



SPECIAL CALLED CITY COUNCIL MEETING AGENDA

**TUESDAY, SEPTEMBER 8, 2026,
CITY HALL - COUNCIL CHAMBERS
5 EAST BUTLER ROAD, MAULDIN, SC 29662
IMMEDIATELY FOLLOWING COMMITTEE MEETINGS**

COUNCIL MEMBERS

Mayor

Terry Merritt

Council Members

Taft Matney, Carol King, Jason Kraeling, Michael Reynolds, Frank Allgood and Mark Steenback

AGENDA

1. Call to Order

- a. Welcome
- b. Invocation
- c. Pledge of Allegiance

2. Old Business

- a. Second Reading Ordinance to Approve Amendment 2 to Lease and Stadium Project Agreement; Ratify Prior Related Agreements; Convey Certain Easements at the Stadium; and other Matters Relating Hereto [Pages -5

3. New Business

- a. Discussion: City Gateway and Wayfinding Signs [Pages 58- 65]

4. Call for Executive Session

Executive Session to consider the following items as allowed by State Statute 30-4-70(a)(2)

- a. Proposed sale or purchase of property for Mauldin City Center Village.
- b. Proposed sale or purchase of property along E. Butler Road

Immediately Following Executive Session

Possible action on items discussed in Executive Session

5. Adjournment

All meetings are streamed live at <https://cityofmauldin.org/your-government/meeting-minutes-agendas/>.
A quorum of Council will be present.

AN ORDINANCE

TO APPROVE AMENDMENT NO. 2 TO LEASE AND STADIUM PROJECT AGREEMENT; RATIFY PRIOR RELATED AGREEMENTS; CONVEY CERTAIN EASEMENTS AT THE STADIUM; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAULDIN, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Findings and Determinations. The City Council (the “**Council**”) of the City of Mauldin, South Carolina (the “**City**”) hereby finds and determines:

(a) On October 24, 2024 the City entered into a Lease and Stadium Project Agreement (the “**Project Agreement**”) with Greenville Pro Soccer, LLC (“**GPS**”); CenterPlace, LLC (“**CenterPlace**”); and Bridgeway Station Owners Association, Inc. (the “**Association**” and together with the City, GPS and CenterPlace, the “**Parties**”) for the development of a soccer stadium.

(b) On March 6, 2025 the City entered into Amendment No. 1 to Lease and Stadium Project Agreement (“**Amendment No. 1**”) with GPS; CenterPlace; and the Association to amend the Project Agreement.

(c) The Parties now desire to amend the Project Agreement as amended by Amendment No. 1 to add Hat Trick Properties, LLC (“**Hat Trick**”) as a party to the Project Agreement and to provide for certain other amendments by the execution and delivery of Amendment No. 2 to Lease and Stadium Project Agreement (“**Amendment No. 2**”).

(d) The Council also desires to ratify its actions related to the approval, execution and delivery of the Project Agreement and Amendment No. 1.

(e) The Council also desires to ratify an **Easement Agreement** between the City and Centerplace as a condition of the conveyance of the deed for the stadium.

Section 2. Approval of Amendment No. 2; Ratification of the Project Agreement and Amendment No. 1. The terms and provisions of Amendment No. 2 in substantially the form as presented at this meeting are hereby approved. The Mayor is hereby authorized and directed to execute and deliver Amendment No. 2 in such final form as may be approved by the Mayor, with advice of the City’s attorney, such execution being conclusive evidence of such approval, and thereupon to cause Amendment No. 2 to be delivered to the other Parties thereto. The Council hereby ratifies the approval, execution and delivery of the Project Agreement and Amendment No. 1.

Section 3. Acceptance and Conveyance of Easements. The terms and provisions of the Easement Agreement between the City and Centerplace are hereby approved with the understanding that the City is not granting any unregulated access of persons into the stadium from neighboring properties without explicit or additional permission from the City. The Mayor is hereby authorized and directed to execute and deliver the Easement Agreement in such final form as may be approved by the Mayor, with advice of the City’s attorney, such execution being conclusive evidence of such approval, and thereupon to cause the Easement Agreement to be delivered to the other Parties thereto.

Section 4. Authorization. The Mayor, the City Administrator and the City Clerk, for and on behalf of the City, are fully empowered and authorized, acting jointly or individually, to take such further action and to execute and deliver such additional agreements, documents and certificates as may be reasonably requested by the Parties to effect the delivery of Amendment No. 2 in accordance with the terms and conditions herein set forth, and the transactions contemplated hereby and thereby, and the action of such officers in executing and delivering any of such documents, in such form as the Mayor shall approve, is hereby fully authorized. The consummation of all transactions contemplated by Amendment No. 2 are hereby approved.

Section 5. Severability. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. Repeal of Conflicting Ordinances, Resolution, etc. All ordinances, resolutions, orders and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Ordinance shall become effective immediately upon final reading.

DONE in meeting duly assembled, this ____ day of _____, 2026.

CITY OF MAULDIN, SOUTH CAROLINA

Mayor

ATTEST:

City Clerk

First Reading: _____, 2026

Second Reading: _____, 2026

AMENDMENT NO. 2 TO LEASE AND STADIUM PROJECT AGREEMENT

This Amendment No. 2 to Lease and Stadium Project Agreement (this “**Amendment**”) dated _____, 2026, is among the City of Mauldin, South Carolina, a municipal corporation of the State of South Carolina (the “**City**”), Greenville Pro Soccer, LLC, a South Carolina limited liability company (“**GPS**”), CenterPlace, LLC, a South Carolina limited liability company (“**CenterPlace**”), Bridgeway Station Owners Association, Inc. a South Carolina nonprofit corporation (the “**Association**”) and Hat Trick Properties, LLC, a South Carolina limited liability company (“**Hat Trick**”). All capitalized terms used herein and not defined herein shall have the meanings set forth in the hereinafter defined Agreement.

W I T N E S S E T H :

WHEREAS, the City, GPS, CenterPlace and the Association have previously entered into that certain Lease and Stadium Project Agreement dated as of October 24, 2024 (the “**Original Agreement**”) and Amendment No. 1 to Lease and Stadium Project Agreement dated as of March 6, 2025 (“**Amendment No. 1**”) and together with the Original Agreement, the “**Agreement**”) for the purpose of constructing and operating a Stadium at Bridgeway Station;

WHEREAS, Amendment No. 1, among other things, reduced the Term of the Original Agreement to a period of ten (10) years from the beginning of the Lease Commencement Date;

WHEREAS, the City, Hat Trick, CenterPlace and Association desire to enter into a new amendment and understanding to allow Hat Trick to use certain lands owned by CenterPlace on a temporary basis for the Club’s 2026 USL season or until such time as the construction of the Stadium is completed (anticipated to be within the next twelve (12) months), and in consideration for such usage at no additional cost to the City or Hat Trick, CenterPlace will in turn be granted additional assurances by the City and Hat Trick as stated in more detail herein to (i) provide continued assistance, particularly at the intersection of Bridgeway Boulevard and Bridges Road, to manage existing and future traffic, (ii) assist in the efforts to promote public parking structures within Bridgeway Station and (iii) provide further clarification and understanding of the construction means and methods that shall be available to CenterPlace for future construction of adjacent buildings alongside and above the Stadium concourse;

WHEREAS, the parties hereto desire to enter into this Amendment to (i) restate and supersede the term of the Agreement as thirty (30) years from the Lease Commencement Date, notwithstanding Amendment No. 1; (ii) provide for the assignment by GPS to Hat Trick of all of GPS’s rights under the Agreement and for the assumption by Hat Trick of all of GPS’s obligations under the Agreement, with GPS being released as a party to the Agreement upon such assignment and assumption; (iii) permit Hat Trick to enter into ancillary agreements, including a Stadium License and Use Agreement with GPS, allocating responsibilities for soccer operations; (v) provide for Hat Trick’s use of Temporary Facilities (herein defined); (vi) further define the easements and other accommodations to be made by the City and Hat Trick to CenterPlace to facilitate construction, repair, maintenance, demolition, and reconstruction of future buildings adjacent to the Stadium; and (vii) clarify permissible interference with Stadium operations during construction of buildings adjacent to the Stadium, all as set forth herein; and

WHEREAS, the Amendment has been approved by appropriate corporate action of the governing bodies of each party hereto;

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions; Reference; Effect of Amendment.

1.1 Capitalized terms used but not defined herein have the meanings set forth in the Agreement.

1.2 References to the “Agreement” mean the Agreement as amended by Amendment No. 1 and this Amendment. Except as specifically amended hereby, the Agreement remains in full force and effect.

1.3 The recitals set forth above are true and correct and are hereby incorporated into this Agreement.

Section 2. Amendment to Section 2.2. The first sentence of Section 2.2 of the Agreement is hereby amended and restated as follows:

The “**Term**” shall commence on the date that the Deed is recorded in the Greenville County Register of Deeds’ Office pursuant to Article 3 herein (the “**Lease Commencement Date**”) and expire thirty (30) years after the Lease Commencement Date, unless earlier terminated pursuant to the terms of this Agreement.

Section 3. Assignment by GPS; Assumption by Hat Trick; Release of GPS.

3.1 Assignment and Assumption. GPS hereby assigns to Hat Trick all of GPS’s rights, title, and interest in, to, and under the Agreement, including without limitation all rights as Lessee thereunder. Hat Trick hereby accepts such assignment and assumes and agrees to perform all of GPS’s duties, obligations, covenants, indemnities, and liabilities under the Agreement, including, without limitation, all financing, construction, maintenance, insurance, indemnification, and repayment obligations. All references to “GPS” as Lessee in the Agreement shall hereafter be deemed to refer to “Hat Trick” as Lessee.

3.2 Release of GPS. In consideration of GPS’s assignment of its rights under the Agreement to Hat Trick and Hat Trick’s assumption of GPS’s obligations under the Agreement, the City, CenterPlace, and the Association hereby release GPS from all duties, obligations, covenants, indemnities and liabilities under the Agreement arising from and after the effective date of this Amendment. GPS shall have no further rights or obligations under the Agreement from and after the effective date of this Amendment, except as may arise under the Stadium License and Use Agreement or any other agreement between GPS and Hat Trick.

3.3 Operational Obligations. In addition to and without limiting Hat Trick’s obligations as Lessee under the Agreement, Hat Trick is solely responsible for performing, or causing to be performed, all Operational Obligations (as defined below) under the Agreement, which may be performed directly by Hat Trick or by subcontracting with GPS pursuant to the Stadium License and Use Agreement between Hat Trick and GPS in the form attached hereto as **Exhibit A** (as amended from time to time, the “**Stadium License and Use Agreement**”). As used herein, “**Operational Obligations**” means all obligations and duties of GPS in the Agreement, including, without limitation: (a) maintaining the Club in good standing with membership in the USL throughout the Term pursuant to Section 8.3 of the Agreement; (b) operating the Club and scheduling Home Matches at the Stadium; (c) operating the Stadium in accordance with Professional Soccer Operation and Management Standards as dictated by USL and/or the U.S. Soccer Federation; (d) obligations relating to the sale, transfer, or assignment of ownership interests in the Club pursuant to Section 4.1(d) of the Agreement; and (e) operation and staffing of all Stadium services for Stadium Events in accordance with the Agreement. Notwithstanding anything to the contrary in the Stadium License and Use Agreement, and regardless of whether GPS is responsible for any or all

of the Operational Obligations thereunder, Hat Trick shall remain primarily liable to the City, the Association, and CenterPlace for the full and timely performance of the Operational Obligations; provided, however, that nothing in this Section 3.3 shall limit, waive, or otherwise impair Hat Trick's rights or remedies against GPS under the Stadium License and Use Agreement or at law or in equity.

Section 4. Amendments to Section 4.1. Section 4.1 of the Agreement is amended by adding a new subsection (e) as follows:

(e) Throughout the Term of this Agreement, but not more than three (3) times per calendar year, the City will have the right to request use of a suite for a Stadium Event if a suite has not been sold, leased, rented or otherwise reserved and remains available for use two Business Days prior to the day of the Stadium Event (a ***"Vacant Suite"***). If there is a Vacant Suite and the City requests use of the Vacant Suite for a Stadium Event, the City shall be entitled to the use of a Vacant Suite and a corresponding number of tickets to the Stadium Event at the Property for demonstration, recruitment, hospitality or other official purposes without additional cost or expense to City; provided, however, the City shall be responsible for the cost and expense of all food, beverages and other amenities ordered in connection with the use of the Vacant Suite.

Section 5. Amendment to Section 6.1, as amended. Section 6.1 of the Agreement is amended and restated as follows:

Plan of Finance. The Property will be developed based on the following sources of funding and/or financing and such funding and/or financing will be expended in the following order of priority: (a) funding from the State of South Carolina (the ***"State"***) in three tranches: (i) four million dollars (\$4,000,000) of which the City has committed one million dollars (\$1,000,000) to certain Site Investigations and architectural and engineering expenses pursuant to the MOU (***"Tranche 1"***) and (ii) six million dollars (\$6,000,000) (***"Tranche 2"***) and together with Tranche 1 and Tranche 3 (defined below), the ***"State Appropriations"***), in every case the State Appropriations are to be administered pursuant to 6.4 below; (b) subject to City Council enacting one or more ordinances approving such financing, financing procured by the City by issuance of bonds or provided otherwise by the City up to four million four hundred seventy-four thousand three hundred seventy-one and 42/100 dollars (\$4,474,371.42) (the ***"City Obligation"***); (c) such additional State grants for the Property as may be received by the City (***"Tranche 3"***); and (d) funds contributed by Hat Trick from non-government sources in the amount required to complete the construction of the Stadium as set by the guaranteed maximum price contract for the Stadium as adjusted by approved changes orders and scope changes (***"GPS Financing"***). Nothing herein shall be construed as a cap on GPS Financing, and Hat Trick shall continue to be responsible for the amount required to complete the construction of the Stadium over and above the State Appropriations and City Obligation including all Overages. ***"Overages"*** means all costs in excess of the State Appropriations and City Obligations to complete the construction and upfit of the Stadium for its intended purpose as a Multi-purpose Entertainment Venue including hard and soft construction costs, change orders, scope changes and other costs typical for large construction projects. The current Stadium project cost is approximately \$32,045,528 (which costs may increase) and includes, but is not limited to, approved construction expenses and change orders, soft costs related to

architectural and engineering, pre-development expenses, and tenant improvements. Nothing herein obligates CenterPlace or the Association to make any payment toward the cost of the Stadium.

Section 6. Amendment to Section 7.6.

6.1 Section 7.6 of the Agreement is amended by adding the following subsection:

(j) *Use of Temporary Facilities and Adjacent Property for the 2026 USL Season.* The following provisions are applicable during the 2026 USL Season only. The “**2026 USL Season**” shall mean all regular season matches, playoff matches and any immediate post-season activities such as fan appreciation events which may be held no later than fifteen (15) days after the conclusion of the final playoff match, but in any event no later than December 31, 2026.

(i) Block D. Hat Trick may install equipment and temporary facilities, including locker rooms, an office trailer and storage containers necessary for the operation of the Stadium within the area designated “Block D” on the attached **Exhibit B**. The area must be surrounded by a six foot fence with a screen/blind, such screen/blind to be approved in advance by the Association and similar to the design and color currently surrounding the Site. All equipment and temporary facilities must be removed within 15 calendar days of the conclusion of the Club’s 2026 USL season. Hat Trick shall return CenterPlace’s property to the condition that existed prior to Hat Trick’s use including smoothly graded and sodded or seeded with grass. Notwithstanding the foregoing, in the event CenterPlace desires to begin construction within Block D or requires the use of Block D as a staging area for construction activities, Hat Trick will be required to relocate all equipment and temporary facilities within 15 calendar days of the receipt of written notice from CenterPlace stating CenterPlace’s need for Block D. CenterPlace makes no guarantee that another temporary site will be available within Bridgeway Station for the duration of the 2026 USL season.

(ii) Stadium West. In the area designated “Stadium West Temporary Facilities” on the attached **Exhibit B**, Hat Trick may install a temporary restroom designed to meet specific accessibility standards set by the Americans with Disabilities Act (the “**ADA Restroom**”) on property adjacent to the northwest entrance of the Site within Block H as approved by CenterPlace for the sole purpose of supporting a temporary ADA lift installed within the Stadium to satisfy ADA requirements to use the west stands. Hat Trick shall maintain and keep in a clean and sanitary condition the ADA Restroom and shall not permit the ADA Restroom to become a public nuisance. The ADA Restroom must remain locked when the Stadium is not in operation or as approved by CenterPlace. If feasible, the ADA Restroom will be stored within Block D when the Stadium is not in operation. Hat Trick may install a temporary ADA lift within the Stadium, but it must be removed at the earlier of the conclusion of the Club’s 2026 USL season or when the West Building’s northern elevator becomes operational for public use. The Hat Trick may install a

temporary press box upon the west stands provided it does not become a visual distraction and must be removed once the West Building is constructed.

(iii) Stadium East. In the area designated “Stadium East Temporary Facilities” on the attached ***Exhibit B*** between the east concourse and the sidewalk along Via Corso Blvd within a fenced perimeter (such fencing subject to the approval of the Association), Hat Trick may install (a) temporary restrooms, handwashing facilities and drinking fountains for use during Stadium Events and (b) the Club’s temporary ticket booth and gameday merchandise point of sale. Also within this area, the City may install temporary underground electrical utility infrastructure to provide electricity to this area. All temporary facilities installed by or at the direction of Hat Trick in this area must be removed by Hat Trick within 10 calendar days upon completion of the Club’s 2026 USL season. All electrical utility infrastructure installed by the City must be removed by the City at the earlier of the following: (i) the City no longer has a need for the temporary electrical utility infrastructure in this area, (ii) after Hat Trick has removed its temporary facilities from this area or (iii) the receipt by the City of a request from CenterPlace to remove such electrical utility infrastructure from this area. Notwithstanding the foregoing, at any time following the 2026 USL Season upon 5 days’ written notice to the other Parties hereto if within five (5) years of the completion of the Club’s 2026 USL Season or otherwise upon no notice to the Parties, any such temporary facilities or temporary electrical utility infrastructure may be removed by CenterPlace at any time without liability to CenterPlace for damages. CenterPlace makes no guarantee that another temporary site will be available within Bridgeway Station for such temporary facilities or temporary electrical utility infrastructure for the duration of the 2026 USL season. This provision shall not be construed as creating an easement or license in favor of Hat Trick or the City with respect to the area designated as the Stadium East Temporary Facilities. The Stadium East Temporary Facilities area must be maintained and kept neat, clean, sanitary, safe and free from unsightly conditions by Hat Trick and the City at all times. Hat Trick and the City shall not permit activities on the Stadium East Temporary Facilities area to become a nuisance. The property must be returned in the same condition it was provided.

(iv) Stadium South. In the area designated “Stadium South Temporary Facilities” on the attached ***Exhibit B***, Hat Trick may install temporary restrooms, handwashing facilities and drinking fountains for use during Stadium Events. The Stadium South Temporary Facilities area must be maintained and kept neat, clean, sanitary, safe and free from unsightly conditions by Hat Trick at all times. Hat Trick shall not permit activities on the Stadium South Temporary Facilities area to become a nuisance. All temporary facilities must be removed within 15 calendar days upon completion of the Club’s 2026 USL season. The property must be returned in the same condition it was provided.

(v) Insurance. During the period of time that Hat Trick has the use of any of the areas designated as Block D and Stadium East Temporary Facilities on the attached ***Exhibit B***, Hat Trick shall obtain and maintain at their sole cost and expense public liability coverage including personal injury liability and contractual liability; if on a commercial

general liability form, the limit per occurrence shall be three million dollars (\$3,000,000.00) and an aggregate of five million dollars (\$5,000,000.00) combined single limit per occurrence and include bodily injury and property damage liability; and a general umbrella liability policy of ten million dollars (\$10,000,000.00). If Hat Trick intends to allow alcoholic beverages to be served in the aforesaid designated areas, then Hat Trick's commercial or comprehensive liability insurance policy shall also include coverage for liquor liability (dram shop) insurance in a minimum amount of three million dollars (\$3,000,000.00) per occurrence/aggregate for bodily injury and property damage liability. Such insurance policies shall name CenterPlace as additional insured and contain waivers of subrogation clause in favor of CenterPlace. CenterPlace shall have the right, upon not less than sixty (60) days prior written notice to Hat Trick, to require Hat Trick to increase any insurance limits, add additional coverage types, or modify the insurance requirements set forth in this subsection 7.6(j)(v), as CenterPlace may reasonably determine necessary based on changes in insurance market conditions; inflation and increased replacement costs; changes in the nature, scope, risk profile of Stadium operations; or prudent underwriting considerations.

(vi) Indemnification. Hat Trick shall indemnify, defend, and hold harmless CenterPlace, and its officers, members, managers, agents and employees, successors and assigns, and the Association ("**Indemnified Parties**") for, from and against all liabilities and Claims, including for damages or other losses, including reasonable attorney's fees and costs, in each case against or suffered by an Indemnified Party arising out of, or resulting from, or related to, Hat Trick's activities in the areas designated as Block D and Stadium East Temporary Facilities on the attached **Exhibit B**. Hat Trick's indemnification obligations under this Section shall survive the expiration or termination of Hat Trick's use of the temporary facilities.

(vii) The expiration or termination of the use of the temporary facilities referred to in this Section 7.6(j) shall not affect easements and accommodations granted to CenterPlace during construction, maintenance, repair, demolition or reconstruction of its future building(s) on property adjacent to the Stadium, or constitute a default by CenterPlace.

6.2 Temporary Construction Easement. Section 7.6(a) of the Agreement is amended by replacing the words, number and symbol "twenty-five foot (25') wide temporary construction easement along the common boundary" with the words, number and symbol "thirty foot (30') wide temporary construction easement along the common boundary."

6.3 **Permissible Interference with Stadium Operations During Construction.** Section 7.6(a) of the Agreement is amended by inserting immediately after the second sentence thereof the following:

Notwithstanding the foregoing, in the event that construction activities by CenterPlace on properties adjacent to the Property require (i) temporary closure of the Stadium from time to time for period(s) not to exceed five (5) consecutive days during which Stadium Events

cannot be held, (ii) temporary erection of scaffolding and/or overhead protection over the concourse and stadium seating that may obstruct the view of Stadium Events, (iii) temporary relocation of Stadium entrances, (iv) temporary encroachment of airspace by a tower crane above the Stadium, and (v) any other reasonable accommodation or restriction to facilitate construction, repair, maintenance, inspection, or demolition activities on CenterPlace' adjacent property, then such temporary closure(s) and activities shall be permitted and shall not be considered as preventing Hat Trick or the City from being able to operate the Stadium. Except in cases of emergency or matters of public safety, temporary closure(s) may only occur during periods when Stadium Events for which CenterPlace has been given at least sixty (60) days prior written notice by Hat Trick have not been scheduled, and upon such temporary closure, no Stadium Event may be scheduled for three (3) days thereafter without the consent of CenterPlace so that construction activities may continue uninterrupted. Notwithstanding the foregoing, CenterPlace shall make commercially reasonable efforts to accommodate Hat Trick's desire that temporary closures of the Stadium shall not occur during the USL League One playoff window (currently October 25, 2026, through November 15, 2026) provided that such accommodation does not increase the cost of construction for CenterPlace. Furthermore, while construction activities are ongoing on CenterPlace's adjacent property on Block H, no Stadium Event with a duration of more than three (3) days shall be scheduled by Hat Trick without the prior written consent of CenterPlace. In case of an emergency, CenterPlace shall provide the Parties with as much notice as is reasonably practical in the circumstances and shall use commercially reasonable efforts to minimize the duration and impact of any such closure. In the event such temporary closure(s) or activities are required, the Parties shall cooperate and work together to minimize interference not only with the Stadium operations but also CenterPlace's construction schedule. The Parties acknowledge that such temporary closures and accommodation will be necessary from time to time due to the Stadium being built in an area with zero setback lot lines and future buildings likely being built cantilever over the concourse and parts of the stadium seating where air rights exist for CenterPlace and will affect Stadium operations as the need for accommodations will be required during construction.

Section 7. New Section 22.22 Stadium License and Use Agreement. A new Section 22.22 is hereby added to the Agreement as follows:

22.22 Stadium License and Use Agreement. The Stadium License and Use Agreement:

(a) shall be strictly internal to Hat Trick and GPS and shall not amend, reduce, limit, condition, or delay any obligation or liability of Hat Trick as Lessee to the City, the Association, or CenterPlace under this Agreement, and shall not be binding upon, or enforceable against, the City, the Association or CenterPlace; provided, however, that the City is a third-party beneficiary of certain specific provisions of the Stadium License and Use Agreement as set forth in Section 20.10 thereof;

(b) shall not be effective to modify scheduling, design, construction, operating, maintenance, insurance, indemnity, default, or financing obligations under this Agreement in any manner that would conflict with this Agreement; and

(c) upon written request of the City (and, as applicable, the Association), Hat Trick shall provide a certification describing in general terms the allocation of primary day-to-day responsibility between Hat Trick and GPS under the Stadium License and Use Agreement for notice and coordination purposes only, it being understood that such certification does not limit Hat Trick's liability as Lessee.

Section 8. New Section 22.23 Future Infrastructure Improvements. A new Section 22.23 is hereby added to the Agreement as follows:

22.23 Future Infrastructure Improvements. The Parties acknowledge that certain infrastructure improvements in close proximity to the Stadium are crucial and would contribute to the success of the Stadium and bring economic and civic benefits to the greater community in the City and the upstate region and to the Bridgeway Station development. Accordingly, to accommodate the future construction of CenterPlace buildings along the property line at the concourse and concession area of the Stadium, the Parties recognize this close proximity of construction will interfere with the operation of the Stadium facility during construction, including, but not limited to, the thirty foot (30') easement area beyond the face of the building at both the edge of the concourse and at the edge of the building above the concourse. CenterPlace and its contractors shall take commercially reasonable steps necessary to protect visitors to the Stadium and attempt to minimize the impact; however, the Parties acknowledge that construction has unforeseen requirements and numerous trades that must access the area to complete construction. The parties shall accommodate the construction in order to facilitate its timely completion. These considerations are the basis of the bargain for providing to the City and Hat Trick the use of numerous areas for temporary facilities necessary to enable Hat Trick and the City to open the stadium on June 3, 2026, and continually have it open while these temporary land areas are utilized by the City and/or Hat Trick for storage, locker rooms, restrooms, concessions, ticket sales and a multitude of other uses that otherwise would not be available and for which CenterPlace shall receive no monetary compensation. Additionally, the City and CenterPlace agree to cooperate, to meet, as appropriate, and to work together to the best of their ability to find ways to fund and bring to fruition the following infrastructure projects: (i) road improvements to Bridges Road including widening the I-385 overpass and construction of a traffic circle at the intersection with Bridgeway Blvd; and (ii) construction of a parking deck. Notwithstanding the foregoing, this provision shall not be construed in any way as creating any financial obligation between the Parties for any Party to directly fund these improvements, and failure to identify funding sources for these projects or their development within the lease Term shall not constitute a Default.

Section 9. Conforming Amendments; Interpretation.

9.1 References to "GPS" as Lessee. Throughout the Agreement, references to "GPS" as the lessee shall be deemed to refer to Hat Trick as Lessee. All defined terms in the Agreement that incorporate "GPS" (including, by way of example, "GPS Default", "GPS Financing" and "GPS Termination Event") shall remain as written in the Agreement (except as specifically amended by this Amendment), but each such defined term shall be read and construed to refer to Hat Trick in its capacity as Lessee.

9.2 No Modification of Third-Party Rights or Approvals. Nothing in this Amendment modifies approval rights or obligations of the City, the Association, or CenterPlace, nor does it alter Exhibits, defined terms, or thresholds except as expressly set forth herein.

9.3 Covenants. All terms of this Amendment are subject to the Covenants in all respects, and all Parties agree to comply with the Covenants.

Section 10. Representations and Warranties; Authority. Each party represents and warrants that this Amendment has been duly authorized, executed and delivered by such party and constitutes a valid and binding obligation of such party enforceable in accordance with its terms, subject to applicable laws affecting creditors' rights and equitable principles generally. Hat Trick represents and warrants that it is duly organized, validly existing, and in good standing in the State of South Carolina and that execution, delivery, and performance of this Amendment does not violate its organizational documents or any applicable law or agreement binding on it.

Section 11. Miscellaneous. Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its original terms. Reference to this specific Amendment need not be made in any note, document, agreement, letter, certificate, the Agreement or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to the Agreement, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. This Amendment and the Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating thereto and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of South Carolina, without giving effect to conflicts of law provisions.

Section 12. Counterparts; Execution. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Amendment may be delivered by the exchange of signed signature pages by facsimile transmission or by e-mail with a .pdf copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

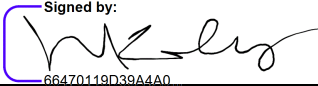
[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be duly executed and delivered by their respective officers hereunto duly authorized as of the date first written above.

CITY OF MAULDIN, SOUTH CAROLINA

By: _____
Print Name: Terry Merritt
Title: Mayor

GREENVILLE PRO SOCCER, LLC,

Signed by: 
By: _____
Print Name: Wallace B. Cheves, Jr.
Title: Chairman

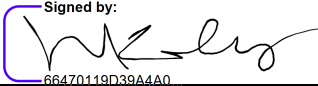
**BRIDGEWAY STATION OWNERS
ASSOCIATION, INC.**

By: _____
Print Name: _____
Title: _____

CENTERPLACE, LLC

By: _____
Print Name: _____
Title: _____

HAT TRICK PROPERTIES, LLC

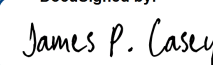
Signed by: 
By: _____
Print Name: Wallace B. Cheves, Jr.
Title: Manager

ACKNOWLEDGEMENT OF GUARANTORS

The undersigned Guarantors join in the execution of this Amendment No. 2 to Lease and Stadium Project Agreement for the purpose of acknowledging and consenting to the terms thereof and reaffirming the Guaranty Agreement dated August 8, 2025 (the “**Guaranty**”). Each Guarantor is a beneficial owner of a direct interest in Hat Trick Properties, LLC (“**Hat Trick**”) and the value of the consideration and benefit received and to be received by Hat Trick pursuant to this Agreement is a substantial and direct benefit to each Guarantor. Each Guarantor hereby (a) unconditionally ratifies and confirms, renews and reaffirms all of his obligations under the Guaranty, (b) acknowledges and agrees that such obligations remain in full force and effect, binding on and enforceable against each Guarantor in accordance with the terms, covenants and conditions of the Guaranty and each Guarantor remains unconditionally liable to the City of Mauldin, South Carolina (the “**City**”) in accordance with the terms, covenants and conditions of the Guaranty. No guarantor has any defense, counterclaim, or offset with respect to the Guaranty and to the extent any such defenses, counterclaims or offsets exist, Guarantors waive any such defenses, counterclaims or offsets and release the City from any such claims and/or damages arising therefrom whether known or unknown, presently existing or hereafter arising from any acts of the City committed before the effective date of this agreement.

Signed by:

 66470119D39A4A0
 Wallace B. Cheves, Jr.

DocuSigned by:

 E404E085E4DD458
 James P. Casey

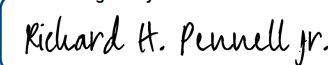
DocuSigned by:

 5872FCB8C4E44A7
 Richard H. Pennell, Jr.

EXHIBIT A
STADIUM LICENSE AND USE AGREEMENT
(see attached)

STADIUM LICENSE AND USE AGREEMENT

by and between

HAT TRICK PROPERTIES, LLC

and

GREENVILLE PRO SOCCER, LLC

STADIUM LICENSE AND USE AGREEMENT

THIS STADIUM LICENSE AND USE AGREEMENT (this “Agreement”) is made as of _____, 2026 (the “Effective Date”), by and between Hat Trick Properties, LLC, a South Carolina limited liability company (“StadCo”), and Greenville Pro Soccer, LLC, a South Carolina limited liability company (“TeamCo”). StadCo and TeamCo are referred to herein collectively as the “Parties” and individually as a “Party”.

RECITALS

A. Reference is hereby made to that certain Lease and Stadium Project Agreement dated as of October 24, 2024, by and among the City of Mauldin, South Carolina, CenterPlace, LLC, Bridgeway Station Owners Association, Inc., and TeamCo, as amended by that certain Amendment No. 1 to Lease and Stadium Project Agreement dated March 6, 2025, and as further amended by that certain Amendment No. 2 to Lease and Stadium Project Agreement dated [●], by and among the City of Mauldin, South Carolina (the “City”), CenterPlace, LLC, Bridgeway Station Owners Association, Inc., StadCo, and TeamCo (as amended, the “Master Lease”).

B. Pursuant to the terms of the Master Lease, StadCo is the lessee of a multi-use soccer stadium currently under construction at the Bridgeway Station development located in the City of Mauldin, SC (the “Stadium”).

C. StadCo and TeamCo intend, by this Agreement, to define their respective rights and obligations concerning TeamCo’s use of the Stadium for Licensed Events (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1 - GENERAL TERMS

1.1 Definitions and Usage. Capitalized terms used but not otherwise defined in this Agreement have the meanings given to them in Appendix A attached hereto and, if not defined therein, in the Master Lease. In the event of a conflict between the definition of a capitalized term in this Agreement and the Master Lease, the definition in this Agreement shall control.

SECTION 2 - GRANT OF LICENSE

2.1 License. Subject to and upon the terms and conditions of this Agreement, StadCo hereby grants TeamCo a license to enter and use the Stadium for the Licensed Events set forth in Section 2.2. Except for the license granted in the previous sentence, no estate, lease, tenancy, or other real property interest is conveyed to TeamCo under this Agreement.

2.2 Licensed Events. TeamCo is permitted to license and use the Stadium for the purposes of hosting and programming Licensed Events. As used herein, “Licensed Events” shall mean the following events related to the operation and promotion of a professional soccer franchise:

- **Home Matches.** Matches which are scheduled as a part of the League’s regular seasons, including pre/post-match activities.
- **Playoff, US Open Cup, or Exhibition Matches.** Matches, which through extraordinary performance of the Team(s) or through typical pre-season, exhibition, or US Open Cup (or similar) scheduling, may become a part of the schedule but which are not scheduled by the League as a part of the League’s regular seasons, including pre/post-match activities.
- **Open Practice(s).** Practices by the Team(s) which are open to the public for viewing.
- **Closed Practice(s).** Practices by the Team(s) which are not open to the public for viewing.
- **Camps and Clinics.** Team camps and clinics for youth, academy, or adult attendees.
- **Media and Other Events.** Events which host media or fans, such as a pep rally, fanfest, media day, etc., which may cause the Stadium to be open.

2.3 Licensed Premises. For use during Licensed Events, TeamCo is granted access to all areas of the Stadium including the field, concourses, seating bowl, premium and club areas, home and away team locker rooms, coaches’ offices, laundry and storage facilities, south stage, ticket offices, and other areas as reasonably necessary for the proper production of Licensed Events, to the extent such areas are included in the “Site” as identified in Exhibit D to the Master Lease (collectively, the “Licensed Premises”). Access to food and beverage areas is subject to the Concessionaire Agreement. Notwithstanding the above, TeamCo will have access to the Team Store at all times during the Term.

SECTION 3 - TERM

3.1 Term. The Initial Term of this Agreement commences on the Effective Date and, unless sooner terminated as provided in Section 16 or otherwise in accordance with this Agreement, shall continue until the expiration or earlier termination of the Master Lease. Notwithstanding anything to the contrary herein, in no event shall the Term of this Agreement extend beyond the term of the Master Lease, and this Agreement shall automatically terminate, without further action by either Party, upon the expiration or earlier termination of the Master

Lease.

3.2 Renewal. Upon any renewal or extension of the term of the Master Lease, unless this Agreement has been otherwise terminated in accordance with Section 16, this Agreement shall be automatically renewed or extended for a Renewal Term equal to the duration of the renewal or extension of the term of the Master Lease.

SECTION 4 SCHEDULING AND USE

4.1 Scheduling Priority for Regular Season Home Matches. During the Term, TeamCo shall cause the Team(s) to play all of their Home Matches at the Stadium unless the Stadium is unavailable. Throughout the Term of this Agreement, TeamCo will have the first right to schedule dates for Home Matches to the extent the Stadium is available and unscheduled on such dates, and StadCo and TeamCo will work in good faith to schedule Home Matches on mutually agreeable dates and times. Unless the Parties otherwise agree, StadCo shall ensure that at least two (2) weekends (consisting of both Saturday and Sunday) in each month remain available for potential Home Matches in the following League season (the “Reserved Weekend Days”), and StadCo shall not schedule any Other Events on Reserved Weekend Days until the USL League schedule for the following season has been released. Prior to the USL League schedule being released for the following season, StadCo may schedule Other Events at the Stadium on dates that are not Reserved Weekend Days. After the USL League schedule has been released and StadCo and TeamCo have collaborated regarding the scheduling of Home Matches, StadCo may schedule Other Events on Reserved Weekend Days that are not scheduled for Home Matches.

4.2 Scheduling of Other Licensed Events. StadCo will work in good faith with TeamCo to schedule other Licensed Events on mutually agreeable dates and times. StadCo will use good faith efforts to avoid scheduling Other Events which may conflict with League playoff games or US Open Cup matches.

SECTION 5 TICKET SALES AND ADMISSION

5.1 TeamCo will have the exclusive right and obligation to market, promote, sell, control, and determine the purchase price and other terms for, and contract with respect to, all tickets to Licensed Events, including, but not limited to, the following:

- (a) Marketing, promotion, sale, and control of the location and prices of season tickets, mini season tickets, group tickets, corporate packages, and suite rentals for Licensed Events, including the determination of the number and location of complimentary and/or discounted tickets to Licensed Events;
- (b) Provision of staffing to handle advance and gameday ticket sales for Licensed Events pursuant to Section 6.1; and

(c) Responsibility for the reconciliation and payment of any local or state taxes and other applicable fees.

5.2 During the Term, except as set forth in Sections 5.1(c), 6.1, 7.1, and 7.2, TeamCo shall be entitled to one hundred percent (100%) of all Ticket Revenues in connection with all Licensed Events. Additionally, StadCo will provide to TeamCo, at no cost, with use for each Licensed Event ticket terminals, scanners, and other ticket-related equipment as necessary.

5.3 StadCo will endeavor to make the Stadium ticket office facilities open to the public for purchase and distribution of tickets to Licensed Events on all days of a Licensed Event at least three (3) hours prior to the beginning of such Licensed Event and at a reasonable time around or after half-time of each Licensed Event. Subject to ticket platform requirements as provided by StadCo, the Parties will collaborate to identify and retain a third-party ticket services provider.

5.4 TeamCo may issue press and related passes for Licensed Events for all media, visiting teams, performers, and USL personnel, including all persons engaged in the broadcasting and reproduction of any Licensed Event and those persons necessary for the installation and removal of broadcast and reproduction equipment.

SECTION 6

EVENT SERVICES AND EXPENSES

6.1 Event Staffing. Except as otherwise provided below, StadCo shall be responsible for providing all personnel (and related supplies and equipment) required to staff the Stadium for all Licensed Events, including, but not limited to, janitors, ticket takers, ushers, stadium security officers, special police, firemen, ambulance EMTs, porters, maids, restroom attendants, and such other personnel as may be reasonably necessary. However, notwithstanding the foregoing, TeamCo shall be responsible for providing all staffing required for (a) scoreboard and video operations, the public address and sound system, broadcast technicians, ticket sales, customer service, and competition-related personnel for Home Matches and as required for other Licensed Events, and (b) the Team Store.

6.2 Event Expenses. TeamCo shall reimburse StadCo for all expenses, including staffing and personnel expenses, for all Licensed Events. Reimbursement will be paid on a monthly or bi-weekly basis (based on whether StadCo provides the expense reimbursement requests monthly or bi-weekly), with amounts to cover the prior period's expenses for Licensed Events. Regardless of the frequency of such reimbursement requests, TeamCo agrees to pay StadCo in immediately available funds within fourteen (14) days after receipt of the reimbursement request.

6.3 Concessionaire. StadCo shall sign an agreement (the "Concessionaire Agreement") with a reputable, third-party concessionaire (the "Concessionaire") for the

purposes of providing exclusive food and beverage services to all Stadium events, including Licensed Events under this Agreement. StadCo will cause the Concessionaire to coordinate with TeamCo as necessary for the provision of food and beverage services for Licensed Events.

SECTION 7 RENT

7.1 Match Events. For every ticketed Licensed Event, TeamCo shall pay to StadCo seven percent (7%) of all gross Ticket Revenues received by TeamCo. Such funds shall be paid to StadCo no more than ten (10) days following TeamCo's receipt of payment of such Ticket Revenues.

7.2 Other Licensed Events. For all other non-ticketed Licensed Events, TeamCo shall use the Stadium at no cost to Rent but shall reimburse StadCo for all costs incurred to open the Stadium for the Licensed Event (including, but not limited to, all staffing costs paid by StadCo with respect to such Licensed Event) in accordance with Section 6.2.

7.3 Team Store. TeamCo will sublease from StadCo the Team Store space as a part of a triple-net lease with StadCo. TeamCo will pay its pro rata share of common area maintenance, insurance, and associated taxes for use of the Team Store space.

SECTION 8 ADVERTISING

8.1 Cooperative Sponsorship Rights. StadCo and TeamCo acknowledge that it may be mutually beneficial to each Party to coordinate specific marketing and sponsorship assets. In performing such coordinated marketing activities, each Party will receive an appropriate share of the sponsorship sale as is reasonable for the relevant assets. Notwithstanding the foregoing, StadCo will retain all sponsorship and marketing revenues derived from StadCo's physical and intellectual property assets ("StadCo Assets"). Likewise, TeamCo will retain all sponsorship and marketing revenues derived from TeamCo's physical and intellectual property rights assets ("TeamCo Assets").

(a) **StadCo Assets Examples.** Sponsorship and marketing revenues derived from StadCo Assets include, without limitation, Stadium naming rights, signage and sponsorships of Other Events, naming rights to the field, naming rights to exclusive areas of the Stadium, all permanent signage in the Stadium, and Pouring Rights.

(b) **TeamCo Assets Examples.** Sponsorship and marketing revenues derived from TeamCo Assets include, without limitation, jersey sponsorships, media partnerships for the Team(s), "corner kick" sponsors or similar in-game activations, field-level signage boards, and temporary sponsor booths on Match days.

SECTION 9 – FOOD SERVICE

9.1 Concessionaire Agreement. During the Term, all food services in connection with Licensed Events will be handled exclusively by StadCo's Concessionaire at no cost to TeamCo, pursuant to the Concessionaire Agreement. StadCo will consult with TeamCo in connection with the negotiation and management of the Concessionaire Agreement to provide an experience responsive to TeamCo's fans and needs.

(a) StadCo recognizes the critical importance and right of TeamCo to sell food, alcohol and beverage sponsorships, and the Concessionaire Agreement will include an obligation of Concessionaire to work cooperatively and collaboratively with TeamCo to offer such sponsored products.

(b) Except as set forth in subsection (a), StadCo shall, in consultation with TeamCo, cause Concessionaire to (1) reasonably determine all concession menus and the corresponding price points and (2) reasonably manage all alcohol sales operations including, but not limited to: (i) determination of brands to purchase and sell; (ii) purchase of all alcohol products (including beer and other malt beverages); and (iii) determination of associated price points, provided that StadCo shall have final discretion over the determination of such pricing and items.

9.2 Food and Beverage Commission. StadCo shall pay TeamCo an amount equal to fifty percent (50%) of revenues that it receives from Stadium food and beverage operations during Licensed Events pursuant to the Concessionaire Agreement ("Food and Beverage Commission"). The Food and Beverage Commission shall be paid by StadCo to TeamCo no more than seven (7) days following the receipt of the Concessionaire's payment of such commissions to StadCo.

9.3 Pouring Rights. StadCo retains the exclusive right to negotiate for Pouring Rights to the Stadium. As used herein, "Pouring Rights" are the exclusive right to offer water and soft drink brands in the Stadium.

9.4 Team Catering. TeamCo shall be permitted to make alternative food service arrangements for specific, agreed upon services such as staff meals, player catering, show catering, which services may be sponsored or provided in trade, outside of the Concessionaire Agreement on an informal and infrequent basis without penalty, while keeping such food out from public areas of the Stadium.

9.5 Master Lease. The Parties acknowledge that all food and beverage services within the Stadium are subject to rights and restrictions contained within the Master Lease.

SECTION 10 – MERCHANDISE AND TEAM STORE

10.1 Team Store. TeamCo will rent from StadCo predetermined space on the northwest corner of the Stadium with opening to exterior traffic, which will operate as a retail store for TeamCo merchandise (the "Team Store").

10.2 **Merchandise Sales.** TeamCo has the exclusive right to sell TeamCo's merchandise and apparel throughout the Stadium during Licensed Events. TeamCo will retain all revenues from the sale of its merchandise and apparel.

SECTION 11

VENUE OPERATING STANDARDS

11.1 **Field Installation and Upkeep.** StadCo shall be responsible for ensuring that an all-green synthetic turf is installed in the Stadium, in order to facilitate the transition from soccer configuration to other configurations and back. StadCo will ensure that the turf to be installed is a FIFA-approved product and that the field is certified by an independent, FIFA-accredited test institute as a "FIFA Quality" or "FIFA Quality Pro" pitch throughout the Term. StadCo shall be solely responsible for properly maintaining the turf and for any subsequent replacement thereof.

11.2 **P.A. System.** StadCo shall furnish the public address and sound systems for Licensed Events, which public address and sound systems shall be in good working order. TeamCo's personnel shall have exclusive use of the public address and sound system during each Licensed Event for the duration of each such event; provided, however, that (a) the public address system and sound system shall be operated according to reasonable rules and regulations as may be established by StadCo, and (b) TeamCo shall provide StadCo with reasonable access to the public address and sound system for public service or emergency announcements.

11.3 **Field Equipment.** During the Term, StadCo will provide goals, nets, corner flags, team benches, bench shields, and other necessary on-field equipment, at its cost, in accordance with USL League Rules.

11.4 **Maintenance.** StadCo, at its cost and expense, shall timely make all repairs and undertake all maintenance and repairs at the Stadium at a level (i) so that the Stadium is in operable condition, reasonable wear and tear excepted, for all Licensed Events, and (ii) that complies with all applicable laws. In connection with the foregoing, StadCo shall be responsible for garbage removal from the Licensed Premises. None of the facilities or equipment required for Licensed Events shall be diminished or eliminated without TeamCo's prior written consent, other than replacing damaged or obsolete furniture, fixtures, machinery, or equipment.

11.5 **TeamCo's Maintenance Obligation.** TeamCo will not cause any damage to the Licensed Premises during the Term (ordinary wear and tear resulting from the playing of professional soccer games excepted). Further, TeamCo agrees to reimburse the replacement value of any StadCo property that is damaged by TeamCo or its agents or personnel or damaged by others during Licensed Events. TeamCo also agrees not to make any alterations of any kind to said building or equipment contained therein. Any repairs needed for material damage done to the Licensed Premises by TeamCo, or any person under TeamCo's control, shall be performed by StadCo and paid for by TeamCo.

11.6 Utilities. StadCo, at its sole cost and expense, shall furnish sufficient water, sewer, natural gas, heat, electric, telephones, internet, and other utilities, hookups, and capacities as are necessary to operate the Licensed Premises for Licensed Events.

SECTION 12 PERMITS

12.1 Permits. StadCo, or affiliate entity, shall ensure that Licensed Premises maintain compliance with all necessary permits required for the hosting of Licensed Events.

SECTION 13 INTELLECTUAL PROPERTY RIGHTS

13.1 TeamCo Intellectual Property. StadCo acknowledges that, during the Term or at any time thereafter, StadCo does not have, nor shall StadCo assert, any intellectual property rights or any license in any intellectual property rights owned by TeamCo or the USL. TeamCo warrants and represents that it owns or has the right to use all intellectual property, including trademarks or copyrights of third parties, which TeamCo or the USL uses in the Stadium and in TeamCo's or the USL's advertising. TeamCo specifically indemnifies and agrees to defend StadCo from any and all third-party claims that any of its use of the Stadium's signage or advertising violates said third-party's rights therein.

13.2 StadCo Intellectual Property. TeamCo may not use StadCo's name, logos, trademarks, or other intellectual property or any third party intellectual property rights licensed to StadCo (collectively, "StadCo IP") in publications, news releases, websites, advertising, speeches, photographs, and/or other releases of information without approval from StadCo.

SECTION 14

MULTIMEDIA DISTRIBUTION

14.1 Multimedia Distribution. TeamCo shall have the exclusive right to control and retain all revenue from all broadcasts, reproductions, and transmittals of the pictures, descriptions, and accounts of Licensed Events via Multimedia Distribution, and all other activities of TeamCo and the visiting teams incidental to Licensed Events in the Stadium. StadCo shall provide access to the Licensed Premises for media personnel and equipment at no cost to TeamCo or the media.

SECTION 15

SECURITY, PUBLIC SAFETY, AND OBSTRUCTIONS

15.1 Security. During the Term, StadCo shall arrange for all security needs for Licensed Events, including security staffing and local police officers. TeamCo will reimburse StadCo for all such staffing costs incurred by StadCo for Licensed Events. Local police officers

may be scheduled for Licensed Events, and the exact number of officers required shall be determined by a good faith assessment made by StadCo throughout the Term.

15.2 Public Safety and Obstructions. During the Term, StadCo shall, in consultation with TeamCo, make all public safety arrangements, which shall be at TeamCo's cost and expense. TeamCo agrees that at all times it will conduct Licensed Events with full regard to public safety. No portions of the sidewalk, entries, passages, vestibules, halls, elevators, corridors, stairways, or ways of access to public utilities shall be obstructed by TeamCo, nor shall such areas be used for any purpose other than ingress and egress.

15.3 Medical Coverage. When deemed necessary by StadCo or when reasonably requested by TeamCo with reasonable prior notice, StadCo will use commercially reasonable efforts to arrange for medical coverage at all Licensed Events in the form of an appropriately certified stand-by ambulance crew for ticketed patrons (at TeamCo's cost and expense). TeamCo will be responsible for providing medical care of athletes through certified athletic trainers, physicians, and/or EMTs.

SECTION 16 - TERMINATION

16.1 Termination. This Agreement may be terminated as follows:

(a) Either Party may, without prejudice to any of its other rights or remedies hereunder, terminate this Agreement and the rights granted hereunder by giving written notice to the other Party if any of the following events should occur:

(i) a material breach of this Agreement by the non-terminating Party, if, after receiving written notice thereof from the non-breaching Party, the breaching Party does not cure such breach (if capable of being cured) within thirty (30) days after receipt of the written notice;

(ii) the cancellation of the Team or a change in league affiliation (but, for the avoidance of doubt, excluding changes between USL-operated professional leagues);

(iii) a petition in bankruptcy, receivership, liquidation, or insolvency is filed by or against the non-terminating Party and such petition is not dismissed within sixty (60) days after it has been filed;

(iv) the non-terminating Party makes a general assignment of substantially all of its assets for the benefit of creditors; or

(v) the non-terminating Party is dissolved.

(b) StadCo may, without prejudice to any of its other rights or remedies hereunder, terminate this Agreement and the rights and licenses hereunder by giving

written notice to TeamCo, if any of the following circumstances apply to TeamCo or any of its employees, agents, or individuals under its control (which does not include attendees of Licensed Events):

- (i) Misuse, abuse, theft, or destruction of StadCo or City property in any material respect (ordinary wear and tear resulting from the playing of professional soccer matches excepted).
- (ii) Behavior, that in the reasonable opinion of StadCo or the City of Mauldin, endangers persons or property on the Licensed Premises.

(c) The Parties acknowledge and agree that neither Party has the right or authority to revoke or terminate this Agreement or the rights granted to the other Party hereunder other than in strict accordance with the provisions herein.

16.2 City Notification and Consent. StadCo shall provide the City with written notice at least thirty (30) days prior to delivering any notice of termination of this Agreement to TeamCo pursuant to this Section 16. In the event that any proposed termination of this Agreement would impair or prevent the performance of the Operational Obligations (as defined in Amendment No. 2 to the Master Lease), StadCo shall not terminate this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that in connection with any such termination, StadCo shall demonstrate to the City's reasonable satisfaction that the Operational Obligations will continue to be performed, either directly by StadCo or through a replacement operator reasonably acceptable to the City.

SECTION 17 – EFFECT OF TERMINATION

17.1 Upon termination of this Agreement pursuant to Section 16, all future payment obligations of the Parties hereunder shall cease; provided, that each Party shall pay the other Party any amounts accrued or due but not yet paid to such other Party.

17.2 Upon termination of this Agreement by StadCo under Section 16.1(a)(i), TeamCo shall vacate the Licensed Premises promptly after the effective date of such termination. Upon termination by either Party for any reason permitted hereunder (including pursuant to other subsections of Section 16), TeamCo shall vacate the Licensed Premises as follows: (i) if the date of such termination occurs during the off-season, promptly after the date of such termination and (ii) if the date of such termination occurs during a USL League season, after the last Home Match of the USL League season in which the date of such termination occurred.

SECTION 18 - INSURANCE

18.1 Insurance. StadCo shall ensure that the Stadium is insured in compliance with Exhibit H – Insurance of the Master Lease and any applicable laws.

18.2 TeamCo Insurance. TeamCo shall ensure that all Licensed Events, activities, and commercial businesses located in the Stadium are insured in compliance with the insurance requirements set forth in Exhibit H of the Master Lease applicable to Licensed Events, including all applicable laws. TeamCo shall also be responsible for such insurance as may be necessary for the operation of the Team Store.

SECTION 19 – INDEMNIFICATION

19.1 TeamCo Indemnification Obligations. TeamCo shall indemnify, defend, reimburse, and hold harmless StadCo and its members, managers, officers, and agents from and against any and all losses, damages, liabilities, claims, or expenses (including reasonable attorneys’ fees and other reasonable defense costs) (collectively, “Losses”) incurred by StadCo which arise out of or result from TeamCo’s use or occupancy of the Stadium for Licensed Events, except to the extent caused by the gross negligence or willful misconduct of StadCo.

SECTION 20 - MISCELLANEOUS

20.1 Club Transfer; Successor Assumption. In the event TeamCo sells, transfers, or otherwise assigns its ownership interest in the Club (or any controlling interest therein) to another entity, TeamCo shall, as a condition of such sale, transfer, or assignment, cause the purchaser or transferee to (a) assume and agree in writing to perform all of TeamCo’s obligations under this Agreement for the remainder of the Term, (b) agree to continue to play Home Matches exclusively at the Stadium until the expiration of the Term, and (c) deliver to StadCo an executed assumption agreement in form and substance reasonably satisfactory to StadCo and the City. No such sale, transfer, or assignment shall be effective until the foregoing conditions have been satisfied and the City has received a copy of the executed assumption agreement. TeamCo shall not be released from its obligations under this Agreement upon any such sale, transfer, or assignment unless StadCo and the City consent in writing to such release.

20.2 Amendments; City Consent. No amendment, modification, supplement, or waiver of any provision of this Agreement shall be effective unless (a) set forth in a writing signed by both Parties, and (b) to the extent such amendment, modification, supplement, or waiver would reasonably be expected to materially affect the performance of the Operational Obligations (as defined in Amendment No. 2 to the Master Lease) in an adverse manner, approved in writing by the City. Any purported amendment, modification, supplement, or waiver that does not comply with this Section 20.2 shall be null and void.

20.3 USL Membership and Good Standing. Throughout the Term, TeamCo shall maintain the Club in good standing with membership in the USL. Loss of USL membership or good standing (other than a change between USL-operated professional leagues) that is not cured within ninety (90) days after written notice from StadCo or the City shall constitute an additional ground for termination of this Agreement by StadCo under Section 16.

20.4 Compliance with Operational Obligations. TeamCo covenants and agrees to comply with all Operational Obligations (as defined in Amendment No. 2 to the Master Lease) in the course of performing its obligations under this Agreement, including without limitation: (a) maintaining the Club in good standing with membership in the USL throughout the Term pursuant to Section 8.3 of the Master Lease; (b) operating the Club and scheduling Home Matches at the Stadium; (c) compliance with USL league rules and U.S. Soccer Federation requirements; (d) obligations relating to the sale, transfer, or assignment of ownership interests in the Club pursuant to Section 4.1(d) of the Master Lease. TeamCo's obligations under this Section 20.4 shall be in addition to, and not in limitation of, TeamCo's other obligations under this Agreement.

20.5 City's Suite Rights. TeamCo acknowledges and agrees that the City has certain rights under the Master Lease (as amended by Amendment No. 2) to request the use of a Vacant Suite and a corresponding number of tickets for Stadium Events for demonstration, recruitment, hospitality, or other official purposes (not to exceed three (3) times in any calendar year). TeamCo shall cooperate with StadCo and the City in making any Vacant Suite available for the City's use when requested by the City, and shall not schedule or permit any conflicting use that would impair the City's rights under Section 4.1(e) of the Master Lease (as amended).

20.6 Audit and Inspection Rights. StadCo and the City (in its capacity as a third-party beneficiary pursuant to Section 20.10) shall have the right, upon reasonable prior written notice and during normal business hours, to audit, inspect, and review TeamCo's books, records, and operations to the extent reasonably necessary to verify TeamCo's compliance with its obligations under this Agreement, including the Operational Obligations. TeamCo shall cooperate with any such audit or inspection and shall make its personnel and records reasonably available. The costs of any such audit or inspection shall be borne by the requesting party, unless such audit reveals a material breach by TeamCo, in which case TeamCo shall reimburse the requesting party for all reasonable costs of such audit or inspection.

20.7 Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality, or enforceability of the other provisions hereof will not be affected. Without limiting the generality of the foregoing, if an obligation of TeamCo set forth in this Agreement is held invalid, illegal, or unenforceable, the other obligations of TeamCo will not be affected.

20.8 Governing Law. This Agreement shall be construed, governed and administered in accordance with the laws of the State of South Carolina.

20.9 Entire Agreement. This Agreement is the final and entire expression of the agreement between the Parties with respect to its subject matter and supersedes any previous oral or written agreement or understanding between the Parties with respect to its subject matter. The Recitals set forth above and all appendices and exhibits attached hereto are incorporated herein by this reference.

20.10 No Third-Party Beneficiary. The City is an express third-party beneficiary of this Agreement solely with respect to the provisions of Section 16.2 and Sections 20.1 through Section 20.6 of this Agreement. Except as set forth in this Section, nothing in this Agreement, expressed or implied, is intended to confer on any person other than StadCo or TeamCo, and their respective successors and assigns, any right or remedy under or by reason of this Agreement.

20.11 Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of StadCo and TeamCo and their respective successors and assigns. However, neither Party shall assign its rights or obligations under this Agreement without the prior written consent of the other Party and the prior written consent of the City, and any such attempted assignment without such consents shall be null and void.

20.12 No Brokers. TeamCo and StadCo represent and warrant to each other that they have dealt with no broker, agent, or other intermediary in connection with this Agreement.

20.13 No Waiver. No failure to enforce any provision of this Agreement will constitute a waiver of such provision. No waiver of any breach of this Agreement may be construed as a waiver of any continuing or subsequent breach of the same or any other provisions of this Agreement. Any and all waivers must only be granted in a signed writing.

20.14 Interpretation. Time is of the essence with respect to each and every provision of this Agreement. This Agreement has been fully negotiated at arms' length by sophisticated parties with the advice of counsel. No Party shall be deemed the scrivener of this Agreement and, accordingly, the provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Party. As used in this Agreement, the words "person" or "entity" shall mean, where appropriate, an individual and/or an entity. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation. The plural shall be substituted for the singular and the singular for the plural, where appropriate. Words of gender shall include any other gender. The headings contained in this Agreement are inserted only as a matter of convenience and reference and do not affect, define, limit or describe the scope or intent of any provision of this Agreement.

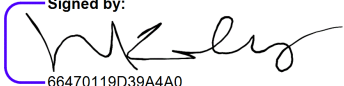
20.15 Counterparts; Execution. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and all signatures need not appear on any one counterpart. Each party agrees that this Agreement may be signed by electronic signature or by manual signature that is scanned or photographed and transmitted electronically, and all such signatures shall be binding on the party whose name is contained herein, shall have the same legal effect as original signatures, and may be used in lieu of original signatures for all purposes, including validity, enforceability, and admissibility.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have entered into this Stadium License and Use Agreement as of the date first written above.

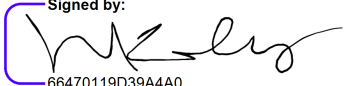
STADCO:

Hat Trick Properties, LLC

Signed by:
By: 
66470119D39A4A0...
Name: Wallace B. Cheves, Jr.
Title: Manager

TEAMCO:

Greenville Pro Soccer, LLC

Signed by:
By: 
66470119D39A4A0...
Name: Wallace B. Cheves, Jr.
Title: Chairman

Appendix A **Defined Terms**

“Association” means Bridgeway Station Owners Association, Inc., a South Carolina nonprofit corporation.

“CenterPlace” means CenterPlace, LLC, a South Carolina limited liability company.

“City” means the City of Mauldin, South Carolina, a municipal corporation of the State of South Carolina.

“Club” means the professional soccer club operated by TeamCo under the USL brand, including the Greenville Triumph and the Greenville Liberty.

“Concessionaire” has the meaning set forth in Section 9.1.

“Concessionaire Agreement” has the meaning set forth in Section 9.1.

“Effective Date” has the meaning set forth in the preamble to this Agreement.

“Home Matches” has the meaning set forth in Section 2.2.

“Initial Term” means the period commencing on the Effective Date and ending upon the expiration or earlier termination of the Master Lease.

“League” means, with respect to the Greenville Triumph, USL League One (Division 3) and any higher division of the USL, and with respect to the Greenville Liberty, the USL W League (and the higher division, the USL Super League, if the Liberty gain entry into such league).

“Licensed Events” has the meaning given to it in Section 2.2.

“Licensed Premises” has the meaning given to it in Section 2.3.

“Master Lease” has the meaning given to it in the Recitals to this Agreement.

“Operational Obligations” has the meaning given to such term in Amendment No. 2 to the Master Lease.

“Other Events” means all potential uses of a multi-use stadium for purposes other than Licensed Events, including, but not limited to, concerts, special events, sporting events (other than pro soccer), festivals, community events, private functions, exhibitions, and any other lawful activities.

“Pouring Rights” has the meaning set forth in Section 9.3.

“Renewal Term” means any additional term following the Initial Term as a result of renewal or extension of this Agreement pursuant to Section 3.2.

“Stadium” has the meaning set forth in the Recitals to this Agreement.

“Team(s)” means the Greenville Triumph men’s professional soccer team and the Greenville Liberty women’s pre-professional or professional soccer team.

“Team Store” has the meaning given to it in Section 10.1.

“Term” means the Initial Term and any Renewal Term(s) of this Agreement.

“Ticket Revenues” means all revenue from ticket sales, suite sales and rentals, and seat license fees for Licensed Events.

“USL” means the United Soccer League and its affiliated professional leagues.

“Vacant Suite” means a Stadium suite that hasn’t been sold, leased, rented, or otherwise reserved and remains available for use two Business Days prior to the day of the Stadium Event.



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “Agreement”) is entered into as of _____, 2026 (the “Effective Date”), by and between Centerplace, LLC, a South Carolina limited liability company (“Centerplace”) and City of Mauldin, South Carolina, a municipal corporation of the State of South Carolina. Centerplace and City are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Centerplace is the owner of certain real property located in Greenville County, South Carolina, more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the “Outparcel”).

B. Centerplace is the owner of certain real property located in Greenville County, South Carolina, more particularly described in **Exhibit B** attached hereto and incorporated herein by reference (the “Centerplace Air Rights Parcel”).

C. City is the owner of certain real property located in Greenville County, South Carolina, more particularly described in **Exhibit C** attached hereto and incorporated herein by reference (the “City Property”).

D. The portion of the City Property identified as the City Air Rights Parcel on **Exhibit C** attached hereto is hereafter referred to as the “City Air Rights Parcel”.

E. Centerplace also owns additional property located adjacent to the City Property and the Outparcel which additional property is a portion of the Greenville County Tax Map Parcel Number 0546010102202 (the “Additional Centerplace Property”).

F. The Additional Centerplace Property, the Outparcel, the Centerplace Air Rights Parcel and the City Property are adjacent or in close proximity to each other.

G. A stadium facility is being constructed upon the City Property (the “Stadium”).

H. A concourse area shall be constructed on the City Property as part of the Stadium (the “Concourse”).

I. The survey attached hereto as **Exhibit D** and incorporated herein by reference depicts various easement areas described in this Agreement (the “Survey”).

J. Centerplace donated the City Property to the City. The intent of the donation is to provide land to the City for its construction and operation of a quality mixed-use Stadium to attract visitors to the BridgeWay Station development in anticipation that visitors may also shop, eat, work, live or otherwise interact with the private development within BridgeWay Station in a safe and entertaining atmosphere and not used or operated for any purposes reasonably objectionable to Bridgeway Station Owners Association, Inc. or negatively impacting the BridgeWay Station development and with access and offsite parking managed without unreasonable interference with patrons in the BridgeWay Station development. Among other considerations and as part of the basis of the bargain to donate the City Property for the City's stadium, Centerplace shall have reasonable accommodation for development of its property adjacent to and nearby the stadium.

K. The City and Centerplace desire to grant certain easements to each other over and upon their respective properties for the purposes set forth herein, as more particularly set forth herein and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, and acknowledging that the foregoing Recitals are true and correct and are hereby incorporated into this Agreement by reference, the Parties agree as follows:

ARTICLE I — DEFINITIONS

1.1 “Access Easement Areas” means those two (2) areas located on the Additional Centerplace Property and next to the eastern boundary line of the City Property depicted on the Survey as “Easement for Ingress and Egress by Centerplace, LLC”.

1.2 “Centerplace Reserved Improvements” means the buildings, structures, or other improvements that Centerplace constructs upon, above or below the City Property, including the City Air Rights Parcel, in connection with Centerplace's development of improvements on the Centerplace Air Rights Parcel, the Outparcel or the Additional Centerplace Property, including without limitation vertical structures, mechanical systems, and any other improvements benefiting the Centerplace Air Rights Parcel, the Outparcel or the Additional Centerplace Property. It is anticipated that the Centerplace Reserved Improvements may include (but are not limited to) those improvements contemplated by the letter from Britt, Peters, & Associates dated August 11, 2025 attached hereto as Exhibit E, which improvements may be modified by Centerplace.

1.3 “Concourse Improvements” means all structures, fixtures, finishes, installations, equipment, and other improvements constructed, installed, or placed within the City Property directly above, below or adjacent to Centerplace Property or Air Rights.

1.4 “Easement for Use and Access Area” means that portion of the City Property adjacent to the Outparcel designated as the Easement for Use and Access on the Survey that is located beneath the stands to be constructed as part of the Stadium.

1.5 “Permitted Scoreboard Encroachment Area” means that portion of the Additional Centerplace Property located on the northern side of the Stadium depicted on the Survey as “Location of Aerial and Subterranean Encroachment” as the same may be modified or relocated from time to time pursuant to the terms of this Agreement.

1.6 “Intended Uses” has the meaning set forth in Section 3.2.

1.7 “Centerplace Structural Support Easement Area” means the portions of the City Property, including the City Air Rights Parcel and including those portions depicted on the Survey marked with a [●], where Centerplace has installed or may install columns, footings, caissons, foundations, beams, and other structural elements necessary to support the Centerplace Reserved Improvements.

1.8 “City Structural Support Easement Area” means the portions of the Outparcel, depicted on the Survey with a [●], within which sit columns, footings, caissons, foundations, beams, and other structural elements necessary to support the Concourse Improvements within the City Air Rights Parcel.

1.9 “Utility Easement Areas” means those three (3) areas on the Additional Centerplace Property and next to the southern and western boundary lines of the City Property depicted on the Survey as “Location of Observed Utility Improvements Servicing the Stadium Parcel Subject to Relocation at Centerplace, LLC’s Discretion” as the same may be modified or relocated from time to time pursuant to the terms of this Agreement.

ARTICLE II — GRANTS OF EASEMENTS

2.1 Centerplace Grants to City. Subject to the terms and conditions of this Agreement, Centerplace hereby grants and conveys to City the following non-exclusive easements:

(a) Access Easements. Two (2) non-exclusive perpetual easements for ingress and egress over, across, and through the Access Easement Areas for pedestrian access to and from the City Property. The City shall be responsible, at its sole cost and expense, for the construction and maintenance of all improvements within the Access Easement Areas necessary for such ingress and egress access.

(b) Utility Easement. A non-exclusive perpetual easement under the Utility Easement Areas for the installation, operation, maintenance, repair, replacement, and removal of underground utility improvements as shown on the Survey necessary to serve the City Property and the Stadium.

(c) Permitted Scoreboard Encroachment. A non-exclusive perpetual easement for aerial and subterranean purposes within the Permitted Scoreboard Encroachment Area as shown on the Survey for the installation, maintenance, repair, operation and replacement of a scoreboard.

(d) City Structural Support Easement. A non-exclusive perpetual easement over, through, within and bearing on the City Structural Support Easement Area (including load bearing walls, columns, beams, foundations and other structural components to the extent permitted by the structural design and building codes) for the installation, construction, maintenance, repair, replacement, and reconstruction of columns, footings, caissons, foundations, beams, and other structural elements necessary to support the Concourse Improvements. This easement shall include the right of the City to access such structural elements for inspection, maintenance, repair, and replacement. City shall maintain the City's structural elements in good repair and structurally sound condition so as to provide adequate support for the Concourse Improvements on the City Air Rights Parcel and Centerplace's future buildings.

2.2 City Grants to Centerplace. Subject to the terms and conditions of this Agreement, City hereby grants and conveys to Centerplace the following non-exclusive easements:

(a) Easement for Use and Access. An exclusive perpetual easement to use and access the Easement for Use and Access Area for all purposes beneficial to the Outparcel, including without limitation storage, utilities, and such other uses as Centerplace may determine in its sole discretion, provided such use complies with all applicable federal, state, and local laws, ordinances, regulations, codes, rules, and orders ("Applicable Laws"); provided, however, Centerplace shall not utilize the Easement for Use and Access in any manner that would (i) create the need for the City to modify any improvements on the City Property or within the Stadium; or (ii) involve the use of hazardous materials.

(b) Centerplace Structural Support Easement. A non-exclusive perpetual easement over, through, within and bearing on the Centerplace Structural Support Easement Area (including load bearing walls, columns, beams, foundations and other structural components to the extent permitted by the structural design and building codes) for the installation, construction, maintenance, repair, replacement, and reconstruction of columns, footings, caissons, foundations, beams, and other structural elements necessary to support the Centerplace Reserved Improvements including elevated structure of future buildings in the air space above the City Property. This easement shall include the right of Centerplace to access such structural elements for inspection, maintenance, repair, and replacement. The City shall maintain the areas surrounding Centerplace's structural elements in good repair and structurally sound condition so as to provide adequate support for the Centerplace Reserved Improvements.

(c) Utilities and Equipment Easement. Non-exclusive perpetual easements over, on, across, above, through, and beneath the City Property for the installation, operation, maintenance, repair, replacement, and removal of utilities and associated equipment (including, without limitation, water, gas, electric, telephone, cable, fiber optic, computer or other communication or telecommunication, and sanitary sewer and storm drainage lines, roof drains, trash chutes, HVAC systems, and other facilities) necessary to serve the Centerplace Reserved Improvements, and for access as needed to maintain, repair, and replace such utilities and equipment and for access as for the development and use of the Outparcel, the Centerplace Air Rights Parcel and the Centerplace Reserved Improvements.

2.3 Non-Exclusive Nature; Appurtenant Rights. The easements granted herein are non-exclusive except as otherwise expressly stated. Each Party retains the right to use its property for any purpose consistent with this Agreement and to grant other easements, licenses, or rights therein, provided such grants do not materially impair the other Party's rights under this Agreement. All easements granted herein shall be appurtenant to and run with the land and benefit the applicable benefited property and shall inure to the benefit of the grantee (as the case may be) and its permitted successors, assigns, and successors in title.

2.4 Centerplace's Relocation Rights. Notwithstanding anything to the contrary in this Agreement, Centerplace reserves the right, in its sole and absolute discretion, to relocate any of the easement areas granted herein by Centerplace to the City including: (a) the Access Easement Areas, (b) the Utility Easement Areas, and (c) the Permitted Scoreboard Encroachment Area. If Centerplace elects to relocate any such easement area, Centerplace shall: (i) provide City with at least ninety (90) days' prior written notice of the proposed relocation, and (ii) such substitute easement area will be adequate to satisfy the building code requirements in effect as of the Effective Date for the Stadium. If such relocation rights are exercised during the first 15 years of the term of this Agreement, Centerplace shall bear the reasonable costs of relocating any improvements previously constructed by or on behalf of the City within the relocated easement area. If such relocation rights are exercised after the first 15 years of the term of this Agreement, the City shall bear the reasonable costs of relocating any improvements previously constructed by or on behalf of the City within the relocated easement area. Upon completion of such relocation, the easement over the original location shall terminate and the easement over the substitute location shall become effective to be evidenced by a written agreement to be executed by the parties and recorded in the records of the Greenville County Register of Deeds.

2.5 Encroachment Variance. If Centerplace or any of its licensees, tenants, or contractors constructs any improvement that encroaches upon or extends into the City Property, Centerplace, upon becoming aware, shall provide the City with notice of the same. Such encroachment shall be deemed a permitted variance and shall not constitute a breach of this Agreement or require removal, provided that the encroachment does not (i) materially diminish the City's use of the City Property, Stadium, or easement area for its intended purpose, (ii) create the need for the City to modify any improvements on the City Property or within the Stadium, or (iii) materially impair or inhibit life safety and evacuation plans, access to and from the Stadium, or other rights granted to the City under this Agreement as of the Effective Date. This variance shall continue for so long as the encroaching improvement remains in place and shall be binding upon the Parties and their successors and assigns. Without limiting the foregoing, Centerplace or any of its licensees, tenants, or contractors shall not construct any improvement that encroaches upon or extends into the City Property in a manner that would materially inhibit or interfere with (i) the ability of any cameras within the City Property to wholly capture the Stadium, or (ii) the sight line of such cameras to all parts of the Stadium.

2.6 Construction and Maintenance Responsibilities.

(a) City's Responsibilities. City shall be solely responsible, at its sole cost and expense, for: (i) the design, permitting, construction, and completion of all improvements within the Access Easement Areas necessary for ingress and egress to the City Property; and (ii) the ongoing maintenance,

repair, cleaning, and replacement of all improvements within the Access Easement Areas in good order, condition, and repair. City's construction and maintenance activities shall be performed in a good and workmanlike manner, in accordance with Applicable Laws, and in a manner that reasonably minimizes interference with Centerplace's operations. If the City defaults under its obligations under this Section 2.6(a), Centerplace shall have the right, but not the obligation, to perform such obligations, and the City shall reimburse Centerplace for all reasonable costs incurred by Centerplace within thirty (30) days of demand.

(b) Centerplace Disclaimer. Notwithstanding anything to the contrary in this Agreement, Centerplace shall have no obligation to construct, maintain, or repair any improvements within any easement area granted by Centerplace to City under this Agreement, except to the extent Centerplace, its agents, employees and contractors damage such improvements through its own negligence or willful misconduct.

(c) City's Maintenance of Centerplace Structural Support Easement Area. City shall maintain the City Property and the Centerplace Structural Support Easement Area, including the areas surrounding any structural elements installed by Centerplace, in clean, good repair and structurally sound condition, so as to provide adequate and continuous support for any improvements constructed or to be constructed by Centerplace on the Outparcel and/or the Centerplace Air Rights Parcel and/or Additional Centerplace Property in compliance with the structural design specifications in effect as of the Effective Date. If the City fails or refuses to maintain such areas as required herein, Centerplace shall have the right, but not the obligation, to perform such maintenance, repair, or reconstruction as may be necessary to maintain support for Centerplace's improvements, and the City shall reimburse Centerplace for all reasonable costs incurred by Centerplace within thirty (30) days of demand.

(d) City's Maintenance of City Structural Support Area. City shall maintain the City Structural Support Easement Area, including the areas surrounding any structural elements installed by City, in clean, good repair, and structurally sound condition so as to provide adequate and continuous support for the Concourse Improvements within the City Air Rights Parcel as of the Effective Date. If City fails or refuses to maintain such areas as required herein, Centerplace shall have the right, but not the obligation, to perform such maintenance, repair, or reconstruction as may be necessary to maintain support for the Concourse Improvements, and City shall reimburse Centerplace for all reasonable costs incurred by Centerplace within thirty (30) days of demand.

(e) Structural Support Inspection; Reports. The City shall, at its sole cost and expense, cause all structural supports, structural components, and related improvements located within, upon, or supporting the Centerplace Structural Support Easement Area and the City Structural Support Easement Area (collectively, the "Structural Improvements") to be inspected periodically by an independent, qualified professional engineer or other appropriately licensed and qualified structural inspection professional with experience in the inspection of structures of a similar type and nature (the "Inspector"). Such inspections shall be conducted not less frequently than annually, and at such additional times as may be reasonably necessary following any event or circumstance that could reasonably be expected to affect the structural integrity or safety of the Structural Improvements, including any accident, impact, fire, flood, material deterioration, or other damage.

Centerplace shall also have the right to have its own qualified engineer or other professional observe any inspection conducted pursuant to this section.

The City shall provide Centerplace with written notice of each scheduled inspection not less than fifteen (15) days prior to the inspection and shall provide Centerplace with a complete copy of each inspection report, including all photographs, supporting documentation, engineering analysis, and recommendations prepared by the Inspector, within five (5) days after the City's receipt thereof. If any inspection report identifies a material structural deficiency, unsafe condition, or condition requiring repair, maintenance, monitoring, or other corrective action, the City shall promptly provide written notice to Centerplace describing such condition and the recommended corrective action and shall promptly undertake, at its sole cost and expense, all repairs, maintenance, remediation, or other corrective measures reasonably necessary to address such condition except any such condition caused by the negligence or gross negligence of Centerplace, or its agents.

The City shall retain copies of all inspection reports and related records and shall make such records available to Centerplace upon reasonable request. Nothing contained herein shall relieve the City of its obligations to maintain the Structural Improvements in a safe and structurally sound condition or of any other maintenance, repair, or other obligation imposed upon the City under this Agreement.

Centerplace and its agents, employees, consultants, contractors, and representatives shall have the right, upon reasonable prior notice (except in an emergency), to enter upon portions of the City Property reasonably necessary to inspect the Structural Improvements and to verify the City's compliance with this Section. If Centerplace reasonably determines that an inspection is warranted, including based upon information contained in an inspection report or any observed condition, Centerplace may, at its own expense, obtain an independent inspection by a qualified professional. If such inspection identifies a material structural deficiency or condition that the City was required to identify, repair, or address under this Agreement, the City shall reimburse Centerplace for the reasonable cost of such inspection.

2.7 Support of Structures Easement. In furtherance of the Centerplace Structural Support Easement granted under Section 2.2, the City hereby grants to Centerplace non-exclusive perpetual easements over, on, across, above, bearing on and through the City Property, including all structural members, footings, caissons, foundations, columns, beams, and other supporting components located within or constituting a part of the Stadium or other improvements on the City Property, for the horizontal, vertical and lateral support of any improvements constructed by Centerplace on the Outparcel and/or Centerplace Air Rights Parcel. Centerplace shall have the right to remove all or any portion of any improvement constructed on the Outparcel and/or Centerplace Air Rights Parcel and to construct new improvements on the Outparcel and/or Centerplace Air Rights Parcel, subject to applicable ordinances, regulations, and building codes then in effect. In addition, Centerplace (or its designee/assignee) shall have a right of subjacent and lateral support on the adjoining City Property to whatever extent is necessary for the safe

construction, operation, maintenance and repair of the Centerplace Reserved Improvements, as reasonably determined by the Parties. The City shall not take any action which would impair or in any way modify the lateral or subjacent support of the Additional Centerplace Property or Outparcel without obtaining specific written permission from Centerplace. Upon reasonable request by the City, Centerplace shall provide copies of due diligence materials (inspections, geotechnical explorations, etc.) in its possession or control pertaining to the Centerplace Structural Support Easement Area. Any materials provided by Centerplace pursuant to this section 2.7 are for informational purposes only, and are provided by Centerplace without representation or warranty (express or implied or arising by operation of law) as to the completeness or accuracy of the data or other information contained therein or the method used to compile such information or the qualifications of the persons preparing such information.

2.8 Development Easements. The City hereby grants to Centerplace for the benefit of the Outparcel, the Centerplace Air Rights Parcel and the Additional Centerplace Property non-exclusive perpetual easements for use and access, ingress, and egress (i) by persons, materials, vehicles, and equipment over, on, across, above, and through the City Property and the Stadium, and (ii) by persons over, on, across, above, and through any common areas, plazas, walkways, stairs, and other access features on the City Property, in each case for ordinary and emergency access to the Outparcel, the Centerplace Air Rights Parcel, and Additional Centerplace Property and any improvements constructed thereon, both during and after construction, for carrying out construction and subsequent operation, use, maintenance, repair, replacement, or reconstruction of any improvements, and for the purpose of exercising the rights granted under this Article II. Without limiting the generality of the foregoing, these easements shall include the right of Centerplace to construct, install, operate, use, maintain, repair, and replace elevators, stairs, and other vertical circulation elements in and through the City Property as reasonably necessary (i) to access improvements constructed on the Outparcel, the Centerplace Air Rights Parcel, and/or the Additional Centerplace Property, (ii) for the maintenance, repair, construction, or replacement of components on the Outparcel, the Centerplace Air Rights Parcel and the Additional Centerplace Property, and (iii) in a manner that reasonably minimizes disruption of the Stadium operations and does not delay, or increase cost of, construction for Centerplace.

2.9 Cooperation. The City acknowledges that the Outparcel, Centerplace Air Rights Parcel and Additional Centerplace Property will be developed and constructed as a high-density development with zero lot lines/setbacks and air rights such that properties adjacent to the City Property may be constructed quite close, or connected, to the Stadium. The City shall reasonably cooperate and work together with Centerplace and with any future owners of parcels adjacent to the City Property during such times as construction activities are being performed on their respective sites and shall cooperate and work together on connectivity issues and reasonably minimize interference with Stadium operations, provided that such construction activities will not prevent the operation of the Stadium during Stadium Events. Notwithstanding the foregoing, in the event that construction activities by Centerplace on properties adjacent to the City Property require (i) temporary closure of part or all of the Stadium from time to time for period(s) not to exceed five (5) consecutive days during which Stadium Events cannot be held or are limited, (ii) temporary erection of scaffolding and/or overhead protection over the Concourse and seating areas of the Stadium that may obstruct the view of Stadium Events, (iii) temporary relocation of Stadium entrances, (iv) temporary encroachment of airspace by a tower crane above the Stadium, and (v)

any other reasonable accommodation or restriction to facilitate construction, repair, maintenance, inspection, or demolition activities on the Outparcel and/or Centerplace Air Rights Parcel and/or the Additional Centerplace Property, then such temporary closure(s) and activities shall be permitted and shall not be considered as preventing the Stadium from being able to operate during Stadium Events. Except in cases of emergency or matters of public safety, temporary closure(s) may only occur during periods when Stadium Events for which Centerplace has been given at least sixty (60) days prior written notice by the City have not been scheduled, and upon such temporary closure, no Stadium Event may be scheduled for three (3) days thereafter without the consent of Centerplace so that construction activities may continue uninterrupted. While construction activities are ongoing on Centerplace's adjacent property, the City shall not permit any Stadium Event with a duration of more than three (3) days to be scheduled. In case of an emergency, Centerplace shall provide the City with as much notice as is reasonably practical in the circumstances and shall use commercially reasonable efforts to minimize the duration and impact of any such closure. If such temporary closure(s) or activities are required, the Parties shall cooperate and work together to minimize interference not only with Stadium operations but also Centerplace's construction schedule. The Parties acknowledge that such temporary closures and accommodation will be necessary from time to time due to the Stadium being built in an area with zero setback lot lines and future buildings likely being built to cantilever over the Concourse and parts of the Stadium seating where air rights exist for Centerplace, and will affect Stadium operations as the need for accommodations will be required during construction. During such times as construction activities are conducted on the Outparcel, Centerplace Air Rights Parcel and/or the Additional Centerplace Property, the City hereby grants Centerplace a thirty foot (30') wide temporary construction easement (the "Temporary Construction Easement") along the common boundary and over the Concourse or approximately three (3) rows of Stadium seating, whichever is greater (the "Temporary Construction Easement Area") for the purpose of initial and future construction activities including, (i) grading, excavation and backfill related to the installation of footings and foundations, (ii) vehicular and pedestrian ingress and egress for construction equipment and workmen, (iii) erection of scaffolding, steel, masonry and building materials, and (iv) general construction activities. Centerplace shall utilize, operate, improve, repair, replace, and maintain the Temporary Construction Easement Area in sound structural and operating condition at all times and all at its sole cost and expense. All work in connection with any maintenance, repairs, or improvements shall be performed in a good and workmanlike manner and shall be prosecuted expeditiously, continuously, and diligently to completion, and shall be performed in accordance with Applicable Laws. Each such Temporary Construction Easement shall terminate upon the completion of the roof, building façade and balconies facing the Stadium. Centerplace shall use commercially reasonable efforts to complete the construction on a timely basis. Upon the termination of each such Temporary Construction Easement, Centerplace shall return the Temporary Construction Easement Area in substantially the same condition as the Temporary Construction Easement Area existed as of the date immediately prior to the commencement of construction activities. The Parties hereto shall act in a good faith commercially reasonable manner with respect to all matters directly or indirectly related to the Temporary Construction Easement.

2.10 Mutual Crane Easement. During any period of construction on the City Property, the Outparcel, the Additional Centerplace Property, or the Centerplace Air Rights Parcel, each Party hereby grants to the other Party a temporary, non-exclusive easement to swing construction cranes and other lifting equipment over, across, and above the granting Party's property as reasonably

necessary for the construction of improvements on the benefited Party's property (the "Crane Easement"). The Crane Easement shall be subject to the following conditions:

- (a) The Party exercising the Crane Easement (the "Exercising Party") shall provide the other Party (the "Burdened Party") with at least fifteen (15) days' prior written notice of the anticipated commencement and duration of crane operations;
- (b) The Exercising Party shall coordinate crane operations with the Burdened Party to reasonably minimize interference with the Burdened Party's use, occupancy, and operations on its property;
- (c) The Exercising Party shall maintain commercially reasonable insurance covering crane operations, including commercial general liability insurance with limits of not less than \$5,000,000 per occurrence, and shall name the Burdened Party as an additional insured thereon;
- (d) The Exercising Party shall not permit any crane or equipment to deposit, drop, or leave any materials, debris, or equipment on the Burdened Party's property without the prior written consent of the Burdened Party; and
- (e) The Crane Easement shall automatically terminate upon completion of the applicable construction project, but shall be available for future construction projects upon satisfaction of the foregoing conditions.

2.11 Development of Centerplace Air Rights Parcel and Outparcel. Centerplace shall have the right to construct, install, maintain, repair, replace, and reconstruct improvements of any kind on the Outparcel and Centerplace Air Rights Parcel, including without limitation buildings, structures, mechanical systems, and any other improvements and without any height limitation. Centerplace shall have the exclusive right to use, occupy, develop, and exploit the Outparcel and Centerplace Air Rights Parcel; provided, however Centerplace shall have no right to construct, install, maintain, repair, replace, or reconstruct improvements under this Section 2.11 to the extent the same would create the need for the City to modify any improvements on the City Property or within the Stadium.

ARTICLE III —INTENDED USES; ALTERATIONS; COMPLIANCE WITH LAWS.

3.1 General. City's use of the Concourse and the City Air Rights Parcel, including use by its tenants and licensees, shall be limited to the Intended Uses described in Section 3.2 and shall at all times be subject to the terms, conditions, and restrictions of this Agreement, the Stadium Lease (as hereafter defined) and that certain Declaration of Restrictive Covenants, Easements and Assessments for Centerpointe dated November 13, 1997 and recorded November 14, 1997 in the Office of the Register of Deeds for Greenville County, South Carolina in Deed Book 1727, Page 246, as amended by Assignment of Rights Under Declaration of Restrictive Covenants, Easements and Assessments for Centerpointe dated December 12, 2001 and recorded December 13, 2001 in the Office of the Register of Deeds for Greenville County, South Carolina in Deed Book 1977, Page 308 as amended by First Amendment to Declaration of Restrictive Covenants, Easements

and Assessments for Centerpointe (now known as Bridgeway Station) dated October 6, 2022 and recorded December 14, 2023 in the Office of the Register of Deeds for Greenville County, South Carolina in Deed Book 2706, Page 246, as same may be hereafter amended (the “Declaration of Covenants”).

3.2 Intended Uses. City shall utilize the Concourse only during Stadium Events and Community Events (as such term is defined in the Stadium Lease (as hereafter defined) for the following purposes (collectively, the “Intended Uses”) and for no other purpose:

- (a) pedestrian traffic and circulation;
- (b) the operation of cafes and food and beverage service areas, including associated seating areas, accessible from within (not exterior of) the stadium only;
- (c) the installation and operation of retail kiosks;
- (d) the installation and maintenance of wayfinding signage and directional displays;
- (e) the installation, operation, and maintenance of communication equipment, including without limitation audio, visual, wireless, and broadcast systems, provided, however there shall be no visible wires or boxes servicing such equipment;
- (f) the installation and operation of food stations and concession facilities; and
- (g) such ancillary activities as are reasonably necessary or incidental to any of the foregoing, subject to Centerplace’s prior written approval, which shall not be unreasonably withheld, conditioned, or delayed.

The City will maintain all improvements thereon in first class condition and repair. City and its tenants and licensees shall not commit or permit any waste, nuisance, or unreasonably dangerous activity within the Concourse or other parts of the Stadium and City Property.

The foregoing shall not be deemed to waive or limit any other permitted uses, restrictions, requirements or covenants or rights applicable to the Concourse set forth in (i) the Stadium Lease (as hereafter defined) and (ii) the Declaration of Covenants. City shall operate, or cause to be operated by its tenants and licensees, the Stadium in a manner consistent with the Stadium Lease.

3.3 Compliance with Law. The City shall ensure that its tenants and licensees, shall, at their sole cost and expense, comply with all Applicable Laws governing City’s use of the City Property, including the City Air Rights Parcel, and the operation of the Concourse Improvements, including without limitation all regulations of the South Carolina Department of Revenue applicable to the sale and consumption of alcoholic beverages and all applicable building and fire codes.

3.4 Alterations. The City shall not make or permit any structural or material alteration, modification, or addition to the Stadium, including the Concourse Improvements, without the prior written consent of Centerplace, which consent shall not be unreasonably withheld, conditioned, or

delayed, provided that any structural modification shall require Centerplace's approval in Centerplace's sole and absolute discretion. The foregoing is not intended to waive, amend or modify any requirements set forth in the Declaration of Covenants.

ARTICLE IV — LIMITATION ON LIABILITY

4.1 Centerplace's Limitation of Liability. To the maximum extent permitted by applicable law, Centerplace shall not be liable to City, or its officers, employees, agents, directors, contractors, subcontractors, licensees, invitees or any other party claiming through or under City for:

(a) any injury to persons or damage to property within the City Property, the Stadium, including the Concourse, except to the extent directly and solely caused by the, negligence (subject to the limitation in subparagraph (d) below), gross negligence or willful misconduct of Centerplace, or its officers, employees, and agents, and the City shall provide Centerplace with prompt written notice of any matter related to the City Property and the Stadium if the City has knowledge or ought to have knowledge of Centerplace acting negligently, gross negligently or acting with willful misconduct;

(b) any loss or damage to the Concourse Improvements except to the extent directly and solely caused by the negligence (subject to the limitation in subparagraph (d) below), gross negligence or willful misconduct of Centerplace, or its officers, employees, and agents; or

(c) any consequential, indirect, special, or punitive damages of any kind arising from or related to this Agreement, regardless of whether Centerplace has been advised of the possibility of such damages.

(d) for any negligence claims asserted against Centerplace, or its officers and employees, said claims shall be subject to the same amount of limits provided in the City's insurance in effect at the time such claim arises. Said limitation shall not apply or limit the amount of claims for negligence asserted against any third-party contractor, subcontractor, or vendor of Centerplace.

4.2. City's Limitation of Liability.

The City is a governmental entity and political subdivision of the State of South Carolina and enjoys sovereign immunity, as well as the imposition of duties and protections afforded by the South Carolina Tort Claims Act. However, subject to the application of the aforementioned law and to the limits of its insurance, the City agrees that Centerplace, and its officers, directors and employees shall not be liable from and against injuries to persons or damage property within the City Property related to the negligence, gross negligence or willful misconduct by the City, and the City's officers, employees, and agents.

ARTICLE V — INSURANCE

5.1 City's Insurance Requirements. The City shall at all times maintain at its expense commercially reasonable tort liability, property and workers' compensation insurance coverage sufficient to meet its operational risks and legal obligations. The City shall ensure that any lessee of the City Property and/or Stadium complies with the insurance requirements in Exhibit H of the Stadium Lease (defined below).

5.2 Policy Requirement. All insurance policies maintained by City pursuant to this Article V shall provide that such policies may not be cancelled, materially amended, or allowed to lapse without at least thirty (30) days' prior written notice to Centerplace (ten (10) days for non-payment of premium).

5.3 Evidence of Insurance. Upon Centerplace's written request, the City shall deliver to Centerplace certificates of insurance and, if requested, copies of applicable endorsements evidencing the coverages required under this Article V.

5.4 Mutual Waiver of Consequential Damages. Neither Party shall be liable to the other for consequential, indirect, special, or punitive damages arising from or related to this Agreement, including without limitation lost profits or lost business opportunities. Nothing herein waives the City's immunities under the SC Tort Claims Act.

5.5 No Liability for Centerplace Reserved Improvements. Except for claims arising from gross negligence or willful misconduct, City acknowledges and agrees that Centerplace shall have no liability to City arising from the construction, installation, maintenance, or existence of Centerplace Reserved Improvements, including any Structural Column Areas, within the City Property, provided that Centerplace exercises reasonable care in connection with such activities and provides the City with reasonable advance notice of construction activities that may affect the City's operations. Nothing herein waives the City's immunities under the SC Tort Claims Act.

ARTICLE VI — GENERAL PROVISIONS

6.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflict of laws principles. Any dispute arising under or related to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Greenville County, South Carolina, and each Party hereby irrevocably submits to the personal jurisdiction of such courts.

6.2 Recording. This Agreement shall be recorded in the office of the Register of Deeds of Greenville County, South Carolina.

6.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, representations, warranties, agreements, and understandings

between the Parties relating to the subject matter hereof. This Agreement does not amend, supersede or replace that certain Lease and Stadium Project Agreement dated October 24, 2024 by and among the City, Greenville Pro Soccer, LLC, Centerplace, and Bridgeway Station Owners Association, Inc., as amended by Amendment No. 1 to Lease and Stadium Project Agreement dated March 6, 2025 (as so amended and as hereafter amended, the “Stadium Lease”). This Agreement is also subject to all respects the Declaration of Covenants.

6.4 Amendment. This Agreement may not be amended, modified, or supplemented except by a written instrument duly executed by both Parties.

6.5 Waiver. No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof. No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

6.6 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable under applicable law, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired.

6.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and permitted assigns. City shall not assign this Agreement or any rights hereunder without the prior written consent of Centerplace, which consent may be withheld in Centerplace’s sole and absolute discretion. Any purported assignment in violation of this Section shall be null and void.

6.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

6.9 Further Assurances. Each Party shall, from time to time and without further consideration, execute and deliver such additional and commercially reasonable documents, instruments, and agreements, and shall take such further commercially reasonable actions, as may be reasonably necessary or appropriate to carry out the purposes and intent of this Agreement.

6.10 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective permitted successors and assigns, and nothing in this Agreement shall create or be deemed to create any rights in any third party.

6.11 Construction. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing this Agreement to be drafted. The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

6.12 Acknowledgment Regarding No Public Easements. The Parties acknowledge that no public easements inherent or implied exist along or within Bridgeway Boulevard. All roadways within BridgeWay Station are privately owned by Centerplace or its affiliate and that Section 2.3 of the Declaration of Covenants governs the addition, extension and relocation of roads. The Parties further acknowledge and agree that the public does not have any rights over any private

roads owned by Centerplace, notwithstanding the recording of the Survey or the entering into this Agreement by and between the City and Centerplace. Nothing in this Agreement or the recording of the Survey shall be construed to dedicate, grant, or convey any public easement or right-of-way over Bridgeway Boulevard or any other private roads owned by Centerplace.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as of the Effective Date.

CENTERPLACE:

First Witness

Centerplace, LLC, a South Carolina limited liability company

Second Witness

By: _____
Name: _____
Title: _____

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Before me, the undersigned Notary Public, personally appeared _____, known to me to be the _____ of Centerplace, LLC, and acknowledged the due execution of the foregoing instrument on behalf of said entity.

Witness my hand and official seal this _____ day of _____, 20____.

Notary Public
Print Name: _____
My Commission Expires: _____

[Signature of City on Next Page]

First Witness

CITY:

City of Mauldin, a municipal corporation
of the State of South Carolina

Second Witness

By: _____
Name: _____
Title: _____

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Before me, the undersigned Notary Public, personally appeared _____,
known to me to be the _____ of City of Mauldin, a municipal corporation of the State
of South Carolina, and acknowledged the due execution of the foregoing instrument on behalf of
said entity.

Witness my hand and official seal this _____ day of _____, 20____.

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBITS

Exhibit A — Legal Description of Outparcel

Exhibit B — Legal Description of the Centerplace Air Rights Parcel

Exhibit C — Legal Description of City Property

Exhibit D — Survey

Exhibit E – Structural Design Criteria – Future Buildings

EXHIBIT A

Legal Description of Outparcel

ALL that certain piece, parcel or lot of land adjacent to Bridgeway Boulevard in the City of Mauldin, Greenville County, South Carolina, containing 0.385 acres (16,776 sq. ft.) and identified as Outparcel on a plat of survey dated April 20, 2026 prepared for Hughes Investments, Inc. and prepared by Site Design Incorporated recorded in the Office of the Register of Deeds for Greenville County, South Carolina in Plat Book _____ at Page ____ (the "Survey"), and having, according to the Survey, such metes and bounds as appear thereon and incorporated herein by reference.

LESS AND EXCEPT THE FOLLOWING CITY AIR RIGHTS PARCEL:

ALL that certain piece, parcel or lot of land near Bridgeway Boulevard in the City of Mauldin, Greenville County, South Carolina, being a portion of the Concourse Level within the parcel identified as the Outparcel on the Survey (as hereinafter defined), comprised of all the property and air space that is vertically above the surface of the earth, which starts at a horizontal plane at an approximate elevation of 24 feet 2 inches above the finished floor elevation of the building constructed on the Outparcel and extends vertically upward to a horizontal plane at an approximate elevation of 44 feet 2 inches above the finished floor elevation of the building constructed on the Outparcel (approximately 2,583 square feet) as shown and identified on the Survey, and having, according to the Survey, such metes and bounds of such air rights parcel as appear thereon and incorporated herein by reference.

EXHIBIT B

Legal Description of the Centerplace Air Rights Parcel

ALL that certain piece, parcel or lot of land in the City of Mauldin, Greenville County, South Carolina, being above the Concourse Level and the East Concessions Building located on the eastern side of the Stadium and shown on the Survey as the “Air Rights above Concourse Level and East Concessions Building (20’above Floor)”, comprised of all the property and air space that is 20 feet vertically above the constructed Concourse elevation and extends vertically upward without a vertical restriction, with horizontal limits of such air parcel as shown and identified on the Survey, and having, according to said Survey, such metes and bounds as appear thereon and incorporated herein by reference.

EXHIBIT C

Legal Description of City Property

City Air Rights Parcel:

ALL that certain piece, parcel or lot of land near Bridgeway Boulevard in the City of Mauldin, Greenville County, South Carolina, being a portion of the Concourse Level within the parcel identified as the Outparcel on the Survey (as hereinafter defined), comprised of all the property and air space that is vertically above the surface of the earth, which starts at a horizontal plane at an approximate elevation of 24 feet 2 inches above the finished floor elevation of the building constructed on the Outparcel and extends vertically upward to a horizontal plane at an approximate elevation of 44 feet 2 inches above the finished floor elevation of the building constructed on the Outparcel (approximately 2,583 square feet) as shown and identified on a plat of survey dated April 20, 2026 prepared for Hughes Investments, Inc. and prepared by Site Design Incorporated recorded in the Office of the Register of Deeds for Greenville County, South Carolina in Plat Book _____ at Page ____, and having, according to said plat, such metes and bounds of such air rights parcel as appear thereon and incorporated herein by reference (the "Survey").

and

City Fee Simple Parcel:

ALL that certain piece, parcel or lot of land near Bridgeway Boulevard in the City of Mauldin, Greenville County, South Carolina, containing 3.284 acres (143,037 sq. ft.) and identified as the Stadium on the Survey and having, according to the Survey, such metes and bounds of the Stadium as appear thereon and incorporated herein by reference.

LESS AND EXCEPT from such City Fee Simple Parcel:

ALL that certain piece, parcel or lot of land in the City of Mauldin, Greenville County, South Carolina, being above the Concourse Level and the East Concessions Building located on the eastern side of the Stadium and shown on the Survey as the "Air Rights above Concourse Level and East Concessions Building (20' above Floor)", comprised of all the property and air space that is 20 feet vertically above the constructed Concourse elevation and extends vertically upward without a vertical restriction, with horizontal limits of such air parcel as shown and identified on the Survey, and having, according to said Survey, such metes and bounds as appear thereon and incorporated herein by reference.

Survey

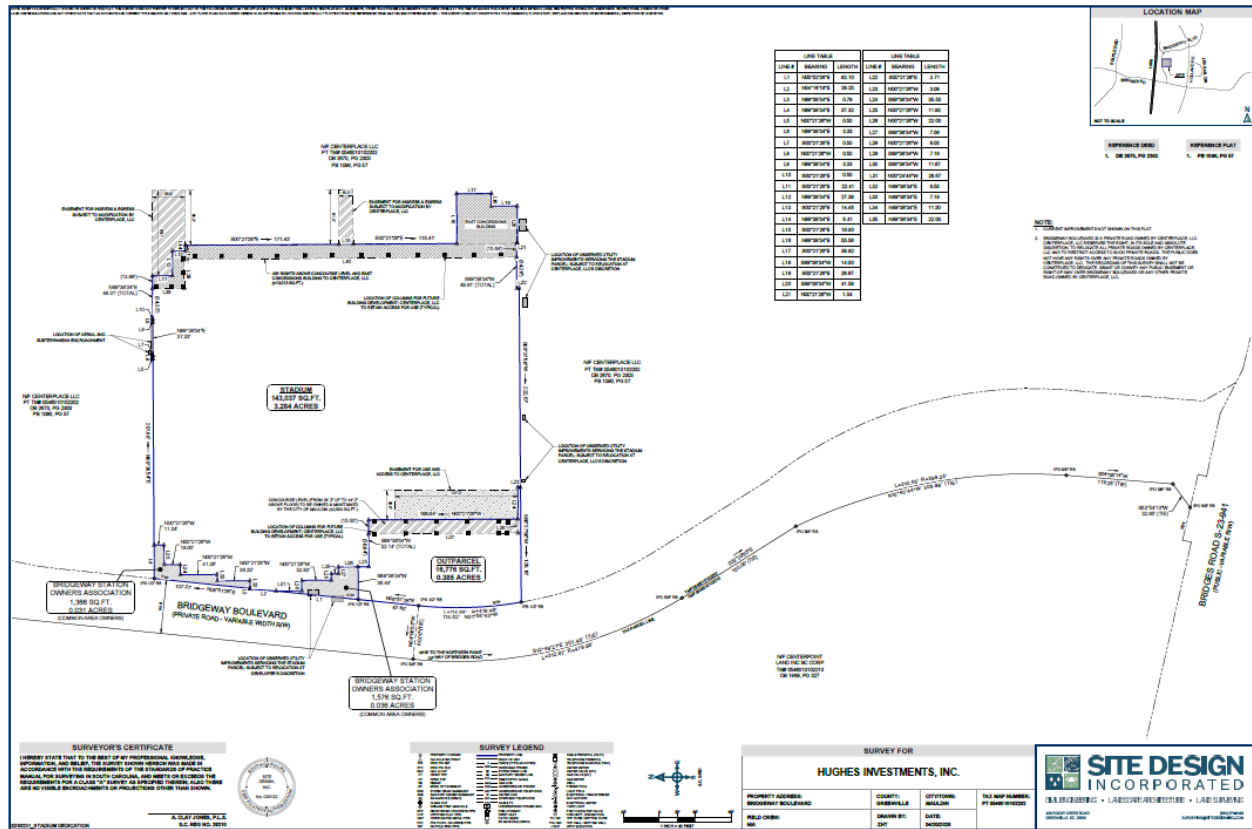


EXHIBIT E

Structural Design Criteria – Future Buildings



August 11, 2026

Theresa Rowe
Hughes Investments, Inc.
101 Falls Park Drive, Suite 700
Greenville, SC 29601

RE: **Bridgeway Station Stadium**
BPA Project #: 250238

To whom it may concern:

At the request of the developer, Britt, Peters & Associates has designed structural elements at Bridgeway Station to accommodate future buildings and their associated loads. The stadium is in "Block H" at the Bridgeway Station development. Three additional buildings were accounted for in the foundation design of the stadium: (1) Future Southwest Building, (2) Future Southeast Building, and (3) Future Northeast Building.

The Future Southwest Building was designed based on the following assumptions:

- The new building would be constructed using concrete masonry unit loading bearing walls and prestressed precast concrete floor framing.
- The new building is assumed to have six levels of elevated construction with Level 3 aligned with the back of the concourse.
- No lateral loads are transmitted into the precast columns supporting the concourse, and the new structure will have a sufficient lateral force resistance system to resist loads imparted on the building.
- The new building is assumed to be office occupancy at Levels 1 and 2, multifamily residential at Levels 3 through 6, and the roof was assumed to be an occupiable assembly space.

The Future Southeast Building was designed based on the following assumptions:

- A new building is assumed to be 7 stories and integral with the current East Building walls.
- The structure is assumed to be concrete masonry unit load-bearing walls with prestressed precast concrete floor framing.
- The elevated roof at the existing East Building has been designed for roof loading only.
- The new East building was assumed to have retail occupancy at ground level and multifamily residential occupancy at elevated levels.
- The existing CMU walls were designed to accommodate an additional 6 elevated floors.

The Future Northeast Building foundations at the concourse level were designed based on the same assumptions noted for the Future Southeast Building.

Please contact our office if you have any questions or comments.

Sincerely,
Britt, Peters & Associates, Inc.

A handwritten signature in blue ink that reads "Brian Haygood".

Brian Haygood, PE
Division Manager

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9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

CENTERPLACE, LLC,
a South Carolina limited liability company

By: _____
Name: _____
Title: _____

SWORN to before me this _____ day of _____, 2026.

Notary Public for South Carolina
Printed Name: _____
My Commission Expires: _____

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty". Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner or owner of the entity and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value from property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code §12-24-30, is equal to or less than One Hundred (\$100.00) Dollars;
- (2) transferring realty to the Federal government or to a State, its agencies, departments and political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of §1041 of the Internal Revenue Code, as defined in §12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer, other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners all are members of the same family. A "family trust" is a trust in which the beneficiaries all are members of the same family. The beneficiaries of a family trust also may include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under §170 of the Internal Revenue Code as defined in §12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.



COUNCIL AGENDA ITEM SUMMARY

MEETING DATE: September 8, 2026

AGENDA ITEM: 3a

TO: Council

FROM: Seth Duncan, City Administrator

SUBJECT: Discussion of City Gateway and Wayfinding Signs

REQUEST

Staff is requesting a discussion regarding the options for new City Gateway and Wayfinding Signs.

HISTORY/BACKGROUND

Staff continues to work with ACSM to design and implement new gateway and wayfinding signs with the City's new logo. We would like feedback on the two design options and whether or not a workshop is needed to further refine the design or if there is a design that is acceptable to Council, confirmation to move forward and place these signs in production.

Funding has been allocated for this project as part of the \$500,000 rebranding initiative.

DISCUSSION

A discussion regarding the proposed gateway and wayfinding design concepts.

ATTACHMENT(S)

- ACSM Design Intent – Wayfinding Signage Design Concepts



DESIGN INTENT



CLIENT: City of Mauldin, SC

JOB NAME: Wayfinding Signage Design Concepts

Created By: G.NOCIK

Date: August 7, 2026 3:03 PM

DESIGN NOTES:

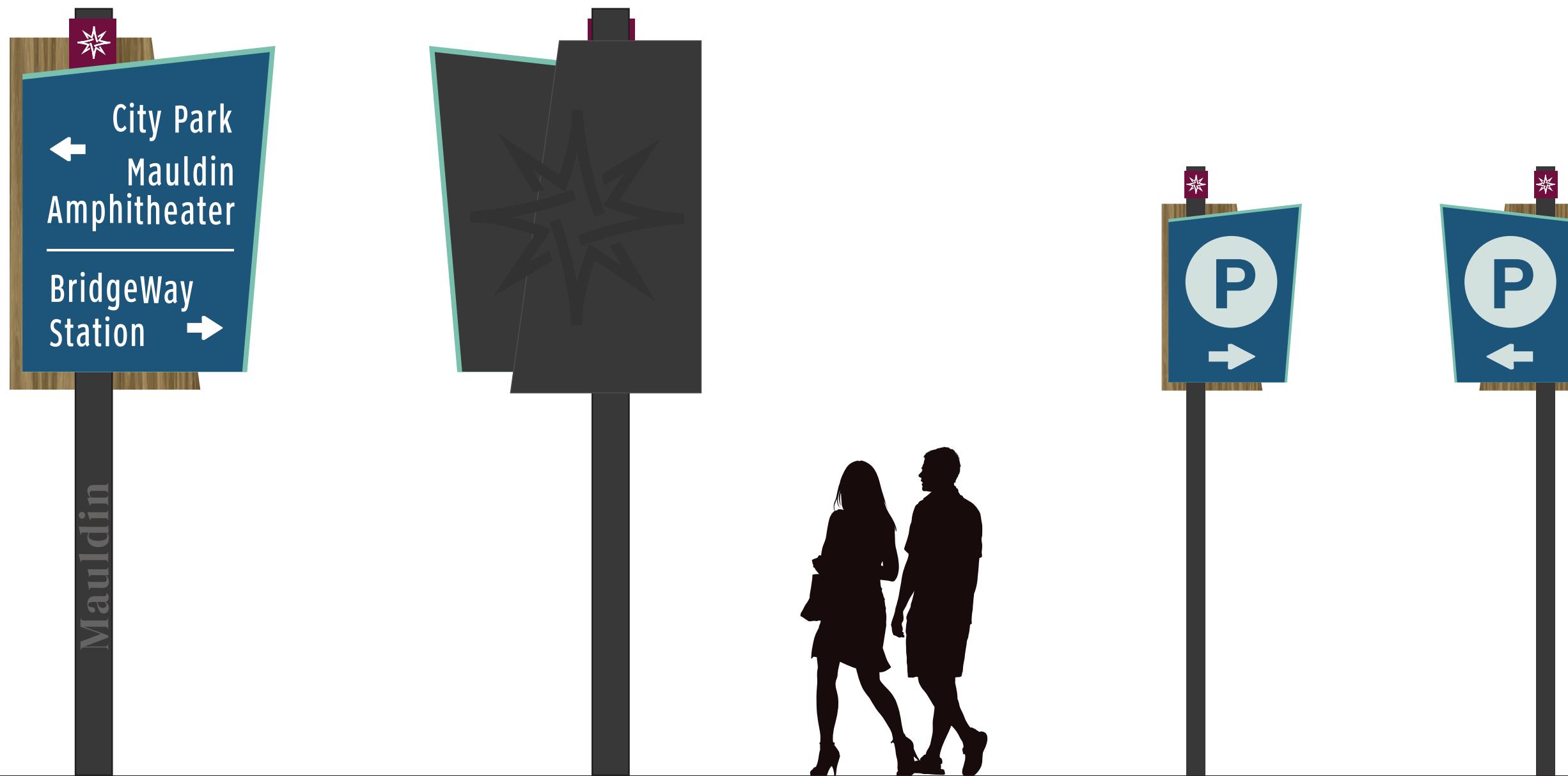
Design Option B



NOTE: Images presented in this document are for design intent purposes only. Actual dimensions and final appearance may vary slightly to accommodate for proper assembly dimensions and site specific variables that can affect finished products.

DESIGN NOTES:

Design Option B



NOTE: Images presented in this document are for design intent purposes only. Actual dimensions and final appearance may vary slightly to accommodate for proper assembly dimensions and site specific variables that can affect finished products.

DESIGN NOTES:

Design Option B



NOTE: Images presented in this document are for design intent purposes only. Actual dimensions and final appearance may vary slightly to accommodate for proper assembly dimensions and site specific variables that can affect finished products.

DESIGN NOTES:

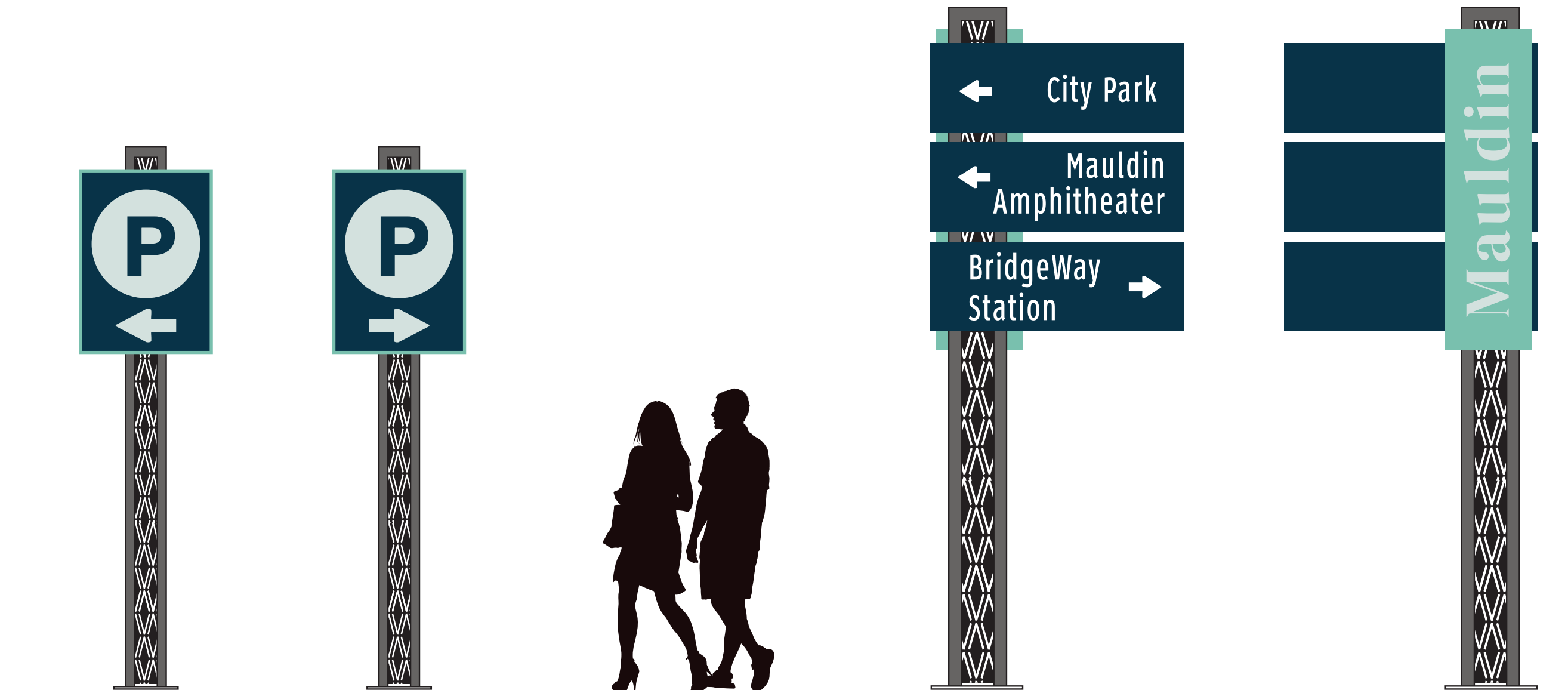
Design Option A



NOTE: Images presented in this document are for design intent purposes only. Actual dimensions and final appearance may vary slightly to accommodate for proper assembly dimensions and site specific variables that can affect finished products.

DESIGN NOTES:

Design Option A



NOTE: Images presented in this document are for design intent purposes only. Actual dimensions and final appearance may vary slightly to accommodate for proper assembly dimensions and site specific variables that can affect finished products.

DESIGN NOTES:

Design Option A



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