

**BROOK PARK NEW COMMUNITY AUTHORITY
BOARD OF TRUSTEES**

SPECIAL MEETING

August 10, 2026

10:30 A.M.

Brook Park Community Center
17400 Holland Road
Brook Park, Ohio 44142

AGENDA

- I. Roll Call (TAB #1)
- II. Pledge of Allegiance
- III. Old Business
 - A. Summary of PSL Documents (TAB #2)
 - B. Resolution No. 2026-10 – Resolution authorizing the Brook Park New Community Authority to enter into that certain Seat Rights Marketing, Sales, and Related Services Agreement with Primacy Development, LLC (TAB #3)
- IV. Consideration of Resolutions
 - A. Resolution No. 2026-11 – Resolution authorizing the Brook Park New Community Authority to enter into that certain Cooperative Administrative Services Agreement with the City of Brook Park (*approval not requested at this meeting*) (TAB #4)
 - B. Resolution No. 2026-12 – Resolution authorizing the Brook Park New Community Authority to enter into that certain Reimbursement Agreement with the Primacy Development, LLC (TAB #5)
- V. Other Business
- VI. Next Meeting Date
- VII. Adjournment

BROOK PARK NEW COMMUNITY AUTHORITY
MEMBERS OF THE BOARD OF TRUSTEES

Steven Chapman 4009 Wishing Well Lane, Plano, Texas 75093 (214) 740-3300 schapman@bpnca.org Appointed Developer Representative Serving Initial One (1) Year Term Expiring on July 15, 2027	Gregory Cingle 13659 Settlement Acres, Brook Park, Ohio 44142 (216) 548-5112 gcingle@yahoo.com Appointed Citizen Member Serving Initial Two (2) Year Term Expiring on July 15, 2028
John (“Ted”) Hurst 16683 Crickett Lane, Brook Park, Ohio 44142 (216) 402-7948 tbear1515@aol.com Appointed Citizen Member Serving Initial Two (2) Year Term Expiring on July 15, 2028	David Jenkins 76 Lou Groza Boulevard, Berea, Ohio 44017 (216)-410-8084 djenkins@bpnca.org Appointed Developer Representative Serving Initial Two (2) Year Term Expiring on July 15, 2028
Mary Maykut 13748 Brookhaven Boulevard, Brook Park, Ohio 44142 (216) 970-3163 mmaykut@aol.com Appointed Citizen Member Serving Initial One (1) Year Term Expiring on July 15, 2027	Darrell McNair 925 W Parkway Boulevard, Aurora, 44202 Ohio (330) 540-7129 dmcnair@bpnca.org Appointed Developer Representative Serving Initial One (1) Year Term Expiring on July 15, 2027
Edward A. Orcutt 15458 Ashland Drive, Brook Park, Ohio 44142 (216) 433-1300 eorcutt@cityofbrookpark.com Local Government Representative Serving Initial Two (2) Year Term Expiring on July 15, 2028	Scott Shirai 16291 Shelby Drive, Brook Park, Ohio 44142 (720) 320-0452 scottmshirai@outlook.com Appointed Citizen Member Serving Initial One (1) Year Term Expiring on July 15, 2027
Ted Tywang 76 Lou Groza Boulevard, Berea, Ohio 44017 (440)-824-6245 ttywang@bpnca.org Appointed Developer Representative Serving Initial Two (2) Year Term Expiring on July 15, 2028	

Chair: Edward Orcutt

Vice Chair: Darrell McNair

Secretary: Samantha Rocco

Treasurer: Shannon Welch

Seat Rights Marketing, Sales, and Related Services Agreement

Overview: The agreement appoints Primacy Development, LLC (“Agent”), the new Huntington Bank Field stadium company and an affiliate of Cleveland Browns Football Company LLC, as exclusive agent of the Brook Park New Community Authority (the “NCA”) to market and sell personal seat location rights (“Seat Rights”) for the new multi-purpose stadium (the “Stadium”) in Brook Park, Ohio (the “City”). Seat Rights give purchasers the right to buy season tickets for designated seats at Browns games.

- **Term:** The agreement is effective immediately and runs until the end of the Stadium Lease term. Agent has exclusive rights to market and sell Seat Rights during this period, but after the term ends, NCA retains full control over any future seat licensing arrangements.
- **Seat Rights Proceeds:** All net revenue from Seat Rights sales is dedicated to paying Stadium project costs. Agent must deposit all payments into a segregated “Deposit Account” at Huntington National Bank. Before the Stadium Lease is signed, withdrawals are limited to refunds; afterward, funds must be applied to Stadium project costs, including NCA debt service.
- **NCA Oversight:** NCA (through the Chair) has the right to review and comment on annual marketing plans and budgets before implementation. NCA’s consent is required for certain material matters such as changes to the Deposit Account bank or account number, development of marketing materials, modifications to NCA-protective provisions of Seat Right Agreement forms, and any assignment of Agent’s role. Agent must provide to NCA periodic reports and an annual financial report with respect to Seat Rights sale activity.
- **NCA Financial Protection:** NCA has no obligation to pay any costs except from Seat Rights revenues actually received—NCA is not committing any tax dollars or other public funds. NCA is indemnified by Agent for any claims or damages.
- **Agent’s Obligations:** Agent is responsible for all aspects of the Seat Rights program, including developing marketing plans and materials, soliciting and processing sales, engaging subagents, executing Seat Right Agreements on NCA’s behalf, maintaining accurate records, processing refunds, and delivering periodic reports to NCA.
- **Credit:** Agent will offer holders of personal seat licenses at the Browns’ current stadium a credit toward the purchase of Seat Rights for the Stadium.
- **Compensation:** Agent to be reimbursed for all documented costs included in the approved annual budget, payable solely from Seat Rights revenues. In addition, Agent and its subagents to receive sales commissions based on performance benchmarks to be established before sales begin. All costs and commissions are paid solely from Seat Rights proceeds.
- **Termination:** Either party may terminate if NCA abandons the Stadium project, fails to obtain necessary approvals, or fails to execute the Stadium Lease and related agreements by January 31, 2027 (subject to extension). NCA may also terminate if Agent becomes bankrupt or materially breaches the agreement (with a 30-day cure period for breach). Upon termination before the Stadium Lease is signed, Agent must refund all deposits to Seat Rights purchasers.
- **Insurance:** Agent must maintain comprehensive insurance throughout the term, including: commercial general liability (\$1M per occurrence, \$2M aggregate), business auto liability (\$1M), excess/umbrella coverage (\$50M), and workers’ compensation. NCA must be named as an additional insured on all policies except workers’ compensation. All premiums are reimbursable as Seat Right Costs from sales proceeds.
- **Audit Rights:** NCA has audit rights to inspect Agent’s Seat Rights books and records during the term of the agreement and for five years after.
- **No Personal Liability:** No member, officer, trustee, or employee of NCA shall have personal liability under the agreement.

Form of PSL Agreement

Overview: The agreement establishes the terms under which individuals or entities (“Holders”) can purchase personal seat location rights (“PSLs”) for seats at the Stadium.

What the Holder Receives:

- The right to purchase season tickets for designated seat(s) at the Stadium for all preseason, regular season, and postseason Browns home games (excluding Super Bowls) for the term of the agreement.
- Club or reserved seat holders may be entitled to additional amenities as will be specified in Exhibit D (such amenities are still being finalized by Agent), subject to modification by Agent.

Payment Terms:

- Holders may choose between paying the full PSL fee amount upfront or by paying a down payment followed by installment payments.

Pricing:

- Agent is still finalizing PSL pricing, so the form of agreement does not include specific pricing for the various tiers of PSLs.

Term of Agreement:

- The PSL continues until the earlier of: (i) a termination event described in the agreement (including material violation of Stadium rules and failure to purchase season tickets), and (ii) the 30th anniversary of the commencement of the Stadium Lease.

Key Holder Obligations:

- Holders must purchase season tickets every year by the deadline set by the Browns. Failure to do so results in automatic termination of the PSL.
- Holders must also purchase tickets for any postseason games. Unpaid postseason tickets may result in withholding of future season tickets.
- Holders must comply with all Stadium rules, policies, and applicable laws. Violations by the Holder or their guests may result in PSL termination.

NCA Liability Protections:

- NCA’s payment obligations are limited solely to funds made available by Agent. NCA has not appropriated any separate funds for refunds; the Holder’s sole recourse is the Deposit Account or Agent.
- Prior to execution of the Stadium Lease, NCA may discharge its obligations entirely by assignment to Agent.
- Holders assume all risk for injuries and property damage at the Stadium (except for gross negligence or willful misconduct) and agree to indemnify NCA and other parties from claims arising from their conduct.
- No member, officer, trustee, or employee of NCA shall have personal liability under the agreement.

Key Risks and Limitations:

- A PSL is not a ticket, does not grant admission to games, and is not an ownership interest in the Stadium.
- The Holder must buy season tickets annually.
- Construction of the Stadium and timing of games are not guaranteed.
- Refunds are limited to specified circumstances and sources.
- Failure to pay or buy required tickets can result in forfeiture.
- Transfer rights are restricted.
- Financing terms may include finance charges.
- Claims may be subject to arbitration, class-action limits, and shortened notice periods.

**BOARD OF TRUSTEES
BROOK PARK NEW COMMUNITY AUTHORITY**

The Board of Trustees (the “Board”) of the Brook Park New Community Authority (the “Authority”) met on August 10, 2026 at 10:30 a.m. at 17400 Holland Road, Brook Park, Ohio 44142, with the following members present:

M_. _____ introduced the following resolution and M_. _____ moved its passage:

RESOLUTION NO. 2026-10

A RESOLUTION PROVIDING FOR THE APPROVAL OF THAT CERTAIN
SEAT RIGHTS MARKETING, SALES, AND RELATED SERVICES
AGREEMENT BY AND BETWEEN THE AUTHORITY AND PRIMACY
DEVELOPMENT, LLC

WHEREAS, the Brook Park New Community Authority (the “Authority”) has been created and the Board of Trustees of the Authority (the “Board”) has been appointed pursuant to the authority contained in Ohio Revised Code Chapter 349; and

WHEREAS, Section 349.06(I) of Chapter 349 permits the Authority to enter into contracts and agreements; and

WHEREAS, the Authority seeks to authorize the execution and delivery by the Authority of a Seat Rights Marketing, Sales, and Related Services Agreement (the “Agreement”) by and between the Authority and Primacy Development, LLC, a Delaware limited liability company.

NOW, THEREFORE, BE IT RESOLVED by the Board that:

Section 1. Approval. Either the Chairperson of the Authority or the Vice Chairperson of the Authority shall execute, acknowledge and deliver, in the name of the Authority, the Agreement in substantially the form attached hereto as Exhibit A, and that form is hereby approved, with any changes not substantially adverse to the Authority as may be permitted by the Chapter 349, and the approval of those completions or changes, and that any changes are not substantially adverse to the Authority shall be conclusively evidenced by the execution by either the Chairperson of the Authority or the Vice Chairperson of the Authority of the Agreement. The performance of the Agreement by the Authority and its officers is hereby approved by the Authority. To the extent that any funds are owed by the Authority under the Agreement, those funds are hereby appropriated by the Authority.

Section 2. Other Documents and Further Actions. The Chairperson or Vice Chairperson of the Authority, alone or together, are further authorized and directed to execute any certifications, documents, statements, assignments, agreements, and instruments, and to take such further actions as are necessary or appropriate to effect or consummate the transactions contemplated in the Agreement, so long as such actions are not inconsistent with this resolution, not materially adverse to the Authority, and are permitted by Chapter 349. The determination that such actions and any documents executed pursuant to those actions are not materially adverse to the Authority shall be evidenced conclusively by the taking of those actions or execution of those documents by those officials. All actions taken by the officers and officials of the Authority and of this Board in connection with the Agreement prior to the date of this resolution are hereby ratified and approved.

Section 3. Effective Date. This Resolution shall be in full force and effect immediately upon its passage.

Section 4. Compliance with Open Meeting Law. This Board hereby finds and determines that all formal actions taken relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.

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M. _____ seconded the motion and, after discussion, a roll call vote was taken and the results were:

Voting Aye: _____

Voting Nay: _____

Passed: August 10, 2026

BROOK PARK NEW COMMUNITY
AUTHORITY

Attest: _____
Secretary

Chairperson

CERTIFICATE

The undersigned Secretary of the Board of Trustees of the Brook Park New Community Authority hereby certifies that the foregoing is a true copy of a resolution duly passed by the Board of Trustees of said Authority on August 10, 2026.

Secretary
Brook Park New Community Authority

Exhibit A

Seat Rights Marketing, Sales, and Related Services Agreement

[Attached]

SEAT RIGHTS MARKETING, SALES, AND RELATED SERVICES AGREEMENT

BY AND BETWEEN

BROOK PARK NEW COMMUNITY AUTHORITY

AND

PRIMACY DEVELOPMENT, LLC

DATED AS OF [____], 2026

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SCHEDULES

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EXHIBITS

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EXHIBIT B – INSURANCE REQUIREMENTS

SEAT RIGHTS MARKETING, SALES, AND RELATED SERVICES AGREEMENT

This **SEAT RIGHTS MARKETING, SALES, AND RELATED SERVICES AGREEMENT** (this “Agreement”) is made as of the [__] day of [____], 2026, by and between the BROOK PARK NEW COMMUNITY AUTHORITY, a new community authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State of Ohio (“NCA”), and PRIMACY DEVELOPMENT, LLC, a Delaware limited liability company (“StadCo”).

RECITALS

A. StadCo is an entity under common control with Cleveland Browns Football Company LLC, a Delaware limited liability company (“TeamCo”), which owns and operates the Cleveland Browns (the “Team”), a professional football franchise that is a member of the National Football League (together with any successor, the “NFL”).

B. Pursuant to Ohio Revised Code Chapter 349 (the “NCA Act”), NCA has been created by the City of Brook Park, Ohio (the “City”) to, among other purposes, finance, develop, construct and own a multi-purpose stadium and related infrastructure as a venue for the Team in northeast Ohio (the “Stadium”) as a “community facility” in accordance with the NCA Act.

C. NCA possesses the sole and exclusive right to sell, license or transfer personal seat location rights (each, a “Seat Right” and collectively, “Seat Rights”) with respect to any and all of the manifested seats to be located in the Stadium (i.e., seats available and intended for sale to the general public, which in any event shall exclude any seats, suites, or suite access rights available to the City of Brook Park or the NCA pursuant to the Stadium Lease) (the “Available Seats”) for pre-season games, regular season games and post-season games played by the Team in the Stadium (excluding the Super Bowl) (collectively, “Team Games”) and other events such as concerts or civic events (together with Team Games, “Stadium Events”). The net proceeds from the sale of Seat Rights shall be unequivocally dedicated by NCA to the project costs relating to the construction of the Stadium (including payment of debt service with respect to financed construction costs), as and to the extent more fully set forth herein. Except to the extent paid or reimbursed from proceeds of sales of Seat Rights as Seat Right Costs (as such term is defined below) pursuant to a Seat Right Budget (as such term is defined below), the costs and expenses associated with implementation and administration of the Seat Rights program are intended to be borne solely by Seat Right Agent.

D. The Parties (as defined below) intend and understand that, as further provided in Section 6.1 of this Agreement, any costs or expenses associated with the Seat Right program provided for herein shall be funded by, and shall be payable solely from, the proceeds of sales of the Seat Rights to Seat Right Holders (as such term is defined below), and from no other source.

E. In accordance with the NCA Act, NCA wishes to engage StadCo as its sole contractor for the marketing and sales of Seat Rights and for the related services specified herein.

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

ARTICLE I DEFINITIONS

Section 1.1 Defined Terms. Capitalized terms used in this Agreement shall have the meanings set forth in Schedule 1 to this Agreement, except where otherwise stated. Schedule 1 also contains rules of usage applicable to this Agreement.

ARTICLE II APPOINTMENT OF AGENT; SCOPE OF SERVICES

Section 2.1 Appointment of StadCo as Seat Right Agent. Subject to the terms of this Agreement, NCA hereby appoints StadCo, during the Seat Right Term (as defined herein), as NCA's exclusive agent (in such capacity, the "Seat Right Agent"), with the right to appoint qualified subagents pursuant to the terms hereof (each, a "Subagent"), and to have the sole and exclusive rights with respect to the marketing of (including, without limitation, the determination of the Available Seats manifest), solicitation of orders for, and, subject to Article IV, sales of Seat Rights and the execution and delivery of Seat Right Agreements as provided in Section 2.4 of this Agreement. In the event that a Seat Right shall terminate during the Seat Right Term due to a default by the Seat Right Holder under the applicable Seat Right Agreement, the Seat Right Agent shall use commercially reasonable efforts to sell, or cause to be sold, a new Seat Right with respect to the applicable Available Seat (each such new Seat Right, a "Replacement Seat Right"). Following the conclusion of the Seat Right Term, upon termination or expiration of any Seat Right, including upon the full performance of any Seat Right Agreement, the NCA as the owner of the Stadium shall retain the sole and exclusive right to enter into additional Seat Right Agreements to provide for the sale, license or other transfer of Seat Rights with respect to the relevant seats in the Stadium and StadCo and its Subagents shall not have authority with respect to such Seat Rights.

Section 2.2 Efforts; Marketing Plan. During the Seat Right Term, the Seat Right Agent shall market, solicit orders for, and, subject to Article IV, sell Seat Rights in accordance with the applicable Marketing Plan (as defined below). In particular, the Seat Right Agent shall be responsible for the following:

(a) the Seat Right Agent shall, or shall cause its Subagent to, on an annual basis on or before [January 1st] of the relevant year, develop a plan for the marketing and promotion of Seat Rights for each calendar year during the Seat Right Term (each, a "Marketing Plan"); provided that, with respect to the first calendar year (or any remaining portion thereof) of the Seat Right Term, the Seat Right Agent shall develop a Marketing Plan within ninety (90) days after the Effective Date; and provided further that prior to implementation of a Marketing Plan, the NCA shall have the right to review and provide comment with respect to each Marketing Plan, which review and comment shall be completed by NCA in a timely manner; and

(b) the Seat Right Agent shall, or shall cause its Subagent to, establish a marketing and sales center for use with respect to the Seat Right Agent's rights and obligations under this Agreement, to be located at or adjacent to the CrossCountry Mortgage Campus, 76 Lou Groza Blvd., Berea, Ohio 44017.

Neither the Seat Right Agent nor any Subagent nor TeamCo shall make any promises or commitments on behalf of NCA or act in any way that suggests it has authority to bind NCA (other than the Seat Right Agent, if and to the extent acting in its limited capacity as the Seat Right Agent pursuant to the terms of this Agreement (if applicable)). Subject to Article IV and Section 6.1 of this Agreement, Seat Right Revenues shall be used to pay or reimburse the Seat Right Agent for all of the documented costs and expenses incurred in connection with the marketing of, solicitation of orders for, and, subject to Article IV, sales of Seat Rights, and the execution and delivery of Seat Right Agreements, in each case as Seat Right Costs to the extent such are included in the Seat Right Budget, including costs and expenses relating to the preparation of each Marketing Plan and to the establishment, maintenance, and security of the Deposit Account (as defined below). Except to the extent paid or reimbursed from proceeds of sales of Seat Rights as Seat Right Costs pursuant to a Seat Right Budget, Seat Right Agent shall be solely responsible for all costs and expenses associated with implementation and administration of Seat Rights and the associated program. Except as described in the immediately preceding sentence, the NCA shall not be responsible for costs or expenses associated with the sale, tracking, or transfer of Seat Rights.

Section 2.3 Provision of Technical and Professional Services. The Seat Right Agent shall be responsible for furnishing or causing to be furnished all technical, administrative, and professional services, including labor, material, equipment, transportation, supervision, record keeping, and operational expertise to satisfactorily complete the work required under this Agreement at no risk to NCA.

Section 2.4 Seat Right Agreements

(a) The Seat Right Agent shall develop standardized forms of contracts for the sale of Seat Rights (each such contract, a "Seat Right Agreement"), the initial form of which is attached hereto as Exhibit A. Any additional or subsequent form of Seat Right Agreement shall be submitted to NCA for review and comment, (i) which review and comment shall be completed by NCA in a timely manner, and (ii) which commentary shall be given due consideration by the Seat Right Agent. If, after the Seat Right Agent has given due consideration to such NCA commentary, NCA reasonably believes that any terms or conditions of such additional or subsequent form of Seat Right Agreement do not comply with this Agreement, the Parties shall negotiate in good faith with respect to such terms or conditions and, if they cannot resolve any remaining disagreement by negotiation, shall follow the procedures set forth in Section 14.19. Notwithstanding the immediately preceding two sentences, to the extent that any additional or subsequent form of Seat Right Agreement shall modify (i) the provisions limiting the liability of NCA, (ii) the obligations of NCA thereunder, (iii) the refund procedures, (iv) the arbitration, waiver, class action, or dispute resolution-provisions, or (v) the privacy, confidentiality, or public-records disclosure provisions, then such form of Seat Right Agreement shall be subject to the Consent of NCA. Each Seat Right Agreement shall provide, among other things, (i) that any Seat Right related to such Seat Right Agreement does not grant to or provide the Seat Right Holder

with any real property right, nor does it grant or provide any ownership or other equity interest in the Stadium; (ii) for a release and indemnification of StadCo, TeamCo, and NCA and their elected officials, appointed officials, board members, volunteers, directors, officers, employees, agents, and attorneys from and against any liability, losses, claims, demands, costs and expenses, including attorneys' fees and litigation expenses, arising out of any personal injury or property damage occurring in or upon the Stadium or within the NCA's new community district in connection with the Seat Right Holder's use of any applicable Seat Right; (iii) that the Seat Right Agent or a Subagent executes and delivers such Seat Right Agreement as the authorized sales agent on behalf of NCA (and not as principal), but only if such executed Seat Right Agreement is in substantially the form attached hereto as Exhibit A or otherwise complies with this Section 2.4(a); (iv) that the interest of NCA in such Seat Right Agreement and revenues associated therewith may from time to time be sold, transferred or otherwise assigned (whether outright or for collateral purposes) by the NCA to one or more third parties, including any lenders directly or indirectly providing financing for the construction of the Stadium; (v) that the rights under any applicable Seat Right Agreement will not extend beyond the expiration or earlier termination of the Lease Term (as defined below); (vi) that the Seat Right Agent, and not NCA, will be responsible for processing all refunds due to any Seat Right Holder; and (vii) that NCA will not be liable for monetary damages thereunder for any reason, including an actual or alleged nonperformance by any Person, including NCA. NCA hereby acknowledges and agrees that the Seat Right Agent may incentivize sales of Seat Rights by offering holders of personal seat licenses at the Team's current stadium a discount or credit toward the purchase of Seat Rights for the Stadium.

(b) To the extent the Seat Right Agent has received a deposit from a prospective Seat Right Holder prior to the execution of the relevant Seat Right Agreement by the Seat Right Agent (on behalf of NCA), the Seat Right Agent shall cause such deposit to be held in the Deposit Account until the later of (i) the execution and delivery of such Seat Right Agreement by the Seat Right Agent (on behalf of NCA), and (ii) the Definitive Document Date (as defined below).

(c) The Seat Right Agent shall timely and fully perform and comply with all material provisions, covenants, and other promises required to be observed by it under the Seat Right Agreements in accordance with commercially reasonable standards. Except to the extent expressly contemplated by any Seat Right Agreement, the Seat Right Agent shall not extend, amend, forgive, discharge, compromise, cancel or otherwise modify the terms of such Seat Right Agreement without the Consent of NCA.

(d) The Seat Right Agent shall maintain and implement administrative and operating procedures (including an ability to recreate records evidencing Seat Right Agreements in the event of the destruction of the originals thereof), and keep and maintain all documents, books, digital and electronic records, and other information reasonably necessary or advisable for the collection of all Seat Right Revenues (including records adequate to permit the daily identification of Seat Right Revenues and all collections with respect to Seat Right Revenues). The Seat Right Agent shall give prompt notice to NCA of any material change in its administrative and operating procedures referred to in the previous sentence. The Seat Right Agent shall provide NCA with copies of the standardized forms of Seat Right Agreements as they are from time to time developed and amended. The Seat Rights Agent acknowledges and agrees that all Seat Right

Agreements and records maintained by the Seat Right Agent, in its capacity as Seat Rights Agent of the NCA under this Agreement and within the scope of its duties and obligations under this Agreement, are public records unless exempted from disclosure under Ohio's Public Records Law (Ohio Revised Code Section 149.43); provided, however, (a) for clarity, such acknowledgement and agreement does not represent a waiver by Seat Right Agent of any exemption from the Ohio Public Records Law disclosure requirements, including, but not limited to, the following: trade secrets and economic development project information (Ohio Revised Code Sections 122.36 and 1333.61 *et seq.*); tax returns and related information (Ohio Revised Code Sections 718.13, 5703.21, 5711.101); records deemed confidential under other state or federal law (Ohio Revised Code Section 149.43(A)(1)(v)); internet access to social security numbers (Ohio Revised Code Section 149.45); and certain financial information (Ohio Revised Code Section 122.75); and (b) the NCA acknowledges that Seat Right Agent considers all of the following to be confidential and trade secrets or otherwise exempt from disclosure under Ohio Public Records Laws: (i) all Seat Right Agreements and agreements with subagents; (ii) any pricing or other financial terms included in the Seat Rights Agreements; and (iii) all purchaser names or lists of purchaser names (collectively, "Protected Seat Right Agreements and Information"). NCA and Seat Right Agent shall work cooperatively to ensure that any such Protected Seat Right Agreements and Information are not disclosed and remain confidential to the extent exempted from the disclosure requirements under the Ohio Public Records Law and this Agreement. In furtherance, if the NCA receives a public records request for any Protected Seat Right Agreement and Information, then the NCA shall advise the requestor that the records requested are considered to contain trade secret information, and shall promptly notify Seat Right Agent of the request. Thereafter, Seat Right Agent shall have sole responsibility for initiating or defending such legal action as it deems necessary to prevent public disclosure of such information, and shall pay all costs and expenses associated therewith, including any legal fees, expenses or other damages incurred by the NCA.

(e) The Seat Right Agent shall deliver to NCA quarterly reports setting forth the following: (i) the Seat Rights sold; (ii) a forecast for the Seat Rights to be sold; (iii) the amount of gross proceeds from sales of the Seat Rights collected; (iv) the aggregate Commission Costs paid; (v) the aggregate Seat Right Costs other than Commission Costs; (vi) the amount of net proceeds from the sales of Seat Rights collected; (vii) a copy of all executed Seat Right Agreements; (viii) any material information (excluding, however, any personally identifiable information) regarding any defaults, delinquencies, enforcement actions, or remedies regarding any Seat Rights or Seat Right Agreements; and (ix) any information, documents, records or reports with respect to Seat Right Revenues and Seat Right Agreements that NCA may request in its reasonable discretion. The Seat Right Agent shall also prepare a comprehensive annual financial report relating to the Seat Right Agreements and the Seat Right Revenues, which report shall be delivered to NCA within one hundred eighty (180) days after [January 1st] of each year. The Seat Right Agent shall prepare on behalf of NCA quarterly revenue and expense statements relating to the Seat Right Agreements and the Seat Right Revenues, which statements shall be delivered to NCA within sixty (60) days after the end of each calendar quarter.

Section 2.5 Marketing Materials. The Seat Right Agent shall develop marketing materials for distribution to potential Seat Right Holders (the "Marketing Materials"). All Marketing Materials shall be submitted by the Seat Right Agent to NCA for review, comment, and

Consent before use, which review, comment, and Consent shall be completed by NCA in a timely manner. NCA shall own all right, title, and interest in and to the Marketing Materials, including all copyrights appurtenant thereto but excluding any rights in or to any Team IP, and the Seat Right Agent hereby assigns all right, title, and interest in and to the Marketing Materials to NCA including all intellectual property rights therein but expressly excluding any Team IP. NCA hereby grants to StadCo, in its capacity as the Seat Right Agent, the exclusive right, during the Seat Right Term, to use the Marketing Materials in connection with its marketing and sale of the Seat Rights and in accordance with this Agreement.

Section 2.6 Standard of Performance. The Seat Right Agent and each Subagent will perform all services under this Agreement in accordance with Applicable Law. As further provided in Section 7.1, the Seat Right Agent has the right to utilize any Subagent(s) to carry out its functions, rights and obligations under this Agreement (subject to the provisions of Section 7.1 regarding the responsibility of the Seat Right Agent for its Subagents), and all such Subagents shall comply with all applicable terms and conditions of this Agreement, and the utilization of Subagents by the Seat Right Agent shall not release the Seat Right Agent from any obligations under this Agreement.

Section 2.7 Representations and Warranties of StadCo. StadCo makes the following representations and warranties on the date hereof:

(a) Organization and Good Standing. StadCo is a Delaware limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware and is registered as a foreign limited liability company authorized to conduct its business in Ohio. StadCo has the organizational power and authority to execute, deliver, and perform its obligations under this Agreement and to own its property and conduct its business as such properties are presently owned and as such business is presently conducted.

(b) Due Authorization. The execution, delivery, and performance of this Agreement have been duly authorized by StadCo by all necessary organizational action on the part of StadCo.

(c) Binding Obligation. This Agreement has been duly executed and delivered by StadCo and constitutes a legal, valid, and binding obligation of StadCo enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting enforcement of creditor's rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in law or at equity).

(d) Governing Documents. The execution, delivery, and performance of this Agreement by StadCo does not and will not result in or cause a violation or breach of, or conflict with, any provision of its articles of organization, operating agreement or other governing documents, or the NFL Rules and Regulations.

(e) No Violation. Neither the consummation of the transactions contemplated by this Agreement nor the fulfillment of the terms hereof conflict in any material way with, result

in any material breach by StadCo of any of the material terms and provisions of, or constitutes (with or without notice or lapse of time) a material default by StadCo under any indenture, agreement or other instrument to which StadCo is a party or by which it shall be bound; nor violate, to StadCo's knowledge, any law, order, rule or regulation applicable to StadCo of any court or of any federal or state regulatory body, administrative agency or other federal or state instrumentality having jurisdiction over StadCo that would reasonably be expected to have a material adverse effect.

(f) No Proceedings. There are no material proceedings or investigations pending or, to StadCo's knowledge, threatened against StadCo before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over StadCo: (i) asserting the invalidity of this Agreement; (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement; or (iii) seeking any determination or ruling that would materially and adversely affect the validity or enforceability of this Agreement.

(g) No Consents. No consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body is required for the consummation of the transactions contemplated by this Agreement, except for those which have been obtained and are in full force and effect.

(h) Approval by NFL. The NFL has taken all currently necessary action under the NFL Rules and Regulations to approve the terms of this Agreement.

(i) No Indebtedness. Prior to the execution and effectiveness of the Stadium Lease Agreement, (i) the Seat Right Agreements will not cause the NCA to incur a bond, note, or other legal indebtedness, and (ii) any obligations of the NCA under this Agreement or under the Seat Right Agreements can be discharged by termination by the NCA or assignment of the NCA's obligations under such agreements to StadCo pursuant to Article VII of this Agreement.

Section 2.8 Representations and Warranties of NCA. NCA makes the following representations and warranties on the date hereof:

(a) Organization. NCA is a community authority, duly organized and validly existing under and by virtue of the provisions of the laws of the State of Ohio. NCA possesses full and adequate power and authority to own, operate, and lease its properties, and to carry on and conduct its business as it is currently being conducted.

(b) Authorization. NCA has the full right, power, and authority to execute and deliver this Agreement and to perform and satisfy its obligations and duties hereunder. The execution, delivery, and performance of this Agreement by NCA have been duly and fully authorized and approved by all necessary and appropriate action, and a true, complete, and certified copy of the authorizing resolutions has been delivered to StadCo. This Agreement has been duly executed and delivered by NCA. The individuals executing and delivering this Agreement on behalf of NCA have all requisite power and authority to execute and deliver the same and to bind NCA hereunder.

(c) Binding Obligation and Enforcement. Assuming execution of this Agreement by StadCo, this Agreement constitutes legal, valid, and binding obligations of NCA, enforceable against NCA in accordance with its terms. NCA will do all things in its power in order to maintain its existence.

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

(e) Law. The execution, delivery, and performance of this Agreement by NCA does not and will not result in or cause a violation or breach of, or conflict with, Applicable Law and will not have a material adverse effect on NCA's ability to perform and satisfy its obligations and duties hereunder. All actions and determinations required to be taken or made by NCA prior to the Effective Date have been taken or made.

(f) Contracts; No Conflict. The execution, delivery, and performance of this Agreement by NCA does not and will not result in or cause a violation or breach of, conflict with, constitute a default under any agreement, contract, understanding, instrument, mortgage, lease, indenture, document or other obligation to which NCA is a party or by which NCA or any of its properties or assets are bound which will have a material adverse effect on NCA's ability to perform and satisfy its obligations and duties hereunder.

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

Section 2.9 Acknowledgments. NCA and StadCo shall unequivocally dedicate all revenues from the sale of Seat Rights (for the avoidance of doubt, net of Seat Right Costs) to the costs of the Stadium construction project (including payment of debt service with respect to financed construction costs). StadCo shall honor the rights of the holders of Seat Rights during the term of such Seat Rights, including a requirement that StadCo offer (or cause TeamCo to offer) tickets and other amenities to the holders of valid Seat Rights, as will be more particularly provided in the Seat Right Agreements.

Section 2.10 TeamCo License. StadCo shall cause TeamCo to enter into a license agreement with any applicable Subagent(s), pursuant to which TeamCo will authorize such Subagent(s), at no cost to the Subagent(s) and on such other terms and conditions as determined by TeamCo (including provisions regarding confidentiality and protection of trade secrets), to utilize in connection with the marketing and sales of Seat Rights (i) a list of TeamCo's current season ticket holders and the wait list of potential season ticket holders to allow such Subagent(s) to promote the sale of Seat Rights to those individuals consistent with the Marketing Plan, and (ii) certain of TeamCo's logos, designs, trademarks, trade names, and service marks.

Section 2.11 Liability of NCA. All covenants, obligations, and agreements of NCA contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of NCA or the Legislative Authority in other than his or her official capacity; and none of the members of the Legislative Authority, nor any official executing this Agreement, shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the covenants, obligations, or agreements of NCA contained in this Agreement.

Notwithstanding any other provision of this Agreement, NCA's payment obligations under this Agreement are limited to monies made available to the NCA from the Seat Right Agent as Seat Right Revenues pursuant to this Agreement, and none of StadCo, TeamCo nor any other person has the right to have taxes, excises, community development charges, or other funds that may be available to, levied by, or charged by the NCA for the payment of any Seat Right Costs or any other costs or interest thereon by virtue of this Agreement.

Prior to the execution and effectiveness of the Stadium Lease Agreement, the NCA reserves the right to discharge its obligations under this Agreement by termination of this Agreement or assignment to the Seat Right Agent, and in the event of any such termination or assignment by the NCA, the NCA shall have no payment or performance obligations under this Agreement and all such obligations shall be paid or performed by the Seat Right Agent.

ARTICLE III

TERM OF AGREEMENT; TERMINATION

Section 3.1 Term of Agreement. This Agreement, including the rights, duties and obligations established hereby, is effective as of the date hereof (the "Effective Date") and expires at the end of the term (the "Lease Term") of the Stadium Lease Agreement, unless this Agreement is earlier terminated as set forth herein (the "Seat Right Term"). Promptly following the completion of the Seat Right Term, the Seat Right Agent shall submit to NCA a final report on the Seat Right sales program, including the information set forth in Section 2.4(e) and such other information as NCA may reasonably request.

Section 3.2 Basis for Termination. This Agreement shall terminate at any time during the Seat Right Term:

- (a) upon the mutual written agreement of the Parties;
- (b) upon election of NCA or Seat Right Agent, if NCA abandons its efforts to develop the Stadium, including, without limitation, because of failure to obtain all necessary governmental or other required approvals, because of failure to execute and deliver the Stadium Lease Agreement and any agreements required by the Stadium Lease Agreement to be executed and delivered simultaneously therewith (the "Definitive Documents") with StadCo by January 31, 2027 (or such later date as determined by the Seat Right Agent in its sole discretion), or because of failure to obtain all necessary construction financing; and upon either Party having actual knowledge of any of the facts described in this Section 3.2(b), such Party shall promptly notify the

other Party of such facts and its desire to terminate this Agreement pursuant to this Section 3.2(b); or

(c) by NCA, upon (i) the adjudication of the Seat Right Agent as bankrupt, or the Seat Right Agent suffering permanent or temporary court-appointed receivership of all or substantially all of its property or assets, (ii) the Seat Right Agent making a general assignment for the benefit of creditors, (iii) the Seat Right Agent filing a voluntary bankruptcy petition, (iv) the Seat Right Agent suffering the filing of an involuntary bankruptcy petition that is not dismissed within ninety (90) days after filing, in which case termination shall be effective thirty (30) days after notice is given of such intent to terminate, or (v) the material breach of this Agreement by StadCo, which breach is not cured within thirty (30) days after StadCo receives notice of such breach in writing from NCA.

Section 3.3 Effect of Termination.

(a) Prior to the execution and effectiveness of the Stadium Lease Agreement, the NCA reserves the right to discharge its obligations under this Agreement by termination in accordance with that certain Petition for the Organization of the Brook Park New Community Authority, dated June 12, 2026 (the "Petition"), and this Agreement. Following the execution and effectiveness of the Stadium Lease Agreement, upon any termination or expiration of this Agreement, for whatever reason, then, in any such case, (i) except as otherwise expressly set forth herein, the NCA shall have no payment or performance obligations under this Agreement, (ii) all rights of the Seat Right Agent hereunder regarding the Seat Rights and the use of the Marketing Materials shall automatically terminate and automatically revert to the NCA, effective as of such time, and the Seat Right Agent shall have no further rights thereto under the terms of this Agreement.

(b) The termination or expiration of this Agreement shall not release or relieve any Party from any duties, obligations or liabilities incurred prior to or as a result of such termination or expiration.

(c) Upon any termination or expiration of this Agreement, the Seat Right Agent shall provide to NCA a copy of all Seat Right Agreements that have not already been delivered to NCA.

(d) If any termination of this Agreement occurs pursuant to Section 3.2(b), (i) the Seat Right Agent shall promptly refund from the Deposit Account (as defined below) all deposits and other payments made by Seat Rights Holders and (ii) any license entered into pursuant to Section 2.10 shall terminate immediately and automatically upon the termination of this Agreement.

(e) Following the execution and effectiveness of the Stadium Lease Agreement, notwithstanding any termination or expiration of this Agreement, the provisions of Articles IV (to the extent amounts are due), VI, VIII, X, XII and XIII and Sections 2.6, 3.3, and 14.19 shall survive any such termination or expiration of this Agreement.

ARTICLE IV SEAT RIGHT PROCEEDS

Section 4.1 Payments. During the Seat Right Term, the Seat Right Agent is authorized to enter into Seat Right Agreements with prospective Seat Right Holders on behalf of NCA so long as such Seat Right Agreements comply with the requirements of Section 2.4 hereof, and to process payments in connection therewith. The Seat Right Agent is authorized to accept deposits made by prospective Seat Right Holders to secure the right to purchase Seat Rights and any other payments made in connection with the sale of Seat Rights. The Seat Right Agent shall establish a segregated account in its name (the “Deposit Account”) to receive all such deposits and other payments, including prior to the date on which the Definitive Documents have been executed and delivered by each of the applicable parties thereto (the date of such execution and delivery, “Definitive Document Date”).

(a) Prior to the Definitive Document Date, withdrawals or disbursements of funds from the Deposit Account shall be made by the Seat Right Agent only to refund deposits, in whole or in part, to prospective Seat Right Holders if such Seat Rights are not conveyed in accordance with the terms of the applicable Seat Rights Agreements or in accordance with this Agreement.

(b) On and after the Definitive Document Date, funds from the Deposit Account may be withdrawn or disbursed (i) to refund deposits, in whole or in part, to prospective Seat Right Holders, (ii) to reimburse the Seat Right Agent and its Subagents for any Seat Right Costs that are permitted to be reimbursed pursuant to this Agreement, and (iii) to be remitted to NCA to be applied by NCA to pay or reimburse costs of the construction of the Stadium (including payment of debt service with respect to financed construction costs). All Seat Right Revenues (for the avoidance of doubt, net of the Seat Right Costs) are unequivocally dedicated to the project costs relating to the construction of the Stadium (including payment of debt service with respect to financed construction costs) and shall be deemed to have been appropriated to pay the NCA’s obligations under this Agreement.

(c) The Seat Right Agent shall maintain an accurate accounting and records of all Seat Right deposits and sales, and, following the Definitive Document Date, shall regularly and periodically provide copies of all accounting and records to the NCA Treasurer and its designees.

Section 4.2 Deposit Account. The Deposit Account shall be established by the Seat Right Agent on behalf of NCA at [the Huntington National Bank], and the Seat Right Agent shall not change the bank or account number of the Deposit Account without the Consent of NCA. The Seat Right Agent shall institute procedures designed to reasonably assure NCA that all deposits accepted by the Seat Right Agent are deposited into the Deposit Account and are properly accounted for and maintained in accordance with this Agreement. Promptly following the Definitive Document Date, the Seat Right Agent shall provide to NCA the Seat Right Agent’s books and records with respect to all Seat Rights deposits and sales that have occurred on or prior to the Definitive Document Date. All costs of establishing, maintaining and securing the Deposit Account shall be Seat Right Costs. Within fifteen (15) days following the end of each calendar

month, the Seat Right Agent shall deliver directly to the Treasurer of NCA copies of all monthly bank statements relating to the Deposit Account.

Section 4.3 Operational Risk Notifications. The Seat Right Agent shall promptly notify the NCA in writing of any material account irregularity, suspected fraud, cybersecurity incident affecting payment processing, material payment processor outage, or material processing interruption.

Section 4.4 No Liens. The Seat Right Agent shall not sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any Lien upon (or grant the right to file any financing statement against), or with respect to, (a) the Deposit Account or (b) any payments due under the Seat Right Agreements, or, in either case, assign any right to receive income in respect thereof, except as expressly allowed herein.

Section 4.5 No General Liability of NCA. The NCA has not appropriated any funds to refund deposits under this Agreement and the sole recourse of any Seat Right Holder for any refund shall be to seek funds (i) held in the Deposit Account and available therefor, and (ii) otherwise, from the Seat Right Agent in accordance with the applicable Seat Right Agreement.

ARTICLE V BUDGET

Section 5.1 Seat Right Budget. Following the Effective Date of this Agreement, the Seat Right Agent shall promptly prepare a budget, on an annual basis on or before [January 1st] of each year during the Seat Right Term, for the costs and expenses incurred in the performance of the marketing and sale of Seat Rights during such year (each, a “Seat Right Budget”). The Seat Right Agent will submit each proposed Seat Right Budget to NCA for review and comment, (i) which review and comment shall be completed by NCA in a timely manner, and (ii) which feedback shall be given due consideration by the Seat Right Agent. If, after the Seat Right Agent has given due consideration to such NCA feedback, NCA reasonably believes that any components of such Seat Right Budget do not comply with this Agreement, the Parties shall negotiate in good faith with respect to such components and, if they cannot resolve any remaining disagreement by negotiation, shall follow the procedures set forth in Section 14.19. Subject to Section 4.1, NCA shall reimburse the Seat Right Agent and its Subagents for all documented costs and expenses incurred in connection with the sale of Seat Rights, included in the Seat Right Budget (which, for the avoidance of doubt, shall constitute Seat Right Costs (as defined below)), including, subject to the limitations provided for in Section 6.1, all of the costs and expenses incurred in connection with the preparation of each Seat Right Budget. Each Seat Right Budget shall include the salaries of dedicated personnel who are performing services under this Agreement on behalf of Seat Right Agent. Only the costs and expenses incurred by the Seat Right Agent with respect to the marketing and sale of Seat Rights shall be (i) included in the applicable Seat Right Budget and (ii) as incurred, reimbursable as Seat Right costs and expenses to the extent included in the Seat Right Budget (“Seat Right Costs”), pursuant to, and subject in any event to the limitations provided in, Section 6.1. All Seat Rights Costs, including payments to Affiliates of the Seat Right Agent, shall be commercially reasonable and incurred on arms-length terms. With prior written notice to the NCA

with respect to any material updates to a Seat Right Budget (if any), the Seat Right Agent may update or revise a Seat Right Budget as circumstances warrant.

ARTICLE VI COMPENSATION AND PAYMENT

Section 6.1 Cost Reimbursement. NCA shall reimburse the Seat Right Agent and its Subagents for all documented Seat Right Costs included in the Seat Right Budget. The Seat Right Agent shall compile and submit to NCA copies of receipts and other documentation supporting the Seat Right Costs incurred by the Seat Right Agent or its Subagents in performing services under this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the obligations of NCA under this Section 6.1 and Section 6.2 and for all Seat Right Costs in this Agreement otherwise required to be paid by NCA pursuant to the terms of this Agreement shall be payable solely from, and the source of payments of such obligations shall in any event be limited to, the aggregate of the applicable amounts paid by the Seat Right Holders under the Seat Right Agreements constituting Seat Right Revenues to the extent, and only to the extent, such Seat Right Revenues are actually received by or on behalf of NCA, and NCA shall otherwise have no liability for any Seat Right Costs hereunder.

Section 6.2 Commission Costs. As a component of the reimbursement of the Seat Right Costs incurred by the Seat Right Agent and its Subagents pursuant to Section 6.1, the Seat Right Agent and its Subagents, as applicable, will be reimbursed for commissions for the sales of Seat Rights (the “Commission Costs”), as determined pursuant to this Section 6.2. Payment of the Commission Costs earned hereunder shall be based on the attainment of certain performance benchmarks by the Seat Right Agent or its Subagents. Prior to the commencement of Seat Right sales, the Seat Right Agent shall enter into agreements with each Subagent to establish performance benchmarks on which to base the payment of all or a portion of the Commission Costs to be received by such Subagent. Such performance benchmarks should take into account the applicable Seat Right pricing structure, prepayments and other factors and may be adjusted by the Seat Right Agent and such Subagent from time to time.

ARTICLE VII ASSIGNMENT AND SUBCONTRACTING OF AGREEMENT

Section 7.1 StadCo. Except in connection with any assignment StadCo is permitted to make of the Stadium Lease Agreement, StadCo may not assign, transfer or otherwise dispose of any of its rights or duties hereunder without the Consent of NCA; provided, however that nothing in this Agreement shall prevent the Seat Right Agent from utilizing the services of such Subagents as it deems reasonably appropriate to perform its obligations under this Agreement; provided, further that the Seat Right Agent shall require its Subagents to comply with all applicable terms and conditions of this Agreement in providing such services. The Seat Right Agent shall be wholly responsible for the acts and omissions of any Subagents, and use of such Subagents shall not relieve the Seat Right Agent of any of its obligations under this Agreement. In each such case of an assignment permitted under this Agreement, StadCo shall furnish the executed assignment and assumption agreement for such transaction to NCA, and the assignee therein shall, from and after the effectiveness of such assignment and assumption agreement, be a party to this Agreement as

successor to StadCo, and StadCo shall, to the extent so assigned and assumed, be released from its obligations under this Agreement relating to periods after such assignment. Notwithstanding any such assignment and assumption transactions, the assignor shall continue to be entitled to the benefits of Sections 12.1 and 13.1 with respect to facts and circumstances occurring prior to the effective date of such assignment and assumption.

Section 7.2 NCA. NCA may not assign or transfer any of its rights or duties hereunder without the prior written consent of StadCo. Notwithstanding the foregoing, (i) prior to the execution and effectiveness of the Stadium Lease Agreement, the rights and duties of NCA under this Agreement may be discharged by it in accordance with the Petition, and (ii) such rights and duties shall be discharged if the NCA is dissolved pursuant to legislative action taken by the City in accordance with the Petition. Upon such discharge, all obligations associated with this Agreement, Seat Rights, and any Seat Right Agreements shall be transferred and assumed by Seat Right Agent.

ARTICLE VIII

CONFIDENTIALITY AND NCA INTELLECTUAL PROPERTY

Section 8.1 Confidentiality. All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions, contract pricing or other information developed or received by or for the Seat Right Agent or NCA related to the sale of the Seat Rights (other than Marketing Materials) and all other written information submitted to the Seat Right Agent in connection with the performance of this Agreement shall be held as confidential information to the extent required or allowed by Applicable Law, including laws of privacy and trade secrets, and shall not be used for any purposes other than the performance of the duties and obligations of the Parties under this Agreement (or as provided pursuant to NFL Rules and Regulations applicable to StadCo or TeamCo), nor be disclosed to any Party not associated with performance and consummation of such duties and obligations unless required by Applicable Law, or unless the information that would otherwise be deemed confidential has otherwise (i) been previously publicly disclosed, without the benefit of an agreement of confidentiality, by the disclosing Person, (ii) become public knowledge without the breach of the receiving Party hereunder or (iii) been independently developed by the receiving Party without use of the other Party's confidential information. The Seat Right Agent agrees to require its Subagents to comply with this provision.

Section 8.2 NCA Intellectual Property. Subject to compliance with Applicable Law (including, without limitation, trademark and intellectual property rights), NCA hereby grants to the Seat Right Agent a royalty-free license during the Seat Right Term to use, in the ordinary course of its operations in its capacity as Seat Right Agent under this Agreement, any likeness, image, sound or such other item visible or available within the Stadium from time to time and owned or licensed by NCA (the "NCA IP"), including, without limitation, the Seat Right Agent's use of photographs, images and other likenesses of the Stadium and any adjacent improvements owned or licensed by NCA, provided that with respect to any NCA IP licensed by NCA, the Seat Right Agent has obtained any required consent to such use of the NCA IP from the licensor, and provided further, that such royalty-free license shall survive (solely for historical purposes) the expiration or termination of this Agreement. The Seat Right Agent's use of the NCA IP is not

permitted to the extent that such use is likely to impair the validity or goodwill of any such marks or would disparage or injure the reputation of NCA for high quality or the goodwill associated with it (including without limitation all marks and other goods and services thereof).

ARTICLE IX SUBLICENSING

Section 9.1 Sublicensing. EXCEPT AS OTHERWISE AGREED UPON BY THE PARTIES IN WRITING, STADCO SHALL BE LIABLE FOR ALL ACTIONS OR INACTIONS OF EACH OF ITS SUBCONTRACTORS, SUBAGENTS, AND SUBLICENSEES HEREUNDER, INCLUDING ANY SUBAGENTS. STADCO SHALL CAUSE EACH SUBCONTRACTOR, SUBAGENT, AND SUBLICENSEE, INCLUDING ANY SUBAGENTS, BEFORE SUCH SUBCONTRACTOR, SUBAGENT, AND SUBLICENSEE HEREUNDER EXERCISES ANY SUBCONTRACT, SUBAGENT OR SUBLICENSE RIGHTS, TO EXECUTE A WRITTEN AGREEMENT AGREEING TO BE BOUND BY THE APPLICABLE TERMS AND CONDITIONS OF THIS AGREEMENT APPLICABLE TO THE SEAT RIGHT AGENT. EACH SUCH SUBCONTRACT, SUBAGENT OR SUBLICENSE ARRANGEMENT SHALL SPECIFY THAT IT SHALL TERMINATE UPON THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. THE TERMS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

ARTICLE X RIGHT TO INSPECT AND AUDIT RECORDS OF SEAT RIGHT AGENT

Section 10.1 Right to Inspect. NCA, through its authorized employees, representatives or agents, shall have the right during the Seat Right Term, and for five (5) years from the date of the termination or expiration of this Agreement, to inspect and audit the books and records of the Seat Right Agent (and any Subagent of the Seat Right Agent) solely relating to the revenues, costs, and expenses of the Seat Rights and the program associated therewith (which, for the avoidance of doubt, do not include the operating results of, or any other financial information with respect to, TeamCo, the NFL or the other NFL member clubs), in each case upon reasonable prior written notice, with such inspection to occur at a mutually convenient time and place, but in no event more frequently than twice per calendar year. The Seat Right Agent agrees to maintain (and to cause all Subagents of the Seat Right Agent to maintain) books and records with respect to such Seat Right matters in accordance with generally accepted accounting principles. In the event any amounts with respect to proceeds of sales of the Seat Rights are found to be due and owing by the Seat Right Agent to NCA under this Agreement, the Seat Right Agent shall promptly pay such amounts as provided herein. All such materials and information received by NCA hereunder shall be held as confidential to the extent provided in Article VIII. The costs of any such inspection or audit by NCA shall not be a Seat Right Cost.

ARTICLE XI NON-DISCRIMINATION

Section 11.1 Employee Non-Discrimination. StadCo shall not (and shall cause its Subagent(s) not to) discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background or marital status, in violation of Applicable Law.

Section 11.2 Seat Right Purchaser Non-Discrimination. Furthermore, the Seat Right Agent shall not (and shall cause its Subagent(s) not to) discriminate against any prospective Seat Right Holder because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background or marital status, in violation of Applicable Law.

ARTICLE XII INDEMNIFICATION

Section 12.1 Indemnification and Payment of Damages by StadCo. To the fullest extent permitted by Applicable Law, the Seat Right Agent hereby agrees to protect, defend, hold harmless, and indemnify each NCA Indemnified Person from and against any and all Damages resulting from a Claim, excluding, however, Damages to the extent resulting from (i) gross negligence or willful misconduct on the part of such NCA Indemnified Person or (ii) a material breach of the duties of such NCA Indemnified Person under this Agreement.

ARTICLE XIII INSURANCE

Section 13.1 Insurance. During the Seat Right Term, the Seat Right Agent shall purchase and maintain, or cause to be purchased and maintained, in full force and effect insurance policies with respect to employees, subcontractors, and Subagents and vehicles assigned to the performance of services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit B hereto. All premiums and other costs, expenses and other amounts incurred by the Seat Right Agent in connection with obtaining and maintain such coverage shall be reimbursable to the Seat Right Agent as Seat Right Costs to the extent such premiums and other costs are included in the Seat Right Budget, subject to the limitations provided in Section 6.1.

ARTICLE XIV MISCELLANEOUS

Section 14.1 Amendments. No amendment or modification of this Agreement shall be valid unless in writing and duly authorized and executed by NCA and StadCo.

Section 14.2 Entire Agreement. This Agreement and the exhibits and schedules hereto constitute the totality of the agreement between NCA and StadCo with respect to the subject matter set forth herein. No other understanding, agreements, conversations or otherwise, with any representative of NCA or StadCo prior to execution of this Agreement shall affect or modify any

of the terms, duties or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon the Parties.

Section 14.3 Severability. If a court of competent jurisdiction holds that one or more clauses, sections or provisions of this Agreement is unlawful, invalid or unenforceable, the Parties hereto agree that all remaining clauses, sections and provisions shall continue in full force and effect.

Section 14.4 Relationship of Parties. StadCo and NCA are independent parties and nothing contained in this Agreement shall be deemed to create a partnership, joint venture or employer-employee relationship between them or to grant to either of them any right to assume or create any obligation on behalf of or in the name of the other, except that StadCo shall, when marketing and selling Seat Rights, do so in its capacity as the Seat Right Agent.

Section 14.5 Incorporation by Reference. All exhibits, schedules or other attachments referenced in this Agreement are hereby incorporated into this Agreement by such reference and are deemed to be an integral part of this Agreement.

Section 14.6 Waiver. No action taken pursuant to or related to this Agreement, including any investigation by or on behalf of a Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, condition or agreement in this Agreement. A Party's exercise of or failure to exercise any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. A Party's delay or failure to exercise or enforce any rights or remedies shall not constitute a waiver of any such rights, remedies, duties or obligations. No Party shall be deemed to have waived any default unless such waiver is expressly set forth in an instrument signed by such Party. If a Party waives in writing any default, then such waiver shall not be construed as a waiver of any covenant or condition set forth in this Agreement, except as to the specific circumstances described in such written waiver. Neither payment of a lesser amount than the sum due hereunder nor endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction, and the other Party may accept the same without prejudice to the right to recover the balance of such sum or to pursue any other remedy.

Section 14.7 Notice of Matters. In the event that any Party receives knowledge about any matter that may constitute a breach of any of its warranties or covenants set forth in this Agreement that arises after the date of this Agreement, it shall promptly notify the other Party of the same in writing.

Section 14.8 Form of Notices; Addresses. All notices, requests, Consents or other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if served personally, or if sent postages paid by United States registered or certified mail, return receipt requested, sent by nationally recognized overnight delivery service, or sent by electronic mail or other electronic transmission, with confirmation of receipt, to the Parties as follows (or at such other address as a Party may from time to time designate by notice given pursuant to this Section 14.8):

To StadCo: Primacy Development, LLC
c/o Haslam Sports Group
76 Lou Groza Blvd.
Berea, Ohio 44017
ATTN: President

with copies to: Haslam Sports Group
76 Lou Groza Blvd.
Berea, Ohio 44017
ATTN: Chief Administrative Officer and General Counsel

Thompson Hine LLP
3900 Key Center
127 Public Square
Cleveland, Ohio 44114
ATTN: Alan S. Ritchie, Esq.

To NCA: Brook Park New Community Authority
6161 Engle Road
Brook Park, Ohio 44142

with copies to: Bricker Graydon Wyatt LLP
100 South 3rd Street
Columbus, Ohio 43215
ATTN: J. Caleb Bell, Esq.

City of Brook Park
6161 Engle Road
Brook Park, OH 44142
ATTN: Mayor and Law Director

Each notice shall be deemed received upon the earlier of receipt, or three (3) days after the date of deposit with the United States Postal Service if sent by certified mail as provided above, or one (1) Business Day after deposit with the overnight courier specifying “next Business Day” delivery, or upon the date delivery is made; *provided, however*, that any refusal to accept delivery shall be deemed to constitute receipt.

Section 14.9 Calculation of Time. Unless otherwise stated, all references to “day” or “days” shall mean calendar days. If any time period set forth in this Agreement expires on other than a Business Day, such period shall be extended to and through the next succeeding Business Day.

Section 14.10 Headings. The headings of the various sections, paragraphs, and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

Section 14.11 Additional Documents and Approval. The Parties, whenever and as often as each shall be reasonably requested to do so by the other Party, shall execute or cause to be executed any further documents and take any further actions as may be reasonably necessary or expedient and within their lawful obligation in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Agreement. Furthermore, NCA shall take all ministerial actions and proceedings reasonably necessary or appropriate to remedy any apparent invalidity, lack or defect in authorization or illegality, or to cure any other defect that has been asserted or threatened; provided, that nothing in this Agreement shall obligate the NCA to consent to any remedy or settlement other than that approved by the NCA.

Section 14.12 Governing Law and Venue. The laws of the State of Ohio shall govern as to the interpretation, validity and effect of this Agreement. Subject to Section 14.18, all claims, counterclaims, disputes and other matters in question arising out of or relating to this Agreement or its breach will be exclusively decided in a federal or state court of competent jurisdiction within Cuyahoga County, Ohio. The Parties irrevocably waive, to the fullest extent permitted by Applicable Law, any objection that they may now or hereafter have to the venue of any such proceeding that is brought in such a court; provided, that nothing in this Agreement shall require the NCA to consent to service of process, arbitration, or venue in a jurisdiction other than that approved by the NCA (it being agreed, for the avoidance of doubt, that Cuyahoga County, Ohio, has been so approved).

Section 14.13 Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and, to the extent provided herein, their respective Affiliates, successors, and permitted assigns, and no provision of this Agreement shall be deemed to confer upon other Persons any remedy, claim, liability, reimbursement, cause of action or other right.

Section 14.14 Execution in Counterparts and Delivery of Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. The signatures of all Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronic mail is as effective as executing and delivering an original signature of this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Party to the other Parties. In proving this Agreement, a Party must produce or account only for the executed counterpart of the Party to be charged.

Section 14.15 Conflicts of Interest. To prevent a conflict of interest, the Parties certify that to the best of their knowledge, no NCA officer, employee or authorized representative has any financial interest in the business of StadCo and that no person associated with StadCo (or TeamCo) has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement.

Section 14.16 Injunctive Relief; Specific Performance. The Parties acknowledge that the rights conveyed by this Agreement and the covenants of the Parties are of a unique and special nature, and that any violation of this Agreement shall result in immediate and irreparable harm to NCA or StadCo, as applicable, and that in the event of any actual or threatened breach or violation of any of the provisions of this Agreement each Party shall be entitled as a matter of right to seek injunctive relief or a decree of specific performance from any court of competent jurisdiction. The alleged breaching Party waives the right to assert the defense that such breach or violation can be compensated adequately in monetary damages in an action at law.

Section 14.17 Remedies Cumulative. All rights and remedies set forth in this Agreement are cumulative and in addition to the Parties' other rights and remedies at law or in equity. A Party's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. Notwithstanding the foregoing, or any other provision of this Agreement, NCA shall not be liable for monetary damages under this Agreement for any reason, including any actual or alleged breach or nonperformance by any Person, including NCA.

Section 14.18 Dispute Resolution. Unless otherwise mutually agreed to by the Parties, any controversies between StadCo and NCA regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days after the written request of one Party after the service of that request on the other Party. The Parties may agree on one mediator; if they cannot agree on one mediator, the Party demanding mediation shall request the Common Pleas Court of Cuyahoga County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time for mediation under this Agreement. The costs of mediation shall be borne by the Parties equally. For any contract dispute, mediation under this Section 14.18 is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only.

Section 14.19 NCA Review. Any references in this Agreement to a right of NCA to review, comment, provide feedback and/or Consent shall be deemed to refer to the review, comment, feedback or Consent of the Chair of NCA.

Section 14.20 Board Consultation. The Seat Right Agent shall, promptly following a reasonable request by the Legislative Authority, consult with the Legislative Authority with respect to the Seat Rights program and provide such information with respect thereto as may be reasonably requested by the Legislative Authority.

Section 14.21 Ohio Consumer Sales Practices Act. The Seat Right Agent acknowledges that the Ohio Consumer Sales Practices Act (Ohio Revised Code Chapter 1345) applies to any sale of a Seat Right to an individual for purposes that are primarily personal, family, or household (each, a "Covered Sale"). Without limiting the generality of Article XII, the Seat Right Agent expressly agrees to protect, defend, hold harmless, and indemnify each NCA Indemnified Person from and against any and all Damages resulting from a Claim relating to a Covered Sale. In addition, the Seat Right Agent acknowledges that Ohio Administrative Code Rule 109:4-3-07

requires a receipt to be delivered by the Seat Right Agent in connection with the payment of any deposit with respect to a Covered Sale.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date stated in the preamble of this Agreement.

STADCO:

PRIMACY DEVELOPMENT, LLC,
a Delaware limited liability company

By: _____

Name:

Title:

[Signature page to Seat Rights Marketing, Sales and Related Services Agreement]

NCA:

**BROOK PARK NEW COMMUNITY
AUTHORITY**

By: _____
Name:
Title:

[Signature page to Seat Rights Marketing, Sales and Related Services Agreement]

NCA FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of NCA, hereby certifies that the moneys required to meet the obligations of NCA during the year 2026 (\$0.00) under the Agreement have been lawfully appropriated by the Legislative Authority of NCA for such purposes and are in the treasury of NCA or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Fiscal Officer
Brook Park New Community Authority

Dated: [_____], 2026

SCHEDULE 1

DEFINITIONS

“Affiliate” shall mean, with respect to a specified Person, any other Person that directly or indirectly, through one or more intermediaries Controls, is Controlled by or is under common Control with the Person specified. For purposes of this definition, the terms “Controls,” “Controlled by” or “under common Control” mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person.

“Agreement” shall have the meaning set forth in the Preamble, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Applicable Law” shall mean, collectively, any and all laws, constitutions, treaties, statutes, codes, ordinances, charters, resolutions, orders, rules, regulations, guidelines, governmental approvals, authorizations or other directives or requirements of any Governmental Authority that (a) have been enacted, adopted, promulgated, entered, implemented, ordered or issued and in force or deemed applicable by or under the authority of any Governmental Authority and (b) are applicable to this Agreement or the performance of the obligations of the Parties under this Agreement.

“Available Seats” shall have the meaning set forth in the Recitals.

“Business Day” shall mean any day that is neither a Saturday, Sunday nor a day observed as a holiday by the State of Ohio or the United States government.

“Claim” shall mean any claim, demand or dispute relating to this Agreement or any Seat Right Agreement, including claims, demands or disputes (i) regarding the sale of Seat Rights, (ii) regarding the collection, fulfillment, and administrative costs incurred in connection with the sale of Seat Rights, (iii) related to refunds to be made under any individual Seat Right Agreements, (iv) for any charge or cost imposed by any Governmental Authority against NCA with respect to the marketing and sale of Seat Rights, (v) resulting from a termination or discontinuation of the Seat Right program, unless such termination or discontinuation is caused by NCA, (vi) resulting from any alleged violation of state or federal consumer finance laws committed by the Seat Right Agent or any Subagent in connection with the sale of Seat Rights, and (vii) any other acts or omissions of the Seat Right Agent or any Subagent in carrying out their respective obligations under this Agreement or in connection with the sale of Seat Rights.

“Commission Costs” shall have the meaning set forth in Section 6.2.

“Consent” shall mean prior consent or approval of a Party in writing which shall not be unreasonably withheld, conditioned or delayed.

“Damages” shall mean any loss, liability, damage, cost, and expense, including costs of investigation and defense and reasonable attorneys’ fees, whether for money damages, or for equitable or declaratory relief, and may include incidental, consequential, exemplary, punitive, and similar Damages when asserted in connection with a third-party Claim.

“Effective Date” shall have the meaning set forth in Section 3.1.

“Governmental Authority” shall mean any federal, state, county, city, local, or other governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial, or executive (or a combination or permutation thereof), and any arbitrator to whom a dispute has been presented under Applicable Law or by agreement of the Parties with an interest in such dispute.

“Lease Term” shall have the meaning set forth in Section 3.1.

“Legislative Authority” shall mean the Board of Trustees of NCA.

“Lien” shall mean any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any financing lease having substantially the same economic effect as any of the foregoing).

“Marketing Materials” shall have the meaning set forth in Section 2.5.

“Marketing Plan” shall have the meaning set forth in Section 2.2(a).

“NCA” shall have the meaning set forth in the Preamble.

“NCA Indemnified Person(s)” shall mean NCA and each of its elected officials, appointed officials, board members, volunteers, officers, employees, agents, and attorneys.

“NCA IP” shall have the meaning set forth in Section 8.2.

“NFL” shall have the meaning set forth in the Recitals.

“NFL Management Council” means the association formed by the NFL Member Clubs to act as the representative of such NFL Member Clubs in the conduct of collective bargaining and other player relations activities of mutual interest to such NFL Member Clubs.

“NFL Member Club” means any existing or future member club of the NFL.

“NFL Rules and Regulations” means the Constitution and Bylaws of the NFL, including, without limitation, all resolutions, rules, and policies adopted and/or promulgated thereunder, and the Articles of Association and Bylaws of the NFL Management Council, including any amendments to either such document and any interpretations of either such document issued from time to time by the NFL commissioner which are within the NFL commissioner’s jurisdiction; all operative NFL or NFL Management Council resolutions that are within the NFL’s or the NFL Management Council’s respective jurisdictions; any existing or future agreements entered into by the NFL or the NFL Management Council, including, without limitation, any television or media rights agreements or any collective bargaining or other labor agreements (including without

limitation, any NFL player salary guarantees and pension fund agreements), and any agreements made in settlement of any litigation against the NFL, the NFL Management Council, or the NFL Member Clubs (including litigation against such NFL Member Clubs, or agreements made by such NFL Member Clubs, jointly or collectively); any agreements and arrangements to which such Person is or after the Commencement Date may become subject, or by which it or its assets are or may become bound, with or in favor of the NFL and its affiliates; and such other rules or policies as the NFL, the NFL Management Council, or the NFL commissioner may issue from time to time that are within the issuing Person's jurisdiction, including, without limitation, all financial and other reporting requirements of the NFL, in each case as they may be amended or adopted from time to time and including the custom and practice thereunder.

"Party" or "Parties" shall mean either or both of, as applicable, NCA and StadCo.

"Person" shall mean any natural person, sole proprietorship, corporation, partnership, trust, limited liability company, limited liability association, unincorporated association, joint venture, joint-stock company, Governmental Authority or any other entity or organization.

"Petition" shall have the meaning set forth in Section 3.3(a).

"Protected Seat Right Agreements and Information" shall have the meaning set forth in Section 2.4(d).

"Replacement Seat Rights" shall have the meaning set forth in the Recitals.

"Seat Right" shall have the meaning set forth in the Recitals.

"Seat Right Agent" shall have the meaning set forth in Section 2.1.

"Seat Right Agreements" shall have the meaning set forth in Section 2.4(a).

"Seat Right Costs" shall have the meaning set forth in Section 5.1.

"Seat Right Holder" shall mean the purchaser of a Seat Right which is subject to an applicable Seat Right Agreement, including, as applicable, such purchaser's guests utilizing the purchaser's Seat Right.

"Seat Right Revenues" shall mean, collectively, (a) all payments, revenues, rents, royalties, issues, profits, fees, proceeds, and other amounts paid or payable to the licensor under or relating to a Seat Right Agreement (including with respect to any replacement Seat Rights), including any financing fees and interest relating to the financing of a Seat Right Agreement, (b) all other rights (but not any obligations) of the licensor under the related Seat Right Agreements, and (c) any and all proceeds related to the foregoing.

"Seat Right Term" shall have the meaning set forth in Section 3.1.

"StadCo" shall have the meaning set forth in the Recitals.

“Stadium” shall have the meaning set forth in the Recitals.

“Stadium Events” shall have the meaning set forth in the Recitals.

“Stadium Lease Agreement” shall mean have the meaning ascribed to the term “Stadium Lease” in the Petition.

“Subagent” shall have the meaning set forth in Section 2.1.

“Team” shall have the meaning set forth in the Recitals.

“Team Games” shall have the meaning set forth in the Recitals.

“Team IP” shall mean intellectual property rights of, or owned by (or licensed to) StadCo or TeamCo, including copyrights, trademarks, service marks, trade dress, patents, and any other intellectual property rights.

“TeamCo” shall have the meaning set forth in the Recitals.

RULES AS TO USAGE

1. The terms defined above have the meanings set forth above for all purposes, and such meanings are applicable to both the singular and plural forms of the terms defined.
2. “Include,” “includes,” and “including” shall be deemed to be followed by “without limitation” whether or not they are in fact followed by such words or words of like import.
3. “Writing,” “written,” and comparable terms refer to printing, typing, and other means of reproducing in a visible form.
4. Any agreement, instrument or Applicable Law defined or referred to above means such agreement or instrument or Applicable Law as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or Consent and (in the case of Applicable Law) by succession of comparable successor Applicable Law and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein.
5. References to a Person are also to its permitted successors and assigns.
6. Any term defined above by reference to any agreement, instrument or Applicable Law has such meaning whether or not such agreement, instrument or Applicable Law is in effect.
7. “Hereof,” “herein,” “hereunder,” and comparable terms refer, unless otherwise expressly indicated, to the entire agreement or instrument in which such terms are used and not to any particular article, section or other subdivision thereof or attachment thereto. References in an instrument to “Article,” “Section,” “Subsection” or another subdivision or to an attachment are, unless the context otherwise requires, to an article, section, subsection or subdivision of or an attachment to such agreement or instrument. All references to exhibits or appendices in any agreement or instrument that is governed by this Appendix are to exhibits or appendices attached to such instrument or agreement.
8. Pronouns, whenever used in any agreement or instrument that is governed by this Appendix and of whatever gender, shall include natural Persons, corporations, limited liability companies, partnerships and associations of every kind and character.
9. References to any gender include, unless the context otherwise requires, references to all genders.
10. “Shall” and “will” have equal force and effect.
11. Unless otherwise specified, all references to a specific time of day shall be based upon Eastern Standard Time or Eastern Daylight Savings Time, as applicable on the date in question in Brook Park, Ohio.

12. References to “\$” or to “dollars” shall mean the lawful currency of the United States of America.

EXHIBIT A
FORM OF SEAT RIGHT AGREEMENT

[To be attached.]

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Please read this Electronic Record and Signature Disclosure (“ERSD”) carefully. It contains important information.

From time to time, Primacy Development, LLC (“we,” “us,” or “our”) may be required by law to provide you certain notices or disclosures in writing – which means you have the right to receive those notices or disclosures on paper. With your consent, we may provide this information to you electronically. We also need your general consent to use electronic records and signatures.

Certain notices and Communications will be sent to you electronically

If you accept this ERSD, we may at our option provide electronically to you all notices, disclosures, authorizations, agreements, acknowledgements, statements, and other documents that we are required, or we otherwise elect, to provide or make available to you, or that you submit, execute, or agree to in connection with your relationship with us (collectively, “Communications”). You should print, download or otherwise retain a copy of this ERSD as well as all Communications provided electronically and any other document important to you.

Your consent to receive Communications in electronic form under this ERSD, and this ERSD applies to all Communications we may provide with respect to any and all products or services you elect to receive from us now or in the future. Additionally, you agree that we may use and obtain electronic signatures from you on any Communications, now and in the future, unless and until you withdraw your consent to this ERSD as described below.

All Communications that we provide to you in electronic form may be delivered either (1) via e-mail, (2) by your accessing a platform, website, mobile application, or portal that we designate in an email, text message, or other notice we send to you at the time the Communication is available, (3) by any other method you and we may agree from time to time. We will establish security procedures you will have to follow to access such platform, website, mobile application, or portal.

We may always, in our sole discretion, provide you with any Communication on paper, even though you have authorized electronic delivery. Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper unless we tell you how to deliver the notice to us electronically.

Withdrawing your consent

If at any time you do not agree with the process described in this ERSD, you may withdraw your consent and tell us to send paper Communications instead. To inform us that you no longer want to receive required Communications in electronic format, you must contact us, identify yourself to us, and state that you no longer wish to receive electronic Communications. If you are in a designated platform, website, mobile application, or portal at the time you decide to withdraw consent, you must also exit such platform, website, application or portal and close your browser window.

If you elect to receive required Communications only in paper format, it may delay your transactions with us or may inhibit your ability to obtain certain products or services from us.

Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal. Withdrawing your consent to receive Communications from us electronically does not apply to any Communication that was provided electronically before the date on which your withdrawal of consent takes effect.

How to contact us

To contact us, you may call us at [insert telephone number] or send us an email to [insert email address].

To advise us of your new email address and contact information

You must provide us with your own valid contact information, including an email address where you can receive email and electronic Communications. You must ensure that we always have your valid and current contact information, even after you have consented to this ERSD. To update your contact information, you must contact us and state your previous and new contact information. We may request additional information from you to verify your identity before changing your contact information.

Getting paper copies

You can obtain a paper copy of any electronic Communications we send to you by downloading and printing it yourself or by requesting that we mail you a paper copy. If you wish for us to send you paper copies of any Communications, contact us and we will send them

to you at no charge. You must provide your email address, full name, US mailing address, telephone number, and which Communications you wish us to send to you.

Required hardware and software

In order to access, view, and retain electronic Communications, you must have the following:

- a connection to the Internet,
- an Up-to-Date Version of an email management program,
- an Up-to-Date Version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader), and
- a computer and an operating system capable of supporting all of the above.

You must also have an active email address. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form. In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices.

By “Up-to-Date Version,” we mean a version of the software that is currently being supported by its publisher. Beta versions of software are not supported.

Termination/Changes

We reserve the right, in our sole discretion, to discontinue providing you with electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

Acknowledging your access and consent to receive and sign documents electronically

By signing this ERSD, you are agreeing to this ERSD and confirming to us that you can electronically access this information, which will be similar to other electronic Communications that we will provide to you. You are also verifying that:

- You have read, understand, and agree to be bound by the terms and conditions in this ERSD. You can print on paper this ERSD, or save or send this ERSD to a location where you can print it, for future reference;
- You consent to execute documents using electronic signatures and records according to the process described herein. You acknowledge that your electronic signature has the same legal effect as if you had manually signed in ink on paper;
- You have reviewed the hardware and software requirements, and agree that your devices meet these requirements;
- You are able to open, review, download, and save files in HTML and PDF format, and you have reliable Internet access and can send and receive emails with links to websites;
- Until or unless you notify us as described above, you consent to receive through electronic means all Communications that are required, or otherwise agreed, to be provided or made available to you by us during the course of your relationship with us, according to the process described herein. You agree to review all Communications in a timely manner;
- You have provided your own valid and current email address, where you can receive email and access electronic Communications, and you understand that it is your obligation to monitor your email for communications from us. You will ensure that we always have your valid and current contact information, including your email address;
- You understand that email is not private and secure, and that there are risks associated with the transmission of documents and Communications electronically, including but not limited to: unauthorized access, system outages, or delays; and
- The use of an electronically stored copy of any Communication, as well as an electronic signature, shall be considered to be the true, complete, valid, authentic, and enforceable record of the Communication, and shall be admissible in any arbitral, judicial, or administrative proceedings to the same extent as if the Communication was originally generated and maintained in paper form and/or manually signed. Communications sent to you electronically fully satisfy any requirement that such documents be provided “in writing.”

Print Name: _____

Signature: _____

Date: _____¹

¹ NTD: This document should be presented to, and electronically signed (using the same method as the PSL Agreement) by, the prospective PSL Holder as the first document that the prospective PSL Holder reviews.

**NEW BROOK PARK STADIUM
PERSONAL SEAT LOCATION RIGHT AGREEMENT**

Contract Date: _____

Holder (Entity/Individual): _____

Phone Nos. (Day): _____ (Evening): _____

Contact Person: _____

E-Mail Address: _____

Address: _____

Account No.: _____

SECTION: _____

ROW: _____

SEAT(S): _____

CLUB/RESERVED SEAT: The above-described seat(s) to which the Holder's personal seat location right(s) ("PSL(s)") relate(s) are ____ or are not ____ in a club/reserved seat location. The purchase of season tickets with respect to such seats may entitle the Holder to certain club/reserved seat amenities as set forth in Exhibit D attached hereto. Such amenities are at all times subject to revision by the Sales Agent (as defined below) in its sole discretion.

NUMBER AND LOCATION OF SEAT(S): This Personal Seat Location Right Agreement (this "Agreement") sets forth and describes the terms and conditions of the PSL(s) granted by the Brook Park New Community Authority, a new community authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State of Ohio (the "NCA"), to the individual or entity executing this Agreement as Holder. Subject to Section 2 of Exhibit C, the PSL(s) granted hereby relate(s) to the seat(s) described above (the "Seat(s)") located in the new stadium (the "Stadium") constructed or to be constructed to serve as the home stadium for the Cleveland Browns National Football League ("NFL") team ("Team") in Brook Park, Ohio. For convenience only (and not to be relied upon for contractual purposes), attached to this Agreement as Exhibit A is a diagram of the Stadium.

PSL FEE: The total consideration to be paid by Holder for the PSL(s) granted hereby is the amount indicated in Exhibit B attached hereto and incorporated by reference herein (the "PSL Fee"). The PSL Fee shall be paid in one or more installments in accordance with the terms and conditions set forth in Exhibit B attached hereto.

PSL TERMS: Holder's rights and obligations with respect to the PSL(s) granted hereby are described in the Personal Seat Location Right Terms and Conditions (the "Terms and Conditions") attached to this Agreement as Exhibit C and incorporated by reference herein. If the Seat(s) are in a club/reserved seat location, then the terms and conditions of Exhibit D attached hereto and incorporated by reference herein shall also apply.

EFFECTIVENESS: When signed by Holder and Primacy Development, LLC (the "Sales Agent"), as the authorized sales agent on behalf of the NCA, this Agreement will be a binding obligation of Holder, enforceable against Holder in accordance with its terms, and Holder will have no right to terminate or cancel this Agreement, except as expressly set forth herein. This Agreement is subject to final approval and acceptance by the Sales Agent ("Accept" or "Acceptance"), in the Sales Agent's sole discretion. Until the Sales Agent has Accepted this Agreement, as evidenced by the delivery to Holder by the Sales Agent of an express written acknowledgment of such Acceptance by the Sales Agent substantially in the form of Exhibit E hereto, it is understood and agreed that the Sales Agent is a party to, and has executed, this Agreement for the limited purpose of acknowledging Holder's payment of a deposit to be credited toward the PSL Fee upon Acceptance (or, if the PSL Fee is payable in installments, the deposit shall be credited to the portion of the PSL Fee that is due on or after the date of this Agreement, but prior to Acceptance) and affirming the Sales Agent's obligations under this paragraph. The Sales Agent shall not deliver the deposit or the PSL Fee (or such portion thereof as Holder has paid) to the NCA unless and until the Sales

Agent has Accepted this Agreement. From and after the execution of this Agreement by both Holder and the Sales Agent, unless and until this Agreement is terminated, the Sales Agent shall not market or sell to any other party any PSL(s) relating to the Seat(s) referenced above. If the Sales Agent declines to Accept this Agreement (including if the development of the Stadium has been abandoned, whether because final agreements (the "Definitive Documents") with respect to the Stadium are not executed and delivered by StadCo and the NCA or otherwise), then this Agreement shall be deemed terminated and Sales Agent shall refund to Holder any deposit paid by Holder, without interest. The NCA has not appropriated any funds to refund deposits under this Agreement, and the sole recourse of the Holder for any refund shall be to seek funds (i) held in the Deposit Account (as defined in Exhibit C, Section 3) and available therefor, and (ii) otherwise, from the Sales Agent.

AGREEMENT: Holder acknowledges and agrees to be bound by this Agreement and the attached Terms and Conditions. In addition, Holder agrees to observe all rules, regulations, and policies promulgated from time to time and pertaining to use of the Seat(s) and attendance at Stadium events, including any modifications thereto that may be adopted or administered from time to time by the NCA, the Sales Agent, the National Football League or organizers of other events held at the Stadium, in such party's applicable sole discretion. In that regard, Holder hereby reaffirms all representations, warranties, covenants and obligations of Holder as set forth in the Terms and Conditions attached to this Agreement as Exhibit C and, as applicable, in Exhibit D.

ELECTRONIC COMMUNICATIONS: Each of the parties hereto hereby agrees that the NCA, the Sales Agent and Holder may rely upon electronic messages sent by the other, including an electronic copy of this Agreement executed by the other or otherwise, to the extent that such message expresses the sender's intent to be bound thereby. In that regard, and in order to facilitate execution hereof, this Agreement may be executed in one or more counterparts as may be convenient or required, and an executed copy of this Agreement delivered by electronic mail transmittal or by other electronic communication will have the effect of an original, manually executed instrument. All counterparts of this Agreement will collectively constitute a single instrument; but, in making proof of this Agreement, it will not be necessary to produce or account for more than the counterpart signed by the party against which enforcement is sought. Each signature page to any counterpart of this Agreement may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart of this Agreement identical thereto except having attached to it additional signature pages. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

LIABILITY OF NCA: All covenants, obligations, and agreements of the NCA contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of the City of Brook Park, Ohio or any present or future member, officer, agent, director, trustee, attorney or employee of the NCA or the Board of Trustees of the NCA in other than his or her official capacity; and none of the members of the legislative authority, nor any official executing this Agreement, shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the covenants, obligations, or agreements of the NCA contained in this Agreement.

Notwithstanding any other provision of this Agreement, the NCA's payment obligations under this Agreement shall not constitute a bond, note or other indebtedness of the Authority. The NCA's payment obligations under this Agreement are limited to monies made available to the NCA by the Sales Agent as Seat Rights Revenues pursuant to the Seat Rights Marketing, Sales, and Related Services Agreement between the NCA and the Sales Agent, and none of the Sales Agent nor the Holder nor any other person has the right to receive any other monies from the NCA (including taxes, excises, community development charges, or other funds that may be available to, levied by, or charged by the NCA) for the payment of any costs or interest thereon by virtue of this Agreement.

Prior to the execution and effectiveness of the Stadium Lease (as defined in Exhibit C, Section 9), the NCA reserves the right to discharge its obligations under this Agreement by termination or assignment to the Sales Agent in accordance with the Seat Rights Marketing, Sales, and Related Services Agreement, and in the event of any such termination or assignment by the NCA, the NCA shall have no payment or performance obligations under this Agreement and all such obligations shall be paid or performed by the Sales Agent.

[Signature page follows]

HOLDER:

By: _____

Name: _____

Title: _____

Date: _____

SALES AGENT:

PRIMACY DEVELOPMENT, LLC,
as the authorized Sales Agent on behalf of the NCA

By: _____

Name: _____

Title: _____

Date: _____

You will receive a countersigned copy of this Agreement for your records by e-mail, at the e-mail address set forth on the first page of this Agreement. You should notify the Sales Agent in writing within thirty (30) days if you do not receive a copy of the executed Agreement.

EXHIBIT A
STADIUM DIAGRAM

EXHIBIT B
PERSONAL SEAT LOCATION RIGHT PAYMENT TERMS

The total consideration (the "PSL Fee") to be paid by Holder (sometimes also referred to herein as "you" or "your" and/or as "Debtor") to the NCA (sometimes also referred to herein as "Seller") or to the NCA's designee, as applicable, for the PSL(s) granted pursuant to the Personal Seat Location Right Agreement (the "Agreement") to which this Exhibit B is attached, and the terms of payment thereof, are as follows: [Mark an "X" in the blank space adjacent to the selected option. Holder should then sign and complete the selected option below]

- _____ A. Single Payment:
- (i) Number of Seats for which Single Payment will be made: [____].
- (ii) Total PSL Fee Amount under this election, including any deposits or other payments previously made by Holder to or for the benefit of the NCA [**less a credit in the amount of \$_____**]: \$_____, submitted to the Sales Agent, which the Sales Agent acknowledges has been received.
- _____ B. Interest Free Payment Plan Schedule:
- (i) Number of Seat(s) for which Short-Term Installment Payments will be made: [____].
- (ii) Total PSL Fee Amount under this election: \$[____].
- (iii) Concurrently with Holder's execution of the Agreement, a down payment of: \$[____] (which shall be equal to 20% of the Total PSL Fee Amount, and includes any deposits or other payments previously made by Holder to or for the benefit of the NCA) submitted to the Sales Agent, which the Sales Agent acknowledges has been received.
- (iv) The remainder of the Total PSL Fee Amount, less the down payment described in B(iii), above, [**and a credit in the amount of \$_____**] is payable in cash in equal monthly installments of \$[____] (the sum of all such installments, the "Amount Financed"), the first of which is due to the NCA or the NCA's designee, as applicable, on or before the first day of the month immediately subsequent to, but in no event less than 30 days following, the execution of the Agreement, and the remainder of which are due to the NCA or the NCA's designee, as applicable, on or before the first day of each month until the Total PSL Fee Amount is paid in full (which shall occur not later than August 1, 2029).

Holder hereby acknowledges and agrees that it has been given the opportunity to purchase the PSL(s) for the immediate one-time payment of the PSL Fee Amount set forth above, and that Holder has instead agreed to purchase the PSL(s) through installment payments made over time. Holder hereby acknowledges that this cash installment payment plan requires the payment for the PSL(s) to be made in monthly installments, inclusive of the down payment amount set forth in B(iii), above, which amount is paid concurrently with Holder's execution hereof.

Holder promises to pay the Total PSL Fee Amount set forth above. Holder shall make such payments to the order of the NCA at the address provided by the NCA. Holder shall make such payments on or before the dates and in the amounts shown in the above Interest Free Payment Plan Schedule. Holder may make any payment early, without penalty.

If Holder has selected the payment card or automated clearing house method of payment, Holder hereby authorizes the NCA and/or the NCA's designee to charge the payment card or bank account indicated on that certain Automatic Payment Authorization, dated as of even date herewith (or a replacement account, if it is necessary that one be provided by Holder), on the above dates for the installment payments relating to Holder's PSL(s) purchase on each date that payment is due (or, as necessary, on the next succeeding business day).

Please see below for consumer disclosures regarding the terms of your payment obligations under this Personal Seat Location Right Agreement.

C. Long-Term Financing Plan—Retail Installment Contract:

- (i) Number of Seat(s) for which Long-Term Installment Payments will be made: [____].
- (ii) Total PSL Fee Amount under this election (“Sale Price”): \$[____].
- (iii) Concurrently with Holder’s execution of the Agreement, a down payment of: \$[____] (which shall be equal to 10% of the Sale Price, and includes any deposits or other payments previously made by Holder to or for the benefit of the NCA) submitted to the Sales Agent, which the Sales Agent acknowledges has been received.
- (iv) On or prior to March 1, 2028, a down payment of: \$[____] (which shall be equal to 10% of the Sale Price) submitted to the NCA or the NCA’s designee, as applicable.
- (v) The balance of the Sale Price, less the down payments described in C(iii) and (iv), above, [and a credit in the amount of \$____,] \$_____ (the “Amount Financed”) to be financed and paid as provided herein and below **and which shall be subject to finance charges.**

Holder hereby acknowledges and agrees that it has been given the opportunity to purchase the PSL(s) for the immediate one-time payment of the PSL Fee Amount set forth above, and that Holder has instead agreed to purchase the PSL(s) through installment payments made over time and subject to a finance charge, all as provided herein. The finance charge is computed on a simple-interest basis.

Holder promises to pay the Total PSL Fee Amount set forth above, and all finance charges thereon accrued through the date of payment in full. Holder shall make installment payments to the order of the NCA at the address provided by the NCA, except where Holder makes payment via credit or debit card. Holder shall make such payments on or before the date and in the amounts shown in C(iii) and C(iv) above and below in the “Payment Schedule For Amount Financed.” Holder may make any payment early, without penalty. Holder may at any time without penalty pay the full remaining portion of the Sale Price, including the Amount Financed under the Agreement, which shall include the finance charges accrued through the payoff date. If Holder desires to pay off in advance the full remaining portion of the Amount Financed (with accrued finance charges, if any), the NCA will promptly notify Holder of such amount upon Holder’s written request.

If Holder has selected the payment card or automated clearing house method of payment, Holder hereby authorizes the NCA and/or the NCA’s designee to charge the payment card or bank account indicated on that certain Automatic Payment Authorization, dated as of even date herewith (or a replacement account, if it is necessary that one be provided by Holder), for the installment payments relating to Holder’s purchase of the PSL(s) on each date that payment is due (or, as necessary, on the next succeeding business day).

Please see below for consumer disclosures regarding the terms of your payment obligations under this Personal Seat Location Right Agreement.

PERSONAL SEAT LOCATION RIGHT AGREEMENT PAYMENT DISCLOSURES

Sales Agent: Primacy Development, LLC		HOLDER: _____	
MAILING ADDRESS: 76 Lou Groza Blvd., Berea, Ohio 44017		Address: _____ ²	
STREET ADDRESS FOR OVERNIGHT/COURIER MAIL ONLY: [_____]			
ITEM: Personal Seat Location Right(s) The Amount Financed shall commence being subject to finance charges upon the execution of the Personal Seat Location Right Agreement.			

ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)	FINANCE CHARGE (The dollar amount the credit will cost you)	Amount Financed (The amount of credit provided to you or on your behalf)	Total of Payments (The amount you will have paid after you have made all payments as scheduled)	Total Sale Price (The total cost of your purchase on credit, including your down payment(s) of \$_____)
[0] ³ /[] ⁴ %	\$_____	\$_____	\$_____	\$_____

PAYMENT SCHEDULE FOR AMOUNT FINANCED		
Your payment schedule will be:		
Number of payments	Amount of payments⁵	When payments are due
[] ³ /[] ⁴		[[On or before the first day of each month, commencing on the first day of the month immediately subsequent to, but in no event less than 30 days following, the execution of the Personal Seat Location Right Agreement, and until and including August 1, 2029.] ³ / [On or before March 1 st of each year, commencing on March 1, 2029 and until and including March 1, 2038 ⁴ .]]

PREPAYMENT: Holder may prepay all or part of the unpaid balance at any time without penalty. If Holder prepays in full, Holder will owe finance charges only through the payoff date, calculated on a simple-interest basis.

SECURITY: No security interest is being taken in any goods or real property.

ADDITIONAL INFORMATION: Holder should refer to the other provisions of this Agreement for information about nonpayment and default.

ITEMIZATION OF THE AMOUNT FINANCED OF \$_____
--

² NTD: Holder's address to match the address listed on the first page of the Agreement.

³ NTD: If Interest Free Payment option is selected.

⁴ NTD: If Long-term Financing Plan option is selected.

⁵ NTD: If payment will vary by year, that will need to be detailed here.

Itemized Charges:⁶

1. Total Cash Price		
2. Cash Down Payment⁷	(-)	\$ _____
3. Unpaid Balance of Cash Price (Amount Financed)	(=)	\$ _____
4. Finance Charge	(+)	\$ _____
5. Total Payments	(=)	\$ _____

⁶ NTD: Any passed through taxes would also be itemized here.

⁷ NTD: If Holder selects the Long-term Financing Plan option, this line item will include the sum of the initial down payment described in C(iii) and the March 1, 2028 down payment described in C(iv).

NOTICE TO HOLDER:

Holder acknowledges and agrees that any failure to comply with the terms of the Agreement, including the failure to make any payment in accordance with the applicable Payment Schedule, may constitute a default under the terms of the Agreement. Upon Holder's default, the NCA and/or the Sales Agent shall have all rights and remedies set forth in the Agreement and the Terms and Conditions, including a demand that Holder immediately pay all that it owes pursuant to the Agreement. Holder agrees that neither the NCA nor the Sales Agent has to give Holder notice that the NCA or the Sales Agent, as applicable, is demanding or intends to demand immediate payment of all that Holder owes upon default, and Holder accordingly (to the extent permitted by applicable law) hereby waives any and all rights to notice of acceleration, notice of intent to accelerate and any other notices of any kind or nature which may be required by law.

If there is more than one person or party comprising Holder, each such person or party agrees to keep all of the promises in the Agreement, even if the other persons or parties do not.

If the NCA or the Sales Agent does not enforce its rights every time or upon any particular breach of or default under the Agreement, the NCA or the Sales Agent, as applicable, can still enforce them later. Federal law and Ohio law apply to the Agreement. Holder does not have to pay interest or other amounts that are more than the law allows.

Any change to the Agreement has to be in writing, and each of the Sales Agent and Holder must sign. The Sales Agent may mail any notice to Holder at Holder's last address in the Sales Agent's records.

NOTICE:

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods and services obtained primarily for personal, family, or household use. In all other cases, Debtor will not assert against any subsequent holder or assignee of this contract any claims or defenses the Debtor may have against the Seller.

Holder agrees to pay the Sales Agent a reasonable fee of up to \$25.00 for each returned check. The Sales Agent can add such fee to the amount(s) Holder owes under the Agreement or collect such fee separately. If Holder has chosen to make payments for the PSL(s) using a credit card, Holder promises promptly to provide updated credit card account information to the Sales Agent should Holder's credit card account cease to be valid at any time after the date of execution of the Agreement.

Holder represents that, at or prior to the execution of this Agreement, Holder has presented the Sales Agent with a valid form of identification.

DO NOT SIGN THE AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THE AGREEMENT.

YOU SHOULD PRINT AND KEEP YOUR COPY OF THE AGREEMENT WITH YOUR RECORDS, AS IT SETS FORTH THE TERMS AND CONDITIONS OF THIS TRANSACTION.

Any subsequent sale on behalf of the NCA by the Sales Agent of PSL(s) associated with the Seat(s) identified in the Agreement following the termination thereof is not a resale of such PSL(s), but is instead the creation of one or more new PSLs for the benefit of a different holder.

The undersigned Holder hereby acknowledges that before signing the Agreement and this Exhibit B, Holder has received a legible, completely filled-in copy of the Agreement and this Exhibit B and Holder has read them in their entirety.

Holder's Signature

Date

EXHIBIT C
PERSONAL SEAT LOCATION RIGHT TERMS AND CONDITIONS

This Exhibit C constitutes the “Terms and Conditions” referred to in, and incorporated into, the Personal Seat Location Agreement (the “Agreement”) executed by the individual or entity identified therein as “Holder” and by Primacy Development, LLC, as authorized Sales Agent (the “Sales Agent”) acting on behalf of the Brook Park New Community Authority, a new community authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State of Ohio (the “NCA”) or its assigns. Pursuant to the Agreement, Holder has received a right to purchase certain tickets to Team home games (“Team Games”) to be held at the Stadium. These Terms and Conditions shall be binding upon Holder, the NCA, the Sales Agent, Team, and Cleveland Browns Football Company, LLC (“TeamCo”). Capitalized terms used but not defined herein shall have the meanings given them on the first page of the Agreement.

1. **GRANT OF PSL.** For and in consideration of the payment by Holder of Holder’s PSL Fee or, if applicable, Holder’s down payment (and its agreement to pay the remaining installments of the PSL Fee), Holder shall receive a personal seat location right (“PSL”) for the purchase, in accordance with the terms and conditions set forth in the Agreement and this Exhibit C, of season tickets for each Seat applicable to such PSL under the Agreement for all preseason, regular season and postseason Team Games to be played in the Stadium (excluding Super Bowl games) during the Term (as defined below). The Agreement gives Holder rights of personal privilege only and does not under any circumstance give or grant to Holder any leasehold, title, interest or other rights of any kind in any specific real or personal property. A PSL is a limited, revocable seat location right, and the Sales Agent, on behalf of the NCA, reserves the right to revoke such seat location right for any lawful reason, including breach of any of the provisions of the Agreement or the Applicable Rules (as defined below).
2. **LOCATION OF SEAT(S).** The PSL(s) granted hereby relate to the Seat(s) to be located as designated in the Agreement. Holder acknowledges that [the Stadium is yet to be completed and that] the actual location or designation of the Seat(s) may vary from that set forth in the Agreement due to, among other things, modifications in the design of the Stadium. If the location or designation of the Seat(s) materially varies from that contemplated by the Agreement, the Sales Agent shall use commercially reasonable efforts to provide Holder with seat(s) as close to the designation described in the Agreement as possible. If, at any time during the Term, Holder’s PSL relates only to a single Seat, then the Sales Agent, in its sole discretion, shall have the right to relocate the Seat associated with such PSL to any seat(s) comparable, in terms of relative field vantage point, to the Seat(s) (“Comparable Seat(s)”).
3. **PAYMENTS.** All deposits paid in respect of the PSL Fee, or any portion thereof, must be deposited to and held by the Sales Agent in a segregated account established for such purpose (the “Deposit Account”). Upon final approval and execution of the Agreement by the NCA, the PSL Fee will be remitted by the Sales Agent in accordance with the Seat Rights Marketing, Sales, and Related Services Agreement between NCA and Sales Agent (the “PSL Sales Agreement”) and thereafter may be used only in connection with the development and construction of the Stadium.
4. **CONSTRUCTION, FRANCHISE DESIGNATION, FAILURE TO START PLAY.**
 - (a) The NCA and StadCo (as defined below) expect, but make no guarantee, that construction of the Stadium will be completed prior to the 2029 NFL preseason. Holder acknowledges that construction of the Stadium is not guaranteed and, even if the Stadium is constructed, it may not be completed in time for Team Games to be held there during the 2029 NFL season.
 - (b) If (i) Team does not commence play in the Stadium by December 31, 2031 due to construction delays, or (ii) Team ceases to exist as an NFL franchise, then at the option of Holder, Holder may request a return of the amount(s) of the PSL Fee theretofore paid. In such event, the NCA shall, as soon as reasonably practicable thereafter, return to Holder all paid amounts of the PSL Fee from, and solely limited to, funds available to the NCA from the Sales Agent pursuant to the PSL Sales Agreement. No interest will be paid on any returned PSL Fee amounts. Upon return of such paid portion of the PSL Fee to Holder, the Agreement will terminate, and the parties will have no further

liability or obligation to each other under the terms of the Agreement or at law or in equity. If (i) the Seat(s) which is the subject of the Agreement is not included in the Stadium, (ii) the Seat(s) is not available for purposes of this Agreement, or (iii) before the first Team Game to be held at the Stadium, the NCA abandons its efforts to develop the Stadium, then the Sales Agent will notify Holder thereof, and by that notice will terminate the Agreement. As soon as is reasonably practicable thereafter, the PSL Fee (or such portion thereof as Holder has then paid) will be refunded by Sales Agent and no interest will be paid on any returned PSL Fee amounts. Upon return of such paid amount of the PSL Fee to Holder, the parties will have no further liability or obligation to each other under the terms of the Agreement or at law or in equity. Except as expressly provided in the Agreement or in this Exhibit C, in no event shall Holder be entitled to any refund of all or any portion of the PSL Fee after the first Team Game held at the Stadium. The right of refund by Sales Agent to Holder set forth in this Section 4(b) is Holder's sole and exclusive remedy for the failure to commence playing Team Games at the Stadium as against the NCA, StadCo, the Sales Agent or TeamCo. The NCA has not appropriated any funds to refund deposits under this Agreement, and the sole recourse of the Holder for any refund shall be to seek funds (i) held in the Deposit Account and available therefor, and (ii) otherwise, from the Sales Agent.

Prior to the execution and effectiveness of the Stadium Lease, the NCA reserves the right to discharge its obligations under this Agreement by termination or assignment to the Sales Agent in accordance with the PSL Sales Agreement, and in the event of any such termination or assignment by the NCA, the NCA shall have no payment or performance obligations under this Agreement and all such obligations shall be paid or performed by the Sales Agent.

- (c) In connection with (and after) the initial construction of the Stadium, the NCA and StadCo reserve the right, in the case of construction or design necessity, any Federal, State of Ohio or local law, ordinance or regulation, NFL regulation or directive, damage or destruction (whether whole or partial), renovation, reconstruction or obsolescence, to alter or change the design or configuration of the Stadium, including any change in the location of each of the Seat(s), which changes may affect the original association of the Seat(s) with the PSL(s). Holder acknowledges and agrees that, in the event of any change or alteration of seat locations within the Stadium, the Sales Agent may, in its sole discretion, provide Holder with Comparable Seat(s).

5. PSL RIGHTS AND OBLIGATIONS.

- (a) Except as provided herein, Holder has the right and obligation to purchase annually, at a price determined by TeamCo (the "Ticket Fee"), season tickets for each Seat for all Team Games (preseason and regular season) for each season that Team plays its home games in the Stadium. Holder also has the right and obligation to purchase tickets for each Seat for any postseason Team Games played in the Stadium (excluding Super Bowl games). For the purposes of the Agreement and this Exhibit C, for club or reserve seat holders, the "Ticket Fee" shall include the ticket component as well as the club or reserve seat premium charged for such seat.
- (b) ***Notwithstanding anything to the contrary contained herein, specifically including, but not limited to, Section 10 of this Exhibit C, if Holder fails to (i) pay any and all installments of the PSL Fee as and when due and payable pursuant hereto or (ii) purchase season tickets for Holder's designated Seat(s) by a specified deadline each year as determined by TeamCo and pay any and all Ticket Fees when due, then, in any such event, unless otherwise agreed in writing by TeamCo, Holder's right and obligation to purchase season tickets associated with the Seat(s) for all future NFL seasons hereunder will terminate automatically without any notice given or action taken by TeamCo, the Sales Agent or the NCA, and Holder will thereupon automatically forfeit its PSL(s), and all monies previously paid to the NCA or the Sales Agent (including but not limited to the PSL Fee and any deposits or payments associated therewith) and/or TeamCo hereunder. The Sales Agent, on behalf of the NCA, will in such event thereafter at any time have the right to sell one or more replacement PSL(s) with respect to such Seat(s) to any other person or party with no further obligation or liability to Holder.***

- (c) If Holder does not purchase tickets for each Seat for postseason Team Games played in the Stadium, as required by Section 5(a), by the date specified by TeamCo in its sole discretion, then TeamCo may sell such tickets to persons other than Holder. If TeamCo does not sell such tickets, then Holder shall remain obligated to pay for such tickets. Season tickets for the Seat(s) for future seasons may be withheld until such payment is received by TeamCo.
- (d) Except for a Related Party Transfer (as defined below), Holder may not assign, sell, sublease, pledge, hypothecate, mortgage or otherwise transfer (a "Transfer") any PSL without the prior written consent of the Sales Agent, which shall be granted in the Sales Agent's sole discretion.
 - (i) A "Related Party Transfer" is any of the following Transfers (other than a pledge, hypothecation or mortgage or similar transfer as collateral), provided (1) that the prospective transferee has never been barred from entering, or removed from: (i) the Stadium, (ii) any other stadium, ballpark or arena venue, or (iii) any Stadium event and (2) that the transferor has held the rights provided herein for at least one calendar year following the opening of the Stadium:
 - (A) A Transfer required due to the death or permanent disability of Holder or a similar event as determined by the Sales Agent in its sole discretion;
 - (B) In the case of Holders that are natural persons, a Transfer to a grandparent, parent, stepparent, spouse (including to an ex-spouse in connection with a divorce), registered domestic partner (including to an ex-partner in connection with a termination of the domestic partnership), sibling, child, stepchild, grandchild, or great grandchild;
 - (C) A Transfer to a trustee of a trust established for estate planning purposes, provided that the Holder is a beneficiary of such trust and the Transfer is not for resale, collateralization, or other commercial purpose; or
 - (D) In the case of Holders that are entities (other than entities, the primary asset of which is one or more PSLs), a Transfer to (1) an entity resulting from a merger or consolidation with Holder, (2) an entity succeeding to all or substantially all of the business or assets of Holder, or (3) an entity controlled by, controlling, or under common control with Holder.
- (e) There will be only one Holder for a given Seat at any given time. Once a Holder transfers a PSL, such Holder will no longer have any rights associated with the related Seat.
- (f) No transfer of a PSL (including, without limitation, those transfers described in Section 5(d)) will be complete until (i) Holder and Holder's prospective transferee have applied to the Sales Agent for the transfer of the PSL on a form prescribed by the Sales Agent for such purposes, (ii) Holder or Holder's prospective transferee has paid to the Sales Agent a \$100 transfer fee for each Seat transferred (except as set forth in Section 5(d)(i)(b) above), (iii) Holder has performed all obligations (including but not limited to payment obligations) under the PSL that have previously accrued, unless the Sales Agent, in its reasonable discretion, permits Holder to assign Holder's obligations that have accrued but have yet to be performed (including payment obligations) to the proposed transferee, and (iv) the Sales Agent has transferred the PSL on the records maintained by the Sales Agent for such purposes. The form of application prescribed by the Sales Agent shall contain the prospective transferee's agreement to assume and perform the obligations of Holder under the PSL and the Terms and Conditions hereof.
- (g) Any attempted transfer of a PSL in violation of the Terms and Conditions of the Agreement and this Exhibit C will give the Sales Agent the right, in its sole discretion, to terminate the PSL or the Agreement. If the Sales Agent does not exercise its right to terminate the PSL or the Agreement, the

Sales Agent may elect in its sole discretion to record and validate the attempted transfer of the PSL to the intended transferee upon receipt of all applicable fees.

- (h) A PSL does not entitle Holder to: (i) admission to any Team Games; (ii) a reduction or discount in the price of tickets to Team Games; (iii) admission to or other right to attend any event held at the Stadium other than a Team Game; (iv) an equity or ownership interest in the Stadium, the NCA, the Sales Agent, StadCo, Team, TeamCo or any part thereof; (v) voting rights with respect to the NCA, the Sales Agent, StadCo, Team, TeamCo or any other person or entity described in the Agreement; or (vi) rights to dividends or other distribution rights from the NCA, the Sales Agent, StadCo, Team, TeamCo or any other person described in the Agreement.
- (i) The Sales Agent may decline to process a transfer of a PSL if such transfer will result in an unacceptable concentration of PSLs in any one individual or entity, as determined by the Sales Agent in its sole discretion.

6. REPRESENTATIONS OF HOLDER. Holder hereby represents and warrants as follows:

- (a) Holder has read and understands the terms of the Agreement and all exhibits to the Agreement, including this Exhibit C;
- (b) Holder is not acquiring any PSL as an investment and has no expectation of profit as an owner of a PSL;
- (c) Holder is acquiring any PSL solely for the right to purchase tickets to Team Games as provided in the Agreement and to enjoy the Stadium amenities provided in connection with Holder's purchase of such tickets;
- (d) Holder is acquiring any PSL for Holder's own use and not with a view to the distribution, transfer or resale of the PSL(s) or any tickets to others;
- (e) Holder acknowledges that the Agreement gives Holder rights of personal privilege only and does not under any circumstance give or grant to Holder any leasehold, title, interest or other rights of any kind in any specific real or personal property;
- (f) Holder acknowledges that it will not have any equity or other ownership interest in the NCA, the Sales Agent, StadCo, TeamCo, the Stadium or any of the Stadium's facilities, and will not have any rights to dividends or other distribution rights from the NCA, the Sales Agent, StadCo, TeamCo or any other person described in the Agreement or in this Exhibit C as a result of being a holder under the Agreement and further will not have any voting rights with respect to any matters of the NCA, the Sales Agent, StadCo, TeamCo or any other matters as a result of being a Holder under the Agreement;
- (g) Holder acknowledges that a PSL is subject to termination under certain conditions, including those described in the Agreement and this Exhibit C;
- (h) Holder acknowledges that any transfer of a PSL is subject to a number of restrictions, that Holder has no right to transfer a PSL for profit or for any particular price and that PSLs are subject to forfeiture under certain conditions, including those explained in the Agreement and this Exhibit C;
- (i) Holder acknowledges that: (A) there is currently no market and no guarantee that there will ever be a market for the resale of PSLs, (B) none of the NCA, the Sales Agent, TeamCo or their agents has represented that there will be a market for the resale of PSLs, (C) none of the NCA, the Sales Agent, TeamCo or any other person is under any obligation to create or cause to be created such a market, and (D) Holder shall have no claim against Indemnitees (as defined herein) for any purported loss of value of PSLs or inability to transfer or sell a PSL for a desired price, or any price at all;

- (j) Holder acknowledges that none of the NCA, the Sales Agent, TeamCo or any other person has made any representations, warranties or covenants relating to the subject matter hereof other than as set forth in the Agreement and the exhibits thereto, including this Exhibit C;
- (k) Holder acknowledges that if no Team Game is ever held in the Stadium for any reason, none of the NCA, the Sales Agent or TeamCo shall have any liability whatsoever, other than the obligations specifically set forth in the Agreement or in this Exhibit C;
- (l) Holder acknowledges that the Agreement, including the exhibits thereto, may be subject to disclosure under applicable federal or state laws, rules, regulations, or orders, or the rules, regulations or policies of the NFL, and that neither Holder nor Holder's guests have any expectation of privacy with respect to a PSL, including use of the Seat(s) or attendance at Team Games by Holder and/or Holder's guests;
- (m) Holder acknowledges and agrees that the NCA has the right to assign any or all of its rights or obligations under the Agreement and this Exhibit C and that upon any such assignment of the Agreement by the NCA (other than for the benefit of a secured party solely in connection with a financing and prior to any foreclosure upon the assignee/secured party's interest herein as a result of an uncured default of the NCA thereunder), the NCA will be automatically and fully released from, and the NCA's assignee will be responsible for, all obligations and liabilities of the NCA under the Agreement and this Exhibit C;
- (n) Holder acknowledges and agrees that any subsequent sale by the NCA, the Sales Agent or TeamCo of a new personal seat location right(s) associated with the Seat(s) identified in the Agreement following the termination of the applicable PSL(s) or the Agreement is not a resale of such PSL(s), but is instead the creation of one or more new stadium personal seat location rights for the benefit of a different holder;
- (o) Holder represents that Holder has full authority and capacity to enter into and sign the Agreement and carry out its terms and conditions, and, when signed by Holder, the Agreement will be a binding obligation of Holder, enforceable against Holder in accordance with its terms; and that, without limiting the foregoing, if Holder is an entity, the individual signing on behalf of Holder is duly authorized to enter into the Agreement on behalf of Holder; and
- (p) Except to the extent the Sales Agent has waived, in the Sales Agent's sole discretion, the obligation of Holder to make such representation, Holder represents that Holder's residence (if Holder is an individual) or place of business (if Holder is an entity), as applicable, is within 250 miles of Brook Park, Ohio.

7. RESERVED RIGHTS. The NCA and/or the Sales Agent, as applicable, expressly reserve the following rights:

- (a) The right to exercise all rights at law or in equity, or as granted under the Agreement and this Exhibit C, including those rights in connection with a default by Holder hereunder, which rights expressly include the right of the Sales Agent, on behalf of the NCA, to terminate any PSL or the Agreement.
- (b) The right to check Holder's creditworthiness in connection with any PSL and the Agreement. Holder hereby authorizes the Sales Agent and its respective contractors, agents, designees, successors and assigns to access Holder's credit reports at any time when an installment payment is outstanding.
- (c) The right to improve, alter, restore, expand, or enlarge the Stadium, any amenity area, any seating area or any other portion of the Stadium, including as a result of any Federal, State of Ohio or local law, ordinance or regulation; NFL regulation or directive; damage or destruction (whether whole or partial); or renovation, reconstruction, or obsolescence. If, in connection with any such action, the Stadium seating or any amenity area(s) are relocated or reconfigured, either temporarily or

permanently, or in connection with any Team Game a Seat is otherwise temporarily unavailable for any reason, the Sales Agent reserves the right, temporarily or permanently, as applicable, to re-designate the specific locations of Seats and to modify the assignment of specific Seats to PSLs. If the Sales Agent determines that any such re-designation or modification is necessary, the Sales Agent will endeavor to assign to each affected PSL a Comparable Seat, to the Seat assigned to such PSL immediately prior to the applicable relocation, reconfiguration or temporary unavailability, all as determined by the Sales Agent in its sole discretion and without regard to the PSL Fee amount.

- (d) The right to offer or grant a right to offer PSLs and to revoke any PSL for any lawful reason, including breach of any of the provisions of the Agreement or the Applicable Rules.
- (e) The right to assign, pledge as collateral, encumber, transfer, sell or lease all or any part of the NCA's or the Sales Agent's respective right, title and interest in and to the Stadium and its appurtenant facilities: (i) as security for financing the Stadium project or any portion thereof or other facilities owned or operated by the NCA or TeamCo in the Stadium, (ii) to TeamCo, any affiliate of TeamCo or any successor owner of Team, or (iii) for other purposes of the NCA or TeamCo, and that, in any such event, the Agreement and the rights and interests of Holder hereunder shall be subordinate thereto; provided, that any such mortgagee, pledgee, assignee or the holder of any such lien shall agree in writing to recognize the Agreement and the rights and interests of Holder hereunder in the event of foreclosure or enforcement of said lien if Holder is not then in default in the performance of Holder's obligations under the Agreement. Upon any assignment of the Agreement, the assignee shall have all the rights of the assignor hereunder.
- (f) The right to assign, pledge as collateral, mortgage, encumber, transfer or sell all or any part of its rights and obligations, and of Holder under the Agreement, to one or more third parties, who may succeed to all or any part of the rights or obligations of the NCA or the Sales Agent under the Agreement.
- (g) The right to appoint another person to serve as the Sales Agent or to assume the rights and obligations of the Sales Agent hereunder, subject to the terms of the PSL Sales Agreement. Any action taken by such other person, by and on behalf of the NCA, shall be binding on Holder.

8. POSSESSION AND USE. Holder will have access to the Stadium and Seat(s) to which Holder's PSL(s) relates only upon presentation of a ticket for admission to a Stadium event. Holder and Holder's guests and invitees shall be bound by and shall observe the terms and conditions upon which tickets for admission to the Stadium have been issued, including, without limitation, any policy adopted with respect to the cancellation, re-scheduling or postponement of games or events. In addition, Holder shall maintain decorum and comply with all laws, policies, rules and regulations of all governmental authorities, the City of Brook Park, the NCA, the Sales Agent, StadCo, TeamCo, organizers of other events held at the Stadium and their respective representatives, agents, tenants, subtenants, employees, corporate affiliates and contractors. Holder acknowledges that the NFL, the City of Brook Park, the Sales Agent, StadCo, TeamCo and organizers of other events may adopt policies, rules, and regulations independently from the NCA relating to Holder's attendance at Team Games and other events held at the Stadium and that a violation of any such policies, rules and regulations may, in the discretion of the Sales Agent, also constitute a violation of the Agreement. Holder will be responsible for any violations of the terms and conditions of the Agreement by Holder's guests and invitees. Holder, and its guests and invitees, may be required, as a condition to enter the Stadium, to submit to a search for prohibited items. Without limiting the foregoing, Holder specifically agrees that neither it nor any of its guests or invitees will:

- (a) bring into the Stadium any alcoholic or intoxicating beverage, any illegal drug, or, except as prescribed to the treated person by a physician (where such treated person is attending the applicable Team Game or other event at the Stadium), any controlled substance;
- (b) permit the Seat(s) or any seat or area of the Stadium to be used for any illegal, improper, immoral, or objectionable purpose, or unduly disturb, obstruct, or interfere with the rights of any other holder, ticket holders or other attendees at a Team Game or other event at the Stadium;

- (c) film or record for transmission, or transmit from the Seat(s) or the Stadium, all or any portion of any Team Game or other event held at the Stadium, or any description thereof, by any means (including, but not limited to, radio, television, or internet broadcasting, whether distributed live or by means of film, tape, digital, streaming or other technology; but excluding any photography or videography solely for personal and noncommercial uses (e.g., posting to a personal social media account)); or
 - (d) tolerate or permit the use of the Seat(s) in violation of the terms and conditions of the Agreement, including this Exhibit C, or create any nuisance or take any action that either diminishes hazard insurance coverage for the Stadium or increases the premium payable for that insurance.
9. **TERMINATION.** The Agreement shall terminate on the earlier to occur of: (i) any termination event described in this Section 9, and (ii) the earlier of the thirtieth (30th) anniversary of the commencement of the initial term under the lease and operating agreement between the NCA, as lessor, and Primacy Development, LLC, as lessee (in such capacity, “StadCo”), pursuant to which the NCA leases the Stadium to StadCo (the “Stadium Lease”) and any earlier termination date of the Stadium Lease pursuant to the terms thereof (the period described in this sentence, the “Term”).
- (a) **Failure to Buy Team Game Season Tickets.** Unless otherwise agreed in writing by the Sales Agent, if Holder does not purchase Team Game season tickets for any Seat(s) by the payment deadline specified each year by TeamCo, (i) Holder’s PSL(s) relating to such Seat(s) will terminate, and if no Team Game season tickets for any Seat(s) are purchased by Holder in such year, then the Agreement will terminate, (ii) Holder will no longer have the priority right to purchase Team Game season tickets for such Seat(s) for the then-current NFL season or any subsequent NFL seasons, (iii) Holder will no longer have the priority right to purchase tickets to other events held at the Stadium, and (iv) none of the NCA, the Sales Agent, StadCo or TeamCo will have any further obligation or liability to Holder with regard to the sale of Team Game season tickets or tickets to other events held at the Stadium whatsoever with respect to such PSL(s); provided, however, (A) Holder’s rights will not be terminable under this Section 9(a) if tickets for Team Games are not purchased for Seat(s) solely pursuant to Section 11 of this Exhibit C, and (B) for any NFL season beginning before December 31, 2031, if Team Games are not, and have not been, played in the Stadium, Holder will have the right, but will not be required, to purchase Team Game season tickets for such NFL season (subject to the terms and conditions hereof), and if Holder elects not to purchase such Team Game season tickets, or does not purchase such Team Game season tickets by the applicable payment deadline, Holder’s rights will not be terminable under this Section 9(a) of Exhibit C.
 - (b) **Involuntary Termination.**
 - (i) **Termination as a Result of Breach of the Agreement.** The Sales Agent may terminate the Agreement and all of Holder’s PSLs in the event Holder breaches any term of the Agreement, including as set forth in Section 10 of this Exhibit C.
 - (ii) **Termination as a Result of Violation of Applicable Rules.** The Sales Agent may terminate the Agreement and all of Holder’s PSLs in the event Holder or any of Holder’s guests or invitees fail to abide by applicable law or orders or the applicable rules, regulations, and policies that may be adopted from time to time by the NCA, the Sales Agent, StadCo, TeamCo, the NFL or organizers of other events held at the Stadium (collectively, such laws, orders, rules, regulations and policies, the “Applicable Rules”).
 - (c) **Other Termination Events.** The Agreement and all of Holder’s PSL(s) will terminate at the times and upon the occurrence of the conditions set forth in any other provisions of the Agreement and this Exhibit C. The Sales Agent may, at any time it so chooses in its sole discretion (including at the request of Holder), develop procedures pursuant to which a voluntary termination of the Agreement may be permissible. In the event that the Sales Agent develops such procedures, such voluntary termination will only be available to the extent Holder has paid the PSL Fee amount in full.

- (d) Continuing Obligation to Pay Installments. Notwithstanding any termination of any or all of Holder's PSLs or the Agreement, Holder shall continue to be liable for payment of the full PSL Fee amount, as set forth in Exhibit B.
- (e) Right to Sell PSLs. After termination of any or all of Holder's PSLs, the Sales Agent shall, on behalf of the NCA, have the right to sell, or to grant the right to sell, one or more new personal seat location rights for the related Seat(s) to any other person with no further obligation or liability to Holder whatsoever, including any obligation to compensate Holder. Following any such termination, (i) Holder's PSL(s) will terminate, and if all of Holder's PSLs have been terminated, then the Agreement will terminate, (ii) Holder will no longer have the right to purchase tickets to Team Games for the applicable Seat(s) for the then-current NFL season or any NFL seasons that follow, (iii) Holder will no longer have the priority right to purchase tickets for the applicable Seat(s) for other events held at the Stadium, and (iv) none of the NCA, the Sales Agent, StadCo or TeamCo will have any further obligation or liability to Holder with regard to the sale of tickets to Team Games or tickets to other events held at the Stadium whatsoever with respect to the terminated PSL(s). After termination of any PSL or the Agreement as set forth above, the Sales Agent shall have the right to sell a new PSL for the Seat(s) relating to such terminated PSL(s) to any other person.
10. DEFAULT. In addition to, and not exclusive of, the rights of the NCA, the Sales Agent and TeamCo set forth in Section 5(b) and Section 5(c) hereof, in the event Holder fails to pay when due any amounts to be paid by Holder pursuant to the Agreement (including, without limitation, the PSL Fee or Ticket Fee) or otherwise defaults in the performance or observation of Holder's duties and obligations under the Agreement (other than as set forth in Section 5(b) and Section 5(c) hereof), either the Sales Agent or TeamCo may, at its option: (a) withhold distribution of tickets to Holder for games and events played in or held at the Stadium until such time as such default is cured (if such default is curable), and/or (b) terminate the rights of Holder under the Agreement after giving Holder not less than fifteen (15) days' prior written notice of such default or breach. If Holder shall not have cured the default or breach specified in said notice within said fifteen (15) day period, then the Sales Agent may terminate Holder's PSL(s) and all other rights and privileges of Holder under the Agreement.
- Notwithstanding the foregoing, Holder acknowledges and agrees that the failure to maintain proper decorum and abide by the rules, regulations, and policies that may be adopted from time to time by the NFL, governmental entities, the City of Brook Park, the NCA, the Sales Agent, StadCo, TeamCo or organizers of other events (including Applicable Rules) held at the Stadium are non-curable defaults, and the notice in such event from the Sales Agent is for the sole purpose of notifying Holder of such breach and termination.
- The foregoing remedies shall not be to the exclusion of any other right or remedy set forth in the Agreement or otherwise available at law or in equity. Holder shall be responsible for all attorneys' fees and costs incurred by the NCA, the Sales Agent or TeamCo in the enforcement of the Agreement, whether or not litigation is actually commenced and including any appellate proceedings.
- No waiver by the NCA, the Sales Agent or TeamCo of any default or breach by Holder of its obligations under the Agreement shall be construed to be a waiver or release of any other or subsequent default or breach by Holder under the Agreement, and no failure or delay by the NCA, the Sales Agent or TeamCo in the exercise of any remedy provided for in the Agreement shall be construed as a forfeiture or waiver thereof or of any other right or remedy available to the NCA, the Sales Agent or TeamCo.
11. DAMAGE, DESTRUCTION, STRIKES ETC.
- (a) In the event of any damage to or destruction of or unavailability of the Stadium due to an act of God, natural disaster (e.g., earthquake, flood, fire, etc.), contamination, act of war or terrorism, pandemic, or other force majeure event, the effect of which is, individually or in the aggregate, to damage or destroy the Stadium or make the Stadium (or any seats therein) unavailable for Team Games (any such event, a "Casualty Event"), none of the NCA, the Sales Agent, StadCo or TeamCo shall have any obligation hereunder or under the Agreement to repair such damage or rebuild the Stadium or

make the Stadium available; provided that in the event of any widespread damage, destruction or unavailability of the Stadium:

- (i) If the damage to the Stadium is repaired or the Stadium is rebuilt, or the Stadium is otherwise made available, the Sales Agent shall endeavor to provide Holder with Comparable Seat(s) at the stadium at which Team Games are played during the period of repair, rebuilding or unavailability; provided that if the Stadium is repaired, rebuilt or otherwise made available again, there is a reduction in the seats at the Stadium, including the Seat(s), then the provisions of Section 11(b) shall apply.
 - (ii) If the damage to the Stadium is not repaired or the Stadium is not rebuilt, or the Stadium remains unavailable, the Agreement and the PSL(s) shall terminate as of the date of such Casualty Event, and the NCA, the Sales Agent, StadCo and TeamCo shall have no further liability under the Agreement or this Exhibit C; provided that the Ticket Fee payable under the Agreement shall be abated during the period of time that Holder's Seat(s) are unusable. Any such abatement of the Ticket Fee shall be computed for each NFL season by dividing the number of regular season Team Games for which the Holder's Seat(s) were unusable by the total number of regular season Team Games originally scheduled to be played in the Stadium during the applicable NFL season. Any such abatement amount shall be offset against the next succeeding installment of the Ticket Fee payable by Holder. There shall be no abatement for cancelled preseason Team Games or postseason Team Games or unavailability of Holder's Seat(s) or the Stadium for preseason Team Games or postseason Team Games.
- (b) In the event of any damage to, destruction of or unavailability of any Seat(s) that renders such Seat(s) unusable or unavailable, for any reason, other than as a result of any circumstances set forth in Section 11(a) of this Exhibit C (excluding the proviso at the end of Section 11(a)(i)), the Sales Agent shall endeavor to provide Holder a Comparable Seat(s), either permanently or until the Seat(s) is repaired or replaced or available. If the Sales Agent determines that there is no Comparable Seat(s), other than unavailability on a temporary basis (which determination whether such unavailability is temporary shall be made by the Sales Agent), and it is not commercially reasonable to repair or replace such Seat(s), the Sales Agent shall provide notice of such determination to Holder and TeamCo and Holder's PSL(s) relating to such Seat(s) shall terminate as of the date of such notice, and if all PSL(s) subject to the Agreement are terminated, the Agreement shall also terminate; provided that the entire amount of the abatement described in Section 11(a)(ii) of this Exhibit C, and a pro rata portion of the PSL Fee (based on the unused portion and a 30-year life), shall be promptly returned to Holder; provided, however, that the pro rata portion of the PSL Fee shall not be returned to Holder if the Agreement is terminated due to the circumstances set forth in this Section 11(b) after the tenth anniversary of the Contract Date. Upon payment of such abatement amount, none of the NCA, the Sales Agent, StadCo or TeamCo shall have any further liability under the Agreement. No interest shall be paid on any returned Ticket Fees or any returned portion of the PSL Fee. The Ticket Fee shall not be abated if and/or to the extent the Seat(s) are rendered unusable due to the fault or neglect of Holder.
- (c) If the Sales Agent determines that the Seat(s) and Comparable Seat(s) are unavailable solely on a temporary basis, TeamCo's or its affiliate's, as applicable, obligation to sell, and Holder's obligation to purchase, season tickets for such Seat(s) shall be suspended with respect to Team Games played during such temporary unavailability.
- (d) Without limiting the provisions of Section 12 of this Exhibit C, none of the NCA, the Sales Agent or TeamCo will be liable for, and Holder will not assert any deduction, set off, or claim of any nature against the NCA, the Sales Agent or TeamCo for, any act or omission of or any breach or default by any third party or concessionaire. Holder will be bound by the terms and conditions established from time to time by each third party for cancellation or postponement of any Team Game. The NCA, the Sales Agent and TeamCo will have no responsibility or liability to Holder on account of any cancellation or postponement or other failure or deficiency in the conduct of any Team Game,

including but not limited to any cancellation on account of any strike or other labor disturbance or any condition in or around the Stadium. Neither TeamCo nor any event organizer will have any liability on account thereof except as otherwise expressly set forth on the tickets issued to Holder.

- (e) ***For the avoidance of doubt, there will be no reduction in, or refund of, the PSL Fee nor any modification in the schedule of PSL Fee payments required pursuant hereto in the event of a work stoppage, strike, labor stoppage, lock-out, pandemic, or any other disturbance or other circumstance that results in the cancellation of Team Games.***

12. ASSUMPTION OF RISK; INDEMNIFICATION; DISCLAIMER OF LIABILITY.

- (a) None of the NCA, the City of Brook Park, the Sales Agent, TeamCo, any manager of the Stadium (the "Stadium Manager"), any organizer of a non-Team Game event at the Stadium, nor any of their respective officers, owners, directors, elected or appointed officials, employees or agents (collectively, the "Indemnitees"), shall be liable to Holder or responsible for, and Holder, for itself and each of Holder's guests and invitees, hereby assumes all risk for, any loss, damage, or injury to any person or to any property of Holder or Holder's guests and invitees in or around the Stadium (including the parking lots) arising out of, during, or related to their attendance at a Team Game or other event at the Stadium resulting from any cause whatsoever, including but not limited to theft and vandalism, incidents involving other patrons, injury from thrown or dropped objects, and spills of food or beverages, regardless of whether the personal injury or property damage was caused by or results from, in whole or in part, the negligence or other fault of any Indemnatee, whether sole, joint, active or passive, excepting only those damages, costs or expenses attributable (and only to the extent attributable) to the gross negligence or willful misconduct of an Indemnatee, and then only such Indemnatee shall be liable with respect to such conduct. Holder hereby agrees to assume all responsibility and liability for the consumption of alcoholic beverages or other substances by Holder and Holder's guests and invitees at the Stadium, and for the conduct and behavior of Holder and Holder's guests.
- (b) HOLDER HEREBY RELEASES AND AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES FROM AND AGAINST ANY LIABILITY, LOSSES, CLAIMS, DEMANDS, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND LITIGATION OR ARBITRATION EXPENSES, ARISING OUT OF OR RELATED TO (I) ANY VIOLATION OR NONPERFORMANCE OF THIS AGREEMENT OR OF ANY APPLICABLE RULES BY HOLDER OR ANY OF HOLDER'S GUESTS OR INVITEES, (II) THE USE OF ALCOHOL OR OTHER SUBSTANCES IN OR AROUND THE STADIUM (INCLUDING THE PARKING LOTS) BY HOLDER OR ANY OF HOLDER'S GUESTS OR INVITEES, (III) THE CONDUCT OR BEHAVIOR OF HOLDER AND HOLDER'S GUESTS OR INVITEES, AND/OR THE USE OF THE SEATS OR THE STADIUM (INCLUDING THE PARKING LOTS) BY HOLDER OR HOLDER'S GUESTS OR INVITEES, AND (IV) ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING IN OR AROUND THE STADIUM (INCLUDING THE PARKING LOTS) IN CONNECTION WITH HOLDER'S OR HOLDER'S GUESTS' OR INVITEES' USE OR OCCUPANCY OF THE SEAT(S), INCLUDING AS A RESULT OF NEGLIGENT, RECKLESS, WILLFUL, OR WANTON ACTION OF THIRD-PARTIES, REGARDLESS OF WHETHER SUCH PERSONAL INJURY OR PROPERTY DAMAGE WAS CAUSED BY OR RESULTS FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OR OTHER FAULT OF ANY INDEMNITEE, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE, EXCEPTING FROM THIS INDEMNITY ONLY ANY SUCH DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE (AND ONLY TO THE EXTENT ATTRIBUTABLE) TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE, AND THEN ONLY SUCH INDEMNITEE SHALL BE LIABLE WITH RESPECT TO SUCH CONDUCT.
- (c) Holder acknowledges that, although none of the Indemnitees (other than the Sales Agent) is a party to the Agreement, each such Indemnatee is an express third-party beneficiary of this Section 12 of Exhibit C and will directly and indirectly receive the benefit of, and may enforce as if a party to the Agreement, the provisions of this Section 12 of Exhibit C.

13. CHOICE OF LAW; MANDATORY AND BINDING ARBITRATION; NO CLASS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS; LIMITATION ON TIME TO MAKE CLAIMS.

PLEASE CAREFULLY READ THIS PROVISION. THE AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN THE PARTIES WILL BE RESOLVED BY BINDING ARBITRATION. HOLDER IS THUS GIVING UP HOLDER'S RIGHTS TO GO TO COURT TO ASSERT OR DEFEND ITS RIGHTS UNDER THE AGREEMENT (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT). THE PARTIES' RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. THE PARTIES ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. THE ARBITRATOR'S DECISIONS ARE AS ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT.

- (a) Choice of Law. THE AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO AND CALLS FOR PERFORMANCE IN CUYAHOGA COUNTY, OHIO, AND JURISDICTION AND VENUE FOR ANY DISPUTES ARISING OUT OF OR RELATED TO THE AGREEMENT SHALL EXCLUSIVELY LIE IN THE FEDERAL OR STATE COURTS SITTING IN CUYAHOGA COUNTY, OHIO, WITHOUT REGARD TO ANY OTHER APPLICABLE PRINCIPLES OF CONFLICT OF LAWS. The parties waive any claims that may arise under the laws of other states, countries, territories or jurisdictions.
- (b) Mandatory and Binding Arbitration. Except as provided in Section 13(b), below, with respect to any and all disputes arising out of or relating to the Agreement, no matter on what theory, including without limitation, contract, tort, statutory or regulatory, or common law, and including regarding the applicability or validity of this arbitration provision (collectively, "Claims"), the parties agree to negotiate in good faith to achieve a mutually satisfactory resolution. If the parties do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described herein; provided, however, that the parties have the right to litigate any Claim in small claims court, if all the requirements of the small claims court, including any limitations on jurisdiction and the amount at issue in the Claim, are satisfied. Holder agrees to bring a Claim in small claims court only in Cuyahoga County, Ohio. HOLDER ACKNOWLEDGES THAT HOLDER IS GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY, except as described in the foregoing sentence for Claims that may be litigated in small claims court. Instead, to the maximum extent permitted by applicable law, all Claims will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act, 9 U.S.C. section 1-9 (or any successor thereto). Any court with jurisdiction over the parties may enforce the arbitrator's award.

Except for Claims eligible to be heard in small claims court, as described above, all Claims that cannot be settled through informal negotiation will be adjudicated exclusively through confidential binding arbitration in accordance with the then current Consumer Arbitration Rules of the American Arbitration Association (the "AAA"), or, in the event the AAA declines or is unable to administer the arbitration, by a national recognized arbitration forum reasonably selected by the Sales Agent. AAA rules are available from the AAA, which can be contacted through its website at www.adr.org. The arbitrator's award shall be binding and may be entered as a judgment in a court of competent jurisdiction. Holder agrees that the Sales Agent and/or the NCA may seek interim or preliminary relief from a court of competent jurisdiction in Cuyahoga County, Ohio necessary to protect its rights or property pending the completion of arbitration. Notwithstanding the foregoing, nothing in the Agreement or in these Terms and Conditions shall require the NCA to submit to the jurisdiction of the AAA with respect to any Claims without the approval of the Board of Trustees of the NCA.

- (c) No Class or Representative Actions or Arbitrations. THE PARTIES EXPRESSLY AGREE THAT ANY CLAIM SHALL BE PERSONAL TO THEM, AND ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY CLAIM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS.

NO PARTY WILL SEEK TO HAVE ANY CLAIM HEARD AS A CLASS ACTION OR IN ANY OTHER PROCEEDING IN WHICH ANY PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. No arbitration or proceeding will be consolidated or combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

- (d) Limitation on Time to Make Claims. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HOLDER PERMANENTLY AND IRREVOCABLY WAIVES THE RIGHT TO BRING ANY CLAIM IN ANY FORUM UNLESS HOLDER PROVIDES THE NCA AND THE SALES AGENT WITH WRITTEN NOTICE OF THE EVENTS OR FACTS GIVING RISE TO THE CLAIM WITHIN ONE (1) YEAR OF THEIR OCCURRENCE.
- (e) Action for Nonpayment. Notwithstanding the arbitration provisions of this section, the Sales Agent may bring an action against Holder for any unpaid amounts under the Agreement in a federal or state court situated in Cuyahoga County, Ohio, and Holder hereby submits to personal jurisdiction therein and irrevocably waives any objection as to venue therein.

14. MISCELLANEOUS.

- (a) The NCA, the Sales Agent, TeamCo and Holder agree that they may rely upon an electronic copy of the Agreement executed by the other parties hereto. In that regard, and in order to facilitate execution of the Agreement, the Agreement may be executed in one or more counterparts as may be convenient or required, and an executed copy of the Agreement delivered by electronic mail transmittal or by other electronic communication will have the effect of an original, manually executed instrument. All counterparts of the Agreement will collectively constitute a single instrument; but, in making proof of the Agreement, it will not be necessary to produce or account for more than one counterpart thereof. Each signature page to any counterpart of the Agreement may be detached from the counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart of the Agreement identical thereto except having attached to it additional signature pages. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.
- (b) All notices, demands and other communications between the parties required or appropriate under the Agreement shall be in writing and deemed given to: (i) Holder if mailed, postage prepaid, to the addresses set forth for Holder in the Agreement, or to such other address as may be designated by Holder to the Sales Agent, from time to time, in writing (or in such other manner as mutually agreed), or (ii) the NCA or the Sales Agent, as applicable, if mailed, by certified or registered mail, postage prepaid, return receipt requested to the addresses set forth for the NCA or the Sales Agent, as applicable, in the Agreement, or to such other address as may be designated by the NCA or the Sales Agent to Holder, from time to time, in writing.
- (c) The Agreement, including these Terms and Conditions and the other Exhibits annexed thereto and hereto, contains the entire agreement of the parties with respect to the matters provided for therein and herein, and shall supersede any written instrument or oral agreement previously made or entered into by the parties to the Agreement or any personal seat location right plan offered by the NCA and/or its agents (including the Sales Agent), specifically including but not limited to any advertising, visual presentations, marketing materials, brochures, order forms, and surveys distributed (in any form) by the NCA and/or its agents (including the Sales Agent).
- (d) The Agreement, and all the terms and provisions hereof, shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. No amendment or modification to the Agreement shall be effective unless the same is in writing and signed by both the Sales Agent and Holder.

- (e) Holder agrees to pay all taxes associated with entering into the Agreement and holding the PSL and the underlying tickets (including but not limited to, any admissions taxes), whether presently imposed or imposed in the future by any taxing authority.
- (f) It is acknowledged and agreed that the parties hereto do not intend to hereby charge or collect any finance charge or other fee or charge that is more than the maximum amount permitted for this sale by applicable state or federal law. Consequently, if Holder pays a finance charge or other fee or charge that is in excess of the maximum amount permitted by any such law, as determined by a final judgment of a court, the amount of such excess shall instead first be applied to reduce the outstanding balance of the total cash price and accrued but unpaid fees and charges payable hereunder, and the remainder, if any, of such excess shall then be refunded by the Sales Agent to Holder. The NCA has not appropriated any funds to refund amounts under this Agreement and the sole recourse of the Holder for any refund shall be to seek funds (i) held in the Deposit Account and available therefor, and (ii) otherwise, from the Sales Agent.
- (g) If any provision or provisions, or if any portion of any provision or provisions, of the Agreement is or are ultimately determined by an arbitrator or a court of law to be in violation of any local, state, or federal law, or public policy, and if such arbitrator or court shall declare such portion, provision, or provisions of the Agreement to be illegal, invalid, unlawful, void, or unenforceable as written, then it is the intent of the parties that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of the Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained herein, and provided that the economic and legal substance of the provisions hereof are not affected in any manner materially adverse to any party, the rights, obligations and interests of the parties under the remainder of the Agreement shall continue in full force and effect, unless the amounts or charges payable under the Agreement or contemplated by the Agreement are thereby decreased, in which event the Sales Agent may terminate the Agreement and Holder's PSL(s).

EXHIBIT D
CLUB/RESERVED SEAT HOLDER TERMS AND CONDITIONS

If any PSL granted under the Agreement is for a seat that is a “club” or “reserved” seat (i.e., a seat with club or reserved amenities or that is designated a “club” or “reserved” seat, as applicable, by the Sales Agent), then Holder shall be obligated to pay the club or reserved seat, as applicable, fees on an annual basis as directed by the NCA and, if such fees are not paid as directed by the NCA, the NCA shall have the remedies set forth in Sections 5(b) and 5(c) of Exhibit C to the Agreement (and any other applicable remedies under the Agreement and applicable law).

For the avoidance of doubt, Holder is not entitled to the below listed amenities by reason of Holder’s execution of and entry into the Agreement. Holder may be entitled to the below listed amenities (which, Holder acknowledges, are subject to modification at any time in the sole discretion of the Sales Agent and/or TeamCo) as consideration for Holder’s purchase of season tickets.

Club/Reserved Seat Amenities: [See attached.]

EXHIBIT E
SALES AGENT ACCEPTANCE

The Personal Seat Location Right Agreement (the “Agreement”), dated as of [____], by and between Primacy Development, LLC (the “Sales Agent”) and [____], has been Accepted (as defined in the Agreement, following the execution and delivery of the Definitive Documents (as defined in the Agreement)) by the Sales Agent as of the date listed below.

SALES AGENT:

PRIMACY DEVELOPMENT, LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

INSURANCE REQUIREMENTS

Pursuant to Section 13.1 of this Agreement the Seat Right Agent shall purchase and maintain, at its own cost and expense, the below listed insurance coverages. The insurance afforded to additional insureds hereunder, including but not limited to the Employer's Liability Policy identified in subsection (d) below, shall be primary insurance and, in the event the additional insureds maintain other insurance that is applicable to the loss, it will be on an excess or contingent basis.

(a) a commercial general liability insurance policy (the "Seat Right Agent's GL Policy"), written on an occurrence basis, naming the Seat Right Agent and Subagents, as applicable, as the named insured (with the effect that the Seat Right Agent and its employees are covered), affording protection against liability arising out of personal injury, bodily injury and death or property damage and containing provisions for severability of interests. The Seat Right Agent's GL Policy shall be in such amount and with such policy limits so that (i) the limits are adequate to maintain the Seat Right Agent's Excess/Umbrella Policies (as defined below) without gaps in coverage between the Seat Right Agent's GL Policy and the Seat Right Agent's Excess/Umbrella Policies (but not less than One Million and No/100 Dollars (\$1,000,000.00) each occurrence, One Million and No/100 Dollars (\$1,000,000.00) personal and advertising injury, Two Million and No/100 Dollars (\$2,000,000.00) completed operations aggregate, Two Million and No/100 Dollars (\$2,000,000.00) general aggregate, and One Million and No/100 Dollars (\$1,000,000.00) fire legal liability; and (ii) the deductible or self-insured retention not to exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) per occurrence

(b) a business automobile liability insurance policy policies covering all vehicles, whether owned, non-owned and hired or borrowed vehicles, naming the Seat Right Agent and Subagents, as applicable, as the insured, affording protection against liability for bodily injury and death or for property damage in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit per occurrence or its equivalent and with a deductible or self-insured retention not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) per accident;

(c) an excess or umbrella liability insurance policy or policies (the "Seat Right Agent's Excess/Umbrella Policies"), written on an occurrence basis naming the Seat Right Agent as the insured, in an amount not less than Fifty Million and No/100 Dollars (\$50,000,000.00) per occurrence and in the aggregate for personal injury, bodily injury and death or property damage liability combined, such policies to be written on an excess basis above the underlying policies, including commercial general liability, business auto and employer's liability, and following the form of such required underlying policies;

(d) a workers' compensation insurance policy (the "Seat Right Agent's Worker's Compensation/Employer's Liability Policy") and any and all other statutory forms of insurance now or hereafter prescribed by Applicable Law, providing statutory coverage under the laws of the State of Ohio for all Persons employed by the Seat Right Agent, and employers liability

insurance policy, naming the Seat Right Agent as the insured, affording protection of not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by accident (each accident), not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by disease (each employee) and not less than One Million and No/100 Dollars (\$1,000,000.00) bodily injury by disease (policy limit), and with each deductible or self-insured retention not exceeding One Million and No/100 Dollars (\$1,000,000.00) per accident, or such higher deductible as is commonly utilized by other NFL teams; and

(e) terrorism coverage, to the extent provided under the Terrorism Risk Insurance Act (aka TRIA) or an extension thereof, shall be required for all insurance policies required in this Exhibit B.

All insurance policies required to be procured under this Agreement, other than the policy described above in clause (e), shall be effected under valid policies issued by insurers which have an Alfred M. Best Company, Inc. rating of "A-" or better and a financial size category of not less than "VII" (or, if Alfred M. Best Company, Inc. no longer uses such rating system, then the equivalent or most similar ratings under the rating system then in effect, or if Alfred M. Best Company, Inc. is no longer the most widely accepted rater of the financial stability of insurance companies providing coverage such as that required by this Agreement, then the equivalent or most similar rating under the rating system then in effect of the most widely accepted rater of the financial stability of such insurance companies at the time); provided that the Seat Right Agent may utilize insurers with lower Alfred M. Best Company, Inc. ratings with the prior written Consent of NCA.

Other than the Seat Right Agent's Worker's Compensation/Employer's Liability Policy, all insurance policies required under this Agreement to be maintained by the Seat Right Agent and its assignees, sublessees or its licensees shall name NCA and any mortgagees, and their respective shareholders, members, owners, officers, directors, trustees, employees, representatives, and agents as additional insured, as applicable.

**BOARD OF TRUSTEES
BROOK PARK NEW COMMUNITY AUTHORITY**

The Board of Trustees (the “Board”) of the Brook Park New Community Authority (the “Authority”) met on August 10, 2026 at 10:30 a.m. at 17400 Holland Road, Brook Park, Ohio 44142, with the following members present:

M_. _____ introduced the following resolution and M_. _____ moved its passage:

RESOLUTION NO. 2026-11

A RESOLUTION PROVIDING FOR THE APPROVAL OF THAT CERTAIN
COOPERATIVE ADMINISTRATIVE SERVICES AGREEMENT BY AND
BETWEEN THE BROOK PARK NEW COMMUNITY AUTHORITY AND THE
CITY OF BROOK PARK

WHEREAS, the Brook Park New Community Authority (the “Authority”) has been created and the Board of Trustees of the Authority (the “Board”) has been appointed pursuant to the authority contained in Ohio Revised Code Chapter 349; and

WHEREAS, Section 349.06(I) of Chapter 349 permits the Authority to enter into contracts and agreements; and

WHEREAS, the Authority seeks to authorize the execution and delivery by the Authority of a Cooperative Administrative Services Agreement (the “Agreement”) by and between the Authority and the City of Brook Park, Ohio.

NOW, THEREFORE, BE IT RESOLVED by the Board that:

Section 1. Approval. The Vice Chairperson of the Authority shall execute, acknowledge and deliver, in the name of the Authority, the Agreement in substantially the form attached hereto as Exhibit A, and that form is hereby approved, with any changes not substantially adverse to the Authority as may be permitted by the Chapter 349, and the approval of those completions or changes, and that any changes are not substantially adverse to the Authority shall be conclusively evidenced by the execution by the Vice Chairperson of the Authority of the Agreement. The performance of the Agreement by the Authority and its officers is hereby approved by the Authority. To the extent that any funds are owed by the Authority under the Agreement, those funds are hereby appropriated by the Authority.

Section 2. Other Documents and Further Actions. The Chairperson, Vice Chairperson, Secretary, and Treasurer of the Authority, alone or together, are further authorized and directed to execute any certifications, documents, statements, assignments, agreements, and instruments, and to take such further actions as are necessary or appropriate to effect or consummate the transactions contemplated in the Agreement, so long as such actions are not inconsistent with this resolution, not materially adverse to the Authority, and are permitted by Chapter 349. The determination that such actions and any documents executed pursuant to those actions are not materially adverse to the Authority shall be evidenced conclusively by the taking of those actions or execution of those documents by those officials. All actions taken by the officers and officials of the Authority and of this Board in connection with the Agreement prior to the date of this resolution are hereby ratified and approved.

Section 3. Effective Date. This Resolution shall be in full force and effect immediately upon its passage.

Section 4. Compliance with Open Meeting Law. This Board hereby finds and determines that all formal actions taken relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.

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M. _____ seconded the motion and, after discussion, a roll call vote was taken and the results were:

Voting Aye: _____

Voting Nay: _____

Passed: _____, 2026

BROOK PARK NEW COMMUNITY
AUTHORITY

Attest: _____
Secretary

Chairperson

CERTIFICATE

The undersigned Secretary of the Board of Trustees of the Brook Park New Community Authority hereby certifies that the foregoing is a true copy of a resolution duly passed by the Board of Trustees of said Authority on _____, 2026.

Secretary
Brook Park New Community Authority

Exhibit A

Cooperative Administrative Services Agreement

[Attached]

**BOARD OF TRUSTEES
BROOK PARK NEW COMMUNITY AUTHORITY**

The Board of Trustees (the “Board”) of the Brook Park New Community Authority (the “Authority”) met on August 10, 2026 at 10:30 a.m. at 17400 Holland Road, Brook Park, Ohio 44142, with the following members present:

M_. _____ introduced the following resolution and M_. _____ moved its passage:

RESOLUTION NO. 2026-12

A RESOLUTION PROVIDING FOR THE APPROVAL OF THAT CERTAIN
REIMBURSEMENT AGREEMENT BY AND BETWEEN THE BROOK PARK
NEW COMMUNITY AUTHORITY AND THE CITY OF BROOK PARK

WHEREAS, the Brook Park New Community Authority (the “Authority”) has been created and the Board of Trustees of the Authority (the “Board”) has been appointed pursuant to the authority contained in Ohio Revised Code Chapter 349; and

WHEREAS, Section 349.06(I) of Chapter 349 permits the Authority to enter into contracts and agreements; and

WHEREAS, the Authority seeks to authorize the execution and delivery by the Authority of a Reimbursement Agreement (the “Agreement”) by and between the Authority and the Primacy Development, LLC, a Delaware limited liability company

NOW, THEREFORE, BE IT RESOLVED by the Board that:

Section 1. Approval. The Chairperson of the Authority shall execute, acknowledge and deliver, in the name of the Authority, the Agreement in substantially the form attached hereto as Exhibit A, and that form is hereby approved, with any changes not substantially adverse to the Authority as may be permitted by the Chapter 349, and the approval of those completions or changes, and that any changes are not substantially adverse to the Authority shall be conclusively evidenced by the execution by the Chairperson of the Authority of the Agreement. The performance of the Agreement by the Authority and its officers is hereby approved by the Authority. To the extent that any funds are owed by the Authority under the Agreement, those funds are hereby appropriated by the Authority.

Section 2. Other Documents and Further Actions. The Chairperson, Vice Chairperson, Secretary, and Treasurer of the Authority, alone or together, are further authorized and directed to execute any certifications, documents, statements, assignments, agreements, and instruments, and to take such further actions as are necessary or appropriate to effect or consummate the transactions contemplated in the Agreement, so long as such actions are not inconsistent with this resolution, not materially adverse to the Authority, and are permitted by Chapter 349. The determination that such actions and any documents executed pursuant to those actions are not materially adverse to the Authority shall be evidenced conclusively by the taking of those actions or execution of those documents by those officials. All actions taken by the officers and officials of the Authority and of this Board in connection with the Agreement prior to the date of this resolution are hereby ratified and approved.

Section 3. Effective Date. This Resolution shall be in full force and effect immediately upon its passage.

Section 4. Compliance with Open Meeting Law. This Board hereby finds and determines that all formal actions taken relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.

[Balance of Page Intentionally Left Blank]

M. _____ seconded the motion and, after discussion, a roll call vote was taken and the results were:

Voting Aye: _____

Voting Nay: _____

Passed: _____, 2026

BROOK PARK NEW COMMUNITY
AUTHORITY

Attest: _____
Secretary

Chairperson

CERTIFICATE

The undersigned Secretary of the Board of Trustees of the Brook Park New Community Authority hereby certifies that the foregoing is a true copy of a resolution duly passed by the Board of Trustees of said Authority on _____, 2026.

Secretary
Brook Park New Community Authority

Exhibit A

Reimbursement Agreement

[Attached]

REIMBURSEMENT AGREEMENT

This **REIMBURSEMENT AGREEMENT** (this “Agreement”) is made and entered into as of [____], 2026 (the “Effective Date”), by and between the **BROOK PARK NEW COMMUNITY AUTHORITY**, a new community authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State of Ohio (the “NCA”), and [**PRIMACY DEVELOPMENT, LLC**], a Delaware limited liability company (“StadCo” and, together with the NCA and their respective successors and assigns, the “Parties” and each individually a “Party”), under the circumstances summarized in the following recitals:

RECITALS

A. On June 12, 2026, HSG BP Development, LLC (“Developer”) filed the *Petition for Organization of the Brook Park New Community Authority* (as the same may be amended, restated, modified, or replaced from time to time, the “Petition”) with the Brook Park City Council (“City Council”), a copy of which is attached hereto as Exhibit A. The NCA was established as a new community authority under Ohio Revised Code Chapter 349 (the “Act”), to govern the Brook Park New Community Authority District, a new community district under the Act (the “District”), all pursuant to Ordinance No. 11542-2026 passed by City Council on July 15, 2026.

B. Pursuant to the Petition, the NCA intends to undertake a “new community development program,” as identified in Ohio Revised Code Section 349.01(B) and Exhibit C to the Petition (the “Community Development Program”), for the development of the District.

C. StadCo, as an affiliate of Developer, is willing to provide its support to the NCA in order to facilitate the proper administration of the NCA and the implementation of the Community Development Program, and to provide any other funds and services as may be required in connection with the operation of the NCA as requested by the NCA to the extent such funds are not otherwise available to the NCA.

D. In the future, after development of the District in accordance with the Community Development Program, the NCA is anticipated to have Income Sources (as defined in Ohio Revised Code Section 349.01(K)), including Income Sources derived from “community development charges,” as defined in Ohio Revised Code Section 349.01(L) and as further provided for in the Petition (the “Community Development Charges”), funds provided by the Developer or StadCo, rentals, user fees, and other charges received by the NCA, gifts, grants, donations, moneys received from any funds invested by or on behalf of the NCA, and proceeds from the sale or lease of land and facilities owned or operated by the NCA (collectively, the “Operating Income Sources”). Operating Income Sources specially excludes tax increment financing or other governmental revenues paid or transferred to the NCA, the proceeds of any bonds, notes, or other obligations of the NCA, and money provided by the City to the NCA in any manner.

E. The Parties acknowledge and agree that, upon approval of the Parties, this Agreement may be subject to future amendment to modify the duties and responsibilities of the Parties in relation to the Community Development Program or to include additional contributions and services to be provided by StadCo.

NOW, THEREFORE, in consideration of the foregoing premises and the promises and mutual covenants contained herein, the Parties covenant, agree and obligate themselves to the foregoing and as follows:

AGREEMENT

ARTICLE I - REIMBURSEMENT

Section 1.01 Payment of Operating Expenses and Advances. Prior to the NCA having sufficient Operating Income Sources to pay for its necessary and reasonably administrative costs and expenses, including but not limited to management and administration of the District, personnel and labor costs, legal fees, accounting fees, audits, insurance, surety bonds, or reimbursements to members of the NCA's Board of Trustees (the "Board"), planning expenses, judgments, fees, charges, and any other costs associated with the implementation of the Community Development Program, as determined by the NCA in its reasonable discretion and in accordance with the Act other than Excluded Operating Expenses (as defined hereinafter) (collectively, "Operating Expenses"), StadCo shall pay all Operating Expenses or reimburse the NCA for all its reasonable, documented Operating Expenses in accordance with this Agreement. StadCo shall pay Operating Expenses as they come due or reimburse the NCA within ten (10) business days of written request by the NCA for reimbursement or payment, accompanied by invoices or other evidence that Operating Expenses have been incurred by the NCA as may be reasonably requested by StadCo (each a "NCA Reimbursement Request"). If StadCo desires to object to an NCA Reimbursement Request, it must do so timely and in writing, stating with detail the reason for the objection. If StadCo fails to object to an NCA Reimbursement Request within ten (10) days of receipt of an NCA Reimbursement Request, then such NCA Reimbursement Request shall be deemed approved. The NCA may cure any deficiency in an NCA Reimbursement Request or any accompanying materials and re-submit such NCA Reimbursement Request to StadCo for reconsideration. If StadCo rejects a resubmitted NCA Reimbursement Request, then the Parties shall attempt to resolve such disputed NCA Reimbursement Request in accordance with Section 3.01 of this Agreement.

Any Operating Expenses paid by StadCo under this Agreement shall be reimbursed by the NCA, but solely from available Operating Income Sources. In order for StadCo to be reimbursed for Operating Expenses paid by StadCo, StadCo shall submit a written request for reimbursement to the NCA, together with invoices or other evidence of Operating Expenses paid by StadCo as may be reasonably requested by the NCA (each a "StadCo Reimbursement Request"). If the NCA desires to object to a StadCo Reimbursement Request, it must do so timely and in writing, stating with detail the reason for the objection. If the NCA fails to object to a StadCo Reimbursement Request within thirty (30) days of receipt of a StadCo Reimbursement Request, then such StadCo Reimbursement Request shall be deemed approved. StadCo may cure any deficiency in a StadCo Reimbursement Request or any accompanying materials and re-submit such StadCo Reimbursement Request to the NCA for reconsideration. If the NCA rejects a resubmitted StadCo Reimbursement Request, then the Parties shall attempt to resolve such disputed StadCo Reimbursement Request in accordance with Section 3.01 of this Agreement.

For purposes of this Agreement, “Excluded Operating Expenses” means each Operating Expense to the extent it is attributable to (i) the gross negligence or willful misconduct of the NCA or (ii) the failure of the NCA to comply with any of its obligations under this Agreement.

Section 1.02 Reports and Annual Accounting. At StadCo’s cost and expense, subject to reimbursement as described under Section 1.01 hereof, the NCA shall promptly provide StadCo with reports regarding the revenues and operations of the NCA and Operating Expenses as StadCo may reasonably request from time to time. Not less than once annually, the NCA will provide an accounting to StadCo of all Operating Income Sources and Operating Expenses for the previous year. The NCA shall provide StadCo with a copy of the annual budget of the NCA approved by the Board.

(End of Article I)

ARTICLE II

DEFAULT

Section 2.01 Events of Default. Each of the following shall be an “Event of Default:”

- (a) StadCo: (i) fails to timely pay any Operating Expenses that have been documented by an NCA Reimbursement Request; (ii) admits in writing its inability to pay its debts generally as they become due; (iii) files a petition in bankruptcy or a petition to take advantage of any insolvency act; (iv) makes an assignment for the benefit of creditors; or (v) consents to the appointment of a receiver for itself or of the whole or any substantial part of its property or has a receiver or trustee appointed for it or for the whole or any substantial part of its property;
- (b) A Party fails to observe and perform any other agreement, term or condition contained in this Agreement or any other instrument to which it is a party furnished in connection with this Agreement, and the continuation of such failure for a period of thirty (30) days after written notice of such failure shall have been given to the defaulting Party by the other Party to the appropriate agreement or other instrument; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the defaulting Party institutes curative action within the applicable period and diligently pursues that action to completion; and
- (c) Any statement in any report, certificate, financial statement, or in any other instrument to which it is a party furnished in connection with this Agreement shall at any time prove to have been false or misleading in any material respect when made or given.

Except as otherwise provided in this Agreement, in the event of any Event of Default in or breach of any of the terms or conditions of this Agreement by either Party, or any successor to such Party, such Party or successor shall, upon written notice from the other, proceed promptly to cure or remedy such default or breach. In case such remedial action is not taken or not diligently pursued within thirty (30) days of such written notice, the Party asserting default or breach may institute such proceedings at law or in equity, or in the case of a claim against the NCA, an action in mandamus, as may be necessary or desirable in its opinion to remedy such default or breach.

Section 2.02 Notice of Default. The NCA or StadCo shall notify the other Party immediately if it becomes aware of the occurrence of any Event of Default under this Agreement or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

If by reason of Force Majeure (as defined in the next paragraph), the NCA or StadCo is unable to perform or observe any agreement, term or condition of this Agreement, the NCA or StadCo, as applicable, shall promptly give notice to the other Party of the existence of an event of Force Majeure and shall use its best efforts to remove the effects of the event of Force Majeure; provided that the settlement of strikes or other industrial disturbances shall be entirely within its discretion.

For the purposes of this Agreement, a Force Majeure will mean any of the following: acts of God; fires; epidemics; pandemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; or any cause or event not reasonably within the control of the applicable Party.

Section 2.03 Mandamus. Each obligation of the NCA required to be undertaken under this Agreement is binding upon the NCA, and upon each of its officers or employees as may have authority under law to take any action on behalf of the NCA that may be necessary to perform all or any part of that obligation, as a duty of the NCA and of each of those respective officers and employees resulting from an office, trust or station within the meaning of Ohio Revised Code Section 2731.01 providing for enforcement by writ of mandamus.

Section 2.04 No Remedy Exclusive. No remedy conferred upon or reserved to the NCA by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, a Development Agreement (as defined in the Petition), the Stadium Lease, or now or after the date of this Agreement existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or shall be construed to be a waiver of the default, but any such right and power may be exercised whenever appropriate. In order to entitle the NCA to exercise any remedy reserved to it in this Article II, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made in this Agreement.

Section 2.05 No Waiver. No failure by a Party to insist upon the strict performance by the other Party of any provision of this Agreement shall constitute a waiver of a Party's right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the NCA or StadCo to observe or comply with any provision of this Agreement.

Section 2.06 Standard of Care. In performing obligations under this Agreement, the Parties shall exercise reasonable care and diligence consistent with generally accepted industry standards applicable to the services, activities, or obligations being performed. The Parties shall not be liable for failing to achieve a particular result, provided that the Parties have complied with the standard of care set forth in this Section.

(End of Article II)

ARTICLE III

MISCELLANEOUS

Section 3.01 Dispute Resolution. In the event of any dispute arising under this Agreement or related to a Reimbursement Request, the Parties shall first meet and confer in good faith in an effort to resolve the matter. If the Parties are unable to reach a mutually acceptable resolution within thirty (30) days, then any such disputes arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days after the written request of one Party after the service of that request on the other Party. The Parties may agree on one mediator; if they cannot agree on one mediator, the Party demanding mediation shall request the Common Pleas Court of Cuyahoga County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time for mediation under this Agreement. The costs of mediation shall be borne by the Parties equally. For any contract dispute, mediation under this Section 3.01 is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only.

Section 3.02 Term of Agreement and Termination. This Agreement shall be effective as of the date the first written above and shall remain in effect until execution of the Development Agreement. Upon termination, the Parties shall remain responsible for all obligations and liabilities accrued prior to the effective date of the termination, including payment of any amounts then due and owing under this Agreement. Unless otherwise provided for herein, neither Party shall have any further obligations under this Agreement following the effective date of termination.

Section 3.03 Extent of Provisions; No Personal Liability. No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement constitutes a representation, warranty, covenant, agreement, obligation or stipulation of any present or future trustee, member, officer, agent or employee of the NCA in an individual capacity, and to the extent authorized and permitted by applicable law, no official executing or approving the NCA's participation in this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability.

Section 3.04 Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given under this Agreement shall be in writing to the following addresses:

As to the NCA:

Brook Park New Community Authority
6161 Engle Road
Brook Park, Ohio 44142
Attention: Chairperson, Vice Chairperson, Secretary,
and Treasurer

With copy to:

Bricker Graydon Wyatt LLP
100 South Third Street
Columbus, Ohio 43215
Attn: J. Caleb Bell, Esq.

As to StadCo:

Primacy Development, LLC
76 Lou Groza Boulevard
Berea, Ohio 44017
Attn: General Counsel

With copy to:

Thompson Hine LLP
Key Center, 3900
127 Public Square
Cleveland, Ohio 44114
Attn: Alan Ritchie, Esq.

Notices shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Section 3.04, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 3.05 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Parties, and their respective permitted successors and assigns, subject, however, to the specific provisions of this Agreement; provided, that any covenant, agreement or obligation of the NCA which requires the expenditure of funds shall not be a general debt of the NCA.

With the exception of rights conferred expressly in this Agreement, nothing expressed or mentioned in or to be implied from this Agreement or the Bonds is intended or shall be construed to give to any firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, limited liability companies, public or governmental bodies, other legal entities and natural persons, other than the Parties any legal or equitable right, remedy, power or claim under or with respect to this Agreement or any covenants, agreements, conditions and provisions contained in this Agreement.

Section 3.06 Assignment; NCA Consents. This Agreement may not be assigned without the prior written consent of the non-assigning Party; provided that StadCo may, without the consent of the NCA, (i) assign this Agreement to an affiliate or entity under common control with StadCo, and (ii) make a collateral assignment of its rights and obligations under this Agreement to a lender as long as the assignment provides that StadCo remains liable for all its obligations under this Agreement. The NCA will cooperate with any reasonable assignment request by a lender and the Chairperson of the NCA is authorized to execute and deliver reasonable and customary instruments requested by any such lender to evidence the NCA's acknowledgment or consent to that assignment and the lender's collateral interest in this Agreement. Unless otherwise noted, any consent of the NCA to be given under this Agreement may be given by the Chairperson of the NCA and must be given in writing.

Section 3.07 Execution Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

Section 3.08 Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and do not define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses of this Agreement.

Section 3.09 Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the NCA, its agents, and employees, and the NCA, its agents, and employees arising out of or relating to this Agreement shall be heard by the Court of Common Pleas for Cuyahoga County, Ohio which shall have exclusive jurisdiction.

Section 3.10 Amendments and Modification. The Parties may amend this Agreement at any time by mutual agreement, which agreement on behalf of the NCA must be evidenced by a formal resolutions passed by the Board specifically setting forth the revision and/or amendment to this Agreement. No oral amendment, modification, or waiver shall be effective or binding upon either Party.

Section 3.11 Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

(End of Article III)

[Signature Pages Follow]

The Parties have signed this Agreement as of the date written on the first page.

PRIMACY DEVELOPMENT, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

[Signature Page to Reimbursement Agreement]

BROOK PARK NEW COMMUNITY AUTHORITY, a new community authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State of Ohio

By: _____

Name: Edward A. Orcutt

Title: Chairperson

BROOK PARK NEW COMMUNITY AUTHORITY

FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the Brook Park New Community Authority, hereby certifies that the moneys required to meet the current obligations of the Brook Park New Community Authority under the foregoing Reimbursement Agreement have been lawfully appropriated by the Board of Trustees of the Brook Park New Community Authority for such purposes and are in the treasury of the Brook Park New Community Authority or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Section 5705.41 and 5705.44.

By: _____
Shannon Welch, Treasurer
Brook Park New Community Authority

EXHIBIT A

Petition

[See attached]