

FIRST AMENDMENT TO COMPREHENSIVE AGREEMENT

THIS FIRST AMENDMENT, made this ___ day of _____, 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 HOF, 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. HOF 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, HOFB 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. HOFB 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 HOFB together with any available applicable grants that may be applied for by either the CITY or HOFB, 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 HOFPP have agreed that in designing and developing each phase, HOFPP 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 HOFPP. HOFPP 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 HOFPP’s Rights and Obligations**, are hereby amended as follows:

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

(k) Financing. HOFPP, 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, HOFPP and/or the CITY may apply for various applicable Grants which may be available from time to time to HOFPP 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-Lease 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, City Manager

ATTEST:

David R. Soloman, City Clerk

**APPROVED AS TO FORM AND LEGAL
CORRECTNESS:**

Shari L. McCartney, City Attorney

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__, by Rickelle Williams as City Manager of the City of Fort Lauderdale, a municipal corporation of Florida.

(NOTARY SEAL)

(Signature of Notary Public – State of Florida)

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 _____ day of _____, 202__, 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 _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this _____ day of _____, 202__, by _____
as Manager of MACQ- Florida II, a Delaware 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]

**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