

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into on the 14 day of December, 2023 (“Effective Date”), by and between Inner Circle Sports LLC (“Consultant”) and the City of St. Petersburg, Florida, (“City”) (collectively, “Parties”).

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Consultant Duties.** Consultant must provide the services set forth in Appendix A (“Scope of Services”) for the City in full and complete accordance with this Agreement.
2. **Term.** The term of this Agreement will commence on the Effective Date and will remain in full force and effect until Consultant has performed the Scope of Services in accordance with this Agreement, unless earlier terminated as provided for herein.
3. **Compensation and Additional Compensation.**
 - A. Subject to and conditioned upon sub-paragraph 3.D. and provided Consultant faithfully performed its obligations contained in this Agreement, the City will pay Consultant the monthly compensation set forth in Appendix B (“Compensation”). The Compensation will not exceed one hundred ninety-eight thousand dollars (\$198,000). Consultant must invoice the City on a monthly basis for services rendered in the prior month and the City will pay Consultant within twenty (20) business days after receipt of such invoice (provided Consultant is in compliance with the terms and conditions of this Agreement). The monthly invoice must be in the form and contain the detail required by the City. In the event of a conflict between this section and the Local Government Prompt Payment Act, the Local Government Prompt Payment Act controls.
 - B. In addition to the Compensation and subject to and conditioned upon sub-paragraph 3.D., the City will pay, or cause a third party to pay, Consultant the additional compensation set forth in Appendix B (“Additional Compensation”). The Additional Compensation will not exceed one million fifty thousand dollars (\$1,050,000). Consultant must invoice the City within thirty (30) days after completion of the milestones set forth in Appendix B and the City will pay, or cause a third party to pay, Consultant within twenty (20) business days after receipt of such invoice (provided Consultant is in compliance with the terms and conditions of this Agreement). The monthly invoice must be in the form and contain the detail required by the City. In the event of a conflict between this section and the Local Government Prompt Payment Act, the Local Government Prompt Payment Act controls.

- C. The Compensation and Additional Compensation are inclusive of all out-of-pocket expenses, including but not limited to transportation, lodging, meals, materials, phone, postage, and mileage. The Compensation and Additional Compensation may only be increased in strict accordance with this Agreement.
- D. As of the Effective Date, Consultant acknowledges and agrees that the City is only contracting for the expenditure of an initial amount not to exceed \$548,000 (i.e., Compensation set forth in Appendix B not to exceed one hundred ninety-eight thousand dollars [\$198,000] and Additional Compensation set forth in Appendix B not to exceed three hundred fifty thousand dollars [\$350,000]) unless and until (i) an additional appropriation in the amount of \$700,000 is approved by City Council or (ii) the City has entered into a contract with a third party who is obligated to pay Consultant the Additional Compensation in the amount of \$700,000 if the milestone related to such payment has been completed. The City will notify Consultant if (i) the additional appropriation in the amount of \$700,000 is approved by City Council or (ii) the City has entered into a contract with a third party who is obligated to pay Consultant the Additional Compensation in the amount of \$700,000 if the milestone related to such payment has been completed.

4. **Indemnification.**

- A. Consultant must defend at its expense, pay on behalf of, hold harmless and indemnify the City, Pinellas County, Florida and their officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages, whether or not a lawsuit is filed, arising out of or in connection with (i) any negligent act or omission of the Consultant, its employees, agents, representatives, or subcontractors in performance of this Agreement, (ii) any reckless or intentional wrongful act or omission of the Consultant, its employees, agents, representatives, or subcontractors, or (iii) Consultant's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (as defined herein).
- B. Consultant's indemnification obligations pursuant to this paragraph 4 will not exceed the amounts of the insurance required to be obtained and maintained by Consultant pursuant to paragraph 5.

5. **Insurance.**

- A. Consultant must obtain and maintain the following minimum types and amounts of insurance throughout the term at its own expense:
 - (i) Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy must include coverage for

bodily injury, property damage, personal and advertising injury, products and completed operations and contractual liability under this Agreement.

- (ii) Automobile liability insurance of One Million Dollars (\$1,000,000) combined single limit covering all owned, hired and non-owned vehicles.
 - (iii) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least One Hundred Thousand Dollars (\$100,000) each accident, One Hundred Thousand Dollars (\$100,000) per employee, and Five Hundred Thousand Dollars (\$500,000) for all diseases.
 - (iv) Professional Liability Insurance. Errors and omissions liability insurance appropriate to Consultant's profession with a minimum limit of One Million Dollars (\$1,000,000) per occurrence. If coverage is on a "Claims Made" basis, it must include the Retro date of coverage.
- B. All of Consultant's insurance policies, except Workers' Compensation and Professional Liability Insurance, must name the Indemnified Parties as additional insureds.
- C. All policies must provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction, or material change in coverage.
- D. Consultant must provide the City with Certificates of Insurance on a standard ACORD form, or similar form acceptable to the City, reflecting all required coverage. At the City's request, Consultant will provide copies of current policies with all applicable endorsements.
- E. All insurance required must be on a primary and noncontributory basis and must be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then-current edition of AM Best's Rating Services, or similar rating agency acceptable to the City.
- F. If the insurance carried by Consultant has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, are deemed to be the requirement in this Agreement. If Consultant's insurance limits are greater than the minimum limits set forth herein, then Consultant's insurance limits are deemed to be the required limits in this Agreement.
- G. Consultant hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

H. The City reserves the right to change or alter the above insurance requirements as it deems necessary.

6. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other must be in writing and will be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg
P. O. Box 2842
St. Petersburg, FL 33731
Email: Tom.Greene@stpete.org
Attention: Tom Greene

CONSULTANT:

Inner Circle Sports LLC
6501 Congress Avenue
Boca Raton, FL 33487
Email: rob@innercirclesports.com
Attention: Robert Tilliss, Managing Member

7. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination will not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
8. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
9. **Assignment.** Consultant may not make any assignment of this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph will be void and will confer no rights upon the assignee.

10. **Termination.**

- A. This Agreement may be terminated at any time by the City for convenience upon ten (10) days written notice to Consultant.
- B. The City may terminate this Agreement upon written notice to Consultant in the event the Consultant defaults on any of the terms and conditions of this Agreement and such failure continues for a period of ten (10) days following notice from the City specifying the default.
- C. The City may terminate this Agreement as provided in Florida Statutes section 287.135 and 448.095.
- D. In the event of termination pursuant to this paragraph 10, the City may pay Consultant for services performed up to the effective date of termination, provided such payment is owed to Consultant pursuant to this Agreement. Consultant will provide the City all completed or partially completed Deliverables (as defined herein) prior to the receipt of payment for services performed up to the effective date of termination. The foregoing payment constitutes Consultant's sole compensation in the event of termination of this Agreement. In addition, Consultant acknowledges that Consultant will not be entitled to the Additional Compensation payments (unless the Additional Compensation is owed to Consultant pursuant to this Agreement) in the event of termination pursuant to this paragraph 10. Except as set forth above, the City will have no other liability to Consultant related to termination of this Agreement. Without limiting the generality of the foregoing, the City will have no liability to Consultant for lost profits or lost opportunity costs in the event of termination of this Agreement.

11. **Governing Law and Venue.** The laws of the State of Florida govern this Agreement. Venue for any action brought in state court must be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court must be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County, in which case the action must be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

12. **Amendment.** This Agreement may be amended only in writing executed by the Parties.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.

14. **Compliance with Laws.** Consultant must comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue

(collectively, “Laws”), including but not limited to Florida laws regarding public records. Consultant hereby makes all certifications required under Florida Statute section 287.135. Consultant must also comply with all applicable City policies and procedures.

15. **Third-Party Beneficiary.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third-party beneficiaries hereto.
16. **No Liens.** Consultant will not suffer any liens to be filed against any City property by reason of any work, labor, services, or materials performed at or furnished to City property, to Consultant, or to anyone using City property through or under Consultant. Nothing contained in this Agreement will be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.
17. **No Construction against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by the Consultant and its professional advisors. The City, Consultant, and Consultant’s professional advisors believe that this Agreement expresses their agreement and that it may not be interpreted in favor of either the City or the Consultant or against the City or the Consultant merely because of their efforts in preparing it.
18. **Use of Name.** Subject to the requirements of Florida laws regarding public records, neither party may use the other party’s name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party, except that Consultant may refer to the City in client lists.
19. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement are limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City is not prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this Agreement.
20. **City Consent and Action.**
 - A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
 - B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless

otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

21. **Captions.** Captions are for convenience only and do not control or affect the meaning or construction of any of the provisions of this Agreement.
22. **Books and Records.** Consultant must prepare in accordance with generally accepted accounting practice and must keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement must be kept by Consultant and must be open to examination or audit by the City during the term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein may be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.
23. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, will survive such expiration or earlier termination.
24. **Force Majeure.** In the event either party hereto is delayed or hindered in or prevented from the performance required hereunder by reason of acts of God, failure of power, public health emergencies, strikes, lockouts, labor troubles, riots, war, insurrection, or other reason of like nature not the fault of the party ("Permitted Delay"), such party will be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay will be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.
25. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver may be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement will be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Consultant will not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.
26. **Permits and Licenses.** Consultant must obtain any and all necessary permits, licenses, certifications, and approvals which may be required by any government agency in connection with Consultant's performance of this Agreement. Upon request of the City, the Consultant will provide the City with written evidence of such permits, licenses, certifications, and approvals.
27. **Successors and Assigns.** This Agreement inures to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.

28. **Subcontract.** The hiring or use of outside services or subcontractors in connection with the performance of Consultant's obligations under this Agreement is not permitted.
29. **Relationship of Parties.** Nothing contained herein may be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, may be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.
30. **Contract Adjustments.**
- A. Either party may propose additions, deletions or modifications to the Scope of Services ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for proper compliance with this Agreement. Proposals for Contract Adjustments must be submitted to the non-requesting party in the form agreed to by the Parties. Contract Adjustments will be effectuated through amendments to this Agreement made in accordance with this Agreement.
- B. Notwithstanding anything to the contrary contained in this Agreement, there may be no increase in the Compensation and Additional Compensation except pursuant to an amendment to this Agreement made in accordance with this Agreement.
31. **City Data.** All data, documents and other City property remain the exclusive property of the City. Consultant agrees that such City property must be used solely for the purpose of performing the Scope of Services. Consultant must safe keep such property and, if the City so requests, Consultant must sign and deliver a written, itemized receipt therefore. Upon conclusion of the Scope of Services, Consultant must return all such property to the City.
32. **Deliverables.** The City will solely own all right, title, and interest in and to the deliverables provided, produced or developed by Consultant pursuant to this Agreement ("Deliverables"), including but not limited to patent, copyright, trademark, and other intellectual property rights therein. Where not clearly specified the format and level of details for Deliverables will be mutually agreed upon by the Parties.
33. **Representations and Warranties.**
- A. Consultant must exercise that degree of care and skill ordinarily exercised by members of the same profession and must perform the Scope of Services using reasonable skill and judgment in accordance with sound business, ethical and professional standards.
- B. Consultant accepts the relationship of trust and confidence established between it and the City by this Agreement. Consultant covenants with the City to cooperate to furnish professional efforts during the term of this Agreement that are consistent

with reasonable professional practices and the best interest of the City.

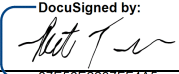
34. **Consultant Personnel.** David Abrams will perform the Scope of Services and will be responsible for assuring Consultant's compliance with this Agreement. Consultant will not remove such personnel from performance of the services contemplated by this Agreement; provided, however, that removal of such personnel due to their incapacity, voluntary termination or termination due to just cause will not constitute a violation of this paragraph. If such personnel is incapacitated, voluntarily terminate their employment, or is terminated for just cause, Consultant must, within forty-eight (48) hours, replace such personnel with other equally qualified personnel approved by the City or the City may immediately termination this Agreement without notice or an opportunity to cure.
35. **Public Records.**
 - A. Consultant must (i) keep and maintain public records (as defined in Florida's Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk's Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records law or other applicable Laws; (iii) ensure that public records in Consultant's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in Consultant's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Consultant transfers all public records to the City upon the expiration or earlier termination of this Agreement, Consultant must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon the expiration or earlier termination of this Agreement, Consultant must meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's request, all public records stored electronically by Consultant must be provided to the City in a format approved by the City.
 - B. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**

C. Nothing contained herein may be construed to affect or limit Consultant's obligations including but not limited to Consultant's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

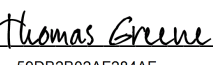
36. **Execution of Agreement.** This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original Agreement. Additionally, each party is authorized to sign this Agreement electronically using any method authorized by applicable law or City policy, including any of the following: (i) a typed name on an electronic document; (ii) an image of a physical signature sent via email, fax, or other electronic transmission method; (iii) clicking a button to indicate agreement or acceptance in an electronic signature system; or (iv) a handwritten signature that is digitally captured on a touch device such as a tablet or smartphone.
37. **Appendices.** All appendices referenced in this Agreement are attached hereto and made a part of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

INNER CIRCLE SPORTS LLC:

By: 
DocuSigned by:
87E56E2207FF4A5...
 Rob Tilliss
 Print: _____
 Title: Robert tilliss

CITY OF ST. PETERSBURG, FLORIDA:

By: 
DocuSigned by:
59DB2B02AF284AF...
 Thomas Greene
 Print: _____
 Title: Assistant City Administrator

ATTEST



(SEAL)


By: 
DocuSigned by:
7FFC2E871D0CFB3...
 City Clerk (Designee)

Approved as to Form and Content:


 City Attorney (Designee) 00713488

(Acknowledgment of Consultant)

Under penalties of perjury, I declare that I am authorized by the Company to execute the foregoing Agreement.

Signed by:
By:  _____
87E56E2207FF4A5

Print: Rob Tilliss _____

Appendix A Scope of Services

This Scope of Services sets forth the services, activities and responsibilities that must be performed by Consultant and the Deliverables that may be provided by Consultant pursuant to the Agreement.

Financial Analysis, New Stadium Project Outline Phase:

- a. Conduct analysis and make recommendations to develop a sound funding strategy for potential transactions and construction: Provide direct expertise on all funding tools available to the City and Pinellas County, Florida (“County”) and the private sector including direct funding, off-balance sheet or separate issue/district funding, and all types of privatized funding.
- b. Determine potential funding sources and assess their capacity and viability, including:

ways to effectively utilize City and County support for the governmental contribution.

venue-specific financing mechanisms which support the Team’s contribution including personal seat licenses, naming rights, and other key revenue drivers.

additional revenue streams not available or used today.
- c. Evaluate financing and operating considerations from the perspective of the associated professional league(s) to develop an attractive but pragmatic funding structure.
- d. Review similar transactions to advise on key business points that should be included in the stadium development.
- e. Advise the City and the County in the development of a framework for the non-binding outline with Rays Baseball Club, LLC (“Team”), incorporating Consultant’s expertise on all venue funding tools available and existing agreements with the Team as well as other precedent transactions.
- f. Describe the relative economics in Major League Baseball (“MLB”) and expectations regarding the financial structure of the Team, other MLB franchises, and the league including their capabilities and limitations.
- g. Advise the City and the County in ensuring the funding structure will have adequate capacity to fund any agreed upon development and modifications to

the stadium. Review all capital contribution sources from the private and public sector and advise on their suitability for this project.

- h. Advise the City and the County in the development of a framework for proximate land use to improve the viability of the stadium, promote greater economic development, and encourage better neighborhood integration.
- i. Advise the City and the County in the development of a reasonable calendar of events that will result in the ability to negotiate, fund, and construct the stadium within the needs of the MLB Franchise, the City and the County.
- j. Provide advice regarding the specific terms associated with the New stadium project outline (“Outline”).
- k. Activities incidental and ancillary to the foregoing.

Principal Project Documentation, Funding, Development Phase

- a. Consultant along with the City and County will interface with the Team ownership on key business issues and come to an agreement on scheduling, finance contributions, and principal project documentation between all of the parties.
- b. Consultant will provide to the City and County negotiation strategies related to the development of a MLB stadium and agreements between parties.
- c. In connection with the task above, Consultant will serve as negotiation liaison between the City, the County, and Team for the following:
 - Provide direct expertise on all the stadium funding tools available to the City, County and the Team in advancement of this project including direct funding, off-balance sheet and all manor of additional issuer/district funding, opportunity zones, new market tax credits, and all types of privatized funding.
 - Provide information and expertise on the activities related to the implementation and execution phases of the stadium.
 - Conducting financial due diligence on the Team and affiliated company (“StadCo”) and proposed guarantors and advising the City and the County accordingly.
 - Reviewing StadCo’s project sources and uses of funds and advising the City and the County accordingly.
 - Reviewing Team’s project sources and uses of funds and advising the City and the County accordingly.

- Analyzing StadCo's pro forma cash flow model and advising the City and the County accordingly.
- Reviewing the Project construction budget and advising the City and the County accordingly.
- Reviewing the general contractor contract, including contingencies in the construction budget, to determine whether the funding commitments of the Team and StadCo are sufficient to satisfy the aggregate construction requirements and contingencies, and advising the City and the County accordingly.
- Analyzing the estimated future capitalized expenditure budget and funding for the period after commencement of commercial operations and advising the City and the County accordingly.
- Reviewing StadCo loan agreements or term sheets with third-party lenders, including loans for construction, permanent financing and equipment, and advising the City and the County accordingly.
- Advising the City and the County, as needed, during review and approval by Pinellas County Commission and the St. Petersburg City Council of the project agreements.
- Advising the City and the County team on an as-needed basis during construction of the stadium.

Consultant will prepare and provide any Deliverables requested by the City and the County.

Appendix B

Compensation and Additional Compensation

Subject to paragraph 3 of the Agreement, the City will pay Consultant the following monthly Compensation:

- November 2023 – \$88,000
- December 2023 through April 2024 - \$22,000 per month

Subject to paragraph 3 of the Agreement, the City will pay Consultant the Additional Compensation set forth below after the following milestones related to the new stadium project have been completed:

- \$350,000 after the City, the County and Team have mutually agreed in writing to terms set forth in new stadium project outline (“Outline”) and such Outline as be present to the St. Petersburg City Council and the Pinellas County Board of County Commissioners.
- \$700,000 after execution of all project agreement as generally described in the Outline and the issuance of bonds for the City contribution amount and County contribution amount as generally described in the Outline.