

Letter of Intent Agreement

This Letter of Intent Agreement ("Agreement") is entered into effective as of the 15th day of April 2025 by and between the Mobile County, a body corporate, politic, and a political subdivision of the State of Alabama, by and through the Mobile County Commission (hereinafter "MCC") and Leisure Sports and Recreation, LLC ("LSAR"), a Louisiana limited liability company, acting through its undersigned manager, as follows:

Whereas, MCC is owner of a tract of undeveloped land (the "Site") located adjacent to the Mobile County Soccer Complex and the future Mobile County Natatorium in Mobile, Alabama and desires to entertain and consider development opportunities for the Site; and

Whereas, LSAR and MCC have engaged in informal discussions concerning the Site and now desire to enter into a non-binding agreement to more formally establish a path forward regarding planning for the Site and the development efforts for the Site by LSAR.

Therefore, LSAR and MCC hereby agree:

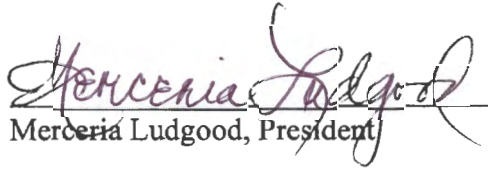
1. MCC authorizes LSAR to proceed with master, site and facility planning, economic and feasibility analysis, wetlands and soil condition analysis, infrastructure needs analysis, and other pre-development planning studies, inquiries and measures that LSAR may desire to undertake ("Site Planning").
2. All Site Planning shall be undertaken at the sole cost of LSAR except as MCC and LSAR may agree otherwise.
3. LSAR and its engineers, contracted firms and agents may enter on the Site for purposes of surveys, wetlands inspections or studies, soil or other analysis or for other purposes relating to the Site Planning, provided no work shall be done on the Site without consent of MCC. MCC hereby authorizes and approves of LSAR undertaking wetlands studies and soil analysis and borings.
4. Prior to entering on to the site for any purpose LSAR personnel and any of its engineers, contracted firms and agents entering on the Site shall furnish to MCC a certificate of insurance naming MCC as a certificate holder and evidencing general liability coverage satisfactory to MCC, such certificate to be not subject to cancellation prior to 30 days after notification to MCC.
5. LSAR agrees to indemnify, hold harmless and defend MCC from any and all claims, causes of action, damages, legal fees and expenses asserted against or incurred by MCC resulting from the entering onto the Site or work performed on the Site by LSAR personnel and any of its engineers, contracted firms and agents.

6. All site and building plans, land and property studies, surveys, masterplans, renderings, elevations and visual depictions, all economic and financial studies, analysis, projections, presentations and models, and all other work product developed by LSAR and its personnel, engineers, contracted firms and agents in conjunction with Site Planning or development of the Site in any manner ("LSAR Work Product") shall be the sole and exclusive property of LSAR. MCC agrees that it shall not use or allow the use of LSAR Work Product in connection with the development of the Site by MCC or others. This paragraph shall survive the termination of this Agreement.
7. MCC and LSAR anticipate and intend that as a result of the LSAR Site Planning that MCC and LSAR will enter into further discussions, negotiations and agreements relating to development of the Site, including one or more cooperative endeavor, lease, infrastructure and other agreements (collectively "Transaction Agreements"); however, each of MCC and LSAR agree that neither party shall be obligated to enter into any Transaction Agreements or undertake any further commitment, obligation or other agreement except as each may desire in the sole discretion of each party.
8. LSAR undertakes to update MCC on the status of the Site Planning at least monthly and to complete the Site Planning and present its findings, conclusions and recommendations to MCC no later than October 31, 2025. The extent of the findings of LSAR from the Site Planning presented to MCC including any LSAR Work Product shall be in the sole discretion of LSAR and there is no particular form, format, data or any quality or quantity thereof required to be presented by LSAR. If at any time LSAR determines that the Site Planning indicates that proceeding with further Site Planning is not justified or appropriate, or if LSAR no longer desires to continue Site Planning for any reason, LSAR shall notify MCC that this agreement is being terminated, effective upon receipt by MCC of notice.
9. With the consent of MCC LSAR may file or apply for any permit, application or submission to any federal, state or local governmental agency that LSAR determines to be time critical to the development of the Site or to the completion of the feasibility analysis. If the consent of MCC is required or requested on any such application, specifically including any request for jurisdictional determination with the US Army Corps of Engineers, MCC may grant or withhold such consent in its sole discretion. Should any permit or application be granted or approved, the ownership and benefits thereof shall be in favor of LSAR except that if MCC has joined in the application or permit submission MCC and LSAR shall have joint benefit and ownership of the grant or approval in the manner they have agreed prior to the submission. The granting of any permit or approval to LSAR shall not constitute a grant or approval by MCC to exercise any rights imparted upon LSAR by such permit or approval, which shall be dependent upon the parties entering into definitive Transaction Agreements.

10. The duration of this Agreement shall be from the date and time of execution hereof by MCC and LSAR until October 31, 2025, unless earlier terminated as provided herein, subject to extension hereof by mutual consent of MCC and LSAR.
11. This Agreement shall be governed by the laws of the State of Alabama.
12. Each of MCC and LSAR represent to the other that they have the authority and capacity to enter into this Agreement and to carry out its terms and that upon execution hereof this Agreement shall become the binding and valid obligation of each.

MOBILE COUNTY COMMISSION

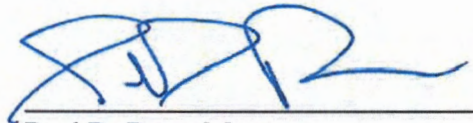
Date: April 16, 2025


Merceria Ludgood, President

ATTEST


E. Edwin Kerr, County Administrator

LEISURE SPORTS AND RECREATION,
LLC


Paul D. Rees, Manager

Date: 4-15-25