

NAMING RIGHTS AGREEMENT

BY AND AMONG

EVERBANK

JACKSONVILLE JAGUARS, LTD.

AND

THE CITY OF JACKSONVILLE

NAMING RIGHTS AGREEMENT

NAMING RIGHTS AGREEMENT (this "Agreement") effective as of this 16th day of August 2010, by and among JACKSONVILLE JAGUARS, LTD., Florida limited partnership ("Team"), THE CITY OF JACKSONVILLE, a Florida municipal corporation (the "City") and EVERBANK, a federal savings bank ("Naming Sponsor").

RECITALS

WHEREAS, Team owns and operates a professional football franchise with the National Football League, known as the Jacksonville Jaguars;

WHEREAS, Team intends to play its home games at the Stadium, currently known as Jacksonville Municipal Stadium;

WHEREAS, the City owns and leases the Stadium to the Jaguars pursuant that certain lease agreement between the City and Team dated September 7, 1993, as amended from time to time;

WHEREAS, Team and the City have agreed to designate a naming rights sponsor of the Stadium pursuant to such lease agreement;

WHEREAS, Team and the City desire to grant the naming rights to the Stadium to Naming Sponsor and Naming Sponsor desires to acquire the naming rights to the Stadium from Team and the City; and

WHEREAS, in addition to the naming rights to the Stadium, Team desires to grant certain sponsorship, advertising and hospitality rights to Naming Sponsor and Naming Sponsor desires to acquire certain sponsorship, advertising and hospitality rights from Team to further promote their interests.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and intending to be legally bound, the Parties agree as follows:

1. Definitions. For purposes of this Agreement, the following capitalized terms will have the meanings set forth below:

"Advertising Copy" means any words, slogans, logos, designs, symbols, objects or comparable creative effort to be included in or incorporated into any advertisement, script, presentation, announcement, electronic message or image, promotion, email, website, video image or otherwise used in connection with the Naming Rights and the Sponsorship Rights.

“Affiliate” means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such first Person.

“Agreement” shall have the meaning set forth in the preamble hereto.

“Banking Business” means a Person who engages primarily in the business of a retail bank, consumer bank, commercial bank, savings and loan, savings bank, other insured depository institution, bank holding company, savings and loan holding company, mortgage company, mortgage broker or mortgage brokerage, and/or or indirect lease financing company.

“Black-Out Game” shall have the meaning set forth in Section 3(c) below.

“Black-Out Game Reduction Amount” shall have the meaning set forth in Section 3(c) below.

“Competing Business” means a Person who engages in one or more of the following activities as its primary business activity: investment banking, securities brokerage, bond selling and/or trading (whether denominated in United States dollars or foreign currencies) or investment advisory and/or wealth management services. Notwithstanding the foregoing, a Person whose primary business activity is insurance brokerage or agency activities is not a Banking Business or a Competing Business for purposes of this Agreement.

“Contract Year” means the Initial Period, as defined below, and any annual period, thereafter from and including March 1 of a calendar year to and including the last day of February of the immediately following calendar year.

“Control” means, with respect to the relationship between or among two (2) or more Persons, the possession, directly or indirectly or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee, director, personal representative or executor, by contract, credit arrangement or otherwise

“Damages” shall have the meaning set forth in Section 10(a) below.

“Default Rate” means the interest rate equal to the lower of 12% per annum or the highest rate allowed by law, compounded monthly.

“Designated Services” means the following EverBank-Branded financial services: (a) deposit products and services, demand deposit accounts, NOW accounts, money market deposit accounts, savings accounts, certificates of deposit and other time deposit accounts, in each case, whether denominated in United States dollars or foreign currencies, (b) individual retirement accounts, (c) online bill pay services, (d) mortgage origination, servicing and related services, (e) commercial lending and indirect lease financing services, (f) broker-dealer products and services, (g) investment advisory and related products and services, and (h) trust, fiduciary,

financial planning, private banking and other wealth management-related products. For clarification, "Designated Services" shall NOT include the following: payment services, credit card or credit card issuance services, and insurance brokerage and agency services.

"Effective Date" shall have the meaning set forth in Section 2(a) below.

"EverBank-Branded" means, with respect to the Designated Services, those financial services that are branded under the mark "EverBank," "EverHome Mortgage Company," "EverTrade Direct Brokerage, Inc.," "EverBank Wealth Management, Inc.," "EverBank Commercial Finance, Inc.," and any other such mark of EverBank or an Affiliate thereof that contains as part of such mark the word "Ever."

"Force Majeure" shall have the meaning set forth in Section 12(e)(ii) below.

"Franchise" means the Jacksonville Jaguars National Football League franchise operated by Team, or any successor thereto.

"Initial Period" means the period from and including the Effective Date to and including February 28, 2011.

"Initial Signage Cost Reimbursement" shall have the meaning set forth in Section 3(d) below.

"Initial Signage Costs" shall have the meaning set forth in Section 3(d) below.

"Lease" means that certain Lease dated as of September 7, 1993 and entered into by and between the City of Jacksonville, Florida and the Team (formerly known as Touchdown Jacksonville, Ltd.), as amended from time to time.

"Naming Rights" means the rights granted by the City and Team to Naming Sponsor hereunder with respect to the naming of the Stadium and the Stadium Field, and use of the Stadium Name and Stadium Marks as provided herein.

"Naming Sponsor Fee" means the amounts to be paid by Naming Sponsor for the Naming Rights, the Sponsorship Rights and the Suite Rights, collectively, as set forth in Section 3 hereof.

"Naming Sponsor Marks" shall have the meaning set forth in Section 4(a) below.

"Naming Sponsor Parent" means EverBank Financial Corp or any successor thereto.

"New Sign Structures" means the structures or attachments needed to hold, support or display Sign Faces on which Naming Sponsor is granted the right to display

Advertising Copy and related matters granted pursuant to the Naming Rights and Sponsorship Rights hereunder, which structures and attachments do not currently exist in the Stadium.

“NFL Marks” means the tradenames, trademarks, service marks, logos, identifications or other intellectual property of the National Football League or its member clubs, but excluding any Team Marks.

“Party” means Team, the City or Naming Sponsor, as the context shall require, and “Parties” means Team, the City and Naming Sponsor.

“Permitted Title or Presenting Sponsor Agreement” has the meaning assigned in Section 4(g) below.

“Person” means an individual, corporation, partnership, limited liability company, bank, savings association, joint venture, association, trust, unincorporated organization or other entity.

“Premier Signage” means those signs described in Sections 5(b)(i) and 5(b)(ii) below and in Sections 1(B)(i-iv) of Schedule A-1 of Exhibit A.

“Sign Faces” means and refers to the elements of Advertising Copy which are affixed (or to be affixed) to the signs, billboards and similar structures in the Stadium (including the New Sign Structures).

“Sponsorship Rights” means the rights that Team has granted to Naming Sponsor to (i) advertise Naming Sponsor and the Designated Services, (ii) sponsor Team, and (iii) display and promote the Stadium Name and Stadium Marks, all on the terms and as more specifically described in Exhibit A hereto.

“Stadium” means the municipal stadium in Jacksonville, Florida that is the subject of the Lease.

“Stadium Field” means the playing field situated within the structure of the Stadium.

“Stadium Marks” shall have the meaning set forth in Section 4(a) below, and any reference herein to Stadium Marks shall be deemed to include the Stadium Name.

“Stadium Name” shall have the meaning set forth in Section 5(a), which, as of the Effective Date, shall be “EverBank Field.”

“Stadium Occupants” shall mean any Persons (other than the Parties) which have, or obtain from the City, the right to use, access, host events, or grant advertising, sponsorship or other promotional rights in the Stadium.

“Suite Rights” means the rights to use and occupy two suites at the Stadium that Team has agreed to license to Naming Sponsor and Naming Sponsor has agreed to license from Team, subject to the terms more specifically described on Exhibit B hereto.

“Team Marks” means the corporate name, tradenames, trademarks, service marks, logos, identifications and other intellectual property of Team.

“Term” shall have the meaning set forth in Section 2(a) below.

“Title Sponsor or Presenting Sponsor” means either the title sponsor or the presenting sponsor of a Stadium Occupant game or event, who requires the Stadium Occupant to: (a) to include the sponsor’s name, or any product or service of the sponsor, in the game or event (e.g., the “[Sponsor Name] Orange Bowl) (a “Title Sponsor”), or (b) to incorporate the sponsor’s name, or any product or service of the sponsor, as presenting the game or event (e.g., “The Rose Bowl presented by [Sponsor Name]”) (a “Presenting Sponsor”), or (c) has the sponsor’s name, or product or service, on the field.

2. Term.

(a) This Agreement shall, unless sooner terminated in accordance with the provisions set forth elsewhere in this Agreement, be effective on the date hereof (the “Effective Date”) and shall terminate as of the end of business on February 28, 2015 (the “Term”).

(b) The Parties shall enter into negotiations during the seven (7) month period commencing March 1, 2013, concerning a new naming rights sponsorship agreement scheduled to take effect upon the expiration of this Agreement. If the Parties are unable to enter into a definitive written agreement with respect to such new naming rights by the end of business on October 1, 2013, notwithstanding the good faith efforts of such parties to the contrary, the City and Team shall be free to enter into negotiations with other potential naming rights sponsors and to enter into agreements for the future naming rights of the Stadium to take effect on or after the expiration of this Agreement, and City and Team shall not have any further obligation to negotiate with Naming Sponsor in respect thereto.

3. Grant of Rights and Compensation.

(a) Naming Sponsor shall acquire the Naming Rights, Sponsorship Rights and Suite Rights granted hereunder during and throughout the Term. In consideration for such rights, the sufficiency of such consideration is hereby acknowledged and agreed upon by Team and the City, Naming Sponsor shall perform those obligations and undertakings set forth herein.

(b) Naming Sponsor shall pay the Naming Sponsor Fee in such amounts and at such times as are set forth on Schedule 1 hereto. The Naming Sponsor Fee shall be subject to adjustment as provided in Section 3(c) and Section 3(f) below. Team shall provide

an invoice to Naming Sponsor with directions as to the manner of payment (e.g., by wire transfer in immediately available funds) and address and account information to which each such payment of the Naming Sponsor Fee should be paid. The Naming Sponsor Fee shall be absolutely net of all fees and commissions payable to third Persons engaged by or claiming through Naming Sponsor, or any of its Affiliates, which shall be the sole responsibility of, and paid by, Naming Sponsor. Naming Sponsor shall be liable for all applicable federal, state or local taxes or charges, if any, levied, assessed or otherwise due with respect to the payments made by Naming Sponsor hereunder, other than taxes or charges based solely on Team's or the City's net income. Any installment of the Naming Sponsor Fee or other payment required to be made by Naming Sponsor to Team or the City hereunder, which is not paid when due, shall bear interest at the Default Rate from the due date to the date of payment. The City hereby releases and excuses Team from its undertaking to share "Stadium Naming Rights Revenues" (as that term is defined in Amendment 9 to the Lease) with the City, and in consideration of which Team has agreed to bear substantial expenses of the City as set forth herein.

(c) If during any Contract Year or the Initial Period, any fewer than eight (8) regular season home game(s) of the Franchise are televised due to restrictions in the Constitution and Bylaws of the National Football League regarding the amount of tickets which must be sold by a specific time in order to televise such game (each such game shall be referred to as a "Black-Out Game"), the Naming Sponsor Fees for such Contract Year shall be reduced in an amount equal to \$100,000 for each Black-Out Game during such Contract Year (the "Black-Out Game Reduction Amount"), all as described in Schedule 1 hereto.

(d) Except as specifically set forth herein and on Schedule A-1 to Exhibit A, Naming Sponsor shall be solely responsible for all costs and expenses (i) incurred in conceiving, creating and producing the Advertising Copy that is displayed or used as part of the Naming Rights and Sponsorship Rights; (ii) incurred in the design, fabrication, installation, repair or maintenance or replacement of the Sign Faces or the elements of advertising displayed on electronic or similar signage; (iii) incurred in the design, fabrication and installation of any New Sign Structure; and (iv) incurred by or at the direction of Naming Sponsor in respect of promoting its sponsorship of any Sponsored Event or otherwise in utilization of the Sponsorship Rights. Notwithstanding the above, Team will reimburse Naming Sponsor in an amount (the "Initial Signage Cost Reimbursement") equal to fifty percent (50%) of the costs referred to in Sections 3(d)(ii) and 3(d)(iii) above that are paid to third Persons and are incurred by Naming Sponsor for or in connection with the first installation of signage identified in this Agreement (but not any subsequent replacement of such signage) (the "Initial Signage Costs"). Notwithstanding the foregoing, the maximum amount of the Initial Signage Cost Reimbursement shall be \$500,000. Naming Sponsor shall provide to Team a written itemized list of all Initial Signage Costs within thirty (30) days of the date that the last Initial Signage Costs have been incurred. If Team agrees with such itemization, Team shall pay the amount of the Initial Signage Cost Reimbursement (up to a maximum of \$500,000) to Naming Sponsor within thirty (30) days of receipt of such itemization. If there is a disagreement as to any of the Initial Signage Costs or the amount of the Initial Signage Cost Reimbursement, Team shall pay to Naming Sponsor the amount of the Initial Signage Cost Reimbursement that is not in dispute and either Team or Naming Sponsor may submit the dispute to binding arbitration. Excluding Team's undertakings

set forth in Section 4(f), Team shall not make use of the two cent convention development tax funds deposited in the Sports Capital Maintenance Enterprise Fund pursuant to Section 111.136 of the Ordinance Code of the City of Jacksonville to pay for any portion of the Initial Signage Cost Reimbursement or any specific undertakings of Team hereunder to be responsible for certain costs and expenses. Nothing in the immediately preceding sentence shall be construed to modify the obligations of Team or the City under Section 12(a) of the Lease. For purposes of clarification, Team shall not be restricted or prohibited in any way from use of such convention development tax funds for any prescribed purpose for which purpose Team has not expressly agreed to be responsible for hereunder.

(e) The Sign Faces and New Sign Structures shall be fabricated to the specifications reasonably established by Team and the City, at the sole cost and expense of Naming Sponsor. The Sign Faces and New Sign Structures shall be installed, repaired, maintained, removed and replaced only by Stadium management personnel or a designee of Team. The City shall perform all repairs and maintenance of the New Sign Structures, signs, billboards and other similar structures so that the name of the Naming Sponsor, the Stadium Name, the Stadium Marks and Naming Sponsor's advertising of Designated Services can be displayed at all times in accordance with this Agreement. With respect to illuminated signage, the Parties agree that all signage that is prominently visible from outside of the Stadium shall be illuminated at all times in accordance with current industry standards with respect to illumination of naming sponsors' signage at NFL stadia. For purposes of clarification, the Parties agree, without limitation, that all Premier Signs shall be illuminated at all times.

(f) If, there is a strike by, or lockout of, the players of the NFL during any Contract Year, and, as a result thereof, less than eight (8) regular season home games of Team are played in the Stadium, Team and Naming Sponsor will agree on adjustments to the Naming Sponsor Fee and to the inventories of Sponsorship Rights that will be provided by Team to Naming Sponsor. The Parties acknowledge that in the event of a strike or lockout, Team and Naming Sponsor may agree upon certain adjustments to the Sponsorship Rights requiring Sponsorship Rights to be delivered after the Contract Year ending February 28, 2015. The Parties hereby agree to extend the Term for an additional year, if Team and Naming Sponsor agree to adjustments to the Sponsorship Rights providing for such rights to be delivered after the Contract Year ending February 28, 2015.

(g) In the event that in any Contract Year Team plays a regularly scheduled home game of Team in a foreign country, and as a result there are not at least eight (8) other regularly scheduled home games of Team in the Stadium, Naming Sponsor shall not enjoy all of the benefits that it is entitled to receive under this Agreement. In such event, Team shall reimburse Naming Sponsor from the Naming Sponsor Fee for such Contract Year the amount of \$250,000 (the "Foreign Game Reimbursement Amount"). Such payment shall be due thirty (30) days after the date of such foreign home game of Team.

(h) In the event that in any Contract Year Team plays a regularly scheduled home game of Team in the vicinity of Orlando, Florida, and as a result there are not at least eight (8) other regularly scheduled home games of Team in the Stadium, Naming Sponsor

shall not enjoy all of the benefits that it is entitled to receive under this Agreement. In such event, Team shall provide to Naming Sponsor such additional Sponsorship Rights and other inventories as Team and Sponsor shall reasonably agree. If Team and Naming Sponsor are unable to agree, Team shall reimburse Naming Sponsor from the Naming Sponsor Fee for such Contract Year the amount of \$250,000 (the "Orlando Game Reimbursement Amount"). Team shall not be obligated to make any additional payment to Naming Sponsor as a result of such game and such game shall not be a Black-Out Game.

4. Trademarks and Licensing.

(a) Naming Sponsor is the owner of the mark "EverBank" for products and associated goods and services, United States Trademark registration numbers 2,568,122 and 2,574,125, registered on the Principal Register of the United States Patent and Trademark Office. The trademarks, service marks, trade names, business names, logos, identifications and other intellectual property owned by Naming Sponsor (the "Naming Sponsor Marks") represent valuable goodwill to Naming Sponsor. Naming Sponsor shall be the owner of the Stadium Name and any logo, trademark, service mark, tradename or other identifications of the Stadium that incorporates any portion of the Naming Sponsor Marks or Stadium Name, that may be hereafter developed hereunder, but which shall not include any NFL Marks nor Team Marks (collectively, the "Stadium Marks"). Naming Sponsor shall, at its sole cost and expense, take such steps as are necessary and appropriate to file applications to obtain trademark or tradename registration or otherwise protect the Stadium Name and the Stadium Marks for any use authorized under this Agreement, and will continue or renew such registrations. Such registrations will be made in the categories under which the National Football League or its Affiliates generally file registrations for the marks of Team or the National Football League, which categories are set forth on Schedule 2. Team shall provide Naming Sponsor written notice of such categories from time to time during the Term by amending and restating Schedule 2. If appropriate, during the term of this Agreement or any extension thereof, the City and Team shall cooperate with Naming Sponsor in its prosecution and maintenance of such applications and registrations, and shall furnish any documents, specimens, samples or information reasonably requested by Naming Sponsor to show Naming Sponsor's ownership of the Stadium Marks, or to further Naming Sponsor's pursuit of the registrations for protection of the Stadium Marks, including any renewals thereof.

(b) Team and the City acknowledge that Naming Sponsor is the sole owner of the Naming Sponsor Marks and the Stadium Marks, and that all goodwill relating to the Marks and the Stadium Marks shall be and remain the sole and exclusive property of Naming Sponsor. Team and the City do not and shall not have any right, title, interest or claim of ownership in the Naming Sponsor Marks or the Stadium Marks, except for the licenses granted to them under this Agreement. Team and the City shall use the Stadium Marks only in accordance with the terms of this Agreement. The use by Team or the City or their respective sublicensees of the Stadium Marks, and all goodwill arising from that use, shall be solely for, and shall inure to, the benefit of Naming Sponsor and shall be the sole and exclusive property of Naming Sponsor. Team and the City agree not to challenge Naming Sponsor's rights to any ownership interest in the Stadium Marks.

(c) Naming Sponsor hereby licenses Team to use and authorizes Team to sublicense others to use the Stadium Marks, and to subcontract others to manufacture products incorporating or bearing the Stadium Marks, for food service, related supplies, Stadium supplies, furniture and equipment, apparel, novelties, souvenirs, publications, games, video or electronic games, and other products used in the operation of the Stadium, or promotion of the Stadium alone or in conjunction with the promotion of Team, the National Football League, professional football and the presentation of professional football events or other events in the Stadium, such products being of the types listed on Schedule 2 hereto, as the same may be supplemented from time to time or as may be customarily used or produced by professional sports franchises or operators and hosts of events at large-scale stadia or other venues, or otherwise as may be approved by Naming Sponsor. All such products may be used, consumed or given away or may be sold or held for sale. This license shall be a non-exclusive license to Team. Team shall not be obligated to pay or to cause any sublicensee to pay any royalty or other fee to Naming Sponsor with respect to any such use. Team will use the Stadium Marks in a manner consistent with the quality standards imposed generally by the National Football League and the National Football League related entities in licensing the marks of the members of the National Football League and will seek to have Team's sublicensees use the Stadium Marks in such manner. Team shall have the right at all times during the term of this Agreement to disclose and publish the identity of Naming Sponsor as the naming rights sponsor of the Stadium and an Owners Circle Sponsor of Team.

(d) Naming Sponsor hereby licenses the City to use and authorizes the City to sublicense others to use the Stadium Marks, and to subcontract others to manufacture products incorporating or bearing the Stadium Marks, for food service, related supplies, Stadium supplies, furniture and equipment, novelties, souvenirs, publications and other products used in the operation of the Stadium, the promotion of the City and the Stadium and the presentation of other events in the Stadium, such products being of the types listed on Schedule 2 hereto, as the same may be supplemented from time to time. All of such products may be used, consumed or given away or may be sold or held for sale. This license shall be a non-exclusive license to the City. The City shall not be obligated to pay or to cause any sublicensee to pay any royalty or other fee to Naming Sponsor with respect to any such use. The City will use the Stadium Marks in a manner consistent with the quality standards imposed generally by the National Football League and the National Football League related entities in licensing the marks of the members of the National Football League and will seek to have the City's sublicensees and all Stadium Occupants use the Stadium Marks in such manner. The City shall not have the right to, and covenants that it will not, use the Stadium Marks or sublicense others to use the Stadium Marks in any manner related to Team, the National Football League or the presentation of National Football League or related events.

(e) The City and Team shall use the Stadium Marks in accordance with the terms of this Agreement. The City and Team shall also:

(i) Make reasonable efforts to choose sublicensees who are financially and by experience likely to comply with the terms of such sublicense, not to use the marks other than in connection with licensed products;

(ii) Team will use commercially reasonable efforts to use the same level of care in sublicensing the Stadium Marks as the level of care Team uses in licensing the Team Marks;

(iii) Notify the sublicensee that it must cease and desist from violation of the license to use the Stadium Marks in the event that either the City or Team becomes aware that a sublicensee has violated the terms of its sublicense or has violated the rights of Naming Sponsor in the Marks or the Stadium Marks, and thereafter, if such violation is not terminated, cooperate with Naming Sponsor to obtain compliance;

(iv) If Naming Sponsor notifies the City or Team that a sublicensee is using any Naming Sponsor Mark or the Stadium Name in a manner that Naming Sponsor does not approve, whether or not such use is in accordance with the terms of a sublicense or does not violate the terms of this Agreement, the City and Team will make reasonable efforts to require sublicensee to cease use of the Mark or the Stadium Name in such manner; provided, however, the City and Team shall not be obligated to pursue any action in a court of law or otherwise expend any funds, without prior written agreement from Naming Sponsor that any cost and expenses pertaining thereto shall be paid or reimbursed by Naming Sponsor; and

(v) Make reasonable efforts to cause unlicensed users of the Stadium Marks to cease and desist such use, and to notify Naming Sponsor of such infringement upon discovery. The City and Team will assist as needed in Naming Sponsor's enforcement of its rights in the Stadium Marks.

(f) Team and the City will, in order to enhance and protect Naming Sponsor's goodwill embodied in the Stadium Marks, operate the Stadium in good working order, condition and repair, including the City's obligations for the playing surface of the Stadium, replacement of parts and equipment, plate glass, all plumbing, irrigation and sewage facilities within the Stadium (including free flow up to main sewer lines), fixtures, ventilation, heating and air conditioning and electrical systems, sprinkler systems, walls, floors, ceilings, structural supports, lighting and seating, scoreboards and signage (other than the actual advertisement itself) in a clean, sanitary and safe condition in accordance with all applicable laws, ordinances, and regulations, or to any such higher standard of operation as may be agreed upon by Team and the City in the future through an amendment to the Lease. Such operation shall be performed at all times to at least the standards set forth in the Lease, normal wear and tear and normal replacement excepted. This Section 4(f) shall in no way be construed to modify or amend the respective obligations of Team and the City as contained in the Lease.

(g) Team and the City shall not, and the City shall cause the Stadium Occupants, including, but not limited to, Stadium Occupants during the Florida vs.

Georgia/Georgia vs Florida football game and the Stadium Occupants during the Gator Bowl, not to, remove, wrap, cover, or otherwise obstruct in any way any Sign Faces, signage, or displays located in, on or around the Stadium which bear or display the Naming Sponsor Marks, the Stadium Name or Stadium Marks or advertise the Designated Services, other than “Temporary Signs” as such term is defined in section 1.HH. of Amendment No. 8 to the Lease between the City and the Team. Team and the City shall not, and the City shall cause the Stadium Occupants, including but not limited to Stadium Occupants during the Georgia vs. Florida/Florida vs. Georgia football game not to, grant rights to be the Title Sponsor or Presenting Sponsor of any Designated Event, football game, or other event to any Banking Business, or Competing Business. The Team and the City agree that in the event that the Stadium Occupants during the Georgia vs. Florida/Florida vs. Georgia football game enter into an agreement with a Title Sponsor or Presenting Sponsor permitted by the terms of this Agreement (a “Permitted Title or Presenting Sponsor Agreement,”) then such Permitted Title or Presenting Sponsor Agreement may remain in effect through the present renewal term with the City (through the 2016 game), regardless of any subsequent naming sponsor for the Stadium competing with the business or designated services of the sponsor under the Permitted Title or Presenting Sponsor Agreement. The Parties acknowledge and agree that the current agreement between the City and the Gator Bowl Association does not set forth any requirement concerning its Title Sponsor or Presenting Sponsor. In all agreements entered into after the Effective Date under which the City grants to any Stadium Occupant or any other third party a right to use, access or host events in the Stadium or any portion thereof, the City shall include the following provision: “[Stadium Occupant or third party] agrees 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, Ltd. as set forth in that certain Naming Rights Agreement dated August 16, 2010 between EverBank, Jacksonville Jaguars, Ltd. and the City of Jacksonville.” Nothing herein shall be construed to alter or modify the agreement of the City and Team with respect to “JL Tarps” or “Field Wall Signs” as such terms are defined and rights set forth under Amendment 8 to the Lease.

(h) Naming Sponsor acknowledges the right of Team to designate advertisers in the Stadium, as provided in the Lease. Team agrees that it will provide Naming Sponsor the exclusivity rights set forth in Section 5(b) of Exhibit A hereto.

(i) The Parties acknowledge and agree that a portion of the value of the rights acquired by Naming Sponsor hereunder is due to the television exposure of the Sign Faces. To the extent that each has the control to do so, Team and the City each agree that it shall not cause, permit or allow the use of blocking or insertion technology on the Sign Faces during any televised or otherwise viewable broadcast of events in the Stadium. In circumstances in which Team and the City do not have such control, 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 during any televised or otherwise viewable broadcast of events from the Stadium. The Parties recognize that the current agreement between the City and the Gator Bowl Association does not permit the Association to cover up any Fixed Signs.

(j) Except as set forth below in this Section 4(j), Naming Sponsor shall not use or sublicense to any Person other than Team and/or the City the right to use the Stadium

Marks on any products which are sold or intended to be sold at retail or used by any other Person for the promotion of any event, whether or not the event is to take place at the Stadium. This restriction applies only to the Stadium Marks but does not apply to the Naming Sponsor Marks or other derivatives of the Naming Sponsor Marks. The foregoing sentence shall not prohibit Naming Sponsor from licensing use of the Stadium Name or the Stadium Marks on items to be distributed by Naming Sponsor without charge or by Naming Sponsor to its employees with or without charge. Naming Sponsor may use the Stadium Marks in connection with the promotion, advertisement or provision of the Designated Services, or on any products intended solely for use by its employees. Naming Sponsor shall not sublicense any Person to use the Stadium Marks in any manner without prior written approval from Team, which approval may be withheld in its sole discretion. Notwithstanding the foregoing, nothing in this Naming Rights Agreement shall constitute or be deemed to grant a license to Naming Sponsor to use the names or logos, marks or other distinctive indicia of any Stadium Occupant without the express written grant of such license by such Stadium Occupant.

(k) Except as set forth herein or as otherwise expressly agreed to by Naming Sponsor, neither Team nor the City shall have the right to use in any way the Naming Sponsor Marks.

(l) Nothing herein shall be construed to give the City, and the City acknowledges that it does not have, any rights to or interest in any Team Marks or NFL Marks or the right to, or to permit or cause any Person or Stadium Occupant to, use or display any Team Marks or NFL Marks.

(m) Except as expressly set forth in Exhibit A, and/or any schedule thereto, Naming Sponsor shall have no right to use or display the Team Marks. Notwithstanding anything to the contrary herein, Naming Sponsor shall have no rights to or interest in the NFL Marks and no right to use or display the NFL Marks nor any right to use the image, likeness, name or other identification of any individual player, coach, officer, or other employee of the Franchise or Team, except as may be provided from time to time in writing by the Team, National Football League or other authorized Person in their sole discretion.

(n) The Parties acknowledge and agree that the violation by any Party, or its respective sublicensees, of the terms of this Section 4 would result in irreparable injury to Team and/or Naming Sponsor, as the case may be, for which money damages would not be a sufficient remedy. Therefore, in addition to any other remedies that may be available, Naming Sponsor and Team, as the case may be, shall be entitled to specific performance and injunctive or other equitable relief as a remedy for such a breach, and each Party, on its own behalf and on behalf of its sublicensees, waive the requirement for the securing or posting of a bond in connection with such a remedy.

(o) At the end of the Term, all Parties shall (i) permanently and in perpetuity cease any and all uses of the Stadium Name and Stadium Marks, (ii) immediately terminate all licenses to use, and other interests granted in, the Stadium Name or Stadium Marks, (iii) not transfer or assign any of their respective interest in the Stadium Marks or Stadium Name, (iv) not

grant any new licenses or other rights to use or own the Stadium Name or Stadium Marks, and (v) take all steps necessary to prevent any future use, whether or not authorized, of the Stadium Name or Stadium Marks. The provisions of this Section 4(o) will survive the termination or expiration of this Agreement.

5. **Naming Rights.** The provisions of this Section 5 relate to Naming Rights to be granted to Naming Sponsor (i) solely by the City, and/or (ii) by the City and the Team. The provisions of Exhibit A relate to Naming Rights to be granted to Naming Sponsor solely by the Team.

(a) Naming Sponsor shall have the right to designate the name of the Stadium (the "Stadium Name"). Naming Sponsor has designated "EverBank Field" as the Stadium Name. Team and the City shall cause the name of the Stadium to be so designated and will not employ nicknames or encourage others to employ nicknames or other names for the Stadium, and shall endeavor to discourage the use of nicknames or other names for the Stadium. The City and Team acknowledge that a significant value acquired by Naming Sponsor relates to the identification of its services or products with the venue at which Team plays its games and where other major events take place. In order to protect this value, for which Naming Sponsor is agreeing to pay a significant amount, the City and Team agree in good faith not to diminish the value of the rights of Naming Sponsor hereunder by introducing names for the area in which the Stadium is located or the portion of the city of Jacksonville in which the Stadium is located that would be likely to lead to confusion about the name used to denote the venue for these events. In this regard, Team and the City agree not to encourage, invite or agree to identification of (i) the location or area of the city in which the Stadium is located or (ii) the area in which the Stadium is located with another name or product during the Term. This undertaking shall not restrict the City in granting naming rights for the Sports Complex in its entirety, or Jacksonville Arena or Jacksonville Baseball Grounds individually, or individual elements of other areas located in the city, provided that (x) the City shall not grant such naming rights to a Banking Business or Competing Business and (y) such naming rights shall not permit the promotion or advertisement of products or services that compete with the Designated Services and (z) any signage or other visible advertisement is positioned and erected to be primarily viewable by individuals patronizing or located in other areas and not the Stadium. Subject to Exhibit A hereto, Team shall not be restricted from identifying separate areas or elements within or around the Stadium, including without limitation the practice fields/facility, parking lots, touchdown clubs, terrace suite, suite levels, sky lounge, south and north endzone bars/restaurants. Nothing herein shall be construed to alter modify or otherwise restrict Team's rights under the Lease.

(b) Naming Sponsor shall have the right to have the Stadium Name and/or the Stadium Marks on all advertising and signage identifying or promoting the Stadium, to include the following:

(i) Naming Sponsor shall have the right to display the Stadium Name and/or Stadium Mark on a sign located above each of the east and west main entrances to the Stadium. The Sign Faces for each such sign shall be approximately [14] feet in height by [145]

feet in length. The design of the panel shall be subject to the approval of the City and Team. For purposes of this Agreement, such signs will be deemed Premier Signage.

(ii) Naming Sponsor shall have the right to display Stadium Name and/or Stadium Mark on one (1) sign panel located above all permanent ticket windows at the Stadium. The size and design of the panel shall be subject to the approval of the City and Team. For purposes of this Agreement, such signs will be deemed Premier Signage.

(iii) The Stadium Name and/or Stadium Mark shall be added to all directional, section marking and seat marking signs throughout the Stadium, including bathrooms and first aid areas. The size and design of the signage shall be subject to the approval of the City and Team.

(iv) The Stadium Name and/or Stadium Mark shall be placed in an appropriate manner on the face of all tickets for all games and events held in the Stadium other than tickets sold on the day of a game or event or ticket reprints produced at the Will Call office of the Stadium. The Parties acknowledge that certain tickets for games and events scheduled to take place after the Effective Date have already been printed and will not display the Stadium Name or Stadium Mark. The Parties agree that tickets printed prior to the Effective Date shall not be subject to the requirements of this Section 5(b)(iv) and agree that all tickets printed after the Effective Date shall display the Stadium Name and Stadium Mark. Notwithstanding the foregoing, the Parties acknowledge and agree that the Stadium Occupants for the Georgia vs. Florida/Florida vs. Georgia football game will not be required to place the Stadium Mark on the tickets for such game.

(c) The City shall (i) change the name of the street currently named as of the Effective Date as "Stadium Place" to "EverBank Field Drive," (ii) cause the mailing address of Team to be "One EverBank Field Drive," (iii) replace all former street and directional signage containing the name "ALLTEL Stadium" with signage containing the Stadium Name, and (iv) together with the Team, encourage the State of Florida to increase directional highway signage containing the Stadium Name. Team shall reimburse the City for the reasonable costs incurred by the City in complying with the undertakings under (i) through (iii) above. The City shall provide Team with detailed invoice information for all costs each time the City requests reimbursement hereunder from Team.

(d) Naming Sponsor shall receive a total of eight (8) minutes (consisting of two (2) minutes per quarter) during any Designated Event (as defined in the Lease) that is a football game (or Twenty-Five Percent (25%) of the time that the Scoreboards (as defined in the Lease) are used for advertising during any Designated Event that is not a football game; provided, however, that in no event shall the time provided to the Naming Sponsor be less than eight (8) minutes per event). Naming Sponsor may use such time to display video features, promoting Naming Sponsor and/or the Designated Services. For purposes of clarification the Designated Events shall include, without limitation, the Gator Bowl football game and the Florida Georgia/Georgia vs Florida football game. Naming Sponsor shall be responsible for all production costs relating to the video features, which video features shall be subject to the prior

approval of the City and Team. Nothing herein shall be construed to expand or modify the rights of the Parties as set forth under Section 3 of Amendment 8 to the Lease.

(e) Naming Sponsor shall receive one (1) sixty second (:60) feature per quarter for games other than Team games in the Stadium (or a total of four (4) sixty second (:60) features for events at the Stadium other than games) to be displayed on the LED ribbon boards located on the fascia beneath the upper concourses on each side of the Stadium for other games held in the Stadium. Naming Sponsor shall be responsible for all production costs relating to the video features, which video features shall be subject to the prior approval of Team, or the City as the case may be for the Stadium Occupants. The features will highlight the Stadium Name and Stadium Mark and will only be used to welcome fans to the Stadium and not as a commercial advertisement. For purposes of this Agreement, the welcome message for any Stadium Occupant game or event shall not include terms stating or implying, or be presented in such a way to suggest, that the Naming Sponsor is presenting, sponsoring or acting in any official capacity for such event or game.

(f) If any game held in the Stadium provides a field marking on the Stadium Field for either a Title Sponsor or Presenting Sponsor, the City shall require that an appropriate field marking of the Stadium Mark be displayed during that game. Notwithstanding the foregoing, the Parties acknowledge and agree that the Stadium Occupants for the Gator Bowl Classic football game and for the Georgia vs. Florida/Florida vs. Georgia football game may place a field marking on the Stadium field for either the Title Sponsor or Presenting Sponsor, and may place markings on the Field Wall of the Title Sponsor or Presenting Sponsor, but such Stadium Occupants shall not be required to place the Stadium Name or Stadium Mark on the field or Field Wall for the Georgia vs. Florida/Florida vs. Georgia football game or for the Gator Bowl game.

(g) The uniforms worn by each usher, security personnel, maintenance personnel, parking lot personnel and each other employee and/or contractor of the Stadium (the "Uniforms"), the City and/or concessions licensee shall appropriately display and contain the Stadium Name and/or Stadium Mark. The Parties recognize that the current stock of such Uniforms do not display the Stadium Mark and will continue to be used after the Effective Date until replaced. The City shall cause the Stadium Mark (at an appropriate size and location) to be incorporated into the design of all Uniforms that are replaced or procured after the Effective Date. Naming Sponsor, at its cost, shall provide pins or name tags displaying the Stadium Mark, and the City shall cause such pins to be displayed (at an appropriate size and location) on the current stock of Uniforms that do not display the Stadium Mark. The City shall cause all Uniforms that do not display the Stadium Mark to be replaced with Uniforms that display the Stadium Mark (without the use of pins or name tags) consistent with the ordinary course of replacement and in any event no later than August 1, 2012.

(h) Each parking pass for all games and events held in the Stadium for which advance sale parking passes are issued shall appropriately display and contain the Stadium Name and/or Stadium Mark. The Parties acknowledge that certain parking passes for games and events scheduled to take place after the Effective Date have already been printed and will not display the

Stadium Name or Stadium Mark. The Parties agree that parking passes printed prior to the Effective Date shall not be subject to the requirements of this Section 5(h) and agree that all parking passes printed after the Effective Date shall display the Stadium Name and Stadium Mark.

(i) At Naming Sponsor's discretion, Naming Sponsor and the City shall cause three (3) kiosks in the Stadium to (i) access Naming Sponsor's website, www.everbank.com, during all events in the Stadium, and (ii) be located at such locations as shall be mutually acceptable to Team and Naming Sponsor. Naming Sponsor shall be responsible, at its cost, for fabricating, maintaining and staffing the kiosks.

(j) All concession related supply items, including, but not limited to, napkins, cups and menu boards shall appropriately display and contain the Stadium Name and/or Stadium Mark in such manner mutually acceptable to Naming Sponsor, Team and Stadium concessionaires. The menu boards shall display the Stadium Name and/or Stadium Mark at all times when the concession stands are in operation or the menu boards are otherwise in operation.

(k) Naming Sponsor shall receive the right to operate automated teller machines (ATMs) throughout the Stadium. All such ATMs shall bear the Naming Sponsor Mark. Naming Sponsor, at its sole cost, shall be responsible for the maintenance, supply and operation of the ATMs and for arranging personnel or a vendor to service the ATMs. Naming Sponsor shall provide an appropriate number of such ATMs throughout the Stadium, including at least two portable units for each game and event in the Stadium, as reasonably determined by Team and the City. In the event that Naming Sponsor declines to provide the ATMs, Naming Sponsor shall be responsible for the cost, if any, of providing such services from other providers, which may be non-branded.

(l) A banner or flag prominently displaying and containing the Stadium Name and/or Stadium Mark shall be displayed outside the Stadium together with the flags of the United States, the City, and State of Florida for all events held in the Stadium. The design of the flag displaying and containing the Stadium Name and/or Stadium Mark shall be subject to the prior approval of Team and the City but shall not be larger than the flags of the United States, City or State of Florida. Naming Sponsor shall be responsible for the cost of erecting additional flag pole on which its banner or flag will be displayed.

(m) Team and the City shall appropriately identify the Stadium with the Stadium Name and/or Stadium Marks, at all major information points on the interior of the Stadium (such as building directories, information stands, reception desks and booths).

(n) The City shall require that the stationery, brochures and correspondence for the Stadium and advertising materials (the "City Materials") for all Stadium events appropriately include the Stadium Name and/or Stadium Marks, and will use reasonable efforts to have the Stadium Name and/or Stadium Marks included on all other items used in connection with Stadium events and the course of its business. The City shall insert requirements in contracts and agreements with respect to the Stadium that the contracting parties use the Stadium

Name and/or Stadium Marks in all references to the Stadium. The Parties recognize that the current stock of City Materials do not display the Stadium Mark and will continue to be used after the Effective Date until replaced. The City shall cause the Stadium Mark (at an appropriate size and location) to be incorporated into the design of all such items that are replaced or procured after the Effective Date. Team and Naming Sponsor shall have the option of assuming responsibility for the cost of replacing current amounts of left over stock of City Materials with materials that bear the Stadium Mark, in which case the City agrees to substitute its current stock of City Materials with the replacement City Materials bearing the Stadium Mark. The City shall cause all City Materials that do not display the Stadium Mark to be replaced with City Materials that display the Stadium Mark no later than August 1, 2011. Notwithstanding the foregoing, the Parties acknowledge and agree that the City and the Stadium Occupants for the Georgia vs. Florida/Florida vs. Georgia football game have agreed to use the Stadium Mark for those City Materials relating to the Georgia vs. Florida/Florida vs. Georgia football game for the game to be played in 2010 only (as to those City Materials which have not already been printed) and shall not be required to use the Stadium Marks for City Materials during the remainder of the Term following the 2010 Georgia vs. Florida/Florida vs. Georgia game.

(o) Team and the City will cause a public address announcement to be made prior to each ticketed event in the Stadium attended by more than 5,000 people. The announcement will welcome the attendees to the event at the Stadium and will use the Stadium Name. For purposes of this Agreement, the welcome message for any Stadium Occupant event shall not include terms stating or implying, or be presented in such a way to suggest, that the Naming Sponsor is presenting, sponsoring, or acting in any official capacity for such event or game.

(p) The Parties recognize that certain Naming Rights and Sponsorship Rights will not be available immediately upon execution of this Agreement and to work together in good faith and use commercially reasonable efforts to make the Naming Rights and Sponsorship Rights available as soon as reasonably possible after the execution of this Agreement and in accordance with the timelines set forth elsewhere in this Section 5.

6. Stadium Usage. Naming Sponsor shall have the right to use portions of the Stadium designated below, for purposes of hosting Naming Sponsor's corporate and related events.

- (i) The areas referred to as the Touchdown Club(s).
- (ii) The area referred to as the Terrace Suite.
- (iii) The area referred to as the Bud Zone.
- (iv) The Suites licensed to Naming Sponsor under this Agreement (see Exhibit B).
- (v) The Team Meeting Room.

- (vi) The inner bowl of the Stadium and the Stadium Field (once each calendar quarter and subject to prior scheduling by Team or the City with respect to other Persons), provided any such use shall be made in accordance with Section 10(H) of Amendment 8 to the Lease.

Naming Sponsor acknowledges that, other than the right to use certain areas of the Stadium in accordance with this Section 6, nothing herein shall be construed to grant to Naming Sponsor any ownership or possessory interest in the Stadium or any portion thereof. Naming Sponsor further acknowledges that, as set forth in the Lease, Team and the City maintain control of the use of the Stadium and portions thereof. Naming Sponsor may use the Stadium solely in accordance with the instructions, rules and policies that may be established from time to time by Team or the City, as the case may be. Notwithstanding anything to the contrary herein, Naming Sponsor's right to use such areas of the Stadium shall be subject to the rights of Team and the City and their respective designees under the Lease, the availability of the Stadium or relevant portions thereof, and any prior commitments or previously scheduled events. Subject to availability as determined by Team and the restrictions set forth herein, the Stadium areas designated above can be used by Naming Sponsor for reasonable corporate purposes as frequently as required. Naming Sponsor shall give not less than sixty (60) days advance notice to Team or Team's designee and Stadium Manager of the dates it requests to use the area(s) and its requirements for such use. Naming Sponsor shall be responsible for all staging, food, beverage, security, repair and cleanup costs with respect to any such uses.

Team and the City agree that the charges to Naming Sponsor for rental of the above spaces and for food and beverage costs incurred in connection with those uses will be at the rates and charges normally made in respect of other similar uses, less a discount of 35%.

7. Future Name Change.

(a) Naming Sponsor shall have no right to change the Stadium Name, except as provided herein. Naming Sponsor acknowledges that the continuity of the name of a facility such as the Stadium once established is of primary importance. During the entire Term, Naming Sponsor shall have the right to cause the name of the Stadium to be changed one time, upon strict compliance with all the terms of this Section 7. In order to change the name of the Stadium, Naming Sponsor shall notify Team and the City that it desires to change the name of the Stadium and disclose to them the new name. The parties agree that any new Stadium Name must satisfy the following conditions:

(i) The new name may only be the brand name under which Naming Sponsor or its successor in interest actively markets the Designated Services, then being marketed by Naming Sponsor or its successor in interest.

(ii) The new name does not violate any National Football League rule or policy then in effect and is not a name that could not be a sponsor of Team under National Football League rules then in effect.

(iii) Unless Team specifically consents, the new name may not violate any documented material advertising or sponsorship policy of Team then in effect. For example, Team has a policy in effect that it will not accept tobacco advertising.

(iv) The new name cannot be obscene or of a nature which would seriously offend the reasonable sensibilities of the public at large, or which would seriously disparage or place in serious disrepute the City or Team.

(v) The new name may not confer the impression of an association or affiliation with a region or area of the United States other than Jacksonville, Florida.

(vi) Unless Team specifically consents, the new Stadium Name may not include the name or tradename of a major competitor to a then-current Team sponsor, including, without limitation, any such sponsor with primary business in the category of telecommunications, insurance brokerage services, health insurance, automobiles and automobile dealerships, groceries, drinking water, sports/fitness beverages, beer, soda, health and hospital services, or local radio and television.

(b) As a condition to any change of the Stadium Name, (i) Naming Sponsor must have elected to extend this Agreement such that the term of the Agreement is extended for a period of time of at least five (5) years from February 2014 and (ii) Naming Sponsor and Team must have agreed on a Naming Sponsor Fee for each Contract Year of the extension period and (iii) the Parties shall have agreed on such other terms as they may require in connection with such extension. In any such event, all other terms and conditions of this Agreement, which are not specifically modified by subsequent written agreement of the Parties, shall remain in effect for the period for which this Agreement is extended.

(c) Unless Team specifically consents, any change of the Stadium Name must take place after the conclusion of any NFL football season of the Franchise (including the Franchise's participation in the postseason of such season) and prior to the Franchise's first scheduled preseason game of the immediately following NFL football season, and Naming Sponsor shall provide Team with written notice of its intent to change the Stadium Name at least one hundred twenty (120) days prior to the proposed effective date of such name change.

(d) If all of the conditions of Sections 7(a), 7(b) and 7(c) above are satisfied, Team and the City shall consent to the change of the Stadium Name. Team and the City shall evidence their consent in writing, within forty five (45) days of the satisfaction of the above conditions. The City shall promptly submit all necessary requests for the approval of all governmental agencies whose approval is necessary at such time.

(e) In any other circumstances in which the conditions of Sections 7(a), 7(b) and 7(c) above are not satisfied, either because the name has already been changed once or the name chosen does not satisfy the above criteria, or for any other reason, Team and the City will consider requests by Naming Sponsor to change the Stadium Name. However, any consent by Team and the City to allow Naming Sponsor to change the Stadium Name may be given or

withheld by Team and the City in their sole and absolute discretion. Failure of Team and/or the City to consent for any reason or for no reason shall not be any cause for Naming Sponsor to claim a default by Team or the City hereunder, nor for Naming Sponsor to request or seek any adjustment in the payments it has agreed to make in this Agreement. Naming Sponsor acknowledges that consent to multiple changes of the Stadium Name is not likely to be granted.

(f) In any event that Naming Sponsor proposes to change the Stadium Name, Naming Sponsor undertakes to be solely responsible for all costs and expenses that may be incurred by Team, the City, or any of their Affiliates as a result of such change. By way of example, but not in limitation, Naming Sponsor would be responsible for all costs of (i) removing, disposing of, fabricating, replacing and reinstalling signage, both inside and outside the Stadium and in the surrounding areas, (ii) removing and replacing street and directional signage, and (iii) redesigning and replacing all letterhead, business cards and other materials of Team and the City that incorporate the Stadium name or identify the Stadium. All signage displaying the old Stadium Name shall be substituted as soon as reasonably possible thereafter.

(g) If the name EverBank Field is changed to a new name pursuant to this Section 7, such new name shall become the Stadium Name for all purposes under this Agreement from that day forward, including, without limitation, the licenses granted hereunder to use the Stadium Name and Stadium Mark. Notwithstanding the foregoing, Naming Sponsor acknowledges that the actual change of the Stadium Name involves many details and that while Team and the City will be obligated to use reasonable commercial efforts to address all of such details, Naming Sponsor shall not have the right to claim default or damages with respect to elements of such name change if the City and Team are using reasonable commercial efforts to make such changes.

8. Sponsorship Rights. Team shall provide to Naming Sponsor the Sponsorship Rights, the terms and conditions of which are set forth in Exhibit A hereto. Team and Naming Sponsor acknowledge and agree that Team shall be solely responsible for the provision of the Sponsorship Rights and that Naming Sponsor shall have no right to damages against the City in the event of any failure of Team to provide the Sponsorship Rights. The City acknowledges and agrees (i) that Team and Naming Sponsor may agree to adjust or otherwise modify the Sponsorship Rights in the sole and absolute discretion of Team and Naming Sponsor and (ii) that any such adjustment or modification shall not require the consent or approval of the City or any amendment of this Agreement.

9. Suite Rights. Team shall provide to Naming Sponsor the Suite Rights, the terms and conditions of which are most specifically described in Exhibit B hereto. Team and Naming Sponsor acknowledge and agree that Team shall be solely responsible for the provision of the Suite Rights and that Naming Sponsor shall have no right to damages against the City in the event of any failure of Team to provide the Suite Rights. The City acknowledges and agrees (i) that Team and Naming Sponsor may agree to adjust or otherwise modify the Suite Rights in the sole and absolute discretion of Team and Naming Sponsor and (ii) that any such adjustment or modification shall not require the consent or approval of the City or require any amendment of this Agreement.

10. Indemnification.

(a) Team will indemnify and hold Naming Sponsor and the City harmless from and indemnify and defend Naming Sponsor and the City and their respective sublicensees, subsidiaries, partners, Affiliates, officers, directors, employees, agents and assigns from and against any and all claims, costs, liabilities, suits, actions, judgments, losses, demands, expenses and damages of every kind, including, without limitation, reasonable attorneys' fees ("Damages"), that result from, arise out of or relate to (i) any breach by Team of any of Team's obligations, covenants, representations or warranties herein, including without limitation, relating to the improper or unauthorized use of the Naming Sponsor Marks; (ii) Team's operation of the Franchise and (iii) the negligent acts or omissions of Team, its sublicensees, employees, servants and agents. Team shall not be obligated to indemnify Naming Sponsor or the City, as the case may be, with respect to any matter for which Naming Sponsor or the City, as the case may be, is obligated to indemnify Team under Section 10(b), 10(c) or 10(d) below.

(b) Naming Sponsor will indemnify and hold Team and the City harmless from and indemnify and defend Team and the City and their respective sublicensees, subsidiaries, partners, Affiliates, officers, directors, employees, agents and assigns from and against any and all Damages that result from, arise out of or relate to (i) any claims of infringement by third parties relating to the use of the Stadium Name or the Stadium Marks by Team, the City or their respective sublicensees in accordance with the terms of this Agreement or any exhibit or schedule thereto; (ii) any breach by Naming Sponsor of any of Naming Sponsor's obligations, covenants, representations or warranties herein, including without limitation, relating to the improper or unauthorized use of the Team Marks; and (iii) the negligent acts or omissions of Naming Sponsor, its sublicensees, employees, servants and agents. Naming Sponsor shall not be obligated to indemnify Team or the City, as the case may be, with respect to any matter for which Team or the City, as the case may be, is obligated to indemnify Team under Section 10(a) above or 10(c) or 10(d) below.

(c) Subject to the provisions and limitations of s. 768.28, Florida Statutes, the City will indemnify and hold Naming Sponsor and Team harmless from and indemnify and defend Naming Sponsor and Team and their respective sublicensees, subsidiaries, partners, Affiliates, officers, directors, employees, agents and assigns from and against any and all Damages that result from, arise out of or relate to (i) any breach by the City of any of the City's obligations, covenants, representations or warranties herein; (ii) the City's operation of the Stadium, including, but not limited to, erecting signage containing Sign Faces and/or Naming Sponsor Marks or advertisements relating to Naming Sponsor; and (iii) the negligent acts or omissions of the City or its employees. The City shall not be obligated to indemnify Team or Naming Sponsor, as the case may be, with respect to any matter for which Team or Naming Sponsor, as the case may be, is obligated to indemnify Team or Naming Sponsor, as the case may be, under Section 10(a) or 10(b) above or 10(d) 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 expended by anything herein).

(d) The City represents to the Naming Sponsor that, pursuant to the requirements of the City under the Lease, the City has subcontracted with SMG, a Pennsylvania general partnership ("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 (the "Stadium Manager"). The City represents and warrants that its management agreement with SMG, as renewed in 2008, for management and operation of the Stadium expires by its terms on March 30, 2013 (the "Existing Management Agreement"). As soon as reasonably possible after the execution of this Agreement, the City shall cause the Stadium Manager to execute and deliver a Joinder and Consent attached hereto as Exhibit C (the "Joinder"), accepting and agreeing to the indemnity obligation and the insurance obligation of the Stadium Manager set forth in this Agreement (and that after the expiration of the Existing Management Agreement, the City agrees to cause any successor Stadium Manager to execute and deliver to the Naming Sponsor the same Joinder revised only to the extent necessary to conform and complete the Joinder to identify such successor Stadium Manager). The terms of such Joinder and Consent shall provide for the Stadium Manager to indemnify and hold Naming Sponsor and Team harmless from and indemnify and defend the City, Naming Sponsor and Team and their respective sublicensees, subsidiaries, partners, Affiliates, officers, directors, employees, agents and assigns from and against any and all Damages that result from, arise out of or relate to (i) any act or omission by Stadium Manager (as agent of the City) that, if such act or omission were taken or not by the City, would constitute a breach of the City's obligations or covenants under this Agreement; (ii) Stadium Manager's operation of the Stadium, including, but not limited to, erecting and maintaining signage containing Sign Faces and/or Naming Sponsor Marks or advertisements relating to Naming Sponsor; and (iii) the negligent acts or omissions of Stadium Manager, its sublicensees, employees, servants and agents.

(e) Promptly after the incurrence of any Damages by the party seeking indemnification hereunder, including, without limitation, any claim by a third party, which might give rise to indemnification hereunder or the discovery of any facts or circumstances that a Party believes may result in an indemnification claim hereunder, the indemnitee(s) shall deliver to the Party from which indemnification is sought a notice identifying for such Party the nature of the claims and the basis for the indemnitor's indemnification obligation. Any failure on the part of the indemnitee to provide prompt notice shall not limit any of the obligations of the indemnitor (except to the extent such failure prejudices the defense of such claim). The indemnitor will assume the defense of any claim, demand or action against such indemnitee(s) and will, upon the request of an indemnitee, allow the requesting indemnitee to participate in the defense thereof, such participation to be at the expense of such indemnitee. Indemnitees will in any case cooperate fully with the indemnitor in the defense and will, at indemnitor's expense, provide all relevant documents, witnesses and other assistance within its possession or control upon the reasonable request of the indemnitor. Settlement by an indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity only as to the settling indemnitee as to the claim, demand or action so settled. The indemnitor shall obtain the prior written consent of the indemnitee (which shall not be unreasonably withheld) before entering into any settlement of such claim if the settlement does not release the indemnitee from all liabilities and obligations with respect to such claim, or the settlement imposes injunctive or other equitable

relief against the indemnitee. Termination of this Agreement shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those acts, breaches, failures or omissions falling within the purview of the foregoing indemnities and which shall have occurred prior to such termination.

11. Insurance.

(a) Team shall, at its own expense, maintain in effect throughout the term of this Agreement, comprehensive general liability insurance policies with carriers of recognized standing, with limits of liability of at least Two Million Dollars (\$2,000,000) including any applicable excess or umbrella policies, covering any and all property damage and personal injury (including death) arising out of activities covered by or the performance of this Agreement. The policies shall name the City and Naming Sponsor as additional insureds and shall require the carrier to notify the City and Naming Sponsor in writing at least 30 days prior to the cancellation.

(b) Naming Sponsor shall, at its own expense, maintain in effect throughout the term of this Agreement, comprehensive general liability insurance policies with carriers of recognized standing, with limits of liability of at least Two Million Dollars (\$2,000,000) including any applicable excess or umbrella policies, covering any and all property damage and personal injury (including death) arising out of activities covered by or the performance of this Agreement. The policies shall name the City and Team as additional insureds and shall require the carrier to notify the City and Team in writing at least 30 days prior to the cancellation.

(c) The City shall cause the Stadium Manager (and any successor stadium manager) to, at its own expense, maintain in effect throughout the term of this Agreement, comprehensive general liability insurance policies with carriers of recognized standing, with limits of liability of at least Two Million Dollars (\$2,000,000) including any applicable excess or umbrella policies, covering any and all property damage and personal injury (including death) arising out of activities covered by or the performance of this Agreement. The policies shall name Naming Sponsor and Team as additional insureds and shall require the carrier to notify Naming Sponsor and Team in writing at least 30 days prior to the cancellation. The obligations set forth in this Section 11(c) shall be incorporated into the terms of the Joinder.

(d) 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 tort liability of the City arising under this Agreement. The Naming Rights Sponsor and Team 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 Naming Rights Sponsor or Team stored or used at the Stadium (or otherwise) except and only to the extent the City is responsible for such loss or damage as provided in this Agreement.

12. End of Term and Termination.

(a) Upon the expiration or earlier termination of this Agreement, the licenses granted under this Agreement shall immediately terminate, and Team and the City and their respective sublicensees shall cease to use the Stadium Marks, including, but not limited to, making necessary physical changes to the Stadium and its components and the discontinuance of the use of stationery, tickets and advertising and promotional materials then on hand. In the event of a termination under paragraph (b) below, Team and the City shall have a reasonable time, not to exceed one hundred eighty (180) days, in which to comply with the foregoing sentence. During the period prior to termination or expiration of this Agreement, the parties will each comply with all of the requirements of this Agreement.

(b) The following shall constitute "Naming Sponsor Defaults:"

(i) Naming Sponsor fails to make any payment hereunder within thirty (30) days after such payment is due, if such failure is not cured within sixty (60) days after the date such payment is due;

(ii) Other than any failure caused by or resulting from a Force Majeure, Naming Sponsor fails to comply with any material obligation of Naming Sponsor set forth in this Agreement other than the failure to make payment, including any representations and warranties of Naming Sponsor under this Agreement, and such failure continues for a period of sixty (60) days after written notice to Naming Sponsor ; provided, however, if such default is not capable of being cured, with the exercise of reasonable diligence, within such sixty (60) day period, and Naming Sponsor notifies Team and the City to such effect promptly upon becoming aware of such fact, Naming Sponsor shall have such further time to cure such default as is reasonably necessary, provided, that (A) no other default by Naming Sponsor exists and is continuing, (B) no other default by Naming Sponsor occurs after such date and prior to the date the original default is fully cured, and (C) at all times prior to and after giving such notice, Naming Sponsor takes all reasonable steps necessary to promptly cure such default; or

(iii) Naming Sponsor makes an assignment for the benefit of creditors, or a trustee, receiver or similar officer of any court is appointed for Naming Sponsor or for a substantial part of its property, whether with or without its consent, or an action for receivership, bankruptcy, composition, reorganization, insolvency or liquidation proceedings is instituted by or against Naming Sponsor, if such proceedings shall not be dismissed within sixty (60) days from the date of the institution thereof.

(c) In the event of the occurrence of a Naming Sponsor Default, Team and/or the City shall have the right to exercise any or all of the following remedies:

(i) If such failure is material, (A) to cause this Agreement to end on a date designated in a written notice to Naming Sponsor, which date may be not less than thirty (30) days after the date of such notice; and (B) to declare all unpaid amounts for the remainder of the Term to be immediately due and payable by Naming Sponsor. All such amounts, without reduction for (A) any Blackout Games that may occur after the date of

the Naming Sponsor default, (B) any adjustments that may have been agreed to by Team and Naming Sponsor pursuant to the provisions of Section 3(f) hereof, or (C) any amount otherwise payable by Team to Naming Sponsor under the provisions of Section 12(j) hereof, shall be collectively referred to as the "Naming Sponsor Default Amount." Naming Sponsor shall be obligated to pay the Naming Sponsor Default Amount on such dates as such amounts would otherwise have been payable by Naming Sponsor hereunder, had Naming Sponsor not defaulted and none of the reductions referred to in (A), (B) and (C) above had been applicable; and

(ii) To seek any other or additional appropriate legal or equitable remedy from a court of competent jurisdiction.

(d) In the event that this Agreement terminates due to a Naming Sponsor Default, Naming Sponsor shall, in addition to any other damages for which it may be held liable hereunder, be obligated to pay all costs, losses and expenses incurred by Team and the City in complying with the provisions of Section 12(a) including but not limited to the cost of removing all signs and disposing of other displays and materials containing the Stadium Marks and the cost of replacing any materials containing the Stadium Marks which must be discarded as a result of the termination.

(e) The following shall constitute "Team Defaults."

(i) Other than any failure caused by or resulting from a Force Majeure, Team fails to comply with any of its material obligations under this Agreement, including those under Exhibit A and Exhibit B hereto and such failure shall continue for a period of ninety (90) days after written notice thereof to Team from Naming Sponsor;

(ii) Team shall, other than as a result of Force Majeure, cease normal operations at the Stadium for a period of time longer than one hundred twenty (120) consecutive days. For purposes of this Agreement, Force Majeure shall mean a fire or other casualty, act of God, strike, lockout, war or civil disturbance or other cause beyond the control of Team (it being understood and acknowledged that nothing in this Section 12(e)(ii) shall limit Naming Sponsor's rights under Section 3(f));

(iii) As a result of a Force Majeure other than a strike or lockout, Team fails to reopen the Stadium for operations for a period of fifteen (15) consecutive months from the occurrence of the Force Majeure (it being understood and acknowledged that nothing in this Section 12(e)(iii) shall limit Naming Sponsor's rights under Section 3(f)); or

(iv) Team ceases operations of the Franchise or to hold a National Football League franchise (except pursuant to an assignment in accordance with the terms of this Agreement) or permanently moves the majority of home games of the Franchise to another location.

(f) In the event of the occurrence of a Team Default, Naming Sponsor shall have the right to:

(i) If such Team Default is material, terminate this Agreement by written notice to Team and the City; and

(ii) Seek any other or additional appropriate legal or equitable remedy from a court of competent jurisdiction.

(g) It shall constitute a "City Default" if the City fails to comply with any of its obligations under this Agreement, and such failure shall continue for a period of ninety (90) days after notice thereof to the City from Naming Sponsor;

(h) In the event of the occurrence of a City Default, Naming Sponsor shall have the right to:

(i) If such City Default is material, terminate this Agreement by written notice to Team and the City; and

(ii) Seek any other or additional appropriate legal or equitable remedy from a court of competent jurisdiction.

(i) In the event that Naming Sponsor undertakes a new or different business or industry, or undertakes new or different activities such that Team is, as a result of Naming Sponsor's new or different business or activities, restricted by the National Football League, and its Constitution and Bylaws, rules and regulations, from having a sponsorship relationship with Naming Sponsor, or a change in such National Football League Constitution and Bylaws, rules and regulations otherwise results in a material restriction on the ability of Team to perform its obligations under this Agreement, the Parties shall negotiate in good faith to modify this Agreement so as to comply with the National Football League Constitution and Bylaws, rules and regulations, provided that should such modifications cause this Agreement to fail in its essential purpose or purposes and the Parties are unable to reach an agreement after negotiating in good faith, then any Party may terminate this Agreement upon written notice to the other Parties.

(j) If, prior to February 28, 2015, Naming Sponsor terminates this Agreement due to a Team Default as described in Section 12(e)(iv) above and the Franchise no longer plays Home Games in the Stadium, Team shall pay to Naming Sponsor no later than ninety (90) days following the date of such termination an amount equal to the total Initial Signage Costs incurred by Naming Sponsor under Section 3(d) (ii) and (iii) which were paid to third Persons, less the amount of any Initial Signage Cost Reimbursement previously paid to Naming Sponsor by Team under Section 3(d) hereof. The maximum amount that Team shall be obligated to pay to Naming Sponsor hereunder shall be \$1,500,000.

(k) Should this Agreement or any provision hereof violate any federal, state or local law or regulation, or, as the result of amendment or revision to the National Football League Constitution and Bylaws, rules or regulations, this Agreement or any provision hereof violates the amended or revised National Football League Constitution and Bylaws, rules or regulations, the parties shall then negotiate in good faith to modify this Agreement to the extent reasonably necessary to bring about compliance with such law, rules, constitution, by-laws and/or rules and regulations; provided, however, that if such modification would cause this Agreement to fail in its essential purpose or purposes, or the parties are unable to reach agreement after negotiating in good faith, then any party may elect to terminate this Agreement.

(l) In the event that a Party is successful in a court of competent jurisdiction or in binding arbitration provided for hereunder, in obtaining legal or equitable relief from a default by another Party, the successful Party shall be entitled to recover the fees and expenses of it counsel in such proceedings.

13. **Limitation on Assignment.**

(a) Subject to the terms and conditions of this Section 13, this Agreement and all of the terms and provisions hereof will be binding upon, enforceable against, and will inure to the benefit of, the parties hereto and their respective successors and assigns.

(b) Except as provided in Section 13(c) below, neither Team nor Naming Sponsor may assign this Agreement without the written consent of the other Party, and any assignment of this Agreement without the consent of the other Party shall be void at law.

(c) Team shall have the right to assign this Agreement to any purchaser of Team's interest in the franchise and, upon approval by the National Football League of the purchasers of the franchise and the assumption by the purchasers of the obligations of Team hereunder, the National Football League shall be fully released from any liability hereunder.

(d) If Team does not consent to a Naming Sponsor request to assign this Agreement, and provided that Naming Sponsor and any successor in interest are current with respect to their obligations hereunder, the successor in interest shall have the rights of Naming Sponsor hereunder to continue to make use of the Naming Rights and Sponsorship Rights to advertise and promote Designated Services marketed and provided under the EverBank brand but such rights may not be used in connection with any other brand, product or service.

(e) It shall be a condition precedent to any assignment and transfer pursuant to this Section 13 that the assignee or successor in interest specifically assume all of the liabilities and obligations of the assignor, including assignor's obligations under Exhibit A and Exhibit B, and that the assignor and the assignee execute and deliver to the other parties to this Agreement such assignments, assumptions and other documents as the other parties reasonably request to evidence such transactions and the assumption of the liabilities and obligations hereunder and under the

Exhibit A and Exhibit B hereto. Any such assignment by Naming Sponsor shall not entitle it to change the Stadium Name unless it also complies with Section 6 hereof in all respects.

14. **Independent Contractor.** The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. The parties shall each be solely responsible for the conduct of their respective employees, agents and contractors in connection with the performance of their obligations hereunder.

15. **Notices.** All notices, offers, consents or other communications required or permitted hereunder shall be in writing and shall be deemed duly given if delivered personally or by messenger or if sent by certified mail, or by a nationally recognized overnight courier, postage fully prepaid, addressed to the appropriate address set forth below, or to such other person or address as either Party may designate by notice to the other Party given as herein provided:

If to Naming Sponsor:
EverBank
501 Riverside Avenue
12th Floor
Jacksonville, Florida 32202
Attention: John Surface, Executive
Vice President, Corporate Development

with a copy to:
EverBank
501 Riverside Avenue
12th Floor
Jacksonville, Florida 32202
Attention: Thomas Hajda, Senior Vice
President and General Counsel

If to Team:
Jacksonville Jaguars, Ltd.
One EverBank Field Drive
Jacksonville, FL 32202
Attention: Macky Weaver, Senior Vice
President

with a copy to:
Jacksonville Jaguars, Ltd.
One EverBank Field Drive
Jacksonville, FL 32202
Attention: Paul Vance, Senior Vice
President and General Counsel

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

with a copy to:
Jacksonville Economic Development
Commission
Attn: Executive Director
1 West Adams Street, Suite 200
Jacksonville, Florida 32202

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

16. **Representations and Warranties.**

a. Team represents, warrants and covenants to Naming Sponsor and the City as follows:

i. It has been duly organized, is validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, as the case may be, and has all requisite power and authority and, to the best of its knowledge, possesses all permits necessary to enable it to use its business or other name and to own, lease or otherwise hold and operate its properties and other assets and to carry on its business as currently conducted, except where the failure to possess such permits, individually or in the aggregate, would not have a material adverse effect upon Team or prevent or materially impair the ability of Team to perform its obligations under this Agreement or prevent or materially impede, hinder or delay the consummation of the transactions contemplated hereby.

ii. To the best of its knowledge, Team and each of its subsidiaries is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership, leasing or operation of its properties makes such qualification, licensing or good standing necessary, except where the failure to be so qualified or licensed, individually or in the aggregate, would not have a material adverse effect upon Team or prevent or materially impair the ability of Team to perform its obligations under this Agreement or prevent or materially impede, hinder or delay the consummation of the transactions contemplated hereby.

iii. It has the full right and legal authority to execute and deliver this Agreement, consummate the transactions contemplated hereby and otherwise fully perform this Agreement in accordance with its terms.

iv. It has, in conjunction with the City, the right to grant the Naming Rights to Naming Sponsor and it has the right to provide the Sponsorship Rights and Suite Rights to Naming Sponsor.

v. This Agreement, when executed and delivered by the Team and the City, will be its legal, valid and binding obligation, enforceable against the Team in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

vi. The execution and delivery of this Agreement has been duly authorized by Team, and such execution and delivery and the performance by the Team of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which it is a Party or by which it is bound, and no approval or other action by any governmental authority or agency is required in connection herewith, after the approval of the City.

vii. Each of the foregoing representations, warranties, and covenants shall be true at all times during the term hereof. Team acknowledges that each of such representations, warranties and covenants are deemed to be material and have been relied upon by Naming Sponsor notwithstanding any investigation made by Naming Sponsor.

b. Naming Sponsor represents, warrants and covenants to the Team and the City as follows:

i. It has been duly organized, is validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, as the case may be, and has all requisite corporate or other power and authority and , to the best of its knowledge, possesses all permits necessary to enable it to use its corporate or other name and to own, lease or otherwise hold and operate its properties and other assets and to carry on its business as currently conducted, except where the failure to possess such permits, individually or in the aggregate, would not have a material adverse effect upon Naming Sponsor or prevent or materially impair the ability of Naming Sponsor to perform its obligations under this Agreement or prevent or materially impede, hinder or delay the consummation of the transactions contemplated hereby.

ii. To the best of its knowledge, Naming Sponsor and each of its subsidiaries is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership, leasing or operation of its properties makes such qualification, licensing or good standing necessary, except where the failure to be so qualified or licensed, individually or in the aggregate, would not have a material adverse effect upon Naming Sponsor or prevent or materially impair the ability of Naming Sponsor to perform its obligations under this Agreement or prevent or materially impede, hinder or delay the consummation of the transactions contemplated hereby.

iii. It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.

iv. This Agreement, when executed and delivered by Naming Sponsor, will be its legal, valid and binding obligation enforceable against Naming Sponsor in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

v. The execution and delivery of this Agreement has been duly authorized by Naming Sponsor, and such execution and delivery and the performance by Naming Sponsor of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any third Person, including any governmental authority or agency is required in connection herewith.

vi. Each of the foregoing representations, warranties and covenants shall be true at all times during the term hereof. Naming Sponsor acknowledges that each of such representations, warranties and covenants are deemed to be material and have been relied upon by Team notwithstanding any investigation made by Team.

c. The City represents, warrants and covenants to Team and Naming Sponsor as follows:

i. It has the full right and legal authority to enter into and fully perform its undertakings under this Agreement in accordance with its terms.

ii. It has in conjunction with Team, the right to grant the Naming Rights to Naming Sponsor.

iii. This Agreement, when executed and delivered by the City, will be its legal, valid and binding obligation, enforceable against the City in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

iv. The execution and delivery of this Agreement has been duly authorized by the City, and such execution and delivery and the performance by the City of its obligations hereunder do not and will not violate or cause a breach of any agreements or obligations to which it is a party or by which it is bound, and no additional approval or other action by any governmental authority or agency is required in connection herewith.

v. Each of the foregoing representations, warranties, and covenants shall be true at all times during the term hereof. The City acknowledges that each of such representations, warranties and covenants are deemed to be material and have been relied upon by Team and/or Naming Sponsor notwithstanding any investigation made by Team and/or Naming Sponsor.

17. **Compliance with the Law.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application thereof to any Party or circumstance is prohibited by or invalid under applicable law, that provision shall be effective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or the application of such provision to other parties or circumstances.

18. **Failure to Object Not a Waiver.** The failure or delay of any Party to object to, or to take affirmative action with respect to, any conduct of another Party which is in violation of any of the terms or provisions of this Agreement, or to exercise rights or powers under this Agreement, shall not be construed, taken or held to be a waiver of any default or acquiescence

therein, or to impair the right or power or to waive any other default or any future breach of any such terms or provisions or of any other wrongful conduct.

19. **Governing Law.** This Agreement will be deemed to have been executed and delivered in the State of Florida and will be construed and interpreted according to the laws of that State. The parties agree that the United States Federal Court of Florida, Middle District, and the Fourth Judicial Circuit for the State of Florida shall have exclusive jurisdiction of any dispute or action arising out of or in any way connected with this Agreements. Venue shall lie in Duval County, Florida.

20. **League Rules.** The parties hereto expressly agree that this Agreement is subject to the Constitution and Bylaws of the National Football League and any modifications to any of such which may be made from time to time during the term of this Agreement.

21. **Entire Agreement; Amendments.**

a. This Agreement constitutes the entire understanding and agreement between the parties with respect to the Naming Rights and supersedes any and all prior negotiations, understandings or agreements in regard thereto, including any prior agreements. This Agreement may be amended only by written instrument signed by the parties hereto, specifically referring to this Agreement.

b. Naming Sponsor has not, and by reason of entering into this Agreement shall not be deemed to have, assumed any obligations to the City for the performance of any of the obligations of Team to the City under the Lease or otherwise.

22. **Interpretation and Construction.** Unless otherwise expressly provided, for the purposes of this Agreement, the following rules of interpretation shall apply:

a. The article and section headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation hereof.

b. Unless otherwise clearly indicated to the contrary, when a reference is made in this Agreement to an article or a section, paragraph, exhibit or schedule, such reference shall be to an article or a section, paragraph, exhibit or schedule hereof, all of which shall be deemed to be incorporated and made a part of this Agreement.

c. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.”

d. The words “hereof,” “herein” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

e. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.”

f. The word “or” shall not be exclusive.

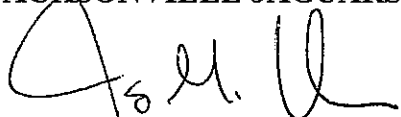
g. The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

h. A reference to any period of days shall be deemed to be to the relevant number of calendar days, unless otherwise specified.

i. The parties have participated jointly in the negotiation and drafting of this Agreement (including the Schedules and Exhibits hereto. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions hereof.

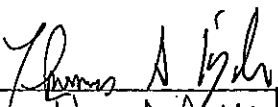
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written, and each of the Parties represents, and each of the individuals executing this Agreement certifies, that he or she is duly authorized to do so.

JACKSONVILLE JAGUARS, LTD.



Name: James M. Weaver
Title: Senior Vice President, Sales and Marketing

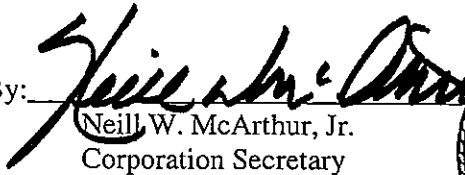
EVERBANK FINANCIAL CORP

By 


Name: Thomas A. Hajduk
Title: Senior Vice President

ATTEST:

CITY OF JACKSONVILLE, a Florida
municipal corporation

By: 
Neill W. McArthur, Jr.
Corporation Secretary





John Peyton, Mayor

Derek Igou
Deputy Chief Administrative Officer
For: Mayor John Peyton
Under Authority of:
Executive Order No. 10-02

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: 9245-01

SCHEDULE 1

Schedule of Naming Sponsor Fee

Naming Sponsor shall pay the Naming Sponsor Fee in accordance with this Schedule 1. The Naming Sponsor Fee for the Initial Period shall be due and payable upon the Effective Date. The Naming Sponsor Fee for Contract Years following the Initial Period shall be payable in annual installments in the amounts and on the dates set forth below. Naming Sponsor shall pay each installment of the Naming Sponsor Fee directly to Team in accordance with instructions provided by Team.

For each regular season home game occurring prior to November 1 of each Contract Year that is not a Blackout Game, Naming Sponsor shall pay to Team an amount equal to \$100,000, such payment to be due on November 15 of such Contract Year.

For each regular season home game occurring on or after November 1 of each Contract Year that is not a Blackout Game, Naming Sponsor shall pay to Team an amount equal to \$100,000, such payment to be due on February 1 of such Contract Year.

Contract Year	Naming Sponsor Fee	Amount Payable March 1 of Contract Year
Initial Period – 2010 Season	<u>\$3,000,000</u>	<u>\$2,200,000</u>
2011 Season	<u>\$3,150,000</u>	<u>\$2,350,000</u>
2012 Season	<u>\$3,307,500</u>	<u>\$2,507,500</u>
2013 Season	<u>\$3,472,875</u>	<u>\$2,672,875</u>
2014 Season	<u>\$3,646,518</u>	<u>\$2,846,518</u>

SCHEDULE 2

Intellectual Property

Categories for Registration

Licensed goods and services:

Class 9: Football helmets, magnetic coded charge cards, decorative magnets, audio tapes and CD's, pre-recorded videotapes and DVD's featuring the sport of football, computer game software and disks and mouse pads (sunglasses)

Class 14: Jewelry, watches, clocks, pins, earrings, necklaces, bracelets, charms, money clips, tie pins, rings, collectible coins, coins of precious metal, pendants and key chains made of precious metal

Class 16: Posters, calendars, trading cards, series of books relating to football, magazines relating to football, newsletters relating to football, stickers, bumper stickers, credit cards without magnetic coding, note pads, paper pennants and greeting cards; printed tickets to sports games and events; pens and pencils, pencil cases, rub on decorative transfers, note paper, pictorial prints, picture postcards, art pictures, stationery, envelopes, stationery-type portfolios, photo albums, scrapbook albums, ring binders, checkbook covers, wrapping paper, playing cards, paper table cloths, paper napkins, paper party hats, paper party invitations, paper gift cards; paper gift bags, paper decorations, collectible cards; collectible card and memorabilia holders, souvenir programs for sports events

Int. Class 18: Leather goods and umbrellas

Int. Class 21: Housewares and glass, including paper, plastic and glass cups and coolers

Class 24: Goods of textile, fabric or plastic material in this class, household linen, bed linen, towels, hand towels, bed and table covers, serviettes, labels in this class, banners, bunting; textiles and fabrics (woven and knitted)

Class 25: Men's, women's and children's clothing, namely, fleece tops and bottoms, headwear, caps, knit hats, t-shirts, sweatshirts, shorts, tank tops, sweaters, pants, jackets, golf shirts, knit shirts, jerseys, wristbands, warm up suits, raincoats, parkas, gloves, ties, cloth bibs, sleepwear, namely, night shirts and pajamas, aprons, headbands and underwear (socks, scarves, towels, etc.)

Class 28: Toys and sporting goods, namely, plush toys, stuffed toy animals, play figures, golf balls, golf bags, golf clubs, golf club covers, footballs, toy banks, board games relating to football, Christmas tree ornaments, toy and decorative windsocks, toy cars and trucks, billiard balls, dart boards, playing cards and miniature helmets

Int. Class 30: Staple foods, including prepared foods like hamburgers and hot dogs, and beverages like coffee or cocoa

Int. Class 31: Light beverages, including beer, soda and juices

Class 41: Education and entertainment services in the nature of organizing and presenting professional football games and exhibitions; providing sports and entertainment information via a global computer network or a commercial on-line service; organization of sports events; fan club services; educational services, namely, physical education programs and seminars in the field of football; football games, exhibitions, competitions and musical, comedy and dance performances performed before live audiences and broadcast via television, cable television, satellite television and radio broadcast

EXHIBIT A

to

NAMING RIGHTS AGREEMENT

This is Exhibit A to that certain Naming Rights Agreement dated August 16, 2010 by and among Naming Sponsor, the Team and the City (the "NRA").

1. **Exhibit A Definitions.** The following capitalized terms will have the meanings indicated when used in this Exhibit A. All other capitalized terms herein will have the meaning given those terms in the NRA shall, unless otherwise specifically indicated herein.

"Sponsored Event" means an event, including games, scrimmages and/or practices of the Franchise, and social functions, meetings and the like, whether presented exclusively by Team, or by Team in conjunction with others, or by others without Team, for which Team has the rights, contractually or otherwise, to permit and control the promotion or sponsorship of the event. Sponsored Events may include, but are not limited to, giveaway items, pre-event advertising, personal appearances by Team personnel, public address announcements, message and video board presentations, contests, and event advertising.

"Team Designation" means a right granted by Team to advertise or promote that a sponsor, product or service has an "official," "sponsor" or similar relationship with Team, such as "[sponsor or product] is the Official [product or service] Provider of Team," or "[sponsor] is the Proud Sponsor of Team," or other similar designation.

2. **Grant of Sponsorship Rights.** In the NRA, to which this Exhibit A is an exhibit, Team granted to Naming Sponsor certain Sponsorship Rights. This Exhibit A and Schedule A-1 attached hereto and incorporated herein by reference further describes those Sponsorship Rights and the terms applicable to Naming Sponsor and Team concerning those Sponsorship Rights.

3. **Payment for Sponsorship Rights.** Naming Sponsor and Team acknowledge that the payment for the grant of Sponsorship Rights is included in the Naming Sponsor Fee set forth in the NRA.

4. **Costs.**

(a) Except as specifically otherwise provided on Schedule A-1, the costs and expenses to be borne by Naming Sponsor with respect to Advertising Copy, Sign Faces and New Sign Structures are set forth in Section 3(d) of the NRA.

(b) Team shall use commercially reasonable efforts to cause the City of Jacksonville to perform its obligations to Team under the Lease to repair and maintain the signs, billboards and other similar structures so that the Advertising Copy of Naming Sponsor can be displayed in accordance with the terms of this Agreement.

5. **Rights Granted.**

(a) Rights and Terms. The Sponsorship Rights granted by Team to Naming Sponsor are listed and described on Schedule A-1 hereto. The Sponsorship Rights shall be further defined by, and shall be subject to, the terms and conditions of the NRA, this Exhibit A and the terms of any subsequent specific agreement entered into by Team and Naming Sponsor with respect to any of the Sponsorship Rights that by its terms supersedes or supplements the NRA and/or any exhibit or schedule thereto. Team reserves the right to establish reasonable rules and procedures from time to time for the use of the Sponsorship Rights, such rules and procedures to be consistent with the full use of all rights granted under the NRA and/or any exhibit or schedule thereto. Team reserves the right to establish reasonable standards and procedures for promotion of Sponsored Events.

(b) Exclusivity. Subject to the exceptions in Section 5(c) below, Team shall provide the following exclusivity rights to Naming Sponsor:

(i) Team will not grant to any Person other than Naming Sponsor any rights in the Stadium to advertise products or services that directly compete with Designated Services;

(ii) Team will not grant any rights to use Team Marks or Team Designations to any (A) Banking Business, or (B) any Person in connection with the promotion or advertising of products or services which directly compete with Designated Services;

(iii) Team will not grant to any Banking Business any advertising rights controlled by Team;

(iv) Team will not grant any Banking Business or Competing Business the right to name or identify a portion of the Stadium, including, without limitation the Touchdown Clubs, the Terrace Suite, the Suite level(s) or any other section of the Stadium bowl or field.

(c) Exceptions. Notwithstanding the provisions of Section 5(b) above, Team shall be entitled to:

(i) Grant to Wachovia or Wells Fargo (A) advertising in Jaguars-controlled radio and television programming; provided, however, that if such rights are granted, Naming Sponsor shall also receive (at no additional cost) twice the number of advertisements in any such programming for promotion of the Designated Services; (B) the right to (I) be the presenting sponsor for one Jaguars home game during each NFL season which game will be designated as military appreciation day; provided, however, that such game shall not be a nationally-televised game; or (II) the right to sponsor some other community-themed program; and (C) in connection with the promotion and execution of such game or community-themed program, the right to refer to itself as a "Proud Community Partner of Team." Neither Wachovia nor Wells Fargo shall have the right to promote any particular product or service that they offer in connection with 5(i)(B) or (C) above. Except as set forth in Section 5(c)(i), neither Wachovia nor Wells Fargo shall have the right to use any Team Mark or any Team Designation; and

(ii) Grant to any Banking Business rights to advertise products or services competitive with the Designated Services in Jaguars-themed radio and television programming; provided, however, that such grant may not include the right to use any Team Marks or Team Designation

(iii) Grant to a Banking Business or Competing Business the right to activate in the Stadium and otherwise, a credit card promotion using NFL and Team Marks.

(iv) Grant to a Competing Business rights to include

(A) advertising rights on Team radio and TV media and shows, Team internet sites/pages, and Team print media;

(B) rights to sponsor or promote community-themed programs and in connection therewith to be designated as a "Proud Community Partner of Team;"

(C) signage advertising rights in the Stadium and on the Stadium concourses, that is (I) identity-oriented only and does not advertise any product or service which is competitive to any Designated Service; (II) not larger than the 36 feet by 26 feet television panels and no Competing Business shall have more than one-third of the rotations on such television panel and (III) subject to the restrictions set forth below; and

(D) LED signage not to exceed one (1) minute per quarter

Provided, however, that such Competing Business shall not have the right to

(A) name or identify any portion of the Stadium, including, but not limited to, the Touchdown Clubs, the Terrace Suite, the Suite level(s) or any other section of the Stadium bowl or field;

(B) use any Team Marks or Team Designations other than Proud Community Partner of Team" in connection with any rights that are granted;

(C) advertise on the tarps covering areas of the seating bowl where seats for Team games are not offered for sale. the speaker panel on the South End Zone scoreboard, or the center panel on the North End Zone scoreboard; and

(D) no more than three (3) Competing Businesses shall be allowed to have signage in the Stadium and on the Stadium concourses in any Contract Year.

(v) Grant rights to companies whose primary business involves insurance brokerage or agency.

(d) Team shall not create a relationship with any other sponsor or other entity such that its relationship with Naming Sponsor shall not, at all times during the Term, be the most prominent sponsor of Team when such relationship and sponsorship is taken as a whole.

(e) Naming Sponsor understands and agrees that the undertakings of Team in (a) and (b) above are limited as provided herein. Performance by Team may be affected by future agreements entered into by the NFL and its related entities with certain Persons not a party to the NRA and this Exhibit A, and Naming Sponsor's remedy shall be limited to those set forth in Section 12(i) of the NRA.

6. Advertising Copy Approval.

(a) The design, layout and content of the Advertising Copy to be utilized by Naming Sponsor with respect to the Sponsorship Rights shall be subject to the approval of Team. Team shall have the right to disapprove the Advertising Copy if, among other possible reasons for disapproval, it fails to comply with applicable NFL rules, regulations or policies or applicable government standards or regulations. Naming Sponsor shall submit the Advertising Copy to Team for approval at least fifteen (15) days prior to the first use which Naming Sponsor wishes to make of the Advertising Copy in connection with the Sponsorship Rights, provided that Team shall use commercially reasonable efforts to accommodate an exception to such fifteen (15) day prior approval upon written request by Naming Sponsor. The Advertising Copy shall be deemed approved if Naming Sponsor shall not have received Team's written objections thereto within five (5) business days following Team's receipt thereof.

(b) Subject to the right of Team to approve the Advertising Copy, Naming Sponsor shall have the right at any time to elect to change and/or remove the Advertising Copy, such removal or change to be at Naming Sponsor's expense. Any change or removal of the Advertising Copy incorporated in Sign Faces shall be done only by Stadium management personnel as provided in Section 4(d). Nothing in this Section 6(b) shall be construed to grant Naming Sponsor the right to use the Sponsorship Rights or to erect or display any Advertising Copy promoting or advertising any products or services other than the Naming Sponsor and the Designated Services as provided herein.

7. **Trademarks and Logos and Promotion.**

(a) Naming Sponsor's trademarks, brand logos and label design, product identification, decals and artwork displayed in the Advertising Copy shall remain the property of Naming Sponsor and Team is granted no license hereunder for any use of Naming Sponsor's marks, copyrights or other intellectual property, other than as specifically authorized herein. Any and all rights under the trademark or copyright law or other property rights with respect thereto shall inure solely to the benefit of Naming Sponsor.

(b) Team shall have the right at all times during the Term to disclose and publish the identity of Naming Sponsor as a sponsor of Team and in connection therewith to display the Stadium Marks and the Naming Sponsor Marks. Team shall meet with Naming Sponsor at Naming Sponsor's request and no more frequently than quarterly, and will review with Naming Sponsor the use of the Naming Sponsor Marks or Stadium Marks and any issues that have come to the attention of Naming Sponsor in that regard.

(c) Unless otherwise agreed, neither Party shall have the right to use in any way the corporate or tradename(s), trademark(s), service mark(s), logo(s) or other identifications of the other Party or its respective Affiliates without the other Party's prior written consent. Notwithstanding anything to the contrary herein, any right granted to Naming Sponsor to use the Team Marks shall be subject to the requirement that Naming Sponsor obtain the prior written approval of Team for each such use. Naming Sponsor may not pass-through or co-mingle the Team Marks with the corporate name, tradename, trademark, service mark, logo or other identification of any other Person, provided that Naming Sponsor may make available to its business partners ticket and suite inventories. Except as specifically set forth on Schedule A, Naming Sponsor has not acquired the right to use the tradenames, trademarks, service marks, logos or other identifications of Team. Naming Sponsor understands that it has not acquired the

right to use the tradename, trademarks, service marks, logos or any other identifications or intellectual property of the NFL or its related entities or the image, likeness, name or other identification of any individual player, coach, officer, or other employee of the Franchise or Team, except as may be provided from time to time in writing by the Team, National Football League or other authorized Person in their sole discretion.

(d) Naming Sponsor agrees that neither it nor its Affiliates will create or develop any tradenames, trademarks, service marks, logos or other intellectual property that indicates or implied a connection, affiliation, endorsement, sponsorship or other relationship between Naming Sponsor or any product or service of Naming Sponsor and Team, without the prior written approval of Team. In the event that Naming Sponsor creates, develops, obtains or uses any such intellectual property, whether with the consent of Team or otherwise, Naming Sponsor agrees that upon the termination of this Agreement, for any reason, Naming Sponsor shall immediately cease to use, and will not thereafter use, any such intellectual property.

(e) Unless otherwise indicated on Schedule A-1, Naming Sponsor has not acquired the right to run contests, sweepstakes, or promotions for the award of invitations, tickets or other similar rights acquired by Naming Sponsor hereunder.

8. **Limitation on Assignment.** Naming Sponsor shall not have the right to assign any of the Sponsorship Rights to any other Person without the express written consent of Team, which Team may withhold in its absolute discretion. Naming Sponsor shall not have the right to assign all of the Sponsorship Rights except in connection with the assignment of all of its rights under the NRA. Any such assignment shall be subject to all the restrictions thereon in the NRA.

SCHEDULE A-1

SPONSORSHIP RIGHTS

1. STADIUM SIGNAGE AND ADVERTISING. Naming Sponsor shall be entitled to the following signage rights and usage each Contract Year and during the Initial Period:

A. ELECTRONIC SIGNAGE

- (i) Fascia LED – Naming Sponsor shall receive two (2) sixty second (:60) features per quarter to be displayed on the LED ribbon boards located on the fascia beneath the upper concourses on each side of the Stadium for each Jaguars preseason and regular season home game. Naming Sponsor shall be responsible for all production costs relating to the video features, which video features shall be subject to the prior approval of Team,
- (ii) Video Features – Naming Sponsor shall receive two (2) sixty second (:60) video features to be shown on both main scoreboards during each Jaguars preseason and regular season home game. These features may be used to welcome fans to the Stadium, for community programming messages, to promote Designated Services or Naming Sponsor, promotion of Naming Sponsor shows, contests or promotions. Sponsor shall be responsible for all production costs relating to the video features, which video features shall be subject to the prior approval of Team,.

B. FIXED SIGNAGE

- (i) North Scoreboard Sign – Naming Sponsor shall receive one (1) back illuminated advertising panel, approximately six (6) feet in height by one hundred (100) feet in length, located on the back of the North end zone scoreboard of the Stadium.
- (ii) South Scoreboard Sign – Naming Sponsor shall receive one (1) back illuminated advertising panel, approximately six (6) feet in height by one hundred (100) feet in length, located on the back of the South end zone scoreboard of the Stadium.
- (iii) New Display atop North Scoreboard – Naming Sponsor shall receive one (1) new display, of a size appropriate for premiere Naming Sponsor signage, atop the North End Zone Scoreboard. The size and design of this display shall be subject to the prior approval of Team. The display shall be of the Stadium Name and/or Stadium Mark.

- (iv) **New Display atop South Scoreboard** – Naming Sponsor shall receive one (1) new display, of a size appropriate for premiere Naming Sponsor signage, atop the South End Zone Scoreboard. The size and design of this display shall be subject to the prior approval of Team. The display shall be of the Stadium Name and/or Stadium Mark.
- (v) **Concourse Panels** – Naming Sponsor shall receive twelve (12) back-illuminated advertising panels in various sizes located in prominent locations on the Stadium concourse.
- (vi) **Tunnel Signage** – The Stadium Name and/or Stadium Mark shall be prominently displayed above the (2) field tunnel entrances at field level on the East side of the Stadium. The signage must meet the requirements and restrictions of the NFL. The form and content of the signs shall be subject to the prior approval of Team.
- (vii) **Club and Suite Signage** – Naming Sponsor shall receive appropriate Stadium Name and/or Stadium Mark recognition in appropriate locations within each Touchdown Club, the Terrace Suite and on the Suite level floors of the Stadium. Subject to limitations and restrictions set forth in the NRA and exhibits and schedules thereto, , Naming Sponsor acknowledges that Team retains the right to sell naming rights to such areas to other sponsors and that branding of such areas for such sponsors will be consistent with past practices for similar areas of the Stadium.
- (viii) **Ribbon Signage** - Naming Sponsor shall receive a total of four (4) panels located on the ribbon panels affixed to the fascia beneath the upper concourses on each side of the Stadium.
- (ix) **Scoreboard Panel** – Naming Sponsor shall receive one (1) panel on each of the main scoreboards of the Stadium.

2. **RADIO AND TELEVISION.** Naming Sponsor shall be entitled to the following sponsorship and advertising rights and inventories in Jaguars radio and television media and usage each Contract Year and during the Initial Period:

A. **TELEVISION**

- (i) **Preseason In Game** – Naming Sponsor shall receive a total of sixteen (16) thirty second (:30) promotional announcements, the opening and closing billboard announcements and four (4) feature announcements with Stadium Name, Stadium Marks and Naming Sponsor Marks recognition spread equally across the broadcasts of Jaguars preseason season games airing on the Jaguars television network.
- (ii) **THE Jaguars Show** – Naming Sponsor shall receive one (1) thirty second (:30) promotional announcement during each of the twenty (20)

preseason and regular season broadcast of *THE Jaguars Show* airing on local TV.

- (iii) **Coach's Show** – Naming Sponsor shall receive one (1) thirty second (:30) promotional announcement during each of the twenty (20) preseason and regular season broadcast of the show hosted by the Team head coach airing on the Jaguars television network.
- (iv) **Preseason Pre-Game Show** – Naming Sponsor shall receive one (1) thirty second (:30) promotional announcement spread across each of the four (4) preseason broadcasts of the *Jaguars Pre-Game Show* airing on the Jaguars television network.
- (v) **Regular Season Pre-Game Show** – Naming Sponsor shall receive one (1) thirty second (:30) promotional announcement during each of the sixteen (16) regular season broadcast of the *Jaguars Pre-Game Show* airing on the Jaguars television network.
- (vi) **Naming Sponsor-Branded Show**. The Naming Sponsor will be entitled to receive title sponsorship of a mutually-agreed upon existing Team show.

B. **RADIO**

- (i) **Pre-Game Show** – Naming Sponsor shall receive two (2) thirty second (:30) promotional announcement during each of the twenty (20) preseason and regular season broadcasts of the Jaguars Pre-Game Show on the Jaguars radio network.
- (ii) **Post Game Show** – Naming Sponsor shall receive two (2) thirty second (:30) promotional announcement during each of the twenty (20) preseason and regular season broadcasts of the Jaguars Post Game Show on the Jaguars radio network.
- (iii) **In Game** – Naming Sponsor shall receive four (4) thirty second promotional announcement, an opening and closing billboard announcement and sponsorship of one (1) feature announcement during the in-game broadcast of each of the twenty (20) Team preseason and regular season game on local radio.
- (iv) **Live Mentions** – Naming Sponsor shall receive a to-be-determined number of live mentions that shall be “Live from EverBank Field”

during each of the ten (10) gameday radio programming on the Jaguars radio network for each Jaguars preseason and regular season home game.

- (v) **Jaguars This Week** – Naming Sponsor shall receive one (1) thirty second (:30) promotional announcement during each broadcast of *Jaguars This Week* simulcast on local radio.
- (vi) **Coach's Show** – Naming Sponsor shall receive one (1) thirty second (:30) promotional announcement during each of the twenty-six (26) broadcasts of the radio show hosted by the Team head coach on the Jaguars radio network.
- (vii) **Tailgate Show** – Naming Sponsor shall receive one (1) thirty second (:30) promotional announcement during each of the twenty (20) preseason and regular season broadcasts of the Jaguars Tailgate Show on local radio.
- (viii) **Scoreboard Show** – Naming Sponsor shall receive one (1) thirty second (:30) promotional announcement during each of the twenty (20) preseason and regular season broadcast of the Jaguars Scoreboard Show on local radio.
- (ix) **The Gene Smith Show** – Naming Sponsor shall receive one (1) thirty second (:30) promotional announcement during each preseason and regular season broadcast of *The Gene Smith Show* or any successor show having a different name on local radio.

3. **PRINT.** Naming Sponsor shall be entitled to the following sponsorship and advertising rights and inventories in Jaguars print media each Contract Year and during the Initial Period:

- A. **Media Guide** – Naming Sponsor shall receive one (1) full page four color advertisement and one (1) page Stadium feature including the Stadium Mark in the Jaguars Media Guide.
- B. **Gameday** – Naming Sponsor shall receive one (1) full page four color advertisement and one (1) page Stadium feature including the Stadium Mark in each *Jaguars Gameday* magazine.
- C. **Yearbook** – Naming Sponsor shall receive one (1) full page four color advertisement and one (1) page Stadium feature including the Stadium Mark in the *Jaguars Yearbook*.

- D. **Fan Guide** – Naming Sponsor shall receive one (1) full page advertisement and one (1) page Stadium feature including the Stadium Mark in the *Jaguars Fan Guide*.

4. **INTERNET.** Naming Sponsor shall be entitled to the following sponsorship and advertising rights and inventories on the Team website each Contract Year and during the Initial Period:

- A. **Digital Platforms** – The Stadium Mark shall be featured in all Team and Franchise digital platforms, including, but not limited to, the website located at www.jaguars.com (the “Team Website”).
- B. **Website Section** The section of the Team Website featuring the Stadium will prominently feature the Stadium Mark and have an embedded link from the Team Website to Naming Sponsor’s website located at www.everbank.com.
- C. **Interactive Feature** – Naming Sponsor shall receive title sponsorship of one (1) interactive feature on the Team Website.
- D. **Facebook** – The Stadium Name or Stadium Mark will be placed on the official Team Facebook page, subject to restrictions applicable to Facebook.
- E. **Twitter** – The Stadium Name or Stadium Mark will be placed on the official Team Twitter page, subject to restrictions applicable to Twitter. .
- F. **Season Ticket Holder Emails** – Naming Sponsor shall receive Stadium Name and/or Stadium Mark recognition in all broadcast emails that are sent by Team to its season ticket holder database. Team shall author and have formal approval of the content and design of the emails.
- G. **Other Social Media Venues**. If Team sponsors any other social media venues during the Term, the Stadium Name or Stadium Mark will be placed on the official Team area of such venue, subject to applicable restrictions. .

5. **PROMOTIONAL EVENTS.** Naming Sponsor shall receive the following promotional events and promotions each Contract Year and during the Initial Period:

- A. **Game Tickets** – Naming Sponsor shall receive appropriate Stadium Name and/or Stadium Mark recognition on all season tickets for each Team preseason and regular season home game. Naming Sponsor acknowledges that the Stadium Name and Stadium Mark will not appear on any tickets sold on gamedays or any ticket reprints produced at the Will Call office of the Stadium.

- B. **Parking Passes** – Naming Sponsor shall receive appropriate Stadium Name and/or Stadium Mark recognition on all season parking passes for each Jaguars preseason and regular season home game.
- C. **Season Ticket Mailing** – Each season, Naming Sponsor shall have the right to provide one (1) promotional advertisement which shall be included in one (1) mailing to Team season ticket holders by Team. The promotional advertisement shall be subject to the approval of Team. Naming Sponsor shall produce the advertisement at its own cost, and shall provide the advertisement in ready-to-mail form to Team. Team shall mail Naming Sponsor’s advertisement to the season ticket holder mailing list. Naming Sponsor agrees and covenants that it will not use information obtained from the mailing, or from any account relationship that may result, in a manner that Team determines may negatively impact Team or Team’s image or that implies an endorsement by Team.
- D. **Game Day Feature** – Team shall assist Naming Sponsor in developing promotional event(s) which may include specified contact points around the Stadium, sampling opportunities, sponsored contests, interactive kiosks or the like at four (4) Team preseason or regular season home games.
- E. **Game Day Promotions** – Naming Sponsor shall have the right to develop a program with online and retail features that can be activated in the Stadium using video board exposure, on-field appearances and/or in-bowl promotions. Such program can be used at four (4) Team preseason or regular season home games.
- F. **Jaguars Foundation Program** – Team shall assist Naming Sponsor in developing a new philanthropic program with the Jaguars Foundation in the Jacksonville metropolitan area. Any such program will be established with the Jaguars Foundation at the support level that is consistent with similar programs and is subject to the mutual agreement of Naming Sponsor and the Jaguars Foundation.
- G. **Jaguars Foundation Partnership** – Team will assist Naming Sponsor in forming a community support partnership with the Jaguars Foundation in connection with its flagship programs, i.e. Straight Talk, Honor Rows and Playbooks. Any such community support partnership will be established with the Jaguars Foundation at the support level that is consistent with similar programs and is subject to the mutual agreement of Naming Sponsor and the Jaguars Foundation.

6. **TICKETS**. Naming Sponsor shall receive the following tickets and admission packages each Contract Year and during the Initial Period:

- A. **Club Seats** – Naming Sponsor shall receive thirty eight (38) tickets in the Club section of the Stadium to each preseason and regular season home game of the Franchise. The location of these tickets shall be subject to mutual agreement.
- B. **Bowl Seats** – Naming Sponsor shall receive one hundred (100) tickets in the General Bowl sections of the Stadium to each preseason and regular season home game of the Franchise.
- C. **Terrace Suite** – Naming Sponsor shall receive twenty (20) tickets in the Terrace Suite to each preseason and regular season home game of the Franchise.
- D. **Parking Passes** – Naming Sponsor shall receive twenty eight (28) parking passes to each preseason and regular season home game of the Franchise. Five (5) of the parking passes are in respect of the Terrace Suite tickets. Twenty three (23) of the parking passes are in respect of Club Seat and Bowl Seats. In addition, Naming Sponsor will receive a total of twelve (12) parking passes in respect of the Suites and as provided in Exhibit B.
- E. **Super Bowl** – Naming Sponsor shall receive the right to purchase up to twenty (20) tickets to attend the NFL Super Bowl game. The tickets shall be purchased at face value.
- F. **Pro Bowl** – Naming Sponsor shall receive the right to purchase up to ten (10) tickets to attend the NFL Pro Bowl game. The tickets shall be purchased at face value and, subject to availability, Naming Sponsor may be allowed to purchase additional tickets for such game.

7. **JAGUARS EXPERIENCES**. Naming Sponsor shall receive each season the following Team experiences each Contract Year and during the Initial Period:

- A. **Away Game Trips** – Naming Sponsor shall receive an invitation for four (4) of its guest to accompany the Franchise on eight (8) regular season away game trips. The trips shall include general bowl tickets and pre-game field passes to the game, round-trip air transportation on the Team charter, and hotel accommodations. Naming Sponsor guests shall follow the instructions and restrictions set forth by the Team or its representatives.
- B. **Away Game Event** – Naming Sponsor shall receive the right to host one (1) event at the Team hotel on each of eight (8) regular season away game trips. The event shall be for twenty five (25) Naming Sponsor guests and shall be held the day or evening before the scheduled game. Subject to availability, Team shall make best efforts to have a Jaguars coach, player or Team executive attend the event. Team shall provide light hors d'oeuvres and beverages for the event up to a budget not to exceed \$50 per Person.

- C. **Away Game Tickets** – Team will provide Naming Sponsor a total of one hundred (100) tickets per season to away games of the Franchise. Naming Sponsor and Team shall select and prioritize the distribution of such tickets at the start of the Franchise’s season, subject to availability. Naming Sponsor acknowledges that these tickets will come from the allocation made by the home club to Team and that such seats are typically located high in the upper deck.
- D. **Merchandise** – Naming Sponsor shall receive a minimum of twenty (20) items each Contract Year from Team which shall be autographed by members of the Team. These items shall include official jerseys, official helmets, and official footballs.
- E. **VIP Gameday Experiences** – Naming Sponsor shall receive a total of four (4) specially-designed gameday experiences at each preseason and regular season home game of the Franchise. These experiences may include name recognition on the video boards, a visit to the Team radio or television booth before the game, delivery of the game ball, etc.
- F. **Sponsor Golf Tournament** – Naming Sponsor shall receive a minimum of six (6) invitations to attend the Team Sponsor Golf Tournament.
- G. **Draft Day Event** – Naming Sponsor shall receive VIP invitations to attend the Team Draft Day Event. Subject to availability, Naming Sponsor and Team shall agree on the number of invitations Naming Sponsor will receive.
- H. **Training Camp** – Naming Sponsor shall be permitted to host (1) Team Training Camp Event for twenty (20) of its guests to attend a training camp practice. The event shall include twenty (20) passes to an exclusive seating area with a tent and some designated meet and greet time with designated Team coaches and players after practice.
- I. **Field Passes** – Naming Sponsor shall receive eight (8) pre-game Stadium Field passes to each preseason and regular season home game and away game for use by a Naming Sponsor representative and guests of Naming Sponsor. The Naming Sponsor representative and Naming Sponsor guests shall be accompanied by a Team representative for a pre-game visit to the sideline area.
- J. **NFL Events** – Team shall make its reasonable efforts to obtain invitations for Naming Sponsor to attend the NFL Draft Event (currently held in New York City). Naming Sponsor shall be responsible for the cost of all travel and accommodations and the cost of tickets, if any. Team will also make reasonable efforts to enable Naming Sponsor to have the opportunity to attend the NFL Hall

of Fame game currently held each year in Canton, Ohio. Naming Sponsor shall be responsible for purchasing tickets and for all travel and accommodations.

8. **PARTNERSHIP COMMITMENT IDEAS**. In order to activate and provide the best value to all parties on the Sponsorship relationship, Team will, at Naming Sponsor's request:

- A. Hold a quarterly meeting with Naming Sponsor to review strategic initiatives, and
- B. Make efforts to introduce Naming Sponsor to key Team partners including NFL representatives in key areas important to Naming Sponsor, other Team sponsors, Team media and communications partners (e.g., mobile, VOD, online), representatives of the City of Jacksonville and the limited partners of Team.

9. **LOGO RIGHTS**. Naming Sponsor shall have a revocable, non-exclusive, non-transferable license to use certain Team logos and trademarks (collectively the "Team Marks"), solely for the purpose of promoting the Designated Services in the Home Marketing Area (as defined in the NFL Constitution and Bylaws). Naming Sponsor shall have no rights or interest in the ownership of, or any good will associated with the Team Marks. Naming Sponsor shall not co-mingle the Team Marks with the logos, names or trademarks of any third party. Naming Sponsor shall obtain Team's written approval prior to each individual use of the Team Marks. This license does not permit Naming Sponsor to display or make use of the Team Marks for any purpose other than as stated above. Naming Sponsor shall comply with the guidelines and requirements of the Jaguars style guide in all uses of the Marks.

10. **DESIGNATION**. Naming Sponsor shall have the exclusive right to use certain designations to be mutually agreed upon by Naming Sponsor and Team.

11. **IN-STADIUM BRANDING**

- A. **Kiosks** – Naming Sponsor shall receive name and logo recognition on three (3) kiosks in the Stadium that shall have access to Naming Sponsor website, www.everbank.com. The kiosks shall be located at locations mutually agreed on by Team and Naming Sponsor.
- B. **Interview Backdrop** – Naming Sponsor shall receive name and logo recognition on the Team backdrop displayed at all coach, player and Team press interviews and announcements. Naming Sponsor acknowledges that during Team training camp periods, the backdrop will also display the name and logo of the entity holding naming rights to the practice facility.

12. **OTHER**. Team will include the Stadium Name and/or Stadium Marks on all Team stationery, publications, tickets, pocket schedules and brochures, and will encourage the use of the Stadium Name

and/or Stadium Marks on appropriate merchandise. Team shall be responsible for the cost of complying with the undertakings under this Section 12.

13. **GAMEDAY SPONSORSHIP** – Naming Sponsor shall be the title sponsor of one (1) Jaguars preseason or regular season home game (“Title Sponsor Game”) each season. Subject to availability, Sponsor and Team shall agree on which game Sponsor shall be the Title Sponsor Game each season. In addition to the Acquired Rights set forth elsewhere in this Exhibit A, Naming Sponsor shall receive the following Acquired Rights for the Title Sponsor Game:

- A. **Game Tickets** – Sponsor shall receive eighty (80) tickets in the Club Seat section and twenty (20) tickets in the lower bowl section of the Stadium.
- B. **Tailgate Party** – Naming Sponsor shall be permitted to host a Team Tailgate Party prior to the Title Sponsor Game. The Tailgate Party shall be for one hundred (100) guests and shall include food, beverages, a copy of the Jaguars Gameday program and a souvenir.
- C. **Radio** – Naming Sponsor shall receive ten (10) on-air mentions during the radio broadcasts of Title Sponsor Game on local radio.
- D. **Television** – Naming Sponsor shall receive six (6) on-air announcements during the broadcast of the Jaguars Pre-game Show airing on local TV prior to the Title Sponsor Game.
- E. **Newspaper** – Naming Sponsor shall receive two (2) one quarter ($\frac{1}{4}$) page advertisements in the Florida Times Union during the week of the Title Sponsor Game.
- F. **Giveaway Items** – Naming Sponsor will have the right to provide promotional items to fans in attendance at the Title Sponsor Game. Naming Sponsor will be responsible for and will pay the cost of the promotional items and Team will be responsible for distribution of the promotional items to fans at the game.
- G. **Half Time Sponsor** – Naming Sponsor will receive recognition of its sponsorship of the Title Sponsor Game during the half-time entertainment.

14. **APPEARANCES**

- A. **Player / Coach Appearances** – Naming Sponsor shall receive a total of eight (8) appearances by Team players and/or coaches. Naming Sponsor and Team shall agree on the time and location of each appearance. Team shall be responsible for obtaining rights to promote the appearances of the players and coaches and will inform Naming Sponsor of any restrictions thereon.

- B. **Mascot / Cheerleader Appearances** – Naming Sponsor shall receive a total of eight (8) appearances by the Team Mascot, Jaxson de Ville and/or ROAR cheerleaders. Naming Sponsor and Team shall agree on the time and location of each appearance.

15. **PLAYOFFS**

- A. **Playoff Game in the Stadium** – In the event that Team hosts a playoff game in the Stadium, Naming Sponsor shall have the right to purchase those Sponsorship Rights set forth in Sections 2(A)(ii), 2(A)(iii), 2(A)(v), 2(B)(i), 2(B)(ii), 2(B)(iii), 2(B)(v), 2(B)(vi), 2(B)(vii), 2(B)(viii), 2(B)(ix), 3(B), 5(D), 5(E), 6(A), 6(B), 6(C), 6(D), and 7(E). Naming Sponsor shall exercise its right to purchase within a reasonable time after receiving notice from Team.
- B. **Playoff Away Game** – In the event that Team is the away team for a playoff game, Naming Sponsor shall have the right to purchase those Sponsorship Rights set forth in Sections 2(A)(ii), 2(A)(iii), 2(A)(v), 2(B)(i), 2(B)(ii), 2(B)(iii), 2(B)(v), 2(B)(vi), 2(B)(vii), 2(B)(viii), 2(B)(ix), and 7(A). Naming Sponsor shall exercise its right to purchase within a reasonable time after receiving notice from Team.

EXHIBIT B

to

NAMING RIGHTS AGREEMENT

SUITE LICENCE RIGHTS

This is Exhibit B to that certain Naming Rights Agreement (the "NRA") dated August 16, 2010, by and among EverBank ("Naming Sponsor"), Jacksonville Jaguars, Ltd. ("Team") and the City of Jacksonville. All capitalized terms defined in the NRA shall have the same meaning in this Exhibit B, unless otherwise specifically set forth herein.

1. **Grant of License.** In the NRA to which this Exhibit B is an exhibit, Team grant and agrees to license and provide two (2) Suites in the Stadium to Naming Sponsor during the Term. This Exhibit B and its attached schedules define and delineate the terms on which the Suites are to be provided. The Suites which Naming Sponsor shall have the privilege and right to the use shall be those (2) executive suites designated OC-5 and W-12. Naming Sponsor shall have the right to use and obtain access to the Suites and adjoining club level ("Club Level") facilities as set forth herein, provided that nothing herein shall be construed to confer upon Naming Sponsor any right, title, estate or interest in the Stadium, the Suites or the furniture, fixtures or equipment of the City of Jacksonville or Team located within the Stadium.

2. **License Fee.** Naming Sponsor and Team acknowledge that the license fee for access and use of the Suites is included in the Naming Sponsor Fee in the NRA. Naming Sponsor shall be responsible for all sales, privilege, rental, use, property or other governmental taxes or surcharges due with respect to the license fee or on account of the use of the Suites.

3. **Parking.** Separate and in addition to those parking passes Naming sponsor will receive pursuant to Exhibit A to the NRA, Naming Sponsor shall have the use, at no additional cost, of twelve (12) automobile parking spaces located in preferred designated parking areas in proximity to the Stadium on NFL pre-season and regular season game days only.

4. **Suite Access.** Naming Sponsor and Naming Sponsor's guests shall be entitled to use the Suites at times for which appropriate tickets for admission to the Suites have been obtained and the Stadium is intended to be open for use by the general public. Separate and in addition to those tickets Naming sponsor will receive pursuant to Exhibit A to the NRA, Team shall provide to Naming Sponsor forty (40) admission tickets, which will provide access to the Club Level and the Suites for all pre-season and regular season games played at the Stadium by the Jaguars. For all post-season games played at the Stadium by the Jaguars, Naming Sponsor shall purchase at face value, forty (40) admission tickets to the Stadium for access to the Club Level and the Suites. Naming Sponsor shall have the option to purchase up to twenty four (24) admission tickets for each Suite for any games and events held in the Stadium (other than pre-season, regular season and post-season home games of the Jaguars), including tickets for the Florida/Georgia collegiate football game and the Gator Bowl Classic (but excluding Special Events), which tickets shall be priced by the sponsor or promoter of the game or event.

5. **Guest Passes.** Naming Sponsor shall receive four (4) guest passes for each Suite permitting the holder (who must otherwise have an admission ticket to the NFL preseason or regular season game of the Jaguars) access to the Suite and the adjoining Club Level for all NFL preseason and regular season games and any postseason games to which Naming Sponsor has purchased tickets pursuant to Section 5 above.

6. **Access and Use.** Except as provided in Paragraph 7 below with respect to "Special Events," Naming Sponsor shall be entitled to the exclusive use of the Suites during the Term under the terms and conditions provided in this Exhibit B. Naming Sponsor and Naming Sponsor's guests shall be bound by and shall observe the terms and conditions upon which tickets for admission to the Stadium have been issued by the sponsor or promoter of each event for which tickets have been issued including, without limitation, the policy adopted by the issuer of such tickets with respect to the cancellation or postponement of the game or event. This Exhibit B provides Naming Sponsor only with the right and privilege to use the Suites in the manner set forth herein and does not confer upon Naming Sponsor or Naming Sponsor's guests any greater rights and privileges with respect to admission to the Stadium than afforded to other holders of tickets for admission thereto.

7. **Special Events.** Notwithstanding any other provision herein to the contrary, it is understood and agreed that the availability of the Suites with respect to any "Special Event" (as defined below) held in the Stadium will be subject to the requirements of the NFL or the Special Event sponsor. Accordingly, Naming Sponsor may be required either to relinquish use of the Suites for any Special Events held in the Stadium or to share use of the Suites with others. If Naming Sponsor is required to relinquish use of all or a portion of the Suites, then, to the extent tickets are made available for such purposes by the NFL or the Special Event sponsor, Team and City shall make reasonable efforts to require the Special Event sponsor to provide to Naming Sponsor an option to purchase a number of non-suite tickets, for admission to another seating area of the Stadium, but Team and City makes no guaranty that they will be able to provide all or any of the foregoing options. Naming Sponsor shall be solely responsible for the full purchase price for all Special Event tickets purchased hereunder, including any surcharges, taxes, and special charges or fees. As used in this Exhibit B, the term "Special Event" shall mean an event for which the Stadium owner is required to make special arrangements with an event sponsor concerning use of and access to the Suite in order to obtain a contract for such event with an event sponsor. Any NFL Super Bowl game to be held in the Stadium during the Term shall be a "Special Event." The Florida/Georgia collegiate football game and the Gator Bowl Classic shall not be deemed "Special Events."

8. **Furnishings and Services.**

(a) Team shall provide the following to each Suite:

i. Seating capacity for twenty (20) persons, carpeted floor, wall coverings, built-in cabinetry, restroom and lounge-seats and table;

ii. Color television, with standard all-channel reception for the Jacksonville area and closed circuit broadcasts of any football games played by the Jaguars in the Stadium as may be available to Team;

iii. Heat, air-conditioning, ventilation, sink with running water and electricity during all games and events for which the Stadium is open for use by the general public;

iv. Ordinary repair and maintenance of the interior and exterior of the Suite made necessary by normal wear and tear;

v. Dusting, sweeping and cleaning the Suite and rubbish removal and disposal following each Stadium game or event;

vi. A telephone, including local telephone service (the cost of additional telephone service shall be at Naming Sponsor's option and expense); and

vii. Such other special services as Team, in its sole discretion, may offer at prevailing rates and terms established from time to time by Team.

(b) Team agrees to allow Naming Sponsor to make additions or alterations in the interior of the Suites or the fixtures, furnishings and equipment therein subject to Team's reasonable approval. Naming Sponsor may also supply articles of appointment, such as pictures, plants or insignia reasonable in size and in good taste. Any such additions or alterations permitted by Team shall be made at Naming Sponsor's expense by a contractor approved by Team and shall be free of any liens or encumbrances and constructed in a good and workmanlike manner in compliance with all applicable permits, authorizations, building and zoning laws, ordinances, orders, rules, regulations and requirements of all governmental authorities having appropriate jurisdiction. Any fixtures or materials incorporated in or attached to the Suites by Naming Sponsor shall become the property of Team unless Naming Sponsor shall have obtained the written approval of Team to remove same prior to the expiration of the Term, and if so removed, Naming Sponsor shall, at its own expense, repair and restore the Suite to its condition as of the commencement of this Exhibit B. Within a reasonable time after receipt of notice from Naming Sponsor, Team shall, at its expense, promptly initiate and complete repairs to the exterior or interior of the Suites and to the property of Team therein and to electrical, heating, air conditioning, plumbing, pipes and conduit systems located in or serving or affecting the Suite made necessary by normal wear and tear.

9. Food and Beverage. Naming Sponsor shall coordinate with the concessionaire (the "Concessionaire") holding the catering rights for the (Stadium) (Suites) to arrange for food and beverage services to the Suite for the Jaguars preseason, regular season and post season (if any) games, the Gator Bowl Classic, the Florida/Georgia Game, and such other events held in the Stadium for which Naming Sponsor has the right to use the Suite and for which food and beverage service is available to the suites in the Stadium. Naming Sponsor shall be solely responsible for all food, beverage and merchandise costs, which shall be paid directly to the Concessionaire. The Concessionaire, in its sole discretion, shall select the menus of food and beverage items to be available for each game or event. Naming Sponsor may select the food and beverage items from the menus provided by the Concessionaire.

10. Covenants of Naming Sponsor. Naming Sponsor covenants and agrees with Team as follows:

(a) Naming Sponsor shall keep and maintain the Suite in good repair, order and condition, except for normal wear and tear, and shall reimburse Team for costs incurred by Team to repair any damage caused by Naming Sponsor or Naming Sponsor's guests to the Suite or to the property of Team therein.

(b) Naming Sponsor shall, and shall cause its guests to, abide by and observe rules and regulations established from time to time by Team or any Special Event sponsor pertaining to the use and occupancy of the Suite.

(c) Naming Sponsor shall, and shall cause its guests to, at all times maintain proper decorum while using the Suite and Club Level, shall comply with all present and future laws, ordinances, orders, rules and regulations of all governmental authorities and the Club Level and will not suffer or permit to remain any use or manner of use of the Suite in violation thereof.

(d) Naming Sponsor shall, and shall cause its guests to, not record or transmit or permit to be recorded or transmitted, by radio, television, camera, telephone, motion picture, video tape, sound recording or otherwise, any event in the Stadium, or any audio or visual reception, broadcast or transmission made available to the Suite unless authorized in writing by the event sponsor and the Team and then only in accordance with and for the purposes set forth in such authorization.

(e) Naming Sponsor shall not permit the preparation of food in the Suites nor shall food or beverages be brought into the Suites, except through the Concessionaire.

11. Access by Team. Team, its officers, agents, employees and representatives shall be entitled to have access to the Suites on such occasions and to such extent as Team, in its sole discretion, deems necessary or appropriate for the proper performance of the duties and obligations required or contemplated to be performed by Team or to be observed by Naming Sponsor under this Exhibit B. For such purposes, Team shall retain duplicate keys to the Suites and the cabinets in the Suites, and Naming Sponsor shall not change the locks or place any additional locks on, or otherwise restrict or impede Team's access to, the Suites or the cabinets therein.

12. Disclaimer of Liability. Team shall not be liable or responsible for any loss, damage, or injury to any person or to any property of Naming Sponsor or Naming Sponsor's employees, agents, representatives, invitees or guests in the Suite or the Stadium resulting from any cause whatsoever, including but not limited to theft and vandalism, unless due to the willful misconduct or gross negligence of Team.

13. Third Party Beneficiaries. Team may arrange financing with certain institutions ("Lenders"). Naming Sponsor acknowledges that Lenders will be relying on, and will be entitled to rely on, the commitments made by Naming Sponsor in this Exhibit B and that the Lenders shall have the rights of third party beneficiaries with respect to this Exhibit B. It is understood that Team may mortgage, pledge, assign or otherwise encumber the Suite, this Exhibit B and/or the

security deposit as security for such financing or may otherwise transfer, assign or convey its rights hereunder.

14. Miscellaneous.

(a) Upon the expiration or upon the earlier termination of the NRA, of this Exhibit B, Naming Sponsor shall surrender the Suites to Team in the condition in which it was originally delivered to Naming Sponsor, except for normal wear and tear, and damage caused by casualty or force beyond the control of Naming Sponsor or Naming Sponsor's guests.

(b) All notices, demands and other communications as applicable required or appropriate hereunder shall be in writing and deemed given if mailed by Team or Naming Sponsor or Naming Sponsor to Team as applicable, postage prepaid, to the parties' respective addresses set forth in the NRA, or to such other address as may be designated by either party, from time to time, in writing.

ADDENDUM A

**MASTER SUITE BILLING
INFORMATION FORM**

Date: _____

Suite #: OC-5

Main Contact:

Individuals authorized
by cardholder to approve
bill for each game or other
event:

Catering/Billing Contact:

Company Name:

Billing Address:

Telephone #:

Facsimile #:

Credit Card Information

Card Holder Name: _____

Credit Card #: _____

Expiration Date: _____

Type of card: ___ Visa ___ MasterCard ___ Discover ___ American Express

I hereby authorize Levy Restaurants, and its assignees or agents, to charge the card listed above for all products supplied and services rendered on each game day or other event during which the Suite is used.

Cardholder's Signature

Please return to:
Guest Relations Representative
Levy Restaurants
One Stadium Place
Jacksonville, Florida, 32202
Phone: (904) 633-4628/Fax: (904) 633-4630

**MASTER SUITE BILLING
INFORMATION FORM**

Date: _____

Suite #: W-12

Main Contact:

Individuals authorized
by cardholder to approve
bill for each game or other
event:

Catering/Billing Contact:

Company Name:

Billing Address:

Telephone #:

Facsimile #:

Credit Card Information

Card Holder Name: _____

Credit Card #: _____

Expiration Date: _____

Type of card: ___ Visa ___ MasterCard ___ Discover ___ American Express

I hereby authorize Levy Restaurants, and its assignees or agents, to charge the card listed above for all products supplied and services rendered on each game day or other event during which the Suite is used.

Cardholder's Signature

Please return to:
Guest Relations Representative
Levy Restaurants
One Stadium Place
Jacksonville, Florida, 32202
Phone: (904) 633-4628/Fax: (904) 633-4630

EXHIBIT C
SMG'S JOINDER AND CONSENT

Reference is made to that certain (i) Stadium Naming Rights Agreement, dated as of August 16, 2010, by and among the Naming Sponsor, the Team, and the City (the "Agreement"), and (ii) Amended and Restated Agreement, dated effective as of October 1, 2002, between the City and SMG (the "Management Agreement"), in each case, as the same may hereafter be amended. In consideration of its ongoing rights and obligations under the Management Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, SMG hereby enters into and delivers this Joinder and Consent (hereinafter, the "Joinder") pursuant to which SMG agrees to become a party to and bound by the provisions of the Agreement for the limited purposes of performing the obligations of the Stadium Manager under Section 10(d) and Section 11(c) of the Agreement. In furtherance of the foregoing, SMG hereby agrees as follows:

1. Insurance. Without limiting SMG's liability under the Agreement, SMG shall obtain and keep in full force and effect the insurance coverage in the types and amounts and for the periods outlined in Section 11(c) of the Agreement.

2. Indemnification. SMG shall indemnify, hold harmless, and defend the Naming Sponsor, Team, and the City and their respective sublicensees, subsidiaries, partners, Affiliates, officers, directors, employees, agents and assigns against any and all Damages arising out of or relating to those acts, omissions or other matters set forth in Section 10(d) of the Agreement.

3. Definitions. Capitalized terms used in this Joinder but not defined herein shall have the meanings ascribed to such terms in the Agreement.


4. Effective Date. This Joinder shall be deemed to be effective as of the date of the Agreement.

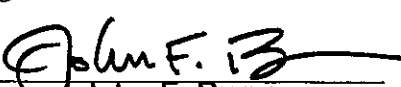
5. No Limitation of Management Agreement. Notwithstanding anything herein to the contrary, nothing contained in this Joinder or in the Agreement shall be deemed to in any way limit or waive any obligations or agreements of SMG under the Management Agreement.

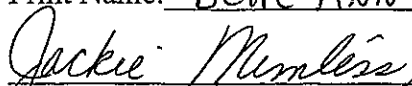
6. Facsimile Signature. This Joinder may be executed via facsimile signature, with such facsimile to be deemed an original Joinder.

Witnesses:

SMG


Print Name: Bette Ann Clark

By: 
Name: John F. Burns
Title: Chief Financial Officer


Print Name: JACKIE Mimless