

**ORLANDO SOCCER STADIUM
PROJECT CONSTRUCTION AGREEMENT**

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PROJECT CONSTRUCTION AGREEMENT

THIS PROJECT CONSTRUCTION AGREEMENT ("Agreement") is dated as of _____, 2014 (the "Effective Date"), and entered into by and among the **CITY OF ORLANDO, FLORIDA**, a municipal corporation of the State of Florida (the "City"), and **ORLANDO SPORTS HOLDINGS, LLC**, a Delaware limited liability company (the "Project Developer").

RECITALS:

A. On October 7, 2013, the City, the Project Developer, Orlando Sports Holdings, LLC, a Delaware limited liability company ("OSH"), entered into a Memorandum of Understanding (the "MOU"), which agreement sets forth the basic understandings and elements relating to the design, construction, financing, use and operation of a new soccer stadium in the City of Orlando ("Soccer Stadium"), as defined below.

B. The City, Orange County, Florida, a charter county and political subdivision of the State of Florida (the "County"), and the City of Orlando, Florida Community Redevelopment Agency, a political body corporate and politic created, existing and operating under Part III of Chapter 163 of Florida Statutes (the "Agency") entered into the Third Amendment to Orlando/Orange County Interlocal Agreement dated October 22, 2013 and in connection with the Interlocal Agreement dated August 6, 2007 (hereinafter collectively called the "Interlocal Agreement") in order to provide resources for the acquisition, construction, financing and operation of certain community venues, including the Soccer Stadium.

C. OSH has been awarded an MLS franchise for the territory surrounding the city of Orlando, Florida (the "Team") and currently owns the soccer team known as the Orlando Lions.

D. The new Soccer Stadium shall be a first class facility that can be used for the home games of the Team, community, civic, sports and entertainment events and can compete successfully with other venues for such events. The Soccer Stadium will be designed and constructed to accommodate: events of local, regional or national importance such as the home games of the Team, professional soccer exhibitions/friendlies, Confederation of North, Central America and Caribbean Association Football (CONCACAF) matches, National Collegiate Athletic Association (NCAA), Amateur Athletic Union (AAU), other collegiate competition and matches, games of certain other sports as agreed upon by the Parties, concerts, and other civic, political, community and not-for-profit events.

E. The Soccer Stadium will be developed in the City of Orlando on property to be acquired by the City that is located north of Church Street, south of Central Blvd., east of Parramore Avenue and west of Terry Avenue, together with all street rights-of-way within such site, all air rights and air space above such site and all easements and appurtenances associated therewith, the "Project Site".

F. Effective February 24, 2014, the City and OSH entered into the Soccer Stadium Use Agreement (the "Use Agreement"), pursuant to which the City will own, operate and

manage the Soccer Stadium and OSH will use certain portions of the Soccer Stadium at certain times and will cause the Team to play its MLS Home Games at the Soccer Stadium.

G. The Project Developer shall cause the Project Improvements to be designed, developed, constructed, equipped and furnished (together, the "Project") pursuant to the terms of this Agreement. The Soccer Stadium will be owned, managed and operated by the City.

H. The Parties wish to implement the Parties' intentions set forth in the MOU pertaining to the development and construction of the Project to provide detail and clarification of the rights, duties and obligations of the Parties in the development and construction process. Accordingly, this Agreement, the Use Agreement and the various documents and agreements contemplated hereby shall replace the MOU which upon execution of this Agreement, the Use Agreement and the documents and agreements contemplated hereunder and thereunder shall have no further force or effect.

I. The Orlando City Council has determined that it is in the best interest of the City to retain the Project Developer to manage and administer the Project and to cause the Project to be developed and constructed pursuant to the terms and conditions stated herein.

J. The Project Developer has agreed to manage, administer and oversee the development and construction of the Project on behalf of the Parties, and to cause the Project to be developed and constructed pursuant to the terms and conditions stated herein.

K. The health, safety and general welfare of the residents of the City are directly dependent upon the continual encouragement, development, growth and expansion of business, commerce and tourism. Attraction of business and tourism to the City as a result of the development of the Soccer Stadium and its accessory uses will be an important factor in the continued encouragement, promotion, attraction, stimulation, development, growth and expansion of business, commerce and tourism within the City. The development and promotion of a multipurpose sports and entertainment complex on public property will provide significant benefits to the general public.

L. In view of the foregoing, the Orlando City Council has determined that the development of the Project, pursuant to the terms of this Agreement, is in the best interest of the City and the welfare of its residents, and in accord with valid public purposes.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings indicated below or unless a different meaning is specifically provided or unless the context otherwise requires:

"AAA" shall have the meaning given to it in Section 11.1(d)(i) hereof.

"Action(s)" shall mean any lawsuit, proceeding, Arbitration or alternative dispute resolution process, Governmental Authority investigation, hearing, audit, claim, appeal, administrative proceeding or judicial proceeding.

"ADA" shall mean the (i) 2010 Americans with Disabilities Act of 1990 ("ADA") Standards for Accessible Design and the guidelines and regulations issued thereunder by the United States Department of Justice and with (ii) the 2012 Florida Accessibility Code for Building Construction accessibility of places of public accommodation and commercial facilities.

"Advanced Funds" shall mean those funds that either the Project Developer or the City, as the case may be, advanced for expenditure towards Project Costs prior to the Effective Date hereof.

"Advisor" means the entity(ies) which has been retained by the City to provide advice, consultation, review and implementation services in connection with the Project.

"Affiliate(s)" of a specified Person or Party shall mean a Person who: (i) is directly or indirectly controlling, controlled by, or under common control with, the specified Person; (ii) owns directly or indirectly more than fifty percent (50%) of the equity interests of the specified Person; or (iii) is a general partner of the specified Person or of any Person described in (i) or (ii) above.

"Agency" shall have the meaning set forth in Recital B hereof.

"Agreement" shall mean this Soccer Stadium Project Construction Agreement dated as of the Effective Date, by and between the City and the Project Developer, together with all schedules, exhibits and appendices thereto, as the same may be amended, supplemented, modified, renewed, or extended from time to time.

"Applicable Law" shall mean (i) any statute, law, treaty, rule, code, ordinance or regulation within the jurisdiction of the Governmental Authority promulgating the same, including the ADA and Environmental Laws, that is applicable to the Project or to Persons, facilities or activities within the Project, or (ii) any judgment, decision, decree, injunction, writ, order or like action of any court, Arbitrator or other Governmental Authority with respect to any of the foregoing, the enforceability of which has not been stayed or appealed.

"Application for Payment" means a request for payment of a Project Cost (and required supporting documentation) submitted by a Person with a Contract, the CCR, or another Person with an agreement with the City.

"Arbitrable Dispute" shall mean any Dispute between or among the Parties or their Affiliates relating to this Agreement, unless specifically provided otherwise herein.

"Arbitration" shall have the meaning set forth in Section 11.1(d) hereof.

"Arbitration Panel" shall have the meaning set forth in Section 11.1(d)(ii) hereof.

"Arbitrator" shall have the meaning set forth in Section 11.1(d)(ii) hereof.

"As-Built Plans" means reproducible record drawings and electronic (CADD) drawings of the Construction Documents, per Section 4.4.17 of the Design Architect Contract, noting all deviations between the Work and the Construction Documents, including those deviations established by Change Order.

"Assumption Agreement" shall have the meaning set forth in Section 15.2(a) hereof.

"Bankruptcy Code" shall mean the United States Bankruptcy Code, as the same may be amended from time to time.

"Bankruptcy Court" shall mean the United States Bankruptcy Court having jurisdiction over the Parties or a Party.

"Blueprint" shall have the meaning set forth in Section 3.3 hereof.

"Blueprint Plan" shall have the meaning set forth in Section 3.3 hereof.

"Budget Cap" shall have the meaning set forth in Section 7.2 hereof.

"Business Day" shall mean a day of the year that is not a Saturday, Sunday, Legal Holiday or a day on which national banks are not generally required or authorized to close in Orlando, Florida. The use herein of the word "day", as opposed to "Business Day", means a calendar day.

"Casualty" shall mean any damage, destruction or other property casualty of any kind or nature, ordinary or extraordinary, foreseen or unforeseen resulting from any cause, including any Force Majeure Event.

CCIP shall have the meaning as set forth in Exhibit "D" hereof.

"CCR and Advisor Costs" shall have the meaning set forth in Section 7.4(b) hereof.

"GMP Review Session" shall have the meaning set forth in Section 5.3(e) hereof.

"Certificate of Insurance" shall have the meaning set forth in Exhibit "D" attached hereto.

"Certificate of Occupancy" shall mean a temporary or final (as the case may be) certificate of occupancy or other applicable certification or approval of a Governmental Authority for the use and occupancy of all or any portion of the Soccer Stadium.

"Change Order(s)" shall have the meaning set forth in Section 6.6(a) hereof.

"Change Order Request(s)" shall have the meaning set forth in Section 6.6(a) hereof.

"City" means the City of Orlando, Florida.

"City Allowance" shall mean the sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) which amount shall be contained within the Construction Budget, separate and apart from any Project contingency, from which the City shall have the ability, in its sole discretion, to authorize expenditures relating to the Project Improvements. The City may use the City Allowance for any legal purpose related to the design, construction, furnishing and equipping of the Project Improvements, including the payment of CRCOs. Any use by the City of the City Allowance shall be subject to the limitations on City requested change orders as set forth in Section 6.6(b). All costs paid by or from the City Allowance shall be considered Project Costs. If any City Allowance remains uncommitted thirty (30) days prior to the Substantial Completion Date, the City will release any remaining unused and uncommitted City Allowance funds for other uses within the Construction Budget.

"City Construction Representative" or "CCR" shall have the meaning set forth in Section 2.5 hereof. "CCR" shall also mean, where applicable, the CCR's designee as provided in Section 2.5 hereof.

"City Contribution" shall mean the City will contribute Four Million Dollars (\$4,000,000.00) in investment income. In addition to the City Contribution, the City will participate in the purchase of City-Furnished Materials as described in Section 2.2 herein, with the goal of producing One Million Dollars (\$1,000,000) in sales tax savings.

"City Default" shall have the meaning set forth in Section 9.2 hereof.

"City Default Notice" shall have the meaning set forth in Section 9.1 hereof.

"City Funding Determination" shall have the meaning set forth in Section 7.7(d)(ii) hereof.

"City-Furnished Materials" shall have the meaning set forth in Section 2.2 hereof.

"City-Furnished Materials Costs" shall mean those Project Costs attributable to the purchase and acquisition of the City-Furnished Materials.

"City Indemnified Persons" shall mean the City, the CCR, the Advisor, and their respective elected officials, appointed officials, board members, officers, directors, employees and agents.

"Comparable Facilities" means the following stadiums recently constructed, taken as a whole: (i) BBVA Compass Stadium, Houston, Texas; (ii) PPL Park, Chester, PA; and (iii) Dick's Sporting Goods Park, Commerce City, Colorado.

"Comptroller" shall have the meaning set forth in Section 14.2 hereof.

"Contract TDT Bonds" shall mean the following bonds issued by the City: Contract Tourist Development Tax Payments Revenue Bonds, Series 2014A and any additional series of Contract Tourist Development Tax Payments Revenue Bonds which may be issued by the City from time to time.

"Construction Budget" shall have the meaning set forth in Section 7.4(a) hereof.

"Construction Contract" shall mean the construction contract between the Project Developer and the Prime Contractor, as the same may be amended from time to time in accordance with this Agreement.

"Construction Documents" shall mean the working construction drawings and specifications describing the size, character, appearance, functionality, design, construction, materials, finishes, structure and mechanical, electrical and all other systems, amenities and components of the Project Improvements, prepared, reviewed and approved in accordance with Section 5.3(d) hereof. The Construction Documents may be modified only in accordance with the terms and conditions of this Agreement.

"Contract(s)" means one or more contracts entered into by the Project Developer relating to the development, design, construction, furnishing or equipping of the Project Improvements.

"Contractor(s)" means one or more contractors selected and engaged by the Project Developer relating to the development, construction, furnishing or equipping of the Project Improvements, not including the Prime Contractor and Design Architect.

"Cost Overruns" shall have the meaning set forth in Section 7.3 hereof.

"County" shall have the meaning set forth in Recital B hereof.

"CRCO(s)" shall have the meaning set forth in Section 6.6(b) hereof.

"Definitive Soccer Stadium Elements" shall have the meaning set forth in Section 5.2(a) hereof.

"Design Architect" shall have the meaning set forth in Section 5.1(a) hereof.

"Design Architect Contract" shall mean the Contract between the Project Developer and the Design Architect, as the same may be amended from time to time in accordance with this Agreement.

"Design Contractors" shall mean the Design Architect, the Design Professionals and the Subconsultants, collectively.

"Design Development Documents" shall mean drawings and specifications illustrating the scope, relationship, forms, size, functionality and appearance of the Project Improvements, by means of plans, sections and elevations, typical construction details, equipment layouts and specifications, including site plans, floor plans, elevations, enlarged floor plans, miscellaneous details and updated outline specifications, prepared, reviewed and approved, subject to the comments and objections provided by the Parties in accordance with Section 5.3(c) hereof. The Design Development Documents shall include preliminary building plans, elevations, sections, building systems, utility systems and structural components and building exterior spaces.

"Design Drafts" shall have the meaning set forth in Section 5.3(f).

"Design Professionals" means the Persons contracted by the Design Architect to design the Project Improvements.

"Design Schedule" shall have the meaning set forth in Section 5.3(a) hereof.

"Design Standards" shall mean the Definitive Soccer Stadium Elements and the Quality Stadium Standard, collectively and taken as a whole, as the same may be modified or approved in accordance with the terms of this Agreement.

"Developer Indemnified Persons" shall mean the Project Developer, the Team, OSH, the Program Manager, the PDR, and their respective members, directors, officers, employees, lenders, secured parties, and agents.

"Disbursement Escrow" shall mean the escrow account (and the funds held therein) established and maintained pursuant to the Disbursement Escrow Agreement.

"Disbursement Escrow Agreement" shall mean the Disbursement Escrow Agreement by and between the City, the Project Developer, and the Escrow Agent.

"Dispute" shall have the meaning set forth in Section 11.1(a) hereof.

"Draw Package" shall have the meaning set forth in Section 7.7(b) hereof.

"Draw Package Submittal Date" shall have the meaning set forth in Section 7.7(c) hereof.

"Effective Date" shall mean the date as of which the Parties entered into this Agreement, as set forth above.

"Environmental Condition" shall mean any Environmental Event that exists or occurs, and any Hazardous Material, on or in the Project Site.

"Environmental Event" shall mean: (i) the spill, discharge, leakage, pumpage, drainage, pourage, interment, emission, emptying, injecting, escaping, dumping, disposing, migration or other release of any kind of Hazardous Materials that may cause a threat or actual injury to human health, the environment, plant or animal life; (ii) the occurrence of any claim pursuant to any Environmental Laws arising out of any of the foregoing; and (iii) any claims, remedial and/or abatement response, remedial investigations, feasibility studies, environmental studies, damages, judgments or settlements arising out of an Environmental Proceeding.

"Environmental Law" shall mean all laws, including any consent decrees, settlement agreements, judgments, or orders, issued by or entered into with a Governmental Authority, pertaining or relating to: (i) pollution or pollution control; (ii) protection of human health or the environment; (iii) the presence, use, management, generation, processing, treatment, recycling, transport, storage, collection, disposal or release or threat of release of Hazardous Materials; and (iv) the protection of endangered or threatened species.

"Environmental Proceeding" shall mean: (i) any notice of any investigation, response action, spill, proceeding, whether executive, administrative or judicial, litigation or litigation

threatened in writing relating to Environmental Laws or other environmental matters concerning property insofar as such investigation, response action, spill, litigation, litigation threatened in writing or proceeding relates to such property; or (ii) receipt of any notice from any Person of (a) any violation or alleged violation of any Environmental Law relating to a property or any part thereof or any activity at the time conducted on any property, or (b) the commencement of any clean up, abatement or control pursuant to or in accordance with any Environmental Law of any Hazardous Materials on or about any such property or any part thereof.

"Environmental Reports" shall have the meaning set forth in Section 4.3 hereof.

"Escrow Agent" shall have the meaning set forth in Section 7.6 hereof.

"Event of Default" shall mean a City Default or a Project Developer Default.

"Excluded Costs" shall have the meaning set forth in Section 7.5 hereof.

"Expedited ADR" shall have the meaning set forth in Section 11.2 hereof.

"Expedited ADR Dispute" shall have the meaning set forth in Section 11.2 hereof.

"FF&E" shall have the meaning set forth in Section 5.2(a).

"Final Completion" means the completion of the construction of the Project Improvements in all material respects in accordance with the Construction Contract and the issuance of a final Certificate of Occupancy for the Project Improvements. For the purposes of this Agreement, the term "Final Completion" also shall include: (i) all material Punch List Items have been completed and accepted by the CCR and the Project Developer; (ii) all applicable Governmental Authorities issuing the Permits have accepted the Work performed pursuant to such Permits as complete and in compliance with the applicable Permits; (iii) final completion of the Work has been certified by the Design Architect as provided in Section 5.1(d) of this Agreement; (iv) the City has received As Built Plans from the Project Developer and has approved the same; (v) the Project Developer, the Prime Contractor and the Contractors have completed the Project close-out requirements in accordance with the Project Commissioning and Close-Out Plan; (vi) all applicable occupancy permits have been obtained that are necessary to allow a public event to be conducted at the Soccer Stadium at full capacity; and (vii) the Work is finally and fully complete and complies with the Design Standards. The Project Developer shall not approve or submit to the City a final Application for Payment for the Prime Contractor prior to the Final Completion of the Project.

"Force Majeure Event" shall mean the occurrence of any of the following: acts of God; acts of the public enemy; the confiscation or seizure by any Government Authority; insurrections; wars or war-like action (whether actual or threatened); arrests or other restraints of government (civil or military); strikes, labor unrest or disputes (in each case without regard to the reasonableness of any party's demands or ability to satisfy such demands); unavailability of or delays in obtaining labor or materials; epidemics; landslides, lightning, earthquakes, fires, hurricanes, storms, floods or other severe weather; explosions; civil disturbance or disobedience; riot, sabotage, terrorism or threats of sabotage or terrorism; injunctions; other governmental action or change in law which prohibits or materially interferes with development or construction

of the Project; power failure; or other cause, whether of the kind herein enumerated or otherwise, in each case, solely to the extent that is not within the reasonable control of the Party claiming the right to delay or excuse performance on account of such occurrence. Notwithstanding the foregoing, for purposes of this Agreement, no action of any Governmental Authority shall, as applied to the City in its capacity as owner of the Project or as a Party to this Agreement (and provided such action of the City is in its proprietary capacity as opposed to its regulatory capacity), be considered governmental actions that excuse or may permit delay in performance by the City, and "Force Majeure Event" shall not include an inability to pay debts or other monetary obligations in a timely manner.

"GAAP" means generally accepted accounting principles in effect in the United States of America from time to time.

"GMP" means the guaranteed maximum price agreed upon between the Developer and the Prime Contractor in the GMP Amendment.

"GMP Amendment" means the amendment to the Construction Contract establishing the terms and conditions on which the Prime Contractor has agreed to construct the Project for a price not to exceed the GMP with Substantial Completion not later than the Substantial Completion Date.

"GMP Documents" shall mean partially complete Construction Documents, including the complete Design Development Documents and complete Construction Documents for certain early award packages such as earthwork and foundations, which documents will form the basis for the Prime Contractor's GMP proposal, prepared, reviewed and approved, subject to the comments and objections provided by the Parties in accordance with Section 5.3(e) hereof.

"Governmental Authority(ies)" shall mean any and all jurisdictions, entities, courts, boards, agencies, commissions, authorities, offices, divisions, subdivisions, departments or bodies of any nature whatsoever and any and all governmental units (federal, state, county, municipality or otherwise) whether now or hereafter in existence. Notwithstanding the foregoing, for purposes of this Agreement, the City: (i) acting in its capacity as owner of the Project or as a Party to this Agreement, shall not be considered a Governmental Authority; and (ii) in the proper exercise of its policy powers, shall be considered a Governmental Authority.

"Green Building Standards" shall have the meaning set forth in Section 5.2(b).

"Hazardous Material" means and includes any hazardous toxic, dangerous, radioactive or infectious material, waste or substance or any pollutant or contaminant defined as such in, and present in quantities that violate, any Environmental Laws relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as may now or any time in the future be in effect, or any other hazardous, toxic or dangerous, waste, substance, or material.

"Indemnified Party" shall have the meaning set forth in Section 10.3 hereof.

"Indemnifying Party" shall have the meaning set forth in Section 10.3 hereof.

"Injunctive Relief" shall mean a temporary restraining order, a preliminary or permanent injunction or similar equitable relief, including specific performance, awarded by a court or Arbitrator of competent jurisdiction.

"Inspector" shall have the meaning set forth in Section 6.4 hereof.

"Interlocal Agreement" shall have the meaning set forth in Recital B hereof.

"Known Environmental Conditions" shall have the meaning set forth in Section 4.3 hereof.

"LEED Certification" shall mean the level of Project certification for green building standards established by The Leadership in Energy and Environmental Design Green Building Rating System of the United States Green Building Council, and as further addressed in Section 5.2(b) hereof.

"LEED Commissioning" shall mean the commissioning of the building energy systems which is one of the key elements of LEED Certification. The objective of LEED Commissioning is to insure that the goals of reduced energy use, lower operating costs and improved occupant productivity have been met.

"Legal Holiday" shall mean any day, other than a Saturday or Sunday, on which the City's administrative offices are closed for business.

"Lien" shall mean, with respect to any property, any mortgage, lien, pledge, charge or security interest, and with respect to the Soccer Stadium or the Project Site, the term "Lien" shall also include any lien for taxes or assessments, builder, mechanic, warehouseman, materialman, construction, contractor, workman, repairman, design professional (e.g. architect, engineer, interior designer), mapper, surveyor or carrier lien or other similar liens.

"Losses" shall have the meaning set forth in Section 10.1 hereof.

"Minority Business Enterprises(s)" or "MBE" shall have the meaning set forth in Section III.A of Exhibit "E" attached hereto.

"MOU" shall have the meaning set forth in Recital A hereof.

"MLS" shall mean Major League Soccer, a joint venture organized under the laws of the State of New York, having its chief executive office currently located at 420 Fifth Avenue, Seventh Floor New York, New York 10018, and any successor or substitute association or entity of which the MLS Team is a member or joint owner and which engages in professional soccer competition in a manner comparable to the Major League Soccer.

"MLS Facilities Standards" shall mean the Major League Soccer Venue Design Requirements, as the same may be amended from time to time.

"MLS Home Game" shall mean any pre-season, regular season or playoff game between the Team and any other MLS member team that is scheduled by the MLS to be played at the

Soccer Stadium. MLS Home Games shall not include any neutral site game, even if the Team is designated as the "home" team.

"MLS Stadium Funds" means the Twenty Million Dollars (\$20,000,000) to be made available pursuant to the Interlocal Agreement for the construction of the Soccer Stadium, which funds shall be produced upon the satisfaction of the conditions precedent in Section 6.1.4 of the Interlocal Agreement and Section 16.2 hereof. The MLS Stadium Funds shall be funded by issuance of Contract TDT Bonds.

"Neutral Party" shall have the meaning set forth in Section 11.2 hereof.

"Non-CCNA Contract" means a Contract with respect to which the payment for Work thereunder constitutes Non-CCNA Costs.

"Non-CCNA Costs" shall mean those Project Costs which are attributable or related to: (i) Work performed by the Design Architect, the Design Professionals and the Subconsultants (if the Design Architect was not selected by an open, competitive procurement process pursuant to Section 287.055, *Florida Statutes*), and (ii) any Work performed by any Contractors, Design Contractors, vendors or any other contractors of any type which have not been selected pursuant to an open competitive procurement process pursuant to either Section 287.055, *Florida Statutes* or Section 255.20, *Florida Statutes*, as applicable.

"Non-Relocation Agreement" means that certain agreement among OSH and City pursuant to which OSH covenants that the Team agrees to play its MLS Home Games at the Soccer Stadium for the next 25 years among other terms.

"Off-Site Utility Work" shall have the meaning set forth in Section 2.6 hereof.

"Opening Events" shall have the meaning set forth in Section 6.12 hereof.

"OSH" shall have the meaning set forth in Recital A hereof.

"OSH Annual Capital Contribution" means the annual payment of Six Hundred Seventy-Five Thousand Dollars (US \$675,000) by OSH to the City for twenty-five (25) successive years. OSH Annual Capital Contribution shall be paid to the City on or before December 31, 2015 and each successive OSH Annual Capital Contribution shall be paid to City on or before each December 31st, thereafter for the remaining twenty-five (25) years.

"OSH Contribution" shall be the sum of Thirty Million Dollars (US \$30,000,000.00) in cash currency of the United States of America ("Cash Deposit") which has been delivered by OSH to the City and deposited into the Project Development Fund.

"Other Contracts" shall have the meaning set forth in Section 3.5 hereof.

"Parties" shall mean the City and Project Developer. The term "Party" shall refer to either the City or the Project Developer, as applicable.

"PD Warranty Period" shall mean the period of time the Prime Contractor, the Contractors and the Subcontractors are required to warranty and guaranty that the Work is free from defects and nonconformities. For the purposes of this Agreement, the PD Warranty Period for all Contracts pertaining to construction, equipping or furnishing the Project Improvements shall be that period of time terminating one (1) year after the date of Substantial Completion. Notwithstanding the above, the Project Developer shall require warranties and guaranties to be provided by the Prime Contractor, Contractors and Subcontractors as provided in Section 6.3(f) hereof.

"Permits" means all permits, consents, approvals, authorizations, variances, waivers, certificates and approvals from all Governmental Authorities, utility companies and any other Person which are required for the planning, design, construction, furnishing, equipping, completion, use and occupancy of the Project and the Project Improvements.

"Permitted MLS Membership Transfer" shall have the meaning set forth in Section 15.2(c) hereof.

"Permitted Transfer(s)" shall have the meaning set forth in Section 15.2 hereof.

"Permitted Transferee" shall have the meaning set forth in Section 15.2 hereof.

"Person" shall mean any natural person, firm, partnership, association, corporation, limited liability company, trust, entity, public body, authority, governmental unit or other entity, as applicable.

"Preliminary Budget" shall have the meaning set forth in Section 7.4(a) hereof.

"Prime Contractor" means the licensed general contractor selected by the Project Developer, in accordance with this Agreement, to construct all or part of the Project Improvements.

"Principal Contracts" shall have the meaning set forth in Section 3.5 hereof.

"Program Manager" shall mean ICON Venue Group, LLC, a Delaware limited liability company, which has been retained by Project Developer to provide advice, consultation, review and implementation services in connection with Project procurement, pre-construction scheduling, budget/costs and construction. The reasonable costs of the Program Manager shall be Project Costs and shall be paid from the OSH Contribution.

"Progress Report" shall have the meaning set forth in Section 8.2 hereof.

"Project" shall have the meaning set forth in Recital G hereof.

"Project Bonds" shall have the meaning set forth in Section 6.7 hereof.

"Project Commissioning and Close-Out Plan" shall have the meaning set forth in Section 6.11 hereof.

"Project Costs" shall mean all costs (including all hard costs and soft costs) and expenses of planning, designing, constructing, furnishing and equipping the Project Improvements, including: architectural, design and engineering services associated with the planning, design and construction of the Project Improvements; all costs and expenses for obtaining all Permits or approvals associated with the Project; all design fees, development costs, insurance and professional services such as Project related legal costs (which shall relate solely to construction and development related matters and shall not include any legal costs associated with representation of the Project Developer, Team, OSH or the City in connection with this or any other agreement between the Parties); accounting and consulting fees; all labor, materials, furniture, fixtures, equipment (including in concession areas); services (including fees of Program Manager, Prime Contractor, Contractors, Subcontractors, Design Architect, Design Professionals, Subconsultants, engineers and other consultants or service providers); general conditions costs; reasonable and customary administrative costs; and adequate contingencies and reserves; provided, however, that in no event shall "Project Costs" include the costs of (i) Site Work; (ii) Off-Site Utility Work; (iii) Excluded Costs, (iv) capital improvements reserves, (v) bond reserves, (vi) capitalized interest, or (vii) financing costs. For the purposes of "Project Costs", the term "reasonable and customary administrative costs", and those Persons whose reasonable and customary administrative costs shall be Project Costs, shall mean those reimbursable expenses and Persons described on Exhibit "Q" attached hereto (which schedule of reimbursable expenses may be updated and modified upon the mutual agreement of the CCR and Project Developer). Exhibit "Q" shall not apply to non-CCNA and non-public costs.

"Project Developer" shall mean Orlando Sports Holdings, LLC, a Delaware limited liability company, and shall include any successor or assignee pursuant to Article XV hereof.

"Project Developer Default" shall have the meaning set forth in Section 9.1 hereof.

"Project Developer Default Notice" shall have the meaning set forth in Section 9.2 hereof.

"Project Developer Representative" or "PDR" shall have the meaning set forth in Section 3.4 hereof.

"Project Development Fund" shall mean the account(s) and/or investments established and maintained by the City to hold all of the funds and amounts collected and/or provided (or to be collected and/or provided) by the City for the payment of Project Costs pursuant to the Interlocal Agreement, Applicable Law, applicable bond documents and this Agreement (together with all interest and income earned thereon). The funds to be deposited and maintained in the Project Development Fund shall consist of: (i) the net proceeds of the Contract TDT Bonds; (ii) the net proceeds of the Sales Tax Bonds, if any; (iii) the net proceeds of a loan from the City's internal banking fund; (iv) the OSH Contribution; and (v) interest and income earned on all of the foregoing, less financing costs required to be paid from the foregoing funds pursuant to the Interlocal Agreement.

"Project Funds" shall mean all of the funds held from time to time in the Project Development Fund, collectively.

"Project Improvements" shall mean the improvements comprising the Soccer Stadium and related Project improvements, as described in this Agreement and in the Construction Documents, including related parking, utilities, hardscape, landscaping and public art. The "Project Improvements" shall not include any improvements or work which are the responsibility of the City hereunder.

"Project Schedule" shall have the meaning set forth in Section 8.1 hereof.

"Project Site" shall have the meaning set forth in Recital E hereof.

"Project Site Delivery Date" shall have the meaning set forth in Section 4.1 hereof.

"Pro Rata" shall mean the respective pro rata obligation of the City and the Project Developer for the payment of all Project Costs up to the Budget Cap. The intent of the Parties is that the total Project Costs up to an amount equal to the Budget Cap shall be paid by the Parties pro rata, with the City's pro rata share initially estimated to be 23% and the OSH pro rata share initially estimated to be 77%. In calculating each Party's share of the total Project Costs: (i) each Party shall be credited with any Advanced Funds expended by such party; (ii) the City shall be credited with City-Furnished Materials Costs paid by the City in excess of its Pro Rata share of the same; and (iii) the Project Developer shall be credited with any Non-CCNA Costs paid in excess of Project Developer's Pro Rata share of the same.

"Pro Rata Costs" shall mean those Project Costs, up to the Budget Cap, other than Non-CCNA Costs and City-Furnished Materials Costs.

"Public Sector Change Order Limitation" shall have the meaning set forth in Section 6.6(b) hereof.

"Punch List Items" mean those minor items identified during the Substantial Completion inspection which: (i) are at variance with the Construction Documents as of Substantial Completion, and (ii) do not materially interfere with the use and occupancy of the Project. Punch List Items shall be completed or corrected by the Prime Contractor or responsible Contractor(s) within a commercially reasonable period of time, but in no event later than one hundred eighty (180) days after the date of Substantial Completion.

"Purchase Order" shall have the meaning set forth in Exhibit "B" attached hereto.

"Quality Stadium Standard" shall mean the quality which the Project Developer shall develop, design and construct the Soccer Stadium to meet, which shall include the current MLS standards for facilities and within the Budget Cap (as defined herein). The Soccer Stadium will be comparable in scope and quality, taken as a whole, to the Comparable Facilities and as further defined in Section 5.2(d) hereof.

"Records and Reports" shall have the meaning set forth in Section 14.2 hereof.

"Recovery Plan" shall mean a written plan prepared by the Prime Contractor or a Contractor which addresses an anticipated or actual delay to an item on the critical path of the

Project Schedule, and which describes in detail how the Work will be completed by the Substantial Completion Date notwithstanding such anticipated or actual delay.

"Reporting Person" shall have the meaning set forth in Section 14.2 hereof.

"Requisition Form" shall have the meaning set forth in Exhibit "B" attached hereto.

"Response Action" shall mean the investigation, cleanup, removal, remediation, containment, control, abatement, monitoring of or any other response action to the existence of an Environmental Event or the presence of Hazardous Materials in, on, at, under or emanating from the Project Site.

"Sales Tax Bonds" shall mean the bonds issued by the City and supported by the State of Florida sales tax rebate, the proceeds of which are included in the Project Development Fund for use towards Project Costs, if applicable.

"Schematic Design Documents" shall mean drawings and specifications illustrating the general scope, relationship, forms, size, functionality and appearance of the Project Improvements, by means of plans, sections and elevations, including site plans, floor plans, elevations, and outline specifications, prepared, reviewed and approved, subject to the comments and objections provided by the Parties in accordance with Section 5.3(b) hereof.

"Significant Event Report" means a report submitted by the Project Developer to the City providing notice of the occurrence of a Force Majeure Event or other situation, occurrence or event having a material adverse impact on the Work.

"Site Costs" shall have the meaning set forth in Section 4.1 hereof.

"Site Obligations" shall mean all of the obligations and responsibilities as set forth in Article IV hereof, including the Site Work, and the Environmental Obligations.

"Site Work" shall have the meaning set forth in Section 4.2 hereof.

"Site Work Plans" shall have the meaning set forth in Section 4.2 hereof.

"Soccer Stadium" shall have the meaning set forth in Recital D hereof.

"Soccer Stadium Plans" means such program statements, schematics, plans, drawings and documents that fix and describe the size, character and design of the Project Improvements, including, as applicable, the Schematic Design Documents, the Design Development Documents and the Construction Documents and as set forth in Section 5.1(a) hereof.

"Streetscape" shall have the meaning set forth in Section 3.2 hereof.

"Subconsultant(s)" means any Person in privity with a Design Professional or any other Subconsultant at any tier to perform a portion of the Work.

"Subcontractor(s)" means any Person in privity with the Prime Contractor, a Contractor or any other Subcontractor at any tier to perform a portion of the Work. Subcontractors include suppliers of materials or equipment. An agreement between a Subcontractor and the Prime Contractor, a Contractor or another Subcontractor may be referred to herein as a "Subcontract."

"Substantial Completion" or "Substantially Completed" means the completion of Project Improvements to the extent that: (i) the City is legally entitled to occupy, operate and use the Project and any necessary appurtenances, and the Project Developer has obtained all applicable Permits including, but not limited to, a Certificate of Occupancy, including Temporary Certificate of Occupancy, and other certificate(s) of occupancy from applicable Governmental Authorities necessary for the City to operate, occupy and use the Project for the intended purposes including conducting a public event, and (ii) the Design Architect delivers a Substantial Completion certificate to the Project Developer and the City stating that the Work has been substantially completed in accordance with the Construction Documents and the Design Standards, subject only to Punch List Items.

"Substantial Completion Date" means February 1, 2016 as such date may be extended pursuant to the terms and conditions of this Agreement.

"Substantial Completion Notice" shall have the meaning set forth in Section 6.12 hereof.

"Team" shall have the meaning set forth in Recital C hereof.

"Transfer" shall have the meaning set forth in Section 15.1 hereof.

"Use Agreement" shall have the meaning set forth in Recital F hereof.

"Value Engineering" or "V/E" shall have the meaning set forth in Section 5.3(d) hereof.

"Women-Owned Business Enterprise" or "WBE" shall have the meaning set forth in Section III.A of Exhibit "E" attached hereto.

"Work" shall mean the furnishing of all materials, labor, detailing, layout, equipment, supplies, plants, tools, scaffolding, transportation, temporary construction, superintendence, demolition, and all other services, facilities and items, necessary for the full and proper performance and completion of the Project Improvements as set forth in the Construction Documents and items reasonably inferable therefrom, whether or not performed or located on or off of the Project Site.

1.2 Accounting Terms. Any accounting term used in this Agreement shall have, unless otherwise specifically provided herein, the meaning customarily given in accordance with GAAP, and all financial computations hereunder shall be computed, unless otherwise specifically provided herein, in accordance with GAAP, as consistently applied.

1.3 Other Terms. Unless otherwise defined herein, words that have well known construction industry meanings are used in this Agreement with such recognized meanings.

1.4 Context. As the context of this Agreement may require, terms in the singular shall include the plural (and vice versa) and the use of feminine, masculine or neuter genders shall include each other. Wherever the word "including" or any variation thereof, is used herein, it shall mean "including, without limitation," and shall be construed as a term of illustration, not a term of limitation. Wherever the word "or" is used herein, it shall mean "and/or".

1.5 Incorporation by Reference. All exhibits, schedules or other attachments referenced in this Agreement are hereby incorporated into this Agreement by such reference and shall be considered a part of this Agreement as if fully rewritten or set forth herein.

1.6 Calculation of Time. Unless otherwise stated, all references to "day" or "days" shall mean calendar days. If any time period set forth in this Agreement expires on other than a Business Day, such period shall be extended to and through the next succeeding Business Day.

1.7 US Dollars. Unless otherwise stated, all references to an amount of cash or sum of money shall mean and require the payment of such sum in United States Dollars, the currency of the United States of America.

ARTICLE II

THE CITY'S RESPONSIBILITIES

2.1 Site Obligations. Subject to any Force Majeure Event, the City shall perform and satisfy the Site Obligations on or before the Project Site Delivery Date (or such other dates as provided in Article IV), as more particularly described in Article IV below.

2.2 Acquisition of Construction Materials. To the extent permitted by Applicable Law and as otherwise agreed by the City and Project Developer, the City may acquire construction materials for the Project, as well as other tangible personal property for incorporation into the Project Improvements or to furnish or equip the Project (together, "City-Furnished Materials"), and the responsibilities of the City, the Project Developer, the Prime Contractor and the Contractors relating to such City-Furnished Materials shall be governed by the terms and conditions set forth in Exhibit "B" attached hereto. The City and the Project Developer shall incorporate such City-Furnished Materials as part of the Project Improvements only if the Prime Contractor and the Contractors using such City-Furnished Materials agree to comply with the procedures set forth in Exhibit "B" attached hereto. Notwithstanding anything in this Section 2.2 to the contrary, however, such City-Furnished Materials procedure shall be consistent with and shall recognize the terms and conditions of Section 3.3 of the Use Agreement (relating to beneficial and tax rights relating to certain Project Improvements), but only to the extent such terms and conditions do not contravene, conflict with, or negate the sales tax savings provisions of Applicable Law. The costs of such City-Furnished Materials shall be considered Project Costs and included within the Construction Budget. Any savings generated from the sales tax savings on City-Furnished Materials shall not be considered Project funds to be used as part of the Construction Budget pursuant to the terms of this Agreement. Wherever possible and practical, the City will either purchase City-Furnished Materials for the Soccer Stadium and turn

them over to the Project Developer or the Contractors, or otherwise assist the Project Developer and the Contractors in using transaction structures that allow the Project Developer to purchase such construction materials free and clear of all sales taxes to the extent permitted by law.

2.3 Permits. To the extent necessary as the owner of the Project, the City shall act as the applicant (or co-applicant) for Permits. To the extent any Permits are obtained by the Project Developer rather than by the City, the Prime Contractor, other contractors or any Subcontracts, Project Developer shall obtain such other Permits in the name of the City and on the City's behalf as required by Applicable Law. In connection with any Permits to be obtained by the Project Developer or on the Project Developer's behalf, the Project Developer shall be responsible for timely providing the CCR with such information and documentation as may be necessary for the City to act as applicant or co-applicant so as not to delay or impede the progress of the Project. The City's obligations set forth in this Section 2.3 shall not include the requirement of the City to waive any City standards, requirements, rules, regulations or ordinances of general application.

2.4 Additional Obligations of the City. The City shall cooperate with the Project Developer in the development and construction of the Project. Without limiting the City's obligations hereunder, and in addition to its obligations set forth elsewhere in this Agreement, the City, acting through the CCR, shall:

(a) respond to all requests for approval, consent, or review submitted by or on behalf of the Project Developer as set forth herein;

(b) furnish to the Project Developer, within a commercially-reasonable time after receipt by the City, copies of any and all legal notices received by the City affecting the Project, including notices from Governmental Authorities and any other notice not of a routine nature; and

(c) notify the Project Developer of any Action that is initiated or threatened in connection with the Project or against the Project Developer or the City in connection with the Project.

2.5 City Construction Representative. Upon execution of this Agreement, the City shall designate, in writing to the Project Developer, the Person who is to be the City's construction representative ("City Construction Representative" or "CCR"), as its agent and authorized representative, who shall act as liaison and contact person between the Project Developer and the City in administering and implementing the terms of this Agreement. The City may change or replace the CCR upon five (5) Business Day's prior written notice to the Project Developer. Unless specifically provided otherwise herein, all instructions from the City to the Project Developer relating to this Agreement shall be issued or made in writing through the CCR. All communications and submittals from the Project Developer to the City shall be issued or made through the CCR, except as otherwise specifically provided herein or unless the City or the CCR shall direct otherwise in writing. The CCR may designate, in writing to the Project Developer, up to three (3) additional Persons who may exercise certain of the CCR's rights, authority, duties and obligations pursuant to this Agreement (for example, the CCR may designate a Person who shall have the CCR's rights, authority, duties and obligations with

respect to City-Furnished Materials as described in Exhibit "B" attached hereto). Upon any such designation, the Project Developer may rely, and shall be fully protected in relying, upon the authority of such designee to act for and bind the CCR (and the City) for matters pertaining and relating to such designation as specified in the written notice from CCR to Project Developer.

Except as otherwise provided in this Agreement, the Project Developer shall submit to the CCR any request for approval or review of matters which require approval or review by the City or the CCR pursuant to this Agreement, and the CCR shall either approve or deny, or obtain the City's approval or denial (as to matters requiring City approval), or obtain the City's review, of the matters (as to matters requiring review), as required or applicable hereunder. Formal applications required for permitting and approvals related to Permits shall be submitted directly to the City's Office of Permitting Services, or to the applicable Government Authority, with notice to the CCR. The CCR shall respond to requests for approval, waiver or review within five (5) Business Days after submittal, unless otherwise agreed by the CCR and PDR or unless otherwise specified herein. If a written notice of disapproval is not received by the Project Developer within the specified time period, the matter shall be deemed approved, except as provided otherwise herein. The Project Developer may rely, and shall be fully protected in relying, upon the authority of the CCR to act for and bind the City for matters pertaining to this Agreement regarding actions, consents, reviews and approvals to be made by the CCR, except as otherwise provided herein. Where this Agreement provides for the review, approval, acceptance, consent or other similar action by the City and not the CCR, such review, approval, acceptance, consent or other similar action may be taken by the City's Chief Administrative Officer (or his designee named in writing to the Project Developer) as a representative of the City, unless such action has been specifically delegated to another Person set forth herein; and in such cases, unless otherwise specified herein, the City shall respond or otherwise act within ten (10) Business Days of the request therefor. Except as otherwise set forth herein, any matter disapproved by the City or the CCR shall be either (i) modified by the Project Developer in accordance with the comments provided by the City or CCR, as applicable, and re-submitted for approval within a reasonable time based on the nature and extent of the disapproval or requested modifications, or (ii) disputed by the Project Developer in accordance with the Dispute provisions set forth in Article XI herein.

In addition to matters specifically provided for herein, the CCR is authorized to: (i) monitor the performance and progress of all aspects of the Project and report its findings to the City; and (ii) inspect and approve (to the extent such approval is required) all documents delivered pursuant to this Agreement to ensure compliance with the provisions hereof. The CCR shall not perform the reviews or inspections required for issuance of Permits, and the provisions for review and approvals set forth in this Section 2.5 do not apply to Permit review by the City exercising its regulatory authority (although the City shall be required to review and process such Permit applications diligently and in good faith).

2.6 Off-Site Utility Work. The City shall construct and install (or shall cause the construction and installation), at its expense, or at the expense of the applicable utility(ies), off-site water, storm sewer, sanitary sewer, storm water retention pond to the West of the Project Site, gas, electrical service, and telecommunications facilities, equipment, improvements and infrastructure (together, the "Off-Site Utility Work"), sufficient to provide adequate utilities services to the completed Project. Off-Site Utility Work does not include utility connections of

the Project to Utilities located in adjacent right-of-ways, or to the storm water retention pond to the West of the Project Site, which are deemed Project Costs.

ARTICLE III

THE PROJECT DEVELOPER'S RESPONSIBILITIES

3.1 Permitting, Design and Construction Obligation. Provided that the City performs its responsibilities and obligations as set forth herein, the Project Developer hereby undertakes and assumes the responsibility to cause and obtain the permitting, development, design, construction, furnishing and equipping of the Project Improvements in accordance with the Design Standards, the Construction Documents and the other terms and conditions of this Agreement, and, subject to any Force Majeure Event, to use commercially reasonable efforts to cause Substantial Completion of the same to occur on or before the Substantial Completion Date.

The Project Developer shall manage and direct the design, construction, furnishing, equipping, inspecting, commissioning and start-up of the Project Improvements, and shall coordinate the Work of all Persons involved therein, in accordance with the terms and conditions of this Agreement. The Project Developer shall meet with the CCR, the Design Architect, the Prime Contractor, Contractors and other Persons providing design or construction services at least monthly and as specifically provided herein in order to cause the performance of the Work in accordance with the terms of this Agreement. To the extent the Project Developer has, obtains, or retains rights under any Contract pertaining to the Work, the Project Developer will exercise such rights in accordance with all approval and consent rights provided to the City or CCR in this Agreement. Notwithstanding anything to the contrary set forth herein, the parties acknowledge and agree that the Project Developer's obligations hereunder are to manage, administer and implement the development and construction of the Project on behalf of the City, and notwithstanding any term or condition in this Agreement to the contrary, the intent of the Parties is that the Project Developer shall not perform any services (and shall not act) as a contractor within the meaning of Chapter 489, *Florida Statutes*, or a design professional within the meaning of Chapters 471 and 481, *Florida Statutes* and that all services to be performed hereunder which, by reason of such Chapters 489, 471 and 481 must be performed by licensed contractors, engineers and architects (as so defined), shall be performed by properly licensed Persons.

3.2 Services to be Performed. The Project Developer shall cause the Project and the Project Improvements to be designed, constructed, furnished and equipped in an orderly, expeditious and efficient manner in accordance with Applicable Law, the Project Schedule, the Construction Documents, Design Standards and otherwise in accordance with the terms and conditions of this Agreement. Without limiting the Project Developer's obligations hereunder, the Project Developer shall perform (or cause to be performed) the following:

(a) on a monthly basis, prepare and submit to the CCR updates to the Construction Budget, in a format reasonably acceptable to the CCR, which shall include current estimates of Project Costs and provide notice and review of revisions to the Construction Budget as set forth in Section 7.4(a) herein;

(b) prepare and submit to the CCR the Project Schedule, and thereafter update the Project Schedule on a monthly basis;

(c) retain the services of the Design Architect and coordinate the design of the Project as more specifically set forth in Article V hereof;

(d) direct, coordinate and supervise the preparation of all submissions necessary in connection with the Permits to be obtained by the Project Developer and negotiate with and act as liaison to the Governmental Authorities in connection with obtaining such Permits. The Project Developer shall obtain and provide to the appropriate Governmental Authorities all drawings, documents, information, consents and such other items necessary to secure the Permits for which the Project Developer is responsible hereunder. All applications and other documents submitted by or on behalf of the Project Developer in connection with the Permits shall be available for review and approval by the CCR prior to and after submission to the Governmental Authorities. The Project Developer shall keep the City fully apprised of the status of the Permits;

(e) provision of the construction services specified in Article VI hereof to be performed;

(f) negotiate, procure and retain the services of the Prime Contractor and Contractors, who shall, among other things, enter into the GMP Amendment and execute the construction of the Project Improvements;

(g) investigate, hire, contract with, train, pay, supervise and, when necessary, discharge the personnel reasonably required to be employed or engaged by the Project Developer in order to properly perform the Work. Such personnel shall in every instance be deemed independent contractors, agents or employees, as the case may be, of the Project Developer and not of the City, and all matters pertaining to the employment, engagement, supervision, compensation, promotion and discharge of such independent contractors, agents or employees shall be the sole responsibility of the Project Developer. Except as provided in the definition of Project Costs in Section 1.1 of this Agreement, all salaries, wages, commissions and other compensation or expense of personnel employed by the Project Developer hereunder, including so-called fringe benefits, medical and health insurance, pension plans, social security, taxes, workers' compensation insurance and all other expenses of the Project Developer in connection therewith, are and shall be the responsibility of, and paid by, the Project Developer, and shall not be considered Project Costs. The Project Developer shall use reasonable efforts to cause all personnel used by the Project Developer and the Program Manager in the performance of the duties pertaining to the Project to be qualified by training and experience to perform their assigned tasks;

(h) coordinate the Work and the inspections of the Project Improvements by the appropriate Persons, and implement courses of action when requirements of Contracts or other agreements for the design, construction, furnishing or equipping of the Project Improvements are not being appropriately performed;

(i) procure and maintain, and require the Prime Contractor, Design Architect, Design Professionals, Subconsultants, Subcontractors, Contractors and other Persons performing Work to procure and maintain, insurance coverage as set forth in Exhibit "D" attached hereto;

(j) use diligent and commercially reasonable efforts to investigate and make a full and timely written report to the insurance carriers as to any accident at the Project Site, claim for damages relating to the design, construction, furnishing or equipping of the Project Improvements, and damage to or destruction of the Project Improvements (and the estimated cost of repair thereof), and prepare and timely file any and all reports required by any insurance carriers in connection therewith;

(k) timely review and process Applications for Payment in accordance with the disbursement procedures set forth in Article VII hereof;

(l) maintain within Orange County, Florida, separate, true and proper books, records, accounts, journals and files, in accordance with GAAP, regarding its business transactions and the design, construction, equipping and furnishing of the Project Improvements including, without limitation, Contracts, agreements, all design documents (including, without limitation, the Soccer Stadium Plans), final approved shop drawings, Change Orders, Change Order Requests, CRCOs, Applications for Payment, Permits, rental agreements and records, insurance certificates, endorsements and policies, correspondence, receipts, bills and vouchers, and all other documents and papers pertaining to the Project, all of which shall be reasonably available for review by the CCR at no cost;

(m) furnish to the CCR, within a commercially reasonable time after receipt by the Project Developer, but in no event later than three (3) Business Days, copies of any and all legal notices received by the Project Developer affecting the Project, including, without limitation, notices from Governmental Authorities (other than the City) and any other notice not of a routine nature;

(n) notify the City, within a commercially reasonable time after Project Developer becomes aware of the same, but in no event later than three (3) Business Days, of any material Action that is initiated or threatened in connection with the Project or against either the Project Developer or the City in connection with the Project;

(o) include the CCR and Advisor Costs within the Construction Budget;

(p) provide the City with an original and one (1) mylar print and an electronic copy (pdf and CADD versions) of the As-Built Plans pursuant to the requirements of this Agreement;

(q) retain the services of a geotechnical firm for soils exploration and testing, a materials testing firm for services during construction, and, to the extent construction monitoring and inspection services of the Work are not being performed by the Design Architect, retain the services of the Inspector as provided in Section 6.4 below. These construction inspection services are separate and distinct from any Permit inspections performed by the City,

and the costs of such inspection services shall be Project Costs and shall be included in the Construction Budget;

(r) cooperate with any public oversight reviews required by Applicable Law, the Interlocal Agreement, or otherwise reasonably requested by the City, including providing written reports and making public presentations regarding the Project Developer's responsibilities as set forth in this Agreement to a community venues oversight board;

(s) no later than thirty (30) days after the execution of the Agreement, submit to the CCR for review a Project execution plan ("Project Execution Plan"), which shall set forth in reasonable detail the Project Developer's approach to management of the Project, including planning, organization, reporting, communication and other functions necessary for the proper budgeting, scheduling, quality control, management and execution of the Project Improvements;

(t) provide reasonable assurances to the City of the Project Developer's ability to perform its obligations with respect to the Project (including its ability to pay Cost Overruns) and its obligations under this Agreement, including providing reasonable supporting information, financial statements and bank references satisfactory to the City; and

(v) subject to the mutual agreement of the CCR and Project Developer as to scope, costs and other material terms, the Project Developer shall have performed by the applicable Design Contractors, Prime Contractor, Contractor and Subcontractors, hardscape, landscape and streetscape design and construction (i) within the rights-of-way contiguous to the Project Site, and (ii) upon City-owned property adjacent to the aforesaid rights-of-way (the "Streetscape".)

3.3 Blueprint. The City has adopted a local economic plan termed the Blueprint ("Blueprint") which envisions the use of the community venues, including the Project, to create a sustainable economic impact in the local and minority communities. The Blueprint emphasizes the goals of providing maximum opportunities to local, small and disadvantaged businesses, as well as minorities and women, in the areas of job creation and training, business development and the procurement of goods, services and construction services in association with the development and construction of the community venues, including the Project. In furtherance thereof, the Project Developer shall comply, and shall require compliance by the Prime Contractor, Design Architect, Contractors, Subcontractors, Design Professionals and Subconsultants, with the terms and conditions of the Blueprint Initiative attached hereto as Exhibit "E". Promptly, but no later than the date of submittal of Design Development Documents to the CRR for review, the Project Developer shall submit to the Blueprint Special Projects Manager for review and approval (for which he will have thirty (30) days) the Project Developer's plan ("Blueprint Plan") describing in detail how the Project Developer intends to achieve compliance with the Blueprint Initiative, including a timeline for implementation of the Blueprint Plan. The Blueprint Plan shall include a requirement that the Prime Contractor mentor small and disadvantaged businesses, including Minority Business Enterprises and Women-Owned Business Enterprises.

3.4 Project Developer Representative. Upon execution of this Agreement, the Project Developer shall designate, in writing to the City, the Person who is to be the Project Developer's representative ("Project Developer Representative", or "PDR"), as its agent and authorized representative, who shall represent the interests of the Project Developer, be responsible for overseeing all aspects of development, design, construction, furnishing and equipping of the Project, and work closely with the CCR on behalf of the Project Developer. The City may rely and shall be fully protected in relying upon the authority of the PDR to act for and bind the Project Developer for matters pertaining to this Agreement, except as otherwise provided herein. The PDR shall respond to CCR requests and provide approvals, consents and reviews within a reasonable time based on the nature and extent of the request, approval, consent or review. From time-to-time following the execution hereof, the Project Developer may change or replace the PDR upon five (5) Business Days' prior written notice to the City. Unless specifically provided otherwise herein, all instructions from the Project Developer to the City relating to this Agreement shall be issued or made in writing through the PDR. All communications and submittals from the City to the Project Developer shall be issued or made through the PDR, except as otherwise provided herein or unless the Project Developer or the PDR shall direct otherwise in writing.

3.5 Third-Party Beneficiary. The Project Developer, in concert with the Prime Contractor, Design Architect, and Contractors, shall name the City as the owner of the Project and as an intended third party beneficiary of their respective Contracts (collectively the "Principal Contracts"). Further, the Project Developer shall require: (i) the Prime Contractor to name the City as an intended third-party beneficiary in all of its Subcontractor agreements, (ii) the Design Architect to name the City as an intended third-party beneficiary in all Design Professional and Subconsultant agreements, and (iii) the Contractors to name the City as an intended third-party beneficiary in all of their Subcontractor agreements, unless the City agrees otherwise in writing (collectively the "Other Contracts"). In furtherance thereof, the following language (or substantially similar language if approved by the City in its reasonable discretion) shall be included in all of the Principal Contracts and all of the Other Contracts:

"All parties to this agreement ("Parties") hereby acknowledge and agree that the City of Orlando, a Florida municipal corporation ("City"), is an intended third-party beneficiary to this agreement, because of its ownership and substantial funding of the improvements which are the subject of this agreement. The City shall have the right to enforce this agreement (any such enforcement an "Enforcement Action") in the event of a material default by one of the Parties, or if Project Developer fails to take such actions as may be reasonably necessary to ensure the performance of the work specified in this agreement. The Parties further agree that if the Project Developer fails to enforce this agreement when there has been a material default by the other Party hereto, then the City shall be entitled to initiate an Enforcement Action, after written notice from the City to the Parties, listing the default(s) with particularity, which must be corrected within the curative periods provided in the agreement (or a commercially-reasonable period of time if no cure period is provided). The City, at its election, shall be deemed to have been assigned automatically hereby, the Project Developer's position under this agreement to the extent necessary in order that the City may enforce all rights and seek whatever remedies against the other Party hereto, as

allowed herein and by law or in order to cure any defaults of the Project Developer hereunder."

ARTICLE IV

ACQUISITION AND DELIVERY OF SITE

4.1 Project Site Acquisition and Delivery. The City will own fee simple title to the entire Project Site, including that portion of the Pine Street right-of-way within the Project Site, which right-of-way shall be legally abandoned. The parties agree that the value of such Project Site contribution shall be at least Fifteen Million Dollars (\$15,000,000).

The City will be responsible for abandoning the Pine Street right-of-way within the Project Site and will be responsible for platting and recording the final plat of the Project Site (the "Plat"). The Plat shall be consistent in all respects with the terms and conditions of this Agreement.

The City shall make commercially reasonable efforts to deliver and make the Project Site available to the Project Developer, in accordance with the terms and conditions of this Article IV and otherwise in accordance with this Agreement no later than October 31, 2014. For the purposes of this Agreement, the term "Project Site Delivery Date" shall mean the earlier of (i) October 31, 2014 or (ii) the actual date the City delivers the Project Site to the Project Developer in accordance with the terms and conditions of this Article IV. The City shall provide the Project Developer with not less than twenty (20) days prior written notice of the projected delivery date of the Project Site.

Prior to the Project Site Delivery Date, and as a condition precedent to Project Developer's obligations hereunder, the City shall cause the Site Work to be completed. Except as otherwise provided herein, in the event the City delivers the Project Site to the Project Developer after the Project Site Delivery Date, then the Substantial Completion Date shall be automatically extended by one (1) day for each day after the Project Site Delivery Date until the date the Project Site is delivered by the City to the Project Developer in accordance with the terms of this Article IV.

4.2 Condition of Project Site and Site Work. The intent of the parties is that the City shall be obligated to deliver the Project Site to the Project Developer in a "cleaned and cleared" site condition, with the City having completed all demolition work and site preparation, with the Project Site mowed and free of trash and other debris. For purposes of this Agreement, the City's demolition and site preparation obligations shall include all of the following (together, the "Site Work"): (i) demolition and removal of all surface improvements, structures, curbing, pavement, equipment and facilities on the Project Site; (ii) demolition and removal of all utilities lines, equipment, facilities and manholes regardless of the depth of such utilities lines, equipment, facilities and manholes; (iii) demolition and removal of all foundations and other improvements, structures, equipment and facilities located within the first four (4) feet of the Project Site subsurface; (iv) general Project Site clearing and grubbing, including the areas of all demolished and removed utilities, improvements, structures, curbing, pavement, equipment and facilities; (v) providing backfill (to 95% compaction) of those portions of the Project Site from

which the City removes utilities facilities as provided in 4.2(ii) above; (vi) performance and satisfaction of the Environmental Obligations described in Section 4.3 below.

Except as specifically set forth in this Agreement, the City shall be solely responsible for the payment of all costs and expenses associated with or relating to the performance and satisfaction of the Site Work (the "Site Costs"), and such Site Costs shall be Excluded Costs and not included in the Construction Budget.

The City shall cause the Site Work to be performed in a good and workmanlike manner in compliance with all Applicable Laws, in accordance with all plans and construction drawings relating to the Site Work (together, the "Site Work Plans"), and in accordance with the terms and conditions of this Article IV. In connection therewith, the Project Developer shall promptly review and comment on the preparation, revision and finalization of the Site Work Plans, and the Project Developer shall be entitled to observe and monitor the Site Work in order to permit the Project Developer to confirm the City's performance of its Site Work obligations and to coordinate the delivery of the Project Site in accordance with the requirements of this Section 4.2. The Project Developer agrees to comply with all applicable safety and security procedures pertaining to the Site Work while observing and monitoring the Site Work. Further, any physical inspection or observation by the Project Developer shall not obstruct or interfere with the construction of the Site Work. Upon completion of the Site Work, the City shall provide documentation, or access to documentation, that reflects a description of all Site Work undertaken by the City and the condition of the Project Site. Notwithstanding anything in this Section 4.2 to the contrary, in the event the City and the Project Developer determine that it is in their mutual best interests for the City and the Project Developer to share and jointly occupy the Project Site on a temporary basis prior to Project Site Delivery to allow the City to complete the Site Work and to allow the Project Developer to commence pre-construction activities for the Project Improvements, then the City and the Project Developer will negotiate diligently and in good faith to establish the terms and conditions under which the City and the Project Developer will jointly occupy the Project Site. In addition, in the event the Project Developer encounters Project Site conditions after the Project Site Delivery Date that constitute or represent incomplete or defective Site Work by the City, then the Parties shall negotiate in good faith towards the terms and conditions under which the City or the Project Developer shall cause the incomplete or defective Site Work to be completed and/or corrected, including the City's obligation to pay and/or reimburse the Project Developer for its actual, reasonable and substantiated costs to complete or correct such incomplete or defective Site Work (which costs shall be Excluded Costs and not included in the Construction Budget). In the event the City and the Project Developer disagree as to whether the City has timely or properly completed the Site Work as required hereunder, the same shall be submitted to Expedited ADR pursuant to Article XI below. Notwithstanding the foregoing, however, in the event of such Dispute, the Project Developer may proceed with the Work to the extent reasonably possible during the resolution of the Dispute, provided such Work does not unreasonably interfere with or obstruct the performance of the Site Work.

4.3 Environmental Matters. The City shall make available for review by the Project Developer at all reasonable times copies of all of the environmental reports, remediation plans, and other matters described on Exhibit "F" attached hereto (together, the "Environmental Reports"). The Parties acknowledge that the Environmental Reports may reveal certain existing

Environmental Conditions (the "Known Environmental Conditions") at the Project Site and the possibility for certain Response Actions in connection therewith. The Project Developer hereby acknowledges and agrees that not all of the Response Actions may be completed by the Project Site Delivery Date. Nevertheless, the City shall be obligated to commence any Response Actions relating to the Known Environmental Conditions and to continue to pursue and perform such Response Actions to completion in a diligent and commercially reasonable manner.

The City shall be responsible at its sole expense for remediating all of the Known Environmental Conditions and performing all of the Response Actions therefor, as currently identified in the Environmental Reports and/or as subsequently determined or modified. Such remediation and Response Actions shall be performed in accordance with all Applicable Laws. Copies of any updates to the Environmental Reports (and of any additional environmental assessments, analyses, or studies performed by or on behalf of the City) shall be made available to the Project Developer, and the City shall keep the Project Developer informed in writing as to the development, approval and implementation of all Response Actions. To the extent reasonably possible or unless specifically provided otherwise herein, the Response Actions shall not materially impact the critical-path Work or the Project Developer's obligations hereunder.

To the extent any Response Actions still being conducted on or after the Project Site Delivery Date impact construction of the Project Improvements, including the design of the Project Improvements, the location of the Project Improvements, or the means, methods and techniques of construction, the Project Developer shall cause the Design Architect to prepare and/or modify the Soccer Stadium Plans so as to reasonably accommodate and allow such ongoing Response Actions both during and after construction. Provided, however, that such ongoing Response Actions (and the impacts thereof on the design and construction of the Project Improvements) shall be incorporated into the Project Schedule, and the City and the Project Developer shall agree on an implementation plan pursuant to which such ongoing Response Actions are reflected and accommodated in the Soccer Stadium Plans, the Construction Budget, the Project Schedule and the construction of the Project Improvements. If any Environmental Condition is discovered during the course of construction, then the Party discovering such Environmental Condition shall notify the other Party immediately and before such Environmental Condition is disturbed, but in no event later than three (3) Business Days after either (a) the date the Party first observes the conditions or (b) the date that such Environmental Condition is reported to any of the Parties by a third party. The City shall have the sole responsibility for the assessment, analysis and remediation of any such newly-discovered Environmental Condition that does not result from or arise out of the construction of the Project Improvements or any actions or inactions of Project Developer, all of which shall be considered part of the Site Work, and the costs thereof shall be Excluded Costs and shall not be included in the Construction Budget. In the event of any such newly-discovered Environmental Condition not resulting from the construction of the Project Improvements, at all times the City shall give the Project Developer the reasonable right and opportunity to review and comment on any proposed Response Actions relating to such newly-discovered Environmental Condition prior to the final adoption by the City and the submission thereof to any Governmental Authorities for approval.

Upon the written mutual agreement of the City and the Project Developer, which agreement at a minimum shall provide the scope and cost of any applicable Response Actions,

the Project Developer shall perform any or all of the Response Actions for which the City is obligated hereunder. In such event, the City shall reimburse Project Developer for all costs and expenses incurred by Project Developer in connection with the performance of such Response Actions (which costs and expenses shall be Excluded Costs and shall not be included in the Construction Budget, but only to the extent such Environmental Condition did not result from construction of the Project Improvements or any action or inactions of Project Developer, in which case payment of such costs and expenses shall be the obligation of Project Developer as provided in Section 6.8 below).

For the purposes of this Agreement, the City's obligations and responsibilities as set forth in this Section 4.3 are together referred to as the "Environmental Obligations".

4.4 Construction Easements. Effective on the Project Site Delivery Date, or such earlier date as granted by the City, the City hereby grants and conveys to Project Developer, the Prime Contractor and the other Contractors, and to their respective Subcontractors, consultants, agents, employees and invitees, a non-exclusive temporary easement over, under and upon the Project Site for purposes of undertaking the construction of the Project Improvements and performing the Work, together with all activities incidental and related thereto, including the location of temporary office trailers, the location and establishment of staging areas and project storage areas, the installation and operation of one or more construction cranes, and the right to secure the Project Site. The foregoing grant of easement shall include all incidental rights reasonably necessary for the use and enjoyment of the temporary construction easement for its intended purposes. All construction materials shall be stored in a safe and secure manner, and such construction materials shall not include any Hazardous Substances, unless required by the Construction Documents and the same are stored, handled and secured in compliance with all Applicable Laws and are necessary for construction of the Project Improvements.

From and after the Project Site Delivery Date, Project Developer shall maintain the Project Site in accordance with commercially reasonable construction practices and shall keep the Project Site secured and fenced. In addition, the City shall cooperate with the Project Developer and the Prime Contractor to permit and implement, in accordance with Applicable Law, such transportation-control measures as may be reasonably necessary for the staging and construction of the Project Improvements, including such measures as temporary or partial street closure. The City may provide, at its sole option, use of City-owned land located in the vicinity of the Project Site for materials staging/laydown and construction labor parking, which use may require the payment of a reasonable rental fee which shall be considered a Project Cost.

4.5 Inspections. Prior to the Project Site Delivery Date, the Project Developer (and its consultants, employees, agents and independent contractors) may investigate the condition of the Project Site, including, without limitation, the environmental, geotechnical and physical condition thereof as provided in this Article IV. No physical inspection shall be conducted without the CCR's approval as to the time and manner thereof, which approval shall not be unreasonably withheld, conditioned or delayed. The Project Developer shall cause copies of all non-proprietary information and written materials obtained or generated in connection with the conduct of all inspections, including any tests and environmental studies conducted on the Project Site, to be delivered to the CCR upon issuance thereof.

ARTICLE V

DESIGN OF THE PROJECT

5.1 Design Consultants.

(a) The Project Developer has retained, Populous, a nationally recognized sports architecture firm, as the design architect for the Project (the "Design Architect"). The Design Architect shall prepare and submit to the Project Developer for review and approval by the City and Project Developer the Soccer Stadium Plans. The Design Architect shall contract with the Design Professionals.

(b) The Project Developer acknowledges and agrees that the Design Architect shall not be compensated from the Public Sector Contribution, but shall be compensated from the OSH Contributions. The Project Developer acknowledges that any use of the Public Sector Contribution for professional services as defined in Section 287.055 *Florida Statutes*, requires compliance by the Project Developer with an open, competitive procurement process utilizing a request for proposals or request for qualifications solicitation, and such procurement method must be approved by the City and shall comply with Section 287.055 *Florida Statutes*. Subsequent to the effective date of this Agreement, solicitation of professional services as defined in Section 287.055 *Florida Statutes* for Persons whose fees, costs or expenses will not be compensated from the Public Sector Contribution shall be pursuant to an open, competitive procurement process reviewed by the City.

(c) The Project Developer shall review all Applications for Payment and supporting documentation prepared by the Design Architect including invoices and supporting documentation of the Design Professionals and Subconsultants and comply with the disbursement provisions set forth in Article VII herein for payment of the Design Contractors.

(d) The Project Developer shall require the Design Architect to provide to the City and County, prior to Final Completion, a certification in compliance with the requirements of the Interlocal Agreement that the Project has been completed in accordance with the Construction Documents. The Project Developer shall require the Design Contractors to provide lien waivers and releases for labor performed or materials or services provided on the Project in exchange for payment as provided in Florida's Construction Lien Law, *Florida Statutes*, Chapter 713 and as provided herein.

5.2 Design Standards.

(a) Definitive Soccer Stadium Elements. The specific design, elements and components of the Project will be determined by the Parties in accordance with the design process described in this Agreement, and will be reflected in the Soccer Stadium Plans. The basic elements of the Project will include: (i) capacity of approximately eighteen thousand (18,000) seats (including all premium seats), in each case subject to the requirements of the ADA and other Applicable Laws; (ii) premium seating consisting of suites, loges, club and other premium seats; (iii) amenities and facilities that may include, among other things, retail spaces

(both internal and with street access), restaurants, concession facilities, restrooms, internal and external message signage, video and scoreboards, Team and City operations offices, broadcast facilities, meeting and club spaces for the Team, locker rooms, signage, maintenance and storage areas, and walkways around the Soccer Stadium; (iv) media-related facilities, including production offices, hospitality/meeting rooms, media work areas, a press conference room, and specific parking capabilities for broadcast and media-related trucks; (v) the Team and MLS visiting team locker rooms, feature talent dressing rooms, officials rooms, and at least two (2) additional auxiliary locker rooms; (vi) other traditional back-of-house elements in line with the Quality Stadium Standard such as multiple loading docks, marshalling and other storage spaces, security offices and engineering spaces; and (vii) the fit out, furnishing and equipping of all City operations space and offices in accordance with the Quality Stadium Standard. Subject to the Quality Stadium Standard, the Project will contain such fixed elements as are reasonably necessary to host soccer, national events and touring shows that are booked in the Comparable Facilities, and the Project's furnishings, fixtures and equipment ("FF&E") shall include such items as are reasonably necessary to host other events including, but not limited to, the following: staging, portable seating, spotlights, audio systems, crowd control equipment, and wireless and other technologies. In addition to all of the foregoing, the Parties' intended Soccer Stadium elements are more particularly described on Exhibit "H" attached hereto. For the purposes of this Agreement, the intended Soccer Stadium elements, as described in this Section 5.2(a) and in Exhibit "H" attached hereto, are together referred to as the "Definitive Soccer Stadium Elements".

The Project Developer acknowledges that the Definitive Soccer Stadium Elements shall not be modified or deleted, nor the scope and/or quality thereof be reduced, without the prior written approval of the City (by and through the CCR), which approval may be denied in the City's sole discretion.

(b) Green Building Standards and Design. The Project Developer shall have the Project Improvements designed and constructed in conformance with (and to achieve certification for) "green building" standards included in the Leadership in Energy and Environmental Design Green Building Rating System ("LEED Certification") of the United States Green Building Council. The foregoing green building standards are referred to herein as the "Green Building Standards". The Project Developer shall cause the Design Architect to address and include the Green Building Standards in the Soccer Stadium Plans, and the CCR shall consider and adhere to the Green Building Standards in its review and approval of any of the Soccer Stadium Plans. Notwithstanding anything to the contrary in this Section 5.2(b), however, the Parties acknowledge and agree that the compliance of the Project with the Green Building Standards and achieving any certifications under the Green Building Standards shall be accomplished within the Construction Budget. For the purposes of this Agreement, the design elements required to achieve the Green Building Standards shall be considered part of the Definitive Soccer Stadium Elements.

(c) Consistency of Plans. Soccer Stadium Plans are to be consistent with conditions of approval of appropriate Governmental Authority.

(d) Standards of Quality and Design. The standard of quality and design of the Project shall be substantially equivalent, taken as a whole, to the standard of quality used

in the design and construction of the Comparable Facilities (as such Comparable Facilities were initially constructed, subject to adjustments for local climate conditions, local topography, local building code requirements and other reasonable local factors), and shall be in compliance with applicable MLS Facilities Standards and the Design Standards; provided, however, that: (i) the Project shall not be required to include any amenity or attribute the Project Developer reasonably determines, subject to the review and commercially reasonable approval of the CCR as part of the Soccer Stadium Plans review process described in Section 5.3 below, is not suitable or viable in the Orlando market, as long as the completed Project can still host MLS home games and host events that tour the Comparable Facilities; and (ii) the Project shall not be required to include any structural or surface parking unless, however, if the final design does incorporate parking, the Parties agree to work in good faith to establish a parking allocation suitable to provide limited surface parking for the Team and the City. The standard of design and quality for the Project set forth in this Section 5.2(d) shall be defined herein as the "Quality Stadium Standard." The purpose of this Article V is to cause the Soccer Stadium Plans to comply with the requirements of the Design Standards, and to produce a facility which meets the Quality Stadium Standard set forth in this Agreement. Notwithstanding anything set forth herein to the contrary, however, the Project Developer may cause the Soccer Stadium Plans to exceed the Quality Stadium Standard by including products, features or materials of better quality than those in the Comparable Facilities or that did not exist when the Comparable Facilities were constructed. In no event, however, shall the Project Developer be required to cause the Soccer Stadium Plans to exceed the Quality Stadium Standard.

5.3 Design Approval Process.

(a) Design Schedule. During the design process, the Project Developer shall establish, and update at least monthly, the schedule setting forth the dates for delivery of the various Soccer Stadium Plans and for the review and approval thereof, the duration of design phases, dates for required submittals and bid packages, and the schedule of all design meetings with the Design Architect (the "Design Schedule"). The Project Developer shall deliver a copy of the Design Schedule (and all updates thereof) to the CCR so as to afford the CCR the reasonable opportunity to review and comment on revisions to the Design Schedule and to attend and participate in scheduled design meetings with the Design Architect. In the event the revisions in the Design Schedule reflect delays in any critical path elements of the Design Schedule, the Project Developer shall prepare and submit to the CCR, for review and comment, a recovery plan detailing the actions and timeline to be taken for achieving conformance of the critical path elements with the Design Schedule. The Project Developer shall prepare and distribute minutes of each design meeting reflecting the decisions made and CCR comments provided at such meeting, and shall use good faith efforts to distribute such minutes to the CCR and others in attendance at such meeting within seven (7) days after each meeting. Such minutes shall be reviewed, amended if necessary, and approved at the next design meeting following the distribution thereof.

(b) Schematic Design Documents. The Project Developer shall submit to the CCR, as and when the same are prepared by Design Architect and at 100% completion, and within the time frame provided in the Design Schedule, the Schematic Design Documents for review, comment and approval by the CCR. Such review, comment and approval shall include the CCR's determination whether the applicable Soccer Stadium Plans are consistent and comply

with the Design Standards, any previously CCR-approved Soccer Stadium Plans and the Project Developer's obligations pursuant to this Agreement, and the CCR's reasonable approval of building components, equipment and systems which may materially affect the operation of the Soccer Stadium and exterior and interior finishes and furniture. If the CCR does not provide comments on the Schematic Design Documents within twenty (20) days after its receipt thereof, then the Parties shall follow the procedures set forth in Section 5.3(h).

(c) Design Development Documents. The Project Developer shall submit to the CCR, as and when the same are prepared by Design Architect and at 100% completion, and within the time frame provided in the Design Schedule, the Design Development Documents for review, comment and approval by the CCR. Such review, comment and approval shall include the CCR's determination whether the applicable Soccer Stadium Plans are consistent and comply with the Design Standards, any previously CCR-approved Soccer Stadium Plans and the Project Developer's obligations pursuant to this Agreement, and the CCR's reasonable approval of building components, equipment and systems which may materially affect the operation of the Soccer Stadium and exterior and interior finishes and furniture. The CCR shall be permitted to object to any aspect of the Soccer Stadium Plans that in the CCR's reasonable opinion are not materially consistent with any prior draft of the Soccer Stadium Plans (or items or details reasonably inferable from any such prior draft) that have been approved by the CCR. If the CCR does not provide comments on the Design Development Documents within twenty (20) days after its receipt thereof, then the Parties shall follow the procedures set forth in Section 5.3(h).

(d) Value Engineering. In connection with the preparation of the Schematic Design Documents, the Design Development Documents, and the Construction Documents, the Project Developer, the Prime Contractor and the Design Architect shall be entitled to undertake such value engineering with respect to the Project Improvements as may be commercially and reasonably necessary to cause the Budget Cap not to be exceeded ("Value Engineering" or "V/E"); provided, however, that the Design Standards, the City Allowance, the CCR and Advisor Costs and the Project Developer's obligations pursuant to this Agreement may not be amended or modified by such Value Engineering without the CCR's prior written consent, which consent may be withheld in the CCR's sole discretion.

(e) Construction Documents. The Project Developer shall cause the Design Architect to prepare Construction Documents based on the Design Standards and the Design Development Documents approved pursuant to Section 5.3(c) above (subject to Value Engineering or other revisions permitted pursuant to this Agreement).

The Project Developer and the CCR shall establish a date for the review of the GMP Documents, which review will be conducted collectively pursuant to a Construction Document review session (the "GMP Review Session"). The GMP Review Session shall be a collective working session at which the Design Architect, the Project Developer and the CCR (and other representatives of the City and the Project Developer) shall review the GMP Documents in detail, provide comments and approve the same subject to such comments. The GMP Review Session shall be scheduled to provide sufficient time for document review, but shall not exceed a period of three (3) Business Days. The Project Developer shall cause the Design Architect to deliver two (2) print sets (and one (1) electronic version) of the GMP Documents to the CCR at least ten (10) days prior to the commencement of the GMP Review Session. Simultaneously

with the delivery of the GMP Documents, either the Project Developer or the Design Architect shall notify the CCR, in good faith, of any material revisions or changes from the Design Development Documents approved pursuant to Section 5.3(c).

The Parties' review, comment and approval at the GMP Review Session shall include: (i) confirmation whether the GMP Documents are consistent and comply with the approved Design Development Documents (or items or details reasonably inferable therefrom) and the Design Standards (subject to Value Engineering or other revisions permitted in this Agreement); (ii) the CCR's reasonable approval of building components, equipment and systems which may materially affect the operation of the Soccer Stadium, and exterior and interior finishes and furniture, to the extent that any of the foregoing items were not included or addressed in the Design Development Documents or have been materially modified from the Design Development Documents; and (iii) the Project Developer and the CCR approving the GMP Documents as revised during the GMP Review Session, based on the Design Development Documents approved pursuant to Section 5.3(c) above and subject to permitted Value Engineering or other revisions permitted pursuant to this Agreement, subject only to material objections to the GMP Documents raised or noted in writing by either of the Parties at the conclusion of the GMP Review Session. For the purposes of this paragraph, a "material objection" shall mean: (A) an item to which the CCR has the right to object based on the CCR's specific review and approval rights set forth in this Article V; and (B) an objection which, in the good faith, reasonable judgment of either Party, relates to the failure of the GMP Documents (as reviewed and revised at the GMP Review Session) to reflect or be consistent with either the Design Standards or the specific terms and conditions of this Agreement. In the event either Party raises any such material objections, then the Parties shall proceed to discuss and negotiate such material objections in good faith and attempt to resolve such material objections. In the event the Parties are unable to resolve such material objections within five (5) Business Days after the conclusion of the GMP Review Session, then such Dispute shall be submitted to Expedited ADR pursuant to Article XI below. The Parties acknowledge and agree that reviewing, commenting on and approving the GMP Documents at the GMP Review Session (or within five (5) Business Days thereafter, in the event of material objections) is critical to maintaining the Project Schedule.

Thereafter, Project Developer shall cause the Design Architect to prepare 100% Construction Documents for review and comment by the CCR. As part of the delivery of the 100% Construction Documents to the CCR, either the Project Developer or the Design Architect shall notify the CCR, in good faith, of any material revisions or changes from the approved GMP Documents. The CCR's review and comment with respect to the 100% Construction Documents shall relate to confirmation whether the 100% Construction Documents are consistent and comply with the Design Standards and are consistent in all material respects with the approved GMP Documents or any other draft of the Construction Documents reviewed subsequent to the GMP Documents (or items or details reasonably inferable from any such prior draft) that have been approved or deemed approved by the CCR pursuant to Section 5.3(f) (unless, as a result of any subsequent material change in the 100% Construction Documents, such aspect of the 100% Construction Documents has been materially and adversely affected by such changes since the date any prior Construction Documents were approved or deemed approved by the CCR), subject to Value Engineering or other revisions permitted in this Agreement. The CCR shall have thirty (30) days after receipt of the 100% Construction Documents to review and comment on the

same. Within such thirty (30) day period, the CCR shall provide to Project Developer written notice of whether the CCR has determined that the 100% Construction Drawings satisfy the standards set forth above, and, if the CCR determines that the 100% Construction Drawings do not satisfy such standards, then such written notice shall set forth comments as to the reasons therefor. If the CCR delivers written notice of its determination that the 100% Construction Drawings do not satisfy the standards set forth above, Project Developer shall cause the Design Architect, within a reasonable period of time, to revise the 100% Construction Drawings to address the comments raised by the CCR and shall submit revised 100% Construction Drawings to the CCR for its review and approval as provided above. The CCR shall have thirty (30) days from the receipt of revised 100% Construction Drawings within which to review and approve the same. If the Project Developer and the CCR disagree as to whether the 100% Construction Drawings, as revised, satisfy the standards set forth above, they shall promptly meet to attempt to resolve any disagreements and shall act in good faith in an expeditious manner so as not to delay the Project Schedule. In addition, after such meeting, either Party shall have the right to submit the Dispute relating to the 100% Construction Documents to Expedited ADR pursuant to Article XI hereof.

The City acknowledges that the Soccer Stadium shall be bid using multiple bid packages.

(f) Design Drafts. To minimize the possibility of disputes during the design phase of the Project, the Project Developer shall have the right to submit drafts of any of the Soccer Stadium Plans ("Design Drafts") to the CCR at reasonable times or intervals during the Design Schedule (and Project Developer shall make a good faith effort to identify the delivery dates of Design Drafts on the Design Schedule). All Design Drafts submitted to the CCR shall comply with the Design Standards, except to the extent such Design Drafts reflect and are consistent with prior Soccer Stadium Plans approved by the CCR as provided herein. The Project Developer shall be entitled to submit any Design Drafts to the CCR and to request, in writing, that the CCR (i) review and confirm that the elements shown in such Design Drafts satisfy the Design Standards and the Project Developer's obligations pursuant to this Agreement, or (ii) if the CCR believes any element included in such Design Drafts does not satisfy the Design Standards or the Project Developer's obligations pursuant to this Agreement, specify the deficiencies and provide reasonable evidence for such determination. The CCR shall communicate the foregoing Design Drafts determination in writing, delivered to the Project Developer, within a commercially reasonable time, after the CCR's receipt of the particular Design Drafts. The Project Developer will consider and make all reasonable efforts to incorporate comments or determinations received from the CCR in connection with such Design Drafts and will communicate its decision to the CCR within a reasonable time, but in no event later than submission to the CCR of the Soccer Stadium Plans that incorporate the applicable Design Draft. The CCR shall not be allowed to object to any aspect of any Design Drafts that is consistent in all material respects with the Design Standards or with any prior Design Drafts (or items reasonably inferable from any such prior Design Drafts) that have been approved by the CCR, unless as a result of any subsequent material change in the Design Drafts, such aspect of the Design Drafts has been materially and adversely affected by such changes since the date the prior Design Drafts were approved by the CCR (provided, however, that the CCR shall be entitled to reasonably approve (x) building components, equipment and systems which may materially affect the operation of the Soccer Stadium, and (y) exterior and interior finishes and furniture, to the extent that any of the foregoing items included in clauses (x) and (y) were not

included or addressed in any prior Design Drafts approved by the CCR as provided herein or such foregoing items included in clauses (x) and (y) have been materially modified subsequent to the CCR's review).

(g) The CCR's Review and Approval. Any matters which are to be submitted to the CCR outside of either the GMP Review Session or 100% Construction Documents review for the CCR's review, comment or approval pursuant to this Article V, shall be submitted to the CCR with two (2) copies (plus an electronic version) under cover of a review request which shall state when the Project Developer or Design Architect expects to have the CCR's response (which period for review shall be a commercially reasonable period). If no time period for response is provided, the CCR will respond as soon as possible, but in no event later than twenty (20) days. During the course of such review, the Project Developer or the Design Architect and the CCR shall proceed in good faith and the Project Developer or the Design Architect shall make available to the CCR such Persons involved in either the preparation of the subject drawings and documents or the construction of the Project Improvements described therein as the CCR shall reasonably request for the purpose of consultation and explanation of the subject drawings and documents. On or before the expiration of the applicable review period, the CCR shall prepare and submit to the Project Developer and Design Architect in writing any comments, suggestions, modifications or objections it may have to the subject drawings and documents.

(h) Timely Response. The parties acknowledge and agree that review, comment and decisions required under this Article V are time sensitive, are critical to maintaining the Project Schedule, and need to be given or made rapidly during the design, development and construction process for the Project. Accordingly, each Party agrees to respond, and to cause its representatives to respond, within reasonable and customary time intervals or as specified in this Agreement, in the Design Schedule, in the Project Schedule, or as specified by the design and development teams, to all requests for review, comment and, where applicable or required, approvals. In the event that a timely response is not provided by the CCR, the Project Developer may provide written notice to the CCR indicating a time period by which a response is required, which period shall be not less than five (5) Business Days, after which if no response is received then the result shall be a deemed approval.

(i) Life Cycle Analysis. The Project Developer shall cause the Design Architect to submit, with the Design Development Documents, a life cycle cost analysis of certain systems, equipment, materials and components planned to be incorporated in the Project Improvements. Within forty-five (45) days after the Effective Date of this Agreement, the Project Developer shall cause the Design Architect to submit to the CCR a list of systems, equipment, materials and components to be included within the Project Improvements, and within forty-five (45) days thereafter, the CCR will submit to the Project Developer a list of the systems, equipment, materials and components with respect to which the City desires to have life cycle cost analysis performed. The City and Project Developer agree that life cycle costs shall be a significant consideration when making selection decisions regarding systems, equipment, materials and components to be incorporated into the Project Improvements, but life cycle costs shall not be a more important consideration than cost when making selection decisions regarding other systems, equipment, materials and components to be incorporated into the Project

Improvements. In any event, such decisions shall comply with the Design Standards set forth in this Agreement.

(i) Project Program Statement. The Parties shall agree upon and approve the Program Statement for the Project (the "Program Statement") within thirty (30) days after the Effective Date of this Agreement.

5.4 As-Built Plans. The Project Developer shall cause to be delivered to City a preliminary set of As-Built Plans upon Substantial Completion. The Project cannot receive a certificate of Final Completion from the Design Architect until the final set of As-Built Plans is delivered to the City, and the foregoing requirement shall be included in the Project Commissioning and Close-Out Plan.

ARTICLE VI

CONSTRUCTION OF THE PROJECT

6.1 Cooperation of the Parties. The Parties shall cooperate with each other, and shall cause their respective contractors, subcontractors, consultants and agents (including the Design Architect and the Prime Contractor) to cooperate with each other, at all times so as to effect an efficient and timely completion of the Project consistent with the dates set forth in the Project Schedule. The Parties shall use diligent, good faith efforts to resolve expeditiously any disputes that may arise among their respective representatives, consultants and agents during the construction of the Project in a manner that allows the funding, planning, design and construction to proceed expeditiously in order to achieve Substantial Completion on or before the Substantial Completion Date and in accordance with the Project Schedule. In furtherance thereof, the Parties may participate, and may cause their respective representatives, consultants and agents to participate, in a project partnering facilitation process involving all members of their respective project development teams. If the Parties agree to a project partnering facilitation process, the project partnering facilitation process may be developed by Project Developer with the input of the City, Design Architect, Prime Contractor, Program Manager, PDR and CCR. Each participant shall bear its own cost and expense of attendance.

6.2 Duties of Project Developer. The Project Developer shall cause the Prime Contractor and other Contractors to diligently pursue and prosecute the construction of the Project Improvements in accordance with the Design Standards, Project Schedule, the Construction Documents and the terms and conditions of this Agreement, and, subject to Force Majeure Events and adjustments permitted by the terms of this Agreement, Substantial Completion shall occur on or before the Substantial Completion Date. Notwithstanding the foregoing, however, in all events the City shall be the owner of the Project Improvements and the Project.

6.3 Selection of Prime Contractor and Contractors. The Prime Contractor and all other Contractors shall be selected pursuant to an open competitive procurement process

which complies with Section 287.055 or Section 255.20, Florida Statutes, as applicable, as reasonably determined by the City.

The Project Developer shall select the Prime Contractor and the Project Developer shall consult with the review committee described below with respect to such selection. The City shall be entitled to review and provide reasonable comments on the Construction Contract (to be provided to the Project Developer in a prompt and timely manner). The Project Developer shall provide a copy of any amendments to the Construction Contract to the CCR for review and approval. The procurement process for the Design Architect, Prime Contractor or Contractors, shall include a review committee of which approximately forty percent (40%) of the voting members are chosen by the CCR and the remaining voting members are selected by the Project Developer. The CCR has the right to review and approve the Construction Contract, GMP Amendment, and any changes as set forth in Article 6.10, and review and approve Contracts and amendments with Contractors. Notwithstanding the above, all matters related to the Blueprint Initiative shall require approval by the City and the Blueprint Special Projects Manager.

The Construction Contract: (i) shall be a guaranteed maximum price construction contract, (ii) may include appropriate incentives for early completion and/or budget savings and shall include customary liquidated damages for late delivery and/or budget overruns; and (iii) shall include the following obligations and requirements of the Prime Contractor or Contractors (and such other provisions as the Project Developer reasonably deems appropriate):

(a) Coordinate the Work as it progresses and the inspections of the Project Improvements by consultants, review inspection reports, schedule and conduct preconstruction and construction meetings, implement courses of action when requirements of subcontracts or other agreements for the construction of the Project Improvements are not being fulfilled, and review and revise estimates of Project Costs.

(b) Comply with the requirements of Section 3.3 of this Agreement relating to the Blueprint Plan.

(c) Negotiate or prepare bid packages for the Work necessary for the award of subcontracts and other agreements, coordinate selections and procedures therefor and maintain harmonious labor relations. Upon the execution of such agreements, copies thereof shall be provided to the CCR.

(d) Review all Applications for Payment and supporting documentation prepared by Subcontractors and others performing work or furnishing materials for the Project Improvements and provide Project Developer with evidence of such payments.

(e) Negotiate final payments and/or final settlements with all parties involved in developing the Project Improvements.

(f) Supervise and coordinate the completion of Punch List Items and warranty work during the PD Warranty Period, and cause any known defects in the construction of the Project Improvements or in the installation or operation of any equipment or fixtures therein to be corrected during construction prior to Final Completion and/or within the PD Warranty Period. All warranty work and Punch List work shall be coordinated in advance with

the City's Orlando Venues Director and shall not unreasonably disrupt or interfere with either operations of the Soccer Stadium or with events held at the Soccer Stadium. All warranties (and the right to enforce such warranties) shall be assigned to the City as the owner of the Project upon the termination of the PD Warranty Period. During the PD Warranty Period, the Project Developer shall enforce the warranty provisions and ensure that the warranty work is performed either by the warrantor or by another Person engaged by the Project Developer (and during the PD Warranty Period, either the PDR or another person designated by the Project Developer shall serve as the warranty work contact person for the CCR, the Orlando Venues Director and the City). The foregoing terms and conditions of this Section 6.3(f) shall not limit any longer warranties on equipment and materials included in the Project Improvements, and the Prime Contractor, the Contractors, the Subcontractors and/or the Project Developer shall obtain warranties on such equipment and materials that customarily extend beyond the foregoing one (1) year period (such as warranties on roof, curtain wall, and mechanical equipment), including the materials and equipment as mutually agreed to by the CCR and PDR no later than six (6) months prior to Substantial Completion Date.

(g) Hold regular (not less than bi-weekly) job meetings with the Prime Contractor, which meetings will include Contractors, Subcontractors, sub subcontractors and the Design Architect, as appropriate and necessary, during the construction of the Project Improvements to review the progress of development of the Project Improvements and completion of the Project Improvements. The CCR shall be given reasonable notice of, and shall be permitted to attend, such job meetings. Minutes of any and all such meetings shall be prepared and delivered to the meeting participants and to the CCR. In connection therewith, an action log shall be maintained which clearly states action items, who is responsible to perform the action items, action items deadlines/due dates tied to the Project Schedule, and the status of each action item until completed.

(h) Implement and require all necessary inspection, testing and safety programs for the design and construction of the Project Improvements and prepare and submit monthly inspection reports, procedures, schedules and requirements with respect to such programs in writing to the Project Developer and CCR.

(i) Advise the Project Developer and CCR of any delays or anticipated delays in meeting the Project Schedule and of the actual dates on which the various stages and construction indicated on the Project Schedule are started and completed. Submit a Recovery Plan to the Project Developer and the CCR for review and comment whenever there is an anticipated or actual change to an item on the critical path of the Project Schedule resulting in a delay of seven (7) calendar days or more.

(j) Cooperate with the City and Project Developer in the turnover of the Project Improvements to the City for the use, occupancy and operation thereof, and facilitate the orderly transition from construction to such use, occupancy and operation (including delivery of all keys, maintenance manuals, operation manuals, warranties and the like prior to occupancy) in accordance with the Project Commissioning and Close-Out Plan.

(k) Provide an indemnification in favor of the City and Project Developer reasonably acceptable to the Parties.

(l) Maintain insurance as required in this Agreement or otherwise acceptable to the City and Project Developer, including commercial general liability with the City and Project Developer as additional insureds and errors and omissions insurance where applicable.

(m) Acknowledge the City as a third party beneficiary, with the right to approve the third-party beneficiary provisions of the Construction Contract.

(n) Conditionally assign the Construction Contract to the City or its designee in the event of default by Project Developer under the Construction Contract.

(o) If applicable pursuant to Article IV hereof, clearly allocate its fees and costs appropriately between Project Costs and Site Work costs and distinguish Project Improvements elements from Site Work elements in all plans, reports and invoices.

(p) Perform its services in accordance with Applicable Laws, the Construction Documents and the Design Standards.

(q) Promptly deliver such documents and other information as reasonably requested by the City in connection with any financing of the Project.

(r) Discharge any lien filed by it or its respective Subcontractors or consultants for labor performed or materials or services furnished in connection with the construction of the Project Improvements or the Site Work.

(s) Negotiate or prepare bid packages for any portion of the Work necessary for the award of Subcontracts and other agreements as set forth herein, coordinate selections and procedures therefor and maintain harmonious labor relations.

The Contracts with the Contractors performing construction services: (x) shall be either guaranteed maximum price construction contracts, fixed sum pricing construction contracts, or other forms of contract reasonably acceptable to the City; (y) may include appropriate incentives for early completion and/or budget savings and appropriate liquidated damages for late delivery and/or budget overrun; and (z) shall include the obligations and requirements, with respect to each such Contractor as described above in Sections 6.3(a), 6.3(b) to the extent applicable, 6.3(c), 6.3(d), 6.3(e), 6.3(f) to the extent applicable, 6.3(h), 6.3(i), 6.3(j), 6.3(k), 6.3(l) to the extent applicable, 6.3(m), 6.3(n), 6.3(o), 6.3(p), 6.3(q), 6.3(r) and 6.3(s) (and such other provisions as the Project Developer reasonably deems appropriate).

The Project Developer shall provide a copy of such Construction Contract and all amendments thereto to the City for review and comment. Except as otherwise provided herein, amounts owed to the Prime Contractor and Subcontractors for Work provided on the Project shall be considered Project Costs and shall be paid from the Construction Budget (except to the extent such amounts constitute Cost Overruns).

The Project Developer may contract with Contractors for other portions of the Work not being performed by the Prime Contractor. To the extent required by Applicable Law in order to pay such Contractors from the Project Development Fund, the selection of such Contractors shall

be pursuant to an open competitive procurement process (which process shall be subject to the review and reasonable approval by the CCR for consistency with the requirements of this Agreement), and such selection shall comply with Section 287.055 or Section 255.20, Florida Statutes, if applicable, as reasonably determined by the CCR. Except as otherwise provided herein, amounts owed to Contractors for Work provided on the Project shall be considered Project Costs and shall be paid from the Construction Budget (except to the extent such amounts constitute Cost Overruns).

6.4 Supervision of Construction. The Project Developer shall cause the Prime Contractor to supervise and coordinate the Work so that the Project is constructed, equipped, furnished and completed in a good and workmanlike manner and in accordance with the terms of this Agreement, the Construction Contract and the Construction Documents. The Project Developer shall contract with one or more independent Person(s) (together, the "Inspector"), to inspect the construction, perform soils and materials testing and perform threshold inspections and other inspections, in each case to the extent required by Applicable Law or the Permits for the Project Improvements, for the purposes of monitoring the performance of the Prime Contractor and causing the Work to be constructed in accordance with the Construction Documents. The cost of the Inspector shall be a Project Cost and shall be paid from the Construction Budget. The Project Developer shall enforce substantial compliance with the terms of the Contracts and agreements with the Design Contractors, Prime Contractor, Contractors and Subcontractors and require their performance substantially in accordance therewith. The Project Developer shall administer the Contracts for the design, construction, furnishing and equipping of the Project Improvements and require that work be continuously and diligently performed in accordance with the Construction Documents and Design Standards and in order to achieve Substantial Completion on or before the Substantial Completion Date.

6.5 Correction of Work and Construction Legal Matters. If, during construction, the Project Developer reasonably determines or otherwise becomes aware that construction is not proceeding in accordance with the Design Standards, the Construction Documents or this Agreement, the Project Developer shall exercise diligent, good faith efforts to cause the party responsible for any non-conforming Work to re-execute or correct such non-conforming Work at such party's expense (or to have the cost thereof paid in another manner which does not result in such cost of corrective Work being an additional Project Cost); provided, however, to the extent the Project Developer is unable, after exercising diligent and good faith efforts as required herein, to cause any non-conforming Work to be corrected without the cost therefor being an additional Project Cost, then the cost of correcting such non-conforming Work shall be a Project Cost and shall be paid from the Construction Budget. If the CCR observes or becomes aware of any non-conforming Work during construction of the Project Improvements, the CCR shall promptly notify the Project Developer of the same. If, however, the Project Developer reasonably determines that it is inexpedient to require the correction of such Work, then after consultation and reasonable approval by the CCR, an equitable deduction under the applicable Contract or agreement or other remedy acceptable to the Project Developer may be pursued. Any actions taken by the Project Developer pursuant to the foregoing paragraph shall not result in any material deviation from the Design Standards.

The Project Developer shall commence, defend and settle in good faith Actions concerning the development, design, construction, furnishing and equipping of the Project as are

necessary or required, and the Project Developer shall be entitled to retain counsel in connection therewith. In connection with such Actions: (i) the City shall have the right to review and provide comments to the Project Developer in connection with all such Actions; and (ii) the City must approve the terms of any settlement where the City is named as a defendant or the settlement amount exceeds Two Hundred Fifty Thousand Dollars (\$250,000.00). Provided that the City has made all payments required of it under this Agreement, if any claims or liens are filed with respect to the Project, the Project Developer shall take such action as is necessary to cause the release and removal thereof. The terms and conditions of this paragraph also shall apply to Actions brought against the City, its officers and employees, the CCR and/or other Persons performing services or work under contract with the City as agreed by the Project Developer as provided herein, which do not include the Project Developer as a party to the Action. Any Action involving third parties arising out of or pertaining to the foregoing paragraph, and which arises after the Substantial Completion Date, cannot be referred to Arbitration pursuant to Article XI below without the mutual consent of both Parties.

To the extent the Project Developer incurs any costs in connection with the correction of Work, the correction of any defects in the construction of the Project Improvements, the acceleration of the Work, or the commencement and pursuit of Actions as provided in this Agreement, such costs shall be Project Costs and shall be paid as part of the Construction Budget.

Prior to commencement of construction of the Project Improvements, the Project Developer shall establish an internal dispute resolution procedure with the goal of timely settling disputes between the Prime Contractor and its Subcontractors (and between the Contractors and their Subcontractors), as well as disputes between Subcontractors, without the need for arbitration or litigation. The dispute resolution procedure will provide the disputing parties an opportunity to meet and present their positions at the field level to senior on-site representatives, including the Program Manager and/or the Project Developer. The Project Developer shall include in its non-design Principal Contracts, and shall require the Prime Contractor and Contractors to include written provisions in all of the Other Contracts, a requirement that this internal dispute resolution procedure be followed prior to commencing any arbitration or litigation.

6.6 Construction Change Orders.

(a) Project Developer Change Orders. The Project Developer may, at any time and from time to time, by a written change order to the Construction Contract ("Change Order"), cause changes in the Work within the general scope of the construction required by this Agreement and changes to the time of performance of the Work, including changing the Substantial Completion Date; provided, however, that such Change Orders otherwise shall be subject to the terms of this Section 6.6.

The Project Developer shall timely provide the CCR with notice and copies of a request for a Change Order ("Change Order Request") for review and information prior to Project Developer authorization of the Change Order and performance of the work by the Prime Contractor or any of the Contractors, and provide copies to the CCR of the executed Change Order upon execution by the Project Developer and Prime Contractor or any of the Contractors.

Except in the case of an emergency involving imminent hazard to persons or significant damage to property, or in the event delaying Work under the Change Order will impact and delay the critical path of the Project Schedule, in either of which cases notice will be provided as soon as reasonably possible. Notice and copies of a Change Order Request shall be provided to the CCR at least ten (10) days prior to commencement of the Work set forth in the Change Order Request.

Change Order Requests shall not require the CCR's approval except Change Order Requests that involve any of the following: (i) any change that amends or deletes an element or term of the Design Standards included in the Construction Documents; (ii) any change that delays Substantial Completion beyond the Substantial Completion Date, any change that delays Substantial Completion beyond a revised Substantial Completion Date, or any change that delays Substantial Completion beyond the date specified in the Substantial Completion Notice; (iii) any change relating to or required by a Recovery Plan; or (iv) any change that amends or deletes any of the Project Developer's obligations pursuant to this Agreement. Upon receipt of any Change Order Request that requires approval of the CCR pursuant to this paragraph, the CCR shall review and respond in writing to such request within five (5) business days of its receipt thereof. The CCR shall exercise good faith efforts to respond as diligently and expeditiously as possible to any such Change Order Request requiring the CCR's approval. Upon completion of such review of a Change Order Request that requires approval of the CCR pursuant to this paragraph, the CCR, at its sole discretion, shall have the option to (A) accept and approve in writing the Change Order Request, in which event the parties shall be deemed to have agreed to the Change Order Request, (B) enter into negotiations with the Project Developer concerning any aspect of the Change Order Request, or (C) reject the Change Order Request in writing (stating with specificity the reason(s) for the disapproval), in which event the Change Order Request shall be deemed withdrawn and the Project Developer shall construct the Project Improvements pursuant to the Construction Documents without regard to such Change Order Request. Any failure of the CCR to approve or disapprove a Change Order Request within five (5) Business Days of receipt thereof shall be deemed approval of such Change Order Request. Upon the CCR's acceptance of a Change Order Request, either as originally submitted or as modified with the agreement of the Project Developer and the CCR, the Project Developer shall cause the Work required by such Change Order Request to be performed pursuant to a Change Order, and the Project Schedule and Construction Budget shall be adjusted as provided in the applicable Change Order Request. For the purposes of this Section 6.6(a), the CCR shall have the right and authority to approve any Change Order Request so long as such Change Order Request shall not result in an increase in the City's Pro Rata share of total Project Costs.

(b) City Change Orders. If the City wishes the Project Developer to make changes to the Work, the CCR shall submit a City request for change order ("CRCO") to the Project Developer for review. Upon receipt of a CRCO, the Project Developer shall, within five (5) business days, review such CRCO. Upon completion of such review, the Project Developer shall have the option to (i) accept and approve in writing the CRCO, in which event the parties shall be deemed to have agreed to the CRCO, (ii) enter into negotiations with the CCR concerning any aspect of the CRCO, or (iii) reject the CRCO in writing (stating with specificity the reason(s) for disapproval), in which event the CRCO shall be deemed withdrawn and the Project Developer shall construct the Project Improvements pursuant to the Construction Documents without regard to such CRCO. The Project Developer shall only be entitled to reject a CRCO that could reasonably be expected to: (A) cause the Soccer Stadium not to comply with

MLS Facilities Standards, (B) adversely affect the Event Center's ability to maximize revenues taken as a whole, including both Team Events and Other Events, (C) result in an increase in the Construction Budget or the need to draw down on any contingencies (except the City Allowance) included in the Construction Budget (unless the City agrees to fund such CRCO), or (D) impede or otherwise adversely affect the proper construction of the Project Improvements in accordance with the critical path of the Project Schedule, or delay Substantial Completion beyond the Substantial Completion Date (collectively the "Public Sector Change Order Limitation").

6.7 Payment and Performance Bonds. Prior to the commencement of construction of the Project Improvements, the Project Developer shall require the Prime Contractor and the Contractors to submit to the Project Developer and the CCR one or more payment bond(s) and performance bond(s) (together, the "Project Bonds") issued by a surety or sureties licensed in the State of Florida and meeting the following requirements: (i) the performance bond(s) shall be in the total amount of one hundred percent (100%) of the contract sums set forth in the Construction Contract and in the Contracts with the Contractors; (ii) the payment bond(s) shall be in the amount of one hundred percent (100%) of the contract sums set forth in the Construction Contract and in the Contracts with the Contractors; (iii) the surety or sureties issuing the Project Bonds shall have a financial strength rating of "A" or better, and a financial size category of "X" or higher, as rated by A.M. Best Company; (iv) the Project Bonds shall incorporate by reference all of the terms and conditions of the Construction Contract and the Contracts with Contractors, as applicable, including, but not limited to, the Prime Contractor's and Contractor's respective obligations for delay damages; (v) the Project Bonds shall be dual obligee bonds listing the Project Developer and the City as additional obligees; and (vi) the surety or sureties issuing the Project Bonds shall be listed with the current United States Department of the Treasury's Listing of Approved Sureties (Department Circular 570) for an amount no less than the contract sum set forth in the Construction Contract. The Project Bonds shall comply with Florida Statutes, Chapter 255.

6.8 Environmental Matters. At all times during construction of the Project Improvements, the Project Developer shall comply, and shall cause the Prime Contractor, Contractors, Subcontractors, and any other Person under its or their control accessing the Project Site to comply, with the provisions of applicable Environmental Laws applicable to the Project Site, including the materials used in the construction of the Project and the activities conducted on the Project Site. Notwithstanding anything in Article IV to the contrary, the Project Developer shall cause the performance of any Response Action for Hazardous Materials that may become located on the Project Site prior to the termination of the PD Warranty Period as the result of any error or omission of the Project Developer, the Prime Contractor, any Contractors, Subcontractors, or any Person under the Project Developer's or their control, in accordance with all applicable Environmental Laws. The costs of any Response Action pursuant to this Section 6.8 shall constitute Project Costs (provided the presence of Hazardous Materials on the Project Site did not result from any error or omission of the Project Developer) and shall be included in the Construction Budget, but only if and to the extent the Project Developer is unable to recover the costs from (or on behalf of) the Person responsible for the presence of Hazardous Materials on the Project Site. Nothing in this Section 6.8 shall be construed or deemed to require the Project Developer, the Prime Contractor, any Contractors or any Person under the Project Developer's control, to investigate and/or remediate any Hazardous Materials which are the responsibility of the City pursuant to Article IV hereof.

6.9 Approvals by the City and Project Developer. No approval by the City or Project Developer shall impose, imply or be construed as an assumption by the City or Project Developer of any duties or responsibilities of others with respect to the design or construction of the Work, or for the construction means and methods employed by or on behalf the City, of Project Developer or any Person retained by or on behalf of either the City or the Project Developer.

6.10 Changes to Contracts. The CCR shall have the right to approve any material change, modification or amendment to the Design Architect's Contract, the Construction Contract, or a Contract with a Contractor that exceeds Two Hundred Thousand Dollars (\$200,000.00). A material change, modification or amendment to such Contracts shall be deemed to be any change (except changes resulting from or relating to the City-Furnished Materials as described in Section 2.2 above) that increases or decreases the compensation under such Contracts by One Hundred Thousand Dollars (\$100,000) or more. Project Developer shall submit to CCR for review and approval any such proposed change, modification or amendment. The CCR shall have ten (10) days to approve or disapprove in writing such change. Any such disapproval shall state with specificity the reason(s) for such disapproval. Approval shall not be unreasonably withheld, conditioned or delayed. Any increases in the compensation under such Contracts shall constitute Project Costs and shall be paid from the Construction Budget. Notwithstanding the above, any contract changes related to the Blueprint Initiative shall require approval by the City and Blueprint Special Projects Manager.

6.11 Occupancy Prior to Completion. To the extent allowed by Applicable Law, the Project Developer shall use diligent efforts and make all commercially reasonable arrangements to permit the City to have partial occupancy of the Soccer Stadium no later than the earlier of (i) thirty (30) days prior to Substantial Completion, or (ii) the date of partial occupancy of the Soccer Stadium by OSH Without limiting the foregoing, the City may, in a timely manner, identify to the Project Developer any particular portions of the Project the City anticipates a need for partial occupancy prior to Substantial Completion of the Project and the dates thereof, which shall be reflected in the Project Schedule. The Project Developer specifically agrees to make the areas within the Project which comprise the City administrative offices, the kitchen commissary, the box office and storage areas (including ingress and egress thereto), as set forth in the Construction Documents, available by the date specified at the beginning of this Section 6.11. In connection with any such partial occupancy prior to Substantial Completion, the Project Developer and the City shall mutually agree, in good faith and in writing, on the terms and conditions of such partial occupancy, including the Project Developer's, City's and/or OSH's respective rights and obligations with respect to utilities, security, insurance, indemnification, joint use, non-interference with the Work or the ability to achieve Substantial Completion by the Substantial Completion Date, the City's diligent and good faith review of the Project Developer's request for a temporary certificate of occupancy to allow such partial occupancy, and the like. Project Developer shall provide OSH and the City with written notice of such availability not less than thirty (30) days prior to the date of such availability. Project Developer further agrees to use its reasonable efforts to permit the vendors, concessionaires and other parties engaged by OSH or the City access to the Soccer Stadium prior to Substantial Completion as contemplated herein. OSH's and/or the City's partial occupancy shall not initiate the Warranty Period and shall not obligate OSH or the City to accept the Soccer

Stadium as complete or to continue such partial occupancy nor shall such partial occupancy constitute a waiver of any default under this Agreement.

Within sixty (60) days after the completion of the Construction Documents, the Project Developer shall submit to the CCR for its review and approval, a Project commissioning and close-out plan (the "Project Commissioning and Close-Out Plan") which addresses the close-out and turnover of the Project to the City, including the following: occupancy prior to Substantial Completion; Substantial Completion and Final Completion inspections, equipment testing and start-up; completion of Punch List Items; LEED Commissioning; training of City employees for operation and maintenance of systems and equipment; submittal of warranties from manufacturers and suppliers; turnover of spare parts and acquired excess materials; schedule of events to be held by the City at the Soccer Stadium after Substantial Completion, including terms and conditions by which the City will be notified of delays in the Substantial Completion Date and liquidated damages payable to the City in the event that any such delays obligate the City for liquidated damages or other penalties; turnover of Project documents; and issuance of temporary and permanent Certificates of Occupancy for the Project. Upon its receipt of the Project Commissioning and Close-Out Plan, the CCR shall review the same and either approve or disapprove such plan in writing within thirty (30) days of its receipt thereof. If the CCR disapproves the proposed Project Commissioning and Close-Out Plan, the CCR shall specify in writing the reasons for such disapproval. In the event of such disapproval, the CCR and the Project Developer will then negotiate diligently and in good faith to agree on the final Project Commissioning and Close-Out Plan. In the event the CCR and the Project Developer are unable to agree on the final Project Commissioning and Close-Out Plan within forty five (45) days of Project Developer's receipt of written notice of disapproval, either party may then submit the Dispute to Arbitration as provided in Article XI herein.

6.12 Completion. The Project Developer hereby acknowledges the Substantial Completion Date is February 1, 2016 (subject to adjustment as a result of a Force Majeure Event or a Change Order, as provided herein). No later than six (6) months prior to the Substantial Completion Date, the Project Developer shall deliver to the CCR written notice of whether Substantial Completion will occur by the Substantial Completion Date and, if Substantial Completion will occur after such date, the date of Substantial Completion (the "Substantial Completion Notice"). In the event the Project Developer fails to meet Substantial Completion Date then the Project Developer shall be obligated to pay the City the daily sum of Three Thousand Dollars (\$3,000) for days 1 thru 30, Five Thousand Dollars (\$5,000) for days 31 thru 60, and Seven Thousand Five Hundred Dollars (\$7,500) for days 61 and up to a cap of Two Hundred Fifty Thousand Dollars (\$250,000) as liquidated damages for the failure to achieve Substantial Completion by the date of Substantial Completion specified in the Substantial Completion Notice (which liquidated damages shall be paid by the Project Developer to the City within sixty (60) days after the failure to achieve Substantial Completion by the date of Substantial Completion specified in the Substantial Completion Notice). The City shall take into account the date of Substantial Completion as set forth in the Substantial Completion Notice and shall work with the Project Developer in good faith to coordinate any ribbon-cutting or other ceremonious opening event(s) in the Soccer Stadium prior to the first MLS game to be held in the Soccer Stadium. Any such liquidated damages paid by the Project Developer to the City shall not be considered Project Costs or paid from the Construction Budget. The right to receive the daily sum of Three Thousand Dollars (\$3,000) for days 1 thru 30, Five Thousand Dollars

(\$5,000) for days 31 thru 60, and Seven Thousand Five Hundred Dollars (\$7,500) for days 61 and up to a cap of Two Hundred Fifty Thousand Dollars (\$250,000) as full liquidated damages (and not as a penalty) shall be the City's sole and exclusive remedy in the event of the failure to achieve Substantial Completion by the date of Substantial Completion specified in the Substantial Completion Notice as provided above, and the Project Developer acknowledges that the foregoing sum constitutes a fair and reasonable amount to be received by the City as agreed and liquidated damages for the foregoing failure. Provided, however, the Project Developer shall not be obligated to pay the foregoing liquidated damages to the City in the event the failure to achieve Substantial Completion by the date of Substantial Completion specified in the Substantial Completion Notice results from or arises out of the negligent acts or omissions, or wrongful misconduct, of the City and/or the CCR in connection with the performance and satisfaction of their respective duties and obligations under this Agreement.

6.13 Inspection Rights of the City. The Project Developer agrees that the City, through the CCR, shall have the right at all times during normal business hours of the Project Developer, the Contractors or the Prime Contractor, as the case may be, and at such other times as the CCR may reasonably request, to review the Construction Documents and to inspect the progress of the construction of the Project Improvements. The City shall also have the right to have other City representatives and guests on the Project Site to inspect or observe the Project Improvements. The City agrees to require the CCR and any other City representative or guest to comply with all applicable Project Site safety and security requirements and procedures. Further, any such physical inspection or observation by the CCR or City representatives or guests shall not obstruct or interfere with the construction of the Project Improvements. The provisions of this Section 6.13 shall in no way limit or otherwise relieve the Project Developer from the obligation to cause the completion of the Project Improvements in conformance with this Agreement unless the City's inspections or tours unreasonably obstruct or interfere with the construction of the Project Improvements, and then only to the extent that such acts continue after the Project Developer's reasonable notice to the CCR of such obstruction or interference.

ARTICLE VII

FUNDING AND DISBURSEMENTS

7.1 Project Funding.

(a) City's Project Development Fund. The City will establish the Project Development Fund, which will contain the sum of at least Sixty-Nine Million Dollars (\$69,000,000), and which shall be used to pay the City's share of Project Costs pursuant to this Agreement. In addition to the funds already contained in the Project Development Fund, the City shall deposit and include in the Project Development Fund all interest and income earned, if any, on the OSH Contribution pursuant to this Agreement, together with all interest and income earned on all of the foregoing funds held in the Project Development Fund (less financing costs required to be paid from the foregoing funds pursuant to the Interlocal Agreement). The Project Costs to be paid from the City Contribution to Project Development Fund shall consist of the City-Furnished Materials Costs and City's share of the Pro Rata Costs. No portion of the City

Contribution to the Project Development Fund shall be used to pay either the Non-CCNA Costs or Excluded Costs. The Project Costs to be paid from the OSH Contribution to Project Development Fund shall consist of the OSH share of the Pro Rata Costs and the Non-CCNA Costs. No portion of the OSH Contribution to the Project Development Fund shall be used to pay Excluded Costs. The Project Developer agrees to abide by any funding restrictions to the same extent that any restrictions may be imposed upon the City, including any applicable transportation funding restrictions.

Funding levels held in the Project Development Fund in excess of those needed for immediate payment of the City's share of Project Costs shall be invested in accordance with Applicable Law and with the City's investment policy. Interest proceeds from the Project Development Fund will be accumulated in the Project Development Fund and shall be used solely for Project Costs and Project financing costs (provided, however, that such Project financing costs shall not be Project Costs). In addition to other costs and expenses specifically identified in this Agreement as being the responsibility of the City and regardless of the funding levels held in the Project Development Fund, and notwithstanding anything herein to the contrary, the City shall be obligated to pay all Project Costs in an amount equal to the Budget Cap less the OSH Contribution.

(b) OSH Contribution. As of the Effective Date hereof, the Project Developer has caused OSH to fund and contribute the OSH Contribution, which OSH Contribution has been deposited in the Project Development Fund. The OSH Contribution shall be used to fund and pay for those portions of the Project Costs for which the Project Developer is responsible pursuant to the terms and conditions of this Agreement.

(c) City Contribution. The City acknowledges and agrees that it shall appropriate the City Contribution prior to or simultaneous with the satisfaction of the conditions precedent set forth in 16.2.

7.2 Budget Cap. The Parties acknowledge and agree that the total Project Costs, excluding Cost Overruns and Excluded Costs, shall be a maximum of Sixty-Nine Million Dollars (\$69,000,000.00) (the "Budget Cap"); provided, however, the Soccer Stadium must meet the Design Standards.

7.3 Cost Overruns. The Project Developer shall pay, or cause OSH to pay, all costs and expenses in connection with the design, construction, furnishing and equipping of the Project Improvements to the extent such costs and expenses exceed the Budget Cap, including any modifications requested by MLS to comply with MLS Facilities Standards or other of its rules and regulations, but excluding any costs or expenses which are Excluded Costs (the "Cost Overruns"). The City shall have no responsibility to pay any Cost Overruns, Excluded Costs or other costs which the Project Developer is otherwise obligated to pay pursuant to this Agreement.

7.4 Construction Budget.

(a) Within thirty (30) days after the Effective Date hereof, the Project Developer shall deliver to the CCR, for the CCR's review and comment, a preliminary line item

Project budget ("Preliminary Budget") that will not exceed the Budget Cap and that sets forth the projected costs of designing, developing, constructing, furnishing and equipping of the Project Improvements, including the City Allowance and a reasonable contingency of at least 5% of the Soccer Stadium Project Costs to be used for legitimate costs to complete the Project Improvements (such as costs of acceleration, delay, corrective work, and the like) as permitted in this Agreement and other expenditures mutually agreed upon by the Parties. The Preliminary Budget may be revised from time to time by the Project Developer as the design, development and construction process for the Project progresses, subject to compliance with the Design Standards and the Project Developer's obligations pursuant to this Agreement; provided, however, that the City Allowance and CCR and Advisor Costs may be reduced only upon the advance written approval of the CCR, which approval may be withheld in the CCR's sole discretion. All savings realized in any one line item of the Construction Budget may be applied to excess costs in other line items so long as such other line item is not otherwise subject to a spending limitation as provided herein (such as, for example, the CCR and Advisor Costs). The CCR shall be provided an opportunity to review and comment on proposed revisions to the Preliminary Budget. The Preliminary Budget, as modified from time to time pursuant to this Agreement, shall be referred to as the "Construction Budget". Except as otherwise provided in this Agreement, Project Costs shall be paid from the Construction Budget within the Budget Cap, and Cost Overruns shall be paid by Project Developer from its own funds as an Excluded Cost.

(b) The reasonable fees and expenses incurred by the City in connection with the CCR and the Advisor specifically related to services provided for the Project, which shall not exceed an aggregate amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) (collectively, the "CCR and Advisor Costs"), shall be considered Project Costs and paid from the Construction Budget (unless the City shall otherwise request). Contract Revenues and proceeds of Contract Obligations, as both terms are defined in the Interlocal Agreement, shall not be used to pay CCR and Advisor Costs.

7.5 Excluded Costs. The following costs and expenses shall not be considered Project Costs, shall be excluded from the Construction Budget, shall not constitute Cost Overruns, and shall not be funded from the Project Development Fund (together, "Excluded Costs"):

(a) Any costs or expenses related or incidental to a CRCO which the Project Developer accepts (i) for items that are not necessary to comply with the Design Standards, or (ii) for subsequent changes to elements in the Soccer Stadium Plans previously approved by the CCR. In all events, however, the foregoing shall be subject to the Public Sector Change Order Limitations and such costs shall be borne by the City;

(b) Any costs or expenses incurred by either of the Parties in connection with the negotiation and documentation of the transactions contemplated by this Agreement including without limitation, any expenses incurred in connection with advisors, attorneys, consultants or others engaged by them, which costs or expenses shall be borne solely by the Party incurring the same;

(c) Any costs or expenses incurred by the Project Developer in connection with the Project Improvements that (i) are not related to the design, development, permitting,

construction, furnishing and equipping of the Project Improvements, (ii) the Project Developer elects to pay even if they are related to the design, development, permitting, construction, furnishing and equipping of the Project Improvements, or (iii) are otherwise specified in this Agreement to be paid by Project Developer and excluded from Project Costs;

(d) Site Costs and Off-Site Utility Work Costs, which are to be paid by the City;

(e) Financing costs incurred by any Party including bond insurance and legal costs, which amounts shall be borne solely by the Party incurring the same, and will bear certain interest costs not yet fully paid, as required in the Interlocal Agreement);

(f) All Non-CCNA Costs, to the extent the same exceed the amount of the OSH Contribution, shall be paid by the Project Developer and shall not be Project Costs; and

(g) Any other fee, cost or expense which is specifically identified in this Agreement as an Excluded Cost.

7.6 Appointment of Escrow Agent. The City and the Project Developer agree that Wells Fargo Bank, National Association, a national banking association, as escrow agent (the "Escrow Agent"), shall serve as the escrow agent under the Disbursement Escrow Agreement. Both the Project Developer and the City hereby acknowledge and agree that each has approved the Disbursement Escrow Agreement. The compensation to be paid to the Escrow Agent pursuant to the Disbursement Escrow Agreement shall be considered Project Costs and shall be paid from the Construction Budget.

7.7 Payment for Project Improvements.

(a) Obligation to Pay Project Costs. Except as otherwise provided in this Agreement, the City and Project Developer shall timely cause to be paid from the Project Development Fund, all due and owing amounts in connection with the design, construction, furnishing and equipping of the Project Improvements as provided herein, pursuant to the payment procedures established in this Agreement. In accordance with the requisition and disbursement procedures set forth below in this Section 7.7, Project Costs shall be paid as follows: (i) all Non-CCNA Costs shall be paid from the Project Development Fund; (ii) all City-Furnished Materials Costs shall be paid directly by the City from the Project Development Fund; and (iii) all other Project Costs shall be paid Pro Rata from the Project Development Fund (subject to the City's determination of funding sources as provided in Section 7.7(d)(i) below).

(b) Requisition and Payment Procedures. Each month, Project Developer shall prepare a request for disbursement from the Project Funds ("Draw Package"). Each Draw Package shall be delivered to OSH and the CCR, shall be certified as true and correct by Project Developer to the best of its knowledge and belief based on the information provided to it by the Design Architect, Prime Contractor and Contractors, and shall contain the following:

(i) A statement setting forth (A) the name, address and federal taxpayer identification number of each payee, (B) the amounts to be paid, (C) a description of the Work provided by each payee, and (D) invoices and other supporting documentation reasonably

acceptable to the CCR. Each Draw Package shall include a copy of the Application for Payment from each payee for whom payment is being requested.

(ii) With respect to the Draw Packages relating to the Design Architect Contract, the Draw Package shall include, to the extent applicable and permitted by law, a conditional partial waiver of lien from each payee covering all Work performed by such payee through the current payment application of such payee.

(iii) With respect to the Draw Packages relating to the Construction Contract and Principal Contracts, the Draw Package shall include: (A) the most recent schedules of values prepared in accordance the Construction Contract and Principal Contracts, if applicable, which schedules of values shall allocate the applicable GMP or fixed contract sum among the various portions of the Work relating to the Project Improvements and shall identify the percentage of that portion of the Work that has actually been completed, and (B) to the extent applicable and permitted by law, conditional partial waivers of lien from each payee covering all Work performed by such payee through the current payment application of such payee.

(iv) No later than the monthly cutoff date for delivery of such information as established by the CCR and the Project Developer, the City shall submit to the Project Developer, for inclusion in the next Draw Package, an Application for Payment for CCR and Advisor Costs incurred for the period to be covered by the next Draw Package.

(v) The Project Developer's determination of the funding requirements and funding sources for the period covered by such Draw Package, including the Project Developer's determination of amounts due for Non-CCNA Costs, amounts due for City-Furnished Materials Costs, and amounts due for Pro Rata Costs.

(c) The period covered by each Draw Package shall be one (1) calendar month ending on the last day of the month. The Draw Package shall be delivered to the CCR and OSH on or before the fourth (4th) Business Day of the next calendar month following the period covered by the Draw Package (the "Draw Package Submittal Date"). If a Draw Package is not submitted by the Draw Package Submittal Date, then the same shall be included in the next month's Draw Package. Notwithstanding the foregoing, however, Project Developer shall be obligated to keep the City and OSH reasonably informed with respect to the development and content of each Draw Package being prepared for submittal.

(d) Upon delivery of each Draw Package, the procedure for review and approval of such Draw Package and the disbursement of funds for the payment of Project Costs shall be as follows:

(i) Within five (5) Business Days of each Draw Package Submittal Date, each of the City and OSH shall review the Draw Package and notify the other (i.e., the City shall notify OSH and OSH shall notify the City) and the Project Developer, in writing, of its approval or disapproval of the particular Draw Package and of the requested payment of Non-CCNA Costs, City-Furnished Materials Costs and Pro Rata Costs as set forth therein. If either the City or OSH disapprove all or any portion of any Draw Package, the disapproving party shall

specify in writing, within the foregoing five (5) Business Day review period, its objections and the City, OSH and Project Developer shall follow the procedures set forth in 7.7(d)(ix) below.

(ii) Within five (5) Business Days of each Draw Package Submittal Date, the City shall: (A) determine, in its reasonable discretion and in accordance with the terms and conditions of this Agreement (and shall notify the Project Developer and OSH in writing of such determination), the appropriate funding source for the payments identified in the Draw Package (the "City Funding Determination"), and (B) subject to Section 7.7(d)(ix) below, wire transfer funds from the Project Development Fund to the Disbursement Escrow, pursuant to the Disbursement Escrow Agreement, sufficient to pay those portions of the Project Costs which are to be paid from the Project Development Fund pursuant to the City Funding Determination.

(iii) Within one (1) Business Day of its receipt of the City Funding Determination pursuant to Section 7.7(d)(ii) above (but subject to Section 7.7(d)(ix) below), Project Developer shall immediately transfer funds to the Disbursement Escrow sufficient to pay those portions of the Project Costs representing payment of Cost Overruns and Excluded Costs which are the responsibility of the Project Developer and paid in accordance with the City Funding Determination.

(iv) The Parties anticipate that, within seven (7) Business Days after the Draw Package Submittal Date (but subject to Section 7.7(d)(ix) below), the Escrow Agent shall issue and deliver to the Project Developer checks (made payable to the applicable payees) representing the payments due for undisputed Pro Rata Costs and Non-CCNA Costs as reflected in the applicable Draw Package.

(v) Within three (3) Business Days after its receipt of such checks from the Escrow Agent (but subject to Section 7.7(d)(ix) below), the Project Developer shall deliver checks to the various payees for the payment of undisputed Non-CCNA Costs and Pro Rata Costs. Simultaneously with, and as a condition of, the delivery of such checks, Project Developer shall collect and receive unconditional partial lien waivers, if permitted by law, from each payee covering all Work (and invoices) covered by the applicable Draw Package for which payment is being made pursuant to this Section 7.7. Such unconditional partial lien waivers shall be received by Project Developer in exchange for payment, and Project Developer shall not deliver any check for payment as contemplated in this Section 7.7 unless the Project Developer receives simultaneously with the delivery of such check the unconditional partial lien waiver, if permitted by law, covering the Work (and invoice) for which payment is being made pursuant to such check. Notwithstanding anything contained in this Section 7.7(d)(v) to the contrary, however, the Project Developer shall be entitled to deliver payments hereunder to payees without receiving simultaneously an unconditional partial lien waiver for such payment, provided that the unconditional partial lien waiver, if permitted by law, relating to such payment is obtained and received by the Project Developer no later than the receipt by the Project Developer of the next succeeding check to such payee for additional Work performed or provided by such payee (and the City shall be entitled to withhold the next succeeding check to such payee if such unconditional partial lien waiver, if permitted by law, has not been obtained from such payee by the Project Developer). The Project Developer's right to deliver payment to a particular payee without receiving simultaneously an unconditional lien waiver covering the Work (and invoice) for which payment is being made shall not apply to the final payment to any such payee. The

Parties intend that the Project Improvements be designed, constructed, furnished and equipped free of liens and claims; and the Project Developer agrees to cause the same to occur and shall require the execution and delivery of any other forms necessary to assure the effective waiver of construction and other liens and claims in compliance with the laws of the State of Florida. The Project Developer shall promptly deliver to the City copies of all such unconditional partial lien waivers and any other proof of payment indicating its performance and satisfaction of this Section 7.7(d)(v).

(vi) Within ten (10) Business Days after the Draw Package Submittal Date (but subject to Section 7.7(d)(ix) below) or within ten (10) Business Days after receipt of any pay request submitted with the attached invoices for materials, the City shall directly pay all Suppliers with respect to City-Furnished Materials purchased by the City and in accordance with Exhibit "B," attached hereto. The Parties intend that the Project Improvements be designed, constructed, furnished and equipped free of liens and claims, and the Project Developer agrees to cause the same to occur and shall require the execution and delivery of any other forms necessary to assure the effective waiver of construction and other liens and claims in compliance with the laws of the State of Florida. The Project Developer shall cause the Prime Contractor to promptly deliver to the City copies of all such unconditional partial lien waivers, if permitted by law, and any other proof of payment indicating its performance and satisfaction of this Section 7.7(d)(vi).

(vii) Subject to Section 7.7(d)(ix) below, the Project Developer shall require (A) the Prime Contractor and the Contractors to pay all the Subcontractors amounts owed pursuant to the applicable Draw Package no later than five (5) Business Days after the Prime Contractor's and Contractors' respective receipt of payments pursuant to Section 7.7(d)(v) above, and (B) the Design Architect to pay all the Design Professionals amounts owed pursuant to the applicable Draw Package in accordance with the Design Architect Contract.

(viii) Cost Overruns shall be paid solely from the funds of the Project Developer and Excluded Costs shall be paid from funds of the Party responsible for such Excluded Costs other than from the Project Funds.

(ix) In the event either the City or OSH disapproves any portion of a Draw Package, then within the five (5) Business Day review period specified in Section 7.7(d)(i) above, such disapproving party shall deliver to Project Developer and either the City (if OSH is the disapproving entity) or OSH (if the City is the disapproving entity), written notice of its objection, which notice shall specify in reasonable detail the reasons for the objection. If such written notice of objection or disapproval is not delivered to the required parties within five (5) Business Days after the Draw Package Submittal Date, then the Draw Package shall be deemed approved in its entirety and the parties shall proceed with the disbursement of funds and payment of invoices as set forth in this Section 7.7. Project Developer shall have the right to amend a Draw Package as reasonably required to address the written objections of the City and/or OSH. Regardless of whether an amended Draw Package is received, the parties shall direct the Escrow Agent to deliver payments to the appropriate parties as provided hereinabove for those portions of each Draw Package for which no written objection to payment has been made by the City and/or OSH within the time period prescribed above. With respect to the portion of the Draw

Package for which an objection is properly made, such disputed portion shall not be paid and the payment Dispute shall be submitted to Expedited ADR pursuant to Article XI below.

(x) Notwithstanding anything contained in this Section 7.7 to the contrary, Project Developer shall be entitled to prepare and submit Draw Packages more frequently than monthly, in which event all of the foregoing terms and conditions of this Section 7.7 shall apply to and govern the process and timing for review and approval of each such Draw Package.

7.8 Project Costs Reconciliation. Although the Parties intend that Project Costs (up to the Budget Cap) will be paid Pro Rata, given the disbursement and payment procedures described in Section 7.7 above with respect to the funding sources and payment of Non-CCNA Costs, City-Furnished Materials Costs and Pro Rata Costs (together with the Advanced Funds already paid), the Parties will be required to conduct a reconciliation and adjustment of amounts paid by each of the Parties to ensure that the total Project Costs are paid Pro Rata as contemplated herein. In particular, the Parties intend to ensure that sufficient funds remain and are available at all times in the Project Development Fund to pay Non-CCNA Costs throughout the design and construction of the Project Improvements, and the City will take the foregoing stated intent into account in connection with each City Funding Determination. Accordingly, as part of the disposition of funds after payment of all Project Costs pursuant to Section 7.9 below, the Parties shall reconcile and adjust amounts paid from the Project Development Fund to ensure the Pro Rata payment of Project Costs (including Non-CCNA Costs, City-Furnished Materials Costs and Pro Rata Costs) as contemplated in this Agreement. To facilitate the City Funding Determination, no later than thirty (30) days after the Effective Date, the Project Developer shall provide the CCR a schedule of existing and anticipated Non-CCNA Contracts with dollar amounts and, thereafter, Project Developer shall provide periodic and timely updates to such schedule as the Persons with Non-CCNA Contracts or the dollar amounts of such Non-CCNA Contracts change. If either Party abandons the Project or terminates this Agreement for any reason, then, in addition to other rights and remedies provided herein, the Party that expended more than its Pro Rata share of Project Costs shall be reimbursed by the other Party an amount equal to such excess Pro Rata share of Project Costs.

7.9 Disposition of Funds After Payment of All Project Costs. To the extent that funds remain in the Project Development Fund on the fifth (5th) anniversary of the date of Substantial Completion, the Parties first shall establish and maintain a reasonable reserve to pay costs anticipated in connection with warranty work, LEED Commissioning (if applicable), insurance claims, the Project Costs reconciliation described in Section 7.8 above, and other appropriate Project Costs likely to be incurred after such date, if any, with the amount of such reserve and the terms and conditions of the disbursement of such reserve to be mutually agreed upon by the Project Developer and the CCR. Once all Project Costs have been fully paid and no Project contingencies remain: (i) City Contribution funds remaining in the Project Development Fund will be redistributed to the public funding parties (i.e., to the County and the City on a pro-rata basis determined by their respective aggregate funding and contribution amounts to the Project) and disposed of by those parties in accordance with Applicable Law, the Interlocal Agreement and bond covenants, (ii) OSH Contribution funds remaining in the Project Development Fund will be returned to OSH, in each case subject to a final reconciliation to be performed by the City in consultation with the Project Developer to ensure that all Project Costs

were paid Pro Rata from the Project Development Fund so that the remaining amounts of the City Contribution and OSH Contribution, respectively, are consistent with the original contributions.

ARTICLE VIII

SCHEDULES AND REPORTS

8.1 Design and Construction Schedules. The Project Developer shall, not later than thirty (30) days from the Effective Date hereof, prepare and deliver to the CCR, for review and approval, a schedule for the permitting, design, construction, furnishing and equipping of the Project Improvements (such schedule, as revised monthly with the CCR being furnished copies of such revisions for review and comment, being referred to as the "Project Schedule"). The Project Schedule shall include the Design Schedule, include time for adverse weather conditions to the extent normally encountered in the Orlando, Florida area and the impacts thereof, establish a date for Substantial Completion not later than the Substantial Completion Date, delineate all phases of the Project Improvements and set forth a date for completion of each phase in sufficient detail to allow the CCR to monitor progress of the Project. The Project Schedule shall be related to the permitting, design, construction, furnishing and equipping of all aspects of the Project Improvements and occupancy of the Project. The Project Schedule shall indicate the dates for the commencement and completion of the various stages of the permitting, design, construction, furnishing and equipping of the Project Improvements and occupancy of the Project and shall be revised as required by the conditions of the Project. The parties acknowledge and agree that notwithstanding any theoretical delay or theoretical extensions of time for completion as may be shown on any schedules or printouts, the Project Schedule shall be governed by this Agreement and the Substantial Completion Date shall only be extended as provided herein. The phases of the Project to be addressed in the Project Schedule shall include: (i) the City's Site Obligations and the Off-Site Utility Work, (ii) the design phases, (iii) acquisition and approval of Permits, and (iv) all construction phases, including furnishing and equipping the Project Improvements. Dates or time periods set forth in this Agreement shall be included in the Project Schedule and such dates or time periods may not be extended, except as provided in this Agreement. The Project Schedule shall be in the form of a time-scaled precedence diagram with associated computer analysis and shall consist of detailed activities and their restraining relationships as required to perform the Work. Appropriate significant milestones shall be included. As between the City and the Project Developer, the Project Developer shall "own" the "total float" within the Project Schedule and as between the Project Developer and the Prime Contractor and other Contractors, the Project Developer shall "own" the "total float" within the Project Schedule. The Project Schedule will be updated monthly to reflect measured job progress. Should, at any time, the Project Developer know of or anticipate slippage in any of the Work that is likely to result in a delay of the Substantial Completion Date, a detailed recovery plan showing how (to the extent feasible) the delay shall be overcome, tied to an update of the Project Schedule, shall be presented to the CCR for its review and comment.

8.2 Progress Reports. The Project Developer shall prepare and deliver (or cause to be prepared and delivered) to the CCR a progress report ("Progress Report") for each month during design and construction of the Project Improvements. Each Progress Report shall include the then-current Project Schedule and shall generally describe the status of the

permitting, design, construction, furnishing and equipping of the Project Improvements. Each Progress Report shall include: actual versus estimated percentage completion for each component of the Project Improvements; any change in Project Costs incurred in connection with the construction, furnishing and equipping of the Project Improvements; performance against the Project Schedule; any change in the critical path; and revisions to the Project Schedule as of the end of each reporting period. Each Progress Report shall include a discussion of all material issues/concerns that could affect the achievement of Substantial Completion by the Substantial Completion Date, or costs that are likely to cause an increase to the Project Budget, or Work that does not comply with the Design Standards of the Construction Documents, along with plans as to how to remediate each issue. Each Progress Report shall address significant plans and actions for the next month. Each Progress Report shall include updates and revisions, if applicable, to the plan regarding Green Building Standards referenced in Section 5.2(b) hereof.

8.3 Inspection, Safety and Quality Assurance Programs and Reports. The Project Developer shall implement and require (or cause to be implemented and required) all necessary inspection, testing, quality assurance and peer review and safety programs in compliance with Applicable Law for the design, construction, furnishing and equipping of the Project Improvements, and shall prepare and submit its procedures, schedules and requirements with respect to such programs in writing to the CCR for review and comment. The CCR shall have the right to participate in the implementation of such programs. The quality assurance and peer review program shall detail the methods and procedures to assure that the Work conforms to the Construction Documents and the Design Standards. The Project Developer shall cause copies of all inspection reports and soils and materials testing reports to be timely sent to the CCR. Progress Reports required under Section 8.2 hereof shall advise the CCR of the status of such programs. Within thirty (30) days after the Effective Date, the Project Developer shall submit to the CCR an emergency notification protocol, addressing such matters as accidents, injuries or other emergencies, which shall be subject to the CCR's review and approval, which shall not be unreasonably conditioned, withheld or delayed.

8.4 Significant Event Reports. Should any Force Majeure Event occur, or should another situation or event occur which, in the Project Developer's reasonable judgment, is likely to have a material adverse impact on the Work, the Project Developer shall require the Prime Contractor to prepare a report and analysis addressing the nature and impact of such event and the Prime Contractor's proposed methods and procedures for addressing and resolving any problems or issues resulting from such event (a "Significant Event Report"). The Prime Contractor shall deliver a Significant Event Report to the Project Developer and the CCR within five (5) Business Days after the Prime Contractor knew or should have known of the occurrence of such significant event.

8.5 Final Completion Report. Within thirty (30) days after Final Completion of the Project, the Project Developer shall deliver or cause to be delivered to the CCR a report which shall set forth: (i) the total Project Costs incurred in connection with the design, construction, furnishing and equipping of the Project Improvements through the date of such report, (ii) all warranty items which are in the process of, or will be, corrected and the schedule for such corrections, and (iii) the status of any Actions affecting the Project Developer or the City and related to the Project. After delivery of the aforesaid report, the Project Developer shall

continue to deliver, or cause to be delivered, to the CCR, an updated monthly completion report until (x) no Project Costs are sought for payment from the Project Development Fund, (y) all warranty items are corrected, and (z) no Actions remain against either or both Parties arising out of or pertaining to this Agreement.

8.6 Documents Required by Law. The Project Developer shall execute, and file punctually when due, all forms, reports and documents relating to the Project required by Applicable Law.

ARTICLE IX

DEFAULTS AND REMEDIES

9.1 Project Developer Default. If, at any time, the Project Developer shall: (i) commit a material breach of this Agreement (including the failure to pay any sums or amounts due from the Project Developer hereunder) which remains uncured for a period of more than thirty (30) days after its receipt of written notice of default from the City, identifying with particularity such failure or violation (a "City Default Notice") (provided, however, that if such matter, other than the non-payment of amounts due as provided above, cannot be cured within such thirty (30) day period, the Project Developer shall not be in default if the Project Developer shall commence the cure within such thirty (30) days and thereafter diligently pursues the cure thereof to completion, provided that the Project Developer shall not have more than ninety (90) days to cure such matter); (ii) make a general assignment for the benefit of creditors, or if bankruptcy, reorganization, receivership, insolvency, liquidation or other similar proceedings are instituted by or against the Project Developer which result in the entry of an order for any such relief and, if such proceedings are instituted against the Project Developer, such order is not vacated, discharged, stayed or bonded pending appeal within ninety (90) days after entry thereof; or (iii) any representation or warranty made by the Project Developer herein shall prove to have been incorrect when made in any material and adverse respect (with each or any of the foregoing being a "Project Developer Default"), the same shall constitute a default hereunder and, upon the occurrence of a Project Developer Default, the City may exercise any and all remedies available at law and in equity. In the event the City obtains termination of this Agreement resulting from a Project Developer Default, the Project Developer shall be obligated, at the City's request, to assign its rights under the Construction Contract, the Construction Documents, the Contracts with Contractors, the Design Architect Contract, the Design Development Documents, the Principal Contracts, and any other Contracts to which the Project Developer is a party, as necessary, in order for the City to complete the Project Improvements as contemplated hereunder. In the event the City assumes the obligation to complete the Project Improvements as contemplated in this Section 9.1, the City shall be obligated to cause, obtain and complete the permitting, development, design, construction, furnishing and equipping of the Project Improvements in accordance with the Design Standards.

9.2 City Default. If the City shall: (i) commit a material breach (including the failure to pay any sums or amounts due from the City hereunder) of this Agreement which remains uncured for a period of more than thirty (30) days after receipt of a written notice of default from the Project Developer, identifying with particularity such failure or violation ("Project Developer Default Notice") (provided, however, that if such matter, other than the non-

payment of amounts due as provided above, cannot be cured within such thirty (30) day period, the City shall not be in default if the City shall commence the cure within such thirty (30) days and thereafter diligently pursues the cure thereof to completion, provided that the City shall not have more than ninety (90) days to cure such matter); (ii) make a general assignment for the benefit of creditors, or if bankruptcy, reorganization, receivership, insolvency, liquidation or other similar proceedings are instituted by or against the City which result in an entry of an order for any such relief, and, if such proceedings are instituted against the City, such order is not vacated, discharged, stayed or bonded pending appeal within ninety (90) days after the entry thereof; or (iii) any representation or warranty made by the City herein shall prove to have been incorrect when made in any material and adverse respect (with each or any of the foregoing being a "City Default"), the same shall constitute a default hereunder and, upon the occurrence of a City Default, the Project Developer may exercise any and all remedies available at law and in equity.

9.3 Non-Exclusive Remedies. All rights and remedies set forth in this Agreement are cumulative and in addition to the Parties' rights and remedies at law or in equity. A Party's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. A Party's delay or failure to exercise or enforce any rights or remedies shall not constitute a waiver of any such rights, remedies or obligations. No Party shall be deemed to have waived any default unless such waiver is expressly set forth in an instrument signed by such Party. If a Party waives in writing any default, then such waiver shall not be construed as a waiver of any covenant or condition set forth in this Agreement except as to the specific circumstances described in such written waiver. Neither payment of a lesser amount than the sum due hereunder nor endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction, and the other Party may accept the same without prejudice to the right to recover the balance of such sum or to pursue any other remedy.

9.4 Equitable Relief. The Parties acknowledge that the rights conveyed by this Agreement and the covenants of the Parties are of a unique and special nature, and that any violation of this Agreement shall result in immediate and irreparable harm to the Project Developer or the City, as the case may be, and that in the event of any actual or threatened breach or violation of any of the provisions of this Agreement, the affected Party shall be entitled as a matter of right to Injunctive Relief from any equity court of competent jurisdiction. Each Party waives the right to assert the defense that such breach or violation can be compensated adequately in damages in an action at law.

9.5 No Special, Indirect, Incidental, Consequential Exemplary, Treble or Punitive Damages. IN NO EVENT SHALL ANY PARTY NOR ANY OF THEIR AFFILIATES, ELECTED OR APPOINTED OFFICIALS, SHAREHOLDERS, DIRECTORS, PARTNERS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS OR AFFILIATES HAVE ANY LIABILITY OF ANY KIND TO THE OTHER PARTY FOR LOST PROFITS OR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE OR PUNITIVE DAMAGES, IN CONTRACT, TORT OR OTHERWISE, UNDER OR AS A RESULT OF THIS AGREEMENT, EVEN IF SUCH PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE BY THE OTHER PARTY OR BY A THIRD PARTY. THE

PRECEDING LIMITATION SHALL NOT BE A BASIS FOR ANY CLAIM OR ARGUMENT THAT AN ARBITRABLE DISPUTE SHOULD NOT BE ARBITRATED. NOTWITHSTANDING THE FOREGOING, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY INDEMNIFICATION FOR THIRD PARTY CLAIMS.

ARTICLE X

INDEMNIFICATION

10.1 Project Developer's Indemnification of City. In addition to all other rights and remedies under this Agreement, Project Developer shall indemnify and hold harmless the City Indemnified Persons from and against any and all liability, damages, actions, claims, penalties, suits, judgments, costs and expenses, including reasonable attorneys' fees and expenses (at both trial and appellate levels, whether in actions between the Parties or actions brought by third parties) (collectively, "Losses"), in contract or in tort, arising, directly or indirectly, from, out of or in connection with: (i) any material breach of any representation or any warranty made by the Project Developer in this Agreement or in any other certificate or document delivered by the Project Developer to the City pursuant to this Agreement; (ii) any breach by the Project Developer of any covenant or obligation of the Project Developer in this Agreement; (iii) Losses arising out of any Contracts, including, without limitation, the Construction Contracts, the Design Architect Contract, the Principal Contracts, any Non-CCNA Contract or any other Contract to which the Project Developer is a party and which are not payable as Project Costs under this Agreement; and (iv) any negligence, recklessness or wrongful conduct of the Project Developer, its employees, officers, agents or consultants. Notwithstanding the provisions of this Section 10.1, the Project Developer shall not be liable for any Losses arising from or to the extent incurred in connection with: (x) any injury to or death of a Person or any damage to property (including loss of use) to the extent caused by the negligence or willful act of any City Indemnified Person; (y) any violation by the City of any provisions of this Agreement or any Applicable Law, to the extent any Losses are directly and proximately caused by such violation; or (z) any other matter to the extent the City is obligated to provide indemnification under this Agreement.

10.2 City's Indemnification of Project Developer. In addition to all other rights and remedies under this Agreement, the City shall indemnify and hold harmless the Project Developer Indemnified Persons from and against any and all Losses, in contract or in tort, arising, directly or indirectly, from, out of or in connection with: (i) any material breach of any representation or any warranty made by the City in this Agreement or in any other certificate or document delivered by the City to the Project Developer pursuant to this Agreement; (ii) any breach by the City of any covenant or obligation of the City in this Agreement; (iii) Losses arising out of the Site Work or other Excluded Costs for which the City is responsible under this Agreement; and (iv) any negligence, recklessness or wrongful conduct of the City, its elected officials, employees, officers, agents or consultants. Notwithstanding the provisions of this Section 10.2, the City shall not be liable for any Losses arising from or to the extent incurred in connection with: (iii) any injury to or death of a Person or any damage to property (including loss of use) to the extent caused by the negligence or willful act of any Project Developer Indemnified Person; (iv) any violation by the Project Developer of any provisions of this Agreement or any Applicable Law, to the extent any Losses are directly and proximately caused

by such violation; or (v) any other matter to the extent the Project Developer is obligated to provide indemnification under this Agreement. The City's limits of liability in tort hereunder shall be the limiting amounts set forth in Section 768.28, *Florida Statutes*, and nothing shall be construed to extend the City's liabilities in tort beyond that provided in Section 768.28, *Florida Statutes*. Nothing herein is intended to serve as a waiver of sovereign immunity by the City with respect to claims or liabilities in tort.

10.3 Indemnification Procedures. Any Person entitled to indemnification under this Article X (the "Indemnified Party") shall, promptly after the receipt of notice of any Action against such Indemnified Party by a third party in respect of which indemnification may be sought pursuant to this Article X, notify the Person obligated to provide such indemnification (the "Indemnifying Party") of such Action; provided that a delay in giving such notice shall not affect the liability of the Indemnifying Party under this Agreement except to the extent the failure materially and adversely affects the ability of the Indemnifying Party to defend the Action. In case any such Action shall be made or brought against the Indemnified Party, the Indemnifying Party may assume the defense thereof with counsel of its selection reasonably acceptable to the Indemnified Party, provided the Indemnifying Party provides written notice to the Indemnified Party that the Indemnifying Party will undertake such defense and will indemnify the Indemnified Party with respect to such Action. In such circumstances, the Indemnified Party shall (i) cooperate with the Indemnifying Party and provide the Indemnifying Party with such information and assistance as the Indemnifying Party shall reasonably request in connection with such Action, and (ii) at the Indemnified Party's own expense, have the right to participate and be represented by counsel of its own choice with respect to such Action. If the Indemnifying Party assumes the defense of the relevant Action, the Indemnifying Party shall control the settlement of such Action; provided, however, that the Indemnifying Party shall not conclude any settlement or consent to the entry of any judgment which does not include an unconditional release of the Indemnified Party from all liability in connection with the claim or action without the prior written consent of the Indemnified Party.

10.4 Limitation. Indemnification under this Article X does not include indemnification against loss or liability due to a Force Majeure Event. The Project Developer's and the City's indemnification obligations set forth in Article X shall survive termination or expiration of the Agreement.

ARTICLE XI

DISPUTE RESOLUTION

11.1 Procedures.

(a) Settlement By Mutual Agreement. In the event any dispute, controversy or claim between the Parties (including, for purposes of this Article XI, the CCR and the PDR, and any of the Parties' respective officers, directors, shareholders, partners, members, agents, representatives and attorneys) arises under or in connection with this Agreement or is related in any way to this Agreement or the relationship of the Parties under this Agreement, including a dispute, controversy or claim relating to the effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this Agreement (a "Dispute"), the

Parties shall, subject to Section 11.3, first attempt in good faith to settle and resolve such Dispute by mutual agreement in accordance with the terms of this Section 11.1.

(b) Mediation. In the event a Dispute arises, each Party shall have the right to notify the other Party or Parties involved that it has elected to implement the procedures set forth in this Section 11.1. Within ten (10) days after delivery of any such notice by one Party to the other Party, the CCR and the PDR shall meet at a mutually agreed time and place to attempt, with diligence and in good faith, to resolve and settle the Dispute. If a mutual resolution and settlement are not obtained at such meeting, the CCR and PDR shall use good faith efforts to agree upon a timetable, completion date and other required aspects of a mediation, including a mediator. Any claim other than for Injunctive Relief between the Parties that cannot be resolved by their respective representatives shall be submitted to non-binding mediation administered in accordance with the Construction Industry Mediation Procedures of the AAA then in effect. Unless the Parties otherwise agree, within seven (7) days after the selection of the mediator, the Parties and the mediator shall participate in a pre-mediation conference to determine the time and place of the mediation and the procedures that will govern the mediation. The cost and expense of the mediator shall be shared equally by the Parties and each Party shall submit to the mediator any information or position papers that the mediator may request to assist in resolving the claim and such costs shall not be Project Costs. If such agreement cannot be reached within twenty (20) days, or such mediation is not concluded within the succeeding period of twenty (20) days, either Party may exercise its other rights under this Article XI.

(c) Failure to Settle by Mediation. Subject to Sections 11.1(b) and 11.2 hereof, any Party may, by notice to the other Party, submit the Dispute to Arbitration in accordance with the provisions of Section 11.1(d). Subject to Section 11.3, no Party shall commence an Arbitration without first giving a notice implementing the procedures of this Section 11.1.

(d) Resolution of an Arbitrable Dispute. Any Arbitrable Dispute that cannot be resolved pursuant to Section 11.1(a), Section 11.1(b) or Section 11.2 shall be submitted to, and resolved exclusively and finally through, the following arbitration process ("Arbitration"):

(i) Except as set forth below, the Arbitration shall be administered by the American Arbitration Association ("AAA") under its Construction Industry Arbitration Rules and conducted pursuant to such rules, as such rules are in effect as of the time the Dispute is submitted to the AAA for Arbitration.

(ii) Except as set forth in Section 11.2 below, the arbitration panel (the "Arbitration Panel") will consist of three (3) persons (each an "Arbitrator"). The AAA will provide a maximum of ten (10) candidates as Arbitrators to the Parties for selection, none of whom shall currently be or at any time during the prior twelve (12) months have been an employee of, or engaged by or otherwise party to a contract with, any Party. Each of the Parties shall rank the list of up to ten (10) candidates and submit their preferences in ranked order to the AAA. The AAA shall then select the three (3) top vote-getters and those three shall constitute the Arbitration Panel. In proposing a list of candidates for Arbitrators, the AAA will take into account the Parties' desire to obtain Arbitrators with experience in the development and

construction of sports or entertainment facilities comparable to the Soccer Stadium. None of the Arbitrator candidates shall be a current or former employee, officer, director, trustee, owner, affiliate, attorney or agent of any Party, an Affiliate of any Party, or the County.

(iii) Barring extraordinary circumstances, an initial conference with the Arbitration Panel shall be scheduled to take place in Orlando, Florida within fifteen (15) days after the appointment of the Arbitrators. At such conference, a schedule shall be established for such discovery, if any, as a majority of the Arbitration Panel deems appropriate in light of the nature of the Dispute and the Parties' desire to resolve Disputes in a prompt and cost effective manner, and the date of the Arbitration hearing shall be established by vote of a majority of the Arbitration Panel. If any Arbitration hearing takes more than one day, it will proceed on the next following Business Days until it is completed, except that the Arbitration Panel may decline to meet one (1) Business Day per week if the proceeding could reasonably be expected to take more than five (5) Business Days.

(iv) Barring extraordinary circumstances, the decision or award will be rendered not later than fourteen (14) days from the date of the conclusion of the hearing.

(v) Neither the AAA's Fast Track Procedures, nor the AAA's Optional Procedures for Large, Complex, Construction Disputes, nor the AAA's Optional Rules for Emergency Measures of Protection will be applicable to any such Arbitration unless each of the Parties involved in the Arbitrable Dispute agrees in writing to utilize such rules for the particular Arbitration.

(vi) Unless the affected Parties otherwise agree, the Arbitration shall take place in Orlando, Florida. Each Party irrevocably consents to the delivery of service of process with respect to any Arbitration in any manner permitted for the giving of notices under Section 13.8 hereof.

(vii) The Arbitration Panel shall not have the authority to alter, change, amend, modify, waive, add to or delete from any provision of this Agreement.

(viii) If the Parties initiate multiple Arbitration proceedings, the subject matters of which are related by common questions of law or fact and could result in conflicting awards or obligations, such proceedings shall be consolidated into a single Arbitration proceeding.

(ix) All provisions of this Agreement applicable to Disputes generally, including the limitations on damages in Section 9.5, shall apply to the Arbitration.

(x) Any decision of the Arbitration Panel shall be in writing, shall state the basis of the award and shall include both findings of fact and conclusions of law. Any award rendered in any Arbitration pursuant to this Section 11.1 shall be final and binding upon the parties and non-appealable, and a judgment of any court having jurisdiction may be entered on any such award.

(xi) All fees associated with any Arbitration under this Section 11.1(d) (including the fees and costs of the Arbitration Panel) and the prevailing Party's reasonable

attorneys' fees and expert witness costs, shall be paid by the non-prevailing Party, and the determination of prevailing party and the appropriate allocation of fees and costs will be included in the award by the Arbitration Panel.

11.2 Expedited Dispute Resolution. Notwithstanding anything in this Article XI to the contrary, however, Disputes relating to any matter or claims arising under Article IV, Article V, Article VI or Article VII hereof, or under any other provision hereof in which specific reference to Expedited ADR is made (each, an "Expedited ADR Dispute"), shall be submitted to expedited alternative dispute resolution ("Expedited ADR") under this Section 11.2. The City and Project Developer shall promptly, after the Effective Date, select a qualified Person by mutual agreement to resolve Expedited ADR Disputes, and this Person is therefore designated as the Person (the "Neutral Party") to whom Expedited ADR Disputes are to be submitted for resolution under this Section 11.2.

(a) If the Person selected as the Neutral Party is unable to serve or otherwise becomes reasonably unacceptable to either the CCR or Project Developer as the Neutral Party with respect to a given Expedited ADR Dispute, then the CCR and Project Developer shall promptly designate another individual to serve as the Neutral Party with respect to such Expedited ADR Dispute. Such other individual shall be independent of the City or Project Developer (and their respective Affiliates) and shall hold no financial interest in, or have any material financial or personal relationship with, the City or Project Developer (or their respective Affiliates) or the Project. If such other individual has not been designated as the Neutral Party within five (5) days after the CCR or Project Developer gives the other notice of the event that requires such designation, the other Party shall have the right to request that the designation of such other individual as the Neutral Party for such Expedited ADR Dispute shall be made by the regional vice president (or his/her equivalent) of the division or office of AAA with authority over Orlando, Florida. Such request shall be accompanied by a copy of this Section 11.2, and a copy of such request shall be given to the other Party to the Expedited ADR Dispute. The Parties agree that the individual to be designated by the AAA as such Neutral Party shall, to the extent reasonably possible, have experience in the design and/or construction of sports facilities and soccer stadiums.

(b) The Expedited ADR shall be conducted by the Neutral Party at a time and location in Orlando, Florida selected by the Neutral Party. The Neutral Party shall give the CCR and Project Developer reasonable notice of the Expedited ADR, and shall make reasonable efforts to accommodate the schedules of the CCR and Project Developer in a manner that does not delay the prompt resolution of the issues to be decided by the Neutral Party. The Neutral Party shall conduct the Expedited ADR in such manner as the Neutral Party deems appropriate, consistent with the provisions of this Section 11.2. The City and Project Developer intend that the Neutral Party have the sole and exclusive authority and power to resolve Expedited ADR Disputes. In providing resolution to an Expedited ADR Dispute, the Neutral Party shall first consider the provisions of this Agreement, and finally the generally accepted principles in the appropriate area, such as design, construction, accounting or finance. The Neutral Party shall not have the power or authority to award any damages or require any payments other than those described in this Agreement.

(c) There shall be no discovery permitted with respect to any Expedited ADR other than that required by the Neutral Party. Each Party shall present its position with respect to the issues to be determined by such Expedited ADR by an oral presentation to the Neutral Party. Each Party shall be given the opportunity to hear and orally respond to the other Party's presentation to the Neutral Party, and to present documents to the Neutral Party in support of such Party's position. The Neutral Party shall have the right to limit the documents presented to the Neutral Party to assure a prompt resolution of the issues to be determined by the Neutral Party. The Parties may have their counsel present at such Expedited ADR (and the costs of such counsel shall be Excluded Costs), but there shall be no examination or cross examination of witnesses other than as required or permitted by the Neutral Party.

(d) The Parties shall cooperate in good faith to permit a conclusion of the Expedited ADR within five (5) days following the submission of the Expedited ADR Dispute to the Neutral Party.

The Parties shall use Expedited ADR exclusively, rather than litigation, as a means of resolving all Expedited ADR Disputes. The written decision by the Neutral Party shall be the binding, final determination on the merits of the Expedited ADR Dispute, and shall preclude any subsequent litigation on such merits. The Parties agree that any disputes that arise out of such a written decision shall be resolved exclusively by Expedited ADR pursuant to this Section 11.2, provided that the City or Project Developer may institute legal proceedings in a court of competent jurisdiction to enforce judgment upon an Expedited ADR decision in accordance with Applicable Laws. The fees and costs of the Neutral Party shall be borne as directed by the Neutral Party, and the Neutral Party in its discretion may award and allocate any costs of such proceedings, including reasonable attorneys' fees, reasonable costs of investigation and any other expenses incurred in connection with such Expedited ADR, to the prevailing Party.

11.3 Emergency Relief. Notwithstanding any provision of this Agreement to the contrary, each Party may seek temporary or preliminary Injunctive Relief or another form of ancillary relief at any time from any court of competent jurisdiction, including with respect to any Arbitrable Dispute. If an Arbitrable Dispute requires temporary or preliminary Injunctive Relief before the matter may be resolved by Arbitration, the procedures set forth in Section 11.1(d)(ii) shall still govern the ultimate resolution of the Arbitrable Dispute notwithstanding the fact that a court of competent jurisdiction may have entered an order providing for injunctive or another form of temporary or preliminary relief.

11.4 Court Proceedings. Subject to the requirements of this Article XI, any Dispute may be brought by suit, action or proceeding before any federal or state court of competent jurisdiction located in Orlando, Florida. Subject to the requirements of this Article XI, the Parties consent to the exclusive jurisdiction and venue of such courts to resolve any Dispute. Any Dispute that seeks confirmation of a decision award in an Arbitrable Dispute may be brought by suit, action, or proceeding before any federal or state court of competent jurisdiction.

ARTICLE XII

REPRESENTATIONS, WARRANTIES AND COVENANTS

12.1 Project Developer's Representations, Warranties and Covenants. The Project Developer hereby represents and warrants to, and covenants with, the City that:

(a) Organization. The Project Developer is a limited liability company duly formed, validly existing and in good standing under the laws of the State of [Florida]. The Project Developer has all requisite power and authority to enter into this Agreement.

(b) Authorization; No Violation. The execution, delivery and performance by the Project Developer of this Agreement have been duly authorized by all necessary action and will not violate the charter documents of the Project Developer or result in the breach of or constitute a default under any loan or credit agreement, or other material agreement to which the Project Developer is a party or by which the Project Developer or its material assets may be bound or affected; this Agreement has been duly executed and delivered by the Project Developer and this Agreement and the documents referred to herein constitute valid and binding obligations of the Project Developer.

(c) Litigation. To the best knowledge of the Project Developer, no Action is pending or threatened against or affects the Project Developer which could have a material adverse effect upon the Project Developer's performance under this Agreement or the financial condition or business of the Project Developer. There are no outstanding judgments against the Project Developer which would have a material adverse affect upon its assets, properties or franchises.

(d) No Conflicts. This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgment or decrees to which the Project Developer is a party or is otherwise subject.

(e) No Violation of Laws. The Project Developer has received no notice as of the date of this Agreement asserting any noncompliance in any material respect by the Project Developer with Applicable Laws, and the Project Developer is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other Governmental Authority which is in any respect material to the transactions contemplated hereby.

(f) Project Developer. The Project Developer has the financial means and capacity, without the necessity of securing third party financing, to perform each and every one of its obligations under this Agreement, the Use Agreement, the Non-Relocation Agreement and each other document and agreement contemplated thereby.

12.2 City's Representations, Warranties and Covenants. The City hereby represents and warrants to, and covenants with, the Project Developer that:

(a) Organization. The City is a Florida municipal corporation. The City has all requisite power and authority to enter into this Agreement.

(b) Authorization; No Violation. The execution, delivery and performance by the City of this Agreement are within the power of the City and have been duly authorized by all necessary action and are authorized by and will not violate the City's charter, the City's code

of ordinances, and any other Applicable Laws, or result in the breach of any material agreement to which the City is a party; this Agreement has been duly executed and delivered by the City and this Agreement and the documents referred to herein constitute valid and binding obligations of the City.

(c) Litigation. To the best knowledge of the City, no Action is pending or threatened against or affects the City which could have a material adverse effect upon the City's performance under this Agreement.

(d) No Conflicts. This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which the City is a party or is otherwise subject.

(e) No Violation of Laws. The City has received no notice as of the date of this Agreement asserting any noncompliance in any material respect by the City with Applicable Laws, and the City is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other Governmental Authority, which is in any respect material to the transactions contemplated hereby.

ARTICLE XIII

MISCELLANEOUS

13.1 Force Majeure Event. Notwithstanding anything to the contrary set forth herein, if either Party shall be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder, as a result of any Force Majeure Event, and, provided that the Party delayed, hindered or prevented from performing notifies the other Party both of the commencement and of the expiration of such delay, hindrance or prevention (each notice being required within ten (10) days of when such Party knew or should have known, using commercially reasonable diligence, of the respective event and that such event will have a material impact on such Party's performance or satisfaction of its obligations hereunder), then the performance of such covenant or obligation shall be excused for the period of such delay, hindrance or prevention and the period for the performance of such covenant or obligation shall be extended by the number of days equivalent to the number of days of the impact of such delay, hindrance or prevention. The Parties shall use all reasonable efforts to mitigate the adverse effect and duration of the Force Majeure Event and to perform all of their other obligations hereunder that are not affected by the Force Majeure Event.

13.2 Amendment: Waiver. No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the Parties hereto with the same formality as this Agreement. The failure of the City or the Project Developer to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by the City or the Project Developer of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in

writing and signed by an appropriate official on behalf of either the Project Developer or the City, as applicable.

13.3 Consent. Unless otherwise specifically provided herein, no consent or approval by the City or the Project Developer permitted or required under the terms of this Agreement shall be valid or be of any validity whatsoever unless the same shall be in writing, signed by the Party by or on whose behalf such consent is given.

13.4 Severability. If any article, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the article, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law, provided that no such severance shall serve to deprive either Party of the enjoyment of its substantial benefits under this Agreement.

13.5 Captions. The captions of articles and sections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such articles or sections.

13.6 Parties in Interest; Limitation on Rights of Others. The terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable solely by the Parties and their permitted successors and assigns, and nothing in this Agreement or by virtue of the transactions contemplated hereby, whether express or implied, shall be construed to constitute, create or confer rights, remedies or claims in or upon any Person (as third-party beneficiary or otherwise) not a party hereto, or to create obligations or responsibilities of the Parties to such Persons, or to permit any Person other than the Parties hereto and their respective successors and assigns (including any Construction Agreement Secured Party) to rely upon or enforce the covenants, conditions and agreements contained herein, except as otherwise specifically provided herein.

13.7 Relationship of Parties. The relationship of the Parties under this Agreement is that of independent parties, each acting in its own best interests. Notwithstanding anything in this Agreement to the contrary, no partnership, joint venture relationship of principal and agent is established or intended hereby between or among the Parties.

13.8 Notices. All notices, consents, directions, approvals, instructions, requests and other communications, as applicable, to be given to a Party under this Agreement shall be given in writing to such Party at the address set forth below or at any other address as such Party designates by written notice to the other Party in accordance with this Section 13.8 and may be (i) sent by registered or certified U.S. mail, return receipt requested, or by reputable national overnight courier, (ii) delivered personally (including delivery by private courier services), or (iii) sent by telecopy (with electronic confirmation of such notice) or by electronic mail, in each case under this clause (iii) with a copy by one of the methods set forth in clause (i) or (ii). Any notice shall be deemed to be duly given or made (a) one (1) Business Day after being sent by a reputable national overnight courier, (b) three (3) Business Days after posting if mailed in

accordance with clause (i), (c) the day delivered if sent by hand unless such day is not a Business Day, in which case such delivery shall be deemed to be made as of the next succeeding Business Day, or (d) in the case of telecopy (with electronic confirmation of such notice) or electronic mail, when received, except that if it was received after 5:00 p.m. delivery shall be deemed to be made as of the next succeeding Business Day. Each Party hereto shall have the right at any time and from time to time to specify additional parties to whom notice must be given, by delivering to the other Party five (5) days' notice thereof setting forth a single address for each such additional party. The notice addresses for the Parties shall initially be as follows:

To the City:

Chief Administrative Officer
City of Orlando, Florida
400 S. Orange Avenue
Orlando, Florida 32801
Phone: 407-246-3091
Fax: 407-246-3342

With a copy to:

Chief Financial Officer
City of Orlando, Florida
400 S. Orange Avenue
Orlando, Florida 32801
Phone: 407-246-2341
Fax: 407-246-2707

With a copy to:

CCR
Allen Johnson
400 W. Church Street, Suite
200
Orlando, Florida 32801
Phone: 407-440-7070
Fax: 407-

With a copy to:

City Attorney
City of Orlando, Florida
400 S. Orange Avenue
Orlando, Florida 32801
Phone: 407-246-2295
Fax: 407-246-2854

To the Project Developer:

Brett Lashbrook
Chief Operating Officer
1201 South Orlando Avenue,
Suite 202
Winter Park FL 32789
Phone: 407-478-4107

With a copy to:

ICON Venue Group
Charlie Thornton
Executive Vice President
8101 East Prentice Avenue,
Suite 900
Greenwood Village, CO 80111
Phone: 303-796-2655

13.9 Applicable Laws; Venue. This Agreement shall be governed in all respects by the laws of the State of Florida. The exclusive venue for the resolution of any Dispute arising out of this Agreement shall be Orange County, Florida.

13.10 Cross References. Any reference in this Agreement to a Section, Subsection, Article or Exhibit is a reference to a Section, Subsection, Article or Exhibit, as appropriate, of this Agreement, unless otherwise expressly indicated.

13.11 Effective Date. This Agreement shall be a legally binding agreement, in full force and effect, as of the date set forth in the first paragraph of this Agreement.

13.12 Anti-discrimination Clause. The Project Developer shall comply with all Applicable Laws pertaining to discrimination in employment and all Applicable Laws pertaining to development and construction activities on City owned real property.

13.13 Further Assurances. The City and the Project Developer shall execute, acknowledge and deliver, after the date hereof, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as the Project Developer or the City shall reasonably request of the other in order to fulfill the intent of this Agreement and the transactions contemplated thereby. Without limitation of the foregoing, City may require that Project Developer provide City with reasonable financial assurances (which may include without limitation, irrevocable direct pay letters of credit or guarantees by other Project Developer Affiliates) of Project Developer's ability to perform its obligations under this Agreement.

13.14 Counterparts. This Agreement may not be executed by the Parties in separate counterparts.

13.15 No Waiver of Immunity. Subject, in each case, to Section 10.2 and to the last sentence of this Section 13.15, the City unconditionally and irrevocably: (i) agrees that the execution, delivery and performance by it of this Agreement constitute private, proprietary and commercial acts rather than public or governmental acts; (ii) agrees that should any Actions sounding in contract be brought by a Party against it or its assets in relation to this Agreement or any transaction contemplated hereunder, no immunity (sovereign or otherwise) from such Actions (which shall be deemed to include, without limitation, suit, attachment prior to judgment, other attachment, the obtaining of judgment, execution or other enforcement) shall be claimed by or on behalf of itself or with respect to its assets; (iii) waives any such right of contractual immunity (sovereign or otherwise) which it or its assets now has or may acquire in the future; and (iv) consents to the enforcement of any judgment against it in any such Actions sounding in contract and to the giving of any relief or the issue of any process in connection with any such Actions sounding in contract. This waiver of immunity shall not be deemed to include a waiver of any sovereign immunity by the City except as expressly indicated herein, including with respect to tort claims brought by any Person.

13.16 No Personal Liability. All costs, obligations and liabilities under this Agreement on the part of the City or the Project Developer are solely the responsibility of the respective Party, and, except for any obligation under the Guaranty delivered by an Affiliate of Project Developer, as required hereunder, no partner, stockholder, member, director, officer, official, employee, agent or elected or appointed official of any Party to this Agreement shall be personally or individually liable for any costs, obligations or liabilities of such Party under this Agreement and each such Person may raise this Section 13.16 as a defense to any action brought seeking to impose such costs, obligations or liabilities on it. Except as any Party to this Agreement may otherwise agree in writing with regard to its liability, all Persons extending credit to, contracting with or having any claim against any Party to this Agreement, may look only to the funds and property of such Party for payment of any such suit, contract or claim to the extent such party is liable therefor, or for the payment of any costs that may become due or payable to them from any party to this Agreement.

13.17 Prior Agreements. The City and Project Developer acknowledge that the City, Project Developer, the Team, OSH and Affiliates of the foregoing are parties to several different agreements pertaining to the Project, but that with respect to the design, construction, furnishing and equipping of the Project Improvements, the provisions of this Agreement shall prevail in the event of a conflict between such agreements.

13.18 This Agreement. The words "herein," "hereof," "hereunder," "hereby," "this Agreement" and other similar references shall be construed to mean and include this Agreement and all amendments hereof and supplements hereto unless the context clearly indicates or requires otherwise.

13.19 Non-Exclusive Remedies. Except as otherwise provide herein, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every

such remedy given under this Agreement or now or hereafter existing at law or in equity or by Applicable Law. It is expressly agreed that the remedy at law for breach by a Party of its obligations hereunder may be inadequate in view of the complexities and uncertainties in measuring the actual damages which would be sustained by reason of either Party's failure to comply fully with each of such obligations. Accordingly, the obligations of each Party hereunder are expressly made enforceable by specific performance, except as otherwise specifically provided herein.

13.20 Language. The language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Party. This Agreement has been negotiated at arm's length and between Persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

13.21 Saturday, Sunday or Holiday. If the final date of any period provided for herein for the performance of an obligation or for the taking of any action falls on a day other than a Business Day, then the time of such period shall be deemed extended to the next Business Day.

13.22 Attorneys' Fees. In the event of any controversy, claim or Dispute between the parties arising from or relating to this Agreement (including the enforcement of any indemnity provisions), subject to Article XI hereof, the prevailing Party shall be entitled to recover reasonable costs, expenses and attorneys' fees. For all purposes of this Agreement and any other documents relating to this Agreement, the terms "attorneys' fees" or "counsel fees" shall be deemed to include paralegals, and wherever provision is made herein or therein for the payment of attorneys' or counsel fees or expenses, such provision shall include such fees and expenses (and any applicable sales taxes thereon) incurred in any and all judicial, bankruptcy, reorganization, administrative or other proceedings, including appellate proceedings, whether such fees or expenses arise before proceedings are commenced or after entry of a final judgment.

13.23 No Waiver of Regulatory Authority. Notwithstanding anything herein to the contrary, the Project Developer acknowledges that nothing set forth in this Agreement shall serve as a waiver, impairment or compromise of the City's regulatory authority in the review, approval, permitting or inspection of the construction of the Project Improvements or development of the Project, and the City shall not be responsible for damages, delays or Cost Overruns resulting from the proper and timely exercise of its regulatory authority. The City, through itself or appropriate designees, which may change from time to time, further reserves the right to enter the Project Site to conduct fire, safety, and health inspections or to exercise the City's normal police powers including inspections as part of the Permit process.

13.24 Term of Agreement; Survival of Terms. The term of this Agreement shall end, and this Agreement shall terminate, upon the Parties' performance of all of their respective obligations required herein. After the termination of this Agreement as provided herein, upon the request of either Party, the other Party shall execute and deliver a written acknowledgement

of the termination of this Agreement (provided, however, that those terms and conditions of this Agreement which specifically are intended to survive the termination of this Agreement, shall survive such termination). The representations, warranties and indemnifications set forth in this Agreement and exhibits thereto which, by their terms, are applicable after the term of this Agreement, will survive the expiration or termination of this Agreement.

13.25 Recitals. The recitals set forth in paragraphs A through L herein are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

13.26 Good Faith. In exercising their rights and fulfilling obligations under this Agreement, each Party acknowledges that the other Party has acted to date in good faith and each Party agrees to continue to act in good faith. Each Party acknowledges that in each instance under this Agreement where a Party is obligated to exercise good faith or to use good faith, diligent or other similar efforts, such Party shall not be required to expend any funds, or grant any other consideration of any kind, in the performance of such undertaking, and each Party further acknowledges that the obligation of any Party to act in good faith, or undertake good faith, diligent or other similar efforts does not constitute a warranty, representation or other guaranty that the result that the Parties are attempting to achieve shall be successfully achieved and no Party shall be liable for any failure to achieve the result or results intended so long as the Party has complied with its obligation to act in good faith.

13.27 Time of the Essence. Time is of the essence with respect to the performance of each of the covenants and obligations contained in this Agreement.

13.28 Approvals by City or CCR. Except to the extent either the City or the CCR fails to perform their respective duties and obligations in accordance with the terms and conditions of this Agreement, no approval by the City or the CCR shall impose, imply, or be construed as an assumption by the City or CCR of any duties or responsibilities of others with respect to the development, design, construction, furnishing or equipping of the Work or for the construction means and methods employed by or on behalf of the Project Developer.

13.29 Actions by Project Developer

. The Project Developer shall comply with all requirements of applicable public records laws, including but not limited to the following:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the Work;

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in the applicable public records laws or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Project Developer upon termination of the

Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

ARTICLE XIV

INTERLOCAL AGREEMENT

14.1 Project Developer and City Obligations. The Project Developer shall timely perform all actions set forth in the Interlocal Agreement pertaining to the Project Developer and any Affiliates of the Project Developer. The Project Developer's performance of its obligations set forth in the Interlocal Agreement shall be a Condition Precedent for the Benefit of the City as described in Section 16.2 of this Agreement. The City shall timely perform all actions set forth in the Interlocal Agreement pertaining to the City and any Affiliates of the City.

14.2 Records and Reports Retention. As provided in Section [9.3] of the Interlocal Agreement, Project Developer shall maintain, and shall require by written agreement the Prime Contractor, the Contractors, the Subcontractors and the Design Contractors to maintain, all information, materials and data of every kind and character related to the Project and this Agreement, including records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, reports, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters reasonably requested by the City, the County or the Orange County Comptroller (the "Comptroller") pertaining to any matters, rights, duties or obligations under or covered by any contract document related to the Project or this Agreement to which such Person is a party (together, "Records and Reports"). For the purposes of this Article XIV, each Person obligated to maintain Records and Reports as provided herein (and as provided in the Interlocal Agreement) is referred to as a "Reporting Person". Such Records and Reports shall include, with respect to each Reporting Person: hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; change order files (including pricing data used to price change order proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; and other evidence according to GAAP procedures and practices which sufficiently and properly reflect all costs and expenditures of any nature incurred by the City, Agency or any Person operating the Project, in connection with this Agreement or the Project. All Records and Reports shall be retained by each Reporting Person for a period of five (5) full years from the date of transmission by the City to the Comptroller of a report itemizing in detail expenditures related to the Project as required by Section 9.3.4 of the Interlocal Agreement. If any litigation, claim or audit is commenced prior to the expiration of the foregoing five (5) year period, the affected or related Records and Reports shall be maintained by the Reporting Party until all litigation, claims or audit findings involving the Records and Reports have been resolved.

14.3 Audit. The City, the County and, pursuant to Section 9.4 of the Interlocal Agreement, the Comptroller (or his or her designee), shall have full access in a timely manner during regular business hours, for inspection, review and audit, to all Records and Reports for purposes of reviewing compliance with the Interlocal Agreement and this Agreement. Such Records and Reports shall be made available at the Reporting Person's local place of business or at another local location upon reasonable notice to the requesting Governmental Authority. The direct cost of copying any Records and Reports, excluding any overhead costs, shall be at the expense of the Governmental Authority requesting such Records and Reports. The requesting Governmental Authority shall have reasonable access to the Reporting Person's facilities, shall be allowed to interview all current and former employees of the Reporting Person to discuss matters pertinent to the performance of the Agreement, Contract or Subcontract, as applicable, and shall have adequate and appropriate work space in order to conduct audits in accordance with Section 9.4 of the Interlocal Agreement. Records and Reports subject to audit shall also include (i) those records and documents necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement, and (ii) any other records of the Reporting Person which may have a bearing on matters related to this Agreement or the Reporting Person's dealings with the City to the extent necessary to adequately permit evaluation and verification of: (i) compliance with contract requirements of this Agreement; (ii) compliance with provisions of this Agreement for pricing Change Orders; (iii) compliance with provisions of this Agreement for pricing Applications for Payment; (iv) compliance with provisions of this Agreement regarding pricing of claims submitted by the Project Developer, the Prime Contractor, the Contractors, the Subcontractors or the Design Contractors, or their payees; or (v) compliance with Applicable Laws.

In those situations where records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), the requesting Governmental Authority's representatives shall be provided with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats. Should any audit or inspection by the City, the County or the Comptroller disclose overpricing or overcharges (of any nature) to the City in excess of one-half of one percent (0.5%) of the total contract billings, the reasonable actual cost of the audit shall be reimbursed to the auditing entity by the Person committing such overcharges. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Reporting Party's invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the auditing Governmental Authority's findings to the Reporting Party.

14.4 Inclusion in Subcontracts. Project Developer shall include written provisions in the Principal Contracts, and shall require the Prime Contractor, the Contractors and the Design Architect to include written provisions in all of the Other Contracts, mandating compliance and timely cooperation with the record retention and audit provisions set forth in Sections 14.2 and 14.3 above.

ARTICLE XV

ASSIGNMENT; SECURED PARTIES

15.1 Project Developer Assignments. Except as otherwise permitted by this Article XV, the Project Developer shall not sell, assign, transfer, pledge, mortgage or encumber (each, a "Transfer") this Agreement without first obtaining the written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned.

15.2 Permitted Transfers. The following Transfers ("Permitted Transfers", and each transferee, a "Permitted Transferee") shall be permitted without the consent of the City, following written notice from Project Developer of such Permitted Transfer, notwithstanding the prohibitions on Transfers set forth in Section 15.1 or any other provision of this Agreement:

(a) the Project Developer may, subject to Section 15.3, freely Transfer, in whole or in part, any or all of its rights and obligations under this Agreement to one or more of its Affiliates, provided that such Affiliate provides to the City similar financial assurances provided by Project Developer pursuant to Section 16.2 of this Agreement and such Affiliate and shall agree to be bound by all of the terms and conditions hereof pursuant to an assignment and assumption agreement in form and content reasonably satisfactory to the City (an "Assumption Agreement"), which Assumption Agreement acknowledges that the Transfer is subject and subordinate to the rights of the City under this Agreement;

(b) [Subject to Section 15.6, Project Developer may directly or indirectly pledge, collaterally assign or grant a security interest in, or otherwise encumber, this Agreement (subject and subordinate to the City's rights under this Agreement) or any or all of the Project Developer's rights under this Agreement, in whole or in part, as security for any bonds, notes, other evidences of indebtedness, credit facility or other financial obligation or guarantee of the Team, OSH, the Project Developer or any of their respective Affiliates, in each case without diminishing the Project Developer's obligations to perform its other obligations in accordance with this Agreement; and]

(c) the Project Developer may Transfer all of the Project Developer's right, title and interest in and to this Agreement to any Person that acquires the Team's MLS membership with the approval of the MLS (or an Affiliate of such Person), provided such assignee (or one or more Affiliates of such assignee) unconditionally and expressly assumes, as applicable, all of the obligations of the Project Developer under this Agreement and agrees to abide and be bound by all of the terms and provisions of this Agreement pursuant to an Assumption Agreement satisfactory to City which acknowledges that the Transfer is subject and subordinate to the rights of the City under this Agreement (a "Permitted MLS Membership Transfer").

15.3 Release of the Project Developer. No Transfer (including a Permitted Transfer other than a Permitted MLS Membership Transfer) shall release or relieve the Project Developer from any of its obligations to perform any of its other obligations under this Agreement, except that the Project Developer shall be relieved from any and all of its obligations under this Agreement upon a Permitted MLS Membership Transfer, provided such transferee (or

one or more Affiliates of such transferee) agrees to assume and be bound by, as applicable, the terms of this Agreement pursuant to an Assumption Agreement which acknowledges that the Transfer is subject and subordinate to the rights of the City under this Agreement.

15.4 Estoppel Certificate. Each of the Parties shall, upon the reasonable request of the other (or any current or prospective source of financing for the Project Developer, the Team, OSH or any of their Affiliates, or any transferee or assignee pursuant to a Permitted Transfer), and in each case within ten (10) Business Days after the other Party has requested it, execute and deliver to the appropriate parties a certificate in recordable form stating:

(a) that this Agreement is unmodified and is in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the modifications or, if this Agreement is not in full force and effect, that such is the case);

(b) to the knowledge of the Party providing the certificate, that there are no defaults by it or the other Parties (or specifying each such default as to which it may have knowledge);

(c) to its knowledge, whether there are any counterclaims against the enforcement of any Party's obligations; and

(d) any other matters reasonably requested.

15.5 Assignment by the City. The City shall not Transfer this Agreement or any of the City's rights hereunder, or delegate any of the City's duties under this Agreement, except as otherwise set forth in this Section 15.5. The City may Transfer this Agreement or any of the City rights hereunder, or delegate any of the City's duties under this Agreement: (i) to the County in the City's reasonable discretion for tax efficiency or other reasonable reasons, or (ii) to another Governmental Authority; provided, however, that (A) the County or Governmental Authority is reasonably able to fulfill the duties and obligations of the City set forth in this Agreement and assumes such duties and obligations pursuant to an assumption agreement reasonably satisfactory to the Project Developer that, among other things, acknowledges that the Transfer is subject and subordinate to the rights of the Project Developer under this Agreement, and (B) in the case of Transfers to a Governmental Authority (which does not include the County), (iii) the City shall remain responsible for, and shall not be released from, the performance of all of its obligations under this Agreement, and (iv) the Transfer to such Governmental Authority cannot adversely affect the tax status of the Soccer Stadium or Project Site or adversely affect the Project Developer's rights hereunder.

ARTICLE XVI

CONDITIONS PRECEDENT

16.1 Conditions Precedent for the Benefit of Project Developer. Notwithstanding anything to the contrary set forth herein, Project Developer's performance of its obligations under this Agreement is expressly conditioned upon the fulfillment or satisfaction of

each of the following conditions, any of which may be waived only in writing by Project Developer in its sole discretion:

(a) All of the City's representations and warranties in this Agreement are accurate in all material respects as of their respective dates of execution and delivery.

(b) All of the covenants and obligations that the City is required to perform or to comply with pursuant to this Agreement prior to the date of Project Developer's performance (as applicable) have been performed and complied with in all material respects.

(c) There shall not be in effect any Applicable Laws or any Injunction or other order that prohibits the consummation of this Agreement.

(d) The City shall have delivered all documents and notices required by this Agreement that shall, among other things, verify the due authorization for the execution and delivery of this Agreement.

If any of the foregoing conditions is not satisfied on or prior to the respective dates set forth in this Section 16.1, Project Developer shall have the right to terminate this Agreement by giving the City written notice to such effect.

16.2 Conditions Precedent for the Benefit of the City. Notwithstanding anything to the contrary set forth herein, the City's performance of its obligations under this Agreement is expressly conditioned upon the fulfillment or satisfaction of each of the following conditions, any of which may be waived only in writing by the City in its sole discretion:

(a) All of Project Developer's representations and warranties in this Agreement are accurate in all material respects as of their respective dates of execution and delivery.

(b) All of the covenants and obligations that Project Developer is required to perform or to comply with pursuant to this Agreement prior to the date of the City's performance (as applicable) have been performed and complied with in all material respects.

(c) There shall not be in effect any Applicable Laws or any Injunction or other order that prohibits the consummation of this Agreement.

(d) The Project Developer shall have delivered all documents and notices required by this Agreement that shall, among other things, verify the due authorization for the execution and delivery of this Agreement.

(e) The Project Developer will have provided the personal guaranty ("Guaranty") by the principal owner(s) of OSH or other reasonable and satisfactory assurance of Project Developer's ability to perform its obligation under this Agreement, including, without limitation, Project Developer's responsibility to pay for Cost Overruns pursuant to Section 7.3 of this Agreement;

(f) The Project Developer shall have caused OSH (i) to deliver the OSH Contribution and (ii) to deliver an unconditional and irrevocable, direct-pay letter of credit or other financial guaranty acceptable to City in an amount reasonably determined by City to secure the on-going payment of the OSH Annual Capital Contribution.

(g) The Project Developer shall have met or achieved or caused OSH to meet or achieve all of the conditions precedent required of Team contained in Section 6.14 of the Interlocal Agreement as amended by the Third Amendment to the Interlocal Agreement for the release of the MLS Stadium Funds or the issuance of Contract TDT Obligations relating to the Soccer Stadium and the County has approved the certificate in the form attached to the Interlocal Agreement as Exhibit "L".

If any of the foregoing conditions is not satisfied on or prior to the respective dates set forth in this Section 16.2, the City shall have the right to terminate this Agreement by giving Project Developer written notice to such effect.

IN WITNESS WHEREOF, the parties have entered into this Project Development Agreement as of the day and year first hereinabove written.

City of Orlando, Florida,

Mayor

ATTEST:

Alana C. Brenner, City Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida only.

_____, 2014

City Attorney
Orlando, Florida

**ORLANDO SPORTS HOLDINGS, LLC, a
Delaware limited liability company**

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA)
COUNTY OF ORANGE)

PERSONALLY APPEARED before me, the undersigned authority, _____, [] well known to me or [] who has produced his/her _____ as identification, and known by me to be the _____ of Soccer Stadium Development, LLC, on behalf of the limited liability company before me that he executed the foregoing instrument on behalf of said corporation as its true act and deed, and that he was duly authorized to do so.

WITNESS my hand and official seal this _____ day of _____,
201__.

NOTARY PUBLIC
Print Name: _____
My Commission Expires:

EXHIBIT "A"

Not Used

EXHIBIT "B"

Procedure for City-Furnished Materials

1. CITY-FURNISHED MATERIALS

1.1 As provided in Section 2.2 of the Agreement, the City may acquire or purchase City-Furnished Materials for incorporation into the Project Improvements or to furnish or equip the Project. The responsibilities of the City, CCR, the Project Developer and the Prime Contractor relating to such City-Furnished Materials shall be governed by the terms and conditions of the Agreement and this Exhibit "B". The Project Developer shall incorporate the obligations of the Prime Contractor under this Exhibit "B" into the Construction Contract, and the Project Developer shall incorporate the obligations of the Contractors under this Exhibit "B" in the other Principal Contracts. For the purposes of this Exhibit "B" only, in the context of a Contractor (and not the Prime Contractor) requesting the City to acquire City-Furnished Materials (and where the context may otherwise require), any reference to the Prime Contractor shall be deemed to refer to such requesting Contractor and not to the Prime Contractor.

1.2 The Project Developer and/or the Prime Contractor shall provide to the CCR, at least five (5) days prior to submission of the first Requisition Form (as defined in Section 1.3 below), with a list of all intended suppliers for City-Furnished Materials for procurement by the City as City-Furnished Materials (which list shall be updated monthly by Project Developer). The list shall include price quotes from the suppliers, as well as a description of the City-Furnished Materials to be supplied, estimated quantities and prices. Suppliers for furnishings or equipment for the Project (where such furnishings or equipment are not to be incorporated into the Project Improvements) shall be selected pursuant to a process reasonably acceptable to the CCR. The City shall use the listed suppliers selected by the Project Developer and/or the Prime Contractor (provided, however, that the Project Developer and/or the Prime Contractor shall not use any supplier the use of which is prohibited by, or would be a violation under, Applicable Law).

1.3 From time to time, the Project Developer and/or Prime Contractor will prepare a purchasing request requisition form (the "Requisition Form") which shall, in form and detail reasonably acceptable to the CCR, specifically identify the City-Furnished Materials which City will purchase directly as City-Furnished Materials. The Requisition Form shall include:

- (i) the name, address, telephone number and a contact person for the material supplier;
- (ii) the manufacturer or brand, model or specification number of the item;
- (iii) quantity needed as estimated by Project Developer and/or Prime Contractor;
- (iv) the price quoted by the supplier for the City-Furnished Materials identified;
- (v) any sales tax associated with such purchase;

- (vi) delivery dates as established by Project Developer and/or Prime Contractor;
- (vii) shipping, handling and insurance costs (if any);
- (viii) details concerning any bonds or letters of credit provided by the supplier if included in such supplier's proposal;
- (ix) special terms and conditions which have been negotiated with the supplier relative to payment, discounts, rebates, warranty, credits or specifications; and
- (x) such other information as may reasonably be requested by CCR.

The Project Developer and/or Prime Contractor shall include copies of suppliers' pricing quotes and specifically reference any terms and conditions which have been negotiated with them concerning letters of credit, terms, discounts, schedules, warranties or special payments.

1.4 Within two (2) Business Days after receipt thereof, the CCR shall forward each Requisition Form to the City. Within five (5) Business Days of receipt of a Requisition Form complying with the requirements of Section 1.3 above, the City shall review and approve the Requisition Form and issue a purchase order for the City-Furnished Materials described therein ("Purchase Order") to the applicable supplier. The Purchase Order shall include the City's Consumer's Certificate of Exemption number and a copy of the Consumer's Certificate of Exemption and a copy of the Certificate of Entitlement. The Purchase Order shall be sent directly to the supplier by the City with copies thereof delivered to the Project Developer and Prime Contractor. Pursuant to the Purchase Order, the supplier will provide the required City-Furnished Materials at the price established in the supplier's pricing quote, excluding any sales tax associated with such price.

1.5 In conjunction with the issuance by the City of Purchase Orders for City-Furnished Materials, and if the price of City-Furnished Materials was included in the Contract's contract price, the Project Developer and Prime Contractor shall execute and deliver to the CCR one or more deductive Change Orders, referencing the full value of all City-Furnished Materials to be provided by each supplier from whom the City purchases City-Furnished Materials, plus all sales taxes associated with such City-Furnished Materials.

1.6 Except as expressly stated herein, the Project Developer and the Prime Contractor shall be fully responsible for all matters relating to the procurement of City-Furnished Materials incorporated into the Project Improvements or used to furnish or equip the Project, in accordance with the Agreement and this Exhibit "B", including assuring the correct quantities, verifying documents and the delivery of Requisition Forms to the City in a timely manner in accordance with the Project Schedule, assuring coordination of purchases, providing and obtaining all warranties and guarantees required by the Agreement and the Construction Contract, and inspection and acceptance of the City-Furnished Materials at the time of delivery. The City and the CCR shall perform their obligations hereunder (including the placement of all Purchase Orders for City-Furnished Materials) in a timely and expeditious manner consistent with this Agreement, this Exhibit "B" and the Project Schedule (and the City acknowledges and agrees

that the City's and the CCR's timely and proper performance and satisfaction of their obligations with respect to City-Furnished Materials will have a direct and material impact on the ability of the Project Developer and the Prime Contractor to perform their obligations with respect to the City-Furnished Materials under this Agreement and this Exhibit "B"). The Project Developer and the Prime Contractor each shall perform its obligations hereunder (including the delivery of Requisition Forms) in a timely and expeditious manner consistent with this Agreement, this Exhibit "B" and the Project Schedule (and the Project Developer acknowledges and agrees that the Project Developer's and the Prime Contractor's timely and proper performance and satisfaction of their respective obligations with respect to City-Furnished Materials will have a direct and material impact on the ability of the City to perform its obligations with respect to City-Furnished Materials under this Agreement and in this Exhibit "B"). The Prime Contractor shall coordinate delivery locations and schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Prime Contractor for the particular City-Furnished Materials. The Prime Contractor shall provide all services required for the unloading, handling and storage of City-Furnished Materials through installation (or, in the case of furnishings or equipment, through placement of the same in the Project in their intended final location). The City assumes the risk of loss of City-Furnished Materials from the time title to such City-Furnished Materials passes from the supplier upon delivery of such City-Furnished Materials to the Project Site (or to any other storage area or "laydown" area used in connection with the Project Improvements) (i.e., Free On Board Destination pursuant to Section 672.319, Florida Statutes).

1.7 Upon delivery of City-Furnished Materials as provided above, the Prime Contractor shall visually inspect all shipments from suppliers and sign off on all receiving reports for City-Furnished Materials delivered or received. The Prime Contractor shall assure that each delivery of City-Furnished Materials is accompanied by delivery tickets or such other documentation as is adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and a copy of the invoice from the supplier conforming to the Purchase Order together with such additional information as the CCR may reasonably require. The Prime Contractor will then forward the delivery tickets to the Project Developer to match up with the invoice for payment. The City shall be directly invoiced by the suppliers for all City-Furnished Materials in care of the Project Developer. Neither Project Developer nor the Prime Contractor shall pay invoices for City-Furnished Materials.

1.8 The Prime Contractor shall ensure that City-Furnished Materials conform to all specifications contained in the Construction Contract. Based upon its inspection of the City-Furnished Materials as they are delivered to the Project Site (or other materials staging/laydown areas) Prime Contractor shall determine prior to incorporation into the Project Improvements or placement in the Project in their intended final location, as applicable, if such City-Furnished Materials are patently defective and whether such City-Furnished Materials are the same as the materials ordered and match the description on the bill of lading. If the Prime Contractor discovers defective or non-conformities in City-Furnished Materials upon such visual inspection, the Prime Contractor shall not utilize such nonconforming or defective City-Furnished Materials in the Work and instead shall promptly notify the CCR and Project Developer of the defective or nonconforming condition so that repair or replacement of those City-Furnished Materials can occur without any undue delay or interruption to the Work. If the Prime Contractor fails to perform such inspection and otherwise incorporates into the Project Improvements such

defective or nonconforming City-Furnished Materials, the condition of which it either knew or should have known by performance of an inspection, the Prime Contractor shall be responsible for all damages to the City resulting from the Prime Contractor's incorporation of such defective or non-conforming City-Furnished Materials into the Project Improvements.

1.9 The Prime Contractor shall maintain records of all City-Furnished Materials incorporated into the Project Improvements or used to furnish or equip the Project. The Prime Contractor's monthly status reports to the Project Developer shall identify any City-Furnished Materials delivered into the Prime Contractor's possession, indicating portions of all such City-Furnished Materials which have been incorporated into the Project Improvements or used to furnish or equip the Project (and Project Developer shall deliver copies of such monthly reports to the CCR within five (5) days of Project Developer's receipt thereof).

1.10 The Prime Contractor shall be responsible for obtaining and managing all warranties and guarantees for all City-Furnished Materials in the same manner and on the same terms as other materials obtained by the Prime Contractor as required by this Agreement. All repair, maintenance or damage-repair calls with respect to such City-Furnished Materials shall be forwarded by the Project Developer to the Prime Contractor for resolution with the appropriate supplier or Subcontractor in accordance with Section 6.5 of this Agreement. The Prime Contractor shall undertake all warranty enforcement against the appropriate supplier or Subcontractor for all such City-Furnished Materials. Additionally, all City-Furnished Materials shall be warranted and guaranteed by the Project Developer and the Prime Contractor as part of the warranty and guarantee of the Work to the same extent and degree as other equipment and materials procured and provided to the Project Improvements by the Project Developer and the Prime Contractor in accordance with this Agreement. Prime Contractor's warranty and guarantee duties shall be governed by and carried out pursuant to the terms of this Agreement and the Construction Contract. The Project Developer and the Prime Contractor shall make no distinction in discharging such warranty and guarantee duties and obligations between City-Furnished Materials and equipment and materials otherwise supplied by the Prime Contractor. Provided, however, the Prime Contractor's obligations under this Section 1.10 shall be conditioned upon the City assigning to the Prime Contractor the applicable City's warranty and other contract rights under the applicable Purchase Orders and the City not having waived or otherwise adversely impaired such warranty and other contract rights under any such applicable Purchase Orders.

1.11 Notwithstanding the delivery or transfer of City-Furnished Materials to the Prime Contractor or to the Project Site (or materials staging/laydown area) for their incorporation by the Prime Contractor into the Project Improvements or for furnishing or equipping the Project, the City shall retain legal and equitable title to any and all City-Furnished Materials. The transfer of possession of City-Furnished Materials from the City to the Prime Contractor shall constitute a bailment for the mutual benefit of the City, the Project Developer and the Prime Contractor. The City shall be considered the bailor and the Prime Contractor the bailee of the City-Furnished Materials. Transfer of possession shall be deemed to occur immediately and automatically upon delivery of City-Furnished Materials to the Prime Contractor without notice from City to the Project Developer or the Prime Contractor. City-Furnished Materials shall be considered returned to the City for purposes of their bailment at such time as they are incorporated into the Project Improvements or used for furnishing or equipping the Project.

While in the Prime Contractor's possession, the Prime Contractor shall handle and store all City-Furnished Materials in a manner consistent with the supplier's or manufacturer's instructions regarding handling and storage to ensure later installation of City-Furnished Materials (or, in the case of City-Furnished Materials not incorporated into the Project Improvements, later placement in the Project in their intended final location) in a sound and undamaged condition.

1.12 The Project Developer shall purchase and maintain builders risk insurance to protect against any loss of or damage to City-Furnished Materials in accordance with Exhibit "D" of this Agreement. Such insurance shall cover the full value of any City-Furnished Materials not yet incorporated into the Project Improvements during the period between the time the City first takes title to any of such City-Furnished Materials and the time when the last of such City-Furnished Materials are incorporated into the Project Improvements. Such insurance shall also cover the full value of any City-Furnished Materials to be used to furnish or equip the Project during the period between the time the City first takes title to any such City-Furnished Materials and Substantial Completion.

1.13 Except to the extent the same is caused by or results from the failure of the City to perform its obligations under this Agreement or this Exhibit "B", the City shall in no way be liable for any interruption or delay in the Work, or for any extra Project Costs, resulting from any delay in the delivery of City-Furnished Materials. Further, the City shall not be liable for defects in the City-Furnished Materials, or for additional Project Costs associated with defects in the City-Furnished Materials, on account of (or resulting from) the City's acquisition and purchase of such City-Furnished Materials as provided in this Exhibit "B".

1.14 The City shall directly pay all suppliers with respect to City-Furnished Materials purchased by the City. In connection therewith, the Parties shall follow and comply with the payment and disbursement procedures set forth in Section 7.7 of this Agreement. Each Application for Payment relating to City-Furnished Materials shall include the following: (i) a copy of the applicable pricing quote as receiving report, (ii) the original invoice of the supplier, (iii) written acceptance of the delivered items by the Prime Contractor (or the Prime Contractor's acknowledgement of prepayment or deposit per Section 1.17 below), and (iv) such other documentation as may be reasonably required by the CCR. Upon receipt of the appropriate documentation, the City shall pay such invoice directly to each supplier in accordance with Article VII of the Agreement.

1.15 The procedures set forth in this Exhibit "B" for City-Furnished Materials are intended to comply with the requirements of the Florida Department of Revenue for (i) the direct purchase of materials by governmental entities for use in Public Works Contracts set forth in Section 12A-1.094 of the Florida Administrative Code, as amended, and (ii) the direct purchase of materials and/or other tangible personal property by the City to be used to furnish or equip the Project (rather than for incorporation into the Project Improvements) in accordance with Section 12A-1.038(4) of the Florida Administrative Code, as amended. The Parties intend that the procedures set forth in this Exhibit "B" for the acquisition of such materials and/or tangible personal property for incorporation into the Project Improvements and/or use in furnishing or equipping the Project shall comply in all respects with Applicable Law, including without limitation Sections 12A-1.094 and 12A-1.038(4) of the Florida Administrative Code, as amended, respectively. Under no circumstances shall any City-Furnished Materials which will

not be incorporated into the Project Improvements in accordance with the provisions of Section 12A-1.094 of the Florida Administrative Code, as amended, or which will not be used to furnish or equip the Project in accordance with the provisions of Section 12A-1.038(4) of the Florida Administrative Code, as amended, be purchased by the City as City-Furnished Materials. Consumables and furnishings and equipment which will not be City property (e.g., personalty placed in the offices or areas of the Soccer Stadium not controlled by the City) shall not be procured as City-Furnished Materials.

1.16 Salvaged City-Furnished Materials shall be stored or removed from the Project Site at the City's direction, or may be turned over to the Project Developer and/or the Prime Contractor by the City for salvage or disposal, at the City's discretion.

1.17 The Parties may elect to make deposits for the acquisition of City-Furnished Materials and/or to prepay for City-Furnished Materials to be acquired as provided hereunder. If and to the extent that any City-Furnished Materials for which deposits or prepayments have been made are not later acquired or delivered for the Project, the Parties shall replace such City-Furnished Materials and the costs thereof shall be paid by the Parties as Project Costs.

1.18 The Parties acknowledge and agree that the Parties intend to acquire City-Furnished Materials to the extent allowed by Applicable Law, and accordingly, the Project Developer and the CCR shall cooperate in good faith to structure and/or modify the procedures set forth in this Exhibit "B" for the acquisition of such City-Furnished Materials to the extent reasonably necessary to achieve the foregoing intent. In the event any Governmental Authority of competent jurisdiction determines that sales tax is owed on any City-Furnished Materials, the sales tax, any legal fees or expenses, and any fines, penalties, or interest costs incurred associated with such sales tax liability determination shall be paid by the Parties as a Project Cost.

EXHIBIT "C"

Not Used

EXHIBIT "D"

Insurance Requirements

1.1 Evidence of Insurance. The Project Developer shall, prior to the earlier of the commencement of construction of the Project Improvements or performance of the Work at the Project Site, deliver evidence in the following manner to the CCR that the Project Developer has procured the insurance required under this Exhibit "D":

1.1.1 As evidence of compliance with the insurance required by (i) paragraph 1.4.1 below (Workers' Compensation/Employer's Liability), (ii) paragraph 1.4.2 below (Commercial General Liability), (iii) paragraph 1.4.3 below (Business Auto Liability), (iv) paragraph 1.4.4 below (Professional Liability), and (v) paragraph 1.4.5 below (Contractors' Pollution Liability), the Project Developer shall furnish the CCR with a fully completed certificate of insurance, such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25-S) or other evidence reasonably satisfactory to the CCR (the "Certificate of Insurance"), signed by an authorized representative of the insurer(s) providing the coverages. The Certificate of Insurance shall identify this Project, shall verify that the Workers' Compensation/Employer's Liability coverage contains a waiver of subrogation in favor of the City, and shall provide that the CCR shall be given no less than thirty (30) days' prior written notice of cancellation. In addition, the Certificate of Insurance shall reference the City as an additional insured and, upon its receipt thereof the Project Developer shall deliver to the CCR copies of the actual additional insured endorsement as issued on the policy providing the Commercial General Liability coverage as required in paragraph 1.4.2.D below, signed by an authorized representative of the insurer(s) verifying inclusion of the City and its officials, officers and employees as additional insureds in the Commercial General Liability coverage.

1.1.2 As evidence of compliance with the insurance required by paragraph 1.4.8 below (Property/Builder's Risk Insurance), the Project Developer shall furnish the CCR with either:

- A. The original of the Property Insurance policy(ies), or
- B. A fully completed Evidence of Property Insurance form (ACORD Form 27), a copy of the original of the policy, or other evidence reasonably satisfactory to the City signed by an authorized representative of the insurer(s) providing the coverage.

1.1.3 Notwithstanding the timing requirements of the delivery of evidence of insurance outlined above, the Project Developer will provide (or cause to be provided) appropriate evidence, consistent with paragraph 1.1.1 above, of Professional Liability insurance for the Design Architect as outlined in paragraph 1.4.4 below, prior to the commencement of construction of the Project Improvements.

1.1.4 Until such time as the insurance required hereunder is no longer required to be maintained by the Project Developer, the Project Developer shall provide the CCR with renewal or replacement evidence of the insurance in the manner described in paragraphs 1.1.1

and 1.1.2 above prior to the expiration or termination of the insurance for which previous evidence of insurance has been provided.

1.1.5 Notwithstanding the prior submission of a Certificate of Insurance, the Project Developer shall provide the CCR with a complete copy of each of the required policies of insurance within thirty (30) days of receipt of each of such policies from the insurers.

1.2 Qualification of Insurers. Each such insurer must be either (i) authorized by a subsisting certificate of authority issued to the insurer by the Florida Department of Financial Services, or (ii) an eligible surplus lines insurer under Chapter 626.918, Florida Statutes. In addition, each such insurer shall have and maintain throughout the period for which coverage is required a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better, according to A. M. Best Company (or other evidence of financial integrity reasonably acceptable to the City).

1.3 Change in Insurer Qualifications. If an insurer shall fail to comply with the foregoing minimum requirements, once the Project Developer has knowledge of any such failure, the Project Developer shall immediately notify the CCR and, within thirty (30) days after Project Developer becomes aware of such failure, replace the insurance provided by the non-complying insurer with insurance issued by an insurer meeting the requirements set forth herein.

1.4 Description of Project Developer Required Insurance. Unless and to the extent the City has agreed otherwise, without limiting any of the other obligations or liabilities of the Project Developer, the Project Developer shall, as a Project Cost, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Exhibit "D". Except as otherwise specified in the Agreement or this Exhibit "D", the insurance shall commence on or before the delivery to the CCR of the evidence of such insurance as required by Sections 1.1.1 and 1.1.2 above and shall be maintained in force until Substantial Completion and for such longer periods and/or with such extended tails as Project Developer is able to procure on a commercially reasonable basis, in accordance with Section 1.4.6 below (except with respect to Products/Completed Operations coverage, which shall extend beyond Final Completion as required below).

1.4.1 Workers' Compensation/ Employer's Liability. The Project Developer shall procure and maintain (or shall cause others to procure and maintain) Workers' Compensation/Employer's Liability insurance conforming to the following requirements:

A. The Workers' Compensation/Employer's Liability insurance shall cover the Project Developer and the Prime Contractor, Contractors, enrolled Subcontractors, and other Persons performing Work at the Project Site, other Work locations identified in the Agreement or at other materials staging/laydown locations under this Agreement for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements except those required by NCCI or the State of Florida, if any. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage shall be included for the Federal Employer's Liability Act and any other applicable federal or state law.

B. The policy must be endorsed to waive the insurer's right to subrogate against the City and its officials, officers and employees, in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13), with the City and its officials, officers and employees scheduled thereon.

C. Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	(Each Accident)
\$1,000,000	(Disease-Policy Limit)
\$1,000,000	(Disease-Each Employee)

1.4.2 Commercial General Liability. The Project Developer shall procure and maintain (or shall cause others to procure and maintain) Commercial General Liability insurance conforming to the following requirements:

A. The Commercial General Liability insurance shall cover the Project Developer, Prime Contractor, Contractors, enrolled Subcontractors, and other Persons performing Work at the Project Site, other Work locations identified in the Agreement or at other materials staging/laydown locations under this Agreement for those sources of liability which would be covered by commercially reasonable Commercial General Liability Coverage forms and endorsements (which forms and endorsements shall be subject to the reasonable approval of the City).

B. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Silica, asbestos or lead
- Sexual molestation
- Architects & engineers professional liability
- Exterior Insulation And Finish Systems (EIFS)

C. The minimum limits to be maintained by the Project Developer (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$50,000,000	(Each Occurrence)
\$50,000,000	(General Aggregate)
\$50,000,000	(Product/Completed Operations Aggregate)
\$25,000,000	(Personal & Advertising Injury)

D. The Project Developer shall include the City and its officials, officers and employees as additional insureds on the Commercial General Liability coverage. The foregoing coverage shall be subject to the reasonable approval of the City. The Certificate of Insurance shall be clearly marked to reflect such additional insured status, and a copy of the additional insured endorsement(s) shall be included with the Certificate of Insurance provided to the CCR.

E. The Project Developer shall continue to maintain Products/Completed Operations coverage for a period of ten (10) years after Substantial Completion. The Products/Completed Operations coverage and forms shall be subject to the reasonable approval of the City. The minimum limits to be maintained shall be the amounts shown in Section 1.4.2.C above as the minimum each occurrence and Products/Completed Operations Liability aggregate limits respectively required for the commercial general liability coverage.

1.4.3 Professional Liability. The Project Developer shall procure and maintain (or shall cause others to procure and maintain) Professional Liability insurance conforming to the following requirements:

A. With respect to the Design Architect, such insurance shall be on a form reasonably acceptable to the City and shall cover those sources of liability arising out of the rendering or failure to render design professional services in the performance of its professional services contemplated in this Agreement. If coverage is on a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits of such coverage shall be \$25,000,000 (Each Claim/Annual Aggregate).

B. With respect to all other Design Professionals and Subconsultants providing services under this Agreement, the Project Developer shall require such Design Professionals and Subconsultants to maintain reasonable and appropriate professional liability insurance coverage in types and amounts to be determined by the Project Developer, subject to the reasonable approval by the City.

C. If OPPI coverage is not procured and maintained, the Project Developer agrees to purchase (or cause to be purchased) "project specific" professional liability coverage on a form and in an amount mutually agreeable to both the City and Project Developer.

1.4.4 Contractors' Pollution Liability. The Project Developer shall procure and maintain (or shall cause others to procure and maintain) Environmental Impairment/Contractors' Pollution Liability insurance conforming to the following requirements:

A. Such insurance shall include coverage for the acts of the Prime Contractor, Subcontractors, Contractors and other Persons performing Work under this Agreement for environmental clean up costs resulting from pollution incidents resulting from the acts of the Prime Contractor, Subcontractors, Contractors and other Persons performing Work at the Project Site and at any ancillary locations that are identified in the Contract Documents as locations where activities related to this Agreement will take place. Such insurance also shall provide coverage for third party liability for bodily injury and property damage resulting from pollution incidents resulting from the acts of the Prime Contractor, Subcontractors, Contractors and other Persons performing Work at the Project Site, other Work locations identified in the Agreement or at other materials staging/laydown locations. Such insurance shall be on a form reasonably acceptable to the City. Coverage must be either on an occurrence basis, or, if on a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

B. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$20,000,000	Each Claim/Occurrence
\$20,000,000	Annual Aggregate

C. However, if insurance market conditions are such that purchase of the minimum \$20,000,000 limits of liability is commercially impracticable, a lower limit mutually agreeable to both the City and Project Developer will be acceptable.

D. At the sole option of the City, the City may elect to procure coverage to protect the City against risks to the City arising out of pre-existing contamination at the Project Site.

1.4.5 Project Developer Provided Insurance Program. The City grants permission to the Project Developer to provide any of the insurance coverages required in this Exhibit "D" via a Developer Controlled Insurance Program ("DCIP"). If implemented, the DCIP will include coverage for the Project Developer, Prime Contractor, Contractors, enrolled Subcontractors, and other Persons performing Work under this Agreement. However, to the extent any of the required insurance coverages are provided through the use of an DCIP, such insurance must provide coverage in a scope and amount equivalent to what would be provided on separate insurance policies complying with the requirements of this Exhibit "D", including any and all requirements to extend coverage to the City as an additional insured. Further, for any DCIP program used under this Agreement, the Project Developer will provide (or cause to be provided) to the CCR, at least on a quarterly basis, in a type and format reasonably agreeable to the City, reports detailing the performance of and activity under such DCIP program, including reports of all claims and losses of all insured entities under the DCIP.

1.4.6 Other Insurance. To the extent not covered under the DCIP as described in Section 1.4.5 above, Project Developer shall require the Prime Contractor, Design Architect, Design Professionals, Subconsultants, Subcontractors, Contractors and other Persons performing Work under this Agreement (including any Work performed after Substantial Completion), to

maintain any and all insurance required by Applicable Law, and to maintain reasonable and appropriate insurance coverage (including Business Auto Liability) in types and amounts to be determined by the Project Developer, subject to reasonable approval by the City. Except to the extent required by Applicable Law, or as otherwise specifically provided by this Agreement, this Agreement does not establish specific minimum insurance requirements for the Prime Contractor, Design Architect, Design Professionals, Subconsultants, Subcontractors, Contractors and other Persons performing Work under this Agreement.

1.4.7 Property/Builder's Risk Insurance. The Project Developer shall procure and maintain Property/Builder's Risk insurance conforming to the following requirements:

A. The Project Developer shall provide, in a policy reasonably acceptable to the City, "all risk" (i.e., Special Form) property insurance on all buildings, structures, additions, machinery, and equipment. Coverage shall include City-Furnished Materials during transit, storage and incorporation into the Work, subject to reasonable sublimits to be agreed to by the Project Developer and the City. Coverage also shall include coverage for soft costs, interest expense and delayed opening loss of income or rents arising from the delay in completion resulting from a covered physical loss to property, subject to reasonable sublimits to be established by the Project Developer.

B. With respect to all perils typically covered in an "all risk" Property/Builder's Risk coverage form other than Windstorm and Hail, Flood and Earthquake, the limit of the policy(ies) shall be equal to the estimated completed replacement value of all buildings, structures, additions, machinery, and equipment.

C. With respect to any casualty due to Named Storms, the sublimit of coverage including soft costs, interest expense and delayed opening loss of income or rents (if any) shall be in an amount of not less than the estimated completed replacement value of all buildings, structures, additions, machinery, and equipment. However, if insurance market conditions are such that the limit specified is commercially impracticable to obtain, then a lower limit mutually agreeable to both the City and the Project Developer will be acceptable.

D. The limit of coverage for the perils of Flood and Earthquake shall be at least \$50,000,000 per occurrence. However, if insurance market conditions are such that purchase of the minimum \$50,000,000 is commercially impracticable, lower limits mutually agreeable to both the City and Project Developer will be acceptable.

E. The Property/Builder's Risk Policy(ies) shall include the City as a named insured and shall contain a waiver(s) of subrogation.

F. The maximum deductible for other than Named Storm shall be \$100,000 per occurrence. The minimum deductible per occurrence for Named Storm shall be five percent (5%) of the estimated replacement value at the time of the loss of all buildings, structures, additions, machinery and equipment (subject to a minimum deductible of \$100,000). The Project Developer shall pay on behalf of the City, as a Project Cost, any such deductible.

G. The Property/Builder's Risk Policy will include Partial Occupancy/Permission to Occupy Coverage.

1.4.8 Risk of Loss.

A. Notwithstanding any provision in this Agreement to the contrary, except with respect to tangible personal property purchased by the City for the purpose of receiving a tax exemption under Section 212.08(6), Florida Statutes, if any, the risk of loss shall remain with the Project Developer until Substantial Completion.

B. The City shall retain the risk of loss of and damage to City-Furnished Materials for the purpose of receiving a tax exemption under Section 212.08(6), Florida Statutes, which meets the criteria in Rule 12A-1.094(4)(b)1-4, F.A.C. to determine if the City is the purchaser for the purpose of the tax exemption under Section 212.08(6), Florida Statutes.

C. The City shall be solely entitled to the proceeds paid and attributable to damage or loss to City-Furnished Materials under the Property/Builder's Risk Policy(ies), and such proceeds shall be used by the City to fulfill its obligations to replace the damaged or destroyed City-Furnished Materials.

1.4.9 Project Developer's Insurance Primary. The insurance provided by the Project Developer pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the City or any of its officials, officers or employees shall be in excess of and not contributing with the insurance provided by or on behalf of the Project Developer.

1.4.10 Deductible or Self-Insured Retention Provisions. The Project Developer shall be responsible for paying any losses, including losses and defense costs with respect to claims against the City, and its elected and appointed officials and employees, within the amount of any deductible or self-insured retention of any of the policies issued pursuant to this Exhibit "D", which payment shall be a Project Cost. The foregoing notwithstanding, the Project Developer shall not be responsible for paying any loss sustained by the City due to a delay in opening caused by a Force Majeure Event that would otherwise be covered by the delay in completion endorsement to the Builder's Risk insurance but for the fact that such loss is sustained during the "waiting" or "deductible" period upon which such endorsement is conditioned (provided such "waiting" or "deductible" period does not exceed fourteen (14) days unless approved otherwise by the City).

1.4.11 Project Developer's Insurance As Additional Remedy. Except as provided to the contrary in Principal Contracts reviewed and approved by the City, which expressly limit the liability of the Person contracting with the Project Developer (and/or Subcontractors, Design Professionals or Subconsultants), compliance with the insurance requirements of the Agreement shall not limit the liability of the Project Developer, the Prime Contractor, Contractors, Subcontractors, Design Architect, Design Professionals, Subconsultants or their respective employees or agents, to the City; and any remedy provided to the City or its elected or appointed officials or employees by the insurance required hereunder shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise.

1.4.12 No Waiver by Approval/Disapproval. Neither approval by the City (or CCR) nor failure to disapprove the insurance furnished by the Project Developer shall relieve the Project Developer of the Project Developer's full responsibility to provide the insurance as required by this Agreement.

1.4.13 Relaxation or Suspension of Insurance Requirements. If, in the sole opinion of the City, full compliance with the insurance requirements in this Exhibit "D" is not commercially practicable for the Project Developer, and would not be commercially practicable for most other developers qualified to perform the Project Developer's obligations under this Agreement, then at the written request of the Project Developer the City may, in its sole discretion and subject to any conditions it deems appropriate, relax, modify or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the Project Developer. As a condition to any such relaxation, modification or temporary suspension of such insurance requirements, the CCR may require the Project Developer to provide the CCR with written evidence satisfactory to the City that full compliance with the insurance requirements is neither commercially practicable for the Project Developer nor commercially practicable for most other developers qualified to perform the Project Developer's obligations under this Agreement. Any such relaxation, modification or temporary suspension shall be subject to the prior written approval of the City, (and subject to the conditions of such approval).

EXHIBIT "E"

Blueprint Initiative

I. Design Phase Initiatives.

A. Point of Contact. Simultaneously with the execution of the Agreement, the Project Developer shall provide the City with the name, direct phone numbers (both office and mobile), address and facsimile number for a Person employed by or under contract to the Project Developer (the "Project Developer Blueprint Representative" or "PDBR"), to serve as the City's point of contact with respect to all matters set forth in this Exhibit. The PDBR may be, but is not required to be, the same Person as the PDR. From time-to-time following the Effective Date, the Project Developer may change or replace the PDBR upon three (3) Business Days' prior written notice to the City. The Construction Contract also shall require the Prime Contractor to designate (and provide contact information for) a Person to serve as the point of contact for matters related to the terms and conditions of this Exhibit "E".

B. Preliminary Design Meeting. Within thirty (30) days after the Effective Date, the Project Developer shall meet with City representatives, at a time and place mutually agreed upon by the Parties, to discuss in good faith the opportunities for unbundling certain contracts between the Prime Contractor and Subcontractors, and for unbundling certain contracts between Subcontractors at lower tiers (together, "Subcontracts"), with the goal of achieving the goals, terms and conditions described in this Exhibit "E".

C. Identification of Employment Opportunities. Within thirty (30) days after the Effective Date, the Project Developer shall require the Prime Contractor to submit to the City, with a copy to the Blueprint Special Projects Manager, a list of the different trades which are anticipated to participate in the construction of the Project Improvements, and to meet with the City and the City's Blueprint Employment Office ("BEO") to identify employment needs for the Project Improvements.

D. Community Meeting. Within thirty (30) days after the Effective Date, the Project Developer shall hold a community meeting at a location, date and time reasonably approved by the CCR, to inform the community of the preliminary design, the anticipated schedule of construction, and any potential construction, employment or retail opportunities that may become available. The Project Developer shall require the Prime Contractor to attend and reasonably participate in such meeting.

E. Composition of Design Professionals and Subconsultants. The Project Developer shall require the Design Architect to exercise good faith efforts to have at least: (i) eighteen percent (18%) of the aggregate monetary value of contracts with Design Professionals and Subconsultants be awarded to MBE, and (ii) six percent (6%) of the aggregate monetary value of contracts with Design Professionals and Subconsultants be awarded to WBE, in compliance with the requirements of Chapter 57 of the City's Code of Ordinances.

II. Contracting and Construction Initiatives.

A. Pre-Construction Business Opportunity Meetings. Prior to the establishment of the guaranteed maximum price ("GMP") for the Construction Contract, the Project Developer and the Prime Contractor shall hold a minimum of two (2) local business community forums in coordination with the CCR at locations, dates and times mutually agreed upon, to inform local contractors, trade professionals, suppliers and other interested parties of potential business opportunities and to help foster and develop new local business relationships.

B. Contracting Obligations. The Project Developer shall:

(i) develop its plan pursuant to which the Project Developer shall comply with the requirements of Section 3.3 of the Agreement and this Exhibit "E" (the "Blueprint Plan") (which Blueprint Plan shall be subject to the City's review and reasonable approval), pursuant to which the Project Developer shall require compliance by the Design Contractors, the Prime Contractor, the Contractors and the Subcontractors with the requirements of Section 3.3 of the Agreement and this Exhibit "E", including without limitation the Project Developer's proposed plan for the participation of MBE, WBE and other local businesses on the Project management team;

(ii) within thirty (30) days after the Effective Date of this Agreement, require the Prime Contractor to comply with the procurement requirements of the Agreement and to develop a local community impact plan (the "Community Impact Plan"), which Community Impact Plan should address the Prime Contractor's proposed commitment and plan for the participation of MBE, WBE and other local businesses in providing labor, materials, supplies and services in connection with the construction of the Project Improvements (and the City and Blueprint Special Projects Manager may review and provide comments to the proposed Community Impact Plan);

(iii) use good faith efforts to comply with, and require the Prime Contractor and the Contractors to use good faith efforts to comply with, the requirements of Chapter 57 of the City's Code of Ordinances in connection with the construction of the Project Improvements, including: (a) meet the City's goal that eighteen percent (18%) of the aggregate monetary value of Contracts for the Project Improvements be awarded to MBE and six percent (6%) of the aggregate monetary value of Contracts for the Project Improvements be awarded to WBE, and (b) achieve aggregate group employment levels for minorities and women employed by the Prime Contractor and the Contractors (and all Subcontractors at all tiers) of eighteen percent (18%) and six percent (6%), respectively;

(iv) require the Prime Contractor and the Contractors (and their respective first and second tier Subcontractors) to comply with the City's Living Wage Policy set forth in Section 161.3(4)(E) of the City's Policies and Procedures in effect as of the Effective Date (the "City Policies") with respect to the construction of the Project Improvements (which Living Wage is \$8.50 per hour as of the Effective Date);

(v) require the Prime Contractor and the Contractors (and all Subcontractors at all tiers), subject to Section II.B(iv) above, to comply with the City's Construction Policy for Public Works Department construction agreements set forth in Section 161.3(4)(F)(7)(b) of the City Policies in the construction of the Project Improvements, by paying workers on the

construction of the Project Improvements an hourly wage, based on classification, for the Orlando region established by the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5), and to provide said workers with health benefits in the manner established by such Section 161.3(4)(F)(7)(b) of the City Policies; and

(vi) require the Prime Contractor and the Contractors (and their respective first tier Subcontractors) to use good faith efforts each to employ on the Project a minimum of one (1) apprentice for each nine (9) journeymen it employs on the Project. For purposes of this Section II.B(6): (i) "apprentice" shall be defined as provided in Section 446.021(2), Florida Statutes; and (ii) "apprenticeable occupation" shall mean any of the following trades, which may be supplemented as mutually agreed upon by the Project Developer and the City and Blueprint Special Projects Manager: air conditioning/HVAC worker, carpenter, electrician, elevator contractor, glazier, ironworker, mason, operating engineer, painter, pipe fitter, plumber, sheet metal worker, sprinkler fitter, equipment operator, or drywall hanger/finisher; and

(vii) require the Prime Contractor and the Contractors (and their respective first and second tier Subcontractors) to use good faith efforts to comply with the City's "Blueprint Workforce Development Program" hiring program as set forth in this Section II.B(vii). The City's "Blueprint Workforce Development Program" hiring program requires the Prime Contractor and the Contractors (and their respective first and second tier Subcontractors) to provide at least three (3) Business Days' notice and listing of all job openings on the Project to the BEO (except in the event of an emergency requiring a job opening to be filled within twenty-four (24) hours) prior to making a hire for the job opening). Such notice shall be submitted in a format reasonably acceptable to both the Project Developer and the Blueprint Special Projects Manager, and the foregoing notice shall provide a listing of all job openings by title together with a clear and concise description of the job responsibilities and qualifications, including expectations, salary, work schedule, duration of employment and any special requirements (e.g., language skills, driver's license, etc.) for each job. The Prime Contractor and the Contractors (and their respective first and second tier Subcontractors) shall consider in good faith all resumes and applications received from the BEO meeting the requirements provided and shall not unreasonably refuse to consider an application from an ex-offender. Temporary staffing firm(s) ("Temp" or "Temps") shall not be used to provide construction labor on the Project except as specifically set forth herein. The Prime Contractor, if it desires to allow its first or second tier subcontractors to use labor provided by Temps, shall competitively select and subcontract with one (1) or more Temps which shall provide non-skilled labor only. A temporary worker provided by a Temp can provide labor for a period no longer than one (1) week (Sunday through Saturday) for the same subcontractor except as follows. The temporary worker provided by a Temp can only be used again to perform labor for the same subcontractor after two (2) weeks have elapsed since the completion of the temporary worker's previous labor (which cannot exceed one (1) week) for that subcontractor. The temporary worker must be selected by the Temp from the BEO pursuant to the hiring procedure set forth above. The Temps shall comply with Section II.B(v) and (vi) for payment of wages and provision of health benefits to their workers who provide labor on the Project. A temporary worker provided by a Temp can only be used to perform unskilled work, such as loading/unloading, site clean-up and dust control. Notwithstanding anything in this Section II.B(vii) to the contrary, however, the Prime Contractor and the Contractors (and their respective first or second tier Subcontractor) shall not be deemed to be acting in bad faith if the terms and conditions of any union contract or union agreement to

which the Prime Contractor or any Contractor (or any such Subcontractor) is/are bound prevent or impair the Prime Contractor or the Contractor (or any such Subcontractor) from complying with the terms and conditions of this Section II.B(vii), but only to the extent such union contract or union agreement is applicable to hiring in Orange County, Florida and prevents or impairs compliance with this Section II.B(vii). The Project Developer shall require the Prime Contractor and the Contractors (and their respective first and second tier Subcontractors) to use good faith efforts to provide to the BEO prompt notice of termination or layoff of employees to facilitate BEO's ability to assist such individuals with new employment. The Prime Contractor shall use the E-Verify internet-based system operated by the United States Department of Homeland Security to determine employment eligibility of all new employees hired by the Prime Contractor and shall require all Subcontractors to use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of their Subcontracts. The Prime Contractor shall require Contractors (and their respective first and second tier Subcontractors) to submit, upon contract execution, their latest Florida Department of Revenue Employer's Quarterly Report (Form "RT-6") to establish the existing workforce. Once the existing workforce has been established, employment of any person not included on the latest RT-6 Form, or existing workforce, requires the Contractors (and their respective first and second tier Subcontractors) to submit work order to the BEO in accordance with the Blueprint Hiring Program.

C. Non-Compliance. In addition to and not in derogation of any and all other remedies available to the City at law or in equity or under the Agreement, the Project Developer shall impose, in good faith, the following penalties for the failure of the Prime Contractor, any Contractor or any Subcontractor to substantially comply with the requirements of Sections II.B(ii) through II.B(vi), inclusive, above: (i) withholding approval and payment, either in full or in part, of a pro rata percentage of any Applications for Payment; (ii) withholding retainage; or (iii) terminating the applicable contract.

In addition to and not in derogation of any and all other remedies available to the City at law or in equity or under the Agreement, for the failure of the Prime Contractor or of any Contractor (or the failure of any first or second tier Subcontractor) to substantially comply with the requirements of Section II.B(vii) above, the Project Developer shall impose, in good faith, the following fines: (a) for a second (2nd) violation, a fine of \$1,000.00; (b) for a third (3rd) violation, a fine of \$2,000.00; (c) for a fourth (4th) violation, a fine of \$5,000.00; and (d) for a fifth (5th) and all additional violations, a fine of \$10,000.00 per violation (together, the "Fines"). All Fines collected by the Project Developer shall be paid to the City. The Blueprint Plan shall address with more specificity the terms, conditions and circumstances under which Fines shall be assessed, including without limitation: the Project Developer's obligation to assess such Fines at the time the Project Developer knows (or should know) of such violation; the Project Developer's ability to issue a warning for a first violation; and the requirement that the party that actually commits such violation shall be responsible for paying the applicable Fine. In connection with a violation under Section II.B(vii), any violation relating to each individual job opening shall constitute a separate incident and violation.

D. Reporting. Commencing thirty (30) days after the Effective Date and continuing until the date of Substantial Completion, the Project Developer shall require the Prime Contractor and the Contractors to submit to the Project Developer and the Blueprint Special

Projects Manager a consolidated monthly report outlining the Prime Contractor's and the Contractor's (and their respective Subcontractor's of all applicable tiers) compliance with Sections II.B(ii) through II.B(vi) above, in such form and content as may be reasonably required by the Blueprint Special Projects Manager. Project Developer shall require the Prime Contractor and the Contractors to report their compliance (and the compliance of all of their respective Subcontractors at all applicable tiers) with the requirements of Section II.B(vii) above regarding the City's "Blueprint Workforce Development Program" in the manner set forth in Section II.K below. Project Developer shall require the Prime Contractor and the Contractors (and their respective Subcontractors at all applicable tiers) to respond to and comply with reasonable requests from the Blueprint Special Projects Manager for supplemental information relating to the reporting requirements of this Section II.D.

E. Identification of Anticipated Subcontracting Needs. Within thirty (30) days after the Effective Date, the Project Developer shall require the Prime Contractor to provide to the Project Developer and the Blueprint Special Projects Manager a list of anticipated Subcontracts for the Project Improvements by type of work to be performed, the anticipated dollar value range (plus or minus 10%) of such Subcontracts, the estimated time frame for award of such Subcontracts, and the name of the anticipated Subcontractor, if known. Thereafter, the Project Developer shall require the Prime Contractor to update such initial estimates and provide such updates to the Project Developer and the Blueprint Special Projects Manager on a monthly basis through the date of Substantial Completion. The Project Developer shall require the Prime Contractor to endeavor in good faith to provide the Project Developer and the Blueprint Special Projects Manager with as much advance notice of subcontracting needs as reasonably possible. Except in the case of an emergency threatening loss of life or property damage, or as otherwise reasonably agreed in writing by the Blueprint Special Projects Manager, the Prime Contractor shall not award any Subcontract of a type which is not reflected in the then-current list of Subcontracts provided to the Project Developer and the Blueprint Special Projects Manager pursuant to this subparagraph E.

F. Subcontracting Opportunities for MBE/WBE. Prior to the award of any Subcontracts and thereafter as reasonably requested by the Blueprint Special Projects Manager, the Project Developer and the Prime Contractor shall meet with the Blueprint Special Projects Manager and work in good faith with the Blueprint Special Projects Manager to identify opportunities to unbundle large Subcontracts with the goal of increasing the opportunity for MBE/WBE to obtain Subcontracts. At a minimum, the Project Developer shall require the Prime Contractor to award, or in the aggregate with all of its Subcontractors of any tier to award, at least fifteen (15) Subcontracts with a value not to exceed Five Hundred Thousand Dollars (\$500,000.00) each (and the Prime Contractor shall use reasonable efforts to unbundle at least eighteen (18) such Subcontracts). Within thirty (30) days of the initial meeting with the Blueprint Special Projects Manager, the Project Developer shall require the Prime Contractor to submit a plan to Project Developer and the Blueprint Special Projects Manager outlining the Prime Contractor's commitment and action plan for meeting the minimum requirements set forth in this subparagraph F. Thereafter, not less frequently than monthly, the Project Developer shall require the Prime Contractor to provide a status update on the implementation of the plan to the Project Developer and the Blueprint Special Projects Manager reflecting the Prime Contractor's progress in meeting the foregoing requirements. Such updates also shall reflect any modifications to the Prime Contractor's plan for meeting the foregoing requirements.

G. Award of Subcontracts. The Project Developer shall require the Prime Contractor to provide the Project Developer and the Blueprint Special Projects Manager, on a monthly basis, a report containing the names, estimated dollar value range (plus or minus 10%) and scope of work of all tier Subcontracts awarded by the Prime Contractor and its Subcontractors for work on the construction of the Project Improvements during the preceding month, to permit the Project Developer and the Blueprint Special Projects Manager to monitor compliance with this Exhibit. The Prime Contractor shall provide copies of Subcontracts to the Blueprint Special Projects Manager upon the request of the Blueprint Special Projects Manager.

H. Identification of Employment Opportunities. Within thirty (30) days after the Effective Date, the Project Developer shall require the Prime Contractor to meet with the Project Developer, the Blueprint Special Projects Manager to identify employment needs for the Project Improvements. Thereafter, during the construction of the Project Improvements, the Project Developer shall require the Prime Contractor to update such initial estimate and provide such updates to the Project Developer, the Blueprint Special Projects Manager on a monthly basis.

I. Community Employment Opportunities Meetings. It is anticipated that the BEO will hold a series of meetings prior to and during the construction of the Project Improvements to advise the local community of the anticipated schedule of construction, the manner of applying for jobs, and the hours and location of area job centers. The Project Developer shall attend and participate in, and shall require the Prime Contractor to attend and participate in, a minimum of two (2) such community meetings ("Pre-Construction Community Employment Meetings") at locations, dates and times established by the mutual agreement of the Project Developer and the Blueprint Special Projects Manager.

J. On-Site Employment Information. The Blueprint Plan also shall address the procedures by which interested Persons may obtain, on or at the Project Site, instructions and/or directions pertaining to submission of an application for employment in connection with the Project to the BEO at an employment center near the Project Site established and operated by the BEO.

K. Employment Reporting. The Project Developer shall require the Prime Contractor to obtain from its first and second tier Subcontractors, on a monthly basis, reports detailing said Subcontractors' compliance with the City's "Blueprint Workforce Development Program" as set forth in this Exhibit. The Project Developer shall require the Prime Contractor to incorporate information regarding the Prime Contractor's compliance with the City's "Blueprint Workforce Development Program" as set forth in this Exhibit "E", and to consolidate the Subcontractors' reports and its own information into a reporting form reasonably acceptable to the Blueprint Special Projects Manager. The Project Developer shall require the Prime Contractor to submit said consolidated report to the Project Developer and the Blueprint Special Projects Manager on a monthly basis. Said consolidated report at a minimum shall include the following information and such other information as may be reasonably requested by the Blueprint Special Projects Manager in a format reasonably required by the Blueprint Special Projects Manager:

(i) the percentage of job openings on the Project that have been filled by referrals from the BEO;

(ii) a breakdown by job title of each job opening and whether it was filled by a referral from the BEO;

(iii) for each job opening filled by a referral from the BEO, whether the Person is still employed as of the date of the report;

(iv) descriptions and numbers of jobs that are anticipated to become available in the future, if known, and an estimated timetable for availability of such jobs (reported on a monthly basis pursuant to Section II.H above);

(v) any difficulties the Prime Contractor, the Contractors and the Subcontractors are having with obtaining qualified referrals through the BEO; and

(vi) any updates to the Prime Contractor's initial estimate and timetable for anticipated employment needs originally provided pursuant to Section II.H above.

L. Future Cooperation. The Project Developer acknowledges that during the construction of the Project Improvements, the City shall be facilitating a series of business community forums designed to educate and network local, small and MBE/WBE businesses on potential business and contracting opportunities. Upon the reasonable request of the Blueprint Special Projects Manager, the Project Developer shall provide a representative to attend such meetings and provide such information as may reasonably be requested by the Blueprint Special Projects Manager regarding upcoming business needs on the Project. The Prime Contractor also shall attend such meetings if requested by the City.

M. Insurance. The Project Developer shall present to the City and secure the City's reasonable approval of a reasonably viable insurance method to extend coverage for accomplishing the objectives to provide affordable coverage to contractors working on the Project and remove the insurance barrier for many MBE/WBE.

N. Oversight Committee. The City has created a venues oversight committee ("Venues Oversight Committee") for monitoring compliance with the terms and objectives of this Exhibit in the construction of the Project Improvements including, but not limited to, MBE/WBE participation in the construction of the Project Improvements. Project Developer agrees to cooperate in good faith with information requests from the Venues Oversight Committee and, upon the reasonable request of the City, attend meetings of the Venues Oversight Committee.

III. Certification and Rules of Application.

A. Certification. For purposes of the Agreement and this Exhibit "E": (i) a "Minority Business Enterprise" or "MBE" shall mean a Person certified or recognized as a minority business either by the City pursuant to Chapter 57 of the City Code or by the County pursuant to reciprocity granted by the City in accordance with Chapter 57 of the City Code; and (ii) a "Women-Owned Business Enterprise" or "WBE" shall mean a Person certified or recognized as a women-owned business either by the City pursuant to Chapter 57 of the City Code or by the County pursuant to reciprocity granted by the City in accordance with Chapter 57 of the City Code. In connection with the certification of any Person seeking either MBE or WBE

status in connection with the Project, the City shall be obligated to use reasonable efforts to expedite the review, processing and determination of such application.

B. Calculation of MBE/WBE Participation. With respect to the requirements and goals set forth in this Exhibit "E", the following standards and criteria shall apply:

(i) The total aggregate dollar value of Subcontracts with all MBE's and WBE's for Work may be counted toward the overall participation requirements and goals set forth herein;

(ii) One hundred percent (100%) of the aggregate dollar value of all purchases from MBE and WBE suppliers shall be counted toward the overall participation requirements and goals set forth herein (provided that such MBE/WBE suppliers must perform a commercially useful function); and

(iii) The dollar value of any deductive Change Orders relating to City-Furnished Materials as provided in Exhibit "B" of this Agreement shall not be deducted from or counted against the dollar value of any Subcontracts with or from MBE and WBE suppliers.

C. Commercially Useful Function/Independence. An MBE or WBE shall be considered to perform a "commercially useful function" when it is responsible for the performance of a defined and distinct scope of Work within its area of certification. Each MBE and WBE shall be expected to perform, manage and supervise a meaningful portion of the Work contemplated for its Subcontract, purchase order or other agreement through the use of its own employees and equipment.

D. Joint Ventures. Credit or recognition for the participation of MBE/WBE in their capacity as joint venture partners with non-MBE/non-WBE Persons shall be based upon the analysis of the duties, responsibilities and risks by the MBE or WBE as specified or described in the governing joint venture agreement. In such circumstances, the joint venture partners must provide a copy of the joint venture agreement and a joint venture questionnaire, in form and content reasonably acceptable to the City, Project Developer and Prime Contractor, which questionnaire addresses the standards and criteria for qualification and recognition set forth herein. The City reserves the right to deny or limit the recognition and qualification of any MBE or WBE as a joint venture partner in circumstances where the MBE or WBE is found to have duties, responsibilities, risks or management control over the joint venture that are not commensurate with or in proportion to its joint venture ownership.

E. Employment Agreements. An employment contract or employment agreement between an individual Person and any firm, company, corporation or other Person which employs such individual Person shall not be deemed a Contract or Subcontract for the purposes of this Exhibit "E".

IV. Miscellaneous.

A. Submissions. Any and all designs and other submissions required by this Exhibit "E" shall be in addition to, and not in replacement of, any and all other submissions required by the Agreement or Applicable Law, including any and all necessary submissions for Permits.

B. Subcontracts. The Project Developer shall require that all contracts between the Prime Contractor and its Subcontractors and between the Contractors and their respective Subcontractors be in writing. The Project Developer shall require that the Prime Contractor and the Contractors include language in their written agreements with Subcontractors requiring compliance by Subcontractors of all levels and tiers with the requirements of this Exhibit "E" to the extent that such requirements are applicable to such Subcontractors.

C. Interpretation. The terms and conditions of this Exhibit "E" shall control in the event of any direct conflict between the terms and conditions of this Exhibit "E" and the provisions of the Blueprint Plan. Notwithstanding the preceding, in the event that the provisions contained in the Blueprint Plan set forth additional obligations to those found herein or more stringent requirements for the same activities than required herein, the Project Developer shall require the Prime Contractor to perform such additional requirements together with the requirements of this Exhibit "E" and shall perform any duplicative obligations to the more stringent standard.

D. Amendment. This Exhibit "E" may not be amended or modified in any manner without the prior written approval of the Project Developer and the Blueprint Special Projects Manager.

E. Defined Terms. Except as specifically defined otherwise herein, all words and terms used in this Exhibit shall have the same meaning and definition as in the Agreement to which this Exhibit is incorporated.

F. Disputes. In the event of any Dispute between the Project Developer and the City with respect to the terms and conditions of this Exhibit, such Dispute shall be submitted to Expedited ADR pursuant to Article XI of the Agreement.

EXHIBIT "F"

Environmental Reports

EXHIBIT "H"

Definitive Soccer Stadium Elements

SOCCER STADIUM

I. SPECTATOR FACILITIES

A. Spectator Seating

1. General

The Orlando City Soccer Club Stadium will be a new state of the art multi-purpose venue to include a minimum seating capacity of approximately eighteen thousand (18,000) (which could be increased if deemed necessary in TEAM and/or MLS' discretion) in a variety of offerings including: General Admission, Club, Suite, Supporter Section and Corner Terraces. The plan further includes both a roof structure and related fan amenities.

2. Requirements

The facility will be programmed, designed and built in accordance with current industry practices and the MLS Venue Guide, dated May 18, 2010.

Tread depth: 33" treads.

Aisle width: 48" wide, or determined by code.

Disabled Seating: To be provided in accordance with all applicable laws.

Code: Designed to current City of Orlando requirements.

Seating Types

a. General Admission Seating will be a fixed chair with a minimum width of 19" minimum.

b. Club Seats will be fixed armchair with a minimum width of 20".

c. Suite Seats will be fixed fully upholstered fixed armchair with a minimum width of 21".

Disabled Seating

a. Disabled Seating will be provided in accordance with all applicable laws.

b. Each Disabled Seating location will include a companion seat.

3. Club Seating

a. Approximately 2,500 seats including ADA compliant seating.

b. Tread depth: 33".

c. 20" minimum width for these seats

d. Access to a Main Club.

4. Suite Seating

a. Approximately 300 seats including ADA compliant seating.

b. Tread depth: 42".

c. 21" minimum width for these seats.

d. Access from VIP entry on west.

B. Main Club

1. The Main Club shall be approximately 4,000 S.F. and shall include food prep, food serving/buffet, bar, restrooms, food preparations areas, storage and circulation.

C. Concourse Public Toilet Rooms

1. Provide public toilet room distributed along the new concourses.

2. The following fixtures shall be provided.

a. Lavatories:

Men: 1 per 350 patrons

Women: 1 per 250 patrons

b. Water closets/urinals:

Men: 1 per 150 patrons

Women: 1 per 120 patrons

II. APPROXIMATE SQUARE FOOTAGES

A. Operations/Team Admin /Ticketing 4,000 Gross Square Feet

B. Team Support/Training Areas 14,000 GSF

C. Club, Corner Terraces and Suites 27,000 GSF

D. Team Store/Merchandising 4,000 GSF

E. Fan Amenities/Support Areas 31,000 GSF

F. Media Facilities 7,000 GSF

G. Building Operations 17,000 GSF

H. Building Circulation 84,000 GSF

I. Seating Bowl 102,000 GSF

Approximate Total 290,000 GSF

III. GENERAL NOTES

A. All plans described above (and figures included above) are approximate based on master plan

concept design, and to be confirmed.

EXHIBIT "I"

Not Used

EXHIBIT "J"

Not Used

EXHIBIT "K"

Not Used

EXHIBIT "L" Not Used

EXHIBIT "M"

Not Used

EXHIBIT "N"

Not Used

EXHIBIT "O"

Not Used

EXHIBIT "P"

Not Used

EXHIBIT "Q"

City's Policies and Procedures Relating to Reimbursement

133.3 SUBJECT: REIMBURSABLE EXPENSES

:1 **OBJECTIVE:**

Provide rules governing reimbursable expenses for consultants and other contractors. Ensure that limitations are fully understood.

:2 **AUTHORITY:**

This procedure amended by City Council October 27, 1997.

:3 **DIRECTION:**

Chief Administrative Officer, as an appointed official, serves at the pleasure of, and receives direction from the Mayor.

:4 **METHOD OF OPERATION**

A. Dollar Limits Identified by Task

Consultant agreements and other contracts should include strict upset limits (not estimates) for reimbursable expenses. Dollar limitations should be identified by task.

B. Definition of Reimbursable Expenses

Reimbursable Expenses are defined as actual out-of-pocket expenses necessary in the performance of a contract. Contracts should not provide for reimbursement of traditional business operating expenses, but not limited to, computer time, word processing time, and minor copying. Contracts should not provide for reimbursement of expenses which could be categorized as "entertainment." Any reimbursement of business operating expenses or "entertainment" expenses requires advance written approval of the Mayor or CAO. "Entertainment" expenses shall include sporting events, theatrical productions, concerts and similar activities, but do not include breakfast, lunch or dinner.

C. Reasonableness of Expenses

Consultant agreements and other contracts should state that payment of reimbursable expenses will only be made for reasonable actual expenses.

D. Advanced Approval for Consultant or Contractor Travel

The Project Manager or other City official as specified in the contract (hereinafter, "City official") should require the consultant to submit travel itineraries for advance approval. For ease of invoice review, the Project Manager or City official should assign a Trip Number at this time which the consultant will use to document all receipts submitted for reimbursement of travel expenses.

E. Specific Travel Expense Limitations for Consultants and Other Contractors
Consultant agreements or contracts should include provisions consistent with City Policy for employee travel, as follows: Administrative Offices Consultant Contracts Section 133.3 Policies and Procedures Manual Page 2

1. Airline Travel
All travel should be by economy or tourist class, at the lowest fares obtainable.
2. Car Rentals
Car rentals should be small or mid-sized cars, arranged at the most economical rate. The City will not reimburse for car rental insurance.
3. Lodging
Expenses may vary but should be reasonable. Government rates should be requested whenever possible. In Orlando, the Project Manager or City official should be contacted to obtain local government rates at nearby hotels.
4. Meals
Reimbursement for meals in Orlando and for travel to major cities (a list of which is maintained by the Accounting and Control Bureau) should be based on the actual cost of each meal not to exceed the following:

Breakfast \$ 6.00 includes tip & tax
Lunch \$ 9.00 includes tip & tax
Dinner \$15.00 includes tip & tax

Reimbursement for non-major cities should be based on actual cost, not to exceed the following:

Breakfast \$ 5.00 includes tip & tax
Lunch \$ 7.00 includes tip & tax
Dinner \$13.00 includes tip & tax

In cases where the traveler did not find it necessary to spend the night out of town, but was unable to return home by 7:00 p.m. in time for dinner, reimbursement will be allowed for the evening meal. Similarly, when the traveler finds it necessary to leave home before 7:00 a.m., reimbursement for breakfast would be in order.

5. Gratuities
Gratuities (tips) are recognized as a legitimate part of the cost of travel and a proper charge against the City when such expenses are necessary. All payments of this type should be kept to a minimum.

6. Telephone Calls
Necessary telephone calls may be claimed on the reimbursement voucher. In the case of tolls against the hotel bill, the points and parties between which the calls were made must be stated on the voucher with the reason they were made. If out of town travel extends three (3) days or more, one 3 minute personal call home is Administrative Offices Consultant Contracts Section 133.3 Policies and Procedures Manual Page 3 allowable for reimbursement. No other personal calls are reimbursable.

- F. Alcoholic Beverages
Reimbursements for alcoholic beverages are strictly prohibited.

- G. Local Travel
Travel between locations within Orange County may be reimbursed, but only up to the maximum rate allowed by the Internal Revenue Service.

- H. Subcontract Services
Reimbursement is permitted for subconsultant services rendered in support of the scope of work. Fees paid for such services shall be according to the same terms and priorities identified herein. No surcharge will be payable to the prime consultant for reimbursable expenses incurred by subcontractors.

- I. Review of First Invoice
A formal, thorough review of the first invoice submitted for payment should be made with the consultant's or contractor's representative.

- J. Invoice Approval and Signature
The Project Manager or City official should sign each invoice indicating approval. The contract payment should not be released prior to this approval.

- K. Expense Documentation
The Project Manager or City official should request legible receipts from the consultant or contractor and explanatory details sufficient to explain the reason for the expenditure and its relationship to the contract task. Where appropriate, Travel Expense Reports should be submitted with associated receipts.

- L. Questionable Reimbursed Costs
Expenses that have been reimbursed to the consultant but are deemed questionable by the Project Manager or City official after the fact, should be reviewed with the consultant or contractor and additional supporting documentation obtained. Any unjustified amounts should be returned to the City with interest at 1% per month.

- M. Procedure for Reimbursement
The City's Invoice format should be used by contractors and consultants for each task for submission of that task's reimbursable expenses.

:5 FORMS:
Reimbursable Expense Form and/or other appropriate expense forms.

:6 COMMITTEE RESPONSIBILITIES:
None.

:7 REFERENCE:
This procedure adopted by City Council March 26, 1990, October 27, Item 2A-34;
amended June 14, 1993, Item 4-Q; amended July 24, 1995, Item.7-U; amended October
27, 1997, Item 5-DD.

:8 EFFECTIVE DATE:
This procedure effective October 27, 1997

