

1 J. Henk Taylor – State Bar No. 016321
2 **WARNER ANGLE HALLAM**
3 **JACKSON & FORMANEK PLC**
4 2555 East Camelback Road, Suite 800
5 Phoenix, Arizona 85016
6 Telephone: (602) 264-7101
7 Facsimile: (602) 234-0419
8 E-mail: htaylor@warnerangle.com

9 *Counsel for the Debtor*

10 **UNITED STATES BANKRUPTCY COURT**
11 **DISTRICT OF ARIZONA**

12 **In Re:**

13 **LEGACY CARES, INC.,**

14 **Debtor.**

Case No. 2:23-bk-02832-DPC

Chapter 11

15 **NOTICE OF FILING FINAL ASSET**
16 **PURCHASE AGREEMENT**

17 **Hearing Date: November 22, 2023**
18 **Hearing Time: 1:30pm**
19 **Location: Phoenix, Ct. Rm. 603**

20 Debtor Legacy Cares, Inc. hereby gives notice of the filing of the final, executed
21 version of the final Asset Purchase Agreement (“APA”) between Debtor, Buyer and Eite
22 Sports Group, LLC. A copy of the executed APA is attached as **Exhibit A**. A redlined
23 version is attached as **Exhibit B**, showing changes against the APA filed with the *Notice*
24 *Re Terms and Conditions of Proposed Sale* [ECF No. 562].
25
26
27
28

DATED this 21st day of November, 2023.

**WARNER ANGLE HALLAM JACKSON &
FORMANEK, PLC**

By /s/ Henk Taylor (# 016321)
Henk Taylor
Counsel for Debtor Legacy Cares, Inc.

EXHIBIT A

ASSET PURCHASE AGREEMENT
BY AND BETWEEN
LEGACY CARES, INC., AS SELLER
AND
ELITE SPORTS GROUP, LLC, AS MANAGER
AND
AZ ATHLETIC ASSOCIATES LLC, AS BUYER
November 21, 2023

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION	2
1.1 Definitions.	2
1.2 Rules of Construction.	13
ARTICLE II PURCHASE AND SALE; ASSUMPTION OF CERTAIN LIABILITIES	13
2.1 Purchase and Sale of Assets.	13
2.2 Excluded Assets.	15
2.3 Assignment and Assumption of Liabilities.	16
2.4 No Other Liabilities Assumed.	17
2.5 Deemed Consents and Cures.	18
2.6 Assumption and Assignment of Assumed Executory Contracts.	19
2.7 Additional and Eliminated Assumed Executory Contracts.	19
2.8 Termination of QMA; Transition Assistance.	19
ARTICLE III PURCHASE PRICE; CLOSING	20
3.1 Purchase Price.	20
3.2 [Reserved].	20
3.3 Closing.	20
3.4 Closing Payments; Allocation of Purchase Price.	20
3.5 Deliveries by Seller and Manager.	21
3.6 Deliveries by Buyer.	23
3.7 Form of Instruments.	23
3.8 Further Assurances.	23
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER AND MANAGER	23
4.1 Organization, Standing.	23
4.2 Authority; Binding Agreement.	24
4.3 No Conflicts or Violations.	24
4.4 Subsidiaries.	24
4.5 Financial Statements and Related Matters.	24
4.6 Purchased Assets; Assets Necessary to Business.	25
4.7 Improvements.	25
4.8 Intellectual Property.	25
4.9 Contracts.	26
4.10 Insurance.	27
4.11 Taxes.	27
4.12 Labor and Employment Matters.	28
4.13 Litigation, Orders.	28
4.14 Compliance with Law; Permits.	28
4.15 Environmental Matters.	29
4.16 Affiliated Transactions.	29

4.17	Brokers.....	30
4.18	Absence of Certain Developments.....	30
4.19	Books and Records.	30
ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER		30
5.1	Organization.....	30
5.2	Authority.....	30
5.3	Consents.....	30
ARTICLE VI PRE-CLOSING COVENANTS		31
6.1	Consents and Approvals.	31
6.2	Access to Information and Facilities.....	31
6.3	Conduct of the Business Pending the Closing.	31
6.4	Notification of Certain Matters.	32
6.5	Bankruptcy Actions.	33
6.6	Taxes.....	34
6.7	Permits.	35
6.8	Interim Funding.	35
6.9	Additional Agreements.....	35
ARTICLE VII CONDITIONS TO CLOSING		35
7.1	Conditions to Parties' Obligations.....	35
7.2	Conditions to Buyer's Obligations.....	36
7.3	Conditions to Seller's and Manager's Obligations.	37
ARTICLE VIII TERMINATION		37
8.1	Termination.....	37
8.2	Procedure Upon Termination.....	38
8.3	Effect of Termination.....	38
ARTICLE IX POST CLOSING COVENANTS		38
9.1	[Reserved].....	38
9.2	Joint Post-Closing Covenant of Buyer, Seller, and Manager.....	38
9.3	Accounts Receivable; Collections.	39
9.4	Access to Information.	39
9.5	Confidentiality.	39
9.6	Tax Matters.	40
9.7	Prorations.	41
9.8	Personal Information Conveyed as Part of Sale.....	41
ARTICLE X MISCELLANEOUS		41
10.1	Non-Survival of Representations and Warranties.....	41
10.2	"As-Is" Sale.	41
10.3	Expenses; Indemnification.....	42
10.4	Amendment.....	43

10.5	Notices.	43
10.6	Waivers.	44
10.7	Counterparts and Execution.	44
10.8	Headings.	44
10.9	Submission To Jurisdiction.	44
10.10	Governing Law.	44
10.11	Binding Nature; Assignment.	45
10.12	No Third Party Beneficiaries.	45
10.13	Construction.	45
10.14	Public Announcements.	45
10.15	Schedules.	45
10.16	Entire Understanding.	46
10.17	Severability.	46
10.18	Time of Essence; Specified Dates.	46
10.19	Closing Actions.	46
10.20	Conflict Among Acquisition Documentation.	46
10.21	Specific Performance.	46
10.22	Release.	47
10.23	Title.	47

Exhibits

Exhibit A – [Reserved]

Exhibit B – Form of Bill of Sale

Exhibit C – Form of Assignment and Assumption

Exhibit D – Form of Intellectual Property Assignments

Schedules

Schedule 2.1(b) – Accounts Receivable, etc.
Schedule 2.1(c) – Unearned Restricted Cash
Schedule 2.1(e) - Purchased Tangible Personal Property
Schedule 2.1(g) – Assumed Equipment Leases
Schedule 2.1(h) – Assumed Contracts
Schedule 2.2(a)(iii) – Excluded Tangible Personal Property
Schedule 2.2(a)(iv) – Excluded Equipment Leases
Schedule 2.2(a)(xii) – Other Excluded Assets
Schedule 2.3(a)(ii) – Assumed Post-Petition Vendor Payables
Schedule 4.3 – Third Party Consents
Schedule 4.5(a) – Financial Statements
Schedule 4.6 – Title to Purchased Assets
Schedule 4.8(a) – Intellectual Property
Schedule 4.8(b) – Intellectual Property Liens
Schedule 4.9(a) – Material Contracts
Schedule 4.10 – Insurance
Schedule 4.11 – Taxes
Schedule 4.12 – Labor and Employment Matters
Schedule 4.13 – Litigation, Orders
Schedule 4.14(c) – Compliance with Law; Permits
Schedules 4.15(a) – Compliance with Environmental Laws

Schedule 4.15(b) – Environmental Liabilities
Schedule 4.15(c) – Hazardous Substances
Schedule 4.16 – Affiliate Transactions
Schedule 4.18 – Absence of Certain Developments
Schedule 6.3(b)(ii)(D) – Permitted Employment Contracts
Schedule M – Mechanics Lienholders

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of November 21, 2023, by and between LEGACY CARES, INC., an Arizona nonprofit corporation (“**Legacy**” or “**Seller**”), Elite Sports Group, LLC, a Delaware limited liability company (“**Manager**”), and AZ ATHLETIC ASSOCIATES LLC, a Delaware limited liability company (“**Buyer**”). Seller, Manager, and Buyer are referred to collectively herein as the “**Parties**.” Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in Section 1.1.

RECITALS

WHEREAS, Legacy owns the improvements of Legacy Park (f/k/a Bell Bank Park), a 320-acre sports and entertainment complex located in Mesa, Arizona (the “Park”), and is the lessee under the Ground Lease upon which the Park improvements are constructed;

WHEREAS, Manager operates the Park under the terms of the QMA;

WHEREAS, on May 1, 2023 (the “**Petition Date**”), Legacy filed a voluntary petition for relief with the United States Bankruptcy Court for the District of Arizona (the “**Bankruptcy Court**”) under chapter 11 of title 11 of the United States Code (as amended, the “**Bankruptcy Code**”), and this case is being administered under Case No. 2:23-bk-02832-DPC (the “**Bankruptcy Case**”);

WHEREAS, Buyer, Seller, and Manager are contemplating, among other things, that Buyer (or another entity designated by Buyer on or before the Closing) will purchase Seller’s and Manager’s right, title and interest in and to the Purchased Assets and assume the Assumed Obligations from Seller and Manager as of the Closing, in each case on the terms and subject to the conditions set forth in this Agreement and subject to obtaining the Sale Order, each in form and substance acceptable to Buyer (the “**Acquisition**”);

WHEREAS, Legacy has requested Manager to provide certain services on a transition basis to Buyer and Legacy, as required by the QMA;

WHEREAS, the Parties desire to consummate the Acquisition as promptly as practicable following the satisfaction of the conditions precedent set out herein, including the issuance by the Bankruptcy Court of the Sale Order;

WHEREAS, Buyer (or another entity designated by Buyer on or before the Closing) desires to acquire the Purchased Assets and assume the Assumed Obligations from Seller and Manager as of the Closing, in each case, on the terms and subject to the conditions set forth herein, the Sale Order, each in form and substance acceptable to Buyer; and

WHEREAS, the transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated pursuant to the Sale Order;

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows:

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions.

Unless otherwise defined herein, capitalized terms used herein shall have the meanings set forth below:

“Accounts Receivable” means all accounts and notes receivable (whether current or non-current) in respect of goods shipped, products sold or services rendered prior to the Closing Date, including any vendor allowances owed to Sellers.

“Acquired Permits” shall mean all Permits (a) that are required or necessary in connection with the operation of the Park Facility, and (b) that are either (i) assignable to Buyer without the consent of the Governmental Authority or another Person, or (ii) not assignable to Buyer without the consent of the Governmental Authority or another Person, but for which such consent to assign has been received.

“Acquisition Documentation” means this Agreement and all Orders and all other documents to be entered into or delivered by any party in connection with the transactions contemplated by this Agreement.

“Affiliate” of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether by contract, through the ownership of voting securities or otherwise.

“Agreement” means this Asset Purchase Agreement, including all the Exhibits and the Schedules, as the same may be amended from time to time in accordance with its terms.

“Allocation” has the meaning set forth in Section 9.6(b).

“Assignment and Assumption” has the meaning set forth in Section 3.5(g).

“Assumed Contracts” has the meaning set forth in Section 2.1(h).

“Assumed Equipment Leases” has the meaning set forth in Section 2.1(g).

“Assumed Executory Contracts” means the Assumed Contracts and the Assumed Equipment Leases.

“Assumed Obligations” has the meaning set forth in Section 2.3(a).

“Assumed Post-Petition Vendor Payables” has the meaning set forth in Section 2.3(a)(ii).

“Bankruptcy Case” has the meaning set forth in the Recitals.

“Bankruptcy Code” has the meaning set forth in the Recitals.

“Bankruptcy Court” has the meaning set forth in the Recitals.

“**Bond Trustee**” shall mean UMB Bank, N.A., solely in its capacity as the indenture trustee under that certain Indenture of Trust Agreement dated August 1, 2020.

“**Books and Records**” means all records and lists of Seller and Manager relating, in the case of Manager, to Manager’s operation of the Park pursuant to the QMA, including, (i) all inventory and merchandise records, analysis reports, marketing reports, research and development materials and creative material, (ii) all records relating to Customers, suppliers or personnel of Seller and Manager (including Customer lists, mailing lists, email address lists, recipient lists, sales records, correspondence with Customers, Customer files and account histories, supply lists and records of purchases from and correspondence with suppliers), (iii) all records relating to all product, business and marketing plans of Seller and Manager, and (iv) all financial and accounting records, and (v) all books, ledgers, files, reports, plans, drawings and operating records of every kind.

“**Business Day**” means any day other than a Saturday, a Sunday or a day on which banks located in New York, New York shall be authorized or required by Law to close.

“**Buyer**” has the meaning set forth in the preamble hereto.

“**Cash**” shall mean all cash and cash equivalents (including bonds, certificates of deposit, U.S. Treasury bills and similar investments that are marketable securities and short-term investments) of Sellers, including Earned Restricted Cash.

“**CERCLA**” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), and any Laws promulgated thereunder.

“**Claim**” has the meaning set forth in Section 101(5) of the Bankruptcy Code and, for the avoidance of doubt, shall include Administrative Claims.

“**Closing**” has the meaning set forth in Section 3.1.

“**Closing Date**” has the meaning set forth in Section 3.3.

“**Code**” means the United States Internal Revenue Code of 1986, as amended.

“**Commitment**” has the meaning in Section 10.23.

“**Consideration Shares**” shall mean, preferred equity interests in Holdco issued on the Closing Date on the terms and conditions for the preferred equity interest set forth in the limited liability company agreement circulated by Paul Hastings LLP to Spencer Fane on November 20, 2023 at 6:44 p.m. PT, subject to updated to the common equity required to be funded at Closing.

“**Contingent Obligation**” shall mean, as to any Person, any obligation, agreement, understanding or arrangement of such Person guaranteeing or intended to guarantee any Indebtedness, leases, dividends or other obligations (“primary obligations”) of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, including any obligation, agreement, understanding or arrangement of such Person, whether or not contingent, (a) to purchase any such primary obligation or any property constituting direct or indirect security therefor; (b) to advance or supply funds (i) for the purchase or payment of any such primary obligation or (ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth, net equity, liquidity, level of income, cash flow or solvency of the primary obligor; (c) to purchase or lease property, securities or services primarily for the purpose of assuring the primary obligor of any such primary obligation of the ability of the primary obligor to make

payment of such primary obligation; (d) with respect to bankers' acceptances, letters of credit and similar credit arrangements, until a reimbursement or equivalent obligation arises (which reimbursement obligation shall constitute a primary obligation); or (e) otherwise to assure or hold harmless the primary obligor of any such primary obligation against loss (in whole or in part) in respect thereof; *provided, however*, the term "Contingent Obligation" shall not include endorsements of instruments for deposit or collection in the ordinary course of business or any product warranties given in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation, or portion thereof, in respect of which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable, whether singly or jointly, pursuant to the terms of the instrument, agreements or other documents or, if applicable, unwritten agreement, evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated Liability in respect thereof (assuming such Person is required to perform thereunder).

"Contract" means any agreement, license, contract, lease, commitment, or other binding arrangement or understanding, whether written or oral, and with respect to any contract or lease to which Legacy is a party, such contract or lease which Legacy is permitted to assume and assign pursuant to Bankruptcy Code § 365.

"Cure" means a Claim for all unpaid monetary obligations, or such lesser amount as may be agreed upon by the parties, under an Executory Contract or Unexpired Lease assumed by Legacy and assigned to Buyer pursuant to Bankruptcy Code § 365.

"Customers" means, with regard to Seller and Manager and solely related to the operations of the Park, any person or entity that purchased goods or services.

"Designation Deadline" has the meaning set forth in Section 2.7.

"DIP Facility" means that certain Priming Superpriority Debtor-In-Possession Credit Agreement dated on or about May 5, 2022 by and between Legacy and the Bond Trustee, as amended from time to time and as in effect on the date of this Agreement.

"Earned Restricted Cash" means any amount of Restricted Cash that is earned prior to the Closing Date, but excluding any Restricted Cash to the extent that it is prepaid on account of services to be performed following the Closing.

"Environmental Laws" means, whenever in effect, all federal, state, and local statutes, Laws, ordinances, directives and other provisions having the force or effect of Law, all judicial and administrative Orders and determinations, all contractual obligations and all common Law, in each case concerning public health and safety, pollution or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, processing, discharge, Release, threatened Release, control, or cleanup of any Hazardous Substances or wastes (including CERCLA and analogous state Laws).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and all Laws issued thereunder.

"Escrow Account" has the meaning set forth in Section 3.4(a)(i).

"Escrow Agreement" has the meaning set forth in Section 3.4(a)(i).

“Excluded Assets” has the meaning set forth in Section 2.2(a).

“Excluded Contracts” has the meaning set forth in Section 2.2(a)(v).

“Excluded Environmental Liabilities” means any Liability (including any investigatory, corrective or remedial obligation) arising from Environmental Laws and related to (a) Legacy or any predecessor or Affiliate of Legacy, (b) Manager or any predecessor or Affiliate of Manager, (c) the operation of the Park prior to the Closing, (d) any Excluded Asset, (e) any property, facility, or location other than the Park or the Facilities, or (f) any operations, events, conditions, or circumstances occurring or existing on or prior to the Closing Date, including any Release, threatened Release, treatment, storage, disposal, or arrangement for disposal of or any exposure of any Person to Hazardous Substances occurring or existing on or prior to the Closing Date.

“Excluded Liabilities” has the meaning set forth in Section 2.4(a).

“Exclusivity Period” the period from October 25, 2023 until December 8, 2023, or such later date as may be agreed by Buyer, Legacy, the Creditors’ Committee, and Bond Trustee and is approved by the Bankruptcy Court. If at any time Buyer advises Legacy that Buyer is no longer pursuing the sale of Legacy’s assets, the Exclusivity Period will terminate.

“Executive Officer” of a Person means its chairman, chief executive officer, manager, chief financial officer, president, any vice president, secretary, controller, treasurer or general counsel.

“Facilities” means, collectively, the Park.

“Final Deadline” means December 8, 2023.

“Financial Statements” has the meaning set forth in Section 4.5(a).

“GAAP” means, at a given time, United States generally accepted accounting principles, consistently applied.

“Governmental Authority” means any federal, state, local, municipal, foreign, supranational or other governmental or quasi-governmental authority of any nature (including any governmental agency, branch, bureau, commission, department, official or entity and any court or other tribunal), or any administrative, executive, judicial, legislative, police, regulatory or taxing authority, or arbitral body.

“Ground Lease” means that certain “Ground Lease” dated May 20, 2020, as amended by that certain “First Amendment to Ground Lease” dated June 9, 2020, that certain “Amendment No. 1 to Ground Lease” dated July 27, 2020, a “Third Amendment to Ground Lease” dated December 14, 2022, and a “Fourth Amendment to Ground Lease and Forbearance Agreement” dated February 1, 2023 all between Legacy and Landlord.

“Hazardous Substances” means any pollutants, contaminants or chemicals, and any industrial, toxic or otherwise hazardous materials, substances or wastes and any other substance with respect to which Liability or standards of conduct may be imposed under any Environmental Laws, including petroleum and petroleum related substances, products, by products and wastes, asbestos, urea, formaldehyde and lead based paint.

“**Holdco**” means AZ Athletic Holdings LLC which will directly hold 100% of the equity interests in Buyer at Closing.

“**HSR Act**” means the Hart Scott Rodino Antitrust Improvements Act of 1976, as amended, and the rules and Laws thereunder.

“**Improvements**” means all buildings, structures, improvements and fixtures which are owned by Sellers and are located on any real property leased by the Sellers.

“**Indebtedness**” of any Person means, without duplication, (a) all obligations of such Person for borrowed money or advances; (b) all obligations or liabilities of such Person evidenced by bonds, debentures, notes, loan agreements or similar instruments; (c) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person (even though the rights and remedies of the seller or lenders under such agreement in the event of default are limited to repossession or sale of such property); (d) all obligations of such Person issued or assumed as part of the deferred purchase price of property or services (excluding trade accounts payable and accrued obligations incurred in the ordinary course of business on normal trade terms and not overdue by more than 90 days); (e) all indebtedness secured by any Lien on property owned or acquired by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not the obligations secured thereby have been assumed, but limited to the lower of (f) the fair market value of such property and (g) the amount of the Indebtedness secured; (h) all capital lease obligations of such Person; (i) any commitment by which such Person assures a creditor against loss (including all obligations of such Person for the reimbursement of any obligor in respect of letters of credit, letters of guaranty, bankers’ acceptances and similar credit transactions) or other indebtedness guaranteed in any manner by such Person; (j) all uncashed checks issued by such Person that are outstanding as of the Closing Date; and (k) all Contingent Obligations of such Person in respect of Indebtedness or obligations of others of the kinds referred to in clauses (a) through (j) above. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person’s ownership interest in or other relationship with such entity, except (other than in the case of general partner Liability) to the extent that terms of such Indebtedness expressly provide that such Person is not liable therefor.

“**Insider**” means any Executive Officer, director, governing body member, partner or Affiliate, as applicable, of Seller and Manager, Affiliate of Seller and Manager or any individual related to any such individual or any entity in which any such Person owns any beneficial interest.

“**Insight Conditions**” means (a) the purchase by Buyer from Insight Investments, LLC, a Delaware limited liability company (“**Insight**”) and the sale from Insight to Buyer of, and the transfer from Insight to Buyer of, good and marketable title (free and clear of any and all Liens) to, all equipment described in, or an amendment to the terms of, that certain Master Lease Agreement No. 9586 dated September 13, 2021 by and between Legacy and Insight, as amended from time to time, and (b) the release by Insight of any administrative rent claim it may have in the Bankruptcy Case, on documentation in form and substance acceptable to Buyer and Seller and otherwise on terms and subject to the conditions satisfactory to Buyer in its sole discretion.

“**Intellectual Property**” means all of the following in any jurisdiction throughout the world: (a) patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations in part, revisions, divisionals, extensions and reexaminations thereof, (b) trademarks, service marks, designs, trade dress, logos, slogans, trade names, internet domain names, URLs, corporate names, all applications, registrations and renewals in connection therewith, together with all goodwill associated with any of the foregoing, (c) copyrights and copyrightable works, and all applications, registrations and

renewals in connection therewith, (d) trade secrets and confidential business information (including chemical formulations, ideas, research and development, know how, inventions, technology, formulas, compositions, manufacturing and production processes and techniques, technical data, customer and supplier lists, designs, drawings, plans and specifications, each deemed to be confidential and maintained in confidence), (e) computer software (including source code, executable code, data, databases and related documentation), websites and telephone numbers, and (f) copies and tangible embodiments of any of the foregoing in whatever form or medium.

“Intellectual Property Assignments” has the meaning set forth in Section 3.5(h) hereof.

“Inventory” means all inventory of goods, merchandise, supplies and other inventory owned by Seller and Manager as of the Closing Date and held for resale in the Ordinary Course of Business. The term “Inventory” shall also include all inventory in transit to Seller and Manager or their Customers in the Ordinary Course of Business that has not been delivered as of the Closing Date.

“Key Stakeholders” mean, collectively, each of Seller’s key stakeholders including, Landlord, Manager, any of the Mechanics Lienholders, the Bond Trustee, Insight Investments, LLC, Macrolease Corporation/Eastern Funding LLC, National Sports Opportunity Partners LLC, Full Swing Golf, Inc., Leftfield Development, LLC, and Shamrock.

“Knowledge of Seller” or **“Seller’s Knowledge”** means the actual, not constructive or imputed knowledge, of Keith Bierman, chief restructuring officer of Legacy, without any obligation on his part or Seller’s part to make any independent investigation of the matters being represented and warranted, or to make an inquiry of any other person or to search, examine any files, records, books, correspondence and the like. Furthermore, it is understood and agreed that Mr. Bierman shall have no personal liability in any manner whatsoever hereunder or otherwise related to the transactions contemplated hereby.

“Landlord” means Pacific Proving, LLC, a Delaware limited liability company.

“Law” means any law, statute, regulation, code, decree, constitution, ordinance, treaty, rule of common law, or Order of, administered or enforced by or on behalf of, any Governmental Authority.

“Latest Balance Sheet” has the meaning set forth in Section 4.5(a).

“Liability” means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due and regardless of when asserted).

“Lien” or **“Liens”** means any lien (statutory or otherwise), Claim, Indebtedness, hypothecation, encumbrance, obligation, security interest, interest, mortgage, pledge, restriction, charge, instrument, preference, priority, security agreement, easement, covenant, encroachment, option, lease, license, right of recovery, right of setoff, right of pre-emption, right of first refusal or other Third Party right, Tax lien, or Order of any Governmental Authority of any kind or nature (including (a) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (b) any assignment or deposit arrangement in the nature of a security device, and (c) any Claim based on any theory that Buyer is a successor or continuation of Seller or Manager), whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown.

“Liquor License” means that certain license issued by the Arizona Department of Liquor Licenses and Control No. 006070015184 held by Lifestyle Sports, LLC and subject to an agreement with Manager to sell alcoholic beverages at the Park.

“M&O Agreements” means the Management and Operation Agreements entered into between Sports and certain youth sports clubs prior to the Petition Date pursuant to which Sports acts as manager of the clubs’ operations for the term of the respective agreement between each club and Sports as currently being fulfilled by Manager.

“Macrolease Conditions” means the purchase by Buyer from Macrolease Corporation/Eastern Funding LLC, a Rhode Island Corporation (**“Macrolease”**) and the sale from Macrolease to Buyer of, and the transfer from Macrolease to Buyer of, good and marketable title (free and clear of any and all Liens) to, all assets described in, or an amendment to the terms of, that certain Master Equipment Finance Agreement #5030563 dated December 8, 2021 between Legacy Sports USA, LLC and Macrolease, as amended from time to time, on documentation in form and substance acceptable to Buyer and otherwise on terms and subject to the conditions set forth therein, in each case, satisfactory to Buyer in its sole discretion.

“Material Adverse Effect” means any event, change, condition or matter that (individually or in the aggregate) results in or could reasonably be expected to be materially adverse to or materially impair the revenue or anticipated revenue of the Park or the value of the Purchased Assets or result in a material adverse effect on or change in the operation, results of operations or condition (financial or otherwise) of the Purchased Assets or the Park, taken as a whole, or which materially impairs the ability of Sellers to perform their respective obligations under this Agreement or has a material adverse effect on or prevents or materially delays the consummation of the transactions contemplated hereby.

“Material Contract” has the meaning set forth in Section 4.9(iii).

“Mechanics Lienholders” means any Person that holds a mechanics lien under applicable law (either directly or through a general contractor) against the Seller or any of its property or assets, including the Persons listed on Schedule M.

“Monetary Liens” has the meaning set forth in Section 10.23.

“Mortgages” has the meaning set forth in Section 10.23.

“MOU” means a memorandum of understanding among certain of the Mechanics Lienholders, the Landlord, the Bond Trustee, Buyer (or its designee) and certain other Persons, which is in form and substance reasonably satisfactory to Buyer.

“Non-Objectionable Encumbrances” has the meaning set forth in Section 10.23.

“Non-Owned Property” means all Tangible Personal Property utilized in the Ordinary Course of Business of the Park that is not owned or leased by Seller or Manager.

“Notice” means any written summons, citation, directive, letter or other communication from the United States Environmental Protection Agency or any Governmental Authority, or any other entity or any individual and shall include the imposition of any Lien on property owned, leased, occupied or used by Seller or Manager pursuant to any Environmental Law.

“Order” means any award, decision, decree, order, injunction, ruling, judgment, or consent of or entered, issued, made or rendered by any Governmental Authority.

“Ordinary Course of Business” means the ordinary course of business of Legacy and/or Manager (as the context requires), consistent in all material respects (including with respect to quantity and frequency) with past custom and practice of Legacy and Manager as of Petition Date. Without limiting the effect of the foregoing, the term “Ordinary Course of Business” as used herein shall be no broader than the term “ordinary course of business” as used in Section 363 of the Bankruptcy Code.

“Other Bid” means any offer or proposal, credit or other bid in connection with, or any indication of interest in, any of the following (other than pursuant to the terms of this Agreement): (i) any direct or indirect acquisition or purchase of any portion of the capital stock, membership interests or other equity or ownership interest of Seller, any Purchased Assets or other material assets of Seller; (ii) any merger, consolidation or other business combination relating to Seller or the Purchased Assets; or (iii) any recapitalization, reorganization or any other extraordinary business transaction involving or otherwise relating to Seller or the Purchased Assets, in each case, other than the transactions contemplated in this Agreement.

“Other Conditions” means the purchase by Buyer from any Person (other than Insight and Macrolease), including National Sports Opportunity Partners LLC (**“NSOP”**), Full Swing Golf, Inc. (**“Full Swing”**), Leftfield Development, LLC (**“Leftfield”**), Shamrock Foods Company (**“Shamrock”**) of, and the transfer from NSOP, Full Swing, Leftfield, Shamrock or such other Person, as applicable, to Buyer of, good and marketable title (free and clear of any and all Liens) to, all equipment or other assets described in, or an amendment to the terms of, any purchase agreement, lease agreement or other similar arrangement between Legacy and NSOP, Full Swing, Leftfield, Shamrock or such other Person, as applicable, in each case, as amended from time to time, and in each case, on documentation in form and substance acceptable to Buyer and otherwise on terms and subject to the conditions set forth therein, in each case, satisfactory to Buyer in its sole discretion.

“Owned Improvements” means all buildings, structures, fixtures and other improvements located on the leasehold under the Ground Lease (including all electrical, mechanical, plumbing and other building systems; fire protection, security and surveillance systems; telecommunications, computer, wiring and cable installations; utility installations; water distribution systems; and landscaping) and all easements, rights of way, servitudes, tenements, hereditaments, appurtenances, privileges and other rights and interests appurtenant thereto, owned by Legacy.

“Pacific Proving Condition” means (a) delivery by Landlord to Buyer of a duly executed amendment and restatement of the Ground Lease, which shall be in form and substance acceptable to Buyer, (b) delivery by Landlord to Buyer of an estoppel certificate executed by the Landlord in form and substance satisfactory to Landlord and Buyer, (c) delivery by Landlord to Buyer of an assignment of the Ground Lease in form and substance satisfactory to Landlord and Buyer, and (d) evidence that Pacific Proving, LLC has paid into the Escrow Account immediately available funds in an amount equal to \$6,042,000.

“Parties” has the meaning set forth in the preamble hereto.

“Pension Plans” means any “pension plan” (as defined in ERISA § 3(2)), without regard to whether such plan is subject to ERISA.

“Permits” means licenses, permits, approvals, certificates of occupancy, authorizations, operating permits, registrations, plans and the like, in each case that are required or necessary in connection with the operation of the Park.

“Permitted Purchased Asset Liens” means (a) Liens granted by Buyer in connection with any financing of Buyer related to the purchase of the Purchased Assets pursuant to this Agreement, (b) Liens that arise under zoning, land use and other similar laws, none of which would detract in any material respect from the value of or interfere in any material respect with the ownership or operation by Buyer of any underlying Purchased Asset following the Closing, and (c) immaterial Liens securing obligations of Buyer arising from and after the Closing Date and granted or otherwise created by the language of any Assumed Executory Contract.

“Permitted Released Lien” means any and all Liens that will be released from the Purchased Assets at or prior to Closing by virtue of the entry of the Sale Order.

“Person” means any corporation, partnership (including any limited partnership and any limited liability partnership), joint venture, limited liability company, organization, trust, entity, authority or natural person.

“Personal Information” means: (i) any data and information that, whether alone or in combination with any other data or information, identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked with a natural Person, system or device (e.g., name, street address, telephone number, e-mail address, Social Security numbers, driver’s license number, passport number, credit card number, user or account number, IP addresses, credentials, device IDs, geographic location, platform, biometric information or transaction history, etc.); or (ii) data or information considered “personal information,” “personally identifiable information,” “individually identifiable health information,” “protected health information,” “user data,” “customer data,” “sensitive data,” “individual data,” “personal financial information” or “personal data” (or similar term or terminology) under Privacy Laws.

“Petition Date” has the meaning set forth in the Recitals.

“Plan Administrator” means a plan administrator or liquidating trustee appointed under any plan or reorganization confirmed in the Bankruptcy Case.

“Pre-Closing Escrow Amount” means the funds in an aggregate amount equal to \$500,000 to be deposited into the Escrow Account pursuant to Section 3.4(c).

“Prepetition Credit Agreements” has the meaning set forth in the DIP Facility.

“Privacy Laws” means all applicable Laws issued by any Governmental Authority and binding industry guidance, in each case as amended, consolidated, re-enacted or replaced from time to time, relating to the privacy, security, or Processing of Personal Information, data breach notification, website and mobile application privacy policies and practices, Social Security number protection, Processing and security of payment card information, and email, text message, or telephone communications, including, as applicable, the Federal Trade Commission Act; the Telephone Consumer Protection Act; the Telemarketing and Consumer Fraud and Abuse Prevention Act; the Controlling the Assault of Non-Solicited Pornography and Marketing Act; the Children’s Online Privacy Protection Act; the California Consumer Privacy Act (“CCPA”); the Computer Fraud and Abuse Act; the Payment Card Industry Data Security Standards; and all other similar federal, state, and local laws and guidance.

“Privacy Policies” means each external or internal, past or present, training, manual, policy, notice, and/or statement or documents relating to Personal Information, including privacy policies and terms of use.

“Proceeding” means any charge, complaint, dispute, demand, grievance, action, litigation, audit, investigation, review, inquiry, arbitration, suit in equity or at Law, administrative, regulatory or quasi-judicial proceeding, account, or cause of action of whatever kind or character.

“Process” or **“Processing”** means any operation or set of operations which is performed on Personal Information, such as the use, collection, processing, storage, recording, organization, adaption, alteration, transfer, retrieval, consultation, disclosure, dissemination or combination of such Personal Information.

“Purchased Assets” has the meaning set forth in Section 2.1.

“Purchase Price” has the meaning set forth in Section 3.1.

“QMA” means the Qualified Management Agreement dated as of April 14, 2023 between Legacy and Manager relating to management of the Park.

“Real Property Laws” has the meaning set forth in Section 4.14(b).

“Release” has the meaning set forth in CERCLA.

“Representative” means, with respect to any Person, any director, officer, partner, member, stockholder, Affiliate, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

“Restricted Cash” means (a) Seller’s and Manager’s interest (if any) in any Cash, or rights to Cash, held by a Third Party as a security deposit or other form of collateral or security in respect of a payment or performance obligation of Seller or Manager to which it does not have unrestricted access, and (b) Cash in a deposit, securities or other account of Seller and/or Manager to the extent that checks, drafts or other instruments have been issued by Seller or Manager against that account but have not been debited against that account.

“Sale Order” means the order, entered by the Bankruptcy Court in the Bankruptcy Case, authorizing the sale of the Purchased Assets to, and the assumption of the Assumed Liabilities by, the Buyer as an order approving such transaction under Bankruptcy Code §§ 363 and 365.

“Schedules” means the schedules attached hereto.

“Seller” has the meaning set forth in the preamble hereto.

“Seller’s Intellectual Property” has the meaning set forth in Section 4.8(b).

“Seller’s Response Notice” has the meaning set forth in Section 10.23.

“Sports” means Legacy Sports USA, LLC.

“Survey” has the meaning set forth in Section 10.23.

“Tangible Personal Property” means, with respect to any Person, all tangible personal property, including all machinery, equipment (including all transportation and office equipment), vehicles, front-end systems, tools, computers, point-of-sale systems, rolling stock, replacement parts, shopping carts, signage, mobile phones, personal digital assistants, fixtures, trade fixtures, computer equipment, hardware, peripherals, information technology infrastructure, telephone systems, furniture, office supplies, production

supplies, other miscellaneous supplies, and other tangible personal property of any kind or nature owned by such Person, including all such items which are located at or in any building, warehouse, office or other space leased, owned or occupied by such Person or any other space where any of Such Person's properties or other assets may be situated, including possession of all assets governed by or otherwise subject to any capital lease of such Person.

“**Tax**” means with respect to any Person (a) all federal, state, local, county, foreign and other taxes, unclaimed property and escheat obligations, assessments or other government charges, including any income, alternative or add on minimum tax, estimated gross income, gross receipts, sales, use, *ad valorem*, value added, transfer, capital stock, franchise, profits, license, registration, recording, documentary, intangibles, conveyancing, gains, withholding, payroll, employment, social security (or similar), unemployment, disability, excise, severance, stamp, occupation, premium, property (real and personal), environmental or windfall profit tax, custom duty or other tax, governmental fee or other like assessment, charge, or tax of any kind whatsoever, together with any interest, penalty, addition to tax or additional amount imposed by any Governmental Authority responsible for the imposition of any such tax (domestic or foreign) whether such Tax is disputed or not, (b) Liability for the payment of any amounts of the type described in clause (a) above relating to any other Person as a result of being party to any agreement to indemnify such other Person, being a successor or transferee of such other Person, or being a member of the same affiliated, consolidated, combined, unitary or other group with such other Person, or (c) Liability for the payment of any amounts of the type described in clause (a) arising as a result of being (or ceasing to be) a member of any affiliated group (or being included (or required to be included) in any Tax Return relating thereto).

“**Tax Return**” means any report, return, declaration, claim for refund or other information or statement supplied or required to be supplied by any Person relating to Taxes, including any schedules or attachments thereto and any amendments thereof.

“**Third Party**” means any Person other than Seller, Manager or Buyer or any of their respective Affiliates.

“**Title Affidavit**” means the title affidavit, duly executed and delivered by Legacy, in form and substance satisfactory to Buyer.

“**Title Company**” means that certain title insurance company issuing a leasehold owner's and mortgagee's title insurance policy insuring the Buyer's leasehold estate and its lender's first priority lien on the Ground Lease.

“**Title Objections**” has the meaning set forth in Section 10.23.

“**Transfer Taxes**” has the meaning set forth in Section 9.6(c).

“**Treasury Regulations**” means the regulations promulgated by the United States Department of the Treasury pursuant to and in respect of provisions of the Code. All references herein to Sections of the Treasury Regulations shall include any corresponding provision or provisions of succeeding, similar, substitute, proposed or final Treasury Regulations.

“**TSA Condition**” means delivery by Seller and Manager to Buyer of a duly executed transition services agreement between Buyer and Seller and Manager relating to assistance in transitioning operation of the Park to Buyer and assistance in transitioning the cash management related to the operation of the Park to Buyer, which transition services agreement shall be in form and substance acceptable to Buyer in its sole discretion.

“**Unearned Restricted Cash**” means the amount of Restricted Cash that is not earned as of the Closing Date.

1.2 Rules of Construction.

All references in this Agreement to Exhibits, Schedules, Annexes, Articles, Sections, subsections and other subdivisions refer to the corresponding Exhibits, Schedules, Annexes, Articles, Sections, subsections and other subdivisions of this Agreement unless expressly provided otherwise. In this Agreement, the words “this Agreement,” “herein,” “hereby,” “hereunder” and “hereof” and words of similar import, refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited; the words “this Section,” “this subsection” and words of similar import refer only to the Sections or subsections hereof in which such words occur; the word “including” (in its various forms) means “including, without limitation”, unless the context otherwise requires; pronouns in masculine, feminine or neutral genders shall be construed to state and include any other gender and, unless the context otherwise requires, the word “or” is disjunctive but not necessarily exclusive; and words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Any reference to “\$” or “dollars” means the currency of the United States of America. References to any agreement or contract are to such agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any statute and related regulation shall include any amendments of the same and any successor statutes and regulations.

ARTICLE II PURCHASE AND SALE; ASSUMPTION OF CERTAIN LIABILITIES

2.1 Purchase and Sale of Assets.

Subject to the terms and conditions set forth in this Agreement, at the Closing, Seller and Manager shall sell, contribute, convey, assign, transfer and deliver to Buyer, free and clear of any and all Liens (other than Permitted Purchased Asset Liens), whether arising prior to or subsequent to the Petition Date, and Buyer shall purchase, acquire and take assignment and delivery of, for the consideration specified in Section 3.1 all rights, titles and interests of every kind and nature of Seller and Manager (including indirect and other forms of beneficial ownership) in and to all of the properties, assets and rights (contractual or otherwise) of Seller and Manager, whether tangible or intangible, real or personal, and wherever located and by whomever possessed, including all of the following properties, assets and rights of Seller and Manager, but excluding (and excluding only except as qualified by Section 2.1(p)) the Excluded Assets (all of the properties, assets and rights to be sold, contributed, conveyed, assigned, transferred and delivered pursuant to this Section 2.1 shall be referred to herein as the “**Purchased Assets**”):

- (a) all rights of Legacy arising under the Ground Lease;
- (b) all Accounts Receivable and all deposits with vendors and notes payable by Customers as of the Closing Date, and all other deposits, advances, prepayments, prepaid expenses, rights under warranties and guaranties, rights in respect of promotional allowances, vendor rebates, vendor allowances and to other refunds (all Accounts Receivable and all deposits with vendors and notes payable by Customers as of the Closing Date shall be set forth on Schedule 2.1(b) delivered from the Seller to Buyer pursuant to and in accordance with Section 7.2(g));
- (c) all Unearned Restricted Cash as of the Closing Date (a schedule of all Unearned Restricted Cash and which allocates such Unearned Restricted Cash among the M&O Agreements and the extent to which such Unearned Restricted Cash is held by Manager, Legacy or another Person shall be set

forth on Schedule 2.1(c) delivered from Sellers to Buyer pursuant to and in accordance with Section 7.2(g);

(d) all Inventory of Seller (wherever held);

(e) all Tangible Personal Property of Seller and Manager related, in the case of Manager, to Manager's obligations under the QMA, including as set forth on Schedule 2.1(e);

(f) all Intellectual Property owned by Seller and Manager related, in the case of Manager, to Manager's obligations under the QMA (including all of the Intellectual Property set forth on Schedule 4.8(a)), together with all income, royalties, damages and payments arising out of or relating to enforcement, licensing, transfer or sale of such Intellectual Property and due or payable to Seller and Manager as of the Closing or thereafter, including damages and payments for past, present or future infringements or misappropriations thereof, or other conflicts therewith, the right to sue and recover for past, present or future infringements or misappropriations thereof, or other conflicts therewith, and any and all corresponding rights that, now or hereafter, may be secured throughout the world, including all copies and tangible embodiments of any such Intellectual Property in Seller's and Manager's possession or control;

(g) the equipment leases of Seller and Manager, as applicable, set forth on Schedule 2.1(g), as such list may be modified pursuant to Section 2.7 (the "**Assumed Equipment Leases**");

(h) all rights of Seller and Manager under the Contracts of Seller and Manager, as applicable, set forth on Schedule 2.1(h), as such list may be modified pursuant to Section 2.7 (the "**Assumed Contracts**"), including all security deposits thereunder, and all contractual rights of Seller and Manager to indemnification, exculpation, advancement or reimbursement of expenses thereunder;

(i) [reserved];

(j) all credits, refunds and proceeds under insurance policies of the Seller and Manager (other than directors and officers insurance policies), other than (except as set forth in the proviso at the end of this clause (j)) proceeds of insurance that relate to events that occurred prior to the Closing Date; provided, that proceeds any insurance policy with respect to which Buyer is an insured or an additional insured shall be included in the Purchased Assets;

(k) all goodwill and all other intangible assets and property of Seller;

(l) to the extent available and valid, all manufacturer's warranties related to any of the other Purchased Assets;

(m) all point-of-sale item data related to the Park in an electronic format useable by Buyer;

(n) the Owned Improvements;

(o) all such other properties, assets and rights (contractual or otherwise) of Sellers as of the Closing Date, whether tangible or intangible, real or personal and wherever located and by whomever possessed which are not otherwise expressly set forth above as Purchased Assets and are not Excluded Assets; and

(p) Notwithstanding the enumeration of Purchased Assets set forth in Section 2.1(a) to (o), as to Manager, the Purchased Assets shall include only those assets that Manager holds for the benefit of (or on behalf of) Seller, that are related to Manager's duties, obligations, and performance under the QMA, or that are related to the Seller, the Park or the business or operations conducted thereon.

2.2 Excluded Assets.

(a) Notwithstanding anything to the contrary in this Agreement, except as set forth above in Sections 2.1(e), (f) and (p), only the following assets of Seller shall be retained by Seller and Manager and are not being sold or assigned to Buyer hereunder (all of the following are referred to collectively as the "**Excluded Assets**"):

(i) all Cash, including Earned Restricted Cash related to M&O Agreements and/or Material Contracts, including for events scheduled in the future.

(ii) all Claims, causes of action and defenses and held by or otherwise belonging to Sellers, in each case to the extent arising prior to the date of this Agreement, including commercial contract Claims and defenses, tort Claims and defenses, causes of action, rights of setoff and recoupment, credits, and defenses under Assumed Executory Contracts, and commercial tort claims and defenses (whether known or unknown, matured or unmatured, accrued or contingent, regardless of whether such rights are currently exercisable);

(iii) all Non-Owned Property set forth on Schedule 2.2(a)(iii);

(iv) any equipment leases of Seller and Manager related to equipment at the Park or otherwise set forth on Schedule 2.2(a)(iv), as such list may be modified pursuant to Section 2.7 (the "**Excluded Equipment Leases**");

(v) all rights of Seller and Manager under all Contracts of Seller and Manager that relate solely to the Park or are not designated by Buyer as Assumed Contracts (the "**Excluded Contracts**");

(vi) all manufacturer's warranties relating solely to the Excluded Assets;

(vii) all Books and Records and all advertising, marketing and promotional materials and all other printed or written materials, in each case relating solely to the Excluded Assets;

(viii) originals of Seller's and Manager's minute books and organizational documents;

(ix) any asset of Seller or Manager that would constitute a Purchased Asset (if owned by Seller or Manager on the Closing Date) that is conveyed or otherwise disposed of or used during the period from the date hereof to the Closing in the Ordinary Course of Business or as otherwise permitted by the terms of this Agreement;

(x) all insurance policies held by Seller and Manager and all credits, refunds and proceeds under Seller's or Manager's directors and officers insurance policies, and (except as set forth in the proviso at the end of this clause (x)) all proceeds of insurance that relate to events that occurred prior to the Closing Date; provided, that proceeds any insurance policy with respect to which Buyer is an insured

or an additional insured shall not be included in the Excluded Assets and shall instead constitute Purchased Assets;

(xi) all Personal Information collected under Legacy Cares' Privacy Policy, including but not limited to PII relating to donations and youth mentorship programs;

(xii) all bank accounts, safety deposit boxes, depository accounts, securities accounts and lock boxes of Seller and Manager (excluding, for the avoidance of doubt, any Cash held therein);

(xiii) all other assets listed on Schedule 2.2(a)(xii);

(xiv) the utility deposit held by Salt River Project; and

(xv) Accounts Receivable earned as of November 30, 2023 and collected on or prior to December 15, 2023, to the extent that Buyer agrees to include such Accounts Receivable as Excluded Assets following Buyer's receipt of Seller's proposed Schedule 2.1(b) and Schedule 2.3(a)(ii) pursuant to and in accordance with Section 7.2(g), it being agreed that thereafter Buyer and Seller may agree in writing on or prior to the Closing Date to remove Accounts Receivable that are collected prior to December 15, 2023 from the definition of "Excluded Assets".

(b) Notwithstanding anything in this Agreement to the contrary, Buyer may in its sole and absolute discretion, at any time on or prior to the Designation Deadline, elect not to acquire any of the assets, properties, and rights of Seller and Manager, and any asset so designated by Buyer shall be an Excluded Asset for all purposes hereunder; provided that such designation shall not result in any reduction to the Purchase Price.

2.3 Assignment and Assumption of Liabilities.

(a) Subject to the terms and conditions set forth in this Agreement, including Section 2.4, Buyer shall assume from Seller and Manager and thereafter Buyer shall be responsible for the payment, performance or discharge of only the following liabilities and obligations of Seller and Manager (all such liabilities and obligations assumed pursuant to this Section 2.3(a) shall be referred to herein as the "Assumed Obligations"):

(i) all obligations under the Assumed Executory Contracts, including Ground Lease, arising and accruing after the Closing Date and relating to the performance required under the Assumed Executory Contracts after the Closing Date, including costs incurred in connection with a dispute of the amount of any Cures or the assignability of such Assumed Executory Contracts;

(ii) all accounts payable arising in the Ordinary Course of Business in respect of goods and services provided to Seller and Manager after the Petition Date and on or prior to the Closing Date, solely to the extent that such accounts payable are expressly set forth on Schedule 2.3(a)(ii) (the "Assumed Post-Petition Vendor Payables") (accounts payable as of the Closing Date shall be set forth on Schedule 2.3(a)(ii) delivered from the Seller and Manager to Buyer pursuant to and in accordance with Section 7.2(g)); and

(iii) real property taxes with respect to the Purchased Assets for the Tax period beginning on July 1, 2023, and ending on December 31, 2023, that will become due and payable after the Closing Date.

(b) Section 2.3(a) shall not limit any Claims or defenses Buyer may have against any party other than Seller and Manager. The transactions contemplated by this Agreement shall in no way expand the rights or remedies of any Third Party against Buyer, Seller or Manager as compared to the rights and remedies which such Third Party would have had against Sellers absent the Bankruptcy Case had Buyer not assumed such Assumed Obligations.

2.4 No Other Liabilities Assumed.

(a) Notwithstanding anything to the contrary in this Agreement or any other Acquisition Documentation, Buyer shall not assume and shall not be liable or responsible in any way for any Liability, successor Liability, or obligation of Seller or Manager (including Liabilities relating to the pre-petition or post-petition operation of the Park, the Excluded Assets or to the Purchased Assets (and the use thereof)), whether relating to or arising out of the operation of the Park, the Excluded Assets or the Purchased Assets or otherwise, whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due, including any Indebtedness, or other obligation of Seller or Manager other than the Assumed Obligations (any such obligations, the “**Excluded Liabilities**”); *provided, however*, that in furtherance and not in limitation of the foregoing, Buyer is expressly not assuming any of the following Liabilities, whether accrued or fixed, absolute or contingent, known or unknown, determined or determinable, and whenever or wherever arising:

(i) all Liabilities of Seller, Manager or Sports that relate to any of the Excluded Assets;

(ii) except as expressly provided in this Agreement, all Liabilities of Seller, Manager or Sports relating to Taxes incurred prior to Closing (including with respect to the Purchased Assets or otherwise), including Taxes that may arise as a result of (A) any claim, audit, investigation, assessment, adjustment for any amount of Tax proposed, asserted, or assessed by any taxing authority, court, or other Governmental Authority against Sellers or (B) the sale of the Purchased Assets or the assumption of the Assumed Obligations pursuant to this Agreement and any deferred Taxes of any nature;

(iii) all Liabilities in respect of Indebtedness of Seller, Manager or Sports;

(iv) all Environmental Liabilities;

(v) [Reserved];

(vi) all Liabilities of Seller, Manager or Sports resulting from, caused by or arising out of, or which relate to, directly or indirectly, the conduct of Seller, Manager or Sports (or any of their current or former officers, directors, employees or agents) anywhere or ownership or lease of any properties or assets or any properties or assets previously used by Seller, Manager or Sports at any time, or other actions, omissions or events occurring prior to the Closing and which (A) constitute, may constitute, or are alleged to constitute a tort, breach of contract or violation of any Law or (B) relate to any and all Proceedings against Seller, Manager or Sports whether past, present, future, known or unknown, liquidated or unliquidated, accrued or contingent, pending or threatened;

(vii) all Liabilities arising out of or relating to any infringement or misappropriation of, or other conflict with, the Intellectual Property of any Third Party arising out of or related to the operation of the Park or any act or omission of Seller, Manager or Sports or any predecessor(s) or Affiliate(s) of Seller, Manager or Sports prior to the Closing;

(viii) except for the Assumed Obligations, all Liabilities arising out of, or relating to, any indemnification obligations of Seller, Manager or Sports, including indemnification obligations pursuant to supply agreements, service agreements, purchase agreements, leases and any other type of Contract, and Liabilities to indemnify or advance amounts to any officer, director, employee or agent of Sellers or Sports;

(ix) all Liabilities (whether known or unknown) with respect to the employees or former employees, or both (or their representatives) of Seller, Manager or Sports arising prior to the Closing Date, including payroll, wages, salaries, bonuses, commissions, benefits, retention or stay bonus arrangements, other compensation, sick leave, worker's compensation, unemployment benefits, pension benefits, employee equity option or profit sharing plans, health care plans or benefits, or any other employee plans or benefits or other compensation of any kind to any employee, and obligations of any kind, including Liabilities arising under any employment, severance, retention or termination agreement with any employee, consultant or contractor (or their representatives) of Seller, Manager or Sports;

(x) all Liabilities arising out of or relating to services, products or goods or product or service warranties of Sellers or Sports or any predecessor(s) or Affiliate(s) of Seller, Manager or Sports to the extent provided, developed, designed, manufactured, marketed, sold or distributed prior to the Closing;

(xi) all Liabilities for any legal, accounting, investment banking, financial advisory, consulting, reorganization, restructuring (including bankruptcy administrative expenses), brokerage or similar fees or expenses incurred by Seller, Manager or Sports in connection with, resulting from or attributable to the transactions contemplated by this Agreement, the Bankruptcy Case or otherwise;

(xii) all Liabilities of Seller, Manager or Sports to Buyer, its Affiliates, and its and its Affiliates' agents, advisors and representatives, whether under the Acquisition Documentation or otherwise;

(xiii) any credits or refunds due to Seller's, Manager's or Sports' Customers relating to the operation of the Park prior to the Closing Date; and

(xiv) any cash overdrafts.

(b) The Parties acknowledge and agree that disclosure of any Liability on any Schedule to this Agreement or otherwise shall not create an Assumed Obligation or other Liability of Buyer, except where such disclosed obligation has been expressly assumed by Buyer as an Assumed Obligation.

2.5 Deemed Consents and Cures.

For all purposes of this Agreement (including all representations and warranties of Seller contained herein), Seller shall be deemed to have obtained all required consents in respect of the assignment of any Assumed Executory Contract, including the Assignments of the Ground Lease and to have cured all defaults thereunder if, and to the extent that, pursuant to the Sale Order or other Order of the Bankruptcy Court, Seller, as applicable, are authorized to assume and assign to Buyer and Buyer is authorized to accept such Assumed Executory Contracts pursuant to Bankruptcy Code § 365; *provided, however*, nothing in this Section 2.5 shall relieve Buyer of its obligations to satisfy Cures associated with such Assumed Executory Contracts in accordance with Section 2.6. If any consent required to effectuate the assignment of any Assumed Executory Contract to Buyer cannot be obtained pursuant to the Sale Order or other Bankruptcy Court Order, then (x) the Parties shall endeavor to obtain such consent pursuant to Section 6.1, and (y) to

the extent the consent referenced in the immediately preceding clause (x) is not obtained, Buyer in its sole discretion shall have the right to remove it from the Assumed Executory Contracts.

2.6 Assumption and Assignment of Assumed Executory Contracts.

(a) The Assumed Executory Contracts shall be assumed by Seller, as applicable, and assigned to Buyer at the Closing pursuant to Bankruptcy Code § 365. Buyer shall be required to satisfy such Cures, or such Cures shall otherwise be satisfied pursuant to the Sale Order or other Order of the Bankruptcy Court. For the avoidance of doubt, and notwithstanding anything to the contrary herein, the obligation to satisfy such Cures shall not be “Assumed Obligations” for purposes of this Agreement.

(b) If, following the Closing, Seller or Manager receives or becomes aware that any one of them holds any asset, property, or right that constitutes a Purchased Asset, then such Seller or Manager shall transfer such asset, property, right to Purchase as promptly as practicable for no additional consideration.

2.7 Additional and Eliminated Assumed Executory Contracts.

Notwithstanding anything in this Agreement to the contrary, Buyer may, in its sole and absolute discretion, designate any Contracts or equipment leases of Seller or Manager that shall be added or eliminated as Assumed Contracts or Assumed Equipment Leases up to three (3) Business Day prior to the Closing (the “**Designation Deadline**”), whereupon such Contract or equipment lease automatically shall be an Assumed Contract or Assumed Equipment Lease, as applicable (if added), or an Excluded Contract or an Excluded Equipment Lease (if eliminated) for all purposes of this Agreement. If Buyer indicates in writing to Seller or Manager after the Closing Date that it wishes to acquire a Contract or equipment lease of Seller or Manager that was not an Assumed Executory Contract on the Designation Deadline and that Sellers have not previously assigned, transferred or sold, then (a) Seller will, within three (3) days of receiving such written indication from Buyer, (i) apply to the Bankruptcy Court to establish the Cure with respect to such Contract or equipment lease (the amount of each such Cure to be paid by Buyer) and (ii) use its commercially reasonable efforts to assign such Contract or equipment lease to Buyer; and (b) Buyer shall provide adequate assurance of the future performance of such Contract or equipment lease.

If as of the later of the Closing Date and the date of delivery of the Designation Deadline, any Assumed Contract is the subject of an objection as to the amount of the Cure required for the Seller to assume and assign such Contract to the Buyer, or other objection as to the assumption and assignability of such Contract, the Buyer shall have until the Determination Date to decide whether to remove such Contract as an Assumed Contract; provided that no such removal shall reduce the amount of the Cash Purchase Price. For purposes of this Section 2.7, “**Determination Date**” shall mean the date that is the earlier of (i) the date on which the Buyer decides (in its sole discretion) to remove such Contract from as an Assumed Contract, (ii) the date on which such dispute has been resolved to the satisfaction of the Buyer in its sole discretion, (iii) thirty (30) days following the Closing, (iv) the date on which such Contract is deemed rejected by operation of Section 365(d)(4) of the Bankruptcy Code, and (v) a date established by Order of the Bankruptcy Court.

2.8 Termination of QMA; Transition Assistance.

The Parties acknowledge that upon Closing, the QMA will be terminated in accordance with Section 17.1 of the QMA. Manager acknowledges that under Article 18 of the QMA, Manager is obligated to provide Legacy and Buyer assistance in transitioning operation of the Park to Buyer. The Parties acknowledge that Buyer is a third-party beneficiary of Article 18 of the QMA and, as such, is entitled to enforce the provisions thereof as to Manager.

ARTICLE III PURCHASE PRICE; CLOSING

3.1 Purchase Price.

The aggregate purchase price for the Purchased Assets (the “**Purchase Price**”) is an amount equal to (i) \$19,725,023 (the “**Cash Component**”) *plus* (ii) the Consideration Shares. The Cash Component shall be paid in immediately available funds at Closing.

3.2 [Reserved].

3.3 Closing.

Upon the terms and subject to the satisfaction of the conditions contained in this Agreement, the closing of the transactions contemplated by this Agreement (the “**Closing**”) will take place at the office of Warner Angle Hallam Jackson & Formanek PLC located at 2555 E. Camelback Road, Suite 800, Phoenix, Arizona 85016 (or such other location as shall be mutually agreed upon by Sellers and Buyer) at 10:00 a.m. local time as soon as practicable after the date on which the conditions set forth in Article VII have been satisfied or waived (other than those that by their nature are to be satisfied at the Closing but subject to satisfaction or waiver of such conditions at the Closing) but no later than two (2) Business Days thereafter; or on such other date or place as Buyer and Sellers may determine (the “**Closing Date**”).

3.4 Closing Payments; Allocation of Purchase Price.

(a) On the Closing Date:

(i) Buyer shall (A) deposit by wire transfer of immediately available funds the difference between the Cash Component and the Pre-Closing Escrow Amount into an escrow account (the “**Escrow Account**”) maintained by U.S. Bank, as escrow agent, pursuant to an escrow agreement in form acceptable to Legacy and the Buyer (the “**Escrow Agreement**”), and (B) transfer the Consideration Shares to the Bond Trustee or its assign;

(ii) Buyer shall pay the Cures associated with the Assumed Executory Contracts to the applicable Third Parties as ordered by the Bankruptcy Court ; and

(iii) Buyer shall assume the Assumed Obligations, including the payment of the Assumed Post-Petition Vendor Payables in the Ordinary Course of Business.

(b) The Parties hereby agree that:

(i) the Cash Component of the Purchase Price shall be distributed from the Escrow Account as follows:

(A) \$1,250,000 of the Cash Component shall be paid to Miller Buckfire & Co., LLC on account of any commission or fee regarding the consummation of the transactions contemplated hereby;

(B) \$1,078,203 of the Cash Component shall be used to satisfy Legacy’s real property taxes for 2021 and for the period from January 1, 2023 through June 30, 2023;

(C) \$511,000 of the Cash Component shall be held in the Escrow Account until the amount of the speculative builder tax for the City of Mesa that is due in connection with the consummation of the transactions contemplated by this Agreement is determined, at which point such amount shall be paid out of the Escrow Account to satisfy such tax and the remaining amount shall be paid to the Sellers for distribution on account of administrative claims;

(D) \$1,060,797 of the Cash Component shall be paid to Seller for distribution on account of administrative claims (other than the amounts payable pursuant to Sections 3.4(b)(i)(A), (B) and (C));

(E) \$2,400,000 of the Cash Component shall be paid to Bond Trustee, which the Bond Trustee may apply to indebtedness and obligations in its sole discretion;

(F) \$13,100,000 of the Cash Component shall be paid to mechanic's lien holders (the "**Mechanic's Lien Amount**");

(G) \$325,023 of the Cash Component shall be paid to Shamrock on account of the purchase of the equipment previously provided to Seller by Shamrock; and

(ii) 100% of the Consideration Shares shall be issued by Holdco to the Bond Trustee or its assign at Closing.

(c) The Parties hereby agree that, if the Sale Order is entered, on or before the third (3rd) Business Day following the date when the Sale Order has been entered, Buyer shall deposit by wire transfer of immediately available funds \$500,000 into the Escrow Account, pursuant to the Escrow Agreement, for payment of the administrative priority claims and shall be released (a) to Legacy on the earlier to occur of (i) the Closing Date, (ii) if Buyer notifies Seller that it has elected not to proceed with the transactions contemplated hereunder, (iii) if Seller terminates this Agreement due to Buyer's failure to satisfy the condition of either Section 7.3(c) or (d), and (iv) if this Agreement is terminated because Buyer fails to waive the condition of Section 7.1(c) that the Sale Order not be the subject of an appeal and the period for any party in interest to file an appeal has lapsed before closing, or (b) released to Buyer if this Agreement terminated for any other reason; provided that if the condition in Section 7.2(g)(b) is not satisfied, then \$250,000 of the funds in the Escrow Account shall be released to the Buyer.

3.5 Deliveries by Seller and Manager.

At the Closing, Seller and Manager, as applicable, shall deliver or procure delivery to Buyer of:

(a) a certificate signed by Seller, dated as of the Closing Date (in form and substance reasonably satisfactory to Buyer), certifying that the conditions specified in Section 7.1 and Section 7.2 have been satisfied as of the Closing;

(b) copies of any Third Party consents and governmental approvals required by Section 6.1;

(c) originals (or, to the extent originals are not available, copies) of all Assumed Executory Contracts (together with all amendments, supplements and modifications thereto);

(d) physical possession of all of the Purchased Assets capable of passing by delivery with the intent that title in such Purchased Assets shall pass by and upon delivery;

(e) one or more bills of sale, in the form attached hereto as Exhibit B, conveying in the aggregate all of the Tangible Personal Property included in the Purchased Assets, duly executed by Sellers;

(f) one or more assignments and assumptions of the Assumed Obligations, in the form attached hereto as Exhibit C (collectively, the “**Assignment and Assumption**”), duly executed by Sellers;

(g) duly executed Intellectual Property assignments (collectively, the “**Intellectual Property Assignments**”) in the forms attached hereto as Exhibit D, each in recordable form to the extent necessary to assign such rights;

(h) a properly completed and duly executed IRS Form W-9 from Seller and Manager indicating that each such Party is a U.S. person for U.S. federal income tax purposes;

(i) certificates of title and title transfer documents with respect to all titled motor vehicles;

(j) a duly executed assignment and assumption agreement with respect to the Acquired Permits, in form and substance reasonably acceptable to Buyer, whereby Seller and Manager, as applicable, shall assign to Buyer all of their respective rights in and to the Acquired Permits;

(k) such other instruments, in form and substance reasonably satisfactory to Buyer and its counsel, as are necessary to vest in Buyer good and marketable title in and to the Purchased Assets in accordance with the provisions hereof, including such release documents as may be required or reasonably requested by Buyer to release any and all Liens on the Purchased Assets or on the fee interest in the Property;

(l) a copy of the Sale Order, certified by the clerk of the Bankruptcy Court;

(m) [Reserved];

(n) [Reserved];

(o) [Reserved];

(p) a duly executed assignment and assumption agreement with respect to the Specified Assigned Contracts (as defined below), in form and substance acceptable to Buyer, whereby Manager shall assign to Buyer all of its rights in and to the Specified Assigned Contracts;

(q) such other documents or instruments as are required to be delivered by Seller or Manager at the Closing pursuant to the terms hereof or that Buyer reasonably requests at or prior to the Closing Date to effect the transactions contemplated hereby; and

(r) evidence satisfactory to Buyer that any and all contractual rights of Legacy and/or Manager under any and all Contracts that have been assigned to Legacy and/or Manager from Sports prior to the Closing Date (the “**Specified Assigned Contracts**”) have been duly transferred to Legacy and/or Manager from Sports.

3.6 Deliveries by Buyer.

At the Closing, Buyer will deliver to Seller and Manager:

- (a) the Assignment and Assumption duly executed by Buyer; and
- (b) a certificate signed by Buyer, dated as of the Closing Date (in form and substance reasonably satisfactory to Seller and Manager), certifying that the conditions specified in Section 7.1 and Section 7.3 have been satisfied as of the Closing.

3.7 Form of Instruments.

To the extent that a form of any document to be delivered hereunder is not attached as an Exhibit hereto, such document shall, except as otherwise set forth herein, be in form and substance, and shall be executed and delivered in a manner reasonably satisfactory to Buyer and Sellers.

3.8 Further Assurances.

From time to time after the Closing and without further consideration, (a) Seller or Manager, upon the request of Buyer, shall execute and deliver such documents and instruments of conveyance and transfer as Buyer may reasonably request in order to consummate more effectively the purchase and sale of the Purchased Assets as contemplated hereby and to vest in Buyer title to the Purchased Assets transferred hereunder and to permit Buyer to perfect, record or protect its interests in the Purchased Assets, or to otherwise more fully consummate the transactions contemplated by this Agreement and (b) Buyer, upon the request of Seller or Manager, shall execute and deliver such documents and instruments of contract or lease assumption as Seller or Manager may reasonably request in order to confirm Buyer's assumption of the Assumed Obligations or otherwise to more fully consummate the transactions contemplated by this Agreement. Prior to the Closing, each Seller shall execute such documents and use its commercially reasonable efforts to take or cause to be taken all actions and do or cause to be done all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER AND MANAGER

Seller and Manager hereby represent and warrant to Buyer that the statements contained in this Article IV are true, correct and complete as of the date of this Agreement, except as set forth on the Schedules (provided that each such Schedule shall reference with specificity the section of this Article IV to which such disclosures or exceptions set forth thereon relate).

4.1 Organization, Standing.

Legacy is a nonprofit corporation duly incorporated, validly existing and in good standing under the Laws of the state of Arizona and has all requisite corporate power and authority to own, lease and operate its respective properties and assets and to carry on its business as presently conducted. Manager is a limited liability company, validly existing and in good standing under the Laws of the state of Delaware and has all requisite limited liability company power and authority to own, lease and operate its respective properties and assets and to carry on its business as presently conducted. Both Seller and Manager are qualified to do business in every jurisdiction in which it is required to be qualified, except where the failure to be so qualified has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

4.2 Authority; Binding Agreement.

Subject to entry of the Sale Order in the Bankruptcy Case, both Seller and Manager have full power and authority to execute and deliver the Acquisition Documentation to which it is a party and to consummate the transactions contemplated hereby and thereby. All Acquisition Documentation to which Seller or Manager is a party have been duly executed and delivered by such Person, except such Acquisition Documentation that is required by the terms hereof to be executed and delivered by such Person after the date hereof, in which case such Acquisition Documentation will be duly executed and delivered by such Person at or prior to the Closing, and, subject to entry of the Sale Order in the Bankruptcy Case, all Acquisition Documentation constitutes, or will constitute, as the case may be, valid and binding agreements of Seller and Manager enforceable against such Seller and Manager in accordance with their terms, except that the enforcement thereof may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar Laws now or hereafter in effect relating to creditor's rights generally; and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

4.3 No Conflicts or Violations.

Subject to entry of the Sale Order, except as set forth on Schedule 4.3, and except any of the following that will not be enforceable due to operation of the Sale Order, the execution, delivery and performance of the Acquisition Documentation and the consummation of the transactions contemplated thereby by each Seller and Manager do not and shall not conflict with, result in any breach, default or violation of, give rise to a right of modification, termination, acceleration or loss of a material benefit under, result in the creation of any Lien on (other than any Permitted Released Lien) or Liability under, require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, any Governmental Authority or Third Party, under (a) any provision of the certificate of formation or operating agreement or other equivalent organizational document of any Seller, (b) any Material Contract to which any Seller is a party to or by which it is bound or (c) any determination or Order of any Governmental Authority or Law applicable to any Seller or its property or assets, except, in each case, where such breach, default, violation, or right of modification, termination, acceleration or loss of a material benefit would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

4.4 Subsidiaries.

Neither Seller nor Manager own any interest in any other Person.

4.5 Financial Statements and Related Matters

(a) Set forth on Schedule 4.5(a) are copies of (i) Legacy's interim, unaudited balance sheets as of September 30, 2023 (the "**Latest Balance Sheet**"), (ii) Manager's interim, unaudited balance sheets as of September 30, 2023, and (iii) in each case, the related statements of income for the twelve month period then ended. Each of the foregoing financial statements (including the notes thereto, if any) (collectively, the "**Financial Statements**") has been prepared based on the Books and Records, presents fairly to the best of the Seller's Knowledge, Seller's and Manager's financial condition and results of operations as of the dates and for the periods referred to therein.

(b) Specifically, Seller shall retain all Earned Restricted Cash from Material Contracts which is earned as of Closing Date, including amounts from the accounts for the M&O Agreements, ticketing accounts, Sponsorship Agreements or FUA's.

4.6 Purchased Assets; Assets Necessary to Business.

(a) Seller and Manager, as applicable has good and marketable title to, or a valid leasehold interest in or all rights to use, all Purchased Assets, including all assets reflected under the heading “assets” on the face of the Latest Balance Sheet, and as such balance sheet will be adjusted through the Closing Date to reflect transactions occurring in the Ordinary Course of Business since the date of the Latest Balance Sheet as may be effected in accordance with Section 6.3. Except as set forth on Schedule 4.6, there are no leasehold interests, options or rights of first refusal in favor of a Third Party to use or acquire any material portion of the Purchased Assets.

(b) All equipment and other items of tangible personal property and assets included in the Purchased Assets are being purchased on an “as is” basis.

4.7 Improvements.

(a) Seller has as of the date hereof and, as of the Closing, will transfer to Buyer, good and marketable title to the Improvements at the Park, free and clear of any and all Liens, except Permitted Purchased Asset Liens. Other than the right of Buyer pursuant to this Agreement or the Ground Lease, there are no outstanding options, rights of first offer or rights of first refusal to purchase any such Improvements or any portion thereof or interest therein.

(b) Neither Seller nor Manager has received any written notice of any pending or threatened expropriation, condemnation or other Proceedings in the nature of eminent domain in connection with any parcel of the Park.

(c) Those utilities (including water, electricity, gas, sanitary sewerage, storm water drainage facilities, and telephone utilities) sufficient to operate the Park for its respective current uses are available to the Park. Neither Seller nor Manager has received any notice of, and to Seller’s Knowledge there are no, assessments against any portion of the Facilities.

(d) The Park has direct access to a public street adjoining the real property. Neither the Park nor any of the Improvements is dependent for its access, use or operation on any land, building, improvement or other real property interest of any Third Party.

4.8 Intellectual Property

(a) Schedule 4.8(a) sets forth a true, complete and correct list of all of the following that are either owned by Seller or Manager or licensed for use in the Business as presently conducted: (i) patents and patent applications, trademark registrations and applications, copyright registrations and applications, internet domain name registrations, and other applications for registrations of Intellectual Property; and (ii) material unregistered trademarks and copyrights. Except as set forth on Schedule 4.8(a), neither Seller nor Manager licenses any Intellectual Property to a Third Party.

(b) Either Seller or Manager own and possess, free and clear of all Liens (other than Liens set forth on Schedule 4.8(b) or that will be discharged pursuant to the Sale Order), all right, title and interest in and to, or has a right to use pursuant to a written license agreement that is valid and enforceable, all of the Intellectual Property necessary for such Seller’s or Manager’s present corporate operations (together with all other items of Intellectual Property owned by Seller or Manager, collectively, the “**Seller’s Intellectual Property**”). All of the Seller’s and Manager’s Intellectual Property owned by Seller or Manager and set forth or required to be set forth on Schedule 4.8(a) is valid.

(c) No Claims are pending or, to the Knowledge of Seller, are threatened, contesting the validity, use, ownership or enforceability of any of the Seller's Intellectual Property owned by Seller. To the Knowledge of Seller, neither Seller nor Manager is infringing, misappropriating or otherwise conflicting with any Intellectual Property of any Third Party. To the Knowledge of Seller, there are no facts which indicate a likelihood of any of the foregoing. Neither Seller nor Manager has received in the two (2) years prior to the date of this Agreement any written notices regarding any of the foregoing (including any demands or offers to license any Intellectual Property from any Third Party in connection with a Claim of infringement, misappropriation or conflict with such Intellectual Property).

4.9 Contracts.

(a) Except as to the QMA, neither Seller nor Manager is party to or bound by, whether written or oral, any:

(i) Contract with any labor union or pension, profit sharing, equity option, employee equity purchase or other plan or arrangement providing for deferred or other compensation to employees or any other employee benefit plan, arrangement or practice;

(ii) Management agreement or Contract for the employment of any officer, individual employee or other Person on a full time, part time, consulting or other basis (other than an employment contract for Rodney Reese);

(iii) Contract with any Government Authority, except as set forth on Schedule 4.9(a);

(iv) Contract or group of related Contracts with the same party or group of Affiliated parties (A) under which any Seller is a lessee of or holds or operates any personal property owned by any other Person, except for any lease of personal property under which the aggregate annual rental payments do not exceed \$15,000 in any twelve (12) month period or (B) under which either Seller or Manager is a lessor of or that permits any Person to hold, operate or occupy any property, real or personal, that is owned, leased or controlled by such Seller, except as set forth on Schedule 4.9(a);

(v) Contract or group of related Contracts with the same party or group of Affiliated parties continuing over a period of more than six (6) months from the date or dates thereof, not terminable by any Seller upon thirty (30) days or less notice without penalty or involving more than \$15,000, except as set forth on Schedule 4.9(a);

(vi) license, royalty or other Contracts with respect to any Intellectual Property, including any such Contracts under which either Seller or Manager is a licensor or licensee but excluding licenses for commercially available off-the-shelf software with a replacement cost and annual license or subscription fee of less than a total cost of \$15,000 in the aggregate, except as set forth on Schedule 4.9(a);

(vii) agent, sales representative, sales or distribution Contracts (other than purchase and sale orders entered into in the Ordinary Course of Business);

(viii) Contract relating to the marketing or advertising of any Seller's or Manager's products or services, except as set forth on Schedule 4.9(a);

(ix) Contract (A) providing for either Seller or Manager to be the exclusive provider of any product or service to any Person or the exclusive recipient of any product or service of any Person or that otherwise involves the granting by any Person to such Seller or Manager of exclusive rights of any kind, (B) providing for any Person to be the exclusive provider of any product or service to either Seller or Manager, or (C) granting to any Person a right of first refusal or right of first offer on any of the Purchased Assets, except as set forth on Schedule 4.9(a); and

(x) other individual Contract that is otherwise material to the assets of any Seller, taken as a whole, except as set forth on Schedule 4.9(a).

(b) All of the Contracts set forth or required to be set forth on Schedule 4.9(a) are referred to as the “**Material Contracts**”.

4.10 Insurance.

Schedule 4.10 lists and describes all policies of insurance owned, held, or maintained by or for the benefit of Seller and Manager or insuring the property or assets of Seller and Manager, including the type and amount of coverage and the expiration dates of the policies and the claims history for the past two (2) years. Seller and Manager have made available to Buyer all policies of insurance owned, held, or maintained by or for the benefit of Seller or Manager or insuring the property or assets of Seller or Manager. Except as set forth on Schedule 4.10, (a) current premiums and any other obligations under such insurance have been paid and all such policies are valid and enforceable and in full force and effect on the date hereof and neither Seller nor Manager is in default with respect to its obligations under any such insurance policies, and (b) Neither Seller nor Manager has received any written notice within the last ninety (90) days threatening suspension, revocation, modification or cancellation of any insurance policy or a material increase in any premium in connection therewith or informing such Seller or Manager that any coverage listed on Schedule 4.10 will or may not be available in the future on substantially the same terms as now in effect. Neither Seller nor Manager has been denied insurance coverage within the past two (2) years. Except as set forth on Schedule 4.10, neither Seller nor Manager has any self-insurance or co-insurance programs.

4.11 Taxes.

Except as set forth on Schedule 4.11:

(a) Both Seller and Manager have filed, or caused to be filed on its behalf, all Tax Returns required to be filed by it (taking into account any valid extension of the due date for filing). All filed Tax Returns were correct and complete in all material respects. Each Seller and Manager has paid all Taxes that are due and payable. With respect to each Seller and Manager, no Claim has ever been made by a Governmental Authority in a jurisdiction where such party does not file Tax Returns that such party is or may be subject to taxation by that jurisdiction.

(b) Both Seller and Manager have withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, or other Third Party, and all Forms W-2 and 1099 (or any other applicable form) required with respect thereto have been properly completed and timely filed.

(c) Neither Seller nor Manager is party to any Tax allocation or sharing agreement.

(d) To the Knowledge of Seller, all of Seller’s and Manager’s tangible property has been properly listed and described on the property tax rolls of the taxing authority in which such property

is located for all periods prior to and including the Closing Date and no portion of Seller's or Manager's tangible property constitutes omitted property for property tax purposes.

(e) Neither Seller nor Manager has ever been, and is not currently, owned directly or indirectly more than 50% by any other entity, and has never owned, and does not currently own, more than 50% of any entity.

4.12 Labor and Employment Matters.

Except as set forth on Schedule 4.12:

(a) Neither Seller nor Manager is party to any collective bargaining agreement and neither Seller nor Manager is in negotiations with any union with respect to a collective bargaining agreement;

(b) To Seller's Knowledge, each Seller and Manager is, and has for the past two (2) years has been, in compliance with all Laws relating to employment, employment practices and the employment of labor, and has not engaged in any unfair labor practice or unlawful employment practice. In addition, there are no pending or threatened grievances or pending or threatened unfair labor practice charges or complaints before the National Labor Relations Board or other employment related Proceedings (pending or threatened) against any Seller before any other Governmental Authority;

(c) Neither Seller nor Manager is, and within the last two (2) years has not been, subject to any union organizing or decertification activities or any other question concerning representation;

(d) There is no labor strike, slowdown, work stoppage, unfair labor charge or complaint or other material labor dispute pending or, to the Knowledge of Sellers, threatened against any Seller, and no such dispute has occurred within the last two (2) years; and with respect to this transaction, any notice required under any Law has been or prior to Closing will be given.

4.13 Litigation, Orders.

Except as to the Bankruptcy Case and related adversary proceedings, and except set forth on Schedule 4.13, (a) there are no Proceedings or Orders pending or, to the Knowledge of Seller or Manager, threatened against or affecting either Seller or Manager at law or in equity, in the United States, or before or by (or that could reasonably be expected to come before) any arbitrator or Governmental Authority (including any Proceedings with respect to the transactions contemplated by this Agreement), (b) there have not been any Proceedings or Orders pending against or affecting either Seller or Manager during the past year, (c) Neither Seller nor Manager is subject to any grievance or arbitration Proceedings, and (d) Neither Seller nor Manager is subject to any Order (or settlement enforceable therein).

4.14 Compliance with Law; Permits.

(a) To the Knowledge of Seller, Seller and Manager have complied with and is in compliance with, and is not in default in any respect with, all applicable Laws and Orders of any Governmental Authority relating to such Seller and no written notices have been received by, and no claims have been filed against, Seller or Manager alleging a violation of any such Laws or Orders.

(b) To the Knowledge of Seller, the Park is in compliance with all applicable building, zoning, subdivision, health and safety and other land use Laws, and all insurance requirements affecting

the real property (collectively, the “**Real Property Laws**”), and the current use or occupancy of the Park does not violate any Real Property Laws. Neither Seller nor Manager has received any written notice of violation of any Real Property Law.

(c) To the Knowledge of Seller, Seller and Manager have in effect all Permits necessary to operate the Park as it is currently being operated in accordance with the Laws of any Governmental Authority having jurisdiction over their properties or activities. Schedule 4.14(c) sets forth all Permits required to conduct the operations at the Park as they are currently being conducted.

4.15 Environmental Matters.

(a) Except as set forth on Schedule 4.15(a), to the Knowledge of Seller, each Seller and Manager, with respect to the Purchased Assets and the Park, has in the past five (5) years complied with, and is in compliance with, all Environmental Laws (which compliance has included obtaining and complying with all Permits, licenses and other authorizations required pursuant to Environmental Laws).

(b) Except as set forth on Schedule 4.15(b), to the Knowledge of Seller, neither Seller or Manager nor any of their respective predecessor(s) has received any written or oral Notice, report or other information regarding any actual or alleged violation of Environmental Laws, or any Liabilities or potential Liabilities, including any investigatory, remedial or corrective obligations arising under Environmental Laws, relating to such Seller, or any of its current properties or assets.

(c) Except as set forth on Schedule 4.15(c), to the Knowledge of Seller, with respect to the assets of Seller and Manager, neither Seller nor Manager nor any of their respective predecessor(s) has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, or Released, or exposed any Person to, any Hazardous Substance, or owned or operated any property or facility contaminated by any Hazardous Substance, so as to give rise to any current or future Liabilities, including any Liability for response costs, corrective action costs, personal injury, property damage, natural resources damages or attorney fees, or any investigatory, corrective or remedial obligations, pursuant to CERCLA or any other Environmental Law.

(d) With respect to the assets of Seller and Manager, to the Knowledge of Seller, neither Seller nor Manager nor any of their respective predecessor(s), has manufactured, produced, sold, installed or distributed products containing asbestos, and neither Seller nor Manager has Liability with respect to the presence or alleged presence of asbestos in any product or item or at or upon any property or Facility.

(e) Seller and Manager, as applicable, have provided to Buyer true, correct and complete copies of all environmental audits, reports and other environmental documents relating to the assets of Seller or Manager.

4.16 Affiliated Transactions.

Except as disclosed on Schedule 4.16, no Insider is a party to any agreement, Contract, commitment or transaction with Seller or Manager or has any interest in the Purchased Assets or any property, real or personal or mixed, tangible or intangible of Seller or Manager.

4.17 Brokers.

Except as to Miller Buckfire & Co., LLC and its affiliate Stifel, Nicolaus & Co., Inc., neither Seller nor Manager has incurred any Liability to any broker, finder, agent or other advisor with respect to the payment of any commission or fee regarding the consummation of the transactions contemplated hereby.

4.18 Absence of Certain Developments.

Except as set forth on Schedule 4.18 and except as expressly contemplated by this Agreement, since the date of the Latest Balance Sheet, neither Seller nor Manager has taken any action that would require the consent of Buyer pursuant to Section 6.3.

4.19 Books and Records.

Seller and Manager have made available to the Buyer true, correct and complete originals or copies of the Books and Records. The Books and Records are materially complete and reflect the business and operations of the Seller and Manager with respect to the Park and the Purchased Assets. The Books and records accurately, fairly and in reasonable detail reflect the business and operations of the Seller and Manager with respect to the Park and the Purchased Assets and have been maintained in accordance with document management practices as would reasonably be expected to be utilized by a reasonable and prudent manager of a business comparable to the Park.

**ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller and Manager that the statements contained in this Article V are true, correct and complete as of the date of this Agreement and as of the Closing Date.

5.1 Organization.

Buyer is a company validly existing and in good standing under the Laws of the State of Delaware and has the full power and authority to execute, deliver and perform this Agreement and to consummate all transactions contemplated hereby.

5.2 Authority.

The execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Buyer and do not and will not violate any provisions of its organizational documents, any applicable Law or any contract or Order binding upon Buyer. This Agreement constitutes a valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms.

5.3 Consents.

No notice to, filing with, authorization of, exemption by, or consent (other than the approval of the Bankruptcy Court) of any Person is required in order for Buyer to consummate the transactions contemplated hereby. No filing is required under the HSR Act to consummate the transactions contemplated hereby.

ARTICLE VI PRE-CLOSING COVENANTS

6.1 Consents and Approvals.

(a) Consents. Seller shall, at its sole cost and expense, use reasonable best efforts (i) to obtain all consents and approvals of any Governmental Authorities or other Third Parties that are necessary, desirable or appropriate in connection with consummating the purchase and sale of the Purchased Assets and the assignment of the Assumed Obligations, including obtaining entry of the Sale Order, in each case in form and substance reasonably satisfactory to Buyer and Seller, (ii) to make all filings, applications, statements and reports to all Governmental Authorities that are required to be made prior to the Closing Date by or on behalf of Seller and Manager or any of its respective Affiliates pursuant to any applicable Law in connection with this Agreement and the transactions contemplated hereby, and (iii) to assist Buyer in obtaining replacements for any of Seller's or Manager's Permits that are not freely transferable. Buyer shall give any notices to, make any other filings with, and use reasonable best efforts to cooperate with Seller to obtain, any authorizations, consents and approvals in connection with the matters contemplated by this Section 6.1(a).

6.2 Access to Information and Facilities.

Seller and Manager agree that, prior to the Closing Date, Buyer and its respective representatives and advisors shall, upon reasonable advance notice and so long as such access does not unreasonably interfere with the business operations of Sellers, have reasonable access during normal business hours to all Facilities and shall be entitled to make such reasonable investigation of the properties, businesses and operations of Seller and Manager (including any non-invasive environmental audits and investigations or to conduct a physical inventory of the Inventory) and such examination of the Books and Records and financial condition of Seller and Manager as it reasonably requests and to make extracts and copies to the extent necessary of the Books and Records; *provided, however*, that no investigation pursuant to this Section 6.2 shall affect any representations or warranties made herein or the conditions to the obligations of the Parties to consummate the transactions contemplated by this Agreement.

6.3 Conduct of the Business Pending the Closing.

(a) Except as otherwise expressly contemplated by this Agreement, from the date hereof until the Closing Date, Seller and Manager shall (i) operate the Park in the Ordinary Course of Business (including timely payment of post-petition accounts payable, purchasing and maintaining appropriate levels of Inventory, performing all required maintenance and repairs, making capital expenditures and collecting Accounts Receivable), (ii) shall use commercially reasonable efforts to preserve intact the operation of the Park, to keep available the services of its current employees and agents and to maintain its relations and goodwill with its suppliers, Customers, and any others with whom or with which it has business relations, and (iii) maintain in full force and effect insurance policies covering Seller and Manager and the Purchased Assets in a form and amount consistent with past practice.

(b) Without limiting the foregoing, except as expressly contemplated by this Agreement, from the date hereof until the Closing Date, neither Seller nor Manager shall take (or permit to be taken) any of the following actions without the prior written consent of Buyer:

(i) Except as to termination of that certain Lease Agreement dated as of January 1, 2022 between Legacy (as lessor) and Arete Recovery Institute, LLC (as lessee), sell, transfer, abandon, permit to lapse or otherwise dispose of any of the assets of Sellers except in the Ordinary Course of Business;

(ii) (A) grant or announce any incentive awards or the increase in the salaries, bonuses or other compensation and benefits payable by Seller or Manager to any of their respective employees or other service providers except in the Ordinary Course of Business; (B) hire any new employees, (C) pay or agree to pay any pension, retirement allowance, termination or severance pay, bonus or other employee benefit not required by any existing employee benefit plan to any employee or other service provider, whether past or present, (D) except as set forth on Schedule 6.3(b)(ii)(D), enter into or amend any contract of any Seller or Manager of employment or any consulting, bonus, severance, retention, retirement or similar agreement, or (E) except as required to ensure that any employee benefit plan is not then out of compliance with applicable Law, enter into or adopt any new, or materially increase benefits under or renew, amend or terminate any existing, employee benefit plan;

(iii) change in any material respects any financial accounting policies or procedures or any of its methods of reporting income, deductions or other material items for financial accounting purposes, except as required by GAAP or applicable Law;

(iv) adopt any amendments to the organizational or charter documents of Sellers;

(v) create any Subsidiaries;

(vi) modify, amend, terminate or waive any rights under any Material Contract, or any contract of Seller or Manager that would be a Material Contract if in effect on the date of this Agreement;

(vii) enter into, amend, waive or terminate (other than terminations in accordance with their terms) any transaction with any Insider, other than transactions for reimbursement of expenses;

(viii) take, or fail to take, any action that could reasonably be expected to result in any loss, lapse, abandonment, expiration, invalidity or unenforceability of any material Intellectual Property that constitutes a Purchased Asset;

(ix) agree, in writing or otherwise, or announce an intention, to take any of the foregoing actions; or

(x) revoke or change any Tax election, adopt any material Tax election inconsistent with past practice, change any accounting period or accounting method for Taxes, amend any Tax Return, fail to file any material Tax Return on a timely basis, enter into any closing agreement with respect to Taxes or settle any Tax audit, examination or proceeding, prepare or file any Tax Return inconsistent with past, request any ruling or similar guidance from any Governmental Authority in respect of Taxes, or consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment.

6.4 Notification of Certain Matters.

(a) Seller and Manager shall give notice to Buyer of (i) the occurrence or nonoccurrence of any event that causes either (A) any representation or warranty of Seller or Manager contained in this Agreement to be untrue or inaccurate in any material respect at any time from the date hereof to the Closing or (B) directly or indirectly, any Material Adverse Effect, or (ii) any material failure of either Seller or Manager to comply with or satisfy any covenant, condition or agreement to be complied

with or satisfied by Seller or Manager hereunder. Notwithstanding the foregoing, the delivery of any notice pursuant to this Section 6.4(a) shall not (x) be deemed to amend or supplement any of the Schedules contemplated hereby, (y) be deemed to cure any breach of any representation, warranty, covenant or agreement or to satisfy any condition, or (z) limit or otherwise affect the remedies available hereunder to Buyer.

(b) Buyer, Seller, and Manager acknowledge that certain of the representations and warranties of Seller and Manager affirmatively require that Seller and Manager list certain factual information on the Schedules. Seller shall be permitted to update the Schedules on or prior to the Closing Date but only with respect to events or circumstances arising between the date hereof and the Closing Date. No additional disclosure or update by Seller pursuant to this Section 6.4(b), however, shall be deemed to amend or supplement the Schedules or to prevent or cure any misrepresentation, breach of warranty, breach of covenant, or right of Buyer to terminate this Agreement.

6.5 Bankruptcy Actions.

(a) Exclusivity. During the Exclusivity Period,

(i) Seller will negotiate exclusively with Buyer and its financing sources regarding the closing of the transactions contemplated by this Agreement.

(ii) Seller will not, and is not permitted to, solicit offers from, consider offers from, negotiate with, review proposals from, or take any other action with respect to any other potential bidder for Seller's or Manager's assets or the other transactions contemplated by the proposed sale of Seller's or Manager's assets.

(iii) If Seller receives any other offers or proposals from any other potential bidder for its assets, Seller will advise such person or entity that it is under exclusivity with Buyer during the Exclusivity Period and that Seller is not permitted to speak with them about their offer during the Exclusivity Period.

(iv) Only this Agreement and related documentation with Buyer will be considered by Legacy as a qualifying bid at the hearing to consider the approval of the sale of Seller's and Manager's assets.

(b) Sale Order. Legacy shall obtain entry of the Sale Order by no later than November 22, 2023. For the avoidance of doubt, the Sale Order shall include provisions approving this Agreement and the sale of the Purchased Assets to Buyer free and clear of all Liens (other than Permitted Purchased Asset Liens). Seller and Buyer agree to cooperate, assist and consult with each other to obtain the entry of the Sale Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court. The Sale Order will provide, among other things, that: (i) the Agreement and the other Acquisition Documentation, and the transactions contemplated hereby and thereby are approved; (ii) the Purchased Assets shall be sold and conveyed to Buyer free and clear of any and all Liens (except for Permitted Purchased Asset Liens); (iii) Seller and Manager, as applicable, shall assume and assign to Buyer all of the Assumed Executory Contracts as of the Closing Date; (iv) except as otherwise provided for in the Sale Order, Buyer shall, on or before the Closing Date, pay the amount of Cures to the appropriate parties as ordered by the Bankruptcy Court so as to permit the assumption and assignment of all Assumed Executory Contracts; (v) the Assumed Executory Contracts shall be in full force and effect from and after the Closing with non-debtor parties being barred and enjoined from asserting against Buyer, among other things, defaults, breaches or claims of pecuniary losses existing as of the Closing or by reason of the Closing; (vi) Buyer is acquiring the Purchased Assets free and clear of the Excluded Liabilities and

providing for a full release of Buyer with respect to the Excluded Liabilities; (vii) Buyer shall be found to be a “good faith” purchaser within the meaning of Bankruptcy Code § 363(m); and (viii) the Bankruptcy Court shall waive any stay that would otherwise be applicable to immediate the effectiveness of the Confirmation Order pursuant to Federal Rules of Bankruptcy Procedure 6004(g) and 6006(d). In addition, the Sale Order shall (i) find that Buyer is not a successor to either the Seller or Manager or their Affiliates, and grant Buyer the protections of section 363(m) of the Bankruptcy Code, (ii) find that Buyer has not violated Section 363(n) of the Bankruptcy Code by any action or inaction, (iii) find that Buyer shall have no Liability or responsibility for any Liability or other obligation of Seller or Manager arising under or related to the Purchased Assets other than as expressly set forth in this Agreement, including successor or vicarious Liabilities of any kind or character, including any theory of antitrust, environmental, successor, or transferee Liability, labor law, de facto merger, or substantial continuity, (iv) find that, to the extent applicable, any holder of a Lien with respect to a Purchased Asset is adequately protected under Section 363(e) of the Bankruptcy Code by having its liens, claims, interests, and encumbrances attach solely to the proceeds of the sale of Seller’s or Manager’s assets, (v) find that Buyer has provided adequate assurance (as that term is used in Section 365 of the Bankruptcy Code) of future performance in connection with the assumption of the Assumed Contracts, (vi) find that Buyer shall have no Liability for any Excluded Liability, (vii) provide that Excluded Liabilities shall include, but shall not be limited to, Liabilities that may result from any claims (as defined in Section 101(5) of the Bankruptcy Code) or causes of action asserted by a Governmental Authority against any Person based on any of the Seller’s or Manager’s business, operations or the use, operation, possession or ownership of any of the Purchased Assets by the Sellers and/or any of their predecessors or Affiliates prior to Closing, and (viii) provide that this Agreement and the transactions contemplated hereby may, subject to the terms set forth herein, be specifically enforced against and binding upon the Seller or Manager and its respective estates and Affiliates, and any chapter 7 or chapter 11 trustee of either of the Seller or Manager or its respective estates.

(c) Certain Bankruptcy Notices. Seller shall provide timely written notice of this Agreement and the proposed sale of the Purchased Assets to (i) the Office of the United States Trustee for the District of Arizona; (ii) counsel for all official committees appointed in the Bankruptcy Case; (iii) counsel for the Bond Trustee; (iv) counsel for the agents or other representatives acting on behalf of Legacy’s primary pre-petition secured creditors; (v) all non-debtor parties to the Assumed Executory Contracts; (vi) all Persons that have asserted any Liens (other than Permitted Purchased Asset Liens) on or upon any of the Purchased Assets; (vii) the Federal Trade Commission; (viii) all other Persons that have filed a notice of appearance and demand for service of papers in the Bankruptcy Case under Federal Rule of Bankruptcy Procedure 2002; (ix) all taxing authorities in jurisdictions applicable to Seller; and (x) all environmental authorities having jurisdiction over any portion of the Purchased Assets. Seller shall, at its sole cost and expense, provide timely written notice of this Agreement, the proposed sale of the Purchased Assets to any other Persons reasonably requested by Buyer to receive such notice.

(d) Bankruptcy Filings. Seller shall provide Buyer with a reasonable opportunity to review and comment upon all motions, applications and supporting papers prepared by Seller and relating to this Agreement, the transactions contemplated hereby, prior to the filing thereof in the Bankruptcy Case. All motions, applications and supporting papers prepared by Seller and relating (directly or indirectly), in Buyer’s good faith determination, to this Agreement, the transactions contemplated hereby, must be acceptable in form and substance to Buyer, in its reasonable discretion.

6.6 Taxes.

On or prior to the Closing, Seller shall pay all Taxes (including any applicable City builder’s taxes) with respect to the Purchased Assets and attributable to tax periods or portions thereof ending at or prior to the Closing.

6.7 Permits.

From and after the date of this Agreement through the Closing, Seller and Manager shall use their best efforts (a) to transfer their Permits to Buyer to the extent permitted by Law, and (b) to cooperate with Buyer in its efforts to obtain any Permits and provide any information or reasonable assistance requested by Buyer.

6.8 Interim Funding.

On or before December 1, 2023, Buyer shall pay to Seller \$150,000 in immediately available funds to cover a portion of the expenses incurred by Seller between December 1, 2023 and December 8, 2023 in connection with the operation of the Seller's business during such period; provided that such amount shall not be applied on account of the Purchase Price or result in any reduction to the Purchase Price.

6.9 Additional Agreements.

Subject to the terms and conditions of this Agreement, (a) Seller and Manager shall use commercially reasonable efforts to assist Buyer in entering into management and operating agreements to replace the existing M&O Agreements and to provide Buyer information with respect to the M&O Agreements, in each case as may be requested from time to time by Buyer, and (b) each of the Parties shall use its commercially reasonable efforts to do all things necessary, proper or advisable under applicable Law to consummate and make effective the transaction contemplated by this Agreement.

ARTICLE VII CONDITIONS TO CLOSING

7.1 Conditions to Parties' Obligations.

The obligations of Buyer, Seller, and Manager under this Agreement are subject to satisfaction (or waiver by Buyer, Seller, and Manager, respectively, in their sole discretion) of the following conditions precedent on or before the Closing Date:

(a) Required Approvals. All authorizations, consents, filings and approvals necessary to permit the Parties to consummate the transactions contemplated hereby shall have been duly obtained, made or given, shall be in form and substance reasonably satisfactory to the Parties, shall not be subject to the satisfaction of any condition that has not been satisfied or waived and shall be in full force and effect. All terminations or expirations of waiting periods imposed (and any extension thereof) by any Governmental Authority necessary for the transactions contemplated under this Agreement, if any, shall have occurred.

(b) No Order or Proceeding. No Order shall be issued by, and no Proceeding shall be pending before any Governmental Authority seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or involving a claim that consummation thereof would result in the violation of any Law of any Governmental Authority having appropriate jurisdiction.

(c) Bankruptcy Conditions. The Sale Order shall have been entered in the Bankruptcy Case, shall not have been reversed, vacated, modified or amended as of the Closing Date, shall not be stayed as of the Closing Date, shall not be the subject of an appeal, the period for any party in interest to file an appeal has elapsed, and shall be in full force and effect.

7.2 Conditions to Buyer's Obligations.

The obligations of Buyer under this Agreement are subject to satisfaction (or waiver by Buyer, in its sole discretion) of the following conditions precedent on or before the Closing Date:

(a) Accuracy of Representations and Warranties. Each of the representations and warranties of Seller and Manager contained herein shall be true and correct in all material respects on and as of the Closing Date (except for representations and warranties made as of a specified date, which shall be true and correct as of that date) with the same force and effect as though made on and as of the Closing Date, except that those representations and warranties that are qualified by materiality, Material Adverse Effect, or similar phrase shall be true and correct in all respects.

(b) Performance of Covenants. Seller and Manager shall have performed and complied in all material respects with the obligations and covenants required by this Agreement to be performed or complied with by Sellers on or prior to the Closing Date.

(c) Closing Deliveries. Seller and, to the extent applicable, Manager, shall have delivered to Buyer the items set forth in Section 3.5.

(d) Third Party Consents. Seller and Manager shall have received or obtained all Third Party consents set forth on Schedule 4.3.

(e) Diligence. Buyer shall have completed and be satisfied (in its sole discretion) with the results of its legal, tax and business due diligence, including (i) a review by Buyer of Seller's and Manager's financial performance, operations, personnel changes, contract cancellations and other related matter, (ii) completion by Buyer of calls with Seller and Manager and customers, vendors and sponsors, (iii) a limited and confirmatory financial review of Seller and Manager by an auditor selected by and satisfactory to Buyer (including providing the auditor with on-site access to the Seller's and Manager's books and records), (iv) a site visit by Buyer and/or its Representatives to perform a final inspection, including validating assets, liabilities and lease schedules, (v) interviews by Buyer with all key employees of Seller and Manager, (vi) a confirmatory insurance review by Buyer, (vii) completion by Buyer of entitlement work, lien searches and related matters, (viii) confirmation that there are no Monetary Liens that will not be released on the Closing Date and (ix) a review by Buyer of contracts, licenses, permits and other related matters with respect to Seller and Manager and the transactions contemplated by this Agreement, the results of each of the foregoing shall be satisfactory to Buyer in its sole discretion.

(f) Additional Conditions. Each of the following conditions shall have been satisfied, in each case in a manner satisfactory to Buyer in its discretion: (i) the Pacific Proving Conditions, (ii) the Insight Conditions, (iii) the Macrolease Conditions, (iv) the TSA Conditions, (v) the Other Conditions, (vi) the Title Company shall have issued to Buyer a leasehold owner's title insurance policy for the benefit of the Buyer, in form and substance acceptable to Buyer, (vii) Buyer shall have received an updated "as built" ALTA survey recertified to Buyer, (viii) Buyer shall have received the Title Affidavit and (ix) the Bond Trustee has consented to the consummation of the transactions contemplated by this Agreement and the entry of the Sale Order.

(g) Certain Schedules. On or prior to (a) November 17, 2023, Seller shall have delivered to Buyer, in each case calculated as of the Closing Date, in form and substance satisfactory to Buyer, (i) Schedule 2.1(b) to this Agreement, (ii) Schedule 2.1(c) to this Agreement and (iii) Schedule 2.3(a)(ii) to this Agreement, and (b) one (1) Business Day prior to the Closing Date, Seller shall have delivered to Buyer updated version of Schedules 2.1(b), 2.1(c) and Schedule 2.3(a)(ii), in each case calculated as of the Closing Date, in form and substance satisfactory to Buyer.

(h) Liquor License. Lifestyle Sports, LLC shall have transferred to Buyer all of Lifestyle Sports, LLC's right, title and interest in and to the Liquor License.

7.3 Conditions to Seller's and Manager's Obligations.

The obligations of Seller and Manager under this Agreement are, at the option of Seller and Manager, subject to the satisfaction of the following conditions precedent on or before the Closing Date:

(a) Accuracy of Representations and Warranties. The representations and warranties of Buyer contained herein shall be true and correct in all material respects on and as of the Closing Date (except for representations and warranties made as of a specified date, which shall be true and correct as of that date in all material respects) with the same force and effect as though made by Buyer on and as of the Closing Date, except those qualified by materiality shall be true and correct in all respects.

(b) Performance of Covenants. Buyer shall have performed and complied in all material respects with the obligations and covenants required by this Agreement to be performed or complied with by Buyer on or prior to the Closing Date.

(c) Consideration. Buyer shall have delivered the payments specified in Sections 3.4(a) and (c).

(d) Insight Condition. The Insight Condition shall have been satisfied or Buyer shall have otherwise made provisions sufficient to cover payment of any Court-approved administrative claims that Insight may assert in the Bankruptcy Case in a manner reasonably satisfactory to Seller and Manager.

ARTICLE VIII TERMINATION

8.1 Termination.

This Agreement may be terminated, and the transactions contemplated hereby abandoned at any time prior to the Closing (by written notice given by the terminating Party to the other Party) as follows (each a "**Termination Event**"):

(a) by mutual written agreement of Buyer, Seller and Manager;

(b) by Buyer, in the event that:

(i) any condition set forth in Section 7.2 shall become incapable of being satisfied on or before the Final Deadline, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing; *provided, however*, that if such failure is curable, then Seller and Manager shall have ten (10) Business Days (or, if less, the number of days until the Final Deadline) after receipt of written notice of such failure by Buyer to Sellers in which to cure such failure;

(ii) (A) the Bankruptcy Court has not entered the Sale Order on or before November 22, 2023, or (B) after the Sale Order has been entered, the Sale Order is reversed, stayed, vacated, modified or amended without the prior written consent of Buyer; or

(c) by Seller, in the event that any condition set forth in Section 7.3 shall become incapable of being satisfied on or before the Final Deadline, unless such failure shall be due to the failure of Seller or Manager to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by them prior to the Closing; *provided, however*, that if such failure is curable, then Buyer shall have ten (10) Business Days (or, if less, the number of days until the Final Deadline) after receipt of written notice of such failure by Seller to Buyer in which to cure such failure; or

(d) by Buyer on the Final Deadline, if the Closing shall not have occurred on or before such date; *provided, however*, that Buyer shall not have the right to terminate this Agreement under this Section 8.1(d) if the Closing has not occurred on or before such date solely because of Buyer's failure to fulfill any of its obligations under this Agreement.

(e) by Buyer pursuant to Section 10.23.

8.2 Procedure Upon Termination.

In the event of termination and abandonment by Buyer or Seller and Manager, or both, pursuant to Section 8.1, written notice thereof shall forthwith be given to the other Party, and this Agreement shall terminate and the purchase of the Purchased Assets hereunder shall be abandoned, without further action by Buyer, Seller or Manager. If this Agreement is terminated as provided herein, then each Party shall redeliver all documents, work papers and other material of any other Party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the Party furnishing the same.

8.3 Effect of Termination.

In the event that this Agreement is validly terminated as provided herein, Seller, Manager, and Buyer shall have no obligation or liability to each other except that the provisions of Section 6.5, Section 9.5 and Article X of this Agreement shall survive any such termination.

ARTICLE IX POST CLOSING COVENANTS

9.1 [Reserved].

9.2 Joint Post-Closing Covenant of Buyer, Seller, and Manager.

Buyer, Seller, and Manager agree that, from and after the Closing Date, Buyer and Sellers will each use commercially reasonable efforts to cooperate with each other in connection with any action, suit, Proceeding, investigation or audit of the other relating to (a) any Tax Return of Sellers or Buyer for all periods prior to or including the Closing Date and (b) any Transfer Taxes imposed by the Laws of any state or political subdivision thereof, relating to the transactions contemplated by this Agreement. In furtherance hereof, Buyer, Seller, and Manager agree to promptly respond to all reasonable inquiries related to such matters and to provide, to the extent reasonably possible, substantiation of transactions and to make available and furnish appropriate documents and personnel in connection therewith. All costs and expenses incurred in connection with this Section 9.2 referred to herein shall be borne by the Party who is subject to such action.

9.3 Accounts Receivable; Collections.

After the Closing, Seller and Manager shall permit, and hereby authorize, Buyer to collect, in the name of Seller and Manager, all Accounts Receivable constituting part of the Purchased Assets and to endorse with the name of Legacy or Manager, as applicable, for deposit in Buyer's account any checks or drafts received in payment thereof. Seller shall promptly deliver to Buyer any cash, checks or other property that they may receive after the Closing in respect of any Accounts Receivable or other asset constituting part of the Purchased Assets. Seller shall promptly deliver to Buyer any cash, proceeds or refunds that they may receive after the Closing in respect of insurance policies to the extent related to the Purchased Assets.

9.4 Access to Information.

For a period of twelve (12) months after the Closing Date, upon reasonable advance notice, Buyer, Seller, and Manager (or the Plan Administrator, as applicable) will afford promptly to such other requesting Party and its agents reasonable access during normal business hours to its properties, books, records, employees, auditors and counsel to the extent necessary for financial reporting and accounting matters, employee benefits matters, the preparation and filing of any Tax returns, reports or forms, the defense of any Tax audit, claim or assessment, the reconciliation of Claims in the Bankruptcy Case or otherwise to enable Buyer, Seller or Manager, as applicable, to address issues arising in connection with or relating to the Bankruptcy Case or to permit Buyer, Seller or Manager, as applicable, to determine any matter relating to their rights and obligations hereunder or any other reasonable business purpose related to the Excluded Assets or Excluded Liabilities; *provided, however*, that any such access by Seller, Manager or Buyer, as applicable, shall not unreasonably interfere with the conduct of the business of Seller, Manager or Buyer, as applicable. Seller, Manager, and Buyer, as applicable, will hold, and will use their commercially reasonable efforts to cause their respective officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of Law, all confidential documents and information concerning Seller, Manager or Buyer, as applicable, provided to it pursuant to this Section 9.4.

9.5 Confidentiality.

Following the Closing, Seller shall (and shall cause the Plan Administrator to) and Manager shall maintain as confidential and shall not use or disclose (except as required by Law or as authorized in writing by Buyer) any materials developed by Buyer or any of its representatives (including its accountants, advisors, environmental, labor, employee benefits and any other consultants, lenders and legal counsel). Except as otherwise permitted and provided above, in the event Seller or Manager is required by Law to disclose any such confidential information, Seller or Manager shall promptly notify Buyer in writing, which notification shall include the nature of the legal requirement and the extent of the required disclosure, and shall cooperate with Buyer in connection with Buyer's efforts to obtain a protective Order (at Buyer's sole cost and expense) and otherwise preserve the confidentiality of such information consistent with applicable Law. Information subject to the confidentiality obligations in this Section 9.5 does not include any information which (x) at the time of disclosure is generally available to or known by the public (other than as a result of its disclosure in breach of this Agreement) or (y) becomes available on a non-confidential basis from a Person who is not known to be bound by a confidentiality agreement with either Buyer or its Affiliates, or who is not otherwise prohibited from transmitting the information. Notwithstanding anything herein to the contrary, Seller, Manager, and Buyer agree (on behalf of itself and each Affiliate and Person acting on behalf of it) that each Party (and each employee, representative, and other agent of any Party) may disclose to any and all Persons, without limitation of any kind, the Tax treatment and Tax structure of the transaction and all materials of any kind (including opinions or other Tax analyses) that are provided to any Party or any Person relating to such Tax treatment and Tax structure, except to the extent necessary to

comply with any applicable federal or state securities Laws. Seller, Manager, and Buyer agree that the authorization contained in the immediately preceding sentence is not intended to permit disclosure of any other information, including (a) any portion of any materials to the extent not related to the Tax treatment or Tax structure of the transaction, (b) the identities of participants or potential participants in the transaction, (c) the existence or status of any negotiations, (d) any pricing or financial information (except to the extent such pricing or financial information is related to the Tax treatment or Tax structure of the transaction), or (e) any other term or detail not relevant to the Tax treatment or the Tax structure of the transaction.

9.6 Tax Matters.

(a) Tax Cooperation. Buyer, Seller, and Manager (or the Plan Administrator, as applicable) agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets (including access to the Books and Records, Tax records and Tax Returns) as is reasonably necessary for the preparation and filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any Claim, suit or proceeding relating to any Tax. Seller, Manager, and Buyer shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets.

(b) Allocation. Within ninety (90) days after the Closing Date, Buyer shall prepare a schedule allocating the Purchase Price (including the Assumed Obligations and any other items that are required for federal income Tax purposes to be treated as part of the Purchase Price) among the Purchased Assets in a manner consistent with Section 3.4(b) (such schedule, the “**Allocation**”), in accordance with Section 1060 of the Code and the Treasury Regulations thereunder (and any similar provision of state, local, or foreign Law). The Allocation shall be binding upon Buyer and Seller (or the Plan Administrator, as applicable). Buyer and Seller (or the Plan Administrator, as applicable) shall report and file all Tax Returns consistent with the Allocation and shall take no position contrary thereto or inconsistent therewith unless required by a final determination as defined in Section 1313 of the Code (including in any audits or examinations by any Governmental Authority or any other Proceeding). If any of the allocations determined pursuant to this Section 9.6(b) are disputed by any Governmental Authority, the Party or Parties receiving notice of such dispute shall promptly notify and consult with the other Parties concerning resolution of such dispute. Seller (or the Plan Administrator, as applicable) and Buyer each shall prepare a mutually acceptable and substantially identical Internal Revenue Service Form 8594, Asset Acquisition Statement Under Section 1060, consistent with the Allocation which the Parties shall use to report the transactions contemplated by this Agreement to the applicable taxing authorities. Buyer, Seller, and Manager shall cooperate in the filing of any forms (including Internal Revenue Service Form 8594) with respect to such Allocation. Notwithstanding any other provision of this Agreement, the terms and provisions of this Section 9.6(b) shall survive the Closing without limitation.

(c) Transfer Taxes. Seller shall be responsible for and shall pay, or cause to be paid, any documentary, sales, use, real property transfer, real property gains, registration, value-added, transfer, stamp, recording, and other similar Taxes, fees, and costs, together with all interest thereon, penalties, fines, costs, additions to Tax and other additional amounts with respect thereto (“**Transfer Taxes**”), which may be imposed in connection with the transactions contemplated by this Agreement. The Party required by legal requirements to do so shall prepare and file all necessary Tax Returns and other documentation with respect to any such Transfer Taxes in accordance with applicable legal requirements and the other Party shall cooperate in such preparation.

9.7 Prorations.

As promptly as reasonably practicable after the Closing, but in no event later than fifteen (15) days after the Closing Date, for purposes of this Section 9.7, the amount of any expense credited by one Party to the other shall be deemed an expense paid by that Party.

9.8 Personal Information Conveyed as Part of Sale.

With respect to the conveyance of Personal Information as part of the sale contemplated by this Agreement, Buyer shall materially adhere to the terms in the Manager's Privacy Policy and, to the extent applicable, any other Privacy Policy under which the data was collected, if any; *provided, however*, that Buyer may instead materially adhere to terms that are reasonably designed to be at least as protective of consumer privacy as any applicable Privacy Policy, or which are otherwise permissible with respect to applicable Privacy Laws. Buyer shall further make commercially reasonable efforts to ensure that all Processing of Personal Information conveyed as part of the sale contemplated by this Agreement shall comply with applicable Privacy Laws. For the avoidance of doubt, nothing in this Section limits, restricts, or prohibits Buyer from making material changes to any applicable Privacy Policies, provided that such changes are made in compliance with applicable Privacy Laws, including with respect to any conditions precedent to such changes.

**ARTICLE X
MISCELLANEOUS**

10.1 Non-Survival of Representations and Warranties.

The representations and warranties respectively made by Seller, Manager, and Buyer in this Agreement and in any certificate delivered hereunder will expire as of the Closing. Subsequent to Closing, no Claim with respect to any breach of any representation or warranty contained in this Agreement, whether such breach is known or unknown, and no Claim with respect to any known breach of a covenant to be performed at or prior to Closing contained in this Agreement may be pursued or maintained (either hereunder or otherwise) against any other Party. The Parties agree that the covenants contained in this Agreement to be performed after the Closing shall survive the Closing hereunder, and each Party shall be liable to the other after the Closing for any breach thereof.

10.2 "As-Is" Sale.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR SELLERS' REPRESENTATIONS AND WARRANTIES IN ARTICLE IV OF THIS AGREEMENT ("SELLERS' WARRANTIES"), THIS SALE IS MADE AND WILL BE MADE WITHOUT REPRESENTATION, COVENANT, OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, OR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STATUTORY) BY SELLERS. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, BUYER AGREES TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY, ALL OF WHICH SELLERS HEREBY DISCLAIM, EXCEPT FOR SELLERS' WARRANTIES. EXCEPT FOR SELLERS' WARRANTIES, NO WARRANTY OR REPRESENTATION IS MADE BY ANY SELLER AS TO FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, CONDITION, OPERATION OR INCOME, COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS, ABSENCE OF DEFECTS, ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, ABSENCE OF FAULTS, FLOODING, OR COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING THOSE RELATING TO HEALTH, SAFETY, AND THE

ENVIRONMENT (INCLUDING THE AMERICANS WITH DISABILITIES ACT). BUYER ACKNOWLEDGES THAT BUYER HAS ENTERED INTO THIS AGREEMENT WITH THE INTENTION OF MAKING AND RELYING UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PURCHASED ASSETS AND THAT BUYER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY SELLERS OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH OR UNDER OR ON SELLERS' BEHALF CONCERNING THE PURCHASED ASSETS. ADDITIONALLY, BUYER AND SELLERS HEREBY AGREE THAT (A) EXCEPT FOR SELLERS' WARRANTIES, BUYER IS TAKING THE PURCHASED ASSETS "AS IS" WITH ALL LATENT AND PATENT DEFECTS AND THAT EXCEPT FOR SELLERS' WARRANTIES, THERE IS NO WARRANTY BY ANY SELLER THAT THE PURCHASED ASSETS ARE FIT FOR A PARTICULAR PURPOSE, (B) EXCEPT FOR SELLERS' WARRANTIES, BUYER IS SOLELY RELYING UPON ITS EXAMINATION OF THE PURCHASED ASSETS, AND (C) BUYER TAKES THE PURCHASED ASSETS UNDER THIS AGREEMENT UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (EXCEPT FOR THE LIMITED WARRANTIES OF TITLE SET FORTH IN THE DEED AND SELLERS' WARRANTIES).

BUYER IS A SOPHISTICATED INVESTOR AND IS, OR WILL BE AS OF THE CLOSE OF ESCROW, FAMILIAR WITH THE PURCHASED ASSETS AND THEIR SUITABILITY FOR BUYER'S INTENDED USE. THE PROVISIONS OF THIS SECTION 10.2 SHALL SURVIVE INDEFINITELY ANY CLOSING OR TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO THE DOCUMENTS EXECUTED AT CLOSING.

10.3 Expenses; Indemnification.

(a) Each Party shall bear its own costs and expenses, including attorneys' fees, with respect to the transactions contemplated hereby. Notwithstanding the foregoing, in the event of any action or Proceeding to interpret or enforce this Agreement, the prevailing Party in such action or Proceeding (i.e., the Party who, in light of the issues contested or determined in the action or Proceeding, was more successful) shall be entitled to have and recover from the non-prevailing Party such costs and expenses (including all court costs and reasonable attorneys' fees) as the prevailing Party may incur in the pursuit or defense thereof.

(b) The Parties agree that if any Claims for commissions, fees or other compensation, including brokerage fees, finder's fees, or commissions are ever asserted against Buyer or Seller in connection with this transaction, all such Claims shall be handled and paid by the Party whose actions form the basis of such Claim and such Party shall indemnify (with counsel reasonably satisfactory to the Party entitled to indemnification) and hold the other Parties harmless from and against any and all such Claims or demands asserted by any Person, firm or corporation in connection with the transaction contemplated hereby. Manager is not responsible for any commissions, fees or other compensation, including brokerage fees, finder's fees, or commissions.

(c) Seller shall pay, indemnify, defend, and hold Buyer, its Affiliates and each of its and their respective Representatives including Mike Burke and Chad Brownstein (each individually and "**Indemnitee**" and collectively, the "**Indemnitees**") harmless (to the fullest extent permitted by Law) from and against any and all claims, demands, suits, actions, investigations, proceedings, liabilities, fines, costs, penalties, and damages, and all reasonable fees and disbursements of attorneys, experts, or consultants and all other costs and expenses actually incurred in connection therewith or in connection with the enforcement of this indemnification (as and when they are incurred and irrespective of whether suit is brought), at any time asserted against, imposed upon, or incurred by any of them in connection with, as a

result of or otherwise related to the negotiation or other discussions between any Indemnitee and any Key Stakeholder in connection with the transactions contemplated in this Agreement.

10.4 Amendment.

This Agreement may not be amended, modified or supplemented except by a written instrument signed by Seller, Manager, and Buyer.

10.5 Notices.

Any notice, request, instruction or other document to be given hereunder by a Party shall be in writing and shall be deemed to have been given, (a) when received if given in person, (b) on the date of transmission if sent by email or other electronic transmission (with answer back confirmation of such transmission), (c) upon delivery, if delivered by a nationally known commercial courier service providing next day delivery service (such as Federal Express), or (d) upon delivery, or refusal of delivery, if deposited in the U.S. mail, certified or registered mail, return receipt requested, postage prepaid:

To Buyer: AZ ATHLETIC ASSOCIATES LLC
6321 S Ellsworth Rd.
Mesa, AZ 85212
Attn: Mike Burke

with copies (which shall not constitute notice) to:

Paul Hastings LLP
515 South Flower Street, 25th Floor
Los Angeles, CA 90071
Attn: Peter S. Burke

To Legacy: Legacy Cares, Inc.
c/o MCA Financial Group, Ltd.
4909 N. 44th Street
Phoenix, Arizona 85018
Attn: Keith Bierman

with copies (which shall not constitute notice) to:

Warner Angle Hallam Jackson & Formanek, PLC
2555 E. Camelback Road, Suite 800
Phoenix, AZ 85016
Attn: Henk Taylor

and: Papetti Samuels Weiss McKirgan LLP
16430 N. Scottsdale Road, Suite 290
Scottsdale, Arizona 85254
Attn: Robert McKirgan

and: Slania Law, PLLC
2980 N. Swan Road, #222

Tucson, Arizona 85712
Attn: Michael A. Slania

To Manager: Elite Sports Group, LLC
6321 S. Ellsworth Rd., Bldg. 2
Mesa, Arizona 85212

with copies to: McCann Garland Ridall & Burke, LLC
11 Stanwix Street, Suite 1030
Pittsburgh, Pennsylvania 15222
Attn: J. Michael Baggett, Esq.

or to such other individual or address as a Party may designate for itself by notice given as herein provided.

10.6 Waivers.

The failure of a Party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a Party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing by Seller, Manager or Buyer, as applicable, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach of other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

10.7 Counterparts and Execution.

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

10.8 Headings.

The headings preceding the text of the Articles and Sections of this Agreement and the Exhibits and the Schedules are for convenience only and shall not be deemed part of this Agreement.

10.9 Submission To Jurisdiction.

THE PARTIES HEREBY AGREE THAT ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, SUITS, AND PROCEEDINGS RELATING TO THIS AGREEMENT OR THE OTHER AGREEMENTS CONTEMPLATED HEREIN SHALL BE FILED AND MAINTAINED ONLY IN THE BANKRUPTCY COURT, AND THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF SUCH COURT.

10.10 Governing Law.

This Agreement shall be governed by and construed in accordance with the Laws of Arizona (regardless of the Laws that might otherwise govern under applicable Arizona principles of conflicts of Law) as to all matters, including matters of validity, construction, effect, performance and remedies.

10.11 Binding Nature; Assignment.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties without prior written consent of the other Party (which shall not be unreasonably withheld or delayed); except (a) that Buyer may assign any of its rights and obligations hereunder to one or more Affiliates of Buyer (whether wholly owned or otherwise), any of Buyer's lenders and, following the Closing, in whole or in part to any one or more successors in interest to any Person acquiring all or any portion of the Purchased Assets or to any Third Party; (b) the rights and interests of Seller, as applicable, hereunder may be assigned to a trustee or other authorized representative appointed under chapter 11 or chapter 7 of the Bankruptcy Code; (c) this Agreement may be assigned to any entity appointed as a successor to Seller pursuant to a confirmed Chapter 11 plan; and (d) as otherwise provided in this Agreement. Sellers hereby agree that Buyer may grant a security interest in its rights and interests hereunder to its lenders, and Seller will sign a consent with respect thereto if so requested by Buyer or its lender, and that the terms of this Agreement shall be binding upon any subsequent trustee appointed under chapter 11 or chapter 7 of the Bankruptcy Code.

10.12 No Third Party Beneficiaries.

This Agreement is solely for the benefit of the Parties, and nothing contained herein, express or implied, is intended to confer on any Person other than the Parties or their successors and permitted assigns, any rights, remedies, obligations, Claims, or causes of action under or by reason of this Agreement.

10.13 Construction.

The language used in this Agreement will be deemed to be the language chosen by the Parties to this Agreement to express their mutual intent, and no rule of strict construction shall be applied against any Party. Any reference to any Law shall be deemed also to refer to all rules and Laws promulgated thereunder, unless the context requires otherwise. Whenever a Party's consent, approval or satisfaction is required under this Agreement, the decision as to whether or not to consent or approve or be satisfied shall be in the sole and exclusive discretion of such Party, and such Party's decision shall be final and conclusive.

10.14 Public Announcements.

Except as required by Law (including securities laws related to Legacy's Bonds) or in connection with the Bankruptcy Case, neither Seller, Manager nor Buyer shall issue any press release or public announcement or other public disclosure concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other Party relating to the contents and manner of presentation and publication thereof, which approval will not be unreasonably withheld, delayed or conditioned. Prior to making any public disclosure required by applicable Law, the disclosing Party shall give the other Party a copy of the proposed disclosure and reasonable opportunity to comment on the same. Notwithstanding the foregoing, Buyer shall not be restricted from making any public announcements or issuing any press releases after the Closing.

10.15 Schedules.

The information disclosed in any numbered part in the Schedules delivered by Seller or Manager, as applicable, to Buyer on the date hereof shall be deemed to relate to and to qualify only the particular representation or warranty set forth in the corresponding numbered section in this Agreement unless such information is disclosed in such a way that its relevance to another particular representation in the Agreement is reasonably apparent on its face.

10.16 Entire Understanding.

This Agreement, the Exhibits and the Schedules set forth the entire agreement and understanding of the Parties in respect to the transactions contemplated hereby and the Agreement, the Exhibits and the Schedules supersede all prior agreements, arrangements and understandings relating to the subject matter hereof and are not intended to confer upon any other Person any rights or remedies hereunder.

10.17 Severability.

If any term or other provision of this Agreement is held to be invalid, illegal, or incapable of being enforced under applicable Law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated herein are not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated herein are consummated as originally contemplated to the fullest extent possible.

10.18 Time of Essence; Specified Dates.

Time is of the essence for this Agreement and in the performance of the obligations and covenants to be performed or satisfied by any Party. Wherever a date specified in this Agreement falls on a day other than a Business Day, the date shall be extended to the next succeeding Business Day.

10.19 Closing Actions.

All deliveries, payments and other transactions and documents relating to the Closing shall be interdependent, and none shall be effective unless and until all are effective (except to the extent that the Party entitled to the benefit thereof has waived satisfaction or performance thereof as a condition precedent to the Closing).

10.20 Conflict Among Acquisition Documentation.

The Parties agree and acknowledge that to the extent any terms and provisions of this Agreement are in any way inconsistent with or in conflict with any term, condition or provision of any other agreement or document referred to herein, this Agreement shall govern and control.

10.21 Specific Performance.

The Parties agree that, if the Buyer notifies Seller in writing that Buyer is prepared to consummate the transactions contemplated herein on the terms set forth herein, and the Closing has not occurred within five (5) Business Days after the date that the Closing is required to occur pursuant to Section 3.3, then irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that Buyer (but not Seller) shall be entitled to specific performance, an injunction or injunctions, and other equitable remedies to prevent and restrain breaches or threatened breaches of this Agreement and to enforce specifically the performance of the terms and provisions of this Agreement, in addition to any other remedy to which they are entitled at law or in equity. Seller and Manager hereby knowingly and affirmatively waive, in any Proceeding for specific performance undertaken in accordance with this Section 10.21, the defense of adequacy of a remedy at law and the necessity of demonstrating damages or posting any bond or other security in connection therewith. Seller and Manager further agree that Buyer shall not be required to obtain, furnish or post any bond or similar instrument in connection with

or as a condition to obtaining any remedy referred to in this Section 10.21, and Seller and Manager hereto irrevocably waive any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument. Seller and Manager further agree that the only permitted objection that it may raise in response to any action for equitable relief is that it contests the existence of a breach or threatened breach of this Agreement. Seller and Manager further agree that (A) by seeking the remedies provided for in this Section 10.21, Buyer shall not in any respect waive its right to seek any other form of relief that may be available to Buyer under this Agreement and (B) nothing contained in this Section 10.21 shall require Buyer to institute any Proceeding for (or limit any party's right to institute any Proceeding for) specific performance under this Section 10.21 before exercising any termination right under Article VIII of this Agreement (and, if permitted under the terms of this Agreement, pursuing damages after such termination) nor shall the commencement of any action pursuant to this Section 10.21 or anything contained in this Section 10.21 (other than the last sentence of this Section 10.21) restrict or limit Buyer's right to terminate this Agreement in accordance with the terms of Article VIII of this Agreement or pursue any other remedies under this Agreement that may be available then or thereafter. Seller and Manager further agree that following the termination of this Agreement in accordance with Section 10.21, Buyer shall be entitled to seek an injunction or injunctions from a court of competent jurisdiction as set forth in Section 10.21 to enforce specifically Buyer's surviving obligations herein.

10.22 Release.

Seller and Manager, on behalf of itself and each of its Affiliates and its and their current or former Representatives, hereby releases and forever discharges Buyer, its Affiliates and each of its and their respective individual, joint or mutual, past, present and future Representatives, successors and assigns, including Mike Burke and Chad Brownstein (individually, a "**Releasee**" and collectively, "**Releasees**") from any and all claims, demands, Proceedings, causes of action and judgments that such releasing Person or any of its respective current or former Representatives now have, have ever had or may hereafter have against the respective Releasees, and from any and all Contracts, debts and Liabilities that any Releasee now has, has ever had or may hereafter have in favor of Seller, Manager or any of their current or former Representatives, in each case of any nature (whether absolute or contingent, asserted or unasserted, known or unknown, primary or secondary, direct or indirect, and whether or not accrued) arising contemporaneously with or before the Closing Date or on account of or arising out of any matter, cause or event occurring contemporaneously with or before the Closing Date, and whether or not relating to claims pending on, or asserted after, the Closing Date, including the claims identified in that certain Notice Regarding Certain Defaults and other Material Events dated February 27, 2023 (in each case other than any obligations of Buyer arising under this Agreement) (collectively, the "**Released Claims**"). Seller and Manager hereby irrevocably covenant to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced, any Proceeding of any kind against any Releasee, based upon any Released Claim.

10.23 Title.

(a) (i) The parties acknowledge and agree that (A) Buyer has ordered a title commitment for a leasehold owner's policy of title insurance (the "Commitment") from Titlevest (the "Title Company") and (B) Buyer may order at its own expense a survey for the Property (the "Survey"). On or prior to the date that is five (5) Business Days after receipt of the Commitment (or the Survey if ordered by Buyer) by Buyer (the "Objection Period"), TIME BEING OF THE ESSENCE, Buyer or Buyer's attorneys shall deliver to Seller and Seller's attorneys written notice of Buyer's objections (the "Title Objections") to any survey matters, and to any liens, encumbrances or other title exceptions which do not constitute Permitted Encumbrances. If Buyer or Buyer's attorneys do not deliver any such objection notice within the Objection Period, then Buyer shall be deemed to have waived its right to object to any liens, encumbrances or other title exceptions appearing on such Commitment or any Survey (and the same shall

not constitute Title Objections and shall be deemed Permitted Encumbrances); provided however, Buyer shall have the right to object by delivery of written notice to Seller and Seller's attorneys, on or prior to the earlier of (i) two (2) days after receipt by Buyer of written notice of a new exception or encumbrance (which is not a Permitted Encumbrance, and which was not revealed by the initial Commitment), and (ii) Closing, to any item that becomes of record after the date of the Commitment or the Survey and which would not otherwise be a Permitted Encumbrance. Notwithstanding the foregoing, Buyer shall not be entitled to object to, and shall be deemed to have approved, any liens, encumbrances or other title exceptions (and the same shall not constitute Title Objections but shall be deemed Permitted Encumbrances) (1) over which the Title Company is willing to insure (without additional cost to Purchaser) or (2) which will be extinguished upon the transfer of the Property to Buyer, whether pursuant to the Sale Order or otherwise (collectively, the "Non-Objectable Encumbrances").

(i) Within two (2) business days after receipt of the Title Objections, Seller shall give notice ("Seller's Response Notice") advising Buyer whether Seller agrees to cure any of the Title Objections, and, if Seller gives such notice that it agrees to cure any Title Objections, Seller shall be obligated to do so prior to Closing, or advising Buyer whether Seller is unable or unwilling to cure any of the Title Objections, and if Seller fails to give Buyer notice within such two (2) business days after receipt of the Title Objections that it has agreed to cure any Title Objection, then Seller shall be deemed to have advised Buyer that it is unwilling or unable to cure such Title Objections. In the event Seller's Response Notice notifies Purchaser that Seller is unable or unwilling to cure any of the Title Objections, then Purchaser shall notify Seller of its intention to either terminate this Agreement, whereupon this Agreement shall terminate or proceed to Closing and accept title to the Property subject to the Title Objections, without any abatement of the Purchase Price, or any liability or obligation on the part of Seller by reason of such Title Objections. In the event Buyer fails to notify Seller of its intention to either terminate or close over such Title Objections within two (2) business days following Seller's Response Notice, then Buyer shall be deemed to have elected to close the transactions contemplated hereunder, subject to the Title Objections (without any abatement of the Purchase Price, or any liability or obligation on the part of Seller by reason of such Title Objections).

(ii) Except as set forth in clause (ii) above and this clause (iii), it is expressly understood that in no event shall Seller be required to bring any action or institute any proceeding, or to otherwise incur any costs or expenses in order to attempt to eliminate any Title Objections or to otherwise cause title in the Property to be in accordance with the terms of this Agreement on the Closing Date. Notwithstanding the foregoing, Seller shall be obligated to remove (i) all mortgages, deeds of trust or other encumbrances, including all mechanics liens, judgment liens and monetary liens, which affect the Property and which were created, assumed, caused or incurred by or through Seller ("Mortgages"), and (ii) all mechanics liens, judgment liens and monetary liens, which affect the Property and which were not created, assumed, caused or incurred by or through Seller (collectively, "Monetary Liens"). If Seller is required to remove a Monetary Lien pursuant to the terms of this Agreement, then Seller shall be entitled to postpone the Closing for a period of ten (10) days in order to endeavor to remove such Monetary Lien. In the event that Seller is unable or unwilling to cure any Monetary Lien, then Buyer shall notify Seller of its intention to either terminate this Agreement, whereupon this Agreement shall terminate or proceed to Closing and accept title to the Premises subject to the Monetary Lien.

For the purposes of the foregoing, "**Property**" shall mean (a) Legacy's leasehold interest under the Ground Lease and (b) the Owned Improvements.

For the purposes of the foregoing, "**Permitted Encumbrances**" shall mean:

(a) Non-Objectable Encumbrances and any liens, encumbrances or other title exceptions approved or waived by Purchaser as provided herein;

- (b) property taxes which are a lien but not yet due and payable;
- (c) any installment not yet due and payable of assessments affecting the Premises or any portion thereof;
- (d) any laws, rules, regulations, statutes, ordinances, orders, other legal requirements affecting the Property, including those relating to zoning and land use; and
- (e) rights and interests held by tenants under the leases in effect at Closing.

[END OF PAGE]

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignors and Assignee have duly executed and delivered this Agreement as of the date first above written.

LEGACY:

Legacy Cares, Inc., an Arizona nonprofit corporation



By: _____

Name: Keith Bierman

Title: Chief Restructuring Officer

MANAGER:

Elite Sports Group, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

ASSIGNEE:

AZ Athletics Associates LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be executed and delivered on the date first above written.

SELLER:

LEGACY CARES, INC.

By: _____
Name: _____
Its: _____

MANAGER:

ELITE SPORTS GROUP, LLC

By: _____
Name: _____
Its: _____

BUYER:

AZ ATHLETIC ASSOCIATES LLC

By: Michael Burke
Name: Michael Burke
Its: President

IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be executed and delivered on the date first above written.

SELLER:

LEGACY CARES, INC.

By: _____
Name: _____
Its: _____

MANAGER:

ELITE SPORTS GROUP, LLC

By:  _____
Name: Brett Miller
Its: Managing Member

BUYER:

AZ ATHLETIC ASSOCIATES LLC

By: _____
Name: _____
Its: _____

Exhibit B

Form of Bill Of Sale

Reference is made to that certain Asset Purchase Agreement, dated as of November [●], 2023 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Purchase Agreement**”), by and between LEGACY CARES, INC., an Arizona nonprofit corporation (“**Seller**”), ELITE SPORTS GROUP, LLC, a Delaware limited liability company (“**Manager**”), and AZ ATHLETIC ASSOCIATES LLC, a Delaware limited liability company (“**Buyer**”). Capitalized terms used herein shall have the meanings ascribed to them in the Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Manager do hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER to Buyer without any warranty of any kind, except as set forth in the Purchase Agreement, any and all of Seller’s and Manager’s rights, title and interests, if any, in and to the Purchased Assets (as defined in the Purchase Agreement), TO HAVE AND TO HOLD the Purchased Assets unto Buyer and Buyer’s heirs, legal representatives, successors and assigns forever.

THE PURCHASED ASSETS ARE BEING ASSIGNED “**AS-IS**”, “**WHERE-IS**”, AND “**WITH ALL FAULTS**” AS OF THE DATE OF THIS BILL OF SALE, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH IN THE PURCHASE AGREEMENT. BUYER IS HEREBY ACQUIRING THE PURCHASED ASSETS BASED SOLELY UPON BUYER’S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THE PURCHASED ASSETS AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY SELLER, MANAGER OR THEIR AGENTS OR CONTRACTORS, EXCEPT AS SET FORTH IN THE PURCHASE AGREEMENT. SELLER AND MANAGER HAVE MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE ANY OF THE PURCHASED TANGIBLE PERSONAL PROPERTY. EXCEPT AS SET FORTH IN THE PURCHASER AGREEMENT, SELLER AND MANAGER HEREBY SPECIFICALLY DISCLAIM ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PURCHASED ASSETS OR SELLER’S OR MANAGER’S TITLE THERETO.

Executed signature pages to this Bill of Sale may be delivered by facsimile or electronic transmission (including, without limitation, portable document format (.pdf), DocuSign and AdobeSign), which facsimile or electronic copy shall be deemed to be an original executed signature page binding on the party that so delivered the executed signature page by facsimile or electronic transmission.

This Bill of Sale shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Arizona.

[signatures on following page]

IN WITNESS WHEREOF, this Bill of Sale has been executed as of the date first written above.

SELLER:

LEGACY CARES, INC.,
an Arizona nonprofit corporation

By: _____
Name: _____
Title: _____

MANAGER:

ELITE SPORTS GROUP, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Exhibit C

Form of Assignment and Assumption Agreement

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of November [●], 2023 (this “Agreement”), is by and between LEGACY CARES, INC., an Arizona nonprofit corporation (“Legacy”), ELITE SPORTS GROUP, LLC, a Delaware limited liability company (“Manager”, and together with Legacy, each individually, an “Assignor” and collectively, the “Assignors”), and AZ ATHLETIC ASSOCIATES LLC, a Delaware limited liability company (the “Assignee”). The Assignee and the Assignors may be referred to herein, individually, as a “Party” and, collectively, as the “Parties”. Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, this Agreement is being delivered in connection with the Closing of the transactions contemplated by the Asset Purchase Agreement, dated as of November [●], 2023, by and among the Assignors and the Assignee (the “Purchase Agreement”), pursuant to which, upon the terms and subject to the conditions set forth in the Purchase Agreement, the Assignors have agreed to sell, convey, transfer, assign and deliver to the Assignee, and the Assignee has agreed to purchase, acquire and accept from the Assignors, all of the Assignors’ right, title and interest in, to and under the Assumed Obligations;

WHEREAS, this Agreement, as duly executed by the Assignee and the Assignors, is being delivered as of the date hereof by each Party to the other Parties effective as of the Closing to effect the assignment from the Assignors of all of the Assignors’ right, title and interest in and to the Assumed Obligations and to effect the assumption by the Assignee of the Assumed Obligations; and

WHEREAS, this Agreement constitutes the Assignment and Assumption Agreement referred to in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and the premises and the mutual agreements and covenants set forth in the Purchase Agreement, and intending to be legally bound hereby, the Assignee and the Assignors hereby agree as follows:

ARTICLE I

ASSIGNMENT AND ASSUMPTION

Section 1.01 Assignment. On the terms and subject to the conditions set forth in the Purchase Agreement, effective as of the Closing, the Assignors hereby irrevocably, absolutely and unconditionally sell, transfer, convey, assign and deliver to the Assignee, and the Assignee hereby accepts all of the Assignors’ right, title and interest in, to and under the Assumed Obligations.

Section 1.02 Assumed Obligations. On the terms and subject to the conditions set forth in Section 2.3 of the Purchase Agreement, effective as of the Closing, the Assignee will assume, and pay, discharge and perform when due in accordance with their terms, the Assumed Obligations.

Section 1.03 Excluded Liabilities. Notwithstanding anything to the contrary contained herein, each of the Parties hereby acknowledges and agrees that the Assignors are not selling, assigning, conveying, transferring or delivering any Liabilities (including any Excluded Liabilities), other than the Assumed

Obligations, to the Assignee, and the Assignee shall not assume, be deemed to have assumed or be liable or obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities (including any Excluded Liabilities), other than the Assumed Obligations.

ARTICLE II

MISCELLANEOUS

Section 2.01 Purchase Agreement. This Agreement is expressly made subject to the terms of the Purchase Agreement. Nothing in this Agreement, express or implied, is intended to or shall (or shall be construed or deemed) to affect, replace, supersede, rescind, waive, amend, modify, expand, limit or otherwise impair, in any way, any of the provisions of the Purchase Agreement, including, without limitation, any of the representations, warranties, covenants, rights, remedies or obligations of any Assignor or the Assignee provided for therein or arising therefrom, all of which shall remain in full force and effect in accordance with their terms. The representations, warranties, covenants, and the other terms and provisions contained the Purchase Agreement shall not be merged with or into this Agreement but shall survive the execution and delivery of this Agreement, to the extent, and in any manner, set forth in the Purchase Agreement. In the event of any conflict, ambiguity or inconsistency between any of the terms or provisions of this Agreement, on the one hand, and any of the terms or provisions of the Purchase Agreement, on the other hand, the terms and provisions of the Purchase Agreement shall govern and control.

Section 2.02 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 2.03 Amendment and Waiver. This Agreement may be amended or waived, and any provision of this Agreement may be amended or waived, if, and only if, such amendment or waiver, as the case may be, is in writing and signed, in the case of an amendment, by the Assignors and the Assignee, or in the case of a waiver, by the Party against whom the waiver is to be effective.

Section 2.04 Entire Agreement. This Agreement, together with the Purchase Agreement, Sale Order and the other agreements contemplated thereby, are the entirety of the agreements between the Parties with respect to the specific subject matter set forth herein, and supersede all other prior written agreements and understandings, if any, whether written or oral, related to the subject matter set forth herein.

Section 2.05 Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver

(a) This Agreement is to be governed by and construed in accordance with the laws of the state of Arizona, without giving effect to the choice of law principles thereof, including all matters of construction, validity and performance.

(b) The Bankruptcy Court will have jurisdiction over any and all actions, claims, suits or proceedings, whether in law or equity, arising out of, based upon or relating to this Agreement or the transactions contemplated hereby and each party hereto hereby irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court) in respect of any such action, claim, suit or proceeding and agrees that it will not bring any such action, claim, suit or proceeding in any other court; provided, however, that if the Bankruptcy Case is dismissed or if the Bankruptcy Court is unable to hear any such action, claim, suit or proceeding, the courts of the state of Arizona and any state appellate court therefrom within the state of Arizona will have sole jurisdiction over any such action, claim, suit or proceeding. Each party hereto hereby irrevocably waives, and agrees not to assert as a defense, counterclaim or otherwise, in any such action, claim, suit or proceeding, (a) any claim that it is not personally subject to the jurisdiction of the above named courts for

any reason other than the failure to serve process in accordance with Section 10.5 of the Purchase Agreement, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in any such court (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (c) to the fullest extent permitted by applicable law, any claim that (i) the action, claim, suit or proceeding in such court is brought in an inconvenient forum, (ii) the venue of such action, claim, suit or proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by any such court. Each Party hereto agrees that notice or the service of process in any action, claim, suit or proceeding arising out of, based upon or relating to this Agreement, or the transactions contemplated hereby, shall be properly served or delivered if delivered in the manner contemplated by Section 10.5 of the Purchase Agreement.

(c) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, BASED UPON OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 2.06 Severability. If any term, condition or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced under any applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement in such jurisdiction or affect the validity, legality or enforceability of any provision in any other jurisdiction and all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby is not affected in a manner adverse to any party hereto. Upon such determination that any term, condition or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to eliminate such invalidity, illegality or incapability of enforcement and to effect the original intent of the Parties hereto as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 2.07 Captions. The captions and article and section numbers in this Agreement are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References in this Agreement to articles and sections are to articles and sections of this Agreement unless otherwise specified.

Section 2.08 Counterparts. This Agreement and any amendments hereto, to the extent signed and delivered by means of scanned pages via electronic mail or by electronic means using DocuSign or otherwise, shall be treated in all manner and respects as original contracts and shall be considered to have the same binding legal effects as if they were the original signed versions thereof delivered in person. At the reasonable request of any Party, the other Party shall re-execute original forms and deliver them to all such Parties. No Party shall raise the use of email or electronic means using DocuSign or otherwise to deliver a signature or the fact that any signature was transmitted or communicated through the use of email or electronic means using DocuSign or otherwise as a defense to the formation of a contract and each such Party forever waives any such defense. This Agreement is not binding unless and until signature pages are executed and delivered by each of the Parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and any one of which need not contain the signature of more than one (1) Party, but all such counterparts taken together shall constitute one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

ASSIGNORS:

Legacy Cares, Inc.

By: _____
Name:
Title:

Elite Sports Group, LLC

By: _____
Name:
Title:

ASSIGNEE:

[AZ Athletic Associates LLC]

By: _____

Name:

Title:

Exhibit D

Intellectual Property Assignment Agreement

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is executed and delivered as of November [●], 2023, by and among LEGACY CARES, INC., an Arizona nonprofit corporation (“Legacy”), ELITE SPORTS GROUP, LLC, a Delaware limited liability company (“Manager”), and AZ ATHLETIC ASSOCIATES LLC, a Delaware limited liability company (“Assignee”), pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of November [●], 2023, herewith (the “Purchase Agreement”), by and among Legacy, Manager and Assignee. Capitalized terms used but not defined in this Agreement have the meanings given to them in the Purchase Agreement.

In connection with the transactions contemplated by the Purchase Agreement, Legacy and Manager have agreed to assign, transfer, convey and deliver to Assignee the Purchased Assets, including, without limitation, the registered and applied for intellectual property set forth on Schedule 1 attached hereto, and have agreed to execute and deliver this Agreement and the documents contemplated hereby for recording with any Governmental Authority, including the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing, the transactions contemplated by the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Legacy and Manager hereby irrevocably sell, transfer, assign, convey and deliver, and Assignee hereby accepts, all of Assignors’ right, title and interest in, to and under the Intellectual Property (a) owned by Legacy and (b) owned by Manager that is related to the Manager’s duties, obligations and performance under the QMA, free and clear of all Liens (other than Permitted Purchased Asset Liens), including, without limitation, the registered and applied for intellectual property set forth on Schedule 1, together with all of the goodwill associated therewith. The parties hereto acknowledge and agree that the assignment, transfer and conveyance of any intent-to-use applications hereunder is in connection with the sale and assignment of that portion of the business of Legacy or Manager to which the mark under such application pertains, and that such portion of the business is ongoing and existing.

2. Recordation and Further Actions. To the extent applicable, Legacy and Manager authorize the Commissioner for Trademarks, the Register of Copyrights and any other governmental officials to record and register this Agreement. Legacy and Manager agree to take other actions, including executing and delivering documents and other instruments, reasonably necessary to confirm, perfect and consummate the transactions contemplated hereby, including assisting Assignee with any domain name registration transfer procedures with the applicable domain name registrars.

3. Terms of the Purchase Agreement. This Agreement is being entered into in connection with the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. No Waiver or Modification. Neither this Agreement nor any term hereof may be changed, waived, discharged, or terminated other than by an instrument in writing signed by Assignors and Assignee.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a portable document format (.pdf or similar format) data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

6. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns, including, in the case of Assignor, any trustee or estate representative appointed in the Bankruptcy Case.

7. Governing Law. This agreement is to be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to the choice of law principles thereof, including all matters of construction, validity and performance.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignors and Assignee have duly executed and delivered this Agreement as of the date first above written.

LEGACY:

Legacy Cares, Inc., an Arizona nonprofit corporation

By: _____
Name: _____
Title: _____

MANAGER:

Elite Sports Group, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

AZ Athletics Associates LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Schedule 1

SCHEDULE 2.1(b) ACCOUNTS RECEIVABLE, ETC.

As of 11/17/2023. To be updated at Closing to reflect current accounts receivable, etc. at Closing.

Customer	Current Open Balance	10/18/2023 - 11/16/2023 (30) Open Balance	9/18/2023 - 10/17/2023 (60) Open Balance	8/19/2023 - 9/17/2023 (90) Open Balance	Before 8/19/2023 (>90) Open Balance	Total Open Balance
<i>Trade Receivables maintained on Elite Sports Group's accounting system</i>						
1 Luna Street Food Truck	1,148.80	-	-	-	125.29	1,274.09
100 The Taste	-	-	1,478.60	-	-	1,478.60
102 Event Palette LLC	-	-	15,242.57	-	-	15,242.57
105 Jamba Juice	-	-	510.00	-	-	510.00
110 EXOS	-	3,481.94	2,491.35	-	-	5,973.29
113 Keraunos Collective LLC	-	95,850.00	-	-	-	95,850.00
12 Berrie Kabob	-	-	-	-	3,310.80	3,310.80
13 American Beverage Marketing	-	-	-	-	5,000.00	5,000.00
16 Blue Sky Pest Control	-	5,041.67	-	-	10,083.32	15,124.99
17 Lerner & Rowe	-	-	-	-	107,500.00	107,500.00
2 Kona Ice of East Valley, LLC	-	1,138.00	2,001.66	1,077.80	6,935.00	11,152.46
22 Phoenix Childrens Hospital	-	-	-	-	96,250.00	96,250.00
23 Rockin Protein	-	(6,666.67)	(6,666.67)	(6,666.67)	43,333.33	23,333.32
25 Medieval Times Dinner & Tournament	-	1,500.00	-	-	-	1,500.00
3 Papa Bears Barbeque LLC	-	-	-	-	167.44	167.44
30 PS I Love AZ LLC	-	-	704.15	-	-	704.15
34 Park University	-	-	-	-	(960.00)	(960.00)
36 Higley Unified School District No. 60	-	-	-	(150.00)	300.00	150.00
4 Jungle Berry - The Oak Central Phoenix LLC	1,078.00	615.49	717.69	-	-	2,411.18
48 Valley Toyota Dealers	-	-	-	-	131,250.00	131,250.00
5 Crazy Pineapple - Saunders Restaurant Group	992.93	-	-	705.48	-	1,698.41
52 AZ Indo American Pickleball	-	-	-	-	230.00	230.00
53 Seton Catholic Preparatory	-	-	-	-	945.00	945.00
54 Wings of Strength	-	-	-	-	1,700.00	1,700.00
55 US Basketball University	-	-	-	-	3,036.00	3,036.00
65 Alianza de Futbol	-	-	-	-	1,176.00	1,176.00
66 Scotus Pro	-	(4,500.00)	(4,500.00)	6,000.00	12,000.00	9,000.00
67 HotShots Softball	-	-	-	-	(1,500.00)	(1,500.00)
68 Minnesota Renegades	-	-	-	-	(1,150.00)	(1,150.00)
69 Voodoo	-	-	-	-	(500.00)	(500.00)
7 Not your Typical Delicatessen and Catering	-	-	-	-	3,365.36	3,365.36
70 Absolute Blast	-	-	-	-	(650.00)	(650.00)
75 GameDay USA	56,165.00	-	-	-	-	56,165.00
8 Maui Wowi	-	982.86	-	-	12,334.68	13,317.54
80 State 48 Roofing	-	(575.00)	-	-	23,000.00	22,425.00
82 Altitude Volleyball Club	-	358,253.13	-	-	-	358,253.13
83 360 Kitchen	-	-	-	-	187.20	187.20
84 Papa Bear's Barbeque	-	-	-	-	295.59	295.59
85 Becerra's Kitchen	-	-	-	-	386.40	386.40
86 Bayi Handy	-	-	-	-	200.00	200.00
87 Gracie Barra Arizona	-	-	-	409.36	-	409.36
88 Harkins	-	-	266.00	-	-	266.00
89 SpotOn - Restaurant	-	-	-	-	2,556.94	2,556.94
91 Next Level Physical Therapy	-	550.00	550.00	-	-	1,100.00
92 United Futsal	-	-	-	10,840.00	-	10,840.00
93 East Valley Futbol	-	-	-	3,822.00	-	3,822.00

SCHEDULE 2.1(b) ACCOUNTS RECEIVABLE, ETC.

95 Made Hoops	-	-	-	23,872.00	-	23,872.00
98 HJR Global	-	-	3,000.00	-	-	3,000.00
99 Athletes Unlimited	-	13,624.65	-	-	-	13,624.65
Subtotal	59,384.73	469,296.07	15,795.35	39,909.97	460,908.35	1,045,294.47
<i>Trade Receivables maintained on Legacy Sport's accounting system</i>						
020422 Stirling	-	-	-	-	11,760.00	11,760.00
031922-Punk in Drublic	-	-	-	-	(29,685.00)	(29,685.00)
06747 Coco5	-	-	-	-	288,750.00	288,750.00
07842 Vienna Beef	-	-	-	-	12,500.00	12,500.00
08156 AZ Maui Wowi, LLC	-	-	-	-	(0.32)	(0.32)
12849 Park University	-	-	-	-	2,350.00	2,350.00
13980 Pacific Office Automation, Inc.	-	-	-	-	2,025.44	2,025.44
14028 Gilbert Theater, LLC	-	-	-	-	5,000.00	5,000.00
14060 Jennifer Pape	-	-	-	-	5,113.84	5,113.84
14162 Brittany Briggs	-	-	-	-	163.52	163.52
14163 Caleb Smith	-	-	-	-	163.52	163.52
14164 Michael Ward	-	-	-	-	102.20	102.20
14165 Rashad Woodrow	-	-	-	-	163.52	163.52
14220 Carli Patterson	-	-	-	-	2,190.00	2,190.00
14225 Jamie Brown	-	-	-	-	125.00	125.00
14226 J'Cory Horne	-	-	-	-	1,750.00	1,750.00
14227 Genevieve Placencio	-	-	-	-	450.00	450.00
14235 Valley Futbol Club Raiders-Lanny Gholston	-	-	-	-	8,705.74	8,705.74
14236 Cactus Football League-Matt Archer	-	-	-	-	6,600.00	6,600.00
14237 Extreme Football League-Mitchell Mortaza	-	-	-	-	4,415.04	4,415.04
14238 US LAX Events-Henry Sitkiewicz	-	-	-	-	2,432.36	2,432.36
14283 Kimberly Cox	-	-	-	-	70.00	70.00
14725 Sportera Events USA, Inc.	-	-	-	-	1,986.00	1,986.00
14753 Arete Recovery Institute LLC	-	-	-	-	76,466.25	76,466.25
14801 Living Word Global Churches, Inc.	-	-	-	-	1,500.00	1,500.00
15751 Rick Sagoo-Arjun Sagoo	-	-	-	-	2,250.00	2,250.00
15752 Tor Bailey-Blake Bailey	-	-	-	-	2,250.00	2,250.00
15754 Lisa McWilliams-Colton McWilliams	-	-	-	-	550.00	550.00
15755 Kim Smith-Hayden Smith	-	-	-	-	183.00	183.00
15756 Megan Thornton-Jack Thornton	-	-	-	-	350.00	350.00
15757 Laurie Courtemanche-Jackson Courtemanche	-	-	-	-	350.00	350.00
15758 Esther Dominguez-Jayda(Raul) Dominguez	-	-	-	-	700.00	700.00
15759 Joji Malayil-Joshua Malayil	-	-	-	-	1,100.00	1,100.00
15760 Taima Ahsoon-Meafou Ahsoon	-	-	-	-	2,250.00	2,250.00
15761 Mary Crowder-Peyton Crowder	-	-	-	-	2,100.00	2,100.00
15763 Samuel David Rivas-Samuel I Rivas	-	-	-	-	2,250.00	2,250.00
15782 Basketball-AUBD Australia	-	-	-	-	2,065.00	2,065.00
15783 Basketball-ALA QC	-	-	-	-	260.00	260.00
15785 Basketball-Chargers	-	-	-	-	300.00	300.00
15788 Basketball-MV Prep	-	-	-	-	300.00	300.00
15789 Basketball-Southern Havoc	-	-	-	-	325.00	325.00
16408 American Medical Response Ambulance Service, Inc.	-	-	-	-	1,000.00	1,000.00
16703 Allure Events	-	-	-	-	16,339.70	16,339.70
VALLEY Valley United FC	-	-	-	-	13,269.22	13,269.22
Subtotal	-	-	-	-	453,289.03	453,289.03
Total Trade Receivables	59,384.73	469,296.07	15,795.35	39,909.97	914,197.38	1,498,583.50

SCHEDULE 2.1(b) ACCOUNTS RECEIVABLE, ETC.

Deposits with Vendors

Playground Deposit

62,139.00

19010 · Utility Deposits (excludes SRP)

10,960.00

19000 · Deposits - F&B

40,210.43

Total Deposits with Vendors

113,309.43

Grand Total

1,611,892.93

SCHEDULE 2.1(c) UNEARNED RESTRICTED CASH

To be updated at Closing to reflect current Unearned Restricted Cash at Closing.

No.	Description	Balance "as of" Date	Amount
1	M&O Agreement Cash	11/17/2023	\$ 415,238.61
2	GameSource Cash	11/10/2023	\$ 36,400.16

SCHEDULE 2.1(e) PURCHASED TANGIBLE PERSONAL PROPERTY

MACHINERY, FIXTURES & EQUIPMENT ASSET CATEGORY	DATE PURCHASED	COST	VENDOR	ASSET DESCRIPTION
Baseball & Softball Equipment	7/19/2021	\$ 50,004.62	Sportaflex, LLC	FF&E Modular Aluminum/Mesh Fencing (Portable)
Baseball & Softball Equipment	8/13/2021	175,000.00	Chase Sports Specialist, LLC	Deposit for baseball related equipment
Baseball & Softball Equipment	8/20/2021	53,678.99	Wilson Sporting Good Co.	Stamped Logo Baseballs
Baseball & Softball Equipment	10/1/2021	5,850.00	Trigon Sports International, Inc.	Pitcher's mats and pitcher's plates
Baseball & Softball Equipment	10/1/2021	38,808.00	Chase Sports Specialist, LLC	Portable Game Mounds
Baseball & Softball Equipment	10/18/2021	50,004.62	Sportaflex, LLC	Portable Baseball Fencing
Baseball & Softball Equipment	10/20/2021	46,146.02	Mobile Modular Mgmt Co.	Mobile Project Office - Softball/Baseball
Baseball & Softball Equipment	12/8/2021	222,748.88	Shade N Net	Softball/baseball shade canopies - Pay App #1
Baseball & Softball Equipment	12/24/2021	14,987.28	FieldTurf Northwest, Inc	T-Series base sets
Baseball & Softball Equipment	1/28/2022	172,736.24	BSN Sports, LLC	Baseball equipment
Baseball & Softball Equipment	1/28/2022	63,278.32	Chase Sports Specialist, LLC	Baseball equipment
Baseball & Softball Equipment	2/2/2022	5,409.51	FieldTurf Northwest, Inc	Orange soft touch bases
Baseball & Softball Equipment	2/2/2022	108,647.61	Sportaflex, LLC	Portable Baseball Fencing
Baseball & Softball Equipment	2/11/2022	95,463.81	Shade N Net	Softball/baseball shade canopies - Pay Apps #2 and #3
Baseball & Softball Equipment	4/13/2022	14,791.72	BSN Sports, LLC	Baseball equipment
Baseball & Softball Equipment	4/28/2022	8,783.63	Shade N Net	Softball/baseball shade canopies - Pay App Inv #4
Baseball & Softball Equipment	12/31/2022	36,333.34	Shade N Net	Final Contract Amount Due on Softball / Baseball Shade Canopies
Baseball & Softball Equipment	12/31/2022	23,714.96	**	<i>Assets transferred from Legacy Sports, LLC</i>
Baseball & Softball Equipment	1/31/2023	12,216.78	Korean Hanwha Eagles- Baseball	
Baseball & Softball Equipment Total		1,198,604.33		
Basketball Equipment	1/5/2022	144,713.00	Connor Sports Specialist, LLC	Portable basketball flooring system in Building C
Basketball Equipment	4/13/2022	37,385.41	BSN Sports, LLC	Basketball Equipment
Basketball Equipment Total		182,098.41		
Cheer, Dance & Gymnastics Equipment	12/15/2021	10,910.00	Just Foam Inc.	Foam blocks for gymnastics area
Cheer, Dance & Gymnastics Equipment	12/15/2021	1,008.04	Marathon Fitness	Yoga blocks for cheer dance
Cheer, Dance & Gymnastics Equipment	12/22/2021	351,386.92	ROV LLC	Cheer, Dance & Gymnastics Equipment
Cheer, Dance & Gymnastics Equipment	1/5/2022	4,702.31	Enhance Mats Inc.	Gymnastics court runners
Cheer, Dance & Gymnastics Equipment	3/31/2022	45,490.72	**	<i>Current month equipment purchases</i>
Cheer, Dance & Gymnastics Equipment	4/28/2022	368,954.91	ROV, LLC	Cheer, Dance & Gymnastics Equipment - Statement 4.11.22
Cheer, Dance & Gymnastics Equipment Total		782,452.90		
Computer Equipment	6/30/2022	201,505.03	**	<i>Assets transferred from Legacy Sports, LLC (Point of Sale System-Related)</i>
Computer Equipment Total		201,505.03		
Emergency Medical Equipment	10/20/2021	8,696.00	Mito Red Light Inc	Medical Equipment
Emergency Medical Equipment	10/20/2021	5,094.00	Owen's Recovery Science	Medical Equipment
Emergency Medical Equipment	11/9/2021	45,000.00	Dari Motion, Inc.	Motion Capture Equipment (Medical)
Emergency Medical Equipment	11/24/2021	10,806.13	Game Ready	Medical Equipment
Emergency Medical Equipment	12/8/2021	16,795.47	Advanced Rehabilitation Systems, Inc.	Medical/wellness equipment and supplies
Emergency Medical Equipment	1/5/2022	3,534.00	Neuromechanical Innovations	Medical equipment
Emergency Medical Equipment	2/7/2022	17,315.00	American AED, LLC	Defibrillators
Emergency Medical Equipment Total		107,240.60		
Food Trucks	6/8/2021	107,000.00	Silano Enterprises, LLC	Legacy Sports USA, LLC - Reimbursement of Stradabella deposit
Food Trucks	6/10/2021	771,884.00	Silano Enterprises, LLC	Stradabella Mobile Kitchens
Food Trucks	7/6/2021	600.00	Silano Enterprises, LLC	Stradabella Mobile Kitchens - Revised Design
Food Trucks	10/31/2022	(80,000.00)	**	<i>Asset adjustment from Legacy Sports, LLC</i>
Food Trucks	12/31/2022	20,000.00	Silano Enterprises, LLC	Final Contract Amount Due for Stradabella Mobile Kitchens
Food Trucks Total		819,484.00		
Futsal Equipment	2/2/2022	44,819.04	BSN Sports, LLC	Futsal equipment
Futsal Equipment	2/23/2022	18,376.01	BSN Sports, LLC	Futsal equipment
Futsal Equipment	2/23/2022	(976.01)	**	<i>reconciliation adjustment</i>

SCHEDULE 2.1(c) PURCHASED TANGIBLE PERSONAL PROPERTY

MACHINERY, FIXTURES & EQUIPMENT ASSET CATEGORY	DATE PURCHASED	COST	VENDOR	ASSET DESCRIPTION
Futsal Equipment	2/25/2022	11,086.40	BSN Sports, LLC	P.O. #46 Futsal Equipment
Futsal Equipment Total		73,305.44		
Golf Simulator	9/30/2022	66,282.00	**	<i>Reclass from undistributed assets</i>
Golf Simulator Total		66,282.00		
Groundskeeping Equipment	10/28/2021	23,000.00	Turf Tank	GPS Paint Robot
Groundskeeping Equipment	12/21/2021	21,118.02	A to Z Equipment Rental and Sales	Water wagons - portable concessions/restroom trailers.
Groundskeeping Equipment Total		44,118.02		
Misc Sports Equipment	12/31/2022	97,024.84	BSN Sports, LLC	Final Contract Amount Due for Misc Sports Equipment
Misc Sports Equipment	12/31/2022	244,099.51	Mobile Modular Mgmt Co.	Final Contract Amount Due for Misc Portable Sports Equipment Trailers
Misc Sports Equipment Total		341,124.35		
Movable LED Message Boards	8/13/2021	638,883.00	ANC Sports Enterprises, LLC	LED Display Systems
Movable LED Message Boards	9/17/2021	1,561,985.00	ANC Sports Enterprises, LLC	Deposit #2 LED Display Systems
Movable LED Message Boards	10/18/2021	1,563,885.00	NGU Sports Lighting	LED Sports Lighting - Direct procurement
Movable LED Message Boards	11/3/2021	792,530.00	NGU Sports Lighting	LED Sports Lighting for Message Boards - Direct procurement
Movable LED Message Boards	4/1/2022	(2,200,868.00)	ANC Sports Enterprises, LLC	LED Message Board Refund
Movable LED Message Boards Total		2,356,415.00		
Movable Outdoor Furnishings	12/8/2021	51,248.20	Global Industrial	Outdoor site furnishings
				Final Contract Amount Due for Waste Receptacles, Picnic Tables, Hand Sanitizer Dispensers
Movable Outdoor Furnishings	12/31/2022	51,248.19	Global Industrial	
Movable Outdoor Furnishings Total		102,496.39		
Movable Ticket Booths	9/14/2021	39,851.44	Guardian Booth, LLC	Portable Ticket Booths (FF&E)
Movable Ticket Booths	10/18/2021	33,845.71	Guardian Booth, LLC	Portable Ticket Booths
Movable Ticket Booths	12/31/2022	34,685.73	Guardian Booth, LLC	Final Contract Amount Due for Portable Ticket Booths
Movable Ticket Booths Total		108,382.88		
Moveable Event Equipment	3/15/2021	140,120.00	Party Shack	Owner Procured Material/Portable Event Equipment
Moveable Event Equipment	10/8/2021	17,479.01	4 Imprint Inc.	FF&E - Table Covers
Moveable Event Equipment	11/3/2021	18,405.00	Party Shack	Freight Charge - Owner Procured Material/Equipment
Moveable Event Equipment	11/9/2021	8,864.80	AZZ Recognition Products, Inc.	Portable Drape Kits
Moveable Event Equipment Total		184,868.81		
Moveable Office Trailers	3/31/2021	957,657.77	Design Space Modular Buildings	Purchase of Movable Office/Construction Trailers
Moveable Office Trailers Total		957,657.77		
Obstacle Course Equipment	9/1/2021	94,888.46	Interactive Sports Group, LLC	Down Payment - Jr. Ninja Equipment
Obstacle Course Equipment	10/1/2021	48,000.00	TRI PHX, LLC	Obstacle Course Equipment
Obstacle Course Equipment	3/4/2022	79,962.61	Interactive Sports Group, LLC	Junior Ninja Equipment
Obstacle Course Equipment	9/28/2022	11,786.85	Interactive Sports Group LLC	Junior Ninja Equipment
Obstacle Course Equipment	9/30/2022	47,051.08	**	<i>Assets transferred from Legacy Sports, LLC</i>
Obstacle Course Equipment	12/31/2022	3,139.00	Interactive Sports Group LLC	Final Contract Amount Due for Junior Ninja Equipment
Obstacle Course Equipment Total		284,828.00		
Operations Equipment & Furniture	12/15/2021	36,181.19	Grainger Inc.	Misc. Operations Equipment and Furniture - pallet trucks, event stage, stage lectern etc.
Operations Equipment & Furniture	1/28/2022	5,961.04	Home Depot Pro	Misc. Equipment chairs, tables, ladders, other)
Operations Equipment & Furniture	2/7/2022	1,399.94	Home Depot Pro	Purchase of tables and chairs
Operations Equipment & Furniture	2/11/2022	8,871.53	Home Depot Pro	Purchase of breakroom appliances
Operations Equipment & Furniture	2/16/2022	2,914.83	Home Depot Pro	Masonite flooring panels for protection of floor
Operations Equipment & Furniture	2/28/2022	9,361.00	**	<i>Assets transferred from Legacy Sports, LLC</i>
Operations Equipment & Furniture	3/4/2022	36,469.95	Home Depot Pro	Misc. Operations Equipment - hoses, truck carts, etc
Operations Equipment & Furniture	4/13/2022	14,946.12	Home Depot Pro	Misc. Operations Equipment - hoses, truck carts, etc
Operations Equipment & Furniture	4/28/2022	58,360.30	Home Depot Pro	Misc. Operations Equipment - hoses, truck carts, etc
Operations Equipment & Furniture	5/5/2022	18,276.68	Home Depot Pro	Misc. Operations Equipment - hoses, truck carts, etc (PO #31 & 33)

SCHEDULE 2.1(e) PURCHASED TANGIBLE PERSONAL PROPERTY

MACHINERY, FIXTURES & EQUIPMENT ASSET CATEGORY	DATE PURCHASED	COST	VENDOR	ASSET DESCRIPTION
Operations Equipment & Furniture	12/31/2022	20,357.00	Copper State	Final Contract Amount Due for Facility Maintenance Tools/Equipment
Operations Equipment & Furniture	12/31/2022	15,127.61	Home Depot Pro	Final Contract Amount Due for Misc. Operations Equipment - hoses, truck carts, etc
Operations Equipment & Furniture Total		228,227.19		
Outdoor Storage Equipment	10/8/2021	18,625.43	Pro Box Portable Storage, LLC	Purchase of 2 Portable Storage Units
Outdoor Storage Equipment	12/24/2021	39,089.73	Pro Box Portable Storage, LLC	Purchase of 4 Portable Storage Units
Outdoor Storage Equipment	4/13/2022	324.90	Pro Box Portable Storage, LLC	Relocation of portable storage units
Outdoor Storage Equipment	11/30/2022	461,121.51	**	<i>Assets transferred from Legacy Sports, LLC</i>
Outdoor Storage Equipment Total		519,161.57		
Outdoor Tent / Shade Equipment	10/8/2021	46,024.68	Fetch Branded Merchandise	FF&E - Custom Tent Canopies
Outdoor Tent / Shade Equipment	6/30/2022	19,683.27	**	<i>Assets transferred from Legacy Sports, LLC</i>
Outdoor Tent / Shade Equipment	8/9/2022	913.26	AIA Corporation	Outdoor site furnishings
Outdoor Tent / Shade Equipment	8/9/2022	1,831.01	AIA Corporation	
Outdoor Tent / Shade Equipment Total		68,452.22		
Park Signage	11/19/2021	82,053.00	iconHD, LLC	Bell Bank Park ID Signage Deposit. Will be applied to the Operating Budget and Construction Budget will be reimbursed.
Park Signage	11/19/2021	9,451.00	iconHD, LLC	Miller Lite Way ID Signage Deposit: Will be applied to the Operating Budget and Construction Budget will be reimbursed.
Park Signage	5/31/2022	118,969.50	**	<i>Assets transferred from Legacy Sports, LLC</i>
Park Signage	12/31/2022	91,504.00	iconHD, LLC	Remaining Amount Due for Park Signage
Park Signage	12/31/2022	8,399.22	**	<i>Reclass from construction costs</i>
Park Signage Total		310,376.72		
Pickleball Equipment	9/14/2021	4,371.33	Purely Pickleball	Pickleballs
Pickleball Equipment	4/13/2022	3,933.38	BSN Sports, LLC	Pickleball Equipment
Pickleball Equipment Total		8,304.71		
Portable Restroom Trailers	10/4/2021	80,920.00	Portable Restroom Trailers, LLC	Portable Restroom Trailers
Portable Restroom Trailers	10/12/2021	295,810.00	Portable Restroom Trailers, LLC	Portable Restroom Trailers
Portable Restroom Trailers	12/14/2021	100,973.34	Portable Restroom Trailers, LLC	Portable Restroom Trailers
Portable Restroom Trailers	3/31/2022	331,630.00	**	<i>Current month equipment purchases</i>
Portable Restroom Trailers Total		809,333.34		
Restaurant & Kitchen Equipment	9/1/2021	146,926.48	Shamrock Foods Company	Down Payment - AmeriKooler Equipment
Restaurant & Kitchen Equipment	9/2/2021	565,481.99	Shamrock Foods Company	Down Payment - Remaining Equipment
			Unique Restaurant Innovations (URI	
Restaurant & Kitchen Equipment	10/18/2021	197,142.14	Construction, LLC)	Restaurant Equipment
Restaurant & Kitchen Equipment	10/18/2021	179,181.25	Shamrock Foods Company	Food Service Trailer Buildout
			Arizona Beverage Control Systems	
Restaurant & Kitchen Equipment	10/20/2021	54,000.00	(Arizona Dispensing Specialists, LLC)	Beverage equipment
Restaurant & Kitchen Equipment	10/28/2021	100,987.50	Jayco Design and Installations	Installation of walk in refrigeration units
Restaurant & Kitchen Equipment	12/22/2021	100,987.50	Jayco Design and Installations	Installation of walk in refrigeration units
Restaurant & Kitchen Equipment	1/26/2022	100,987.50	Jayco Design and Installations	Installation of walk in refrigeration units - 3rd installment
			Unique Restaurant Innovations (URI	
Restaurant & Kitchen Equipment	1/26/2022	11,856.94	Construction, LLC)	Metal work in restaurant and bar
Restaurant & Kitchen Equipment	2/9/2022	792,408.44	Shamrock Foods Company	Various Invoices - AmeriKooker Equipment
Restaurant & Kitchen Equipment	2/22/2022	196,974.00	Jayco Design and Installations	Fabrication and installation of kitchen equipment
Restaurant & Kitchen Equipment	2/28/2022	141,501.73	**	<i>Current month equipment purchases</i>
Restaurant & Kitchen Equipment	3/19/2022	185,977.40	Shamrock Foods Company	Glasswares, smallwares, flatwares and china
Restaurant & Kitchen Equipment	4/28/2022	73,786.50	Jayco Design and Installations	Fabrication and installation of kitchen equipment
			Unique Restaurant Innovations (URI	
Restaurant & Kitchen Equipment	4/28/2022	75,094.19	Construction, LLC)	Metal work in restaurant and bar (Pay App – Inv FINAL)
Restaurant & Kitchen Equipment	9/30/2022	6,848.32	**	<i>Asset reclassification entry</i>

SCHEDULE 2.1(e) PURCHASED TANGIBLE PERSONAL PROPERTY

MACHINERY, FIXTURES & EQUIPMENT ASSET CATEGORY	DATE PURCHASED	COST	VENDOR	ASSET DESCRIPTION
Restaurant & Kitchen Equipment	12/31/2022	(16,000.00)	ASU	Sale of portable bars to ASU
Restaurant & Kitchen Equipment	12/31/2022	42,025.75	Arizona Beverage Control Systems	
Restaurant & Kitchen Equipment	12/31/2022	63,744.00	(Arizona Dispensing Specialists, LLC)	Final Contract Amount Amount Due for Beverage equipment
Restaurant & Kitchen Equipment Total		3,019,911.63	Jayco Design and Installations	Final Contract Amount Due for Fabrication and installation of kitchen equipment
Scoreboard Equipment	9/24/2021	207,178.80	Daktronics	Initial Deposit for Scoreboards - to be reimbursed from technology budget financing
Scoreboard Equipment Total		207,178.80		
Soccer & Lacrosse Equipment	6/28/2021	62,721.92	Ewing Sports, LLC	Procurement of Soccer Goals, Nets, etc
Soccer & Lacrosse Equipment	10/20/2021	35,220.49	Mobile Modular Mgmt Co.	Mobile Project Office - Soccer
Soccer & Lacrosse Equipment	11/24/2021	62,721.92	Ewing Sports, LLC	Soccer goals, nets, and shade shelters
Soccer & Lacrosse Equipment	12/22/2021	6,218.00	Ewing Sports, LLC	Anchor bag
Soccer & Lacrosse Equipment	1/5/2022	105,013.89	Keeper Goals	Aluminum benches with backrest and canopy tarp
Soccer & Lacrosse Equipment	1/12/2022	31,360.96	Ewing Sports, LLC	Soccer Equipment
Soccer & Lacrosse Equipment	1/31/2022	50,570.00	**	<i>Current month equipment purchases</i>
Soccer & Lacrosse Equipment	2/2/2022	94,082.86	Ewing Sports, LLC	Final installment for soccer goals, nets, and shelters
Soccer & Lacrosse Equipment	4/13/2022	186.16	BSN Sports, LLC	Lacrosse Equipment
Soccer & Lacrosse Equipment	4/13/2022	12,717.94	BSN Sports, LLC	Soccer equipment
Soccer & Lacrosse Equipment	12/31/2022	10,683.00	Keeper Goals - Correction from Above	Aluminum benches with backrest and canopy tarp
Soccer & Lacrosse Equipment	12/31/2022	17,425.00	**	<i>Reclass from construction costs</i>
Soccer & Lacrosse Equipment Total		488,922.14		
Volleyball Equipment	9/1/2021	4,024.36	Real Volleyball	Volleyballs and ball carts
Volleyball Equipment	10/28/2021	2,899.80	Real Volleyball	Ball carts
Volleyball Equipment	11/3/2021	6,905.75	Sports Imports, Inc.	Volleyball equipment
Volleyball Equipment	11/4/2021	5,571.75	Sports Imports, Inc.	Volleyball equipment
Volleyball Equipment	11/9/2021	173,719.35	Sports Imports, Inc.	Volleyball equipment
Volleyball Equipment	1/12/2022	173,719.34	Sports Imports, Inc.	Volleyball equipment
Volleyball Equipment	2/16/2022	11,148.56	BSN Sports, LLC	Volleyball equipment
Volleyball Equipment	2/23/2022	18,376.01	BSN Sports, LLC	Volleyball equipment
Volleyball Equipment	4/13/2022	7,590.30	BSN Sports, LLC	Volleyball equipment
Volleyball Equipment Total		403,955.22		
Grand Total		\$ 13,874,687.47		
<i>Less: Accumulated Depreciation as of 9/30/2023</i>		<i>(11,656,563.20)</i>		
Net Book Value of Tangible Personal Property		\$ 2,218,124.27		

***Preliminary asset entry, subject to adjustment as of Closing Date.*

SCHEDULE 2.1(g) ASSUMED EQUIPMENT LEASES

None.

SCHEDULE 2.1(h) ASSUMED CONTRACTS

Contract Counterparty Name	Contract Description	Contract Title	Contract Dates (If Readily Available)
Jamie Perkins	FUA	SIGNED Jaimie Perkins FUA Dec 2023.docx	12/3/2023
Derek Havens	FUA	SIGNED Basketball - Derek Havens - FUA.docx_DH	12/6/2023
CP3 Basketball Camps	FUA	SIGNED Basketball - FUA CP3 Dec 2023.docx	12/15/2023
EVAC Basketball	FUA	SIGNED EVAC Sports 2023-2024.docx	Multi Days
US Basketball University	FUA	SIGNED US BASKETBALL UNIVERSITY FUA.docx_DH	Multi Days
Hoopers On1y Basketball	FUA	SIGNED Basketball_HoopersOn1y_FUA.docx	3/22/2023
Made Hoops	FUA	SIGNED Basketball FUA- Made Hoops 2023-2026 Revised.docx	2024-2026
EV High Basketball	FUA	SIGNED East Valley Athletes for Christ _DH	Multi Days
Western District Homeschool	FUA	SIGNED Western District Homeschool Basketball Tournament Jan 19-20 2024.docx	1/29/2024
AZ Elite Spring Classic NCAA	FUA	SIGNED AZ Elite Basketball Spring Classic May 2024-2026.docx	5/17/2024
NXT Pro (May & July)	FUA	SIGNED Basketball - NXTPro 2024 FUA (2).docx	5/24/2024
Dtermind Basketball	FUA	SIGNED Basketball - Dtermined Athletics 2024 FUA.docx	2/24/2024
FAAD	FUA	SIGNED FAAD 2024- FUA.docx	3/16/2024
Made Hoops	FUA	SIGNED Updated MADE Hoops April 2024 Revised.docx	4/6/2024
AZ Elite Basketball NCAA	FUA	SIGNED AZ Elite Basketball NCAA April 2024-2026.docx	2024-2026
Unity Basketball	FUA	SIGNED Unity Basketball 2023, 2024, 2025.docx_DH	2024-2025
Breakthrough Basketball	FUA	SIGNED Basketball - Breakthrough Basketball 2024 FUA.docx	6/14/2024
Tribe Athletics	FUA	SIGNED Tribe Athletics Revised_DH	6/21/2024
VOS Cheer	FUA	SIGNED VOS Cheer Dec 2022- 2023.docx_CFG	12/1/2023
Maximum Cheer and Dance	FUA	SIGNED Maximum Cheer & Dance March 1-2 2024.docx	3/1/2024
Varsity Cheer	FUA	SIGNED Varsity Cheer Jan 2023-2024.docx	1/26/2024
World Cheer Co	FUA	SIGNED World Cheer Co April 2024 (updated).docx[89]_CFG	4/12/2024
World Class Cheer	FUA	SIGNED World Class Cheer Nov 2023 - 2024 FUA	11/2/2024
KAR Dance	FUA	SIGNED KAR FUA 2023-2024.xlsx	2/2/2024
Baseball Factory	FUA	SIGNED Baseball Factory FUA Dec 2023.docx_CFG	12/27/2023
Game Day USA	FUA	SIGNED GameDay USA Baseball Dec 23-Jan 24.docx	Multi Days
Diamond Kings	FUA	SIGNED Diamond Kings Baseball Nov Dec.docx	Multi Days
Surf City Arizona	FUA	SIGNED Surf City Arizona 2023-2025.docx	2024-2025
Game Day LLC	FUA	SIGNED Game Day USA LLC BASEBALL March 2024 and 2025.docx	March 17-18/24
Polodian Fall and Spring Practices	FUA	SIGNED ELITE FUA Poldoian Baseball Fall and Spring Baseball 2023-2024.docx _CFG	February- May 2024
Tanner Kabat Fall and Spring Baseball	FUA	SIGNED Tanner Kabat Fall and Spring Baseball 2023-2024.docx	January- May 2025
West Coast Premier	FUA	SIGNED West Coast Premier March 2023-2025.docx	2024-2025
Prep Baseball Report	FUA	SIGNED ELITE FUA Prep Baseball Report Summer 2024-2026.docx	2024-2026
Paul Magorie Power 5	FUA	SIGNED Paul Magloire Power Five 5 Baseball 2023-2024_CFG	Mutli Days
Biscuits- Abel	FUA	SIGNED ELITE FUA Nate Abel Fall and Spring Baseball 2023-2024.docx[46] _CFG	Mutli Days
Biscuits- Sears	FUA	SIGNED Chris Sears Baseball Aug-Dec 2023.docx _CFG	Mutli Days
AZ Labor Day Showdown	FUA	SIGNED AZ Labor Day Showdown 2023-2025.docx	8/31/2024
Rebels Baseball	FUA	SIGNED ELITE FUA Rebels Sports Fall and Spring Baseball 2023-2024.docx _CFGH	Mutli Days
USSSA/GSL	FUA	SIGNED USSSA Adult Softball 5yr LSP FUA.xlsx	12/12/2023
AZ Spurs	FUA	SIGNED AZ Spurs Baseball Jan Feb 23.docx_CFG	Mutli Days
Last Blast Fastpitch	FUA	SIGNED AZ Last Blast Fastpitch 2023 - 2025.docx	1/26/2024
PGF National Qualifier 12U	FUA	SIGNED PGF National Qualifier 12U 2023-2025.docx	4/13/2024
PGF National Qualifier 16U Cactus Spikes	FUA	SIGNED PGF NATIONAL QUALIFIER 16U_Cactus Spikes 18_14 2023-2025.docx	Mutli Days
PGF National Qualifier 18U _14U Cactus Spikes	FUA	SIGNED PGF NATIONAL QUALIFIER 18U _14U-Cactus Spikes 16_12 2023-2025.docx	Mutli Days
AZ Cricket	FUA	SIGNED AZ Cricket Association 2022-2027.docx	Mutli Days
Flag Football World Championships	FUA	SIGNED World Flag Football Championships_EC	12/9/2023
Torgerson Kicking Punting Camp	FUA	SIGNED Torgersonkickingandpunting_12_27_.docx	12/27/2023
Red Zone Elite	FUA	SIGNED RED ZONE ELITE 5yr LSP FUA.docx	2022-2026
Gametime	FUA	SIGNED Gametime Football January Event v2 2023-2025.docx	2023-2025
CAA Football	FUA	SIGNED CAA Football 2022-2027.docx	2022-2027
Brusa	FUA	SIGNED Brusa Futsal 2023_EC.docx	Mutli Days

SCHEDULE 2.1(h) ASSUMED CONTRACTS

Contract Counterparty Name	Contract Description	Contract Title	Contract Dates (If Readily Available)
United Futsal	FUA	SIGNED Updated United Futsal Winter 2023 .docx	Multi Days
Adrenaline LAX	FUA	SIGNED Adrenaline LAX Jan 2024.docx	1/20/2024
Robin Hood Lacrosse	FUA	SIGNED Robin Hood Skirmish Lacrosse 2024-2026.docx	2/3/2024
Junior Premier League	FUA	SIGNED Junior Premier League Soccer Dec 2023-2025.docx	Multi Days
Soccer Youth All American Camp	FUA	SIGNED Soccer Youth All American FUA_EC - DRAFT.docx	12/14/2023
Hamilton HS Soccer Tournaments	FUA	SIGNED Hamilton HS FUA_EC .docx	12/27/2023
ASA - ODP	FUA	SIGNED ASA ODP West Region Championships 2023-2026.docx	1/5/2024
SC Del Sol	FUA	SIGNED SC Del Sol Desert Classic FUA 5-yr.docx	2022-2026
SC Del Sol PDT	FUA	SIGNED SC Del Sol PDT 2022-2026.pdf	2022-2026
SC Del Sol Thanksgiving	FUA	SIGNED SC Del Sol Thanksgiving FUA 2022-2026.docx	2022-2026
Capelli Sports	FUA	SIGNED Capelli Sports 2023-2027.docx	2023-2027
Coronado Athletic Club	FUA	SIGNED Coronado Soccer Spring Fling FUA 2023-2025.docx	2023-2025
Phoenix Premier	FUA	SIGNED Phoenix Premier FUA v3 2023-2025.docx	2023-2025
Arizona Soccer Club	FUA	SIGNED Arizona Soccer Club Copper State Cup 2023-2025.docx	3/24/2024
Vail Soccer Club	FUA	SIGNED Vail Soccer Club (Saguro Classic) 2022-2024.docx	9/14/2024
AYSO Tournaments	FUA	SIGNED AYSO United FUA 2022-2024.xlsx	Multi Days
Terry Brown	FUA	SIGNED Terry Brown-Soccer.docx	Multi Days
ASSA Copper Cup	FUA	SIGNED ASSA Copper Cup FUA v2 2022-2026.xlsx	1/13/2024
ASA Arizona Soccer Association	FUA	SIGNED ASA March & Sept 2023-25.docx	2024-2025
AYSO Practices	FUA	AYSO United Practices 2023-May 2025.docx	Multi Days
LR Productions	FUA	SIGNED LR Productions Gymnastics 2024	1/4/2024
AZ Dynamics Rally in the Valley	FUA	SIGNED AZ Dynamics Rally in the Valley 2024-2026.docx	2024-2026
SC United Gymnastics	FUA	SIGNED Updated-SC United Gymnastics .docx	4/2/2024
AZ Dynamics Xcel Regional Championships	FUA	SIGNED AZ Dynamics Xcel Regional Championships 2024 .docx	4/25/2024
Piestewa Games	FUA	SIGNED Piastewa Games 2024-2028.docx	7/14/2024
Phoenix Rising	FUA	SIGNED Phoenix Rising YSC Tournaments LSP FUA.xlsx	Multi Days
Park University	FUA	SIGNED Fall 2022 Legacy Use Agreement 12.10.2021 FUA_Park University FINAL	Multi Days
ACL- American Cornhole League	FUA	SIGNED ACL 2022 5 yr Agreement LSP FUA.xlsx	2022-2027
American Grappling Federation	FUA	SIGNED American Grappling Federation FUA.docx	2024-2026
GD- Jiu Jitsu	FUA	SIGNED GD-JIU-JITSU 5YR LSP FUA	2024-2026
Special Olympics	FUA	SIGNED Speical Olympics- Four Peaks FUA.xlsx	2024-207
Arizona Roller Derby	FUA	SIGNED Arizona Roller Derby 2023.docx	Multi Days
Freedom Prep	FUA	SIGNED Freedom Prep July 2023-May 2024.docx	Multi Days
RMN Wrestling	FUA	SIGNED ELITE FUA- RMN 2024-2027.docx	2024-2027
Volleyball 4 Life	FUA	SIGNED Volley For Life-BVCA November 2024	Multi Days
Volleyball 4 Life	FUA	SIGNED Volley4Life Beach 2022-2025.docx	Multi Days
The Region Volleyball	FUA	SIGNED Girls Indoor AZ Region USAV FUA	Multi Days
P1440 Futures Tour Stop	FUA	SIGNED P1440 Futures Tour Stop#3 Beach VB -Updated 2024.docx	1/19/2024
Festival Fiesta	FUA	SIGNED Festival Fiesta VB Feb 2023-2031	2024-2032
Ascension Volleyball	FUA	SIGNED Ascension Volleyball FUA 23.docx	Multi Days
SSA	FUA	SIGNED SSA_FUA 10 yr	2025-2034
ARIZONA MILK PRODUCERS	SPONSORSHIP AGREEMENT	AZ Milk Producers (12-12-21) FINAL_Sponsorship Agreement_Bell Bank Park	
AZ MAUI WOWI, LLC	SPONSORSHIP AGREEMENT	Contract Maui Wowi Bell Bank Sponsorship 2023	
AZ MAUI WOWI, LLC	SPONSORSHIP AGREEMENT	BBP_Maui Wowi_FE Agreement (2-4-22)	
BARCEL USA, LLC	SPONSORSHIP AGREEMENT	BARCEL USA LLC (12-9-21)[19]Sponsorship Agreement_Bell Bank Park_	
BLUE SKY PEST CONTROL	SPONSORSHIP AGREEMENT	BLUE SKY PEST CONTROL SIGNED AGREEMENT	
CRAZY PINEAPPLE	SPONSORSHIP AGREEMENT	Crazy Pineapple Vender Program 20232024	
ED KEY, INC.	SPONSORSHIP AGREEMENT	Ed Key Legacy Sports USA Sponsorship 4.22.22	
F3	SPONSORSHIP AGREEMENT	F3 AGREEMENT SIGNED SEPT202023	
KONA ICE OF EAST VALLEY, LLC	SPONSORSHIP AGREEMENT	KONA ICE 2023 AGREEMENT EXECUTED	
KONA ICE OF EAST VALLEY, LLC	SPONSORSHIP AGREEMENT	Kona Ice of East Valley Sponsorship Agreement_Bell Bank Park_(12-13-21) FINAL	

SCHEDULE 2.1(h) ASSUMED CONTRACTS

Contract Counterparty Name	Contract Description	Contract Title	Contract Dates (If Readily Available)
LERNER & ROWE, P.C.	SPONSORSHIP AGREEMENT	LERNER AND ROWE LEGACY SPORTS USA CONTRACT 4.21.22	
PACIFIC OFFICE AUTOMATION	SPONSORSHIP AGREEMENT	PacificOfficeAutomation Term Sheet 12.11.21rev2[80]	
PARK UNIVERSITY	SPONSORSHIP AGREEMENT	Park U Sponsorship Agreement_Bell Bank Park_Park University 5.16.2022- executed	
PHOENIX CHILDREN'S HOSPITAL	SPONSORSHIP AGREEMENT	PCH_Legacy Sports USA, LLC 1-1-22 Sponsorship	
STATE 48 ROOFING	SPONSORSHIP AGREEMENT	State 48 Roofing- BellBank Park	
SWIRE PACIFIC HOLDINGS INC.	SPONSORSHIP AGREEMENT	SWIRE FINAL AGREEMENT 2022	
VALLEY TOYOTA DEALERS ASSOCIATION, INC.	SPONSORSHIP AGREEMENT	VALLEYTOYOTA2023CONTRACTEXECUTED	
CAI ARIZONA	SPECIAL EVENTS	Signed Tradeshow Legacy Park 8.10.23	
PARK UNIVERSITY GILBERT CAMPUS	SPECIAL EVENTS	Event License Agreement Park University 2024 Graduation	
QUEEN CREEK SCHOOLS EDUCATION FOUNDATION	SPECIAL EVENTS	Core ConstructionEvent License_Agreement.final_Signed	
BNI CHAPTER	SPECIAL EVENTS	BNI.FUA10.23-12.23	
PS I LOVE AZ LLC	SPECIAL EVENTS	Farmers Market Event License Agreement	

NOTE: Excludes non-paying sponsorship agreements.

SCHEDULE 2.2(a)(iii) EXCLUDED TANGIBLE PERSONAL PROPERTY

None.

SCHEDULE 2.2(a)(iv) EXCLUDED EQUIPMENT LEASES

None.

SCHEDULE 2.2(a)(xii) OTHER EXCLUDED ASSETS

Sponsorship Receivable Name	Type of Asset
SRP	Utility deposit

SCHEDULE 2.3(a)(ii) ASSUMED POST-PETITION VENDOR PAYABLES

As of 11/17/2023. To be updated at Closing to reflect current accounts payable at Closing.

Bill Number	Vendor	Bill Date	Memo	Date Due	Amount Due
21000 - Accounts Payable					
1012841487	Copper Point Insurance Company	11/7/2023	Worker's Comp Insurance Oct 23	11/22/2023	10,664.00
34149F	SpotOn Transact LLC	10/17/2023	Oct 23 POS deferred lease contract	10/17/2023	10,407.84
11179	Waste Rentals	11/2/2023	Soccer Porta Potty	11/2/2023	9,335.30
18623335	ABM Industries Inc	10/24/2023	Maintenance Billing Oct 2023	10/24/2023	8,155.00
0107	More Than Wins Volleyball Inc	9/26/2023	VB Carts and Volleyballs	10/11/2023	8,120.00
102923 Commission Pay Out	One Swing Sports LLC	10/29/2023	102923 Commission Pay Out	10/29/2023	3,991.33
605296453	Hillyard Inc.	11/3/2023	Cleaning Supplies	12/3/2023	3,802.87
38476861031	Swire Coca-Cola, USA	11/10/2023	Soda Order	11/10/2023	3,231.70
540	Cruz/Wood Communications	10/24/2023	Oct 23 PR Services	11/23/2023	3,000.00
112	No Limit Fastpitch	11/8/2023	AZ MOJO	11/23/2023	3,000.00
1324068	Greco & Sons	11/3/2023	F&B - Food Supplies	11/18/2023	2,957.59
1322629	Greco & Sons	11/1/2023	F&B - Food Supplies	11/16/2023	2,818.02
Concur Reimbursement 10.15.23	Jessica Grohman	11/1/2023	Concur Reimbursement 10.15.23	11/1/2023	2,395.50
605260864	Hillyard Inc.	9/29/2023	Cleaning Supplies	10/29/2023	2,305.70
Expense Report 10.05.23	Jessica Grohman	10/5/2023	Expense Report 10.05.23	10/5/2023	2,060.04
Legacy Cares Grp#042268 Nov Payment	Blue Cross Blue Shield of Arizona Inc.	11/1/2023	Legacy Cares Grp#042268 Nov Payment	11/1/2023	1,899.49
59956	T-Shirt Productions - Tees and More	10/18/2023	Back Packs Altitude Volleyball	10/18/2023	1,852.50
488163	Metro Fire Equipment, Inc.	11/2/2023	Backflow Repair for Permit	12/2/2023	1,820.00
SO9582	Off Duty Management Inc.	11/9/2023	Security Foot Patrol 11/19/23 8am - 7 pm	12/9/2023	1,717.10
605260863	Hillyard Inc.	9/29/2023	Cleaning Supplies	10/29/2023	1,364.58
SO9580	Off Duty Management Inc.	11/9/2023	Security Foot Patrol 11/18/23	12/9/2023	1,092.70
SO9581	Off Duty Management Inc.	11/9/2023	Security Foot Patrol 11/18/23	12/9/2023	1,092.70
0106	More Than Wins Volleyball Inc	9/26/2023	VB Carts	10/11/2023	900.00
SO9578	Off Duty Management Inc.	11/9/2023	Security Foot Patrol 11/17/23	12/9/2023	780.50
0769	James Pappas	11/8/2023	Championship T-shirts	11/23/2023	759.95
G030974796	Brett Miller	11/5/2023	Microsoft For Nov 2023	11/5/2023	737.32
962398	Chris Petrone Deli Provisions, LLC dba Boar's Head	11/9/2023	F&B- Concession Food	11/9/2023	630.92
11.10.23 - Chargebacks	iClassPro, Inc	11/10/2023	11.10.23 - Chargebacks	11/10/2023	596.68
000788	Kona Ice of East Valley, LLC	11/7/2023	Movie Nigh 11.02.23	11/7/2023	556.50
605262435	Hillyard Inc.	10/2/2023	Cleaning Supplies	11/1/2023	538.90
1323713	Greco & Sons	11/3/2023	F&B - Food Supplies	11/18/2023	485.23
39797	SpotOn Transact LLC	7/31/2023	June 23 FP Transaction Fees	7/31/2023	475.84
F200 FIR1217291	City of Mesa	11/6/2023	Fire Inspection	11/6/2023	459.00
Reimbursement 11.03.23	W Ryan Reith	11/3/2023	reimbursement for food supplies 11.03.23	11/3/2023	446.63
1323428	Greco & Sons	11/2/2023	F&B - Food Supplies	11/17/2023	270.96
41058	SpotOn Transact LLC	8/31/2023	July 23 FP Transaction Fees	8/31/2023	244.96
000024	Fine Line Photo (Michael B. Glon)	10/12/2023	Altitude Photo Shoot	10/27/2023	200.00
1323458	Greco & Sons	11/2/2023	F&B - Food Supplies	11/17/2023	188.37
1323839	Greco & Sons	11/3/2023	F&B - Food Supplies	11/18/2023	160.00
1323973	Greco & Sons	11/3/2023	F&B - Food Supplies	11/18/2023	149.40
520391280	Mission Linen Service	11/7/2023	Restaurant supplies and linen service	11/7/2023	102.82
1324141	Greco & Sons	11/3/2023		11/18/2023	85.97
1322824	Greco & Sons	11/1/2023	F&B - Food Supplies	11/16/2023	55.44
605275612	Hillyard Inc.	10/13/2023	Cleaning Supplies	11/12/2023	54.58
1323431	Greco & Sons	11/2/2023	F&B - Food Supplies	11/17/2023	53.98
1323439	Greco & Sons	11/2/2023	F&B - Food Supplies	11/17/2023	41.95
11.10.23	Stamps.com	11/10/2023	Stamps	11/10/2023	25.00
Total - 21000 - Accounts Payable					96,084.86

SCHEDULE 4.3 THIRD-PARTY CONSENTS

Contract Counterparty Name	Contract Description	Contract Title	Contract Dates (If Readily Available)
Jamie Perkins	FUA	SIGNED Jaimie Perkins FUA Dec 2023.docx	12/3/2023
Derek Havens	FUA	SIGNED Basketball - Derek Havens - FUA.docx_DH	12/6/2023
CP3 Basketball Camps	FUA	SIGNED Basketball - FUA CP3 Dec 2023.docx	12/15/2023
EVAC Basketball	FUA	SIGNED EVAC Sports 2023-2024.docx	Multi Days
US Basketball University	FUA	SIGNED US BASKETBALL UNIVERSITY FUA.docx_DH	Multi Days
Hoopers On1y Basketball	FUA	SIGNED Basketball_HoopersOn1y_FUA.docx	3/22/2023
Made Hoops	FUA	SIGNED Basketball FUA- Made Hoops 2023-2026 Revised.docx	2024-2026
EV High Basketball	FUA	SIGNED East Valley Athletes for Christ_DH	Multi Days
Western District Homeschool	FUA	SIGNED Western District Homeschool Basketball Tournament Jan 19-20 2024.docx	1/29/2024
AZ Elite Spring Classic NCAA	FUA	SIGNED AZ Elite Basketball Spring Classic May 2024-2026.docx	5/17/2024
NXT Pro (May & July)	FUA	SIGNED Basketball - NXTPro 2024 FUA (2).docx	5/24/2024
Dtermind Basketball	FUA	SIGNED Basketball - Dtermined Athletics 2024 FUA.docx	2/24/2024
FAAD	FUA	SIGNED FAAD 2024- FUA.docx	3/16/2024
Made Hoops	FUA	SIGNED Updated MADE Hoops April 2024 Revised.docx	4/6/2024
AZ Elite Basketball NCAA	FUA	SIGNED AZ Elite Basketball NCAA April 2024-2026.docx	2024-2026
Unity Basketball	FUA	SIGNED Unity Basketball 2023, 2024, 2025.docx_DH	2024-2025
Breakthrough Basketball	FUA	SIGNED Basketball - Breakthrough Basketball 2024 FUA.docx	6/14/2024
Tribe Athletics	FUA	SIGNED Tribe Athletics Revised_DH	6/21/2024
VOS Cheer	FUA	SIGNED VOS Cheer Dec 2022- 2023.docx_CFG	12/1/2023
Maximum Cheer and Dance	FUA	SIGNED Maximum Cheer & Dance March 1-2 2024.docx	3/1/2024
Varsity Cheer	FUA	SIGNED Varsity Cheer Jan 2023-2024.docx	1/26/2024
World Cheer Co	FUA	SIGNED World Cheer Co April 2024 (updated).docx[89]_CFG	4/12/2024
World Class Cheer	FUA	SIGNED World Class Cheer Nov 2023 - 2024 FUA	11/2/2024
KAR Dance	FUA	SIGNED KAR FUA 2023-2024.xlsx	2/2/2024
Baseball Factory	FUA	SIGNED Baseball Factory FUA Dec 2023.docx_CFG	12/27/2023
Game Day USA	FUA	SIGNED GameDay USA Baseball Dec 23-Jan 24.docx	Multi Days
Diamond Kings	FUA	SIGNED Diamond Kings Baseball Nov Dec.docx	Multi Days
Surf City Arizona	FUA	SIGNED Surf City Arizona 2023-2025.docx	2024-2025
Game Day LLC	FUA	SIGNED Game Day USA LLC BASEBALL March 2024 and 2025.docx	March 17-18/24
Polodian Fall and Spring Practices	FUA	SIGNED ELITE FUA Poldoian Baseball Fall and Spring Baseball 2023-2024.docx_CFG	February- May 2024
Tanner Kabat Fall and Spring Baseball	FUA	SIGNED Tanner Kabat Fall and Spring Baseball 2023-2024.docx	January- May 2025
West Coast Premier	FUA	SIGNED West Coast Premier March 2023-2025.docx	2024-2025
Prep Baseball Report	FUA	SIGNED ELITE FUA Prep Baseball Report Summer 2024-2026.docx	2024-2026
Paul Magorie Power 5	FUA	SIGNED Paul Magloire Power Five 5 Baseball 2023-2024_CFG	Multi Days
Biscuits- Abel	FUA	SIGNED ELITE FUA Nate Abel Fall and Spring Baseball 2023-2024.docx[46]_CFG	Multi Days
Biscuits- Sears	FUA	SIGNED Chris Sears Baseball Aug-Dec 2023.docx_CFG	Multi Days
AZ Labor Day Showdown	FUA	SIGNED AZ Labor Day Showdown 2023-2025.docx	8/31/2024
Rebels Baseball	FUA	SIGNED ELITE FUA Rebels Sports Fall and Spring Baseball 2023-2024.docx_CFGH	Multi Days
USSSA/GSL	FUA	SIGNED USSSA Adult Softball 5yr LSP FUA.xlsx	12/12/2023
AZ Spurs	FUA	SIGNED AZ Spurs Baseball Jan Feb 23.docx_CFG	Multi Days
Last Blast Fastpitch	FUA	SIGNED AZ Last Blast Fastpitch 2023 - 2025.docx	1/26/2024
PGF National Qualifier 12U	FUA	SIGNED PGF National Qualifier 12U 2023-2025.docx	4/13/2024
PGF National Qualifier 16U Cactus Spikes	FUA	SIGNED PGF NATIONAL QUALIFIER 16U_Cactus Spikes 18_14 2023-2025.docx	Multi Days
PGF National Qualifier 18U_14U Cactus Spikes	FUA	SIGNED PGF NATIONAL QUALIFIER 18U_14U-Cactus Spikes 16_12 2023-2025.docx	Multi Days
AZ Cricket	FUA	SIGNED AZ Cricket Association 2022-2027.docx	Multi Days
Flag Football World Championships	FUA	SIGNED World Flag Football Championships_EC	12/9/2023
Torgerson Kicking Punting Camp	FUA	SIGNED Torgersonkickingandpunting_12_27_.docx	12/27/2023
Red Zone Elite	FUA	SIGNED RED ZONE ELITE 5yr LSP FUA.docx	2022-2026
Gametime	FUA	SIGNED Gametime Football January Event v2 2023-2025.docx	2023-2025
CAA Football	FUA	SIGNED CAA Football 2022-2027.docx	2022-2027
Brusa	FUA	SIGNED Brusa Futsal 2023_EC.docx	Multi Days

SCHEDULE 4.3 THIRD-PARTY CONSENTS

Contract Counterparty Name	Contract Description	Contract Title	Contract Dates (If Readily Available)
United Futsal	FUA	SIGNED Updated United Futsal Winter 2023 .docx	Multi Days
Adrenaline LAX	FUA	SIGNED Adrenaline LAX Jan 2024.docx	1/20/2024
Robin Hood Lacrosse	FUA	SIGNED Robin Hood Skirmish Lacrosse 2024-2026.docx	2/3/2024
Junior Premier League	FUA	SIGNED Junior Premier League Soccer Dec 2023-2025.docx	Multi Days
Soccer Youth All American Camp	FUA	SIGNED Soccer Youth All American FUA_EC - DRAFT.docx	12/14/2023
Hamilton HS Soccer Tournaments	FUA	SIGNED Hamilton HS FUA_EC .docx	12/27/2023
ASA - ODP	FUA	SIGNED ASA ODP West Region Championships 2023-2026.docx	1/5/2024
SC Del Sol	FUA	SIGNED SC Del Sol Desert Classic FUA 5-yr.docx	2022-2026
SC Del Sol PDT	FUA	SIGNED SC Del Sol PDT 2022-2026.pdf	2022-2026
SC Del Sol Thanksgiving	FUA	SIGNED SC Del Sol Thanksgiving FUA 2022-2026.docx	2022-2026
Capelli Sports	FUA	SIGNED Capelli Sports 2023-2027.docx	2023-2027
Coronado Athletic Club	FUA	SIGNED Coronado Soccer Spring Fling FUA 2023-2025.docx	2023-2025
Phoenix Premier	FUA	SIGNED Phoenix Premier FUA v3 2023-2025.docx	2023-2025
Arizona Soccer Club	FUA	SIGNED Arizona Soccer Club Copper State Cup 2023-2025.docx	3/24/2024
Vail Soccer Club	FUA	SIGNED Vail Soccer Club (Saguaro Classic) 2022-2024.docx	9/14/2024
AYSO Tournaments	FUA	SIGNED AYSO United FUA 2022-2024.xlsx	Multi Days
Terry Brown	FUA	SIGNED Terry Brown-Soccer.docx	Multi Days
ASSA Copper Cup	FUA	SIGNED ASSA Copper Cup FUA v2 2022-2026.xlsx	1/13/2024
ASA Arizona Soccer Association	FUA	SIGNED ASA March & Sept 2023-25.docx	2024-2025
AYSO Practices	FUA	AYSO United Practices 2023-May 2025.docx	Multi Days
LR Productions	FUA	SIGNED LR Productions Gymnastics 2024	1/4/2024
AZ Dynamics Rally in the Valley	FUA	SIGNED AZ Dynamics Rally in the Valley 2024-2026.docx	2024-2026
SC United Gymnastics	FUA	SIGNED Updated-SC United Gymnastics .docx	4/2/2024
AZ Dynamics Xcel Regional Championships	FUA	SIGNED AZ Dynamics Xcel Regional Championships 2024 .docx	4/25/2024
Piestewa Games	FUA	SIGNED Piestewa Games 2024-2028.docx	7/14/2024
Phoenix Rising	FUA	SIGNED Phoenix Rising YSC Tournaments LSP FUA.xlsx	Multi Days
Park University	FUA	SIGNED Fall 2022 Legacy Use Agreement 12.10.2021 FUA_Park University FINAL	Multi Days
ACL- American Cornhole League	FUA	SIGNED ACL 2022 5 yr Agreement LSP FUA.xlsx	2022-2027
American Grappling Federation	FUA	SIGNED American Grappling Federation FUA.docx	2024-2026
GD- Jiu Jitsu	FUA	SIGNED GD-JIU-JITSU 5YR LSP FUA	2024-2026
Special Olympics	FUA	SIGNED Speical Olympics- Four Peaks FUA.xlsx	2024-207
Arizona Roller Derby	FUA	SIGNED Arizona Roller Derby 2023.docx	Multi Days
Freedom Prep	FUA	SIGNED Freedom Prep July 2023-May 2024.docx	Multi Days
RMN Wrestling	FUA	SIGNED ELITE FUA- RMN 2024-2027.docx	2024-2027
Volleyball 4 Life	FUA	SIGNED Volley For Life-BVCA November 2024	Multi Days
Volleyball 4 Life	FUA	SIGNED Volley4Life Beach 2022-2025.docx	Multi Days
The Region Volleyball	FUA	SIGNED Girls Indoor AZ Region USAV FUA	Multi Days
P1440 Futures Tour Stop	FUA	SIGNED P1440 Futures Tour Stop#3 Beach VB -Updated 2024.docx	1/19/2024
Festival Fiesta	FUA	SIGNED Festival Fiesta VB Feb 2023-2031	2024-2032
Ascension Volleyball	FUA	SIGNED Ascension Volleyball FUA 23.docx	Multi Days
SSA	FUA	SIGNED SSA_FUA 10 yr	2025-2034
ARIZONA MILK PRODUCERS	SPONSORSHIP AGREEMENT	AZ Milk Producers (12-12-21) FINAL_Sponsorship Agreement_Bell Bank Park	
AZ MAUI WOWI, LLC	SPONSORSHIP AGREEMENT	Contract Maui Wowi Bell Bank Sponsorship 2023	
AZ MAUI WOWI, LLC	SPONSORSHIP AGREEMENT	BBP_Maui Wowi_FE Agreement (2-4-22)	
BARCEL USA, LLC	SPONSORSHIP AGREEMENT	BARCEL USA LLC (12-9-21)[19]Sponsorship Agreement_Bell Bank Park_	
BLUE SKY PEST CONTROL	SPONSORSHIP AGREEMENT	BLUE SKY PEST CONTROL SIGNED AGREEMENT	
CRAZY PINEAPPLE	SPONSORSHIP AGREEMENT	Crazy Pineapple Vender Program 20232024	
ED KEY, INC.	SPONSORSHIP AGREEMENT	Ed Key Legacy Sports USA Sponsorship 4.22.22	
F3	SPONSORSHIP AGREEMENT	F3 AGREEMENT SIGNED SEPT202023	
KONA ICE OF EAST VALLEY, LLC	SPONSORSHIP AGREEMENT	KONA ICE 2023 AGREEMENT EXECUTED	
KONA ICE OF EAST VALLEY, LLC	SPONSORSHIP AGREEMENT	Kona Ice of East Valley Sponsorship Agreement_Bell Bank Park_(12-13-21) FINAL	

SCHEDULE 4.3 THIRD-PARTY CONSENTS

Contract Counterparty Name	Contract Description	Contract Title	Contract Dates (If Readily Available)
LERNER & ROWE, P.C.	SPONSORSHIP AGREEMENT	LERNER AND ROWE LEGACY SPORTS USA CONTRACT 4.21.22	
PACIFIC OFFICE AUTOMATION	SPONSORSHIP AGREEMENT	PacificOfficeAutomation Term Sheet 12.11.21rev2[80]	
PARK UNIVERSITY	SPONSORSHIP AGREEMENT	Park U Sponsorship Agreement_Bell Bank Park_Park University 5.16.2022- executed	
PHOENIX CHILDREN'S HOSPITAL	SPONSORSHIP AGREEMENT	PCH_Legacy Sports USA, LLC 1-1-22 Sponsorship	
STATE 48 ROOFING	SPONSORSHIP AGREEMENT	State 48 Roofing- BellBank Park	
SWIRE PACIFIC HOLDINGS INC.	SPONSORSHIP AGREEMENT	SWIRE FINAL AGREEMENT 2022	
VALLEY TOYOTA DEALERS ASSOCIATION, INC.	SPONSORSHIP AGREEMENT	VALLEYTOYOTA2023CONTRACTEXECUTED	
CAI ARIZONA	SPECIAL EVENTS	Signed Tradeshow Legacy Park 8.10.23	
PARK UNIVERSITY GILBERT CAMPUS	SPECIAL EVENTS	Event License Agreement Park University 2024 Graduation	
QUEEN CREEK SCHOOLS EDUCATION FOUNDATION	SPECIAL EVENTS	Core ConstructionEvent License_Agreement.final_Signed	
BNI CHAPTER	SPECIAL EVENTS	BNI.FUA10.23-12.23	
PS I LOVE AZ LLC	SPECIAL EVENTS	Farmers Market Event License Agreement	

NOTE: Excludes non-paying sponsorship agreements.

SCHEDULE 4.5(a) MOST RECENT MONTH-END BALANCE SHEET***Legacy Cares, Inc.***

Account Name	Sep 30, 23
ASSETS	
Current Assets	
Checking/Savings	
UMB 3333	30,500.00
UMB X9686 Sales Tax	17,121.62
UMB X9651 Ticketing	56,180.21
ESG Bank Accounts	
UMB X9678 - Revenue	88,823.66
UMB X9643 - Food & Beverage	16,389.19
Total ESG Bank Accounts	105,212.85
UMB X6227	33,339.47
UMB X9635	642,544.08
153666.10 Cap Interest Fund	
Money Markets and Cash	9.98
Total 153666.10 Cap Interest Fund	9.98
153666.1 Bond Fund	
Money Market and Cash	2,366.61
Total 153666.1 Bond Fund	2,366.61
153666.2 Debt Svc Reserve Fund	
Money Markets and Cash	96,635.04
Fixed Income Securities	8,227,407.88
Total 153666.2 Debt Svc Reserve Fund	8,324,042.92
15666.13 Project Money Mkt Fund	
Money Markets and Cash	15.56
Total 15666.13 Project Money Mkt Fund	15.56
153666.14 Ins & Cond Proc Fund	
Money Markets and Cash	1,882.96
153666.14 Ins & Cond Proc Fund - Other	22.15
Total 153666.14 Ins & Cond Proc Fund	1,905.11
153666.6 Operating Reserve Fund	
Money Markets and Cash	59.07
153666.6 Operating Reserve Fund - Other	0.93
Total 153666.6 Operating Reserve Fund	60.00
Investment	
Certificate of Dep Restricted	400,000.00
Total Investment	400,000.00
Total Checking/Savings	9,613,298.41
Other Current Assets	
10300 · Petty Cash	282.00
11000-E · Accounts Receivable - ESG	1,191,932.70

SCHEDULE 4.5(a) MOST RECENT MONTH-END BALANCE SHEET***Legacy Cares, Inc.***

Account Name	Sep 30, 23
11000 · Accounts Receivable - LS USA	272,989.03
11806 · Concessions Inventory	34,095.03
11836 · Restaurant Inventory	40,923.20
12000 · Prepaid Expense	
Park Operations - ESG	
12006-E · Prepaid Credit Card Fees	(4,712.15)
12007-E · Prepaid Interest	1,982.10
12005-E · Sports Expenses	102,683.11
12004 · Special Events	20,207.36
12003-E · Prepaid Rent	71,701.82
12002-E · Operating Expenses	38,972.00
12001-E · Insurance	110,364.05
Total Park Operations - ESG	341,198.29
Administrative	
Insurance - LC D&O	16,105.54
Total Administrative	16,105.54
Total 12000 · Prepaid Expense	357,303.83
Playground Deposit	62,139.00
Total Other Current Assets	1,959,664.79
Total Current Assets	11,572,963.20
Fixed Assets	
Financed Fixed Assets	
Golf Simulator	293,929.94
Macrolase 5030563-1	90,630.32
Macrolase 5030563-2	55,839.62
Macrolase 5030563-3	52,745.19
Macrolase 5030563-4	469,545.48
Macrolase 5030563-5	57,290.73
Macrolase 5030563-6	31,242.38
Macrolase 5030563-7	20,557.22
Macrolase 5030563-8	18,350.00
Macrolase 5030563-9	26,345.00
Macrolase 5030563-10	1,082,046.44
Macrolase 5030563-12	33,031.50
Macrolase 5030563-13	14,008.61
Macrolase 5030563-14	720,161.85
Macrolase 5030563-15	25,123.43
Macrolase 5030563-16	29,878.13
Macrolase 5030563-18	30,014.35
Macrolase 5030563-19	64,981.47

SCHEDULE 4.5(a) MOST RECENT MONTH-END BALANCE SHEET***Legacy Cares, Inc.***

Account Name	Sep 30, 23
Macrolase 5030563-20	13,997.50
Macrolase 5030563-21	59,993.79
Total Financed Fixed Assets	3,189,712.95
LegacyPark - Project Costs	
LS USA - Pre Opening WC	21,668,082.67
Construction/Construction Mgmt	187,102,258.94
Construction Insurance	4,067,041.59
Project Design	13,468,959.97
Legal/Permits/Other Fees	3,231,611.51
Total LegacyPark - Project Costs	229,537,954.68
15000 · Furniture Fixtures & Equipment	
Computer Equipment	201,505.03
Misc Sports Equipment	341,124.35
Basketball Equipment	182,098.41
Baseball & Softball Equipment	1,198,604.33
Cheer, Dance & Gymnastics Equip	782,452.90
Emergency Medical Equipment	107,240.60
Food Trucks	819,484.00
Futsal Equipment	73,305.44
Golf Simulator	66,282.00
Groundskeeping Equipment	44,118.02
Moveable Event Equipment	184,868.81
Movable LED Message Boards	2,356,415.00
Moveable Office Trailers	957,657.76
Movable Outdoor Furnishings	102,496.39
Movable Ticket Booths	108,382.88
Obstacle Course Equipment	284,828.00
Outdoor Storage Equipment	519,161.57
Outdoor Tent/Shade Equipment	68,452.22
Ops Furniture & Equipment	228,227.19
Park Signage	310,376.72
Pickleball Equipment	8,304.71
Portable Restroom Trailers	809,333.34
Restaurant & Kitchen Equipment	3,019,911.63
Scoreboard Equipment	207,178.80
Soccer & Lacrosse Equipment	488,922.14
Volleyball Equipment	403,955.22
All Other	10.00
Total 15000 · Furniture Fixtures & Equipment	13,874,697.46
17000 · Accumulated Depreciation	(11,656,563.20)

SCHEDULE 4.5(a) MOST RECENT MONTH-END BALANCE SHEET***Legacy Cares, Inc.***

Account Name	Sep 30, 23
Total Fixed Assets	234,945,801.89
Other Assets	
19010 · Utility Deposits	10,960.00
19000 · Deposits - F&B	40,210.43
Professional Fee Retainers	525,402.75
Due From LS USA - Long Term	
LS Sports - Liquor License	
Loan Principal	113,600.00
Accrued Interest Receivable	10,248.49
Total LS Sports - Liquor License	123,848.49
Waltz Construction Settlement	
Loan Principal	1,120,000.00
Accrued Interest Receivable	104,819.76
Total Waltz Construction Settlement	1,224,819.76
Total Due From LS USA - Long Term	1,348,668.25
Security Deposits	
Electricity Deposit - SRP	422,233.80
Water Deposit - City of Mesa	100,000.00
Ground Lease Security Deposit	375,000.00
Total Security Deposits	897,233.80
Deferred IT Advisory Fee Asset	912,500.00
Bond Issuance Costs	
Legal, Title, Other	
Legal, Title, Other Cost - 2020	2,121,467.61
Legal, Title, Other Cost - 2021	526,337.00
Accumulated Amortization	
Series 2020A-1 & Series 2020A-2	(374,590.06)
Series 2020B	(18,396.92)
Series 2020C	(83,845.11)
Series 2021A	(20,779.51)
Series 2021B	(62,325.44)
Total Accumulated Amortization	(559,937.04)
Total Legal, Title, Other	2,087,867.57
Original Issue Discount	
Series 2020A Tax Exempt Cost	1,649,600.00
Series 2020B Taxable Cost	109,124.81
Series 2020C Tax Exmpt Trbo Cst	310,000.00
Accumulated Amortization	
Series 2020A-2	(174,609.53)
Series 2020B	(34,217.16)

SCHEDULE 4.5(a) MOST RECENT MONTH-END BALANCE SHEET***Legacy Cares, Inc.***

Account Name	Sep 30, 23
Series 2020C	(98,991.56)
Total Accumulated Amortization	(307,818.25)
Total Original Issue Discount	1,760,906.56
Underwriter's Discount	
Series 2020A Tax Exempt Cost	2,142,872.25
Series 2020B Taxable Cost	2,560,595.74
Series 2020C Tax Exmpt Trbo Cst	311,932.01
Series 2021 A Tax Exempt	360,782.81
Series 2021B Taxable	299,217.19
Accumulated Amortization	
Series 2020A-1,2	(444,596.59)
Series 2020B	(817,669.22)
Series 2020C	(99,608.59)
Series 2021A	(26,056.47)
Series 2021B	(73,035.95)
Total Accumulated Amortization	(1,460,966.82)
Total Underwriter's Discount	4,214,433.18
Total Bond Issuance Costs	8,063,207.31
Total Other Assets	11,798,182.54
TOTAL ASSETS	258,316,947.63
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	36,023,712.08
21010 · Accounts Payable - From LS USA	\$7,109,899.09
Total Accounts Payable	43,133,611.17
Other Current Liabilities	
20043 · Parking Liability-interco Elite	3,564,839.59
Accrued Expenses - LC	
Commercial Deposit	86,213.35
Accrued Expenses - LC - Other	862,838.96
Total Accrued Expenses - LC	949,052.31
20800 · Interest Payable	3,000,000.00
20000-1 · Accrued Expenses - from LS USA	
20004 · Accrued Operating Expense	492,063.77
20006 · Accrued Sports Expense	21,107.98
20025 · Accrued Payroll	401,255.22
20045 · Accrued Commissions	223,026.14
20205 · Event Deposits	493.19

SCHEDULE 4.5(a) MOST RECENT MONTH-END BALANCE SHEET***Legacy Cares, Inc.***

Account Name	Sep 30, 23
Total 20000-1 · Accrued Expenses - from LS USA	1,137,946.30
20556 · Sales Tax Payable AZ	(7,681.16)
20600 · Payroll Clearing	36,129.54
24000 · Deferred Revenue	1,590,923.41
Loan Payable - ST	
CNA	
D&O	104,187.41
Total CNA	104,187.41
Icing Investment Judgment	
Loan	2,411,015.78
Accrued Interest	102,608.45
Total Icing Investment Judgment	2,513,624.23
Total Loan Payable - ST	2,617,811.64
Due to/from Elite Sports Group	(1,347,597.63)
Due to/from Legacy Sports USA	1,784,063.83
Accrued Bond Interest Payable	
Series 2020A-1 & Series 2020A-2	19,889,851.59
Series 2020B	766,125.00
Series 2020C	2,615,625.00
Series 2021A	2,414,625.00
Series 2021B	57,499.94
Total Accrued Bond Interest Payable	25,743,726.53
Total Other Current Liabilities	39,069,214.36
Total Current Liabilities	82,202,825.53
Long Term Liabilities	
Loan Payable	
Full Swing	245,929.94
Macrolease	
5030563-1	61,498.23
5030563-2	40,454.75
5030563-3	39,004.43
5030563-4	318,584.04
5030563-5	38,878.77
5030563-6	23,102.61
5030563-7	14,896.67
5030563-8	12,459.99
5030563-9	17,881.42
5030563-10	734,155.41
5030563-12	23,428.26
5030563-13	9,721.96

SCHEDULE 4.5(a) MOST RECENT MONTH-END BALANCE SHEET***Legacy Cares, Inc.***

Account Name	Sep 30, 23
5030563-14	519,571.55
5030563-15	18,584.58
5030563-16	20,732.80
5030563-18	23,549.41
5030563-19	51,903.63
5030563-20	10,977.28
5030563-21	42,587.47
Total Macrolease	<u>2,021,973.26</u>
Total Loan Payable	<u>2,267,903.20</u>
Series 2020 AIDA - Rev Bonds	
Series 2020A - Tax Exempt	
Series 2020A-1 - Rev Bonds	48,000,000.00
Series 2020A-2 - Rev Bonds	164,960,000.00
Total Series 2020A - Tax Exempt	<u>212,960,000.00</u>
Series 2020B - Taxable	6,810,000.00
Series 2020C - Tax Exempt Turbo	31,000,000.00
Total Series 2020 AIDA - Rev Bonds	<u>250,770,000.00</u>
Series 2021 AIDA Rev Bonds	
Series 2021 A Tax Exempt Bonds	32,425,000.00
Series 2021 B Taxable Bonds	575,000.00
Total Series 2021 AIDA Rev Bonds	<u>33,000,000.00</u>
Deferred IT Advisory Fee Payable	912,500.00
Total Long Term Liabilities	<u>286,950,403.20</u>
Total Liabilities	<u>369,153,228.73</u>
Equity	
32000-1 · Retained Earnings -Pre-Petition	(88,506,105.59)
Net Income	(22,330,175.51)
Total Equity	<u>(110,836,281.10)</u>
TOTAL LIABILITIES & EQUITY	<u>258,316,947.63</u>

SCHEDULE 4.5(a) FINANCIAL STATEMENTS PROFIT & LOSS STATEMENT**Unaudited****Legacy Cares, Inc. Pre-petition**

Account Description	Jan 23	Feb 23	Mar 23	Apr 23	Total
Ordinary Income/Expense					
Income					
40000 · Park Revenue - OVG					
40100 · Events	\$ 2,253,557.09	\$ 1,545,965.66	\$ 1,758,374.82	\$ 1,193,655.24	\$ 6,751,552.81
40050 · Sponsorships	324,116.67	327,525.86	300,352.34	326,196.13	1,278,191.00
40010 · Food & Beverage	493,981.57	841,781.44	833,342.43	(532.29)	2,168,573.15
Total 40000 · Park Revenue - OVG	3,071,655.33	2,715,272.96	2,892,069.59	1,519,319.08	10,198,316.96
40000-E · Park Revenue - ESG					
40001 · Food & Beverage	-	-	-	346,552.96	346,552.96
40002 · Sports	-	-	-	429,069.38	429,069.38
40003 · Sponsorship	-	-	-	2,404.63	2,404.63
40004 · Special Events	-	-	-	7,962.47	7,962.47
40005 · Other	-	-	-	36,132.50	36,132.50
Total 40000-E · Park Revenue - ESG	-	-	-	822,121.94	822,121.94
Total 40000 · Park Revenue	3,071,655.33	2,715,272.96	2,892,069.59	2,341,441.02	11,020,438.90
Cost of Goods Sold					
41000-E · Park Cost of Goods Sold - ESG					
51004 · Special Events	-	-	-	7,275.66	7,275.66
51002 · Sports	-	-	-	313,358.93	313,358.93
51001 · Food & Beverage	-	-	-	118,264.82	118,264.82
Total 41000-E · Park Cost of Goods Sold - ESG	-	-	-	438,899.41	438,899.41
50000 · Park Cost of Goods Sold - OVG					
50100 · Events	655,229.52	394,401.90	539,703.43	239,143.13	1,828,477.98
54000 · Sponsorship					
Fulfillment	11,489.43	1,479.35	13,252.29	-	26,221.07
Total 54000 · Sponsorship	11,489.43	1,479.35	13,252.29	-	26,221.07
Total 50000 · Park Cost of Goods Sold - OVG	666,718.95	395,881.25	552,955.72	239,143.13	1,854,699.05
Park Gross Profit	2,404,936.38	2,319,391.71	2,339,113.87	1,663,398.48	8,726,840.44
Expense					
G&A- Park Operating Expenses					
60000 · Employee Related					
60100 · Salaries	534,788.69	497,702.77	544,660.55	439,098.62	2,016,250.63
60150 · Salaries - Hourly	345,600.10	339,092.14	403,805.66	289,405.75	1,377,903.65
60200 · Salaries - OT	7,103.33	7,486.18	3,592.04	7,329.28	25,510.83
60246 · Executive Payroll Fees	121,550.00	110,000.00	122,500.00	58,450.00	412,500.00
60260 · Employee Commissions	9,567.25	11,800.61	61,965.97	13,849.76	97,183.59

SCHEDULE 4.5(a) FINANCIAL STATEMENTS PROFIT & LOSS STATEMENT**Unaudited*****Legacy Cares, Inc. Pre-petition***

Account Description	Jan 23	Feb 23	Mar 23	Apr 23	Total
60400 · Payroll Taxes	96,921.23	86,643.99	92,825.74	73,653.59	350,044.55
60450 · Worker's Comp	24,413.44	13,158.86	2,848.69	13,197.06	53,618.05
60500 · Vacation	12,640.55	4,032.12	13,866.25	8,635.14	39,174.06
60550 · Employee Insurance Benefits	35,403.15	36,962.48	38,651.78	13,867.26	124,884.67
60600 · Pension/401K Expense	-	5,397.63	1,078.15	(2,381.02)	4,094.76
60650 · Payroll Service Fees	9,962.80	2,459.41	10,032.78	5,112.20	27,567.19
60680 · Phone Reimbursement	1,000.00	1,000.00	950.00	-	2,950.00
Total 60000 · Employee Related	1,198,950.54	1,115,736.19	1,296,777.61	920,217.64	4,531,681.98
61000 · Rent					
61010 · Rent	309,685.46	309,685.46	309,685.46	309,685.46	1,238,741.84
Total 61000 · Rent	309,685.46	309,685.46	309,685.46	309,685.46	1,238,741.84
61500 · Building Repair & Maintenance					
61526 · Landscaping Maintenance	-	-	122.20	-	122.20
61501 · General Repairs	4,166.89	6,652.97	4,906.55	4,537.50	20,263.91
61502 · Equipment Repair	-	900.02	2,018.78	-	2,918.80
61505 · Contracted Maintenance	24,300.00	25,000.00	36,010.01	18,911.74	104,221.75
61507 · Building Supplies / Materials	790.77	-	-	-	790.77
61516 · Lifts, Carts, and Vehicle Maint	9,250.21	-	-	-	9,250.21
61521 · Equipment Rental	23,161.53	17,430.56	17,032.01	-	57,624.10
61522 · Plumbing Repairs	1,350.00	12,953.54	1,500.00	-	15,803.54
Total 61500 · Building Repair & Maintenance	63,019.40	62,937.09	61,589.55	23,449.24	210,995.28
62000 · Office					
62100 · Supplies	2,127.76	2,175.32	336.81	1,858.38	6,498.27
62200 · Telephone	-	-	-	279.74	279.74
62250 · Internet	16,057.50	16,057.50	16,057.50	16,059.08	64,231.58
62450 · Equipment Rental	483,568.85	483,568.85	489,593.09	501,198.09	1,957,928.88
62500 · Computers and Supplies	2,468.04	780.91	207.38	8,410.64	11,866.97
Total 62000 · Office	504,222.15	502,582.58	506,194.78	527,805.93	2,040,805.44
63000 · Legal					
63100 · Legal	1,430.00	13,209.31	164,234.65	35,409.45	214,283.41
Total 63000 · Legal	1,430.00	13,209.31	164,234.65	35,409.45	214,283.41
63500 · Utilities					
63505 · Electricity	58,198.80	1,284.57	117,183.40	74,172.06	250,838.83
63510 · Water	22,337.75	23,899.44	13,641.09	14,930.97	74,809.25
63515 · Natural Gas/Fuel	4,002.19	4,957.76	3,007.79	2,174.42	14,142.16
63525 · Wifi/Telecommunications	1,740.38	1,740.38	1,740.38	1,740.38	6,961.52
Total 63500 · Utilities	86,279.12	31,882.15	135,572.66	93,017.83	346,751.76

SCHEDULE 4.5(a) FINANCIAL STATEMENTS PROFIT & LOSS STATEMENT**Unaudited*****Legacy Cares, Inc. Pre-petition***

Account Description	Jan 23	Feb 23	Mar 23	Apr 23	Total
63600 · Supplies					
63601 · Uniforms	-	172.54	-	-	172.54
63602 · Cleaning Supplies	16,888.84	23,768.51	18,990.80	9,145.15	68,793.30
63603 · Paper/Restroom Supplies	4,456.27	11,810.24	1,614.77	(2,159.15)	15,722.13
63609 · Doors & Locks	776.94	-	-	-	776.94
63610 · Plumbing Supplies	1,358.13	-	-	-	1,358.13
63611 · F&B Supplies	224,963.22	494,056.43	352,983.68	(3,487.33)	1,068,516.00
63613 · General Supplies/Building Supp	3,679.06	7,528.23	496.72	2,184.32	13,888.33
63627 · Sports Supplies	7,206.80	-	-	625.00	7,831.80
Total 63600 · Supplies	259,329.26	537,335.95	374,085.97	6,307.99	1,177,059.17
64000 · Consultants and Outside Service					
64060 · Recruiting	1,457.24	813.46	331.62	324.90	2,927.22
64301 · Tax Services	510.79	-	-	3,500.00	4,010.79
Total 64000 · Consultants and Outside Service	1,968.03	813.46	331.62	3,824.90	6,938.01
64500 · Contracted Services					
64508-E · Grease Removal/Trap Cleaning	-	-	-	1,287.41	1,287.41
64502 · Management Fee (Base)	20,833.34	20,833.34	20,833.34	9,722.23	72,222.25
64503 · Management Fee (F&B Incentive)	24,699.08	42,089.06	41,294.89	8,240.00	116,323.03
64504 · Uniform Cleaning	4,765.83	3,676.31	4,939.50	1,930.77	15,312.41
64506 · Contracted Security	-	-	-	10,031.73	10,031.73
64508 · Software Licenses	(673.84)	15.22	37,475.92	703.84	37,521.14
64511 · Pest Control	5,015.00	5,015.00	5,015.00	5,265.00	20,310.00
64522 · Professional Fees	-	147.80	189.96	-	337.76
64513 · Trash Removal	17,920.68	10,761.79	21,424.39	16,005.86	66,112.72
64517 · Landscaping Service	100,237.29	100,237.29	125,490.23	51,180.68	377,145.49
64519 · Contracted Services - Other	13,792.62	36,488.67	-	280.00	50,561.29
64521 · General Maintenance	-	-	-	950.00	950.00
Total 64500 · Contracted Services	186,590.00	219,264.48	256,663.23	105,597.52	768,115.23
65000 · Travel & Entertainment					
65100 · Airfare	-	-	-	1,344.84	1,344.84
65150 · Ground Transportation	334.48	726.34	288.89	-	1,349.71
65200 · Hotel	-	1,678.06	-	-	1,678.06
65450 · Entertainment and Business Meal	2,089.81	1,843.45	1,411.89	608.61	5,953.76
65600 · Training & Conferences	-	10.20	-	-	10.20
Total 65000 · Travel & Entertainment	2,424.29	4,258.05	1,700.78	1,953.45	10,336.57
66000-1 · Insurance					
66100 · Ops Insurance	21,984.84	22,666.89	237,615.22	88,099.82	370,366.77

SCHEDULE 4.5(a) FINANCIAL STATEMENTS PROFIT & LOSS STATEMENT**Unaudited*****Legacy Cares, Inc. Pre-petition***

Account Description	Jan 23	Feb 23	Mar 23	Apr 23	Total
Total 66000-1 · Insurance	21,984.84	22,666.89	237,615.22	88,099.82	370,366.77
67000 · Advertising					
67100 · Advertising	14,901.56	12,220.00	8,616.25	633.71	36,371.52
67103 · Website	3,000.00	3,000.00	3,000.00	3,000.00	12,000.00
Total 67000 · Advertising	17,901.56	15,220.00	11,616.25	3,633.71	48,371.52
68000 · Other G&A Expenses					
68007 · Property Taxes	-	-	274,675.26	-	274,675.26
68001 · Bad Debt Reserve	-	-	-	913.20	913.20
68005 · Miscellaneous	5,840.20	9,066.98	831.47	2,473.77	18,212.42
68008 · Cash Over/Short	2,649.66	3,687.02	2,903.81	178.64	9,419.13
68012 · Permits	1,480.00	7,006.50	1,726.00	210.00	10,422.50
68100 · Dues & Subscriptions	3,282.11	3,721.13	4,963.47	4,894.57	16,861.28
68150 · Bank Fees	41,767.74	37,764.05	43,179.20	4,276.81	126,987.80
68200 · Postage & Shipping	-	126.00	(77.00)	-	49.00
68250 · Printing & Reproduction	-	-	-	(348.25)	(348.25)
68300 · Taxes & Licenses	-	-	-	3,135.50	3,135.50
Total 68000 · Other G&A Expenses	55,019.71	61,371.68	328,202.21	15,734.24	460,327.84
Total G&A- Park Operating Expenses	2,708,804.36	2,896,963.29	3,684,269.99	2,134,737.18	11,424,774.82
Park Operating Profit	(303,867.98)	(577,571.58)	(1,345,156.12)	(471,338.70)	(2,697,934.38)
Other Charitable Revenue					
Fundraising Revenue - General					
Corporate	7,374.17	-	20,000.00	10,000.00	37,374.17
Individual	80.87	115.74	181.18	4,739.73	5,117.52
Private Foundation	-	-	-	-	-
Total Fundraising Revenue - General	7,455.04	115.74	20,181.18	14,739.73	42,491.69
Grants Revenue					
Private Foundations	-	-	-	-	-
Restricted Giving Revenue					
Grants	-	-	-	-	-
Total Restricted Giving Revenue	-	-	-	-	-
Total Grants Revenue	-	-	-	-	-
Total Other Charitable Revenue	7,455.04	115.74	20,181.18	14,739.73	42,491.69
Fundraising Revenue COGS					
Events and Youth Programs	-	-	-	-	-
Total Fundraising Revenue COGS	-	-	-	-	-
Total Other Charitable Revenue Gross Profit	7,455.04	115.74	20,181.18	14,739.73	42,491.69

SCHEDULE 4.5(a) FINANCIAL STATEMENTS PROFIT & LOSS STATEMENT**Unaudited*****Legacy Cares, Inc. Pre-petition***

Account Description	Jan 23	Feb 23	Mar 23	Apr 23	Total
Administrative Operating Exp					
Accounting Fee Expense - LS USA	5,000.00	5,000.00	5,000.00	2,333.33	17,333.33
Bank Service Charges	181.69	544.60	176.68	89.87	992.84
Charitable Giving					
Donation	-	-	-	752.97	752.97
Event Expenses	-	390.75	1,318.65	-	1,709.40
Total Charitable Giving	-	390.75	1,318.65	752.97	2,462.37
Credit Card Fees					
Cash Reward Refunds	(115.25)	(115.66)	(131.91)	(103.25)	(466.07)
Total Credit Card Fees	(115.25)	(115.66)	(131.91)	(103.25)	(466.07)
Insurance Expense					
D&O	27,215.39	27,215.39	26,246.08	27,215.39	107,892.25
Total Insurance Expense	27,215.39	27,215.39	26,246.08	27,215.39	107,892.25
IT & Telecommunications	-	135.12	-	-	135.12
Management Fees Expense - ESG	-	-	-	130,634.12	130,634.12
Marketing					
Promotions					
PR	-	-	-	3,000.00	3,000.00
Promotions - Other	3,500.00	1,500.00	1,500.00	-	6,500.00
Total Promotions	3,500.00	1,500.00	1,500.00	3,000.00	9,500.00
Total Marketing	3,500.00	1,500.00	1,500.00	3,000.00	9,500.00
Merchant Fees	19.78	58.89	(710.74)	25.00	(607.07)
Office Supplies	42.55	12.94	269.81	3,036.88	3,362.18
Outside Services					
Park Operations Transition	-	-	-	4,263.87	4,263.87
Accounting Technical Fees	1,300.00	-	-	-	1,300.00
Bankruptcy Noticing Agent	-	-	-	32,000.00	32,000.00
Bondholder Financial Consulting	-	-	-	513,908.40	513,908.40
CFO Fees	22,625.00	21,500.00	28,285.00	43,715.00	116,125.00
Controller Fees	1,150.00	300.00	1,715.00	4,735.00	7,900.00
CRO Fees	-	315,048.63	148,223.83	254,081.00	717,353.46
Government Relations	125,000.00	-	-	-	125,000.00
Investment Banking Sales Agent	-	-	-	167,730.00	167,730.00
Legal	137,447.50	123,512.10	216,851.50	1,291,776.43	1,769,587.53
Public Relations	-	12,793.75	-	(1,062.75)	11,731.00
Tax Preparation Fees	-	-	-	20,300.00	20,300.00
Total Outside Services	287,522.50	473,154.48	395,075.33	2,331,446.95	3,487,199.26

SCHEDULE 4.5(a) FINANCIAL STATEMENTS PROFIT & LOSS STATEMENT**Unaudited****Legacy Cares, Inc. Pre-petition**

Account Description	Jan 23	Feb 23	Mar 23	Apr 23	Total
Payroll and Related					
Employee Benefits					
Health Insurance	2,699.39	2,893.79	3,282.56	843.94	9,719.68
Total Employee Benefits	2,699.39	2,893.79	3,282.56	843.94	9,719.68
Executive Salaries and Wages					
VP-Park Operations	-	-	-	7,692.31	7,692.31
Administrative	6,000.00	6,000.00	6,000.00	6,000.00	24,000.00
Chief Development Officer	16,702.27	16,702.26	16,702.27	17,083.34	67,190.14
President	20,416.66	20,416.66	20,416.66	20,035.58	81,285.56
Total Executive Salaries and Wages	43,118.93	43,118.92	43,118.93	50,811.23	180,168.01
Payroll Processing Fees	-	80.70	80.70	80.70	242.10
Payroll Taxes	3,298.58	3,298.61	3,298.58	3,887.06	13,782.83
Total Payroll and Related	49,116.90	49,392.02	49,780.77	55,622.93	203,912.62
Subscriptions	1,329.72	1,272.06	650.41	651.41	3,903.60
Telephone	250.72	264.95	125.95	125.29	766.91
Travel					
Automobile	365.25	-	-	-	365.25
Meals	143.88	113.78	48.30	93.50	399.46
Total Travel	509.13	113.78	48.30	93.50	764.71
Total Administrative Operating Exp	374,573.13	558,939.32	479,349.33	2,554,924.39	3,967,786.17
Legacy Cares, Inc. Fundraising Operating Profit	(367,118.09)	(558,823.58)	(459,168.15)	(2,540,184.66)	(3,925,294.48)
Net Operating Income	(670,986.07)	(1,136,395.16)	(1,804,324.27)	(3,011,523.36)	(6,623,228.86)
Other Income/Expense					
Other Income					
Interest - Fund					
Debt Svc Reserve Fund	33,038.98	24,137.21	55,651.33	28,605.59	141,433.11
Interest - Fund - Other	0.33	0.66	1.36	-	2.35
Total Interest - Fund	33,039.31	24,137.87	55,652.69	28,605.59	141,435.46
Interest - Loans					
Waltz Settlement	3,804.93	3,436.71	3,804.93	3,682.19	14,728.76
Liquor License	385.93	348.58	385.93	373.48	1,493.92
Total Interest - Loans	4,190.86	3,785.29	4,190.86	4,055.67	16,222.68
Unrealized Gain/Loss Mkt Value					
DebtSvc Reserve Fund	139,831.47	(174,907.20)	280,605.54	18,222.83	263,752.64
Total Unrealized Gain/Loss Mkt Value	139,831.47	(174,907.20)	280,605.54	18,222.83	263,752.64
Dividend					

SCHEDULE 4.5(a) FINANCIAL STATEMENTS PROFIT & LOSS STATEMENT**Unaudited*****Legacy Cares, Inc. Pre-petition***

Account Description	Jan 23	Feb 23	Mar 23	Apr 23	Total
Project Fund	307.90	-	15.56	-	323.46
Cap Interest Fund	-	9.93	-	-	9.93
Bond Fund	7,737.27	2,307.39	6.88	7.93	10,059.47
Debt Service Reserve Fund	134.62	211.25	293.17	566.02	1,205.06
Revenue Fund	220.70	343.85	-	462.60	1,027.15
Ins & Cond Proceeds Fund	5.30	5.59	5.59	6.37	22.85
Operating Reserve Fund	270.95	4,665.91	2,489.42	58.49	7,484.77
Total Dividend	8,676.74	7,543.92	2,810.62	1,101.41	20,132.69
Total Other Income	185,738.38	(139,440.12)	343,259.71	51,985.50	441,543.47
Other Expense					
Icing Legal Settlement	422.26	11,823.19	13,089.97	12,667.71	38,003.13
74000 · Lease Interest Expense	49,268.10	18,432.33	25,752.80	63,044.69	156,497.92
Amortization Expense					
Bond Issuance Cost Series 2020A	9,836.60	9,836.60	9,836.60	9,836.60	39,346.40
Bond Issuance Cost Series 2020B	484.13	484.13	484.13	484.13	1,936.52
Bond Issuance Cost Series 2020C	2,203.82	2,203.82	2,203.82	2,203.82	8,815.28
Bond Issuance Cost Series 2021A	799.21	799.21	799.21	799.21	3,196.84
Bond Issuance Cost Series 2021B	2,209.44	2,209.44	2,209.44	2,209.44	8,837.76
Total Amortization Expense	15,533.20	15,533.20	15,533.20	15,533.20	62,132.80
Bond Interest Expense					
Tax Exempt Series 2020A	1,342,285.00	1,342,285.00	1,342,285.00	1,342,285.00	5,369,140.00
Tax-Exempt Series 2020B	73,517.40	73,517.40	73,517.40	73,517.40	294,069.60
Series 2020C	179,601.32	179,601.32	179,601.32	179,601.32	718,405.28
Series 2021A	161,977.17	161,977.17	161,977.17	161,977.17	647,908.68
Series 2021B	6,603.86	6,603.86	6,603.86	6,603.86	26,415.44
Total Bond Interest Expense	1,763,984.75	1,763,984.75	1,763,984.75	1,763,984.75	7,055,939.00
Depreciation	735,683.84	629,580.84	629,580.84	629,580.84	2,624,426.36
Suspense	(8,328.68)	8,328.68	-	-	-
Total Other Expense	2,556,563.47	2,447,682.99	2,447,941.56	2,484,811.19	9,936,999.21
Net Other Income	(2,370,825.09)	(2,587,123.11)	(2,104,681.85)	(2,432,825.69)	(9,495,455.74)
Net Income	\$ (3,041,811.16)	\$ (3,723,518.27)	\$ (3,909,006.12)	\$ (5,444,349.05)	\$ (16,118,684.60)

SCHEDULE 4.5(a) FINANCIAL STATEMENTS PROFIT & LOSS STATEMENT**Unaudited*****Legacy Cares, Inc. Post-petition***

Account Description	May 23	Jun 23	Jul 23	Aug 23	Sep 23	TOTAL
Ordinary Income/Expense						
Income						
40000 · Park Revenue - OVG						
40100 · Events	65,805.75	0.00	0.00	0.00	0.00	65,805.75
Total 40000 · Park Revenue - OVG	65,805.75	0.00	0.00	0.00	0.00	65,805.75
40000-E · Park Revenue - ESG						
40001 · Food & Beverage	267,024.90	190,821.35	97,958.88	80,527.95	172,840.34	809,173.42
40002 · Sports	1,209,042.09	853,038.90	1,112,782.74	1,122,200.05	1,046,610.67	5,343,674.45
40003 · Sponsorship	306,454.27	307,755.03	218,469.11	180,478.79	187,254.19	1,200,411.39
40004 · Special Events	44,265.76	17,483.73	30,125.00	7,412.90	305,633.29	404,920.68
40005 · Other	0.00	19,575.50	9,555.00	5,331.20	28,525.00	62,986.70
40000-E · Park Revenue - ESG - Other	0.00	0.00	0.00	0.00	0.00	0.00
Total 40000-E · Park Revenue - ESG	1,826,787.02	1,388,674.51	1,468,890.73	1,395,950.89	1,740,863.49	7,821,166.64
Total Income	1,892,592.77		1,468,890.73	1,395,950.89	1,740,863.49	6,498,297.88
Cost of Goods Sold						
51003 · Sponsorship Fulfillment Cost	16,982.59	49,225.31	0.00	0.00	0.00	66,207.90
41000-E · Park Cost of Goods Sold - ESG						
51004 · Special Events	2,299.82	5,563.03	9,063.59	4,391.49	56,752.91	78,070.84
51002 · Sports	360,209.84	324,211.70	648,885.91	543,792.72	648,463.44	2,525,563.61
51001 · Food & Beverage	81,124.62	59,445.03	34,563.29	27,036.08	71,872.46	274,041.48
Total 41000-E · Park Cost of Goods Sold - ESG	443,634.28	389,219.76	692,512.79	575,220.29	777,088.81	2,877,675.93
50000 · Park Cost of Goods Sold - OVG						
50100 · Events	3,785.37	0.00	0.00	0.00	0.00	3,785.37
Total 50000 · Park Cost of Goods Sold - OVG	3,785.37	0.00	0.00	0.00	0.00	3,785.37
Total COGS	464,402.24	438,445.07	692,512.79	575,220.29	777,088.81	2,947,669.20
Gross Profit	1,428,190.53	(438,445.07)	776,377.94	820,730.60	963,774.68	3,550,628.68
Expense						
66900 · Reconciliation Discrepancies	0.00	0.48	0.08	0.00	0.00	0.56
64000-E · Consultants and Outside Svcs						
64050 · Advisors	900.00	0.00	0.00	0.00	0.00	900.00
64000-E · Consultants and Outside Svcs - Other	0.00	0.00	0.00	5,891.75	0.00	5,891.75
Total 64000-E · Consultants and Outside Svcs	900.00	0.00	0.00	5,891.75	0.00	6,791.75
G&A- Park Operating Expenses						
60000 · Employee Related						
60500-E · SickPay	1,978.15	531.00	3,563.14	3,753.56	2,482.59	12,308.44
60100 · Salaries	433,563.33	525,440.40	453,038.72	429,831.43	381,296.07	2,223,169.95
60150 · Salaries - Hourly	310,819.66	342,010.60	265,886.63	237,658.67	239,328.40	1,395,703.96
60200 · Salaries - OT	8,621.44	5,041.31	8,139.08	2,394.83	7,101.07	31,297.73

SCHEDULE 4.5(a) FINANCIAL STATEMENTS PROFIT & LOSS STATEMENT**Unaudited*****Legacy Cares, Inc. Post-petition***

Account Description	May 23	Jun 23	Jul 23	Aug 23	Sep 23	TOTAL
60246 · Executive Payroll Fees	0.00	0.00	91.46	0.00	0.00	91.46
60255 · Bonus Paid	0.00	0.00	29,000.00	0.00	0.00	29,000.00
60260 · Employee Commissions	9,406.73	27,827.21	978.57	2,996.97	8,076.57	49,286.05
60400 · Payroll Taxes	81,087.29	82,534.83	63,933.54	57,709.73	53,413.33	338,678.72
60450 · Worker's Comp	26,704.60	0.00	(15,575.00)	0.00	10,864.00	21,993.60
60500 · Vacation	974.24	4,112.29	7,568.70	5,327.45	17,434.55	35,417.23
60550 · Employee Insurance Benefits	5,906.34	39,730.62	18,368.14	15,650.33	11,970.91	91,626.34
60600 · Pension/401K Expense	(3,548.19)	(2,304.66)	(1,935.40)	0.00	0.00	(7,788.25)
60650 · Payroll Service Fees	4,663.34	5,270.97	4,847.27	9,981.84	13,071.04	37,834.46
Total 60000 · Employee Related	880,176.93	1,030,194.57	837,904.85	765,304.81	745,038.53	4,258,619.69
61000 · Rent						
61010 · Rent	309,685.46	309,685.46	309,685.46	309,685.46	309,685.46	1,548,427.30
Total 61000 · Rent	309,685.46	309,685.46	309,685.46	309,685.46	309,685.46	1,548,427.30
61500 · Building Repair & Maintenance						
61501 · General Repairs	1,601.38	15,937.04	9,563.33	2,335.16	7,805.00	37,241.91
61502 · Equipment Repair	8,287.36	7,500.37	0.00	0.00	0.00	15,787.73
61505 · Contracted Maintenance	30,466.54	2,308.98	0.00	0.00	0.00	32,775.52
61507 · Building Supplies / Materials	754.00	0.00	0.00	0.00	0.00	754.00
61521 · Equipment Rental	533,325.00	562,973.00	529,942.00	618,973.00	544,203.75	2,789,416.75
61500 · Building Repair & Maintenance - Other	0.00	0.00	938.69	0.00	0.00	938.69
Total 61500 · Building Repair & Maintenance	574,434.28	588,719.39	540,444.02	621,308.16	552,008.75	2,876,914.60
62000 · Office						
62100 · Supplies	477.37	458.18	498.62	2,023.70	99.05	3,556.92
62250 · Internet	17,792.17	17,792.00	17,792.00	17,792.00	17,792.00	88,960.17
62350 · Repairs & Maintenance	0.00	0.00	0.00	11,882.70	24,869.04	36,751.74
62450 · Equipment Rental	0.40	(0.02)	0.10	0.38	0.00	0.86
62500 · Computers and Supplies	0.00	0.00	29.23	145.63	0.00	174.86
Total 62000 · Office	18,269.94	18,250.16	18,319.95	31,844.41	42,760.09	129,444.55
63000 · Legal						
63100 · Legal	5,888.62	35,003.00	(12,371.67)	0.00	(35,003.00)	(6,483.05)
Total 63000 · Legal	5,888.62	35,003.00	(12,371.67)	0.00	(35,003.00)	(6,483.05)
63500 · Utilities						
63505 · Electricity	90,979.75	98,574.31	154,946.12	(81,229.48)	109,637.92	372,908.62
63510 · Water	9,496.69	20,858.61	18,641.43	10,376.44	19,948.84	79,322.01
63515 · Natural Gas/Fuel	1,909.51	1,794.32	1,594.78	1,169.81	1,204.70	7,673.12
63525 · Wifi/Telecommunications	1,740.38	3,000.16	0.16	0.40	(0.11)	4,740.99
Total 63500 · Utilities	104,126.33	124,227.40	175,182.49	(69,682.83)	130,791.35	464,644.74
63600 · Supplies						

SCHEDULE 4.5(a) FINANCIAL STATEMENTS PROFIT & LOSS STATEMENT**Unaudited*****Legacy Cares, Inc. Post-petition***

Account Description	May 23	Jun 23	Jul 23	Aug 23	Sep 23	TOTAL
63601 · Uniforms	(130.00)	(130.00)	(20.00)	(100.00)	(197.50)	(577.50)
63602 · Cleaning Supplies	11,908.43	21,828.44	7,821.72	8,685.62	11,099.89	61,344.10
63603 · Paper/Restroom Supplies	(2,336.27)	(3,223.68)	(1,627.25)	(8.96)	375.98	(6,820.18)
63613 · General Supplies/Building Supp	350.00	3,232.95	4,942.52	3,252.08	10,949.30	22,726.85
63614 · HVAC Supplies	0.00	0.00	197.10	0.00	0.00	197.10
63615 · Safety Supplies	0.00	0.00	0.00	1,230.29	71.98	1,302.27
63627 · Sports Supplies	0.00	1,336.40	0.00	4,398.39	10,688.02	16,422.81
63600 · Supplies - Other	0.00	1,269.74	0.00	0.00	0.00	1,269.74
Total 63600 · Supplies	9,792.16	24,313.85	11,314.09	17,457.42	32,987.67	95,865.19
64000 · Consultants and Outside Service						
64060 · Recruiting	324.90	0.00	0.00	0.00	0.00	324.90
Total 64000 · Consultants and Outside Service	324.90	0.00	0.00	0.00	0.00	324.90
64500 · Contracted Services						
64508-E · Grease Removal/Trap Cleaning	1,375.00	0.00	0.00	0.00	0.00	1,375.00
64520 · HVAC Services	9,231.75	0.00	0.00	0.00	0.00	9,231.75
64504 · Uniform Cleaning	1,029.06	1,188.61	230.37	524.17	440.60	3,412.81
64505 · Background Checks	0.00	0.00	0.00	357.45	0.00	357.45
64506 · Contracted Security	13,124.64	10,794.08	13,492.60	14,049.00	21,385.70	72,846.02
64508 · Software Licenses	900.00	900.00	900.00	1,800.00	0.00	4,500.00
64511 · Pest Control	6,152.00	6,657.00	6,837.00	6,657.00	0.00	26,303.00
64513 · Trash Removal	10,039.32	19,125.23	18,877.79	25,338.23	16,517.24	89,897.81
64517 · Landscaping Service	119,364.41	100,237.29	100,329.29	120,376.18	102,282.40	542,589.57
64519 · Contracted Services - Other	102.00	530.48	1,193.44	2,193.44	8,051.00	12,070.36
64521 · General Maintenance	950.00	0.00	1,736.54	10,472.72	3,336.54	16,495.80
Total 64500 · Contracted Services	162,268.18	139,432.69	143,597.03	181,768.19	152,013.48	779,079.57
65000 · Travel & Entertainment						
65100 · Airfare	0.00	0.00	0.00	0.00	0.00	0.00
65101 · Other Travel & Entertainment	0.00	0.00	1,191.34	0.00	0.00	1,191.34
65150 · Ground Transportation	0.00	0.00	255.71	0.00	0.00	255.71
65450 · Entertainment and Business Meal	0.00	0.00	0.00	0.00	0.00	0.00
65000 · Travel & Entertainment - Other	0.00	3,317.44	1,236.95	1,478.90	0.00	6,033.29
Total 65000 · Travel & Entertainment	0.00	3,317.44	2,684.00	1,478.90	0.00	7,480.34
66000-1 · Insurance						
66100 · Ops Insurance	73,134.15	84,568.15	73,134.15	153,820.10	73,134.15	457,790.70
Total 66000-1 · Insurance	73,134.15	84,568.15	73,134.15	153,820.10	73,134.15	457,790.70
67000 · Advertising						
67100 · Advertising	8,414.62	6,344.30	6,254.30	7,254.31	7,336.82	35,604.35
67103 · Website	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	15,000.00

SCHEDULE 4.5(a) FINANCIAL STATEMENTS PROFIT & LOSS STATEMENT**Unaudited****Legacy Cares, Inc. Post-petition**

Account Description	May 23	Jun 23	Jul 23	Aug 23	Sep 23	TOTAL
Total 67000 · Advertising	11,414.62	9,344.30	9,254.30	10,254.31	10,336.82	50,604.35
68000 · Other G&A Expenses						
Interest Expenses - Misc	0.00	0.00	0.00	0.00	0.00	0.00
68006-E · Credit Card Fees	17,552.83	5,836.52	4,083.07	975.41	13,797.29	42,245.12
68001 · Bad Debt Reserve	0.00	0.00	6,666.67	6,666.67	11,166.67	24,500.01
68005 · Miscellaneous	0.00	524.38	37.10	1,138.19	260.64	1,960.31
68008 · Cash Over/Short	(9,429.47)	0.00	(834.61)	(3.44)	(191.56)	(10,459.08)
68012 · Permits	462.84	1,390.00	1,000.00	1,015.00	2,695.50	6,563.34
68100 · Dues & Subscriptions	7,537.28	3,287.26	3,865.65	5,715.62	2,382.98	22,788.79
68150 · Bank Fees	2,405.73	459.28	517.92	298.27	235.02	3,916.22
68200 · Postage & Shipping	0.00	99.00	183.46	64.61	219.31	566.38
68250 · Printing & Reproduction	4,384.55	6,466.04	2,405.29	0.00	0.00	13,255.88
68300 · Taxes & Licenses	(4,937.00)	0.00	0.00	0.00	0.00	(4,937.00)
68000 · Other G&A Expenses - Other	0.00	0.00	0.00	100.00	330.12	430.12
Total 68000 · Other G&A Expenses	17,976.76	18,062.48	17,924.55	15,970.33	30,895.97	100,830.09
G&A- Park Operating Expenses - Other	0.00	0.00	0.00	0.00	0.00	0.00
Total G&A- Park Operating Expenses	2,167,492.33	2,385,118.89	2,127,073.22	2,039,209.26	2,044,649.27	10,763,542.97
Administrative Operating Exp						
Bank Service Charges	1,168.74	1,339.42	2,062.46	1,633.55	1,482.54	7,686.71
Insurance Expense						
D&O	27,364.51	50,219.02	27,737.33	27,737.33	26,842.58	159,900.77
Total Insurance Expense	27,364.51	50,219.02	27,737.33	27,737.33	26,842.58	159,900.77
Merchant Fees	56.12	0.00	0.00	0.00	0.00	56.12
Payroll and Related						
Employee Benefits						
Health Insurance	1,485.70	404.54	0.00	0.00	89.70	1,979.94
Employee Benefits - Other	0.00	0.00	0.00	0.00	0.00	0.00
Total Employee Benefits	1,485.70	404.54	0.00	0.00	89.70	1,979.94
Executive Salaries and Wages						
VP-Park Operations	16,666.66	12,172.55	12,172.54	12,412.56	11,080.06	64,504.37
Administrative	3,000.00	1,060.99	0.00	0.00	0.00	4,060.99
Chief Development Officer	1,576.92	0.00	0.00	0.00	0.00	1,576.92
President	20,416.66	14,046.44	14,046.46	14,434.98	0.00	62,944.54
Total Executive Salaries and Wages	41,660.24	27,279.98	26,219.00	26,847.54	11,080.06	133,086.82
Payroll Processing Fees	93.61	0.00	0.00	0.00	0.00	93.61
Payroll Taxes	4,219.70	13,566.55	13,277.48	12,454.67	6,437.88	49,956.28
Total Payroll and Related	47,459.25	41,251.07	39,496.48	39,302.21	17,607.64	185,116.65
Total Administrative Operating Exp	76,048.62	92,809.51	69,296.27	68,673.09	45,932.76	352,760.25

SCHEDULE 4.5(a) FINANCIAL STATEMENTS PROFIT & LOSS STATEMENT**Unaudited*****Legacy Cares, Inc. Post-petition***

Account Description	May 23	Jun 23	Jul 23	Aug 23	Sep 23	TOTAL
Total Expense	2,244,440.95	2,477,928.88	2,196,369.57	2,113,774.10	2,090,582.03	11,123,095.53
Net Ordinary Income	(816,250.42)	(2,916,373.95)	(1,419,991.63)	(1,293,043.50)	(1,126,807.35)	(7,572,466.85)
Other Income/Expense						
Other Income						
Interest - Other	0.00	0.00	272.42	0.00	0.00	272.42
Interest - Fund						
Debt Svc Reserve Fund	50,834.72	16,631.83	29,666.71	15,675.28	33,838.87	146,647.41
Interest - Fund - Other	0.30	0.00	0.00	0.00	0.00	0.30
Total Interest - Fund	50,835.02	16,631.83	29,666.71	15,675.28	33,838.87	146,647.71
Interest - Loans						
Waltz Settlement	3,804.94	3,804.94	3,804.94	3,804.94	3,804.94	19,024.70
Liquor License	385.98	385.98	385.98	385.98	385.98	1,929.90
Total Interest - Loans	4,190.92	4,190.92	4,190.92	4,190.92	4,190.92	20,954.60
Unrealized Gain/Loss Mkt Value						
DebtSvc Reserve Fund	(70,569.21)	(82,252.71)	20,738.81	16,392.04	(16,957.50)	(132,648.57)
Unrealized Gain/Loss Mkt Value - Other	0.00	0.00	0.00	0.00	0.00	0.00
Total Unrealized Gain/Loss Mkt Value	(70,569.21)	(82,252.71)	20,738.81	16,392.04	(16,957.50)	(132,648.57)
Dividend						
Project Fund	0.00	0.00	7.20	0.00	0.31	7.51
Bond Fund	8.10	8.93	8.70	9.08	9.60	44.41
Debt Service Reserve Fund	1,961.36	3,421.78	1,177.61	1,262.18	2,001.85	9,824.78
Revenue Fund	1,131.28	0.00	0.00	195.23	92.84	1,419.35
Ins & Cond Proceeds Fund	6.60	7.10	0.00	7.30	7.75	28.75
Operating Reserve Fund	0.28	0.31	0.00	0.31	0.00	0.90
Total Dividend	3,107.62	3,438.12	1,193.51	1,474.10	2,112.35	11,325.70
Miscellaneous Income	0.00	199.86	0.07	0.00	0.00	199.93
Total Other Income	(12,435.65)	(57,791.98)	56,062.44	37,732.34	23,184.64	46,751.79
Other Expense						
Management Fees	104,744.00	78,478.00	84,857.00	81,443.00	93,593.00	443,115.00
Restructuring Expense	471,661.54	498,640.44	588,815.57	332,956.32	1,380,540.64	3,272,614.51
Icing Legal Settlement	13,089.97	12,667.71	13,800.00	12,379.93	12,667.71	64,605.32
74000 - Lease Interest Expense	20,376.95	19,458.85	18,783.68	17,597.73	16,817.06	93,034.27
Amortization Expense						
Bond Issuance Cost Series 2020A	9,836.60	9,836.60	9,836.60	9,836.60	9,836.60	49,183.00
Bond Issuance Cost Series 2020B	484.13	484.13	484.13	484.13	484.13	2,420.65
Bond Issuance Cost Series 2020C	2,203.82	2,203.82	2,203.82	2,203.82	2,203.82	11,019.10
Bond Issuance Cost Series 2021A	799.21	799.22	799.21	799.21	799.21	3,996.06
Bond Issuance Cost Series 2021B	2,209.44	2,209.44	2,209.44	2,209.44	2,209.44	11,047.20

SCHEDULE 4.5(a) FINANCIAL STATEMENTS PROFIT & LOSS STATEMENT**Unaudited*****Legacy Cares, Inc. Post-petition***

Account Description	May 23	Jun 23	Jul 23	Aug 23	Sep 23	TOTAL
Total Amortization Expense	15,533.20	15,533.21	15,533.20	15,533.20	15,533.20	77,666.01
Bond Interest Expense						
Tax Exempt Series 2020A	1,342,285.00	1,342,285.00	1,342,285.00	1,342,285.00	1,342,285.00	6,711,425.00
Tax-Exempt Series 2020B	73,517.40	73,517.40	73,517.40	73,517.40	73,517.40	367,587.00
Series 2020C	179,601.32	179,601.32	179,601.32	179,601.32	179,601.32	898,006.60
Series 2021A	161,977.17	161,977.17	161,977.17	161,977.17	161,977.17	809,885.85
Series 2021B	6,603.86	6,603.86	6,603.86	6,603.86	6,603.86	33,019.30
Total Bond Interest Expense	1,763,984.75	1,763,984.75	1,763,984.75	1,763,984.75	1,763,984.75	8,819,923.75
Depreciation	629,580.84	629,583.00	629,583.00	629,171.00	629,583.00	3,147,500.84
Total Other Expense	3,018,971.25	3,018,345.96	3,115,357.20	2,853,065.93	3,912,719.36	15,918,459.70
Net Other Income	(3,031,406.90)	(3,076,137.94)	(3,059,294.76)	(2,815,333.59)	(3,889,534.72)	(15,871,707.91)
Net Income	(3,847,657.32)	(5,992,511.89)	(4,479,286.39)	(4,108,377.09)	(5,016,342.07)	(23,444,174.76)

SCHEDULE 4.6 TITLE TO PURCHASED ASSETS

- 1 Arete Recovery Institute, LLC lease.
- 2 Arete Recovery Institute, LLC and Phoenix Children's Hospital, Inc. lease.
- 3 BOINGO Cell Tower Construction and Licensing Agreement.

SCHEDULE 4.8(a) INTELLECTUAL PROPERTY

1 All rights to common law trade names and trademarks (if any) owned by Legacy Cares, Inc.

2 URL address: WWW.LEGACYCARESINC.ORG.

3 Marketing contracts / arrangements:

Philip Scott Socia
Cruzwood Communications
Novoa Marketing Solutions
Hubspot

4 Sponsorship agreements:

CONTRACT COUNTERPARTY NAME	CONTRACT TITLE
ARIZONA MILK PRODUCERS	AZ Milk Producers (12-12-21) FINAL_Sponsorship Agreement_Bell Bank Park
AZ MAUI WOWI, LLC	Contract Maui Wowi Bell Bank Sponsorship 2023
AZ MAUI WOWI, LLC	BBP_Maui Wowi_FE Agreement (2-4-22)
BARCEL USA, LLC	BARCEL USA LLC (12-9-21)[19]Sponsorship Agreement_Bell Bank Park_
BLUE SKY PEST CONTROL	BLUE SKY PEST CONTROL SIGNED AGREEMENT
CRAZY PINEAPPLE	Crazy Pineapple Vender Program 20232024
ED KEY, INC.	Ed Key Legacy Sports USA Sponsorship 4.22.22
F3	F3 AGREEMENT SIGNED SEPT202023
KONA ICE OF EAST VALLEY, LLC	KONA ICE 2023 AGREEMENT EXECUTED
KONA ICE OF EAST VALLEY, LLC	Kona Ice of East Valley Sponsorship Agreement_Bell Bank Park_(12-13-21) FINAL
LERNER & ROWE, P.C.	LERNER AND ROWE LEGACY SPORTS USA CONTRACT 4.21.22
PACIFIC OFFICE AUTOMATION	PacificOfficeAutomation Term Sheet 12.11.21rev2[80]
PARK UNIVERSITY	Park U Sponsorship Agreement_Bell Bank Park_Park University 5.16.2022- executed
PHOENIX CHILDREN'S HOSPITAL	PCH_Legacy Sports USA, LLC 1-1-22 Sponsorship
STATE 48 ROOFING	State 48 Roofing- BellBank Park
SWIRE PACIFIC HOLDINGS INC.	SWIRE FINAL AGREEMENT 2022
VALLEY TOYOTA DEALERS ASSOCIATION, INC.	VALLEYTOYOTA2023CONTRACTEXECUTED

SCHEDULE 4.8(b) INTELLECTUAL PROPERTY LIENS

None.

SCHEDULE 4.9(a) MATERIAL CONTRACTS

Contract Counterparty	Contract Description	Contract Title (If Available)
UMB BANK, N.A.	BANKING AGREEMENT	
BOINGO, LLC	CELLULAR TOWER CONSTRUCTION AND SITE LICENSING AGREEMENT DTD 10/12/2021, WITH AMENDMENT DTD 11/4/2022	
RODNEY REESE	EMPLOYMENT AGREEMENT DTD 4/17/2023	
INSIGHT INVESTMENTS	EQUIPMENT LEASE	
SITE SOLAR	EQUIPMENT RENTAL	
BURNS & WILCOX - LOS ANGELES	EXCESS LIABILITY INSURANCE POLICY [LLOYDS OF LONDON]	
ARETE RECOVERY INSTITUTE, LLC	FACILITY LEASE AGREEMENT DATED 1/1/2022	
PHOENIX CHILDREN'S HOSPITAL, INC.	FACILITY SUBLEASE LEASE AGREEMENT DATED 1/1/2022, BETWEEN ARETE RECOVERY INSTITUTE, LLC AND PHOENIX CHILDREN'S HOSPITAL, INC.	
BLUE CROSS BLUE SHIELD OF ARIZONA, INC.	GRANT #31014611 FROM THE BLUE CROSS BLUE SHIELD OF ARIZONA, INC. FUND	
PACIFIC PROVING, LLC	GROUND LEASE	
SELECTIVE INSURANCE GROUP, INC.	INSURANCE POLICY - ATHLETIC EQUIPMENT (POLICY NUMBER S2501690-00)	
SELECTIVE INSURANCE GROUP, INC.	INSURANCE POLICY - AUTO	
CNA INSURANCE	INSURANCE POLICY - BLANKET BPP	
CNA INSURANCE	INSURANCE POLICY - BLANKET BUILDING (POLICY NUMBER PMT7018639264)	
CNA INSURANCE	INSURANCE POLICY - BUSINESS INCOME	
EVANSTON INSURANCE COMPANY	INSURANCE POLICY - D&O (POLICY NUMBER MKLV5MML000574)	
EVANSTON INSURANCE COMPANY	INSURANCE POLICY - D&O (POLICY NUMBER MKLV5MMN000143)	
LLOYDS OF LONDON INSURANCE	INSURANCE POLICY - D&O EXEC (POLICY NUMBER ANV145383AR2)	
ASSOCIATED INDUSTRIES INSURANCE COMPANY INC.	INSURANCE POLICY - D&O EXEC (POLICY NUMBER ANV146179AR2)	
SELECTIVE INSURANCE GROUP, INC.	INSURANCE POLICY - EQUIPMENT	
HDI GLOBAL INSURANCE COMPANY	INSURANCE POLICY - EXCESS (POLICY NUMBER 18ABEX2629)	
BURLINGTON INSURANCE CO.	INSURANCE POLICY - EXCESS (POLICY NUMBER 966BE06664)	
SELECTIVE INSURANCE GROUP, INC.	INSURANCE POLICY - LEASED AND RENTED	
HDI GLOBAL INSURANCE COMPANY	INSURANCE POLICY - PARK GENERAL LIABILITY (POLICY NUMBER 18LB5050)	
COPPERPOINT INSURANCE	INSURANCE POLICY - WORKERS COMP & EL (POLICY NUMBER 1022960)	
BrightView Landscape Services, Inc.	Landscape Services Agreement	
USAP SOUTHWEST REGION NONPROFIT	LICENSE AND EVENT OWNER MANAGEMENT RIGHTS AGREEMENT	
MARKEL - EVANSTON INSURANCE COMPANY	NON-PROFIT MANAGEMENT LIABILITY POLICY [EVANSTON]	
GUSTO, INC.	PAYROLL CONTRACTOR AGREEMENT	
SPOTON	POS SYSTEM LICENSING AND SERVICE AGREEMENT	
PAYNE, HUEBSCH, PLC DBA BOSS ADVISORS	PROFESSIONAL SERVICE AGREEMENT	
ROSE & COMPANY, LLC	PROFESSIONAL SERVICE AGREEMENT	
ELITE SPORTS GROUP, LLC	QUALIFIED MANAGEMENT AGREEMENT	
	RENEWAL OF POLICY NUMBER: ANV145383A EXCESS DIRECTORS AND OFFICERS AND ORGANIZATION LIABILITY	
BURNS & WILCOX - LOS ANGELES	SAAS SERVICES ORDER FORM - SOFTWARE LICENSING AGREEMENT	
TRULLION, LTD.	SERVICE AGREEMENT	
COERVER ARIZONA	SERVICES AGREEMENT	
CITY OF MESA WATER DEPARTMENT	SERVICES AGREEMENT	
COX COMMUNICATIONS, INC.	SERVICES AGREEMENT	
SALT RIVER PROJECT AGRICULTURAL	SERVICES AGREEMENT	
SOUTHWEST GAS CORPORATION	SERVICES AGREEMENT	
THE ARIZONA FORUM	SERVICES AGREEMENT	
T-MOBILE COMMUNICATIONS	SERVICES AGREEMENT	
WASTE MANAGEMENT	SERVICES AGREEMENT	
TIXR, INC.	TICKETING PROCESSOR	
ARIZONA OFFICE OF TOURISM	VISIT ARIZONA INITIATIVE (VAI) OUTDOOR TOURISM REVITALIZATION GRANT AGREEMENT	
TOURISM AND SPORTS AUTHORITY	NO. GR-APRA-09162-22-03-026	
FIELDTURF USA, INC.	YOUTH AND AMATEUR SPORTS FY2022 BIENNIAL GRANT FUNDING AGREEMENT	
Jamie Perkins	FUA	SIGNED Jaimie Perkins FUA Dec 2023.docx
Derek Havens	FUA	SIGNED Basketball - Derek Havens - FUA.docx_DH
CP3 Basketball Camps	FUA	SIGNED Basketball - FUA CP3 Dec 2023.docx
EVAC Basketball	FUA	SIGNED EVAC Sports 2023-2024.docx
US Basketball University	FUA	SIGNED US BASKETBALL UNIVERSITY FUA.docx_DH
Hoopers Only Basketball	FUA	SIGNED Basketball_HoopersOnly_FUA.docx
Made Hoops	FUA	SIGNED Basketball FUA- Made Hoops 2023-2026 Revised.docx
EV High Basketball	FUA	SIGNED East Valley Athletes for Christ_DH
Western District Homeschool	FUA	SIGNED Western District Homeschool Basketball Tournament Jan 19-20 2024.docx
AZ Elite Spring Classic NCAA	FUA	SIGNED AZ Elite Basketball Spring Classic May 2024-2026.docx
NXT Pro (May & July)	FUA	SIGNED Basketball - NXTPro 2024 FUA (2).docx
Dtermind Basketball	FUA	SIGNED Basketball - Dtermind Athletics 2024 FUA.docx

SCHEDULE 4.9(a) MATERIAL CONTRACTS

Contract Counterparty	Contract Description	Contract Title (If Available)
FAAD	FUA	SIGNED FAAD 2024- FUA.docx
Made Hoops	FUA	SIGNED Updated MADE Hoops April 2024 Revised.docx
AZ Elite Basketball NCAA	FUA	SIGNED AZ Elite Basketball NCAA April 2024-2026.docx
Unity Basketball	FUA	SIGNED Unity Basketball 2023, 2024, 2025.docx_DH
Breakthrough Basketball	FUA	SIGNED Basketball - Breakthrough Basketball 2024 FUA.docx
Tribe Athletics	FUA	SIGNED Tribe Athletics Revised_DH
VOS Cheer	FUA	SIGNED VOS Cheer Dec 2022- 2023.docx_CFG
Maximum Cheer and Dance	FUA	SIGNED Maximum Cheer & Dance March 1-2 2024.docx
Varsity Cheer	FUA	SIGNED Varsity Cheer Jan 2023-2024.docx
World Cheer Co	FUA	SIGNED World Cheer Co April 2024 (updated).docx[89]_CFG
World Class Cheer	FUA	SIGNED World Class Cheer Nov 2023 - 2024 FUA
KAR Dance	FUA	SIGNED KAR FUA 2023-2024.xlsx
Baseball Factory	FUA	SIGNED Baseball Factory FUA Dec 2023.docx_CFG
Game Day USA	FUA	SIGNED GameDay USA Baseball Dec 23-Jan 24.docx
Diamond Kings	FUA	SIGNED Diamond Kings Baseball Nov Dec.docx
Surf City Arizona	FUA	SIGNED Surf City Arizona 2023-2025.docx
Game Day LLC	FUA	SIGNED Game Day USA LLC BASEBALL March 2024 and 2025.docx
Polodian Fall and Spring Practices	FUA	SIGNED ELITE FUA Poldoian Baseball Fall and Spring Baseball 2023-2024.docx_CFG
Tanner Kabat Fall and Spring Baseball	FUA	SIGNED Tanner Kabat Fall and Spring Baseball 2023-2024.docx
West Coast Premier	FUA	SIGNED West Coast Premier March 2023-2025.docx
Prep Baseball Report	FUA	SIGNED ELITE FUA Prep Baseball Report Summer 2024-2026.docx
Paul Magorie Power 5	FUA	SIGNED Paul Magloire Power Five 5 Baseball 2023-2024_CFG
Biscuits- Abel	FUA	SIGNED ELITE FUA Nate Abel Fall and Spring Baseball 2023-2024.docx[46]_CFG
Biscuits- Sears	FUA	SIGNED Chris Sears Baseball Aug-Dec 2023.docx_CFG
AZ Labor Day Showdown	FUA	SIGNED AZ Labor Day Showdown 2023-2025.docx
Rebels Baseball	FUA	SIGNED ELITE FUA Rebels Sports Fall and Spring Baseball 2023-2024.docx_CFGH
USSSA/GSL	FUA	SIGNED USSSA Adult Softball 5yr LSP FUA.xlsx
AZ Spurs	FUA	SIGNED AZ Spurs Baseball Jan Feb 23.docx_CFG
Last Blast Fastpitch	FUA	SIGNED AZ Last Blast Fastpitch 2023 - 2025.docx
PGF National Qualifier 12U	FUA	SIGNED PGF National Qualifier 12U 2023-2025.docx
PGF National Qualifier 16U Cactus Spikes	FUA	SIGNED PGF NATIONAL QUALIFIER 16U_Cactus Spikes 18_14 2023-2025.docx
PGF National Qualifier 18U _14U Cactus Spikes	FUA	SIGNED PGF NATIONAL QUALIFIER 18U_14U-Cactus Spikes 16_12 2023-2025.docx
AZ Cricket	FUA	SIGNED AZ Cricket Association 2022-2027.docx
Flag Football World Championships	FUA	SIGNED World Flag Football Championships_EC
Torgerson Kicking Punting Camp	FUA	SIGNED Torgersonkickingandpunting_12_27_.docx
Red Zone Elite	FUA	SIGNED RED ZONE ELITE 5yr LSP FUA.docx
Gametime	FUA	SIGNED Gametime Football January Event v2 2023-2025.docx
CAA Football	FUA	SIGNED CAA Football 2022-2027.docx
Brusa	FUA	SIGNED Brusa Futsal 2023_EC.docx
United Futsal	FUA	SIGNED Updated United Futsal Winter 2023_.docx
Adrenaline LAX	FUA	SIGNED Adrenaline LAX Jan 2024.docx
Robin Hood Lacrosse	FUA	SIGNED Robin Hood Skirmish Lacrosse 2024-2026.docx
Junior Premier League	FUA	SIGNED Junior Premier League Soccer Dec 2023-2025.docx
Soccer Youth All American Camp	FUA	SIGNED Soccer Youth All American FUA_EC - DRAFT.docx
Hamilton HS Soccer Tournaments	FUA	SIGNED Hamilton HS FUA_EC.docx
ASA - ODP	FUA	SIGNED ASA ODP West Region Championships 2023-2026.docx
SC Del Sol	FUA	SIGNED SC Del Sol Desert Classic FUA 5-yr.docx
SC Del Sol PDT	FUA	SIGNED SC Del Sol PDT 2022-2026.pdf
SC Del Sol Thanksgiving	FUA	SIGNED SC Del Sol Thanksgiving FUA 2022-2026.docx
Capelli Sports	FUA	SIGNED Capelli Sports 2023-2027.docx
Coronado Athletic Club	FUA	SIGNED Coronado Soccer Spring Fling FUA 2023-2025.docx
Phoenix Premier	FUA	SIGNED Phoenix Premier FUA v3 2023-2025.docx
Arizona Soccer Club	FUA	SIGNED Arizona Soccer Club Copper State Cup 2023-2025.docx
Vail Soccer Club	FUA	SIGNED Vail Soccer Club (Saguero Classic) 2022-2024.docx
AYSO Tournaments	FUA	SIGNED AYSO United FUA 2022-2024.xlsx
Terry Brown	FUA	SIGNED Terry Brown-Soccer.docx
ASSA Copper Cup	FUA	SIGNED ASSA Copper Cup FUA v2 2022-2026.xlsx
ASA Arizona Soccer Association	FUA	SIGNED ASA March & Sept 2023-25.docx
AYSO Practices	FUA	AYSO United Practices 2023-May 2025.docx
LR Productions	FUA	SIGNED LR Productions Gymnastics 2024
AZ Dynamics Rally in the Valley	FUA	SIGNED AZ Dynamics Rally in the Valley 2024-2026.docx
SC United Gymnastics	FUA	SIGNED Updated-SC United Gymnastics .docx
AZ Dynamics Xcel Regional Championships	FUA	SIGNED AZ Dynamics Xcel Regional Champships 2024 .docx

SCHEDULE 4.9(a) MATERIAL CONTRACTS

Contract Counterparty	Contract Description	Contract Title (If Available)
Piestewa Games	FUA	SIGNED Piestewa Games 2024-2028.docx
Phoenix Rising	FUA	SIGNED Phoenix Rising YSC Tournaments LSP FUA.xlsx
Park University	FUA	SIGNED Fall 2022 Legacy Use Agreement 12.10.2021 FUA_Park University FINAL
ACL- American Cornhole League	FUA	SIGNED ACL 2022 5 yr Agreement LSP FUA.xlsx
American Grappling Federation	FUA	SIGNED American Grappling Federation FUA.docx
GD- Jiu Jitsu	FUA	SIGNED GD-JIU-JITSU 5YR LSP FUA
Special Olympics	FUA	SIGNED Speical Olympics- Four Peaks FUA.xlsx
Arizona Roller Derby	FUA	SIGNED Arizona Roller Derby 2023.docx
Freedom Prep	FUA	SIGNED Freedom Prep July 2023-May 2024.docx
RMN Wrestling	FUA	SIGNED ELITE FUA- RMN 2024-2027.docx
Volleyball 4 Life	FUA	SIGNED Volley For Life-BVCA November 2024
Volleyball 4 Life	FUA	SIGNED Volley4Life Beach 2022-2025.docx
The Region Volleyball	FUA	SIGNED Girls Indoor AZ Region USAV FUA
P1440 Futures Tour Stop	FUA	SIGNED P1440 Futures Tour Stop#3 Beach VB -Updated 2024.docx
Festival Fiesta	FUA	SIGNED Festival Fiesta VB Feb 2023-2031
Ascension Volleyball	FUA	SIGNED Ascension Volleyball FUA 23.docx
SSA	FUA	SIGNED SSA_FUA 10 yr
ARIZONA MILK PRODUCERS	SPONSORSHIP AGREEMENT	AZ Milk Producers (12-12-21) FINAL_Sponsorship Agreement_Bell Bank Park
AZ MAUI WOWI, LLC	SPONSORSHIP AGREEMENT	Contract Maui Wowi Bell Bank Sponsorship 2023
AZ MAUI WOWI, LLC	SPONSORSHIP AGREEMENT	BBP_Maui Wowi_FE Agreement (2-4-22)
BARCEL USA, LLC	SPONSORSHIP AGREEMENT	BARCEL USA LLC (12-9-21)[19]Sponsorship Agreement_Bell Bank Park_
BLUE SKY PEST CONTROL	SPONSORSHIP AGREEMENT	BLUE SKY PEST CONTROL SIGNED AGREEMENT
CRAZY PINEAPPLE	SPONSORSHIP AGREEMENT	Crazy Pineapple Vender Program 20232024
ED KEY, INC.	SPONSORSHIP AGREEMENT	Ed Key Legacy Sports USA Sponsorship 4.22.22
F3	SPONSORSHIP AGREEMENT	F3 AGREEMENT SIGNED SEPT202023
KONA ICE OF EAST VALLEY, LLC	SPONSORSHIP AGREEMENT	KONA ICE 2023 AGREEMENT EXECUTED
KONA ICE OF EAST VALLEY, LLC	SPONSORSHIP AGREEMENT	Kona Ice of East Valley Sponsorship Agreement_Bell Bank Park_(12-13-21) FINAL
LERNER & ROWE, P.C.	SPONSORSHIP AGREEMENT	LERNER AND ROWE LEGACY SPORTS USA CONTRACT 4.21.22
PACIFIC OFFICE AUTOMATION	SPONSORSHIP AGREEMENT	PacificOfficeAutomation Term Sheet 12.11.21rev2[80]
PARK UNIVERSITY	SPONSORSHIP AGREEMENT	Park U Sponsorship Agreement_Bell Bank Park_Park University 5.16.2022- executed
PHOENIX CHILDREN'S HOSPITAL	SPONSORSHIP AGREEMENT	PCH_Legacy Sports USA, LLC 1-1-22 Sponsorship
STATE 48 ROOFING	SPONSORSHIP AGREEMENT	State 48 Roofing- BellBank Park
SWIRE PACIFIC HOLDINGS INC.	SPONSORSHIP AGREEMENT	SWIRE FINAL AGREEMENT 2022
VALLEY TOYOTA DEALERS ASSOCIATION, INC.	SPONSORSHIP AGREEMENT	VALLEYTOYOTA2023CONTRACTEXECUTED
CAI ARIZONA	SPECIAL EVENTS	Signed Tradeshow Legacy Park 8.10.23
PARK UNIVERSITY GILBERT CAMPUS	SPECIAL EVENTS	Event License Agreement Park University 2024 Graduation
QUEEN CREEK SCHOOLS EDUCATION FOUNDATION	SPECIAL EVENTS	Core ConstructionEvent License_Agreement.final_Signed
BNI CHAPTER	SPECIAL EVENTS	BNI.FUA10.23-12.23
PS I LOVE AZ LLC	SPECIAL EVENTS	Farmers Market Event License Agreement

SCHEDULE 4.10 INSURANCE

	Line	Coverage	Limit	Ded or Retention	Policy #	Carrier	Date
Legacy Cares Inc Elite Sports Group LLC							
	Package	Athletic Equipment	\$3,000,000	10K	S2501690-00	Selective	2/2/23 - 2/2/24
		Leased & Rented	\$5,500,000	5K			
		Equipment	\$540,000	5K			
		Auto incl Auto leased by Legacy Sports	\$1,000,000	1K			
	Package	Blanket Building	\$100,580,000	25k	59UUNAY4Z4U	Hartford	7/25/23 - 7/25/24
		Blanket BPP	\$5,585,000	25k			
		Business Income	\$3,000,000				
		Artificial Turf	\$1,000,000	25k			
	General Liability	Park General Liability	1M/2M	5k	18LB5050	HDI Global	12/17/22-12/17/23
	Lead Excess	Excess	5M	N/A	18ABEX2629	HDI Global	12/17/22-12/17/23
	Layer Excess	Excess	5M	N/A	966BE06664	Burlington Ins	12/17/22-12/17/23
Elite Sports Group LLC	Workers Comp	Workers Comp & EL	1M/1M/1M	N/A	1027230	Copperpoint	05/01/23 - 05/01/24
	D&O	D&O / EPL	1M/2M	5k	BMP1016595	Berkley Regional	06/13/23 - 06/13/24

Associated Claims History Follows.

- 4.10a - CNA Building Loss Run
- 4.10b - Hartford Building Loss Run
- 4.10c - Selective Package Loss Run
- 4.10d - State Auto Loss Run 2021-22

SCHEDULE 4.11 TAXES

- 1 SALES TAXES FOR PRIOR MONTH, DUE ON LAST DAY OF CURRENT MONTH HAVE NOT YET BEEN REMITTED. TO BE PAID BY SELLER FOR PRE-CLOSING PERIODS.
- 2 OUTSTANDING 2021 PROPERTY TAXES RELATED TO GROUND LEASE IN THE AMOUNT OF \$274,675.26. TO BE PAID TO PACIFIC PROVING OUT OF ESCROW.
- 3 SPECULATIVE BUILDER'S TAX MAY BE LEVIED BY CITY OF MESA UPON SALE OF ASSETS. TO BE PAID BY SELLER WHEN AMOUNT FINALLY DETERMINED.
- 4 2022 FORM 1099'S WERE NOT ISSUED.
- 5 2022 CORPORATE TAX RETURN HAS NOT YET BEEN FILED.
- 6 2023 (FIRST HALF) PROPERTY TAXES RELATED TO GROUND LEASE IN THE AMOUNT OF \$803,527.87. TO BE PAID TO PACIFIC PROVING OUT OF ESCROW.

SCHEDULE 4.12 LABOR AND EMPLOYMENT MATTERS

None.

SCHEDULE 4.13 LITIGATION, ORDERS

Case Title	Case No	Status	Court
<i>FieldTurf USA, Inc. v. Legacy Sports USA, LLC, et al.</i>	No. 01-22-0003-8857	Pending	American Arbitration Association
<i>Icing Investment Holdings, LLC v Legacy Cares, Inc.</i>	CV2021-003291	Judgment confirming Arbitration Award granted March 2023.	Maricopa County Superior Court
<i>Wholesale Floors, LLC v. Legacy Cares, Inc. et al.</i>	CV2022-013494	Pending, mechanic's lien foreclosure	Maricopa County Superior Court
<i>E&K of Phoenix, Inc. v. Legacy Cares, Inc., et al.</i>	CV2022-015003	Pending, consolidated in CV2022-013494.	Maricopa County Superior Court
<i>Johnson Statewide Caulking, LP v. Legacy Cares, Inc., et al.</i>	CV2022-015957	Pending, consolidated in CV2022-013494.	Maricopa County Superior Court
<i>RKS Plumbing v. Legacy Cares, Inc, et al.</i>	CV2022-016395	Pending, consolidated in CV2022-013494.	Maricopa County Superior Court
<i>Spectrum Mechanical & Service Contractors, LLC v. US Development and Construction, et al.</i>	CV2023-001116	Pending, consolidated in CV2022-013494.	Maricopa County Superior Court
<i>Insight Investments, LLC v Legacy Sports USA, LLC and Legacy Cares, Inc.</i>	CV2023-004687	Case filed March 27, 2023.	Maricopa County Superior Court
<i>ICON Architectural Group, LLC v. Legacy Cares, Inc., et al.</i>	CV2023-006341	Case filed April 25, 2023.	Maricopa County Superior Court
<i>Legacy Cares, Inc., Debtor</i>	Case No. 2:23-bk-02832-DPC	Case filed May 1, 2023	United States Bankruptcy Court District of Arizona

SCHEDULE 4.14(c) COMPLIANCE WITH LAW; PERMITS

1 CITY OF MESA BUSINESS LICENSE NO. LIC23-05036

2

LIQUOR LICENSE HELD BY LIFESTYLES SPORTS, LLC. THIRD-PARTY AGREEMENT BETWEEN
LICENSE HOLDER AND ELITE SPORTS GROUP, LLC FOR USE OF LIQUOR LICENSE.

3 TRANSACTION PRIVILEGE AND USE LICENSE NO. 21501561.

4 CITY OF MESA TEMPORARY CERTIFICATE OF OCCUPANCY.

5 FOOD AND BEVERAGE PERMITS:

o MOBILE FOOD TYPE 2 PERMITS– FOOD TRAILERS SERVING FOOD ONLY

§ Beer and Bones

§ The Big Cheese

§ Bettys Burgers

§ Black Mountain Coffee

§ Burrito Bandito

§ Sprinkles

§ Bettys Burgers 2

o BRICK AND MORTAR LOCATIONS– FOOD AND BEVERAGE LICENSE

§ The GOAT

§ Modelo

§ Chop Chop

§ Clubhouse Subs

§ Huss Burger and Brew

§ The Commissary

§ Muracos Pizza

§ Pickle Ball

SCHEDULE 4.15(a) COMPLIANCE WITH ENVIRONMENTAL LAWS

None.

SCHEDULE 4.15(b) ENVIRONMENTAL LIABILITIES

1 MARICOPA COUNTY AIR QUALITY DEPARTMENT NOTICE AND CORRECTIVE ACTIONS
TAKEN FOR DUST CONTROL ISSUES.

SCHEDULE 4.15(c) HAZARDOUS SUBSTANCES

None.

SCHEDULE 4.16 AFFILIATE TRANSACTIONS

None.

SCHEDULE 4.18 ABSENCE OF CERTAIN DEVELOPMENTS

None.

SCHEDULE 6.3(b)(ii)(D) PERMITTED EMPLOYMENT CONTRACTS

None.

Schedule M

OKLAND CONSTRUCTION COMPANY, INC.
AERO AUTOMATIC SPRINKLER
B&F CONTRACTING, INC.
D H PACE COMPANY INC.
E&K OF PHOENIX INC.
ELITE SPORTS BUILDERS LLC
IMAGE BUILDING SYSTEMS LLC
JOHNSON STATEWIDE CAULKING L.P.
KEARNEY ELECTRIC, INC.
R.H. DUPPER LANDSCAPING, INC.
RKS PLUMBING & MECHANICAL, INC.
SPECTRUM MECHANICAL & SERVICE CONTRACTORS LLC
SPRAYFOAM SOUTHWEST, INC.
SUN VALLEY MASONRY, INC.
WALTERS & WOLF CONSTRUCTION SPECIALITIES
WHOLESALE FLOORS
JFK ELECTRICAL CONTRACTING ENTERPRISES
RKS PLUMBING & MECHANICAL, INC.
SPECTRUM MECHANICAL & SERVICE CONTRACTORS LLC
HAYDON COMPANIES LLC
KEARNEY ELECTRIC, INC.
SITWORKS LANDSCAPE DEVELOPMENT LLC

EXHIBIT B

ASSET PURCHASE AGREEMENT
BY AND BETWEEN
LEGACY CARES, INC., AS SELLER
AND
ELITE SPORTS GROUP, LLC, AS MANAGER
AND
AZ ATHLETIC ASSOCIATES LLC, AS BUYER
November 21, 2023

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION	2
1.1 Definitions.....	2
1.2 Rules of Construction.....	13
ARTICLE II PURCHASE AND SALE; ASSUMPTION OF CERTAIN LIABILITIES	13
2.1 Purchase and Sale of Assets.....	13
2.2 Excluded Assets.....	15
2.3 Assignment and Assumption of Liabilities.....	16
2.4 No Other Liabilities Assumed.....	17
2.5 Deemed Consents and Cures.....	18
2.6 Assumption and Assignment of Assumed Executory Contracts.....	19
2.7 Additional and Eliminated Assumed Executory Contracts.....	19
2.8 Termination of QMA; Transition Assistance.....	19
ARTICLE III PURCHASE PRICE; CLOSING	20
3.1 Purchase Price.....	20
3.2 [Reserved].....	20
3.3 Closing.....	20
3.4 Closing Payments; Allocation of Purchase Price.....	20
3.5 Deliveries by Seller and Manager.....	21
3.6 Deliveries by Buyer.....	23
3.7 Form of Instruments.....	23
3.8 Further Assurances.....	23
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER AND MANAGER	23
4.1 Organization, Standing.....	~~24~~ <u>23</u>
4.2 Authority; Binding Agreement.....	24
4.3 No Conflicts or Violations.....	24
4.4 Subsidiaries.....	24
4.5 Financial Statements and Related Matters.....	~~25~~ <u>24</u>
4.6 Purchased Assets; Assets Necessary to Business.....	25
4.7 Improvements.....	25
4.8 Intellectual Property.....	~~26~~ <u>25</u>
4.9 Contracts.....	26
4.10 Insurance.....	27
4.11 Taxes.....	27
4.12 Labor and Employment Matters.....	28
4.13 Litigation, Orders.....	28
4.14 Compliance with Law; Permits.....	~~29~~ <u>28</u>
4.15 Environmental Matters.....	29
4.16 Affiliated Transactions.....	~~30~~ <u>29</u>

4.17	Brokers.....	30
4.18	Absence of Certain Developments.....	30
4.19	Books and Records.....	30
ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER		30
5.1	Organization.....	30
5.2	Authority.....	30
5.3	Consents.....	~~31~~ 30
ARTICLE VI PRE-CLOSING COVENANTS		31
6.1	Consents and Approvals.....	31
6.2	Access to Information and Facilities.....	31
6.3	Conduct of the Business Pending the Closing.....	31
6.4	Notification of Certain Matters.....	~~33~~ 32
6.5	Bankruptcy Actions.....	33
6.6	Taxes.....	~~35~~ 34
6.7	Permits.....	35
6.8	<u>Interim Funding</u>	<u>35</u>
~~6.8~~ 6.9	Additional Agreements.....	35
ARTICLE VII CONDITIONS TO CLOSING		35
7.1	Conditions to Parties' Obligations.....	35
7.2	Conditions to Buyer's Obligations.....	36
7.3	Conditions to Seller's and Manager's Obligations.....	37
ARTICLE VIII TERMINATION		37
8.1	Termination.....	37
8.2	Procedure Upon Termination.....	38
8.3	Effect of Termination.....	38
ARTICLE IX POST CLOSING COVENANTS		38
9.1	[Reserved].....	38
9.2	Joint Post-Closing Covenant of Buyer, Seller, and Manager.....	38
9.3	Accounts Receivable; Collections.....	39
9.4	Access to Information.....	39
9.5	Confidentiality.....	39
9.6	Tax Matters.....	40
9.7	Prorations.....	41
9.8	Personal Information Conveyed as Part of Sale.....	41
ARTICLE X MISCELLANEOUS		41
10.1	Non-Survival of Representations and Warranties.....	41
10.2	"As-Is" Sale.....	41
10.3	Expenses; Indemnification.....	42
10.4	Amendment.....	43
10.5	Notices.....	43

10.6	Waivers.....	44
10.7	Counterparts and Execution.....	44
10.8	Headings.....	44
10.9	Submission To Jurisdiction.....	44
10.10	Governing Law.....	44
10.11	Binding Nature; Assignment.....	45
10.12	No Third Party Beneficiaries.....	45
10.13	Construction.....	45
10.14	Public Announcements.....	45
10.15	Schedules.....	45
10.16	Entire Understanding.....	46
10.17	Severability.....	46
10.18	Time of Essence; Specified Dates.....	46
10.19	Closing Actions.....	46
10.20	Conflict Among Acquisition Documentation.....	46
10.21	Specific Performance.....	46
10.22	Release.....	47
10.23	Title.....	47

Exhibits

Exhibit A – [Reserved]

Exhibit B – Form of Bill of Sale

Exhibit C – Form of Assignment and Assumption

Exhibit D – Form of Intellectual Property Assignments

Schedules

Schedule 2.1(b) – Accounts Receivable, etc.

Schedule 2.1(c) – Unearned Restricted Cash

Schedule 2.1(e) - Purchased Tangible Personal Property

Schedule 2.1(g) – Assumed Equipment Leases

Schedule 2.1(h) – Assumed Contracts

Schedule 2.2(a)(iii) – Excluded Tangible Personal Property

Schedule 2.2(a)(iv) – Excluded Equipment Leases

Schedule 2.2(a)(xii) – Other Excluded Assets

Schedule 2.3(a)(ii) – Assumed Post-Petition Vendor Payables

Schedule 4.3 – Third Party Consents

Schedule 4.5(a) – Financial Statements

Schedule 4.6 – Title to Purchased Assets

Schedule 4.8(a) – Intellectual Property

Schedule 4.8(b) – Intellectual Property Liens

Schedule 4.9(a) – Material Contracts

Schedule 4.10 – Insurance

Schedule 4.11– Taxes

Schedule 4.12 – Labor and Employment Matters

Schedule 4.13 – Litigation, Orders

Schedule 4.14(c) – Compliance with Law; Permits

Schedules 4.15(a) – Compliance with Environmental Laws

Schedule 4.15(b) – Environmental Liabilities

Schedule 4.15(c) – Hazardous Substances
Schedule 4.16 – Affiliate Transactions
Schedule 4.18 – Absence of Certain Developments
Schedule 6.3(b)(ii)(D) – Permitted Employment Contracts
~~Schedule A – Administrative Claims~~
Schedule M – Mechanics Lienholders

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of November 21, 2023, by and between LEGACY CARES, INC., an Arizona nonprofit corporation (“**Legacy**” or “**Seller**”), Elite Sports Group, LLC, a Delaware limited liability company (“**Manager**”), and AZ ATHLETIC ASSOCIATES LLC, a Delaware limited liability company (“**Buyer**”). Seller, Manager, and Buyer are referred to collectively herein as the “**Parties**.” Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in Section 1.1.

RECITALS

WHEREAS, Legacy owns the improvements of Legacy Park (f/k/a Bell Bank Park), a 320-acre sports and entertainment complex located in Mesa, Arizona (the “Park”), and is the lessee under the Ground Lease upon which the Park improvements are constructed;

WHEREAS, Manager operates the Park under the terms of the QMA;

WHEREAS, on May 1, 2023 (the “**Petition Date**”), Legacy filed a voluntary petition for relief with the United States Bankruptcy Court for the District of Arizona (the “**Bankruptcy Court**”) under chapter 11 of title 11 of the United States Code (as amended, the “**Bankruptcy Code**”), and this case is being administered under Case No. 2:23-bk-02832-DPC (the “**Bankruptcy Case**”);

WHEREAS, Buyer, Seller, and Manager are contemplating, among other things, that Buyer (or another entity designated by Buyer on or before the Closing) will purchase Seller’s and Manager’s right, title and interest in and to the Purchased Assets and assume the Assumed Obligations from Seller and Manager as of the Closing, in each case on the terms and subject to the conditions set forth in this Agreement and subject to obtaining the Sale Order, each in form and substance acceptable to Buyer (the “**Acquisition**”);

WHEREAS, Legacy has requested Manager to provide certain services on a transition basis to Buyer and Legacy, as required by the QMA;

WHEREAS, the Parties desire to consummate the Acquisition as promptly as practicable following the satisfaction of the conditions precedent set out herein, including the issuance by the Bankruptcy Court of the Sale Order;

WHEREAS, Buyer (or another entity designated by Buyer on or before the Closing) desires to acquire the Purchased Assets and assume the Assumed Obligations from Seller and Manager as of the Closing, in each case, on the terms and subject to the conditions set forth herein, the Sale Order, each in form and substance acceptable to Buyer; and

WHEREAS, the transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated pursuant to the Sale Order;

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows:

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions.

Unless otherwise defined herein, capitalized terms used herein shall have the meanings set forth below:

“**Accounts Receivable**” means all accounts and notes receivable (whether current or non-current) in respect of goods shipped, products sold or services rendered prior to the Closing Date, including any vendor allowances owed to Sellers.

“**Acquired Permits**” shall mean all Permits (a) that are required or necessary in connection with the operation of the Park Facility, and (b) that are either (i) assignable to Buyer without the consent of the Governmental Authority or another Person, or (a) not assignable to Buyer without the consent of the Governmental Authority or another Person, but for which such consent to assign has been received.

“**Acquisition Documentation**” means this Agreement and all Orders and all other documents to be entered into or delivered by any party in connection with the transactions contemplated by this Agreement.

“**Affiliate**” of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether by contract, through the ownership of voting securities or otherwise.

“**Agreement**” means this Asset Purchase Agreement, including all the Exhibits and the Schedules, as the same may be amended from time to time in accordance with its terms.

“**Allocation**” has the meaning set forth in Section 9.6(b).

“**Assignment and Assumption**” has the meaning set forth in Section 3.5(g).

“**Assumed Contracts**” has the meaning set forth in Section 2.1(h).

“**Assumed Equipment Leases**” has the meaning set forth in Section 2.1(g).

“**Assumed Executory Contracts**” means the Assumed Contracts and the Assumed Equipment Leases.

“**Assumed Obligations**” has the meaning set forth in Section 2.3(a).

“**Assumed Post-Petition Vendor Payables**” has the meaning set forth in Section 2.3(a)(ii).

“**Bankruptcy Case**” has the meaning set forth in the Recitals.

“**Bankruptcy Code**” has the meaning set forth in the Recitals.

“**Bankruptcy Court**” has the meaning set forth in the Recitals.

“Bond Trustee” shall mean UMB Bank, N.A., solely in its capacity as the indenture trustee under that certain Indenture of Trust Agreement dated August 1, 2020.

“Books and Records” means all records and lists of Seller and Manager relating, in the case of Manager, to Manager’s operation of the Park pursuant to the QMA, including, (i) all inventory and merchandise records, analysis reports, marketing reports, research and development materials and creative material, xxv) all records relating to Customers, suppliers or personnel of Seller and Manager (including Customer lists, mailing lists, email address lists, recipient lists, sales records, correspondence with Customers, Customer files and account histories, supply lists and records of purchases from and correspondence with suppliers), xxvi) all records relating to all product, business and marketing plans of Seller and Manager, and xxvii) all financial and accounting records, and (v) all books, ledgers, files, reports, plans, drawings and operating records of every kind.

~~“Bondholders” has the meaning set forth in the DIP Facility.~~

“Business Day” means any day other than a Saturday, a Sunday or a day on which banks located in New York, New York shall be authorized or required by Law to close.

“Buyer” has the meaning set forth in the preamble hereto.

“Cash” shall mean all cash and cash equivalents (including bonds, certificates of deposit, U.S. Treasury bills and similar investments that are marketable securities and short-term investments) of Sellers, including Earned Restricted Cash.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), and any Laws promulgated thereunder.

“Claim” has the meaning set forth in Section 101(5) of the Bankruptcy Code and, for the avoidance of doubt, shall include Administrative Claims.

“Closing” has the meaning set forth in Section 3.1.

“Closing Date” has the meaning set forth in Section 3.3.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Commitment” has the meaning in Section 10.23.

“Consideration Shares” shall mean, preferred equity interests in Holdco issued on the Closing Date ~~and constituting 11% of the aggregate outstanding on the terms and conditions for the preferred equity interests of Holdco issued by Holdco to the Bondholders pro rata in accordance with its respective holding of the DIP Facility and the Indebtedness (as defined in the DIP Facility) under the Prepetition Credit Agreements.~~ interest set forth in the limited liability company agreement circulated by Paul Hastings LLP to Spencer Fane on November 20, 2023 at 6:44 p.m. PT, subject to updated to the common equity required to be funded at Closing.

“Contingent Obligation” shall mean, as to any Person, any obligation, agreement, understanding or arrangement of such Person guaranteeing or intended to guarantee any Indebtedness, leases, dividends or other obligations (“primary obligations”) of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, including any obligation, agreement, understanding or

arrangement of such Person, whether or not contingent, (a) to purchase any such primary obligation or any property constituting direct or indirect security therefor; (b) to advance or supply funds (i) for the purchase or payment of any such primary obligation or xxviii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth, net equity, liquidity, level of income, cash flow or solvency of the primary obligor; xxix) to purchase or lease property, securities or services primarily for the purpose of assuring the primary obligor of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation; xxx) with respect to bankers' acceptances, letters of credit and similar credit arrangements, until a reimbursement or equivalent obligation arises (which reimbursement obligation shall constitute a primary obligation); or xxxi) otherwise to assure or hold harmless the primary obligor of any such primary obligation against loss (in whole or in part) in respect thereof; *provided, however*, the term "Contingent Obligation" shall not include endorsements of instruments for deposit or collection in the ordinary course of business or any product warranties given in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation, or portion thereof, in respect of which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable, whether singly or jointly, pursuant to the terms of the instrument, agreements or other documents or, if applicable, unwritten agreement, evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated Liability in respect thereof (assuming such Person is required to perform thereunder).

"Contract" means any agreement, license, contract, lease, commitment, or other binding arrangement or understanding, whether written or oral, and with respect to any contract or lease to which Legacy is a party, such contract or lease which Legacy is permitted to assume and assign pursuant to Bankruptcy Code § 365.

"Cure" means a Claim for all unpaid monetary obligations, or such lesser amount as may be agreed upon by the parties, under an Executory Contract or Unexpired Lease assumed by Legacy and assigned to Buyer pursuant to Bankruptcy Code § 365.

"Customers" means, with regard to Seller and Manager and solely related to the operations of the Park, any person or entity that purchased goods or services.

"Designation Deadline" has the meaning set forth in Section 2.7.

"DIP Facility" means that certain Priming Superpriority Debtor-In-Possession Credit Agreement dated ~~as of on or about~~ May [5], 2022 by and between Legacy and ~~UMB Bank, N.A., in its capacity as~~ the Bond Trustee (~~as therein defined~~), as amended from time to time and as in effect on the date of this Agreement.

"Earned Restricted Cash" means any amount of Restricted Cash that is earned prior to the Closing Date, but excluding any Restricted Cash to the extent that it is prepaid on account of services to be performed following the Closing.

"Environmental Laws" means, whenever in effect, all federal, state, and local statutes, Laws, ordinances, directives and other provisions having the force or effect of Law, all judicial and administrative Orders and determinations, all contractual obligations and all common Law, in each case concerning public health and safety, pollution or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, processing, discharge, Release, threatened Release, control, or cleanup of any Hazardous Substances or wastes (including CERCLA and analogous state Laws).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and all Laws issued thereunder.

“Escrow Account” has the meaning set forth in Section 3.4(a)(i).

“Escrow Agreement” has the meaning set forth in Section 3.4(a)(i).

“Excluded Assets” has the meaning set forth in Section 2.2(a).

“Excluded Contracts” has the meaning set forth in Section 2.2(a)(v).

“Excluded Environmental Liabilities” means any Liability (including any investigatory, corrective or remedial obligation) arising from Environmental Laws and related to (a) Legacy or any predecessor or Affiliate of Legacy, b) Manager or any predecessor or Affiliate of Manager, c) the operation of the Park prior to the Closing, d) any Excluded Asset, e) any property, facility, or location other than the Park or the Facilities, or f) any operations, events, conditions, or circumstances occurring or existing on or prior to the Closing Date, including any Release, threatened Release, treatment, storage, disposal, or arrangement for disposal of or any exposure of any Person to Hazardous Substances occurring or existing on or prior to the Closing Date.

“Excluded Liabilities” has the meaning set forth in Section 2.4(a).

“Exclusivity Period” the period from October 25, 2023 until ~~November 30,~~December 8, 2023, or such later date as may be agreed by Buyer, Legacy, the Creditors’ Committee, and ~~UMB Bank, N.A., in its capacity as~~Bond Trustee and is approved by the Bankruptcy Court. If at any time Buyer advises Legacy that Buyer is no longer pursuing the sale of Legacy’s assets, the Exclusivity Period will terminate.

“Executive Officer” of a Person means its chairman, chief executive officer, manager, chief financial officer, president, any vice president, secretary, controller, treasurer or general counsel.

“Facilities” means, collectively, the Park.

“Final Deadline” means ~~November 30~~December 8, 2023.

“Financial Statements” has the meaning set forth in Section 4.5(a).

“GAAP” means, at a given time, United States generally accepted accounting principles, consistently applied.

“Governmental Authority” means any federal, state, local, municipal, foreign, supranational or other governmental or quasi-governmental authority of any nature (including any governmental agency, branch, bureau, commission, department, official or entity and any court or other tribunal), or any administrative, executive, judicial, legislative, police, regulatory or taxing authority, or arbitral body.

“Ground Lease” means that certain “Ground Lease” dated May 20, 2020, as amended by that certain “First Amendment to Ground Lease” dated June 9, 2020, that certain “Amendment No. 1 to Ground Lease” dated July 27, 2020, a “Third Amendment to Ground Lease” dated December 14, 2022, and a “Fourth Amendment to Ground Lease and Forbearance Agreement” dated February 1, 2023 all between Legacy and Landlord.

“Hazardous Substances” means any pollutants, contaminants or chemicals, and any industrial, toxic or otherwise hazardous materials, substances or wastes and any other substance with respect to which Liability or standards of conduct may be imposed under any Environmental Laws, including petroleum and petroleum related substances, products, by products and wastes, asbestos, urea, formaldehyde and lead based paint.

“Holdco” means ~~a holding company to be formed after the date hereof~~ [AZ Athletic Holdings LLC](#) which will directly hold 100% of the equity interests in Buyer [at Closing](#).

“HSR Act” means the Hart Scott Rodino Antitrust Improvements Act of 1976, as amended, and the rules and Laws thereunder.

“Improvements” means all buildings, structures, improvements and fixtures which are owned by Sellers and are located on any real property leased by the Sellers.

“Indebtedness” of any Person means, without duplication, (a) all obligations of such Person for borrowed money or advances; g) all obligations or liabilities of such Person evidenced by bonds, debentures, notes, loan agreements or similar instruments; h) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person (even though the rights and remedies of the seller or lenders under such agreement in the event of default are limited to repossession or sale of such property); i) all obligations of such Person issued or assumed as part of the deferred purchase price of property or services (excluding trade accounts payable and accrued obligations incurred in the ordinary course of business on normal trade terms and not overdue by more than 90 days); j) all indebtedness secured by any Lien on property owned or acquired by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not the obligations secured thereby have been assumed, but limited to the lower of k) the fair market value of such property and l) the amount of the Indebtedness secured; m) all capital lease obligations of such Person; n) any commitment by which such Person assures a creditor against loss (including all obligations of such Person for the reimbursement of any obligor in respect of letters of credit, letters of guaranty, bankers’ acceptances and similar credit transactions) or other indebtedness guaranteed in any manner by such Person; o) all uncashed checks issued by such Person that are outstanding as of the Closing Date; and p) all Contingent Obligations of such Person in respect of Indebtedness or obligations of others of the kinds referred to in clauses (a) through (j) above. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person’s ownership interest in or other relationship with such entity, except (other than in the case of general partner Liability) to the extent that terms of such Indebtedness expressly provide that such Person is not liable therefor.

“Insider” means any Executive Officer, director, governing body member, partner or Affiliate, as applicable, of Seller and Manager, Affiliate of Seller and Manager or any individual related to any such individual or any entity in which any such Person owns any beneficial interest.

“Insight Conditions” means (a) the purchase by Buyer from Insight Investments, LLC, a Delaware limited liability company (**“Insight”**) and the sale from Insight to Buyer of, and the transfer from Insight to Buyer of, good and marketable title (free and clear of any and all Liens) to, all equipment described in, or an amendment to the terms of, that certain Master Lease Agreement No. 9586 dated September 13, 2021 by and between Legacy and Insight, as amended from time to time, and (b) the release by Insight of any administrative rent claim it may have in the Bankruptcy Case, on documentation in form and substance acceptable to Buyer and Seller and otherwise on terms and subject to the conditions satisfactory to Buyer in its sole discretion.

“Intellectual Property” means all of the following in any jurisdiction throughout the world: (a) patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations in part, revisions, divisionals, extensions and reexaminations thereof, q) trademarks, service marks, designs, trade dress, logos, slogans, trade names, internet domain names, URLs, corporate names, all applications, registrations and renewals in connection therewith, together with all goodwill associated with any of the foregoing, r) copyrights and copyrightable works, and all applications, registrations and renewals in connection therewith, s) trade secrets and confidential business information (including chemical formulations, ideas, research and development, know how, inventions, technology, formulas, compositions, manufacturing and production processes and techniques, technical data, customer and supplier lists, designs, drawings, plans and specifications, each deemed to be confidential and maintained in confidence), t) computer software (including source code, executable code, data, databases and related documentation), websites and telephone numbers, and u) copies and tangible embodiments of any of the foregoing in whatever form or medium.

“Intellectual Property Assignments” has the meaning set forth in Section 3.5(h) hereof.

“Inventory” means all inventory of goods, merchandise, supplies and other inventory owned by Seller and Manager as of the Closing Date and held for resale in the Ordinary Course of Business. The term “Inventory” shall also include all inventory in transit to Seller and Manager or their Customers in the Ordinary Course of Business that has not been delivered as of the Closing Date.

“Key Stakeholders” mean, collectively, each of Seller’s key stakeholders including, Landlord, Manager, any of the Mechanics Lienholders, ~~any of the Bondholders (including any agent or trustee therefor)~~ the Bond Trustee, Insight Investments, LLC, Macrolease Corporation/Eastern Funding LLC, National Sports Opportunity Partners LLC, Full Swing Golf, Inc., Leftfield Development, LLC, and Shamrock.

“Knowledge of Seller” or **“Seller’s Knowledge”** means the actual, not constructive or imputed knowledge, of Keith Bierman, chief restructuring officer of Legacy, without any obligation on his part or Seller’s part to make any independent investigation of the matters being represented and warranted, or to make an inquiry of any other person or to search, examine any files, records, books, correspondence and the like. Furthermore, it is understood and agreed that Mr. Bierman shall have no personal liability in any manner whatsoever hereunder or otherwise related to the transactions contemplated hereby.

“Landlord” means Pacific Proving, LLC, a Delaware limited liability company.

“Law” means any law, statute, regulation, code, decree, constitution, ordinance, treaty, rule of common law, or Order of, administered or enforced by or on behalf of, any Governmental Authority.

“Latest Balance Sheet” has the meaning set forth in Section 4.5(a).

“Liability” means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due and regardless of when asserted).

“Lien” or **“Liens”** means any lien (statutory or otherwise), Claim, Indebtedness, hypothecation, encumbrance, obligation, security interest, interest, mortgage, pledge, restriction, charge, instrument, preference, priority, security agreement, easement, covenant, encroachment, option, lease, license, right of recovery, right of setoff, right of pre-emption, right of first refusal or other Third Party

right, Tax lien, or Order of any Governmental Authority of any kind or nature (including (a) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, v) any assignment or deposit arrangement in the nature of a security device, and w) any Claim based on any theory that Buyer is a successor or continuation of Seller or Manager), whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown.

“Liquor License” means that certain license issued by the Arizona Department of Liquor Licenses and Control No. 006070015184 held by Lifestyle Sports, LLC and subject to an agreement with Manager to sell alcoholic beverages at the Park.

“M&O Agreements” means the Management and Operation Agreements entered into between Sports and certain youth sports clubs prior to the Petition Date pursuant to which Sports acts as manager of the clubs’ operations for the term of the respective agreement between each club and Sports as currently being fulfilled by Manager.

“Macrolease Conditions” means the purchase by Buyer from Macrolease Corporation/Eastern Funding LLC, a Rhode Island Corporation (**“Macrolease”**) and the sale from Macrolease to Buyer of, and the transfer from Macrolease to Buyer of, good and marketable title (free and clear of any and all Liens) to, all assets described in, or an amendment to the terms of, that certain Master Equipment Finance Agreement #5030563 dated December 8, 2021 between Legacy Sports USA, LLC and Macrolease, as amended from time to time, on documentation in form and substance acceptable to Buyer and otherwise on terms and subject to the conditions set forth therein, in each case, satisfactory to Buyer in its sole discretion.

“Material Adverse Effect” means any event, change, condition or matter that (individually or in the aggregate) results in or could reasonably be expected to be materially adverse to or materially impair the revenue or anticipated revenue of the Park or the value of the Purchased Assets or result in a material adverse effect on or change in the operation, results of operations or condition (financial or otherwise) of the Purchased Assets or the Park, taken as a whole, or which materially impairs the ability of Sellers to perform their respective obligations under this Agreement or has a material adverse effect on or prevents or materially delays the consummation of the transactions contemplated hereby.

“Material Contract” has the meaning set forth in Section 4.9(iii).

“Mechanics Lienholders” means any Person that holds a mechanics lien under applicable law (either directly or through a general contractor) against the Seller or any of its property or assets, including the Persons listed on Schedule M.

“Monetary Liens” has the meaning set forth in Section 10.23.

“Mortgages” has the meaning set forth in Section 10.23.

“MOU” means a memorandum of understanding among certain of the Mechanics Lienholders, the Landlord, the ~~trustee for the Bondholders~~ Bond Trustee, Buyer (or its designee) and certain other Persons, which is in form and substance reasonably satisfactory to Buyer.

“Non-Objectionable Encumbrances” has the meaning set forth in Section 10.23.

“Non-Owned Property” means all Tangible Personal Property utilized in the Ordinary Course of Business of the Park that is not owned or leased by Seller or Manager.

“Notice” means any written summons, citation, directive, letter or other communication from the United States Environmental Protection Agency or any Governmental Authority, or any other entity or any individual and shall include the imposition of any Lien on property owned, leased, occupied or used by Seller or Manager pursuant to any Environmental Law.

“Order” means any award, decision, decree, order, injunction, ruling, judgment, or consent of or entered, issued, made or rendered by any Governmental Authority.

“Ordinary Course of Business” means the ordinary course of business of Legacy and/or Manager (as the context requires), consistent in all material respects (including with respect to quantity and frequency) with past custom and practice of Legacy and Manager as of Petition Date. Without limiting the effect of the foregoing, the term “Ordinary Course of Business” as used herein shall be no broader than the term “ordinary course of business” as used in Section 363 of the Bankruptcy Code.

“Other Bid” means any offer or proposal, credit or other bid in connection with, or any indication of interest in, any of the following (other than pursuant to the terms of this Agreement): (i) any direct or indirect acquisition or purchase of any portion of the capital stock, membership interests or other equity or ownership interest of Seller, any Purchased Assets or other material assets of Seller; (ii) any merger, consolidation or other business combination relating to Seller or the Purchased Assets; or (iii) any recapitalization, reorganization or any other extraordinary business transaction involving or otherwise relating to Seller or the Purchased Assets, in each case, other than the transactions contemplated in this Agreement.

“Other Conditions” means the purchase by Buyer from any Person (other than Insight and Macrolease), including National Sports Opportunity Partners LLC (“**NSOP**”), Full Swing Golf, Inc. (“**Full Swing**”), Leftfield Development, LLC (“**Leftfield**”), Shamrock Foods Company (“**Shamrock**”) of, and the transfer from NSOP, Full Swing, Leftfield, Shamrock or such other Person, as applicable, to Buyer of, good and marketable title (free and clear of any and all Liens) to, all equipment or other assets described in, or an amendment to the terms of, any purchase agreement, lease agreement or other similar arrangement between Legacy and NSOP, Full Swing, Leftfield, Shamrock or such other Person, as applicable, in each case, as amended from time to time, and in each case, on documentation in form and substance acceptable to Buyer and otherwise on terms and subject to the conditions set forth therein, in each case, satisfactory to Buyer in its sole discretion.

“Owned Improvements” means all buildings, structures, fixtures and other improvements located on the leasehold under the Ground Lease (including all electrical, mechanical, plumbing and other building systems; fire protection, security and surveillance systems; telecommunications, computer, wiring and cable installations; utility installations; water distribution systems; and landscaping) and all easements, rights of way, servitudes, tenements, hereditaments, appurtenances, privileges and other rights and interests appurtenant thereto, owned by Legacy.

“Pacific Proving Condition” means (a) delivery by Landlord to Buyer of a duly executed amendment and restatement of the Ground Lease, which shall be in form and substance acceptable to Buyer, (b) delivery by Landlord to Buyer of an estoppel certificate executed by the Landlord in form and substance satisfactory to Landlord and Buyer, (c) delivery by Landlord to Buyer of an assignment of the Ground Lease in form and substance satisfactory to Landlord and Buyer, and (d)

evidence that Pacific Proving, LLC has paid into the Escrow Account immediately available funds in an amount equal to \$6,042,000.

“Parties” has the meaning set forth in the preamble hereto.

“Pension Plans” means any “pension plan” (as defined in ERISA § 3(2)), without regard to whether such plan is subject to ERISA.

“Permits” means licenses, permits, approvals, certificates of occupancy, authorizations, operating permits, registrations, plans and the like, in each case that are required or necessary in connection with the operation of the Park.

“Permitted Purchased Asset Liens” means (a) Liens granted by Buyer in connection with any financing of Buyer related to the purchase of the Purchased Assets pursuant to this Agreement, x) Liens that arise under zoning, land use and other similar laws, none of which would detract in any material respect from the value of or interfere in any material respect with the ownership or operation by Buyer of any underlying Purchased Asset following the Closing, and y) immaterial Liens securing obligations of Buyer arising from and after the Closing Date and granted or otherwise created by the language of any Assumed Executory Contract.

“Permitted Released Lien” means any and all Liens that will be released from the Purchased Assets at or prior to Closing by virtue of the entry of the Sale Order.

“Person” means any corporation, partnership (including any limited partnership and any limited liability partnership), joint venture, limited liability company, organization, trust, entity, authority or natural person.

“Personal Information” means: (i) any data and information that, whether alone or in combination with any other data or information, identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked with a natural Person, system or device (e.g., name, street address, telephone number, e-mail address, Social Security numbers, driver’s license number, passport number, credit card number, user or account number, IP addresses, credentials, device IDs, geographic location, platform, biometric information or transaction history, etc.); or (ii) data or information considered “personal information,” “personally identifiable information,” “individually identifiable health information,” “protected health information,” “user data,” “customer data,” “sensitive data,” “individual data,” “personal financial information” or “personal data” (or similar term or terminology) under Privacy Laws.

“Petition Date” has the meaning set forth in the Recitals.

“Plan Administrator” means a plan administrator or liquidating trustee appointed under any plan or reorganization confirmed in the Bankruptcy Case.

“Pre-Closing Escrow Amount” means the funds in an aggregate amount equal to \$500,000 to be deposited into the Escrow Account pursuant to Section 3.4(b)(i)(Bc).

“Prepetition Credit Agreements” has the meaning set forth in the DIP Facility.

“Privacy Laws” means all applicable Laws issued by any Governmental Authority and binding industry guidance, in each case as amended, consolidated, re-enacted or replaced from time to time, relating to the privacy, security, or Processing of Personal Information, data breach notification, website and mobile application privacy policies and practices, Social Security number protection,

Processing and security of payment card information, and email, text message, or telephone communications, including, as applicable, the Federal Trade Commission Act; the Telephone Consumer Protection Act; the Telemarketing and Consumer Fraud and Abuse Prevention Act; the Controlling the Assault of Non-Solicited Pornography and Marketing Act; the Children's Online Privacy Protection Act; the California Consumer Privacy Act ("CCPA"); the Computer Fraud and Abuse Act; the Payment Card Industry Data Security Standards; and all other similar federal, state, and local laws and guidance.

"Privacy Policies" means each external or internal, past or present, training, manual, policy, notice, and/or statement or documents relating to Personal Information, including privacy policies and terms of use.

"Proceeding" means any charge, complaint, dispute, demand, grievance, action, litigation, audit, investigation, review, inquiry, arbitration, suit in equity or at Law, administrative, regulatory or quasi-judicial proceeding, account, or cause of action of whatever kind or character.

"Process" or "Processing" means any operation or set of operations which is performed on Personal Information, such as the use, collection, processing, storage, recording, organization, adaption, alteration, transfer, retrieval, consultation, disclosure, dissemination or combination of such Personal Information.

"Purchased Assets" has the meaning set forth in Section 2.1.

"Purchase Price" has the meaning set forth in Section 3.1.

"QMA" means the Qualified Management Agreement dated as of April 14, 2023 between Legacy and Manager relating to management of the Park.

"Real Property Laws" has the meaning set forth in Section 4.14(b).

"Release" has the meaning set forth in CERCLA.

"Representative" means, with respect to any Person, any director, officer, partner, member, stockholder, Affiliate, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

"Restricted Cash" means (a) Seller's and Manager's interest (if any) in any Cash, or rights to Cash, held by a Third Party as a security deposit or other form of collateral or security in respect of a payment or performance obligation of Seller or Manager to which it does not have unrestricted access, and z) Cash in a deposit, securities or other account of Seller and/or Manager to the extent that checks, drafts or other instruments have been issued by Seller or Manager against that account but have not been debited against that account.

"Sale Order" means the order, entered by the Bankruptcy Court in the Bankruptcy Case, authorizing the sale of the Purchased Assets to, and the assumption of the Assumed Liabilities by, the Buyer as an order approving such transaction under Bankruptcy Code §§ 363 and 365.

"Schedules" means the schedules attached hereto.

"Seller" has the meaning set forth in the preamble hereto.

"Seller's Intellectual Property" has the meaning set forth in Section 4.8(b).

“Seller’s Response Notice” has the meaning set forth in Section 10.23.

“Sports” means Legacy Sports USA, LLC.

“Survey” has the meaning set forth in Section 10.23.

“Tangible Personal Property” means, with respect to any Person, all tangible personal property, including all machinery, equipment (including all transportation and office equipment), vehicles, front-end systems, tools, computers, point-of-sale systems, rolling stock, replacement parts, shopping carts, signage, mobile phones, personal digital assistants, fixtures, trade fixtures, computer equipment, hardware, peripherals, information technology infrastructure, telephone systems, furniture, office supplies, production supplies, other miscellaneous supplies, and other tangible personal property of any kind or nature owned by such Person, including all such items which are located at or in any building, warehouse, office or other space leased, owned or occupied by such Person or any other space where any of Such Person’s properties or other assets may be situated, including possession of all assets governed by or otherwise subject to any capital lease of such Person.

“Tax” means with respect to any Person (a) all federal, state, local, county, foreign and other taxes, unclaimed property and escheat obligations, assessments or other government charges, including any income, alternative or add on minimum tax, estimated gross income, gross receipts, sales, use, *ad valorem*, value added, transfer, capital stock, franchise, profits, license, registration, recording, documentary, intangibles, conveyancing, gains, withholding, payroll, employment, social security (or similar), unemployment, disability, excise, severance, stamp, occupation, premium, property (real and personal), environmental or windfall profit tax, custom duty or other tax, governmental fee or other like assessment, charge, or tax of any kind whatsoever, together with any interest, penalty, addition to tax or additional amount imposed by any Governmental Authority responsible for the imposition of any such tax (domestic or foreign) whether such Tax is disputed or not, aa) Liability for the payment of any amounts of the type described in clause (a) above relating to any other Person as a result of being party to any agreement to indemnify such other Person, being a successor or transferee of such other Person, or being a member of the same affiliated, consolidated, combined, unitary or other group with such other Person, or bb) Liability for the payment of any amounts of the type described in clause (a) arising as a result of being (or ceasing to be) a member of any affiliated group (or being included (or required to be included) in any Tax Return relating thereto).

“Tax Return” means any report, return, declaration, claim for refund or other information or statement supplied or required to be supplied by any Person relating to Taxes, including any schedules or attachments thereto and any amendments thereof.

“Third Party” means any Person other than Seller, Manager or Buyer or any of their respective Affiliates.

“Title Affidavit” means the title affidavit, duly executed and delivered by Legacy, in form and substance satisfactory to Buyer.

“Title Company” means that certain title insurance company issuing a leasehold owner’s and mortgagee’s title insurance policy insuring the Buyer’s leasehold estate and its lender’s first priority lien on the Ground Lease.

“Title Objections” has the meaning set forth in Section 10.23.

“**Transfer Taxes**” has the meaning set forth in Section 9.6(c).

“**Treasury Regulations**” means the regulations promulgated by the United States Department of the Treasury pursuant to and in respect of provisions of the Code. All references herein to Sections of the Treasury Regulations shall include any corresponding provision or provisions of succeeding, similar, substitute, proposed or final Treasury Regulations.

“**TSA Condition**” means delivery by Seller and Manager to Buyer of a duly executed transition services agreement between Buyer and Seller and Manager relating to assistance in transitioning operation of the Park to Buyer and assistance in transitioning the cash management related to the operation of the Park to Buyer, which transition services agreement shall be in form and substance acceptable to Buyer in its sole discretion.

“**Unearned Restricted Cash**” means the amount of Restricted Cash that is not earned as of the Closing Date.

1.2 Rules of Construction.

All references in this Agreement to Exhibits, Schedules, Annexes, Articles, Sections, subsections and other subdivisions refer to the corresponding Exhibits, Schedules, Annexes, Articles, Sections, subsections and other subdivisions of this Agreement unless expressly provided otherwise. In this Agreement, the words “this Agreement,” “herein,” “hereby,” “hereunder” and “hereof” and words of similar import, refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited; the words “this Section,” “this subsection” and words of similar import refer only to the Sections or subsections hereof in which such words occur; the word “including” (in its various forms) means “including, without limitation”, unless the context otherwise requires; pronouns in masculine, feminine or neutral genders shall be construed to state and include any other gender and, unless the context otherwise requires, the word “or” is disjunctive but not necessarily exclusive; and words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Any reference to “\$” or “dollars” means the currency of the United States of America. References to any agreement or contract are to such agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any statute and related regulation shall include any amendments of the same and any successor statutes and regulations.

ARTICLE II PURCHASE AND SALE; ASSUMPTION OF CERTAIN LIABILITIES

2.1 Purchase and Sale of Assets.

Subject to the terms and conditions set forth in this Agreement, at the Closing, Seller and Manager shall sell, contribute, convey, assign, transfer and deliver to Buyer, free and clear of any and all Liens (other than Permitted Purchased Asset Liens), whether arising prior to or subsequent to the Petition Date, and Buyer shall purchase, acquire and take assignment and delivery of, for the consideration specified in Section 3.1 all rights, titles and interests of every kind and nature of Seller and Manager (including indirect and other forms of beneficial ownership) in and to all of the properties, assets and rights (contractual or otherwise) of Seller and Manager, whether tangible or intangible, real or personal, and wherever located and by whomever possessed, including all of the following properties, assets and rights of Seller and Manager, but excluding (and excluding only except as qualified by Section 2.1(p)) the Excluded Assets (all of the properties, assets and rights to be sold, contributed, conveyed, assigned,

transferred and delivered pursuant to this Section 2.1 shall be referred to herein as the “**Purchased Assets**”):

- (a) all rights of Legacy arising under the Ground Lease;
- (b) all Accounts Receivable and all deposits with vendors and notes payable by Customers as of the Closing Date, and all other deposits, advances, prepayments, prepaid expenses, rights under warranties and guaranties, rights in respect of promotional allowances, vendor rebates, vendor allowances and to other refunds (all Accounts Receivable and all deposits with vendors and notes payable by Customers as of the Closing Date shall be set forth on Schedule 2.1(b) delivered from the Seller to Buyer pursuant to and in accordance with Section 7.2(g));
- (c) all Unearned Restricted Cash as of the Closing Date (a schedule of all Unearned Restricted Cash and which allocates such Unearned Restricted Cash among the M&O Agreements and the extent to which such Unearned Restricted Cash is held by Manager, Legacy or another Person shall be set forth on Schedule 2.1(c) delivered from Sellers to Buyer pursuant to and in accordance with Section 7.2(g));
- (d) all Inventory of Seller (wherever held);
- (e) all Tangible Personal Property of Seller and Manager related, in the case of Manager, to Manager’s obligations under the QMA, including as set forth on Schedule 2.1(e);
- (f) all Intellectual Property owned by Seller and Manager related, in the case of Manager, to Manager’s obligations under the QMA (including all of the Intellectual Property set forth on Schedule 4.8(a)), together with all income, royalties, damages and payments arising out of or relating to enforcement, licensing, transfer or sale of such Intellectual Property and due or payable to Seller and Manager as of the Closing or thereafter, including damages and payments for past, present or future infringements or misappropriations thereof, or other conflicts therewith, the right to sue and recover for past, present or future infringements or misappropriations thereof, or other conflicts therewith, and any and all corresponding rights that, now or hereafter, may be secured throughout the world, including all copies and tangible embodiments of any such Intellectual Property in Seller’s and Manager’s possession or control;
- (g) the equipment leases of Seller and Manager, as applicable, set forth on Schedule 2.1(g), as such list may be modified pursuant to Section 2.7 (the “**Assumed Equipment Leases**”);
- (h) all rights of Seller and Manager under the Contracts of Seller and Manager, as applicable, set forth on Schedule 2.1(h), as such list may be modified pursuant to Section 2.7 (the “**Assumed Contracts**”), including all security deposits thereunder, and all contractual rights of Seller and Manager to indemnification, exculpation, advancement or reimbursement of expenses thereunder;
- (i) [reserved];
- (j) all credits, refunds and proceeds under insurance policies of the Seller and Manager (other than directors and officers insurance policies), other than (except as set forth in the proviso at the end of this clause (j)) proceeds of insurance that relate to events that occurred prior to the Closing Date; provided, that proceeds any insurance policy with respect to which Buyer is an insured or an additional insured shall be included in the Purchased Assets;

- (k) all goodwill and all other intangible assets and property of Seller;
- (l) to the extent available and valid, all manufacturer's warranties related to any of the other Purchased Assets;
- (m) all point-of-sale item data related to the Park in an electronic format useable by Buyer;
- (n) the Owned Improvements;
- (o) all such other properties, assets and rights (contractual or otherwise) of Sellers as of the Closing Date, whether tangible or intangible, real or personal and wherever located and by whomever possessed which are not otherwise expressly set forth above as Purchased Assets and are not Excluded Assets; and
- (p) Notwithstanding the enumeration of Purchased Assets set forth in Section 2.1(a) to (o), as to Manager, the Purchased Assets shall include only those assets that Manager holds for the benefit of (or on behalf of) Seller, that are related to Manager's duties, obligations, and performance under the QMA, or that are related to the Seller, the Park or the business or operations conducted thereon.

2.2 Excluded Assets.

(a) Notwithstanding anything to the contrary in this Agreement, except as set forth above in Sections 2.1(e), (f) and (p), only the following assets of Seller shall be retained by Seller and Manager and are not being sold or assigned to Buyer hereunder (all of the following are referred to collectively as the "**Excluded Assets**"):

- (i) all Cash, including Earned Restricted Cash related to M&O Agreements and/or Material Contracts, including for events scheduled in the future.
- (ii) all Claims, causes of action and defenses and held by or otherwise belonging to Sellers, in each case to the extent arising prior to the date of this Agreement, including commercial contract Claims and defenses, tort Claims and defenses, causes of action, rights of setoff and recoupment, credits, and defenses under Assumed Executory Contracts, and commercial tort claims and defenses (whether known or unknown, matured or unmatured, accrued or contingent, regardless of whether such rights are currently exercisable);
- (iii) all Non-Owned Property set forth on Schedule 2.2(a)(iii);
- (iv) any equipment leases of Seller and Manager related to equipment at the Park or otherwise set forth on Schedule 2.2(a)(iv), as such list may be modified pursuant to Section 2.7 (the "**Excluded Equipment Leases**");
- (v) all rights of Seller and Manager under all Contracts of Seller and Manager that relate solely to the Park or are not designated by Buyer as Assumed Contracts (the "**Excluded Contracts**");
- (vi) all manufacturer's warranties relating solely to the Excluded Assets;

(vii) all Books and Records and all advertising, marketing and promotional materials and all other printed or written materials, in each case relating solely to the Excluded Assets;

(viii) originals of Seller's and Manager's minute books and organizational documents;

(ix) any asset of Seller or Manager that would constitute a Purchased Asset (if owned by Seller or Manager on the Closing Date) that is conveyed or otherwise disposed of or used during the period from the date hereof to the Closing in the Ordinary Course of Business or as otherwise permitted by the terms of this Agreement;

(x) all insurance policies held by Seller and Manager and all credits, refunds and proceeds under Seller's or Manager's directors and officers insurance policies, and (except as set forth in the proviso at the end of this clause (x)) all proceeds of insurance that relate to events that occurred prior to the Closing Date; provided, that proceeds any insurance policy with respect to which Buyer is an insured or an additional insured shall not be included in the Excluded Assets and shall instead constitute Purchased Assets;

(xi) all Personal Information collected under Legacy Cares' Privacy Policy, including but not limited to PII relating to donations and youth mentorship programs;

(xii) all bank accounts, safety deposit boxes, depository accounts, securities accounts and lock boxes of Seller and Manager (excluding, for the avoidance of doubt, any Cash held therein);

(xiii) all other assets listed on Schedule 2.2(a)(xii);

(xiv) the utility deposit held by Salt River Project; and

(xv) Accounts Receivable earned as of November 30, 2023 and collected on or prior to December 15, 2023, to the extent that Buyer agrees to include such Accounts Receivable as Excluded Assets following Buyer's receipt of Seller's proposed Schedule 2.1(b) and Schedule 2.3(a)(ii) pursuant to and in accordance with Section 7.2(g), it being agreed that thereafter Buyer and Seller may agree in writing on or prior to the Closing Date to remove Accounts Receivable that are collected prior to December 15, 2023 from the definition of "Excluded Assets".

(b) Notwithstanding anything in this Agreement to the contrary, Buyer may in its sole and absolute discretion, at any time on or prior to the Designation Deadline, elect not to acquire any of the assets, properties, and rights of Seller and Manager, and any asset so designated by Buyer shall be an Excluded Asset for all purposes hereunder; provided that such designation shall not result in any reduction to the Purchase Price.

2.3 Assignment and Assumption of Liabilities.

(a) Subject to the terms and conditions set forth in this Agreement, including Section 2.4, Buyer shall assume from Seller and Manager and thereafter Buyer shall be responsible for the payment, performance or discharge of only the following liabilities and obligations of Seller and Manager (all such liabilities and obligations assumed pursuant to this Section 2.3(a) shall be referred to herein as the "**Assumed Obligations**");

(i) all obligations under the Assumed Executory Contracts, including Ground Lease, arising and accruing after the Closing Date and relating to the performance required under the Assumed Executory Contracts after the Closing Date, including costs incurred in connection with a dispute of the amount of any Cures or the assignability of such Assumed Executory Contracts;

(ii) all accounts payable arising in the Ordinary Course of Business in respect of goods and services provided to Seller and Manager after the Petition Date and on or prior to the Closing Date, solely to the extent that such accounts payable are expressly set forth on Schedule 2.3(a)(ii) (the “**Assumed Post-Petition Vendor Payables**”) (accounts payable as of the Closing Date shall be set forth on Schedule 2.3(a)(ii) delivered from the Seller and Manager to Buyer pursuant to and in accordance with Section 7.2(g)); and

(iii) real property taxes with respect to the Purchased Assets for the Tax period beginning on July 1, 2023, and ending on December 31, 2023, that will become due and payable after the Closing Date.

(b) Section 2.3(a) shall not limit any Claims or defenses Buyer may have against any party other than Seller and Manager. The transactions contemplated by this Agreement shall in no way expand the rights or remedies of any Third Party against Buyer, Seller or Manager as compared to the rights and remedies which such Third Party would have had against Sellers absent the Bankruptcy Case had Buyer not assumed such Assumed Obligations.

2.4 No Other Liabilities Assumed.

(a) Notwithstanding anything to the contrary in this Agreement or any other Acquisition Documentation, Buyer shall not assume and shall not be liable or responsible in any way for any Liability, successor Liability, or obligation of Seller or Manager (including Liabilities relating to the pre-petition or post-petition operation of the Park, the Excluded Assets or to the Purchased Assets (and the use thereof)), whether relating to or arising out of the operation of the Park, the Excluded Assets or the Purchased Assets or otherwise, whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due, including any Indebtedness, or other obligation of Seller or Manager other than the Assumed Obligations (any such obligations, the “**Excluded Liabilities**”); *provided, however*, that in furtherance and not in limitation of the foregoing, Buyer is expressly not assuming any of the following Liabilities, whether accrued or fixed, absolute or contingent, known or unknown, determined or determinable, and whenever or wherever arising:

(i) all Liabilities of Seller, Manager or Sports that relate to any of the Excluded Assets;

(ii) except as expressly provided in this Agreement, all Liabilities of Seller, Manager or Sports relating to Taxes incurred prior to Closing (including with respect to the Purchased Assets or otherwise), including Taxes that may arise as a result of (A) any claim, audit, investigation, assessment, adjustment for any amount of Tax proposed, asserted, or assessed by any taxing authority, court, or other Governmental Authority against Sellers or (a) the sale of the Purchased Assets or the assumption of the Assumed Obligations pursuant to this Agreement and any deferred Taxes of any nature;

(iii) all Liabilities in respect of Indebtedness of Seller, Manager or Sports;

(iv) all Environmental Liabilities;

(v) [Reserved];

(vi) all Liabilities of Seller, Manager or Sports resulting from, caused by or arising out of, or which relate to, directly or indirectly, the conduct of Seller, Manager or Sports (or any of their current or former officers, directors, employees or agents) anywhere or ownership or lease of any properties or assets or any properties or assets previously used by Seller, Manager or Sports at any time, or other actions, omissions or events occurring prior to the Closing and which (A) constitute, may constitute, or are alleged to constitute a tort, breach of contract or violation of any Law or (b) relate to any and all Proceedings against Seller, Manager or Sports whether past, present, future, known or unknown, liquidated or unliquidated, accrued or contingent, pending or threatened;

(vii) all Liabilities arising out of or relating to any infringement or misappropriation of, or other conflict with, the Intellectual Property of any Third Party arising out of or related to the operation of the Park or any act or omission of Seller, Manager or Sports or any predecessor(s) or Affiliate(s) of Seller, Manager or Sports prior to the Closing;

(viii) except for the Assumed Obligations, all Liabilities arising out of, or relating to, any indemnification obligations of Seller, Manager or Sports, including indemnification obligations pursuant to supply agreements, service agreements, purchase agreements, leases and any other type of Contract, and Liabilities to indemnify or advance amounts to any officer, director, employee or agent of Sellers or Sports;

(ix) all Liabilities (whether known or unknown) with respect to the employees or former employees, or both (or their representatives) of Seller, Manager or Sports arising prior to the Closing Date, including payroll, wages, salaries, bonuses, commissions, benefits, retention or stay bonus arrangements, other compensation, sick leave, worker's compensation, unemployment benefits, pension benefits, employee equity option or profit sharing plans, health care plans or benefits, or any other employee plans or benefits or other compensation of any kind to any employee, and obligations of any kind, including Liabilities arising under any employment, severance, retention or termination agreement with any employee, consultant or contractor (or their representatives) of Seller, Manager or Sports;

(x) all Liabilities arising out of or relating to services, products or goods or product or service warranties of Sellers or Sports or any predecessor(s) or Affiliate(s) of Seller, Manager or Sports to the extent provided, developed, designed, manufactured, marketed, sold or distributed prior to the Closing;

(xi) all Liabilities for any legal, accounting, investment banking, financial advisory, consulting, reorganization, restructuring (including bankruptcy administrative expenses), brokerage or similar fees or expenses incurred by Seller, Manager or Sports in connection with, resulting from or attributable to the transactions contemplated by this Agreement, the Bankruptcy Case or otherwise;

(xii) all Liabilities of Seller, Manager or Sports to Buyer, its Affiliates, and its and its Affiliates' agents, advisors and representatives, whether under the Acquisition Documentation or otherwise;

(xiii) any credits or refunds due to Seller's, Manager's or Sports' Customers relating to the operation of the Park prior to the Closing Date; and

(xiv) any cash overdrafts.

(b) The Parties acknowledge and agree that disclosure of any Liability on any Schedule to this Agreement or otherwise shall not create an Assumed Obligation or other Liability of Buyer, except where such disclosed obligation has been expressly assumed by Buyer as an Assumed Obligation.

2.5 Deemed Consents and Cures.

For all purposes of this Agreement (including all representations and warranties of Seller contained herein), Seller shall be deemed to have obtained all required consents in respect of the assignment of any Assumed Executory Contract, including the Assignments of the Ground Lease and to have cured all defaults thereunder if, and to the extent that, pursuant to the Sale Order or other Order of the Bankruptcy Court, Seller, as applicable, are authorized to assume and assign to Buyer and Buyer is authorized to accept such Assumed Executory Contracts pursuant to Bankruptcy Code § 365; *provided, however*, nothing in this Section 2.5 shall relieve Buyer of its obligations to satisfy Cures associated with such Assumed Executory Contracts in accordance with Section 2.6. If any consent required to effectuate the assignment of any Assumed Executory Contract to Buyer cannot be obtained pursuant to the Sale Order or other Bankruptcy Court Order, then (x) the Parties shall endeavor to obtain such consent pursuant to Section 6.1, and (y) to the extent the consent referenced in the immediately preceding clause (x) is not obtained, Buyer in its sole discretion shall have the right to remove it from the Assumed Executory Contracts.

2.6 Assumption and Assignment of Assumed Executory Contracts.

(a) The Assumed Executory Contracts shall be assumed by Seller, as applicable, and assigned to Buyer at the Closing pursuant to Bankruptcy Code § 365. Buyer shall be required to satisfy such Cures, or such Cures shall otherwise be satisfied pursuant to the Sale Order or other Order of the Bankruptcy Court. For the avoidance of doubt, and notwithstanding anything to the contrary herein, the obligation to satisfy such Cures shall not be "Assumed Obligations" for purposes of this Agreement.

(b) If, following the Closing, Seller or Manager receives or becomes aware that any one of them holds any asset, property, or right that constitutes a Purchased Asset, then such Seller or Manager shall transfer such asset, property, right to Purchase as promptly as practicable for no additional consideration.

2.7 Additional and Eliminated Assumed Executory Contracts.

Notwithstanding anything in this Agreement to the contrary, Buyer may, in its sole and absolute discretion, designate any Contracts or equipment leases of Seller or Manager that shall be added or eliminated as Assumed Contracts or Assumed Equipment Leases up to three (3) Business Day prior to the Closing (the "**Designation Deadline**"), whereupon such Contract or equipment lease automatically shall be an Assumed Contract or Assumed Equipment Lease, as applicable (if added), or an Excluded Contract or an Excluded Equipment Lease (if eliminated) for all purposes of this Agreement. If Buyer indicates in writing to Seller or Manager after the Closing Date that it wishes to acquire a Contract or equipment lease of Seller or Manager that was not an Assumed Executory Contract on the Designation Deadline and that Sellers have not previously assigned, transferred or sold, then (a) Seller will, within

three (3) days of receiving such written indication from Buyer, (i) apply to the Bankruptcy Court to establish the Cure with respect to such Contract or equipment lease (the amount of each such Cure to be paid by Buyer) and (ii) use its commercially reasonable efforts to assign such Contract or equipment lease to Buyer; and (b) Buyer shall provide adequate assurance of the future performance of such Contract or equipment lease.

If as of the later of the Closing Date and the date of delivery of the Designation Deadline, any Assumed Contract is the subject of an objection as to the amount of the Cure required for the Seller to assume and assign such Contract to the Buyer, or other objection as to the assumption and assignability of such Contract, the Buyer shall have until the Determination Date to decide whether to remove such Contract as an Assumed Contract; provided that no such removal shall reduce the amount of the Cash Purchase Price. For purposes of this Section 2.7, “**Determination Date**” shall mean the date that is the earlier of (i) the date on which the Buyer decides (in its sole discretion) to remove such Contract from as an Assumed Contract, (ii) the date on which such dispute has been resolved to the satisfaction of the Buyer in its sole discretion, (iii) thirty (30) days following the Closing, (iv) the date on which such Contract is deemed rejected by operation of Section 365(d)(4) of the Bankruptcy Code, and (v) a date established by Order of the Bankruptcy Court.

2.8 Termination of QMA; Transition Assistance.

The Parties acknowledge that upon Closing, the QMA will be terminated in accordance with Section 17.1 of the QMA. Manager acknowledges that under Article 18 of the QMA, Manager is obligated to provide Legacy and Buyer assistance in transitioning operation of the Park to Buyer. The Parties acknowledge that Buyer is a third-party beneficiary of Article 18 of the QMA and, as such, is entitled to enforce the provisions thereof as to Manager.

ARTICLE III PURCHASE PRICE; CLOSING

3.1 Purchase Price.

The aggregate purchase price for the Purchased Assets (the “**Purchase Price**”) is an amount equal to (i) \$~~19,525,023~~ 19,725,023 (the “**Cash Component**”) *plus* (ii) the Consideration Shares. The Cash Component shall be paid in immediately available funds at Closing.

3.2 [Reserved].

3.3 Closing.

Upon the terms and subject to the satisfaction of the conditions contained in this Agreement, the closing of the transactions contemplated by this Agreement (the “**Closing**”) will take place at the office of Warner Angle Hallam Jackson & Formanek PLC located at 2555 E. Camelback Road, Suite 800, Phoenix, Arizona 85016 (or such other location as shall be mutually agreed upon by Sellers and Buyer) at 10:00 a.m. local time as soon as practicable after the date on which the conditions set forth in Article VII have been satisfied or waived (other than those that by their nature are to be satisfied at the Closing but subject to satisfaction or waiver of such conditions at the Closing) but no later than two (2) Business Days thereafter; or on such other date or place as Buyer and Sellers may determine (the “**Closing Date**”).

3.4 Closing Payments; Allocation of Purchase Price.

(a) On the Closing Date:

(i) Buyer shall (A) deposit by wire transfer of immediately available funds the difference between the Cash Component and the Pre-Closing Escrow Amount into an escrow account (the “**Escrow Account**”) maintained by U.S. Bank, as escrow agent, pursuant to an escrow agreement in form acceptable to Legacy and the Buyer (the “**Escrow Agreement**”), and (B) transfer the Consideration Shares to the ~~Bondholders~~ Bond Trustee or its assign;

(ii) Buyer shall pay the Cures associated with the Assumed Executory Contracts to the applicable Third Parties as ordered by the Bankruptcy Court ; and

(iii) Buyer shall assume the Assumed Obligations, including the payment of the Assumed Post-Petition Vendor Payables in the Ordinary Course of Business.

(b) The Parties hereby agree that:

(i) the Cash Component of the Purchase Price shall be distributed from the Escrow Account as follows:

(A) \$1,250,000 of the Cash Component shall be paid to Miller Buckfire & Co., LLC on account of any commission or fee regarding the consummation of the transactions contemplated hereby;

(B) \$1,078,203 of the Cash Component shall be used to satisfy Legacy’s real property taxes for 2021 and for the period from January 1, 2023 through June 30, 2023;

(C) \$511,000 of the Cash Component shall be held in the Escrow Account until the amount of the speculative builder tax for the City of Mesa that is due in connection with the consummation of the transactions contemplated by this Agreement is determined, at which point such amount shall be paid out of the Escrow Account to satisfy such tax and the remaining amount shall be paid to the Sellers for distribution on account of administrative claims;

(D) \$1,060,797 of the Cash Component shall be paid to Seller for distribution on account of administrative claims (other than the amounts payable pursuant to Sections 3.4(b)(i)(A), (B) and (C));

(E) ~~\$2,200,000~~ \$2,400,000 of the Cash Component shall be paid to ~~UMB Bank, N.A., in its capacity as Trustee, as a partial payment of the outstanding balance of the DIP Facility~~ Bond Trustee, which the Bond Trustee may apply to indebtedness and obligations in its sole discretion;

(F) \$13,100,000 of the Cash Component shall be paid to mechanic’s lien holders (the “**Mechanic’s Lien Amount**”);

(G) \$325,023 of the Cash Component shall be paid to Shamrock on account of the purchase of the equipment previously provided to Seller by Shamrock; and

(ii) 100% of the Consideration Shares shall be issued by Holdco to ~~each Bondholder pro rata in accordance with its respective holding of the DIP Facility and the Indebtedness (as defined in the DIP Facility) under the Prepetition Credit Agreements~~ the Bond Trustee or its assign at Closing.

(c) The Parties hereby agree that, ~~(1) on or before the third (3rd) Business Day following the date of this Agreement, Buyer shall deposit by wire transfer of immediately available funds \$250,000 into the Escrow Account, pursuant to the Escrow Agreement, and (2) if the Sale Order is entered, the MOU is duly executed and delivered by each party thereto and the condition set forth in Section 7.2(g)(a) has been satisfied, on or before the later to occur of (x) the third (3rd) Business Day following the date when the Sale Order has been entered and (y) the second (2nd) Business Day following the date when the MOU is duly executed and delivered by each party thereto and the condition set forth in Section 7.2(g)(a) has been satisfied (but no later than the Closing Date),~~ Buyer shall deposit by wire transfer of immediately available funds ~~an additional \$250,000~~ 500,000 into the Escrow Account, pursuant to the Escrow Agreement, ~~in each case,~~ for payment of the administrative priority claims and shall be released (a) to Legacy on the earlier to occur of (i) the Closing Date, (ii) if Buyer notifies Seller that it has elected not to proceed with the transactions contemplated hereunder, (iii) if Seller terminates this Agreement due to Buyer's failure to satisfy the condition of either Section 7.3(c) or (d), and (iv) if this Agreement is terminated because Buyer fails to waive the condition of Section 7.1(c) that the Sale Order not be the subject of an appeal and the period for any party in interest to file an appeal has lapsed before closing, or (b) released to Buyer if this Agreement terminated for any other reason; provided that if the condition in Section 7.2(g)(b) is not satisfied, then \$250,000 of the funds in the Escrow Account shall be released to the Buyer.

3.5 Deliveries by Seller and Manager.

At the Closing, Seller and Manager, as applicable, shall deliver or procure delivery to Buyer of:

(a) a certificate signed by Seller, dated as of the Closing Date (in form and substance reasonably satisfactory to Buyer), certifying that the conditions specified in Section 7.1 and Section 7.2 have been satisfied as of the Closing;

(b) copies of any Third Party consents and governmental approvals required by Section 6.1;

(c) originals (or, to the extent originals are not available, copies) of all Assumed Executory Contracts (together with all amendments, supplements and modifications thereto);

(d) physical possession of all of the Purchased Assets capable of passing by delivery with the intent that title in such Purchased Assets shall pass by and upon delivery;

(e) one or more bills of sale, in the form attached hereto as Exhibit B, conveying in the aggregate all of the Tangible Personal Property included in the Purchased Assets, duly executed by Sellers;

(f) one or more assignments and assumptions of the Assumed Obligations, in the form attached hereto as Exhibit C (collectively, the "**Assignment and Assumption**"), duly executed by Sellers;

(g) duly executed Intellectual Property assignments (collectively, the “**Intellectual Property Assignments**”) in the forms attached hereto as Exhibit D, each in recordable form to the extent necessary to assign such rights;

(h) a properly completed and duly executed IRS Form W-9 from Seller and Manager indicating that each such Party is a U.S. person for U.S. federal income tax purposes;

(i) certificates of title and title transfer documents with respect to all titled motor vehicles;

(j) a duly executed assignment and assumption agreement with respect to the Acquired Permits, in form and substance reasonably acceptable to Buyer, whereby Seller and Manager, as applicable, shall assign to Buyer all of their respective rights in and to the Acquired Permits;

(k) such other instruments, in form and substance reasonably satisfactory to Buyer and its counsel, as are necessary to vest in Buyer good and marketable title in and to the Purchased Assets in accordance with the provisions hereof, including such release documents as may be required or reasonably requested by Buyer to release any and all Liens on the Purchased Assets or on the fee interest in the Property;

(l) a copy of the Sale Order, certified by the clerk of the Bankruptcy Court;

(m) [Reserved];

(n) [Reserved];

(o) [Reserved];

(p) a duly executed assignment and assumption agreement with respect to the Specified Assigned Contracts (as defined below), in form and substance acceptable to Buyer, whereby Manager shall assign to Buyer all of its rights in and to the Specified Assigned Contracts;

(q) such other documents or instruments as are required to be delivered by Seller or Manager at the Closing pursuant to the terms hereof or that Buyer reasonably requests at or prior to the Closing Date to effect the transactions contemplated hereby; and

(r) evidence satisfactory to Buyer that any and all contractual rights of Legacy and/or Manager under any and all Contracts that have been assigned to Legacy and/or Manager from Sports prior to the Closing Date (the “**Specified Assigned Contracts**”) have been duly transferred to Legacy and/or Manager from Sports.

3.6 Deliveries by Buyer.

At the Closing, Buyer will deliver to Seller and Manager:

(a) the Assignment and Assumption duly executed by Buyer; and

(b) a certificate signed by Buyer, dated as of the Closing Date (in form and substance reasonably satisfactory to Seller and Manager), certifying that the conditions specified in Section 7.1 and Section 7.3 have been satisfied as of the Closing.

3.7 Form of Instruments.

To the extent that a form of any document to be delivered hereunder is not attached as an Exhibit hereto, such document shall, except as otherwise set forth herein, be in form and substance, and shall be executed and delivered in a manner reasonably satisfactory to Buyer and Sellers.

3.8 Further Assurances.

From time to time after the Closing and without further consideration, (a) Seller or Manager, upon the request of Buyer, shall execute and deliver such documents and instruments of conveyance and transfer as Buyer may reasonably request in order to consummate more effectively the purchase and sale of the Purchased Assets as contemplated hereby and to vest in Buyer title to the Purchased Assets transferred hereunder and to permit Buyer to perfect, record or protect its interests in the Purchased Assets, or to otherwise more fully consummate the transactions contemplated by this Agreement and (b) Buyer, upon the request of Seller or Manager, shall execute and deliver such documents and instruments of contract or lease assumption as Seller or Manager may reasonably request in order to confirm Buyer's assumption of the Assumed Obligations or otherwise to more fully consummate the transactions contemplated by this Agreement. Prior to the Closing, each Seller shall execute such documents and use its commercially reasonable efforts to take or cause to be taken all actions and do or cause to be done all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER AND MANAGER

Seller and Manager hereby represent and warrant to Buyer that the statements contained in this Article IV are true, correct and complete as of the date of this Agreement, except as set forth on the Schedules (provided that each such Schedule shall reference with specificity the section of this Article IV to which such disclosures or exceptions set forth thereon relate).

4.1 Organization, Standing.

Legacy is a nonprofit corporation duly incorporated, validly existing and in good standing under the Laws of the state of Arizona and has all requisite corporate power and authority to own, lease and operate its respective properties and assets and to carry on its business as presently conducted. Manager is a limited liability company, validly existing and in good standing under the Laws of the state of Delaware and has all requisite limited liability company power and authority to own, lease and operate its respective properties and assets and to carry on its business as presently conducted. Both Seller and Manager are qualified to do business in every jurisdiction in which it is required to be qualified, except where the failure to be so qualified has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

4.2 Authority; Binding Agreement.

Subject to entry of the Sale Order in the Bankruptcy Case, both Seller and Manager have full power and authority to execute and deliver the Acquisition Documentation to which it is a party and to consummate the transactions contemplated hereby and thereby. All Acquisition Documentation to which Seller or Manager is a party have been duly executed and delivered by such Person, except such

Acquisition Documentation that is required by the terms hereof to be executed and delivered by such Person after the date hereof, in which case such Acquisition Documentation will be duly executed and delivered by such Person at or prior to the Closing, and, subject to entry of the Sale Order in the Bankruptcy Case, all Acquisition Documentation constitutes, or will constitute, as the case may be, valid and binding agreements of Seller and Manager enforceable against such Seller and Manager in accordance with their terms, except that the enforcement thereof may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar Laws now or hereafter in effect relating to creditor's rights generally; and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

4.3 No Conflicts or Violations.

Subject to entry of the Sale Order, except as set forth on Schedule 4.3, and except any of the following that will not be enforceable due to operation of the Sale Order, the execution, delivery and performance of the Acquisition Documentation and the consummation of the transactions contemplated thereby by each Seller and Manager do not and shall not conflict with, result in any breach, default or violation of, give rise to a right of modification, termination, acceleration or loss of a material benefit under, result in the creation of any Lien on (other than any Permitted Released Lien) or Liability under, require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, any Governmental Authority or Third Party, under (a) any provision of the certificate of formation or operating agreement or other equivalent organizational document of any Seller, (b) any Material Contract to which any Seller is a party to or by which it is bound or (c) any determination or Order of any Governmental Authority or Law applicable to any Seller or its property or assets, except, in each case, where such breach, default, violation, or right of modification, termination, acceleration or loss of a material benefit would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

4.4 Subsidiaries.

Neither Seller nor Manager own any interest in any other Person.

4.5 Financial Statements and Related Matters

(a) Set forth on Schedule 4.5(a) are copies of (i) Legacy's interim, unaudited balance sheets as of September 30, 2023 (the "**Latest Balance Sheet**"), (ii) Manager's interim, unaudited balance sheets as of September 30, 2023, and (iii) in each case, the related statements of income for the twelve month period then ended. Each of the foregoing financial statements (including the notes thereto, if any) (collectively, the "**Financial Statements**") has been prepared based on the Books and Records, presents fairly to the best of the Seller's Knowledge, Seller's and Manager's financial condition and results of operations as of the dates and for the periods referred to therein.

(b) Specifically, Seller shall retain all Earned Restricted Cash from Material Contracts which is earned as of Closing Date, including amounts from the accounts for the M&O Agreements, ticketing accounts, Sponsorship Agreements or FUAs.

4.6 Purchased Assets; Assets Necessary to Business.

(a) Seller and Manager, as applicable has good and marketable title to, or a valid leasehold interest in or all rights to use, all Purchased Assets, including all assets reflected under the heading "assets" on the face of the Latest Balance Sheet, and as such balance sheet will be adjusted through the Closing Date to reflect transactions occurring in the Ordinary Course of Business since the

date of the Latest Balance Sheet as may be effected in accordance with Section 6.3. Except as set forth on Schedule 4.6, there are no leasehold interests, options or rights of first refusal in favor of a Third Party to use or acquire any material portion of the Purchased Assets.

(b) All equipment and other items of tangible personal property and assets included in the Purchased Assets are being purchased on an “as is” basis.

4.7 Improvements.

(a) Seller has as of the date hereof and, as of the Closing, will transfer to Buyer, good and marketable title to the Improvements at the Park, free and clear of any and all Liens, except Permitted Purchased Asset Liens. Other than the right of Buyer pursuant to this Agreement or the Ground Lease, there are no outstanding options, rights of first offer or rights of first refusal to purchase any such Improvements or any portion thereof or interest therein.

(b) Neither Seller nor Manager has received any written notice of any pending or threatened expropriation, condemnation or other Proceedings in the nature of eminent domain in connection with any parcel of the Park.

(c) Those utilities (including water, electricity, gas, sanitary sewerage, storm water drainage facilities, and telephone utilities) sufficient to operate the Park for its respective current uses are available to the Park. Neither Seller nor Manager has received any notice of, and to Seller’s Knowledge there are no, assessments against any portion of the Facilities.

(d) The Park has direct access to a public street adjoining the real property. Neither the Park nor any of the Improvements is dependent for its access, use or operation on any land, building, improvement or other real property interest of any Third Party.

4.8 Intellectual Property

(a) Schedule 4.8(a) sets forth a true, complete and correct list of all of the following that are either owned by Seller or Manager or licensed for use in the Business as presently conducted: (i) patents and patent applications, trademark registrations and applications, copyright registrations and applications, internet domain name registrations, and other applications for registrations of Intellectual Property; and (ii) material unregistered trademarks and copyrights. Except as set forth on Schedule 4.8(a), neither Seller nor Manager licenses any Intellectual Property to a Third Party.

(b) Either Seller or Manager own and possess, free and clear of all Liens (other than Liens set forth on Schedule 4.8(b) or that will be discharged pursuant to the Sale Order), all right, title and interest in and to, or has a right to use pursuant to a written license agreement that is valid and enforceable, all of the Intellectual Property necessary for such Seller’s or Manager’s present corporate operations (together with all other items of Intellectual Property owned by Seller or Manager, collectively, the “**Seller’s Intellectual Property**”). All of the Seller’s and Manager’s Intellectual Property owned by Seller or Manager and set forth or required to be set forth on Schedule 4.8(a) is valid.

(c) No Claims are pending or, to the Knowledge of Seller, are threatened, contesting the validity, use, ownership or enforceability of any of the Seller’s Intellectual Property owned by Seller. To the Knowledge of Seller, neither Seller nor Manager is infringing, misappropriating or otherwise conflicting with any Intellectual Property of any Third Party. To the Knowledge of Seller,

there are no facts which indicate a likelihood of any of the foregoing. Neither Seller nor Manager has received in the two (2) years prior to the date of this Agreement any written notices regarding any of the foregoing (including any demands or offers to license any Intellectual Property from any Third Party in connection with a Claim of infringement, misappropriation or conflict with such Intellectual Property).

4.9 Contracts.

(a) Except as to the QMA, neither Seller nor Manager is party to or bound by, whether written or oral, any:

(i) Contract with any labor union or pension, profit sharing, equity option, employee equity purchase or other plan or arrangement providing for deferred or other compensation to employees or any other employee benefit plan, arrangement or practice;

(ii) Management agreement or Contract for the employment of any officer, individual employee or other Person on a full time, part time, consulting or other basis (other than an employment contract for Rodney Reese);

(iii) Contract with any Government Authority, except as set forth on Schedule 4.9(a);

(iv) Contract or group of related Contracts with the same party or group of Affiliated parties (A) under which any Seller is a lessee of or holds or operates any personal property owned by any other Person, except for any lease of personal property under which the aggregate annual rental payments do not exceed \$15,000 in any twelve (12) month period or (c) under which either Seller or Manager is a lessor of or that permits any Person to hold, operate or occupy any property, real or personal, that is owned, leased or controlled by such Seller, except as set forth on Schedule 4.924.;

(v) Contract or group of related Contracts with the same party or group of Affiliated parties continuing over a period of more than six (6) months from the date or dates thereof, not terminable by any Seller upon thirty (30) days or less notice without penalty or involving more than \$15,000, except as set forth on Schedule 4.9(a);

(vi) license, royalty or other Contracts with respect to any Intellectual Property, including any such Contracts under which either Seller or Manager is a licensor or licensee but excluding licenses for commercially available off-the-shelf software with a replacement cost and annual license or subscription fee of less than a total cost of \$15,000 in the aggregate, except as set forth on Schedule 4.9(a);

(vii) agent, sales representative, sales or distribution Contracts (other than purchase and sale orders entered into in the Ordinary Course of Business);

(viii) Contract relating to the marketing or advertising of any Seller's or Manager's products or services, except as set forth on Schedule 4.9(a);

(ix) Contract (A) providing for either Seller or Manager to be the exclusive provider of any product or service to any Person or the exclusive recipient of any product or service of any Person or that otherwise involves the granting by any Person to such Seller or Manager of exclusive rights of any kind, (d) providing for any Person to be the exclusive provider of any product or service to

either Seller or Manager, or (e) granting to any Person a right of first refusal or right of first offer on any of the Purchased Assets, except as set forth on Schedule 4.9(a); and

(x) other individual Contract that is otherwise material to the assets of any Seller, taken as a whole, except as set forth on Schedule 4.9(a).

(b) All of the Contracts set forth or required to be set forth on Schedule 4.9(a) are referred to as the “**Material Contracts**”.

4.10 Insurance.

Schedule 4.10 lists and describes all policies of insurance owned, held, or maintained by or for the benefit of Seller and Manager or insuring the property or assets of Seller and Manager, including the type and amount of coverage and the expiration dates of the policies and the claims history for the past two (2) years. Seller and Manager have made available to Buyer all policies of insurance owned, held, or maintained by or for the benefit of Seller or Manager or insuring the property or assets of Seller or Manager. Except as set forth on Schedule 4.10, (a) current premiums and any other obligations under such insurance have been paid and all such policies are valid and enforceable and in full force and effect on the date hereof and neither Seller nor Manager is in default with respect to its obligations under any such insurance policies, and ii) Neither Seller nor Manager has received any written notice within the last ninety (90) days threatening suspension, revocation, modification or cancellation of any insurance policy or a material increase in any premium in connection therewith or informing such Seller or Manager that any coverage listed on Schedule 4.10 will or may not be available in the future on substantially the same terms as now in effect. Neither Seller nor Manager has been denied insurance coverage within the past two (2) years. Except as set forth on Schedule 4.10, neither Seller nor Manager has any self-insurance or co-insurance programs.

4.11 Taxes.

Except as set forth on Schedule 4.11:

(a) Both Seller and Manager have filed, or caused to be filed on its behalf, all Tax Returns required to be filed by it (taking into account any valid extension of the due date for filing). All filed Tax Returns were correct and complete in all material respects. Each Seller and Manager has paid all Taxes that are due and payable. With respect to each Seller and Manager, no Claim has ever been made by a Governmental Authority in a jurisdiction where such party does not file Tax Returns that such party is or may be subject to taxation by that jurisdiction.

(b) Both Seller and Manager have withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, or other Third Party, and all Forms W-2 and 1099 (or any other applicable form) required with respect thereto have been properly completed and timely filed.

(c) Neither Seller nor Manager is party to any Tax allocation or sharing agreement.

(d) To the Knowledge of Seller, all of Seller’s and Manager’s tangible property has been properly listed and described on the property tax rolls of the taxing authority in which such property is located for all periods prior to and including the Closing Date and no portion of Seller’s or Manager’s tangible property constitutes omitted property for property tax purposes.

(e) Neither Seller nor Manager has ever been, and is not currently, owned directly or indirectly more than 50% by any other entity, and has never owned, and does not currently own, more than 50% of any entity.

4.12 Labor and Employment Matters.

Except as set forth on Schedule 4.12:

(a) Neither Seller nor Manager is party to any collective bargaining agreement and neither Seller nor Manager is in negotiations with any union with respect to a collective bargaining agreement;

(b) To Seller's Knowledge, each Seller and Manager is, and has for the past two (2) years has been, in compliance with all Laws relating to employment, employment practices and the employment of labor, and has not engaged in any unfair labor practice or unlawful employment practice. In addition, there are no pending or threatened grievances or pending or threatened unfair labor practice charges or complaints before the National Labor Relations Board or other employment related Proceedings (pending or threatened) against any Seller before any other Governmental Authority;

(c) Neither Seller nor Manager is, and within the last two (2) years has not been, subject to any union organizing or decertification activities or any other question concerning representation;

(d) There is no labor strike, slowdown, work stoppage, unfair labor charge or complaint or other material labor dispute pending or, to the Knowledge of Sellers, threatened against any Seller, and no such dispute has occurred within the last two (2) years; and with respect to this transaction, any notice required under any Law has been or prior to Closing will be given.

4.13 Litigation, Orders.

Except as to the Bankruptcy Case and related adversary proceedings, and except set forth on Schedule 4.13, (a) there are no Proceedings or Orders pending or, to the Knowledge of Seller or Manager, threatened against or affecting either Seller or Manager at law or in equity, in the United States, or before or by (or that could reasonably be expected to come before) any arbitrator or Governmental Authority (including any Proceedings with respect to the transactions contemplated by this Agreement), iii) there have not been any Proceedings or Orders pending against or affecting either Seller or Manager during the past year, iv) Neither Seller nor Manager is subject to any grievance or arbitration Proceedings, and v) Neither Seller nor Manager is subject to any Order (or settlement enforceable therein).

4.14 Compliance with Law; Permits.

(a) To the Knowledge of Seller, Seller and Manager have complied with and is in compliance with, and is not in default in any respect with, all applicable Laws and Orders of any Governmental Authority relating to such Seller and no written notices have been received by, and no claims have been filed against, Seller or Manager alleging a violation of any such Laws or Orders.

(b) To the Knowledge of Seller, the Park is in compliance with all applicable building, zoning, subdivision, health and safety and other land use Laws, and all insurance requirements affecting the real property (collectively, the "**Real Property Laws**"), and the current use or occupancy

of the Park does not violate any Real Property Laws. Neither Seller nor Manager has received any written notice of violation of any Real Property Law.

(c) To the Knowledge of Seller, Seller and Manager have in effect all Permits necessary to operate the Park as it is currently being operated in accordance with the Laws of any Governmental Authority having jurisdiction over their properties or activities. Schedule 4.14(c) sets forth all Permits required to conduct the operations at the Park as they are currently being conducted.

4.15 Environmental Matters.

(a) Except as set forth on Schedule 4.15(a), to the Knowledge of Seller, each Seller and Manager, with respect to the Purchased Assets and the Park, has in the past five (5) years complied with, and is in compliance with, all Environmental Laws (which compliance has included obtaining and complying with all Permits, licenses and other authorizations required pursuant to Environmental Laws).

(b) Except as set forth on Schedule 4.15(b), to the Knowledge of Seller, neither Seller or Manager nor any of their respective predecessor(s) has received any written or oral Notice, report or other information regarding any actual or alleged violation of Environmental Laws, or any Liabilities or potential Liabilities, including any investigatory, remedial or corrective obligations arising under Environmental Laws, relating to such Seller, or any of its current properties or assets.

(c) Except as set forth on Schedule 4.15(c), to the Knowledge of Seller, with respect to the assets of Seller and Manager, neither Seller nor Manager nor any of their respective predecessor(s) has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, or Released, or exposed any Person to, any Hazardous Substance, or owned or operated any property or facility contaminated by any Hazardous Substance, so as to give rise to any current or future Liabilities, including any Liability for response costs, corrective action costs, personal injury, property damage, natural resources damages or attorney fees, or any investigatory, corrective or remedial obligations, pursuant to CERCLA or any other Environmental Law.

(d) With respect to the assets of Seller and Manager, to the Knowledge of Seller, neither Seller nor Manager nor any of their respective predecessor(s), has manufactured, produced, sold, installed or distributed products containing asbestos, and neither Seller nor Manager has Liability with respect to the presence or alleged presence of asbestos in any product or item or at or upon any property or Facility.

(e) Seller and Manager, as applicable, have provided to Buyer true, correct and complete copies of all environmental audits, reports and other environmental documents relating to the assets of Seller or Manager.

4.16 Affiliated Transactions.

Except as disclosed on Schedule 4.16, no Insider is a party to any agreement, Contract, commitment or transaction with Seller or Manager or has any interest in the Purchased Assets or any property, real or personal or mixed, tangible or intangible of Seller or Manager.

4.17 Brokers.

Except as to Miller Buckfire & Co., LLC and its affiliate Stifel, Nicolaus & Co., Inc., neither Seller nor Manager has incurred any Liability to any broker, finder, agent or other advisor with respect to

the payment of any commission or fee regarding the consummation of the transactions contemplated hereby.

4.18 Absence of Certain Developments.

Except as set forth on Schedule 4.18 and except as expressly contemplated by this Agreement, since the date of the Latest Balance Sheet, neither Seller nor Manager has taken any action that would require the consent of Buyer pursuant to Section 6.3.

4.19 Books and Records.

Seller and Manager have made available to the Buyer true, correct and complete originals or copies of the Books and Records. The Books and Records are materially complete and reflect the business and operations of the Seller and Manager with respect to the Park and the Purchased Assets. The Books and records accurately, fairly and in reasonable detail reflect the business and operations of the Seller and Manager with respect to the Park and the Purchased Assets and have been maintained in accordance with document management practices as would reasonably be expected to be utilized by a reasonable and prudent manager of a business comparable to the Park.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller and Manager that the statements contained in this Article V are true, correct and complete as of the date of this Agreement and as of the Closing Date.

5.1 Organization.

Buyer is a company validly existing and in good standing under the Laws of the State of Delaware and has the full power and authority to execute, deliver and perform this Agreement and to consummate all transactions contemplated hereby.

5.2 Authority.

The execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Buyer and do not and will not violate any provisions of its organizational documents, any applicable Law or any contract or Order binding upon Buyer. This Agreement constitutes a valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms.

5.3 Consents.

No notice to, filing with, authorization of, exemption by, or consent (other than the approval of the Bankruptcy Court) of any Person is required in order for Buyer to consummate the transactions contemplated hereby. No filing is required under the HSR Act to consummate the transactions contemplated hereby.

ARTICLE VI PRE-CLOSING COVENANTS

6.1 Consents and Approvals.

(a) Consents. Seller shall, at its sole cost and expense, use reasonable best efforts (i) to obtain all consents and approvals of any Governmental Authorities or other Third Parties that are necessary, desirable or appropriate in connection with consummating the purchase and sale of the Purchased Assets and the assignment of the Assumed Obligations, including obtaining entry of the Sale Order, in each case in form and substance reasonably satisfactory to Buyer and Seller, (1) to make all filings, applications, statements and reports to all Governmental Authorities that are required to be made prior to the Closing Date by or on behalf of Seller and Manager or any of its respective Affiliates pursuant to any applicable Law in connection with this Agreement and the transactions contemplated hereby, and (2) to assist Buyer in obtaining replacements for any of Seller's or Manager's Permits that are not freely transferable. Buyer shall give any notices to, make any other filings with, and use reasonable best efforts to cooperate with Seller to obtain, any authorizations, consents and approvals in connection with the matters contemplated by this Section 6.1(a).

6.2 Access to Information and Facilities.

Seller and Manager agree that, prior to the Closing Date, Buyer and its respective representatives and advisors shall, upon reasonable advance notice and so long as such access does not unreasonably interfere with the business operations of Sellers, have reasonable access during normal business hours to all Facilities and shall be entitled to make such reasonable investigation of the properties, businesses and operations of Seller and Manager (including any non-invasive environmental audits and investigations or to conduct a physical inventory of the Inventory) and such examination of the Books and Records and financial condition of Seller and Manager as it reasonably requests and to make extracts and copies to the extent necessary of the Books and Records; *provided, however*, that no investigation pursuant to this Section 6.2 shall affect any representations or warranties made herein or the conditions to the obligations of the Parties to consummate the transactions contemplated by this Agreement.

6.3 Conduct of the Business Pending the Closing.

(a) Except as otherwise expressly contemplated by this Agreement, from the date hereof until the Closing Date, Seller and Manager shall (i) operate the Park in the Ordinary Course of Business (including timely payment of post-petition accounts payable, purchasing and maintaining appropriate levels of Inventory, performing all required maintenance and repairs, making capital expenditures and collecting Accounts Receivable), (ii) shall use commercially reasonable efforts to preserve intact the operation of the Park, to keep available the services of its current employees and agents and to maintain its relations and goodwill with its suppliers, Customers, and any others with whom or with which it has business relations, and (iii) maintain in full force and effect insurance policies covering Seller and Manager and the Purchased Assets in a form and amount consistent with past practice.

(b) Without limiting the foregoing, except as expressly contemplated by this Agreement, from the date hereof until the Closing Date, neither Seller nor Manager shall take (or permit to be taken) any of the following actions without the prior written consent of Buyer:

(i) Except as to termination of that certain Lease Agreement dated as of January 1, 2022 between Legacy (as lessor) and Arete Recovery Institute, LLC (as lessee), sell, transfer,

abandon, permit to lapse or otherwise dispose of any of the assets of Sellers except in the Ordinary Course of Business;

(ii) (A) grant or announce any incentive awards or the increase in the salaries, bonuses or other compensation and benefits payable by Seller or Manager to any of their respective employees or other service providers except in the Ordinary Course of Business; (a) hire any new employees, (b) pay or agree to pay any pension, retirement allowance, termination or severance pay, bonus or other employee benefit not required by any existing employee benefit plan to any employee or other service provider, whether past or present, (c) except as set forth on Schedule 6.3(b)(ii)(D), enter into or amend any contract of any Seller or Manager of employment or any consulting, bonus, severance, retention, retirement or similar agreement, or (d) except as required to ensure that any employee benefit plan is not then out of compliance with applicable Law, enter into or adopt any new, or materially increase benefits under or renew, amend or terminate any existing, employee benefit plan;

(iii) change in any material respects any financial accounting policies or procedures or any of its methods of reporting income, deductions or other material items for financial accounting purposes, except as required by GAAP or applicable Law;

(iv) adopt any amendments to the organizational or charter documents of Sellers;

(v) create any Subsidiaries;

(vi) modify, amend, terminate or waive any rights under any Material Contract, or any contract of Seller or Manager that would be a Material Contract if in effect on the date of this Agreement;

(vii) enter into, amend, waive or terminate (other than terminations in accordance with their terms) any transaction with any Insider, other than transactions for reimbursement of expenses;

(viii) take, or fail to take, any action that could reasonably be expected to result in any loss, lapse, abandonment, expiration, invalidity or unenforceability of any material Intellectual Property that constitutes a Purchased Asset;

(ix) agree, in writing or otherwise, or announce an intention, to take any of the foregoing actions; or

(x) revoke or change any Tax election, adopt any material Tax election inconsistent with past practice, change any accounting period or accounting method for Taxes, amend any Tax Return, fail to file any material Tax Return on a timely basis, enter into any closing agreement with respect to Taxes or settle any Tax audit, examination or proceeding, prepare or file any Tax Return inconsistent with past, request any ruling or similar guidance from any Governmental Authority in respect of Taxes, or consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment.

6.4 Notification of Certain Matters.

(a) Seller and Manager shall give notice to Buyer of (i) the occurrence or nonoccurrence of any event that causes either (e) any representation or warranty of Seller or Manager

contained in this Agreement to be untrue or inaccurate in any material respect at any time from the date hereof to the Closing or (f) directly or indirectly, any Material Adverse Effect, or (3) any material failure of either Seller or Manager to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by Seller or Manager hereunder. Notwithstanding the foregoing, the delivery of any notice pursuant to this Section 6.4(a) shall not 24. be deemed to amend or supplement any of the Schedules contemplated hereby, 25. be deemed to cure any breach of any representation, warranty, covenant or agreement or to satisfy any condition, or 26. limit or otherwise affect the remedies available hereunder to Buyer.

(b) Buyer, Seller, and Manager acknowledge that certain of the representations and warranties of Seller and Manager affirmatively require that Seller and Manager list certain factual information on the Schedules. Seller shall be permitted to update the Schedules on or prior to the Closing Date but only with respect to events or circumstances arising between the date hereof and the Closing Date. No additional disclosure or update by Seller pursuant to this Section 6.4(b), however, shall be deemed to amend or supplement the Schedules or to prevent or cure any misrepresentation, breach of warranty, breach of covenant, or right of Buyer to terminate this Agreement.

6.5 Bankruptcy Actions.

(a) Exclusivity. During the Exclusivity Period,

(i) Seller will negotiate exclusively with Buyer and its financing sources regarding the closing of the transactions contemplated by this Agreement.

(ii) Seller will not, and is not permitted to, solicit offers from, consider offers from, negotiate with, review proposals from, or take any other action with respect to any other potential bidder for Seller's or Manager's assets or the other transactions contemplated by the proposed sale of Seller's or Manager's assets.

(iii) If Seller receives any other offers or proposals from any other potential bidder for its assets, Seller will advise such person or entity that it is under exclusivity with Buyer during the Exclusivity Period and that Seller is not permitted to speak with them about their offer during the Exclusivity Period.

(iv) Only this Agreement and related documentation with Buyer will be considered by Legacy as a qualifying bid at the hearing to consider the approval of the sale of Seller's and Manager's assets.

(b) Sale Order. Legacy shall obtain entry of the Sale Order by no later than November 22, 2023. For the avoidance of doubt, the Sale Order shall include provisions approving this Agreement and the sale of the Purchased Assets to Buyer free and clear of all Liens (other than Permitted Purchased Asset Liens). Seller and Buyer agree to cooperate, assist and consult with each other to obtain the entry of the Sale Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court. The Sale Order will provide, among other things, that: (i) the Agreement and the other Acquisition Documentation, and the transactions contemplated hereby and thereby are approved; (ii) the Purchased Assets shall be sold and conveyed to Buyer free and clear of any and all Liens (except for Permitted Purchased Asset Liens); (iii) Seller and Manager, as applicable, shall assume and assign to Buyer all of the Assumed Executory Contracts as of the Closing Date; (iv) except as otherwise provided for in the Sale Order, Buyer shall, on or before the Closing Date, pay the amount of Cures to the appropriate parties as ordered by the Bankruptcy Court so as to permit the assumption and assignment of all Assumed Executory Contracts; (v) the Assumed

Executory Contracts shall be in full force and effect from and after the Closing with non-debtor parties being barred and enjoined from asserting against Buyer, among other things, defaults, breaches or claims of pecuniary losses existing as of the Closing or by reason of the Closing; (vi) Buyer is acquiring the Purchased Assets free and clear of the Excluded Liabilities and providing for a full release of Buyer with respect to the Excluded Liabilities; (vii) Buyer shall be found to be a “good faith” purchaser within the meaning of Bankruptcy Code § 363(m); and (viii) the Bankruptcy Court shall waive any stay that would otherwise be applicable to immediate the effectiveness of the Confirmation Order pursuant to Federal Rules of Bankruptcy Procedure 6004(g) and 6006(d). In addition, the Sale Order shall (i) find that Buyer is not a successor to either the Seller or Manager or their Affiliates, and grant Buyer the protections of section 363(m) of the Bankruptcy Code, (ii) find that Buyer has not violated Section 363(n) of the Bankruptcy Code by any action or inaction, (iii) find that Buyer shall have no Liability or responsibility for any Liability or other obligation of Seller or Manager arising under or related to the Purchased Assets other than as expressly set forth in this Agreement, including successor or vicarious Liabilities of any kind or character, including any theory of antitrust, environmental, successor, or transferee Liability, labor law, de facto merger, or substantial continuity, (iv) find that, to the extent applicable, any holder of a Lien with respect to a Purchased Asset is adequately protected under Section 363(e) of the Bankruptcy Code by having its liens, claims, interests, and encumbrances attach solely to the proceeds of the sale of Seller’s or Manager’s assets, (v) find that Buyer has provided adequate assurance (as that term is used in Section 365 of the Bankruptcy Code) of future performance in connection with the assumption of the Assumed Contracts, (vi) find that Buyer shall have no Liability for any Excluded Liability, (vii) provide that Excluded Liabilities shall include, but shall not be limited to, Liabilities that may result from any claims (as defined in Section 101(5) of the Bankruptcy Code) or causes of action asserted by a Governmental Authority against any Person based on any of the Seller’s or Manager’s business, operations or the use, operation, possession or ownership of any of the Purchased Assets by the Sellers and/or any of their predecessors or Affiliates prior to Closing, and (viii) provide that this Agreement and the transactions contemplated hereby may, subject to the terms set forth herein, be specifically enforced against and binding upon the Seller or Manager and its respective estates and Affiliates, and any chapter 7 or chapter 11 trustee of either of the Seller or Manager or its respective estates.

(c) Certain Bankruptcy Notices. Seller shall provide timely written notice of this Agreement and the proposed sale of the Purchased Assets to (i) the Office of the United States Trustee for the District of Arizona; (4) counsel for all official committees appointed in the Bankruptcy Case; (5) counsel for the ~~UMB Bank, N.A., as bond trustee~~ Bond Trustee; (6) counsel for the agents or other representatives acting on behalf of Legacy’s primary pre-petition secured creditors; (7) all non-debtor parties to the Assumed Executory Contracts; (8) all Persons that have asserted any Liens (other than Permitted Purchased Asset Liens) on or upon any of the Purchased Assets; (9) the Federal Trade Commission; (10) all other Persons that have filed a notice of appearance and demand for service of papers in the Bankruptcy Case under Federal Rule of Bankruptcy Procedure 2002; (11) all taxing authorities in jurisdictions applicable to Seller; and (12) all environmental authorities having jurisdiction over any portion of the Purchased Assets. Seller shall, at its sole cost and expense, provide timely written notice of this Agreement, the proposed sale of the Purchased Assets to any other Persons reasonably requested by Buyer to receive such notice.

(d) Bankruptcy Filings. Seller shall provide Buyer with a reasonable opportunity to review and comment upon all motions, applications and supporting papers prepared by Seller and relating to this Agreement, the transactions contemplated hereby, prior to the filing thereof in the Bankruptcy Case. All motions, applications and supporting papers prepared by Seller and relating (directly or indirectly), in Buyer’s good faith determination, to this Agreement, the transactions contemplated hereby, must be acceptable in form and substance to Buyer, in its reasonable discretion.

6.6 Taxes.

On or prior to the Closing, Seller shall pay all Taxes (including any applicable City builder's taxes) with respect to the Purchased Assets and attributable to tax periods or portions thereof ending at or prior to the Closing.

6.7 Permits.

From and after the date of this Agreement through the Closing, Seller and Manager shall use their best efforts (a) to transfer their Permits to Buyer to the extent permitted by Law, and vi) to cooperate with Buyer in its efforts to obtain any Permits and provide any information or reasonable assistance requested by Buyer.

6.8 Interim Funding.

On or before December 1, 2023, Buyer shall pay to Seller \$150,000 in immediately available funds to cover a portion of the expenses incurred by Seller between December 1, 2023 and December 8, 2023 in connection with the operation of the Seller's business during such period; provided that such amount shall not be applied on account of the Purchase Price or result in any reduction to the Purchase Price.

6.9 ~~6.8~~ Additional Agreements.

Subject to the terms and conditions of this Agreement, (a) Seller and Manager shall use commercially reasonable efforts to assist Buyer in entering into management and operating agreements to replace the existing M&O Agreements and to provide Buyer information with respect to the M&O Agreements, in each case as may be requested from time to time by Buyer, and (b) each of the Parties shall use its commercially reasonable efforts to do all things necessary, proper or advisable under applicable Law to consummate and make effective the transaction contemplated by this Agreement.

ARTICLE VII CONDITIONS TO CLOSING

7.1 Conditions to Parties' Obligations.

The obligations of Buyer, Seller, and Manager under this Agreement are subject to satisfaction (or waiver by Buyer, Seller, and Manager, respectively, in their sole discretion) of the following conditions precedent on or before the Closing Date:

(a) Required Approvals. All authorizations, consents, filings and approvals necessary to permit the Parties to consummate the transactions contemplated hereby shall have been duly obtained, made or given, shall be in form and substance reasonably satisfactory to the Parties, shall not be subject to the satisfaction of any condition that has not been satisfied or waived and shall be in full force and effect. All terminations or expirations of waiting periods imposed (and any extension thereof) by any Governmental Authority necessary for the transactions contemplated under this Agreement, if any, shall have occurred.

(b) No Order or Proceeding. No Order shall be issued by, and no Proceeding shall be pending before any Governmental Authority seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or involving a claim that

consummation thereof would result in the violation of any Law of any Governmental Authority having appropriate jurisdiction.

(c) Bankruptcy Conditions. The Sale Order shall have been entered in the Bankruptcy Case, shall not have been reversed, vacated, modified or amended as of the Closing Date, shall not be stayed as of the Closing Date, shall not be the subject of an appeal, the period for any party in interest to file an appeal has elapsed, and shall be in full force and effect.

7.2 Conditions to Buyer's Obligations.

The obligations of Buyer under this Agreement are subject to satisfaction (or waiver by Buyer, in its sole discretion) of the following conditions precedent on or before the Closing Date:

(a) Accuracy of Representations and Warranties. Each of the representations and warranties of Seller and Manager contained herein shall be true and correct in all material respects on and as of the Closing Date (except for representations and warranties made as of a specified date, which shall be true and correct as of that date) with the same force and effect as though made on and as of the Closing Date, except that those representations and warranties that are qualified by materiality, Material Adverse Effect, or similar phrase shall be true and correct in all respects.

(b) Performance of Covenants. Seller and Manager shall have performed and complied in all material respects with the obligations and covenants required by this Agreement to be performed or complied with by Sellers on or prior to the Closing Date.

(c) Closing Deliveries. Seller and, to the extent applicable, Manager, shall have delivered to Buyer the items set forth in Section 3.5.

(d) Third Party Consents. Seller and Manager shall have received or obtained all Third Party consents set forth on Schedule 4.3.

(e) Diligence. Buyer shall have completed and be satisfied (in its sole discretion) with the results of its legal, tax and business due diligence, including (i) a review by Buyer of Seller's and Manager's financial performance, operations, personnel changes, contract cancellations and other related matter, (ii) completion by Buyer of calls with Seller and Manager and customers, vendors and sponsors, (iii) a limited and confirmatory financial review of Seller and Manager by an auditor selected by and satisfactory to Buyer (including providing the auditor with on-site access to the Seller's and Manager's books and records), (iv) a site visit by Buyer and/or its Representatives to perform a final inspection, including validating assets, liabilities and lease schedules, (v) interviews by Buyer with all key employees of Seller and Manager, (vi) a confirmatory insurance review by Buyer, (vii) completion by Buyer of entitlement work, lien searches and related matters, (viii) confirmation that there are no Monetary Liens that will not be released on the Closing Date and (ix) a review by Buyer of contracts, licenses, permits and other related matters with respect to Seller and Manager and the transactions contemplated by this Agreement, the results of each of the foregoing shall be satisfactory to Buyer in its sole discretion.

(f) Additional Conditions. Each of the following conditions shall have been satisfied, in each case in a manner satisfactory to Buyer in its discretion: (i) the Pacific Proving Conditions, (ii) the Insight Conditions, (iii) the Macrolease Conditions, (iv) the TSA Conditions, (v) the Other Conditions, (vi) the Title Company shall have issued to Buyer a leasehold owner's title insurance policy for the benefit of the Buyer, in form and substance acceptable to Buyer, (vii) Buyer shall have received an updated "as built" ALTA survey recertified to Buyer, (viii) Buyer shall have received the

Title Affidavit and (ix) the ~~trustee for the Bondholders~~ Bond Trustee has consented to the consummation of the transactions contemplated by this Agreement and the entry of the Sale Order.

(g) Certain Schedules. On or prior to (a) November 17, 2023, Seller shall have delivered to Buyer, in each case calculated as of the Closing Date, in form and substance satisfactory to Buyer, (i) Schedule 2.1(b) to this Agreement, (ii) Schedule 2.1(c) to this Agreement and (iii) Schedule 2.3(a)(ii) to this Agreement, and (b) one (1) Business Day prior to the Closing Date, Seller shall have delivered to Buyer updated version of Schedules 2.1(b), 2.1(c) and Schedule 2.3(a)(ii), in each case calculated as of the Closing Date, in form and substance satisfactory to Buyer.⁺

(h) Liquor License. Lifestyle Sports, LLC shall have transferred to Buyer all of Lifestyle Sports, LLC's right, title and interest in and to the Liquor License.

7.3 Conditions to Seller's and Manager's Obligations.

The obligations of Seller and Manager under this Agreement are, at the option of Seller and Manager, subject to the satisfaction of the following conditions precedent on or before the Closing Date:

(a) Accuracy of Representations and Warranties. The representations and warranties of Buyer contained herein shall be true and correct in all material respects on and as of the Closing Date (except for representations and warranties made as of a specified date, which shall be true and correct as of that date in all material respects) with the same force and effect as though made by Buyer on and as of the Closing Date, except those qualified by materiality shall be true and correct in all respects.

(b) Performance of Covenants. Buyer shall have performed and complied in all material respects with the obligations and covenants required by this Agreement to be performed or complied with by Buyer on or prior to the Closing Date.

(c) Consideration. Buyer shall have delivered the payments specified in Sections 3.4(a) and (c).

(d) Insight Condition. The Insight Condition shall have been satisfied or Buyer shall have otherwise made provisions sufficient to cover payment of any Court-approved administrative claims that Insight may assert in the Bankruptcy Case in a manner reasonably satisfactory to Seller and Manager.

ARTICLE VIII TERMINATION

8.1 Termination.

This Agreement may be terminated, and the transactions contemplated hereby abandoned at any time prior to the Closing (by written notice given by the terminating Party to the other Party) as follows (each a "**Termination Event**"):

⁺ ~~List of Schedules to be updated subject to discussion regarding the liabilities, deposits, deferred revenue and other matters that may impact cash, Accounts Receivable and liabilities following the Closing Date.~~

(a) by mutual written agreement of Buyer, Seller and Manager;

(b) by Buyer, in the event that:

(i) any condition set forth in Section 7.2 shall become incapable of being satisfied on or before the Final Deadline, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing; *provided, however*, that if such failure is curable, then Seller and Manager shall have ten (10) Business Days (or, if less, the number of days until the Final Deadline) after receipt of written notice of such failure by Buyer to Sellers in which to cure such failure;

(ii) (A) the Bankruptcy Court has not entered the Sale Order on or before November 22, 2023, or (B) after the Sale Order has been entered, the Sale Order is reversed, stayed, vacated, modified or amended without the prior written consent of Buyer; or

(c) by Seller, in the event that any condition set forth in Section 7.3 shall become incapable of being satisfied on or before the Final Deadline, unless such failure shall be due to the failure of Seller or Manager to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by them prior to the Closing; *provided, however*, that if such failure is curable, then Buyer shall have ten (10) Business Days (or, if less, the number of days until the Final Deadline) after receipt of written notice of such failure by Seller to Buyer in which to cure such failure; or

(d) by Buyer on the Final Deadline, if the Closing shall not have occurred on or before such date; *provided, however*, that Buyer shall not have the right to terminate this Agreement under this Section 8.1(d) if the Closing has not occurred on or before such date solely because of Buyer's failure to fulfill any of its obligations under this Agreement.

(e) by Buyer pursuant to Section 10.23.

8.2 Procedure Upon Termination.

In the event of termination and abandonment by Buyer or Seller and Manager, or both, pursuant to Section 8.1, written notice thereof shall forthwith be given to the other Party, and this Agreement shall terminate and the purchase of the Purchased Assets hereunder shall be abandoned, without further action by Buyer, Seller or Manager. If this Agreement is terminated as provided herein, then each Party shall redeliver all documents, work papers and other material of any other Party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the Party furnishing the same.

8.3 Effect of Termination.

In the event that this Agreement is validly terminated as provided herein, Seller, Manager, and Buyer shall have no obligation or liability to each other except that the provisions of Section 6.5, Section 9.5 and Article X of this Agreement shall survive any such termination.

ARTICLE IX POST CLOSING COVENANTS

9.1 [Reserved].

9.2 Joint Post-Closing Covenant of Buyer, Seller, and Manager.

Buyer, Seller, and Manager agree that, from and after the Closing Date, Buyer and Sellers will each use commercially reasonable efforts to cooperate with each other in connection with any action, suit, Proceeding, investigation or audit of the other relating to (a) any Tax Return of Sellers or Buyer for all periods prior to or including the Closing Date and (b) any Transfer Taxes imposed by the Laws of any state or political subdivision thereof, relating to the transactions contemplated by this Agreement. In furtherance hereof, Buyer, Seller, and Manager agree to promptly respond to all reasonable inquiries related to such matters and to provide, to the extent reasonably possible, substantiation of transactions and to make available and furnish appropriate documents and personnel in connection therewith. All costs and expenses incurred in connection with this Section 9.2 referred to herein shall be borne by the Party who is subject to such action.

9.3 Accounts Receivable; Collections.

After the Closing, Seller and Manager shall permit, and hereby authorize, Buyer to collect, in the name of Seller and Manager, all Accounts Receivable constituting part of the Purchased Assets and to endorse with the name of Legacy or Manager, as applicable, for deposit in Buyer's account any checks or drafts received in payment thereof. Seller shall promptly deliver to Buyer any cash, checks or other property that they may receive after the Closing in respect of any Accounts Receivable or other asset constituting part of the Purchased Assets. Seller shall promptly deliver to Buyer any cash, proceeds or refunds that they may receive after the Closing in respect of insurance policies to the extent related to the Purchased Assets.

9.4 Access to Information.

For a period of twelve (12) months after the Closing Date, upon reasonable advance notice, Buyer, Seller, and Manager (or the Plan Administrator, as applicable) will afford promptly to such other requesting Party and its agents reasonable access during normal business hours to its properties, books, records, employees, auditors and counsel to the extent necessary for financial reporting and accounting matters, employee benefits matters, the preparation and filing of any Tax returns, reports or forms, the defense of any Tax audit, claim or assessment, the reconciliation of Claims in the Bankruptcy Case or otherwise to enable Buyer, Seller or Manager, as applicable, to address issues arising in connection with or relating to the Bankruptcy Case or to permit Buyer, Seller or Manager, as applicable, to determine any matter relating to their rights and obligations hereunder or any other reasonable business purpose related to the Excluded Assets or Excluded Liabilities; *provided, however*, that any such access by Seller, Manager or Buyer, as applicable, shall not unreasonably interfere with the conduct of the business of Seller, Manager or Buyer, as applicable. Seller, Manager, and Buyer, as applicable, will hold, and will use their commercially reasonable efforts to cause their respective officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of Law, all confidential documents and information concerning Seller, Manager or Buyer, as applicable, provided to it pursuant to this Section 9.4.

9.5 Confidentiality.

Following the Closing, Seller shall (and shall cause the Plan Administrator to) and Manager shall maintain as confidential and shall not use or disclose (except as required by Law or as authorized in writing by Buyer) any materials developed by Buyer or any of its representatives (including its accountants, advisors, environmental, labor, employee benefits and any other consultants, lenders and legal counsel). Except as otherwise permitted and provided above, in the event Seller or Manager is required by Law to disclose any such confidential information, Seller or Manager shall promptly notify Buyer in writing, which notification shall include the nature of the legal requirement and the extent of the required disclosure, and shall cooperate with Buyer in connection with Buyer's efforts to obtain a protective Order (at Buyer's sole cost and expense) and otherwise preserve the confidentiality of such information consistent with applicable Law. Information subject to the confidentiality obligations in this Section 9.5 does not include any information which (x) at the time of disclosure is generally available to or known by the public (other than as a result of its disclosure in breach of this Agreement) or xxv) becomes available on a non-confidential basis from a Person who is not known to be bound by a confidentiality agreement with either Buyer or its Affiliates, or who is not otherwise prohibited from transmitting the information. Notwithstanding anything herein to the contrary, Seller, Manager, and Buyer agree (on behalf of itself and each Affiliate and Person acting on behalf of it) that each Party (and each employee, representative, and other agent of any Party) may disclose to any and all Persons, without limitation of any kind, the Tax treatment and Tax structure of the transaction and all materials of any kind (including opinions or other Tax analyses) that are provided to any Party or any Person relating to such Tax treatment and Tax structure, except to the extent necessary to comply with any applicable federal or state securities Laws. Seller, Manager, and Buyer agree that the authorization contained in the immediately preceding sentence is not intended to permit disclosure of any other information, including (a) any portion of any materials to the extent not related to the Tax treatment or Tax structure of the transaction, (b) the identities of participants or potential participants in the transaction, (c) the existence or status of any negotiations, (d) any pricing or financial information (except to the extent such pricing or financial information is related to the Tax treatment or Tax structure of the transaction), or (e) any other term or detail not relevant to the Tax treatment or the Tax structure of the transaction.

9.6 Tax Matters.

(a) Tax Cooperation. Buyer, Seller, and Manager (or the Plan Administrator, as applicable) agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets (including access to the Books and Records, Tax records and Tax Returns) as is reasonably necessary for the preparation and filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any Claim, suit or proceeding relating to any Tax. Seller, Manager, and Buyer shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets.

(b) Allocation. Within ninety (90) days after the Closing Date, Buyer shall prepare a schedule allocating the Purchase Price (including the Assumed Obligations and any other items that are required for federal income Tax purposes to be treated as part of the Purchase Price) among the Purchased Assets in a manner consistent with Section 3.4(b) (such schedule, the "**Allocation**"), in accordance with Section 1060 of the Code and the Treasury Regulations thereunder (and any similar provision of state, local, or foreign Law). The Allocation shall be binding upon Buyer and Seller (or the Plan Administrator, as applicable). Buyer and Seller (or the Plan Administrator, as applicable) shall report and file all Tax Returns consistent with the Allocation and shall take no position contrary thereto or inconsistent therewith unless required by a final determination as defined in Section 1313 of the Code (including in any audits or examinations by any Governmental Authority or any other Proceeding). If

any of the allocations determined pursuant to this Section 9.6(b) are disputed by any Governmental Authority, the Party or Parties receiving notice of such dispute shall promptly notify and consult with the other Parties concerning resolution of such dispute. Seller (or the Plan Administrator, as applicable) and Buyer each shall prepare a mutually acceptable and substantially identical Internal Revenue Service Form 8594, Asset Acquisition Statement Under Section 1060, consistent with the Allocation which the Parties shall use to report the transactions contemplated by this Agreement to the applicable taxing authorities. Buyer, Seller, and Manager shall cooperate in the filing of any forms (including Internal Revenue Service Form 8594) with respect to such Allocation. Notwithstanding any other provision of this Agreement, the terms and provisions of this Section 9.6(b) shall survive the Closing without limitation.

(c) Transfer Taxes. Seller shall be responsible for and shall pay, or cause to be paid, any documentary, sales, use, real property transfer, real property gains, registration, value-added, transfer, stamp, recording, and other similar Taxes, fees, and costs, together with all interest thereon, penalties, fines, costs, additions to Tax and other additional amounts with respect thereto (“**Transfer Taxes**”), which may be imposed in connection with the transactions contemplated by this Agreement. The Party required by legal requirements to do so shall prepare and file all necessary Tax Returns and other documentation with respect to any such Transfer Taxes in accordance with applicable legal requirements and the other Party shall cooperate in such preparation.

9.7 Prorations.

As promptly as reasonably practicable after the Closing, but in no event later than fifteen (15) days after the Closing Date, for purposes of this Section 9.7, the amount of any expense credited by one Party to the other shall be deemed an expense paid by that Party.

9.8 Personal Information Conveyed as Part of Sale.

With respect to the conveyance of Personal Information as part of the sale contemplated by this Agreement, Buyer shall materially adhere to the terms in the Manager’s Privacy Policy and, to the extent applicable, any other Privacy Policy under which the data was collected, if any; *provided, however*, that Buyer may instead materially adhere to terms that are reasonably designed to be at least as protective of consumer privacy as any applicable Privacy Policy, or which are otherwise permissible with respect to applicable Privacy Laws. Buyer shall further make commercially reasonable efforts to ensure that all Processing of Personal Information conveyed as part of the sale contemplated by this Agreement shall comply with applicable Privacy Laws. For the avoidance of doubt, nothing in this Section limits, restricts, or prohibits Buyer from making material changes to any applicable Privacy Policies, provided that such changes are made in compliance with applicable Privacy Laws, including with respect to any conditions precedent to such changes.

ARTICLE X MISCELLANEOUS

10.1 Non-Survival of Representations and Warranties.

The representations and warranties respectively made by Seller, Manager, and Buyer in this Agreement and in any certificate delivered hereunder will expire as of the Closing. Subsequent to Closing, no Claim with respect to any breach of any representation or warranty contained in this Agreement, whether such breach is known or unknown, and no Claim with respect to any known breach of a covenant to be performed at or prior to Closing contained in this Agreement may be pursued or maintained (either hereunder or otherwise) against any other Party. The Parties agree that the covenants

contained in this Agreement to be performed after the Closing shall survive the Closing hereunder, and each Party shall be liable to the other after the Closing for any breach thereof.

10.2 “As-Is” Sale.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR SELLERS’ REPRESENTATIONS AND WARRANTIES IN ARTICLE IV OF THIS AGREEMENT (“**SELLERS’ WARRANTIES**”), THIS SALE IS MADE AND WILL BE MADE WITHOUT REPRESENTATION, COVENANT, OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, OR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STATUTORY) BY SELLERS. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, BUYER AGREES TO ACCEPT THE PROPERTY ON AN “AS IS” AND “WHERE IS” BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY, ALL OF WHICH SELLERS HEREBY DISCLAIM, EXCEPT FOR SELLERS’ WARRANTIES. EXCEPT FOR SELLERS’ WARRANTIES, NO WARRANTY OR REPRESENTATION IS MADE BY ANY SELLER AS TO FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, CONDITION, OPERATION OR INCOME, COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS, ABSENCE OF DEFECTS, ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, ABSENCE OF FAULTS, FLOODING, OR COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT (INCLUDING THE AMERICANS WITH DISABILITIES ACT). BUYER ACKNOWLEDGES THAT BUYER HAS ENTERED INTO THIS AGREEMENT WITH THE INTENTION OF MAKING AND RELYING UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PURCHASED ASSETS AND THAT BUYER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY SELLERS OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH OR UNDER OR ON SELLERS’ BEHALF CONCERNING THE PURCHASED ASSETS. ADDITIONALLY, BUYER AND SELLERS HEREBY AGREE THAT (A) EXCEPT FOR SELLERS’ WARRANTIES, BUYER IS TAKING THE PURCHASED ASSETS “AS IS” WITH ALL LATENT AND PATENT DEFECTS AND THAT EXCEPT FOR SELLERS’ WARRANTIES, THERE IS NO WARRANTY BY ANY SELLER THAT THE PURCHASED ASSETS ARE FIT FOR A PARTICULAR PURPOSE, (B) EXCEPT FOR SELLERS’ WARRANTIES, BUYER IS SOLELY RELYING UPON ITS EXAMINATION OF THE PURCHASED ASSETS, AND (C) BUYER TAKES THE PURCHASED ASSETS UNDER THIS AGREEMENT UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (EXCEPT FOR THE LIMITED WARRANTIES OF TITLE SET FORTH IN THE DEED AND SELLERS’ WARRANTIES).

BUYER IS A SOPHISTICATED INVESTOR AND IS, OR WILL BE AS OF THE CLOSE OF ESCROW, FAMILIAR WITH THE PURCHASED ASSETS AND THEIR SUITABILITY FOR BUYER’S INTENDED USE. THE PROVISIONS OF THIS SECTION 10.2 SHALL SURVIVE INDEFINITELY ANY CLOSING OR TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO THE DOCUMENTS EXECUTED AT CLOSING.

10.3 Expenses; Indemnification.

(a) Each Party shall bear its own costs and expenses, including attorneys’ fees, with respect to the transactions contemplated hereby. Notwithstanding the foregoing, in the event of any action or Proceeding to interpret or enforce this Agreement, the prevailing Party in such action or Proceeding (i.e., the Party who, in light of the issues contested or determined in the action or Proceeding, was more successful) shall be entitled to have and recover from the non-prevailing Party

such costs and expenses (including all court costs and reasonable attorneys' fees) as the prevailing Party may incur in the pursuit or defense thereof.

(b) The Parties agree that if any Claims for commissions, fees or other compensation, including brokerage fees, finder's fees, or commissions are ever asserted against Buyer or Seller in connection with this transaction, all such Claims shall be handled and paid by the Party whose actions form the basis of such Claim and such Party shall indemnify (with counsel reasonably satisfactory to the Party entitled to indemnification) and hold the other Parties harmless from and against any and all such Claims or demands asserted by any Person, firm or corporation in connection with the transaction contemplated hereby. Manager is not responsible for any commissions, fees or other compensation, including brokerage fees, finder's fees, or commissions.

(c) Seller shall pay, indemnify, defend, and hold Buyer, its Affiliates and each of its and their respective Representatives including Mike Burke and Chad Brownstein (each individually and "**Indemnitee**" and collectively, the "**Indemnitees**") harmless (to the fullest extent permitted by Law) from and against any and all claims, demands, suits, actions, investigations, proceedings, liabilities, fines, costs, penalties, and damages, and all reasonable fees and disbursements of attorneys, experts, or consultants and all other costs and expenses actually incurred in connection therewith or in connection with the enforcement of this indemnification (as and when they are incurred and irrespective of whether suit is brought), at any time asserted against, imposed upon, or incurred by any of them in connection with, as a result of or otherwise related to the negotiation or other discussions between any Indemnitee and any Key Stakeholder in connection with the transactions contemplated in this Agreement.

10.4 Amendment.

This Agreement may not be amended, modified or supplemented except by a written instrument signed by Seller, Manager, and Buyer.

10.5 Notices.

Any notice, request, instruction or other document to be given hereunder by a Party shall be in writing and shall be deemed to have been given, (a) when received if given in person, xxvi) on the date of transmission if sent by email or other electronic transmission (with answer back confirmation of such transmission), xxvii) upon delivery, if delivered by a nationally known commercial courier service providing next day delivery service (such as Federal Express), or xxviii) upon delivery, or refusal of delivery, if deposited in the U.S. mail, certified or registered mail, return receipt requested, postage prepaid:

To Buyer: AZ ATHLETIC ASSOCIATES LLC
[6321 S Ellsworth Rd.](#)
[Mesa, AZ 85212](#)
Attn: [Mike Burke](#)

with copies (which shall not constitute notice) to:

Paul Hastings LLP
515 South Flower Street, 25th Floor
Los Angeles, CA 90071
Attn: Peter S. Burke

To Legacy: Legacy Cares, Inc.

c/o MCA Financial Group, Ltd.
4909 N. 44th Street
Phoenix, Arizona 85018
Attn: Keith Bierman

with copies (which shall not constitute notice) to:

Warner Angle Hallam Jackson & Formanek, PLC
2555 E. Camelback Road, Suite 800
Phoenix, AZ 85016
Attn: Henk Taylor

and: Papetti Samuels Weiss McKirgan LLP
16430 N. Scottsdale Road, Suite 290
Scottsdale, Arizona 85254
Attn: Robert McKirgan

and: Slania Law, PLLC
2980 N. Swan Road, #222
Tucson, Arizona 85712
Attn: Michael A. Slania

To Manager: Elite Sports Group, LLC
6321 S. Ellsworth Rd., Bldg. 2
Mesa, Arizona 85212

with copies to: McCann Garland Ridall & Burke, LLC
11 Stanwix Street, Suite 1030
Pittsburgh, Pennsylvania 15222
Attn: J. Michael Baggett, Esq.

or to such other individual or address as a Party may designate for itself by notice given as herein provided.

10.6 Waivers.

The failure of a Party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a Party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing by Seller, Manager or Buyer, as applicable, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach of other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

10.7 Counterparts and Execution.

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

10.8 Headings.

The headings preceding the text of the Articles and Sections of this Agreement and the Exhibits and the Schedules are for convenience only and shall not be deemed part of this Agreement.

10.9 Submission To Jurisdiction.

THE PARTIES HEREBY AGREE THAT ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, SUITS, AND PROCEEDINGS RELATING TO THIS AGREEMENT OR THE OTHER AGREEMENTS CONTEMPLATED HEREIN SHALL BE FILED AND MAINTAINED ONLY IN THE BANKRUPTCY COURT, AND THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF SUCH COURT.

10.10 Governing Law.

This Agreement shall be governed by and construed in accordance with the Laws of Arizona (regardless of the Laws that might otherwise govern under applicable Arizona principles of conflicts of Law) as to all matters, including matters of validity, construction, effect, performance and remedies.

10.11 Binding Nature; Assignment.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties without prior written consent of the other Party (which shall not be unreasonably withheld or delayed); except (a) that Buyer may assign any of its rights and obligations hereunder to one or more Affiliates of Buyer (whether wholly owned or otherwise), any of Buyer's lenders and, following the Closing, in whole or in part to any one or more successors in interest to any Person acquiring all or any portion of the Purchased Assets or to any Third Party; xxix) the rights and interests of Seller, as applicable, hereunder may be assigned to a trustee or other authorized representative appointed under chapter 11 or chapter 7 of the Bankruptcy Code; xxx) this Agreement may be assigned to any entity appointed as a successor to Seller pursuant to a confirmed Chapter 11 plan; and xxxi) as otherwise provided in this Agreement. Sellers hereby agree that Buyer may grant a security interest in its rights and interests hereunder to its lenders, and Seller will sign a consent with respect thereto if so requested by Buyer or its lender, and that the terms of this Agreement shall be binding upon any subsequent trustee appointed under chapter 11 or chapter 7 of the Bankruptcy Code.

10.12 No Third Party Beneficiaries.

This Agreement is solely for the benefit of the Parties, and nothing contained herein, express or implied, is intended to confer on any Person other than the Parties or their successors and permitted assigns, any rights, remedies, obligations, Claims, or causes of action under or by reason of this Agreement.

10.13 Construction.

The language used in this Agreement will be deemed to be the language chosen by the Parties to this Agreement to express their mutual intent, and no rule of strict construction shall be applied against any Party. Any reference to any Law shall be deemed also to refer to all rules and Laws promulgated thereunder, unless the context requires otherwise. Whenever a Party's consent, approval or satisfaction is required under this Agreement, the decision as to whether or not to consent or approve or be satisfied shall be in the sole and exclusive discretion of such Party, and such Party's decision shall be final and conclusive.

10.14 Public Announcements.

Except as required by Law (including securities laws related to Legacy's Bonds) or in connection with the Bankruptcy Case, neither Seller, Manager nor Buyer shall issue any press release or public announcement or other public disclosure concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other Party relating to the contents and manner of presentation and publication thereof, which approval will not be unreasonably withheld, delayed or conditioned. Prior to making any public disclosure required by applicable Law, the disclosing Party shall give the other Party a copy of the proposed disclosure and reasonable opportunity to comment on the same. Notwithstanding the foregoing, Buyer shall not be restricted from making any public announcements or issuing any press releases after the Closing.

10.15 Schedules.

The information disclosed in any numbered part in the Schedules delivered by Seller or Manager, as applicable, to Buyer on the date hereof shall be deemed to relate to and to qualify only the particular representation or warranty set forth in the corresponding numbered section in this Agreement unless such information is disclosed in such a way that its relevance to another particular representation in the Agreement is reasonably apparent on its face.

10.16 Entire Understanding.

This Agreement, the Exhibits and the Schedules set forth the entire agreement and understanding of the Parties in respect to the transactions contemplated hereby and the Agreement, the Exhibits and the Schedules supersede all prior agreements, arrangements and understandings relating to the subject matter hereof and are not intended to confer upon any other Person any rights or remedies hereunder.

10.17 Severability.

If any term or other provision of this Agreement is held to be invalid, illegal, or incapable of being enforced under applicable Law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated herein are not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated herein are consummated as originally contemplated to the fullest extent possible.

10.18 Time of Essence; Specified Dates.

Time is of the essence for this Agreement and in the performance of the obligations and covenants to be performed or satisfied by any Party. Wherever a date specified in this Agreement falls on a day other than a Business Day, the date shall be extended to the next succeeding Business Day.

10.19 Closing Actions.

All deliveries, payments and other transactions and documents relating to the Closing shall be interdependent, and none shall be effective unless and until all are effective (except to the extent that the Party entitled to the benefit thereof has waived satisfaction or performance thereof as a condition precedent to the Closing).

10.20 Conflict Among Acquisition Documentation.

The Parties agree and acknowledge that to the extent any terms and provisions of this Agreement are in any way inconsistent with or in conflict with any term, condition or provision of any other agreement or document referred to herein, this Agreement shall govern and control.

10.21 Specific Performance.

The Parties agree that, if the Buyer notifies Seller in writing that Buyer is prepared to consummate the transactions contemplated herein on the terms set forth herein, and the Closing has not occurred within five (5) Business Days after the date that the Closing is required to occur pursuant to Section 3.3, then irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that Buyer (but not Seller) shall be entitled to specific performance, an injunction or injunctions, and other equitable remedies to prevent and restrain breaches or threatened breaches of this Agreement and to enforce specifically the performance of the terms and provisions of this Agreement, in addition to any other remedy to which they are entitled at law or in equity. Seller and Manager hereby knowingly and affirmatively waive, in any Proceeding for specific performance undertaken in accordance with this Section 10.21, the defense of adequacy of a remedy at law and the necessity of demonstrating damages or posting any bond or other security in connection therewith. Seller and Manager further agree that Buyer shall not be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 10.21, and Seller and Manager hereto irrevocably waive any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument. Seller and Manager further agree that the only permitted objection that it may raise in response to any action for equitable relief is that it contests the existence of a breach or threatened breach of this Agreement. Seller and Manager further agree that (A) by seeking the remedies provided for in this Section 10.21, Buyer shall not in any respect waive its right to seek any other form of relief that may be available to Buyer under this Agreement and (B) nothing contained in this Section 10.21 shall require Buyer to institute any Proceeding for (or limit any party's right to institute any Proceeding for) specific performance under this Section 10.21 before exercising any termination right under Article VIII of this Agreement (and, if permitted under the terms of this Agreement, pursuing damages after such termination) nor shall the commencement of any action pursuant to this Section 10.21 or anything contained in this Section 10.21 (other than the last sentence of this Section 10.21) restrict or limit Buyer's right to terminate this Agreement in accordance with the terms of Article VIII of this Agreement or pursue any other remedies under this Agreement that may be available then or thereafter. Seller and Manager further agree that following the termination of this Agreement in accordance with Section 10.21, Buyer shall be entitled to seek an injunction or injunctions

from a court of competent jurisdiction as set forth in Section 10.21 to enforce specifically Buyer's surviving obligations herein.

10.22 Release.

Seller and Manager, on behalf of itself and each of its Affiliates and its and their current or former Representatives, hereby releases and forever discharges Buyer, its Affiliates and each of its and their respective individual, joint or mutual, past, present and future Representatives, successors and assigns, including Mike Burke and Chad Brownstein (individually, a "**Releasee**" and collectively, "**Releasees**") from any and all claims, demands, Proceedings, causes of action and judgments that such releasing Person or any of its respective current or former Representatives now have, have ever had or may hereafter have against the respective Releasees, and from any and all Contracts, debts and Liabilities that any Releasee now has, has ever had or may hereafter have in favor of Seller, Manager or any of their current or former Representatives, in each case of any nature (whether absolute or contingent, asserted or unasserted, known or unknown, primary or secondary, direct or indirect, and whether or not accrued) arising contemporaneously with or before the Closing Date or on account of or arising out of any matter, cause or event occurring contemporaneously with or before the Closing Date, and whether or not relating to claims pending on, or asserted after, the Closing Date, including the claims identified in that certain Notice Regarding Certain Defaults and other Material Events dated February 27, 2023 (in each case other than any obligations of Buyer arising under this Agreement) (collectively, the "**Released Claims**"). Seller and Manager hereby irrevocably covenant to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced, any Proceeding of any kind against any Releasee, based upon any Released Claim.

10.23 Title.

(a) (i) The parties acknowledge and agree that (A) Buyer has ordered a title commitment for a leasehold owner's policy of title insurance (the "Commitment") from Titlevest (the "Title Company") and (B) Buyer may order at its own expense a survey for the Property (the "Survey"). On or prior to the date that is five (5) Business Days after receipt of the Commitment (or the Survey if ordered by Buyer) by Buyer (the "Objection Period"), TIME BEING OF THE ESSENCE, Buyer or Buyer's attorneys shall deliver to Seller and Seller's attorneys written notice of Buyer's objections (the "Title Objections") to any survey matters, and to any liens, encumbrances or other title exceptions which do not constitute Permitted Encumbrances. If Buyer or Buyer's attorneys do not deliver any such objection notice within the Objection Period, then Buyer shall be deemed to have waived its right to object to any liens, encumbrances or other title exceptions appearing on such Commitment or any Survey (and the same shall not constitute Title Objections and shall be deemed Permitted Encumbrances); provided however, Buyer shall have the right to object by delivery of written notice to Seller and Seller's attorneys, on or prior to the earlier of (i) two (2) days after receipt by Buyer of written notice of a new exception or encumbrance (which is not a Permitted Encumbrance, and which was not revealed by the initial Commitment), and (ii) Closing, to any item that becomes of record after the date of the Commitment or the Survey and which would not otherwise be a Permitted Encumbrance. Notwithstanding the foregoing, Buyer shall not be entitled to object to, and shall be deemed to have approved, any liens, encumbrances or other title exceptions (and the same shall not constitute Title Objections but shall be deemed Permitted Encumbrances) (1) over which the Title Company is willing to insure (without additional cost to Purchaser) or (2) which will be extinguished upon the transfer of the Property to Buyer, whether pursuant to the Sale Order or otherwise (collectively, the "Non-Objectionable Encumbrances").

(i) Within two (2) business days after receipt of the Title Objections, Seller shall give notice ("Seller's Response Notice") advising Buyer whether Seller agrees to

cure any of the Title Objections, and, if Seller gives such notice that it agrees to cure any Title Objections, Seller shall be obligated to do so prior to Closing, or advising Buyer whether Seller is unable or unwilling to cure any of the Title Objections, and if Seller fails to give Buyer notice within such two (2) business days after receipt of the Title Objections that it has agreed to cure any Title Objection, then Seller shall be deemed to have advised Buyer that it is unwilling or unable to cure such Title Objections. In the event Seller's Response Notice notifies Purchaser that Seller is unable or unwilling to cure any of the Title Objections, then Purchaser shall notify Seller of its intention to either terminate this Agreement, whereupon this Agreement shall terminate or proceed to Closing and accept title to the Property subject to the Title Objections, without any abatement of the Purchase Price, or any liability or obligation on the part of Seller by reason of such Title Objections. In the event Buyer fails to notify Seller of its intention to either terminate or close over such Title Objections within two (2) business days following Seller's Response Notice, then Buyer shall be deemed to have elected to close the transactions contemplated hereunder, subject to the Title Objections (without any abatement of the Purchase Price, or any liability or obligation on the part of Seller by reason of such Title Objections).

(ii) Except as set forth in clause (ii) above and this clause (iii), it is expressly understood that in no event shall Seller be required to bring any action or institute any proceeding, or to otherwise incur any costs or expenses in order to attempt to eliminate any Title Objections or to otherwise cause title in the Property to be in accordance with the terms of this Agreement on the Closing Date. Notwithstanding the foregoing, Seller shall be obligated to remove (i) all mortgages, deeds of trust or other encumbrances, including all mechanics liens, judgment liens and monetary liens, which affect the Property and which were created, assumed, caused or incurred by or through Seller ("Mortgages"), and (ii) all mechanics liens, judgment liens and monetary liens, which affect the Property and which were not created, assumed, caused or incurred by or through Seller (collectively, "Monetary Liens"). If Seller is required to remove a Monetary Lien pursuant to the terms of this Agreement, then Seller shall be entitled to postpone the Closing for a period of ten (10) days in order to endeavor to remove such Monetary Lien. In the event that Seller is unable or unwilling to cure any Monetary Lien, then Buyer shall notify Seller of its intention to either terminate this Agreement, whereupon this Agreement shall terminate or proceed to Closing and accept title to the Premises subject to the Monetary Lien.

For the purposes of the foregoing, "**Property**" shall mean (a) Legacy's leasehold interest under the Ground Lease and (b) the Owned Improvements.

For the purposes of the foregoing, "**Permitted Encumbrances**" shall mean:

- (a) Non-Objectionable Encumbrances and any liens, encumbrances or other title exceptions approved or waived by Purchaser as provided herein;
- (b) property taxes which are a lien but not yet due and payable;
- (c) any installment not yet due and payable of assessments affecting the Premises or any portion thereof;
- (d) any laws, rules, regulations, statutes, ordinances, orders, other legal requirements affecting the Property, including those relating to zoning and land use; and
- (e) rights and interests held by tenants under the leases in effect at Closing.

[END OF PAGE]

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be executed and delivered on the date first above written.

~~SELLERS~~SELLER:

LEGACY CARES, INC.

By: _____
Name: _____
Its: _____

MANAGER:

ELITE SPORTS GROUP, LLC

By: _____
Name: _____
Its: _____

BUYER:

AZ ATHLETIC ASSOCIATES LLC

By: _____
Name: _____
Its: _____

[Signature page to Asset Purchase Agreement]

Schedule M

OKLAND CONSTRUCTION COMPANY, INC.
AERO AUTOMATIC SPRINKLER
B&F CONTRACTING, INC.
D H PACE COMPANY INC.
E&K OF PHOENIX INC.
ELITE SPORTS BUILDERS LLC
IMAGE BUILDING SYSTEMS LLC
JOHNSON STATEWIDE CAULKING L.P.
KEARNEY ELECTRIC, INC.
R.H. DUPPER LANDSCAPING, INC.
RKS PLUMBING & MECHANICAL, INC.
SPECTRUM MECHANICAL & SERVICE CONTRACTORS LLC
SPRAYFOAM SOUTHWEST, INC.
SUN VALLEY MASONRY, INC.
WALTERS & WOLF CONSTRUCTION SPECIALITIES
WHOLESALE FLOORS
JFK ELECTRICAL CONTRACTING ENTERPRISES
RKS PLUMBING & MECHANICAL, INC.
SPECTRUM MECHANICAL & SERVICE CONTRACTORS LLC
HAYDON COMPANIES LLC
KEARNEY ELECTRIC, INC.
SITWORKS LANDSCAPE DEVELOPMENT LLC