

GRANT AGREEMENT

This Grant Agreement (“**Agreement**”), entered into on _____, 2026, is between **CHOOSE NEW JERSEY, INC.**, a New Jersey nonprofit corporation, having its principal offices at 11-43 Raymond Plaza W #1420, Newark, NJ 07102 and doing business as “**Choose New Jersey**” (“**Grantor**” or “**Choose NJ**”), and [_____] a [_____] having its principal offices at [_____] (“**Grantee**”) (each a “**Party**” and collectively “**the Parties**”).

WHEREAS, the New Jersey Economic Development Authority (“**NJEDA**” or “**Authority**”) and The New York /New Jersey 2026 World Cup Host Committee, Inc. (the “**Host Committee**”) entered into a Grant Agreement dated September 18, 2025 (the “**Master Agreement**”), and subsequently entered into Amendment 1 to that Grant Agreement on April 2, 2026 (“**Amendment 1**”); and

WHEREAS, pursuant to the Master Agreement and Amendment 1, the Host Committee received grant funding from the Authority to support public-facing events, community activations, and programming in connection with the FIFA World Cup 2026™ (the “**World Cup**”); and

WHEREAS, pursuant to Amendment 1, the Host Committee is required to dedicate \$5 million of the Additional Grant Award (as defined in Amendment 1) to support statewide events, initiatives, and marketing efforts to drive foot traffic, stimulate local spending, and showcase communities across New Jersey before and during the World Cup (the “**Event Grant Award**”); and

WHEREAS, pursuant to Amendment 1 and the Event Grant Guidelines set forth in Attachment A thereto, the Host Committee was required to identify and select a Strategic Partner (as defined in the Master Agreement) to manage and implement the Event Grant Award in accordance with such guidelines;

WHEREAS, the Host Committee selected Choose NJ, as the Strategic Partner in accordance with the process established in the Event Grant Guidelines set forth in Attachment A to Amendment 1; and

WHEREAS, pursuant to its selection of strategic partners, the Host Committee and Choose NJ entered into a grant agreement on April __, 2026 (the “**Strategic Partner Agreement**”); and

WHEREAS, pursuant to the Strategic Partner Agreement, Choose NJ shall, in accordance with the Event Grant Guidelines and Amendment 1, select Large Event Partners and Small Event Partners (as defined herein) recipients ; and

WHEREAS, the Authority will disburse the Event Grant Award directly to Choose NJ, as Strategic Partner, in accordance with the disbursement schedule set forth in Amendment 1 and Choose NJ will distribute the funds directly to selected Large Event Partners and Small Event Partners; and

WHEREAS, Choose NJ has selected Grantee as a [Large Event Partner/Small Event Partner] awardee of a portion of the grant funds in the amount of [_____] (the “**Grant**”) to host [_____] (the “**Event**”); and

WHEREAS, Choose NJ has determined that the Event is consistent with the grant purposes and Grantee meets the criteria for the section as a grantee of this Grant; and

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WHEREAS, this Agreement sets forth the terms and conditions under which Grantee will receive the Grant and carry out its obligations with respect to the Grant; and

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions:**

- a. **“Attachment A”** means the Event Grant Guidelines attached hereto as Attachment A, which sets forth the eligibility criteria, processes, funding allocations, and compliance requirements applicable to Choose NJ's role as Strategic Partner
 - b. **“Authority”** or **“NJEDA”** means the New Jersey Economic Development Authority, a body corporate and politic organized and existing under the authority of N.J.S.A. 34:1B-1 et seq., having principal offices at 36 West State Street, P.O. Box 990, Trenton, New Jersey 08625-0990.
 - c. **“Effective Date”** shall mean the date when this Agreement has been signed by all Parties.
 - d. **“Event Grant Award”** means the \$5 million of the Additional Grant Award dedicated to statewide events, initiatives, and marketing efforts pursuant to Amendment 1.
 - e. **“Term”** shall mean the period commencing on the Effective Date and continuing through the expiration of the Extended Term, including any approved extension thereof.
 - f. **“Host Committee”** means the New York / New Jersey 2026 World Cup Host Committee, Inc.
 - g. **“Large Event Partners”** means the entities selected by Choose NJ to implement large-scale, multi-day, multi-location events in accordance with the criteria set forth in Attachment A.
 - h. **“Smaller Statewide Partners”** means New Jersey chambers of commerce, destination marketing organizations, special improvement districts, convention and visitors bureaus, county and municipal governments, or similar entities selected by Choose NJ in accordance with Attachment A.
 - i. **“Master Agreement”** means the Grant Agreement between the Host Committee and the Authority dated September 18, 2025, as amended by Amendment 1.
 - j. **“Monthly Report”** means a report submitted by Grantee to the Grantor and the Authority by the 1st (1st) calendar day of each month in a form established by the Authority, as further described in Section 5 below.
 - k. **“Partners”** means the Large Event Partners and the Smaller Statewide Partners.
 - l. **“Strategic Partner”** means Choose NJ in its capacity under this Agreement and Attachment A hereto.
2. **Term:** The term of this Agreement shall begin on the Effective Date and shall continue until satisfactory completion of the Event (including submission and acceptance of the post Event economic report).
3. **Conditions Precedent:** Prior to the Grantor making any Grant payments, the Grantee must supply the following, which shall be in form and content satisfactory to the Grantor:
- a. This executed Agreement; and

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- b. Current New Jersey Business Tax Clearance Certificate listing the Authority as the agency for which the document is being issued (not more than 180 days old); and
 - c. Evidence of insurance as required under Section 37 below.
4. **Grant:**
- a. **Grant Award:** The grant award available to Grantee is up to a maximum amount of \$[_____], to be disbursed by the Grantor in accordance with Section 5 below.
 - b. **Grant Use:** Grantee shall expend the entirety of the Grant on eligible activities described in this Agreement and Attachment A by the expiration of the Term. Grantee shall use the Grant exclusively for the Event to support statewide events, initiatives, and marketing efforts to drive foot traffic, stimulate local spending, and showcase communities across New Jersey before and during FIFA World Cup 2026, all in accordance with this Agreement and Attachment A.
 - c. **Grant Revocation:** Notwithstanding anything to the contrary herein, Grantee understands and acknowledges that the Grantor shall be under no obligation to make any disbursement of the Event Grant Award if Grantee is in default pursuant to Section 12 (“**Events of Default**”) below and Grantee has failed to cure such Event of Default in accordance with Section 12.
 - d. **Ineligible Uses.** Grantee shall use the Event Grant Award solely for the purposes specified in this Agreement and Attachment A consistent with [Large/Small Event Partner] requirements.
 - e. **Recapture.** The Grantor, Host Committee and the Authority reserve the right to seek recapture and/or reimbursement from Grantee of such portion of the Grant that Grantee (i) fails to expend by the expiration of the Term, (ii) utilizes for ineligible uses, or (iii) uses in violation of this Agreement or the Event Grant Guidelines set forth in Attachment A consistent with [Large/Small Event Partner].
5. **Reporting Requirements.**
- a. **Monthly Reports.** Grantee shall submit monthly written reports to the Grantor by the first (1st) day of the following month (or next business day), in a form established by the Authority. Each report shall include: (i) a summary of activities and programming; (ii) budget-to-actual comparisons; (iii) cumulative expenditures; (iv) progress against milestones; and (v) narrative updates on community engagement and small business participation.
 - b. **Economic Impact Report.** Upon completion of the Event, Grantee shall provide economic impact reports to Grantor within thirty (30) days post-Event, which must include event attendance, small business utilization, job data, and overall economic impact.
 - c. **Authority Review.** The Grantor, Authority and the Host Committee will review all reports and may request additional documentation as needed.
6. **Disbursement of Event Grant Award:** The Grant shall be disbursed by the Authority to the Grantee subject to the terms of this Agreement, as follows:
- a. **First Tranche.** The first \$[_____] will be disbursed by Choose NJ to the Grantee upon the execution of this Agreement.
 - b. **Second Tranche.** The second \$[_____] will be disbursed by Choose NJ satisfactory completion of the event, submission of a detailed accounting of funds

spent as identified on the applicants detailed budget at the time of application and submission of an economic impact report.

- c. All disbursements are contingent upon Grantee's compliance with this Agreement and Attachment A, and submission of satisfactory documentation (as determined by Grantor, the Host Committee and the Authority in their reasonable discretion, in each case, as of the time of such disbursement).

7. **Representations and Warranties of Grantee:**

Grantee represents and warrants that:

- a. It is duly qualified to do business in the State of New Jersey;
- b. It is and will remain throughout the Term, a duly organized, validly existing, and in good standing under the laws of the State of New Jersey;
- c. It has the corporate power and authority and legal right to execute and perform its obligations under this Agreement, and has taken all necessary corporate action to authorize its execution and performance of obligations under this Agreement;
- d. To the best of the Grantee's knowledge, and upon due inquiry, there is no action or proceeding pending or threatened against the Grantee before any court or administrative agency that might adversely affect the ability of the Grantee to perform its obligations under this Agreement and all consents, authorizations, and approvals of governmental bodies or agencies required in connection with the performance of the Grantee's obligations under this Agreement have been obtained and will be obtained whenever required hereunder or by law.
- e. Neither the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by, or conflicts with or results in a breach of, the terms, conditions, or provisions of any state statute or regulation or any evidence of indebtedness, agreement, or instrument of whatever nature to which the Grantee is bound, or constitutes a default under any of the foregoing.
- f. All statements, representations and warranties made by Grantee in its application to Grantor, and in any materials furnished in support of that application were true when made, are true, in all material respects, as of the date hereof, and shall remain and be true and correct during the term of this Agreement, it being understood by Grantee that all such statements, representations and warranties have been relied upon by the Grantor, Host Committee and the Authority as an inducement to make the Grant Award and shall continue to be relied upon by Grantor, Host Committee, and the Authority in administering the Grant Award. Grantee further understands and agrees that, if, during the term of this Agreement, any such statements, representations and warranties become untrue or false, it shall have a duty to immediately notify the Grantor in writing of such fact.
- g. The principal office of Grantee is located at the address set forth in the preamble of this agreement and Grantee shall maintain all books and records at such address. The Grantee shall Grantor in writing prior to any change in the location of such books and records.

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- h. Grantee has, at all times relevant to this Agreement, been represented by advisors of its own selection, including, but not limited to, attorneys at law and/or certified public accountants; that it acknowledges that it is informed by its advisors of its respective rights, duties, and obligations with respect to the transaction which is the subject of this Agreement under all applicable laws, and that it has no set-offs, defenses or counterclaims against the Grantor, Authority or Host Committee with respect to the transaction which is the subject of this Agreement.
- i. If during the Term, the Grantee becomes aware of any facts, occurrences, information, statements, or events that render any of the representations or warranties herein untrue or materially misleading or incomplete, Grantee shall immediately notify the Grantor in writing of such facts, occurrences, information, statements, or events.
- j. Grantee (1) is not in violation of any statute administered by the New Jersey Department of Labor and Workforce Development (“**LWD**”) or the New Jersey Department of Environmental Protection (“**DEP**”); (2) is not in violation of any rule or regulation issued by the LWD or DEP; and (3) does not have any unpaid fines or penalties or otherwise have any outstanding payment due to the LWD or DEP that is not subject to a payment plan approved by LWD or DEP.
- k. Grantee has not violated N.J.S.A. 52:13D-19, which forbids any “New Jersey State officer or employee” from entering into a contractual agreement with the State of New Jersey to execute any contract or agreement with a value of \$25 or more, made, entered into, awarded or granted by any New Jersey State agency. The term “New Jersey State officer or employee” includes that employee or officer’s partners, any other person undertaking or executing said agreement for the use or benefit of the employee or officer or on his or her account, and any corporation which that employee or officer controls or in which they own or control more than one (1) percent of the stock.
- l. Grantee acknowledges that pursuant to The New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12, et seq., State employees are prohibited from representing a party other than the State before any State agency; and representation includes a prohibition against making personal appearances before any State agency on behalf of a party other than the State, writing letters, sending emails, or making phone calls to any State agency on behalf of a third party, and includes a ban on signing any documents or applications submitted to any State agency on behalf of a party other than the State including, but not limited to, this Agreement. Grantee has disclosed and shall continue to disclose any potential conflict of interest that exists between itself or any subcontractors engaged to support the planning or execution of activities funded under this Agreement and the Grantor, Host Committee, or Authority.
- m. Grantee has paid any application fee, approval fee, or any other fee required by the Grantor, Host Committee or the Authority to be considered and/or approved for the grant award described in this Agreement.
- n. In compliance with N.J.S.A. 24:6I-49(b)(2), Grantee: (i) has neither applied for nor received from the New Jersey Cannabis Regulatory Commission (“**NJ CRC**”) either a license to operate as a cannabis cultivator, cannabis manufacturer, cannabis

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wholesaler, cannabis distributor, cannabis retailer, or cannabis delivery service or that employs a certified personal use cannabis handler to perform work for or on behalf of a cannabis establishment, distributor, or delivery service; or (ii) is not a private property owner, developer, or operator of a project to be used, in whole or in part, by or to benefit a cannabis cultivator, cannabis manufacturer, cannabis wholesaler, cannabis distributor, cannabis retailer or cannabis delivery service, or to employ a certified personal use cannabis handler to perform work on behalf of a cannabis establishment, distributor, or delivery services pursuant to N.J.S.A. 24:6I-49(b)(2)(b). Grantee acknowledges an on-going obligation to immediately report to the Grantor any change to this representation and warranty.

- o. Grantee acknowledges that the issuance of a license to operate as a cannabis cultivator, cannabis manufacturer, cannabis wholesaler, cannabis distributor, cannabis retailer, or cannabis delivery service, or the issuance of a certification to perform work for or on behalf of a cannabis establishment, distributor, or delivery service to a person or entity that has been awarded a State or local economic incentive shall invalidate the right of the Grantee to benefit from the economic incentive as of the date of issuance of the license or certification; and that the issuance of a license to operate as a cannabis cultivator, cannabis manufacturer, cannabis wholesaler, cannabis distributor, cannabis retailer, or cannabis delivery service, or issuance of a certification to perform work for or on behalf of a cannabis establishment, distributor, or delivery service at a location that is the subject of a State or local economic incentive shall invalidate the right of the non-governmental Grantee property owner, developer, or operator to benefit from the economic incentive as of the date of issuance of the license or certification.
- p. The representations and warranties made in this Section 7 shall survive the expiration or termination of this Agreement.

8. **Obligations of Grantee:**

- a. **Compliance with Agreement.** Grantee shall always, during the Term, comply with the terms of this Agreement, the Event Grant Guidelines attached hereto as Attachments A and shall satisfactorily follow the Agreement and Attachment A requirements.
- b. **Submission of Reports.** Grantee, upon finalization of an economic impact draft report, must provide the Grantor, Host Committee and the Authority with the draft for review, including a 30-day window for comments and consultations.
- c. **Conflict of Interest.** Grantee has disclosed and shall continue to disclose any potential conflict of interest that exists between itself and any contracted third party or subcontractors of third parties that are engaged by Grantee to support the planning or execution of the programming and activities funded by this Grant. Grantee has disclosed and shall disclose any potential conflict of interest that exists between itself, the Grantor, Host Committee and the Authority and has disclosed and shall disclose any potential conflict of interest that exists between the Grantor, Host Committee, the Authority and any contracted third party or subcontractors of third parties that are engaged in any work related to this Grant. The existence of actual conflicts of interest shall be determined by the Grantor, Host Committee and the Authority in their sole discretion. This obligation to disclose potential conflicts of interest shall continue throughout the Term. The Grantor, Host Committee and the Authority reserve the right, in their sole discretion, to require the conflicted individual or individuals to be immediately removed from the work funded by this

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Grant and to suspend or cancel future grant payments or recapture all or a portion of the Grant award made.

- d. **Compliance with Law.** Grantee shall comply with all applicable federal, state, and local laws and regulations.
 - e. **Permits.** Grantee shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform its obligations under this Agreement.
 - f. **Compliance Oversight.** Grantee shall ensure that all Partners' events comply with FIFA guidelines and local permits. Grantee agrees to include the NYNJ Host Committee Welcome World Badge in all promotional material, in compliance with the Welcome World Badge branding guidelines attached hereto as **Attachment B**. Grantee agrees to incorporate the official "This is New Jersey" marketing materials in all promotions.
 - g. **Economic Impact Reports.** Grantee shall provide an economic impact report to Grantor within thirty (30) days post-Event, which must include, but is not limited to, event attendance, small business utilization, job data, and overall economic impact. Grantee will also provide Grantor a detailed general ledger of all expenses paid against grant organized by allocation buckets: Advertising & Marketing, Contracts & Consultants, Event Planning, Event Production, Security & Safety, and Other.
 - h. **Prevailing Wage/Affirmative Action.** Grantee shall comply where applicable with, and require all contractors performing work under this Agreement to comply with, the State prevailing wage rate, together with the Authority prevailing wage requirements set forth in N.J.S.A. 34:1B-5.1 and the affirmative action rules and regulations in connection with any construction contracts as set forth in N.J.S.A. 34:1B-5.4 and implementing regulations set forth in N.J.A.C. 19:30-3.1 et seq..
 - i. **Promotional Materials.** Grantee shall include the NYNJ Host Committee Welcome World Badge in all promotional material and incorporate the official "This is New Jersey" marketing materials at the event(s), in accordance with the branding guidelines set forth in **Attachment B** attached hereto.
 - j. **Terms of Agreements.** Grantee agrees to comply with all terms required under this Agreement, Attachment A applicable to [Large Event Partners / Smaller Statewide Partners] and Attachment B, which are incorporated into the this Agreement by this reference..
 - k. **Prohibited Activities in Belarus or Russia.** In compliance with N.J.S.A. 52:32-60.1, et seq., which prevents the Authority from certain dealings with businesses engaged in prohibited activities in Belarus or Russia and requires the New Jersey Department of the Treasury ("**Treasury**") to create a list of persons engaged in such prohibited activities, the Grantee agrees that by signing this Agreement that the Grantee may be required to certify that it is not engaged in prohibited activities and would not be identified on Treasury's list of entities engaged in prohibited activities in Russia or Belarus
(<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>), and that if this statement is willfully false, Grantee shall be subject to penalty.
9. **Publicity:** The Grantee grants the Grantor, Host Committee, the Authority, and the State of New Jersey the right to use the Grantee's name and logo: (a) in public communications, press releases, or promotional materials announcing or reporting this Agreement and related

activities; and (b) on the Host Committee's, the Authority's, and the State's official websites and digital platforms in connection with New Jersey's participation in the FIFA World Cup 2026. The Grantee may only use the Grantor's Host Committee's, the Authority's, or the State's name, logo, or official marks in any public communications, promotional content, or marketing materials related to the activities funded under this Agreement with the prior written approval of the Grantor, Host Committee and the Authority, as applicable. All such materials must be consistent with the terms of this Agreement and applicable branding and publicity guidelines.

10. **Records, Access and Maintenance:** Grantee shall establish and maintain, during the Term and for five (5) years after the date of the final grant payment, all documents related to this Agreement and any records required by the Grantor, Host Committee or the Authority, along with all relevant supporting documentation. Records required by the Grantor, Host Committee or the Authority with respect to any questioned costs, litigation, or dispute between the Grantor, Host Committee or the Authority and the Grantee arising out of this Agreement shall be maintained for the time needed to fully resolve such matters. If, for any reason, the Grantor, Host Committee or the Authority requires a review of the records related to this Agreement, the Grantee shall, at its own cost and expense, provide all such records to the Grantor, Host Committee or the Authority, as applicable. Grantee shall maintain and organize its records in such form that, in the event of a review or audit, it can readily verify and document the use of grant funds in connection with the programming, planning, and implementation of World Cup-related activities supported by such grant. Grantee agrees that its books and records related to this Agreement shall be subject to review and audit by the Grantor, Host Committee, the Authority, the Office of the State Comptroller, and any other agency or department of the State of New Jersey in relation to this transaction. The provisions of this Section 10 shall survive the expiration or termination of this Agreement.
11. **Intellectual Property.** All rights and title in and to data, technical information, and materials gathered, originated, developed, prepared, used, or obtained under this Agreement, including but not limited to all reports, surveys, studies, plans, charts, literature, brochures, mailing, recordings, pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation, and all print-outs, notes and memoranda, written procedures, and documents, as well as inventions, discoveries, and works (collectively, "**Intellectual Property**"), solely generated, produced, or otherwise developed by Grantee shall be and remain the sole property of the developing party. All Intellectual Property generated, produced, or otherwise developed jointly by or between Grantee, Grantor, the Host Committee, and/or the Authority shall be shared equally by the developing parties. All Intellectual Property developed solely by the Grantor shall be and remain the property of the Grantor. All Intellectual Property developed solely by the Host Committee shall be and remain the property of the Host Committee. All Intellectual Property developed solely by the Authority shall be and remain the property of the Authority. Notwithstanding anything to the contrary herein, the Host Committee has granted Grantee, as a Partner, a license to use the NYNJ Host Committee Welcome World Badge for all lawful purposes, in compliance with the Welcome World Badge branding guidelines attached as Attachment B.
12. **Events of Default:** Any one or more of the following shall constitute an event of default ("**Event of Default**") if during the Term the default is not cured within seven (7) business days after written notice of the default. Notwithstanding the foregoing, if the cure of such

default requires more than seven (7) business days after written notice as determined by the Grantor, and Grantee demonstrates it has promptly initiated reasonable steps to cure the default within the initial cure period, and is proceeding with due diligence and in good faith to cure the default, then Grantor may, at its sole discretion, extend the time necessary to cure such default by a reasonable period as determined by the Grantor for Grantee to cure such default. If such default is not cured within the initial or extended cure period, the Grantor may terminate this Agreement and avail itself of the remedies in Section 13 of this Agreement.

- a. If Grantee has breached or failed to perform in any material respect any term or condition of this Agreement.
- b. If any representation or warranty made by Grantee in any report, certificate, financial statement or other instrument furnished in connection with the subject matter of this Agreement is false or misleading in any material respect.
- c. If Grantee fails to timely submit the reports, documents, materials, and information required to be submitted pursuant to this Agreement.
- d. If the Authority has made a determination of debarment as to Grantee pursuant to its debarment/disqualification regulations set forth in N.J.A.C. 19:30-2.1 to -2.7, as amended from time to time.
- e. If Grantee has ceased to operate its business without prior written notice to the Grantor.
- f. If Grantee sells, assigns or otherwise transfers its rights and obligations under the Agreement, without the prior written consent of the Grantor.
- g. A declaration of default or an event of default under any existing assistance and any future assistance provided by the Grantor, Host Committee, the Authority and/or the State to the Grantee and/or any of its affiliates, including, but not limited to, entities that have common principals. For purposes of this cross-default, a principal of an entity shall be any executive officer, director, or general partner of the entity; any person or other entity directly or indirectly controlling the entity; or a person or other entity directly or indirectly owning or controlling ten (10) percent or more of the entity's ownership interest.

13. **Remedies Upon Default:** Upon the occurrence of any Event(s) of Default, the Grantor may, in its sole discretion, invoke any of the following remedies, alone or in combination with others, after having first given Grantee notice and opportunity to cure the default in accordance with Section 12 above:

- a. withhold any future Grant payment under this Agreement;
- b. require Grantee to repay a portion or all of the Grant previously paid to Grantee under this Agreement;
- c. consider the Event of Default as a disqualification under the Agreement and other Authority programs in the future;
- d. terminate this Agreement; and
- e. take any and all actions available under applicable law or in equity necessary to enforce performance and observance of any obligation, warranty, agreement, or covenant of Grantee under this Agreement.

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The Host Committee's rights under this Section 13 shall survive expiration or termination of the Agreement.

14. **Taxes and Other Charges:** During the Term, Grantee shall pay as the same become due, all taxes, assessments and governmental charges which may be required by law or contract to be paid by Grantee. Grantee may in good faith contest such taxes and governmental charges and such taxes and charges may remain unpaid during the period of such contest.
15. **Audits and Inspections:** At any time during normal business hours upon written notice and as often as the Grantor, Host Committee or the Authority may reasonably deem necessary, the Grantee shall make available to the Grantor, Host Committee, the Authority, for examination, and to appropriate State agencies or officials, all of its records with respect to matters related to this Agreement and shall permit the Grantor, Host Committee and the Authority to audit, examine and make excerpts or transcripts from such records. The Grantee shall maintain records to adequately verify all information required under this Agreement. The provisions of this Section 15 shall survive the expiration or termination of this Agreement.
16. **Assignment:** Grantee may not sell, assign, or otherwise transfer its rights and obligations under this Agreement without the Grantor's prior written consent.
17. **Forbearance Not a Waiver:** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations pursuant to this Agreement, either express or implied, shall be construed as a waiver by the Grantor, Host Committee or the Authority of any of their rights hereunder. In the event that any provision of this Agreement should be breached by Grantee and the breach may thereafter be waived by the Grantor, such waiver shall be limited to the particular breach waived by the Grantor and shall not be deemed to waive any other breach.
18. **Indemnification.** Grantee covenants and agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Grantor, Authority, the State of New Jersey, the Host Committee and their respective members, subsidiaries, affiliates, heirs or assigns, successors, agents, officers, directors, principals, partners, employees, and servants of each of the foregoing persons or entities (collectively, the “**Indemnitees**”) from and against any and all losses, claims, lawsuits, damages, expenses, liens, penalties, liabilities and costs whatsoever (including all costs, expenses, and reasonable counsel fees incurred in investigating and defending such losses and claims, etc.) brought by any person or entity, and caused by, related to, arising or purportedly arising out of, or resulting from:
 - i. the condition, use, possession, conduct, management, implementation, planning, execution or financing of (a) any World Cup related events, activations, activities, or (b) any programming contemplated, supported, or funded under this Agreement;
 - ii. the performance or nonperformance by Grantee of its obligations under this Agreement;
 - iii. any wrongful or negligent act, error, or omission by Grantee or anyone directly or indirectly employed or retained by Grantee, any Large Event Partner, Smaller Statewide Partner, sub-contractor, or anyone for whose acts Grantee may be liable;

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- iv. any loss, damage, or injury to, or death of, any person occurring at or about, or resulting from, the operations of Grantee, any event or activity funded under this Agreement; or
- v. any damage or injury to property of the Grantee or to the agents, servants, or employees of Grantee caused by the negligence, gross negligence, or willful misconduct of any person.

Grantee shall require all any third-party contractors or subcontractors engaged to support activities funded under this Agreement to defend, indemnify, and hold harmless the Indemnitees from and against any and all claims, actions, suits, charges, and judgments whatsoever that arise out of such parties' performance or nonperformance of their duties under their agreements with Grantee in support of this Agreement.

The indemnification obligations set forth in this Section 18 shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 18. The provisions of this Section 18 shall survive the expiration or termination of this Agreement.

- 19. **Compliance with Laws:** Grantee shall comply with all applicable federal, state and local laws and regulations.
- 20. **Licenses and Permits:** Grantee shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform its obligations under this Agreement. At the Grantor's, Host Committee's or the Authority's request, Grantee shall supply the Grantor, Host Committee or the Authority, as applicable, with evidence of all such licenses, permits, and authorizations for the Grantee and any third parties contracted by the Grantee to support the implementation of World Cup-related programming and activities. All costs associated with any such licenses, permits, and authorizations must be considered by the Grantee in its project planning and budget.
- 21. **Applicability of Disqualification Regulations to Entities:** The Authority's disqualification/ debarment regulations, which are set forth in N.J.A.C. 19:30-2.1 through 2.7, shall be applicable to Grantee and any entities with which Grantee merges, consolidates or combines. In the event that the Authority makes a determination to disqualify any such entity from participation in this Agreement based upon such regulations, then, notwithstanding anything contained in the Agreement to the contrary, no Grant payment will be made to Grantee.
- 22. **Open Public Records Act:** Grantee acknowledges that any information collected in the course of Grantee's participation in this Agreement will be available, upon request, for public inspection. The Authority, as an instrumentality of the State of New Jersey, is subject to the "New Jersey Open Public Records Act," N.J.S.A. 47:1A-1, et seq., as amended and including all applicable regulations, policies and case law, including New Jersey right-to-know common law.
- 23. **Governing Law:** This Agreement shall be governed by the laws of the State of New Jersey, without giving effect to its conflict of law principles.

24. **Forum and Venue:** The forum for any actions related to this Agreement shall be in a court of competent jurisdiction in the State of New Jersey and the venue shall be the County of Mercer.
25. **Severability:** If any provision of this Agreement is held to be illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions hereof, but such provision shall be fully severable, and this Agreement shall be construed and enforced as if the illegal or invalid provision had never been included. Notwithstanding the foregoing, if the Grantor deems the invalidated provision essential to the accomplishment of the purposes served by this Agreement, then the Grantor may terminate this Agreement and all benefits provided to Grantee hereunder upon thirty (30) calendar days prior written notice.
26. **Notices:** All legal notices required by this Agreement shall be in writing and by courier or by registered or certified United States mail, return receipt requested, to the other Party's address set forth below. The Parties will notify each other in writing of any designated contact change within ten (10) business days of such change:

CHOOSE NJ	GRANTEE
Name: Jen Lenhardt Title: Interim CEO and Chief Administrative Officer Address: One Gateway Center 11-43 Raymond Plaza Suite 1420 Newark, NJ 07102 Email: jlenhardt@choosenj.com Phone Number: (609) 297-1423	Name: Title: Address: Email: Phone Number:

27. **Designation of Contacts:** The Parties have designated the following contacts, who will be responsible for day-to-day business communications between the Parties related to this Agreement. The Parties will notify each other in writing of any designated contact change within ten (10) business days of such change:

CHOOSE NJ	GRANTEE
Name: Jen Lenhardt Title: Interim CEO and Chief Administrative Officer Address: One Gateway Center 11-43 Raymond Plaza Suite 1420 Newark, NJ 07102	Name: Title: Address:

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Email: jlenhardt@choosenj.com

Email:

28. **Headings:** Section headings contained in this Agreement are inserted for convenience only and shall not define, limit, or otherwise affect the meaning of any provisions of this Agreement.
29. **Contractual Liability Act:** The rights and remedies of the Grantee under this Agreement shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 to 14-4.
30. **Tort Claims Act:** The rights and remedies of the Grantee under this Agreement shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 to 12-3.
31. **Counterparts:** This Agreement may be executed and signatures exchanged by facsimile or other electronic means and in any number of counterparts, each of which shall constitute an original, and all of which, when taken together shall constitute one document.
32. **Successors and Assigns:** This Agreement shall be binding upon the successors and assigns of the Parties.
33. **Third-Party Beneficiaries:** This Agreement has been entered into solely for the benefit of the Parties, and there are no third-party beneficiaries, except as otherwise expressly provided in this Agreement.
34. **Electronic Signatures:** Electronic signature of this Agreement shall be deemed to be valid execution as though it was an original document signed with ink. The parties explicitly consent to the electronic delivery of this Agreement and affirm that their electronic signatures indicate a present intent to be bound by the terms of the Agreement.
35. **Personal Liability of Individual Representatives:** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate Party in his or her individual capacity, and neither the officers of any Party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.
36. **Limitation on Liability:** THE GRANTOR SHALL NOT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES THAT ANY OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF THE HOST COMMITTEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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37. **Insurance.**

- i. Grantee shall, as a condition to receiving the Grant, obtain and maintain for the duration of the Term insurance (including general liability insurance) placed with insurance companies lawfully authorized to do business in the State of New Jersey, in scope and amount customary and commercially reasonable for activities and events of the nature contemplated by this Agreement.
- ii. Grantee agrees that its insurance policies shall specify, by endorsement if necessary, that the Grantor, Host Committee, the Authority, the State of New Jersey, and the Indemnitees (as defined in Section 18 above), and such other entities as the Grantor, Host Committee or the Authority may reasonably request, be named as additional insureds (the "Additional Insureds"), and shall include a standard cross-liability endorsement or severability of interest clause, and will be primary with respect to the Additional Insureds.
- iii. Such insurance policies will permit waivers of subrogation which the insurer may otherwise have against the Indemnitees or, in the event such policies do not allow waiver of subrogation, Grantee will obtain, and provide to the Grantor, Host Committee and the Authority, a waiver of subrogation endorsement.
- iv. Grantee agrees to provide notice to the Grantor, Host Committee and the Authority of any cancellation of the insurance. Upon execution of this Agreement, Grantee will deliver or cause to be delivered to the Grantor, Host Committee and the Authority certificates evidencing the insurance, and no less than five (5) business days before the expiration of any required coverage, will deliver or cause to be delivered to the Grantor, Host Committee and the Authority certificates evidencing the renewal or replacement of such coverage.
- v. Grantee and any contractors or subcontractors hired to assist Grantee shall provide Workers' Compensation Insurance coverage, including Employer's Liability insurance, for their respective employees involved in the performance of Grantee's obligations under this Agreement.
- vi. Grantee shall require all contractors or subcontractors engaged to support activities funded under this Agreement to maintain insurance in scope and amount customary for events and activities of the nature contemplated under this Agreement and to name the Grantor, Host Committee, the Authority, and the Additional Insureds as additional insureds under such policies.

38. **Order of Precedence:** In the event of a conflict between the terms of this Agreement and the terms in any attachment or document referenced in this Agreement, the terms of this Agreement shall control.

39. **Independent Contractor:** Nothing contained in this Agreement is intended to create or establish an employer/employee relationship between the Parties. Each party is an independent contractor in the performance of its obligations under this Agreement, and as such, is not responsible for wages, insurance or any other costs and expenses associated with the other party's employees, contractors and agents.

40. **Inducement; Entire Agreement; Modification:** Grantee has not been induced to enter into this Agreement by any representation or warranty that is not contained in this

Agreement. This Agreement, its attachments, and any documents referred to herein constitute the entire agreement of the Parties relating to this Agreement, and it supersedes and overrides any and all prior agreements and understandings, either oral or written, between the Parties with respect to the subject matter of this Agreement. This Agreement may only be modified or amended by a writing executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

DRAFT

CHOOSE NEW JERSEY, INC.	GRANTEE
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

ATTACHMENT A

[See Attached.]

ATTACHMENT A TO GRANT AGREEMENT

The following guidelines set forth the eligibility criteria, processes, funding allocations, and compliance requirements applicable to Choose NJ's role as Strategic Partner under the Grant Agreement between Choose New Jersey, Inc. (“**Choose NJ**”) and the New York / New Jersey 2026 World Cup Host Committee, Inc. (the “**Host Committee**”) dated _____, 2026 (the “**Agreement**”). These guidelines further establish the criteria that Choose NJ must follow in identifying and selecting the Large Event Partners and the Smaller Statewide Partners. All Large Event Partner and Smaller Statewide Partners shall comply with these terms as applicable. Capitalized terms used but not defined in this Attachment A shall have the meanings ascribed to them in the Agreement.

EVENT GRANT GUIDELINES	
Event Grant Award Purpose	Support statewide events, initiatives, and marketing efforts to drive foot traffic, stimulate local spending, and showcase communities across New Jersey before and during FIFA World Cup 2026.
Eligible Applicants	<p>Eligibility requirements for each applicant type:</p> <p>Large Scale, Multi-Day, Multi-Location Events (“Large Event Partners”) <u>(no more than three (3) Large Event Partners to be selected)</u></p> <ul style="list-style-type: none"> • New Jersey-based; • A 501(c)(3) or 501(c)(6) nonprofit organization; • Strong experience, subject matter expertise, creative capabilities in producing several large-scale events across North, Central and/or South Jersey; • Excel in promotional marketing and stakeholder engagement via sub-granting to local community organizations and small businesses; • Demonstrated experience organizing and executing multiple events with a minimum attendance of 500 or more in the last 5 years;

	<ul style="list-style-type: none"> • Must have multiple World Cup events already planned or a major event series in June or July that can include World Cup-related events and activations with anticipated attendance of over 1000. <p>Smaller Statewide Initiatives (“Smaller Statewide Partners”)</p> <ul style="list-style-type: none"> • An entity that has demonstrated experience organizing and executing multiple events with an attendance of 200 or more in the last 5 years; • The entity must have an event planned or in planning during the June or July timeframe; • Dedicated to boosting local economies, marketing their destination, and coordinating events with demonstrated experience in organizing and executing events; • Documented support for the event from a local government, Destination Marketing Organization, Special Improvement District, Business Improvement District, Urban Enterprise Zone, Local Development Corporation, Economic Development Corporation, or similar entity. <ul style="list-style-type: none"> • If an entity above is applying directly it can pool together multiple events to meet threshold eligibility requirements. • No one entity can receive more than (1) award or subgrant from this initiative. <p>Additional eligibility requirements applicable to Large Event Partners and Smaller Statewide Partners:</p> <ul style="list-style-type: none"> • Applicants may add a third-party partner or partners whose experience, knowledge, skills and ability may provide an advantage in production, management, and/or marketing.
<p>Eligible Uses</p>	<p>Event Grant Award funding may only be used for:</p> <ol style="list-style-type: none"> 1. Booking costs. Funds required to secure contracts for use of a specific venue or venues in New Jersey where the event or events will take place. 2. Operating costs. Contract fees, contract payments, venue and/or equipment deposits, inventory, supplies, digital platforms, costs related to professional services, costs related to governmental fees, utilities payments, licensing fees and other customary costs related to operating an event or events. 3. Normal and Customary costs. Costs associated with the production and management of the event or events that may not be traditionally associated with operating costs.

<p>Non-Eligible Uses</p>	<p>Event Grant Award Funding shall not be used for:</p> <ul style="list-style-type: none"> ● VIP Experiences ● Alcohol related expenses ● The same event across the Large Scale, Multi-Day, Multi-Location Events and the Statewide Smaller Initiatives. ● Administrative Costs/Fees exceeding 5% of the Event Grant Award. <p>Smaller Statewide Partners shall not use Grant Funding for:</p> <ul style="list-style-type: none"> ● Construction related costs ● Administrative Costs/Fees exceeding 5% of the Event Grant Award.
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	<p>Choose New Jersey will evaluate event proposals from Large Event Partners and Smaller Statewide Partners using the following criteria:</p> <ul style="list-style-type: none"> ● Experience in managing prior festivals or events; ● Demonstrate expansion of their current pre-planned events related to FIFA World Cup activation; ● Event feasibility <ul style="list-style-type: none"> ○ Proposed date(s) and location(s), including consideration of other events being held at similar locations or dates ○ Proposed plan for marketing/advertising/promotion ○ Proposed security and transportation plan, including specific consideration of public transportation and parking needs associated with the event and an emergency evacuation plan ○ Overall project budget including: <ul style="list-style-type: none"> ● Total overall budget for the event (inclusive of this award) ● A detailed budget for funding received as a result of this award including itemized descriptions of all associated costs in the following allocation buckets: Advertising & Marketing, Contract & Consultants, Event Planning, Event Production, Security & Safety, Other ● Proposed plan to cover any costs not covered by the grant funds; ● Economic impact <ul style="list-style-type: none"> ○ How the proposed event(s) will promote New Jersey as a destination for tourism, including the geographic diversity of the event(s) in the context of activities already planned throughout the state ○ Proposed plan to gather and share data for economic
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	<p style="text-align: center;">impact analysis purposes</p> <ul style="list-style-type: none"> ○ Partnerships and small business engagement; ● Strategy for incorporating environmentally sustainable and responsible practices into planning and execution. <p>Large Event Partners must provide documentation, which includes but is not limited to press releases, ticket sales, permits to verify:</p> <ul style="list-style-type: none"> ○ IRS Determination Letter of non-profit status ○ At least five (5) pre-planned events within the State between May and July 2026 with anticipated attendance of over 1000 <p>Smaller Statewide Partners must provide documentation, which may include but is not limited to:</p> <ul style="list-style-type: none"> ○ A letter of support for the event from a local government, Destination Marketing Organization, Special Improvement District, Business Improvement District, Urban Enterprise Zone, Local Development Corporation, Economic Development Corporation, or similar entity.
<p>Event Grant Award Amount*</p>	<p>1. Large Scale, Multi-Day, Multi-Location Events</p> <ul style="list-style-type: none"> ○ \$3 million total; ○ Up to \$1.5 million per Large Event Partner; ○ Up to three (3) Large Event Partners; ○ No award may be more than 50% of the anticipated total cost of the cumulative events; ○ Choose New Jersey must consider geographic diversity of the Large Scale, Multi-Day, Multi-Location Events as a whole across North, Central and South Jersey when allocating these funds. <p>2. Smaller Statewide Initiatives</p> <ul style="list-style-type: none"> ○ \$2 million total; ○ Minimum of 21 awards to Smaller Statewide Partners with a minimum award of \$50,000 and a maximum of \$100,000; ○ No award may be more than 50% of the total cost, which includes in-kind, of the respective Smaller Statewide Initiative; ○ Choose New Jersey must consider geographic diversity as a whole across North, Central and South Jersey when allocating these funds.

<p>Funding Disbursement</p>	<ol style="list-style-type: none"> 1. Large Scale, Multi-Day, Multi-Location Events. Funds in the amount of \$3 million will be disbursed by NJEDA to Choose New Jersey to support the approved Large Event Partner implementation of large-scale regional events, up to \$1.5 million per Large Event Partner, each designed to showcase diverse cultural programming and draw media attention. 2. Statewide Smaller Initiatives. Funds in the amount of \$2 million will be disbursed by NJEDA to Choose New Jersey to support the approved Smaller Statewide Partners implementation of smaller initiatives across New Jersey, including but not limited to regional fairs, community festivals, and watch parties.
<p>Terms</p>	<p>Choose New Jersey will ensure that the following terms applicable to the Large Event Partners, and Smaller Statewide Partners (collectively, “Partners”) will be included in its agreements with any Partners, as applicable:</p> <ol style="list-style-type: none"> 1. Large Event Partners may charge an event admission fee of up to \$20 per person. Smaller Statewide Partners may charge an event admission fee of up to \$10 per person. 2. Partners may not use grant funds for VIP experiences. 3. Choose New Jersey shall disburse funds to Large Event Partners and Smaller Statewide Partners based upon the following milestones: <ul style="list-style-type: none"> • 75% at Agreement Execution • 25% upon the Large Event Partners and Smaller Statewide Partners satisfactory completion of the event, submission of a detailed accounting of funds spent as identified on the applicants detailed budget at the time of application and submission of an economic impact report. 4. Large Event Partners and Smaller Statewide Partners may utilize up to five percent (5%) of the NJEDA funds issued toward administrative, personnel and overhead costs incurred in connection with such events. 5. All of Partners’ events must comply with FIFA guidelines and local permits, and must prioritize cultural diversity and small businesses. 6. Partners must include NY/NJ Host Committee Welcome World Badge in all promotional material, in compliance with the Welcome World Badge branding guidelines as attached as Attachment B to Amendment 1 to the Agreement.

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| | <ol style="list-style-type: none">7. Partners must incorporate the official “This is New Jersey” marketing materials at the event(s).8. Large Event Partners and Smaller Statewide Partners must provide an economic impact report to Choose New Jersey within 30 days post-event, which must include but is not limited to, event attendance, small businesses utilization, job data and overall economic impact as a result of the event.<ul style="list-style-type: none">• Large Event Partners and Smaller Statewide Partners will also provide a detailed general ledger of all expenses paid against the grant, organized by allocation buckets: Advertising & Marketing, Contracts & Consultants, Event Planning, Event Production, Security & Safety and Other• Required template for Economic Impact Report will be posted to this site after awards are made to recipients• Choose New Jersey will share this report with the Host Committee and NJEDA within thirty (30) business days from FIFA World Cup 2026 Final.9. Partners will use best efforts to ensure environmental best practices during events, such as: event waste management (recycling, monitoring waste streams, coordinating with municipal/county recycling coordinators, handling harder to recycle textiles such as banners and signage), promoting mass transit usage for attendees, providing water bottle filling stations to reduce single use plastic.10. Large Event Partners will comply with and require all contractors performing work in relation to the Project to comply with the State prevailing wage rate where applicable, together with the other NJEDA prevailing wage requirements set forth in N.J.S.A. 34:1B-5.1 and the affirmative action rules and regulations in connection with any construction contracts for the Project as set forth in N.J.S.A. 34:1B-5.4 and implementing regulations set forth in N.J.A.C. 19:30-3.1 et seq.11. Any changes made to these guidelines must be approved by Choose New Jersey in collaboration with the Host Committee and the NJEDA. |
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ATTACHMENT B TO GRANT AGREEMENT
BRANDING GUIDELINES

[See Attached.]