DEVELOPMENT AND FUNDING AGREEMENT

by and between

THE CITY OF PORT ST. LUCIE, FLORIDA,

THE PORT ST. LUCIE COMMUNITY REDEVELOPMENT AGENCY,

and

EBENEZER STADIUM CONSTRUCTION, LLC

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LIST OF EXHIBITS

Exhibit A – Legal Description and Depiction of Stadium Land
Exhibit B - Legal Description and Depiction of Existing Land and location of the Stadium Land
Exhibit C - Glossary of Defined Terms and Rules of Usage
Exhibit D – Intentionally Deleted
Exhibit E –Approved Baseline Program and Definitive Elements
Exhibit F – Initial Project Schedule
Exhibit G – Contractor Controlled Insurance Program

DEVELOPMENT AND FUNDING AGREEMENT

THIS DEVELOPMENT AND FUNDING AGREEMENT (this "Agreement") is made as of the ___day of _____ 2025 (the "Effective Date"), by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation of the State of Florida (the "City"), the PORT ST. LUCIE REDEVELOPMENT AGENCY, a dependent special district of the City of Port St. Lucie (the "CRA"), and EBENEZER STADIUM CONSTRUCTION, LLC, a Florida limited liability company ("Developer"). The City, CRA and Developer may be referred to herein collectively as the "Parties" and individually as a "Party".

RECITALS

A. United Soccer League ("USL") is a professional soccer organization operating multiple leagues and divisions and is sanctioned by the U.S. Soccer Federation.

B. Through extensive market analysis, the USL has identified Port St. Lucie as a viable and compelling market to support a professional soccer franchise. This conclusion is the result of a comprehensive evaluation that included demographic trends, youth soccer participation, economic growth indicators, regional sports demand, and stadium potential.

C. Ebenezer Partnership, LLC, a Florida limited liability company ("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 Teams").

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

E. The City Council for the City and the Board for the CRA have determined that the construction of 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") will encourage and foster economic development, tourism, and prosperity for the City, and their respective citizens, and therefore constitutes a paramount public purpose.

F. The Stadium and associated infrastructure will be constructed on an approximately 5.92-acre parcel of real property, as more particularly described and depicted on Exhibit "A" to this Agreement (the "Stadium Land"), that is currently a portion of the real property consisting of approximately 46-acres which is known as "Walton & One" (the "Existing Land").

G. The City owns the Existing Land. A legal description and depiction of the Existing Land and the location of the Stadium Land is attached as Exhibit "B" to this Agreement.

H. The City, CRA and Developer are entering into this Agreement to set forth the terms, conditions, and provisions pursuant to which the Project Improvements will be financed, designed, permitted, developed, constructed, and furnished.

I. Contemporaneously with the execution of this Agreement, Ebenezer Stadium Operations, LLC, a Florida limited liability company ("Operator"), the City and the CRA, are entering into that certain Stadium Operating Agreement (as the same 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, among other things, the City will grant Operator occupancy, use, management, operation, a purchase option, and other rights with respect to the Stadium Land, the Stadium, and certain parking rights for the Existing Land.

J. Developer, Operator and TeamCo are owned by Ebenezer Holdings, LLC and Ebenezer Management, LLC, a Florida limited liability company (collectively, "HoldCo").

K. The Parties have agreed to enter into this Agreement to set forth the Parties' respective rights and obligations with respect to the design, development, and construction of the Stadium.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement, and the mutual premises, undertakings, and covenants hereinafter set forth, and intending to be legally bound hereby, the City, CRA and Developer covenant and agree as follows:

SECTION 1 - DEFINITIONS

Section 1.1 Definitions and Usage. Capitalized terms used in this Agreement have the meanings assigned to them in Exhibit "C" or within the individual sections or Recitals of this Agreement. Exhibit "C" also contains rules of usage applicable to this Agreement.

SECTION 2 – REPRESENTATIVES AND AFFILIATED ENTITIES

Section 2.1 City Representative. The City Manager is the representative of the City (the "City Representative") for purposes of this Agreement. The City Manager has the right, from time to time, to change the individual who is the City Representative by giving at least ten (10) days' prior Notice to Developer. The City Representative from time to time, by Notice to Developer, may designate other individuals to provide Approvals, decisions, confirmations, and determinations under this Agreement on behalf of the City. Any written Approval, decision, confirmation, or determination of the City Representative (or his or her designee(s)) will be binding on the City; *provided, however,* that notwithstanding anything in this Agreement to the contrary, the City Representative (and his or her designees(s)) will not have any right to modify, amend or terminate this Agreement.

Section 2.2 CRA Representative. The CRA Director is the representative of the CRA (the "CRA Representative") for purposes of this Agreement. The CRA Director has the right, from time to time, to change the individual who is the CRA Representative by giving at least ten (10) days' prior Notice to Developer. The CRA Representative from time to time, by Notice to Developer, may designate other individuals to provide Approvals, decisions, confirmations, and determinations under this Agreement on behalf of the CRA. Any written Approval, decision, confirmation, or determination of the CRA Representative (or his or her designee(s)) will be binding on the CRA; *provided, however,* that notwithstanding anything in this Agreement to the contrary, the CRA Representative (and his or her designees(s)) will

not have any right to modify, amend or terminate this Agreement.

Section 2.3 Developer Representative. Gustavo M. Suarez is the representative of Developer (the "Developer Representative") for purposes of this Agreement. Developer has the right, from time to time, to change the individual who is the Developer Representative by giving at least ten (10) days' prior Notice to the City. Any written Approval, decision, confirmation, or determination hereunder by the Developer Representative will be binding on Developer; *provided, however*, that notwithstanding anything in this Agreement to the contrary, the Developer Representative will not have any right to modify, amend or terminate this Agreement.

Section 2.4 Developer Affiliated Entities. Developer may designate one or more of its Affiliated Entities to perform certain obligations under this Agreement. For purposes of this Agreement, "Affiliated Entity" means any entity that controls, is controlled by, or is under common control with Developer; has at least fifty-one percent (51%) of its equity interests owned directly or indirectly by the same parent company or individual(s) that own at least fifty-one percent (51%) of the Developer's equity interests, or is a subsidiary, parent or sister company of Developer. Developer may assign some or all its obligations under this Agreement to an Affiliated Entity. Any assignment by Developer to an Affiliated Entity is subject to Approval of the City and CRA. Approval shall not be unreasonably withheld. Notwithstanding the designation of any Affiliated Entity, Developer shall remain obligated for its performance of all obligations under this Agreement.

SECTION 3 - TERM; FINANCING; PAYMENT OF COSTS

Section 3.1 Term. The term of this Agreement commences on the Effective Date and except as otherwise expressly provided herein including but not limited to Section 19.16, will expire upon the final CRA Annual Payment (the "Project Term").

I. Deposit. Within three (3) Business Days of the execution of this Agreement, Developer shall deliver to the City the sum of Five Hundred Thousand Dollars ($500,000.00) in immediately available U.S. dollars (the "Deposit"). The Deposit shall be fully refundable to the Developer in the event the Developer terminates this Agreement prior to the expiration of the Inspection Period (as defined below).

a. Inspection Period. Developer shall have the right to inspect the Stadium Land at Developer's sole cost and expense, for a period of time beginning on the Effective Date and ending on the thirtieth (30^{th}) day after the Effective Date (not including the Effective Date, said period of time is the "Inspection Period").

i. During the Inspection Period, Developer and Developer Related Parties will have the right to enter upon the Stadium Land for the purpose of making such tests, inspections, analyses and investigations as Developer may deem necessary or desirable, including but not limited to soil/groundwater tests, building inspections, environmental assessments and audits. After completing any inspections, Developer, at its sole cost and expense, shall restore and repair any damage caused by Developer's or Developer's Related Parties inspections, including the filling in of any excavations or holes, and the removal of all tools and equipment.

ii. If Developer determines that the Stadium Land is not acceptable for any reason, as determined by Developer in its sole and absolute discretion, Developer shall have the right to terminate this Agreement by Notice to the City and CRA, which must be delivered prior to the expiration of the Inspection Period. Upon receipt of the termination Notice, the Deposit shall be refunded to the Developer and the Parties shall be relieved of all further liabilities hereunder, except those that survive the termination of this Agreement.

b. Permit Approval Period. In the event Developer does not terminate this Agreement prior to the expiration of the Inspection Period, Developer shall have three hundred and sixty-five (365) days to submit for, diligently pursue and obtain all permits, licenses and other governmental approvals required for the Project Improvements, in compliance with all Applicable Laws (the "Approval Period"). The City shall review all permit applications submitted by Developer within a reasonable amount time and will strive to meet the following timeframes: (i) for building permits, within sixty (60) days of submission; and (ii) for all other permits, within forty-five (45) days of submission. If the City determines that a permit application is incomplete or requires modification, the City shall provide the Developer with Notice specifying the deficiencies. In the event of any delays in the procurement of a permit, license, or other governmental approval required for the Project Improvements, which is not attributable to Developer's failure to submit or diligently pursue such permit, license, or governmental approval, Developer may extend the Approval Period by an additional sixty (60) days by delivering Notice to the City and CRA prior to the expiration of the Approval Period. The Parties may agree in writing to further extend the Approval Period, as needed, in the event that any failure to procure a permit, license, or other governmental approval is due to a delay in City or other governmental review. If it is later discovered that additional permits, licenses, or other governmental approvals are required for the Project Improvements after the Approval Period, Developer shall be allowed to submit such applications upon discovery despite the expiration of the Approval Period. If Developer is unable to obtain all permits, licenses and other governmental approvals required for the Project Improvements, in compliance with all Applicable Laws, during the Approval Period, Developer may terminate this Agreement by delivering Notice to the City and CRA prior to the expiration of the Approval Period. Upon receipt of the termination Notice during the Approval Period, half of the Deposit shall be refunded to the Developer and the other half of the Deposit shall be retained by the City; thereafter, the Parties shall be relieved of all further liabilities hereunder, except those that survive the termination of this Agreement. In the event Developer does not terminate this Agreement prior to the expiration of the Approval Period, the Deposit shall be refunded to Developer in full as funds to utilize for the Project Improvements.

c. Site Impossibility. The City shall return the Deposit to Developer in full, without deduction or offset, in the event there any conditions discovered prior to or during construction which render the Stadium Land impossible for construction, including, without limitation, (i) the presence of any Hazardous Materials or environmental contaminations requiring remediation under applicable Environmental Laws, or any other condition, where the cost of such remediation would exceed five percent (5%) of the Stadium construction budget; (ii) geotechnical conditions, such as soil instability, sinkholes, or subsurface conditions that would require foundation systems or structural modifications that are not economically feasible, where the costs of such foundation systems or structural modifications would exceed twenty-five percent (25%) of the budgeted amounts for such work; (iii)

archeological or historical discoveries that require preservation under Applicable Laws; (iv) utility, infrastructure, or easement conflicts that cannot be reasonably relocated or accommodated within the Design Documents; (v) flooding or drainage issues that cannot be mitigated through reasonable engineering solutions; or (vi) any other conditions or circumstances that, as determined by a qualified third-party professional engineer or consultant, renders the construction of the Project Improvements on the Stadium Land impossible or impracticable under Applicable Laws, building codes, or engineering standards. Developer shall provide Notice to the City and CRA within thirty (30) days of discovering any condition described in this Section. The City shall have thirty (30) days to review Developer's impossibility claim and supporting documentation, and may, at its own expense, engage independent consultants to evaluate Developer's claim. If the City agrees with Developer's impossibility determination, this Agreement shall be terminated, the Deposit shall be refunded to Developer within fifteen (15) Business Days, and the Parties shall be relieved of all further liabilities hereunder, except those that survive the termination of this Agreement.

d. Bond. In the event this Agreement is not terminated prior to the expiration of the Approval Period, then upon the expiration of the Approval Period the Developer shall furnish (or cause the Design Builder to furnish) a Performance Bond in an amount equal to 120% of the total estimated cost of the Project (or the applicable portion thereof for public improvements), issued by a surety company authorized to do business in the State of Florida and acceptable to the City which shall guarantee the faithful performance of all obligations under this Agreement, including the timely completion of the Project in accordance with the approved plans, specifications, and applicable laws, and protect the City against any losses, damages, or costs arising from the Developer's or contractor's default, non-performance, or failure to complete the Project, which such bond may be periodically reduced as phases of the construction are completed.

Section 3.2 Financing and Payment of Costs.

I. Financing Generally. Subject to the terms and conditions of this Agreement, the Project Costs will be accounted for as follows:

a. Developer shall finance the Stadium Improvements and Infrastructure Improvements through private capital and structured debt ("Source of Funds").

b. The CRA shall reimburse Developer for up to fifty percent (50%) of the cost for the Stadium Improvements.

c. The CRA shall reimburse Developer for up to fifty percent (50%) of the cost for the Infrastructure Improvements.

d. Collectively, the reimbursements identified in Section 3.2(I)(b) and 3.2(I)(c) shall be referred to as the "CRA Contribution Amount".

e. Except for Project Costs reimbursed by the CRA Contribution Amount, all Project Costs, including the amount necessary to complete the Project Improvements and all amounts payable for Cost Overruns, as determined from time to time, will be paid for by Developer (the "Developer Contribution Amount"), as and when due and payable.

II. Terms and Commitment of the CRA Contribution Amount.

a. The CRA Contribution Amount will be derived solely from tax increment revenue ("TIF") generated from an increase in taxable value of real property located in the Revised Original CRA Area. The CRA, and only the CRA, is responsible for payment of the CRA Contribution Amount. The CRA Contribution Amount shall not exceed $27.5 million.

b. The CRA's reimbursement for the Stadium Costs shall not exceed $25 million.

c. The CRA's reimbursement for the Infrastructure Costs shall not exceed $2.5 million.

d. The CRA's payment of the CRA Contribution Amount shall commence on the fiscal year after the Certificate of Occupancy is issued for the Stadium Improvements.

e. The CRA's payment of the CRA Contribution Amount shall take place over a period of twenty (20) years, in annual payments equal to 1/20 of the Project Costs ("CRA Annual Payment"), not to exceed $27.5 million.

f. The CRA Annual Payment shall take place on the anniversary of the Certificate of Occupancy being issued for the Stadium Improvements.

g. The CRA Annual Payment shall be subordinate to the CRA's obligation to the repayment of principal, interest, or any redemption premium for loans, advances, bonds, bond anticipation notes, and any other form of indebtedness incurred by the CRA that is secured in whole or part by tax increment revenues derived within the Revised Original CRA Area, and disclosed to Developer, as well as subject to annual budgetary approval by the CRA. The CRA Annual Payment will have priority over future loans, advances, bonds, bond anticipation notes, and other forms of indebtedness incurred by the CRA that are not secured in whole or part by tax increment revenues derived within the Revised Original CRA Area.

h. The CRA or the City shall have the right, at its sole and absolute discretion, but not the obligation, to pay off the CRA Contribution Amount in advance of what is provided for herein with no penalty or further financial obligation to Developer.

III. Terms and Commitment of Developer Contribution Amount.

a. The Developer Contribution Amount will be paid from the Developer Source of Funds.

b. Upon request, Developer shall provide an update to the City and/or CRA of the status of the Developer Source of Funds throughout the Project Term.

IV. Payment of Project Costs. The CRA is not obligated to release the CRA Annual Payment unless and until each of the following conditions have been met to the satisfaction of the City and CRA. The date on which all such conditions are satisfied being the "Payment Date".

a. The representations and warranties of Developer as set forth in Section 4.2 are true and correct as of such date;

b. The City has received collateral assignments of the Design-Build Agreement, the Architect Agreement and all other Construction Agreements sufficient to allow the City, at its option (subject to Section 7.3(d)), to assume Developer's rights thereunder to complete construction of the Project Improvements if it exercises its rights after a Termination Default; and

c. The City and CRA have Approved the most current Project Budget.

SECTION 4 – REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of the City and CRA. The City and CRA represent and warrant to Developer, as of the Effective Date (unless otherwise expressly provided herein), as follows:

I. Organization. The City is a municipal corporation of the State of Florida. The CRA is a dependent special district of the City. The City and CRA 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.

II. Authorization. The City and CRA have the requisite 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 and 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 City and CRA. The individuals executing and delivering this Agreement on behalf of the City and CRA have all requisite power and authority to execute and deliver the same and to bind the City and CRA hereunder.

III. Binding Obligation and Enforcement. This Agreement constitutes legal, valid, and binding obligations of the City and CRA, is enforceable against the City and CRA in accordance with its terms, subject to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally and the application of general equitable principles.

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

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

VI. Contracts; No Conflict. The execution, delivery, and performance of this Agreement by the City and 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 City or CRA is a party or by which the City or CRA or any of its properties or assets are bound which will have a material adverse effect on the City's or CRA's ability to perform and satisfy its obligations and duties hereunder.

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

VIII. Other Agreements. Other than the Project Documents, to the City's and CRA's knowledge, there are no currently existing leases, licenses, contracts, agreements, or other documents affecting the construction of the Project Improvements, as of the Effective Date to which the City or CRA is a party.

IX. Environmental Matters. To the City's actual knowledge, as of the Effective Date, the Stadium Land is not currently and has not previously been subject to any: (A) Hazardous Materials or toxic substances, or other forms of pollution; (B) Environmental Events that would require remediation under applicable Environmental Laws; (C) claims, litigation or administrative proceedings, whether actual or threatened, with respect to any Hazardous Materials or Environmental Event; (D) judgments or orders relating to Hazardous Materials, toxic substances, wastes, discharges, emissions, or other forms of pollution; or (E) violations of Environmental Laws that would materially affect the development of the Project.

Section 4.2 Representations and Warranties of Developer. Developer represents and warrants to the City and CRA, as of the Effective Date (unless otherwise expressly provided herein), as follows:

I. Organization. Developer 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. Developer 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.

II. Authorization. Developer has the requisite 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 Developer have been duly and fully authorized and approved by all necessary and appropriate organizational action, and a true, complete, and certified copy of the related authorizing resolutions has been delivered to the City. This Agreement has been duly executed and delivered by Developer. The individual executing and delivering this Agreement on behalf of Developer has all requisite power and authority to execute and deliver the same and to bind Developer hereunder.

III. Binding Obligation and Enforcement. This Agreement constitutes legal, valid, and binding obligations of Developer, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and other similar laws affecting the

enforceability of creditors' rights generally and the application of general equitable principles.

IV. Governing Documents. The execution, delivery, and performance of this Agreement by Developer 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.

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

VI. Consistency with USL Rules and Regulations and USL Approval. Except as otherwise set forth or described in this Agreement, to Developer's knowledge, nothing in the USL Rules and Regulations, as they currently exist, are likely to have a material adverse effect on the development of the Project Improvements as contemplated by this Agreement, or the rights and obligations of Developer under the Project Documents. Developer has taken all action under the USL Rules and Regulations for USL Approval of the development of the Project Improvements, this Agreement, and the other Project Documents, and all such USL Approvals have been obtained in advance of Developer's execution of this Agreement.

VII. Contracts; No Conflict. The execution, delivery, and performance of this Agreement by Developer 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 any consent, approval, waiver, amendment, authorization, notice or filing under any agreement, contract, understanding, instrument, mortgage, lease, sublease, license, sublicense, franchise, permit, agreement, mortgage for borrowed money, instrument of indebtedness, security instrument, indenture, document or other obligation to which Developer is a party or by which Developer or any of its properties or assets are bound.

VIII. Absence of Litigation. There is no action, suit, proceeding, claim, arbitration or investigation pending or, to the knowledge of Developer, threatened in writing by any Person, against Developer or any of its Affiliates, or any of their 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 a material adverse effect on the assets, conditions, affairs or prospects of Developer, financially or otherwise, including the ability of Developer to perform and satisfy its obligations and duties hereunder.

IX. Anti-Money Laundering; Anti-Terrorism.

a. Developer has not engaged in any dealings or transactions: (A) in contravention of the applicable anti-money laundering laws, regulations or orders, including without limitation, money laundering prohibitions, if any, set forth in the Bank Secrecy Act (12 U.S.C. Sections 1818(s), 1829(b) and 1951-1959 and 31 U.S.C. Sections 5311-5330), the USA Patriot Act of 2001, Pub. L. No. 107-56, and the sanction regulations promulgated pursuant thereto by U.S. Treasury Department Office of Foreign Assets Control (collectively,

together with regulations promulgated with respect thereto, the "Anti-Money Laundering Acts"), (B) in contravention of Executive Order No. 13224 dated September 24, 2001, issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time ("Anti-Terrorism Order"), (C) in contravention of the provisions set forth in 31 C.F.R. Part 103, the Trading with the Enemy Act, 50 U.S.C. Appx. Section 1 et seq. or the International Emergency Economics Powers Act, 50 U.S.C. Section 1701 et seq. (together with the Anti-Money Laundering Acts, the "Terrorist Acts"), or (D) is named in the Annex to the Anti-Terrorism Order or any terrorist list published and maintained by the Federal Bureau of Investigation or the U.S. Department of Homeland Security, as may exist from time to time.

b. To Developer's knowledge, Developer: (A) is not conducting any business or engaging in any transaction with any Person appearing on the list maintained by the U.S. Treasury Department's Office of Foreign Assets Control located at 31 C.F.R., Chapter V, Appendix A, or is named in the Annex to the Anti-Terrorism Order or any terrorist list published and maintained by the Federal Bureau of Investigation or the U.S. Department of Homeland Security, as may exist from time to time, or (B) is not a Person described in Section 1 of the Anti-Terrorism Order (a "Restricted Person").

SECTION 5 – SITE

Section 5.1 Project Location. Developer will develop and construct the Project Improvements on the Stadium Land.

I. Acceptance of Stadium Land on an "AS IS, WHERE IS" Basis. Developer acknowledges and agrees that it is accepting the Stadium Land **AS IS, WHERE IS** taking into account all existing conditions, whether foreseen or unforeseen, and accordingly:

a. Except as expressly set forth in Section 4.1, neither the City, CRA nor any Related Party of the City or CRA makes or has made any warranty or representation, express or implied, concerning the physical condition of the Stadium Land (including the geology or the condition of the soils or of any aquifer underlying the same and any archaeological or historical aspect of the same), the suitability of the Stadium Land or its fitness for a particular purpose as to any uses or activities that Developer may make thereof or conduct thereon at any time during the Project Term, the land use regulations applicable to the Stadium Land or the compliance thereof with any Applicable Laws, the feasibility of the Project Improvements Work, the existence of any Hazardous Materials or Environmental Events, the construction of any Project Improvements, the conditions of adjacent properties or other properties in the vicinity of the Stadium Land (such as existing utilities, pipelines, railroad tracks and infrastructure), or any other matter relating to any improvements of any nature at any time constructed or to be constructed on the Stadium Land;

b. No review, approval, consent or other action by the City or CRA under this Agreement will be deemed or construed to be such a representation or warranty;

c. Developer will be afforded the full opportunity to inspect, and Developer has started to inspect and will have the full opportunity to become familiar with the condition of the Stadium Land, the boundaries thereof, all land use regulations applicable thereto, and

all other matters relating to the development thereof;

d. After expiration of the Inspection Period, Developer shall accept, on an "**AS IS, WHERE IS"** basis, the Stadium Land in the condition in which it exists on the Effective Date; and

e. Developer agrees that neither the City, CRA nor any of their respective Related Parties has any responsibility for or liability to Developer for any of the following (collectively, "Developer's Risks"):

(i) the accuracy or completeness of any information supplied by any Person other than the express representations and warranties, if any, contained in this Agreement or the other Project Documents;

(ii) the condition, suitability or fitness for any particular purpose, design, operation or value of the Project Improvements;

(iii) the compliance of Developer's development of the Stadium Land or any other Property of the City or CRA with applicable land use regulations or any other Applicable Laws;

(iv) the feasibility of the Project Improvements Work;

(v) the existence or absence of any Hazardous Materials or archeological landmarks on the Stadium Land or Environmental Events with respect to the Stadium Land or the Project Improvements thereon, unless otherwise known to, and not disclosed to Developer by, the City and CRA;

(vi) the construction of any Project Improvements by Developer or any of its Affiliates or a contractor or subcontractor of any tier with whom either has contracted;

(vii) any other matter relating to any Project Improvements at any time constructed or to be constructed by Developer or any of its Affiliates or a contractor or subcontractor of any tier with whom they have contracted; and

(viii) as a result of any failure by any third party (exclusive of the City or CRA as applicable) under any Project Document or any other agreements to perform such third party's respective obligations thereunder.

f. It is understood and agreed to by Developer (for itself or any Person claiming by, through or under it) that Developer has itself been, and will continue to be, solely responsible for making its own independent appraisal of, and investigation into, the financial condition, credit worthiness, condition, affairs, status, and nature of any such Person under the Project Documents or any other agreements and the Stadium Land, the Project Improvements or any other Property.

II. Mixed-Use Development Adjacent to Stadium

a. The Parties agree that mixed-use development rights on the Stadium Land or adjacent to the Stadium Land are a material inducement to Developer entering into this

Agreement. The City hereby grants to Developer the right to develop mixed-use properties on the Stadium Land or parcels adjacent to the Stadium Land (the "Adjacent Development"), subject to City Approval and City Council authorization. The Adjacent Development may include, but is not limited to, retail establishments, restaurants, entertainment venues, office space, residential units, hotels, parking, and other commercial units that complement the Project Improvements and enhance the surrounding area. Following the City's and CRA's publication requirements, Developer and the City may enter into a separate letter of intent once the sites for the Adjacent Development have been identified.

Section 5.2 Developer Release. Without limiting Developer's indemnity obligations under this Agreement, Developer hereby releases the City Indemnified Persons and the CRA Indemnified Persons from and against any Losses that Developer may have with respect to the Existing Land or the Project Improvements and resulting from, arising under or related to any Environmental Event within the scope of the Developer Remedial Work or Developer's Risks, including any claim under any Environmental Laws, whether under any theory of strict liability or that may arise under the Comprehensive Environmental Response, Compensation and Liability act of 1980, as amended, 42 U.S.C. § 9601, et. seq. or any other Applicable Laws, unless any such Loss arises from the City or CRA's breach of its representations and warranties in Section 4.1. Notwithstanding the preceding sentence, (a) the City will not be released from any Losses to the extent a court determines through an order or judgment that such Losses resulted from the sole negligence or willful misconduct of any City Indemnified Persons after the Effective Date, and (b) the CRA will not be released from any Losses to the extent a court determines through an order or judgment that such Losses resulted from the sole negligence or willful misconduct of any CRA Indemnified Persons after the Effective Date, except that, despite the sole negligence qualifications in clauses (a) and (b) herein, (i) neither the City nor CRA will be released from any Losses to the extent a court determines through an order or judgment that such Losses resulted solely from the combined negligence of City Indemnified Persons and CRA Indemnified Persons (but no other Persons), and (ii) nothing will relieve Developer of its duty to defend the City and CRA in accordance with Section 13 of this Agreement.

SECTION 6 – PERMITS

Section 6.1 Permits and Licenses. Developer will be responsible for obtaining all permits, licenses and other governmental approvals required for the Project Improvements, in compliance with all Applicable Laws. The City (as the fee owner, of the Stadium Land but not in their regulatory capacity), upon request of Developer, will cooperate with Developer to the extent permitted by Applicable Laws, from time to time, in connection with Developer's pursuit of government approvals and permits related to the Project Improvements Work, including by executing applications, appearing at meetings and providing such documentation in the City's and the CRA's possession; *provided, however*, the City's and the CRA's cooperation hereunder will be limited in all instances related to this Section 6.1 as follows: (i) being in the City's and CRA's respective capacities as owners of the fee and leasehold interests of the Stadium Land (and not with respect to obtaining, issuing or expediting approvals in their respective or any of their agencies' respective governmental capacities), (ii) being on applications or other documentation acceptable to the City and CRA, as applicable, and (iii) any such cooperation from the City or CRA will not increase any obligations or liabilities of either the City or CRA or decrease any rights or benefits of

either of the City or CRA.

SECTION 7 – SCOPE OF DEVELOPMENT

Section 7.1 Responsibility. Developer must manage, administer, and implement the design, permitting (including the payment of all permitting fees), development, financing (subject to the obligations of the City or CRA pursuant to this Agreement), construction and furnishing of the Project Improvements in accordance with this Agreement, Construction Agreements, and all Applicable Laws. Developer is not entitled to a development fee for its services performed pursuant to this Agreement. Developer will not perform any services, and will not act, as a contractor within the meaning of Chapter 489, Florida Statutes.

I. Retention of the Architect, Construction Manager, Design-Builder, Construction Monitor, and other Project Team Members.

a. Architect. Developer shall retain a nationally recognized sports architecture firm, as the Architect to (i) coordinate building design with the master plan team for the integration of the Stadium into the overall master plan for the development of the Stadium Land, (ii) finalize the key design concepts and programming requirements for the Stadium Improvements, (iii) prepare the Design Documents for the Stadium Improvements, and (iv) perform construction administration services for the Stadium Improvements. Any change in the Architect is subject to the Approval of the City and CRA. This Approval will not be unreasonably withheld.

b. Design-Builder. Developer shall retain a nationally recognized design-build firm that is experienced in the design and construction of professional sports venues as the Design-Builder. Any replacement Design Builder is subject to Approval of the City and CRA. This Approval will not be unreasonably withheld.

c. Construction Monitor. Developer shall retain a Construction Monitor. Developer will cause the Construction Monitor to monitor the Project Improvements Work throughout the construction of the Project Improvements. The scope of the monitoring and monthly reports by the Construction Monitor must include review of progress of work, review of contracts and substantive budget reviews, review of Change Orders, status of approvals and permits, certain matters specified in Section 8 hereof. Developer must pay prior to delinquency, as a Project Cost, all costs and expenses required to be paid to the Construction Monitor for the Construction Monitor's providing the reports and services as required by this Section. Developer will cause the Construction Monitor to deliver to the City all reports, information, and certificates provided by the Construction Monitor to the Developer in addition to all other reports described in this Section. All such reports, information, and certificates must be certified by the Construction Monitor to the City. Any replacement of the Construction Monitor and any changes to the scope, duties, and responsibilities the Construction Monitor are subject to City Approval and CRA Approval. This Approval will not be unreasonably withheld.

d. Notification of Project Team Members. Developer must promptly provide Notice to the City and CRA of the names and qualifications of Other Contractors retained by Developer, and any changes to the Other Contractors, from time to time, as and when such Other Contractors are retained or changed.

II. Design Documents and Design Standards.

a. Generally. Developer, in regular consultation with the City and CRA, must direct and cause the Architect and the Design-Builder to prepare such schematics, plans, specifications, drawings and documents required to illustrate and describe the size, character and design of the Project Improvements as to architectural, structural, mechanical, plumbing and electrical systems, materials and other systems, which must include the Schematic Design Documents, Design Development Documents, Preliminary Design Documents, and Construction Documents (collectively, the "Design Documents"). The Design Documents must provide for Project Improvements that meet the requirements of this Agreement, including the Design Standards, and which can be financed, developed, designed, permitted, constructed and furnished within the Project Budget.

b. Plan Approval Process. In addition to all City regulatory reviews and approvals for the Project Improvements, the Design Documents are subject to the review and Approval of the City and CRA in their capacity as grantor of occupancy and use rights in the Stadium Land. This Approval will not be unreasonably withheld. The Parties will follow the process in this Section to coordinate the review and Approval of the Design Documents.

c. Design Documents.

(i) Developer must cause the Design Documents to comply with the Approved Baseline Program and include the Definitive Elements.

(ii) Developer must cause the Design Documents (A) to be developed in the phases described in the Project Schedule and by the respective deadlines identified in the Project Schedule, and (B) for each phase to be delivered to the City a complete set of one "full" size drawings, one "half" scale drawings, and electronic drawing files in AutoCAD and scalable PDF format.

(iii) The Design Documents are subject to the review and Approval of the City and CRA to confirm that such documents comply with this Agreement, including the Design Standards. This Approval will not be unreasonably withheld. With respect to the Stadium Improvements Work, such review must occur at the following design milestones: (A) Schematic Design Documents at 100% complete, (B) Design Development Documents at 100% complete, and (C) Construction Documents at 50%, 90% and 100% complete. With respect to the Infrastructure Improvements, such review must occur at the following design milestones: (Y) Preliminary Design Documents at 100% complete and (Z) Construction Documents at 50%, 90% and 100% complete. The City's and CRA's review and Approval process will be conducted in accordance with this clause and in a manner consistent with the Project Schedule and this Agreement. The Construction Documents must include in detail, without limitation, the quality levels and performance criteria of materials and systems and other requirements for the construction of the Project Improvements. The City will have a maximum of ten (10) Business Days after Developer's first submission of a Design Document to review such Design Document. If the City does not respond to Developer with its determination of Approval or disapproval within such time period Developer must provide the City with a Notice and second submission of such Design Document. In the event that

the City does not provide Developer with a response of the City's Approval or disapproval within five (5) Business Days of receipt of the second submission, the City will be deemed to have Approved that the submission of such Design Documents complies with this Section; *provided, however*, that such deemed Approval will only be effective if the Notice accompanying the second submission has written the following statement in bold-face capital letters in 14-point font or larger: "**RESPONSE REQUIRED WITHIN FIVE (5) BUSINESS DAYS OF RECEIPT. THIS CONTAINS A REQUEST FOR APPROVAL WHICH, IN ACCORDANCE WITH THE AGREEMENT BETWEEN THE CITY, CRA, AND DEVELOPER IS SUBJECT TO APPROVAL BY THE CITY AND CRA, BUT WILL BE DEEMED APPROVED IF YOU DO NOT DISAPPROVE SAME OR REQUEST ADDITIONAL INFORMATION IN WRITING PRIOR TO THE EXPIRATION OF FIVE (5) BUSINESS DAYS AFTER RECEIPT**." If the City or CRA believes that any Design Documents fail to comply with this Agreement, including the Design Standards, the City must respond to Developer identifying what the City does not Approve and the reasons for not Approving the submission. In such case, Developer will cause the Architect or Design-Builder to address the comments during the next design phase, or if the City's or CRA's Approval is sought for the applicable submission at 100% complete within ten (10) Business Days of such submission. The City's review of a resubmission will be (x) limited to the comments raised by the City after the initial review and any changes to the Design Document made after the initial review, and (y) completed within ten (10) Business Days after receipt of a resubmission.

d. Project Improvements Specifications and Design Standards. All Design Documents must meet the following design standards (the "Design Standards"):

(i) include, at a minimum, the Project Improvements (including Approved Baseline Program and Definitive Elements described on Exhibit "E"), which Project Improvements will be more particularly described in the Architect Agreement and Design-Build Agreement;

(ii) comply with the USL Rules and Regulations, including current and currently anticipated USL specifications, standards and requirements for new stadiums, as evidenced by a compliance letter from USL;

(iii) comply with all Applicable Laws, including, the requirements of the Americans with Disabilities Act ("ADA"), taking into consideration Title II and III. In cases where the Title II and III standards differ, the design must comply with the standard that provides the highest degree of access to individuals with disabilities. Additionally, in cases where the provisions of the ADA exceed requirements contained in the City Code and other city or state regulations, the ADA requirements will control;

(iv) be consistent with the Revised Original CRA Plan, which will be confirmed by the City and CRA's Approval of the Design Documents;

(v) implement the latest practices of resilience and sustainable design and construction. Without limiting, and in furtherance of the foregoing, (A) Developer will provide supporting documentation as to the practices employed upon submission of 100% complete Design Documents and at Substantial Completion of the Stadium, (B) Developer will use good faith, commercially reasonable efforts to achieve LEED certification for the

Stadium, (C) Developer will use good faith, commercially reasonable efforts to conduct energy and embodied carbon analyses of the Stadium during the Design Development Documents and Construction Documents phases to identify opportunities to minimize the Stadium's energy use and greenhouse gas emissions and provide written confirmation of completed analyses, (D) Developer will use good faith, commercially reasonable efforts to develop plans for photovoltaic installations to generate renewable energy onsite, (E) Stadium entrances will be above the City's 100-year floodplain, (F) the Stadium will include a dewatering system (as needed), (G) the Stadium will be designed to meet all Risk Category III Building requirements of the Florida Building Code, and (H) stormwater will be retained and managed to exceed City and South Florida Water Management District requirements or reused on site;

(vi) comply with the Facility Standard; and

(vii) facilitate ongoing compliance with the Operating Standard.

III. Public Art. Developer acknowledges and agrees that pursuant to Section 162.12 of the City Code (the "Public Art Code Section"), the Public Art Contribution Amount must be utilized for public art to be installed on the Stadium Land or incorporated into the Project Improvements. Developer must coordinate with the City, CRA, Architect, and Design-Builder, as applicable, to determine potential locations for the placement of public art. The final selection of the public art and its location are subject to approval of City Council. Developer must coordinate with Design-Builder, as applicable, and any selected artist to ensure that a private construction bond for the public art is obtained pursuant to the terms of this Agreement.

Section 7.2 Project Budget and Project Schedule.

I. Project Budget. Developer shall submit an initial Project Budget to the City and CRA once prepared with the Design-Builder. The Project Budget will not include City Change Order Costs. Except for the City Change Order Costs, the Project Budget is intended to include everything necessary to provide fully finished, furnished, and equipped Project Improvements that will allow Developer to operate in accordance with the Stadium Operating Agreement. Developer will monitor the Project Budget and provide updates to the Project Budget, in line-item detail, to the City and CRA not less frequently than quarterly throughout the Project Term. The City and CRA have the right to confirm with the Construction Monitor, or otherwise confirm, the adequacy of the Project Improvements funding with respect to any change to the Project Budget. Developer is responsible for all Cost Overruns that may be experienced with respect to the Project Improvements, including those due to unforeseen conditions. Developer will provide Notice to the City Representative and the CRA Representative in each Project Status Report of any event or condition likely to lead to increases in the Project Budget in excess of two percent (2%) of the total costs and expenses in the Project Budget in the aggregate, and Developer will include in such Project Status Report a description of the circumstances leading up to and resulting from such potential Project Budget increases, and keep the City Representative and the CRA Representative apprised of its work and of its plans for addressing such circumstances, including copies of reports of the Construction Monitor. Neither such Notice nor any communications to or from the City or CRA relating to any such Project Budget increases will, except as may be provided in a written amendment to this Agreement, in any way

modify or limit available remedies for a Developer Default.

II. Project Schedule. Without limiting Developer's obligations under Sections 7.8 and 7.9 or elsewhere in this Agreement, Developer has developed an initial Project Schedule for the Project Improvements Work which initial Project Schedule is attached as Exhibit "F" to this Agreement. Developer will monitor the Project Schedule and provide the City Representative and the CRA Representative in each Project Status Report the most recent updates to the Project Schedule. The Project Schedule (including all updates thereto) will be provided to the City on an advisory basis. It is understood that as the Developer starts programming with the Design-Builder, a revised Project Schedule will be provided to the City and CRA. The revised Project Schedule will replace the initial Project Schedule found in Exhibit "F" to allow for the Design-Builder to provide a reasonable and more complete schedule. Any failure by Developer to meet target dates, other than the required Substantial Completion Date(s), the required date(s) of Final Completion and the Required Project Completion Date, will not constitute a Developer Default. The Substantial Completion Date(s), the required date(s) of Final Completion and the Required Project Completion Date are subject to extension for Force Majeure Delay Periods as permitted in this Agreement and Change Orders granting time extensions beyond the Required Project Completion Date Approved by the City and CRA.

a. Approval of Project Submission Matters. Any changes, modifications, or amendments to the Project Submission Matters (other than the modifications to the Project Schedule permitted in Section 7.5) are subject to the Approval of the City and CRA, not to be unreasonably withheld, with the understanding that it is the intent of the Parties that the Project Improvements be constructed in accordance with the Project Schedule and within the Project Budget, as may be modified pursuant to this Agreement from time to time. Developer will not eliminate or modify Definitive Elements of the Design Documents without the Approval of the City (and approval of City Council) and the CRA. No change may be made (or requested by the City under Section 11.1) to the Design Documents that would render the Stadium ineligible to host Team Home Games or that would cause the Design Documents to not comply with the Design Standards.

Section 7.3 Contract Requirements.

I. General Requirements. Developer will cause, all Construction Agreements (i) to be entered into with a Qualified Contractor or Qualified Design Professional, as applicable; (ii) to require the Project Improvements Work to be performed in compliance with all Applicable Laws (including Florida Public Records Laws), and in a good and workmanlike manner; (iii) to name the City Indemnified Persons and Developer as additional insureds as to the liability insurance policies required below (excluding Workers' Compensation and Professional Liability Insurance); (iv) to indemnify the City Indemnified Persons to the same extent as Developer; (v) to be governed by Florida law; and (vi) to designate the City as a third party beneficiary thereof. Developer or will cause via written agreements (i) the Architect to obtain insurance in accordance with and as required by Exhibit "G", (ii) the Design-Builder to implement a Contractor Controlled Insurance Program ("CCIP") in accordance with and as required by Exhibit "G", which provides insurance coverage to the Design-Builder, General Contractor and enrolled Other Contractors, and (iii) Other Contractors to obtain insurance in accordance with the coverages set forth in Exhibit "G" or to enroll in the CCIP.

II. Additional Requirements

a. Architect Agreement and Any Construction Agreement for Design and Other Professional Services. Developer must cause the Architect Agreement and any Construction Agreements with any Other Contractor who is performing design and other professional services regarding any Project Improvements Work to be entered into with a Qualified Design Professional and to permit Developer, upon the Project Completion Date, to assign joint ownership of the Design Documents (and all intellectual property rights therein) to the City and the CRA, subject to (1) Developer's retention of ownership of all rights, including all intellectual property rights, in and to the Developer IP and anything derivative thereof, (2) Architect's retention of ownership of all intellectual property rights to pre-existing, proprietary, standard details owned and developed by Architect prior to the preparation of the Design Documents for the Project Improvements, and (3) Developer having a license to use all plans and specifications to perform its obligations under the Stadium Operating Agreement. All Construction Agreements between Developer and any Qualified Design Professional must require the Qualified Design Professional to include in each of its agreements with subcontractors relating to the Project Improvements the requirement that the subcontractor comply with all the applicable requirements of this Agreement.

b. Design-Build Agreement. Developer must cause the Design-Build Agreement to (i) provide for the mutual determination of a required Substantial Completion Date of the Infrastructure Improvements between Developer and Design-Builder (which must be no later than the date required in the Project Schedule, but which may be subject to any Force Majeure Delay Period as permitted in this Agreement and Change Orders granting time extensions beyond the Required Project Completion Date Approved by the City), with liquidated damages that are acceptable to the City for failure to achieve Substantial Completion of the Infrastructure Improvements on or before such Substantial Completion Date; (ii) provide for customary warranty and correction of work terms consistent with the provisions contained in AIA Document A201-2017; (iii) require that the Design-Builder accelerate performance of the Infrastructure Improvements Work if any update to the Project Schedule shows that the Design-Builder is unlikely to achieve Substantial Completion of the Infrastructure Improvements Work on or before the required Substantial Completion Date (subject to any Force Majeure Delay Period as permitted in this Agreement and Change Orders granting time extensions beyond the Required Project Completion Date Approved by the City); (iv) require that the Design-Builder procure and assign to Developer at the time of completion of the Infrastructure Improvements Work any and all subcontractor, manufacturer or supplier warranties relating to any materials and labor used in the Infrastructure Improvements Work (and for subcontractor, manufacturer and supplier warranties and guaranties beyond one year, such warranties and guaranties must be direct between Developer and the relevant subcontractor, manufacturer or supplier) and an assignment to the City of the right to enforce such warranties as to the Infrastructure Improvements Work, to the same extent as if the City were a party to the contract; (v) cover all of the Infrastructure Improvements Work through Final Completion and provide for either a lump sum price or a guaranteed maximum price for all direct and indirect costs of such

work (including, in the case of a guaranteed maximum price, the Design-Builder's fee on the costs of the work and construction contingency amounts consistent with Contingencies for the Design-Build Agreement in the Project Budget), which lump sum price or guaranteed maximum price can be set via amendment after completion of the Construction Documents for the Infrastructure Improvements; (vi) require the Design-Builder to furnish a Public Construction Bond for construction materials procured during the preconstruction phase in an amount equal to the costs of such materials and require Design-Builder to furnish a Public Construction Bond prior to the commencement of construction phase services in an amount equal to the lump sum price or guaranteed maximum price for construction phase services including any construction materials procured during the preconstruction phase; (vii) require that Developer withhold five percent (5%) retainage on all payments to the Design-Builder under the Design-Build Agreement until Substantial Completion of the Infrastructure Improvements Work, and upon Substantial Completion, Developer will continue to retain amounts permitted pursuant to all Applicable Laws to complete the Infrastructure Improvements Work in order to achieve Final Completion thereof; (viii) require that each Design-Builder subcontract relating to the Infrastructure Improvements Work require the subcontractor, and require each supplier, to comply with all the applicable requirements of this Agreement; (ix) define Substantial Completion and Final Completion in a manner consistent with this Agreement and acceptable to the City; (x) require the Design-Builder to prepare, submit, and follow a quality control/quality assurance program and a construction safety plan with respect to the Infrastructure Improvements Work; (xi) cause the architect retained by the Design-Builder to be a Qualified Design Professional and permit Developer, upon the Project Completion Date, to assign ownership of the Design Documents (and all intellectual property rights therein created under the Design-Build Agreement) jointly to the City, subject to (1) Developer's retention of ownership of all rights, including all intellectual property rights, in and to the Developer IP and anything derivative thereof, (2) such Qualified Design Professional's retention of ownership of all intellectual property rights to pre-existing, proprietary, standard details owned and developed by Qualified Design Professional prior to the preparation of the Design Documents for the Infrastructure Improvement Work, and (3) Developer having a license to use the plans and specifications to perform its obligations under the Stadium Operating Agreement; and (xii) contain a clause that the Design-Build Agreement will automatically terminate on the Automatic Termination Date, upon which Design-Builder and Developer will have no further rights or obligations to each other except for any existing liabilities that may have accrued before the Automatic Termination Date and any provisions that survive termination of the Design-Build Agreement.

c. Other Contractor Agreements. Developer must cause each Construction Agreement with an Other Contractor who is performing construction services regarding any Project Improvements Work to (i) require Final Completion to be achieved no later than the date required in the Project Schedule (but which may be subject to any Force Majeure Delay Period as permitted in this Agreement and Change Orders granting time extensions beyond the Required Project Completion Date Approved by the City) with liquidated damages that are acceptable to the City for failure to achieve Final Completion of the applicable Project Improvements Work on or before such required date; (ii) provide for customary warranty and correction of work terms consistent with the provisions contained in AIA Document A201-2017 (unless a longer period of time is provided for by the manufacturer or supplier of any materials, or equipment which is a part of such Project Improvements Work) and an

assignment to the City of the right to enforce such warranty as to any such Project Improvements, to the same extent as if the City were a party to the contract; (iii) cover all of the Project Improvements Work through Final Completion and provide for either a lump sum price or a guaranteed maximum price for all direct and indirect costs of such work, including construction contingency amounts consistent with Contingencies in the Project Budget that are not otherwise included for the Design-Build Agreement; (iv) require the Other Contractor to furnish a Public Construction Bond for construction materials procured prior to the commencement of construction work in an amount equal to the cost of such materials and require the Other Contractor to furnish a Public Construction Bond prior to the commencement of construction work in an amount equal to the lump sum or guaranteed maximum price for construction work including the procurement of construction materials prior to commencement of construction work; (v) require that Developer withhold five percent (5%) retainage on all payments to the Other Contractor under the Construction Agreement until Substantial Completion of the applicable Project Improvements Work, and thereafter continue to retain amounts permitted pursuant to all Applicable Laws to complete the applicable Project Improvements Work in order to achieve Final Completion; (vi) provide the Other Contractor will not self-perform any Project Improvements Work without City Approval; (vii) require that each Other Contractor subcontract relating to the Project Improvements Work require the subcontractor, and require each supplier, to comply with all the applicable requirements of this Agreement; (viii) define Final Completion in a manner consistent with this Agreement and acceptable to the City; and (ix) contain a clause that such Construction Agreement will automatically terminate on the Automatic Termination Date, upon which such Other Contractor and Developer will have no further rights or obligations to each other except for any existing liabilities that may have accrued before the Automatic Termination Date and any provisions that survive termination of such Construction Agreement.

d. Assumption of Contracts by City. Each Construction Agreement related to the Project Improvements (including, without limitation, the Architect Agreement, the Design-Build Agreement) must provide that upon an early termination of this Agreement (including a termination under Section 16.6 due to a Termination Default which is not timely cured by Developer (if a cure is permitted)), such Construction Agreement may, at the election of the City without the obligation of the City to do so, be assumed by the City and continue in full force and effect pursuant to its terms; *provided, however*, that the rights of the City hereunder will be subject to the rights of the Use Rights Secured Party as provided in Section 17.2(b) of this Agreement.

Section 7.4 General Administration of Construction.

I. Commencement of Construction. Subject to Force Majeure and any modifications to the Project Schedule pursuant to a Change Order, or any delays in obtaining Permit Approval outside of Developer's control, Developer must commence construction of the Project Improvements in accordance with the Project Schedule and thereafter diligently and continuously pursue the construction and completion of the Project Improvements in accordance with the Project Schedule.

II. Conditions to Commencement. Developer must not do or permit others to do any Project Improvements Work unless and until:

a. The permits, licenses, and approvals under all Applicable Laws that are required to commence construction of the applicable Project Improvements Work have been received and all other permits, licenses, and approvals under all Applicable Laws that are necessary for such Project Improvements Work are expected to be received as and when required under the Project Schedule;

b. All Project Documents have been executed and delivered;

c. The Public Construction Bond(s) for the Design-Build Agreement, and any other Construction Agreements, as required above, have been delivered; and

d. Developer has complied with the Insurance Covenants.

III. Performance of the Work. Developer must cause all Project Improvements Work to be (A) executed in accordance with the Project Schedule and the schedules required by each of the Construction Agreements (subject to Force Majeure Delay Periods as permitted in this Agreement and Change Orders granting time extensions beyond the Required Project Completion Date Approved by the City), the Construction Documents, and all permits, licenses and other governmental approvals; (B) constructed and performed in a good and workmanlike manner in accordance with standard construction practices for construction, repair, renewal, renovation, demolition, rebuilding, addition or alteration, as the case may be, of improvements similar to the Project Improvements; (C) constructed and performed using qualified workers and subcontractors; (D) constructed and performed in accordance with all Applicable Laws and the terms of this Agreement; and (E) free of any Liens. Developer must take measures and precautions to minimize damage and disruption caused by the Project Improvements Work to the properties surrounding the Stadium Land to the extent possible and make adequate provisions for the safety of all Persons affected thereby in light of the particular circumstances in accordance with standard construction practices. Developer is responsible for all costs incurred in connection with the Project Improvements Work, including any costs, charges, and fees in connection with supplying the Project Improvements with all necessary utilities, all costs, charges, and fees payable to all Governmental Authorities in connection with the Project Improvements Work (including all building permit, platting, and zoning fees, street closure fees and any other license, permit or approval fees under all Applicable Laws), title insurance costs associated with any financing obtained by Developer and all other site preparation costs, fees and expenses incurred in connection with the Stadium Land or the design, permitting, development, construction, furnishing, and opening of the Project Improvements. Dust, noise, traffic, hazards, and other effects of the Project Improvements Work must be controlled as required by all Applicable Laws.

IV. Quality Control Inspections. Developer must require Design-Builder and Other Contractors performing any construction services related to the Project Improvements Work, as applicable, to perform regular (but not less than monthly) quality control inspections regarding the Project Improvements Work during the construction of the Project Improvements and provide each inspection report to the City within seven (7) days of Developer's receipt thereof. The City has the right to audit such inspection reports and retain a third party to perform additional inspections upon prior Notice to Developer. The cost of such third party inspector retained for audit purposes by the City will not be a Project Cost and will be paid by the City. Any delay in the Project Schedule resulting from the actions of such third party inspector will constitute a Force Majeure Delay, subject to Section

10.1 below.

V. Design and Construction Defects. As among the City, the CRA and Developer, Developer is solely responsible for any and all design or construction defects with respect to the Project Improvements. No Approvals by the City or the CRA will in any manner cause the City to bear any responsibility or liability for the design or construction of the Project Improvements, for any defects related thereto, or for any inadequacy or error therein.

Section 7.5 Completion Dates.

I. Substantial Completion Date for Stadium Improvements Work. Developer must cause Substantial Completion of the Stadium Improvements Work to be achieved on or before the Substantial Completion Date therefor (as extended for Force Majeure Delay Periods as permitted in this Agreement and Change Orders granting time extensions beyond the Substantial Completion Date Approved by the City) and deliver or cause to be delivered to the City a certificate of substantial completion that has been executed by the Architect certifying Substantial Completion of the Stadium Improvements has been achieved.

II. Substantial Completion Date for Infrastructure Improvements Work. Developer must cause Substantial Completion of the Infrastructure Improvements Work to be achieved on or before the Substantial Completion Date therefor (as extended for Force Majeure Delay Periods as permitted in this Agreement and Change Orders granting time extensions beyond the Substantial Completion Date Approved by the City) and deliver or cause to be delivered to the City a certificate of substantial completion that has been executed by the architect of record (as identified in the Design-Build Agreement) certifying Substantial Completion of the Infrastructure Improvements has been achieved.

III. Final Completion. Developer must cause Final Completion of the Stadium Improvements Work to occur as required by the CMAR Agreement and this Agreement. Developer must cause Final Completion of the Infrastructure Improvements Work to occur as required by the Design-Build Agreement and this Agreement. Developer must cause Final Completion of any other portion of the Project Improvements Work performed by any Other Contractor to occur as required by the applicable Construction Agreement for such work and this Agreement. Developer must deliver, and cause to be delivered to the City, a written certification that Final Completion of the Project Improvements Work has been achieved pursuant to all applicable Construction Agreements and this Agreement, along with such documentation as is necessary to substantiate the same and the date of Final Completion of each portion of the Project Improvements Work (as extended for Force Majeure Delay Periods as permitted in this Agreement and Change Orders granting time extensions beyond the Substantial Completion Date Approved by the City and CRA).

Section 7.6 Liquidated Damages. Developer must require the Design-Builder to pay liquidated damages for delay pursuant to the Design-Build Agreement, and Other Contractors performing construction services regarding any Project Improvements Work to pay liquidated damages for delay pursuant to the applicable Construction Agreements. The City has no obligation whatsoever to enforce the Design-Build Agreement, or other Construction Agreements. If Developer collects any liquidated damages from Design-Builder, or Other Contractor or pursuant to the Design-Build Agreement, or Construction

Agreement, for a delay in achieving Substantial Completion or Final Completion, then Developer may retain such liquidated damages to the extent of any Cost Overruns, and then will promptly (and in any event within sixty (60) days after receipt thereof) pay to the City fifty percent (50%) of any remaining liquidated damages.

Section 7.7 No Liens. Neither Developer nor anyone claiming by, through or under Developer has the right to file or place any Lien of any kind or character whatsoever upon the Existing Land or the Project Improvements, with the exception of notice(s) of commencement. At all times, (a) Developer must pay or cause to be paid undisputed amounts due for all work performed and material furnished to the Existing Land or the Project Improvements (or both), and (b) will keep the Existing Land and the Project Improvements free and clear of all Liens. This Section 7.7 does not limit any claims against any Public Construction Bond. Without limiting Developer's obligations above, if any Lien or claim of Lien is recorded, filed or otherwise asserted against the Existing Land or any of the Project Improvements, Developer must deliver Notice to the City within twenty (20) days from the date Developer obtains knowledge of the recording or filing thereof, and Developer must cause the same to be discharged by bond or otherwise removed within twenty (20) days after Developer obtains knowledge thereof.

Section 7.8 Additional Rights Relating to Certain Events. Developer will have the right to do the following: (i) pursue any and all remedies under the Construction Agreements; (ii) pursue, settle or compromise any claim for breach by any party providing services, goods, labor or materials under any of the Construction Agreements; and (iii) pursue, settle or compromise any claim against any insurer, reinsurer or surety providing insurance or surety services in connection with the Construction Agreements including the insurers providing the builder's risk and other insurance required under the Design-Build Agreement, the Architect Agreement, and other Construction Agreements and the Qualified Surety under any Public Construction Bond; *provided, however*, Developer must promptly provide Notice to the City of all such claims and actions that exceed $250,000 and promptly provide Notice to the City of all settlements thereof.

Section 7.9 City and CRA Access to the Project. The City and CRA (including the City Construction Representative) (collectively, the "Access Parties") will each have the right of access to the Stadium Land and the Project Improvements and any portion thereof to conduct inspections for purposes of verifying construction progress, work quality, work performed, Substantial Completion, Final Completion, and Developer's compliance with this Agreement and all Applicable Laws, including access to inspect the Project Improvements Work and to review Construction Documents as necessary to verify that the Project Improvements Work is in conformance with the terms of this Agreement and the applicable Construction Agreement. Such access will be upon prior Notice to Developer given at least three (3) Business Days prior to the requested access (which Notice may be given by email). The Access Parties' must, after being given Notice thereof, comply with Developer's safety rules, requirements, and procedures at all times when they are exercising their rights under this Section so long as those safety rules, requirements, and procedures are consistent with safety rules, requirements, and procedures in other similarly situated stadiums and do not impair the Access Parties ability to access the Stadium Land and the Project Improvements for the purposes provided in this Section. Such entry and the Access Parties' activities pursuant thereto must be conducted in such a manner as to minimize interference with, and

delay of, the Project Improvements Work then being conducted. Nothing herein is intended to require the Access Parties to deliver Notice to Developer prior to accessing the Stadium Land and the Project Improvements and any portion thereof if a Developer Default occurs and remains uncured. Notwithstanding the terms of this Section, the Access Parties will have the right of access to the Stadium Land and the Project Improvements and any portion thereof in connection with an Emergency, so long as the Access Parties use efforts to (a) provide Notice to Developer by telephone or email to Developer and Developer's attorney of any such Emergency prior to entering the Stadium Land and the Project Improvements or, if said prior Notice is not practical, as soon as practical thereafter, but in no event later than twenty-four (24) hours after any of the Access Parties enters the Stadium Land and the Project Improvements, (b) minimize interference with the Project Improvements Work then being conducted, and (c) limit their activities to those necessary to safeguard lives, public health, safety, and the environment.

Section 7.10 City Construction Representative.

I. Appointment of the City Construction Representative. The City may retain a representative, at the City's expense separate from the Project Budget, to assist the City with questions or any issues in connection with the Project Improvements Work (such representative is hereinafter referred to as the "City Construction Representative"), and will have the right, from time to time, to change the individual who is the City Construction Representative by giving at least ten (10) days' prior Notice to Developer thereof. The City Construction Representative has the right to review all Design Documents. The City Construction Representative may obtain access to the Stadium Land and Project Improvements in accordance with the Notice requirements imposed on the City and CRA under Section 7.9 and must take measures and precautions to minimize damage or disruption to the Project Improvements Work.

a. Meetings with City Construction Representative. Developer must meet with the City Construction Representative on a monthly basis or at other times requested in writing by the City Representative, the CRA Representative, or the City Construction Representative. Requests must include a description of the subject matter of the meeting, any documentation required by the City Construction Representative and the members of the Project Team requested to attend.

b. Construction Cooperation/Coordination. Without in any way limiting, waiving, or releasing any of the obligations of Developer under this Agreement or any Applicable Laws, Developer will do the following during the Project Term:

i. Cooperation. Cooperate with the City Construction Representative so the City and CRA will be kept apprised of the Project Improvements Work and the Project Submission Matters;

ii. Delivery of Project Status Report and Notices by Developer. Deliver to the City Construction Representative (x) a copy of the Project Status Report on a monthly basis and (y) copies of all notices of default sent or received by or on behalf of Developer under any Construction Agreement within ten (10) days after giving or receiving any such notice;

iii. Land Conditions. Advise the City Construction Representative with respect to any Environmental Event, hydrology conditions or archeological conditions known to Developer and all requirements imposed by, and negotiations with, any Governmental Authority concerning any such matters;

iv. Notices of Claim. Provide Notice to the City Construction Representative within three (3) Business Days after receipt of any notice of any claim from any member of the Project Team (not including proposed Change Orders, which are covered by Section 11), and allow the City to attend any dispute resolution proceedings related thereto;

v. Meetings. Provide the City Construction Representative with three (3) days' prior Notice of scheduled construction meetings, and allow the attendance by the City Construction Representative at regularly scheduled construction meetings (but such meetings may proceed and do not need to be rescheduled if the City Construction Representative is unable to attend); and

vi. Inspections. Allow the City Construction Representative (and any other City or CRA designees) to be present during the scheduled Substantial Completion and Final Completion inspections of the Stadium Improvements Work and of the Infrastructure Improvements Work and any applicable component thereof. Developer must cause Design-Builder, and Other Contractors to provide seven (7) days' prior Notice to the City Construction Representative of such inspections (but such inspections may proceed and do not need to be rescheduled if the City Construction Representative is unable to attend).

Section 7.11 No Operation of Stadium; Tours. During all periods prior to Substantial Completion, Developer will not open the Stadium Improvements to the public or hold events at the Stadium Improvements, unless otherwise permitted under this Section. Developer will accommodate tours of the Stadium prior to Final Completion thereof to the extent requested from time to time by the City or CRA; provided that such tours are conducted at a time and in a manner that does not cause delay to the Stadium Improvements Work then being conducted and are subject to such limitations, rules and restrictions as established by Developer. Developer will be permitted to conduct tours of the Stadium prior to Final Completion thereof for prospective team members, sponsors, or other potential stakeholders or members of the public for publicity purposes; provided that such tours are conducted at a time and in a manner that does not cause delay to the Stadium Improvements Work then being conducted.

Section 7.12 Applicable Laws; USL Rules and Regulations; Approvals.

I. Compliance. All performance of this Agreement by Developer and the Developer Representative must be done in compliance with all USL Rules and Regulations and all Applicable Laws, and Developer must require that the members of the Project Team perform under their respective agreements in a manner that complies with all USL Rules and Regulations and all Applicable Laws.

II. Approvals.

a. No Release. No Approvals or confirmations by the City or the CRA under

this Agreement, or any communications by the City Construction Representative will relieve or release Developer from its obligations to comply with Applicable Laws.

b. No Substitute For Regulatory Approvals. The Approval by the City or CRA, and any communications from the City Construction Representative with respect to any matter submitted to the City, CRA, or the City Construction Representative pursuant to this Agreement will not constitute a replacement or substitute for, or otherwise excuse Developer from, such permitting, licensing or approval processes under any Applicable Laws; and, conversely, no permit or license so obtained will constitute a replacement or substitute for, or otherwise excuse Developer from obtaining any Approval of the City or CRA required pursuant to this Agreement. Nothing in this Agreement or any Construction Agreement obligates the City or CRA (or any elected or appointed official, employee, board, or commission of the City or CRA) (i) to approve any rezoning or to grant any other land use approval or any other municipal approval, or (ii) to issue any building or construction permits for any plan or construction that is not in conformity with all Applicable Laws. The City recognizes that the successful construction of the Project Improvements will require certain land use entitlements, including potentially a rezoning of the Stadium Land and the issuance of various development permits. The City agrees to cooperate with and assist the Developer in good faith to facilitate the review and processing of all necessary applications for rezoning, site plan approvals, and development permits, including the obligations in Section 3.1, provided such applications are complete, consistent with this Agreement, have met all requirements for public comment, and comply with the City's comprehensive plan and land development regulations.

c. Limitation. This Agreement does not bind or obligate either the City or CRA in either of their respective capacities as a regulatory authority, nor will anything in this Agreement be interpreted to limit, bind or change the City Code or the City's regulatory authority.

Section 7.13 Post Completion Deliverables. Within sixty (60) days after the Project Completion Date, Developer must provide to the City (a) one copy of the "as built" survey showing the location of all Project Improvements, (b) complete electronic .pdf files and any electronic CAD files of all "record drawings" prepared by or for the Architect or the Design-Builder's architect, regarding all of the Project Improvements, (c) electronic copies of approved shop drawings, (d) electronic copies of approved permits and permit closeout documents (including any certificate of operation), (e) copies of warranties, (f) copies of a certificate of occupancy, or its equivalent, which is then required by any Governmental Authority for the Project Improvements, (g) consent from the Qualified Surety, and (h) status reports for any unresolved claims.

SECTION 8 – PROJECT REPORTING

Section 8.1 Project Reporting. Developer must furnish to the City monthly status reports for the Stadium Improvements and the Infrastructure Improvements, each certified to the City, which must contain (a) the status of design planning, (b) a comparison of the Project Budget to Project Costs incurred and paid through the date of the report, and a description of the variances (which, during the design and pre-construction phases, may be satisfied by providing the monthly pay applications from Design-Builder and Other Contractors, as

applicable), (c) a status of the Project Schedule in relationship to the Project Improvements Work completed through the date of the report, and a description of the variances, (d) the status of any permits, licenses or approvals under all Applicable Laws required or necessary to facilitate the continued construction, or ultimate occupancy, of the Project Improvements, and (e) any other matters relating to the design, permitting, development, construction and furnishing of the Project Improvements Work as mutually agreed upon by the Parties (collectively, the "Project Status Report").

SECTION 9 – ENVIRONMENTAL

Section 9.1 Notice of Environmental Complaints; Waste Disposal.

I. No Hazardous Materials. Developer must not cause or permit any Hazardous Materials to be generated, used, released, stored or disposed of at, in, on or under the Existing Land or the Project Improvements in violation of any Environmental Law; *provided, however*, that Developer and Developer's Related Parties may generate, use, release, and store the types and amounts of Hazardous Materials as may be required for Developer to perform its obligations under this Agreement so long as such Hazardous Materials are commonly generated, used, released or stored in similar circumstances and generated, used, released, stored or disposed of in compliance with Environmental Laws.

a. Notice. Developer will give the City Representative and the CRA Representative prompt oral notice and follow up Notice within seventy-two (72) hours of Developer's discovery (or the discovery by any Related Party of Developer) of any actual or threatened Environmental Event of which Developer or such Related Party is aware relating to the Existing Land or the Project Improvements or the existence at, in, on or under the Existing Land or the Project Improvements of any Hazardous Material in violation of Environmental Laws, and promptly furnish to the City such reports and other information available to Developer or such Related Party concerning the matter.

b. Waste Disposal. All wastes generated or produced at or from the Stadium Land or the Project Improvements, including construction waste or any other waste resulting from the performance of the Project Improvements Work must be disposed of in compliance with all Applicable Laws by Developer based on its waste classification. Regulated wastes must be properly characterized, manifested, and disposed of at an authorized facility. As between the City and Developer, Developer will be the generator of any such waste generated or produced at or from the Stadium Land or the Project Improvements for purposes of Environmental Laws.

II. Right of Access – Environmental Matters. In addition to the other rights of access pursuant to this Agreement and Applicable Laws, Developer must allow authorized representatives of the City, CRA, and state and federal environmental personnel access to the Stadium Land and the Project Improvements for the following purposes:

a. Conducting environmental audits or other inspections of the Stadium Land and the Project Improvements;

b. Reviewing and copying of any records that must be kept under any environmental permit;

c. Viewing the Project Improvements, facilities, equipment, practices, or operations regulated or required under any environmental permit; and

d. Sampling or monitoring any substances or parameters at any location subject to any environmental permit or Environmental Law.

SECTION 10 – DELAYS AND EFFECT OF DELAYS

Section 10.1 Excusable Developer Delay. All deadlines and time periods within which Developer must fulfill its obligations in this Agreement (other than the payment of monetary obligations under this Agreement that are disputed and being addressed in accordance with Section 18 herein or the document governing such payment (as applicable)) are each permitted to be adjusted as appropriate to include Force Majeure Delay Periods, so long as Developer complies with the requirements of this Section. With respect to each occurrence of an event that Developer believes to be Force Majeure, Developer must, within ten (10) days after Developer first obtains knowledge of such event, give Notice to the City Representative and the CRA Representative of the event Developer believes constitutes Force Majeure, Developer's good faith estimate of the Force Majeure Delay Period (if known or determinable) resulting therefrom and the basis therefor, and Developer's good faith estimate of any adjustment resulting therefrom that is proposed to be made to the Project Schedule (if known or determinable) or other time for performance, as the case may be, together with documentation supporting the adjustments proposed. If the delay or change to the Project Schedule are not known or determinable at the time Notice of Force Majeure is given, Developer will provide updates to the City and CRA, no less than monthly with respect to the status of the Force Majeure and the delay related thereto until such time as the Force Majeure Delay Period can be determined, at which time Developer will send Notice to the City and CRA of the length of the Force Majeure Delay Period. Any dispute as to whether Force Majeure has occurred, whether the duration of the delay is determinable, or the duration of the Force Majeure Delay Period, will be addressed pursuant to Section 18. If the City Representative or the CRA Representative believes the documentation supplied is not sufficient to justify the delay claimed or adjustments proposed, the City or the CRA, as applicable, must give Notice to Developer of the claimed deficiency and Developer will have ten (10) days to more fully document the delay and adjustments claimed.

Section 10.2 Excusable City or CRA Delay. All deadlines and time periods within which the City or CRA must fulfill the obligations of the City or CRA in this Agreement (other than the payment of monetary obligations under this Agreement that are disputed and being addressed in accordance with Section 18 herein) are each permitted to be adjusted as appropriate to include Force Majeure Delay Periods so long as the City and CRA complies with the requirements of this Section. With respect to each occurrence of an event that City or CRA believes to be Force Majeure, the City Representative or CRA Representative must, within ten (10) days after the City Representative or CRA Representative first obtains knowledge of such event, give Notice to Developer of the event that City or CRA believes constitutes Force Majeure, the City Representative's or CRA Representative's good faith estimate of the Force Majeure Delay Period resulting therefrom and the basis therefor, and the City Representative's or CRA Representative's good faith estimate of any adjustment resulting therefrom that is proposed to be made in the time for performance, together with documentation supporting the adjustments proposed. If the Developer believes the

documentation supplied is not sufficient to justify the delay claimed or adjustments proposed, Developer must give Notice to the City or CRA of the claimed deficiency and the City or CRA will have ten (10) days to more fully document the delay and adjustments claimed. Any dispute as to whether Force Majeure has occurred, whether the duration of the delay is determinable, or what the Force Majeure Delay Period is, will be addressed pursuant to Section 18.

Section 10.3 Continued Performance; Exceptions. Upon the occurrence of any Force Majeure, the Parties will use good faith efforts to continue to perform their respective obligations under this Agreement. Toward that end, each Party hereby agrees to make good faith efforts to mitigate the effect of any delay occasioned by Force Majeure and must resume performance of its respective obligations under this Agreement after the end of the Force Majeure Delay Period.

SECTION 11 – CHANGE ORDERS

Section 11.1 City's Right to Make Changes. The City may request Change Orders for the Project Improvements, subject to the Approval of Developer. The City must pay for all costs (including the cost of delays attributable thereto) associated with Change Orders it requests ("City Change Order Costs"). Developer will not be responsible for the payment of any City Change Order Costs. Upon such request and Developer's Approval, Developer will solicit bids for the incremental cost for performing such Change Order and the City will have the option to forego its request or agree in writing to be responsible for the costs of such Change Order based upon the amount of the proposal of Design-Builder or Other Contractor for such Change Order. Within ten (10) Business Days of Developer providing the bids to the City for the Change Orders requested by the City, the City will provide Notice to the Developer informing Developer whether the City will forego its request or agree to the proposed City Change Order Costs. The City will pay City Change Order Costs as and when the same are due.

Section 11.2 Developer's Right to Make Changes. Developer may issue field change orders, which (a) are due to unexpected construction conditions encountered in connection with the construction of the Project Improvements Work, (b) are necessary to efficiently proceed with the Project Improvements Work in the manner that Developer determines to proceed, (c) do not modify the capacity or functional requirements set forth in the Design Documents, and (d) do not modify the Definitive Elements; *provided however,* Developer must maintain a report of such field change orders and advise the City thereof in the next occurring Project Status Report. In addition, Developer may issue Change Orders (subject to the conditions of set forth in this Section) without the Approval of the City, except for any Change Order that (i) extends the Substantial Completion Date(s), the required date(s) of Final Completion, or the Required Project Completion Date, (ii) could result in Cost Overruns exceeding two percent (2%) of the Project Budget or the Project Improvements not meeting the Facility Standard, (iii) eliminates or alters any Definitive Elements, or (iv) changes any Project Submission Matters, all of which require prior City Approval, which may not be unreasonably withheld by the City (and in the case of elimination or alteration of any Definitive Elements, requires approval of City Council). As to all Change Orders, other than those pursuant to Section 11.1 above, Developer will pay all costs (including the cost of delays attributable thereto) associated therewith as and when such costs are incurred, provided that Developer may: (A) re-allocate Project Savings (on a line item basis, but only

after such line item has been completed and such Project Savings remain); and (B) allocate Contingencies to pay the same (but only to the extent the amount remaining in the Contingencies line item after such allocation is adequate to address any remaining Contingencies for the Project Improvements Work, as determined by the City based on the Construction Monitor's report and the then current Project Budget). Nothing contained in this Section 11.2 relieves Developer of its obligation to pay Cost Overruns. With respect to Change Orders that could result in Cost Overruns exceeding two percent (2%) of the Project Budget, the City will not provide its Approval of such Change Orders unless and until Developer provides adequate evidence to the City of Developer's ability to pay the amounts due as a result thereof.

SECTION 12
COST OVERRUNS AND PROJECT SAVINGS

Section 12.1 Cost Overruns. The term "Cost Overruns" as used in this Agreement, as of any date of determination, means the amount by which the total costs and expenses (other than City Change Order Costs) required to be paid for the Project Improvements, exceed the then-current Project Budget (including all Contingencies set forth therein). City Change Order Costs are not Cost Overruns.

Section 12.2 Project Savings. The term "Project Savings" means the amount by which the total costs and expenses required to be paid by Developer under the Construction Agreements for the Project Improvements Work is less than the then-current Project Budget. Subject to the terms of Section 12.3 below.

Section 12.3 Payment of Cost Overruns. Developer must pay all Cost Overruns as and when the same are due, provided that any then outstanding invoices for City Change Order Costs have been paid for by the City. Neither the City nor the CRA will be responsible for the payment of any Cost Overruns. Developer will have the sole and exclusive right to pursue all claims and receive all recoveries, damages, and penalties from contractors and sureties to the extent of any Cost Overruns paid by Developer.

Section 12.4 Funding of Cost Overruns. As Cost Overruns are determined from time to time during the Project Term that exceed two percent (2%) of the total costs and expenses in the Project Budget (whether upon entering into Construction Agreements as a result of Change Orders or otherwise), Developer will demonstrate in writing (and in any event upon written request of the City or the County) to the City's satisfaction, that Developer possesses sufficient funding sources or is acquiring additional funding sources for Developer to pay such Cost Overruns. Updates to the Project Budget and the evidence required to be provided by Developer herein related to the Developer Source of Funds must be provided at the monthly meetings with the City Construction Representative (if present) in accordance with Section 7.10 and in the Project Status Reports for such month.

SECTION 13 – INSURANCE AND INDEMNIFICATION

Section 13.1 Developer Insurance Requirements.

I. Required Insurance Coverage. Developer must obtain and maintain (or cause the insurance to be obtained and maintained) the following minimum insurance until a

certificate of occupancy is issued for the Project Improvements.

a. Commercial General Liability insurance in an amount of at least Five Million Dollars ($5,000,000) per occurrence, Five Million Dollars ($5,000,000) aggregate in occurrences form. This policy must include coverage for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability under this Agreement.

b. Commercial Automobile Liability insurance in an amount of at least of Five Million Dollars ($5,000,000) combined single limit covering all owned, hired and non-owned vehicles.

c. Workers' Compensation insurance as required by Florida law and Employers' Liability insurance in an amount of at least One Hundred Thousand Dollars ($100,000) each accident, One Hundred Thousand Dollars ($100,000) per employee, and Five Hundred Thousand Dollars ($500,000) for all diseases.

d. Errors and Omissions or Professional Liability insurance in an amount of at least Five Million Dollars ($5,000,000) per occurrence. If coverage is on a "claims-made" basis, it must include a retroactive date of coverage beginning no later than the Effective Date and an extended reporting period of at least two years after the Project Completion Date. The minimum limits of this section must apply to the extended reporting period.

e. Pollution/Environmental Liability insurance in an amount of at least Five Million Dollars ($5,000,000) per occurrence. This insurance must provide coverage for sudden and gradual pollution conditions including the discharge, release, or escape of fumes, vapors, smoke, acids, alkalis, asbestos, toxic chemicals, liquids or gases, waste materials, or other contaminants, irritants, or pollutants into or upon any structure, land, body of water, or atmosphere. Coverage must include bodily injury, property damage, loss of use of tangible property whether or not it has been physically injured or destroyed, cleanup and remediation costs, penalties or fines, and defense costs including costs incurred in the investigation or adjustment of the claim. Coverage must be provided both for the use of pollutants on the Land and during transit. If the policy is on a claims-made basis, it must include the retroactive date of coverage and be maintained for at least two (2) years after the Project Completion Date.

f. Developer must obtain and maintain, or cause to be obtained and maintained, Builder's Risk insurance. This insurance must be in effect on the date when the pouring of foundations or footings commences, property and materials are stored on the Land, or the date when horizontal work commences, whichever occurs first. Builder's Risk Insurance must insure all Project Improvements Work performed at the Land in a minimum amount of the total replacement cost of the Project Improvements. This insurance must insure the interests of the City, Developer, and all contractors and subcontractors. Such coverage, at a minimum, will be written on a special form, "all risk", completed value (non-reporting) property form in a minimum amount of the total replacement cost of the Project Improvements with sublimits (via inclusion in the Builder's Risk policy or maintained on a standalone basis) for flood, named and un-named windstorm, water damage, and materials and equipment in storage and in transit Approved by the City. The policy must include coverage for named windstorm, flood, explosion and collapse. The

policy must insure all materials and equipment that will become part of the completed project. The policy must also include coverage for loss or delay in startup or completion of the Project Improvements including income and soft cost coverage (including fees and charges of engineers, architects, attorneys, and other professionals). Builder's Risk insurance must be endorsed to permit occupancy until the Project Completion Date. In addition to the requirements listed in this Section 13.1, the Builder's Risk policy must include the City as a loss payee, as their interests may appear (ATIMA).

II. General Insurance Requirements.

a. All of Developer's insurance policies, except Workers' Compensation insurance and Errors or Omissions or Professional Liability insurance, must name the City Indemnified Persons and the CRA Indemnified Persons as additional insureds.

b. Developer must provide Notice to the City at least thirty (30) days prior to any cancellation, reduction, or change in coverage for the insurance policies required under this Section 13, except due to nonpayment of premium, in which case Developer must provide Notice to the City at least ten (10) days prior to cancellation of coverage.

c. Developer must provide the City with Certificates of Insurance on a then-current ACORD form, or similar form acceptable to the City, reflecting all required coverage. At the City's request, Developer must provide copies of current policies and all applicable endorsements within seven (7) days after such request, provided such policies have been issued by the insurers.

d. All insurance required to be maintained by Developer hereunder must be on a primary and noncontributory basis and must be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of AM Best's Rating Services, or similar rating agency Approved by the City.

e. Waiver of Subrogation. Developer hereby waives all subrogation rights of its insurance carriers in favor of the City Indemnified Persons and CRA Indemnified Persons. This provision is intended to waive fully, and for the benefit of the City Indemnified Persons and CRA Indemnified Persons, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier. To the extent permitted by Applicable Laws, and without affecting the insurance coverages required to be maintained hereunder, Developer waives all rights of recovery, claim, action or cause of action against the City Indemnified Persons and CRA Indemnified Persons and releases them from same. Notwithstanding the preceding sentence, (i) the City will not be released from any Losses to the extent a court determines through an order or judgment that such Losses resulted from the sole negligence or willful misconduct of the City Indemnified Persons after the Effective Date, and (ii) the CRA will not be released from any Losses to the extent a court determines through an order or judgment that such Losses resulted from the sole negligence or willful misconduct of the CRA Indemnified Persons after the Effective Date; except that, despite the sole negligence qualifications in clauses (i) and (ii) above, (A) neither the City nor the CRA will be released from any Losses to the extent a court determines through an order or judgment that such Losses resulted solely from the combined negligence of City Indemnified Persons and CRA Indemnified Persons (but no other Persons), and (B) nothing will relieve Developer of its duty to defend the City in accordance with this Section 13.

Section 13.2 Other Project Team Member Insurance. Developer must cause the Architect, the Design-Builder and the Other Contractors to obtain and maintain insurance coverage in accordance with and as required by Exhibit "G".

Section 13.3 Failure of Developer to Maintain Required Insurance. If at any time and for any reason Developer fails to provide, maintain, keep in force and effect or deliver to the City proof of, any of the insurance required under this Section 13 (including Exhibit "G"), the City may, but has no obligation to, procure the insurance required by this Agreement, and Developer must, within ten (10) days following the City's demand and Notice, pay and reimburse the City therefor plus interest at the Default Rate.

Section 13.4 Indemnification and Payment of Losses by Developer. Developer must, and does hereby agree to indemnify, defend, pay on behalf of, and hold harmless the City Indemnified Persons and the CRA Indemnified Persons for any Losses involving any third-party claim, including Losses for damage to property or bodily or personal injuries, including death at any time resulting therefrom, arising, directly or indirectly, from or in connection with or alleged to arise out of or any way incidental to any of the following:

(a) the use or occupancy of the Stadium Land by or on behalf of Developer or any Developer Related Party;

(b) the design, development, construction or operation of the Project Improvements, by or on behalf of Developer or any Developer Related Party;

(c) any claim by any Person for Losses in connection with the violation by Developer or any Developer Related Party of any Applicable Laws, or USL Rules or Regulations;

(d) Liens against the Existing Land or Project Improvements because of labor, services or materials furnished to or at the request of Developer or any Developer Related Party in connection with any work at, in, on or under the Existing Land, including the Project Improvements Work;

(e) Liens with respect to Developer's interest under this Agreement;

(f) any negligence or willful misconduct of Developer or any Developer Related Party; and

(g) any claim by any Person for Losses in connection with the breach of this Agreement by Developer.

This indemnification will not be limited to damages, compensation or benefits payable under insurance policies, workers' compensation acts, disability benefit acts or other employee benefit acts. Although Developer has caused the City Indemnified Persons and the CRA Indemnified Persons to be named as additional insureds under Developer's insurance policies, Developer's liability under this indemnification provision will not be limited to the liability limits set forth in such policies. Notwithstanding anything set forth in this Section to

the contrary, Developer will have no obligation to indemnify or hold harmless, (i) any City Indemnified Persons from any Losses to the extent a court determines through an order or judgment that such Losses resulted from (A) the negligence, intentional acts, or willful misconduct of such City Indemnified Persons; (B) the City's breach of this Agreement; or (C) statutory violations or punitive damages to the extent caused by the City's own actions; or (ii) any CRA Indemnified Persons from any Losses to the extent a court determines through an order or judgment that such Losses resulted from (A) the negligence, intentional acts, or willful misconduct of such CRA Indemnified Persons; (B) the CRA's breach of this Agreement; or (C) statutory violations or punitive damages to the extent caused by the CRA's own actions; except that (i) neither the City nor the CRA will be released from any Losses to the extent a court determines through an order or judgment that such Losses resulted solely from the combined negligence of City Indemnified Persons and CRA Indemnified Persons (but no other persons), and (ii) nothing will relieve Developer of its duty to defend the City in accordance with this Section 13.

Section 13.5 Duty to Defend. The City and/or CRA, as the case may be, shall provide the Developer with prompt written Notice of any third-party claim, demand, action, suit or proceeding (a "Claim") for which the City or CRA believes it is entitled to indemnification and defense under Section 13 of this Agreement. "Prompt" shall mean notice provided within three (3) Business Days of the City or CRA's actual receipt of such Claim or knowledge of circumstances that may give rise to such Claim, whichever occurs first. The City and CRA acknowledge that the requirement of providing prompt Notice to Developer of any Claim potentially triggering the Developer's indemnification and duty to defend obligations of this Section 13 is essential to Developer's ability to fulfill such obligations. Developer's liability for any and all claims, damages, costs or expenses arising from the duty to defend a Claim shall be limited to the extent that Developer is prejudiced by the City or the CRA's delay in providing timely Notice of the circumstances giving rise to the duty to defend. Concurrently with or immediately following the Notice of a Claim, the City or CRA shall formally tender the defense of such Claim to Developer by further Notice of such tender clearly stating that the City or CRA expects the Developer to assume the defense. The City and CRA shall cooperate with the Developer and Developer's chosen legal counsel in the defense of any Claim, which shall include, but not be limited to, making available to Developer and its counsel, upon request and subject to applicable legal privileges or confidentiality requirements, all relevant non-privileged documents, records, information, and data in the City's or CRA's possession, custody, or control related to the Claim, and provide reasonable access to City or CRA personnel (including elected officials, officers, agents or employees) to provide information, testimony or otherwise assist in the defense.

Section 13.6 Failure to Defend. It is understood and agreed by Developer if a City Indemnified Person or a CRA Indemnified Person is made a defendant in any claim for which it is entitled to a defense pursuant to this Agreement, and Developer fails or refuses to assume its obligation to defend a City Indemnified Person or a CRA Indemnified Person within twenty (20) days after receiving Notice and a tender of defense by such City Indemnified Person or CRA Indemnified Person of its obligation hereunder to do so, such City Indemnified Person or CRA Indemnified Person may compromise or settle or defend any such claim, and Developer is bound and obligated to reimburse such City Indemnified Person or CRA Indemnified Person for the amount expended by such City Indemnified Person or CRA Indemnified Person in settling or compromising or defending any such claim, including

the amount of any judgment rendered with respect to such claim, and Developer is also bound and obligated to pay all attorneys' fees of the City Indemnified Person or CRA Indemnified Person associated with such claim.

SECTION 14 – CASUALTY DAMAGE

Section 14.1 Casualty Repair Work. If, at any time prior to the Project Completion Date, the Existing Land, Stadium Land or the Project Improvements or any part thereof is damaged by fire, explosion, hurricane, earthquake, act of God, act of terrorism, civil commotion, flood, the elements or other casualty (a "Casualty"), then Developer must give the City Notice of any such Casualty that exceeds One Million Dollars ($1,000,000) within five (5) Business Days of such Casualty. Regardless of the amount, Developer must promptly cause Design-Builder, or any Other Contractor, as applicable, to (a) secure the area of damage or destruction to safeguard against injury to Persons or property and, promptly thereafter, remediate any hazard and restore the Existing Land Stadium Land and Project Improvements to a safe condition by repair or by demolition, removal of debris, and screening from public view, and (b) commence and thereafter proceed with diligence to repair, restore, replace or rebuild the Project Improvements (collectively, the "Casualty Repair Work") and then complete the Project Improvements, in accordance with this Agreement, provided that in such event the Substantial Completion Date(s), the required date(s) of Final Completion, and the Required Project Completion Date, as applicable, will be automatically extended for such period of time necessary to perform and complete the Casualty Repair Work

Section 14.2 Insurance Proceeds. All insurance proceeds paid pursuant to the policies of insurance required under Section 13 (including Exhibit "G") for loss of or damage to the Project Improvements must be applied by Developer to such Casualty Repair Work performed in accordance with the terms of Section 14.1.

Section 14.3 Government Relief Grants. In the event of a Casualty resulting from any occurrence eligible for a Government Relief Grant, the City will work in good faith with Developer to apply for all appropriate Governmental Relief Grants with respect to such Casualty and will seek the largest amount of such grants without jeopardizing the ability to obtain funding for essential projects affecting public health and safety. Any such grants must be applied to pay for any required Casualty Repair Work as specifically outlined in the applicable award of the Government Relief Grant.

SECTION 15 - CONDEMNATION

Section 15.1 Condemnation Actions by Municipality or Governmental Authority other than City. If there is a Condemnation Action during the Project Term, all matters related to such Condemnation Action (including any termination rights and allocation of Condemnation Awards) will be resolved in accordance with Section 21 of the Stadium Operating Agreement. If the Stadium Operating Agreement is terminated with respect to any portion of the Stadium Land pursuant to Section 21 of the Stadium Operating Agreement prior to the end of the Project Term, this Agreement shall terminate with respect to such taken portion of the Stadium Land on the effective date of such termination under the Stadium Operating Agreement.

SECTION 16 – DEFAULTS AND REMEDIES

Section 16.1 Events of Default.

I. Developer Default. The occurrence of any of the following will be an "Event of Default" by Developer or a "Developer Default":

a. the failure of Developer to pay any payments when due and payable under this Agreement if such failure continues for more than thirty (30) days after the City or the CRA gives Notice to Developer that such amount was not paid when due (a "Developer Payment Default"); *provided however,* that if a failure to pay results from the City failing to pay for City Change Order Costs (if such failure to pay by Developer is related to City Change Order Costs), Developer's failure to pay the applicable payment(s) will not be a Developer Payment Default hereunder until thirty (30) days after such City payment has been made;

b. the failure of Developer to comply with the terms of Section 7.7 (No Liens), if such failure is not remedied by Developer (as provided in Section 7.7) within twenty (20) days after the City or the CRA gives Notice to Developer as to such failure;

c. if Substantial Completion of all the Project Improvements has not occurred by April 30, 2028, subject to extension for Force Majeure Delay Periods as permitted in this Agreement and Change Orders granting time extensions beyond the Required Project Completion Date Approved by the City in accordance with this Agreement, or as otherwise mutually agreed to by the Parties in writing;

d. the breach of Section 19.20 (E-Verify) or Section 19.21 (Certification Regarding Scrutinized Companies), and such breach is not remedied within thirty (30) days after the City or the CRA gives Notice to Developer of such breach;

e. the failure of Developer to keep, observe or perform any of the terms, covenants, or agreements contained in this Agreement to be kept, performed or observed by Developer (other than those specified in this Section) if such failure is not remedied by Developer within sixty (60) days after Notice from the City or the CRA of such breach; *provided, however*, if it is not possible to cure within sixty (60) days, such cure period will be extended for such longer period that is necessary to cure such breach so long as Developer: (A) commences such cure within sixty (60) days after such Notice from the City or the CRA and thereafter uses commercially reasonable, diligent and good faith efforts to cure until completion, and (B) provides written monthly status updates to the City regarding Developer's specific efforts and timeline to cure;

f. the material breach by Developer of any Project Document (other than this Agreement) has occurred and remains uncured after the lapse of the applicable notice and cure period, if any, provided for under the terms of the applicable Project Document; or

g. the: (A) filing by Developer of a voluntary petition in bankruptcy; (B) adjudication of Developer as a bankrupt; (C) approval as properly filed by a court of

competent jurisdiction of any petition or other pleading in any action seeking reorganization, rearrangement, adjustment or composition of, or in respect of Developer under the United States Bankruptcy Code or any other similar state or federal law dealing with creditors' rights generally; (D) Developer's assets are levied upon by virtue of a writ of court of competent jurisdiction; (E) insolvency of Developer; (F) assignment by Developer of all or substantially of its assets for the benefit of creditors; (G) initiation of procedures for involuntary dissolution of Developer, unless within sixty (60) days after such filing, Developer causes such filing to be stayed or discharged; (H) Developer ceases to do business other than as a result of an internal reorganization and the respective obligations of Developer are properly transferred to (and assumed by) a successor entity as provided in this Agreement; or (I) appointment of a receiver, trustee or other similar official for Developer, or Developer's Property, unless within sixty (60) days after such appointment, Developer causes such appointment to be stayed or discharged.

II. City Default. The occurrence of any of the following will be an "Event of Default" by the City or a "City Default":

a. the failure of the City to pay any payments when due and payable under this Agreement if such failure continues for more than thirty (30) days after Developer gives Notice to the City that such amount was not paid when due;

b. the failure of the City to keep, observe or perform any of the terms, covenants or agreements contained in this Agreement to be kept, performed or observed by the City (other than those specified in this Section 16.1(b)) if such failure is not remedied by the City within sixty (60) days after Notice from Developer to the City of such breach; *provided, however*, if it is not possible to cure within sixty (60) days, such cure period will be extended for such longer period that is necessary to cure such breach so long as the City: (A) commences such cure within sixty (60) days after such Notice from Developer and thereafter uses diligent and good faith efforts to cure until completion, and (B) provides written monthly status updates to Developer regarding the City's specific efforts and timeline to cure; or

c. the breach by the City of any Project Document other than this Agreement has occurred and remains uncured after the lapse of the applicable notice and cure period, if any, provided for under the terms of the applicable Project Document.

III. CRA Default. The occurrence of any of the following will be an "Event of Default" by the CRA or a "CRA Default":

a. the failure of the CRA to pay any payments when due and payable under this Agreement if such failure continues for more than thirty (30) days after Developer gives Notice to the CRA and the City that such amount was not paid when due;

b. the failure of the CRA to keep, observe or perform any of the terms, covenants or agreements contained in this Agreement to be kept, performed or observed by the CRA (other than those referred to in this Section 16.1(c)) if such failure is not remedied by the CRA within sixty (60) days after Notice from Developer to the CRA and the City of such breach; *provided, however*, if it is not possible to cure within sixty (60) days, such cure period will be extended for such longer period that is necessary to cure such breach so long

as: (A) the CRA commences such cure within sixty (60) days after such Notice from Developer and thereafter uses diligent and good faith efforts to cure until completion, and (B) provides written monthly status updates to Developer regarding the CRA's specific efforts and timeline to cure; or

c. the breach by the CRA of any Project Document other than this Agreement has occurred and remains uncured after the lapse of the applicable notice and cure period, if any, provided for under the terms of the applicable Project Document.

Section 16.2 City's and CRA's Remedies. For any Developer Default that remains uncured following the expiration of any appliable cure period set forth in Section 16.1(a), the City or the CRA may, in each of their sole discretion, pursue any one or more of the following remedies:

I. Termination. The City and CRA jointly (but not separately) may terminate this Agreement pursuant to Section 16.6(c) below if the Developer Default is a Termination Default.

II. Self Help. Following Notice to Developer of the intent to engage in self-help, the City or CRA may (but under no circumstance will be obligated to) enter upon the Existing Land and the Project Improvements and do whatever Developer is obligated to do under the terms of this Agreement, but subject to any Applicable Laws, including taking all steps necessary to complete construction of the Project Improvements. No action taken by the City under this Section 16.2(b) will relieve Developer from any of its obligations under this Agreement or from any consequences or liabilities arising from the failure to perform such obligations. Developer agrees to reimburse the City or CRA on demand for all costs and expenses that the City or CRA may incur in effecting compliance with Developer's obligations under this Agreement plus interest at the Default Rate.

III. All Other Remedies. The City or the CRA may exercise any and all other remedies available to the City or the CRA at law or in equity (to the extent not otherwise specified or listed in this Section 16.2), including either or both of recovering Damages from Developer or pursuing injunctive relief and specific performance as provided in Section 16.4 below, but subject to any limitations thereon set forth in any Applicable Laws or this Agreement. The City or the CRA may file suit to recover any sums falling due under the terms of this Section from time to time. Subject to Section 16.8 below, nothing contained in this Agreement will limit or prejudice the right of the City or the CRA to prove for and obtain in proceedings for bankruptcy or insolvency, an amount equal to the maximum allowed by any Applicable Laws in effect at the time when and governing the proceedings in which the Damages are to be proved.

Section 16.3 Developer's Remedies. Upon the occurrence of any City Default or CRA Default and while such remains uncured following the expiration of any applicable cure period set forth in Section 16.1(b) and (c), Developer may, in its sole discretion, exercise any and all remedies available to Developer at law or in equity, including either or both of recovering Damages from the City or the CRA, or pursuing injunctive relief and specific performance as provided in Section 16.4 below, or both, but subject to any limitations thereon set forth in any Applicable Laws or this Agreement.

I. Injunctive Relief and Specific Performance. Each of the Parties acknowledges, agrees, and stipulates that, in view of the circumstances set forth in Section 16.6(a) below, which are not exhaustive as to the interests at risk with respect to the respective performance of the Parties, each Party will be entitled to seek, with the option but not the necessity of posting bond or other security, to obtain specific performance and any other temporary, preliminary or permanent injunctive relief or declarative relief necessary to redress or address any Event of Default or any threatened or imminent breach of this Agreement.

II. Cumulative Remedies. Except as otherwise provided in this Agreement, each right or remedy of a Party provided for in this Agreement will be cumulative of and will be in addition to every other right or remedy of such Party provided for in this Agreement, and, except as otherwise provided in this Agreement, the exercise or the beginning of the exercise by a Party of any one or more of the rights or remedies provided for in this Agreement will not preclude the simultaneous or later exercise by such Party of any or all other rights or remedies provided for in this Agreement or the exercise of any one or more of such remedies for the same such Event of Default or Termination Default, as applicable.

Section 16.6 Termination Default.

I. No General Right to Terminate. The Parties acknowledge, stipulate, and agree that (i) the City, the CRA and Developer will undertake significant monetary obligations in connection with financing and payment obligations to permit the design, development, construction and furnishing of the Project Improvements, (iii) the public, economic, civic, and social benefits from Team Events at the Stadium and the Team playing Team Home Games at the Stadium are unique, extraordinary, and immeasurable, (iv) the subject matter of this Agreement is unique and the circumstances giving rise to the construction of the Project Improvements are particular, unique, and extraordinary, (v) the rights, obligations, covenants, agreements, and other undertakings set forth in this Agreement constitute specific and material inducements for each of the Parties, respectively, to enter into this Agreement and to undertake and perform such other obligations related to the design, development, construction, and furnishing of the Project Improvements, and (vi) each of the Parties, respectively, would suffer immediate, unique, and irreparable harm for which there may be no adequate remedy at law if any of the provisions of this Agreement were not performed in accordance with their specific terms or are otherwise breached. In light of the foregoing, while the Parties will retain all rights at law and in equity, in no event may this Agreement be terminated by any Party following an Event of Default except in strict accordance with this Section. The foregoing will not be deemed to modify or limit any other provisions of this Agreement that provide for termination of this Agreement.

II. Termination Default. Each of the following constitute a "Termination Default" of this Agreement:

a. a Developer Payment Default arising under Section 16.1(a)(i) with respect to payments due and payable by Developer under Section 3.2(a)(iv);

b. a Non-Relocation Default (as defined in the Non-Relocation Agreement) under the Non-Relocation Agreement; or

c. the Project Completion Date does not occur on or before, December 31, 2028, subject to extension for any Force Majeure Delay Period(s) as permitted in this Agreement (the "Required Project Completion Date").

III. Remedies for a Termination Default. Upon the occurrence of a Termination Default, the City or the CRA may deliver to Developer a Notice (a "Termination Notice") of the City's and the CRA's intention to terminate this Agreement after the expiration of: (i) sixty (60) days in the case of a Non-Relocation Default in Section 16.6(II)(b), and (ii) one hundred eighty (180) days for all other Termination Defaults; in each case, from the date the Termination Notice is delivered (the "Termination Period"), unless the Termination Default is cured as provided below. If the City delivers a Termination Notice to Developer, and if the Termination Default is not cured upon expiration of the Termination Period, this Agreement will terminate; *provided, however*, (1) if the Termination Default is cured prior to the expiration of the Termination Period, then this Agreement will not terminate, or (2) if any lawsuit has commenced or is pending between the Parties with respect to the Termination Default covered by such Termination Notice, the foregoing sixty (60) day or one hundred (180) day period, as applicable, will be tolled until a final non-appealable judgment or award by a court of competent jurisdiction, as the case may be, is entered with respect to such lawsuit.

IV. Effect of Default Termination. If the City elects to terminate this Agreement pursuant to this Section 16.6, this Agreement will terminate at the end of the Termination Period (without further Notice being required) with respect to all future rights and obligations of performance by the Parties under this Agreement (except for the rights and obligations herein that survive termination as set forth in Section 19.16).

V. Effect of Other Termination. If this Agreement otherwise terminates pursuant to its terms pursuant to Section 3.6 or Section 15.1, this Agreement will terminate on the date set forth in the applicable provision with respect to all future rights and obligations of performance hereunder by the Parties (except for the rights and obligations herein that survive termination as set forth in Section 19.16). Termination of this Agreement will not alter the then existing claims, if any, of any Party, for breaches of this Agreement or Events of Default occurring prior to such termination or the Termination Default, and the obligations of the Parties with respect thereto will survive termination as set forth in Section 19.16.

Section 16.7 Interest on Overdue Obligations. If any sum due hereunder is not paid within thirty (30) days following the date it is due pursuant to this Agreement, the Party owing such obligation must pay to the Party to whom such sum is due interest thereon at the Default Rate concurrently with the payment of the amount, such interest to begin to accrue as of the date such amount was due and to continue to accrue through and until the date paid. Any payment of such interest at the Default Rate pursuant to this Agreement will not excuse or cure any default hereunder. All payments will first be applied to the payment of accrued but unpaid interest. The amount of any judgment obtained by one Party against another Party in any lawsuit arising out of an Event of Default by such other Party under this Agreement will bear interest thereafter at the Default Rate until paid. This Section 16.7 will only apply to sums due to the City, CRA, or Developer, and not to any third parties identified in this Agreement.

Section 16.8 No Indirect, Special, Exemplary or Consequential Damages. Except as set forth in this Agreement, no Party will be liable to any other Party for any indirect, special, exemplary, punitive, or consequential damages or Losses of any kind or nature, including damages for loss of profits, business interruption or loss of goodwill arising from or relating to this Agreement, even if such Party is expressly advised of the possibility of such damages; *provided, however*, that the foregoing is subject to any limits imposed by any Applicable Laws. The foregoing may not be deemed to limit or exclude any indirect, special, exemplary, punitive, or consequential damages or Losses awarded to a third party (i.e., a Person that is not a Party to this Agreement) by a court of competent jurisdiction in connection with an Event of Default by a Party under this Agreement or a matter for which a Party must indemnify one or more other Parties pursuant to the terms of this Agreement. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by the City or the CRA or to extend the liability of the City or the CRA beyond the limits set forth in Section 768.28, Florida Statutes. Further, nothing contained in this Agreement will be construed as consent by the City or the CRA to be sued by third parties in any matter arising out of this Agreement.

Section 16.9 No Personal Liability. Neither the City's, the CRA's nor Developer's elected officials, appointed officials, board members, shareholders or other owners, members, directors, officers, managers, employees, agents, or attorneys or other representatives, or other individual acting in any capacity on behalf of any of the Parties or their Affiliates, will have any personal liability or obligations under, pursuant to, or with respect to this Agreement for any reason whatsoever.

SECTION 17 – ASSIGNMENT ANDTRANSFER

Section 17.1 City and CRA Assignment. Neither the City nor the CRA may assign its respective rights or obligations under this Agreement without the Approval of Developer and the prior receipt of all necessary USL Approvals. Notwithstanding the foregoing, nothing contained in this Section is intended to, nor will it, restrict in any manner the right or authority of the Florida Legislature to restructure, rearrange or reconstitute the City or the CRA, and if such occurs, such restructured, rearranged or reconstituted entity will automatically succeed to all rights and obligations of the City or the CRA, as applicable, hereunder without the need for the Approval of Developer, USL or any other Person.

Section 17.2 Transfers by Developer.

I. Transfers. Developer will not Transfer this Agreement or its interest herein or any portion hereof, or its rights or obligations hereunder, except in compliance with Section 19 of the Stadium Operating Agreement. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

SECTION 18 – DISPUTE RESOLUTION

Section 18.1 Dispute Resolution. If any dispute, controversy or claim between or among the Parties arises under this Agreement or any right, duty or obligation arising therefrom or the relationship of the Parties thereunder (a "Dispute or Controversy"), including a Dispute or Controversy relating to the effectiveness, validity, interpretation,

implementation or enforcement of this Agreement, or the granting or denial of any Approval under this Agreement, such Dispute or Controversy will be resolved as follows.

I. Dispute Notice. The Party claiming a Dispute or Controversy must promptly send Notice of such Dispute or Controversy (the "Dispute Notice") to each other Party, which Dispute Notice must include, at a minimum, a description of the Dispute or Controversy, the basis for the Dispute or Controversy and any contractual provision or provisions alleged to be violated by the Dispute or Controversy. With respect to any Dispute or Controversy, the Developer Representative, the CRA Representative and the City Representative, or their respective designees, and their counsel if requested by any Party, must meet no later than ten (10) days following receipt of the Dispute Notice, to attempt to resolve such Dispute or Controversy. Prior to any meetings between the Parties, the Parties will exchange relevant information that will assist the Parties in attempting to resolve the Dispute or Controversy.

a. Mediation. If, after the meeting between the Parties as set forth in Section 18.1(a), the Parties determine that the Dispute or Controversy cannot be resolved on mutually satisfactory terms, then any Party shall deliver to the other Parties a Notice of private mediation and the Parties must promptly discuss the selection of a mutually acceptable mediator. If the Parties are unable to agree upon a mediator within ten (10) Business Days after such discussion, the Parties must submit the Dispute or Controversy to non-binding mediation administered jointly by the Parties with JAMS, Inc. (or if JAMS, Inc. ceases to exist, by a comparable mediation group or mediator(s) or by any other arbitrator group or arbitrator(s) as the Parties may mutually agree), whereupon the Parties will be obligated to follow the mediation procedures and process promulgated by JAMS, Inc. (or such comparable mediation group or mediator(s) or other arbitrator group or arbitrator(s) mutually agreed upon by the Parties). Any mediation pursuant to this Section 18.1(b) will commence within thirty (30) days after selection of the mediator. The cost and expense of the mediator will be equally shared by the Parties and each Party must submit to the mediator all information or position papers that the mediator may request to assist in resolving the Dispute or Controversy. The Parties will not attempt to subpoena or otherwise use as a witness any person who serves as a mediator and will assert no claims against the mediator as a result of the mediation. Notwithstanding anything in the above to the contrary, if a Dispute or Controversy has not been resolved within seventy-five (75) days after the Dispute Notice, then any Party may elect to proceed pursuant to Section 18.1(d) below. Mediation is a condition precedent to any litigation. To the extent that the Dispute or Controversy is between the City, the provisions of this Section 18 are intended to provide the alternative dispute resolution process as referenced in section 164.1041, Florida Statutes.

b. Continued Performance. For the duration of any Dispute or Controversy, and notwithstanding the Dispute or Controversy, each Party must continue to perform (in accordance with the terms of this Agreement) its obligations that can continue to be performed during the pendency of the Dispute or Controversy. In the event of a Dispute or Controversy involving the payment of money, the Parties must make any required payments, excepting only such amounts as may be disputed.

c. Litigation. Unless the Parties otherwise agree, if a Dispute or Controversy has not been settled or resolved within seventy-five (75) days after the Dispute Notice, then any Party may further provide Notice to the other Parties of its intent to pursue litigation in connection with the Dispute or Controversy, whereupon any Party may then commence

litigation in a court of competent jurisdiction in St. Lucie County, Florida.

Section 18.2 Dispute Resolution Under Construction Agreements. If Developer has a dispute with the Design-Builder or any Other Contractor, in respect of or arising out of any Construction Agreements, including with regard to any proposed Change Order (including whether the Design-Builder or Other Contractor is entitled thereto or the contents thereof), Developer will initiate the resolution of the same in accordance with the terms of the applicable Construction Agreement.

Section 18.3 Consolidation; Intervention. Each Party hereby agrees that the City is likely to have a justiciable interest in a dispute, controversy or claim between or among the parties to the Architect Agreement, the Design-Build Agreement, and the other Construction Agreements (whether in connection with, arising out of, or related in any way to such contract or any right, duty or obligation arising therefrom or the relationship of the parties thereunder) (each, a "Related Third Party Dispute or Controversy") that is due to the same transaction or occurrence that may give or has given rise to a Dispute or Controversy and which has a common question of law or fact therewith. Developer hereby agrees, and must cause the Architect, the Design-Builder, and the Other Contractors to also agree, that the City may, but will have no obligation to, participate or intervene in legal or arbitration proceedings initiated by Developer or any other party to the Architect Agreement, Design-Build Agreement, or any other Construction Agreement for resolution of such Related Third Party Dispute or Controversy. Developer agrees that it will promptly provide Notice to the City of any pending lawsuit, proceeding, mediation, arbitration or other alternative dispute resolution process between it and the Architect, the Design-Builder or the Other Contractors and include in any such Notice a description of the circumstances giving rise to the Related Third-Party Dispute or Controversy.

SECTION 19 - MISCELLANEOUS

Section 19.1 No Broker's Fees or Commissions. Each Party hereby represents to the other Parties that it has not created any liability for any broker's fee, broker's or agent's commission, finder's fee or other fee or commission in connection with this Agreement related to the Stadium Land.

Section 19.2 Notices. All Notices, requests, Approvals or other communication 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 as provided herein), 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

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
To Developer:	Ebenezer Stadium Construction, LLC 10031 Pines Boulevard, Suite 228 Pembroke Pines, Florida 33024 Attention: Gustavo M. Suarez Email: 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
To the CRA: Agency	City of Port St. Lucie Community Redevelopment 121 SW Port St. Lucie Blvd. Port St. Lucie, Florida 34984 Attn.: CRA Director Email: 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

I. Deliveries. In any instance under this Agreement where Developer must make a delivery to the City or the CRA, such delivery will occur in a Notice delivered pursuant to this Section 19.2 and, upon request by the City or the CRA, as the case may be, by electronic copy delivered in the manner directed by the City or the CRA, as the case may be (provided that a failure to deliver an electronic copy under this subsection (b) will not be a failure to provide Notice if such Notice was otherwise given in accordance with this Section 19.2).

Section 19.3 Amendment. This Agreement may be amended or modified only by a written instrument signed by the Parties, subject to City Council approval and the prior receipt of all necessary USL Approvals.

Section 19.4 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.

Section 19.5 Knowledge. The term "knowledge" or words of similar import used with respect to a representation or warranty means the actual knowledge of the officers or key employees of any Party with respect to the matter in question as of the date with respect to which such representation or warranty is made.

Section 19.6 Drafting. The Parties acknowledge and confirm that each of their respective attorneys have participated jointly in the review and revision of this Agreement and that it has not been written solely by counsel for one Party. The Parties further agree that the language used in this Agreement is the language chosen by the Parties to express their mutual intent and that no rule of strict construction is to be applied against any Party.

Section 19.7 Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto.

Section 19.8 Entire Understanding. This Agreement, the Stadium Operating Agreement and the other Project Documents set forth the entire agreement and understanding of the Parties with respect to the transactions contemplated hereby and supersede any and all prior agreements, arrangements, and understandings among the Parties relating to the subject matter hereof, and any and all such prior agreements, arrangements, and understandings may not be used or relied upon in any manner as parol evidence or otherwise as an aid to interpreting this Agreement.

Section 19.10 Governing Law, Venue.

I. Governing Law. The laws of the State of Florida govern this Agreement.

II. Venue. Venue for any action brought in state court must be in St. Lucie County, Florida. Venue for any action brought in federal court must be in the Southern District of Florida. 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.

Section 19.11 Time is of the Essence. In all matters concerning or affecting this Agreement, time is of the essence.

Section 19.12 Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof will not be affected thereby. Without limiting the generality of the foregoing, if an obligation of Developer set forth in this Agreement is held invalid, illegal or unenforceable, the other obligations of Developer will not be affected thereby.

Section 19.13 Relationship of the Parties. Developer, the City and CRA are independent parties and nothing contained in this Agreement will be deemed to create a partnership, joint venture or employer-employee relationship between them or to grant to any of them any right to assume or create any obligation on behalf of or in the name of another Party.

Section 19.14 Recording. This Agreement may not be recorded.

Section 19.15 Estoppel Certificate. Any Party, upon request of any other Party, must execute, acknowledge and deliver a certificate, stating, if the same be true, that this Agreement is a true and exact copy of the Agreement between the Parties, that there are no amendments hereto (or stating what amendments there may be), that the same is then in full force and effect, and that as of such date no Event of Default has been declared hereunder by any Party or if so, specifying the same. Such certificate must be executed by the other Parties and delivered to the requesting Party within thirty (30) days of receipt of a request for such certificate.

Section 19.16 Survival. All obligations and rights of any Party that arise or accrue during the Term will survive the expiration or termination of this Agreement.

Section 19.17 Non-Discrimination. Developer must not discriminate against anyone in the use of the Project Improvements, including the Stadium and the Infrastructure Improvements, on the basis of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information, or other protected category.

Section 19.18 Successors and Assigns. Subject to the limitations on assignability set forth herein, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 19.19 Books and Public Records; Audit Rights.

I. Developer Obligations Regarding Books and Records. Developer must maintain (and cause to be maintained) financial records related to this Agreement in accordance with this Agreement and generally accepted accounting principles and must comply with Florida Public Records Laws. Without limiting the generality of the foregoing, Developer must:

a. keep and maintain complete and accurate books and records related to this Agreement for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies, or the retention period required pursuant to Florida Public Records Laws, whichever is longer;

b. subject to Section 19.19(c) below, make (or cause to be made) all books and records related to this Agreement open to examination, audit and copying by the City, the CRA, and their professional advisors (including independent auditors retained by the City or the CRA) within a reasonable time after a request but not to exceed five (5) Business Days. All fees and costs of the City that arise in connection with such examinations and audits requested by the City will be borne by the City.

c. at the City's request, provide all electronically stored public records to the City in a format Approved by the City, and at the CRA's request, provide all electronically stored public records in a format approved by the CRA;

d. ensure that the City Designated Records, CRA Designated Records and Developer Designated Records are not disclosed except as required by law for the Project

Term and following the expiration or earlier termination of this Agreement; and

e. comply with all other applicable requirements of Florida Public Records Laws.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA PUBLIC RECORDS LAWS AS TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (772) 871-5157, CITYCLERKS@CITYOFPSL.COM, OR 121 SW PORT ST. LUCIE BLVD., PORT ST. LUCIE, FLORIDA.

II. Developer Designated Records.

a. Developer must act in good faith when designating records as Developer Designated Records.

b. At the time of disclosure of Developer Designated Records to the City, Developer must provide the City with a general description of the information contained in the Developer Designated Records and a reference to the provision of Florida Public Records Laws which Developer believes to exempt such Developer Designated Records from disclosure. At the time of disclosure of Developer Designated Records to the CRA, Developer must follow the same procedure.

c. Except in the case of a public records request as provided in Section 19.19(c)(iv) below, neither the City nor the CRA may make copies of Developer Designated Records or disclose Developer Designated Records to anyone other than City and CRA employees, elected officials and professional advisors (including independent auditors retained by the City) with a need to know the information contained in the Developer Designated Records.

d. If the City receives a public records request for any Developer Designated Records, the City will provide Notice to Developer of such request and will not disclose any Developer Designated Records if the City Attorney or their designee reviews the Developer Designated Records and determines the Developer Designated Records appear to be exempt from disclosure pursuant to Florida Public Records Laws. If the City Attorney or their designee believes that any Developer Designated Records appear not to be exempt from disclosure under Florida Public Records Laws, the City Attorney or their designee will provide Notice to Developer of such belief and allow Developer an opportunity to seek a protective order prior to disclosure by the City. Within five (5) Business Days after receiving such Notice from the City Attorney or their designee, Developer must either provide Notice to the City Attorney or their designee that Developer withdraws the designation and does not object to the disclosure or file the necessary documents with the appropriate court seeking a protective order and provide Notice to the City of same. If Developer does not seek a protective order within the required time frame, provide Notice to the City that it has filed such necessary documents, or if the protective order is denied, the City Attorney or their designee will have the sole and absolute discretion to disclose the requested Developer Designated Records as the City Attorney or their designee deems necessary to comply with Florida Public Records Laws. If the CRA receives a public records request for any Developer

Designated Records, the same process will be followed.

e. By designating books and records as Developer Designated Records, Developer must, and does hereby, indemnify, defend, pay on behalf of, and hold harmless the City Indemnified Persons and the CRA Indemnified Persons for any Losses, whether or not a lawsuit is filed, arising, directly or indirectly, from or in connection with or alleged to arise out of or any way incidental to Developer's designation of books and records as Developer Designated Records.

Section 19.20 E-Verify. Developer must register with and use, and Developer must require all contractors and subcontractors to register with and use, the E-Verify System to verify the work authorization status of all newly hired employees.

Section 19.21 Certification Regarding Scrutinized Companies. Developer hereby makes all required certifications under Section 287.135, Florida Statutes. Developer must not: (a) submit any false certification, (b) be placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, (c) engage in a boycott of Israel, (d) be placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or (e) engage in business operations in Cuba or Syria.

Section 19.22 Limited Obligation. In no event will the City's or the CRA's obligations in this Agreement be or constitute a general obligation or indebtedness of the City or the CRA or a pledge of the ad valorem taxing power of the City or the CRA within the meaning of the Constitution of the State of Florida or any Applicable Laws. No person will have the right to compel the exercise of the ad valorem taxing power of the City or the CRA in any form on any real or personal property to satisfy the City's or the CRA's obligations under this Agreement.

Section 19.23 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 or (b) in insisting upon the strict performance 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 a Party may not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

Section 19.24 Not a Development Agreement under Florida Statute. This Agreement is not a "development agreement" within the meaning of Florida Statutes Sec. 163.3220 et seq.

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

By:_____
Shannon M. Martin, Mayor

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

_____
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

By:_____
Shannon M. Martin, President

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

_____
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 Developer as of the Effective Date.

EBENEZER STADIUM CONSTRUCTION, LLC, a Florida limited liability company

By: _____

Print Name: _____

Title: _____

_____
Printed Name:_____
Address: _____
_____

_____
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 Stadium Construction, LLC, a Florida limited liability company, and on behalf of Ebenezer Stadium Construction, 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

The Stadium Land

Lots 33, 34, 35 and 36, CITY CENTER 1ST REPLAT, according to the map or plat thereof, as recorded in Plat Book 60, Page(s) 16 through 21, of the Public Records of St. Lucie County, Florida, together with that portion of SE Founders Lane extending from the easterly right of way line of SE First Street to the westerly right of way line of SE Main Street.

EXHIBIT B

The Existing Land – Depicting the Stadium

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 28, 29, 30, 31, 32, 33, 34, 35, 36 and 37, CITY CENTER 1ST REPLAT, according to the map or plat thereof, as recorded in Plat Book 60, Page(s) 16 through 21, of the Public Records of St. Lucie County, Florida.

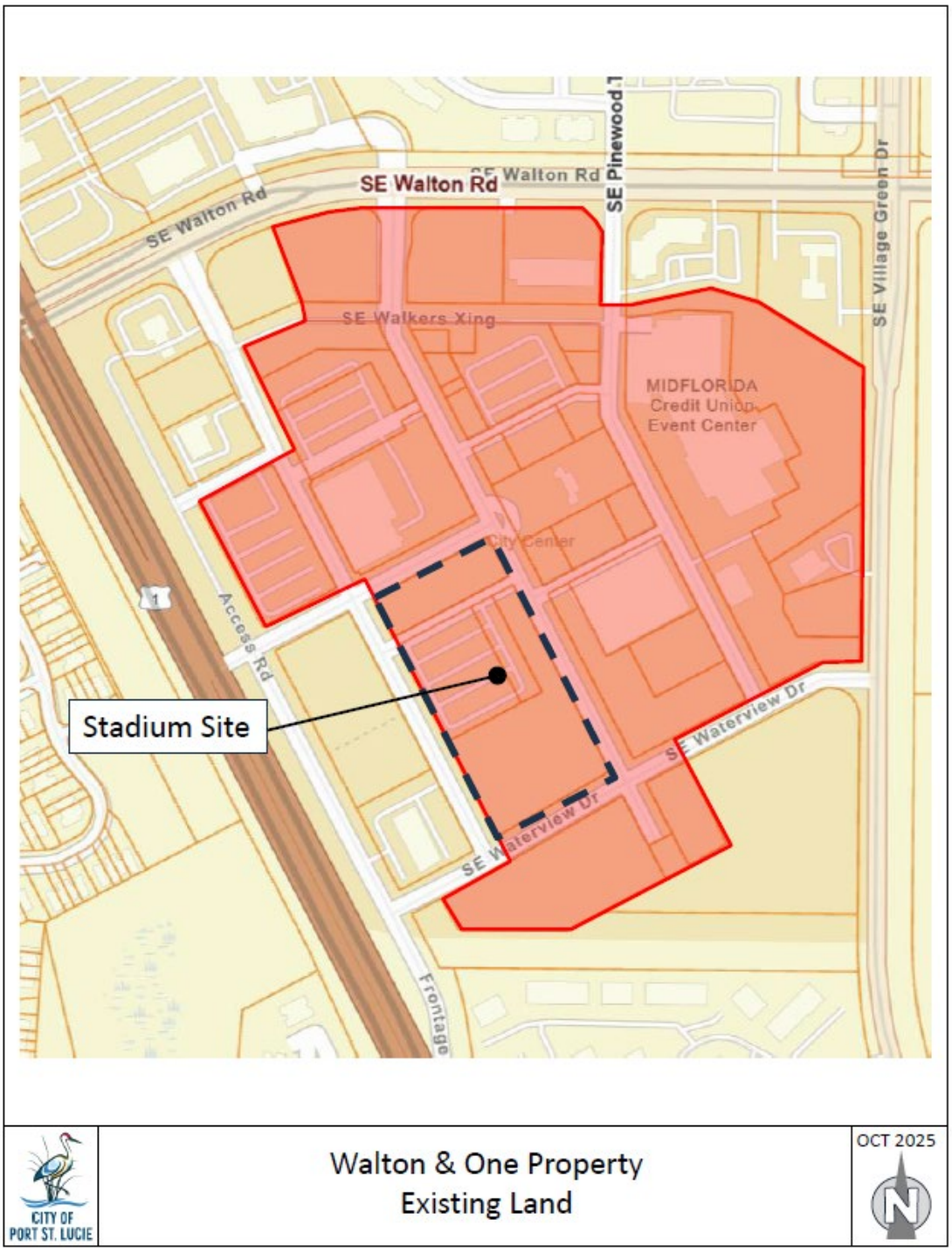

EXHIBIT C

GLOSSARY OF DEFINED TERMS AND RULES OF USAGE

"Affiliate" means any corporation, partnership, limited liability company, sole proprietorship or other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Person specified. For the purposes of this definition, the terms "control", "controlled by", or "under common control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person.

"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 Food Trucks).

"Approved Baseline Program" means (a) the general program requirements for the Stadium, and (b) the general program requirements for the Infrastructure Improvements, each as attached hereto as Exhibit "E".

"Approval, "Approve," or "Approved" means (a) with respect to the City, approval or consent of the City Representative (or his or her designee(s)), as provided under the terms of the Agreement, pursuant to a written instrument reflecting such approval delivered to Developer or the CRA (or both), as applicable, and will not include any implied or imputed approval or consent, and no approval or consent by the City Representative (or his or her designee(s)) pursuant to the Agreement will be deemed to constitute or include any approval required in connection with any regulatory or governmental functions of the City unless such written approval so specifically states; (b) with respect to the CRA, approval or consent of the CRA Representative (or his or her designee(s)), as provided under the terms of the Agreement, pursuant to a written instrument reflecting such approval delivered to Developer or the City (or both), as applicable, and will not include any implied or imputed approval or consent, and no approval or consent by the CRA Representative (or his or her designee(s)) pursuant to the Agreement will be deemed to constitute or include any approval required in connection with any regulatory or governmental functions of the CRA unless such written approval so specifically states; (c) with respect to Developer, approval or consent of the Developer Representative, or any other duly authorized officer of Developer or the Developer Representative, as provided under the terms of the Agreement, pursuant to a written instrument reflecting such approval delivered to the City or the CRA (or both), as applicable, and will not include any implied or imputed approval or consent; and (d) with respect to any item or matter for which the approval of or consent by any other Person is required under the terms of the Agreement, the specific approval of or consent to such item or matter by such Person pursuant to a written instrument from a duly authorized representative of such Person reflecting such approval and delivered to the City, the CRA or Developer, as applicable, and

will not include any implied or imputed approval.

"Architect" means the architect of the Stadium Improvements retained by Developer pursuant to Section 7.2 of the Agreement.

"Architect Agreement" means the agreement between the Architect and Developer for the design of the Stadium Improvements, including all schedules and exhibits attached to the Architect Agreement.

"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.

"Change Orders" means any written change orders or written construction change directives under the Design-Build Agreement or any other Construction Agreement.

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

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

"City Designated Records" means books and records or portions thereof that the City has designated in writing as confidential or proprietary and exempt from disclosure under Florida Public Records Laws.

"City Indemnified Persons" means the City, its officers, employees, and elected and appointed officials.

"Commit," "Commitment" and "Committed" means, as applicable, the satisfaction of (a) the terms required of the City with regard to the CRA Contribution Amount; and (b) the terms required of Developer with regard to the Developer Contribution Amount.

"Community Redevelopment Agency" or "CRA" means the Dependent Special District of the City of Port St. Lucie, as governed by Chapter 163, Part III, Florida Statutes.

"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.

"Condemnation Award" means all sums, amounts or other compensation for the Stadium Land payable to the City, the CRA or Developer as a result of or in connection with any Condemnation Action; excluding any Award for Cost of Proceedings.

"Construction Agreement(s)" means the contracts, agreements, equipment leases, and other documents entered into by Developer for the coordination, design, development,

construction, and furnishing of the Project Improvements, including the Design-Build Agreement and the Architect Agreement, but excluding the Project Documents.

"Construction Documents" means the documents consisting of drawings and specifications prepared by the Architect and Design-Builder and Other Contractors performing design services regarding any Project Improvements Work, which fully and accurately set forth the scope, quality, character, and extent of the Project Improvements Work, including dimensions, locations, details, materials, finishes, equipment, and systems, in sufficient detail to obtain required permits and to allow the Design-Builder and Other Contractors performing construction services to construct the Project Improvements, and which are consistent with the Approved Baseline Program and Design Standards.

"Construction Monitor" means the independent engineer to the Developer; *provided however*, if such independent engineer is not otherwise a Qualified Contractor, such independent engineer is subject to Approval of the City and the CRA.

"Contingency(ies)" means the amount or amounts set forth in the Project Budget and identified as contingencies therein, and which is (are) available to pay Project Cost line items that exceed the amounts allocated thereto in the Project Budget.

"CRA Board" means the Board of Directors of the Community Redevelopment Agency.

"CRA Indemnified Persons" means the CRA, its officers, employees, and elected and appointed officials.

"Damages" means all Losses, including (a) court costs, interest, and attorneys' fees arising from an Event of Default, (b) any contractual damages specified in the Agreement; (c) costs incurred, if any, in connection with any self-help rights exercised by a Party, including completing any Project Improvements Work as a remedy in compliance with the terms of the Agreement; (d) Losses in connection with the termination of the Agreement following a Termination Default; and (e) any other sum of money owed by one Party to another Party or incurred by a Party as a result of or arising from an Event of Default by another Party, or a Party's exercise of its rights and remedies for such Event of Default; but in all events, excluding any indirect, special, exemplary, punitive or consequential damages of any kind or nature, except as expressly provided and limited in Section 16.9 of the Agreement.

"Day(s)" means calendar days, including weekends and Legal Holidays, unless otherwise specifically provided.

"Default Rate" means the Florida statutory judgment interest rate pursuant to section 55.03, Florida Statutes.

"Definitive Elements" has the meaning set forth in Exhibit "E" of the Agreement.

"Design Builder" means the design-builder for the Stadium Improvements retained by Developer pursuant to Section 7.1 of the Agreement.

"Design-Build Agreement" means the lump sum price or guaranteed maximum price agreement between Design-Builder and Developer for the design and construction of the Stadium Improvements, including all schedules and exhibits attached to the Design-Build Agreement.

"Design Development Documents" means the documents consisting of drawings and other documents to fix and describe the size and character of the Stadium as to structural, mechanical, and electrical systems, materials and other essential systems for the Stadium, as further described in the Architect Agreement, and which are consistent with the Approved Baseline Program and Design Standards.

"Developer Designated Records" means books and records or portions thereof that Developer has designated in writing as a trade secret as defined by Florida Public Records Laws or as confidential or proprietary and exempt from disclosure under Florida Public Records Laws.

"Developer IP" means (a) all Developer intellectual property (which, for purposes of this definition, also includes trademarks (wordmarks and design marks); and (b) any other pre-existing intellectual property of Developer. For the avoidance of doubt, nothing herein would prevent the City or the CRA from using the colors or color scheme used by Developer, so long as other Developer IP is not used.

"Emergency" means any circumstance in which (a) Developer, the City or the CRA in good faith believes that immediate action is required in order to safeguard the life or safety of any Person or protect or preserve the public health, property or the environment, in each case, against the likelihood of injury, damage or destruction due to an identified threat; or (b) any Applicable Laws require that immediate action is taken in order to safeguard lives, public health or the environment.

"Environmental Complaint" means any written complaint by any Person, including any Governmental Authority, setting forth a demand of any kind, including any order, notice of violation, citation, subpoena, request for information or other written notice, or cause of action for property damage, natural resource damage, contribution or indemnity for response costs, civil or administrative penalties, criminal fines or penalties, or declaratory or equitable relief, in any case arising under any Environmental Law.

"Environmental Event" means the occurrence of any of the following: (a) any noncompliance with an Environmental Law; (b) any event on, at or from the Stadium Land or Project Improvements or related to the development, construction, occupancy or operation thereof of such a nature as to require reporting to applicable Governmental Authorities under any Environmental Law; (c) the existence or discovery of any spill, discharge, leakage, pumpage, drainage, pourage, interment, emission, emptying, injecting, escaping, dumping, disposing, migration or other release of any kind of Hazardous Materials on, at or from the Stadium Land or Project Improvements which may cause a threat or actual injury to human health, the environment, plant or animal life; or (d) any threatened or actual Environmental Complaint.

"Environmental Law(s)" means all Applicable Laws, including any consent decrees, settlement agreements, judgments or orders issued by or entered into with a Governmental Authority pertaining or relating to (a) protection of human health or the environment, or (b) the presence, use, management, generation, processing, treatment, recycling, transport, storage, collection, disposal, release or threat of release, installation, discharge, handling, transportation, decontamination, clean-up, removal, encapsulation, enclosure, abatement or disposal of any Hazardous Materials, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq*., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, *et seq.*, the Toxic Substance Control Act, 15 U.S.C. Sections 2601, *et seq*., the Clean Water Act, 33 U.S.C. Sections 1251 *et seq*., the Emergency Planning and Community Right of Know Act of 1986, 42 U.S.C. § 11001, *et seq.*, and their state analogs, and any other federal or State statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials.

"E-Verify System" means an Internet-based system operated by the United States Department of Homeland Security which allows participating employers to electronically verify the employment eligibility of new employees.

"Facility Standard" means the design and construction standards for a first-class stadium facility in compliance with Applicable Laws and the USL Rules and Regulations and (a) with respect to the Stadium and Stadium Land, in a manner consistent with standards for a first-class stadium facility comparable to the Comparable Facilities (as defined below), without any single attribute of any of the Comparable Facilities alone being determinative and with due consideration given to any unique market and facility conditions (such as the stadium design, climate, surrounding landscape, volume, timing and frequency of use, and any requirement to serve as the home venue for other professional, collegiate or amateur sports teams), and (b) with respect to the Stadium Infrastructure, in a manner consistent with infrastructure standards in Port St. Lucie, Florida, or otherwise as Approved by the City and the CRA. Any other Project Improvements must be constructed with materials and a design that is consistent with similar improvements in the Port St. Lucie, Florida, and designed and constructed to support Stadium events and operations. While not an exclusive list, the following stadiums are deemed to be "Comparable Facilities" as of the Effective Date: ONE Spokane Stadium (Spokane Velocity – Spokane, Washington) and Weidner Field (Switchbacks FC – Colorado Springs, Colorado).

"Final Completion" or "Finally Complete" means, when used (a) with respect to the Stadium Improvements Work to be performed under the Design-Build Agreement, "final completion" as defined in the Design-Build Agreement, (b) with respect to the Infrastructure Improvements Work to be performed under the Design-Build Agreement, "final completion" as defined in the Design-Build Agreement, and (c) with respect to any Project Improvements Work not performed under the Design-Build Agreement but under a Construction Agreement, "final completion" as defined in such Construction Agreement; in each case, including the completion of the punch-list type items discovered prior to Final Completion.

"Florida Public Records Laws" means the Florida laws regarding public records, including but not limited to Chapter 119, Florida Statutes.

"Force Majeure" means the occurrence of any of the following, for the period of time, if any, that the performance of a Party's obligations under the Agreement is actually, materially and reasonably delayed or prevented thereby: a breach or violation of any other Party's obligations under the Agreement; the discovery of unknown, latent and concealed Hazardous Materials at the Stadium Land during the performance of the Project Improvements Work that were not brought to or generated by the affected Party; the unavailability due to a nationwide shortage of labor or materials for the Project Improvements (notwithstanding the exercise of commercially reasonable, diligent and good faith efforts, including securing alternative sources of labor or materials if such labor or materials are not available prior to execution of the applicable Construction Agreement); a change in Applicable Laws after the Effective Date; the discovery of unknown, latent and concealed geological or archeological conditions at the Stadium Land during the performance of the Project Improvements Work; fire or other casualty; act of God, earthquake, flood, hurricane, tornado, pandemic, endemic; war, riot, civil unrest, or terrorism; labor strike, walk-out, lockout, or other labor dispute that is national or regional in scope (excluding any strike by USL players or lockout by owners of United Soccer League Clubs); stay at home, shelter-in-place orders or moratoria from Governmental Authorities having control over the Stadium Land, prolonged closures of governmental offices causing delay in obtaining necessary permits related to the Project Improvements Work; and any other event beyond the control of the affected Party of the type enumerated above; *provided, however*, that the foregoing events will only be considered Force Majeure if the Party claiming Force Majeure delay gives prompt Notice thereof to the other Parties, and only to the extent the same (a) do not result from the negligent act or omission or willful misconduct of the Party claiming the Force Majeure, and (b) are not within the control of such Party. Notwithstanding the foregoing, "Force Majeure" will not include economic hardship or inability to pay debts or other monetary obligations in a timely manner.

"Force Majeure Delay Period" means, with respect to any particular occurrence of Force Majeure, that number of days of delay in the performance by Developer or the City or CRA, as applicable, of their respective obligations under the Agreement actually resulting from such occurrence of Force Majeure.

"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.

"Government Relief Grant" means a financial grant or other non-refundable relief or assistance from the Federal Emergency Management Agency, the Department of Homeland Security, or any other federal, state or local Governmental Authority.

"Hazardous Materials" means (a) any substance, emission or material, now or hereafter defined as, listed as or specified in any Applicable Laws as a "regulated substance," "hazardous substance," "toxic substance," "pesticide," "hazardous waste," "hazardous material" or any similar or like classification or categorization under any Environmental Law including by reason of ignitability, corrosivity, reactivity, carcinogenicity or reproductive or other toxicity of any kind, (b) any products or substances containing petroleum, asbestos, or polychlorinated biphenyls, or (c) any substance, emission or material determined to be

hazardous or harmful or included within the term "Hazardous Materials," as such term is used or defined in the Design-Build Agreement, or other Construction Agreement, as applicable.

"Infrastructure" means, individually or collectively (as the context requires), any of the required infrastructure to serve the Stadium and related improvements.

"Infrastructure Improvements" means the Infrastructure and all improvements appurtenant thereto or comprising a part of any of the same and all appurtenances and amenities relating to any of the same, as well as all on-site civil and utility improvements serving the Stadium, all as are more fully described in the Design-Build Agreement and the Design Documents.

"Infrastructure Improvements Work" means the design, permitting, development, construction, and furnishing of the Infrastructure Improvements in accordance with the Agreement.

"Insurance Covenants" means all of the covenants and agreements with respect to insurance policies and coverages to be obtained and maintained by Developer, or caused to be obtained and maintained by Developer, pursuant to and in accordance with Section 13 and Exhibit G of this Agreement.

"Legal Holiday" means any day, other than a Saturday or Sunday, on which the City's administrative offices are closed for business.

"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.

"Losses" means all losses, liabilities, costs, charges, judgments, claims, demands, Liens, liabilities, damages, appeals, penalties, fines, fees, and expenses, including attorneys' fees and costs.

"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 19.2 unless expressly stated otherwise in this Agreement.

"Other Contractor(s)" means other contractors, architects, design professionals, and engineers (and not the Architect or Design-Builder) retained by Developer.

"Performance Bond" means a performance and payment bond required pursuant to, and in a form that complies with, Section 255.05, Florida Statutes, executed by a Qualified Surety, with the City and CRA as co-obligees.

"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.

"Preliminary Design Documents" means the documents consisting of drawings and other documents to fix and describe the size and character of the Stadium Improvements as to site plans, building plans, structural, mechanical and electrical systems, materials and other essential systems for the Stadium Improvements, and which are consistent with the Approved Baseline Program and Design Standards.

"Project Budget" means the budget for (a) all costs of the design, permitting, procurement, development, construction, testing and furnishing of the Project Improvements, with Contingencies Approved by the City and CRA, based on sound architectural and construction principles, including an analysis of the Existing Land conditions and such other features, and meeting the Design Standards (as amended from time to time pursuant to the terms of this Agreement) under the Design Build Agreement and any other Construction Agreements; (b) certain costs and expenses (without markup) Developer incurs in the performance of its obligations under Section 7 (including the costs and expenses of a portion of the salaries of employees of Developer that perform Developer's obligations set forth in the Agreement proportional to the amount of the overall time such employees are engaged in the performance of such obligations); (c) the Public Art Contribution Amount; (d) any Project Savings related to the procurement of construction materials for the Project Improvements Work; and (e) fees and costs of each Party's independent auditors or other professional advisors. For purposes of clarity, clauses (a) through (e) in this definition are not intended to encompass all of the items which will be included in the Project Budget, or any iteration thereof, and this definition will be subordinate (but not exclude items in clauses (a) through (e) above) to the most recent Project Budget prepared by Developer and Approved by the City and the CRA in accordance with to the terms of this Agreement.

"Project Completion Date" means the date of Final Completion of all of the Project Improvements Work in accordance with all of the requirements of the Agreement.

"Project Costs" means the costs of the design, development, construction and furnishing of the Project Improvements as set forth in the Project Budget plus Cost Overruns, but excluding all City Change Order Costs.

"Project Documents" means collectively, the Development Agreement, the Stadium Operating Agreement, and the Non-Relocation Agreement, as the same may be amended, supplemented, modified, renewed or extended from time to time in accordance with the terms thereof.

"Project Improvements" means the Stadium Improvements and the Infrastructure Improvements.

"Project Improvements Work" means the design, permitting, development, construction, and furnishing of the Project Improvements in accordance with the Agreement.

"Project Schedule" means the schedule, as may be amended time to time in compliance with the Agreement, of critical dates relating to the Project Improvements Work (which dates may be described or set forth as intervals of time from or after the completion or occurrence of the preceding task or event), which Project Schedule must contain the dates

for: (a) ordering and delivering of critical delivery items, such as construction components or items requiring long lead time for purchase or manufacture, or items which by their nature affect the basic structure or systems of the Project Improvements, (b) completion of the Design Documents in detail sufficient for satisfaction of all Applicable Laws (including issuance of necessary building permits), (c) issuance of all building permits and satisfaction of all Applicable Laws prerequisites to commencement of the Project Improvements Work, and (d) commencement and completion of the Project Improvements Work.

"Project Submission Matters" means each and all of the following and any amendments or changes to, or modifications or waivers of them, and in the case of contracts or agreements, entering into the same or the termination or cancellation thereof: (a) the Project Budget; (b) the Project Team; (c) the Construction Agreements; (d) the Substantial Completion Date(s); (e) the required date(s) of Final Completion; (f) the Required Project Completion Date; (g) the issuance of Change Orders to the extent such Change Orders could result in (i) Cost Overruns; or (ii) the Project Improvements not meeting the Facility Standard; or (iii) the Project Improvements not being done in accordance with the Design Standards or by the Required Project Completion Date; or (iv) any modification or elimination of a Definitive Element; or such Change Orders that otherwise require City Approval per the terms of Section 11.2; (h) final settlement of claims and payment of retainage to the Design-Builder and all Other Contractors providing construction services related to the Project Improvements; (i) final settlement of claims and payment to Architect and all Other Contractor providing design or other professional services related to the Project Improvements; and (j) any other matters which the City or the CRA has the right to Approve as set forth in this Agreement.

"Project Team" means, collectively, the Architect, the Design-Builder, and the Other Contractors.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"Public Art Contribution Amount" means one percent (1%) of the Project Budget, which will be deposited into the City's art-in-public-places fund for the commission of public art on the Existing Land or incorporated into the Project Improvements.

"Qualified Contractor" means a contractor that satisfies the following criteria:

(a) licensed or otherwise in compliance with all Applicable Laws to do business and act as a contractor in the City of Port St. Lucie, Florida, for the type of work proposed to be performed by such contractor;

(b) possessed of the capacity to obtain Performance Bonds in the full amount of the pertinent Construction Agreement;

(c) possessed of proven experience as a contractor in comparable work; and

(d) neither such contractor nor any of its Affiliates is in default under any obligation to the City or the CRA under any other contract between such contractor or its Affiliate and the City or the CRA.

"Qualified Design Professional" means an architect or professional engineer, as applicable, that satisfies the following criteria:

(a) licensed or otherwise in compliance with all Applicable Laws to do business and act as an architect or professional engineer, as applicable, in Port St. Lucie, Florida, for the type of work proposed to be performed by such architect or professional engineer;

(b) possessed of proven experience as an architect or professional engineer, as applicable, in comparable work; and

(c) neither such architect or professional engineer nor any of its Affiliates is in default under any obligation to the City or the CRA under any other contract between such architect or professional engineer or any of its Affiliates and the City or the CRA.

"Qualified Surety" means any surety company duly authorized to do business in the State of Florida that has been Approved by the City and that has an A.M. Best Company rating of "A" or better and a financial size category of not less than "VIII" as evaluated in the current Best's Key Rating Guide, Property – Liability" (or, if A.M. Best Company no longer uses such rating system, then the equivalent or most similar ratings under the rating system then in effect, or if A.M. Best Company is no longer the most widely accepted rater of the financial stability of sureties providing coverage such as that required by this Agreement, then the equivalent or most similar rating under the rating system then in effect of the most widely accepted rater of the financial stability of such insurance companies at the time).

"Related Party(ies)" means with respect to any Person, such Person's partners, directors, board members, officers, shareholders, members, agents, employees, auditors, advisors, consultants, counsel, contractors, subcontractors (of any tier), licensees, invitees, sublicensees, lenders, successors, assigns, legal representatives, elected and appointed officials, and Affiliates, and for each of the foregoing their respective partners, directors, board members, officers, shareholders, members, managers, investors, agents, employees, auditors, advisors, counsel, consultants, contractors, subcontractors, licensees, invitees, and sublicensees. For the avoidance of doubt, (a) Related Parties of the City do not include the CRA or Developer or their respective Related Parties and vice versa, (b) Related Parties of the CRA do not include the City or Developer or their respective Related Parties and vice versa, and (c) Related Parties of Developer do not include the City or the CRA or their Related Parties and vice versa.

"Revised Original CRA Area" means the area identified in the Revised Original CRA Plan, as amended via Ordinance 25-44, which constitutes a community redevelopment area as defined in section 163.340(10), Florida Statutes.

"Revised Original CRA Plan" means the guiding planning document for the development and redevelopment within the Revised Original CRA Area, which was adopted via Ordinance 25-44.

"Schematic Design Documents" means the schematic design documents of the Stadium, illustrating the scale and relationship of the Stadium Improvements which also

contain square footage for the building interior spaces, building exterior spaces (including plazas, balconies, decks and other similar components), as well as major architectural and interior finishes as described in the Architect Agreement, and which are consistent with the Approved Baseline Program and Design Standards.

"Stadium" means a new first class, premium, 6,000 seat multiuse venue, with potential for future expansion, to be constructed on the Stadium Land for professional soccer games and other sporting, entertainment, cultural, community and civic events.

"Stadium Improvements" means the Stadium (including all Stadium-related furniture, fixtures and equipment and all concession improvements), and all improvements appurtenant thereto or comprising a part of any of the same and all appurtenances and amenities relating to any of the same, as well as all on-site civil and utility improvements serving the Stadium, all as are more fully described in the Design-Build Agreement and the Design Documents.

"Stadium Improvements Work" means the design, permitting, development, construction, and furnishing of the Stadium Improvements in accordance with the Agreement.

"State" means the State of Florida.

"Substantial Completion" means (a) with respect to the Stadium Improvements Work to be performed under the Design-Build Agreement, the date on which the Stadium is sufficiently complete in accordance with the Design Build Agreement so that Developer can use, and allow Developer to use, the Stadium for its intended purposes, including the issuance of a certificate of occupancy (temporary or final), and (b) with respect to the Stadium Infrastructure Improvement Work to be performed under the Design-Build Agreement, the date on which the Infrastructure is sufficiently complete in accordance with the Design-Build Agreement so that Developer can use, and allow Developer to use, the infrastructure for the intended purposes, including the issuance of a certificate of completion.

"Substantial Completion Date" means the date when Substantial Completion is required under the Design-Build Agreement pursuant to Section 7.3 of the Agreement.

"Team Events" means events at the Stadium, in addition to Team Home Games, that are related to the soccer operations.

"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.

Rules of Usage

(1) The terms defined above have the meanings set forth above for all purposes, and such meanings are applicable to both the singular and plural forms of the terms defined.

(2) "Include," "includes," and "including" 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.

(3) "Writing," "written," and comparable terms refer to printing, typing, and other means of reproducing in a visible form.

(4) Any agreement, instrument or Applicable Laws defined or referred to above means such agreement or instrument or Applicable Laws as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of Applicable Laws) by succession of comparable successor Applicable Laws and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein.

(5) References to a Person are also to its permitted successors and assigns.

(6) Any term defined above by reference to any agreement, instrument or Applicable Laws has such meaning whether or not such agreement, instrument or Applicable Laws is/are in effect.

(7) "Hereof," "herein," "hereunder," and comparable terms refer, unless otherwise expressly indicated, to this entire Agreement and not to any particular article, section or other subdivision thereof or attachment thereto. References in this Agreement to "Article," "Section," "Subsection" or another subdivision or to an attachment are, unless the context otherwise requires, to an article, section, subsection or subdivision of or an attachment to this Agreement or such other instrument being expressly referred to within such reference. All references to exhibits, schedules or appendices in this Agreement are to exhibits, schedules or appendices attached to this Agreement.

(8) Pronouns, whenever used in any agreement or instrument that is governed by this Appendix and of whatever gender, includes natural Persons, corporations, limited liability companies, partnerships, and associations of every kind and character.

(9) References to any gender include, unless the context otherwise requires, references to all genders.

(10) Unless otherwise specified, all references to a specific time of day will be based upon Eastern Standard Time or Eastern Daylight Savings Time, as applicable on the date in question in Port St. Lucie, Florida.

(11) References to "$" or to "dollars" means the lawful currency of the United States of America.

(12) References to "subcontractors" includes "subconsultants" everywhere it is in used in this Agreement, as applicable.

EXHIBIT D

Intentionally Deleted

Exhibit E

Approved Baseline Program and Definitive Elements

The initial design intent of the stadium will include the following components to be verified through the design and cost estimating phases:

- Professional grade soccer pitch able to be used for a broad range of programming
- Stadium lighting that complies with USL league standards and safety requirements with a minimum of 100 foot-candles
- Stadium PA System
- Video Board
- Approximately 6,000 seats made up of a combination of bench seating, chairback seating, club seating, field seats, wheelchair & companion seating, loge seating, and suites.
- Three or more team locker rooms for the Men's Professional team, Women's Professional team, and at least one visitor locker room including a separate coaches' locker room.
- Two officials' locker rooms (one for male and one for female officials)
- Home Team Facilities including a player's lounge space, boot rooms, equipment storage, laundry, film viewing room, and training rooms.
- Dedicated home head coach's office and coaches' changing room
- Year-round Team/Stadium Operations space including administrative offices with workstations, conferencing areas, and storage.
- Comprehensive press and media areas including a dedicated broadcast booth with an adjacent production suite.
- Dedicated fixed and portable food and beverage stations.
- Central commissary kitchen capable of high volume, versatile food preparation to support the menu offerings of the club spaces and food and beverage stations within the stadium.

Exhibit F

Initial Project Schedule

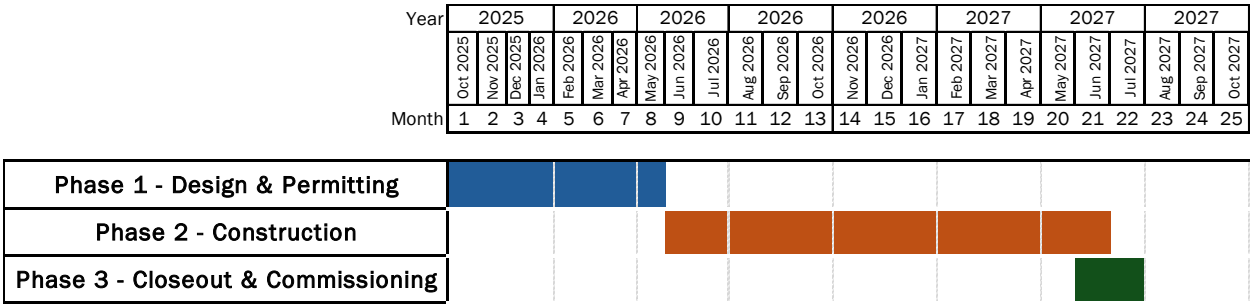

EXHIBIT G

Contractor Controlled Insurance Program

The Design-Builder or general contractor shall procure and maintain a Contractor Controlled Insurance Program (CCIP) from insurers authorized to conduct business in the jurisdiction of the Project. The CCIP shall provide coverage for the Design-Builder and all subcontractors performing Work under the Contract, protecting against claims arising from operations under the Contract, for a period not less than the statute of repose in the state where the Work is performed. The CCIP shall include the following coverages and minimum limits:

1. Workers Compensation and Employer's Liability Insurance:

- Workers Compensation: Statutory limits as required by the state where the Work is performed.
- Employer's Liability:
  – $1,000,000 each accident for bodily injury by accident. – $1,000,000 each employee for bodily injury by disease. – $1,000,000 policy limit for bodily injury by disease.
- Extensions:
  – Other States Endorsement.
  – Voluntary Compensation, if exposure exists.
  – United States Longshoreman's & Harbor Worker's Act, if exposure exists.
  – Jones Act, if exposure exists.
  – Thirty (30) day notice of cancellation or material change.
  – Amendment of Notice of Occurrence.
- Subrogation: Insurers shall waive subrogation rights against the Owner for claims under the workers compensation policy only.

2. Commercial General Liability Insurance:

- Coverage: Written on ISO Form CG 00 01 12 04 (or equivalent), including bodily injury, property damage, personal injury, advertising injury, products-completed operations, premises, and independent contractors.
- Limits:
  – $2,000,000 per occurrence (bodily injury and property damage combined).
  – $2,000,000 personal injury (any one person or organization).
  – $4,000,000 general aggregate (per project).
  – $4,000,000 products/completed operations aggregate.

3. Business Auto Insurance:

- Coverage: All owned, hired, and non-owned vehicles for bodily injury or property damage arising from ownership, maintenance, or use.
- Limit: $1,000,000 combined single limit per occurrence.

4. Excess Liability Insurance:

- Coverage: Excess of Primary Employer's Liability, Commercial General Liability, and Completed Operations.
- Limit: $50,000,000 combined single limit per occurrence and general aggregate for all insureds annually.