

Effective as of December 9, 2020

VIA EMAIL

Matthew J. Sansbury
Managing Director

Alex Bugallo
Managing Director

Hilltop Securities Inc.
450 S. Orange Avenue, Suite 460
Orlando, FL 32801

RE: Spring Training Deal Structure Comparison – Amendment #2

Gentlemen:

Reference is made to the certain Agreement between Hilltop Securities Inc. ("Hilltop" or "Client"), for the benefit of The City of Clearwater, Florida ("City"), and ICON Venue Group, LLC, d/b/a CAA ICON ("CAA ICON"), dated April 17, 2019 (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings for such terms in the Agreement.

CAA ICON's Strategic Advisory Group is pleased to present this Letter Amendment to our Agreement. CAA ICON shall provide the Additional Services as outlined in Exhibit A. In consideration for CAA ICON's performance of these Additional Services, Client shall pay CAA ICON an additional fee of \$25,000 per month for up to six months, or \$150,000 in total professional fees ("Additional Fees"), plus reimbursement for all reimbursable expenses in accordance with the Letter. The foregoing Additional fee and reimbursable expenses shall be payable in accordance with Section 26 of the Terms and Conditions. At the end of the initial six month period, CAA ICON and Client will meet and confer to determine business arrangements and reach a mutually agreeable approach regarding the extent to which the Services are to be completed. Client acknowledges and agrees that not all the tasks described Exhibit A will be completed in the initial six month period. As provided in the Agreement, any additional consulting services not included in the scope of work described above shall only be performed when agreed to in writing.

If at any time during the six month period, it is determined by you that the engagement should not proceed, we shall promptly halt our activities and present a final invoice for our services provided to date including charges for that month on a pro rata basis (not to exceed \$25,000 for the month the engagement is terminated, plus any out of pocket expenses incurred). Should negotiations be put on hold for an extended period, CAA ICON and Hilltop/the City shall discuss adjusting the business arrangements in a mutually agreeable manner.

Hilltop represents and warrants that it has the express authority to retain CAA ICON to perform the scope of Additional Services described below under the terms as outlined herein.

In countersigning below, Client acknowledges and agrees that CAA ICON is not an investment bank, broker-dealer, or financial adviser, and is in no way providing services in such a capacity. As such, consistent with Section 5 of the Terms and Conditions, the work-product produced in connection

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with the Services under this Letter Amendment shall not be used for financing, marketing, or lending purposes.

Except as provided in this Letter Amendment, the Agreement shall remain unchanged and apply fully for the services provided under this Letter Amendment. Your signature below shall signify the Hilltop's agreement to continue to engage CAA ICON under the terms outlined in this Letter Amendment.

Sincerely,

ICON VENUE GROUP, LLC d/b/a CAA ICON

BY:



Daniel S. Barrett

TITLE: Executive Vice President

Attachment

ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT WITH THE TERMS AND CONDITIONS OF THIS LETTER AMENDMENT (INCLUDING ALL EXHIBITS):

HILLTOP SECURITIES, INC.

BY: _____

NAME: _____

TITLE: _____

Exhibit A

SCOPE OF ADDITIONAL SERVICES

- 1) Negotiating assistance and support services
 - a) Review and comment on existing agreements
 - b) Review and comment on proposed stadium and training facility renovation plans
 - c) Estimate financial impact of proposed renovation plans
 - d) Assist in developing overall negotiation strategy
 - e) Meet with team representative(s) and other key stakeholders
 - f) Identify key considerations
 - i) Financial considerations
 - ii) Financing considerations
 - iii) Operating considerations
 - iv) Capital repair considerations
 - v) Timing considerations
 - vi) Political considerations
 - g) Public relations strategy
 - h) Assess key stakeholder goals/objectives and alternatives
 - i) Participate in negotiations
 - j) Consider team alternatives
- 2) Deal structure advisory
 - a) Consider alternative approaches
 - b) Identify issues and concerns
 - c) Identify desired amenities/rights
 - d) Evaluate financial impacts of key negotiating terms
- 3) Provide document support services/assist legal team
 - a) Letter of intent/memorandum of understanding
 - b) Definitive agreements