

Amendment #1: Final Agreement

The final agreement shall include the Green and Sustainability Terms and detailed youth programming commitments, that shall include specifications such as number of youth (both boys and girls) served, the criteria used to select youth participants and youth programming, and plans regarding outreach and programming for youth from underserved areas.

The youth programming commitments shall also include details about how programs will prioritize opportunities for youth who cannot afford to pay to access these programs and activities, as well as details regarding scholarships and financial support for income-eligible youth. The final agreement must return to Council for final approval.

Amendment #2: Local Vendors

Major League Soccer Stadium Project Term Sheet, Page 15 - Vendor Agreements:

StadiumCo will use their best efforts to use local vendors, goods and labor, subject to competitive pricing and other financial considerations, quality of service and quality of products. Emphasis shall be given to local vendors, goods, and labor. In the final agreement, StadiumCo shall provide the City a detailed plan and methodology for how local vendors will be prioritized in the selection process.

Amendment #3: City and Public School Use

Major League Soccer Stadium Project Term Sheet, Page 12 - Other Lease Issues:

The City and local public schools shall have, subject to the terms and conditions set forth in the Stadium Lease and Development Agreement, use of the Stadium for up to five in-bowl civic-oriented events and unlimited use of other areas of the Stadium or Site (not in-bowl) for other civic-oriented meetings, conferences, and other similar events not in the bowl, based on availability and as agreed upon by the Club and the City, each for no rental fee and at no additional cost to the City or local public schools.

Amendment #4: Trail Connectivity

Green Building and Sustainability Term Sheet, Page 2 - 1.6 Transportation:

The Developer shall explore connecting the McKalla site to the Northern Walnut Creek trail.

Amendment #5: Off-Site Costs

Major League Soccer Stadium Project Term Sheet, Page 13 - Parking and other Site Coordination Issues:

- The parties will work together to address certain logistical issues for coordinating event planning and staffing, it being understood that StadiumCo (or the appropriate third party event) will be responsible for costs related to Stadium events and associated with police, traffic control, fire prevention, emergency medical, street cleaning/street trash removal and other municipal resources in the Stadium, on the Site, and off the Site to the extent related to Stadium events other than any MLS or other professional soccer game or event held at the Stadium (~~it being understood that the City will be responsible for such off Site resources in respect of any MLS or other professional soccer game or event held at the Stadium).~~

Amendment #6: LEED Certification

Major League Soccer Stadium Project Term Sheet, Page 6 – Additional Considerations:

- The Stadium will achieve at a minimum a U.S. Green Building Council (“USGBC”) Leadership in Energy and Environmental Design (“LEED”) Silver certification or an Austin Energy Green Building (“AEGB”) Commercial rating of at least two (2) Stars. In the design phase, StadiumCo will collaborate with the City Sustainability Office to work to achieve a Gold certification or three (3) star rating.

Amendment #7: Public Access

Major League Soccer Stadium Project Term Sheet, Page 12 – Other Lease Issues:

- [...] The City shall maintain liability insurance for its management and events naming StadiumCo as an additional insured. The grounds, open space, meeting space, suites, seats in the arena, conference rooms, atriums, plaza, and trails outside of the Stadium shall remain open to public access when the Stadium and Site are not holding scheduled events.

Amendment #8: Council Approval of Certain Proposed Events

Major League Soccer Stadium Project Term Sheet, Page 12 – Other Lease Issues:

Aside from game days, the City shall approve the annual list of proposed events and number of days that require full closure of the Stadium, parkland, and open space to the general public.

Amendment #9: Viewing Stations

StadiumCo shall provide free, live, outdoor screenings of each game in public areas throughout the City when weather permits.

Amendment #10: Ancillary Developments

The City shall retain all control of all ancillary developments.

Amendment #10: Wetlands

The City Manager is directed to negotiate with an independent, third party Assured Wetland Delineator, or the equivalent, to determine if there are wetlands, as defined by the Section 404 of the Clean Water Act, located on the 10404 McKalla Place for the property.

Amendments #11

Exhibit 5, Community Benefits

3. Complimentary Tickets: Annual ~~Donations~~ of 1,700 tickets ~~per game~~ to girls and boys youth-focused organizations directly to the City for recipients and programs designated by the City for 20 matches, valued at \$30 on average per ticket. Total donated value of \$1,457,842.
4. Youth Development Academy: Fully-subsidized Player Development Academy for approximately 124 Austin area youth (ages 12 – 19) to earn college scholarships or sign professional contracts (totaling \$1,500,000 per year). Total estimated value of \$36,446,055.
5. Youth Soccer Clinics: Contribution of \$100,000 per year for 10 girls and boys youth soccer clinics per year and serving approximately 500 youth participants per year (estimated at \$10,000 per clinic). Total cash value of \$2,429,737.
6. Youth Soccer Camps: Payment of \$12,000 per year for 30 girls and boys youth soccer camp registrations per year (estimated at \$400 per camp). Total cash payments of \$291,568.
7. Youth Club Scholarships: Scholarship awards to 30 Austin girls and boys for soccer club scholarships (\$2,500 est. per scholarship). Total cash payments of \$1,822,303.
8. Youth Club Donations of Equipment and Gear: Donations of equipment and gear valued at \$50,000 per year to an estimated 500 girls and boys recipients per year across girls and boys youth club and academy teams. Total estimated value of \$1,214,868.

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11. Soccer Field and Futsal Court Construction: Cash investment of \$40,000 per year on average for girls and boys soccer field and futsal court construction and upgrades. Total cash payments of **\$971,895**.