

July 14, 2025

Via Federal Express Overnight & Email

CP Event Center Operations, LLC
c/o Viking Companies, LLC
2579 SW 87th Drive
Gainesville, FL 32608
Attn: Svein Dyrkolbotn
Email: svein@vikingcompanies.org

**Re: NOTICE OF TERMINATION
Operations and Maintenance Agreement Between Alachua County, FL
and CP Event Center Operations, LLC, Alachua County Multi-Purpose
Sports Center, effective July 23, 2021 (“Agreement”)**

Dear Mr. Dyrkolbotn:

My firm serves as legal counsel to Alachua County, Florida (“County”), in connection with the above-referenced Agreement between the County and CP Event Center Operations, LLC (“Operator”). On June 10, 2025, you received the County’s Notice of Default (the “Notice of Default”) pursuant to the terms of the Agreement. Subsequently, on July 3, 2025, the County received your response to the Notice of Default (the “Response”). While the Response provided historic background information regarding your operations of the Sports Center and a request to restructure the terms of the Agreement, the Operator failed to cure the defaults detailed in the Notice of Default. Therefore, on July 8, 2025, the Board of County Commissioners approved and authorized the termination of the Agreement with an effective date of the termination being 5:00 p.m. on September 30, 2025.

In the coming days the County will negotiate the terms of a transition agreement between the County and the Operator in order for the Operator and its third-party manager RADDSports Alachua CP, LLC (“RADDSports”) to continue to operate and manage the Multi-Purpose Sports Center (the “Center”) on a limited basis through 5:00 p.m. on September 30, 2025. As you know, the purpose of this limited continued operation is to prevent disruption of the summer camps and other previously scheduled events that you have booked through September 30th and allow for an orderly transfer of operations and management to the County. The Operator is required to continue to operate and manage the Center in accordance with the terms of the Agreement until such time as the terms of the transition agreement has been executed and modifies such terms.

Please note that, especially given the concerns raised by the defaults identified in the Notice of Default, the County's review of the Operator's compliance with the Agreement remains ongoing. The County does not waive any rights or remedies with respect to any default identified in the Notice of Default, any other default that may exist under the Agreement, or any obligations of Operator under the Agreement. All rights and remedies the County has or may have under the Agreement and applicable law (including but not limited to the right to seek damages and other relief for the Operator's defaults) are expressly preserved.

We also emphasize that the County expects the Operator to provide full transparency regarding the collection of all forms of revenues, timely payment of all expenses related to the Center's operation and fully comply with all terms of the Agreement moving forward until the Operating Agreement terminates at 5:00 p.m. on September 30, 2025. The County requires monthly reports of the current financial condition of the Center and its operations including its cash position and all accounts payable, starting with the period ending as of June 30, 2025 through the period ending September 30, 2025. All records including but not limited to contracts, invoices, bills, statements, receipts, journals, ledgers, policies, reports, papers, correspondence, sales tax returns, federal and state tax returns, memoranda, and other records of the Operator which are pertinent to the Operating Agreement, regardless of whether in paper or electronic format are to be preserved and turned over to the County and no property may be removed from the Center until a full inventory may be undertaken by the County to establish the source of funding for such property. This will include all property alleged to have been funded by RADDSports as described in its letter dated July 8, 2025, addressed to the County Manager and the Board of County Commissioners. Property ownership rights will be identified and dealt with in the transition agreement. The County expects full cooperation by the Operator with respect to the County's efforts to create an inventory.

Again, nothing in the letter waives any of the County's rights to seek damages or other relief respect to any monetary or non-monetary default of the Operator under the Agreement.

Per Article XXVI of the Agreement, the County requests that the Operator promptly acknowledge receipt of this notice by email to kartin@bmolaw.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kenneth Artin", is written over a light blue horizontal line.

Kenneth Artin

cc (via FedEx Overnight & Email):
CP Event Center Operations, LLC
c/o Viking Companies, LLC
Email: svein@vikingcompanies.org