

TEAM NON-RELOCATION AGREEMENT

by and between

THE CITY OF PORT ST. LUCIE, FLORIDA,

THE PORT ST. LUCIE COMMUNITY REDEVELOPMENT AGENCY,

and

EBENEZER PARTNERSHIP, LLC

## TABLE OF CONTENTS

	<b>Page</b>
Section 1 - DEFINITIONS .....	2
Section 2 - NON-RELOCATION COVENANTS.....	?
2.1 Maintenance of the Franchise; City Ties.....	7
2.2 Covenant to Play.....	7
2.3 Non-Relocation.....	11
Section 3 - TERM.....	11
3.1 Effective Date and Term .....	11
3.2 Termination.....	11
Section 4 - DEFAULTS AND REMEDIES.....	12
4.1 Agreements and Acknowledgments; Equitable Relief.....	12
Section 5 - REPRESENTATIONS AND WARRANTIES .....	14
5.1 Representations and Warranties of TeamCo .....	14
5.2 Representations and Warranties of the City .....	15
5.3 Representations and Warranties of the CRA.....	16
Section 6 - MISCELLANEOUS.....	17
6.1 Notices; Deliveries.....	17
6.2 Amendments.....	18
6.3 Execution of Agreement.....	18
6.4 Third-Party Beneficiaries.....	18
6.5 Entire Agreement .....	18
6.6 Governing Law; Venue .....	19
6.7 Severability .....	19
6.8 Successors and Assigns .....	19
6.9 Waivers.....	19
6.10 Interpretations .....	20
6.11 Time is of the Essence .....	20
6.12 USL Requirements .....	20

## TEAM NON-RELOCATION AGREEMENT

THIS TEAM NON-RELOCATION AGREEMENT (this "Agreement") is made as of \_\_\_\_\_ (the "Effective Date") by and between Ebenezer Partnership, LLC, a Florida limited liability company ("TeamCo"), the City of Port St. Lucie, Florida, a municipal corporation of the State of Florida (the "City"), and the Port St. Lucie Community Redevelopment Agency, a dependent special district of the City of Port St. Lucie (the "CRA"). TeamCo, the City and the CRA are referred to herein collectively as the "Parties" and individually as a "Party."

### RECITALS

A. TeamCo holds exclusive franchise rights to own and operate both men's and women's USL professional soccer teams in Port St. Lucie ("USL Franchise Team").

B. TeamCo is the owner and operator of the men's USL Franchise Team club known as Port St. Lucie Sports Club ("Team").

C. Contemporaneously with the execution of this Agreement: (1) Ebenezer Stadium Operations, LLC, a Florida limited liability company ("Operator"), the City and the CRA are entering into that certain Stadium Operating Agreement (as may be amended, supplemented, modified, renewed or extended from time to time, the "Stadium Operating Agreement"), which is incorporated herein by reference and made a part hereof, and pursuant to which the City and CRA have granted Operator occupancy, use, management, operation and other rights with respect to the Stadium, and under which Operator will enter into an agreement with TeamCo (the "TeamCo Sub-Use Agreement") for TeamCo's use of the Stadium, and which TeamCo Sub-Use Agreement is not terminable by either Operator or TeamCo without the approval of the City and the CRA in compliance with and subject to the terms of the Stadium Operating Agreement; and (2) Ebenezer Stadium Construction, LLC, a Florida limited liability company ("Developer"), the City and the CRA, are entering into that certain Development and Funding Agreement (the "Development Agreement") pursuant to which, among other things, Developer will design, develop and construct a 6,000-seat multiuse stadium facility, with potential for future expansion, designed to meet USL specifications and to accommodate other field sports at all competitive levels, concerts, festivals and other community events (the "Stadium").

D. TeamCo, Operator, and Developer are owned by Ebenezer Management, LLC, a Florida limited liability company, and Ebenezer PSL Holdings, LLC, a Florida limited liability company.

E. The Development Agreement and the Stadium Operating Agreement require TeamCo to provide this Agreement to the City and the CRA, and this Agreement is executed and delivered by TeamCo as a material inducement for and condition to the City and the CRA entering into the Development Agreement and the Stadium Operating Agreement and providing financial and other support for the development of the Stadium.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated into this Agreement, the mutual promises of the Parties herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties, each intending to be legally bound, do hereby agree as follows:

## SECTION 1 – DEFINITIONS

1.1 **Definitions and Usage.** Capitalized terms used in this Agreement have the meanings assigned to them in Exhibit A or within the individual sections or Recitals of this Agreement.

## SECTION 2 - NON-RELOCATION COVENANTS

### 2.1 **Maintenance of the Franchise; City Ties.**

A. At all times during the Term (as defined in Section 3 hereof), TeamCo must maintain its existence as an entity organized under the laws of the State of Florida and be qualified to do business in the State of Florida, and must not dissolve, liquidate, or divide, or take any other similar action.

B. At all times during the Term, TeamCo must: (i) maintain the membership of the Team as a USL Franchise Team, and (ii) hold, maintain and defend the right of the Team to play professional soccer as a member of USL. Without limiting the generality of the foregoing, TeamCo must not volunteer for contraction or relocation of the Team by USL. Notwithstanding the foregoing, the obligations and requirements imposed on TeamCo under this Section shall not apply in the event of a change in the ownership of USL or a merger of USL with another entity. In such cases, TeamCo shall be exempt from compliance with these requirements, provided that any team operated by TeamCo under any new league ownership or any merged entity assumes the obligations of this Agreement to the extent possible and applicable under the terms of the change in ownership or merger.

C. At all times during the Term after the Substantial Completion Date, TeamCo must locate and maintain the Team headquarters, and Team and TeamCo offices, at the Stadium or elsewhere in Port St. Lucie, Florida.

### 2.2 **Covenant to Play.**

A. Subject to the remainder of this Section 2.2, TeamCo covenants and agrees that, during the Term, the Team will play all of the Team Home Games in the Stadium from and after the Substantial Completion Date except for any international friendly matches that would require a larger venue as a term dictated by the visiting international team.

B. **Alternative Site Condition.** If an Alternate Site Condition exists, TeamCo will be entitled to make arrangements for, and the Team will be entitled to temporarily play Team

Home Games at, an alternate site, in compliance with the following terms and conditions:

1. Promptly after TeamCo first learns of the existence of or potential for such Alternate Site Condition, TeamCo must deliver Notice to the City and the CRA identifying the Alternate Site Condition and stating the number of days such Alternate Site Condition is expected to persist and the number of Team Home Games expected to be played at an alternate site or informing the City and the CRA that an Indeterminate Condition exists. TeamCo must, prior to scheduling Team Home Games at an alternate site due to an Alternate Site Condition, use commercially reasonable, diligent and good faith efforts to reschedule at the Stadium any and all Team Home Games expected to take place during such Alternate Site Condition to a new date during such time when the applicable Alternate Site Condition is no longer expected to exist, taking into account the anticipated duration of the Alternate Site Condition, the other events scheduled at the Stadium, the Team's overall schedule, and the need to comply with the USL Rules and Regulations, while balancing the Team's operational and financial considerations. Unless an Indeterminate Condition exists, TeamCo must certify to the City and the CRA that it is complying with the foregoing obligation in the Notice provided by TeamCo. In the event an Alternate Site Condition relates to a determination by USL under clause (1) of the definition of Alternate Site Condition, the Notice of such Alternate Site Condition delivered by TeamCo under this Section 2.2(B)(1) must, to the extent such information is provided by USL (and which information must be requested by TeamCo from USL): (a) reference the specific USL Rules and Regulations related to USL's determination, (b) state the specific issues of USL with the condition(s) of the Stadium or other circumstances related to USL's determination, and (c) state the necessary corrective remedial action, if any, in order to achieve compliance with such USL Rules and Regulations.

2. Prior to the Team playing any of its Team Home Games at an alternate site pursuant to this Section 2.2(B), TeamCo must make available to the City and the CRA an executed copy of the agreement, contract or other commitment made by TeamCo with respect to the Team's use of such alternate site (an "Alternate Site Commitment"), or, if there is no such agreement, contract or other commitment in writing, a written description of the terms of such oral agreement, contract or commitment.

3. The Team may play its Team Home Games (that are not rescheduled at the Stadium pursuant to Section 2.2(B)(1)) at an alternate site only during the period of time that such Alternate Site Condition or Indeterminate Conditions exists; *provided however*, that TeamCo may honor an Alternate Site Commitment reasonably made by TeamCo with respect to an Indeterminate Condition even if such commitment extends beyond the expiration of such Indeterminate Condition; provided that the Team recommences playing its Team Home Games at the Stadium as soon as practical using commercially reasonable efforts after such Indeterminate Condition ends. Notwithstanding the foregoing, should USL require the Team to temporarily delay recommencing playing its Team Home Games at the Stadium during the then-current USL Season (due to temporary considerations, for example, such as scheduling and travel planning), such delay will not be a violation of this provision.

4. TeamCo must use commercially reasonable, diligent, and good faith efforts to prevent, and if such Alternate Site Condition cannot be prevented, to mitigate and overcome, any Alternate Site Condition (whether an Indeterminate Condition or otherwise) to the extent the applicable event or condition giving rise thereto is within the control of TeamCo. In no event will the obligation to use commercially reasonable, diligent, and good faith efforts to prevent, mitigate and overcome such Alternate Site Condition pursuant to this Section 2.2(B)(4) require TeamCo to perform any obligation of the City or CRA under this Agreement or violate the USL Rules and Regulations.

5. TeamCo must use commercially reasonable, diligent, and good faith efforts to cause an alternate site at which Team Home Games are played pursuant to Section 2.2(B) to be located in Port St. Lucie, Florida in the first instance and if an alternate site is not available in Port St. Lucie, then St. Lucie County, Florida, in each case taking into account the availability therein of an alternate site with sufficient seating capacity that complies with USL Rules and Regulations and the need to obtain Approval to play at an alternate site. The City shall use commercially reasonable, diligent and good faith efforts to assist TeamCo in identifying and securing a suitable alternative site within Port St. Lucie or, if necessary, St. Lucie County, that meets these requirements. If an alternate site is not available in St. Lucie County, Florida, then there shall be no restriction on the location of any alternate site that TeamCo does obtain. Furthermore, TeamCo must, subject to its rights and obligations hereunder with respect to an Alternate Site Condition or Indeterminate Condition, use commercially reasonable, diligent, and good faith efforts to minimize any contractual commitment to play more Team Home Games at alternate sites than necessary under this Section 2.2(B).

6. For purposes of this Section 2.2(B), "commercially reasonable efforts" and "commercially reasonable, diligent and good faith efforts" will be determined based on the totality of the circumstances, and will include but not be limited to consideration of such factors as USL requirements for scheduling and travel, playing fields, clubhouses and training facilities, spectator access, broadcast readiness, and maintenance of overall franchise operations, and actions taken by similarly situated USL franchises after casualties to their facilities, if any.

7. The Parties acknowledge that any alternate site at which Team is to play Team Home Games pursuant to this Section 2.2 is subject to USL Approval.

C. If during the Term, there occurs, from time to time, a USL Labor Dispute, then during the pendency thereof, the Team will not be obligated to play any Team Home Games at the Stadium that have been cancelled by USL as a result of such USL Labor Dispute; *provided however*, that, subject to the Team's right to play Team Home Games at an alternate site pursuant to, and in compliance with, this Section 2.2, any replacement or substitute Team Home Games must be played at the Stadium.

D. For the sake of clarity, the suspension or cessation of a USL Season or any significant portion thereof by USL as to all USL teams will not be a breach by TeamCo of its covenants under Section 2.1, Section 2.2 or Section 2.3 (and will not be a Non-Relocation Default) and will not trigger any City or CRA remedies. In addition, notwithstanding anything herein to the contrary, and subject to Section 2.1(B), the suspension or cessation of any USL Season or any significant portion thereof by USL as to all USL teams or TeamCo specifically for circumstances beyond TeamCo's control will not be a Non- Relocation Default and will not trigger any City or CRA remedies under Section 4.

E. TeamCo will comply with all of its obligations and enforce all of its rights under the TeamCo Sub-Use Agreement that do not conflict with the terms and provisions of this Agreement.

**2.3 Non-Relocation.** Except for the Team's temporary right to play Team Home Games at an alternate site pursuant to, and in compliance with, Section 2.2, at all times during the Term, TeamCo, its Affiliates and their respective representatives must not:

A. relocate the Team outside the boundaries of Port St. Lucie, Florida;

B. request any change to the home television territory of the Team as established under USL Rules and Regulations in any manner that would exclude Port St. Lucie, Florida;

C. apply to or seek USL Approval to relocate, or solicit or enter into agreements or solicit or participate in negotiations with third parties concerning a transaction or arrangement that could result in a relocation of, the Team outside the boundaries of Port St. Lucie, Florida; or

D. Notwithstanding Sections 2.3(A), Sections 2.3(B), and Sections 2.3(C), during the five (5) years prior to the end of the Term, or at any time if the City revokes, suspends, or materially restricts the license granted to Operator under the Stadium Operating Agreement, TeamCo shall have the unrestricted right to solicit, negotiate, or enter into agreements or solicit or participate in negotiations for the playing of the Team Home Games after the expiration of the Term, in the case of the Term's expiration, or immediately, in the case of a license revocation, suspension, or restrictions, at a location other than the Stadium, or seek or apply for USL Approval for the playing of Team Home Games at a location other than the Stadium.

## SECTION 3 - TERM

**3.1 Effective Date and Term.** The terms and provisions of this Agreement will be effective as of the Effective Date and will continue until the termination of this Agreement pursuant to Section 3.2 (the "Term").

**3.2 Termination.** This Agreement will terminate upon the earliest of: (a) the date specified in a written agreement of the City, the CRA and TeamCo, to terminate this Agreement, which agreement is subject to the approval of City Council, (b) the expiration or

termination of the Stadium Operating Agreement, (c) the expiration or termination of the Franchise Agreement between TeamCo and USL, or (d) the Development Agreement terminates pursuant to its terms prior to the Project Completion Date (as defined in the Development Agreement) such that the Stadium Operating Agreement also terminates.

#### **SECTION 4 - DEFAULTS AND REMEDIES**

**4.1 Agreements and Acknowledgments; Equitable Relief.** TeamCo, the City and the CRA acknowledge and agree as follows:

A. (i) TeamCo's obligations under this Agreement are required by the Development Agreement and the Stadium Operating Agreement, are unique, are the essence of the bargain and are essential consideration for this Agreement, the Development Agreement, the Stadium Operating Agreement, and the other agreements being entered into by the City and the CRA in connection with the Stadium; (ii) the Team is extraordinary and unique, and under the organization of professional soccer by and through USL, the Team may not be able to be replaced with another USL team in Port St. Lucie, Florida; (iii) the determination of damages caused by a Non-Relocation Default, the effects of which would be suffered by the City and the CRA, would be difficult, if not impossible, to ascertain; (iv) but for TeamCo's commitment to cause the Team to play the Team Home Games in the Stadium as provided herein, neither the City nor the CRA would have agreed to funding for the Stadium, the construction of the Stadium by Developer, or the various grants of rights, agreements and commitments by the City and the CRA in connection therewith; and (v) having the Team play the Team Home Games in the Stadium as provided herein provides a unique value to the City and the CRA, including generating new jobs, additional revenue sources, economic development and increased tourism. Therefore, the Parties acknowledge and agree that there exists no adequate and complete remedy at law to enforce this Agreement against TeamCo, and that equitable relief by way of a decree of specific performance or an injunction (such as, without limitation, a prohibitory injunction barring the Team and TeamCo from relocating or playing the Team Home Games at any location other than the Stadium in violation of this Agreement or a mandatory injunction requiring the Team and TeamCo to play the Team Home Games at the Stadium in accordance with this Agreement) is the only appropriate remedy for the enforcement of this Agreement, except that specific performance is not an available remedy where specific performance would result in TeamCo's or Operator's noncompliance with the USL Rules and Regulations relating to whether Team Home Games can be played at the Stadium due to an Alternate Site Condition or where the City revokes, suspends, or materially restricts the license granted to Operator under the Stadium Operating Agreement (but is an available remedy in the case of TeamCo's breach of Section 2.2(A), Section 2.2(B) or Section 2.3). Furthermore, based on the foregoing, TeamCo, the City and the CRA hereby agree as follows (and TeamCo must not assert or argue otherwise in any action or proceeding):



1. Significant obligations are being incurred by the City and the CRA to make the Stadium available for Team Home Games and any Non-Relocation Default will constitute irreparable harm to the City and the CRA for which monetary damages or other remedies at law will not be an adequate remedy. However, TeamCo shall have the right to assert defenses related to the feasibility of performance, including but not limited to operational constraints, financial impacts, or compliance with USL Rules and Regulations, in response to any claim of Non-Relocation Default.

2. The City and the CRA are each entitled to obtain injunctive relief prohibiting action, directly or indirectly, by TeamCo that causes or could be expected to cause a Non-Relocation Default, or mandating action that averts or will avert a Non-Relocation Default, or enforcing any covenant, duty, or obligation of TeamCo hereunder through specific performance, except that specific performance is not an available remedy where specific performance would result in TeamCo's or Operator's noncompliance with the USL Rules and Regulations relating to whether Team Home Games can be played at the Stadium due to an Alternate Site Condition or where the City revokes, suspends, or materially restricts the license granted to Operator under the Stadium Operating Agreement (but is an available remedy in the case of TeamCo's breach of Section 2.2(A), Section 2.2(B) or Section 2.3). The City and the CRA are each further entitled to seek declaratory relief with respect to any matter under this Agreement. TeamCo may oppose such relief by demonstrating that compliance with the requested relief would impose undue hardship, including but not limited to financial loss, scheduling conflicts, or operational infeasibility.

B. That the rights of the City and the CRA to equitable relief (including injunctive relief) as a result of a Non-Relocation Default, as set forth in this Section 4.1 or as otherwise allowed under Applicable Laws, will not constitute a claim pursuant to Section 101(5) of the United States Bankruptcy Code, as it may be amended or substituted, and will not be subject to discharge or restraint of any nature in any bankruptcy, reorganization or insolvency proceeding involving TeamCo, and that this Agreement is not an "executory contract" as contemplated by Section 365 of the United States Bankruptcy Code.

C. That, in any proceeding seeking relief for a Non-Relocation Default, any requirement for the City or the CRA to: (i) post any bond or other security or collateral, or (ii) make any showing of irreparable harm, balance of harm, consideration of the public interest, or inadequacy of money damages, as a condition of any relief sought or granted, may be waived at the discretion of the court, provided that TeamCo retains the right to request such conditions where compliance with the requested relief would result in significant operational or financial hardship or noncompliance with USL Rules and Regulations; *provided however*, the City or the CRA may determine at each of their respective option and in each of their sole discretion to post a bond or other security or collateral.

D. That the obligations of TeamCo under this Agreement, including the Non-Relocation Covenants, are subject to TeamCo's rights to seek alternative sites or reschedule games in accordance with Section 2.2 and Section 2.3, and shall not be deemed absolute, irrevocable or unconditional where compliance would result in significant financial or operational harm, noncompliance with USL Rules and Regulations, or where the City revokes, suspends, or materially restricts the license granted to Operator under the Stadium Operating Agreement.

E. TeamCo understands and acknowledges that, by operation of the foregoing provisions, it is knowingly and intentionally relinquishing or limiting certain important rights and privileges to which it otherwise might be entitled, including the right to object to a grant of specific performance and injunctive relief, but such limitations shall not apply where compliance would result in undue hardship, noncompliance with USL Rules and Regulations, or where the City revokes, suspends, or materially restricts the license granted to Operator under the Stadium Operating Agreement, and that its relinquishment and limitation thereof is voluntary and fully informed, but TeamCo retains the right to assert defenses as provided herein.

F. Upon a Non-Relocation Default, if the equitable relief provided for in this Section is unavailable for any reason, or upon any other breach of this Agreement by TeamCo, each of the City and the CRA will be entitled to pursue all other legal and equitable remedies against TeamCo, whether or not such other remedies are specifically set forth in this Agreement, except that specific performance is not an available remedy where specific performance would result in TeamCo's or Operator's noncompliance with the USL Rules and Regulations relating to whether Team Home Games can be played at the Stadium due to an Alternate Site Condition or where the City revokes, suspends, or materially restricts the license granted to Operator under the Stadium Operating Agreement (but is an available remedy in the case of TeamCo's breach of Section 2.2(A), Section 2.2(B) or Section 2.3). The City and CRA shall use reasonable efforts to mitigate any harm caused by a Non-Relocation Default, including cooperating with TeamCo to identify alternative sites or reschedule games as provided in Section 2.2 and Section 2.3 or City Events (as defined in the Stadium Operating Agreement). The Non-Relocation Covenants are restrictive covenants that attach to and bind the Team As Property.

## SECTION 5 - REPRESENTATIONS AND WARRANTIES

**5.1 Representations and Warranties of TeamCo.** TeamCo hereby represents and warrants to the City and the CRA, as of the Effective Date (unless otherwise expressly provided herein), as follows:

A. TeamCo is a Florida limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida and duly authorized to do business in the State of Florida. TeamCo possesses full and adequate power and authority to own, operate, license and lease its properties, and to carry on and conduct its business as it is currently being conducted.

B. TeamCo is the owner of the Team.

C. TeamCo has the full right, power, and authority to execute and deliver this Agreement and to perform and satisfy its obligations and duties hereunder. The execution, delivery, and performance of this Agreement by TeamCo have been duly and fully authorized and approved by all necessary and appropriate limited liability company action. This Agreement has been duly executed and delivered by TeamCo, and constitutes the legal, valid, and binding obligations of TeamCo, enforceable against TeamCo in accordance with its terms. The individual executing and delivering this Agreement on behalf of TeamCo has all requisite power and authority to execute and deliver the same and to bind TeamCo hereunder.

D. The execution, delivery, and performance of this Agreement by TeamCo does not and will not result in or cause a violation or breach of, or conflict with, any provision of its articles of organization, operating agreement or other governing documents, or the USL Rules and Regulations.

E. The execution, delivery, and performance of this Agreement by TeamCo does not and will not result in or cause a violation or breach of, or conflict with, any Applicable Laws applicable to TeamCo or any of its properties or assets which will have an adverse effect on the ability of TeamCo to perform and satisfy its obligations and duties hereunder.

F. All necessary USL Approvals with respect to this Agreement have been obtained.

G. The execution, delivery, and performance of this Agreement by TeamCo does not and will not result in or cause a termination, modification, cancellation, violation or breach of, conflict with, constitute a default under, result in the acceleration of, create in any party the right to accelerate, require (other than all necessary USL Approvals) any consent, approval, waiver, amendment, authorization, notice or filing under any agreement, contract, understanding, instrument, mortgage, lease, sublease, license, sublicense, franchise, permit, indenture, agreement, mortgage for borrowed money, instrument of indebtedness, security instrument, indenture, document or other obligation to which TeamCo is a party or by which TeamCo or any of its properties or assets are bound.

H. There is no action, suit, proceeding, claim, arbitration or investigation pending or, to the knowledge of TeamCo, threatened in writing by any Person, against TeamCo or its assets or properties that questions the validity of this Agreement or the transactions contemplated herein or which, individually or collectively, if unfavorably determined would have an adverse effect on the assets, conditions, affairs or prospects of TeamCo, financially or otherwise, including the ability of TeamCo to perform and satisfy its obligations and duties hereunder.

I. No Covered Pledge exists on the Effective Date.

J. Neither a Non-Relocation Default or other breach by TeamCo under this Agreement exists.

**5.2 Representations and Warranties of the City.** The City hereby represents and warrants to TeamCo and the CRA as of the Effective Date (unless otherwise expressly provided herein), as follows:

A. The City is a municipal corporation of the State of Florida. The City possesses full and adequate power and authority to own, operate, and license properties, and to carry on and conduct its business as it is currently being conducted.

B. The City has the full right, power, and authority to execute and deliver this Agreement and to perform and satisfy its obligations and duties hereunder. The execution, delivery, and performance of this Agreement by the City have been duly and fully authorized and approved by all necessary and appropriate action. This Agreement has been duly executed and delivered by the City, and constitutes the legal, valid, and binding obligations of the City, enforceable against the City in accordance with its terms. The individual executing and delivering this Agreement on behalf of the City has all requisite power and authority to execute and deliver the same and to bind the City hereunder.

C. The execution, delivery, and performance of this Agreement by the City does not and will not result in or cause a violation or breach of, or conflict with, any provision of the City's governing documents or rules, policies, or regulations applicable to the City.

D. The execution, delivery, and performance of this Agreement by the City does not and will not result in or cause a violation or breach of, or conflict with, Applicable Laws applicable to the City or any of its properties or assets which will have an adverse effect on the City's ability to perform and satisfy its obligations and duties hereunder.

E. The execution, delivery, and performance of this Agreement by the City does not and will not result in or cause a violation or breach of, conflict with, constitute a default under, require any consent, approval, waiver, amendment, authorization, notice or filing under any agreement, contract, understanding, instrument, mortgage, lease, indenture, document or other obligation to which the City is a party or by which the City or any of its properties or assets are bound which will have an adverse effect on the City's ability to perform and satisfy its obligations and duties hereunder.

F. There is no action, suit, proceeding, claim, arbitration, or investigation pending or, to the City's knowledge, threatened in writing by any Person, against the City or its assets or properties which if unfavorably determined against the City would have an adverse effect on the City's ability to perform and satisfy its obligations and duties hereunder.

**5.3 Representations and Warranties of the CRA.** The CRA hereby represents and warrants to TeamCo and the City as of the Effective Date (unless otherwise expressly provided herein), as follows:

A. The CRA is a dependent special district of the City.

B. The CRA has the full right, power, and authority to execute and deliver this Agreement and to perform and satisfy its obligations and duties hereunder. The execution, delivery, and performance of this Agreement by the CRA have been duly and fully authorized and approved by all necessary and appropriate action. This Agreement has been duly executed and delivered by the CRA, and constitutes the legal, valid, and binding obligations of the CRA, enforceable against the CRA in accordance with its terms. The individual executing and delivering this Agreement on behalf of the CRA has all requisite power and authority to execute and deliver the same and to bind the CRA hereunder.

C. The execution, delivery, and performance of this Agreement by the CRA does not and will not result in or cause a violation or breach of, or conflict with, any provision of the CRA's governing documents or rules, policies, or regulations applicable to the CRA.

D. The execution, delivery, and performance of this Agreement by the CRA does not and will not result in or cause a violation or breach of, or conflict with, Applicable Laws applicable to the CRA or any of its properties or assets which will have an adverse effect on the CRA's ability to perform and satisfy its obligations and duties hereunder.

E. The execution, delivery, and performance of this Agreement by the CRA does not and will not result in or cause a violation or breach of, conflict with, constitute a default under, require any consent, approval, waiver, amendment, authorization, notice or filing under any agreement, contract, understanding, instrument, mortgage, lease, indenture, document or other obligation to which the CRA is a party or by which the CRA or any of its properties or assets are bound which will have an adverse effect on the CRA's ability to perform and satisfy its obligations and duties hereunder.

F. There is no action, suit, proceeding, claim, arbitration or investigation pending or, to the CRA's knowledge, threatened in writing by any Person, against the CRA or its assets or properties which if unfavorably determined against the CRA would have an adverse effect on the CRA's ability to perform and satisfy its obligations and duties hereunder.

## SECTION 6 - MISCELLANEOUS

**6.1 Notices; Deliveries.** Any Notices, requests, approvals or other communications under this Agreement must be in writing (unless expressly stated otherwise in this Agreement) and will be considered given when delivered in person or sent by electronic mail (provided that any Notice sent by electronic mail must simultaneously be sent via personal delivery, overnight courier or certified mail), one (1) Business Day after being sent by a reputable overnight courier, or three (3) Business Days after being mailed by certified mail, return receipt requested, to the Parties at the addresses set forth below (or at such other address as a Party may specify by Notice given pursuant to this Section to the other Parties hereto):

To the City: City of Port St. Lucie  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
Attn.: City Manager  
Email: [CityManager@cityofpsl.com](mailto:CityManager@cityofpsl.com)

with a copy to: City of Port St. Lucie  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
Attn.: City Attorney  
Email: [CAOattorneys@cityofpsl.com](mailto:CAOattorneys@cityofpsl.com)

To TeamCo: Ebenezer Partnership, LLC  
10031 Pines Boulevard, Suite 228  
Pembroke Pines, Florida 33024  
Attention: Gustavo M. Suarez  
Email: [GustavoMSuarez@outlook.com](mailto:GustavoMSuarez@outlook.com)

with a copy to: Faw & Penchansky, Law PLLC  
800 Village Square Crossing, Ste 384  
Palm Beach Gardens, Florida 33410  
Attention: Audrey Faw, Esq.  
Email: [audrey@fawlawfl.com](mailto:audrey@fawlawfl.com)

To the CRA: City of Port St. Lucie Community Redevelopment Agency  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
Attn.: CRA Director  
Email: [CRA@cityofpsl.com](mailto:CRA@cityofpsl.com)

with a copy to: City of Port St. Lucie  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
Attn.: City Attorney  
Email: [CAOattorneys@cityofpsl.com](mailto:CAOattorneys@cityofpsl.com)

**6.2 Amendments.** This Agreement may be amended or modified only by a written instrument signed by the City, the CRA and TeamCo, subject to approval of the City Council and subject to first obtaining all necessary USL Approvals.

**6.3 Execution of Agreement.** This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original Agreement. Additionally, each Party is authorized to sign this Agreement electronically using any method permitted by Applicable Laws.

**6.4 Third-Party Beneficiaries.** Except as set forth in Section 6.12, this Agreement is solely for the benefit of the Parties hereto.

**6.5 Entire Agreement.** This Agreement represents the entire agreement between the Parties, and supersedes all prior negotiations, representations, or agreements of the Parties, written or oral, with respect to the subject matter of this Agreement. TeamCo acknowledges that other agreements with covenants and restrictions that are the same or similar to the Non-Relocation Covenants have or may be executed by TeamCo in favor of other third parties, and that such agreements will not affect the interpretation or enforcement of this Agreement, the obligations of TeamCo hereunder, and the City's and the CRA's rights hereunder.

**6.6 Governing Law; Venue.**

A. The laws of the State of Florida govern this Agreement.

B. Venue for any action brought in state court must be in St. Lucie County. Venue for any action brought in federal court must be in the Southern District of Florida, Fort Pierce Division. Each Party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

**6.7 Severability.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under Applicable Laws. If, however, any provision of this Agreement (or any portion thereof) is prohibited by Applicable Laws or found invalid under Applicable Laws, only such provision (or portion thereof) will be ineffective without in any manner invalidating or affecting the remaining provisions of this Agreement (or the valid portion of such provision).

**6.8 Assignment.** TeamCo shall not assign or transfer this Agreement or its interest herein or any portion hereof, or its rights or obligations hereunder.

**6.9 Waivers.** No waiver by a Party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement will be effective unless in writing. No failure or delay of any Party in any one or more instances: (a) in exercising any power, right or remedy under this Agreement, (b) in insisting upon the strict performance by another Party of such other Party's covenants, obligations or agreements under this Agreement, or (c) in seeking redress for violation by another Party of such other Party's covenants, obligations or agreements under this Agreement will operate as a waiver, discharge or invalidation thereof, nor will any single or partial exercise of any such right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power or remedy. One or more waivers of any covenant, term or condition of this Agreement by any Party may not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**6.10 Interpretations.** The captions and headings in this Agreement are only for convenience and do not define, limit, or describe the scope or intent of any of the provisions of this Agreement. The use herein of the word "including," "include," and "includes," will be deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import. The Parties agree that they have been represented by counsel during the negotiation, drafting, preparation and execution of this Agreement and, therefore, waive the application of any law or rule of construction providing that ambiguities in a contract or other document will be construed against the Party drafting such contract or document.

**6.11 Time is of the Essence.** In all matters concerning or affecting this Agreement, time is of the essence.

**6.12 USL Requirements.** Notwithstanding anything to the contrary herein:

A. This Agreement and the rights of the City and CRA hereunder, including the exercise of any rights or remedies hereunder, whether existing by statute, law or as a matter of equity, and the obligations of TeamCo hereunder, will be and are subject to the USL Rules and Regulations, as reasonably determined by USL in its sole discretion, the application or enforcement of which the City and the CRA will not directly or indirectly oppose, interfere with or seek to limit, whether by action or inaction, in any fashion whatsoever, whether or not explicit reference thereto is made herein, and nothing herein is intended to violate or breach any such USL Rules and Regulations, provided that the provisions of this Section 6.12 are not intended to and will not decrease or eliminate the City's or CRA's remedies to enforce the express terms of this Agreement with respect to a threatened or existing Non-Relocation Default, except that specific performance is not an available remedy where specific performance would result in TeamCo's or Operator's noncompliance with the USL Rules and Regulations relating to whether Team Home Games can be played at the Stadium due to an Alternate Site Condition (but is an available remedy in the case of TeamCo's breach of Section 2.2(A), Section 2.2(B) or Section 2.3) or as otherwise set forth in this Agreement. For the avoidance of doubt, nothing in this Agreement (including this Section 6.12) nor any current or future USL Rules and Regulations will be interpreted to: (i) allow TeamCo to avoid compliance with the Non-Relocation Covenants or breach of the Non-Relocation Covenants, or decrease or eliminate the Non-Relocation Covenants and TeamCo's obligations with respect thereto, or the City and the CRA's rights and remedies set forth in this Agreement, except that specific performance is not an available remedy where specific performance would result in TeamCo's or Operator's noncompliance with the USL Rules and Regulations relating to whether Team Home Games can be played at the Stadium due to an Alternate Site Condition (but is an available remedy in the case of TeamCo's breach of Section 2.2(A), Section 2.2(B) or Section 2.3) or as otherwise set forth in this Agreement.

B. Neither TeamCo nor any other Person (other than USL) will have any right to enforce any provision of this Section 6.12. Notwithstanding the immediately preceding sentence, the City and the CRA will each have the right to enforce against TeamCo any provision of Section 6.12(A) that is specifically intended for the benefit of the City or the CRA.



C. The USL is an intended third-party beneficiary of the provisions of this Section 6.12 and each other provision in this Agreement that prohibits action without first obtaining USL Approval and, in addition to their right to waive or enforce the provisions of this Section 6.12, USL will be entitled and have the right to waive or enforce such other provisions directly against any Party hereto (or their successors and permitted assigns) to the extent that any such other provision is for the benefit of USL.

[Signature Pages to Follow]

IN WITNESS WHEREOF, this Agreement has been executed by the City as of the Effective Date.

CITY OF PORT ST. LUCIE, a Florida municipal corporation

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: 121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34987

By: \_\_\_\_\_  
Shannon M. Martin, Mayor

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: 121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_ 2025, by Shannon M. Martin, as Mayor of the City of Port St. Lucie, and on behalf of the City of Port St. Lucie, who is [X] personally known to me, or who has [ ] produced the following identification \_\_\_\_\_.

NOTARY SEAL/STAMP

\_\_\_\_\_  
Signature of Notary Public  
Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission expires \_\_\_\_\_

IN WITNESS WHEREOF, this Agreement has been executed by the CRA as of the Effective Date.

CITY OF PORT ST. LUCIE COMMUNITY  
REDEVELOPMENT AGENCY, a dependent special  
district of the City of Port St. Lucie

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: 121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34987

By: \_\_\_\_\_  
Shannon M. Martin, President

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: 121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_ 2025, by Shannon M. Martin, as President of the City of Port St. Lucie Community Redevelopment Agency, and on behalf of the City of Port St. Lucie Community Redevelopment Agency, who is [X] personally known to me, or who has [ ] produced the following identification \_\_\_\_\_.

NOTARY SEAL/STAMP

\_\_\_\_\_  
Signature of Notary Public  
Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission expires \_\_\_\_\_

IN WITNESS WHEREOF, this Agreement has been executed by the TeamCo as of the Effective Date.

EBENEZER PARTNERSHIP, LLC, a Florida limited liability company

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_ 2025, by \_\_\_\_\_, as \_\_\_\_\_ of Ebenezer Partnership, LLC, a Florida limited liability company, and on behalf of Ebenezer Stadium Operations, LLC, who is [ ] personally known to me, or who has [ ] produced the following identification \_\_\_\_\_.

NOTARY SEAL/STAMP

\_\_\_\_\_  
Signature of Notary Public  
Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission expires \_\_\_\_\_

## EXHIBIT A

### NON-RELOCATION AGREEMENT GLOSSARY OF DEFINED TERMS

"Alternate Site Condition" means the existence of any of the following conditions, but only if such condition(s) are not the result of Operator's failure to perform its obligations under the Stadium Operating Agreement, or TeamCo's failure to perform its obligations under this Agreement or the TeamCo Sub-Use Agreement:

1. USL determines, in a written direction, declaration or ruling addressed to TeamCo, which determination is confirmed by Notice from TeamCo to the City and the CRA that includes a copy of the applicable USL written direction, declaration or ruling, that USL Rules and Regulations (without discrimination in application to TeamCo, the Team or the Stadium) prohibits the playing of Team Home Games at the Stadium;
2. a Governmental Authority determines that the use or occupancy of any material portion the Stadium, or the access to the Stadium via the area surrounding the Stadium is not permitted under Applicable Laws or is unsafe for ordinary and customary usage (including, due to any imminent or existing Casualty or following a taking of any portion of the Stadium under a Condemnation Action), in each case such that the playing of Team Home Games at the Stadium would be prohibited; or
3. TeamCo determines, in its reasonable discretion and confirmed by written Notice to the City and the CRA, that circumstances at the Stadium, including but not limited to structural deficiencies, environmental hazards, or other conditions beyond TeamCo's control, render the Stadium unusable or unsafe for playing Team Home Games for a period of time, provided such determination is supported by a written report from a third party detailing the specific conditions and their impact on the Stadium's usability.

"Applicable Laws" means all existing and future federal, state, and local statutes, ordinances, rules and regulations, the federal and state constitutions, the City Charter, the City Code, CRA code, and all orders and decrees of lawful authorities having jurisdiction over the matter at issue, including Florida statutes governing the construction of public buildings and repairs upon public buildings and public works, Chapter 119, Florida Statutes, Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act, Section 448.095, Florida Statutes, Section 287.135, Florida Statutes, and the City of Port St. Lucie Land Development Regulations (including the Sign Code and Mobile Food Trucks).

"Business Day" means any day other than a Saturday, Sunday, Legal Holiday or a day on which commercial banks are not required to be open or are authorized to close in Port St. Lucie, Florida. If any time period expires on a day that is not a Business Day or any event or condition is required by the terms of the Agreement to occur or be fulfilled on a day which is not a Business Day, such period will expire or such event or condition will occur or be fulfilled, as the case may be, on the next succeeding Business Day.

"Casualty" means fire, explosion, earthquake, act of God, act of terrorism, civil commotion, riot, flood, the elements (including hurricanes and storms), or any other casualty.

"City Code" means the Port St. Lucie City Code.

"City Council" means the City Council of the City of Port St. Lucie, Florida.

"Condemnation Action" means a taking by any Governmental Authority (or other Person with power of eminent domain) by exercise of any right of eminent domain or by appropriation and an acquisition by any Governmental Authority (or other Person with power of eminent domain) through a private purchase in lieu thereof.

"Covered Pledge" means a Lien with respect to any of TeamCo's right, title or interest in and to any of the Team As Property.

"Governmental Authority(ies)" means any federal, state, county, city, local or other government or political subdivision, court or any agency, authority, board, bureau, commission, department or instrumentality thereof.

"Indeterminate Condition" means any circumstances giving rise to an Alternate Site Condition which does not allow TeamCo to determine when such Alternate Site Condition will end.

"Lien(s)" means with respect to any Property (including with respect to any Person, such Person's Property), any mortgage, lien, pledge, charge or security interest, and with respect to the Project Improvements, the term Lien also includes any liens for taxes or assessments, builder, mechanic, warehouseman, materialman, contractor, workman, repairman or carrier lien or other similar liens.

"Non-Relocation Covenants" means the collective covenants and agreements made by, and obligations imposed on, TeamCo under Section 2 of this Agreement.

"Non-Relocation Default" means TeamCo's breach of any of the Non-Relocation Covenants.

"Notice" means any Approval, demand, designation, request, election or other notice that any Party gives to another Party regarding the Agreement. All Notices must be in writing and be sent pursuant to Section 6.1 unless expressly stated otherwise in this Agreement.

"Person" or "Persons" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, limited liability company, unincorporated organization, Governmental Authority or any other form of entity.

"Representative(s)" means the City Representative, the CRA Representative and the Operator Representative, as applicable.

"Team As Property" means TeamCo's right, title, and interest in and to the Team, including the right to operate the Team, under the USL Rules and Regulations.

"Team Home Games" means, during each USL season, games designated by USL that are hosted at the Stadium.

"United Soccer League" or "USL" means, depending on the context, any or all of: (a) USL Entity and/or all boards and committees thereof, including, without limitation, the Executive Council and the Ownership Committee, and/or (b) the United Soccer League Clubs acting collectively.

"United Soccer League Soccer Club" or "United Soccer League Club" means any soccer club that is entitled to the benefits, and bound by the terms, of the United Soccer League.

"USL Approval" means, with respect to the United Soccer League Soccer Clubs, the USL entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the USL Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

"USL Rules and Regulations" means (a) the USL governing documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, any USL entity or the United Soccer League Soccer Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the USL governing documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, any USL entity as in effect from time to time.

"USL Season" means, in any year, the USL regular season and Postseason as defined under the USL Rules and Regulations (including exhibition games, regular season games and Postseason games, but specifically excluding any pre-season).