

PROJECT SCOPING SERVICES AND PRE-DEVELOPMENT AGREEMENT

This Project Scoping Services and Pre-Development Agreement (“**Agreement**”) is entered into as of September __, 2025 (the “**Effective Date**”), by and between Card Associates Athletic Facilities, LLC, an Indiana limited liability company (the “**CAAF**”), United Soccer Leagues, LLC, a Florida limited liability company (the “**USL**”), and the Town of Firestone, Colorado, a municipal corporation (the “**Town**” and together with CAAF and USL, each a “**Party**” and collectively the “**Parties**”) on the following terms and conditions:

RECITALS

WHEREAS, CAAF specializes in the design, development, construction and operation of sports complexes and surrounding master planning and infrastructure installation;

WHEREAS, USL is interested in bringing men’s and women’s professional soccer to the Town, working in concert with CAAF, and is committed to the design, development, construction and operation of the Project, as part of a broader initiative to enhance professional sports, community engagement and placemaking in the area;

WHEREAS, the Town desires to facilitate the design, development, construction and operation on the Overall Site (defined below) a master planned, mixed-used development containing among other things: (a) an approximately 200,000 square foot multi-sports facility for all ages (“**Fieldhouse**”); (b) a stadium with a minimum seating capacity of 5,000 (“**Stadium**”); and (c) complementary development, including, but not limited to, infrastructure improvements, hospitality, retail and other commercial developments (the “**Commercial Development**”) that: (i) benefits the public health, safety, morals and welfare of the Town’s residents; (ii) increases the economic well-being of the Town; and (iii) attracts new businesses, residents and visitors to the Town (the Fieldhouse, Stadium and Commercial Development, collectively referred to as the “**Project**”);

WHEREAS, CAAF and USL, alongside the Town, have located a prospective parcel of real property legally described as Tract B, Firestone Central Park Second Filing , Amendment No. 1 and Firestone Central Park First Filing Minor Subdivision, and generally located in the North ½ of Section 18, Township 2 North, Range 67 West in Weld County, as further depicted on Exhibit A (the “**Overall Site**”) where the Project would be located (the “**Project Site**”), with the Project Site being depicted on Exhibit B;

WHEREAS, the Town, CAAF and USL desire to define the rights and responsibilities of the Parties in relation to certain preliminary scoping services and pre-development activities regarding the design, development, construction and operation of the Project at the Project Site in order to proceed through formal processes, in accordance with applicable law.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Town, CAAF and USL, agree as follows:

**ARTICLE I
RECITALS**

1.1 Recitals Part of Agreement. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set forth in this Section 1.1.

**ARTICLE II
MUTUAL ASSISTANCE**

2.1 Mutual Assistance and Cooperation. The Parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to cooperate, aid, and assist each other in carrying out said terms, provisions and intent.

**ARTICLE III
PROJECT SITE SERVICES**

3.1 Property Inspections. CAAF and USL shall cause to be performed an ALTA/ACSM land title survey, borings, tests, inspections, examinations, studies and investigations, including a Phase I (but excluding a Phase II), environmental assessment on the Project Site (individually or collectively, “**Property Inspections**”) within one hundred eighty (180) days following execution of this Agreement. CAAF, USL, and their respective agents, employees and contractors have the right to enter the Property Site at reasonable times to conduct such Property Inspections. CAAF and USL each agree that, in connection with the Property Inspections, it shall: (i) maintain insurance, with coverages customary for projects similar to the Project, naming the Town as an additional insured; (ii) promptly repair any damage to the Project Site resulting from the Property Inspections; (iii) indemnify and hold harmless the Town from and against any and all Claims arising from or incurred as a result of, or in connection with, CAAF and USL’s Property Inspections; provided that the foregoing indemnity shall not cover Claims arising or incurred as a result of, or in connection with: (1) negligence or intentional misconduct of the Town; (2) any environmental condition existing on the Project Site; or (3) any other existing adverse physical conditions of the Project Site that is not exacerbated by CAAF and USL; and (iv) provide to the Town (or its designee), promptly after receipt thereof, true, correct, and complete copies of all results of, and reports received in connection with, the Property Inspections. The obligations of CAAF, USL, and the Town under this Section 3.1 shall survive completion or termination of this Agreement. For purposes of this Agreement, “**Claims**” means liabilities, damages, injuries, losses, liens, costs, causes of action and/or expenses (including, without limitation, reasonable attorneys’ fees and costs including paralegal fees); provided that in no event shall Claims include consequential or punitive damages.

3.2 Programming Phase and General PUD Plan Development. Upon execution of this Agreement, a one (1) year programming phase will begin during which CAAF and USL, in consultation with Town staff, shall cooperate, consult, and coordinate with one another and other relative stakeholders, to create, establish, develop and submit a “General PUD District Plan” (the “**General PUD**”) in accordance with Section 16.7.5 of the Firestone Development Code or other overlay district in accordance with 16.2.5 of the Firestone Development Code, and all applicable laws, statutes, and/or

ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders and/or decrees (collectively, the “**Laws**”), in a form and substance satisfactory to the Parties, covering the Overall Site (including the Project Site), which will serve as the foundational zoning document for the Overall Site (including the Project Site) and the PUD-DP (defined below) for the Project (the “**Programming Phase**”).

3.3 Future Development Agreement. CAAF and USL have expressed a desire to request, and seek approval of, one or more economic development agreements (each, a “**Development Agreement**”) memorializing the respective intentions, agreements and expectations with respect to the development of the Project at the Project Site, including, without limitation: (i) strategic plan regarding procurement and securing economic development incentives for the Project; (ii) establishment of the appropriate economic development incentives for the Project; and (iii) establishment of the appropriate economic development area, tax increment finance districts, and allocation areas, for the purposes of facilitating the Project (“**Incentive Request**”). Following the Programming Phase, the Parties shall cooperate in good faith to enter into one or more separate Development Agreements covering the mutually desired Fieldhouse, Stadium, Commercial Development, infrastructure needs and any other areas which the Parties agree regarding the Project and Project Site, which is mutually acceptable to the Parties, addressing the applicable Incentive Request. Nothing in this Agreement nor any course of conduct between the Parties related to this Agreement shall be construed to bind the Parties to enter into any Development Agreement, any particular term contained within a Development Agreement, an agreement to any particular Incentive Request, nor any obligation of any party to enter into any further definitive agreement.

3.4 Schematic Design Documents. As set forth in such applicable Development Agreement, upon entering into such Development Agreement, CAAF and USL shall work in concert to prepare and submit to the Town documents and drawings, including without limitation, renderings and elevations for such part of the Project which such Development Agreement covers, that are materially consistent with the approved General PUD or overlay district, if applicable, and the Laws (collectively, “**Project Schematic Design Documents**”). Once finalized, CAAF and USL shall own all title, interest or other proprietary or intellectual property rights in and to the Project Schematic Design Documents, including any copyrighted material, text or images of the Project Schematic Design Documents, until payment of the Scoping Fee by the Town pursuant to Section 4.1.

3.5 PUD-DP Submission and Development. As set forth in such applicable Development Agreement, after the General PUD District Plan or, if applicable, overlay district is approved and the applicable Project Schematic Design Documents are submitted, CAAF and USL will work in concert to establish, develop and submit a detailed PUD District Plan (“**PUD-DP**”) or, where applicable, one or more General PUD District Plan amendments or final development plans (“**FDP**”) for the portion of the Project at the Project Site which such Project Schematic Design Documents apply to the Town, all in a form and substance satisfactory to the Parties and in accordance with Sections Section 16.2.4.E.7, 16.7.5 and/or 16.7.10 of the Firestone Development Code, covering the portion of the Project at the Project Site which the Project Schematic Design Documents apply and containing standards and provisions necessary to carry out such portion of the Project consistent with the General PUD Plan (or, if applicable, the overlay district or General PUD Plan amendment) and such Project Schematic Design Documents.

3.6 Subdivision Plat. The Parties agree and acknowledge that while the subdivision platting process is separate and legally distinct from the PUD-DP approval process, in most cases land will need to be subdivided to carry out a PUD-DP, General PUD Plan amendment, or FDP. In the event any portion of the Overall Site or Project Site must be subdivided to carry out the applicable Project's PUD-DP or one or more General PUD Plan amendments or FDP's, CAAF and USL, in concert with one another and in consultation with Town staff, will cooperate, consult and coordinate with one another and other relative stakeholders, to establish, develop and submit one or more subdivision plats in accordance with Section 16.7.6 of the Firestone Development Code, to be conducted concurrently with the review of the PUD-DP, General PUD Plan amendments or FDP.

3.7 Lease of Project Site. After the General PUD District Plan or, if applicable, overlay district is approved, but prior to submission of the PUD-DP or, if applicable, the FDP, the Parties will cooperate, consult and coordinate with one another to establish, develop and submit one or more lease agreements, in a form and substance satisfactory to the Parties, to the Town Board of Trustees for its approval, covering all or individual portions of the Project Site. Nothing in this Agreement is intended to bind the Parties to enter into any lease agreement, nor any particular term contained within such lease agreement.

a. Rights of Investigation. To assist CAAF and USL in developing the Project Site lease(s), beginning on the Effective Date and at all times until the earlier of: (i) the one (1) year anniversary of the Effective Date; or (ii) the termination of this Agreement (the "**Inspection Period**"), CAAF and USL shall have the right to conduct due diligence investigation of the Project Site. During the Inspection Period, upon reasonable advance notice, CAAF and USL may enter upon the Project Site during business hours to inspect and to engage in planning activities relative to the use of the Project Site; provided, however, that in connection with such entry: (a) Town shall not be responsible for any loss, including theft, damage or destruction to any work or material of CAAF or USL, or any injury to CAAF or USL; (b) if any inspections or tests disturbs the Project Site, CAAF or USL (whoever disturbs the Project Site) will restore the Project Site to the same material condition as existed before the inspection or test; and (c) CAAF or USL shall indemnify, defend, protect and hold harmless Town from and against any and all claims, damages, judgments, suits, causes of action, losses, liabilities, penalties, fines, expenses and costs (including reasonable attorneys' fees and court costs) arising from any such entry by or on behalf of CAAF or USL.

b. Inspection Documents. Within ten (10) days following the execution of this Agreement, Town shall provide to CAAF and USL, at no cost to CAAF's nor USL, all documents pertaining to the Project Site in Town's possession, including, without limitation, the following, among others (collectively the "**Inspection Documents**"):

- i. All plats of any of the Project Site, including, without limitation, survey plats;
- ii. All environmental audits of the Project Site or any portion thereof; and
- iii. Any engineering reports or studies completed within the last five (5) years related to the Project Site.

3.8 Timing & Exclusivity. CAAF and USL shall complete the obligations outlined in Section 3.1 through Section 3.2, within twelve (12) calendar months of the Effective Date (the “**Scoping Period**”), unless this Agreement is earlier terminated pursuant to the terms contained herein. This date may be extended upon the mutual written agreement of the Parties. If all Parties do not agree to extend the length of the Scoping Period, this Agreement shall terminate at 11:59 pm ET on the final day of the Scoping Period. From the Effective Date and throughout the Scoping Period (as extended under this Section 3.8), the Parties shall work exclusively with each other regarding the Project. Specifically:

a. Town Restrictions. The Town shall not, and shall not allow its representatives or agents to:

i. Seek, encourage, or engage in discussions or negotiations with any third party about any proposal, inquiry or transaction involving the development of a sports-anchored real estate project within a ten (10) mile radius of the Project Site that could reasonably be expected to compete with or replace the Project (“Alternative Transaction”); or

ii. Enter into any agreement with any third party for the sale, lease, development, encumbrance, or other use of all or any part of the Project Site or any other property within the Town for an Alternative Transaction.

b. CAAF and USL Restrictions. Similarly, neither CAAF nor USL shall, and neither shall allow their representatives or agents to:

i. Seek, encourage, or engage in discussions or negotiations with any third party about an Alternative Transaction; or

ii. Enter into any agreement with any third-party for an Alternative Transaction.

c. Termination of Existing Discussions. The Parties shall, and shall cause their representatives and agents to, immediately and in writing, terminate any ongoing discussions or negotiations with third parties related to:

i. the Project;

ii. the Project Site; or

iii. an Alternative Transaction.

3.9 Town’s Cooperation. The Town shall, at all times, reasonably cooperate with CAAF and USL in connection with their obligations and actions outlined in **ARTICLE III** hereof. The Town’s cooperation shall, in no event, be unreasonably withheld, conditioned, or delayed and shall include, without limitation, providing any necessary consents, access, or information within the Town’s possession or control that is reasonably required for CAAF and USL to obtain permits or approvals for the obligations outlines in **ARTICLE III** hereof.

ARTICLE IV PROGRAMMING PHASE COSTS

4.1 Scoping Fee. The Town shall reimburse CAAF and USL for all fees and charges reasonably related to the total costs incurred by CAAF and USL performing the obligations outlined in Section 3.1 and Section 3.2, which shall not exceed \$250,000 (the “**Scoping Fee**”) in accordance with this Article IV. CAAF and USL will track and submit to the Town all fees and charges incurred during the Programming Phase with the invoices and other applicable documentation from all vendors subject to such obligations. The Town shall pay the Scoping Fee to CAAF and USL upon the earlier of: (i) the date of termination of this Agreement; (ii) the date which a Development Agreement is entered into between the Parties for all or any portion of the Project; or (iii) upon the expiration of the Scoping Period. Notwithstanding the foregoing, the Town shall not be required to pay all or part of the Scoping Fee if the Town terminates this Agreement due to an uncured CAAF or USL Event of Default.

4.2 Intellectual Property. All materials, work product, deliverables and intellectual property created pursuant to this Agreement (collectively, the “**Work Product**”) shall become the unrestricted, exclusive property of the Town upon payment of the Scoping Fee by the Town pursuant to Section 4.1. In the event this Agreement is terminated or the Parties do not move forward with the Project, and the Town uses, modifies or provides to any third party any Work Product, the Town fully indemnifies, releases, and holds harmless CAAF, USL and their subcontractors from all costs and expenses, including the cost of defense, related to claims asserted by any third person or entity to the extent such costs and expenses arise from the Town’s use, modification or provision to any third party of the Work Product.

ARTICLE V DEFAULT

5.1 Events of Default. It shall be an “**Event of Default**” if any Party fails to perform or observe any material term or condition of this Agreement to be performed or observed by it, if such default or failure is not cured within ten (10) days after written notice of such default, or if such default or failure cannot be reasonably cured within ten (10) days, then reasonable steps to begin the cure of such default or failure have been taken within ten (10) days after written notice of such default (the “**Cure Period**”). Notwithstanding the foregoing, in no event shall the Cure Period exceed thirty (30) days.

5.2 General Remedies. Whenever an Event of Default occurs, the non-defaulting Parties may take whatever actions at law or in equity are necessary or appropriate to: (i) collect any payments due under this Agreement; (ii) protect the rights granted to the non-defaulting Parties under this Agreement; (iii) enforce the performance or observance by the defaulting Party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (iv) cure, for the account of the defaulting Party, any failure of the defaulting Party to perform or observe a material term or condition of this Agreement to be performed or observed by it. If a non-defaulting Party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement, then the defaulting Party shall reimburse any non-defaulting Party for all such reasonable costs and expenses.

5.3 No Remedy Exclusive; Limitation. No right or remedy herein conferred upon, or reserved to, a non-defaulting Party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting Party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, to be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting Party to exercise any of its rights or remedies, it shall not be necessary for a non-defaulting Party to give notice to the defaulting Party, other than such notice as may be required by this Agreement or by the Laws. In no event shall any Party hereunder be liable to the other for punitive or consequential damages as a consequence of an Event of Default by such Party.

5.4 Injunctive Relief. If an Event of Default occurs, the Town shall be entitled to seek specific performance or injunctive relief.

5.5 No Limitation. Notwithstanding anything to the contrary set forth herein, the rights and remedies set forth in this Article VI are not exclusive and shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

6.1 CAAF. CAAF represents and warrants that: (a) CAAF is a limited liability company, duly organized and validly existing under the laws of the State of Indiana; (b) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (c) it has the authority to: (i) enter into this Agreement; (ii) perform its obligations hereunder; and (iii) execution of this Agreement has been duly authorized by valid corporate action of CAAF and constitutes a legal, valid and binding obligation of CAAF.

6.2 USL. USL represents and warrants that: (a) USL is a limited liability company, duly organized and validly existing under the laws of the State of Florida; (b) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (c) it has the authority to: (i) enter into this Agreement; (ii) perform its obligations hereunder; and (iii) execution of this Agreement has been duly authorized by valid corporate action of USL and constitutes a legal, valid and binding obligation of USL.

6.3 Town Representations and Warranties. Town represents and warrants that: (a) it is duly organized and validly existing under the laws of the State of Colorado; (b) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (c) subject to further legal proceedings as required under the Laws, they have the authority to: (i) enter into this Agreement; (ii) perform their respective obligations hereunder; and (iii) the execution of this Agreement has been duly authorized by valid corporate action of their respective governing bodies and is a legal, valid and binding obligation of the Town.

ARTICLE VII GENERAL TERMS

7.1 Time is of the Essence. The Parties agree that time is of the essence with respect to this Agreement.

7.2 Termination. This Agreement may be terminated: (i) at any time during the Scoping Period by the Town, CAAF or USL, for any reason or no reason, upon fourteen (14) days' prior written notice to the other Parties; (ii) upon written notice by a Party to the other Parties if, after the Scoping Period, mutually agreed upon terms regarding a Development Agreement or a lease agreement are not able to be realized after good faith negotiations; (iii) if CAAF or USL at any point prior to or after entering into a Development Agreement or lease with the Town, withdraws its PUD-DP or, if applicable, FDP application from the Town Board of Trustees consideration; or (iv) upon the lapse of the Scoping Period and appropriate Development Agreements have not been entered into between the appropriate Parties, provided, however, that termination shall not affect the liability of a Party for breach of any of the provisions of this Agreement prior to the date of termination. Upon the date of termination, the Parties shall have no further obligations hereunder, except as otherwise stated in this Agreement. For the avoidance of doubt, in the event that either CAAF or USL terminates this Agreement, but the other Party does not terminate this Agreement, then this Agreement shall remain in effect between the Town and non-terminating Party.

7.3 Confidentiality. Each Party hereto agrees that the contents of this Agreement are strictly confidential. Each of the Parties agrees not to disclose any such information to anyone (including, without limitation, issuing any press release or making any public announcement with respect thereto or disclosing such information to any other parties) without the prior written consent of the other Parties, provided, however, that the Parties may disclose such information if such disclosure is required by law or to: (i) their legal counsel, accountants, lenders, and financial advisors; (ii) those directors, officers and employees whose services are required in connection with the evaluation of the transaction; and (iii) Department of Transportation ("DOT") and county officials, provided, further, that all such persons are, prior to the receipt of such information, informed of the confidential nature of such information and agree to be bound by the non-disclosure provisions hereof. Nothing herein shall prohibit any Party from disclosing such information as and to the extent required by law, including, but not limited to the Colorado Open Records Act, provided that, to the extent legally permissible, the disclosing Party shall provide written notice to the other applicable Party or Parties prior to such disclosure to allow the other applicable Party or Parties the opportunity to seek a protective order or other appropriate remedy.

7.4 Assignment. The rights and obligations contained in this Agreement may not be assigned by CAAF and USL without the express written consent of the Town, provided, that, CAAF and USL may assign this Agreement to an Affiliate or to a successor of all or substantially all of the assets of CAAF and USL through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successor and permitted assigns. For purposes of this Agreement, "**Affiliate**" means, with respect to CAAF and USL, an organization or person which directly or indirectly controls, or is controlled by, or is under common control with, (a) CAAF or USL, or (b) any general partner, manager or managing member of CAAF or USL. "**Control**" (including the terms "controls", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

7.5 Notice. Any notice required or permitted to be given by any Party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other Party; (b) five (5) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight delivery service, with confirmation of receipt, to the following addresses:

To the Town:	Town of Firestone 9950 Park Avenue Firestone, CO 80504 Attn: A.J. Krieger
With a copy to:	Widner Juran LLP 13133 E. Arapahoe Rd., Ste. 100 Centennial, CO 80112 Attn: Keith Martin
To CAAF:	Card Associates Athletic Facilities, LLC 10475 Crosspoint Blvd. Ste 410 Indianapolis, IN 46256 Attn: William Bunkowfst
With a copy to:	Card Associates Athletic Facilities, LLC 10475 Crosspoint Blvd. Ste 410 Indianapolis, IN 46256 Attn: Counsel
To USL:	United Soccer Leagues, LLC 1715 N Westshore Blvd Ste 825 Tampa, FL 33606 Attn: Chris Boyajian
With a copy to:	United Soccer Leagues, LLC 1715 N Westshore Blvd Ste 825 Tampa, FL 33606 Attn: Chief Legal Officer

Either Party hereunder may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

7.6 Authority. Each undersigned person executing this Agreement on behalf of the Town, CAAF, and USL, represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of the Town, CAAF, and USL, respectively, to execute and deliver this Agreement; (b) he or she has full capacity, power and authority to enter into and carry out this Agreement; and (c) the execution, delivery and performance of this Agreement have been duly authorized by the Town, CAAF, and USL, respectively, provided, however, the Town's ability to perform under this Agreement is subject

to completion of certain procedures required by Law which the Town agrees to undertake with diligence and in good faith.

7.7 Force Majeure. Notwithstanding anything to the contrary set forth herein, if any Party is delayed in, or prevented from, observing or performing any of its obligations under, or satisfying any term or condition of, as a result of Force Majeure (as defined below), then: (a) the Party asserting Force Majeure shall deliver written notice to the other Parties as soon as reasonably practical; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period. For purposes hereof, “**Force Majeure**” means an event or circumstance beyond the reasonable control of the claiming Party, and not substantially caused by the other Party, and includes, but is not limited to, acts of God, war, riot, fire, explosion, accident, flood, cyber-attack, cyber breach, sabotage, lack of adequate fuel, power, raw materials, labor, facility malfunctions caused by circumstances beyond the reasonable control of the claiming Party and not resulting from improper maintenance, or any other event beyond the reasonable control of the claiming Party that prevents the completion, commencement of operations, or operations of the Parties’ services hereunder. Inability to pay money when due, for whatever reason, or financial insolvency or incapacity to perform, are expressly excluded from Force Majeure.

7.8 Governing Law; Dispute Resolution. This Agreement shall be construed in accordance with the laws of the State of Colorado. Any dispute, controversy or claim arising out of or relating in anyway way to this Agreement including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the Agreement, shall require the Parties to first meet within fifteen (15) days of a Party’s request to discuss and remedy such dispute. In the event of a judicial proceeding brought by one Party against the other Party, the prevailing Party in the judicial proceeding will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys’ fees, incurred in connection with the judicial proceeding.

7.9 No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

7.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Parties and sent by facsimile or electronic mail transmission. The Parties further agree that this Agreement may be executed by electronic copies of signatures, and that any electronic copies of signatures shall be binding upon the Party providing such electronic copy of signature as if it were the Party’s original signature.

7.11 Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

7.12 No Third-Party Beneficiaries. This Agreement shall be deemed to be for the benefit solely of the Parties hereto and shall not be deemed to be for the benefit of any third party.

7.13 No Joint Venture. Nothing in this Agreement shall be construed to create a partnership or joint venture between CAAF, USL, or any Affiliates thereof, and the Town.

7.14 Costs. Town, CAAF and USL will each be responsible for and bear all of their own respective costs and expenses, including without limitation, expenses of their legal counsels, accountants, representatives and other advisors (other than the Parties' brokers as agreed in separate written agreement) incurred at any time in connection with this Agreement.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Town, CAAF, and USL, have executed this Project Scoping Services and Pre-Development Agreement as of the Effective Date.

“TOWN”

By: _____

Name: _____

Title: _____

STATE OF COLORADO)

) SS:

WELD COUNTY)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization by _____, as _____ of _____, a municipal corporation, on behalf of the municipal corporation, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

Written Signature

Printed Signature

NOTARY PUBLIC

My Commission Expires:

My County of Residence is:

“CAAF”

CARD ASSOCIATES ATHLETIC FACILITIES, LLC

By: _____

Name: William Bunkowfst

Title: President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization by William Bunkowfst, as President of CARD ASSOCIATES ATHLETIC FACILITIES, LLC, an Indiana limited liability company, on behalf of the company, who is [] personally known to me or [] who has produced _____ as identification.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

Written Signature

Printed Signature

NOTARY PUBLIC

My Commission Expires:

My County of Residence is:

“USL”

UNITED SOCCER LEAGUES, LLC

By: _____
Name: Justin Papadakis
Title: Deputy CEO & Chief Real Estate Officer

STATE OF FLORIDA)
) SS:
HILLSBOROUGH COUNTY)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization by Justin Papadakis, as Deputy CEO & Chief Real Estate Officer of United Soccer Leagues, LLC, a Florida limited liability company, on behalf of the company, who is [] personally known to me or [] who has produced _____ as identification.

WITNESS my hand and notarial seal this ____ day of _____, 2025.

Written Signature

Printed Signature

NOTARY PUBLIC

My Commission Expires:

My County of Residence is:

EXHIBIT A
OVERALL SITE



EXHIBIT B
PROJECT SITE

The area of the Overall Site outlines in Red is considered to be the Project Site as of the Effective Date.

