Beach Recovery Foundation Inc.

One World Trade Center, Suite 8500, New York

Brand Partner Seat — Terms and Conditions

Effective November 1, 2026 · Agreed upon payment

1. Parties and nature of the arrangement

These terms govern the purchase of a Brand Partner Seat ("Seat") at the Beach Recovery Showroom, Miami Beach (the "Showroom") for Art Basel week, December 2026 and the following season (the "Term"). The Seat is offered by Beach Recovery Foundation Inc. (the "Foundation"). Payments are collected by J&G Capital Partners, Inc. ("J&G"), which operates the Showroom on the Foundation's behalf. "Partner" means the organization named in the payment memo and confirmation email. A Seat is a marketing and hospitality arrangement. It is not a donation, is not tax-deductible, and confers no ownership, membership, voting, profit or other interest in the Foundation, J&G, the Coastal Legacy Fund or any affiliate.

2. Seats, price and exclusivity

Six Seats exist. Seat one is reserved; five Seats are available at $10,000 each. One brand per category: category exclusivity is confirmed in writing by the Foundation at the time the Seat is confirmed and is held for the Term. Seats are allocated in order of commitment.

3. Payment, tranches and holding

Payment is by Zelle to J&G Capital Partners, Inc. (token JGCAPITAL) with the Partner's organization name and the word SEAT in the memo, or by wire on request. A Seat is held from receipt of a first tranche of not less than $2,000. The balance is due within 14 days of the first tranche unless otherwise agreed in writing. If the balance is not received in that time the hold is released and the first tranche is refunded, less any third-party costs already incurred for the Partner's booth or assets. A Seat is confirmed when the full $10,000 has been received. Zelle payments are immediate and cannot be reversed; the Partner is responsible for confirming the recipient reads J&G CAPITAL PARTNERS, INC. before sending.

4. What the Seat includes

For the Term: one dedicated booth in the Showroom's indoor live trade show for Art Basel week and the season; the Partner's brand on the red-carpet backdrop for the opening evening; VIP Showroom and lounge access for the Partner's organization, guests and clients during Art Basel week; placement across the Foundation's film, documentary, digital, print and on-site channels with an estimated advertising value of $170,000, substantiated in a post-event media report; two numbered Founder Kits; one commissioned piece from the Foundation's collaborating-artist roster co-signed to the Partner's brand; one private Chairman's dinner with the Founder & Chairman, Vice Chairman and Board of Directors during Art Basel week; a listing on beachrecoveryfoundation.org and a feature in the quarterly newsletter; and a right of first renewal for the same Seat at the Foundation's 2027 events. Advertising value is the Foundation's good-faith estimate of equivalent media placement and is not a guarantee of impressions, attendance or outcomes.

5. Partner obligations

The Partner will deliver booth artwork, logo files and product display details by the asset deadline in the booth checklist (no later than 14 days before opening); staff its booth during published Showroom hours for Art Basel week; comply with Showroom house rules, Miami Beach regulations and the landlord's requirements; and conduct itself in a manner consistent with the Foundation's mission and the Beach Recovery Identity Guidelines. The Partner may not sublicense, share or resell its booth or Seat. No competing shoreline-protection product may be displayed.

6. Brand use

Each party grants the other a non-exclusive, royalty-free license to use its name and logo during the Term solely to promote the Showroom, the Art Basel week program and the partnership, in accordance with the owner's brand guidelines. The Partner consents to being photographed and filmed at the Showroom and to the Foundation's use of that footage in the Saving BÚ film, the documentary series and its channels. Neither party will state or imply any endorsement beyond the partnership described here.

7. Confidential briefings

Any briefing on the Coastal Legacy Fund or upcoming shoreline projects is provided for information only, under a separate non-disclosure agreement, and is not an offer or solicitation of securities or an investment recommendation.

8. Changes, postponement and force majeure

Dates, programming, booth positions and the floor plan are concept plans and may be adjusted. If Art Basel week programming is postponed or cannot proceed for reasons beyond the Foundation's reasonable control (including weather, public-health orders, landlord or municipal action), the Foundation will reschedule or provide equivalent placement in the following season; this is the Partner's sole remedy in such a case.

9. Cancellation and refunds

A Partner may cancel in writing. Cancellation more than 30 days before opening: refund of amounts paid less $2,000 and any third-party costs incurred. Cancellation 30 days or fewer before opening: no refund. The Foundation may cancel a Seat and refund amounts paid, less third-party costs incurred, if the Partner breaches these terms and does not cure within seven days of notice, or if the Partner's conduct, in the Foundation's reasonable judgment, is inconsistent with its mission. Refunds are returned by Zelle or wire to the account they came from.

10. Liability

The Partner is responsible for its own property, staff and guests at the Showroom. Neither party is liable to the other for indirect, consequential or lost-profit damages. Each party's total liability under this arrangement is limited to the amount paid for the Seat. Nothing here limits liability for fraud or willful misconduct.

11. General

These terms, the confirmation email and the booth checklist are the whole agreement for the Seat and replace prior discussions. They are governed by the laws of the State of Florida, with venue in Miami-Dade County. If any provision is unenforceable the rest remains in effect. Payment of any amount toward a Seat constitutes acceptance of these terms. Questions: Joseph M. Berger, Vice Chairman & Director, jb@beachrecoveryfoundation.org, +1 (203) 917-1704.