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SECTION 1 | SUMMARY INFORMATION

Date: 2/4/26

Commission Agenda Item Letter to the Commission (LTC) Letter to External Stakeholder(s) Other Document

Document Title/Purpose: P3- Hall of Fame - 1st Amendment to Comprehensive Agreement

Commission Meeting Date: 1/6/2026 CAM #: 25-1184 Item #: R-6

CAM attached: Yes No Action Summary Attached: Yes No CIP FUNDED: Yes No

Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least \$100,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement. Term "real property" includes land, real estate, realty, or real.

SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: CAO Router Name: Sonia Sierra Ext: 5598

Department: Router Name: Ext:

Department Approval (Director/Chief): Name Init Date:

*Return Document To: Sonia Sierra Department: CAO Ext: 5598

*REMINDER: Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.

Scan Date: Attach Certified Resolution #: 26-10 Original form route to CAO: Yes No

THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required Yes No

Is the attached Granicus document final? Yes No Number of Originals Attached: 1

Attorney's Name: Shari L. McCartney Approved as to Form: Yes No Initials: [Signature]

Route to: Finance (if applicable) Date: Route to: CCO Date:

SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: 3/17/26 Number of Originals: 1

Route to CMO Date: 3/17/2026 Route to Mayor Date:

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: 31726 Date Received: 3/17/26 Received From: CAO

To CM/ACM: R. Williams C. Cooper Y. Matthews Q. Pough B. Rogers

Approved Init.: [Signature] for continuous routing to Rickelle Williams, City Manager/Executive Director

Disapproved: Comments:

CMO Executive Assistant Route to: CCO | HR | OMB | Other: Date: 3/24/26 Initial: APD



FIRST AMENDMENT TO COMPREHENSIVE AGREEMENT

THIS FIRST AMENDMENT, made this 23rd day of March, 2026, (the “**First Amendment**”) hereby amends that certain Comprehensive Agreement dated October 24, 2023 (“**Comprehensive Agreement**”) by and between **CITY OF FORT LAUDERDALE**, a Florida municipal corporation (the “**CITY**”) and **HALL OF FAME PARTNERS, LLC**, a Florida limited liability company, and its successors and assigns (“**HOFP**”), pursuant to Section 255.065(7), Florida Statutes.

RECITALS

WHEREAS, The CITY and HOFP have agreed to amend the Comprehensive Agreement to (i) to allow for HOFP to apply for grants, including but not limited to the FIND Grant (as defined below), as part of the funding of each phase of the Qualified Project in addition to the private funds in accordance with its Financing Plan; (ii) increase the cap of the Base Rent (as defined in the Master Facilities Lease) from Eleven Million and 00/100 Dollars (\$11,000,000.00) to Thirteen Million Six Hundred Thousand and 00/100 Dollars (\$13,600,000.00) as described below; (iii) revise the revenue sharing structure, increasing City Preferred Revenues from Two Million and 00/100 Dollars (\$2,000,000.00) to Four Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$4,750,000.00) annually; (iv) other changes necessary to reflect changes to ISHOF Improvements; (v) amend Section 5.02 revenue sharing structure in the event of a negative balance at the end of a Fiscal Year (as defined below) during the Initial Term; (vi) to amend Section 5.02 revenue sharing structure in the event of a positive balance at the end of a Fiscal Year during the Initial Term; and

WHEREAS, The CITY and HOFP have also agreed to make additional amendments including but not limited to adding the definitions of Fiscal Year and ISHOF Affiliate, specifying timing of revenue sharing structure payments, reflecting the renovation vs. reconstruction of the East Building, amending construction audit language, as well as amending and/or adding certain defined terms to be consistent with this First Amendment.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the adequacy and receipt of which are hereby acknowledged, the CITY and HOFP agree as follows:

1. Article I Section 1.02, **Definitions**, is hereby amended as follows:
 - (i) Subsection (b) “Aquatic Center Improvements” is amended to read as follows:
 - (b) “Aquatic Center Improvements” means the dive pool, competition pool, training pool, locker rooms, entry ticketing building, north parking lot and grandstand building which comprise the CITY owed aquatic improvements located

adjacent to, but are separate and not part of, the Qualified Project, inclusive of Project nos. P12315 and P12582.

(ii) Subsection (p) "ISHOF Improvements" is amended to read as follows:

(p) "ISHOF Improvements" are the ocean rescue building, repair and refurbishment of the sea wall, the public dock facility, a promenade ~~and the East and the West buildings and the renovation of the existing East building,~~ and the renovation of the existing East building, at the Fort Lauderdale Aquatic Center peninsula as same are constructed in various phases in accordance with the schedule ("Phase Schedule") attached and made a part of the Design-Build Construction Agreement.

(iv) Subsection (t) "Qualified Project" or "Project" is hereby amended to read as follows:

(t) "Qualified Project" or "Project" means the abatement and demolishing of certain existing facilities located on the Property and the design, development, construction and equipping of an ocean rescue building, refurbishment and repair of the sea wall, a public dock facility, a promenade, the West Building and the renovation of the existing East building, ~~and West Buildings,~~ to be fully designed and built in various phases and to be located at the Fort Lauderdale Aquatic Center peninsula more particularly described in Section 3.01, for which HOFPP, Design-Builder, and Capital Group Realty are to perform the work under this Comprehensive Agreement.

(iii) Subsection (v) is hereby added to Section 1.02 as follows:

(v) "Fiscal Year" shall mean the twelve months beginning on each October 1 and ending on the following September 30 each year.

(iv) Subsection (w) is hereby added to Section 1.02 as follows:

(w) "ISHOF Affiliate" shall mean ISHOF Peninsula LLC, a Florida limited liability company.

Except as amended in this First Amendment, all undefined terms used in this First Amendment will have the meaning ascribed to them in the Comprehensive Agreement.

2. Article III Section 3.02. **Management of the Qualified Project Construction**, Section 3.02(g) is hereby amended to read as follows:

(g) During the construction of the Qualified Project, the CITY shall have the right to hire its auditors for purposes of auditing the construction costs. HOFPP shall

allocate the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000) in the construction budget to pay for such audits ("Construction Audit Budget"). Any audit costs over and above the Construction Audit Budget shall be the sole costs and expense of the CITY. In the event the audit reveals unauthorized payments to the Design-Build Contractor or the reconciliation reflects amounts that should be paid to the City, HOFP shall have an obligation to repay or cause the Design-Builder to repay the City the amounts set forth in the audit findings to the City within ten (10) days after the City sends written demand for payment.

Additionally, the CITY shall have the right to review the MACQ records of the construction draws as well as MACQ's engineering firm's monthly construction progress review documents. The CITY or its agents and/or employees shall have the right at reasonable times upon twenty-four (24) hours' notice to inspect the books, accounts and records of the Design -Build Contractor pertaining to the performance by any of them of their obligations under this Comprehensive Agreement or the Design-Build Construction Contract. CITY shall have the right to audit the books, records, and accounts of the Design -Build Contractor that are related to this Comprehensive Agreement or other agreements related to construction, design and finance of the Qualified Project including the ISHOF Improvements. HOFP shall cause the Design-Build Contractor to keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Comprehensive Agreement in accordance with generally accepted accounting practices and standards. All books, records, and accounts of the Design-Build Contractor shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the Design -Build Contractor shall make same available at no cost to the CITY in written form.

3. Article IV Section 4.01. **Cost of the Qualified Project**, is hereby amended to read as follows:

Section 4.01. Cost of the Qualified Project. The cost of each phase of the Qualified Project will be provided to the CITY as each phase is designed and developed. The cost of each phase of the Qualified Project consists of the cost of the construction and materials as well as design fees, management fees, legal fees, tenant improvement and furniture, fixtures and equipment costs, development costs and fees, financing fees and costs, marketing costs and project contingency. Any unused Project contingency at the end of the last phase of the Project shall be placed into a reserve fund to be used by the Facilities Manager, as approved by the CITY, for the benefit of the Project, including but not limited to, repairs, maintenance, additional enhancements, etc. The cost of each phase of the Qualified Project is expected to be fully funded on a phase by phase basis with private funds secured by HOFP together with any available applicable grants that may be applied for by either the CITY or HOFP, as applicable, including but not limited to the Florida Inland Navigation District, Waterways Assistance Grant ("FIND Grant")

collectively hereinafter referred to as (“Grants”), on a phase-by-phase basis through private funds and such Grants which may be available, in accordance with its phased Financing Plan. Notwithstanding the foregoing, the Base Rent as to all phases to be completed under the Master Facilities Lease less excluding the three percent (3%) annual Base Rent increases per the terms of the Master Facilities Lease shall be capped at Eleven Thirteen Million Six Hundred Thousand and 00/100 Dollars (\$13,600,000) (i.e., only count the first year Base Rent related to each phase of the Qualified Project when computing the cap).assuming the first phase and all additional phases are constructed. Base Rent for subsequent years for each phase of the Qualified Project will be subject to a three percent (3%) cumulative annual increase for the term of the Master Facilities Lease. The CITY and HOFP have agreed that in designing and developing each phase, HOFP may decrease the scope and price of a particular phase of the Project to keep the Project within said cap, or in the alternative, increase the scope and price of a particular phase if such increase is off-set by revenues to be generated by such increase in scope and price of such particular phase of the Project, provided however, such increase or decrease in scope and price of a particular phase of the Project shall be subject to CITY approval in accordance with this Comprehensive Agreement. Both parties acknowledge the CITY must approve the scope of each additional phase and the Financing Plan per the terms of the Comprehensive Agreement before the commencement of construction of any particular phase.

4. Article IV Section 4.02. **Cost Overruns**, is hereby amended to read as follows:

Section 4.02. **Cost Overruns**. To the extent that there are cost overruns associated with the construction of any phase of the Qualified Project, not caused by CITY change orders, such cost overruns will be paid by HOFP. HOFP may not apply for Grants which obligate the CITY or increase the obligations of the CITY under this Comprehensive Agreement, the Master Facilities Lease or any other agreement related to this Project without the consent and approval of the City Commission of the CITY.

5. Subsections (k) and (q) of Article V Section 5.02 **HOFP’s Rights and Obligations**, are hereby amended as follows:

- (i) Subsection (k) **Financing**, is hereby amended to read as follows:

(k) Financing. HOFP, in conjunction with MACQ-Florida II, LLC, a Delaware limited liability company (“MACQ”), will (i) coordinate the Project financing; (ii) participate in the financing negotiations; (iii) participate in closing the financing; (iv) grant a leasehold mortgage on its leasehold interest in the Ground Lease; and (v) provide an assignment of the lease cash flows under the Master Facilities Lease. Additionally, HOFP and/or the CITY may apply for various applicable Grants which may be available from time to time to HOFP and/or the CITY, as mutually agreed to by both parties and Lender, and the CITY, as owner of the underlying Property and Facilities Tenant under the Master Facilities Lease will execute any

and all necessary paperwork associated with any such Grants, that may be applied for by HOFP in conjunction with the Project Financing at no cost or expense to the CITY, or if the Grant must be applied for by the CITY, the CITY will execute any and all necessary paperwork associated with any such Grants and will coordinate with HOFP in applying such funds to the Project in accordance with the phased Financing Plan at no cost or expense to the CITY. Furthermore, HOFP shall provide necessary matching funds as to the cost of the project up and above the amount of the Grant funds being applied for and as required by Florida Inland Navigation and District (FIND), as well as assist the CITY in complying with any applicable Grant requirements, rules, regulations, terms and conditions, including but not limited to (i) recording any necessary site dedications (and such an agreement shall be deemed consent of HOFP in satisfaction of the requirement of Section 5.03 of Article 5) to allow CITY to file a site dedication in the form of a deed, lease, management agreement or other legal document on the Property as required by such applicable Grant that may be applied for, including but not limited to any FIND Grant, (ii) providing public access to the Project, (iii) charging reasonable fees to the general public in order to satisfy the requirements of the FIND Grant and regulations or other Grant requirements and regulations, notwithstanding the rights granted under Section 5.02(f) of Article 5, maintaining such accounting books and records as required by FIND or other Grant provider, (iv) preserving the records during the records retention period , (v) causing the Design-Builder Contractor to construct the Project (as defined in the FIND Grant agreement or other Grant agreement) in accordance with the FIND Grant or other Grants Comprehensive /his designee. The parties seek to amend this Comprehensive Agreement to allow for public funding to partially fund construction of the Qualified Project with the expectation that public funding may create costs savings to the CITY for future phases of the Project which savings will be mutually determined upon completion of a final accounting of the Project cost for each phase of the Project, combination of phases and/or the overall Project. Subject to the approval of the Mortgagee under the Master Facilities Lease, the Master Facilities Lease, Base Rent, if applicable, and/or Financing Plan may be amended prior to each additional phase of the Project to take any Grant into account or the parties may mutually agree to wait until the entire Project is complete to determine the cost savings, if any.

(ii) Subsection (q) Revenue Sharing, is hereby amended to read as follows:

(1) Sub-Subsection (q)(ii) Revenue Sharing, is hereby amended to read as follows:

(ii) During the term of the Master Facilities Lease and this Comprehensive Agreement, subject to the ramp up period in the first year as more particularly set forth in the Master Facilities Lease (“Ramp-up Period”), beginning in the first year the sublease by and between ISHOF and the CITY for the International Swimming Hall of Fame space located

in the West Building (“ISHOF Lease”) and the sublease by and between the CITY and the ISHOF Affiliate, as to space located in the ISHOF Improvements (“ISHOF Affiliate Lease”) commence and continuing for each consecutive year thereafter, the CITY shall be entitled to and be paid (i) one hundred percent (100%) of the Lease Based Revenue (as defined in Subsection 5.02 (q) of this Comprehensive Agreement) as to Leased Based Revenue of the ISHOF Lease, the ISHOF Affiliate Lease, the ISHOF Affiliate Lease sub-subleases, and any other subleases or sub subleases for any of the ISHOF Improvements; and (ii) one hundred percent (100%) of the annual percentage rent of the ISHOF Lease, the ISHOF Affiliate Lease, the ISHOF Affiliate sub-subleases and any other subleases or sub subleases for any of the ISHOF Improvements. Lease Based Revenues shall include base rent together with the amortized cost of additional tenant improvements and one hundred percent (100%) of the annual percentage rent of the foregoing leases . HOFP will cause the Lease Based Revenues to be remitted to the CITY monthly by the first of each calendar month reflecting collections from the previous calendar month.

(2) Sub-Subsection (q)(iii) is hereby amended to read as follows:

(iii) During the term of the Master Facilities Lease and this Comprehensive Agreement, subject to the Ramp-up Period in the first year as more particularly set forth in the Master Facilities Lease, beginning in the first year the ISHOF Leases and ISHOF Affiliate Lease commence and for each year thereafter, the CITY shall be paid and receive the first ~~Two Million and 00/100 Dollars (\$2,000,000)~~ Four Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$4,750,000) of the Non-Leased Based Revenues, ~~which \$2,000,000 of the Non-Lease Based Revenue shall increase in the amount of three percent (3%) each year for the term of the Master Facilities Lease, (“City Preferred Revenues”).~~ City Preferred Revenues will increase three percent (3%) per year during the term of the Master Facilities Lease. HOFP will, or will cause the Facilities Manager to, remit the City Preferred Revenues to the CITY monthly by the first day of the calendar month reflecting collections from the previous calendar month until the remittance totals \$4,750,000 as increased by 3% per year.

(3) Subsection (q)(iv) is hereby amended to read as follows:

(iv) During the term of the Master Facilities Lease and this Comprehensive Agreement, beginning in the first year the ISHOF Lease and/or ISHOF Affiliate Lease commence and for each year thereafter, once the CITY has been paid the City Preferred Revenues, the Non-Lease Based Revenues will be split equally, fifty percent (50%) of said remaining Non-Lease Revenues to the CITY and fifty percent (50%) of said remaining Non-Lease Based

Revenues to ISHOF. HOFP will or will cause the Facilities Manager to, provide a reconciliation of Lease Based Revenues and Non-Lease Based Revenues (along with the annual audited Leased Based Revenues and Non-Lease Based Revenues statement prepared by a certified public accountant (“CPA”) as required by Subsection (q) (viii) herein below by January 1 of each year reflecting revenues for the previous Fiscal Year. Any amounts due to CITY based on such reconciliation shall be paid to CITY by HOFP or HOFP will cause the Facilities Manager to pay such amounts due to the CITY within ten (10) business days of the annual CPA report reflecting amounts due.

(4) Sub-Subsection (q)(v) is hereby amended to delete item 7, such that Sub-Subsection (q)(v) reads as follows:

~~(q)(v)~~ Notwithstanding the foregoing, during the term of the Master Facilities Lease and this Comprehensive Agreement, beginning in the first year the ISHOF Lease and Affiliate Lease commence and for each year thereafter, the following items are excluded from the Non-Lease Based Revenues as to any leased space within the Project which ISHOF is leasing solely for ISHOF normal museum and business operations and shall be paid and/or retained directly by ISHOF throughout the term of the Master Facilities Lease and this Comprehensive Agreement (“ISHOF Excluded Revenues”):

1. ISHOF museum ticket and shop sales.
2. Revenues generated by the VIP suites located within ISHOF leased space.
3. Revenues generated by VIP seat sales as to VIP seats located within ISHOF leased space.
4. Facility Sponsorships during Events and Shows (as more particularly described in Section 3.08(f) set forth hereinabove).
5. Entertainment Venues for ISHOF as to Entertainment Venues located within ISHOF leased space.
6. Naming Rights within the respective ISHOF leased space areas in the East & West Buildings.
7. ~~ISHOF shall have the right of first refusal to sub-lease the Flow Rider from the City and if ISHOF so chooses to sub-lease the Flow Rider from the CITY, any Flow Rider revenues shall be excluded from the Non-Leased Based Revenues in accordance with this Section 5.02(q)(iv).~~

(5) Sub-Subsection (q)(vi) is redundant with Sub-Subsection (q)(iv) and is hereby deleted in its entirety.

~~“(vi) During the term of the Master Facilities Lease and this Comprehensive Agreement, beginning in the first year the ISHOF Lease and/or ISHOF Affiliate Lease commence and for each year thereafter, once the City has been paid the City Preferred Revenues, the Non Lease Based Revenues will be split equally, fifty percent (50%) of said remaining Non Lease Revenues to the City and the fifty percent (50%) of said remaining Non Leased Based Revenues to ISHOF”.~~

(6) Subsection (q) is hereby amended to add the following two Sub-Subsections (ix) and (x) which read as follows:

(ix) During the Initial Term of this Comprehensive Agreement, in the event of a negative balance to the CITY at the end of a Fiscal Year (after calculating CITY revenues less the Base Rent under the Master Facilities Lease) using the revenue sharing structure set forth in this Section 5.02 (q) wherein the Non-Lease Based Revenues (after deduction of City Preferred Revenues) are split 50/50 between the CITY and ISHOF, HOFP agrees that there will be no revenue share split between CITY and ISHOF and the CITY will be paid 100% of the amount of the remaining parties agree that the no revenue share split wherein the CITY receives 100% of the Non-Lease Based Revenues will be maintained into the next Fiscal Year on a monthly basis until sufficient funds are received by the City to eliminate the negative balance.

(x) During the Initial Term of the Master Facilities Lease, in the event of a positive balance to the CITY at the end of a Fiscal Year (after calculating CITY revenues less the Base Rent under the Master Facilities Lease payment) using the revenue sharing structure set forth in Section 5.02(q) wherein the Non-Lease Based Revenues (after deduction of City Preferred Revenues) are split 50/50, HOFP agrees that fifty percent (50%) of the ISHOF revenue share will be placed in a CITY held interest bearing escrow account, which may be drawn down by the CITY in the event of previous years or future years negative balances. The escrow account will be maintained throughout the term of this Comprehensive Agreement, and any remaining balance of the fifty percent (50%) of the ISHOF revenue share at the end of the Initial Term will be paid equally to ISHOF and the CITY.

6. In the event of any inconsistencies between this Amendment and the Comprehensive Agreement, this Amendment shall govern. All other terms and conditions of the Comprehensive Agreement not amended herein shall remain in full force and effect. This Amendment may be executed in one or more counterparts, and electronic signatures and copies

shall serve as originals

7. The date of execution of this First Amendment by the CITY shall be the effective date of this First Amendment (the "Effective Date").

[SIGNATURE PAGES TO AMENDMENT ON THE FOLLOWING PAGES]



IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Amendment to the Comprehensive Agreement to be effective as of the day and year first set forth above.

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: Rickelle Williams
Rickelle Williams, City Manager

ATTEST:
David R. Soloman
David R. Soloman, City Clerk



APPROVED AS TO FORM AND LEGAL CORRECTNESS:

Shari L. McCartney, City Attorney
Lynn Solomon, Sr. Asst.

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of March, 2020, by Rickelle Williams as City Manager of the City of Fort Lauderdale, a municipal corporation of Florida.

(NOTARY SEAL)



GINA RIZZUTI-SMITH
Commission # HH 607898
Expires October 29, 2028

Gina Rizzuti-Smith
(Signature of Notary Public – State of Florida)

Gina Rizzuti-Smith
Print, Type or Stamp Commissioned Name of Notary Public)

[HALL OF FAME SIGNATURE PAGE TO FOLLOW]

HALL OF FAME PARTNERS, LLC, a
Florida limited liability company

By: **Capital Group Ventures LLC**, a
Florida limited liability company

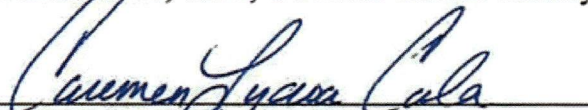
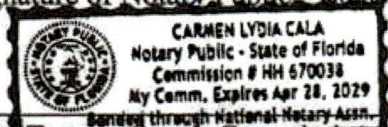
Its: Sole Member and Manager

By: 
Mario Caprim, Manager

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23rd day of January, 2026, by Mario Caprim as Manager of Capital Group Ventures, LLC, a Florida limited liability company, which is the Sole Member and Manager of **HALL OF FAME PARTNERS, LLC**, a Florida limited liability company.

(NOTARY SEAL)


(Signature of Notary Public - State of Florida)

Print, Type or Stamp Commissioned Name of
Notary Public - State of Florida

[JOINDER AND CONSENT OF LENDER ON FOLLOWING PAGE]

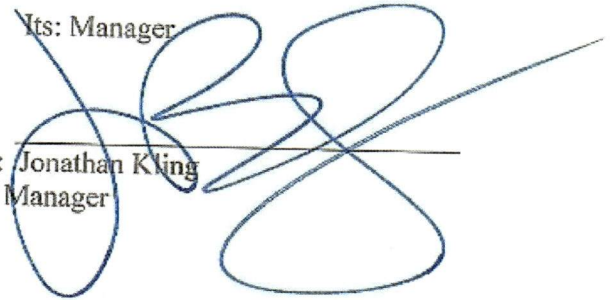
IN WITNESS WHEREOF, the Lender, through their duly authorized representatives, hereby join and consent to this First Addendum to Comprehensive Agreement effective as of the day and year first set forth above.

MACQ - FLORIDA II, LLC, a Delaware limited liability company

By: MACQ Group Holdings, LLC

Its: Manager

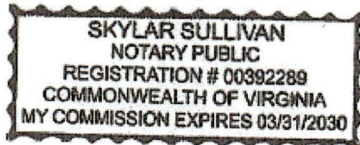
By:
Name: Jonathan Kling
Title: Manager



STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of February, 2026, by Jonathan Kling as Manager of MACQ- Florida II, a Delaware limited liability company.

(NOTARY SEAL)



Skylar Sullivan
(Signature of Notary Public - State of Virginia)

Skylar Sullivan
Print, Type or Stamp Commissioned Name of Notary Public - State of Virginia

[JOINDER AND CONSENT OF LENDER ON FOLLOWING PAGE]

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee**

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, this _____ day of _____, 202__, by _____ as
_____ of Wilmington Trust, National Association, as Trustee.

(NOTARY SEAL)

(Signature of Notary Public – State of
Florida)

Print, Type or Stamp Commissioned Name
of Notary Public – State of Florida

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RECITALS

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(ii) Subsection (p) "ISHOF Improvements" is amended to read as follows:

(p) "ISHOF Improvements" are the ocean rescue building, repair and refurbishment of the sea wall, the public dock facility, a promenade ~~and the East and the West buildings~~ and the renovation of the existing East building, and the renovation of the existing East building, at the Fort Lauderdale Aquatic Center peninsula as same are constructed in various phases in accordance with the schedule ("Phase Schedule") attached and made a part of the Design-Build Construction Agreement.

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(t) "Qualified Project" or "Project" means the abatement and demolishing of certain existing facilities located on the Property and the design, development, construction and equipping of an ocean rescue building, refurbishment and repair of the sea wall, a public dock facility, a promenade, ~~the West Building and the renovation of the existing East building, and West Buildings,~~ to be fully designed and built in various phases and to be located at the Fort Lauderdale Aquatic Center peninsula more particularly described in Section 3.01, for which HOFPP, Design-Builder, and Capital Group Realty are to perform the work under this Comprehensive Agreement.

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2. Article III Section 3.02. **Management of the Qualified Project Construction**, Section 3.02(g) is hereby amended to read as follows:

(g) During the construction of the Qualified Project, the CITY shall have the right to hire its auditors for purposes of auditing the construction costs. HOFPP shall

allocate the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000) in the construction budget to pay for such audits ("Construction Audit Budget"). Any audit costs over and above the Construction Audit Budget shall be the sole costs and expense of the CITY. In the event the audit reveals unauthorized payments to the Design-Build Contractor or the reconciliation reflects amounts that should be paid to the City, HOFP shall have an obligation to repay or cause the Design-Builder to repay the City the amounts set forth in the audit findings to the City within ten (10) days after the City sends written demand for payment.

Additionally, the CITY shall have the right to review the MACQ records of the construction draws as well as MACQ's engineering firm's monthly construction progress review documents. The CITY or its agents and/or employees shall have the right at reasonable times upon twenty-four (24) hours' notice to inspect the books, accounts and records of the Design -Build Contractor pertaining to the performance by any of them of their obligations under this Comprehensive Agreement or the Design-Build Construction Contract. CITY shall have the right to audit the books, records, and accounts of the Design -Build Contractor that are related to this Comprehensive Agreement or other agreements related to construction, design and finance of the Qualified Project including the ISHOF Improvements. HOFP shall cause the Design-Build Contractor to keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Comprehensive Agreement in accordance with generally accepted accounting practices and standards. All books, records, and accounts of the Design-Build Contractor shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the Design -Build Contractor shall make same available at no cost to the CITY in written form.

3. Article IV Section 4.01. **Cost of the Qualified Project**, is hereby amended to read as follows:

Section 4.01. Cost of the Qualified Project. The cost of each phase of the Qualified Project will be provided to the CITY as each phase is designed and developed. The cost of each phase of the Qualified Project consists of the cost of the construction and materials as well as design fees, management fees, legal fees, tenant improvement and furniture, fixtures and equipment costs, development costs and fees, financing fees and costs, marketing costs and project contingency. Any unused Project contingency at the end of the last phase of the Project shall be placed into a reserve fund to be used by the Facilities Manager, as approved by the CITY, for the benefit of the Project, including but not limited to, repairs, maintenance, additional enhancements, etc. The cost of each phase of the Qualified Project is expected to be fully funded on a phase by phase basis with private funds secured by HOFP together with any available applicable grants that may be applied for by either the CITY or HOFP, as applicable, including but not limited to the Florida Inland Navigation District, Waterways Assistance Grant ("FIND Grant")

collectively hereinafter referred to as (“Grants”), on a phase-by-phase basis through private funds and such Grants which may be available, in accordance with its phased Financing Plan. Notwithstanding the foregoing, the Base Rent as to all phases to be completed under the Master Facilities Lease less excluding the three percent (3%) annual Base Rent increases per the terms of the Master Facilities Lease shall be capped at ~~Eleven~~ Thirteen Million Six Hundred Thousand and 00/100 Dollars (\$13,600,000) (i.e., only count the first year Base Rent related to each phase of the Qualified Project when computing the cap).~~assuming the first phase and all additional phases are constructed.~~ Base Rent for subsequent years for each phase of the Qualified Project will be subject to a three percent (3%) cumulative annual increase for the term of the Master Facilities Lease. The CITY and HOFP have agreed that in designing and developing each phase, HOFP may decrease the scope and price of a particular phase of the Project to keep the Project within said cap, or in the alternative, increase the scope and price of a particular phase if such increase is off-set by revenues to be generated by such increase in scope and price of such particular phase of the Project, provided however, such increase or decrease in scope and price of a particular phase of the Project shall be subject to CITY approval in accordance with this Comprehensive Agreement. Both parties acknowledge the CITY must approve the scope of each additional phase and the Financing Plan per the terms of the Comprehensive Agreement before the commencement of construction of any particular phase.

4. Article IV Section 4.02. **Cost Overruns**, is hereby amended to read as follows:

Section 4.02. **Cost Overruns**. To the extent that there are cost overruns associated with the construction of any phase of the Qualified Project, not caused by CITY change orders, such cost overruns will be paid by HOFP. HOFP may not apply for Grants which obligate the CITY or increase the obligations of the CITY under this Comprehensive Agreement, the Master Facilities Lease or any other agreement related to this Project without the consent and approval of the City Commission of the CITY.

5. Subsections (k) and (q) of Article V **Section 5.02 HOFP’s Rights and Obligations**, are hereby amended as follows:

- (i) Subsection (k) **Financing**, is hereby amended to read as follows:

(k) **Financing**. HOFP, in conjunction with MACQ-Florida II, LLC, a Delaware limited liability company (“MACQ”), will (i) coordinate the Project financing; (ii) participate in the financing negotiations; (iii) participate in closing the financing; (iv) grant a leasehold mortgage on its leasehold interest in the Ground Lease; and (v) provide an assignment of the lease cash flows under the Master Facilities Lease. Additionally, HOFP and/or the CITY may apply for various applicable Grants which may be available from time to time to HOFP and/or the CITY, as mutually agreed to by both parties and Lender, and the CITY, as owner of the underlying Property and Facilities Tenant under the Master Facilities Lease will execute any

and all necessary paperwork associated with any such Grants, that may be applied for by HOFP in conjunction with the Project Financing at no cost or expense to the CITY, or if the Grant must be applied for by the CITY, the CITY will execute any and all necessary paperwork associated with any such Grants and will coordinate with HOFP in applying such funds to the Project in accordance with the phased Financing Plan at no cost or expense to the CITY. Furthermore, HOFP shall provide necessary matching funds as to the cost of the project up and above the amount of the Grant funds being applied for and as required by Florida Inland Navigation and District (FIND), as well as assist the CITY in complying with any applicable Grant requirements, rules, regulations, terms and conditions, including but not limited to (i) recording any necessary site dedications (and such an agreement shall be deemed consent of HOFP in satisfaction of the requirement of Section 5.03 of Article 5) to allow CITY to file a site dedication in the form of a deed, lease, management agreement or other legal document on the Property as required by such applicable Grant that may be applied for, including but not limited to any FIND Grant, (ii) providing public access to the Project, (iii) charging reasonable fees to the general public in order to satisfy the requirements of the FIND Grant and regulations or other Grant requirements and regulations, notwithstanding the rights granted under Section 5.02(f) of Article 5, maintaining such accounting books and records as required by FIND or other Grant provider, (iv) preserving the records during the records retention period , (v) causing the Design-Builder Contractor to construct the Project (as defined in the FIND Grant agreement or other Grant agreement) in accordance with the FIND Grant or other Grants Comprehensive /his designee. The parties seek to amend this Comprehensive Agreement to allow for public funding to partially fund construction of the Qualified Project with the expectation that public funding may create costs savings to the CITY for future phases of the Project which savings will be mutually determined upon completion of a final accounting of the Project cost for each phase of the Project, combination of phases and/or the overall Project. Subject to the approval of the Mortgagee under the Master Facilities Lease, the Master Facilities Lease, Base Rent, if applicable, and/or Financing Plan may be amended prior to each additional phase of the Project to take any Grant into account or the parties may mutually agree to wait until the entire Project is complete to determine the cost savings, if any.

(ii) Subsection (q) Revenue Sharing, is hereby amended to read as follows:

(1) Sub-Subsection (q)(ii) **Revenue Sharing**, is hereby amended to read as follows:_____

(ii) During the term of the Master Facilities Lease and this Comprehensive Agreement, subject to the ramp up period in the first year as more particularly set forth in the Master Facilities Lease (“Ramp-up Period”), beginning in the first year the sublease by and between ISHOF and the CITY for the International Swimming Hall of Fame space located

in the West Building (“ISHOF Lease”) and the sublease by and between the CITY and the ISHOF Affiliate, as to space located in the ISHOF Improvements (“ISHOF Affiliate Lease”) commence and continuing for each consecutive year thereafter, the CITY shall be entitled to and be paid (i) one hundred percent (100%) of the Lease Based Revenue (as defined in Subsection 5.02 (q) of this Comprehensive Agreement) as to Leased Based Revenue of the ISHOF Lease, the ISHOF Affiliate Lease, the ISHOF Affiliate Lease sub-subleases, and any other subleases or sub subleases for any of the ISHOF Improvements; and (ii) one hundred percent (100%) of the annual percentage rent of the ISHOF Lease, the ISHOF Affiliate Lease, the ISHOF Affiliate sub-subleases and any other subleases or sub subleases for any of the ISHOF Improvements. Lease Based Revenues shall include base rent together with the amortized cost of additional tenant improvements and one hundred percent (100%) of the annual percentage rent of the foregoing leases . HOFP will cause the Lease Based Revenues to be remitted to the CITY monthly by the first of each calendar month reflecting collections from the previous calendar month.

(2) Sub-Subsection (q)(iii) is hereby amended to read as follows:

(iii) During the term of the Master Facilities Lease and this Comprehensive Agreement, subject to the Ramp-up Period in the first year as more particularly set forth in the Master Facilities Lease, beginning in the first year the ISHOF Leases and ISHOF Affiliate Lease commence and for each year thereafter, the CITY shall be paid and receive the first ~~Two Million and 00/100 Dollars (\$2,000,000)~~ Four Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$4,750,000) of the Non-Leased Based Revenues, ~~which \$2,000,000 of the Non-Lease Based Revenue shall increase in the amount of three percent (3%) each year for the term of the Master Facilities Lease, (“City Preferred Revenues”).~~ City Preferred Revenues will increase three percent (3%) per year during the term of the Master Facilities Lease. HOFP will, or will cause the Facilities Manager to, remit the City Preferred Revenues to the CITY monthly by the first day of the calendar month reflecting collections from the previous calendar month until the remittance totals \$4,750,000 as increased by 3% per year.

(3) Subsection (q)(iv) is hereby amended to read as follows:

(iv) During the term of the Master Facilities Lease and this Comprehensive Agreement, beginning in the first year the ISHOF Lease and/or ISHOF Affiliate Lease commence and for each year thereafter, once the CITY has been paid the City Preferred Revenues, the Non-Lease Based Revenues will be split equally, fifty percent (50%) of said remaining Non-Lease Revenues to the CITY and fifty percent (50%) of said remaining Non-Lease Based

Revenues to ISHOF. HOFP will or will cause the Facilities Manager to, provide a reconciliation of Lease Based Revenues and Non-Lease Based Revenues (along with the annual audited Leased Based Revenues and Non-Lease Based Revenues statement prepared by a certified public accountant (“CPA”) as required by Subsection (q) (viii) herein below by January 1 of each year reflecting revenues for the previous Fiscal Year. Any amounts due to CITY based on such reconciliation shall be paid to CITY by HOFP or HOFP will cause the Facilities Manager to pay such amounts due to the CITY within ten (10) business days of the annual CPA report reflecting amounts due.

(4) Sub-Subsection (q)(v) is hereby amended to delete item 7, such that Sub-Subsection (q)(v) reads as follows:

~~(q)(v)~~ Notwithstanding the foregoing, during the term of the Master Facilities Lease and this Comprehensive Agreement, beginning in the first year the ISHOF Lease and Affiliate Lease commence and for each year thereafter, the following items are excluded from the Non-Lease Based Revenues as to any leased space within the Project which ISHOF is leasing solely for ISHOF normal museum and business operations and shall be paid and/or retained directly by ISHOF throughout the term of the Master Facilities Lease and this Comprehensive Agreement (“ISHOF Excluded Revenues”):

1. ISHOF museum ticket and shop sales.
2. Revenues generated by the VIP suites located within ISHOF leased space.
3. Revenues generated by VIP seat sales as to VIP seats located within ISHOF leased space.
4. Facility Sponsorships during Events and Shows (as more particularly described in Section 3.08(f) set forth hereinabove).
5. Entertainment Venues for ISHOF as to Entertainment Venues located within ISHOF leased space.
6. Naming Rights within the respective ISHOF leased space areas in the East & West Buildings.
7. ~~ISHOF shall have the right of first refusal to sub-lease the Flow Rider from the City and if ISHOF so chooses to sub-lease the Flow Rider from the CITY, any Flow Rider revenues shall be excluded from the Non-Leased Based Revenues in accordance with this Section 5.02(q)(iv).~~

(5) Sub-Subsection (q)(vi) is redundant with Sub-Subsection (q)(iv) and is hereby deleted in its entirety.

~~“(vi) During the term of the Master Facilities Lease and this Comprehensive Agreement, beginning in the first year the ISHOF Lease and/or ISHOF Affiliate Lease commence and for each year thereafter, once the City has been paid the City Preferred Revenues, the Non Lease Based Revenues will be split equally, fifty percent (50%) of said remaining Non Lease Revenues to the City and the fifty percent (50%) of said remaining Non Leased Based Revenues to ISHOF”.~~

(6) Subsection (q) is hereby amended to add the following two Sub-Subsections (ix) and (x) which read as follows:

(ix) During the Initial Term of this Comprehensive Agreement, in the event of a negative balance to the CITY at the end of a Fiscal Year (after calculating CITY revenues less the Base Rent under the Master Facilities Lease) using the revenue sharing structure set forth in this Section 5.02 (q) wherein the Non-Lease Based Revenues (after deduction of City Preferred Revenues) are split 50/50 between the CITY and ISHOF, HOFP agrees that there will be no revenue share split between CITY and ISHOF and the CITY will be paid 100% of the amount of the remaining parties agree that the no revenue share split wherein the CITY receives 100% of the Non-Lease Based Revenues will be maintained into the next Fiscal Year on a monthly basis until sufficient funds are received by the City to eliminate the negative balance.

(x) During the Initial Term of the Master Facilities Lease, in the event of a positive balance to the CITY at the end of a Fiscal Year (after calculating CITY revenues less the Base Rent under the Master Facilities Lease payment) using the revenue sharing structure set forth in Section 5.02(q) wherein the Non-Lease Based Revenues (after deduction of City Preferred Revenues) are split 50/50, HOFP agrees that fifty percent (50%) of the ISHOF revenue share will be placed in a CITY held interest bearing escrow account, which may be drawn down by the CITY in the event of previous years or future years negative balances. The escrow account will be maintained throughout the term of this Comprehensive Agreement, and any remaining balance of the fifty percent (50%) of the ISHOF revenue share at the end of the Initial Term will be paid equally to ISHOF and the CITY.

6. In the event of any inconsistencies between this Amendment and the Comprehensive Agreement, this Amendment shall govern. All other terms and conditions of the Comprehensive Agreement not amended herein shall remain in full force and effect. This Amendment may be executed in one or more counterparts, and electronic signatures and copies

shall serve as originals

7. The date of execution of this First Amendment by the CITY shall be the effective date of this First Amendment (the “Effective Date”).

[SIGNATURE PAGES TO AMENDMENT ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Amendment to the Comprehensive Agreement to be effective as of the day and year first set forth above.

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: Rickelle Williams
Rickelle Williams, City Manager

ATTEST:
D. R. Soloman
David R. Soloman, City Clerk



APPROVED AS TO FORM AND LEGAL CORRECTNESS:

[Signature]
Shari L. McCartney, City Attorney
Lynn Soloman, Sr, Asst.

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of March, 2020, by Rickelle Williams as City Manager of the City of Fort Lauderdale, a municipal corporation of Florida.

(NOTARY SEAL)



GINA RIZZUTI-SMITH
Commission # HH 607898
Expires October 29, 2028

Gina Rizzuti-Smith
(Signature of Notary Public – State of Florida)


Gina Rizzuti-Smith
Print, Type or Stamp Commissioned Name of Notary Public)

[HALL OF FAME SIGNATURE PAGE TO FOLLOW]

HALL OF FAME PARTNERS, LLC, a
Florida limited liability company

By: **Capital Group Ventures LLC**, a
Florida limited liability company

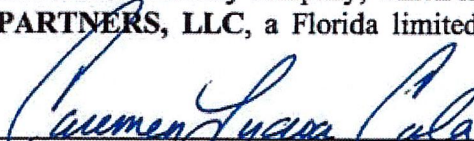
Its: Sole Member and Manager

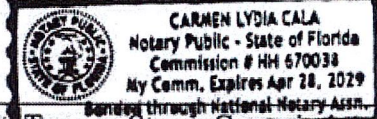
By: 
Mario Caprini, Manager

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23rd day of January, 2020, by Mario Caprini as Manager of Capital Group Ventures, LLC, a Florida limited liability company, which is the Sole Member and Manager of **HALL OF FAME PARTNERS, LLC**, a Florida limited liability company.

(NOTARY SEAL)


(Signature of Notary Public – State of Florida)



Print Type or Stamp Commissioned Name of
Notary Public – State of Florida

[JOINDER AND CONSENT OF LENDER ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Lender, through their duly authorized representatives, hereby join and consent to this First Addendum to Comprehensive Agreement effective as of the day and year first set forth above.

MACQ - FLORIDA II, LLC, a Delaware limited liability company

By: MACQ Group Holdings, LLC

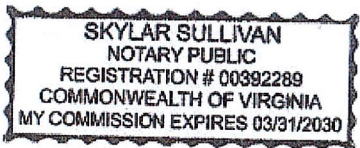
Its: Manager

By:
Name: Jonathan Kling
Title: Manager

STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of February, 2026, by Jonathan Kling as Manager of MACQ- Florida II, a Delaware limited liability company.

(NOTARY SEAL)



Skylar Sullivan
(Signature of Notary Public - State of Virginia)

Skylar Sullivan
Print, Type or Stamp Commissioned Name of Notary Public - State of Virginia

[JOINDER AND CONSENT OF LENDER ON FOLLOWING PAGE]

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee**

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, this _____ day of _____, 202__, by _____ as
_____ of Wilmington Trust, National Association, as Trustee.

(NOTARY SEAL)

(Signature of Notary Public – State of
Florida)

Print, Type or Stamp Commissioned Name
of Notary Public – State of Florida

FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE (this “First Amendment”), dated as of the _____ day of _____, 2026 by and between THE CITY OF FORT LAUDERDALE, FLORIDA (“Ground Lessor”), and HALL OF FAME PARTNERS, LLC, a Florida limited liability company (“Ground Lessee”).

WITNESSETH:

WHEREAS, Ground Lessor and Ground Lessee entered into that certain Ground Lease dated as of October 10, 2024 (the “Original Ground Lease”) pursuant to which Ground Lessor leased the Land to Ground Lessee; and

WHEREAS, Ground Lessor and Ground Lessee (in their respective capacities as Facilities Tenant and Facilities Landlord under the Master Facilities Lease), have mutually agreed to extend the term of the Master Facilities Lease); and

WHEREAS, under the Original Ground Lease, the Term will automatically be extended until one (1) day following any extension of the stated term under the Master Facilities Lease; and

WHEREAS, Ground Lessor and Ground Lessee mutually desire to amend the Original Ground Lease to reflect the extended Term.

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. DEFINED TERMS. All terms with initial capital letters that are not defined or modified in this First Amendment have the meaning ascribed to them in the Original Ground Lease. The following terms that are defined in the Original Ground Lease are hereby modified to be defined as follows:

The term “Comprehensive Agreement” means that certain Comprehensive Agreement dated October 24, 2023 between The City of Fort Lauderdale and Hall of Fame Partners, LLC regarding the development of the Land, as amended by that certain First Amendment to Comprehensive Agreement dated January 6, 2026.

The term “Master Facilities Lease” means that certain Master Facilities Lease dated as of October 10, 2024, by Hall of Fame Partners, LLC, as “Facilities Landlord”, and The City of Fort Lauderdale, Florida, as “Facilities Tenant”, as modified by that certain First Amendment to Master Facilities Lease Agreement dated _____, 2026.

The term “Ground Lease” means the Original Ground Lease, as amended by this First Amendment.

Lessee and Ground Lessor each warrants and represents to the other that there are no brokers, finders fees or any real estate commissions due to any broker, agent or other party in connection with the negotiation or execution of this First Amendment.

8. MISCELLANEOUS. Except as modified hereby, the Original Ground Lease is hereby ratified and will remain in full force and effect. This First Amendment shall be construed under the laws of the State of Florida. The time of the performance of all of the covenants, conditions, and agreements of the Ground Lease is of the essence. If any provision of the Ground Lease or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of the Ground Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of the Ground Lease shall be valid and enforced to the fullest extent permitted by law. Each party expressly acknowledges that, except as expressly provided in the Ground Lease, the other party and the agents and representatives of the other party have not made, and the other party is not liable for or bound in any manner by, any express or implied warranties, guaranties, promises, statements, inducements, representations or information pertaining to the transactions contemplated hereby. All covenants, promises, conditions, representations, and agreements contained in the Ground Lease shall run with the Land and shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. Delivery of an executed counterpart of this First Amendment by facsimile or pdf shall have the same binding effect as delivery of an executed original. This First Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same original.

[Signatures follow on next page]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

GROUND LESSEE:

HALL OF FAME PARTNERS, LLC,
a Florida limited liability company

Witnesses:

By: Capital Group P3 Developments of
Florida LLC, a Florida limited
liability company

Printed Name:

Its: Manager

Printed Name:

By: Capital Group Ventures LLC, a
Florida limited liability company

Its: Manager

By: _____

Name: Mario Caprini

Title: Manager

Date of Execution: _____, 2026

STATE OF FLORIDA)

) SS:

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2026, by Mario Caprini, as Manager of Capital Group Ventures LLC, which is manager of Capital Group P3 Developments of Florida LLC, which is the manager of Hall of Fame Partners, LLC, , a Florida limited liability company who [] is personally known to me or [] has produced _____ as identification.

{Notarial Seal}

NOTARY SEAL, State of Florida
Print Name: _____

My Commission Expires: _____

My Commission Number: _____

CONSENT TO FIRST AMENDMENT TO GROUND LEASE

Pursuant to the requirements of Section 19(e) of the Original Ground Lease, "This Ground Lease cannot be cancelled, surrendered, modified, altered or amended without the prior written consent of the Leasehold Mortgagee given in accordance with Section 13.c hereof." By executing this Consent below, the undersigned MACQ - Florida II, LLC (being the original Leasehold Mortgagee) and Wilmington Trust, National Association, as Trustee (being the assignee of the rights to Leasehold Mortgagee under the Mortgage) hereby consent to this First Amendment.

Executed as of the ___ day of _____, 2026.

MACQ - FLORIDA II, LLC, a Delaware limited liability company

By: MACQ Group Holdings, LLC
Its: Manager

By: _____
Name: Jonathan Kling
Title: Manager

Executed as of the ___ day of _____, 2026.

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee

By: _____
Name: _____
Title: _____

FIRST AMENDMENT TO MASTER FACILITIES LEASE AGREEMENT

THIS FIRST AMENDMENT TO MASTER FACILITIES LEASE AGREEMENT (this “First Amendment”) is made and entered into as of March ___, 2026, by and between HALL OF FAME PARTNERS, LLC, a Florida limited liability company (together with its successors and assigns, “Facilities Landlord”), having an address of 55 NE 5th Avenue, Suite 501, Boca Raton, Florida 33432, and THE CITY OF FORT LAUDERDALE, FLORIDA (“Facilities Tenant”), having an address of 101 NE 3rd Ave, Suite 2100, Fort Lauderdale, FL 33301.

RECITALS:

A. Facilities Landlord and Facilities Tenant entered into that certain Master Facilities Lease dated as of October 10, 2024 (the “Original Facilities Lease”) pursuant to which Facilities Landlord leased to Facilities Tenant the Premises.

B. Pursuant to the Comprehensive Agreement, the Facilities Landlord and Facilities Tenant have mutually agreed to structure the financing of the Phase Two Improvements, as contemplated in the Design-Build Agreement all as referenced in Recital B of the Original Facilities Lease, in two subphases, with the initial subphase providing for long lead time construction materials, finalizing drawings and plans, capitalized interest and related costs (“Phase 2A Improvements”), and the second subphase (to be memorialized by a future amendment to this Facilities Lease) being for the vertical construction of improvements (the “Phase 2B of the First Additional Improvements”). This First Amendment memorializes the amendments to the Original Facilities Lease in connection with Phase 2A Improvements.

C. Facilities Landlord and Facilities Tenant mutually desire to amend the Original Facilities Lease as described below.

1. The parties hereto agree and acknowledge that the Phase 2A Improvements constitute Additional Phase Improvements for all purposes under the Facilities Lease.

2. DEFINED TERMS. All terms with initial capital letters that are not defined or modified in this First Amendment have the meaning ascribed to them in the Original Facilities Lease. The following terms that are defined in the Original Facilities Lease are hereby modified to be defined as follows:

The term “Comprehensive Agreement” means that certain Comprehensive Agreement dated October 24, 2023, between The City of Fort Lauderdale and Hall of Fame Partners, LLC regarding the development of the Land, as amended by that certain First Amendment to Comprehensive Agreement dated January 6, 2026.

The term “Facilities Lease” means the Original Facilities Lease as modified by this First Amendment.

The term “Ground Lease” means that certain Ground Lease with respect the Land dated as of October 10, 2024, from the City of Fort Lauderdale, Florida, as Ground Lessor, to Hall of Fame

Partners, LLC, as the Ground Lessee, as amended by that certain First Amendment to Ground Lease dated as of March ___, 2026.

The term “Design-Build Agreement” that certain Standard Form of Agreement Between Owner and Design-Builder made as of October 10, 2024 by and between Facilities Landlord and the Contractor, together with Rider #1 attached thereto, as amended by that certain Amendment to Design-Build Amendment No. 2 dated March ___, 2026.

3. DELIVERY OF POSSESSION. Pursuant to Section 1.3 of the Original Facilities Lease, “In the event this Facilities Lease is amended to incorporate the construction of Additional Phase Improvements, such amendment will address the possession and delivery of the Additional Phase Improvements.” Facilities Landlord and Facilities Tenant acknowledge that Phase 2A Improvements are not susceptible to the possession and delivery and possession and delivery of the same will be addressed in connection with Phase 2B of the Additional Phase Improvements.

The first sentence of Section 1.3 of the Original Facilities Lease is hereby deleted and the following is inserted in lieu thereof:

Facilities Tenant will take possession of the First Phase Improvements upon the Substantial Completion Date of the First Phase Improvements. Facilities Tenant will take possession of each of the Additional Phase Improvements upon the Substantial Completion Date of the same. The term “Delivery Date” shall mean (i) with respect to the First Phase Improvements, the Substantial Completion Date of the First Phase Improvements, and (ii) with respect to each of the Additional Phase Improvements, the Substantial Completion Date of such Additional Phase Improvements.

4. LEASE TERM. The first sentence of Section 2.1 of the Original Facilities Lease is hereby deleted and the following is inserted in lieu thereof:

The term of this Facilities Lease (“Term”) shall commence on October 10, 2024, and shall terminate on December 31, 2058.

5. RENT.

(a) The first sentence of Section 3.1 of the Original Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

“Commencing on January 1, 2029 (the “Rent Commencement Date”), Facilities Tenant shall pay to Facilities Landlord base rent (as to the First Phase Improvements and the Phase 2A Improvements) in the amounts set forth on Exhibit B (“Base Rent”).”

(b) Exhibit B to the Original Facilities Lease is hereby deleted in its entirety and replaced with Exhibit B attached to this First Amendment.

(c) The first sentence of Section 3.2(a) is hereby deleted in its entirety and the following is inserted in lieu thereof:

Commencing on July 1, 2026, Facilities Tenant shall pay all Additional Rent related to the First Phase Improvements and the Phase 2A Improvements. Additionally, Facilities Tenant shall pay all the costs and expenses associated with the maintenance, repair and operations, including but not limited to insurance for the First Phase Improvements directly to the respective third parties, service providers and/or vendors. Commencing on the Rent Commencement Date, Base Rent shall be due and payable, and commencing on the Delivery Date of each of the Additional Phase Improvements, Facilities Tenant shall pay all other amounts as are herein described as "Additional Rent" in the manner and at the time specified in this Facilities Lease for each such Additional Phase Improvements together with any and all other costs and expenses associated with the operation and maintenance of such Additional Phase Improvements. The term "Additional Rent" as to the First Phase Improvements shall mean any and all property taxes, insurance premiums and all items described as "Additional Rent" in this Facilities Lease, as amended by the First Amendment to Master Facilities Lease Agreement.

(d) Section 3.2(b) is hereby deleted in its entirety.

(e) Section 3.2(c) is hereby deleted in its entirety and the following is inserted in lieu thereof

(c) In the event, as a result of the Design-Build Agreement, any tap, transformer, connection, availability or "impact" charges are incurred for the use of utility services at the Premises or in connection with the construction and completion of the First Phase Improvements, including, without limitation, electricity, water, sanitary sewer, gas and telephone services, Facilities Tenant shall pay such charges directly to the respective third parties, service providers and/or vendors.

(f) Facilities Tenant confirms that (i) the obligation to pay Base Rent and Additional Rent is absolute, as described in Section 3.6 of the Original Facilities Lease, and (ii) the obligation to pay Base Rent and Additional Rent is an independent covenant, as described in Section 3.7 of the Original Facilities Lease.

(g) All payments of Base Rent shall be made by Facilities Tenant directly to the account described in Section 3.3 of the Facilities Lease and, for so long as there is any obligation owed to a Mortgagee, the account for payment of Base Rent may not be modified without the prior written consent of Mortgagee.

6. REPRESENTATIONS. Facilities Landlord hereby represents and warrants to Facilities Tenant that (a) the representations and warranties of Facilities Landlord in the Original Facilities Lease remain true and correct and are hereby repeated in full by this reference and confirmed as of the date hereof, (b) Facilities Landlord is legally empowered to enter into and perform the transactions contemplated by the Facilities Lease, and (c) contemporaneously with the execution and delivery of this First Amendment, Facilities Landlord will deliver to Mortgagee a legal opinion from independent counsel opining to the authority of Facilities Landlord entering into the applicable documents, the enforceability of the applicable documents and such other matters as may be required by Mortgagee.

Facilities Tenant hereby represents and warrants to Facilities Landlord that (a) the representations and warranties of Facilities Tenant in the Original Facilities Lease remain true and correct and are hereby repeated in full by this reference and confirmed as of the date hereof, (b) Facilities Tenant is legally empowered to enter into and perform the transactions contemplated by the Facilities Lease, and (c) contemporaneously with the execution and delivery of this First Amendment, Facilities Tenant will deliver to Mortgagee a legal opinion from independent counsel opining to the authority of Facilities Tenant entering into the applicable documents, the enforceability of the applicable documents and such other matters as may be required by Mortgagee.

8. INSURANCE. Section 8.1 and Section 8.2 of the Original Lease are hereby deleted in their entirety and the following is inserted in lieu thereof:

8.1 Insurance

During the Term and prior to the Delivery Date of the First Phase Improvements, Facilities Landlord will maintain and carry insurance in accordance with the Comprehensive Agreement. From and after the Delivery Date of the First Phase Improvements and during the Term of this Facilities Lease, including during any renewal or extension term of this Facilities Lease, Facilities Tenant, at its sole expense, shall maintain insurance of such types and with such terms and limits as noted below.

(i) “All-Risk” property insurance in an amount not less than 100% of the “Full Replacement Cost” for the full insurable value of the First Phase Improvements or Additional Phase Improvements, as applicable (including, without limitation, coverage for damages arising from flood, hurricane, named storms, windstorm, wind, hail, mold, and terrorism with no coinsurance clause and containing ordinance or law coverage;

a. “Full Replacement Cost” as used herein shall mean the estimated total cost of construction required to replace the First Phase Improvements or Additional Phase Improvements, as applicable, with a substitute of like utility, and using modern materials and current standards, design and layout, including direct (hard) costs (including, without limitation, labor, materials, supervision and contractor’s profit and overhead) and indirect (soft) costs (including, without limitation, fees for architect’s plans and specifications and construction financing costs)

(ii) Commercial general liability insurance covering the Premises against claims for personal injury and damage to property with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, for bodily injury, death or property damage, personal and advertising injury, occurring in or about the Premises, and a minimum limit of \$1,000,000.00 per occurrence \$2,000,000.00) in the aggregate for products and completion operations; provided, however, for the First Phase Improvements, the commercial general liability coverage is limited as set forth in § 768.28, Florida Statutes;

(iii) Business interruption insurance in an amount sufficient to cover not less than twenty-four (24) months of Rent hereunder and with an Extended Period of Indemnity of 6 months;

(iv) Subject to Section 23.19(3) of this Facilities Lease as it relates to tort matters, workers' compensation insurance per Chapter 440, Florida Statutes, with no less than a limit of at least \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit for employers liability insurance;

(v) If any part of the Premises are located in an area identified on a Flood Hazard Boundary Map or Flood Insurance Rate Map issued by the Federal Emergency Management Agency as having special flood hazards and flood insurance has been made available, a flood insurance policy meeting the requirements of the current guidelines of the Federal Insurance Administration in an amount not less than the lesser of "Full Replacement Cost" or the maximum amount of insurance which is available under the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 or the National Flood Insurance Reform Act of 1994, as amended;

(vi) Boiler & Machinery, or Equipment Breakdown Coverage, insurance covering the major components of the central heating, air conditioning and ventilating systems, boilers, other pressure vessels, high pressure piping and machinery, elevators and escalators, if any, and other similar equipment installed in the Premises in an amount equal to one hundred percent the full replacement cost of all equipment installed; and

(vii) For so long as the Terrorism Risk Insurance Program Reauthorization Act of 2015 ("TRIPRA") or a similar or subsequent statute is in effect, terrorism insurance for foreign and domestic acts (as such terms are defined in TRIPRA or similar or subsequent statute) in an amount equal to the full replacement cost of the Premises (plus rental loss and/or business interruption insurance coverage).

Facilities Tenant's insurance policies shall insure the interests of Facilities Landlord and Facilities Tenant in the Premises against all risk of physical loss and damage (including business interruption), and for so long as the Mortgage is in place, (i) notwithstanding the self-insurance provisions set forth herein, for any commercial general liability insurance policy, the Facilities Tenant shall name the Facilities Landlord and Mortgagee as additional insureds on a primary, non-contributory basis and (ii) for property insurance coverage, name Mortgagee as the loss payee pursuant to the terms of the Mortgage. All insurance policies shall insure on an "occurrence" and not a "claims-made" basis, contain a contractual liability endorsement, and waive by endorsement any right of subrogation of the insurers to any set off or counterclaim or any other deduction. All insurance proceeds received by or on account of this Facilities Lease, shall be used in accordance with Article IX of this Facilities Lease. Facilities Tenant shall, at its own expense, take all reasonable precautions to protect the Premises from damage or destruction. Providing proof of and maintaining adequate insurance coverage (including self-insurance in compliance herewith) are material obligations of Facilities Tenant.

Notwithstanding the foregoing, during such time as no Event of Default has occurred and is continuing hereunder, and Facilities Tenant satisfies the Minimum Net Worth (as defined below) and has the Minimum Credit Rating (as defined below), Facilities Tenant may at its option, self-insure the insurance coverages required in this Section 8.1 as to the First Phase Improvements only (including the seawall), provided that the self-insurance program of this Section 8.1 does not violate any laws applicable to the Premises or Facilities Tenant. “Self insure” for the purposes of this Section 8.1 means that the Facilities Tenant is itself acting as though it were the third-party insurer providing the insurance required under the provisions of this Facilities Lease, and the Facilities Tenant shall pay any amounts due in lieu of insurance proceeds because of self-insurance, which amounts shall be treated as insurance proceeds for all purposes under this Facilities Lease. As used herein, (i) “Minimum Credit Rating” shall mean a senior unsecured long-term debt rating of “BBB (Outlook: Stable)” or higher by the current Rating Definitions and Terminology of S&P Global Ratings (or its successor) or “Baa2 (Outlook: Stable)” by Moody’s Investors Service, Inc. (or its successor) and (ii) “Minimum Net Worth” shall mean the net position of Facilities Tenant (as determined in accordance with governmental accounting standards) is not less than One Hundred Million Dollars (\$100,000,000.00).

8.2 Insurance Certificates and Other Requirements

Facilities Tenant shall provide Facilities Landlord a certificate of insurance, and/or a letter of self-insurance as set forth above, evidencing the foregoing insurance coverage required pursuant to Section 8.1. All insurance policies shall be written with insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best Company, Inc. financial category rating of Class VII or better and an A.M. Best Company, Inc., policy holder rating of A- or better or a Standard & Poor’s claim-paying rating of A- or better and will provide that each party shall be given a minimum of thirty (30) days written notice by any such insurance company prior to the cancellation, termination or substantive alteration of the terms or limits of such coverage. Facilities Tenant shall deliver to the Facilities Landlord and Mortgagee the foregoing insurance certificates prior to ten (10) days prior to Delivery Date and evidence of all renewals or replacements during the Term before the expiration date of such policies. Facilities Landlord shall be granted a Waiver of Subrogation on Facilities Tenant’s workers’ compensation coverage. The Facilities Lease, contract number or other identifying reference must be listed on each certificate of insurance.

During any period for which Facilities Tenant elects to self-insure Facilities Tenant shall deliver to Facilities Landlord and Mortgagee a letter of self-insurance as prescribed under § 768.28, Florida Statutes and, upon Facilities Landlord’s or Mortgagee’s written request, a certificate providing evidence of Facilities Tenant’s Net Worth and satisfaction of the Minimum Credit Rating.

The Certificate Holders should read as follows:

Facilities Landlord:

MACQ - Florida II, LLC

1055 Thomas Jefferson St. NW Suite L35

Washington, DC 20007

Mortgagee:
Wilmington Trust, National Association, as Trustee of the ISHOF
(Fort Lauderdale, FL) Lease-Backed Pass-Through Trust
Mail Code: MD2-L140
Baltimore, Maryland 21202
Attn: Corporate Trust Department

9. NOTICES. The address for notices to Facilities Tenant as described in Section 23.4 is hereby deleted and the following is inserted in lieu thereof:

If intended for Facilities Tenant: The City of Fort Lauderdale, Florida
101 NE 3rd Ave, Suite 2100
Fort Lauderdale, FL 33301
Attn: City Manager

With a copy to: The City of Fort Lauderdale, Florida
1 East Broward Blvd, Suite 1320
Fort Lauderdale, Florida 33301
Attn: City Attorney

10. COMPLIANCE. Facilities Tenant acknowledges that Facilities Landlord has complied with all of Facilities Landlord's obligations under the Facilities Lease through the date of this First Amendment.

Facilities Landlord acknowledges that Facilities Tenant has complied with all of Facilities Tenant's obligations under the Facilities Lease through the date of this First Amendment.

11. CONFLICTS. In the event of any conflicts between the provisions of this First Amendment and the provisions of the Original Facilities Lease, the provisions of this First Amendment shall govern and prevail.

12. BROKERAGE COMMISSIONS. Other than Capital Group Realty of Florida, LLC (who will be paid by Facilities Landlord pursuant to a separate agreement), Facilities Landlord and Facilities Tenant each warrants and represents to the other that there are no brokers, finders fees or any real estate commissions due to any broker, agent or other party in connection with the negotiation or execution of this First Amendment.

13. MISCELLANEOUS. Except as modified hereby, the Original Facilities Lease is hereby ratified and will remain in full force and effect. This First Amendment shall be construed under the laws of the State of Florida. The time of the performance of all of the covenants, conditions, and agreements of the Facilities Lease is of the essence. If any provision of the Facilities Lease or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of the Facilities Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of the Facilities Lease shall be valid and enforced to the fullest extent permitted by law. Each party expressly acknowledges that, except as expressly provided in the Facilities Lease, the other party and the agents and representatives of the other party have not made, and

the other party is not liable for or bound in any manner by, any express or implied warranties, guaranties, promises, statements, inducements, representations or information pertaining to the transactions contemplated hereby. All covenants, promises, conditions, representations, and agreements contained in the Facilities Lease shall run with the Land and shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. Delivery of an executed counterpart of this First Amendment by facsimile or pdf shall have the same binding effect as delivery of an executed original. This First Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same original.

[Signatures follow on next page]

EFFECTIVE as of the date first above written.

FACILITIES LANDLORD:

HALL OF FAME PARTNERS, LLC,
a Florida limited liability company

Witnesses:

By: Capital Group P3 Developments of Florida
LLC, a Florida limited liability company
Its: Manager

Printed Name:

By: Capital Group Ventures LLC, a Florida
limited liability company
Its: Manager

Printed Name:

By: _____
Name: Mario Caprini
Title: Manager

Date of Execution: _____, 2026

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2026, by Mario Caprini, as Manager of Capital Group Ventures LLC, which is manager of Capital Group P3 Developments of Florida LLC, which is the manager of Hall of Fame Partners, LLC, a Florida limited liability company, who [] is personally known to me or [] has produced _____ as identification

{Notarial Seal}

NOTARY SEAL, State of Florida

Print Name: _____

My Commission Expires: _____

My Commission Number: _____

CONSENT TO FIRST AMENDMENT TO MASTER FACILITIES LEASE AGREEMENT

Pursuant to the requirements of Section 15(D) of the Original Facilities Lease, “This Facilities Lease may not be modified or amended, nor shall this Facilities Lease be cancelled or surrendered (except as expressly permitted under this Facilities Lease), without the prior written consent, in each instance, of the Mortgagee, which consent may be granted or withheld in the Mortgagee’s sole and absolute discretion.” By executing this Consent below, the undersigned MACQ - Florida II, LLC (being the original Mortgagee) and Wilmington Trust, National Association, as Trustee (being the assignee of the rights to Mortgagee under the Mortgage) hereby consent to this First Amendment.

Executed as of the ___ day of _____, **MACQ - FLORIDA II, LLC**, a Delaware limited liability company
2026

By: MACQ Group Holdings, LLC
Its: Manager

By: _____
Name: Jonathan Kling
Title: Manager

Executed as of the ___ day of _____, **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as Trustee
2026

By: _____
Name: _____
Title: _____

EXHIBIT B

During the Term, Base Rent shall be paid in the following amounts:

Master Facilities Lease Payment - Phases 1 and 2a Exhibit B Rent Schedule

Lease Year	Base Rent Per Month
1/1/2029	\$408,140.23
1/1/2030	\$420,384.44
1/1/2031	\$432,995.97
1/1/2032	\$445,985.85
1/1/2033	\$459,365.42
1/1/2034	\$473,146.39
1/1/2035	\$487,340.78
1/1/2036	\$501,961.00
1/1/2037	\$517,019.83
1/1/2038	\$532,530.43
1/1/2039	\$548,506.34
1/1/2040	\$564,961.53
1/1/2041	\$581,910.38
1/1/2042	\$599,367.69
1/1/2043	\$617,348.72
1/1/2044	\$635,869.18
1/1/2045	\$654,945.26
1/1/2046	\$674,593.61
1/1/2047	\$694,831.42
1/1/2048	\$715,676.36
1/1/2049	\$737,146.66
1/1/2050	\$759,261.05
1/1/2051	\$782,038.89
1/1/2052	\$805,500.05
1/1/2053	\$829,665.05
1/1/2054	\$854,555.01
1/1/2055	\$880,191.66
1/1/2056	\$906,597.41
1/1/2057	\$933,795.33
1/1/2058	\$961,809.19

Prepared by:
Leo Rose, Esq.
Schreeder, Wheeler & Flint, LLP
1100 Peachtree St., Suite 800
Atlanta, GA 30309

Cross-reference to:
Instrument # 119843760,
Official Records of
Broward County, Florida

FIRST AMENDMENT TO MEMORANDUM OF GROUND LEASE

THIS FIRST AMENDMENT TO MEMORANDUM OF GROUND LEASE (this "First Amendment to Memorandum"), dated as of the ___ day of _____, 2026, by and between THE CITY OF FORT LAUDERDALE, FLORIDA ("Ground Lessor"), and HALL OF FAME PARTNERS, LLC, a Florida limited liability company ("Ground Lessee").

WITNESSETH:

WHEREAS, Ground Lessor and Ground Lessee entered into that certain Ground Lease dated as of October 10, 2024 (the "Original Ground Lease") pursuant to which Ground Lessor leased the Land to Ground Lessee; and

WHEREAS, Ground Lessor and Ground Lessee executed that certain Memorandum of Ground Lease dated as of October 10, 2024, and recorded as Instrument # 119843760 in the Official Records of Broward County, Florida (the "Original Memorandum");

WHEREAS, Ground Lessor and Ground Lessee (in their respective capacities as Facilities Tenant and Facilities Landlord under the Master Facilities Lease), have mutually agreed to extend the term of the Master Facilities Lease); and

WHEREAS, under the Original Ground Lease, the Term will automatically be extended until one (1) day following any extension of the stated term under the Master Facilities Lease; and

WHEREAS, Ground Lessor and Ground Lessee mutually desire to amend the Original Memorandum to reflect the extended Term.

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Defined Terms. The term “Ground Lease” is amended to mean that certain Ground Lease with respect to the Land dated as of October 10, 2024, from the City of Fort Lauderdale, Florida, as Ground Lessor, to Hall of Fame Partners, LLC, as the Ground Lessee, as amended by that certain First Amendment to Ground Lease dated as of _____, 2026. The term “Master Facilities Lease” is amended to mean that certain Master Facilities Lease dated as of October 10, 2024, by Hall of Fame Partners, LLC, as “Facilities Landlord”, and The City of Fort Lauderdale, Florida, as “Facilities Tenant”, as modified by that certain First Amendment to Master Facilities Lease Agreement dated _____, 2026.

2. Term. The Term of the Ground Lease is hereby extended to and including January 1, 2059, unless sooner terminated or extended as set forth in the Ground Lease.

3. No Amendment to Ground Lease. This First Amendment to Memorandum is being executed and recorded to evidence the Ground Lease, as amended, and shall not be construed to limit, amend or modify the provisions of the Ground Lease in any respect. Reference is made to the Ground Lease itself for a complete and definitive statement of the terms of the rights and obligations of Ground Lessor and Ground Lessee thereunder.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Memorandum under seal as of the day and year first above written.

GROUND LESSOR:

Witnesses: [Signature]
Printed Name: Seusan Grant
Address: 101 NE 3rd Ave
Fort Lauderdale, FL
33301

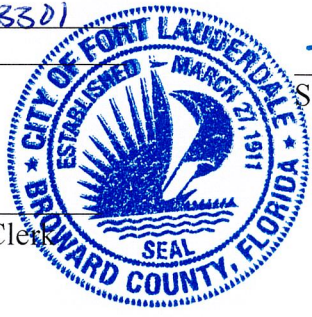
**CITY OF FORT LAUDERDALE,
FLORIDA, a municipal corporation of the
State of Florida**

[Signature]
Printed Name: Lyons D Jordan
Address: 1 East Broward Blvd
FL, FL 33301

By: Rickelle Williams
Name: Rickelle Williams, City Manager

Approved as to form and correctness:

ATTEST:
[Signature]
David R. Soloman, City Clerk



[Signature]
Shari L. McCartney, City Attorney

[SEAL]

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 26 day of March, 2026, by Rickelle Williams in her capacity as City Manager of the City of Fort Lauderdale Florida. She is [] personally known to me or [] has produced _____ as identification.

WITNESS my hand and official seal in the County and State aforesaid this 26 day of March, 2026.



GINA RIZZUTI-SMITH
Commission # HH 607898
Expires October 29, 2028

[Signature]
NOTARY PUBLIC

My Commission Expires: October 29, 2028

GROUND LESSEE:

HALL OF FAME PARTNERS, LLC

Witnesses:

Printed Name: _____

Address: _____

Printed Name: _____

Address: _____

By: Capital Group P3 Developments of Florida
LLC

Its: Manager

By: Capital Group Ventures LLC

Its: Manager

By _____

Name: Mario Caprini

Title: Manager

Date of Execution: _____, 2026

STATE OF FLORIDA)

) SS:

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 2026, by Mario Caprini, as Manager of Capital Group Ventures LLC, which is manager of Capital Group P3 Developments of Florida LLC, which is the manager of Hall of Fame Partners, LLC, a Florida limited liability company, who [] is personally known to me or [] has produced _____ as identification.

{Notarial Seal}

NOTARY SEAL, State of Florida

Print Name: _____

My Commission Expires: _____

My Commission Number: _____

Prepared by:
Leo Rose, Esq.
Schreeder, Wheeler & Flint, LLP
1100 Peachtree St., Suite 800
Atlanta, GA 30309

Cross-reference to:
Instrument # 119844779,
Official Records of
Broward County, Florida

**FIRST AMENDMENT TO
MEMORANDUM OF MASTER FACILITIES LEASE**

THIS FIRST AMENDMENT TO MEMORANDUM OF MASTER FACILITIES LEASE (this “First Amendment to Memorandum”), dated as of the ____ day of March, 2026, by and between HALL OF FAME PARTNERS, LLC, a Florida limited liability company (“Facilities Landlord”) and THE CITY OF FORT LAUDERDALE, FLORIDA (“Facilities Tenant”).

WITNESSETH:

WHEREAS, Facilities Landlord and Facilities Tenant entered into that certain Master Facilities Lease dated as of October 10, 2024 (the “Original Facilities Lease”) pursuant to which Facilities Landlord leased to Facilities Tenant the Premises;

WHEREAS, Facilities Landlord and Facilities Tenant executed that certain Memorandum of Master Facilities Lease dated as of October 10, 2024 and recorded as Instrument # 119844779 in the Official Records of Broward County, Florida (the “Original Memorandum”);

WHEREAS, Facilities Landlord and Facilities Tenant have mutually agreed to fund the first Additional Phase Improvements, as contemplated by the Original Facilities Lease, in two subphases, with the initial subphase being evidenced by that certain First Amendment to Master Facilities Lease Agreement of even date herewith (the “First Facilities Lease Amendment”); and

WHEREAS, Facilities Landlord and Facilities Tenant mutually desire to amend the Original Memorandum as described below.

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Defined Terms. The term “Facilities Lease” is amended to mean the Original Facilities Lease, as amended by the First Facilities Lease Amendment. The term “Ground Lease” is amended to mean that certain Ground Lease with respect the Land dated as of October 10, 2024, from the City of Fort Lauderdale, Florida, as Ground Lessor, to Hall of Fame Partners, LLC, as the Ground Lessee, as amended by that certain First Amendment to Ground Lease dated as of March ___, 2026.

2. Term. The Term of the Facilities Lease is hereby extended to and including December 31, 2058, unless sooner terminated or extended as set forth in the Facilities Lease.

3. No Amendment to Facilities Lease. This First Amendment to Memorandum is being executed and recorded to evidence the Facilities Lease, as amended, and shall not be construed to limit, amend or modify the provisions of the Facilities Lease in any respect. Reference is made to the Facilities Lease itself for a complete and definitive statement of the terms of the rights and obligations of Facilities Landlord and Facilities Tenant thereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Memorandum under seal as of the day and year first above written.

Witnesses:

Susan Grant

Printed Name: Susan Grant
Address: 101 NE 3rd Ave
Fort Lauderdale, FL
33301

[Signature]

Printed Name: Lynn Solomon
Address: 15 East Broward Blvd, Ste 1320
FL, FL 33321

FACILITIES TENANT:

**CITY OF FORT LAUDERDALE,
FLORIDA, a municipal corporation of the
State of Florida**

By: *Rickelle Williams*
Name: **Rickelle Williams, City Manager**

Approved as to form and correctness:

Shari McCartney
Shari L. McCartney, City Attorney

ATTEST:

[Signature]

David R. Soloman, Clerk



STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 26 day of March, 2026, by Rickelle Williams, in her capacity as City Manager of the City of Fort Lauderdale Florida. She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State aforesaid this 24 day of March, 2026.



GINA RIZZUTI-SMITH
Commission # HH 607898
Expires October 29, 2028

Gina Rizzuti-Smith
NOTARY PUBLIC
My Commission Expires: October 29, 2028

[SIGNATURE OF FACILITIES LANDLORD ON FOLLOWING PAGE]

Witnesses:

Printed Name: _____
Address: _____

Printed Name: _____
Address: _____

FACILITIES LANDLORD:

HALL OF FAME PARTNERS, LLC

By: Capital Group P3 Developments of
Florida LLC
Its: Manager

By: Capital Group Ventures LLC
Its: Manager

By: _____
Name: Mario Caprini
Title: Manager

Date of Execution: March __, 2026
)

STATE OF FLORIDA

COUNTY OF _____

) SS:
)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of March, 2026, by Mario Caprini, as Manager of Capital Group Ventures LLC, which entity is the Manager of Hall of Fame Partners, LLC, a Florida limited liability company who [] is personally known to me or [] has produced _____ as identification.

{Notarial Seal}

NOTARY SEAL, State of Florida
Print Name: _____
My Commission Expires: _____
My Commission Number: _____

ESTOPPEL AFFIDAVIT OF GROUND LESSOR

STATE OF FLORIDA
COUNTY OF BROWARD

Before me, the undersigned authority, personally appeared, **Rickelle Williams** (“Affiant”), being first duly sworn, who deposes and states as follows:

1. Affiant’s Capacity. Affiant is the duly authorized representative of City of Fort Lauderdale (the “Ground Lessor” or the “City”), acting in the capacity of City Manager, and is authorized to execute this Affidavit on behalf of Ground Lessor. City has an interest in the Property, more particularly described on **Exhibit A** (“Subject Property”) subject to the fee simple interest of the Trustees of Internal Improvement Fund of the State of Florida and subject to the Comprehensive Agreement by and between the City and Hall of Fame Partners, LLC (“HOF”), as amended, Interim Agreement by and between the City and HOF, and subject to a sublease by and between ISHOF Peninsula LLC and the City, a sublease between the City and International Swimming Hall of Fame, Inc. and subject to a Ground Lease by and between the City and HOF, Master Facilities Lease between the City and HOF and subject to that Subordination, Non-Disturbance and Attornment Agreement by and between, the City, HOF and MACQ-Florida II, LLC and that Leasehold Financing and Recognition Agreement by and between the City, HOF and Wilmington Trust, National Association, as Trustee of the ISHOF (Fort Lauderdale, FL) Lease-Backed Pass-Through Trust and subject to the sub-sub leases by and between ISHOF Peninsula LLC or International Swimming Hall of Fame, Inc. and other parties and subject to other matters reflected on the title commitment prepared by Chicago Title Insurance Company, Commitment No. 11697380 and Final Loan Policy issued by Chicago Title Insurance Company.

2. Lease in Full Force and Effect. The Ground Lease is in full force and effect and has not been terminated, cancelled, or surrendered.

3. No Defaults. The ground lessee, Hall of Fame Partners LLC, a Florida limited liability company (the “Ground Lessee”), is not in default under any terms, covenants, conditions, restrictions, payment obligations, or other provisions of the Ground Lease.

4. No Defaults in Payment of Rent. All rent and other charges due under the Ground Lease have been paid in full through the date of this Estoppel Affidavit, and there are no outstanding amounts owed.

5. No Unrecorded Amendments or Modifications. There are no unrecorded amendments, modifications, side agreements, supplements, assignments, subleases, or extensions affecting the Ground Lease except that First Amendment to the Comprehensive Agreement and the matters disclosed in this Affidavit other than those expressly recorded in the Public Records or disclosed in the title commitment issued by Chicago Title Insurance Company, with a commitment date of February 4, 2026 at 8:00 A.M., Commitment No. 12882321 (the “Commitment”).

6. No Additional Liens or Charges. There are no charges, claims, assessments, fees, liens, or rights to place a lien upon the insured leasehold estate other than those set forth in the Ground Lease or matters of record. No statement or assurance is provided as to charges, claims, assessments, fees, liens or rights to place a lien created by HOF or its successors or assigns or any party claiming by through or under them.

7. Consent to Mortgage Modification. The Ground Lessor hereby consents to the execution and recordation of the First Amendment to Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement from Hall of Fame Partners LLC, as Mortgagor, to Wilmington Trust, National Association, as Trustee of the ISHOF (Fort Lauderdale, FL) Lease-Backed Pass-Through Trust, as Mortgagee, as shown in item 4A of the Commitment.

8. Authority. Affiant is duly authorized to execute this Estoppel Affidavit on behalf of the Ground Lessor and has full authority to make the statements herein.

9. Chicago Title Insurance Company and Becker and Poliakoff are entitled to rely on this Affidavit but none other.

[Signature page follows]

Under penalties of perjury, Affiant declares that she has read the foregoing document and that the facts stated in it are true.

AFFIANT:

Rickelle Williams

Rickelle Williams, City Manager

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing Estoppel Affidavit was sworn to and subscribed before me by means of physical presence or online notarization, this 24 day of March, 2026, by Rickelle Williams, as City Manager of the City of Fort Lauderdale, who is personally known to me or has produced _____ as identification.

(SEAL)



GINA RIZZUTI-SMITH
Commission # HH 607898
Expires October 29, 2028

Gina Rizzuti-Smith
Notary Public, State of Florida
Commission No.: HH 607898

My Commission Expires: October 29, 2028

Estoppel Certificate

_____, 2026

To: Wilmington Trust, National Association, as Trustee of the ISHOF (Fort Lauderdale, FL) Lease-Backed Pass-Through Trust (the “**Lender**”)
One Light Street, 14th Floor
Mail Code: MD2-L140
Baltimore, Maryland 21202
Attn: Corporate Trust Department

Hall of Fame Partners, LLC (“**HOFP**”)
55 NE 5th Avenue
Suite 501
Boca Raton, Florida 33432
Attention: Manager

MACQ - Florida II, LLC (“**MACQ**”)
The Foundry Building
1055 Thomas Jefferson Street NW, Suite L35
Washington, DC 20007
Attention: Jonathan Kling

Re: 501 Seabreeze Blvd
Fort Lauderdale, Florida
County of Broward, Florida (the “**Property**”)

Ladies and Gentlemen:

The undersigned hereby certifies to HOFP, MACQ and Lender and their respective successors, assigns, participants and co-lenders that with respect to (i) that certain Ground Lease, dated as of October 10, 2024 between the HOFP and The City of Fort Lauderdale, Florida (the “**City**”) (such lease, together with any amendments, modifications, or supplements thereto, the “**Ground Lease**”), (ii) that certain Master Facilities Lease Agreement, dated as of October 10, 2024 between HOFP and the City (such lease, together with any amendments, modifications, or supplements thereto, the “**Lease**”) and (iii) that certain Comprehensive Agreement dated as of October 24, 2023 between Facilities Landlord and City (such agreement, together with any amendments, modifications, or supplements thereto, the “**Comprehensive Agreement**”):

1. A true and complete copy of the Lease is attached hereto as **Schedule A** and the Lease is in full force and effect. The Lease has not been modified, assigned, supplemented or amended since its original execution, other than the First Amendment to Master Facilities Lease Agreement, dated as of [____], 2026, the form of which is included in **Schedule A**, and there are no other agreements between Facilities Landlord and Facilities Tenant concerning the Premises (as defined in the Lease), other than the Ground Lease and the Comprehensive Agreement.

2. A true and complete copy of the Ground Lease is attached hereto as **Schedule B** and the Ground Lease is in full force and effect. The Ground Lease has not been modified, assigned,

supplemented or amended since its original execution other than the First Amendment to Ground Lease Agreement dated as of [____], 2026, the form of which is included in **Schedule B**.

3. A true and complete copy of the Comprehensive Agreement is attached hereto as **Schedule C** and the Comprehensive Agreement is in full force and effect. The Comprehensive Agreement has not been modified, assigned, supplemented or amended since its original execution other than the First Amendment to Comprehensive Agreement, dated as of [____], 2026, included as **Schedule C**.

4. The Rent Commencement Date under the Lease is January 1, 2029 and has not yet occurred.

5. There is currently no Base Rent or Additional Rent owing under the Lease. As of the date hereof, Facilities Tenant has no existing right to free rent, partial rent, rent abatement, or other rental concessions or any right to payments from Facilities Landlord.

6. There exists no breach, default or event of default by any party under the Ground Lease, the Lease or the Comprehensive Agreement, and the undersigned knows of no event or condition which, with notice or passage of time or both, would constitute a breach, default or event of default under the Ground Lease, the Lease or the Comprehensive Agreement.

7. The undersigned has no claims against HOFPP, MACQ or any of their respective affiliates and has no defense or counterclaim or otherwise against HOFPP, MACQ or any of their respective affiliates as to its performance or obligations under the Ground Lease, the Lease or the Comprehensive Agreement.

8. No action, voluntary or involuntary, is pending against the undersigned under federal or state bankruptcy or insolvency law.

9. The person(s) executing this Certificate has (have) the power and authority to execute and deliver this Certificate on behalf of the undersigned.

10. This Certificate shall be binding upon the successors, assigns and representatives of the City and any party claiming through or under the City and shall inure to the benefit of HOFPP, MACQ and Lender.

[Remainder of Page Blank, Signature Page Follows]

The undersigned understands and agrees that HOFPP, MACQ and Lender, their respective successors, assigns, participants and co-lenders will rely on this Certificate in connection with the Property and the loan made by MACQ to HOFPP, as assigned by MACQ to Lender, with respect thereto. The person(s) executing this Certificate has (have) the power and authority to execute and deliver this Certificate on behalf of the undersigned.

Very truly yours,

CITY OF FORT LAUDERDALE, FLORIDA, a
municipal corporation of the State of Florida

By: *Rickelle Williams*
Name: Rickelle Williams, City Manager

ATTEST:

D. R. Soloman
David R. Soloman, City Clerk



Approved as to form and correctness:

Shari McCartney
Shari L. McCartney, City Attorney

SCHEDULE A

[Insert Copy of Lease and Amendment]

SCHEDULE B

[Insert Copy of Ground Lease and Amendment]

SCHEDULE C

[Insert Copy of Comprehensive Agreement and Amendment]

Prepared By and Return To:

Tanya Orama, Esq.
Becker & Poliakoff, P.A.
1 E Broward Boulevard, Suite 1800
Ft. Lauderdale, FL 33301

Above space left blank for recording purposes.

Notice of Termination

Permit No. _____

Tax Folio No. 504212-33-0010

The undersigned, in accordance with Section 713.132, Florida Statutes, by execution, recording and service of this Notice of Termination, hereby terminates the effectiveness of the Notice of Commencement recorded on August 28, 2025 in Instrument No. 120406684 of the Public Records of Broward County, Florida and provides the following:

1. Description of the Property:

Street Address of the Property: 501 Seabreeze Boulevard, Fort Lauderdale, FL 33316

2. General description of the Improvement:

International Swimming Hall of Fame East Building Elevator Decommissioning

3. Owner information or Lessee information if the Lessee contracted for the improvement (Name, Address and Phone Number):

- (a) Name: City of Fort Lauderdale
- (b) Address: 528 NE 2nd Street, Fort Lauderdale, FL 33301
- (c) Interest in Property: Dedication/Easement
- (d) Name and Address of fee simple title holder (if other than owner):

4. Fee Simple Title Holder's Name, Address and Phone Number (if other than owner):

5. Contractor's Name, Address and Phone Number:

Hensel Phelps Construction, 6557 Hazeltine National Drive, Orlando, FL 32822

6. Surety and Bond Information (Name, Address, Phone Number and Amount of Bond):

Flood and Peterson, 4687 W 18th Street, Greeley, CO 80634, (907)506-3204

7. Lender's Name, Address and Phone Number: N/A

8. Name, Address and Phone Number of person within the State of Florida designated by the owner as a person upon whom notices or other documents may be served as provided by section 713.13(1)(a)7, Florida Statutes:

Stephanie Toothaker, Esq. 401 East Las Olas Boulevard, Suite 130-154, Fort Lauderdale, FL 33301

9. Name, Address and Phone Number of person within the State of Florida designated by the owner as a person to receive a copy of the of the lienor's notice as provided in section 713.13(1), Florida Statutes: N/A

10. Expiration date of Notice of Commencement: (the expiration date is one (1) year from the date of recording unless a different date is specified): August 28, 2026

11. The Notice of Commencement is terminated thirty (30) days after this Notice of Termination is recorded.

12. This Notice of Termination applies to all the real property subject to the Notice of Commencement.

13. All lienors have been paid in full. A Contractor's Final Payment Affidavit is attached hereto as Exhibit "A."

14. The owner will serve, prior to recording this Notice of Termination, as provided by section 713.18 of the Florida Statutes, a copy of the Notice of Termination on each lienor who has a direct contract with the owner or has timely served a notice to owner.

15. As required by section 713.132(1)(f), Florida Statutes, the owner will serve a copy of the notice of termination on each lienor who timely serves a notice to owner after the notice of termination has been recorded.

[SIGNATURE PAGE ON THE FOLLOWING PAGE]

City of Fort Lauderdale,
a Florida municipal corporation

By: Rickelle Williams

Name: Rickelle Williams

Title: City Manager

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this 26 day of March, 2026, by Rickelle Williams, as City Manager of City of Fort Lauderdale, a Florida municipal corporation, who is personally known to me or provided _____ for identification.

Gina Rizzuti-Smith
Notary Public, State of Florida



GINA RIZZUTI-SMITH
Commission # HH 607898
Expires October 29, 2028

Exhibit "A"
Contractor's Final Payment Affidavit

Contractor's Final Payment Affidavit

STATE OF FLORIDA

COUNTY OF BROWARD

Before me, the undersigned authority, personally appeared GREGORY JENNINGS (Affiant"), who, after being first duly sworn, deposes and says of his/her personal knowledge the following:

1. He/she is the PROJECT MANAGER (title of affiant), of HENSEL PHELPS CONSTRUCTION CO., a Delaware general partnership, which does business in the state of Florida, hereinafter referred to as the "Contractor."
2. Contractor, pursuant to a contract with Hall of Fame Partners LLC, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for the decommissioning of the elevator located in the existing East Building to real property located at 501 Seabreeze Boulevard, Fort Lauderdale, Florida 33316, as more particularly set forth in said contract.
3. This affidavit is executed by the Contractor in accordance with Section 713.06, Florida Statutes, for the purposes of obtaining final payment from the Owner in the amount of \$ 0.
4. Affiant on behalf of Contractor, hereby waives and releases any lien or right to claim a lien for labor, services, or materials furnished to Owner on the subject property.
5. All work to be performed under the contract:

has been fully completed and all lienors under the direct contract have been paid in full except the following listed lienors:

NAME OF LIENOR _____	AMOUNT DUE _____
NAME OF LIENOR _____	AMOUNT DUE _____

OR

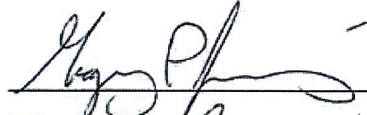
is ongoing and all lienors under the direct contract have been paid in full through _____, 20____, except the following listed lienors:

NAME OF LIENOR _____	AMOUNT DUE _____
NAME OF LIENOR _____	AMOUNT DUE _____

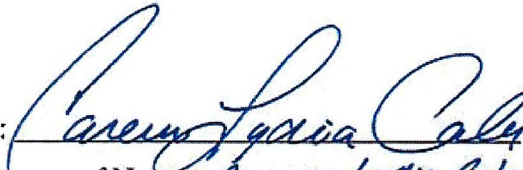
[SIGNATURE PAGE FOLLOWS]

Signed, sealed, and delivered this 23rd day of March, 2026.

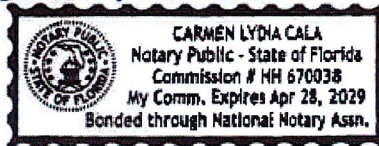
HENSEL PHELPS CONSTRUCTION CO.,
a Delaware general partnership


Print name: GREGORY P. JENNINGS
Title: PROJECT MANAGER

Sworn to and subscribed before me by means of physical presence or online notarization, this 25th day of March, 2026 by Gregory Jennings as Project Manager, of HENSEL PHELPS CONSTRUCTION CO., a Delaware general partnership, on behalf of the partnership, who is personally known to me or produced _____ as identification.

Signature of Notary:  (Seal)
Print, type or stamp name of Notary: Carmen Lydia Cala

Commission Expiration Date: 4/28/29





NOTICE OF COMMENCEMENT

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

PERMIT NUMBER: _____

1. DESCRIPTION OF PROPERTY (Legal description & street address, if available) TAX FOLIO NO. 504212330010
SUBDIVISION Central Beach BLOCK _____ TRACT _____ LOT _____ BLDG _____ UNIT _____
International Swimming Hall of Fame East Building 501 Seabreeze BLVD Fort Lauderdale, FL 33316

2. GENERAL DESCRIPTION OF IMPROVEMENT:
International Swimming Hall of Fame East Building Elevator Decommissioning

3. OWNER INFORMATION: a. Name City of Fort Lauderdale
b. Address 528 NE 2nd Street Fort Lauderdale, FL 33301 c. Interest in property _____
Name and address of fee simple titleholder (if other than Owner) _____

4. CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER:
Hensel Phelps Construction, 6557 Hazeltine National Dr., Orlando, FL 32822

5. SURETY'S NAME, ADDRESS AND PHONE NUMBER AND BOND AMOUNT:
Flood and Peterson, 4687 W 18th St Greely CO 80634, (970) 506 3204

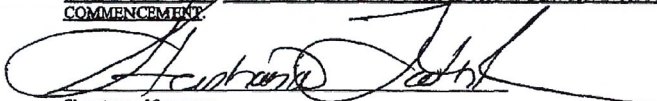
6. LENDER'S NAME, ADDRESS AND PHONE NUMBER:
NA

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7, Florida Statutes:
NAME, ADDRESS AND PHONE NUMBER:
Stephanie Toothaker, Esq., 401 East Las Olas Boulevard, Suite 130-154, Fort Lauderdale, FL 33301

8. In addition to himself or herself, Owner designates the following to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes:
NAME, ADDRESS AND PHONE NUMBER:
NA

9. Expiration date of notice of commencement (the expiration date will be 1 year after the date of recording unless a different date is specified):

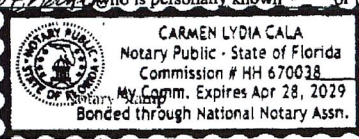
WARNING TO OWNER- ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE OF THE IMPROVEMENT BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

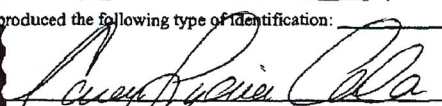

Signature of Owner or
Owner's Authorized Officer/Director/Partner/Manager

STEPHANIE TOOTHAKER AGENT
Print Name and Provide Signatory's Title/Office

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of physical presence or sworn to (or affirmed) by online notarization, this 21st day of August 2025 by Stephanie Toothaker who is personally known or produced the following type of identification: _____
(Name of Signer)




(Signature of Notary Public)

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief (Section 92.525, Florida Statutes).

Rev. 06/2025 (Recording)



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BCS

View Elevator

General Information

Status: Permit Closed
 BC ID Number: 44640 Permit Issue Date: 10/08/2025
 Folio Number: Permit Expiration Date:
 Building Name: HALL OF FAME EXHIBITION CTR
 Building Type: Commercial Residential

Job Location

Address: 1 HALL OF FAME DR,
 FORT LAUDERDALE, FL 33316
 Jurisdiction:
 Legal Description:

Owner

Name: CITY OF FORT LAUDERDALE
 Address: 701 S ANDREWS AVE
 FORT LAUDERDALE, FL 33312

Elevator Information

Permit Type: Demolition
 Type of Elevator: Hydraulic Passenger
 Stories: 2
 Landings: 2
 Capacity (lbs): 2500
 Last Inspection Date: Oct 21, 2025

Permit Applicant

Contractor: ALVAREZ**, DAVID
 Company Name: MAVERICK UNITED ELEVATOR LLC
 Company Address: 4200 SW 54TH AVE
 DAVIE, FL 33314-
 Company Phone Number: (561) 961-9149

Fee Information

Outstanding Fees:

Last Inspected: 10/21/2025

Screen ID: 234



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BCS

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General Information

Status: Permit Closed
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 Folio Number: Permit Expiration Date:
 Building Name: HALL OF FAME EXHIBITION CTR
 Building Type: Commercial Residential

Job Location

Address: 1 HALL OF FAME DR,
FORT LAUDERDALE, FL 33316

Jurisdiction:
Legal Description:

Owner

Name: CITY OF FORT LAUDERDALE
 Address: 701 S ANDREWS AVE
 FORT LAUDERDALE, FL 33312

Elevator Information

Permit Type: Demolition
 Type of Elevator: Hydraulic Passenger
 Stories: 2
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 Capacity (lbs): 2500
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 Company Name: MAVERICK UNITED ELEVATOR LLC
 Company Address: 4200 SW 54TH AVE
 DAVIE, FL 33314-
 Company Phone Number: (561) 961-9149

Fee Information

Outstanding Fees:

Last Inspected: 10/21/2025

Screen ID: 234



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March____, 2026

Hall of Fame Partners, LLC
55 NE 5th Avenue, Suite 501
Boca Raton, Florida 33432

MACQ - Florida II, LLC
The Foundry Building
1055 Thomas Jefferson Street NW, Suite L35
Washington, DC 20007

Wilmington Trust, National Association, as Trustee
of the ISHOF (Fort Lauderdale, FL) Lease-Backed Pass-Through Trust, and its successors and assigns
One Light Street, 14th Floor
Mail Code: MD2-L140
Baltimore, Maryland 21202
Attn: Corporate Trust Department

Dear Sirs:

As the City Attorney for The City of Fort Lauderdale, Florida (the "City"), I am issuing this opinion in connection with (i) that certain First Amendment dated _____, 2026 to the Ground Lease dated October 10, 2024 (the "GL Amendment") between the City, as ground lessor, and Hall of Fame Partners, LLC, a Florida limited liability company ("HOFP"), as ground lessee, (ii) that certain First Amendment dated _____, 2026 to the Master Facilities Lease Agreement dated October 10, 2024 (the "MFL Amendment") between HOFP as facilities landlord and the City, as facilities tenant, and (iii) that certain First Amendment dated _____, 2026 to the Comprehensive Agreement dated October 24, 2023 (the "CA Amendment") between the City and HOFP, regarding the development of certain land located in the City of Fort Lauderdale, Broward County, Florida, which is more particularly described on Exhibit A attached to the Master Facilities Lease. To finance the development, HOFP and MACQ - Florida II, LLC ("MACQ") are entering into certain financing documents with each other and with Wilmington Trust, National Association, as Trustee of the ISHOF (Fort Lauderdale, FL) Lease-Backed Pass-Through Trust (the "Lender"). No opinion is rendered as to any documents other than the GL Amendment, MFL Amendment and the CA Amendment.

1. The City has full power and authority to enter into and perform the GL Amendment, MFL Amendment and the CA Amendment, including appropriating sufficient legally available revenues in its annual budget each fiscal year to satisfy its financial obligations under the Master Facilities Lease, as amended.

2. Each of the GL Amendment, the MFL Amendment and the CA Amendment, have been duly authorized by all necessary action on the part of the City, have been duly executed by the City and delivered and each constitute a legal, valid and binding contract and agreement of the City, each enforceable in accordance with its terms, except as enforceability thereof may be limited by (i) bankruptcy, insolvency, fraudulent conveyance or similar laws

OFFICE OF THE CITY ATTORNEY

1 East Broward Blvd., Suite 1320
Fort Lauderdale, Florida 33301
Telephone (954) 828-5940 Fax (954) 828-5915
www.fortlauderdale.gov



affecting the enforcement of creditors' rights generally, and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3. No approval, consent or withholding of objection on the part of, or registration or qualification with, any governmental body, Federal, state or local, is necessary in connection with the execution and delivery of the GL Amendment, MFL Amendment and the CA Amendment, except the consents that have been received and disclosed to the addressees.

This opinion is being furnished to the addressees set forth above and their respective successors and assigns and this opinion shall not to be used, quoted, relied upon or otherwise referred to by any other person or for any other purposes without our prior written consent, except that this opinion (i) may be reviewed, but not relied upon, by attorneys, accountants, auditors or advisors of the addressees, legal and regulatory authorities and potential purchasers or transferees of the beneficial holders of the financing, (ii) may be relied upon by attorneys in rendering opinions related to the closing of the subject transaction, and (iii) may be relied upon by subsequent holders under the financing as if this opinion were addressed and delivered to such holder on the date hereof.

This opinion speaks as of the date hereof and is based on factual matters in existence as of the date hereof and laws and regulations in effect on the date hereof, and no opinion is rendered except as expressly stated above. I assume no obligation to revise or supplement this opinion should such factual matters change or should such laws or regulations be changed by legislative or regulatory action or judicial decision.

Respectfully submitted,

Shari L. McCartney, City Attorney
City of Fort Lauderdale, Florida

SLM/LS/ss/L-26-17

OFFICE OF THE CITY ATTORNEY

1 East Broward Blvd., Suite 1320
Fort Lauderdale, Florida 33301
Telephone (954) 828-5940 Fax (954) 828-5915
www.fortlauderdale.gov

RENT DIRECTION LETTER

As of [____], 2026

The City of Fort Lauderdale, Florida
101 NE 3rd Ave, Suite 2100
Fort Lauderdale, FL 33301
Attention: City Manager

Re: Master Facilities Lease Agreement, dated as of October 10, 2024 between THE CITY OF FORT LAUDERDALE, FLORIDA, as tenant (“**Tenant**”) and HALL OF FAME PARTNERS, LLC, a Florida limited liability company, as landlord (“**Landlord**”), as amended by that certain First Amendment to Master Facilities Lease Agreement dated as of [____], 2026 (as amended by the First Amendment to Master Facilities Lease Agreement and as the same may be further amended, amended and restated, modified, supplemented or replaced from time to time, the “**Facilities Lease**”)

Ladies and Gentlemen:

Please be advised that, unless and until otherwise instructed in writing by Wilmington Trust, National Association, not in its individual capacity, but solely as Trustee for the registered certificate holders from time to time of the ISHOF (Fort Lauderdale, FL) Lease-Backed Pass-Through Trust (“**Lender**”), beginning on January 1, 2029, you are hereby authorized and directed to make all payments of Base Rent payable to the Landlord under the Facilities Lease directly to Lender by wire transfer in immediately available federal funds to the account specified in **Exhibit A** attached hereto or to such other account as Lender may designate by notice to Tenant at least thirty (30) days prior to the due date of such payment. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in the Lease.

[Balance of page intentionally left blank]

WITNESS the execution hereof as of the date first above written.

LANDLORD:

HALL OF FAME PARTNERS, LLC, a Florida
limited liability company

By: Capital Group P3 Developments of Florida
LLC, a Florida limited liability company

By: Capital Group Ventures LLC, a Florida
limited liability company

By: _____
Name: Mario Caprini
Title: Manager

[Signatures continue on the following pages.]

WITNESS the execution hereof as of the date first above written.

BORROWER:

MACQ - FLORIDA II, LLC, a Delaware limited liability company

By: MACQ Group Holdings, LLC
Its: Manager

By: _____
Name: Jonathan B. Kling
Title: Manager

[Signatures continue on the following pages.]

LENDER:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee of the ISHOF (Fort Lauderdale, FL)
Lease-Backed Pass-Through Trust

By: _____
Name: _____
Title: _____

[Signatures continue on the following pages.]

ACKNOWLEDGED AND AGREED:

THE CITY OF FORT LAUDERDALE, FLORIDA

By: *Rickelle Williams*

Name: Rickelle Williams

Title: City Manager

EXHIBIT A

Designated Account

Bank: M&T Bank

ABA #031100092

Account # 170627-000

Account Name: ISHOF (Fort Lauderdale, FL) Lease-Backed Pass-Through Trust

Attn: Sarah Stokes 410-244-4769