



# CITY OF PALM BEACH GARDENS

10500 N. MILITARY TRAIL PALM BEACH GARDENS, FLORIDA 33410-4698

## MILESTONE DETERMINATIONS

Pursuant to the Fund-Raising and Construction Plan (the Plan or Exhibit “C”) of the Public Private Partnership (P3) Agreement between the Palm Beach North Athletic Foundation (PBNAF) and the City of Palm Beach Gardens (dated April 4, 2024) within 6 months following execution of the P3 Agreement, PBNAF was required to secure funding in the amount of \$6.5M. Secured funds are defined in the Plan as cash on deposit in a bank in Florida, approved loan proceeds, committed and legally enforceable donor pledge, and any other certified source of funds in a form such that federally insured lending institutions would accept as collateral sufficient to secure a loan.

On October 1, 2024, a Donation Agreement between PBNAF and Larry Robbins (Donor) was reviewed to determine whether PBNAF had satisfied the 6-month funding milestone as set forth in the Plan. After reviewing the Donation Agreement, it was apparent that said agreement qualified as “secured funds” as it constitutes a legally enforceable donor pledge from the Larry and Sarahmay Robbins Donor Advised Fund and such pledge is personally guaranteed by Mr. Robbins. Meaning, Mr. Robbins is legally responsible for the donation as an individual, which is an enforceable promise to pay.

The Plan further required that within 15 months following execution of the P3 Agreement PBNAF must secure the remainder of all financing necessary to construct the Project and commence vertical construction. That deadline is July 3, 2025. On June 25, 2025, a Second Donation Agreement (Second Agreement) between PBNAF and Larry Robbins (Donor) was reviewed to determine whether PBNAF had satisfied the final funding milestone as set forth in the Plan.

The Second Agreement is virtually identical to the first Donation Agreement except the Second Agreement obligated Mr. Robbins to donate an additional \$41.5M through the Larry and Sarahmay Robbins Donor Advised Fund. The additional pledge of \$41.5M was also personally guaranteed by Mr. Robbins, just as in the first Donation Agreement.

The Second Agreement does provide mechanisms to reduce the \$41.5M pledge, which may be reduced by the amount of additional donations and/or pledges received by PBNAF after producing financial documentation from the substitute donor that is sufficient for the City to determine the financial viability of the proposed substitute donation. Approval of the substitution donation must be in writing and signed by both the City Manager and City Attorney.

Also, upon receiving senior debt financing, a reduction in the amount of the \$41.5M pledge shall only become effective upon receipt by the City Manager and City Attorney of a bank statement from PBNAF evidencing receipt of cash on deposit in a bank in Florida equal to the amount of the proposed donation reduction and an affidavit from an authorized officer of PBNAF certifying that such bank statement is true and correct.

After review, it was apparent that the Second Donation Agreement qualified as “secured funds” as it constitutes a legally enforceable donor pledge from the Larry and Sarahmay Robbins Donor Advised Fund, which is also personally guaranteed by Mr. Robbins. Additionally, vertical construction timely commenced on July 2, 2025.