



Mitsubishi HC Capital America
7201 Metro Boulevard, Suite 800
Edina, MN 55439
Phone: 877-996-0270

MASTER AGREEMENT NO. 5015171

| USER INFORMATION | | | |
|--|-------------|--|-----------------------|
| User Legal Name FLORIDA SPORTS FOUNDATION, INCORPORATED | | Address 1203 Governors Square Blvd. Suite 300 | |
| City TALLAHASSEE | State FL | Zip 32301 | Phone 850-577-7208 |

AGREEMENT: This is a Master Agreement dated as of April 25, 2024 between User and Mitsubishi HC Capital America ("Provider"), the terms of which shall be incorporated into each Schedule now or hereafter executed pursuant to the terms hereof. Each such Schedule shall constitute a separate and enforceable agreement. In the event of a conflict between the terms of the Agreement and any Schedule, the terms of the Schedule shall prevail. User agrees to utilize all of the equipment, software and services described on any Schedule or similar document (the "Equipment") according to the terms and conditions of this Master Agreement (these documents are collectively the "Agreement").

TERM: The Agreement term will commence on the first day of the month following Provider's receipt of written and/or verbal acceptance for all the Equipment (the "Commencement Date") and will continue for the number of months specified on any Schedule (the "Initial Term") and for any successive Renewal Periods. For each item of Equipment, there shall also be an interim term ("Interim Term") beginning on the earlier of (1) the date any advance monies are released by Provider or (2) on the date of User's written and/or verbal acceptance and continuing through the Commencement Date. The Interim Term and the Initial Term are collectively referred to as the "Term".

PAYMENTS: User agrees to make payments in accordance with the Term and payment schedule outlined on any Schedule ("Rent"). There shall also be an interim payment ("Interim Rent") computed for the Interim Term. The Interim Rent for each item of Equipment, or advance monies released, will be calculated by multiplying the cost of that item of Equipment or advance by the Monthly Rent Payment and divided by the total cost of all Equipment, prorated on a daily basis. Interim Rent will be due upon receipt of an invoice from Provider. Monthly Rent will be due on the first day of the month (or such other time period specified in any Schedule). In addition, if required by Provider, User agrees to pay a documentation fee, any applicable freight charges, a security deposit and any other fees assessed by Provider. **USER'S OBLIGATION TO PAY RENT AND ALL OTHER OBLIGATIONS HEREIN ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER.**

DELIVERY, INSTALLATION AND ACCEPTANCE: User is solely responsible for arranging the delivery and installation of the Equipment. Upon receipt, User agrees to inspect the Equipment to determine whether it is in good working order. After inspection, User agrees to sign and send Provider a Certificate of Acceptance. In any event, this Agreement will commence no later than 7 days after receipt of the Equipment.

EQUIPMENT LOCATION, USE AND REPAIR: User will maintain and use the Equipment only at the location shown on any Schedule. User agrees that the Equipment cannot be moved from that location without Provider's advance written approval. Notwithstanding the prohibition from removing the Equipment from that location, in the event that User contemplates any exporting of the Equipment (including any technology supplied as part of the Equipment), User shall follow all procedures as required by the U.S. Export Administration Regulations and any related export controls, laws and regulations promulgated and administered by the government of any country having jurisdiction over the parties hereto or the transactions contemplated herein. User is solely responsible for maintaining the Equipment in good repair and condition, and in proper working order. User is responsible for protecting the Equipment from damage of any kind whatsoever and will continue to make payments if any damage occurs, even if the Equipment is completely destroyed. User will not modify or alter the Equipment, attach anything to the Equipment or attach the Equipment to assets not owned by Provider, without Provider's prior written consent. Any such pre-approved modifications or alterations shall be made at User's sole expense. Any such modification or alteration shall not interfere with the normal operation of the Equipment. All such alterations and attachments shall become part of the Equipment and shall be owned by Provider. User acknowledges, warrants and agrees that Provider or its agents shall have the right to inspect the Equipment from time to time during reasonable business hours at its then current location.

INDEMNIFICATION: Provider is not responsible for any losses or damages caused by the installation or use of the Equipment, or from any other kind of loss while User is in possession of the Equipment. User agrees to indemnify and hold Provider harmless from any and all losses, claims, liabilities, demands and expenses whatsoever that may arise from User's use of the Equipment or from defects in the Equipment.

END OF TERM AND RENEWAL: Provider must receive notice from User in writing, certified mail, return receipt requested, at least 120 days prior to the expiration of the Initial Term or any Renewal Period of a Schedule, of User's intention to return the

Equipment to Provider or to exercise the purchase option indicated on the Schedule. User's obligation to pay Rent will continue until the Equipment is returned to Provider's designated return location. User is responsible for all expenses incurred in returning the Equipment to Provider and agrees to pay Provider a Restocking Fee in an amount equal to one additional Rent payment. Unless notice is received by Provider, this Agreement will automatically renew for an additional term of 12 months (a "Renewal Period") under the same terms and conditions on each Schedule. Such notice may only be given if User is not currently in Default. Upon the termination of this Agreement, User warrants that the Equipment shall be eligible for the manufacturer's standard maintenance agreement upon delivery to the Provider.

LATE FEES AND COLLECTION CHARGES: If any Rent payment or other amount payable to Provider is not paid within 10 days of its due date, User shall, to the extent permitted by law, pay on demand, as a late charge, an amount equal to the greater of \$25.00 or 5% of the amount then due for each 30 days or portion thereof that said overdue payments are not made (but in no event to exceed the highest late charge permitted by applicable law). User also agrees to pay any fees assessed for each check or ACH returned unpaid.

NO WARRANTY: User acknowledges that Provider does not manufacture the Equipment and that User has selected the Equipment and the vendor based on User's own judgment. **PROVIDER IS RENTING THE EQUIPMENT TO USER "AS IS." PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE EQUIPMENT. PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. PROVIDER SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO USER OR TO ANY THIRD PERSON OR PROPERTY, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL AND SPECIAL DAMAGES CAUSED BY THE USE, OWNERSHIP OR POSSESSION OF THE EQUIPMENT. IF THE EQUIPMENT DOES NOT OPERATE AS REPRESENTED BY THE VENDOR OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, USER WILL NOT MAKE ANY CLAIM AGAINST PROVIDER FOR DAMAGES.** User agrees to continue making payments to Provider under this Agreement, regardless of any claims User may have against the manufacturer or vendor. Provider transfers to User for the term of this Agreement any warranties made by the manufacturer or the vendor. No representation or warranty by the manufacturer or vendor is binding on Provider nor shall breach of such warranty relieve User of User's obligation to Provider as provided herein.

SOFTWARE: User agrees that any software included in the Equipment is subject to the following: (1) Provider disclaims all warranties and obligations in regard to the software other than Provider's obligation to pay the invoiced price of the software to the software vendor; (2) Provider will not be liable to User for (a) the inadequacy of the software for any purpose; (b) any deficiency or defect in the software; (c) the performance of the software; or (d) any interruption or loss of service, use or performance of the software; (3) User agrees to deal directly with the software vendor for any problems, deficiencies or inadequacies relating to the Software; (4) User shall remain responsible for all software maintenance and enhancement costs; (5) User acknowledges and agrees that any Default under this Agreement shall constitute a breach of the software license agreement and upon the occurrence of any Default, Provider may require the vendor, and vendor shall be authorized, to immediately terminate the software license agreement; (6) if Provider repossesses the Equipment under the terms of this Agreement, User agrees immediately to assign to Provider all of User's rights in the software and to take all such acts as are necessary to cause such an assignment.

INSURANCE: During the term of this Agreement, User will procure and maintain at User's expense, property insurance, naming Provider or its assigns as the sole loss payee, for the full replacement value of the Equipment, and general liability insurance, naming Provider or its assigns as additional insureds, in an amount acceptable to Provider, but in no event shall it be less than \$1,000,000, covering any personal injury, death or third-party property damage arising out of or relating to the use or operation of the Equipment. User will furnish Provider with evidence of such insurance when requested. If User does not furnish Provider such evidence, Provider may at its option purchase such insurance for the Equipment and add the cost of such insurance to the amounts due from User under this Agreement. If Provider purchases such insurance on User's behalf, it shall not relieve User of any of its obligations under this Agreement or release User from any claims Provider may have against User. All such insurance shall provide for thirty (30) days'

prior written notice to Provider of cancellation, restriction, or reduction of coverage. User hereby irrevocably appoints Provider as User's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts for loss or damage under any insurance policy insuring the Equipment.

OWNERSHIP, TAXES AND UCCs: Provider is the owner of the Equipment and holds title to the Equipment. User must keep the Equipment free and clear from any lien, levy, attachment or encumbrance, and User understands that the Equipment is not User's to pledge or grant security interests in, with the exception of the security interest granted Provider herein. In addition to the payment set forth on any Schedule, User shall be responsible for the timely payment, reporting and/or discharge of all license or registration fees, assessments, sales and use taxes, rental taxes, gross receipts taxes, personal property taxes and other taxes now or hereafter imposed by any federal, state or local government upon the Equipment, the Rent or the ownership, leasing, renting, purchase, possession or use of the Equipment (whether the same be assessed on Provider or User). User shall indemnify Provider to the extent of any such unpaid taxes or fees (including penalties and interest) and Provider's costs associated therewith. User further grants to Provider a security interest in the Equipment and authorizes Provider to record UCC financing statements to indicate its interest in the Equipment.

DEFAULT: Each of the following is a "Default" under this Agreement: (a) User does not pay its monthly Rent payment or any other amount payable to Provider within 10 days of its due date; (b) User fails to perform any of User's non-monetary obligations under this Agreement and such failure is not cured within 10 days after Provider's notice of that failure to User; (c) any representation or warranty User makes to Provider in, or in connection with, this Agreement shall prove to have been false in any material respect; (d) any execution or writ of process is issued in any action to seize or detain the Equipment; (e) User defaults under or otherwise has accelerated any material obligation, credit agreement, loan agreement, conditional sales contract, lease, indenture or debenture; or User defaults under any other agreement now existing or hereafter made with Provider; (f) User's financial condition changes, or the financial condition of any guarantor of the Agreement changes, to the point where it reasonably causes Provider to be insecure about User's ability to perform User's obligations under this Agreement or any other agreement with Provider; or (g) any guarantor of the Agreement dies, or User or any such guarantor becomes insolvent or unable to pay debts when they become due; files a voluntary petition in bankruptcy, is subject to an involuntary petition in bankruptcy, files or has filed against it a petition seeking any reorganization, arrangement or composition, under any present or future statute, law or regulation; stops doing business as a going concern; merges, has a change of control through a sale or transfer of all or substantially all of its equity; transfers or sells all or substantially all of its assets; makes an assignment for the benefit of creditors; or has a trustee or receiver appointed for it.

PROVIDER'S REMEDIES: If a Default occurs, Provider may, but shall not be obligated to, do one or any combination of all of the following: (1) require User to immediately pay all sums already due under this Agreement plus any and all other sums becoming due (including an acceleration of remaining Rent payments), plus the value of the Equipment, if any, as determined by Provider in Provider's sole discretion; (2) cancel all of User's rights, but not User's obligations, under this Agreement; (3) require User to promptly return all of the Equipment; and/or (4) repossess, re-lease and/or dispose of the Equipment. In addition, Provider is permitted to use any and all remedies available to Provider under the Uniform Commercial Code or any other applicable law. Provider may accept past due payments without modifying the terms of this Agreement and without waiving any of Provider's rights under this Agreement. **USER AGREES TO PAY ALL OF PROVIDER'S COSTS OF ENFORCING PROVIDER'S RIGHTS AGAINST USER, INCLUDING ATTORNEYS' FEES.** If it is necessary for Provider to take possession of the Equipment, User agrees to pay the cost of repossession, re-leasing and/or disposing of the Equipment. Additionally, if there is a Default, Provider may retain any security deposits to insure User's performance under this Agreement.

ASSIGNMENT: USER HAS NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLET THE EQUIPMENT OR THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF PROVIDER. Provider may sell, assign or transfer this Agreement or its rights in the Equipment without notice to User. If Provider sells, assigns or transfers this Agreement, the new owner will have the same rights or benefits Provider has now. User agrees that the rights of the new owner will not be subject to any claim, defense or setoff that User may have against Provider. In connection therewith, User agrees to acknowledge in writing any such assignment upon receipt of written notice thereof.

ARTICLE 2A RIGHTS AND REMEDIES: User agrees that this Agreement is a "finance lease" as that term is defined in Article 2A of the Uniform Commercial Code

("UCC"). User acknowledges that either (i) User has reviewed and approved any written contract covering the Equipment, or (ii) Provider has advised User of the identity of the vendor, that User may have rights under the supply contract, and that User may contact the vendor for a description of any rights User may have. **USER HEREBY AGREES TO WAIVE ANY AND ALL RIGHTS AND REMEDIES GRANTED TO USER BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UCC.**

CHOICE OF LAW: THIS AGREEMENT WILL BE GOVERNED BY, ENFORCED IN AND INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF MINNESOTA. USER CONSENTS TO EXCLUSIVE JURISDICTION IN THE STATE OR FEDERAL COURTS OF MINNESOTA. USER EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY.

FURTHER ASSURANCES: User shall, at User's expense, from time to time execute and deliver such further documents and assurances and take such further actions as Provider may reasonably request (a) in order to carry out the intent and purposes of this Agreement and each Schedule or (b) to establish and protect Provider's title to the Equipment or the rights and remedies granted or intended to be granted in favor of Provider under the terms of this Agreement or any Schedule.

SUCCESSORS; SURVIVAL: Each Schedule and this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties hereto. User's representations, warranties, indemnities and reimbursement obligations shall survive the termination, cancellation or expiration of each Schedule and this Agreement.

MISCELLANEOUS: This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and incorporates all representations made in connection with negotiation of the same. The terms hereof may not be terminated, amended, supplemented or modified orally, but only by a written instrument.

In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

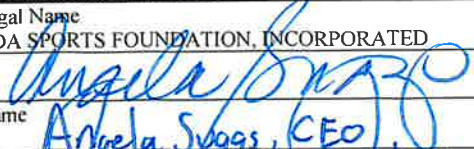
From time to time additional parties may become obligated under this Agreement as a User by signing a Joinder Agreement or similar document referring to this Agreement. The addition of any party pursuant to a Joinder Agreement shall not release or limit the obligations of any party to this Agreement.

Upon request, User agrees to provide Provider, and any assignee or potential assignee of Provider, with such documentation as Provider may request to evidence User's compliance with its obligations hereunder, including evidence of payment of all applicable taxes, and User's most recent annual financial statement (audited, if available) and its most current interim financial statements.

User agrees that any delay or failure to enforce Provider's rights under this Agreement does not prevent Provider from enforcing any such rights at a later time.

FAXED AND COPIED DOCUMENTS: This transaction may be conducted by electronic means and the User and Provider authorize that their electronic signatures act as their legal signatures of this Agreement. This Agreement may be signed separately in counterparts, all of which, together, shall be considered one and the same agreement. User and Provider agree that a photocopy, carbon copy, facsimile or other reproduction of this Agreement with their reproduced signatures thereon shall be as valid and binding as the original-signature document and shall be treated as genuine and authentic as the original for all purposes. Copies of this executed Agreement transmitted by facsimile transmission, email or generated or executed through electronic signature/documentation technology shall be considered originals for all purposes.

THIS AGREEMENT IS EFFECTIVE ONLY WHEN SIGNED BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELLABLE. USER REPRESENTS THAT ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON ITS BEHALF HAVE BEEN TAKEN AND THAT ANY MANAGER, PURCHASING AGENT OR PERSON OF SIMILAR AUTHORITY IS AUTHORIZED TO SIGN ANY OTHER DOCUMENTATION NECESSARY BY USER IN REGARDS TO THIS AGREEMENT.

| USER/PROVIDER SIGNATURE | |
|--|--|
| User Legal Name FLORIDA SPORTS FOUNDATION, INCORPORATED | Provider Name Mitsubishi HC Capital America |
| By  | By |
| Print Name Angela Swagg, CEO | Print Name |
| Title Date 4/29/2024 | Title Date |

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7201 Metro Boulevard, Suite 800, Edina, MN 55439
 Phone: 877-996-0270

SCHEDULE NO. 001

This Schedule is issued pursuant to the Master Agreement No. 5015171 by and between FLORIDA SPORTS FOUNDATION, INCORPORATED ("User") and Mitsubishi HC Capital America ("Provider"). All terms and conditions of the Master Agreement are incorporated herein and made part hereof as if such terms and conditions were set forth in this Schedule. Capitalized terms used herein shall have the same meaning as in the Master Agreement.

| EQUIPMENT DESCRIPTION AND LOCATION | |
|--|--|
| See Attached Exhibit A | |
| TERM AND PAYMENT SCHEDULE | |
| Initial Term in Months: 60 | User Tax Exempt Number <u>85-8016109840C-2</u> |
| Monthly Rent Payments: due in arrears \$1,675.61 (plus applicable taxes) | |
| Notwithstanding anything in the Master Agreement, User authorizes Provider to pull any payments due under the Agreement via ACH. Any change to the ACH approval which affects the timely payment or any cancellation of the ACH approval shall constitute an Event of Default. | |
| If prior to the Commencement Date there shall be any material adverse change in the User's or Guarantor's financial condition, or any material change in the Equipment configuration or any material delay in the delivery and acceptance of any material portion of the Equipment, Provider may, at its option, (i) discontinue funding on this Schedule and/or (ii) require User to purchase the Equipment delivered to that point and/or repay Provider a price equal to the full amount funded by Provider to that point, together with any unpaid Interim Rent. User's obligation to purchase is subject to the manufacturers / supplier's standard terms and conditions of sale. | |
| At Provider's option, Provider may adjust the Rent Payment by the percentage increase occurring between the date hereof and the Commencement Date in the like-term Secured Overnight Financing Rate ("SOFR") Swaps. Upon receipt of evidence of acceptance for all of the items of Equipment described herein, Provider shall update this Schedule to identify the actual Equipment financed thereunder and the actual amount of each Rent Payment. The Rent Payment amount shall be communicated to the User in writing. Under no circumstances will the implicit rate used to calculate the Rent Payment shown above ever be decreased. | |
| For each item of Equipment, there shall also be an interim rent payment ("Interim Rent") computed for the period beginning on the earlier of (1) the date any advance monies are released by Provider or (2) on the date of User's written and/or verbal acceptance through the Commencement Date. The Interim Rent for each item of Equipment, or advance monies released, will be calculated by multiplying the cost of that item of Equipment or advance by the Rent Payment and divided by the total cost of all Equipment, prorated on a daily basis for periods less than one full month. | |
| Purchase Option: At the expiration of the Initial Term or any Renewal Period of this Schedule, User will have the option to purchase all, but not less than all of the Equipment for one dollar (\$1.00). | |

This transaction may be conducted by electronic means and the User and Provider authorize that their electronic signatures act as their legal signatures of this Schedule. This Schedule may be signed separately in counterparts, all of which, together, shall be considered one and the same agreement. User and MHCCA agree that a photocopy, carbon copy, facsimile or other reproduction of this Schedule with their reproduced signatures thereon shall be as valid and binding as the original-signature document and shall be treated as genuine and authentic as the original for all purposes. Copies of this executed Schedule transmitted by facsimile transmission, email or generated or executed through electronic signature/documentation technology shall be considered originals for all purposes.

THE SIGNER ASSERTS THAT ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS SCHEDULE ON BEHALF OF THE USER HAVE BEEN TAKEN AND THAT ANY MANAGER, PURCHASING AGENT OR PERSON OF SIMILAR AUTHORITY IS AUTHORIZED TO SIGN ANY OTHER DOCUMENTATION NECESSARY BY PROVIDER IN REGARD TO THIS AGREEMENT. THIS SCHEDULE IS EFFECTIVE ONLY WHEN SIGNED BY BOTH PARTIES AND IS NONCANCELLABLE.

| USER/PROVIDER SIGNATURE | | | |
|--|--|-------|------|
| User Legal Name FLORIDA SPORTS FOUNDATION, INCORPORATED | Provider Name Mitsubishi HC Capital America | | |
| By | By | | |
| Print Name Angela Suggs | Print Name | | |
| Title CEO | Date 4/29/2024 | Title | Date |

Exhibit A

Equipment Description

Equipment Description

Audio/Video and Conferencing Equipment on quote
#35644

Location: FLORIDA SPORTS FOUNDATION, INCORPORATED
1203 Governors Square Blvd Suite 300
TALLAHASSEE, FL 32301

Agreement No. 5015171

Schedule No. 001



Consumer's Certificate of Exemption

DR-14
R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

| | | | |
|--------------------|----------------|-----------------|------------------------|
| 85-8016109840C-2 | 02/25/2023 | 02/29/2028 | 501(C)(3) ORGANIZATION |
| Certificate Number | Effective Date | Expiration Date | Exemption Category |

This certifies that

FLORIDA SPORTS FOUNDATION INCORPORATED
101 N MONROE ST STE 1000
TALLAHASSEE FL 32301-1546

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.