

FIRST AMENDMENT TO LETTER OF INTENT AGREEMENT

This First Amendment to Letter of Intent Agreement (the “Amendment”) is made effective as of the 26 day of November, 2025 (“Amendment Effective Date”) by and between the City of Santa Rosa, California, a California municipal corporation (“City”) and United Soccer Leagues, LLC, a Florida limited liability company (“USL”). City and USL are each individually referred to as a “Party” and collectively as “Parties”. Capitalized terms used but not defined herein have the meanings given to such terms in the Letter of Intent (as defined below).

RECITALS

- A. WHEREAS, on March 17, 2025, USL and City executed that certain Letter of Intent Agreement dated February 13, 2025 (the “Letter of Intent”); and
- B. WHEREAS, USL and City now desire to amend the Letter of Intent to extend the Initial Exclusivity Period and to permit an exception to the Parties’ exclusivity obligations to allow for discussions between the City, USL, the County of Sonoma (“County”) and the Sonoma County Fair and Exposition Inc. (“Fair Board”) for the limited purpose of discussing potential development of a multi-purpose Stadium on County-owned property located within the City of Santa Rosa City Limits (“County Site”).

NOW, THEREFORE, in consideration of the foregoing and the promises, covenants and agreements herein contained, and in further consideration of the Letter of Intent and the promises, covenants and agreements therein contained, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of all of which are hereby acknowledged, the Parties agree to amend the Letter of Intent as follows:

- 1. **Negotiating Period (Section 7).** The “Initial Exclusivity Period” set forth in the first sentence of Section 7 of the Letter of Intent is hereby amended to read as follows to clarify that the Initial Exclusivity Period expires on September 17, 2026:

“From the date hereof through September 17, 2026 (the “Initial Exclusivity Period”), USL and Santa Rosa shall continue to discuss, on an exclusive basis as described below, the Proposed Transaction and additional details related thereto as contemplated herein, including the good faith negotiation of a Memorandum of Understanding or other nonbinding summary of the terms of the Proposed Transaction (the “MOU”).”

- 2. **USL Exclusivity Obligations (Section 8).** The “USL Exclusivity Obligations” set forth in Section 8 of the Letter of Intent are hereby amended to add the following sentence at the end of Section 8:

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“Notwithstanding the foregoing, City authorizes USL and its Representatives to share information with the County of Sonoma (“County”) and Sonoma County Fair and Exposition Inc. (“Fair Board”), for the limited purpose of allowing the City, County, Fair Board and USL to jointly conduct due diligence to explore potential development of the Stadium for professional men’s and women’s soccer and other potential amenities on County-owned property located within the city limits of the City of Santa Rosa (“County Site”).”

3. **City Exclusivity Obligations (Section 9).** The “Santa Rosa Exclusivity Obligations” set forth in Section 9 of the Letter of Intent are amended to add the following sentence at the end of Section 9:

“Notwithstanding the foregoing, USL authorizes the City and its Representatives to share information with the County and the Fair Board for the limited purpose of allowing the City, County, Fair Board and USL to jointly conduct due diligence to explore potential development of the Stadium for professional men’s and women’s soccer and other potential amenities on County Site.”

4. **Numbering.** To the extent that certain provisions or sections of the Letter of Intent are modified and/or deleted by this Amendment, such clauses or sections are deemed to have been modified or deleted without otherwise affecting the numbering of the Letter of Intent.
5. **Entire Agreement; Amendment.** This Amendment and the Letter of Intent constitute the entire agreement between the Parties concerning the subject matter hereof and supersede any prior agreements.
6. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
7. **Ratification.** This Amendment is limited as specified and shall not constitute a modification, acceptance or waiver of any other provision or provisions of the Letter of Intent. Except as modified by this Amendment, the Parties agree that the covenants, agreements, terms, provisions and conditions set forth in the Letter of Intent shall remain unmodified and in full force and effect. All of the terms and provisions of this Amendment are hereby deemed incorporated into the Letter of Intent and made a part thereof. If there is a conflict between this Amendment and the Letter of Intent, the terms of this Amendment will prevail.
8. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which when executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same instrument. This Amendment may

be executed and delivered by facsimile or other electronic imaging means (including .PDF), which signature and copies shall deemed to be an original.

9. **Understanding; Authority.** USL and the City acknowledge each has read and understands all terms, conditions and requirements set forth in this First Amendment, and each person signing below represents and warrants that they are duly authorized to execute and deliver this First Amendment on behalf of the Party they represent, and have full authority to bind such Party to the terms herein. Executed as of the day and year first above stated.

November 25, 2025

UNITED SOCCER LEAGUES, LLC, a Florida limited liability company

DocuSigned by:
By: 
E17654AE9EB14AF...
Name: Justin Papadakis
Title: Deputy Chief Executive Officer &
Chief Real Estate Officer

November 26, 2025

CITY OF SANTA ROSA, a California municipal corporation

DocuSigned by:
By: 
8CCA8B266F1D4AA...
Name: Maraskeshia Smith
Title: City Manager

APPROVED AS TO FORM:

Office of the City Attorney