

STANDARD VENUE AGREEMENT

This **STANDARD VENUE AGREEMENT** (this “Agreement”) is made and entered into as of **December 14, 2015**, by and between the **CA2016 LOCAL ORGANIZING COMMITTEE LLC**, a Delaware limited liability corporation located at 1801 South Prairie Avenue, Chicago, IL 60616 (“LOC”), and the **CITY OF ORLANDO**, located at **400 W. Church Street, Suite 200, Orlando, FL 32801** (“Venue Manager”).

WHEREAS, Venue Manager operates or otherwise controls **Orlando Citrus Bowl** (the “Stadium”) and the area immediately surrounding the stadium including the aerial space above such stadium premises (together hereinafter referred to as the “Venue”) in **Orlando, Florida**;

WHEREAS, LOC desires to use the Venue (as set forth below) for purposes of presenting 2016 Copa America Centenario soccer matches (the “Matches”); and

WHEREAS, Venue Manager agrees to host matches in the event they are selected as a host Venue by LOC;

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. **Selection and Appointment.**

(a) Selection Process

(i) As part of the selection process, the LOC has contacted a number of stadiums across the country about being candidate stadiums for the 2016 Copa America Centenario.

(ii) As part of the selection process, the Venue Manager from each stadium applying to host the Matches has provided LOC with an original of this Agreement unilaterally executed, including this Agreement unilaterally executed by the Venue Manager.

(iii) By entering into this Agreement, the Venue Manager agrees to host Matches in the event it is selected by LOC as a host Venue.

(iv) Should a community be selected, a Copa America Centenario Host Committee (the “Host Committee”) should be formed to partner with the LOC to execute the event.

(b) Appointment

(i) At the relevant stadium selection date, the LOC will appoint all venues for the 2016 Copa America Centenario.

(ii) In the event that:

- a. the Venue is selected for the 2016 Copa America Centenario; and
 - b. the Venue Manager has provided LOC with a copy of this Agreement executed by the Venue Manager, by counter-signing this Standard Agreement, LOC appoints the Venue Manager, and the Venue Manager accepts such appointment, as a stadium for the 2016 Copa America Centenario on the terms and conditions as set out in this Agreement.
- (iii) As a consequence of the selection of the Stadium as a Venue for the 2016 Copa America Centenario by LOC, the Venue Manager shall provide the Venue to the full control of LOC during the Exclusive Period (defined below) and to allow LOC to use, operate, manage and control the Venue for the hosting and staging of the Matches or any related events in its sole discretion, and allow access during the non-exclusive period, subject to the terms and conditions of this Agreement.
- (c) The Venue Manager agrees it shall be bound by the terms as provided in the bid submitted to the LOC unless those terms are otherwise contradicted by a written agreement between the LOC and the Venue Manager. Furthermore, the Venue Manager agrees to abide by the terms related to the Host Committee, included as Exhibit C to this Agreement.
- (d) This Agreement shall become valid on the date of its execution by all parties and will expire on September 30, 2016, unless previously terminated by one of the parties in accordance with the provisions this Agreement.

2. Representations and Warranties.

- (a) The Venue Manager represents and warrants that the minimum spectator seating capacity for the Venue is at least sixty-thousand (60,000), inclusive of club and fixed suite seating as utilized in the normal course of operations when staging soccer matches. All of the seats used in the Venue must be permanent and fixed seats, unless otherwise approved by LOC.
- (b) The Venue Manager represents and warrants that the Venue is in compliance with applicable Americans with Disabilities Act (ADA) statutes, plus all local, regional and state regulations in effect as of the date of the Matches, including, without limitation, ADA-accessible seating for physically disabled patrons and their companions.
- (c) The Venue Manager represents and warrants that the Venue will have at least two (2) video boards, one (1) control room equipped with the latest technology to enhance the fan experience and is interfaced with the Venue public address/sound system. Playback of videos, graphics, and animations should be capable of being switched or controlled from the video control room. All digital fascia or signage boards will be used for entertainment and informational purposes.
- (d) The Venue Manager represents and warrants that any construction or renovations to the Venue shall be completed at least 45 days prior to the Matches and nothing should be planned during the Matches. Any plans for Venue construction or renovation on Venue property before Copa America must be fully disclosed to the LOC. The LOC, at its sole discretion, may

require the Venue to cover the costs of installing temporary structures, restoring the Venue's aesthetics through banners, coverings, or other decorative elements in the event that any planned construction is not complete and in finished form by one (1) month prior to the Match(es) at Venue's cost.

(e) Each party hereby represents and warrants to the other party, and agrees as follows:

(i) It has the full legal, corporate or limited liability company power and authority to enter into this Agreement and perform each of its obligations hereunder;

(ii) Its execution and delivery of, and its performance under this Agreement, have been duly authorized by all necessary legal, corporate or limited liability company action, and have not, do not and will not conflict with, violate, result in a breach or default of or otherwise materially and adversely affect any rights of any third person or entity whatsoever, whether now existing or hereafter arising or occurring; and

(iii) No litigation or pending or, to such party's knowledge, threatened claims or litigation exist which do or could reasonably be expected to adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

(f) Venue Manager represents and warrants that the Venue will be provided fully clean with all facilities in good working condition at the beginning of the Exclusive Period (defined below) at no cost to the LOC. A final cleaning of the Venue will be scheduled in coordination with the LOC within two days following the final Match. Intermediate cleanings during the Exclusive Period as required for LOC preparations will be the cost responsibility of the LOC. Coordination, scheduling, and approval for such cleanings shall be done jointly by the LOC and the Venue Manager. Intermediate cleanings for the purpose of other approved, non-LOC Venue events shall be the cost responsibility of the Venue Manager.

(g) Venue Manager represents and warrants that the Stadium will have one (1) source of power supply

(h) Venue Manager represents and warrants that LOC will have right to use the existing voice and data communications network infrastructure (wired and wireless), including the use of the facility's Internet and telephone services, will be made available for use by the LOC, at no cost to the LOC. No branding related to the above mentioned items will be allowed when utilizing the network.

(i) Venue Manager represents and warrants that the Venue will provide the existing technology for comprehensive wireless connectivity for the media, LOC, and fans. The ability to provide a carrier and device-agnostic infrastructure delivering ubiquitous cellular and Wi-Fi coverage and capacity to support all fans, media, game operations and supporting staff in attendance is the standard required. The system should be open and available free of charge to all attendees and capable of supporting the latest mobile and video streaming applications. The Venue Manager will use best efforts to temporarily enhance cellular coverage via the use of on-site COWS & COLTS to the standards that are customary at the Venue for events of similar size and scope.. The LOC may consider the installation of any temporary methods to increase cellular

and/or Wi-Fi capacity and coverage for 2016 Copa America Centenario and related events.

3. Event.

(a) The Event shall consist of 2016 Copa America Centenario soccer matches (the “Matches”) and any activities related to the Matches (“Ancillary Activities”)(with the combination of the Matches and Ancillary Activities hereinafter referred to as the “Event”) at the Venue. The Matches shall take place at the Venue on the date(s) to be determined by LOC, and kickoff shall occur at a time(s) to be determined by the LOC.

(b) Definition of Key Dates

(i) Exclusive Period: A minimum of ten (10) days prior to match day 1 through two (2) days after the last match day in a Venue.

(ii) Lockdown Period: The period when the Venue is under security lockdown, anticipated to be forty-eight (48) hours prior to kickoff for each Match.

(c) Subject to the conditions described below, LOC shall be responsible for:

(i) delivery of the participating teams;

(ii) delivery of all referees, assistant referees, match inspectors, and FIFA observers; and

(iii) advertising and promotion of the Event.

4. Expense Items.

(a) LOC shall pay no rental fee for use of the Venue for the Event.

(b) Venue Manager shall pay up to \$175,000 per Match (\$150,000 if attendance is below 40,000 drop count) in Stadium expenses and no more than a total of up to \$30,000 Stadium expenses for non-Match days during the Exclusive Period. LOC shall pay all actual, out-of-pocket expenses above \$175,000 per Match (\$150,000 if attendance is below 40,000 drop count) and above \$30,000 for non-Match days during the Exclusive Period incurred by Venue Manager except for those items identified elsewhere in this Agreement as the responsibility of others, including Venue Manager. Venue Manager will work with LOC to determine appropriate levels of staffing and operational expenditures and will provide a good faith estimate of such expenses upon signature of the Agreement. For the purpose of this Agreement, Venue Manager overhead costs (i.e. salaries, hourly wages, etc., that would be paid whether Event took place or not) are not considered actual Event expenses and are the responsibility of Venue Manager. At least sixty (60) days prior to the Event, the parties will review all projected expenses based on anticipated attendance. Venue Manager shall provide to LOC an invoice providing the details of expenditures made for the Event within fourteen (14) days following the last Match. In no case, will the cost that the LOC pays exceed the estimate without the prior, express, written approval of LOC.

(c) The Venue Manager shall bear all costs relating to the provision and delivery of any utilities, including any utility outlets and connections, the implementation and maintenance of such utilities, outlets and connections, required for the hosting and staging of the Event in such manner and such standard and at any such locations as requested by LOC, including cleaning, electricity, hot and cold water, gas, heating, cooling systems, telecommunications and air conditioning and any cabling, infrastructure, equipment and supplies as well as any further

services required for such provision during the non-exclusive period and the Exclusive Period.

(d) Venue Manager will not charge any television broadcast hook-up fees for the Event or fees for existing platforms at the Venue. Venue Manager may charge any actual expenses it incurs relating to the television broadcast production directly to the party requesting services. LOC will not be liable for any expense relating to such arrangements.

(e) The Venue Manager and the LOC shall split the costs on a fifty/fifty basis of covering any signage that LOC requests to be covered. If the LOC covers any signage with commercial signs for the Event, LOC shall pay the costs of covering such signage.

5. Revenue Items.

(a) LOC shall be entitled to one hundred percent (100%) of all ticket revenues, including all club seat and suite revenue, from the Event. Ticket revenue shall be defined as all revenue collected in connection with ticket sales less applicable taxes. Other than the facility fee outlined in Exhibit B, there will be no added facility fee or other such fees added to tickets for the Event.

(b) Venue Manager shall retain all food and beverage revenue collected by Venue Manager for the Event. Venue Manager will be responsible for all food and beverage vending services at the Event.

(c) Venue Manager shall retain all parking revenue for the Event. Venue Manager will be responsible for all parking services at the Event. Venue Manager will set the price of parking for the Event at the City Council approved rates which are standard and customary for all 2016 MLS games held at the Venue.

(d) LOC shall consign merchandise and programs to Venue Manager and grant Venue Manager the right to sell these goods at the Event. After deducting the value of sales tax (if applicable), credit card fees and bootleg security (if requested by LOC), Venue Manager shall pay to LOC eighty-five percent (85%) of the outstanding retail consignment value. Venue Manager shall retain any remaining proceeds. Venue Manager shall be responsible for vending merchandise and programs during the Event, providing any equipment necessary for vending operations, paying the vending staff, remitting sales tax (if applicable) to the appropriate authorities, and covering any losses for shortages of receipts or merchandise. Only LOC licensed products will be permitted to be sold during the Event. LOC will have exclusive use of any "team store" from the first Match to the last Match at the Venue. LOC shall be permitted to use its mobile retail unit on-site. The Venue Manager shall work in good faith with the LOC to determine the number of vendors and the location of such vendors.

(e) LOC shall own all broadcast and photographic rights to the Event and be entitled to one hundred percent (100%) of all revenue collected in connection with broadcast of the Event by radio, television, internet, cablecast, or other video rights, as well as all revenue collected in connection with the display of any temporary signs, field boards, or other sponsorship opportunities.

(f) LOC shall have the exclusive right to conduct hospitality functions (sponsored or

otherwise) at the Venue on the days of the Event and sell space for such functions, retaining one hundred percent (100%) of any revenue generated (net of any Venue Manager expenses related to such functions and approved by LOC). The Venue Manager will retain one hundred percent (100%) revenues generated from all food and beverage vending services in conjunction with above mentioned functions.

(g) The parties understand that the United States Soccer Federation, Inc. (“U.S. Soccer”) is a non-profit 501(c)(3) corporation and the national governing body for soccer in the United States. U.S. Soccer is the single member of the LOC. The parties also understand that the LOC has applied for exemption from taxation. It is the parties’ understanding and intent that the Event be considered a public sector event, and be entitled to exemption from certain taxes otherwise due as a result of the Event. The parties will use best efforts to preserve any such tax exemption to which U.S. Soccer or the LOC may be entitled. Venue Manager shall assist U.S. Soccer and the LOC in filing all necessary forms and paperwork necessary for this tax exemption.

6. Usage Rights.

(a) LOC may organize two (2) official stadium inspection tours for the LOC inspection group, which shall focus on the procurement of any obligations set out in this Agreement as well as any other operational matters. The first stadium inspection tour may take place prior to the selection of the stadiums and, in any case, shall take place no later than three (3) months following the confirmation of the selection of the Venue.

(b) The Venue, including all parking and all structures on the Venue grounds, must be made available to the LOC rent-free during the Copa America Exclusive Period for site preparation, construction, hosting of Event(s) and for dismantling of construction and move-out of equipment. It is understood that the LOC may not be fully completed with site restoration until approximately three (3) days after the last match day. However, the LOC and the Venue Manager shall mutually agree to a schedule for load-in of other events while the LOC is completing its final load-out. The Venue Manager agrees to work with LOC to preserve an adequate amount of site space for storage in the LOC's contractor compound until ten (10) days after match day. To this end, the Venue Manager is obligated to inform the LOC of any events that may be held at the Venue in the thirty (30) days following the final match day at the Venue. In addition, the Venue will be made available on a non-exclusive basis prior to the Copa America Exclusive Period for preliminary work, such as temporary construction, pre-hanging, and other essential preparatory activities on a mutually agreeable schedule.

(c) The Venue will be closed to the public, media and all other non-Copa America related staff during the Exclusive Period, except as approved by the LOC in its sole discretion. During the Exclusive Period the LOC will have right of approval over any existing Venue tours operating as well as access to working areas and construction areas. Venue and approved Venue contractor employees will typically be permitted their customary access to the Venue until the beginning of the Lockdown Period. The Venue has a permanent tenant, Florida Citrus Sports, that will need access to its office building space for the duration of the Exclusive Period. The Venue Manager will work in good faith with the LOC to determine mutually agreed upon access for the tenant, to its contracted space inside the Venue.

(d) The LOC will have the exclusive right to schedule public or private events at any location in the Venue, on the general Venue grounds, or within the security perimeter (to be established surrounding the Venue – See "Venue Perimeter") during the Exclusive Period. No other event may begin loading into the Venue during the forty-eight (48) hour LOC load-out period without the express written consent of the LOC.

(e) Venue Manager guarantees LOC exclusive use of the Venue, including but not limited to all club, restaurant, meeting, hospitality facilities, concourse areas, Venue licensed property, PA system, video boards, scoreboards, LED boards, ribbon boards, in-house TV monitors, electronic messaging displays, etc., for any/all sponsorship, hospitality and operational needs, as necessary to stage and present the Event on its scheduled date(s). Venue Manager and LOC shall mutually agree upon the use of any significant revenue generating spaces listed above.

(f) The Venue Manager will work in good faith with the LOC to identify the ideal location within the Venue to accommodate the needs listed within Section 6.(e) at the first of two (2) stadium inspection tours. If the LOC determines temporary installations are necessary, the Venue Manager will work in good faith with the LOC to identify vendors to perform construction at mutually agreed upon locations within the Venue, at the cost of the LOC. Venue Manager guarantees that the Venue can or will be able to accommodate the following space requirements:

(i) Two (2) Team dressing rooms, each with a minimum of three (3) toilets and ten (10) showers, twenty-three (23) lockers/individual spaces for the players to hang their uniforms, and modern infrastructure for the Teams, including any other relevant technology as advised by LOC, whiteboard, flipchart, three (3) massage benches.;

(ii) One (1) room for the Team coach/manager (per Team);

(iii) One (1) room for the Team equipment/uniform managers (per Team);

(iv) One (1) dressing room with a minimum of two (2) toilets, three (3) showers, six (6) lockers/individual space and modern infrastructure for the Match Officials;

(v) Up to six months prior to the Matches, a minimum of space for six (6) work areas, each approximately two hundred fifty square feet (250 sq. ft.) with working space for twenty people and near the Team dressing rooms reserved exclusively for LOC, with unimpeded and direct access to the field of play, and situated close to the Team and Match Official dressing rooms and the field of play;

(vi) One (1) meeting room for thirty (30) people (the room being a minimum of four hundred fifty square feet (450 sq. ft.) in size);

(vii) Two (2) storage rooms in the immediate vicinity of the field of play (each being a minimum of one hundred square feet (100 sq. ft.) in size);

(viii) Two (2) rooms for the Host Broadcaster;

(ix) One (1) room for LOC's Competition result system partner or service provider (the room being a minimum of three hundred square feet (300 sq. ft.) in size);

(x) One (1) room for the youth program conducted by LOC together with the sponsors in relation to the Event (including for ball kids, flag bearers and player escorts) with toilet and changing facilities (separately for boys and girls), desks and chairs for seventy (70) persons and waste bins, in an open floor plan layout with a minimum of three thousand square feet (3000 sq. ft.) in size. The room shall be located near, and with easy access to, the technical area with secure and convenient access to the player tunnel with direct, covered access to the field of play and shall, to the extent possible, also provide access to an outdoor playing ground;

(xi) One (1) room for the doping control, which shall be located in the immediate vicinity of the Team dressing rooms and be guarded by a member of the local security force to ensure that no unauthorized people enter the room. The minimum size of the doping control room shall be three hundred fifty square feet (350 sq. ft.) and all areas within the room must be air-conditioned or well ventilated, brightly lit with easily cleanable, non-slippery floors;

(xii) One (1) room/location for accreditation near ticketing/media will call (public access area) for accreditation office/workspace; and

(xiii) The following talent rooms: (a) Pregame Show – Three (3) rooms, with space for individual performers plus attendants, private restrooms, plus one (1) additional room large enough to accommodate a band with eight (8) members; (b) Halftime Show – Two (2) rooms, with space and accommodations similar to the Pregame Show talent rooms; (c) Opening Handshake/Coin Toss Talent Holding Room – Room large enough for four (4) to eight (8) people with close access to restrooms; and (d) opening and closing ceremonies will require substantially more space.

(g) Venue Manager will provide each team the right to a 90-minute practice on the field for each of the two days prior to the Match. Each team will be given a two-hour "window" for scheduling their practice, to allow some scheduling flexibility and to allow transition time between teams' practices. LOC may elect to have its practice session open to the public.

(h) The LOC may receive product as partial payment-in-kind for a sponsor's participation in the Event. In this instance, the sponsor shall be permitted to provide product in the media refreshment area, locker rooms and other working areas in the Venue, and for LOC suites at the Venue through the Exclusive Period without any financial or other obligation (i.e., no corkage, service or delivery charge). The LOC must also have the right to place sponsor provided coolers or vending machines in field, sideline and operational areas.

(i) Subject to Venue Manager approval (not to be unreasonably withheld), LOC may, without payment of any kind to the Venue Manager, install, operate, maintain, supplement and/or remove any facilities, equipment and infrastructure as they may require for the purposes of hosting and staging Matches as well as for the exploitation of any marketing rights and/or media rights

(j) Venue Manager guarantees that no other events will be scheduled at the Venue on the dates of the Event without the express written approval of LOC. In addition, Venue Manager will not schedule any other events during the Exclusive Period unless LOC has given its prior written approval. LOC will work in good faith with Venue Manager if there are MLS or NWSL games scheduled during the Exclusive Period.

(k) Venue Manager shall not schedule or promote any other major international soccer match at the Venue or within seventy-five (75) miles of the Venue within thirty (30) days before or fourteen (14) days after the Match without the express written approval of LOC.

7. Settlement.

(a) Venue Manager and LOC shall conduct a preliminary financial settlement of the Event within seven (7) business days following the last move out day of Event, with any balance due (less contingency) remitted to the owed party by this time. A final settlement shall take place not later than twenty (20) business days after the Event (the "Settlement Date"). As part of this settlement, Venue Manager will provide to LOC a detailed invoice providing the details of revenues, attendance, and any relevant expenditure necessary for final settlement ("the Settlement Statement").

(b) Upon request by Venue Manager, any payments due to Venue Manager shall be made by wire transfer to an account identified by Venue Manager. Any payments due to LOC shall be made by wire transfer to an account identified by LOC.

(c) Venue Manager and LOC shall each keep and maintain complete and accurate books and records with respect to the Event at their respective principal places of business in accordance with good accounting practice of their respective transactions upon which the calculation of payments to be made hereunder are to be computed. During the thirty (30) days following receipt of the Settlement Statement, Venue Manager and LOC shall have, each at their own expense, the right to audit and verify the same and for that purpose shall have access to all pertinent records of the other party directly relating to the Event. Either party may exercise this right during normal business hours upon giving to the other party at least two (2) business days written notice of its intention to do so.

8. Event Operations.

(a) By no later than three (3) months after selection, the Venue Manager shall appoint a person in its team to act as the responsible manager for the coordination of all matters within the Venue in relation to the 2016 Copa America Centenario. The Venue Manager shall also work with the LOC to create a detailed, written project management plan for the fulfilment of the Venue Manager's obligations, based on the key milestones, dates and deliverables of the Venue Manager pursuant to this Agreement.

(b) Venue Manager will be responsible for contracting for of all necessary Venue personnel, including but not limited to ticket sellers and takers, ushers, security, police, fire, medical personnel (including at least one advance life support ambulance for the teams on the day of each Match, beginning before team warm ups), sound technicians, video control room staff, camera operators, electricians, plumbers, HVAC engineers and janitors. The parties shall meet at

least thirty (30) days in advance of the Event to review Venue Manager's operations plan for the Venue to ensure appropriate security and customer service for fans, players, media and others. The Venue Manager will organize a staff rally and training session for its full time staff, concessions, ticket takers, security, guest services, and any other staff members, to ensure that Venue staff have a complete understanding of the dynamics around the Matches and the attendees who will be traveling from around the globe for these Matches.

(c) The LOC will retain the right to determine and approve all aspects related to Venue operations occurring during the Exclusive Period. This may include, but is not limited to, determining the setting of a retractable roof (if applicable), approval over staffing and vendors, space allocation and utilization of meeting rooms, storage and tent space, novelty and food and beverage concessions, parking lots and any structures, temporary or permanent, on Venue property. The LOC reserves the right to supplement current staffing levels and/or provide uniforms or other identifiers to improve the 2016 Copa America Centenario fan experience. The Venue Manager will work in good faith with the LOC to mutually agree upon all aspects related to the operations of the Venue and use of all space, parking lots and structures on the Venue Grounds. As a City of Orlando owned and operated facility, the Venue Manager has existing contracts that must be honored. The full list of contracted partners and vendors are listed below:

- Contracted Partners
- Andy Frain: Guest Services and Security
- Lanier Parking Solutions: Parking
- Orlando Food Service Partners (Levy Restaurants): Concessionaire
- Owens Facility Services: Cleaning Services

In addition, the City of Orlando has a process in place with other existing term contractors to be used for any operational components at the Venue.

(d) LOC will produce the Event, including providing a PA script and timeline of events for use during the Event.

(e) Venue Manager will be responsible for reserving and contracting for use of the Venue, and for ensuring that the field provided is a first-class, natural grass, international standard soccer field that is at minimum 70 yards wide by 110 yards long (but ideally 115 yards long by 75 yards wide), with sufficient space beyond the boundaries for player safety, advertising field boards, team benches, TV cameras, photographer work area and player warm-up space, free of any markings except those required by FIFA Laws of the Game, and cut to the specifications, including but not limited to length and cut pattern, provided by the LOC. LOC will assist Venue Manager, if necessary, with these markings. Venue Manager will be solely responsible for any costs associated with the maintenance of the field. LOC will have the right to inspect the field seven (7) days prior to the Event and again 48 hours before the Event. Venue Manager shall also be responsible for providing for the Event the following: at least three (3) match-quality goals with nets, team benches, referee benches, bench shields capable of protecting at least 20 members of each Team and the referees at field-level, and five (5) corner flags.

- (i) The field (if temporary) shall be planned, selected, installed, and managed by the Venue Manager in conjunction with the LOC and should be installed to completion no later than seven days prior to the first match in the Venue. The installation, maintenance and postgame removal of a temporary field up to the first \$175,000 shall be at the cost of the Venue Manager. If the Venue Manager and LOC agree additional expenses are required for the installation, maintenance and postgame removal of a temporary field an additional 10% above the first \$175,000 shall be at the cost of the Venue Manager. Additional costs above \$175,000 plus 10% covered by the Venue Manager will be at the cost of the LOC. If the field will not be retained for future use, the LOC, Venue Manager, and Host Committee shall work together to use the field for marketing and promotional purposes. In addition, the LOC, at its cost, shall have the right to remove portions of the field for any purpose, including for the sale of licensed products and to retain the revenues derived from such sales.
- (f) The Venue must be equipped with one (1) main set of floodlights (which will be in line with highest international standard broadcasting needs), ensuring adequate lighting on the field for television purposes. The Venue Manager shall ensure that the entire surface of the field of play may be lit to a standard which guarantees full clarity of vision for teams, Match referees and spectators and which enables the Match to be broadcast to the highest prevailing international, which, at a minimum, will be two thousand (2000) lux for the main lighting system.
- (g) The Venue Manager will ensure that the Venue has the ability to extend the in-Venue broadcast signal via cable to support the television monitor system throughout the Venue and all LOC operational areas and auxiliary press work areas. The LOC reserves the right to replace existing monitors with LOC-branded or sponsor-branded monitors or cover any branding.
- (h) If the LOC, in consultation with its Host Broadcaster and lighting consultant determine that supplemental lighting is necessary, the Venue Manager will work in good faith with the LOC to identify a vendor to supplement lighting, at the cost of the LOC.
- (i) The LOC respects the exclusivity rights of the Venue and suite concessionaire(s) (“Concessionaire”) within the grounds of the Venue. The LOC shall also have the right to select and contract with one or more third-party vendors to provide catering and concessions services for broadcasting and operational compounds and special events on the Venue grounds (e.g., parking lots and pedestrian plazas) to assist the day of game operations and enhance the fan experience. The incumbent Concessionaire(s) will be given the opportunity to provide a proposal for these additional areas. The Venue is a city owned and operated facility and does have a contract with Orlando Foodservice Partners (d/b/a Levy Restaurants). To extent allowed by law, the Concessionaire will work with a third party serving alcohol at the Venue as mutually agreed. The contract with the Concessionaire pertains to all areas inside the stadium that are not categorized as “back of house”. The LOC will have the right to select and contract with one or more third-party vendor(s) for any areas that are on the Venue grounds and outside of the Stadium. According to Florida law, the Concessionaire must maintain control of its liquor license and cannot assign its license to another entity.
- (i) During the Exclusive Period, subject to any applicable laws, the

Concessionaire will sell (a) products of LOC sponsors, (b) non-branded products, and (c) branded products in product categories not conflicting with LOC sponsors at the time of the Match. In cases where the Venue's beverage pouring rights conflict with the LOC's sponsor in those categories, fountain taps will be covered or replaced with generic taps, and product will be dispensed into cups that do not display the beverage brands or corporate name(s).

(ii) If reasonably requested, the LOC shall have the right to replace menu items with items sold by LOC sponsors. The LOC shall also have the right to provide (at no cost to the LOC) and serve beverages of sponsor brands in non-public areas (i.e. press box, event level offices and lockers and LOC-designated suites and hospitality spaces). The LOC shall also have the right to remove or cover all vending machines that conflict with LOC sponsors in both public and operational areas. The Venue Manager will work in good faith with the LOC to determine the locations in which LOC sponsor products may be distributed. Per the Venue Managers contract with the Concessionaire, all "back of house" areas are approved. The Venue Manager will work in good faith with the LOC to identify areas categorized as "back of house" which is standard and customary for all events at the Venue.

(iii) The LOC has the right to approve or provide the concession signage, displays and product packaging, and the design and sale of bottled beverages, souvenir cups, uniforms, and other commemorative items. The LOC retains all sponsorship and advertising rights on concessions trays, cups, and other concessions-carrying vehicles and may provide its own elements for the concession stands such as cups, plates, etc.

(iv) Subject to applicable local liquor laws, the Concessionaire shall agree at a minimum to have the following rules in place as it relates to the service of alcohol: (a) the LOC shall have the right to approve all concession signage, displays and product packaging, and the design and sale of souvenir cups, and other commemorative items; (b) it will not serve alcoholic beverages after the conclusion of the seventieth minute of any match; (c) it will only sell a maximum of two (2) alcoholic beverages to an individual customer at one concession sale; (d) it will dispense all beer and alcoholic beverages into pouring cups; (e) it will not serve alcoholic beverages to someone who appears, to a reasonable person, to be intoxicated (for example, having difficulty in normal activities, including, but not limited to, balance, movement, speech or responsiveness to outside stimulation); (f) it will ensure that all patrons appearing under the age of 30 purchasing alcoholic beverages display a valid form of identification confirming their age and it will not sell or otherwise distribute alcoholic beverages to anyone under the age of twenty-one; (g) all employees and volunteers hired or otherwise authorized by the Venue food and beverage concessionaire to sell, offer for sale or otherwise distribute alcoholic beverages in connection with the Copa America shall be certified Concessionaire's alcohol training program; and (h) it will agree to the extent allowable by law to serve sponsor beverages and products in LOC assigned suites.

(v) The Concessionaire shall permit the LOC to provide, at no charge or corkage fee, food and beverage products of its own choice or to contract with other third party caterers and suppliers to provide for (a) the LOC tailgate; (b) the LOC hospitality venues located outside the existing walls of the Venue; (c) the locker rooms and other

LOC and team working areas; (d) the media refreshments area; (e) other media working areas. The Venue Manager and the Concessionaire will work in good faith with the LOC to mutually agree upon the locations within the stadium where the LOC will be able to contract with other third party caterers and suppliers to provide for (d) the media refreshment area; (e) other media working areas.

(vi) The Concessionaire, if in place at the time of the execution of this Agreement, must acknowledge the terms of this Agreement as it relates responses connected to concessions in the Venue. If Concessionaire is not known, the Venue acknowledges that terms outlined in this guideline shall apply to future Concessionaires.

(vii) The LOC shall have the right to reasonably approve the final menu and price list for food and beverages on match day (provided, however, that prices shall not be less than Concessionaire' current prices at the Venue). The Venue Manager, in conjunction with the Concessionaire, will work in good faith with the LOC to mutually agree upon and approve the final menu and price list for food and beverage offerings on match days.

(viii) The Concessionaire: (a) will not charge the LOC any prices higher than those charged for regular season games to the city's host team and there will be no additional service fees or other fees charged to the LOC; provided it is acknowledged and agreed that concession sales to the general public may be at higher prices subject to the LOC's approval; (b) will work in good faith with the LOC to mutually agree upon and approve the final menu and price list for food and beverage offerings on Match days and will work in good faith with the LOC to mutually agree upon menu items that can be switched out for products sold by LOC sponsors.; (c) if menu items conflict with LOC sponsors products, it will serve such items in generic containers; (d) it will accept cash, credit cards, and other payment systems, provided that it will promote the use of the LOC's preferred credit card, if any; (e) will provide a special menu and price list for catering the suites allotted to the LOC as identified by the LOC to Concessionaire for the LOC's approval at prices at least 30% less than prices for the proposed Copa America for the use of the LOC, its VIP Guests (Tribune Areas) and Sponsors.

(ix) The Concessionaire must agree to work with the LOC to provide a special menu and preferred pricing (a minimum of a 30% non-commissionable discount) for catering the suites allotted to the LOC, as well as LOC working booths, offices, and operational areas. The Concessionaire must also agree to the extent allowed by law, to serve LOC-sponsor beverages and products in LOC assigned suites.

(j) For Event, Venue Manager will require all stadium staff to wear uniforms that are "clean" of all sponsor logos unless expressly approved by LOC. The LOC may provide its own uniform especially for field personnel or personnel within TV view.

(k) Venue Manager will make all necessary arrangements for media operations, an accreditation center and broadcasting compounds for the Event. The Venue Manager will work in good faith with the LOC to make arrangements for media operations, an accreditation center and broadcasting compounds for the Event within the Venue infrastructure in its current state. If the LOC determines ancillary space is necessary to meet the operational needs for the Event, the

Venue Manager will work in good faith with the LOC to mutually agree upon locations within the Venue and identify contractors to perform the installations, at the cost of the LOC.

(l) Venue Manager will provide LOC the use of any existing equipment (e.g. tables, chairs, pipe and drape, dollies, carts, platforms, A/V equipment, photocopiers, steel barricades, stanchions) already at the Venue at no charge. Additional rentals, which are not already owned by the Venue at the time of the Event and, necessary to the Event will be at the expense of the LOC.

(m) Security.

(i) The Venue Manager agrees and acknowledges the Venue shall be operated according to the standards of security and safety that are standard and customary at the Venue and in-line with MLS and college bowl game day standards.

(ii) Security Perimeter: The LOC, in cooperation with Venue Manager, state, local and federal authorities, may require the installation of a security perimeter around the exterior Venue walls up to 96 hours prior to the first match kickoff. This may affect access to the Venue, parking field capacities, the operation of neighboring businesses and offices, and/or may cause the closing of proximate city streets. The lead law enforcement agency for the Venue will designate a law enforcement executive who will have "command and control" of all law enforcement personnel assigned inside the secure perimeter. The Venue Manager will work in good faith with the LOC to mutually agree upon the security perimeter around the exterior Venue walls. If a concrete barrier is deemed necessary for the event, the Venue Manager will work in good faith with the LOC to secure and transport Jersey Barricades, at the cost of the LOC.

(iii) Vehicle and Cargo Inspections: Event security procedures will likely require that all vehicles entering the secured perimeter be subject to screening procedures (per typical Venue operation and protocol).

(iv) Security Contractors: The LOC shall have the right to review the Venue's current contractors and provide additional security and guest services labor for the Venue and Venue grounds during the Exclusive Period. Any additional security and guest service labor must be secured through the contracted partner as outlined earlier in the agreement in Section 8.(c) unless such partner is unable or unwilling to provide such security at a reasonable market price. Should a third party security partner be contracted for the Event, they shall adhere to the security plan which has been agreed to by the Venue Manager and the LOC.

(v) Venue Access: All match access will be by ticket or LOC-issued credential only. The LOC shall establish and manage the access plan for the Venue and Venue grounds during the Exclusive Period, and will create a formal accreditation system to manage and issue credentials. Venue employees may be required to submit to background checks to receive Event credentials. Event credentials will be issued for working purposes only. The LOC is under no obligation to issue credentials to any/all Venue, team, Venue Manager, vendor, or local government personnel, with the exception of law enforcement, and will evaluate each request in consultation with the Venue Manager. The Venue has a permanent tenant, Florida Citrus Sports, that will need access to its space for

the duration of the Event. The Venue Manager will work in good faith with the LOC to determine mutually agreed upon access for the tenant.

(n) The LOC has the option to install and place at its discretion interactive fan and information systems throughout the Venue at the cost of the LOC.

(o) The LOC must be provided with unrestricted and cost-free use during the Exclusive Period of any Venue text message systems that are in place for typical NFL or Bowl games and other major events.

(p) The Venue Manager will provide (at no cost) the LOC with detailed reproductions (in electronic (CAD) and printed hard-copy form) of all architectural plans and maps for the stadium selected for the Event, including maps of the areas surrounding such stadiums. Any plans created specifically for the Event shall not be released to any third parties which are not directly involved with event operations. The LOC will return the detailed reproductions of the Venue to the Venue Manager at the completion of the Event.

(q) The Venue Manager agrees and acknowledges that LOC will develop an overall design and branding concept for the Venue decoration as well as a Venue signage concept for the 2016 Copa America Centenario on the basis of the official design developed by LOC and that LOC shall be entitled to install and apply any decoration or signage anywhere at the Venue during the entire Exclusive Period. Such installation and application may include any posters, banners, stickers and tarpaulins or any other materials which are suitable for covering and/or decorating surfaces of all kinds.

9. Ticketing, Suites, Parking.

(a) LOC will determine all ticket prices, sales timelines and ticketing policies for the Event, and shall have exclusive control over ticketing policies and ticket-face text; provided, however, that ticketing for the Event shall be arranged by LOC through its master agreement with Ticketmaster. LOC shall be entitled to retain all ticketing royalties obtained through its agreement with Ticketmaster. The Venue Manager will agree to the above clause if all other Venues being utilized for the Event agree to the terms as laid out above in Section 9.(a). The Venue Manager agrees the LOC will retain 100% of net ticket revenues according to the terms identified in Exhibit B Clause I.(a). As a City of Orlando owned and operated facility, each ticket sold to an event at the Venue requires a Facility Fee, set by Orlando City Council which must be remitted to the City, as outlined in Exhibit B Clause I.(a)(iii).

(b) If LOC desires, on-field seats shall be permitted and all revenue from the sale of on-field seats shall be part of ticket revenues.

(c) At the LOC's sole discretion, LOC may permit the Venue Manager to conduct up to a seven (7) day pre-public sale of tickets to its constituents at its cost. No commission will be paid by LOC for these sales. The LOC will permit the Venue Manager to conduct a pre-public sale of tickets to its constituents at its cost at a time to be determined by LOC. No commission will be paid by the LOC for these sales. The Venue Manager will be able to provide the right of first refusal for up to 3,000 annually licensed club seat holders, although it may not be the exact same seat to which they might otherwise be provided. Up to 1,250 of these seats must include

access to a private club area (indoor or outdoor at mutually agreed upon locations once the LOC's obligations to the VIP Tribune have been met). Additionally, the LOC will permit the Venue Manager to provide right of first refusal for up to 20 annually licensed loge box seat holders at locations set by the LOC subject to Venue Manager approval not to be unreasonably withheld. The Venue Manager will work in good faith with the LOC to allocate the private club seat space according to a mutually agreed upon plan. All pricing provided in all pre-sale and right of first refusal offers shall be consistent with pricing offered and provided to all other ticket purchasers for a particular seating area in the venue included but not limited to suites, club seats and loge box areas.

(d) The Venue Manager will have the option of purchasing up to 1,500 Copa America Centenario tickets per match in its Venue at face value as outlined in the Host Community Guidelines. These tickets shall be at mutually agreed upon locations within the Venue, of which 500 of the above mentioned tickets must be located in a prime location (defined as goal box to goal box on either side line) in the lower bowl of the Stadium.

(e) Venue Manager shall receive two (2) complimentary suites for use by Venue Manager during the Event. Venue Manager shall be responsible for any catering or hospitality expenses associated with this suite.

(f) LOC shall be provided with all other suites for use by LOC during the Event at no extra charge. LOC or the guest of the LOC using the suite shall be responsible for any catering or hospitality expenses associated with these suites. Furthermore, the LOC shall have exclusive use for the four best suite locations in the Stadium on Match days.

(g) The Venue Manager will be granted the right to purchase a mutually agreed upon amount of suites per Match at locations determined by LOC for the purpose of satisfying existing suite license holder agreements. Any remaining suites not utilized by LOC shall be made available for sale, first to existing suite leaseholders and then to the public. Notwithstanding the foregoing, the Venue Manager will be granted the right to offer for purchase 330 seats in the stadium's Field or Plaza midfield viewing area for annual suite leaseholders subject to availability. If the space identified is needed for other LOC needs, these seats will be located in a prime location (defined as goal box to goal box on either side line) in the lower bowl of the Stadium. Any tickets purchased in section (g) will reduce the allotment in section (d) above.

(h) Parking: The LOC requires exclusive use of all available parking spaces at the Venue and any other secured parking used for typical high level events at the Venue (e.g., shuttle parking, adjacent rental parking, etc.). The LOC will determine what times parking lots are open. The Venue Manager will work in good faith with the LOC and mutually agree upon all terms of use in regards to all parking lots and structures used for typical high level events at the Venue. In addition, the current tenant at the Venue, Florida Citrus Sports, will need access to its standard parking areas, as defined in its contract with the Venue, for the duration of the Exclusive Period.

(i) Staff Parking: The LOC must have exclusive, cost-free use of up to five hundred (500) parking spaces at the Venue, outside the security perimeter but within one mile of the Venue, for all related LOC staff, contractors and participants during the entirety of the Copa America Exclusive Period.

(j) Media and Broadcaster Parking: Credentialed Media and Broadcasters shall receive two hundred (200) parking passes for use at the Venue during the entirety of the Copa America Exclusive Period.

(k) Event Parking: The LOC must have exclusive, cost-free use of parking areas for all related events, (e.g., Media Day, Fan Tailgate or similar event, etc.) beginning no later than seven (7) days prior to the first match in the Venue. LOC shall be provided with 500 parking passes for hospitality. The LOC will not be charged rent for the parking areas that are used for their intended purpose. The Venue Manager will work in good faith with the LOC to mutually agree upon other uses for parking lots and structures, if not to be used for their normally intended purpose.

(l) No Handbills, Flyers or Other Distributed Items: No handbills, flyers, retail redemption coupons, product samples, complimentary merchandise, premiums, or any other materials may be distributed at the Venue and its parking and surrounding areas during the Exclusive Period without the prior written approval of the LOC.

(m) LOC will operate a VIP Tribune seating area meeting the following requirements:

(i) the VIP Tribune shall be located on the half-way line in the center of the main stand ideally where the team locker rooms are located;

(ii) the VIP Tribune seats shall be of superior quality compared to general public seating, and be suitable for meeting the applicable protocol guidelines; and

(iii) the VIP Tribune and adjacent VIP lounges/areas shall have a private entrance, segregated from the public entrance points and there must be a direct and secure access from the VIP Tribune to the Team dressing room area.

(iv) the Venue Manager will consult with the LOC on location and amenities. Both parties shall mutually agree upon the use for all significant revenue generating locations.

10. Marketing, Sponsorship, and Advertising.

(a) It is the responsibility of the Venue Manager to ensure that all Venue sponsorship and advertising agreements executed after the submission of the Bid provide windows of exclusion for the Exclusive Period, and that existing agreements expected to be in force during the Exclusive Period are permitted to allow the following:

(i) In-Venue Advertising Signage: Except for architectural signage relating to the naming rights sponsor of the Venue (e.g., "XYZ Stadium"), the LOC will be provided with a clean Venue, free of advertising of any kind, including rotating and electronic signage, audio and visual advertisements and displays. To the extent that Venue sponsor signage exists in the Venue, the LOC will have the right to cover or temporarily replace this signage. Any/all new signage created after the signing of this proposal shall be included in the above and shall be covered by the LOC. The LOC will also provide a unified look and environmental design for the event. The Venue Manager and the LOC shall split the costs on a fifty/fifty basis of covering any signage that LOC requests to be

covered. If the LOC covers any signage with commercial signs for the Event, LOC shall pay the costs of covering such signage.

(ii) Venue Grounds Advertising Signage: The LOC will have the option to replace all street pole banners and outdoor advertising locations on the Venue grounds, (excluding the architectural naming rights signage referenced below), replace or cover any and all signage at Venue gate entrances, turnstiles, indoor/outdoor parking facilities, Fan Plaza, Tailgate, activity or hospitality areas or any other visible location on the outside of the Venue or on its grounds.

(iii) Electronic Advertising Signage: The Venue will be provided free of any Venue sponsor obligations relating to electronic advertising on scoreboards, matrix message boards, LED signage, video screens, and marquees. This provision will also apply to any advertising, presentation or display technology not currently in existence, or not yet installed in the Venue as of the date of the submission of the proposal.

(iv) Concessions & Merchandising Signage: The LOC will have the option of covering or replacing signage at concessions, merchandising, and other points of sale anywhere on the Venue grounds.

(v) Product & Sponsor Displays: The LOC will have the option of covering, moving, or replacing static or moving displays or product demonstration areas of Venue sponsors. The LOC will further have the right to install sponsor displays of its own choosing in the Venue during its exclusive period.

(vi) Venue Naming Rights: The Venue's naming rights sponsor (e.g., XYZ Stadium) will be recognized in the Venue as expressly set forth above provided that (1) the term of the sponsor's exclusivity is active as of the signing of the Venue Agreement, (2) the term of the sponsor's exclusivity extends at least two (2) years after the Matches or (3) the term for any new naming rights partner, if procured after the signing of this Venue Agreement and extends at least five (5) years after the Copa America. The Venue Manager acknowledges that the LOC will not have to change any materials that have been created or finalized if a stadium naming rights partner is signed after this agreement is signed. If a stadium naming rights sponsor is signed, any new references by the LOC to the Venue should include the reference to the naming rights sponsor. This is designed to protect current and future naming rights partners at the Venue. The recognition of the Venue naming rights sponsor described above applies only to in-Venue advertising, event advertising, promotional uses, and media usage. At the LOC's option, however, such recognition may extend to any images of the Venue used in any additional promotional concepts, trademarks, logos or merchandise created for the Copa America. The LOC has the right to use the Venue Name and Logo at no cost to the LOC. LOC provides that no changes or alterations to the venue photos will imply any endorsement from the Orlando Citrus Bowl, Orlando City SC, FCS or other similar body, if such endorsement does not exist.

(b) The Venue Manager will not allow any third party marketing or sponsorship opportunities during the COPA America Exclusive Period at the Orlando Citrus Bowl without specific written permission from the LOC.

(c) LOC will have exclusive control over all premium items distributed during the Event, as well as any “samples” provided during the Event. Venue Manager may review premium items and samples to ensure they meet standard safety requirements. All proposed Food and Beverage samples shall be reviewed by the Venue Manager to ensure they meet standard requirements (2 oz. or less).

(d) Upon LOC’s request, Venue Manager shall cooperate with LOC and shall use commercially reasonable efforts to accommodate LOC’s sponsor obligations. LOC shall reimburse Venue Manager for any costs or expenses incurred by Venue Manager in connection with Venue Manager’s efforts, if they are approved by LOC, to meet LOC’s sponsor obligations.

(e) Venue Manager and LOC will work together on advertising and promotion of the Event. However, LOC is solely responsible for the costs of advertising and promoting the Event, and LOC will produce and must approve in advance the text, placement, appearance, and graphics for all Event advertising and promotions. Under no circumstances shall Venue Manager run any advertising or issue any promotional messaging for the Event that has not been approved by LOC. Venue Manager will provide promotional support at no additional cost where appropriate (e.g.: space for on-site news conference in advance of Event; email blasts to Venue Manager customer lists announcing game and promoting ticket sales leading up to Event).

(f) Venue Manager hereby grants LOC the right and permission, in perpetuity, to use and publish worldwide any visual images of the Venue taken during the Event, including but not limited to video recordings and photographs, in whole or in part, without restrictions as to changes or alterations made through any media for any purpose whatsoever, including but not limited to publicity, promotional, editorial, advertising, and commercial purposes, in any and all mediums, in LOC’s sole discretion and with no further compensation to Venue Manager. Nothing herein shall grant to LOC any interest or right in the stadium name, logo or trademarks. However, upon the LOC’s request the Venue Manager will work with the LOC to create a combine logo that will include the stadium logo and the 2016 Copa America Centenario logo that may be used by the LOC for promotion of the 2016 Copa America Centenario.

11. Venue Manager Personnel and Venue Manager Services. All personnel obtained by Venue Manager as part of Venue Manager’s responsibilities under this Agreement shall be deemed employees or contractors (as applicable) of Venue Manager and not LOC, and Venue Manager shall be responsible for the coverage of any employer liability, as applicable, including workers’ compensation, for all Venue Manager employees.

12. LOC Personnel and LOC Services. All personnel obtained by LOC as part of LOC’s responsibilities under this Agreement shall be deemed employees or contractors (as applicable) of LOC and not Venue Manager, and LOC shall be responsible for the coverage of any employer liability, as applicable, including workers’ compensation, for all LOC employees.

13. Insurance and Indemnification.

(a) The Venue Manager, at its own expense and not subject to reimbursement, shall carry and maintain during the entire term of this Agreement insurance programs contained in

Section C, provided by insurers rated A.M. Best, A-VII or better. A Certificate of Insurance evidencing such program must be delivered to LOC within thirty (30) days of the date of execution of this Agreement. Such policies must contain express conditions that: 1) LOC be given written notice within thirty (30) days of any modification or termination of any program of insurance, and 2) the Venue's insurance providers agree to waive any rights of subrogation they may have against LOC. Failure on the part of the Venue to procure or maintain required insurance shall constitute a material breach of contract upon which LOC may immediately terminate this Agreement.

(b) The Venue's insurance will be primary and LOC's insurance will be non-contributory and excess. When providing the required limit of insurance using a combination of primary and umbrella and/or excess policies, the Venue will confirm on the certificate of insurance that the umbrella and/or excess policies follow form to the primary insurance and will drop down in the event of exhaustion of the primary insurance. Such liability insurance will name the LOC, U.S. Soccer Federation, CONCACAF and CONMEBOL (or any associated entities related specifically to the staging of the Copa America), and each of their affiliates and their respective officers, directors, agents, shareholders, employees, sponsors and licensees as additional insureds. Such insurance must include:

(i) Comprehensive Commercial General Liability insurance, on an occurrence form, with a combined single limit for Bodily Injury and Property Damage, including Products Liability (including completed-operations coverage), coverage for contractual liability, independent contractors, broad form property damage, personal and advertising injury, and no exclusion for beverage alcohol liability, and no exclusion for liability arising from food-borne illness, in an amount of at least Thirteen Million (\$13,000,000) per occurrence and Thirteen Million (\$13,000,000) in the aggregate;

and

(ii) To the extent that the Venue owners, managers or Venue Manager are self-insured for any portion of the required amounts above, the Venue Manager shall either post a Performance Bond in the amount of self-insurance, or procure a "fronted" liability policy, provided by an insurer rated A.M. Best, A-VII or better.

(c) The LOC at its own expense and not subject to reimbursement, shall carry and maintain during the entire term of this Agreement insurance programs contained in Section C, provided by insurers rated A.M. Best, A-VII or better. A Certificate of Insurance evidencing such program must be delivered to LOC within thirty (30) days of the date of execution of this Agreement. Such policies must contain express conditions that: 1) Venue be given written notice within thirty (30) days of any modification or termination of any program of insurance, and 2) the LOC's insurance providers agree to waive any rights of subrogation they may have against Venue. Failure on the part of the LOC to procure or maintain required insurance shall constitute a material breach of contract upon which Venue may immediately terminate this Agreement.

(d) The LOC's insurance will be non-contributory and excess. When providing the required limit of insurance using a combination of primary and umbrella and/or excess policies, the LOC will confirm on the certificate of insurance that the umbrella and/or excess policies follow form to the primary insurance and will drop down in the event of exhaustion of the primary insurance. Such liability insurance will name the Venue, and its affiliates and respective

officers, directors, agents, shareholders, employees, sponsors and licensees as additional insureds. Such insurance must include:

(i) Comprehensive Commercial General Liability insurance, on an occurrence form, with a combined single limit for Bodily Injury and Property Damage, including Products Liability (including completed-operations coverage), coverage for contractual liability, independent contractors, broad form property damage, personal and advertising injury, and no exclusion for beverage alcohol liability, and no exclusion for liability arising from food-borne illness, in an amount of at least Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate.(e) Venue Manager agrees to defend, exonerate, indemnify and hold harmless each LOC Indemnitee from any and all obligations or liabilities, including, without limitation, any and all claims, losses, damages, injuries, objections, demands, recoveries, deficiencies, costs and expenses, including reasonable attorneys' fees, which may arise or grow out of (i) any breach or alleged breach by Venue Manager of any of Venue Manager' covenants, representations or warranties herein or (ii) any gross negligence as willful misconduct of Venue Manager, its agents, performers, contractors and sub-contractors.

(f) The obligations of the Venue Manager set forth in this Section shall survive the expiration or earlier termination of this Agreement.

(g) If any claim, demand, action or proceeding is made or commenced by any third party (a "Third Party Claim") against any party that is entitled to be indemnified with respect thereto under this Section (the "Indemnified Party"), the Indemnified Party shall give the party obligated to provide the indemnity (the "Indemnifying Party") prompt written notice thereof; the failure to give such written 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 Third Party Claim. The Indemnifying Party shall have the right to assume the defense and resolution of the Third Party Claim, provided that (i) the Indemnified Party shall have the right to participate in the defense of the Third Party Claim at its own expense through counsel of its choice (control of the defense will remain with the Indemnifying Party), (ii) the Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement that would require any act or forbearance on the part of the Indemnified Party or which does not unconditionally release the Indemnified Party from all liability in respect of the Third Party Claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed, and (iii) the Indemnified Party may undertake the defense of the Third Party Claim, at the Indemnifying Party's expense, if the Indemnifying Party fails promptly to assume and diligently to prosecute the defense.

14. Force Majeure. Neither party shall be liable to the other for failure to perform under this agreement if the failure is due to an act of God, accident, fire, strike, labor dispute, riot, war, order or act of governmental authority, or other cause beyond the reasonable control of the parties.

15. Defaults. In the event either party is in default (the “Defaulting Party”) in any material respect of any of its obligations, agreements, or representations and warranties set forth in this Agreement (a “Default”), then the other party hereto (the “Non-Defaulting Party”) shall have the right to give notice to the Defaulting Party (a “Default Notice”) specifying the nature of such alleged Default. If such Default is not cured within five (5) business days after delivery of such Default Notice (or, if notice is given less than five (5) business days prior to the Event, no later than twelve (12) hours prior to the scheduled start of the Event), or if such Default is not capable of being cured, the Non-Defaulting Party shall have the right to terminate this Agreement and to pursue any and all other legal and equitable remedies available to it, specifically including the right of set-off provided above in this Agreement.

16. Miscellaneous.

(a) Compliance with Law. LOC and Venue Manager shall comply with all laws, and Venue Manager regulations and policies applicable to their specific use or occupancy of the Venue provided for herein, including, but not limited to, all employment and insurance related laws. Venue Manager shall specifically be obligated to cause the Venue to comply with all applicable disabled access and fire/life safety laws and codes.

(b) Transfer of Rights. To the extent that any local, regional, national or other laws, regulations, directives or judicial acts applicable in the host community (or parts thereof) may result in any of the media rights, marketing rights, intellectual property rights or any other commercial or other rights and opportunities (including any title and interest in, and to, the 2016 Copa America Centenario) falling under the ownership and/or control of the Venue Manager, the Venue Manager hereby unconditionally waives, pledges and assigns and/or transfers to CONMEBOL, CONCACAF and LOC with immediate effect with full title guarantee in perpetuity and without any restriction any media rights, marketing rights, intellectual property rights or any other present or future commercial or other rights and opportunities (including any title and interest in, and to, the 2016 Copa America Centenario) for CONMEBOL, CONCACAF and LOC’s unfettered exploitation, and waives any and all claims to directly or indirectly exercise and/or exploit any of such rights and opportunities itself, or to grant to any third party the right to directly or indirectly exercise any of such rights or opportunities. For the avoidance of doubt, the Venue Manager shall not be entitled to withhold, refuse or restrict any waiver, assignment and/or transfer of such rights on the basis of any news access laws or any other local, regional or national laws, regulations, directives or judicial acts applicable in the host community.

(c) Independent Contractors. Venue Manager and LOC shall each be and remain an independent contractor with respect to all rights obtained and services performed under this Agreement. Nothing herein contained shall make or be construed to make Venue Manager and LOC partners of one another, nor shall this Agreement be construed to create a partnership or joint venture between any of the parties hereto or entities referred to herein.

(d) Waiver of Covenants. No waiver by LOC or Venue Manager of any provisions of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of Venue Manager or LOC.

(e) Mutual Cooperation. It is the intent of this Agreement that the parties will reasonably cooperate with each other in all material respects in order to achieve the mutual

objective of providing the public, in person or through the media, with a well-managed and well-presented Event. Both parties shall use commercially reasonable efforts to obtain any necessary approvals, permits or licenses for any governmental authority necessary to stage the Event or to carry out the purposes of this Agreement. All expenses related to such approvals, permits, and licenses will be calculated as an Event cost and deducted from final settlement.

(f) Assignment. Unless otherwise expressly outlined in this Agreement, the Venue Manager may not transfer and/or assign any of its rights or obligations under this Agreement without the prior written consent of LOC. LOC shall be entitled to transfer and/or assign any of its rights or obligations under this Agreement, and to delegate the performance of its obligations hereunder, to any third party.

(g) Notices. All notices, demands and communications under this Agreement shall be served or given only by nationally recognized overnight courier, certified mail, return receipt requested, or by facsimile, with confirmation of transmission, and, if intended for Venue Manager, shall be addressed to Venue Manager at:

400 West Church Street
Suite 200
Orlando, FL 32801
(Fax Number 407-440-7001)
Attn: Executive Director

and if intended for LOC, shall be addressed to CA2016 Local Organizing Committee, LLC at:

1801 S. Prairie Avenue
Chicago, IL 60616
(Fax Number 312-808-1301)
Attn: General Counsel

Notices, demands or communications sent by mail shall be deemed given one (1) business day after delivery by overnight courier, three (3) business days, after delivery by certified mail, and, if sent via facsimile, upon receipt of confirmation of transmission.

(h) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

(i) Multiple Originals. This Agreement may be executed in multiple copies, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

(j) Headings. The headings herein are for reference only and shall not affect the construction of this Agreement.

(k) Entire Agreement. This Agreement (including all exhibits annexed hereto) contains all of the covenants, agreements, terms, provisions and conditions relating to the rights

and obligations of LOC and Venue Manager with respect to the Event. 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.

(l) Governing Law; Dispute Resolution.

(i) This Agreement shall be deemed a contract made under and governed by the internal laws of the State of Illinois. Any provision of this Agreement which is prohibited or unenforceable under the laws of the State of Illinois or the United States shall, as to such provision, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

(ii) Any dispute relating to this Agreement or the Event (including, without limitation, any dispute relating to the Settlement Statement or any supplement thereto) that cannot be resolved by the parties' good faith negotiation shall be submitted to and resolved exclusively and finally by a single arbitrator through an arbitration administered by the American Arbitration Association ("AAA") under its Commercial 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. Neither the AAA's Expedited Procedures, nor the AAA's Optional Procedures for Large, Complex, Commercial 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 dispute agrees in writing to utilize such rules for the particular arbitration. All arbitration proceedings shall take place in Chicago, Illinois. The AAA shall not have the authority to alter, change, amend, modify, waive, add to or delete from any provision of this Agreement. Barring extraordinary circumstances, the final AAA decision shall be scheduled to be delivered within seventy-five (75) days following the date such dispute was submitted to the AAA. Any award rendered in any arbitration pursuant to this Section 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.

(iii) Except with respect to indemnification obligations for third party claims, in no event shall either party have liability to the other party for any lost opportunity or profits, incidental, consequential, or punitive damages arising out of this agreement, under any cause of action or theory of liability (including negligence), whether or not such party to this agreement has been advised of the possibility of such damage. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

(l) No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to give any other person or entity any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

(m) Confidentiality. Each party agrees that, except as: (a) otherwise set forth in this Agreement; (b) provided by law, (c) compelled by an order of a court or as required by applicable public records laws; or (d) already existing in the public realm on the date of this Agreement, it shall

keep the contents of this Agreement and any information related to the transaction contemplated hereby confidential and further agrees to refrain from generating or participating in any publicity statement, press release, or other public notice regarding this transaction without the prior consent of the other party. The obligations of LOC and Venue Manager set forth in this Section shall survive the expiration or earlier termination of this Agreement.

(n) Termination. The parties shall only have the right to terminate this Agreement for extraordinary reasons. An extraordinary reason exists for the respectively other party if a party is in default of more than two (2) weeks with the performance of any of its obligations under this Agreement and such breach of obligations is not remedied by the defaulting party within such reasonable remedy period as determined by the other party. The termination of this Agreement shall be in written form. In case of early termination or expiration of this Agreement any and all rights granted to the Venue Manager shall cease with immediate effect and shall fully, at no costs and without any restriction, revert back to LOC. In the event of an expiry or termination of this Agreement for whatever reasons, the Venue Manager shall have no further claims, in particular no claims for compensation, against LOC. Notwithstanding, the LOC shall have the right to immediately terminate this Agreement partially or as a whole if:

(i) a Match, or some Matches or the entire 2016 Copa America Centenario, have been entirely cancelled, relocated or interrupted for any reason whatsoever; or

(ii) the Venue Manager declares insolvency, enters into a composition agreement or ceases to carry out its business operations.

(o) Reservation of Rights. All rights and opportunities not expressly granted to the Venue Manager under this Agreement are exclusively reserved by LOC (as applicable).

(p) LIMITATION OF LIABILITY. EXCEPT FOR THE PARTIES INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, SPECULATIVE OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS OF BUSINESS OPPORTUNITIES, AND DAMAGE TO GOOD WILL OR REPUTATION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written and intend to be legally bound hereto.

**CA2016 LOCAL ORGANIZING
COMMITTEE LLC**

CITY OF ORLANDO

By: _____
Name: Jay Berhalter
Title: CEO

By: _____
Name: _____
Title: _____

By: _____
General Counsel

Exhibit A – Expense Estimate for Event

Estimated:
2:30 PM Staff Cell
3:30 PM Gates Open (2 hours)
5:30 PM Match Begins
8:00 PM Match Ends
8:43 PM Building Clear

Hours: 6.25
Hours, Supvr: 6.75
Hours, Mgrs: 10
Hours, OPD, Out: 10
Hours, OPD, Sgt: 7
Hours, OPD, Lt: 12
Hours, EMT: 7
Hours, EMT Sup: 8
Hours, Tix Staff: 8.25
Hours, Stadium: 15

Service	Rate	Hrs	Qty	TOTAL
OPD Lt.	\$ 52.00	24	2	\$1,248.00
OPD - Captain	\$ 59.00	12	1	\$708.00
OPD (Inside/Outside Detail)	\$ 40.00	860	86	\$34,400.00
OPD - Counterfeit Detail	\$ 40.00	60	6	\$2,400.00
OPD - Sgt.	\$ 46.00	42	6	\$1,932.00
Dispatcher	\$ 32.00	21	3	\$672.00
CSO	\$ 32.00	28	4	\$896.00
EMT	\$ 40.00	224	32	\$8,960.00
EMT - Supervisor	\$ 48.00	40	5	\$1,920.00
Ambulance (two medics, per hour) -- Talent Use only	\$ 100.00	8	1	\$800.00
Uniform Security (In-House)	\$ 18.00	287.5	46	\$5,175.00
Uniform Security - Supervisor	\$ 20.00	27	4	\$540.00
Peer Security (Andy Frain)	\$ 18.00	1437.5	230	\$25,875.00
Peer Security - Supervisor	\$ 20.00	209.25	31	\$4,185.00
Peer Security Co-Coordinator	\$ 25.00	10	1	\$250.00
Ticket Seller	\$ 12.00	181.5	22	\$2,178.00
Ticket Seller Supervisor	\$ 17.00	33	4	\$561.00
Box Office Manager	\$ 25.00	16.5	2	\$412.50
Ticket Taker/Door Guard	\$ 12.50	562.5	90	\$7,031.25
Ticket Taker/Door Guard - Supervisor	\$ 16.00	67.5	10	\$1,080.00
Guest Relations	\$ 12.50	6.25	1	\$78.13
Lanier Parking	\$ 8,000.00	1		\$8,000.00
Usher	\$ 12.50	1093.75	175	\$13,671.88
Usher - Supervisor	\$ 16.00	101.25	15	\$1,620.00
Head Usher	\$ 18.00	20	2	\$360.00
Switchboard Operator(Event Day)	\$ 15.00	10	1	\$150.00
Porters & Matrons	\$ 12.00	737.5	118	\$8,850.00
Porters & Matrons - Supervisor	\$ 16.00	74.25	11	\$1,188.00
Traffic Engineering	\$ 5,800.00	1	1	\$5,800.00
Stadium Crew	\$ 30.00	45	3	\$1,350.00
Electrician	\$ 60.00	30	2	\$1,800.00
Technical Supervisor (BRS)	\$ 65.00	10	1	\$650.00
Technical Lead (BRS)	\$ 40.00	10	1	\$400.00
Board Operator (BRS)	\$ 40.00	10	1	\$400.00
Field Technician (BRS)	\$ 40.00	10	1	\$400.00
Telephone Technician (BRS)	\$ 40.00	10	1	\$400.00
A/V Technician (BRS or In-House)	\$ 35.00	10	2	\$350.00
ANC Scoreboard Labor (\$1,500 per day)	\$ 1,500.00	3		\$4,500.00
Video Production (Contractor; est. \$20,000 per even)	\$ 20,000.00	1		\$20,000.00
NUMBER OF MATCHES		1		
			TOTAL	\$171,191.75

Notes:

- Rates are current as of March 27, 2015. Rates, contractors and equipment availability are subject to change.
- Equipment and services are subject to applicable Florida State sales tax.
- Labor is billed at a 4 hour minimum. Reflected rates do not include overtime or meal breaks (where applicable).
- The above list is non-exhaustive. Additional services may be available upon request.
- Holiday rates are at additional expenses.

Exhibit B – Venue Proposal Submitted by Venue Manager (incorporated herein)

I. Venue Manager agrees to the following:

- a. Ticket Revenue: 100% Net Ticket Revenue retained by the LOC. (*Net ticket revenue is defined as gross ticket revenue minus credit card, TicketMaster and government required facility fees*)

For context at the time of proposal submission, the following fees are in effect that would be the responsibility of the LOC:

- | | |
|---|---|
| i. Credit Card: | 3% of ticket sales at the Orlando Venues Box Office |
| ii. Orlando Venue Box Office Service Fee: | \$4 per ticket (Tickets purchased at any Orlando Venues Box Office) |
| iii. Facility Fee: | a maximum of \$3.00 per ticket per match for tickets priced <\$100
a maximum of \$3.50 per ticket per match for tickets priced > \$100 |
- b. Rent: No Venue rent will be charged to LOC for duration of the Event.
- c. Local operational & staffing support: Full commitment of Orlando City SC, Orlando Venues and Central Florida Sports Commission (TEAM Orlando) to work on behalf of LOC to ensure event's success.
- d. Playing surface: the Venue Manager will cover installation and maintenance costs for temporary natural grass surface at the Venue up to the first \$175,000. If the Venue Manager and LOC agree additional expenses are required for the installation, maintenance and postgame removal of a temporary field an additional 10% above the first \$175,000 shall be at the cost of the Venue Manger.
- e. Training facility rental: Training facilities will be provided rent-free to the LOC for duration of the Event (outdoor training space, existing field equipment, and other space mutually agreed upon by the LOC and the Venue Manager).
- f. Police escorts: Complimentary on match days for all teams, officials, and select VIPs as agreed upon by the LOC and the Venue Manager.
- g. Ancillary event facility rental: Mutually agreed upon ancillary event locations will be provided rent-free to the LOC.
- h. No stadium sponsor restrictions: If all other Venues being utilized for the Event agree to provide a 'clean' venue then, the Venue Manager agrees the Venue will be turned over 'clean' to the LOC for duration of the Event. The cost of any current sponsor

advertisement coverage will be covered by the Venue Manager. In accordance to the terms laid out within the Standard Venue Agreement in section 4 Clause e.

- i. U.S. Soccer Legacy Grant: Venue Manager will make best efforts to match the full amount of the contribution by the LOC to the Central Florida area, and guarantees matching commitment of at least the first \$50,000. LOC will determine how grant funds are used in consultation with Venue Manager as to potential initiatives.
- j. Full use of stadium hospitality areas: Use of VIP space at the Venue retained by the LOC (e.g., luxury suites, party suites, field-level bunker suites and indoor clubs), except for two (2) complementary suite(s) to be retained by the Venue Manager (per City of Orlando requirements). For clarity purposes, the LOC will retain 100% of net revenue for suite/premium ticket sales and defined in *Section 5.(a)*, and the Venue Manager will retain 100% of Food and Beverage service as agreed upon in *Section 5.(b)* of the Standard Venue Agreement.

II. Venue Manager will provide the following enhancements:

- a. Local marketing & promotional support: A value of at least \$250,000 commitment towards a local promotional, branding and ticket sales campaign across Central Florida via mainstream marketing platforms (consisting of both cash and V.I.K. assets). In addition, the Venue Manager commits additional marketing and promotional support throughout the lead-up to the Event from Orlando City SC, Orlando Venues and Central Florida Sports Commission, as well as multiple other community partners committed to ensuring the Event's success. The Venue Manager will work within the LOC's overall marketing plan and provide supplemental support as defined above. This support will be critical to the LOC in the time before the public sale of tickets and the time shortly before the Matches.
- b. Stadium staffing expenses: Venue Manager agrees to the financially cover Venue staffing expenses per the following methodology:
 - i. If day of match attendance > 40,000 drop count, then stadium staffing expenses up to \$175,000/match day will be paid by the Venue Manager, remaining expenses to be paid by the LOC.
 - ii. If day of match attendance < 40,000 drop count, then stadium staffing expenses up to \$150,000/match day will be paid by the Venue Manager, remaining expenses to be paid by the LOC.
 - iii. A total payment of up to \$30,000 of combined staffing expenses incurred during the Exclusive Period during non-match days at the Venue will be paid by the Venue Manager.

See Exhibit A for a match day staffing budget for one (1) match day..

- c. Volunteer Program: The Venue Manager will provide a complementary comprehensive volunteer recruitment program and will assist with the implementation of the program at the direction of the LOC.

- d. Tickets to local theme park attractions (e.g., Walt Disney World®, Universal Studios®, SeaWorld®, etc.):
 - i. LOC/CONCACAF/CONMEBOL VIP's: Complimentary passes will be provided. (Specific number to be mutually agreed upon by both the LOC and the Venue Manager.)
 - ii. Teams, Media, Business Partners, Etc.: Based on feedback from LOC (including potential sponsorship restrictions), good-faith efforts will be made to extend discounted attraction ticket offers to teams, media, business partners, etc.
 - iii. Fan Attraction Tickets Sales: Venue Manager reserves the right to identify and designate the exclusive attraction ticket provider for traveling fans coming to Central Florida for the Event. Revenue tied to this opportunity to be 100% retained by the Venue Manager.

III. The LOC agrees to the following:

- a. Venue Manager will retain 15% of gross sales, after taxes, as a sales commission on merchandise and match programs sold at the Event. The remaining 85% will be remit to the LOC.
- b. Venue Manager will retain 100% of all parking revenue associated with the Event to offset operational expenses associated with hosting the Event.
- c. Venue Manager will retain 100% of all food and beverage service revenue associated with the Event to offset operational expenses associate with hosting the Event.
- d. Venue Manager will retain 100% of any state, regional or local grants to offset operating expenses associated with staging the Event.
- e. Venue Manager has the right to sell non-competing local sponsorships to the Event, with prior written approval by the LOC at the LOC's discretion. Any and all benefits associated with the sale of sponsorship packages to be mutually agreed upon by the LOC and the Venue Manager members. Such local sponsorships will not have any assets at the Stadium
Unless mutually agreed upon in writing by both parties.
- f. Venue Manager reserves the right to identify and designate the exclusive attraction ticket provider for traveling fans coming to Central Florida for the Event subject to the LOC's approval not to be unreasonably withheld. Revenue tied to this opportunity to be 100% retained by the Venue Manager.
- g. Financial responsibility associated with the following:
 - i. Venue staffing expenses during the Exclusive Period non-match days exceeding the first \$30,000 which will be covered by the Venue Manager as outlined above.

- ii. Remaining staffing costs at the Venue during match days not provided by the Venue Manager and as outlined in *Exhibit B Clause II.(b)*.
 - iii. Remaining costs for field installation, maintenance and post-game removal above \$175,000 plus 10% covered by the Venue Manager.
 - iv. Match day entertainment
 - v. In-Market event operations and staffing
 - vi. Existing concessionaire (merchandise & food/beverage) signage either covered or replaced
 - vii. Creation of any event day signage to brand the Venue as a Copa America stadium
 - viii. Promotional marketing opportunities that exceed the investment by the Venue Manager as outlined above
 - ix. Team fees, housing and travel associated with the Event
 - x. Officials fees, housing and travel associated with the Event
 - xi. LOC staff fees, housing and travel associated with the Event
 - xii. Match day operations personnel, not associated with the Venue
 - xiii. Temporary installations *-if requested*
 - xiv. Additional training venue expenses not outlined above
- h. The LOC agrees to recognize the contracted partnerships that are within the Venue. At the time of execution by all parties, the contracted venue partners include:
 - i. Andy Frain: Guest Services and Security
 - ii. Lanier Parking Solutions: Parking
 - iii. Orlando Food Service Partners: Levy Restaurants
 - iv. Owens Facility Service: Facility Maintenance/Housekeeping

In addition, the City of Orlando has a process in place with other existing term contractors to be utilized for any operational components at the Venue.

- i. All other LOC responsibilities as set forth in the Standard Venue Agreement.

Exhibit C – Host Committee

The parties agree that the Host Committee, Venue Manager and LOC shall work together on the following items and will adhere to all of the terms submitted in the bid documents:

Host Committee Support

On the LOC's request, the Host Committee shall support and provide an appropriate level of assistance to the LOC in relation to the hosting and staging of the Competition, in particular in connection with the organization and implementation of any Competition-related event staged by the LOC in the host city.

Training Sites

The Host Committee will identify and propose to LOC for its selection a minimum of four (4) potential training sites in the host city. Each must be located as close as possible to the respective team hotel chosen by the LOC, but at a maximum of a twenty (20) minutes' drive from the respective team hotel. Based on such proposal, the LOC will select one (1) training site in the host city, with one (1) "back-up" training site in the host city to be used as a reserve. The Host Committee shall support and assist the LOC in connection with the selection process, use and operation of such training sites in relation to the Competition in such manner as requested by the LOC, which may include the provision of any relevant information on public transportation, local security and any other matters of interest, the provision of maps as well as the attendance of inspection tours, further workshops and meetings by key personnel and representatives of the Host Committee. The Host Committee shall further support and assist the LOC in connection with the use and operation of such training sites and undertakes to fully co-operate with, and assist, the LOC in the provision of all infrastructure requirements in connection with any training sites and within the host city in order to facilitate the use and operation of any training sites for the Competition. Further details on their cooperation in this respect shall be agreed in good faith between the Host Committee and the LOC.

Host Committee Dressing

To the extent that it is empowered to do so the LOC may install official Competition branding to create a festive atmosphere in the host cities of the Competition. In this regard, the LOC will establish a host city dressing for each host city of the Competitions.

Traffic and Parking

The Host Committee shall provide the LOC with a traffic management plan for the Competition period. The Host Committee shall, to the extent that it is empowered to do so, ensure that local and national buses and trains connecting into the host city and/or operating within the host city itself are fully operational on each Match Day; and continue to operate for a period of at least four (4) hours after the end of each match taking place in the host city.

The Host Committee shall, to the extent that it is empowered to do so, ensure that on match days and other days as required by the LOC, the host city airports are open for late night and early morning flight arrivals and departures to accommodate match kick-off and conclusion times in the host city and the requirement to enable spectators to fly in and out of the host city with maximum flexibility; and airline operators shall not be required to pay any premium airport taxes, charges, or penalty fees for flying in or out of the host city airports before or after customary airport closure times during the entire Competition period. The Host Committee shall seek the support of the host city airport authorities for the provision of the advertising media at the host city airport to the LOC.

The Host Committee shall facilitate any discussions between the LOC and the relevant host city airport authorities with the purpose of the host city airport authorities agreeing to provide the LOC, free of any charge, with welcome desks, preferred guest treatments and welcome procedures for the participating teams, key representatives of the LOC, VIP guests and further Competition officials.

The Host Committee shall to the extent that it is empowered to do so, and upon the LOC's reasonable

request, at any time during the Competition Periods, temporarily restrict public access, or close public access completely, to any roads within the host city; and provide special traffic access lanes as well as police escorts for the participating Teams, key representatives of the LOC, VIP guests and further Competition officials as agreed to in Exhibit (B) Section (I.) Clause (f.).

Volunteer Program

The Host Committee shall work in good faith to support the LOC within the host city in respect of the implementation of the Volunteer programme to be established by the LOC for the Competitions, in particular by , assisting to identify facilities for the Volunteer program managers, used for the selection, education and invitation of Volunteers as well as for any Volunteer events, such as a joint kick-off event staged by the LOC and the Host Committee (if any) as requested by the LOC.

Safety and Security, Fire Protection and Medical Services

The Host Committee is equipped with a safety, security and fire protection plan in to support events with a similar size and scope of the Event. The Host Committee shall, , work in good faith to support the LOC in the area of safety and security and fire protection. Should the LOC determine additional staffing will be required, the Host Committee shall facilitate any discussions with the appropriate safety personnel. Any costs associated with additional staffing will be at the cost of the LOC.

Promotion

The Host Committee shall, at its own costs, actively promote the Competitions locally with the purpose of raising the awareness of the Competition within the local population well in advance of the start of the Competition. No commercial or other third parties shall be involved in any promotional activities of the Host Committee, unless otherwise specifically approved in writing by LOC, such approval to be given or withheld at its sole discretion.

General Legal and Administrative Support

The Host Committee shall provide reasonable, non-financial support and assistance to the government and further state, regional and municipal governmental authorities in relation to the construction, renovation and/or provision of any infrastructure, equipment, utilities and services required in connection with the hosting and staging of the Competition, in particular any such infrastructure, equipment, utilities and services to be provided by the government and further state, regional and municipal governmental authorities as part of the implementation of the government guarantees given to the LOC.

The Host Committee shall, to the extent it is empowered to do so and permitted by applicable laws and regulations, issue or cause to be issued to the LOC and any third party appointed by the LOC, in relation to their activities within the host city in connection with the Competitions, all applicable and relevant decrees, licences, permits, grants, orders, decisions and other acts on a municipal level in the host city as may be required to ensure that the LOC or any third party appointed by the LOC, may comply with its obligations, and exercise its rights, in connection with the hosting and staging of the Competition, including by handling the permit and concession processes for the erection of temporary facilities in an timely appropriate and accelerated manner.

Host Committee Beautification

The Host Committee shall work to render the public facilities and public spaces within the host city as attractive as possible during the Competition to the extent the Host Committee is empowered to so.

Reservation of Rights by LOC

All rights and opportunities in relation to the Competition, including the Competition-related events, which are not expressly granted by the LOC to the Host Committee under this Host Committee Agreement are exclusively reserved by the LOC.

Bid Documents

The bid documents submitted by the City of Orlando, Orlando Soccer Club and the Central Florida Sports Commission are attached as Exhibit D to this Agreement and incorporated herein. All terms and conditions outlined within the Standard Venue Agreement will supersede any and all provisions included within the attached bid documents to the extent they conflict with the bid documents.