

**EXHIBIT A
MUTUAL SUPPORT AND
COLLABORATION AGREEMENT**

This Mutual Support and Collaboration Agreement (“**Agreement**”) is entered into as of [●], 2023 (the “**Effective Date**”), by and among the City of Seattle (“**Seattle**” or “**the City**”), on the one hand, and Seattle International Soccer Local Organizing Committee, a Washington nonprofit corporation (the “**LOC**”), on the other. Each of Seattle and the LOC are individually a “**Party**,” and collectively referred to as the “**Parties**.”

Recitals

WHEREAS, in 2018 Seattle entered into that certain Host City Agreement with the United States Soccer Federation (“**USSF**”) and Fédération Internationale de Football Association (“**FIFA**”) regarding participating in the hosting and staging of international soccer games as part of the FIFA World Cup 2026™ tournament (the “**Host City Agreement**”);

WHEREAS, in 2022, Seattle entered into that certain Addendum to the Host City agreement with the USSF, FIFA and First and Goal, Inc. (the “**Addendum**”), which required formation of a local organizing committee entity to help perform the duties of the Host City Agreement;

WHEREAS, the LOC is a non-profit corporation organized to participate in the hosting and staging of world class sporting events such as the FIFA World Cup 2026™ and in contemplation of meeting Seattle’s obligations under the Host City Agreement as amended;

WHEREAS, FIFA required the City and LOC to enter into that certain Joinder Agreement by which both Parties became parties to the Host City Agreement and under which the LOC is the “Hosting SPV”;

WHEREAS; the City and LOC desire to enter into this Agreement to further define their respective roles, responsibilities, obligations, and allocation of liability with respect to the hosting and staging of games as part of the FIFA World Cup 2026™ tournament.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Agreement

1. Cooperation and Obligations of the Parties.

- a. *Cooperation of the Parties.* The Parties acknowledge and agree that the FIFA World Cup 2026™ is an event of local, regional, national, and global significance, and the opportunity for Seattle to host games represents a unique opportunity to undertake and execute positive advancements for the citizens of Seattle. The Parties will

cooperate in good faith to ensure that the hosting and staging of games for the FIFA World Cup 2026™ is carried out successfully to showcase Seattle as a world-class city and to leave a lasting legacy, including, but not limited to, coordination and communication with other private and public partners. The Parties further acknowledge and agree that the typical manner of an event organizer obtaining permits for use of City property and right-of-way and contracting for services from the City is through a permitting process or execution of a services agreement. Unless otherwise agreed upon by both Parties in writing, it is the intent of the Parties to engage in a manner that is generally consistent with the normal and customary process for large-scale event organizers to obtain permits, regulatory approvals, and services from the City.

- b. *Obligations of the LOC.* The Parties acknowledge and agree that the LOC will have primary responsibility under the Host City Agreement, Addendum and Joinder (collectively the “**Prior Agreements**”) to facilitate, manage, and oversee the hosting and staging of FIFA World Cup 2026™ games in Seattle, including any other events necessary or convenient under the Prior Agreements (collectively the “**Event**”). The LOC’s obligations include, but are not limited to, (i) providing regular communications to Seattle, FIFA, USSF, and the Host Committee (as defined under the Prior Agreements), (ii) securing funding for the Event, and having responsibility for costs associated with hosting the Event, including reimbursing the City as defined in Section 2 below, (iii) coordinating between various public and private sector stakeholders, (iv) providing regular reports to the City, (v) responsibility for hiring personnel and engaging resources to carry out any of the obligations under the Prior Agreements with the understanding that the City is uniquely and exclusively able to satisfy certain required municipal services, e.g., police, fire, management of traffic and surface streets, etc.), and (vi) marketing and promoting the Event. The LOC shall timely file all necessary permit applications, entitlement applications (if needed), and conform with existing code requirements with respect to hosting events in the City of Seattle, unless and until an alternative path is agreed to by Seattle.
- c. *Obligations of the City.* The Parties acknowledge and agree that there are certain obligations set forth in the Host City Agreement that as a municipal entity the City, and not the LOC, is uniquely and exclusively positioned to undertake. Seattle shall work in good faith with the LOC in the LOC’s performance of its obligations under this Agreement and the Prior Agreements. Seattle agrees (i) to offer certain services by agreement, including the provision of various public safety and other government services (e.g., through the Seattle Police Department and Seattle Fire Department), (ii) to use its reasonable efforts to coordinate such services with other jurisdictions, including through inter-local agreements when and if necessitated, (iii) to provide temporary use of certain public property (e.g., public parks and rights-of-way) by separate agreement or permit, and (iv) to provide coordination of and support for transportation and infrastructure issues (e.g., through the Seattle Department of Transportation, Seattle Public Utilities, Seattle Parks, or other City departments). These obligations and others contemplated in the Prior Agreements

that are solely within the City's power to enact shall remain under the exclusive control of the City. For all other regulatory issues (i.e., major event legislation, code variances, etc.), the City shall work in good faith with the LOC to support the LOC seeking the required permits or other regulatory action. Working in conjunction with the LOC, the City anticipates reaching agreement for the provision of such services to ensure a successful hosting and staging of FIFA World Cup 2026™ games in Seattle.

2. Reimbursable Costs.

- a. For the avoidance of doubt, it is the intent of the Parties that as between them, the LOC shall have responsibility for the costs associated with hosting the Event and shall reimburse the City for the Reimbursable Costs, as defined below.
- b. As used in this Section 2, "**Reimbursable Costs**" shall be those costs incurred by the City in performing the following:
 - i. services described in Section 1(c) and as established and confirmed by separate written agreement signed by both Parties specifying the services and specific reimbursable costs; and
 - ii. any other services in support of the Event as requested by the LOC pursuant to separate written agreement signed by both Parties specifying the services and reimbursable costs.
- b. Notwithstanding the LOC's obligation to reimburse the City for Reimbursable Costs as described in this Section 2, nothing in this Agreement will be construed to limit or restrict the LOC from seeking additional financial or in-kind support from the City for the Event, and any such request will be subject to applicable legislative or budgetary approval processes and written agreement of the Parties.

3. LOC Not the Agent of the City. Notwithstanding anything to the contrary herein or within the Host City Agreement, Addendum, or Joinder Agreement, the LOC shall not be considered an agent or representative of the City and shall not have any authority to speak on behalf of the City, to make decisions on behalf of the City, or to bind the City to any agreements, and the LOC shall make such clear in communications with third parties. Further, with respect to obligations of the City set forth in Section 1(c) above, or in the Host City Agreement, Addendum or Joinder Agreement, the LOC shall include the City in any communications or notices related thereto. The LOC shall not amend, supplement or modify the Prior Agreements without the City's prior written consent. Nothing herein is intended to be a delegation of any City police, governmental or other powers.

4. Indemnification and Hold Harmless; Insurance.

- a. *Indemnification by the LOC.* The LOC agrees to indemnify, defend, and hold harmless the City, its officials, employees, agents, and representatives (collectively, the "**City Indemnified Parties**"), from any and all claims, actions, damages, losses,

finances, costs, and expenses (“**Losses**”) arising out of or related to the LOC's activities and LOC obligations in connection with the Prior Agreements and the Event. This indemnification shall include, but not be limited to, any claims for personal injury, property damage, or other damages arising out of or in connection with the LOC's operations. This indemnification shall also include any claims by any of the other parties to the Prior Agreements relating to the LOC's conformance to the requirements stated therein.

- b. *Exceptions.* Notwithstanding anything to the contrary in this Agreement, the LOC is not obligated to indemnify, hold harmless, or defend the City Indemnified Parties against any claim (whether direct or indirect) to the extent such claim or corresponding Losses arise out of or result from the City's own negligence, including that of its employees.
 - c. *Indemnification Procedure.* The City shall give the LOC prompt written notice (a "**Claim Notice**"), as soon as practicable after the City becomes aware of any claim, of any Losses or discovery of facts on which the City intends to base a request for indemnification under this Agreement. Each Claim Notice must contain a description of the third-party claim and the nature and amount of the related Losses (to the extent that the nature and amount of the Losses are known at the time). The City shall furnish promptly to the LOC copies of all papers and official documents received in respect of any Losses. All indemnification obligations in this Agreement are conditioned upon the City:
 - i. promptly delivering the Claim Notice and related documents under this Section 2(c);
 - ii. cooperating with the LOC in the defense of any such claim or liability and any related settlement negotiations; and
 - iii. not compromising or settling any claim or liability without obtaining the prior written consent of the LOC.
 - d. Each Party shall secure customary insurance, hold harmless, and indemnification provisions in its agreements with any third-party service providers or vendors engaged in fulfilling the obligations under this Agreement or the Prior Agreements. In the event of a third-party claim that arises out of the third-party services, each Party will use good faith and reasonable efforts to enforce the applicable provisions of their contracts.
- 5. No Double Recovery.** Neither Party shall be entitled to double recovery for any Losses under this Agreement.
- 6. LOC Insurance Obligations.** Within six (6) months after the Effective Date of this Agreement (or such other period as may be mutually agreed upon), the parties shall finalize a written addendum specifying insurance that the LOC shall secure and shall thereafter maintain in full force and effect at no expense to the City, and as approved by the City's Risk Management Division. The City shall be named as an additional insured and the LOC

shall ensure that all insurance contracts provide for notice of cancellation to the City at the addresses shown in Section 12 not less than thirty (30) days prior to the date of cancellation, except in cases of cancellation for non-payment of premiums, in which case notice shall be given not less than ten (10) days prior to the date of cancellation.

- 7. Consent to Amendment.** Notwithstanding any provision in the Prior Agreements, the Parties agree that any amendment of the Prior Agreements entered into with FIFA must be done with notice to and consent of both Parties.
- 8. Further Assurances.** Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of another Party hereto, such further instruments of transfer and assignment, and to take such other action, as such other Party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.
- 9. Authority.** Each of the Parties hereto hereby represent to the other Party that it has the full legal right, power and authority to enter into this Agreement and that this Agreement shall constitute a valid and legally binding obligation of each Party enforceable against it in accordance with its terms.
- 10. Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of each Party and their respective successors and assigns.
- 11. Amendment.** This Agreement may be amended only by a writing executed by the Parties.
- 12. Notices.** All notices, requests, or statements shall be made to the relevant addresses specified below:

If to the City:

The City of Seattle
Seattle Mayor's Office
600 Fourth Avenue, Floor 7
Seattle, WA 98104-7095
Attn : Jeremy Racca, Chief of Staff & General Counsel
Email : Jeremy.Racca@seattle.gov

If to the LOC:

Seattle International Soccer Local Organizing Committee
Attn: CEO
800 Occidental Ave. South, #700
Seattle, WA 98134

With a copy to:

John S. Wilson
K&L Gates LLP
925 Fourth Ave., Suite 2900

Seattle, WA 98104
john.wilson@klgates.com

All such notices shall be in writing and delivered by hand, certified United States mail, overnight courier or facsimile. Notice shall be effective on the day actually received, if received during business hours, otherwise at the close of the next business day. A Party may change its address for notice by providing same to the other Party in accordance with this Section.

- 13. Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington. Venue for any legal action between the Parties arising out of this Agreement shall be the United States District Court for the Western District of Washington or the King County Superior Court located in Seattle, Washington and each Party irrevocably consents to the jurisdiction of such courts.
- 14. Counterparts; Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Any signature page of any such counterpart, or any electronic facsimile thereof or electronic portable document format (“**PDF**”) may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement. Any electronic facsimile transmission or PDF of any signature of a Party shall be deemed an original and shall bind such Party.
- 15. No Third-Party Beneficiaries.** This Agreement is entered into for the sole benefit of the Parties, and except as specifically provided herein, no other person shall be a direct or indirect beneficiary of, or shall have any direct or indirect case of action or claim in connection with this Agreement.
- 16. Entire Agreement.** This Agreement, and all attachments hereto, represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral and written, and all contemporaneous oral negotiations, commitments and understandings between the Parties.

[signature pages follow]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the City and LOC as of the Effective Date.

The City of Seattle:

THE CITY OF SEATTLE

By: _____

Name: _____

Title: _____

LOC:

**SEATTLE INTERNATIONAL SOCCER
LOCAL ORGANIZING COMMITTEE**

By: _____

Name: _____

Title: _____