
**AMENDED AND RESTATED
SOCCER STADIUM USE AGREEMENT**

by and between

CITY OF ORLANDO, FLORIDA

and

ORLANDO SPORTS HOLDINGS, LLC

Dated: _____

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AMENDED AND RESTATED SOCCER STADIUM USE AGREEMENT

This **AMENDED AND RESTATED SOCCER STADIUM USE AGREEMENT** ("Agreement") dated this ____ day of _____, 2014 (the "Execution Date"), is entered into by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation of the State of Florida (the "City"), and **ORLANDO SPORTS HOLDINGS, LLC**, a Delaware limited liability company authorized to do business in Florida (the "Team" and, together with the City, the "Parties"), and acknowledged and approved by Major League Soccer, L.L.C., a Delaware limited liability company ("MLS"). The authorized representative of the owners of the Team ("Owners") shall execute this Agreement to provide the financial assurance described in Sections 2.6 and 2.9 of this Agreement.

RECITALS

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

B. The Team has been granted the right to own and operate a team in the MLS (the "MLS Team") and owns the soccer team known as the Orlando City Soccer Club. In its performances and obligations under this Agreement, Team is acting in its capacity as the MLS club rights holder and member club of MLS and the user of the Soccer Stadium (as defined herein). In its performances and obligations under this Agreement, the City is acting in its capacity as the owner and operator of the Soccer Stadium.

C. The City and the Team previously executed a Memorandum of Understanding dated October 7, 2013 (the "MOU"), which sets forth the basic understanding of the Parties relating to the design, construction, financing, use and operation of the Soccer Stadium.

D. The City, the Team and Soccer Stadium Development, LLC (or such other Person mutually agreed upon by the City and the Team), will enter into a Project Construction Agreement, the terms of which will be consistent with the MOU, and, with respect to the Team Rights granted herein, this Agreement (the "Project Construction Agreement"). Pursuant to the Project Construction Agreement, the Team will agree to construct the Soccer Stadium on certain real property to be acquired by the City and for which the City shall hold title that is located in the City north of Church Street, south of Central Blvd., east of Parramore Avenue and west of Terry Street, all as more fully described and defined on Exhibit B attached hereto and made a part hereof (together with all street rights-of-way within such site, all air rights and air space above such site and all easements and appurtenances associated therewith, the "Soccer Stadium Site"). The Parties acknowledge and agree that there are no current plans to move the Stadium Site, but it might become necessary in the future to choose an alternative site

for the construction of the Soccer Stadium, in which event such alternative site location shall be deemed the Stadium Site for purposes of this Agreement.

E. The Parties desire to promote the efficient operation, management and use of the Soccer Stadium and to serve the best interests of residents of the City and the County with respect to events held at the Soccer Stadium. The City has required (and the Team has agreed) that the Team will perform certain operational functions with respect to the Soccer Stadium, particularly as they relate to the presentation of MLS Home Games and Other Team Events and patron experience at the Soccer Stadium, and will pay certain operating costs associated with the Soccer Stadium. The City will perform certain other operating functions, and pay certain other operating costs, associated with the Soccer Stadium as set forth herein.

F. Accordingly, having determined that the arrangement contemplated by this Agreement will promote the welfare of the City and the County, will serve the best interests of the people of the City and the County, and is in accord with valid public purposes, the City desires to grant to the Team a right to use and have access to the Soccer Stadium, including certain areas for the exclusive use of the Team and to permit the Team to perform certain functions of the Soccer Stadium, all subject to and in accordance with the terms and conditions set forth in this Agreement.

G. Both the Interlocal Agreement and the MOU require the Parties to enter into an agreement for the use of the Soccer Stadium by the Team, upon certain terms and conditions, and the Parties intend that the execution of this Agreement will satisfy the requirements of both the Interlocal Agreement and the MOU.

H. The Parties previously entered into that certain Soccer Stadium Use Agreement dated _____, 2014 (the "Initial Agreement"). The Parties now desire to amend and restate the terms of the Initial Agreement pursuant to this Agreement. Effective as of the Execution Date, this Agreement shall replace and supersede the Initial Agreement in its entirety. The Parties intend that the Soccer Stadium will have multiple uses which include MLS Home Games, international, college and high school soccer matches, MLS All-Star games, other sports events, concerts, family shows, group meetings and conventions.

AGREEMENT

For and in consideration of the respective covenants and agreements of the Parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties do hereby agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions and Usage. Unless the context requires otherwise, capitalized terms used in this Agreement shall have the meanings assigned to them in the Glossary of Defined Terms attached hereto as Exhibit A, which is incorporated into and forms a part of this Agreement.

1.2 General Interpretative Provisions.

1.2.1 The terms defined on Exhibit A or elsewhere in this Agreement shall have such meanings for all purposes. Such meanings shall be applicable to both the singular and plural forms of the terms defined. The Parties shall only look to this Agreement for the meanings of defined terms and shall not make reference to any term defined in another agreement, instrument or Applicable Law unless such agreement, instrument or Applicable Law is expressly incorporated by reference into this Agreement.

1.2.2 The words "include," "includes" and "including" shall be deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import and no inference shall be drawn from the presence or absence of the words "without limitation" or any words of similar meaning.

1.2.3 The words "writing," "written" and comparable terms refer to printing, typing and other documentary forms of communication.

1.2.4 Except as set forth in Section 1.2.5, any agreement, instrument or Applicable Law defined or referred to in this Agreement means such agreement or instrument or Applicable Law as from time to time amended, modified, supplemented, renewed or extended, including (in the case of agreements or instruments) by waiver or consent and, in the case of Applicable Law, by passage of comparable successor Applicable Law and includes, in the case of agreements or instruments, references to all attachments thereto and instruments incorporated therein.

1.2.5 Any term defined in this Agreement by reference to any agreement, instrument, the MLS Rules and Regulations or Applicable Law shall continue to have such meaning as in effect on the date of this Agreement whether or not such agreement, instrument, MLS Rule and Regulation or Applicable Law remains in effect or is amended, modified, waived or rescinded.

1.2.6 References to a Person are also to its permitted successors and assigns.

1.2.7 The words "hereof," "herein," "hereunder" and comparable terms refer, unless otherwise expressly indicated, to this entire Agreement and not to any particular Article, Section, Subsection or other subdivision thereof or attachment thereto. References in an instrument to "Article," "Section," "Subsection" or another subdivision or to an attachment are, unless the context otherwise requires, to an article, section, subsection or subdivision of or an attachment to this Agreement. All references to exhibits or appendices are to exhibits or appendices attached to this Agreement.

1.2.8 The table of contents and headings of the various Articles, Sections, Subsections and other subdivisions of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

1.2.9 Pronouns of whatever gender shall include Persons of every kind and character. References to any gender include, unless the context otherwise requires, references to all genders.

1.2.10 The words "shall" and "will" have equal force and effect.

1.2.11 Unless otherwise specified, all references to a specific time of day shall be based upon Eastern Standard Time or Eastern Daylight Savings Time, as applicable on the date in question in Orlando, Florida.

1.2.12 References to "\$" or to "dollars" shall mean the lawful currency of the United States of America.

1.2.13 All amounts required to be paid by any Party to the other Party under this Agreement shall be paid in U.S. dollars by wire transfer or other acceptable method of payment of immediately available federal funds. If any payment under this Agreement is required to be made on a day other than a Business Day, the date of payment shall be extended to the next Business Day.

1.2.14 Unless specified to the contrary, any reference to a party having a "right" shall not create an obligation on the part of such Party to exploit the right.

1.3 Incorporation of Recitals. The recitals set forth above are true and correct and incorporated herein in their entirety.

1.4 Acknowledgement of Governmental Limitations and Authority. The Parties acknowledge and agree that this Agreement shall not limit or restrict the City's discretion in the exercise of its governmental or police powers and shall not constitute a delegation of governmental authority or police powers to the Team. Further, subject to Applicable Law and the Team's rights and remedies under this Agreement, nothing in this Agreement shall be construed to waive or limit the City's governmental authority, as a municipality, to regulate the Team or its operations to the same extent as other businesses in Orlando, Florida subject to its jurisdiction, nor to alter or impair the City's governmental functions.

ARTICLE 2

GRANT OF USE RIGHTS AND TEAM RIGHTS

2.1 Grant of Use. In consideration of and subject to the covenants, agreements and conditions set forth in this Agreement, the City hereby grants to the Team the right to use the Soccer Stadium, including the Team Exclusive Areas (collectively, the "Use Rights"), commencing on the Effective Date and continuing for the duration of the Term. For the purposes of this Agreement, the "Soccer Stadium" means the multipurpose sports and entertainment soccer stadium to be located on the Soccer Stadium Site, and any improvements, additions, alterations, replacements and substitutions to be constructed or otherwise located thereon or thereunder (as the same are constructed pursuant to the Project Construction Agreement or otherwise repaired, improved or reconstructed under this Agreement from time to time), together with all rights, privileges, easements and appurtenances relating thereto. The rights of the Team under the first sentence of this Section 2.1 do not include the right to use the City Exclusive Areas and Other User Exclusive Areas, if any, but otherwise shall be subject only to the exceptions and limitations, and to the early termination provisions, expressly set forth in this Agreement. Subject to the terms of this Agreement, the Team shall have the exclusive right

to use the Soccer Stadium for the conduct of MLS Home Games (other than the City Exclusive Areas and Other User Exclusive Areas, if any) during each Team Use Period. Subject to the provisions of Section 7.6.3, to the extent that Team desires use rights at the Soccer Stadium for any other soccer club or team, including, without limitation, any soccer club or team in any other division or league, whether affiliated with the Team or any third party, the Parties acknowledge that such uses shall not be deemed to have conveyed by this Agreement but must be set forth in a separate use agreement or lease.

2.2 Certain Rights and Obligations of the Team. In further consideration of, and subject to and as more fully described in, the covenants, agreements and conditions set forth in this Agreement, the City hereby grants to the Team, and the Team hereby accepts, (a) the right and obligation to undertake certain operating functions at the Soccer Stadium enumerated in this Agreement, (b) the right to exploit the Team Rights, and (c) the Team covenants and agrees that it shall employ residents of the State of Florida and contract with Florida-based firms to the greatest extent possible to do so. The Team's obligations and, subject to Section 4.2, the Team's rights to use and occupy the Soccer Stadium shall commence on the Commencement Date; *however*, the Team's right to exercise all other Team Rights shall commence on the Effective Date. The rights and obligations of the Team shall be subject only to any exceptions and limitations, and to the early termination provisions, expressly set forth in this Agreement.

2.3 Exclusivity in Team Exclusive Areas and during Team Use Periods. Without limiting the generality of Sections 2.1 and 2.2 or any other provision of this Agreement, the City shall not authorize or grant any Person other than the Team (a) any right or license to use, occupy or conduct business from the Team Exclusive Areas (it being understood that the Team shall hold such right or license exclusively at all times during the Term, including during the holding of Other Events at the Soccer Stadium); (b) any right or license to use, occupy or conduct business from the Soccer Stadium or any portion thereof (other than the City Exclusive Areas and Other Use Exclusive Areas, if any) during MLS Home Games or Other Team Games and for a period of five (5) hours prior to and two (2) hours after such MLS Home Games or Other Team Games under the circumstances outlined below)(in each case, the "Team Use Periods"); or (c) any right or license to operate, coordinate, control or exploit the Team Rights (or any portion thereof) at any time during the Term. If the City wishes to schedule an Other Event at the Soccer Stadium on the date of a Team Event, then the City shall be free to schedule such Other Event at the Soccer Stadium provided (i) the City gives the Team reasonable prior notice of the nature of the Other Event and its expected times of commencement and conclusion, (ii) such Other Event shall not materially interfere with the Team's preparation for such Team Event, and (iii) such Other Event shall in all events be required to conclude at a time prior to the commencement of the Team Event that has been agreed upon by City and Team. In the event that, from time to time, the Team determines that it may need an extended period of exclusive use for a particular MLS Home Game or Other Team Game, then Team may request the Team Use Period be reasonably extended to accommodate the Team's particular situation for the subject MLS Home Game or Other Team Game, and the City shall consider the grounds for such request and shall approve such request if such extension does not interfere with an Other Event previously scheduled by the City in any significant way. For the sake of clarity, when this Agreement refers to exclusivity during Team Use Periods, such term shall mean that no other Event will be conducted during such Team Use Period that will conflict with the MLS Home Games or Other Team Game scheduled at such time.

2.4 Access.

2.4.1 City Access Control. Subject to Sections 2.4.2 and 2.4.3, the City, as the operator of the Soccer Stadium, shall control all access to the Soccer Stadium and may preclude access to the Soccer Stadium by any patron without an Event ticket or to any person for public health, safety or welfare reasons.

2.4.2 Team Access. The City hereby grants to, and covenants and agrees to maintain for, the Team and its invitees, subject only to the access and entry rights expressly reserved for the City under Section 2.4.3 and otherwise in this Agreement, (a) the right to bring into the Soccer Stadium (and permit the Team or any of its invitees to bring into the Soccer Stadium), and retain ownership and control of, items of personal property, (b) the exclusive right to use the Soccer Stadium, except the City Exclusive Areas and Other Users Exclusive Areas, if any, and uninterrupted access to and from, the Soccer Stadium and all areas therein, including all accessory rights of entry, ingress and egress (except that the Team shall have no rights of entry, ingress or egress to the City Exclusive Areas and Other Users Exclusive Areas), during the Team Use Periods, (c) the exclusive right to use, and uninterrupted access to and from, the Team Exclusive Areas, including all accessory rights of entry, ingress and egress, on a twenty-four (24) hour per day, year-round basis, and (d) the right to enter the Soccer Stadium during Team Use Periods to the extent necessary or desirable to permit the Team to exercise and perform the Team Rights (or with respect to any Team Rights the exercise of which is not limited to Team Use Periods, at other times necessary or desirable for the performance of such Team Rights) (clauses (a)-(d) collectively, the "Team Access Rights"); provided that (x) the Team Access Rights do not entitle the Team to have access to the Soccer Stadium (other than the Team Exclusive Areas) for Other Events without appropriate Admissions Tickets and (y) in its exercise of the Team Access Rights, the Team shall not materially interfere with the rights of Other Users during Other Events. Any breach by the City of its obligations under this Section 2.4.2 that interferes with the exercise or performance of the Team Access Rights shall be a "Team Access Rights Default."

2.4.3 City Access. The Team acknowledges that the City shall have the right to use, and uninterrupted access to and from, the Soccer Stadium, all areas therein and the City Exclusive Areas, including all accessory rights of entry, ingress and egress, on a twenty-four (24) hour per day, year-round basis, except for the Team Exclusive Areas; *provided, however,* the City's access to and from the Soccer Stadium does not entitle City employees, Contractors or agents to have access to the Soccer Stadium for Team Events without a ticket for such Team Event (except for City employees, Contractors or agents who are working such Team Event). The City shall have the right to enter the Team Exclusive Areas (i) during normal business hours and upon reasonable notice, for the purposes of inspection of the Soccer Stadium, and (ii) upon reasonable prior notice whenever necessary to perform the Soccer Stadium Management; *however,* any such entry by the City shall be conducted in such a manner as to minimize interference with the business being conducted in the Team Exclusive Areas. Notwithstanding the preceding sentence, the City shall have the right to enter the Team Exclusive Areas at any time and in any circumstance in which the City in good faith believes that immediate action is required in order to safeguard lives or property (the rights reserved by the City under this Section 2.4.3 shall be collectively referred to as "City Access Rights"). The Team shall not take any action that hinders or restricts the City's access to the Soccer Stadium in any significant respect, but need not take affirmative action to assist the City with access to the Soccer Stadium. Any

breach by the Team of its obligations under this Section 2.4.3 that interferes with the exercise or performance of the City Access Rights shall be a "City Access Rights Default."

2.5 Team Use Agreement. Beginning with the first full MLS Season following the Commencement Date, the Team agrees to play all of its regular-season and playoff MLS Home Games at the Soccer Stadium during the Term, except (i) as otherwise agreed by the City, or (ii) as a result of an Untenable Condition. Except for Other Team Games reasonably expected by the Team and the City to draw less than 5,000 patrons, all of the Team's pre-season MLS games played in Orange County, Osceola County or Seminole County shall be played at the Soccer Stadium. Notwithstanding anything to the contrary in this Agreement, if the Team and City reasonably expect that an MLS Home Game or Other Team Game will draw over 20,000 patrons, the Team may request that such MLS Home Game or Other Team Game be held at the Citrus Bowl and the City shall use its reasonable efforts to facilitate the use of the Citrus Bowl for such MLS Home Game or Other Team Game, subject to availability of the Citrus Bowl, in each instance.

2.6 Assurances of Performance. To provide the City additional assurances in connection with this Agreement, the Team agrees, covenants, represents and warrants as follows:

2.6.1 The Team represents and warrants that simultaneously with the execution and delivery of this Agreement by the Team, the Team shall execute and deliver to the City that certain Soccer Stadium Non-Relocation Agreement to be entered into by and among the City and the Team, the form of which is attached hereto as Exhibit C (the "Non-Relocation Agreement").

2.6.2 The Team shall provide the City with a letter of credit or other financial guarantee acceptable to the City (the "Letter of Credit") to secure (i) the on-going Break-Even Payments; (ii) to secure the on-going payment of the Annual Capital Contribution Payments; and, (iii) to secure the Team's obligation to fund Cost Overruns. Team covenants and agrees that it shall increase the face amount of the Letter of Credit under the circumstances and in the amount required by Section 20.12.4. Attached hereto as Exhibit G is a list of requirements for the Letter of Credit and other financial guarantee or financial assurance. Upon the consent of City, Team may supply a separate letter of credit meeting these requirements in the amount of the increases and for the purposes specified in Section 20.12.4.

2.6.3 In order to strengthen the City's rights in the event an insolvency proceeding is commenced against the Team, including, but not limited to, a voluntary or involuntary petition filed under any chapter of title 11 of the United States Code or an assignment for the benefit of creditors pursuant to Florida Statutes Section 727.101, *et seq.* (hereinafter an "Insolvency Proceeding"), the Team represents, warrants, covenants and agrees, subject to any contrary provision of Applicable Law, that:

(a) except to the extent permitted under 11 U.S.C. § 365, cause may exist to lift the automatic stay under 11 U.S.C. § 362(d)(1) if the City is not receiving its full payments under this Agreement within the time parameters contained in this Agreement;

(b) the City shall be entitled to seek a final hearing no later than thirty (30) days after a preliminary hearing on any motion filed by the City seeking relief from the automatic stay imposed by Section 362 of the Bankruptcy Code (a "Stay Motion");

(c) the Team is not currently aware of and does not foresee any compelling circumstances or other good cause upon which to delay a final hearing on a Stay Motion for purposes of Section 362(e)(1) of the Bankruptcy Code;

(d) the Team is not currently aware of and does not foresee any circumstances or other good cause upon which a final hearing should be held more than thirty (30) days after a preliminary hearing on a Stay Motion for purposes of Section 362(e)(1) of the Bankruptcy Code;

(e) the Team is not currently aware of and does not foresee any compelling circumstances or other good cause upon which a decision rendered by a Bankruptcy Court on a Stay Motion should be stayed for purposes of F.R.B.P. 4001(a)(3);

(f) the Team agrees that if the Team seeks to assume or assign this Agreement in any Insolvency Proceeding that adequate assurance for the purposes of 11 U.S.C. § 365 and otherwise shall require at a minimum:

(i) subject to Section 365(b)(1) of the Bankruptcy Code, the Team's Prompt Cure of any and all monetary and non-monetary defaults by the Team under this Agreement; and

(ii) in the case of any assignment of this Agreement in a case commenced under title 11 of the United States Code, adequate assurance of future performance under this Agreement from the proposed assignee, regardless of whether there has been a default under this Agreement;

(g) the Team agrees that for the purposes of Section 365(d) of the Bankruptcy Code, that the Team shall assume or reject this Agreement within one hundred eighty (180) days after the date of the order for relief (or such other date as may be fixed by the Court) and if the Team fails to do so this Agreement shall be deemed rejected and the Team shall immediately surrender any and all occupancy of the Soccer Stadium to the City;

(h) the Team agrees that for the purposes of Section 365(d) of the Bankruptcy Code that the Team shall timely perform all the obligations under this Agreement and that the Team is not currently aware of and does not foresee that cause exists upon which the Team may be permitted to delay payment of any monetary sums due to the City under this Agreement;

(i) the Team agrees that for the purposes of Section 365(d)(4)(B) of the Bankruptcy Code, the Team is not currently aware of any cause that exists to extend the period to assume this Agreement pursuant to Section 365(d)(4)(A) of the Bankruptcy Code; and

(j) the Team agrees that for the purposes of Section 365(d) of the Bankruptcy Code, the Team shall timely perform all obligations under this Agreement and is not

currently aware of circumstances that would warrant extending the sixty (60) day period from the order of relief for timely performance of obligations of the Team under Section 365(d) of the Bankruptcy Code.

2.6.4 Not later than the Commencement Date, the City shall create an account to be called the "Capital Reserve Account."

(a) Within ten (10) Business Days following the settlement of each Team Event for which Facility Fees are charged, the Team shall pay to the City an aggregate amount equal to all Facility Fees collected by the Team for such Team Events and the City shall deposit such moneys into the Capital Reserve Account.

(b) Within ten (10) Business Days following the conclusion of each month, the City shall deposit into the Capital Reserve Account an aggregate amount equal to all Facility Fees collected by the City, including collections by the City from any ticket vendor contracted by the City, or their respective designees during such month, in connection with all Events during such calendar month or the prior month, if applicable.

(c) Within ten (10) Business Days following the determination of the Break Even-Payment for each year of the Term, if the City's Soccer Stadium-Related Operating Revenues for such year exceed the City's Soccer Stadium-Related Operating Expenses, the City shall deposit into the Capital Reserve Account an aggregate amount equal to the amount of such surplus.

(d) Within ten (10) Business Days following the conclusion of each month, the Team shall pay to the City an aggregate amount equal to all Facility Fees collected by the Team arising from the sale of season tickets to MLS Home Games or group sales for Team Events.

(e) All interest earned on amounts deposited in the Capital Reserve Account shall remain in the Capital Reserve Account.

(f) The Capital Reserve Account will be used exclusively for the purposes set forth in Article 8 of this Agreement.

(g) The Team shall not grant any Lien or encumbrance on the amounts on deposit from time to time in the or the Capital Reserve Account (or any of the sub-accounts included therein) and shall obtain an express acknowledgement from each lender or other creditor that has extended credit to the Team (the payment of which debt is secured by Team assets or properties in accordance with the terms of Section 13.1) ("Team Lender"), that it shall not be entitled to, and shall not, seek to foreclose upon such amounts or apply such amounts to the repayment of any obligations of the Team to such Team Lender on any basis or in any circumstance whatsoever, it being expressly understood that such amounts shall be reserved for disposition solely in accordance with this Section 2.6.4.

(h) The City shall maintain a ledger to record deposits and dispersals of Facility Fees from the Capital Reserve Account.

2.7 Authority of City. The City shall have the exclusive right and authority to exercise, or, subject to Section 13.2, delegate the exercise of, its rights, powers and duties as operator of the Soccer Stadium. The powers of the City with respect to the Soccer Stadium shall be subject only to the exceptions and limitations expressly set forth in this Agreement. The Team shall comply with such reasonable rules governing the security of the Soccer Stadium as shall be established by the City from time to time consistent with MLS Rules and Regulations and the provisions of this Agreement.

2.8 Interruption or Suspension of Team Event. Notwithstanding the provisions of this Article 2 or any other provision of this Agreement, the City and the Team shall each have the right to cause the interruption or suspension of any Team Event when necessary to protect public safety or in the event of an Untenable Condition, and to likewise cause the termination of such Team Event when such act is necessary to protect public safety. The City agrees that it shall permit the resumption of any interrupted or suspended Team Event as soon as the circumstances giving rise to the public safety concerns have been corrected or eliminated. Further, the City agrees that it shall use its commercially reasonable efforts to reschedule any such interrupted or suspended Team Event that cannot be resumed within a reasonable time on the same day such Team Event was interrupted or suspended to the first available open date that is acceptable to the Team and, if applicable, the MLS. The City also shall provide the Team with reasonable assistance and cooperation if the Team wishes to acquire a date or time period from any User that has booked such dated or time period at the Soccer Stadium for the rescheduling of such interrupted or suspended Team Event. Further, if any such interrupted or suspended Team Event cannot be resumed within a reasonable time on the same day such Team Event was interrupted or suspended, then (i) the City shall reasonably cooperate with the Team (at no cost to City) to reschedule such Team Event at the Citrus Bowl if such facility is available and the Soccer Stadium is not available, and (ii) the Team, in its sole discretion may, at Team expense, schedule such Team Event at an alternative venue of its choosing, provided the Soccer Stadium is not available, and shall not be liable for any payment or liability to the City in connection with such rescheduled Team Event, unless expressly agreed to in writing between the Parties. If the rescheduled MLS Home Game is conducted at the Citrus Bowl pursuant to this Section 2.8, then the Team may use the Citrus Bowl on reasonable terms and conditions agreed upon by City and the Team at such time, including rates that will not exceed the most favorable rates charged to other users of the Citrus Bowl.

2.9 Conditions Precedent.

2.9.1 The Effective Date of this Agreement shall be conditioned upon the satisfaction of each of the following conditions precedent by Team and Owners (hereafter, "Conditions Precedent"):

(a) MLS shall have awarded to the Team an MLS team to operate in the City of Orlando, Florida and Team shall have executed and be in good standing in all respects under the expansion agreement between MLS and the Team;

(b) Team and City shall have executed and delivered the Non-Relocation Agreement;

(c) Team shall have made the deposits required pursuant to Section 8(a) of the MOU;

(d) Team and Owners shall have provided City with the assurances required under Section 2.6 of this Agreement to the reasonable satisfaction of City; and

(e) All of the conditions precedent contained in Section 6.14 of the Interlocal Agreement.

To the extent that the foregoing conditions are not satisfied by June 30, 2014, City shall provide written notice of the Conditions Precedent that remain open and unsatisfied as of such date and to the extent that Owner and Team do not fulfill and satisfy all open conditions on or before October 1, 2014, then either Party may terminate this Agreement and all of the Parties' obligations hereunder upon delivery of written notice to the other Party.

2.10 Undisturbed Use. The City acknowledges and agrees that the Team, upon making the required deposits to the Capital Reserve Account required by Section 2.6.4, satisfying the Conditions Precedent specified in Section 2.9, paying the Team Event Expenses required by Section 5.1, paying the Break-Even Payment required by Section 5.2, and paying the Annual Capital Contribution Payment required by Section 5.3 and other charges provided for in this Agreement that are the Team's responsibility, and, complying at all times in all material respects with all of the Team's other covenants in this Agreement, shall have undisturbed use of the Soccer Stadium for the Permitted Uses without interference by the City or any other Person claiming through the City. To the extent that the Team advises City of any such disturbance, City shall undertake appropriate steps to address the disturbance.

ARTICLE 3

TITLE TO THE SOCCER STADIUM; TAX BENEFITS

3.1 City Ownership Interest. Subject to the terms and provisions set forth in this Agreement (including Section 3.3), and at all times during the Term, legal ownership and control of and legal title to the Soccer Stadium (including the Soccer Stadium Site) and all installations, additions, appointments, partitions, hardware, fixtures and improvements, whether temporary or permanent (except, in each case, only for (i) furniture, trade fixtures and equipment and other personal property belonging to the Team, MLS or their respective affiliates, that is properly in the Soccer Stadium pursuant to this Agreement or otherwise, and (ii) any equipment or systems, fixed or moveable, that are leased by or in the name of the Team, MLS or their respective affiliates, or to which the vendor retains legal title, placed in or upon the Soccer Stadium (including the Soccer Stadium Site), whether placed there by the City, the Team or any other Person) are and at all times shall be vested in and remain in the City. For the sake of clarity, any installations, additions, appointments, partitions, hardware, fixtures and improvements placed in or upon the Soccer Stadium (including the Soccer Stadium Site) that are (v) purchased, procured or constructed by or through the Team pursuant to the Project Construction Agreement, (w) purchased, procured or constructed by or through the Capital Reserve Account, (x) purchased, procured or constructed by the City with the City funds; (y) maintained at City's expense or (z) not within the Team Exclusive Area, shall be vested in and remain in the City. To the extent that

the Team removes any of MLS's or its affiliates' personal property from the Soccer Stadium, the Team shall be solely responsible to MLS or its affiliates for such personal property.

3.2 Team's Interest. At all times during the Term, the Team shall have legal and beneficial ownership of the Use Rights granted to the Team under this Agreement. Immediately following the last day of the Term, or upon earlier termination of this Agreement in accordance with its terms, the Use Rights granted to the Team under this Agreement shall automatically revert to the City without the necessity of any further action by either party hereunder; *provided, however,* that upon the City's request following the effective date of the reversion, the Team shall execute and deliver to the City (in a form reasonably prescribed by the City) all documents necessary to evidence such reversion in accordance with this Section 3.2.

3.3 Team's Beneficial and Tax Rights. Notwithstanding the City's legal ownership of the Soccer Stadium (including the Soccer Stadium Site) and the Team's ownership of the Use Rights, as described in Sections 3.1 and 3.2 of this Agreement, the Parties acknowledge that (a) the Team or its affiliates may pay for or provide (or cause to be provided) Team specific additions, appointments, partitions, hardware, fixtures and improvements to be placed in or upon the Soccer Stadium, whether temporary or permanent, which items shall not include those purchased, procured or constructed by or through the Team pursuant to the Project Construction Agreement or by or through the Capital Revenue Account or by the City with City funds; (b) the Team shall retain the sole beneficial and depreciable interest for tax purposes (to the extent of their respective investment and any funds arranged by them) in such items described in clause (a) above; and (c) for all income tax purposes none of the City, the County, nor any other Person (other than the Team) shall have the right to take depreciation deductions with respect to such items, or claim any other right to tax benefits arising from such items, such rights being exclusively reserved to the Team unless assigned by the Team or any such Affiliate, in whole or in part, to one or more third parties ("Team's Beneficial Rights"). For purposes of identifying the items subject to the Team's Beneficial Rights, following Substantial Completion, the Team shall cause a nationally recognized accounting, appraisal or valuation firm to prepare a schedule allocating the aggregate amount permitted under clause (b) above among items forming part of the Soccer Stadium. In no event shall such schedule include items the value of which, in the aggregate, exceeds the amount permitted by clause (b) above. Such schedule shall be delivered to the City by the Team within ten (10) days after receipt thereof by the Team; thereafter, the City shall have thirty (30) days to object to such schedule, but the City may object only if the aggregate value allocated to the Team's Beneficial Rights exceeds the amount permitted under the preceding sentence. To the extent the Parties are not able to settle any such objection raised by the City within thirty (30) days of such objection through good faith negotiations, such objection shall be settled in accordance with Article 16 before a Single Arbitrator. All remaining items not subject to the Team's Beneficial Rights as set forth on the schedule (as it may be amended pursuant to Article 16) shall be legally and beneficially owned by the City.

ARTICLE 4

TERM

4.1 Term. The term of the Team Rights and the City Rights shall be effective from and after the Effective Date. The term of the operating obligations of the Team shall commence

at 12:01 a.m. on the day (the "Commencement Date") following Substantial Completion and shall end upon completion of the thirtieth (30th) MLS Season following the Commencement Date during which time the Team shall be required to play its MLS Home Games in the Soccer Stadium (the "Initial Term" and, together with any extensions pursuant to the next sentence, the "Term") (such ending date being the "Scheduled Expiration Date"), unless extended pursuant to Section 4.3 or sooner terminated pursuant to any applicable provision of this Agreement (the Scheduled Expiration Date, as it may be so accelerated by early termination, and as it may be extended in accordance with Section 4.3, being the "Expiration Date"). Upon determining the Commencement Date, the Parties shall execute a supplement to this Agreement setting forth the Commencement Date. In the event that the Commencement Date shall occur following the start of, but prior to the conclusion of, the then-current MLS Season (such period being a "Stub Year"), the Team shall pay a pro rata portion of the Annual Capital Contribution Payment for such Stub Year, but such Stub Year shall not count in determining the expiration of the Term at the conclusion of the thirtieth (30th) MLS Season following the Commencement Date during which the Team plays its MLS Home Games at the Soccer Stadium.

4.2 Early Use. The Team shall provide the City with reasonable prior notice of the date it projects to be sixty (60) days prior to the Commencement Date. Each of the City and the Team shall then have the right (but not the obligation), subject to the terms of this Agreement, the Project Construction Agreement, Applicable Law, the reasonable requirements of the City, as operator of the Soccer Stadium and provided such Party furnishes evidence reasonably satisfactory to the other Party that all applicable insurance required under Article 10 has been obtained, remains in full force and effect, and provides coverage for such activities, to use any completed portions of the Soccer Stadium in the period between such date and the Commencement Date for move-in, stocking, employee training, Soccer Stadium "shakedown," practices of the MLS Team, use of the Team Exclusive Areas (as applicable), or City Exclusive Areas and Other User Exclusive Areas (as applicable), and other customary pre-opening activities.

4.3 Option to Extend Term. The Team shall have the right (but not the obligation) to extend the Term and the Scheduled Expiration Date on the same terms and conditions set forth in this Agreement for one (1) five (5) Contract Year period (if exercised, the "Renewal Term"); provided, that upon exercise of the Renewal Term right, (i) all references in this Agreement to the "Term" or the "Scheduled Expiration Date" shall mean the Term or Scheduled Expiration Date as so extended by five (5) Contract Years and (ii) the Break-Even Payment and Team Event Expense payments during the Renewal Term shall remain the same as during the Term and shall be as set forth in Sections 5.1 and 5.2, respectively. The Team may exercise its right to the Renewal Term by delivering to the City a written notice of such exercise on or before the date that is twelve (12) months prior to the then Scheduled Expiration Date. The Team's exercise of its right to the Renewal Term shall not obligate it to remain a user of the Soccer Stadium beyond the end of the Renewal Term. Notwithstanding the foregoing, if the Team does not exercise its right to extend the Term by the dates and in the manner provided in this Section 4.3, such right of extension shall nevertheless continue in full force and effect, shall not lapse and may be exercised by the Team until fifteen (15) days after the Team has received written notice from the City that such deadline has passed and that the City has not received such notice. Notwithstanding the foregoing, if the Team has advised the City in writing of its intention not to exercise its right to extend the Term on or before the dates set forth in this Section 4.3, then such

right of extension shall lapse and terminate upon the City's receipt of such notice of intent. The City shall not negotiate or enter into any use agreement or other agreement or arrangement with any Person other than the Team with respect to the Renewal Term (or any portion thereof) that would, if the Team exercised its right to extend the Term for the Renewal Term, impair or otherwise interfere with any of the Team's rights or the performance of any of the Team's obligations under this Agreement, unless and until the Team (i) notifies the City in writing that it has elected not to exercise its right to extend the Term for the Renewal Term or (ii) fails to exercise such right within the fifteen (15) day period referred to in the fourth sentence of this Section 4.3. When the commencement date of the Renewal Term is established in accordance with this Section 4.3, the Parties shall execute a supplement to this Agreement evidencing such commencement date and the Scheduled Expiration Date of the Renewal Term.

ARTICLE 5

PAYMENTS

5.1 Team Event Expenses. Within four (4) Business Days following any Team Event, the City will provide the Team a settlement statement showing all Facility Fees (as set forth in Section 7.4.2), Team Event Expenses (as set forth in Section 7.5.2) and any Team Event Revenues in the possession of the City or its Contractors or agents. The Team shall sign the settlement agreement acknowledgment and shall pay to the City all Team Event Expenses invoiced in the settlement agreement within four (4) Business Days of receipt of the settlement statement. If Team Event Revenue for such Team Event that is in the possession of City or its Contractors or agents exceeds Team Event Expenses, then the City will remit the difference to the Team within four (4) Business Days of the later of: (i) the City's receipt of any Team Event Revenue for such Team Event from City's Contractors or agents or (ii) the City's receipt of the settlement statement acknowledgment. If the Team disputes the amount of the settlement statement, the Team shall note the dispute on the settlement statement, and all amounts, whether disputed or undisputed, shall be paid within the time frames of this Section and not withheld; *provided, however*, the Team may dispute all or any portion of any settlement statement pursuant to Section 5.7.

5.2 Break-Even Payment. If the City's Soccer Stadium-Related Operating Expenses exceed City's Soccer Stadium Related Operating Revenues for any Contract Year (including the Renewal Term, if applicable, and any Stub Year) (the "City's Soccer Stadium-Related Operating Shortfall"), the Team shall pay the City for any revenue shortfall, including any disputed or undisputed portion thereof, within thirty (30) days of the receipt of an invoice from the City (such payment, if applicable, shall be referred to as the "Break-Even Payment"). The Team shall provide the City with a letter of credit or other financial guarantee acceptable to the City to secure the on-going Break-Even Payments. For clarity, both Team and City agree upon the principle that the Break-Even Payment is to ensure that the City's Soccer Stadium-related budget shall equal zero dollars (\$0.00) each year of the Term. The Break-Even Payment will be calculated at the conclusion of each Contract Year and an invoice with sufficient detail to indicate the determination of the Break-Even Payment shall be sent to Team by the City within sixty (60) days following the conclusion of each Contract Year.

5.2.1 The term "City's Soccer Stadium-Related Operating Revenues" shall mean all revenues derived by or on behalf of the City related to the ownership and Soccer Stadium Management of the Soccer Stadium during the applicable Contract Year, excluding any revenues derived by or collected by or on behalf of the City related to (i) any Opt-Out Events, (ii) Capital Improvements, Capital Repairs, Casualty Repair Work and contributions to the Capital Reserve Account (including, but not limited to, the Annual Capital Contribution Payment), (iii) any Facility Fees, (iv) proceeds of claims made upon insurance policies maintained by City pursuant to this Agreement, except to the extent such proceeds directly reimburse City for an expense item that City has included as a City's Soccer Stadium-Related Operating Expense, and (v) parking revenues, unless derived from parking spaces available on the Soccer Stadium Site. For the sake of clarity, Team Revenues and revenues attributable to Other Events in the possession of City to which the City is not entitled to retain that have not yet been settled and distributed to the Person entitled to such revenues shall not be deemed part of City's Soccer Stadium-Related Operating Revenue. The term "City's Soccer Stadium-Related Operating Expenses" shall mean the Soccer Stadium-related operating expenses incurred by City in connection with its performance of its Soccer Stadium Management responsibilities under this Agreement, which shall include, without limitation, all of the City's liabilities and direct out-of-pocket expenses paid to third parties (including payments to Team, any Team employee or any Team affiliate) that arise from or are related to the City's conduct of any Event at the Soccer Stadium, excluding (a) Team Event Expenses to the extent such expenses are actually paid by Team, (b) expenses arising out of Opt-Out Events, (c) the costs of Capital Improvements, Capital Repairs, Casualty Repair Work and expenses paid out of the Capital Reserve Account, (d) parking expenses related to parking spaces not located on the Soccer Stadium Site, and (e) any expenses for which the City indemnifies the Team hereunder. The City's Soccer Stadium-Related Operating Expenses will include but not be limited to the following operating expenses of the City related to the Soccer Stadium: Administrative Expenses, Maintenance, repairs and general cleaning (each, to the extent not otherwise included in Administrative Expenses and to the extent not paid for out of the Capital Reserve Account in accordance with Article 8), City Property Insurance premiums, Twenty-Four (24) Hour Security (excluding expenses associated with City's Orlando Venues Department central security command center and expenses otherwise included in Administrative Expenses), direct expenses for maintenance of computer and other network systems located at and directly related to the Soccer Stadium (provided that the City shall use its best efforts (at no charge or commercial loss to the City) to ensure that the City's computer and other network systems do not unreasonably interfere with the operation of the Team's computer and network systems at the Soccer Stadium), any direct expenses incurred by the City specifically for the Soccer Stadium (including City Property Insurance costs as provided in Article 10, non-Event personnel, staffing and labor costs (*i.e.*, not shared with other venues), each to the extent not otherwise included in Administrative Expenses), utilities and the Sales Tax Shortfall Reimbursement.

5.2.2 The term "Administrative Expenses" shall mean, for any Contract Year (including the Renewal Term, if applicable, and any Stub Year, provided that in the case of a Stub Year Administrative Expenses will constitute the pro rata portion of the fees set forth below), (i) an annual base administrative fee of \$550,000 for the City's Orlando Venues Department to provide certain services in compliance with the Quality Operating Standard including: (1) management operations (including all staff salaries and expenses for executives, finance, marketing, maintenance and related personnel), (2) personnel employed by the City or

the City's Orlando Venues Department that perform Maintenance or other services related to the Soccer Stadium, (3) security command services (including operation of Amway Center command services, etc.), (4) the City's Orlando Venues Department Division Manager (including salaries and expenses related to the person generally assigned to oversee venue operations at all of the City's Orlando Venues Department facilities, any Assistant Division Manager(s) assigned by the City's Orlando Venues Department to oversee Soccer Stadium operations and any administrative and support staff and expenses related to the forgoing) and (5) box office management (including salaries and expenses related to the manager and assistant manager of the City's Orlando Venues Department's box offices), which fee shall increase at the rate of two and one-half percent (2.5%) annually thereafter on the anniversary of the Commencement Date (the "Base Administrative Fee"), plus (ii) the lesser of (a) twenty-five percent (25%) of the annual general administrative fee directly charged by the City to the City's Orlando Venues Department, such fee to be calculated in accordance with a formula determined for the City by the City's external audit provider in connection with the conduct of the City's annual audit, that is generally applicable to all City departments (the "City Administrative Fee") or (b) the amount of the City Administrative Fee directly allocable to the Soccer Stadium. For the avoidance of doubt, for purposes of determining whether the amount described in subsection (ii)(a) or the amount described in subsection (ii)(b) of the preceding sentence is the lesser amount, the City shall calculate and notify the Team of the amount of the City Administrative Fee directly allocable to the Soccer Stadium for each Contract Year (including the Renewal Term, if applicable, and Stub Year). Services contemplated by this Section 5.2.2 to be deemed Administrative Expenses, including Maintenance services to be performed by the City's Orlando Venues Department, shall only be included in the calculation of the City's Soccer Stadium-Related Operating Expenses as a portion of the Administrative Expenses. If the nature of the Maintenance is of the type that the City's or the City's Orlando Venue Department personnel cannot perform certain Maintenance, including, without limitation, because of lack of sufficient manpower to perform such Maintenance (which lack of manpower exists at current staffing levels at the City's Orlando Venues Department and does not result from a substantial change in staffing at the City's Orlando Venues Department), because of the expertise required to perform such Maintenance, because such Maintenance is deemed unsafe, dangerous or unreasonably difficult to perform, then any such Maintenance performed by Contractors or other personnel who are not employed by the City or the City's Orlando Venue Department shall not be treated as a portion of the Administrative Expenses but shall be included in the total calculation of the City's Soccer Stadium-Related Operating Expenses. For the sake of clarity, Administrative Expenses are for resources shared among the various facilities managed by the Orlando Venues Department. Prior to commencing any change in the scope of the services provided by Orlando Venues Department contemplated by this Section 5.2.2 that are deemed Administrative Expenses, the City shall provide the Team with Team Consultation Rights relating to such change and the City shall reasonably determine how to most efficiently and cost-effectively implement and changes to the scope of such services.

5.2.3 "Opt-Out Events" shall mean any City Promoted Event to be held at the Soccer Stadium that, following notice by the City to the Team of such Other Event (such notice to be provided by the City on or before the tenth (10th) day prior to such Other Event), the Team has elected to be treated as follows: (i) the Event revenues for such Opt-Out Event will become the exclusive property of the City, will not be deemed or treated as the City's Soccer Stadium-Related Operating Revenues and shall not factor in the determination of the City's Soccer

Stadium-Related Operating Shortfall and the Break-Even Payment calculation; (ii) the Event expenses for such Opt-Out Event will become the exclusive liability of the City, will not be deemed or treated as City's Soccer Stadium-Related Operating Expenses and shall not factor in the determination of City's Soccer Stadium-Related Operating Shortfall and the Break-Even Payment calculation; and (iii) Team's Suite licensees shall have no right to occupy their respective licensed Suites for such Opt-Out Events unless City shall have procured use rights for the Suites for such licensees as provided in Section 6.7, in which case such licensees shall have a right of first refusal to purchase tickets to such Opt-Out Events. To elect Opt-Out Event treatment, the Team shall provide written notice of opt-out to the City no later than five (5) Business Days prior to such Other Event to be held at the Soccer Stadium. The Team may not elect Opt-Out Event treatment with respect to any Team Event or any Other Event for which the Team or one of its affiliates shall be the promoter for such Other Event (whether in conjunction with City or otherwise). If the City requests that the Team provide some or all of the Soccer Stadium Key Personnel for the Opt-Out Event, the City shall, within four (4) Business Days following the conclusion of such Opt-Out Event, pay to the Team an amount equal to the expenses incurred by Team in connection with the use of Soccer Stadium Key Personnel for such Opt-Out Event ("Team Opt-Out Event Expenses") (which shall not exceed the rates for such Soccer Stadium Key Personnel established in the annual Agreed Staffing Rate Structure), and such Team Opt-Out Event Expenses shall not constitute part of the City's Soccer Stadium-Related Operating Expenses.

5.2.4 The Parties acknowledge and agree that at the commencement of each Contract Year, (i) the City shall determine (a) a rate structure for staff for Events, including, without limitation, ushers, ticket-takers, security, police, emergency medical technicians and similar personnel, cleaning attendants (porters and matrons), janitorial, pre-event and post-event cleanings, janitorial, box office staff, switchboard operator(s), facilities and systems operators, traffic engineering personnel, supervisors of key "back of house" functions and other personnel necessary or advisable for the conduct of Events and (b) staffing levels at various projected Event attendance levels for Events at the Soccer Stadium and (ii) the Team shall determine (i) a rate structure for Key Personnel for Events, including Premium Seating Staff, LED and videoboard operators, public address announcers, music directors, supervisors of key "front of house" functions for Premium Seating, scorers, statisticians, timekeepers and Pitch maintenance personnel (including Head Groundskeeper) and (ii) Key Personnel staffing levels at various projected Event attendance levels for Events at the Soccer Stadium (collectively, the "Agreed Staffing Rate Structure"). In determining the Agreed Staffing Rate Structure for City's personnel, the City shall provide Team Consultation Rights and, in determining the Agreed Staffing Rate Structure for Key Personnel, Team shall provide City with comparable consultation rights. In connection with these determinations, the Parties shall consider the market rate for event staff at similar sports facilities in the Orlando, Florida area and other personnel requirements or criteria applicable to Events at the Soccer Stadium, including with due application of the Quality Operating Standard.

5.3 Annual Capital Contribution Payment. Throughout the Term of this Agreement, the Team shall make an annual payment of six hundred seventy-five thousand dollars (\$675,000) to the City beginning December 31, 2015 and continuing each December 31st for the twenty-four (24) years thereafter, including, without limitation, at all times during the existence of a Casualty or a Major Untenable Condition ("Annual Capital Contribution Payment"). It is

expected that this Annual Capital Contribution Payment shall be derived from Team revenue sources, but the annual payment is not contingent on the Team's receipt of any specific revenue source. The Team shall provide the City with a letter of credit or other financial guarantee acceptable to the City that satisfies or exceeds the criteria for such deliveries as described on Schedule 2.6.2 to secure the on-going payment of the Annual Capital Contribution Payment. The Annual Capital Contribution Payment represents a commitment by the Team that is part of its contribution to the costs of construction of the Soccer Stadium and, hence, this commitment will continue until it is paid in full. The City will capitalize this payment into a ten million dollar (\$10,000,000) contribution for the purpose of constructing the Soccer Stadium. In the alternative, the Team may elect to make its contribution in accordance with the contribution table set forth on Exhibit H, and upon payment to the City of this contribution, the Team shall have no further obligation to pay the Annual Capital Contribution Payment.

5.4 Reimbursement of Sales Tax Annual Shortfall, Sales Tax Aggregate Shortfall and Sales Tax Non-Relocation Default Shortfall.

5.4.1 In the event that City receives distributions from the State of Florida pursuant to the Sales Tax Rebate Statutes and Regulations, which distributions are used to fund or finance the construction and development of any portion of the Soccer Stadium then, to the extent that a Sales Tax Annual Shortfall shall exist, Team covenants and agrees that it shall increase the face amount of the Letter of Credit by an amount determined in accordance with Section 20.12.4 and it shall deliver such increased Letter of Credit to City in accordance with the requirements such of section.

5.4.2 In the event that City receives distributions from the State of Florida pursuant to the Sales Tax Rebate Statutes and Regulations, which distributions are used to fund or finance the construction and development of any portion of the Soccer Stadium then, to the extent that a Sales Tax Aggregate Shortfall shall exist after all the distributions of State Funds have been made to City in respect of the construction and development of the Soccer Stadium, Team covenants and agrees that it shall pay the Sales Tax Aggregate Shortfall to the State of Florida in accordance with the requirements of Section 20.12.3 of this Agreement.

5.4.3 Team acknowledges that the Non-Relocation Agreement requires and Team covenants that it shall pay to the State of Florida an amount equal to the Sales Tax Non-Relocation Default Shortfall following the occurrence of a Non-Relocation Default in accordance with the requirements of Section 20.19 of this Agreement.

5.5 Interest. All undisputed payments due hereunder not paid by the Team to the City on the applicable due date shall accrue interest at the Interest Rate until such amounts are paid in full.

5.6 Audit Rights. The City shall keep books and records in accordance with generally accepted accounting principles in the United States, consistently applied, and relating to the determination and calculation of City's Soccer Stadium-Related Operating Revenues and the City's Soccer Stadium-Related Operating Expenses and shall retain such records for not less than thirty-six (36) months. Upon reasonable prior notice, the City hereby agrees to make available for the Team and its authorized representatives, for inspection, examination and audit during

normal business hours and for a reasonable number of days, those portions of its books and records that relate to the City's Soccer Stadium-Related Operating Revenues and the City's Soccer Stadium-Related Operating Expenses and Facility Fees; *provided, however*, that the Team shall have the right, at its sole cost and expense, to conduct such inspection, examination and audit no more than once each Contract Year and only with respect to the preceding three (3) Contract Years. Such audit shall be commenced no sooner than sixty (60) days and shall be completed no later than one hundred eighty (180) days after the end of each Contract Year. If the Team shall fail to commence and complete such audit within such period it shall be deemed to have accepted all calculation of the City with respect to such Contract Year. Such records subject to review by the Team hereunder may include, to the extent applicable to City's determination and calculation of City's Soccer Stadium-Related Operating Revenues and the City's Soccer Stadium-Related Operating Expenses, accounting records, written policies and procedures; contract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; estimating work sheets; contract amendments; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. If the Team does timely commence and complete such audit and the Team reasonably believes that the amount of the City's Soccer Stadium-Related Operating Revenues and the City's Soccer Stadium-Related Operating Expenses for any Contract Year is incorrect, the Team shall so notify the City no later than three hundred sixty five (365) days following the end of the applicable Contract Year. The Team's notice shall specify the amount(s) of the City's Soccer Stadium-Related Operating Revenues and/or the City's Soccer Stadium-Related Operating Expenses that the Team reasonably believes were incorrect and, in reasonable detail, the basis for the Team's belief. If the City and the Team are unable to resolve the matter within the immediately succeeding sixty (60) day period, either Party may submit the matter to Arbitration in accordance with the provisions of Article 16. In the event the Arbitration Panel determines that there has been an error in the calculation of the Break-Event Payment, the Parties shall promptly reconcile such error by making prompt payment to the other Party as determined by Arbitration and, if the Arbitration Panel determines that there has been an error in the calculation of the Break-Event Payment that resulted in the Team overpaying the City an amount equal to \$35,000 or more, then the City shall be responsible to reimburse the Team for one hundred percent (100%) of its aggregate third-party expenses actually incurred in connection with such audit and Arbitration, and will provide City with reasonably satisfactory evidence of such expenses, including, but not limited to, all invoices from such third parties. All payments under the preceding sentence shall be accompanied by interest from the date such amounts were paid or should have been paid at the Interest Rate.

5.7 Payment Disputes. If either Party (the "Disputing Party") disputes any amount purported to be owed pursuant to this Article 5 (including, for the avoidance of doubt, any amount purported to be owed (i) by the Team to the City under Sections 5.1 and 5.2 that the Team disputes (including due to the City's alleged failure to operate the Soccer Stadium in accordance with the Quality Operating Standard), or (ii) by the City to the Team under Sections 5.1 and 5.2), then the other Party (the "Non-Disputing Party") shall, on or before the fifteenth (15th) day following the receipt of notice of such dispute, provide the Disputing Party with a statement detailing the Non-Disputing Party's calculation of the disputed amount. Within a reasonable time following the receipt of such statement, the Disputing Party shall deliver to the

Non-Disputing Party a specific description of the basis of the dispute and the Parties shall work together in good faith to resolve the dispute. If the Parties are unable to resolve the dispute within thirty (30) days of the initial notice of such dispute, then, at any time thereafter, either Party may submit disputed or unresolved matters for Arbitration pursuant to AAA's Expedited Procedures. For the sake of clarity, the Team may not dispute or otherwise take to Arbitration any expense or revenue under this Agreement if such expense or revenue (as applicable) is not (i) included as a City's Soccer Stadium-Related Operating Expense or as City's Soccer Stadium-Related Operating Revenue, as applicable, (ii) subject to the settlement of Team Event Expenses pursuant to Section 5.1, or (iii) subject to the settlement of expenses of an Other User affiliated with the Team in accordance with the Team's exercise of its rights under Section 7.6.3 of this Agreement

ARTICLE 6

PERMITTED USES; REVENUE RIGHTS

6.1 Permitted Uses. Without limiting any other grant of rights set forth in this Agreement, the Team shall, subject to the terms and conditions of this Agreement (including the scheduling provisions set forth in Section 6.3), have the right to use (and to subcontract the right to use in accordance with this Agreement) the Soccer Stadium for any of the following purposes (the "Permitted Uses"):

6.1.1 During Team Use Periods, the operation of the MLS Team, including the playing, exhibition, presentation, marketing and broadcasting (or other transmission) of MLS Home Games and other Team Events;

6.1.2 During Team Use Periods, the sale of Concessions within the Soccer Stadium;

6.1.3 During Team Use Periods, the sale of Retail Goods, whether in fixed locations or kiosks, carts and similar movable or temporary retail facilities (except that at all other times, including during Other Events, the Team may operate the Team Store but, unless otherwise agreed to by the Parties, may not sell Retail Goods from kiosks, carts or similar movable or temporary retail facilities);

6.1.4 On all days in each Contract Year, conducting day-to-day business operations in the Team Exclusive Areas within the Soccer Stadium and other games, activities and events related thereto in the Team Exclusive Areas, including training, practices and exhibitions, promotional activities and events, community and public relations events, and all other activities related to the operation of the MLS Team;

6.1.5 During Team Use Periods, operation of the Team-owned or -operated studio and related facilities (if any) for radio, television and other broadcast and entertainment media, including support and production facilities, transmission equipment, antennas and related facilities; *provided, however*, that (x) the City retains the exclusive right to license or otherwise contract regarding the use of space at the Soccer Stadium to any other Person, the rental payments from which shall be included in City's Soccer Stadium-Related Operating Revenues,

except that City may not lease space at the Soccer Stadium to any Person, unless such Person has been approved by Team, which approval shall not be unreasonably withheld; and (y) on Other Event Dates where the City has contracted with Other Users, the Team shall cause the Soccer Stadium Key Personnel to operate such facilities for the benefit (and at the expense) of such Other User.

6.1.6 On all days in each Contract Year, subject to Applicable Law and the provisions of Section 6.4.3, installation, operation, display and exploitation of (i) any permanent, fixed Signage or other permanent, fixed Advertising on the interior, exterior or any other portion of the Soccer Stadium (including, for the avoidance of doubt, outside the Soccer Stadium on the Soccer Stadium Site) as the Team deems necessary or desirable; (ii) all Temporary Advertising Signage or other temporary Advertising, whether internal or external for all MLS Home Games and other Team Events; and (iii) at least fifty percent (50%) of all Temporary Advertising Signage, whether internal or external, for all Other Events. The City shall have the exclusive right to use fifty percent (50%) of all Temporary Advertising Signage, whether internal or external, for all Other Events, provided that the use by the City of the foregoing Signage shall be limited to (x) use by a sponsor of any Other Event, including advertising uses, if the Other Event is part of a multi-city tour or if the provision of Advertising (including such Temporary Advertising Signage) to such sponsor is a condition to booking such Other Event at the Soccer Stadium including, without limitation, for Excluded Events; (y) promoting upcoming Events (provided such promotion does not materially interfere with the Team's Advertising Rights), and/or (z) use by third party sponsors of Other Events provided that there is no conflict with a Prime Sponsor identified to the City as provided in this Agreement, unless Team or City shall otherwise agree (the "City Event Promotion Right"). Notwithstanding anything to the contrary herein, except with respect to Excluded Events for which it is industry standard to restrict the rights of a venue's major sponsor(s) (provided that City will use reasonable efforts not to cover up any Signage at the Soccer Stadium during an Excluded Event), the City shall not grant any Person the right to sell any Advertising to any Person that has substantial revenues derived from a business division that is within the exclusive category of such Prime Sponsor without the prior written consent of the Team. The Team acknowledges and agrees that it shall offer a reasonable amount of all unsold Temporary Advertising Signage for Team Events to the City not later than four (4) Business Days prior to such Team Event to promote upcoming Team Events and/or Other Events at the Soccer Stadium. In complying with this covenant, the Parties shall be guided by the terms of Section 6.5.5 of this Agreement. The Parties acknowledge and agree that no Prime Sponsor designation shall require the City to void or otherwise terminate any agreement entered into by City and any third party(ies) prior to the designation of a (new) Prime Sponsor.

6.1.7 On all days in each Contract Year, storage of maintenance equipment, supplies and merchandise used in connection with the operation of the MLS Team or any other Permitted Uses, including Soccer Equipment, in each case, in the Team Exclusive Areas;

6.1.8 Use and enjoyment of the other rights granted to the Team under Section 6.4 of this Agreement; and

6.1.9 Any other use reasonably necessary for the proper presentation of Team Events or, in the Team Exclusive Areas, ancillary or related to the operation of the Team.

6.1.10 Non-exclusive use and right to exploit the Soccer Stadium intellectual property consisting of the image depictions, likeness and other intellectual property, if any, of the Soccer Stadium (collectively, the "Soccer Stadium Intellectual Property") pursuant to a royalty free license in the form attached hereto as Exhibit E (the "Intellectual Property License Agreement").

6.2 Compliance with Applicable Laws.

6.2.1 Team Compliance. The Team shall comply (or require compliance) in all material respects with all Applicable Laws relating to any uses, activities or operations conducted by the Team at the Soccer Stadium, including in connection with the exercise of all Permitted Uses. The Team shall have the right, however, to contest the validity or application of any Applicable Law by appropriate proceedings, but shall not be excused from compliance with Applicable Laws during the pendency of any such contest proceedings unless a court or Arbitrator shall stay or enjoin the enforcement or application of such Applicable Law. The Team shall not be obligated by the City to comply with any Applicable Law relating to the Soccer Stadium if such compliance is the responsibility of the County or the City under any of the Transaction Documents; however, the Team shall provide reasonable cooperation (but shall not be obligated to incur any expense) with respect to the City's or the County's compliance with Applicable Law under any of the Transaction Documents, to the extent that such compliance is within the Team's control. Team acknowledges and agrees that compliance with the Sales Tax Rebate Statutes and Regulations is within the Team's control and Team covenants to comply in all material respects with the Sales Tax Rebate Statutes and Regulations.

6.2.2 City Compliance. The City shall comply (or require compliance) in all material respects with all Applicable Laws relating to (a) its ownership of the Soccer Stadium, and (b) any uses, activities or operations conducted by the City or any User (provided such User is at the Soccer Stadium pursuant to a valid license, sublicense or other similar grant of use by the City) at the Soccer Stadium. Notwithstanding the foregoing, the City shall have no liability hereunder for the failure of Other Users deriving their rights by or through the City (excluding affiliates of the City) to comply with Applicable Laws, *provided, however*, the City shall use reasonable efforts to require such compliance. The City shall have the right, however, to contest the validity or application of any Applicable Law by appropriate proceedings, but shall not be excused from its compliance with Applicable Laws during the pendency of any such contest proceedings unless a court shall stay or enjoin the enforcement or application of such Applicable Law. The City shall not be obligated to comply with any Applicable Law relating to the Soccer Stadium if such compliance is the responsibility of the Team under any of the Transaction Documents (including the Team's obligation to comply with Applicable Laws in its design, construction and development of the Soccer Stadium); *however*, the City shall provide reasonable cooperation (but shall not be obligated to incur any expense) with respect to the Team's compliance with Applicable Laws to the extent that such compliance is within the City's control.

6.3 Scheduling of Team Events.

6.3.1 MLS Home Games, Other Team Games and Team Practices. The Team shall have absolute priority to use the Soccer Stadium on all dates on which MLS Home Games,

Other Team Games or practices of teams participating in MLS Home Games or Other Team Games, which practices shall not exceed two and one-half (2.5) hours per team, on the day preceding an MLS Home Game or Other Team Game ("Team Practices") have been (a) scheduled or (b) rescheduled pursuant to Section 2.8 or Section 17.2. The Team shall also have the right to reserve, on or before October 1st of each Contract Year, for the scheduling of MLS Home Games and Team Practices on the day preceding an MLS Home Game, in compliance with MLS Rules and Regulations no more than sixty (60) dates selected by the Team for each MLS Season (the "MLS Home Game Reserved Dates"). The Team shall advise the City in writing, not later than five (5) Business Days following its receipt of its MLS Season schedule, and in no event later than thirty (30) days prior to the commencement of the MLS Season, of (i) all dates on which Team's MLS Home Games have been scheduled and the day preceding an MLS Home Game for such Team Practice to be held by each team at the Soccer Stadium prior to and in connection with each MLS Home Game, and (ii) any dates that are no longer required to be held as MLS Home Game Reserved Dates. Subject to the provisions set forth in Section 2.3, the City shall not schedule any Other Event or any other activity in the Soccer Stadium on an MLS Home Game Reserved Date. The City acknowledges that MLS Rules and Regulations may require reservation of significant blocks of dates to accommodate league scheduling, including playoffs and weekends. In addition, with respect to playoff MLS Home Games, the City shall, following consultation with the Team, reserve for the Team all necessary dates for such playoff MLS Home Games under MLS Rules and Regulations commencing immediately following the conclusion of the regular scheduled portion of the MLS Season and continuing through the conclusion of the MLS's scheduled playoff period ("MLS Playoff Period"). As soon as the Team has been mathematically eliminated from participation in playoff MLS Home Games, the City shall be free to release all MLS Home Games Reserved Dates within the MLS Playoff Period for that Contract Year. If the City has scheduled an Other Event at the Soccer Stadium in compliance with the scheduling procedures outlined in this Agreement, then the Team agrees that the City shall have no obligation to cancel or reschedule such Other Event upon any request by the Team or the MLS, but shall use commercially reasonable efforts to assist the Team in relocating its game or acquiring that date from the promoter of such Other Event at the Team's sole cost and expense. If the City schedules an Other Event on the same date and during the same time period as a Team Practice, the City shall use reasonable efforts to ensure views to the Pitch are restricted such that Other Users are not reasonably able to see the Pitch during such Team Practice.

6.3.2 Other Team Events. During each Contract Year, the Team also shall have the right to use the Soccer Stadium in accordance with this Agreement for Other Team Events, including Team Practices. If the Team wishes to reserve a date for an Other Team Event (unless rejected by the City in accordance with this Section 6.3.2, an "Other Team Event Reserved Date" and together with MLS Home Game Reserved Dates, "Team Reserved Dates"), the Team generally shall deliver to the City a written notice requesting such date no earlier than sixty (60) days prior to such proposed Other Team Event Reserved Date; except that with respect to five (5) Other Team Events in any Contract Year, the Team may deliver written notice no earlier than one hundred eighty (180) days prior to such five (5) proposed Other Team Event Reserved Dates (such Other Team Event Reserved Dates, "Advance Other Team Event Reserved Dates"). For the avoidance of doubt, the scheduling of Team Practices related to MLS Home Games in accordance with Section 6.3.1 shall not constitute Advance Other Team Event Reserved Dates. Such notice shall set forth the requested Other Team Event Reserved Date(s)

and shall identify in reasonable detail the nature of the event, the expected attendance, and any other information reasonably necessary for the City to perform its duties under this Agreement. The Team may update the content of such notice from time to time upon becoming aware of any material changes in the information previously given and any additional material information of the type described above that was not previously delivered to the City. The City shall have the right to refuse to schedule any proposed Other Team Event only if (i) the date requested is the date of a previously scheduled Other Event, (ii) the Other Team Event would interfere with the timely and proper restoration of the Soccer Stadium in time for any Other Event that the City scheduled prior to its receipt of such notice from the Team seeking to schedule the Other Team Event, (iii) the requested date is more than sixty (60) days later than the date of the notice, or (iv) the proposed Other Team Event is not a permissible Other Team Event. If an Advance Other Team Event Reserved Date is reserved in accordance with this Section 6.3.2, it shall count as an Advance Other Team Event Reserved Date whether or not such Other Team Event is actually held. For purposes of this Section 6.3.2, an Other Team Event is not permissible if such event would be lewd or lascivious in nature, promote illegal activity, or could reasonably be considered damaging to the City's reputation.

6.3.3 The Team shall have the right to reserve certain limited areas of the Soccer Stadium outside of the Team Exclusive Areas for the Team Practices, media events of the Team or other similar events by notice given to the City as provided in Section 6.3.2 if the time period that the Team wishes to reserve is not scheduled to be used for an Other Event. Any events scheduled pursuant to this Section 6.3.3 shall be deemed an Other Team Event; *provided, however*, that Team Practices shall be given scheduling priority in accordance with Section 6.3.1. The Team shall be responsible for any costs incurred by the City in connection with events held pursuant to this Section, including costs of set-up, breakdown, clean-up and other services.

6.3.4 Neither Party will schedule or conduct Other Events that are reasonably likely, as determined by the Head Groundskeeper, to damage the Pitch and/or drainage system. Each of the Parties agree that it is essential to maintain the natural grass turf Pitch in optimum playing condition for the MLS Season and accordingly, each of the Parties agree that during each MLS Season no Other Event (i) which would require additional striping of the Pitch, or (ii) which would be conducted on the Pitch within ninety-six (96) hours or less prior to an MLS Home Game or MLS Home Game Reserved Date shall be scheduled or conducted on the Pitch at the Soccer Stadium without the prior written consent of the Head Groundskeeper. For all Other Events that contemplate use of the Pitch during the MLS Season, and for the forty-five (45) day period prior to the commencement of each MLS Season, the Head Groundskeeper shall determine whether the use of the Pitch for such Other Event is reasonably likely to cause material damage to the Pitch and/or drainage system and the proponent of such Other Event must take, and bear the costs of, the measures required by the Head Groundskeeper to mitigate any potential damage to the Pitch or drainage system, including exercising good faith efforts to require an applicable Other User to make a damage deposit to secure the costs of any damage to the Pitch at such Other Event. If the City and/or the Team conducts or promotes an Other Event at the Soccer Stadium, then the applicable Party, shall use its best efforts (at no charge or commercial loss to such Party) to require contractually that the applicable Other User pay the actual costs, as established and implemented by the Head Groundskeeper, required to restore the Pitch and/or drainage system if material damage occurs to the Pitch and/or drainage system; provided, however, that if the applicable Party is unable to so require the applicable Other User

to pay such costs, or if the Other User defaults in its obligations to pay such costs, then, following the use of such Party's reasonable efforts to collect such costs from the applicable Other User (including, in the case of the City, the City consulting with the Team regarding reasonable collections, arbitration and litigation processes and providing Team Consultation Rights prior to resolving any disputes involving such Other Users' obligations to pay), then City shall pay all such costs from the Capital Reserve Account in accordance with the procedures in Article 8 and, to the extent that the Capital Reserve Account is accessed to pay such costs, such costs shall not be included in the calculation of the City's Soccer-Stadium Related Operating Expenses, if applicable.

6.4 Team Revenue Rights.

6.4.1 Subject to the exceptions set forth in Section 6.4.3 and the provisions of Section 6.6 and Section 7.4.2, at all times during the Term, the Team shall have the sole and exclusive right to exercise, license, authorize, sell and contract with respect to (and to collect, receive and retain all gross income, revenues and other consideration of every kind and description from), the following rights: (i) Suite Rights, (ii) Non-Suite Premium Seating Rights, (iii) Retail Rights as set forth in Section 6.1, (iv) Advertising Rights (except as set forth in Section 6.1.6), including with respect to the Soccer Stadium intellectual property in accordance with the Intellectual Property License Agreement, and (v) Naming Rights (collectively, the "Team Exclusive Revenue Rights").

6.4.2 The Team shall have the sole and exclusive right to exercise, license, authorize, sell and contract with respect to (and to collect, receive and retain all gross income, revenues and other consideration of every kind and description from), the following rights arising from or related to the use, occupancy or operation of the Soccer Stadium from all sources with respect to any MLS Home Game, Other Team Game and Other Team Events at the Soccer Stadium during the Term: (i) Concessions Rights (subject to Section 7.3.3), (ii) Admissions Tickets rights, (iii) Media Rights and (iv) Other Rights (collectively, the "Team Event Revenue Rights").

6.4.3 Notwithstanding Section 6.4.1, the Team Exclusive Revenue Rights shall be subject to the exceptions in favor of the City set forth in Section 6.8 hereof with respect only to Other Events.

6.5 Advertising Rights.

6.5.1 Subject to the restrictions listed below, and except for Excluded Events, the City hereby grants to the Team the exclusive right to sell and retain the revenue from (a) all Permanent Advertising Signage for all Events, (b) all Temporary Advertising Signage, for all MLS Home Games, Other Team Games and Other Team Events, and (c) fifty percent (50%) of all Temporary Advertising Signage for all Other Events. During Excluded Events, the Team's Advertising Rights may be restricted as determined by the City. but only to the extent required by the applicable promoter of such Excluded Event.

6.5.2 The City shall have the Advertising rights set forth in Section 6.1.6.

6.5.3 All Signage rights shall be subject to Applicable Law governing such Signage displays. Signage will be installed and maintained without cost to the City and will be installed only with the approval of the Executive Director of the City's Orlando Venues Department or other designee which will not be unreasonably withheld.

6.5.4 Notwithstanding the foregoing, the City may reasonably require, following consultation with the Team, and subject to Team's approval with respect to the Prime Sponsors' Signage as provided in Section 6.1.6, that all Signage be covered (a) if the display of such Signage will materially impair the City's ability to book an Excluded Event or Other Event that is part of a multi-city tour at the Soccer Stadium because the act or performer has a conflicting major sponsor, (b) due to the nature of the Event, the advertising displays are not reasonably appropriate (e.g., light-up Advertising displays at a dark concert) or allowed under Applicable Law, or (c) for a Private Event (where no tickets are sold to the general public). The Team will include this exclusion in all of its advertising agreements.

6.5.5 During Team Events, the Team will provide reasonable promotion of upcoming Other Events and their sponsors on the LED and videoboards.

6.5.6 In the event that the City receives distributions from the State of Florida pursuant to the Sales Tax Rebate Statutes and Regulations, which distributions are used to fund or finance the construction and development of any portion of the Soccer Stadium, then Team covenants and agrees that it shall be responsible for all costs associated with signage and advertising within the facility which advertising will be placed and displayed in the manner that complies with the requirements of the applicable Sales Tax Rebate Statutes and Regulations promulgated by the State of Florida in respect of this obligation.

6.6 Retail Rights. The City or its designees at all times during the Term shall have the sole and exclusive right to exercise, license, authorize, sell, contract and enter into similar agreements with respect to Retail Rights during any and all Other Events, other than at the Team Store. The City shall be entitled to one hundred percent (100%) of the net merchandise revenues earned from temporary retail space or kiosks at Other Events. The Team shall have the right to operate at its expense, or retain a concessionaire to operate, a "Team Store" within the Soccer Stadium, which may be open during times, determined by the Team in its reasonable discretion, subject to public safety and security concerns of the City. The Team also shall have the right to operate, or retain a concessionaire to operate, one or more other forms of retail of Soccer Retail Goods at the Soccer Stadium during Team Events. The Team shall be entitled to one hundred percent (100%) of (i) the net merchandise revenues earned from such stores or kiosks at Team Events, (ii) the net merchandise revenues earned from the Team Store at all times. For all Other Events, the City or the Other User may also sell Soccer Retail Goods other than apparel and merchandise associated with (i) MLS or any of their respective teams (including the Team), or (ii) any other league associated with the Team due to the Team's exercise of its rights under Section 7.6.3 of this Agreement. The City acknowledges and agrees that, in the event the City wishes to enter into any lease, license or similar agreement related to Retail Rights for any permanent retail space at the Soccer Stadium Site with a third party (a "Retail Use Agreement"), (x) the City shall provide the Team notice of such intent and a copy of any proposed Retail Use Agreement, including the final economics of terms thereof, (y) the Team shall have twenty (20) calendar days after such notice by the City to notify the City that Team elects to enter into an

agreement with the City with respect to the applicable permanent retail space on substantially similar terms to the terms of the proposed Retail Use Agreement, and (z) (1) if the Team makes such an election, the Team and the City shall work together in good faith to enter into such an agreement within ten (10) Business Days of the City's receipt of notice of election from the Team or (2) if the Team does not make such an election, the City may enter into such Retail Use Agreement; *provided, however*, that the City shall not, without the prior written consent of the Team, enter into any lease, license or similar agreement related to Retail Rights for any permanent retail space at the Soccer Stadium Site with any Person whose that has substantial revenues derived from a business division that is within the exclusive category of such Prime Sponsor. The Parties acknowledge and agree that no Prime Sponsor designation shall require the City to void or otherwise terminate any Retail Use Agreement entered into by City and any third party(ies) prior to the designation of a (new) Prime Sponsor.

6.7 Premium Seating Rights. The City hereby grants the Team the exclusive right to license the use of Premium Seats to Team Events and to market those Premium Seats for Other Events that are not Opt-Out Events or Excluded Events. The Team shall be entitled to retain one hundred percent (100%) of the net revenues from the licensing of such Premium Seating. Team shall pay all costs and expenses related to the Premium Seating, including staffing charges. All licensees of any Premium Seating shall have the right of first refusal to purchase tickets to certain Events other than Team Events; *provided, however*, the City shall have the right to prohibit the use of the Executive Suites by such licensees (i) in connection with Excluded Events whenever the use of the Premium Seating is required by the promoter of an Excluded Event in order to book the Excluded Event, (ii) in connection with any Opt-Out Event, or (iii) in connection with any Private Event. Suite licensees may be given the right to purchase admission tickets for their Executive Suite for an Excluded Event upon the consent of the promoter of such Excluded Event or Opt-Out Event and City shall use its best efforts (at no charge or commercial loss to City) to obtain such promoter consent. The City (or the Other Users designated by the City) shall have the right to retain all net revenues derived from the sale of Admissions Tickets to Other Events.

6.8 City Revenue Rights. For the avoidance of doubt, the City shall have the sole and exclusive right to collect, receive and retain all gross income, revenues and other consideration of every kind and description from the following rights in the Soccer Stadium with respect to any Other Events during the Term: (i) Concessions Rights, (ii) Admissions Tickets rights, (iii) Ticket Operations Rights (to the extent set forth in Section 7.4.1), (iv) Media Rights, (v) Advertising Rights (to the extent set forth in Section 6.5), (vi) Retail Rights (to the extent set forth in Section 6.6), and (vii) Other Rights (collectively, the "Other Event Revenue Rights"). In addition, the City shall have the right to receive all revenues in connection with the parking of automobiles, buses, recreational and other vehicles on the Soccer Stadium Site and all revenues consisting of rent, license fees, expense reimbursement and other payments from any Other User of the Soccer Stadium for Other Events. All of the foregoing revenues actually received by City shall be included in the calculation of City's Soccer Stadium-Related Operating Revenues for the purposes of this Agreement. For the sake of clarity, those claims proceeds from insurance policies maintained by the City under this Agreement applicable to the Soccer Stadium shall not be included in the calculation of City's Soccer Stadium-Related Operating Revenues for purposes of this Agreement, except to the extent such proceeds directly reimburse City for an expense item City has included as a City's Soccer Stadium-Related Operating Expense. Further, the City

shall also have the right to charge and collect a Facility Fee in accordance with Section 7.4.2 and such Facility Fee shall not be included in the calculation of City's Soccer Stadium-Related Operating Revenues for purposes of this Agreement.

6.9 Special Revenue Rights Provisions.

6.9.1 Naming Rights. Subject to City's approval (which shall not be unreasonably withheld), the Team shall have the exclusive right to sell or license the Naming Rights of the Soccer Stadium and any components thereof and to retain one hundred percent (100%) of all revenues therefrom. For the duration of the Term, the cost of all expenses related to the fulfillment of the Naming Rights and for the Naming Rights Sponsor Signage including cleaning, maintenance and repair shall be the sole responsibility of the Team to the extent it is not otherwise covered by the initial construction budget. If the Team negotiates a new Naming Rights deal during the Term, it shall pay or cause its sponsor to pay for any costs associated with the name change including, but not limited to, removal of prior signage, signage and uniform replacement or updating as applicable. The City shall use exclusively, and shall require any third party authorized to use the Soccer Stadium to use exclusively, the name given to the Soccer Stadium in all communications and media. The Team shall, in any agreement relating to the sale of Naming Rights, ensure that such agreement grants the City all necessary rights or permissions to use the name given to the Soccer Stadium, as well as any marks related thereto, in connection with the City's Soccer Stadium Management rights and operational rights, including use in all communications, tickets, media and collateral materials. The Team shall not permit any name to be given to the Soccer Stadium that (i) could reasonably be expected to cause embarrassment to the City (such as names containing slang, barbarisms or profanity), or (ii) is related or refers to any sexually-oriented subject matter, business, or enterprise or any firearms or tobacco company.

6.9.2 RESERVED

6.9.3 Media Rights. Subject to any rights retained by the MLS under the MLS Rules and Regulations, the Team will own all of the rights and revenues relating to all radio, television, Internet and other forms of transmission of verbal and visual descriptions of its Team Events and will have the exclusive right to take, or permit others to take, motion pictures of Team Events and retain all related revenues. The City (or its designee) shall have similar media rights with respect to Other Events. Any revenues received by the City (or its designee) related to any media agreement related to Other Events (except Opt-Out Events) shall be included in the calculation of City's Soccer Stadium-Related Operating Revenues for purposes of this Agreement.

6.9.4 City and County Suites. During the Term, the Team shall furnish to each of the City and the County, for no license fee therefor, equivalent Suites, equal in size, seating capacity and position within the Soccer Stadium (which shall include tickets to all Team Events, if any, and all of the other rights and benefits included in the standard Suite license agreement provided to other Suite licensees). Each of the City and the County shall be responsible to pay, with respect to such Suites, the cost of food, beverage, waiter and attendant service and other variable costs typically paid separately by Suite licensees, and shall hold the Team harmless to the same extent as other Suite licensees for damage to (and other events or occurrences with respect to) such Suites and the conduct of invitees to such Suites.

Notwithstanding anything in this Agreement to the contrary, any food beverage, waiter and attendant service and other variable costs typically paid separately by Suite licensees incurred by the City invitees or the County invitees related to such Suites shall be excluded from the calculation of City's Soccer Stadium-Related Operating Expenses for purposes of this Agreement.

ARTICLE 7

OPERATIONS, MANAGEMENT AND MAINTENANCE

7.1 Soccer Stadium Management. During the Term, the City shall have the exclusive right and responsibility to manage, coordinate, control and supervise the conduct and operation of the business and affairs pertaining to or necessary for the operation, management, and Maintenance of the Soccer Stadium on a twenty-four (24) hour per day, year-round basis, subject to the terms and provisions of this Agreement (collectively, "Soccer Stadium Management"). The City shall have such Soccer Stadium Management rights, responsibilities and obligations, and shall provide, perform and take (or cause to be provided, performed or taken) all such Soccer Stadium Management services and actions, as may be necessary to Maintain and to operate the Soccer Stadium in accordance with the Quality Operating Standard. In its performance of Soccer Stadium Management, the City shall provide the Team with the Team Consultation Rights set forth in Section 7.8. The City's Soccer Stadium Management responsibilities shall include the following:

7.1.1 Subject to Section 6.3, scheduling, contracting for, marketing and promoting Other Events;

7.1.2 Providing staff and personnel for the function and operation of the Soccer Stadium, except for the employment and management of Premium Seating Staff and Pitch maintenance personnel (both of which shall be the responsibility of Team);

7.1.3 Subject to Section 6.7 and the last sentence of Section 7.3, selling, marketing and establishing the prices, rates, rentals, fees or other charges for goods, services or rights available at or with respect to the Soccer Stadium, except for the sale, marketing and pricing of all items included in the Team Exclusive Revenue Rights or the Team Event Revenue Rights;

7.1.4 Supplying all materials and supplies regularly used and consumed in the operation of the Soccer Stadium;

7.1.5 Entering into contracts for utilities, equipment, services and supplies necessary for the operation of the Soccer Stadium except for contracts relating solely to the Team Exclusive Areas;

7.1.6 Subject to Section 7.3, selection, termination, supervision and control of vendors for all Events;

7.1.7 Providing security and Maintenance of the Soccer Stadium except as provided herein;

7.1.8 Providing a box office staff for box office operations on days of Team Events and certain Other Events open to the public for which an admission charge is required; however, the City will have no obligation to provide box offices staff or services in connection with the sale of season ticket to MLS Home Games or group sales services for MLS Home Games; and

7.1.9 Maintaining insurance as specified in Article 10.

7.2 Team Responsibilities.

7.2.1 The Team shall be responsible, at its cost, for the installation, setup and breakdown of Pitch and related equipment for Team Events, for Maintenance of the Pitch in accordance with the standards of service and quality generally accepted within the stadium industry for first class MLS stadiums on a year-round basis, Maintenance of Team Exclusive Areas, Team Property and Soccer Equipment.

7.2.2 The Team shall have the right and obligation to hire, fire and manage directly, at its cost, its personnel with game critical functions for Team Events, including but not limited to scorers, statisticians, officials, timekeepers in-Soccer Stadium announcers, Pitch preparation and maintenance personnel, audio-visual equipment operators and music directors, and all other personnel required for the presentation of MLS Home Games pursuant to MLS Rules and Regulations. The Team shall have the right and obligation to hire, fire and manage directly, at its cost, such personnel for all MLS Home Games (collectively, all personnel required by this Section 7.2.2 shall be referred to as "Team Game Personnel").

7.2.3 The Team assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of any Team Event covered under the Agreement; and Team agrees to indemnify and hold harmless the City, from all damages, costs and expenses in law or equity for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by Team, or its performers and exhibitors, in connection with this Agreement and will defend the City, from any such suit or action, whether it be groundless or fraudulent.

7.3 Staffing.

7.3.1 Team Personnel. The Team shall have the right and obligation to hire, fire and manage directly, at its cost, Premium Seating Staff, Pitch preparation and maintenance personnel and its Team Event Key Personnel; *provided, however*, the Team's engagement of the Head Groundskeeper for the Pitch shall be subject to the consent and approval of the City, which consent and approval shall not be unreasonably withheld.

7.3.2 Premium Seating Staff. The City shall develop a reasonable credential system for all Soccer Stadium staff and others who need to be entitled to enter the Soccer Stadium at all times, including without limitation for all Team Events and all Other Events, including access by the appropriate Key Personnel, and for all Persons who only need to be present in the Soccer Stadium during Other Events. The City shall issue all such credentials to all appropriate Soccer Stadium staff, contractors and subcontractors, including appropriate Key

Personnel. The Team shall be responsible for issuing credentials to Persons who only need to be present at the Soccer Stadium during Team Events. The City and the Team shall consult and coordinate with respect to these credential systems.

7.3.3 Concessions. The City shall have the right and responsibility for the selection of and negotiation of an agreement for the Soccer Stadium's Concessionaire(s) to agree upon Concessions menus and to determine Concessions prices at the Soccer Stadium and food and beverage provider contracts, subject to the Team Consultation Right. The City, shall have the right, subject to the Team Consultation Right, to terminate or replace any Concessionaire and to set Concession prices at the Soccer Stadium in accordance with the Quality Operating Standard. The Team shall be entitled to one hundred percent (100%) of any commissions paid by any food caterer, Concessionaire, or other food and beverage service provider with respect to Concessions from all sources (including Premium Seating sales) during Team Events. The City shall be entitled to one hundred percent (100%) of any commissions paid by any food caterer, Concessionaire, or other food and beverage service provider with respect to Concessions from all sources (including Premium Seating sales) during Other Events and such revenues shall be included in the calculation of City's Soccer Stadium-Related Operating Revenues for purposes of this Agreement. The City contemplates that, if it seeks an advance or up-front capital contribution from the Soccer Stadium's Concessionaire, then the decision whether such advance or up-front capital contribution shall be used to fund certain of the Concessions-related construction costs shall require the unanimous approval of City and Team. In the event that the Parties do not mutually agree, then the City may not seek or require advance or up-front capital contribution from the Soccer Stadium's Concessionaire.

7.4 Ticketing and Facility Fees.

7.4.1 Fees and Expenses of Ticket Operations. The Team shall receive one hundred percent (100%) of net receipts from ticket sales to Team Events. The City shall receive one hundred percent (100%) of net receipts from ticket sales to Other Events. The City has the right to contract with a single ticketing company to sell tickets for all its venues, including the Soccer Stadium and to retain any revenue derived from such contract; provided that the City shall use commercially reasonable efforts to cause the Team to be named as a third party beneficiary to any contract with such ticketing company. If the City selects its ticketing company through a request for proposal process, the City will allow the Team to have representation as a voting member of the selection committee which makes the recommendation to Orlando City Council. Net receipts from ticket sales shall mean (i) the net amount received by City from the ticketing company from the sale of Event tickets at the Soccer Stadium, and (ii) gross ticket proceeds from the ticket office at the Soccer Stadium, and (iii) less credit card fees, the Facility Fees and applicable sales taxes. Amounts received by the City as rebates from the ticketing company shall be included in the calculation of City's Soccer Stadium-Related Operating Revenues for purposes of this Agreement. Notwithstanding the foregoing, upon the expiration of any agreement between the City and a ticketing company related to the Soccer Stadium, (y) the Team shall have Team Consultation Rights with respect to the selection of any subsequent ticketing company related to the Soccer Stadium and (z) the Team shall have the option to negotiate a separate agreement with the selected ticketing company related to the Soccer Stadium, provided that such agreement shall require the prior written approval of the City, which approval shall not be unreasonably withheld, and if the Team elects enter into such

an agreement, then the Team shall provide the City with all equipment necessary to ensure efficient admissions and Soccer Stadium operations and shall collect and remit all Sales Tax on any tickets sold to the appropriate Governmental Authority.

7.4.2 Facility Fees. The City and the Team agree that a fee will be charged on each ticket sold for all seats (including Premium Seating) for all Events (the "Facility Fee"). The amount of the Facility Fee shall be approximately two dollars (\$2.00) or any other amount established by Orlando City Council, which amount shall be consistent with fees similar to the Facility Fee charged by the City at other City-owned or -operated sports and entertainment facilities. The Facility Fee will be deposited into the Capital Reserve Account as contemplated by Section 2.6.4. The Team shall collect and remit to City, in accordance with Section 2.6.4, all Facility Fees received by the Team including, without limitation, all Facility Fees arising in connection with season ticket sales, group ticket sales or all other circumstances where the Team distributes admission tickets to a Team Event. In the event that the aggregate amount of Facility Fees actually collected in any Contract Year following the fifth (5th) Contract Year shall exceed One Million Dollars (\$1,000,000), the City may use such excess Facility Fee amount for capital improvements in, on or outside of the Soccer Stadium Site, provided that the City and the Team mutually agree as to the nature and cost of such capital improvement and that such capital improvement will benefit the Soccer Stadium or Soccer Stadium operations in any capacity.

7.5 Operation, Management and Maintenance Expenses.

7.5.1 City Expenses. During the Term, except for costs expressly provided in this Agreement to be paid by the Team, including as set forth in Section 7.5.2, the City shall be responsible for payment of all costs associated with Soccer Stadium Management (including all costs associated with Maintenance of all areas of the Soccer Stadium other than the Pitch, the Team Exclusive Areas and the Team Property, Premium Seating Staff, Soccer Stadium Key Personnel and, subject to Article 8, Capital Repairs), the insurance it may carry under Article 10, the performance of its other obligations under this Agreement, and the exercise of the Other Event Revenue Rights. For the sake of clarity, such expenses shall be part of the City's Soccer Stadium-Related Operating Expenses.

7.5.2 Team Event Expenses. The Team shall be responsible for the following expenses relating to its Team Events incurred by or on behalf of City (the "Team Event Expenses"): (i) the staffing expenses including but not limited to ushers, ticket takers, security, police, EMTs, cleaning attendants (porters and matrons), janitorial, pre-event and post-event cleanings, janitorial, box office staff, switchboard operator, facilities and systems operators and traffic engineering, and any other staff required for a Team Event; (ii) any Ticket Operations expenses; and (iii) all other costs actually incurred by the City in connection with or are otherwise attributable to a Team Event.

7.5.3 Other Team Expenses. The Team shall be responsible for all of the costs associated with Maintenance of the Team Exclusive Areas, Team Property, Team Game Personnel and Soccer Equipment and the costs of Premium Seating Staff personnel for all Events.

7.6 Other Users.

7.6.1 Unless the Team shall have consented in writing pursuant to Section 6.3.4, at no time during the Term shall the City use, or permit any Other User to use, the Soccer Stadium (or any part thereof): (i) for any sporting or athletic event involving the playing of soccer by any professional team (which, for the avoidance of doubt, includes any national soccer team or all-star team consisting of professional soccer players) (ii) in a manner that could reasonably be expected to interfere with the City's ability to operate the Soccer Stadium for MLS Home Games or Team Events in accordance with the Quality Operating Standard or (iii) in violation of Applicable Law.

7.6.2 The City covenants and agrees that it shall only allow Other Users to use the Soccer Stadium for a professional sporting event if:

(a) such Other Users are required to pay the City a use payment or other similar payment equal to a fair market value for the use of the Soccer Stadium, taken as a whole;

(b) the City is required to promptly pay the Team all costs associated with the use of any Soccer Stadium Key Personnel utilized at an Event of such Other Users (in accordance with Agreed Staffing Rate Structure).

(c) the Team shall have the right to choose whether to designate each such Event as an Opt-Out Event in accordance with Section 5.2.3.

7.6.3 In the event that Team, or any Person controlled by Team or under common control with Team, acquires majority ownership rights in another professional or semi-professional soccer team (*e.g.* women's professional soccer team), then such team shall be approved by City as an Other User with similar rights, duties and obligations as those of Team hereunder set forth in a separate written agreement executed by City and Team or such other Person, which agreement shall include (i) no obligation of such Other User to pay any rent, make any Annual Capital Contribution Payment or make any Break-Even Payment, (ii) the rights of such Other User to receive scheduling priority comparable to the Team's scheduling priority rights under Section 6.3 of this Agreement, and (iii) the rights and obligations of such Other User and the City to settle revenues and expenses of such Other User's Events in a manner substantially similar to the settlement of Team Event Revenues and Team Event Expenses under Section 5.1 of this Agreement. Notwithstanding the foregoing, the Parties acknowledge and agree that the revenues and expenses related to such Other User's use of the Soccer Stadium shall be included in the calculation of City's Soccer Stadium-Related Operating Revenues and City's Soccer Stadium-Related Operating Expenses.

7.7 Parking Plan. The City shall develop a parking plan for Events at the Soccer Stadium, and in connection with such plan, Team may exercise the Team Consultation Rights.

7.8 Team Consultation Rights. In addition to the consultation rights described elsewhere in this Agreement, the Team shall have the right to reasonably consult with City on any matter or issue that Team wishes that affect the Soccer Stadium Management, which reasonable consultation rights shall include the right to provide input with respect to evaluation,

selection and, if appropriate, replacement of Soccer Stadium vendors and other service providers, as well as the right to review and comment upon agreements or term sheets related thereto (collectively, the "Team Consultation Rights"). With respect to the Team Consultation Rights related to the selection of Soccer Stadium vendors and service providers, the Parties shall form a selection committee consisting of five (5) persons, three (3) of whom shall be appointed by the City and two (2) of whom shall be appointed by the Team; *provided, however*, that the selection of vendors and/or service providers shall relate only to the Soccer Stadium and not to any other venue operating or managed by City or its affiliates. If the selection of vendors and/or service providers relates to other venues operated or managed by the City or its affiliates, then the Team shall have only one (1) appointee on such selection committee, regardless of the size of such selection committee. Each selection committee, whether for only the Soccer Stadium or multiple venues, shall evaluate and select, by majority vote, each vendor or service provider, unless the Parties otherwise agree in writing. Notwithstanding the Team Consultation Rights described in this Section 7.8, all decisions relating to Soccer Stadium Management, unless specifically assigned or delegated to Team under this Agreement, shall be determined by City's Soccer Stadium management personnel in accordance with its Soccer Stadium Management rights and responsibilities and the Quality Operating Standard. If the Team reasonably determines that the City is not performing its Soccer Stadium Management rights and obligations in accordance with the Quality Operating Standard, Team shall have the right to use the procedures set forth in Article 16. Notwithstanding any provision of this Agreement to the contrary, any determination or decision made by City in the exercise of its multi-venue vendor selection, scheduling or contracting rights shall not be an Arbitrable Dispute and the Team shall have no rights under Article 16 with respect to the City's exercise of such rights.

ARTICLE 8

CAPITAL REPAIRS, CAPITAL IMPROVEMENTS AND CAPITAL EXPENSE

8.1 Capital Repairs. Except as otherwise provided in Section 8.1.1, during the Term, the City shall have exclusive responsibility for, and shall promptly perform or cause performance of, all Capital Repairs on, upon, at or with respect to the Soccer Stadium and shall be responsible for all Capital Expenses relating thereto but, the City shall have no obligation hereunder to make Capital Repairs or pay any Capital Expenses hereunder in excess of such amounts available on deposit within the Capital Reserve Account.

8.1.1 Capital Schedule and Budget. In the period beginning one-hundred and twenty (120) days and ending sixty (60) days prior to the first day of each Contract Year during the Term of this Agreement, the Team shall provide input to the City on (i) identifying and prioritizing proposed Capital Repairs or Capital Improvements, (ii) the amount of the annual capital budget, and (iii) the establishment of a Capital Repair or Capital Improvement schedule that will not materially interfere with Soccer Stadium and event operations. The City within sixty (60) days thereafter, shall prepare and deliver to the Team a list of Capital Repairs or Capital Improvements to be completed in the ensuing Contract Year and a list, in the order of priority, of other Capital Repairs or Capital Improvements that the Team wishes to make in such Contract Year to the extent that funds that have not otherwise been reserved for or dedicated to other Capital Repairs or Capital Improvements are on deposit in the Capital Reserve Account (the "Capital Schedule and Budget").

8.1.2 Disputed Capital Schedule and Budget. Within fifteen (15) days following the City's delivery of the Capital Schedule and Budget (which, if applicable, shall not be later than forty-five (45) days prior to the first day of each Contract Year), the City shall submit to the Team a draft of the Capital Schedule and Budget that reflect the Parties' good faith negotiations up to that date (including identification of any unresolved items) and within fifteen (15) days of receipt thereof, the Team shall submit to the City the Team's approval of or changes to the draft of the Capital Schedule and Budget (including items identified as unresolved). If the City fails to accept the submitted changes within fifteen (15) days of receipt of such changes, or there remain unresolved items, either Party may submit disputed or unresolved matters for Arbitration pursuant to Article 16; provided that (x) such disputed or unresolved items pertain exclusively to Capital Repairs and (y) if either Party submits the disputed or unresolved matter for Arbitration, all agreed upon Capital Repairs and Capital Improvements shall be commenced and completed.

8.1.3 Necessary Capital Repairs. Notwithstanding the provisions of Section 8.1.1, in the event that the City has determined that any Capital Repair is required to comply with the requirements of Applicable Law (a "Necessary Capital Repair") and the Capital Expenses in connection with such Capital Repair are in excess of the unreserved funds available on deposit within the Capital Reserve Account, the City shall fund such Necessary Capital Repair not later than the earlier of one year after a determination that such repair is a Necessary Capital Repair or in the case of Necessary Capital Repair required by Applicable Law, at the earliest opportunity that the City can fund such Necessary Capital Repair pursuant to a priority City funding procedure; provided that if the nature of such Necessary Capital Repair makes it unreasonable to fund all of such Necessary Capital Repair within one year, the City may fund the remainder of such Necessary Capital repair within two years after a determination that such repair is a Necessary Capital Repair. The City shall be reimbursed for all Necessary Capital Repairs that it has funded from the first available Facility Fees deposited into the Capital Reserve Account.

8.1.4 Obligation to Perform Capital Repairs. Except as provided in this Section 8.1, neither Party shall have any obligation during the Term to perform any Capital Repairs with respect to the Soccer Stadium.

8.1.5 Moratorium on Capital Improvements. Notwithstanding the provisions of this Section 8.1, the Parties acknowledge and agree that no Capital Improvements shall be required or permitted hereunder for a period of three (3) Contract Years commencing as of the Commencement Date unless such Capital Improvement is a Necessary Capital Repair or is a New MLS Required Improvement.

8.1.6 Additional Capital Repairs or Capital Improvements. To the extent that the Parties agree to make Capital Repairs or Capital Improvements that exceed the balance in the Capital Reserve Account, the Parties will agree on a funding mechanism.

8.1.7 New MLS Required Improvements. Any Soccer Stadium Capital Improvements or Equipment improvements required by MLS will be paid for by the Team unless otherwise agreed to by the Parties. In the event that MLS orders a Capital Improvement to the Soccer Stadium that: (i) is mandatory for all MLS teams' home outdoor soccer stadiums without exception; and (ii) is of a type required by the relevant governing bodies of major professional

sports leagues (e.g. National Football League and Major League Baseball) with respect to outdoor major professional sports facilities (a "New MLS Required Improvement"), then such New MLS Required Improvement may be paid out of monies available in the Capital Reserve Account available at such time, unless otherwise agreed by the Parties.

8.1.8 Certain Maintenance Expenses. If an item of Maintenance that either relates to a particular category of equipment, Component or building system that has arisen from a single cause (i) would constitute a Capital Repair but for the fact that the useful life of such repaired or replaced item, or useful life of such capital restoration is less than five (5) years; and (ii) the costs of such Maintenance shall exceed \$10,000.00 then, subject to Section 8.1.10, the City may pay such expenses of such Maintenance from the Capital Reserve Account ("Special Maintenance"). The Parties agree that for a period of three (3) Contract Years commencing as of the Commencement Date, no Special Maintenance shall be paid with funds from the Capital Reserve Account. Special Maintenance shall not be considered a Capital Repair for any purposes under this Agreement and the \$10,000.00 threshold contemplated by subsection (ii) shall not create any presumption with respect to whether an item of repair, replacement, restoration or work is a Capital Repair.

8.1.9 Pitch Restoration and Mitigation Expenses. Subject to Section 8.1.10, to the extent permitted under Section 6.3.4, the City may use funds from the Capital Reserve Account for the costs of mitigation of potential damages and the restoration of material damages to the Pitch (each, as established and implemented by the Head Groundskeeper) when such damage results as a consequence of an Other Event at the Soccer Stadium. Such Pitch restoration and mitigation shall not be considered a Capital Repair for any purposes under this Agreement. The Parties agree that for a period of three (3) Contract Years commencing as of the Commencement Date, no Pitch mitigation and restoration expenses described in Section 6.3.4 and this Section 8.1.9, shall be paid with funds from the Capital Reserve Account.

8.1.10 Permitted Uses of Capital Reserve Account. Sections 8.1.8 and 8.1.9 permit the City to access the Capital Reserve Account to pay for specific expenses described therein; however, such access and use of the Capital Reserve Account will not be permitted in the event that the amount of the Special Maintenance described in Section 8.1.8 or the cost of any Pitch mitigation and restoration expenses described in Section 8.1.9 are in excess of amounts available on deposit within the Capital Reserve Account that have not been dedicated or otherwise reserved to a Capital Schedule and Budget as provided in Section 8.1.1 or reserved for payment of deductible amounts described in Section 10.2.1 ("Available Balance"). If there is an insufficient Available Balance in the Capital Reserve Account, then (i) the Team, in connection with a Section 8.1.8 Special Maintenance expenses, and (ii) the City, in connection with Section 8.1.9. Pitch mitigation or restoration expenses, shall fund the costs of such Section 8.1.8 Special Maintenance expenses or Section 8.1.9 Pitch restoration or mitigation expenses, as applicable, and thereafter, the Team or the City, as applicable, may seek reimbursement of such paid expenses from the Capital Reserve Account when the Available Balance of non-reserved and non-budgeted deposited amounts are sufficient to reimburse such expenses on the basis of the following priority: first, to repay the City for its funding of Necessary Capital Repairs pursuant to Section 8.1.3; next, to reimburse the oldest unreimbursed funding by Team of a Special Maintenance expense permitted by this section, or by City of a Pitch mitigation and restoration expense permitted by this section.

8.2 Title to Alterations. All alterations, improvements, changes and additions made to or with respect to the Soccer Stadium in accordance with this Article 8, including any alterations, improvements, changes and additions made to or with respect to the Soccer Stadium by the Team at its expense that are not located within the Team Exclusive Areas and/or not maintained by the Team at its expense, shall remain upon and be deemed to constitute a part of the Soccer Stadium during the Term and after the Expiration Date, and the City shall, at all times during the Term and thereafter, and subject to the terms and provisions of this Agreement, have legal ownership of and legal title to all such alterations, improvements, charges and additions. Any equipment, furniture or other personal property added to the Team Exclusive Areas of the Soccer Stadium by the Team at its expense and maintained by the Team at its expense shall remain the property of the Team and, provided no Team Default then exists under this Agreement, the Team may, at its expense, remove such items of equipment, fixtures, furniture and other personal property from the Soccer Stadium on or prior to the expiration of the Term; provided that the Team shall repair any damage to the Soccer Stadium caused by such removal.

ARTICLE 9

TAXES

9.1 Taxes on the Soccer Stadium. As provided in this Agreement, legal ownership of and title to the Soccer Stadium and other installations, fixtures and improvements owned or licensed by the City or otherwise procured by the City shall be in the City. As provided in this Agreement, the Use Rights granted to the Team by the City are the rights of the Team. The Team shall be responsible, during the Term, for the payment of the following: (i) Taxes, if any (or payments in lieu thereof), created, levied, assessed, confirmed, adjudged, charged or imposed by the City, the County, the State of Florida, any subdivision of any of the foregoing or any other taxing authority upon or with respect to the Team's right to use the Team Exclusive Areas, (ii) Sales Taxes, if any, assessed upon the payment of the Break-Even Payments and the Team Event Expense payment to the City, (iii) Personal Property Taxes, if any, assessed upon the Team Property or any other personal property leased or owned by the Team, or (iv) Taxes, if any, assessed upon the Team's Use Rights during the Term (collectively "Team Taxes"). In the event that the Taxes described in clause (iv) of the preceding sentence are not separately assessed solely on the Team, but are part of a broader assessment on all use rights exercised during a Contract Year, the Team's responsibility for such Taxes under clause (iv) of the preceding sentence shall be limited to an amount equal to such assessed amount multiplied by a fraction, the numerator of which is the number of Team Events during the applicable year and the denominator of which is the total number of Events during the applicable year. The Team shall not be liable or responsible, directly or indirectly, during the Term, for the payment of any Taxes (or payments in lieu thereof) created, levied, assessed, confirmed, adjudged, charged or imposed by the City, the County, the State of Florida, any subdivision of any of the foregoing or any other taxing authority upon or with respect to (x) ownership of property (whether tangible or intangible) in or on the Soccer Stadium (including the Soccer Stadium Site), except for Taxes described in Section 9.1(iii) or 9.1(iv), or (y) any other personal property (except Personal Property Taxes on the Team Property or any other personal property owned by Team) or improvement owned or leased by or in the name of the City, the County or any other Governmental Authority and used in connection with or located at the Soccer Stadium, except for any Team Taxes (collectively, "Team Exempt Real Estate Taxes"). Without limiting the

generality of Section 9.1, the Team's responsibility to pay Team Taxes incurred during the Term shall survive the expiration of this Agreement.

9.2 Excess Taxes. During the Term, the City and each other Public Entity shall not, and shall not enter into a written agreement or another written instrument with another Governmental Authority to, impose, levy, assess, confirm, adjudge or charge any Excess Taxes on the Team. If, during the Term, any Excess Tax is levied, assessed, confirmed, adjudged, charged or imposed by the City, another Public Entity or any Governmental Authority by or through such a written agreement or other written instrument with the City, then the City shall pay such Excess Tax to the applicable Governmental Authority as and when due; provided, that if and to the extent such Excess Tax has previously been paid by any Person subject to such Excess Tax (by or on behalf of Team), the City shall reimburse such amount to the Team within thirty (30) days after the Team requests such payment. If the City fails to pay or reimburse when due any Excess Tax that is the City's responsibility under this Section 9.2, the Team shall have the right to seek resolution of such disputed reimbursement amount pursuant to Article 16 of this Agreement. To the extent that any Excess Tax is levied, assessed, confirmed, adjudged, charged or imposed during the Term by a Governmental Authority other than the City, (x) on the Team, it shall pay such Excess Tax to the applicable Governmental Authority as and when due, or (y) any other such Person, this Section 9.2 shall not be construed to relieve such Person of its obligations to pay such Excess Tax to the applicable Governmental Authority as and when due.

9.3 Team Right to Seek Reimbursement. If the City fails to pay or reimburse when due any Team Exempt Real Estate Taxes or other Excess Taxes for which the City has a reimbursement or payment obligation under this Article 9, the Team shall have the right to seek resolution of such disputed reimbursement amounts pursuant to Article 16 of this Agreement and, as applicable, Section 14.11.

9.4 Interpretation. The provisions of this Article 9 providing the Team with dispute rights pursuant to Article 16 of this Agreement with respect to Team Exempt Real Estate Taxes and Excess Taxes shall apply whether such taxes are assessed on or required to be paid by the Team or its affiliates, or the Team or its affiliates is required to collect and remit such taxes on behalf of others.

ARTICLE 10

INSURANCE AND INDEMNIFICATION

10.1 Insurance Required of the Team. Beginning on the Effective Date, and thereafter at all times during the Term, the Team shall, at its sole cost and expense, obtain, keep and maintain the following insurance policies:

10.1.1 Commercial General Liability Policy. A commercial general liability insurance policy ("GL Policy") in form substantially similar to the CG Policy maintained by similarly situated MLS teams, written on an occurrence basis with a combined single limit for each occurrence of not less than One Million and No/100 Dollars (\$1,000,000) per occurrence, and containing provisions for severability of interests.

10.1.2 Workers' Compensation & Employers' Liability Policy. A workers' compensation and employers' liability insurance policy providing statutory coverage under the laws of the State of Florida for all Persons employed by the Team conducting material business activities at the Soccer Stadium (collectively, the "Workers' Compensation Policy").

10.1.3 Excess/Umbrella Policy. An excess or umbrella liability insurance policy ("Excess/Umbrella Policy") in form substantially similar to the CG Policy maintained by similarly situated MLS teams, written on an occurrence basis in an amount not less than Five Million and No/100 Dollars (\$5,000,000.00) per occurrence written on an excess basis above the coverages required under Section 10.2.1 and Section 10.2.2.

10.1.4 Property Insurance. An insurance policy providing coverage against damage and destruction of the Team Property ("Team Property Insurance Policy").

10.2 Insurance Required of the City.

10.2.1 City Property Insurance. The City shall to maintain a property insurance policy in the amount of the full replacement cost of the Soccer Stadium (the "City Property Insurance Policy"). The City agrees to waive any subrogation rights against the Team with respect to Losses covered by the City Property Insurance Policy and the City further agrees that the City's Property Insurance Policy carrier shall have no right of subrogation against the Team on account of such Losses. The Parties acknowledge and agree that the premiums paid by the City to maintain the City Property Insurance Policy shall be included as part of the City's Soccer Stadium-Related Operating Expenses and any deductible for the City Property Insurance Policy shall be paid from the Capital Reserve Account and, to the extent so paid, shall not be included in the calculation of City's Soccer Stadium-Related Operating Expenses.

10.2.2 Liability Coverage. The City shall either (i) pay liability premium payments to a risk fund operated and maintained by the City for coverage of liabilities arising from or in connection with City's performance under this Agreement or (ii) the City will purchase the equivalent commercial insurance policies for such coverage and pay the associated premiums ((i) or (ii), as applicable, "Liability Premiums"). The Team may exercise its Team Consultation Rights with respect to the City's options for Liability Premiums. The City shall determine which option it shall choose, except that the City will not choose the option contemplated by subpart (i) if the Liability Premium associated with such option would exceed the Liability Premium for an equivalent commercial liability insurance policy as contemplated by option (ii). The cost of Liability Premiums will be paid sixty percent (60%) by the Team and forty percent (40%) by the City. The costs of any portion of the Liability Premiums paid by the City and any deductibles related thereto shall not be included in City's Soccer Stadium-Related Operating Expenses.

10.3 Policy Requirements.

10.3.1 Authorized Carriers. The Parties shall obtain the insurance required by Section 10.1 and Section 10.2 from insurance companies duly authorized to

issue such policies in the State of Florida and having a financial strength rating (FSR) of 'A-' (Excellent) or better, as rated by A.M. Best Company, Inc. or any successor or substitute rating service accepted by the Team and the City.

10.3.2 Additional Insureds and Loss Payee.

(i) The Team agrees that the City and the County shall be added as additional insureds on the GL Policy and the Excess/Umbrella Policy or on an endorsement thereto by including language substantially similar to the following: "The City of Orlando and Orange County, Florida are additional insureds for all coverages provided by this policy of insurance."

(ii) The City agrees that the Team shall be included as a loss payee as its interest may appear on the city Property Insurance Policy or an endorsement thereto.

10.4 Evidence of Insurance. Each Party shall deliver to the other Party a copy of all policies required under this Article 10 and all endorsements thereto, including additional insured, waiver of subrogation or loss payee endorsements, or other documents that satisfactorily evidence such Party has secured or renewed and is maintaining insurance as required by this Agreement, as follows:

10.4.1 Within 14 days prior to the Team's first use of the Soccer Stadium.

10.4.2 Within five (5) Business Days prior to the expiration or renewal date of each such policy.

10.4.3 Within five (5) Business Days after the Team's receipt of a written request therefor.

Further, each Party shall notify the other Party (i) of the notifying Party's intent to terminate any insurance policy or endorsement required by this Article 10 at least thirty (30) day's prior to the contemplated termination date and/or (as applicable) (ii) of a termination or material modification by the applicable insurance carrier to any insurance policy required by this Article 10 to be maintained by the notifying Party as soon as practicable, but in any case within ten (10) days of the applicable Party's notice of receipt of such termination or modification.

10.5 Adjustments of Claims. Each Party shall provide for the prompt and efficient handling of all claims arising out of the operations and use by such Party and its contractors under this Agreement.

10.5.1 In connection with any Third Party Claim against City arising from its performance under this Agreement or arising from its ownership and management of the Soccer Stadium that involves or requires the contribution or expenditure of funds by Team or Team's insurance provider or for which Team has financial responsibility for any expenses related to such Third Party Claim in the calculation of the City's Soccer-Stadium Related Operating Expenses, the City agrees that the procedures in Section 10.5.2 shall be applicable.

10.5.2 Notwithstanding any other provision of this Agreement, the City shall not enter into any settlement of any Third Party Claim without the prior written consent of the Team (which consent shall not be unreasonably withheld or delayed), except as provided in this Section 10.5.2. If a firm offer is made to settle a Third Party Claim which involves only the payment of money damages by the City and does not impose an injunction or other equitable relief upon the Team, does not lead to liability or the creation of a financial or other obligation on the part of the Team and provides, in a form acceptable to the Team, for the unconditional release of Team from all liabilities and obligations in connection with such Third Party Claim and the City desires to accept and agree to such offer, the City shall give written notice to that effect to the Team. If the firm offer to settle a Third Party Claim are on terms that materially differ from the terms described in the prior sentence above or if the Team affirmatively rejects such firm offer within ten (10) days after its receipt of such notice, the City shall continue to contest or defend such Third Party Claim. If the Team fails to consent or affirmatively reject such firm offer within ten (10) days after its receipt of such notice, the City shall be free to settle such Third Party Claim on the terms of such firm offer. If the Team consents to such firm offer, the City is permitted to settle the Third Party Claim upon the terms and conditions set forth in such firm offer to settle such Third Party Claim.

10.6 Team's Agreement to Indemnify.

10.6.1 In consideration for the promises set forth herein, the Team shall, except and subject to the limitations provided below, defend, indemnify and hold harmless the City and its officers, employees, elected officials, agents, concessionaires, vendors and contractors (collectively "City Indemnitees") from and against any and all losses, liabilities, damages, suits, claims, judgments, and expenses of any nature (including without limitation, reasonable attorneys' fees and expenses, in actions brought by third parties) (collectively, "Losses") arising out of or related to:

(i) the unlawful use of the Soccer Stadium by the Team, MLS, SUM and their affiliates, officers, directors, members, partners, general partners, shareholders, agents and employees;

(ii) the negligence or willful misconduct of the Team, MLS, SUM and their affiliates, officers, directors, members, partners, general partners, shareholders, agents and employees in or about the Soccer Stadium;

(iii) any material breach of, or material misrepresentation in, this Agreement by Team that results in or causes injury to personal property or loss of life sustained during the Term in or about the Soccer Stadium;

(iv) third party claims arising out of the use of the Soccer Stadium by the Team, Team's customers, patrons or invitees in or about the Soccer Stadium; or

(v) the submission of information to the State or making of any representation contained in the Application submitted to the State, in each case, with

respect to the Soccer Stadium pursuant to the Sales Tax Rebate Statutes and Regulations that is determined by the State to be false, misleading, deceptive, or otherwise untrue.

10.6.2 Notwithstanding the foregoing or anything to the contrary contained elsewhere herein, in no event shall the Team's indemnification obligations under this Agreement extend to (and the Team shall have no liability to the City Indemnitees with respect to):

(i) any Losses directly and proximately caused by the negligence or willful misconduct of the City and/or the City's employees, agents, officers, concessionaires, vendors, contract parties, Other Users, customers, patrons or invitees of the City or any other person claiming by, through or under the City;

(ii) any violation by the City of any provision of this Agreement, or any Applicable Law to the extent any Losses are directly and proximately caused by such violation.

10.6.3 The Parties acknowledge that City damages arising out of a Non-Relocation Default shall be determined in accordance with the terms of the Non-Relocation Agreement.

10.7 City's Agreement to Indemnify.

10.7.1 In consideration for the promises herein, the City shall, except and subject to the limitations provided below, defend, protect, indemnify and hold harmless the Team, MLS, SUM and their direct and indirect affiliates, officers, directors, members, partners, general partners, shareholders, employees (collectively, "Team Indemnitees"), from and against any and all Losses arising out of or related to:

(i) the unlawful operation of the Soccer Stadium by the City, its employees, officers, elected officials, concessionaires, vendors, contract parties or any other parties claiming by, through or under the City;

(ii) the negligence or willful misconduct of the City and/or the City's officers, elected officials, concessionaires, vendors, contract parties, employees or agents related to the Soccer Stadium or Soccer Stadium Management;

(iii) any material breach of, or material misrepresentation in, this Agreement by the City that results in or causes injury to personal property or loss of life sustained during the Term in or about the Soccer Stadium; or

(iv) third party claims arising out the use of the Soccer Stadium by the City, City's customers, patrons or invitees.

10.7.2 Notwithstanding the foregoing or anything to the contrary contained elsewhere herein, in no event shall the City's indemnification obligations under this Agreement extend to (and the City shall have no liability to the Team Indemnitees with respect to):

(i) any Losses directly and proximately caused by the negligence or willful misconduct of the Team, MLS, SUM and their affiliates, concessionaires, vendors, contract parties, officers, directors, members, partners, general partners, shareholders, agents and employees;

(ii) any violation by the Team of any provision of this Agreement, or any Applicable Law to the extent any Losses are directly and proximately caused by such violation.

10.8 Compliance with Florida Statutes. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall City be liable to Team (or any person or entity claiming under or through Team) under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set for tort liability in Section 768.28 of the Florida Statutes.

10.9 Third Party Indemnification. The City shall use its best efforts to obtain for the Team from any Other Users, contractors, vendors or concessionaires, agents or invitees of the City contractual indemnities and rights as an additional insured under any contractually required insurance comparable to any indemnities and additional insured rights obtained by the City from the Team under this Article 10. The Team shall use its best efforts to obtain for the City from any of Team's contractors, vendors or concessionaires, or agents, contractual indemnities and rights as an additional insured under any contractually required insurance comparable to any indemnities and additional insured rights obtained by the Team from the City under this Article 10.

ARTICLE 11

NON-RELOCATION AND OTHER TEAM COVENANTS

11.1 The Team's Additional Covenants. The Team represents and warrants that simultaneously with the execution and delivery of this Agreement by the Team, the Team has executed and delivered to the City the Non-Relocation Agreement as described in Section 2.6.1 hereinabove. Further, Team represents and warrants that it owns the MLS Team and possesses the right to operate a Team in the MLS in Orlando, Florida.

11.2 Hazardous Materials. The Team agrees that it will not place, handle, hold, store, or dispose of any Hazardous Materials under, in or at the Soccer Stadium (including the Soccer Stadium Site) and the Team shall strictly comply with all Applicable Laws related to Hazardous Materials, to the extent applicable to its activities. The Team agrees that no gasoline, acetylene or other fuel or combustible substance shall be admitted to the Soccer Stadium (including the Soccer Stadium Site) by the Team without the prior approval of the City, and the Team shall not, without the prior written consent of the City, put up or operate any engine, motor or machinery in the Soccer Stadium (including the Soccer Stadium Site), or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or any agent other than gas or electricity for illuminating the Soccer Stadium (including the Soccer Stadium Site), except in each case for incidental or immaterial quantities, or engines, motors or machinery or substances therein, included in vehicles and other property permissibly brought to the Soccer

Stadium (including the Soccer Stadium Site) by the Team or the Team under this Agreement or the Transaction Documents. In its use of pesticides, fertilizer and other materials for the maintenance of the Pitch, the Team may only use such products that are lawful for use at the Soccer Stadium, and all use shall be in conformance with Applicable Law.

ARTICLE 12

CASUALTY DAMAGE

12.1 Damage or Destruction.

12.1.1 Casualty. If, at any time during the Term, there is any Casualty to all or any part of the Soccer Stadium, (a) the Party that first discovers or learns about the Casualty shall promptly notify the other Party, (b) the City shall promptly secure the area that has been damaged or destroyed to safeguard against injury to Persons or Property and (c) the City shall (i) promptly remediate any hazard, restore the Soccer Stadium to a safe condition, remove debris and make such temporary repairs as may be necessary to protect Persons and other Property and (ii) subject to Section 12.3, promptly commence and thereafter proceed with reasonable diligence to repair, restore, replace or rebuild the Soccer Stadium as nearly as practicable to a condition that is at least substantially equivalent to that existing immediately before the Casualty (the work required under clauses (i) and (ii) being the "Casualty Repair Work"). Subject to the provisions of Section 12.3, the Casualty Repair Work contemplated by clause (ii) of the preceding sentence shall commence as soon as practicable based on the nature of the Casualty, and in all events not later than one hundred eighty (180) days after the Casualty occurs; such one hundred eighty (180) day period shall be extended (provided the City is proceeding with reasonable diligence) in the event of Casualty Repair Work reasonably expected to cost more than Twenty-Five Million Dollars (\$25,000,000) or where the nature of the Casualty and the contemplated Casualty Repair Work reasonably requires additional time, not to exceed an additional one hundred eighty (180) days, as is commensurate with any delays due to adjustment of insurance, preparation of any necessary plans and specifications, bidding of contracts and obtaining of all required Approvals. Notwithstanding the foregoing, in the event of an End of Term Casualty, all such Casualty Repair Work shall be commenced within sixty (60) days after the parties' termination rights under Section 12.3 have expired. The Team shall have the right to review all construction plans for the Casualty Repair Work and to participate in the design and construction process to the same extent and in the same manner as the City under the Project Construction Agreement for the original construction of the Soccer Stadium, except that no material changes shall be made in any aspect of the Soccer Stadium (including the Team Exclusive Areas) as originally constructed without the Team's prior written approval, which may be withheld in the Team's sole discretion if the change would result in a violation of MLS Rules and Regulations or otherwise affect adversely the playing, production, telecasting or economic exploitation of, or fan experience at, the Soccer Stadium for MLS Home Games, and otherwise shall not be unreasonably withheld, conditioned or delayed by the Team.

12.1.2 Major Untenable Condition. If a Governmental Authority determines that an Untenable Condition exists at the Soccer Stadium and the Parties, as determined by a majority vote in which City has three (3) votes and the Team has two (2) votes, reasonably believe that such Untenable Condition will continue for a period of at least thirty (30)

consecutive days during an MLS Season, then such Untenable Condition shall hereafter be referred to as a "Major Untenable Condition," to which the provisions of Section 12.3.1 shall be applicable.

12.2 Insurance Proceeds; Requirements for Disbursement. Except as provided in Section 12.3.2, any Insurance Proceeds paid pursuant to the City Property Insurance Policy with respect to a Casualty shall be paid to and held by the City in trust for the purpose of paying the cost of the Casualty Repair Work and applied to the payment of the costs of the Casualty Repair Work from time to time as the Casualty Repair Work progresses.

12.3 Option to Terminate.

12.3.1 Casualty. If a Casualty or a Major Untenable Condition exists and is continuing, (i) the Parties shall reschedule any Team Events affected by the Casualty or Major Untenable Condition in accordance with Section 2.8 and (ii) Team shall not be responsible to pay City's Soccer Stadium-Related Operating Expenses that have been incurred following the date of such Casualty or Major Untenable Condition. Further, if a Casualty exists, and a determination is made pursuant to Section 12.3.3 that, assuming the City takes the maximum amount of time permitted under Section 12.1 to commence construction activities, such Casualty cannot be, cannot reasonably be expected to be or is in fact not repaired, restored, replaced or rebuilt in order to remedy such Casualty within (x) twenty-four (24) months of the commencement of the Casualty, or (y) in the case of any Casualty that commences during the last three (3) Contract Years of the Term or during the Renewal Term, within nine (9) months of the commencement of such Casualty (a Casualty under this clause (y) being an "End of Term Casualty"), the Team shall have the right to terminate this Agreement and all other Transaction Documents without liability. In addition, in the case of an End of Term Casualty, the City also shall have the right to terminate this Agreement. If the Team wishes to exercise its right of termination pursuant to Section 12.3.1(x), it shall do so by notice to the City given not later than one hundred eighty (180) days after receipt of a determination under Section 12.3.3. If either the City or the Team wishes to exercise its termination right under Section 12.3.1(y) due to an End of Term Casualty, it shall do so by notice to the other given not later than thirty (30) days after receipt of a determination under Section 12.3.3. Upon the service of a notice of termination due to a Casualty under this Section 12.3.1, the provisions of Section 12.3.2 and Section 14.10 shall apply. The Team agrees that, provided the Team has not exercised its termination rights pursuant to Section 12.3.1(x), immediately following the conclusion of the Casualty or Major Untenable Condition, it shall again be responsible for all City's Soccer Stadium-Related Operating Expenses in accordance with the terms of this Agreement. Further, Team acknowledges and agrees that it shall at all times be responsible to pay the Annual Capital Contribution Payment in accordance with Section 5.3 of this Agreement.

12.3.2 Application of Proceeds. In the event that this Agreement is terminated pursuant to the provisions of Section 12.3.1(x) or 12.3.1(y), or the City fails to undertake the Casualty Repair Work within two hundred seventy (270) days after the Casualty occurs (or sixty (60) days in the case of an End of Term Casualty), the Insurance Proceeds, if any, payable under the City Property Insurance Policy shall be payable first, to pay any amounts necessary to redeem the County bonds issued for the construction of the Soccer Stadium, next to the Parties in proportion to their respective capital investments in the construction of the Soccer Stadium until

the Team, the County and the City shall be reimbursed the entire amount of their respective capital investments and, thereafter, the remaining Insurance Proceeds, if any, payable under the City Property Insurance Policy shall be paid to the City. For the avoidance of doubt, any moneys used by the City and/or the County related to the acquisition and preparation of real property that will constitute the Soccer Stadium Site shall be excluded from the calculation of the proportion of the Parties' respective capital investments in the Soccer Stadium referred to in the previous sentence. All payments due to the Team shall be subject to any rights of any Team Lender. Such payments to the Team shall not relieve the City of its obligations under Section 12.1.

12.3.3 Inability to Timely Rebuild. The determination of the time that is reasonably expected to be necessary to rebuild, repair, restore or replace the damage or destruction from the Casualty shall be made by an independent architect or construction manager selected by the City, following reasonable consultation with Team, within sixty (60) days after the date of the Casualty, subject to Applicable Law. The independent architect or construction manager shall make his or her determination as soon as practicable, and shall use its reasonable efforts to make such determination within ninety (90) days, but in all events within one hundred eighty (180) days (or, in the case of an End of Term Casualty, thirty (30) days) of being selected. Thereafter, the City shall undertake the Casualty Repair Work within the periods set forth in Section 12.1. The Team shall have Team Consultation Rights with respect to this process subject to Applicable Law, and to the extent that it shall not be inconsistent with Applicable Law, the Parties may vote upon such independent architect or construction manager with City being entitled to three (3) such votes and Team being entitled to two (2) such votes on each matter with the majority vote deciding each such issue.

12.4 Survival. The provisions contained in this Article 12 shall survive expiration or earlier termination of this Agreement, but only insofar as such provisions relate to any Casualty that occurred prior to the expiration or earlier termination of this Agreement or Major Untenable Condition.

ARTICLE 13

ASSIGNMENT; SECURED PARTIES

13.1 Team Assignments. The Team shall not sell, assign, transfer, pledge, mortgage or encumber (each, a "Transfer") this Agreement or the Team Rights except in accordance with MLS Rules and Regulations and without first obtaining the written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned. The City has experience with collateral assignments of revenue rights and the pledge of assets, properties or franchise to lenders in connection with financings or borrowings and will cooperate with Team in good faith to consent to an assignment to a third party(ies) who are providing financing to the Team in accordance with MLS Rules and Regulations.

13.2 Assignment by the City. The City shall not Transfer this Agreement or any of the City's Rights, or delegate any of the City's duties under this Agreement, except as otherwise set forth in this Section 13.2.

13.2.1 Transfer to Public Sector. The City may Transfer this Agreement or any of the City Rights, or delegate any of the City's management duties under this Agreement, including some management services included in City's Soccer Stadium Management responsibilities (i) to the County in the City's reasonable discretion for tax efficiency or other reasonable reasons or (ii) to another Public Entity; *provided, however*, that (A) the County or Public Entity is reasonably able to fulfill the duties and obligations of the City set forth in this Agreement and assumes such duties and obligations pursuant to an assumption agreement reasonably satisfactory to the Team that, among other things, acknowledges that the Transfer is subject and subordinate to the rights of the Team under this Agreement and (B) in the case of Transfers to a Public Entity (which does not include the County), (x) the City shall remain responsible for, and shall not be released from, the performance of all of its obligations under this Agreement and (y) the Transfer to such Public Entity cannot adversely affect the tax status of the Soccer Stadium or Soccer Stadium Site or adversely affect the Team Rights.

13.2.2 Transfer to Private Sector. Prior to any Transfer of any City Rights or delegation, in whole or in part, of any of the City's duties under this Agreement, other than pursuant to Section 13.2.1 (such proposed transferees being "Private Sector Transferees") (i) the City shall, upon consultation with the Team, prepare any and all requests-for-proposals to prospective Private Sector Transferees, (ii) the City shall interview such prospective Private Sector Transferees and allow the Team to reasonably participate in such interviews, and (iii) the Team shall have the right to reasonably review and comment upon any and all proposals by such prospective Private Sector Transferees, and, in each case, the City shall give good faith consideration to all reasonable comments of the Team. The City shall provide the Team with prompt notice of any such procurement process and acknowledges that Team may respond to any such request for proposal and be considered on the same basis as all other respondents. The City shall, however, have the ultimate right to select the Private Sector Transferee; provided that (a) such selection is pursuant to a competitive process (as reasonably determined by the City), (b) such transferee reasonably possesses all necessary skills, experience and capabilities to perform the assigned or transferred City Rights, and (c) the City shall give reasonable consideration to any prospective Private Sector Transferee(s) suggested by the Team that can match the price, performance and quality terms, taken as a whole, available from other prospective Private Sector Transferees. Notwithstanding anything to the contrary in this Section 13.2.2, the City (x) may only Transfer to Private Sector Transferees some or all of its management responsibilities, including some management services included in City's Soccer Stadium Management responsibilities (but not ownership or control of the Soccer Stadium or Soccer Stadium Site); (y) shall indemnify and hold the Team, the Team and their respective Affiliates harmless from any Losses and all Taxes of every kind and description that may result from such Transfer and all subsequent activities of such Private Sector Transferee; and (z) shall remain responsible, and shall not be released from, the performance of all of its obligations under this Agreement.

13.3 Assignment by MLS. In the event that MLS assumes this Agreement, the Non-Relocation Agreement and the other Transaction Documents pursuant to Section 14.3.1, MLS may assign or otherwise transfer all, but not less than all of the benefits and obligations under this Agreement, the Non-Relocation Agreement and the other Transaction Documents to a third party that acquires operating rights to the MLS Team or another MLS team based in the greater Orlando, Florida metropolitan area and who has assumed the Team's obligations under this

Agreement, the Non-Relocation Agreement and other Transaction Documents. Nothing in this Section 13.3 shall be deemed to (i) amend any of City's rights and benefits, or (ii) limit the City's remedies contained in this Agreement, the Non-Relocation Agreement and the other Transaction Documents.

ARTICLE 14

DEFAULTS AND REMEDIES

14.1 Events of Default.

14.1.1 Team Default. The occurrence of any of the following shall be an "Event of Default" by the Team or a "Team Default":

(a) The failure of the Team to pay any Break-Even Payment, Team Event Expenses or Annual Capital Contribution Payment, if such failure continues for more than thirty (30) days after the City gives written notice to the Team that such Break-Even Payment, Team Event Expenses or Annual Capital Contribution Payment was not paid when due (a "Payment Default");

(b) A default under Section 2.3 of the Non-Relocation Agreement (the "Non-Relocation Covenants"), if such default continues for more than thirty (30) days after the City gives written notice to the Team of such default (a "Non-Relocation Default");

(c) A City Access Rights Default, if such default continues for more than thirty (30) days after the City gives the Team written notice of such default; *provided, however,* that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period, then the Team shall have up to an additional sixty (60) days to cure such default provided that it diligently undertakes and pursues such cure and provides the City with reasonable evidence that it is diligently undertaking and pursuing such cure, but in any event, the Team shall not have more than ninety (90) days from its receipt of the notice of default to cure such City Access Rights Default; or

(d) The failure of the Team to keep, observe or perform any material term, covenant or agreement contained in this Agreement to be kept, performed or observed by the Team (other than those referred to in clauses (a), (b) or (c) above), if such failure continues for more than thirty (30) days after the City gives the Team written notice of such failure; *provided, however,* that if the nature of such failure is such that it cannot reasonably be cured within such thirty (30) day period, then the Team shall have up to an additional sixty (60) days to cure such failure provided that it diligently undertakes and pursues such cure and provides the City with reasonable evidence that it is diligently undertaking and pursuing such cure, but in any event, the Team shall not have more than ninety (90) days from its receipt of the notice of default to cure such Team Default.

14.1.2 City Default. The occurrence of the following shall be an "Event of Default" by the City or a "City Default":

(a) The failure of the City to pay any amount it is obligated to pay under this Agreement as and when due and payable under this Agreement if such failure continues for more than thirty (30) days after the Team gives written notice to the City that such amount was not paid when due;

(b) A Team Access Rights Default, if such default continues for more than thirty (30) days after the Team gives the City written notice of such default; *provided, however,* that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period, then the City shall have up to an additional sixty (60) days to cure such default provided that it diligently undertakes and pursues such cure and provides the Team with reasonable evidence that it is diligently undertaking and pursuing such cure, but in any event, the City shall not have more than ninety (90) days from its receipt of the notice of default to cure such Team Access Rights Default; or

(c) The failure of the City to keep, observe or perform any material term, covenant or agreement contained in this Agreement to be kept, performed or observed by the City (other than those referred to in clauses (a) or (b) above), if such failure continues for more than thirty (30) days after the Team gives the City written notice of such failure; *provided, however,* that if the nature of such failure is such that it cannot reasonably be cured within such thirty (30) day period, then the City shall have up to an additional sixty (60) days to cure such failure provided that it diligently undertakes and pursues such cure and provides the Team with reasonable evidence that it is diligently undertaking and pursuing such cure, but in any event, the City shall not have more than ninety (90) days from its receipt of the notice of default to cure such City Default.

14.2 Remedies Upon a Team Default. Subject to complying with the provisions of Article 17 with respect to any matter that is an Arbitrable Dispute, and without limiting the City's rights under the Non-Relocation Agreement, upon the occurrence and during the continuance of a Team Default, the City shall have the following rights and remedies, subject to MLS's rights provided in Section 14.3.1:

14.2.1 In the event of a Non-Relocation Default during the Initial Non-Relocation Term (as defined in the Non-Relocation Agreement) or the Initial Term, to institute any and all proceedings or claims permitted by the Non-Relocation Agreement. In the event that a court of competent jurisdiction has issued a Final Order, and that a Non-Relocation Default has occurred, the City shall have the right to recover damages as specified in this Agreement and in the Non-Relocation Agreement from the Team and shall have the right, but not the obligation, to immediately terminate this Agreement and each of the other Transaction Documents by written notice to the Team. Upon the termination of this Agreement, the Team shall continue to perform its obligations under the Non-Relocation Agreement (which shall not be construed to be terminated upon the termination of this Agreement absent any express written notice of termination from the City).

14.2.2 In the event of a Payment Default, in addition to the remedies provided in Section 14.2.3, (i) the City shall have the right to terminate this Agreement and each of the other Transaction Documents upon thirty (30) days written notice to the Team if such Payment Default remains uncured after such thirty (30) day period, and/or (ii) if the aggregate amount of

such Payment Default exceeds \$100,000 (including any amounts owed by Team and any affiliates in connection with the use of the Soccer Stadium by Team, including Other User affiliated with the Team in accordance with the Team's exercise of its rights under Section 7.6.3 of this Agreement), then the City may, upon five (5) days written notice to the Team, suspend the Team's Access Rights until the Team cures such Payment Default; *provided, however*, that the Team's Access Rights shall be automatically reinstated upon the cure of any Payment Default in full. The thirty (30) day period provided in this Section 14.2.2 shall be in addition to the thirty (30) day period provided in Section 14.1.1(a). Upon such termination, the Team shall continue to perform its obligations under the Non-Relocation Agreement (which shall not be construed to be terminated upon the termination of this Agreement or any other Transaction Document absent any express written notice of termination from the City).

14.2.3 In the event of any Team Default other than a Non-Relocation Default, the right (i) to institute any and all proceedings or claims permitted by law or equity to recover all unpaid sums and amounts then due and payable by the Team under this Agreement and, subject to Section 16.4, any and all amounts necessary to compensate the City for all damages proximately caused by the Team's failure to perform its obligations under this Agreement and (ii) at any time (including prior to the expiration of any cure periods) to institute any and all proceedings or claims permitted by law or equity to compel specific performance with respect to the Team's obligations under this Agreement and one or more actions to seek and obtain a temporary restraining order, together with such other temporary, preliminary and permanent injunctive or other equitable relief, from any court of competent jurisdiction capable of issuing or granting such relief, to compel the Team to comply with or refrain or cease from breaching or violating the terms, covenants and conditions of this Agreement.

14.3 Curing Team's Defaults.

14.3.1 The Parties agree that (i) in the event of a Team Default, or (ii) in the event the MLS team operating rights of the Team are terminated by MLS pursuant to MLS Rules and Regulations prior to the City either (x) curing the Team Default pursuant to Section 14.3.2, or (y) terminating this Agreement pursuant to Section 14.2, subject to the City's exercise of any rights and/or remedies contained in the Non-Relocation Agreement and the Other Transaction Documents, MLS shall have the right (but not the obligation) to assume all of the benefits and obligations (including the obligations to cure any Team Default) of the Team pursuant to this Agreement, the Non-Relocation Agreement, the Intellectual Property Assignment Agreement and the Other Transaction Documents by providing written notice to the City within one (1) year of the date upon which the City would be legally permitted to terminate this Agreement in accordance with its terms; provided, however, that during such one-year period, the City may (i) seek a final non-appealable order that a Team Default has occurred and is continuing, and (ii) take action to recover against Team letters of credit or otherwise against the Team for any amounts then due to the City from the Team. Until the City receives notice from MLS that a Person has assumed the obligation to reimburse City for amounts due to the City under this Agreement, the City may book Other Events at the Soccer Stadium without restriction or objection by MLS, provided that such Other Events will not interfere with MLS's efforts to identify and negotiate with a new Person to acquire the rights to operate an MLS Team in the City and immediately assume the Team Rights and obligations of the Team hereunder. If, during such one-year period, a new Person acquires the rights to operate an MLS team in the City, then

such new Person shall assume this Agreement, the Non-Relocation Agreement, the Intellectual Property License Agreement and the Transaction Documents and be obligated to cure all Team Defaults. During such one-year period, the MLS may either (a) cure a Team Default as it then exists on an interim basis until such new Person acquires the rights to operate an MLS Team in the City or (b) not cure Team Defaults, but have no rights to enforce the Use Agreement against the City unless and until MLS provides reasonable assurances to City that MLS or a new Person acquiring the rights to operate an MLS team in the City will reimburse the City for the then-current City Soccer-Stadium Related Operating Shortfall. The City shall provide MLS with written notice of the Team Default, and MLS' right to step-in hereunder shall commence upon MLS' receipt of notice of the Team Default and after conclusion of any cure period available to Team. Upon delivery to City of MLS' written notice that it has assumed all of the benefits and obligations of the Team under this Agreement, the Non-Relocation Agreement, the Intellectual Property Assignment Agreement and the other Transaction Documents, MLS shall have cured all Team Defaults (including, without limitation, all Payment Defaults).

14.3.2 Notwithstanding anything contained herein to the contrary, if a court of competent jurisdiction or an Arbitration Panel has determined pursuant to a final and non-appealable order that a Team Default has occurred and is continuing, the City shall have the right, but not the obligation, in addition to any other rights it may have pursuant to this Agreement, to cure such Team Default on behalf of the Team. The Team shall reimburse the City upon demand for any sums paid or costs incurred by the City in curing such Team Default, plus interest thereon at the Interest Rate. If the Team does not reimburse the City within five (5) days after demand, the City shall have the right to deduct the amount of any such owed reimbursement from any amounts owed by the City to the Team under or pursuant to this Agreement, provided that the exercise of such right shall not limit the City's right to recover any amount not received through such deduction.

14.4 Remedies Upon a City Default. Subject to complying with the provisions of Article 16 with respect to any matter that is an Arbitrable Dispute, and without limiting the Team's rights under the Non-Relocation Agreement, upon the occurrence and during the continuance of a City Default, the Team shall have the following rights and remedies:

14.4.1 In the event of any City Default (including, without limitation, a Team Access Rights Default or a Material Deprivation Default), the right (i) to institute any and all proceedings or claims permitted by law or equity to recover all unpaid sums and amounts then due and payable by the City under this Agreement and, subject to Section 16.4, any and all amounts necessary to compensate the Team for all damages proximately caused by the City's failure to perform its obligations under this Agreement, and (ii) at any time (including prior to the expiration of any cure periods) to institute any and all proceedings or claims permitted by law or equity to compel specific performance with respect to the City's obligations under this Agreement and one or more actions to seek and obtain a temporary restraining order, together with such other temporary, preliminary and permanent injunctive or other equitable relief, from any court of competent jurisdiction capable of issuing or granting such relief, to compel the City to comply with or refrain or cease from breaching or violating the terms, covenants and conditions of this Agreement.

14.4.2 In addition to its rights under Section 14.4.1, in the event of any Final Order that there has been a City Default (including, without limitation, a Team Access Rights Default) that prohibits the Team from playing MLS Home Games at the Soccer Stadium or deprives the Team of material and substantial Team Rights, in each case for a period of one hundred twenty (120) continuous days or more (each, a "Material Deprivation Default"), the Team shall have the right immediately to terminate this Agreement and each of the other Transaction Documents by written notice to the City, provided that (x) it previously provided notice to the City of any City Default it believed constituted, or with the passage of time would constitute, a Material Deprivation Default at least ninety (90) days prior to any Final Order that a Material Deprivation Default has occurred, (y) an Arbitration Panel or a court of competent jurisdiction has issued a Final Order that a Material Deprivation Default has occurred but has refused to issue an enforceable injunction or to compel specific performance and (z) only in the event of the first occurrence of a Material Deprivation Default of a nature that is not substantially similar to any prior Material Deprivation Default, the City has failed to cure such Material Deprivation Default within sixty (60) days after the issuance of such Final Order.

14.5 Curing City's Defaults. Notwithstanding anything contained herein to the contrary, if a court of competent jurisdiction or an Arbitration Panel has determined pursuant to a final and non-appealable order that a City Default has occurred and is continuing, the Team shall have the right, but not the obligation, in addition to any other rights it may have pursuant to this Agreement, to cure such City Default on behalf of the City. The City shall reimburse the Team upon demand for any sums paid or costs incurred by the Team in curing such City Default, plus interest thereon at the Interest Rate. If the City does not reimburse the Team within five (5) days after demand, the Team shall have the right to deduct the amount of any such owed reimbursement from any amounts owed by the Team to the City, provided that the exercise of such right shall not limit the Team's right to recover any amount not received through such deduction.

14.6 No Waiver. No failure or delay by any Party to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Agreement or to exercise any right or remedy available upon a breach thereof, and no acceptance by any Party of full or partial payment due under this Agreement during the continuance of any such breach (with or without knowledge of the breach), shall constitute or be construed to constitute a waiver of any such breach or of such term, covenant, agreement, provision, condition or limitation. No term, covenant, agreement, provision, condition or limitation of this Agreement to be kept, observed, or performed by any Party, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the Party to be bound. Any waiver of any breach shall be limited to the breach so waived, and shall not affect or alter this Agreement, and each and every term, covenant, agreement, provision, condition and limitation of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

14.7 Exclusive Remedies. The rights and remedies conferred upon or reserved to the Parties in this Article 14 are intended to be the exclusive remedies available to each Party upon an Event of Default by the other Party, except as may be otherwise expressly set forth in this Agreement or in any other Transaction Document. For the avoidance of doubt, the City may not terminate this Agreement for any Team Default other than a Non-Relocation Default as set forth

in Section 14.2.1 and a Payment Default as set forth in Section 14.2.2, and the Team may not terminate this Agreement for any City Default other than the City Defaults set forth in Section 14.4.2.

14.8 Cumulative Remedies. Except as otherwise provided in this Agreement, each right or remedy of a Party provided for in this Agreement shall be cumulative of and shall be in addition to every other right or remedy of that Party provided for in this Agreement. The exercise of any one or more of the rights or remedies provided for in this Agreement shall not preclude the simultaneous or later exercise of any or all other rights or remedies provided for in this Agreement.

14.9 Termination of Project Construction Agreement. In the event the Project Construction Agreement is properly terminated by either party thereto prior to Substantial Completion, the City may elect, by notice given to the Team within the succeeding ninety (90) days, to assume the Team's obligations thereunder, and this Agreement shall remain in full force and effect so long as the City diligently performs in all material respects the obligations of the Team under the Project Construction Agreement. If the City has not elected to assume the Team's obligations thereunder within that ninety (90) day period, or the City fails to diligently perform such obligations in all material respects or fails to cause the Soccer Stadium to achieve Substantial Completion in accordance with the plans and specifications established prior to such termination by June 30, 2015, (or, if the Project Construction Agreement was terminated due to a default by the Team, by June 30, 2015), either Party may elect to immediately terminate this Agreement upon notice to the other Party. Any dispute arising in connection with this Section 14.9 shall be an Arbitrable Dispute that shall be resolved in accordance with Article 16.

14.10 Effect of Termination. If the City or the Team elects to terminate this Agreement in accordance with its terms, this Agreement and each other Transaction Document shall, on the effective date of such termination, terminate with respect to all future rights and obligations of performance by the Parties (except for the rights and obligations that expressly are to survive termination); *provided, however*, that (i) no notice of termination by the City shall be effective until completion of the next succeeding MLS Season, unless the termination is the result of a Non-Relocation Default and (ii) all provisions of this Agreement that expressly survive such termination shall remain in effect. The termination or expiration of this Agreement and each other Transaction Document shall not alter the claims, if any, of either Party for breaches of this Agreement or the other Transaction Documents occurring prior to such termination of this Agreement, and the obligations of the Parties with respect to such breaches of this Agreement shall survive termination (including those giving rise to such termination).

14.11 Set-off. Each of the Parties shall have the right, in addition to any other rights or remedies it may have, and notwithstanding anything to the contrary in this Agreement, to set off against any payments due from the Team to the City or from the City to the Team under this Agreement, as applicable, any amount that the City or Team, as applicable, is determined by a court of competent jurisdiction in a Final Order or an Arbitration Panel in a Final Order obtained pursuant to Article 16 of this Agreement to owe to the Team or its affiliates or the City, as applicable, and the amount of any Losses (including attorneys' fees and expenses) it incurs as a result of a City Default or Team Default, as applicable.

ARTICLE 15

COVENANTS UPON EXPIRATION

15.1 Vacating of Premises; Re-Entry. Upon the expiration or earlier termination of this Agreement, the Team (i) shall peaceably and quietly vacate and cease all further use of the Soccer Stadium, including the Team Exclusive Areas, and leave such areas in good condition as required by this Agreement (except for normal wear and tear or following any Casualty or Condemnation Action), free and clear of all Liens and Encumbrances (other than Permitted Encumbrances) created by or through it. In the event the Team does not so vacate the Team Exclusive Areas and its right to use the Soccer Stadium, including, without limitation, the Team Exclusive Areas, the City, upon or at any time after any such expiration or termination, may (in addition to any other rights or remedies provided in this Agreement) without further notice, enter upon and re-enter upon the Team Exclusive Areas and take full possession thereof, by force, summary proceedings, or otherwise, and, subject to Section 15.4 and of this Agreement and provided that the Team is not disputing termination under Section 15.6 of this Agreement, remove the Team and all other persons and Team Property or the property of its affiliates from the Soccer Stadium, and may have, hold and enjoy the Soccer Stadium without any liability, obligation or responsibility to the Team or to any other person whatsoever. If the City takes any action under the preceding sentence, the Team shall be liable for all reasonable costs and expenses incurred by the City in connection therewith and the City shall have the right to retain and/or sell such property to recover any such reasonable costs and expenses owed to the City that the Team has failed to pay within thirty (30) days after notice of the amount due from the City.

15.2 Return of Materials; Assignment of Contracts and Agreements. On or before the Expiration Date, the Team shall return to the City all manuals, drawings, plans, tools, access codes and keys for the Soccer Stadium, including, but not limited to, the Team Exclusive Areas then occupied by the Team. Upon the Expiration Date, the Team shall, subject to Section 15.4.1, assign to the City, to the extent assignable, all of the Team's right, title and interest in and to any agreement with the ticketing agents and any other service contracts reasonably necessary for the operation of the Soccer Stadium to which the Team is then a party, subject to the Team's rights under Section 14.10 with respect to any claims pending thereunder as of the Expiration Date.

15.3 Post-Termination Economic Rights. Upon the expiration or earlier termination of this Agreement, all rights and obligations of the Parties with respect to revenues and expenses arising prior to such expiration or termination shall survive.

15.4 Removal of Personalty.

15.4.1 Team's Right to Remove. The Team shall have the right, but shall not be obligated, to remove any or all trade fixtures, appliances, furniture, equipment, furnishings and other personal Property owned by the Team thereof, within thirty (30) days of the Expiration Date; *provided, however*, that such right is strictly limited to any or all trade fixtures, appliances, furniture, equipment, furnishings and other Team Property kept, stored or located in the Team Exclusive Areas. The Team shall promptly repair any damage to the Soccer Stadium, including the Team Exclusive Areas, caused by such removal. The Team shall have the right to access the

Soccer Stadium upon reasonable notice to the City for purposes of exercising the Team's rights under this Section 15.4.1.

15.4.2 City's Right to Remove. At its option, the City may either retain or dispose of any trade fixtures, appliances, furniture, equipment, furnishings or other Team Property that remains in the Soccer Stadium more than thirty (30) days after the Expiration Date in any manner the City determines to be necessary, desirable or appropriate. The City will not be obligated to account to the Team for any value realized through such retention or disposal.

15.5 Survival. The provisions contained in this Article 15 shall survive the expiration or earlier termination of this Agreement.

15.6 Disputed Termination. If either Party disputes that this Agreement has expired or has been terminated earlier than its expiration of the Term, and disputes that this Article 15 is applicable at that time, then such disputing Party may seek emergency relief pursuant to Section 16.2 to provide an injunction against the remedies under this Article 15, provided that such Party seeking emergency relief proceeds promptly, and in all events within twenty (20) days, to seek dispute resolution under Article 16 whether or not the Term of this Agreement has expired or whether the other Party has properly exercised its rights to earlier termination of this Agreement.

ARTICLE 16

DISPUTE RESOLUTION

16.1 Procedures.

16.1.1 Settlement By Mutual Agreement. In the event any dispute, controversy or claim (other than under the Non-Relocation Agreement or Project Construction Agreement) arises between the Parties (including, for purposes of this Article 16, any of their respective officers, directors, shareholders, partners, members, agents, representatives and attorneys) under or in connection with this Agreement or is related in any way to this Agreement or the relationship of the Parties under this Agreement, including a dispute, controversy or claim relating to the effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this Agreement (a "Dispute or Controversy"), the Parties shall, subject to Section 16.2, first attempt in good faith to settle and resolve such Dispute or Controversy by mutual agreement in accordance with the terms of this Section 16.1.

16.1.2 Alternate Dispute Resolution. In the event a Dispute or Controversy arises, each Party shall have the right to notify the other Party or Parties involved that it has elected to implement the procedures set forth in this Section 16.1. Within fifteen (15) days after delivery of any such notice by one Party to the other Party, a Responsible Officer of the Team and a Responsible Officer of the City shall meet at a mutually agreed time and place to attempt, with diligence and in good faith, to resolve and settle the Dispute or Controversy. If a mutual resolution and settlement are not obtained at such meeting, the participating Responsible Officers shall use good faith efforts to agree upon a timetable, completion date and other required aspects of a mediation, including a mediator. If such agreement cannot be reached within thirty (30)

days, or such mediation is not concluded within the succeeding period of thirty (30) days, either Party may exercise its other rights under this Article 16.

16.1.3 Failure to Settle by Alternate Dispute Resolution. Subject to Section 16.1.2, any Party may, by notice to the other Party, submit the Dispute or Controversy to Arbitration in accordance with the provisions of Section 16.1.4, if the matter is an Arbitrable Dispute, or in the case of a Dispute or Controversy that is not a Arbitrable Dispute, seek relief from a court of competent jurisdiction in accordance with Section 16.3. Subject to Section 16.2, no Party shall commence an Arbitration or court proceeding without first giving a notice implementing the procedures of this Section 16.1.

16.1.4 Resolution of an Arbitrable Dispute. Any Arbitrable Dispute that cannot be resolved pursuant to Section 16.1.1 and 16.1.2 shall be submitted to, and resolved exclusively and finally through the following arbitration process ("Arbitration"):

(a) Except as set forth below, the Arbitration shall be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and conducted pursuant to AAA's Expedited Procedures, as such rules are in effect as of the time the Dispute or Controversy is submitted to the AAA for Arbitration.

(b) Except as set forth in Section 16.1.4(l) below, the panel (the "Arbitration Panel") will consist of three persons (each an "Arbitrator"). The AAA will provide a maximum of ten (10) candidates as arbitrators to the Parties for selection. Each of the Parties shall rank the list of up to ten (10) candidates who have sufficient expertise and experience in the subject matter and submit their preferences in ranked order to the AAA. AAA shall then select the three top vote-getters and those three shall constitute the Arbitration Panel. In proposing a list of candidates for Arbitrators, the AAA will take into account the Parties' desire to obtain Arbitrators with experience in the operation of comparable sports or entertainment facilities or in the sports or entertainment business generally. None of the candidates shall be a current or former employee, officer, director, trustee, owner, affiliate, attorney or agent of any Party, any Public Entity or the County, or currently be or at any time have been an employee of, or engaged by or otherwise party to a contract with, any Party.

(c) Barring extraordinary circumstances, an initial conference with the Arbitration Panel shall be scheduled to take place in Orlando, Florida within thirty (30) days after the appointment of the Arbitrators. At such conference, a schedule shall be established for such discovery, if any, as a majority of the Arbitration Panel deems appropriate in light of the nature of the Dispute or Controversy and the Parties' desire to resolve Disputes or Controversies in a prompt and cost effective manner, and the date of the Arbitration hearing shall be established by vote of a majority of the Arbitration Panel. If any Arbitration hearing takes more than one day, it will proceed on the next following Business Days until it is completed, except that the Arbitration Panel may decline to meet one (1) Business Day per week if the proceeding could reasonably be expected to take more than five (5) Business Days.

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

(e) Neither 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 Arbitrable Dispute agrees in writing to utilize such rules for the particular Arbitration.

(f) Unless the affected Parties otherwise agree, the Arbitration shall take place in Orlando, Florida. Each Party irrevocably consents to the delivery of service of process with respect to any Arbitration in any manner permitted for the giving of notices under Section 20.5.

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

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

(i) All provisions of this Agreement applicable to Disputes or Controversies generally, including the limitations on damages in Section 16.4, shall apply to the Arbitration.

(j) Any decision of the Arbitration Panel shall be in writing, shall state the basis of the award and shall include both findings of fact and conclusions of law. Any award rendered in any Arbitration pursuant to this Section 16.1 shall be final and binding upon the parties and non-appealable, and a judgment of any court having jurisdiction may be entered on any such award.

(k) All fees associated with any Arbitration under this Section 16.1 (including the fees and costs of the Arbitration Panel) and the prevailing Party's reasonable attorneys' fees and expert witness fees and costs, shall be paid by the non-prevailing Party. The determination of prevailing Party and non-prevailing Party, and the appropriate allocation of fees and costs, will be included in the award by the Arbitration Panel.

(l) The Parties acknowledge that certain provisions of this Agreement, including Section 3.3, contemplate that a Dispute or Controversy will be resolved by a "Single Arbitrator" rather than an Arbitration Panel. Accordingly, notwithstanding anything to the contrary in this Article 16, if a Dispute or Controversy shall arise under any provision that contemplates a Single Arbitrator, the following shall apply except to the extent any such provision expressly provides to the contrary:

(i) the Single Arbitrator shall be selected in accordance with the procedures set forth in Section 16.1.4(b), except that the AAA shall provide a list of only five (5) candidates to serve as the Single Arbitrator and shall select the top vote getter;

(ii) all references in this Article 16 (or elsewhere in this Agreement) to the "Arbitrators" or the "Arbitration Panel" shall be deemed references to the Single Arbitrator.

16.2 Emergency Relief. Notwithstanding any provision of this Agreement to the contrary, except with respect to a Non-Relocation Default, each Party may seek temporary or preliminary Injunctive Relief or another form of ancillary relief at any time from any court of competent jurisdiction or from an Arbitration Panel, including with respect to any Arbitrable Dispute. If an Arbitrable Dispute requires temporary or preliminary Injunctive Relief before the matter may be resolved by Arbitration, the procedures set forth in Section 16.1.4 shall still govern the ultimate resolution of the Arbitrable Dispute notwithstanding the fact that a court of competent jurisdiction may have entered an order providing for injunctive or another form of temporary or preliminary relief.

16.3 Court Proceedings. Any Dispute or Controversy that is not an Arbitrable Dispute may be brought by suit, action or proceeding before any federal or state court of competent jurisdiction located in Orlando, Florida. The Parties consent to the exclusive jurisdiction and venue of such courts to resolve any Dispute or Controversy that is not an Arbitrable Dispute. Any Dispute or Controversy that seeks confirmation of an award in an Arbitrable Dispute may be brought by suit, action, or proceeding before any federal or state court of competent jurisdiction.

16.4 No Special, Indirect, Incidental, Consequential Exemplary, Treble or Punitive Damages. IN NO EVENT SHALL (I) ANY PARTY NOR (II) ANY OF THEIR EMPLOYEES, AGENTS, SHAREHOLDERS, DIRECTORS, PARTNERS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, ELECTED OR APPOINTED OFFICIALS OR AFFILIATES, HAVE ANY LIABILITY OF ANY KIND TO THE OTHER PARTY FOR LOST PROFITS OR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE OR PUNITIVE DAMAGES, IN CONTRACT, TORT OR OTHERWISE, UNDER OR AS A RESULT OF THIS AGREEMENT, EVEN IF SUCH PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE BY THE OTHER PARTY OR BY A THIRD PARTY. THE PRECEDING LIMITATION SHALL NOT BE A BASIS FOR ANY CLAIM OR ARGUMENT THAT AN ARBITRABLE DISPUTE SHOULD NOT BE ARBITRATED. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABILITY PROVIDED IN CLAUSE (I) ABOVE SHALL NOT APPLY TO ANY INDEMNIFICATION FOR THIRD PARTY CLAIMS. THE PARTIES AGREE THAT THE OBLIGATION OF THE TEAM TO MAKE THE REQUIRED REIMBURSEMENTS TO CITY OF STATE FUNDS PURSUANT TO SECTIONS 20.12 AND 20.19 SHALL NOT BE CLAIMED, CONSIDERED OR TREATED AS LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE OR PUNITIVE DAMAGES IN CONTRACT, TORT OR OTHERWISE.

ARTICLE 17

TIME; FORCE MAJEURE; APPROVALS AND CONSENTS

17.1 Time. Time shall be of the essence in this Agreement. All provisions in this Agreement that specify or provide a method to compute a number of days for the performance, delivery, completion or observance by a Party hereto of any action, covenant, agreement, obligation or notice hereunder shall mean and refer to calendar days, unless otherwise expressly

provided. If the date specified or computed under this Agreement for the performance, delivery, completion or observance of a covenant, agreement, obligation or notice by either Party hereto, or for the occurrence of any event provided for herein, is a Saturday, Sunday or Legal Holiday, then the date for such performance, delivery, completion, observance or occurrence shall automatically be extended to the next calendar day that is not a Saturday, Sunday or Legal Holiday.

17.2 Force Majeure. If a Force Majeure Event prohibits, prevents or delays a Party, whether directly or indirectly, from performing any of its obligations under this Agreement, then (whether or not Force Majeure Events are expressly referred to in any provision of this Agreement relating to such obligation) such Party shall be excused from performance to the extent, but only to the extent, made necessary by the Force Majeure Event and only until such time as the Force Majeure Event terminates or is removed or resolved. During such period of prevention, prohibition or delay, the Parties shall at all times act diligently and in good faith to bring about the termination or removal of the Force Majeure Event as promptly as reasonably possible.

17.3 Approvals and Consents; Standards for Review. The provisions of this Section 17.3 shall apply to all instances in which this Agreement provides for a party to exercise Review and Approval or Consent Rights; *provided, however*, that if the provisions of this Section 17.3 for exercising Review and Approval or Consent Rights conflict with any express provision in this Agreement regarding the requirements for exercising particular Review and Approval or Consent Rights, then the provisions of such other provision shall control. As used herein, the term "Review and Approval or Consent Rights" shall include all instances in which one Party or its representative (the "Reviewing Party") has a right or duty hereunder to review, comment, consent, approve, disapprove, dispute or challenge a matter contemplated by this Agreement. Unless this Agreement specifically provides that the Review and Approval or Consent Rights may be exercised in the sole discretion (or a similar standard) of the Reviewing Party, then in connection with exercising its Review and Approval or Consent Rights under any provision of this Agreement, and whether or not specifically provided in any such provision, the Reviewing Party covenants and agrees to act in good faith, with due diligence, and in a fair and commercially reasonable manner in its capacity as Reviewing Party with regard to each and all of its Review and Approval or Consent Rights and to not unreasonably withhold, condition or delay its approval of or consent to any submission or determination.

ARTICLE 18

REPRESENTATIONS AND WARRANTIES

18.1 Team's Representations and Warranties. The Team hereby represents and warrants to the City as follows:

18.1.1 Authority. The individual(s) executing and delivering this Agreement on behalf of the Team have all requisite limited liability company power and authority to execute and deliver this Agreement and to bind the Team thereunder.

18.1.2 Entity. The Team is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Delaware and is duly authorized to transact business in the State of Florida, with all necessary entity power and authority to carry on its present business, to enter into this Agreement and to consummate the transactions contemplated by this Agreement. Simultaneously with the execution and delivery of this Agreement by the Team, the Team shall deliver to the City certificates of good standing evidencing such qualifications in Delaware and Florida.

18.1.3 No Conflict. Except as set forth in Article 20, neither the execution and delivery of this Agreement by the Team nor the performance by the Team of its obligations under this Agreement, shall (a) violate any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge or other restriction of any Governmental Authority, or any MLS Rule or Regulation, or any provision of any governing document of the Team applicable to the Team, or (b) conflict with, result in a breach of, or constitute a default under, any contract, indenture, mortgage, instrument of indebtedness or other agreement to which the Team is a party or by which it or its assets are bound, which violation, conflict, breach or default, in the case of each of clauses (a) or (b) could reasonably be expected to have a material adverse effect on the Team's ability to perform its obligations under this Agreement or on the rights of the City under this Agreement.

18.1.4 No Further Consents Required. All proceedings required to be taken by or on behalf of the Team to authorize it to execute and deliver this Agreement and to perform the grants of rights, covenants, obligations and agreements of the Team under this Agreement have been duly taken. No consent to the execution or delivery of this Agreement by the Team or the performance by the Team of its covenants, obligations and agreements under this Agreement (other than permits, consents or approvals for operating covenants or obligations expected to be received in the ordinary course of business) is required from any partner, board of directors or other governing board, shareholder, member, creditor, investor, judicial or legislative or administrative body, Governmental Authority or other Person, other than any such consent that already has been obtained.

18.1.5 Validity. This Agreement constitutes the valid and legally binding obligation of the Team enforceable in accordance with its terms, except to the extent enforceability is limited by bankruptcy, reorganization and other similar laws affecting the Team and rights of creditors generally.

18.1.6 No Action or Proceeding. To the best knowledge of the Team, there is no Action or Proceeding pending or currently threatened against the Team which questions the validity of this Agreement or the transactions contemplated herein or that could, either individually or in the aggregate, reasonably be expected to have a material adverse effect on the rights retained by the City with respect to the Soccer Stadium or the City's rights under this Agreement or on the Team's ability to perform its obligations under this Agreement.

18.1.7 MLS Rules and Regulations. No MLS Rule and Regulation, in any manner or respect, prohibits or limits the right or power of the Team to enter into or accept each of the terms, commitments and provisions of this Agreement or adversely affects the ability or

right of the Team to play its MLS Home Games at the Soccer Stadium, except for consents of the MLS that will be obtained prior to satisfaction of the conditions set forth in Section 19.1.

18.2 City Representations. The City hereby represents and warrants to the Team as follows:

18.2.1 Authority. The individual(s) executing and delivering this Agreement on behalf of the City has all requisite power and authority to execute and deliver this Agreement to bind the City.

18.2.2 Entity. The City is a municipal corporation of the State of Florida, duly organized and validly existing under the laws of the State of Florida with all necessary power and authority to enter into this Agreement, and to consummate the transactions contemplated by, and to perform its obligations under, this Agreement.

18.2.3 No Conflict. Except as set forth in Article 20, neither the execution and delivery of this Agreement by the City, nor the performance by the City of its obligations under this Agreement, nor the grant of rights to the Team under this Agreement, shall (a) violate any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge or other restriction of any Governmental Authority applicable to the City, or any provision of any governing document of the City, or (b) conflict with, result in a breach of, or constitute a default under, any contract, indenture, mortgage, instrument of indebtedness or other agreement to which the City is a party or by which it or its assets are bound, which violation, conflict, breach or default could reasonably be expected to have a material adverse effect on the City's ability to perform its obligations under this Agreement or on the rights of the Team under this Agreement.

18.2.4 No Further Consents Required. All proceedings required to be taken by or on behalf of the City to authorize it to execute and deliver this Agreement and to perform the grants of rights, covenants, obligations and agreements of the City hereunder have been duly taken. No consent to the execution or delivery of this Agreement by the City or the performance by the City of its covenants, obligations and agreements under this Agreement is required from any board of directors or other governing board, member, creditor, investor, judicial or legislative or administrative body, Governmental Authority or other Person, other than any such consents that already has been obtained or if not obtained could not reasonably be expected to have a material adverse effect on the ability of the City to perform its obligations under this Agreement or on the rights of the Team under this Agreement.

18.2.5 Validity. This Agreement constitutes the valid and legally binding obligation of the City enforceable in accordance with its terms, except to the extent enforceability is limited by bankruptcy, reorganization and other similar laws affecting the City and rights of creditors generally.

18.2.6 No Action or Proceeding. To the best knowledge of the City, there is no Action or Proceeding pending or currently threatened against it which questions the validity of this Agreement or the transactions contemplated herein or that could either individually or in the aggregate reasonably be expected to have a material adverse effect on the Team's rights under this Agreement or on the ability of the City to perform its obligations under this Agreement.

ARTICLE 19

CONDITIONS TO EFFECTIVENESS

19.1 Conditions to Each Party's Obligations. This Agreement shall not be binding upon any of the Parties until each of the following shall have occurred or have been waived by the Party entitled to assert the condition:

19.1.1 This Agreement shall have been executed and delivered by each Party;

19.1.2 The Team and the City shall have executed and delivered the Non-Relocation Agreement in the form attached as Exhibit C, the Intellectual Property License Agreement in the form attached as Exhibit E, the Project Construction Agreement and all of the Transaction Documents;

19.1.3 The Interlocal Agreement shall have been executed and delivered by each of the City and the County, all conditions to the effectiveness of such Interlocal Agreement and the provision of all City, County and other public sector funds shall have been satisfied, and no party shall be in breach of any funding obligation it may have under the Interlocal Agreement;

19.1.4 The Team shall have been awarded the MLS team for the City of Orlando, Florida and the Team and Owners shall have satisfied the Conditions Precedent identified in Sections 2.6 and 2.9 of this Agreement.

If any conditions set forth in this Section 19.1 have not been satisfied or waived by August 15, 2014, City shall provide written notice of the above-described conditions that remain open and unsatisfied as of such date and to the extent that such conditions are not fulfilled or satisfied on or before October 1, 2014, then either Party may terminate this Agreement and all of the Parties' obligations hereunder upon delivery of written notice to the other Party.

ARTICLE 20

MISCELLANEOUS PROVISIONS

20.1 No Broker's Fees or Commissions. Each Party hereby represents and warrants to the other Party that it has not incurred or created any liabilities or claims for broker's commissions or finder's fees in connection with the negotiation, execution or delivery of this Agreement and that it has not dealt with, nor sought or accepted the assistance of and has no knowledge of, any broker, agent, finder or salesperson in connection with this Agreement.

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

20.3 No Waiver of Immunity. Subject, in each case, to the last sentence of this Section 20.3, the City unconditionally and irrevocably:

20.3.1 agrees that the execution, delivery and performance by it of this Agreement constitute private, proprietary and commercial acts rather than public or governmental acts;

20.3.2 agrees that should any Actions or Proceedings sounding in contract be brought by a Party against it or its assets in relation to this Agreement or any transaction contemplated hereunder, no immunity (sovereign or otherwise) from such Actions or Proceedings sounding in contract (which shall be deemed to include, without limitation, suit, attachment prior to judgment, other attachment, the obtaining of judgment, execution or other enforcement) shall be claimed by or on behalf of itself or with respect to its assets;

20.3.3 waives any such right of contractual immunity (sovereign or otherwise) which it or its assets now has or may acquire in the future; and

20.3.4 consents to the enforcement of any judgment against it in any such Actions or Proceedings sounding in contract and to the giving of any relief or the issue of any process in connection with any such Actions or Proceedings sounding in contract.

This waiver of immunity shall not be deemed to include a waiver of any sovereign immunity by the City except as expressly indicated above, including, without limitation, no waiver with respect to tort claims brought by any Person .

20.4 Expenses. Unless otherwise provided in this Agreement, each Party shall bear its own expenses in connection with the negotiation and preparation of this Agreement, and the performance of all of its obligations under this Agreement.

20.5 Notices and Account Information. All notices, consents, directions, approvals, instructions, requests and other communications, as applicable, to be given to a Party under this Agreement shall be given in writing to such Party at the address set forth below or at any other address as such Party designates by written notice to the other Party in accordance with this Section 20.5 and may be (a) sent by registered or certified U.S. mail, return receipt requested, or by reputable national overnight courier, (b) delivered personally (including delivery by private courier services), or (c) sent by telecopy (with electronic confirmation of such notice) or by electronic mail, in each case under this clause (c) with a copy by one of the methods set forth in clause (a) or (b). Any notice shall be deemed to be duly given or made (i) one Business Day after being sent by reputable national overnight courier, (ii) three (3) Business Days after posting if mailed in accordance with clause (a), (iii) the day delivered if sent by hand unless such day is not a Business Day, in which case such delivery shall be deemed to be made as of the next succeeding Business Day, or (iv) in the case of telecopy (with electronic confirmation of such notice) or electronic mail, when received, except that if it was received after 5:00 p.m. delivery shall be deemed to be made as of the next succeeding Business Day. Each Party hereto shall have the right at any time and from time to time to specify additional parties to whom notice must be given, by delivering to the other Party five (5) days' notice thereof setting forth a single address for each such additional party. The notice addresses for the Parties shall initially be as follows:

For the Team:

Orlando Sports Holdings, LLC
1201 South Orlando Avenue, Suite 202
Winter Park, Florida 32789
Attn: President

With copies to:

Foley and Lardner LLP
90 Park Ave
New York, NY 10016
Attn: Irwin P. Rajj
Fax: 212-687-2329

Major League Soccer, L.L.C.
420 Fifth Avenue, 7th Floor
New York, NY 10018
Attn: General Counsel
Fax: (212) 450-1351

For the City:

City of Orlando
400 South Orange Avenue, 3rd Floor
Orlando, Florida 32801
Attn: City Attorney's Office
Fax: (407) 246-2854

With copy to:

Akerman LLP
350 East Las Olas Boulevard, Suite 1600
Ft. Lauderdale, FL 33301
Attn: Edward L. Ristaino, Esq.
Fax: (954) 468-2472

20.6 Severability. If any term or provision of this Agreement, or the application thereof to any Person or circumstance, shall to any extent be held invalid or unenforceable in any jurisdiction, then as to such jurisdiction, the remainder of this Agreement, or the application of such term or provision to Persons or circumstances other than those as to which such term or provision is held invalid or unenforceable in such jurisdiction, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law. Any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Parties to this Agreement hereby waive any provision of law that renders any provision of this Agreement unenforceable in any respect. The provisions of this Section 20.6 shall not be construed to limit or affect in any way the right of the Team upon a Team Access Rights Default or a Material Deprivation Default.

20.7 Entire Agreement, Amendment and Waiver. This Agreement and the other Transaction Documents together constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior written and oral agreements and understandings with respect to such subject matter, including, without limitation, the MOU. Neither this Agreement nor any of the terms hereof, including this Section 20.7, may be amended, supplemented, waived or modified orally. All such amendments, supplements, waivers and modifications must be in writing signed by the Party against which the enforcement of the amendment, supplement, waiver or modification shall be sought.

20.8 Parties in Interest; Limitation on Rights of Others.

20.8.1 The terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable solely by the Parties and their permitted successors and assigns and nothing in this Agreement or by virtue of the transactions contemplated hereby, whether express or implied, shall be construed to constitute, create or confer rights, remedies or claims in or upon any Person (as third-party beneficiary or otherwise) not a party hereto, or to create obligations or responsibilities of the parties to such Persons, or to permit any Person other than the parties hereto and their respective successors and assigns to rely upon or enforce the covenants, conditions and agreements contained herein; provided, that the Team Indemnitees and the City Indemnitees shall be third-party beneficiaries of Sections 10.7 and 10.6, respectively, and the Persons identified in Section 20.14 shall be third party beneficiaries of Section 20.14. The County shall be accorded the same admission, event parking and seating benefits for events held at the Soccer Stadium (such as Suites, Club Seats, and private-club usage) as are accorded to the City in this Agreement or any future amendments to it; the Suite rights granted to the County under Section 6.9.4 satisfy this obligation with respect to the Suite provided to the City under Section 6.9.4. The Team shall be responsible for providing such benefits during Team Events and the City shall be responsible for providing such benefits at all Other Events; provided, that the City shall be responsible for all parking benefits, if any, not otherwise provided by the Team to licensees of Suites or Club Seats. For purposes of enforcing its rights under the preceding sentence, the City and Team agree that the County shall be a third party beneficiary of this Agreement.

20.8.2 Notwithstanding Section 20.8.1, and subject to the provisions of Section 14.3.1, the Parties acknowledge and agree that MLS is a third party beneficiary of this Agreement and, as such, MLS shall have the right (but not the obligation) to cure any defaults of the Team, and (i) following its assumption of this Agreement, the Non-Relocation Agreement and the Other Transaction Documents, and (ii) the cure of all Team Defaults and its compliance with Sections 13.3 and 14.3.1, shall have the right to enforce the terms of this Agreement as against the City. Further, the City acknowledges that as between the Team and MLS, the Team is solely responsible for the performance of all obligations of the Team to the City under this Agreement, unless such obligations have been assumed by MLS in a written assignment and assumption agreement satisfactory to City.

20.9 Counterparts. This Agreement may not be executed by the Parties in separate counterparts. All signatures must appear on the same signature page.

20.10 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY IN FLORIDA.

20.11 Further Assurances. Each of the Parties shall execute and deliver or procure execution and delivery of such additional documents and instruments as may be necessary or appropriate to carry out the terms of this Agreement. Upon the Team's reasonable request, the City shall use good faith efforts to furnish, or cause outside legal counsel to furnish, such legal opinions as the Team may reasonably request in connection with any financing. The Team shall

reimburse the City for reasonable legal fees and expenses incurred in connection with any such opinion. The City shall, subject to the considerations contained in Section 1.4, and in accordance with Applicable Law, use commercially reasonable efforts to cooperate with the Team in connection with the preparation or submission of any application or other attempt to obtain any permit, license or variance related to the use or operation of the Soccer Stadium, including, without limitation, displaying Signage and other Advertising on or outside the exterior of the Soccer Stadium.

20.12 Required Reimbursements of State Funds.

20.12.1 Following the certifications by the Department of Economic Opportunity and approval by the Legislature, City shall conclude an agreement with the Department of Economic Opportunity in accordance with the Sales Tax Rebate Statutes and Regulations (the "Contract"). The Contract will require the City to reimburse the State under certain circumstances described in Section 20.12.2 of this Agreement.

20.12.2 Pursuant to the Contract, State Funds are subject to repayment to the State plus a five percent (5%) penalty under the following circumstances: (i) as described in Section 20.19, (ii) upon a determination by the Department of Economic Opportunity that false, misleading, deceptive or untrue information or representations have been submitted in the Application, and (iii) after all distributions of State Funds have been made, to the extent that the total distributions made under Florida Statutes Section 212.20(6)(d)6.f., exceed actual new incremental State sales taxes generated by sales at the Soccer Stadium during the term of the Contract, as described in Section 20.12.3 below (a "Sales Tax Aggregate Shortfall"). For the sake of clarity, the Sales Tax Rebate Statutes and Regulations shall define the circumstances requiring a Sales Tax Aggregate Shortfall and repayment of State Funds. Team shall be responsible for these repayment obligations to the State as required by the Sales Tax Rebate Statutes and Regulations. At any time that the City is required, pursuant to the Sales Tax Rebate Statutes and Regulations, to make any Sales Tax Aggregate Shortfall to the State (including, without limitation, following the Scheduled Expiration Date), the Team acknowledges and agrees that the City may immediately draw upon the Letter of Credit provided pursuant to Section 20.12.4 for the aggregate amount of the Sales Tax Aggregate Shortfall. If for any reason, the principal amount of this Letter of Credit is not sufficient to satisfy the Sales Tax Reimbursement (or if no letter of credit has been delivered to City), then Team covenants and agrees that it shall within five (5) Business Days following its receipt of written notice by City, pay to the State the amount of the Sales Tax Aggregate Shortfall that City is required to pay to the State that remains unsatisfied following the City's draw upon the Letter of Credit and application of such funds to this obligation. Team further covenants and agrees that it will, within five (5) Business Days following written notice from City, fully reimburse the City for all costs and expenses incurred by City in connection with City's payment of Sales Tax Aggregate Shortfall to the State for which City has not received reimbursement from the Team.

20.12.3 The Sales Tax Rebate Statutes and Regulations provide that after all the distributions of State Funds have been made to City in respect of the construction and development of the Soccer Stadium, then to the extent that the aggregate amount of distributions received by the City pursuant to Florida Statutes Section 212.20(6)(d)6.f.,

exceeds the actual new incremental State sales taxes generated by sales at the Soccer Stadium during the term of the Contract (the "Sales Tax Aggregate Shortfall"), the Applicant shall repay to State the amount of the Sales Tax Aggregate Shortfall. Team covenants and agrees that, upon notice by City that it is obligated to repay the Sales Tax Aggregate Shortfall, Team acknowledges that the provisions of Section 20.12.2 relating to the City's draw upon the Letter of Credit shall be applicable. The payment of a Sales Tax Aggregate Shortfall shall be deemed a Sales Tax Shortfall Reimbursement.

20.12.4 Commencing on the fifth annual anniversary of the first submission of the annual analysis by an independent certified public accountant demonstrating the actual amount of new incremental state sales taxes generated by sales at the Soccer Stadium during the previous twelve (12) month period (the "Annual Analysis") as required by the States Sales Tax Rebate Statute and Regulations and continuing every fifth anniversary date thereafter (i.e. on the tenth, fifteenth, twentieth and twenty-fifth annual anniversary) of the initial submission of the Annual Analysis, Team covenants and agrees that it shall increase the Letter of Credit (or cause a new letter of credit to be issued) in the amount of the cumulative shortfall of the State Funds cumulatively received by the City to date in excess of the actual amount of incremental State sales taxes generated by sales at the Soccer Stadium during such time; provided, however, that such requirement shall only be applicable if the cumulative shortfall exceeds \$5,000,000 at the time of the subject anniversary dates, in which case the Letter of Credit will be increased by the full amount of the cumulative shortfall within thirty (30) days of such determination with respect to any anniversary date.

20.13 Interpretation and Reliance. No presumption will apply in favor of any Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provisions hereof.

20.14 No Personal Liability. All costs, obligations and liabilities under this Agreement on the part of the City or the Team are solely the responsibility of the respective Party, and no partner, stockholder, member, director, officer, official, employee, agent or elected or appointed official of any Party to this Agreement shall be personally or individually liable for any costs, obligations or liabilities of such Party under this Agreement and each such Person may raise this Section 20.14 as a defense to any action brought seeking to impose such costs, obligations or liabilities on it. Except as any Party to this Agreement may otherwise agree in writing with regard to its liability, all Persons extending credit to, contracting with or having any claim against any Party to this Agreement, may look only to the funds and property of such Party for payment of any such suit, contract or claim to the extent such party is liable therefor, or for the payment of any costs that may become due or payable to them from any party to this Agreement.

20.15 Cost Agreement with Respect to the County. As a condition of entering into this Agreement, the Team agrees that it will be responsible for any Cost Overruns and operating losses associated with the Soccer Stadium and certifies that the Team, MLS or any other entity on their behalf will not request or seek additional funding from the County for any additional costs associated with the acquisition, construction, equipping, renovation or operation of the Soccer Stadium. Team covenants and agrees that it shall provide City with a letter of credit or

other financial guarantee of performance acceptable to City for its obligations under Section 2.6 and Section 2.9 of this Agreement.

20.16 MLS Rules and Regulations. The Parties acknowledge and agree that the Team's conduct of its MLS Home Games and the Team's exercise of its rights under this Agreement are subject to MLS Rules and Regulations in effect on the date hereof. Further, the Parties acknowledge and agree that this Agreement complies with all applicable terms of MLS Rules and Regulations in effect as of the date of this Agreement. To the extent that MLS shall change, amend, modify or revise the MLS Rules and Regulations following the date of this Agreement, and (i) such change, amendment, modification or revision requires additional staffing or equipment that the City would not otherwise have been obligated to provide that will substantially increase City's operating costs for an MLS Home Game or Other Team Event, or (ii) such change will interfere with the City's operation of the Soccer Stadium in a manner that is not generally accepted industry practice in the operation of professional sports venues, or (iii) have the effect of amending a business term not related to the conduct of MLS Home Games or Other Team Games contained in this Agreement, the Non-Relocation Agreement or the Other Transaction Documents, then the Team shall be responsible for the increased or additional operating costs or economic obligations of city arising from such change, amendment, modification or revision. This Agreement is expressly subject to the written approval of MLS and shall not be effective until such approval has been obtained.

20.17 Team's Commitment to Host Certain Games. The Team acknowledges and agrees that, within the first six (6) Contract Years of this Agreement (not including any Stub Year), the Team shall host four (4) international friendly games, each of which shall feature team(s) from premier leagues and/or national team(s) representing countries that are home to premier teams.

20.18 MLS All-Star Game. MLS and Team, jointly and severally, acknowledge and agree that they shall host, within the first six (6) Contract Years of this Agreement (not including any Stub Year), at least one (1) MLS "All-Star Game" at the Soccer Stadium, at no expense to City.

20.19 Repayment of Distributions of State Funds upon Non-Relocation Default. The Parties acknowledge and agree that this Agreement and the Non-Relocation Agreement requires the Team to pay to the State various amounts in the event of a Non-Relocation Default, including, without limitation, in the event that the Team relocates and no longer occupies or uses the Soccer Stadium to conduct its MLS Home Games as required hereunder, at any time prior to the completion of thirty (30) MLS Seasons following the Commencement Date. These Team payment obligations to the State are described in Subsections 20.19.1 and 20.19.2.

20.19.1 Upon a Non-Relocation Default under the Non-Relocation Agreement, Team agrees that it shall be solely responsible to pay the State an amount equal to the difference between (i) the aggregate amount that distributions of State Funds made to City during the term of the Contract to the date of the Non-Relocation Default by Team, pursuant to Florida Statutes Section 212.20(6)(d)6.f., exceeds (ii) the actual new incremental State sales taxes generated by sales at the Soccer Stadium during the term of the Contract

until the date of Team Non-Relocation Default ("Sales Tax Non-Relocation Default Cumulative Shortfall"), plus five percent (5%) of such excess.

20.19.2 In addition, following a Non-Relocation Default by Team, Team agrees that it shall be solely responsible to pay the State an amount equal to the aggregate amount of State Funds to be distributed to City in the future in respect to the contribution and development of the Soccer Stadium pursuant to Florida Statutes Section 212.20(6)(d)6.f. that will be made following the date that the Team has breached its Non-Relocation Covenants, relocated from the Soccer Stadium and no longer plays its MLS Home Games at the Soccer Stadium ("Sales Tax Non-Relocation Default Future Distributions Shortfall"), and collectively with the Sales Tax Non-Relocation Default Cumulative Shortfall, a "Sales Tax Non-Relocation Default Shortfall"), plus a five percent (5%) penalty in that amount.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date first written above.

CITY OF ORLANDO, FLORIDA

ORLANDO SPORTS HOLDINGS, LLC, a
Delaware limited liability company

By: _____

By: _____

Name:

Name:

Title:

Title:

AUTHORIZED REPRESENTATIVE OF OWNERS:

Name:

By its signature below, the undersigned authorized representative of Major League Soccer, L.L.C. acknowledges and agrees that (i) it has read and consents to the terms of this Agreement including Section 20.16 of this Agreement, (ii) it shall comply with the covenants contained in Section 20.18 of this Agreement, and (iii) this Agreement complies with all MLS Rules and Regulations in effect on the date hereof.

MAJOR LEAGUE SOCCER, L.L.C.,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

Glossary of Defined Terms

"AAA" shall have the meaning given to it in Section 16.1.4(a) of this Agreement.

"Actions or Proceedings" shall mean any lawsuit, proceeding, arbitration or other alternative dispute resolution process, Governmental Authority investigation, hearing, audit, appeal, administrative proceeding or judicial proceeding.

"ADA" shall mean the Americans with Disabilities Act of 1990, as the same has been amended or as the same may be amended from time to time hereafter, and the regulations promulgated thereunder and, to the extent that a court of competent jurisdiction would enforce the same, the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities, Standards for Accessible Design, 28 C.F.R. Part 36 Appendix A and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities, 36 C.F.R. Part 1191 Appendix A, as the same may have been amended or as the same may be amended from time to time hereafter.

"Administrative Expenses" shall have the meaning given to it in Section 5.2.2 of this Agreement.

"Admissions Tax" shall mean any Tax assessed, levied, charged, confirmed or imposed upon or with respect to, or payable out of or measured by, the proceeds resulting from the sale of Admission Tickets or other admissions charges for, or the number of admissions to or any license for the right to view, any Team Events (including, without limitation, any Tax created, levied, assessed, confirmed, adjudged, charged or imposed on or in connection with all or any portion of the amount paid pursuant to any purchase or license of any Premium Seating). For the avoidance of doubt, the Facility Fee shall not constitute an Admissions Tax.

"Admissions Tickets" shall mean the per event ticket or other admissions indicia sold by the Team, any User, the City or any ticketing agents, which authorizes admission to any seating at the Soccer Stadium for an Event and shall include the Ticket Component of any Premium Seating.

"Advance Other Team Event Reserved Dates" shall have the meaning given to it in Section 6.3.2 of this Agreement.

"Advertising Rights" shall mean the right to display, control, conduct, license, permit, sell and enter into agreements regarding the display of all Advertising, including, without limitation, sponsorship and official designations.

"Advertising" shall mean, collectively, all advertising, sponsorship and promotional activity, Signage, Pouring Rights or similar designations, rights of exclusivity and priority, and messages and displays of every kind and nature, including permanent, non-permanent and transitory Signage or advertising displayed on permanent or non-permanent advertising panels or

on structures, fixtures or equipment (such as scoreboard advertising and canopy advertising), whether within or on the exterior of the Soccer Stadium or elsewhere in or around the Soccer Stadium; audio or video public address advertising and message board advertising; electronic insertion and other forms of virtual advertising; sponsor-identified projected images; advertising on or in schedules, programs, Admission Tickets (except that Advertising on Admission Tickets to Other Events shall be the exclusive inventory of City and shall be subject to the terms of this Agreement) and yearbooks; all other print and display advertising; promotional events sponsored by advertisers; advertising display items worn or carried by Concessionaires or personnel engaged in the operation of any Event; and logos, slogans or other forms of advertising affixed to or included with cups, hats and t-shirts; Pitch-related advertising; advertising through Media Rights; and other Concessions, promotional or premium items.

"Agreement" shall mean this Soccer Stadium Use Agreement, dated as of the date first written above, by and between the City and the Team, together with all schedules, exhibits and appendices thereto, as the same may be amended, supplemented, modified, renewed or extended from time to time.

"Agreed Staffing Rate Structure" shall have the meaning given to it in Section 5.2.4 of this Agreement

"Annual Analysis" shall have the meaning given to it in Subsection 20.12.4 of this Agreement.

"Annual Capital Contribution Payment" shall have the meaning given to it in Section 5.3.

"Applicable Law" shall mean (i) any statute, law, treaty, rule, code, ordinance or regulation within the jurisdiction of the Governmental Authority promulgating the same, including the ADA, that is applicable to the Soccer Stadium or to Persons, facilities or activities within the Soccer Stadium; (ii) any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority with respect to any of the foregoing, the enforceability of which has not been stayed or appealed; or (iii) for purposes of the definition of Untenable Condition, any requirement of the Orlando Fire Department or other similar independent advisory organization addressing issues of risk to the health and safety of patrons, performers, employees or other individuals.

"Applicant" shall have the meaning given to it in the Sales Tax Rebate Statutes and Regulations and shall refer to the Party that submits the Application to the State.

"Application" shall have the meaning given to it in the Sales Tax Rebate Statutes and Regulations.

"Approvals" shall mean all permits, certificates (including Certificates of Occupancy), licenses, authorizations, variances, consents and approvals required by any Governmental Authority having jurisdiction.

"Arbitrable Dispute" shall mean any Dispute or Controversy between or among the Parties relating to this Agreement, except for Disputes or Controversies arising under the Non-Relocation Agreement or the Project Construction Agreement.

"Arbitration Panel" shall have the meaning given to it in Section 16.1.4(b) of this Agreement.

"Arbitration" shall have the meaning given to it in Section 16.1.4 of this Agreement.

"Arbitrator" shall have the meaning given to it in Section 16.1.4(b) of this Agreement.

"Available Balance" shall have the meaning given to it in Section 8.1.10 of this Agreement.

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

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

"Base Administrative Fee" shall have the meaning given to it in Section 5.2.2 of this Agreement.

"Beneficiaries" shall have the meaning given to it in the Sales Tax Rebate Statutes and Regulations.

"Break-Even Payment" shall have the meaning given to it in Section 5.2 of this Agreement.

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

"Capital Expenses" shall mean all costs and expenses incurred with respect to Capital Repairs and Capital Improvements.

"Capital Improvements" shall mean any material capital additions to the Soccer Stadium that (i) would not constitute Capital Repairs or work included in the definition of Maintenance and (ii) are practicable to implement.

"Capital Repairs" shall mean all substantial capital repairs, capital replacements, capital restoration or other capital work reasonably required to be performed on the Soccer Stadium (including, but not limited to, all equipment, fixtures, furnishing, facilities, surfaces, structures or components therein and thereof that have an expected useful life of five (5) years or more) and are necessary to (i) repair, restore or replace components of the Soccer Stadium no longer suitable for their intended purpose due to any damage, destruction, ordinary wear and tear or defects in construction or design; (ii) prevent permanent damage to the roof, foundation or structural integrity of the Soccer Stadium; or (iii) comply with Applicable Laws. For the avoidance of doubt, Capital Repairs shall not include work included in the definition of Maintenance.

"Capital Reserve Account" shall mean a separate account or a subaccount of an account maintained by the City for the Soccer Stadium that is maintained by the City pursuant to Section 2.6.4 of this Agreement for holding, applying, investing and transferring the funds collected and used for Capital Expenses.

"Capital Schedule and Budget" shall have the meaning given to it in Section 8.1.1 of this Agreement.

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

"Casualty Repair Work" shall have the meaning given to it in Section 12.1 of this Agreement.

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

"Citrus Bowl" shall mean the multi-purpose sports stadium known as the Florida Citrus Bowl, located at 1 Citrus Bowl Place, Orlando, Florida 32805.

"City" shall have the meaning given to it in the first paragraph of this Agreement.

"City Access Rights" shall have the meaning given to it in Section 2.4.3 of this Agreement.

"City Access Rights Default" shall have the meaning given to it in Section 2.4.3 of this Agreement.

"City Administrative Fee" shall have the meaning given to it in Section 5.2.1 of this Agreement.

"City Default" shall have the meaning given to it in Section 14.1.2 of this Agreement.

"City Event Promotion Right" shall have the meaning given to it in Section 6.1.6 of this Agreement.

"City Exclusive Areas" shall mean those portions of the Soccer Stadium, expressly excluding the Team Exclusive Areas, that will be reserved for the exclusive use of the City that are not intended for use by the general public, the Team or any Other User, as indicated in the Soccer Stadium construction plans, documents and drawings.

"City Fiscal Year" shall mean the fiscal year of the City which commences on October 1st and concludes on September 30th.

"City Indemnities" shall have the meaning given to it in Section 10.6.1 of this Agreement.

"City Promoted Event" shall mean (i) any Event at the Soccer Stadium, except a Team Event or Other Event for which the Team or one of its affiliates shall be the promoter of such Other User (whether in conjunction with City or otherwise), where the expenses of such Event are the responsibility of City, or (ii) where the City is the promoter and the Event is at City's economic risk.

"City Property Insurance Policy" shall have the meaning given to it in Section 10.2 of this Agreement.

"City Rights" shall mean all rights reserved by and/or granted to the City under this Agreement, including, without limitation, the Other Event Revenue Rights, the City Access Rights under Article 2 and each of the operating rights under Article 2.

"City's Soccer Stadium-Related Operating Expenses" shall have the meaning given to it in Section 5.2.1 of this Agreement.

"City's Soccer Stadium-Related Operating Shortfall" shall have the meaning given to it in Section 5.2 of this Agreement.

"City's Soccer Stadium-Related Operating Revenues" shall have the meaning given to it in Section 5.2.1 of this Agreement.

"Club Seats" shall mean those seats designated as "club seats" (or any replacement term adopted in the future) and for which a premium is charged above the Ticket Component for rights that include access to amenities not available to purchasers of general Admission Tickets, such as exclusive bars, restaurants or club areas.

"Commencement Date" shall have the meaning given to it in Section 4.1 of this Agreement.

"Components" shall mean those items and systems of real or tangible property incorporated into the Soccer Stadium and/or integral to the operation of the Soccer Stadium, limited to (i) heating, ventilating and air-conditioning; (ii) plumbing; (iii) electrical; (iv) mechanical; (v) telecommunications; (vi) roof systems; (vii) structural systems; (viii) vertical lift systems (e.g., escalators and elevators); (ix) seats; and (x) food and beverage preparation, dispensing and serving equipment.

"Concessionaire(s)" means any Person in the business of selling or furnishing a Concession, in, at, from or in connection with the operation of the Soccer Stadium, whether from any restaurant (whether open to the public or restricted to members thereof), club, membership dining room, concessions stand, catering or banquet facility, kiosk or other facility located therein or by individual vendors circulating the Soccer Stadium.

"Concessions Revenues" shall mean the aggregate amount received from Concessions Rights with respect to the Soccer Stadium, less any applicable Taxes and the amount of such revenues the Concessionaire is entitled to retain under any applicable agreement.

"Concessions" means food and beverages (both alcoholic and non-alcoholic).

"Concessions Rights" means, collectively, the right to sell, display, distribute and store Concessions at any location or through any method at the Soccer Stadium permitted under the definition of Concessionaire.

"Condemnation Action" means a taking by any Governmental Authority (or other Person with power of eminent domain) by exercise of any right of eminent domain or by appropriation or condemnation.

"Conditions Precedent" shall have the meaning given to it in Section 2.9.1 of this Agreement.

"Contact" shall mean the contract with the Department of Economic Opportunity to be entered by an Applicant that has been certified by the Department of Economic Opportunity and approved by the Legislature.

"Contract Year" shall mean any City Fiscal Year during the Term.

"Contractors" means all contractors, subcontractors, materialmen, suppliers, vendors, consultants and other Persons performing any work or providing any services, labor, materials or supplies with respect to all or any part of the Soccer Stadium.

"Cost Overruns" shall have the meaning given to it in the Project Construction Agreement and, until such time as a definitive Project Construction Agreement is executed, shall mean the Soccer Stadium construction cost overruns contemplated by the MOU.

"County" shall have the meaning given to it in the Recitals to this Agreement.

"Department of Economic Opportunity" means an agency of the State of Florida government with responsibility for certification and audit of Applicants for receipt of State Funds pursuant to Sales Tax Rebate Statutes and Regulations.

"Department of Revenue" means an agency of the State of Florida government with responsibility for making distributions and collecting reimbursements of State Funds pursuant to Sales Tax Rebate Statutes and Regulations to certified and approved Applicants.

"Dispute or Controversy" shall have the meaning given to it in Section 16.1.1 of this Agreement.

"Disputing Party" shall have the meaning given to it in Section 5.7 of this Agreement.

"Effective Date" shall mean the date that each of the Conditions Precedent have been satisfied or waived in writing by the Party entitled to the performance of such condition; provided that if the Conditions Precedent are not satisfied in full or waived by October 1, 2014, then this Agreement shall terminate.

"Encumbrances" shall mean any defects in, easements, covenants, conditions or restrictions affecting or other encumbrances on the title to the Soccer Stadium, whether evidenced by written instrument or otherwise evidenced.

"End of Term Casualty" shall have the meaning given to it in Section 12.3.1 of this Agreement.

"Event" shall mean any event conducted at the Soccer Stadium, including events of local, regional or national importance, concerts, family shows, professional and amateur sports events, such as NCAA competitions, MLS Home Games, games of any other sports team and other civic, political, community and not-for-profit events, provided that any activity that occurs in the Team Exclusive Areas shall not be considered an "Event".

"Event of Default" shall have the meaning given to it in Section 14.1.1 of this Agreement with respect to the Team and Section 14.1.2 of this Agreement with respect to the City, as applicable.

"Excess Tax" shall mean, collectively, (i) any Admissions Tax imposed by the City or any other Public Entity that the Team or any affiliate of the Team with substantial connections or operations at the Soccer Stadium is required to pay, or is required to collect from and remit on behalf of others, in excess of Taxes currently applicable to general Admissions Tickets or the Ticket Component; and (ii) any Targeted Taxes assessed by the City or any other Public Entity, or by any Governmental Authority by or through a written agreement with the City.

"Excess/Umbrella Policy" shall have the meaning given to it in Section 10.1.3 of this Agreement.

"Excluded Events" shall mean any of the following Events: (i) major sports events that occur only periodically (which may include Olympic events, the World Cup, NCAA Championships games, major collegiate championship games or other college conference championships games) where a third party promoter requires certain Advertising or Premium Seating rights from City as a condition to the Event being conducted at the Soccer Stadium designated as such by City pursuant to Section 5.2.3, (ii) Private Events, and (iii) not more than three (3) charitable, civic, political or Events other than Private Events in any Contract Year.

"Execution Date" shall mean the date that this Agreement has been executed by the second of the Parties and delivered to the other Party.

"Expiration Date" shall have the meaning given to it in Section 4.1 of this Agreement.

"Facility Fee" shall have the meaning given to it in Section 7.4.2.

"Final Order" shall mean a final non-appealable order by a court of component jurisdiction or, if applicable, an Arbitration Panel under this Agreement.

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

riot, sabotage, terrorism or threats of sabotage or terrorism; injunctions; other governmental action or change in law; power failure or other cause, whether of the kind herein enumerated or otherwise, that is not within the reasonable control of the Party claiming the right to delay or excuse performance on account of such occurrence. Notwithstanding the foregoing, for purposes of this Agreement, no action of any Governmental Authority shall, as applied to the City in its capacity as owner or operator under this Agreement, be considered governmental actions that excuse or may permit delay in performance by the City, and "Force Majeure Event" shall not include an inability to pay debts or other monetary obligations in a timely manner.

"GL Policy" shall have the meaning given to it in Section 10.1.1 of this Agreement.

"Governmental Authority" shall mean any jurisdiction, entity, court, board, agency, commission, authority, office, division, subdivision, department or body of any nature whatsoever and any governmental unit (federal, state, county, municipality or otherwise) whether now or hereafter in existence. Notwithstanding the foregoing, for purposes of this Agreement, the City, in its capacity as owner or operator of the Soccer Stadium under this Agreement, shall not be considered a Governmental Authority.

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

"Head Groundskeeper" shall mean the individual that is in charge of the Person engaged by the Team to perform all Maintenance of the Pitch.

"Initial Agreement" shall have the meaning given to it in the Recitals of this Agreement.

"Initial Term" shall have the meaning given to it in Section 4.1 of this Agreement.

"Injunctive Relief" shall mean a temporary restraining order, a preliminary or permanent injunction or similar equitable relief, including, without limitation, specific performance, awarded by a court or arbitrator of competent jurisdiction.

"Insolvency Proceeding" shall have the meaning given to it in Section 2.6.3 of this Agreement.

"Insurance Proceeds" shall mean any and all proceeds of any insurance policy required to be maintained under Article 10 of this Agreement.

"Intellectual Property License Agreement" shall have the meaning given to it in Section 6.1.10 of this Agreement.

"Interest Rate" means an interest rate per annum that is the per annum "prime rate" of interest announced, reported or published from time to time in *The Wall Street Journal* on the Money Rates Page (or a similar publication if *The Wall Street Journal* is no longer published or

no longer announces, reports or publishes such rate), changing as and when such "prime rate" changes, plus two percent (2%) unless a lesser rate is then the maximum rate permitted by law with respect thereto, in which event such lesser rate shall apply.

"Interlocal Agreement" shall have the meaning given to it in the Recitals of this Agreement.

"Key Personnel" shall mean, collectively, the Team Event Key Personnel and the Soccer Stadium Key Personnel.

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

"Legislature" shall mean the legislative bodies of the State of Florida consisting of the Florida Senate and Florida House of Representatives.

"Letter of Credit" shall have the meaning given to it in Section 2.6.1.

"Liability Premiums" shall have the meaning given to it in Section 10.2.2 of this Agreement.

"Lien" shall mean, with respect to any Property, any mortgage, lien, pledge, charge or security interest, and with respect to the Soccer Stadium, the term "Lien" shall also include any lien for taxes or assessments, builder, mechanic, warehouseman, materialman, contractor, workman, repairman or carrier lien or other similar liens.

"Loges" shall mean the private viewing boxes (other than Suites), whether denominated as loge boxes or otherwise, to be designed, constructed, furnished and equipped as part of the Soccer Stadium, which boxes shall not have more than six (6) seats.

"Losses" shall have the meaning given to it in Section 10.6.1 of this Agreement.

"Maintain" and "Maintenance" shall mean all work (including all labor, supplies, materials, equipment and equipment repair) reasonably necessary or advisable for the cleaning, care, maintenance (preventative and otherwise), repair or replacement of, the property, structures, surfaces, facilities, fixtures, equipment, furnishings, improvements and Components that form any part of the Soccer Stadium to maintain the Soccer Stadium to the Quality Operating Standard. Without limiting the preceding sentence, "Maintenance" shall include the following: (i) maintenance that is stipulated in the operating manuals for the Components; (ii) periodic testing of building systems, such as mechanical, card-key security, fire alarm, lighting, and sound systems; (iii) ongoing trash removal; (iv) maintenance, repair and component replacement procedures for heating, ventilating, air-conditioning, plumbing, electrical, mechanical, telecommunications, roof and structural systems and vertical lift systems (e.g., escalators and elevators), excluding Components that are substantial and have an expected useful life of 5 years or more (which shall be considered Capital Repairs); (v) spot or touchup painting; (vi) cleaning of the entire Soccer Stadium prior to, during and following, all Events and all other set-up and breakdown for Events; (vii) changing of light bulbs, ballasts, fuses, circuit breakers and filters; (viii) periodic repair and replacement of individual seats or components of Signage or

Soccer Stadium Information Systems; and (viii) maintenance of the Pitch in accordance with the standards of service and quality generally accepted within the stadium industry for first class soccer stadiums. With respect to the Pitch, "Maintain" and "Maintenance" shall mean all work (including all labor, supplies, materials, equipment and equipment repair) reasonably necessary or advisable to keeping the Pitch in accordance with the standards of service and quality generally accepted within the stadium industry for first class soccer stadiums, including, but not limited to, installation, mowing, striping, fertilizing, watering and irrigation, application of pesticide, and turf repair.

"Major Untenable Condition" shall have the meaning given to it in Section 12.1.2 of this Agreement.

"Marks" shall mean any and all trademarks, service marks, copyrights, names, symbols, words, logos, colors, designs, slogans, emblems, mottos, brands, designations and other intellectual property (and any combination thereof) in any tangible medium.

"Material Deprivation Default" shall have the meaning given to it in Section 14.4.2 of this Agreement.

"Media Revenues" shall mean the aggregate amount received from sales of Media Rights with respect to the Soccer Stadium and Team Events.

"Media Rights" shall mean the right to control, conduct, sell, license, publish, authorize and enter into agreements with respect to all media, means, technology, distribution channels or processes, whether now existing or hereafter developed and whether or not in the present contemplation of the Parties, for preserving, transmitting, disseminating or reproducing for hearing or viewing, Events and descriptions or accounts of or information with respect to Events (including motion pictures), including by Internet, radio and television broadcasting, print, film, photographs, video, tape reproductions, satellite, closed circuit, cable, digital, broadband, DVD, satellite, pay television, and all comparable media.

"MLS" shall have the meaning given to it in the first paragraph of this Agreement and such term shall also refer to any successor league that governs major league professional soccer in the United States.

"MLS Home Game" shall mean any regular season or playoff game between the MLS Team and any other MLS member team in which the MLS Team is designated as the home team. MLS Home Games shall not include any neutral site game, even if the MLS Team is designated as the "home" team.

"MLS Home Game Reserved Dates" shall have the meaning given to it in Section 6.3.1 of this Agreement.

"MLS Playoff Period" shall have the meaning given to it in Section 6.3.1 of this Agreement.

"MLS Rules and Regulations" shall mean the MLS Constitution, the MLS Bylaws, each of the rules, regulations, memoranda, resolutions, policies, procedures, interpretations and

directives of the MLS, any governing body thereof (including, without limitation, the MLS Board of Governors) or the MLS Commissioner generally applicable to all MLS member teams, any agreements and arrangements to which the MLS or the MLS member teams generally are (or after the date of this Agreement may become) subject, including, without limitation, all current and future television, radio and other agreements involving the telecast of MLS games and all current and future collective bargaining agreements between the MLS and the MLS Players' Association, in each case, as they may be amended, modified, extended or supplemented from time to time. MLS Rules and Regulations are generally applicable to all MLS member teams, but an MLS Rule or Regulation may disproportionately impact individual MLS member teams.

"MLS Season" shall mean a period of time beginning with the opening of training camps and ending forty-eight (48) hours after the last playoff game of an MLS Season as established from time to time under the MLS Rules and Regulations.

"MLS Team" shall have the meaning given to it in the Recitals of this Agreement.

"MOU" shall have the meaning given to it in the Recitals of this Agreement.

"Naming Rights" shall mean, collectively, the right to (i) name and re-name the Soccer Stadium and any portion thereof, including the right to grant the Soccer Stadium Name, and (ii) contract from time to time with any Person or Persons (a "Naming Rights Sponsor") on such terms as the Team determines with respect to the naming or sponsored attribution of the Soccer Stadium or any portion thereof (a "Naming Rights Agreement").

"Naming Rights Agreement" shall have the meaning given to it in the definition of Naming Rights.

"Naming Rights Sponsor" shall have the meaning given to it in the definition of Naming Rights.

"Necessary Capital Repair" shall have the meaning given to it in Section 8.1.3 of this Agreement.

"New MLS Required Improvement" shall have the meaning given to it in Section 8.1.7 of this Agreement.

"Non-Disputing Party" shall have the meaning given to it in Section 5.7.

"Non-Relocation Agreement" shall have the meaning given to it in Section 2.6.1 of this Agreement.

"Non-Relocation Covenants" shall have the meaning given to it in Section 14.1.1(b) of this Agreement.

"Non-Relocation Default" shall have the meaning given to it in Section 14.1.1(b) of this Agreement.

"Non-Suite Premium Seating" shall mean the Premium Seating other than Suites and Suite lounge areas.

"Non-Suite Premium Seating Rights" shall mean, collectively, the right to sell, license or otherwise grant the right to use any of the Non-Suite Premium Seating.

"Operating Expenses" shall have the meaning given to it in Section 7.5.1 of this Agreement.

"Opt-Out Event" shall have the meaning given to it in Section 5.2.3 of this Agreement.

"Other Event Date" means any date on which an Other Event is scheduled.

"Other Event Revenue Rights" shall have the meaning given to it in Section 6.8 of this Agreement.

"Other Events" shall mean all Events other than Team Events.

"Other Rights" shall mean all rights to control, license, sell and contract with respect to revenue rights relating to Events, whether now existing or developed in the future and whether or not in the current contemplation of the Parties, other than the Team Exclusive Revenue Rights and the right to Concessions Revenues, Admissions Tickets Revenues, revenues from Ticket Operations, Media Revenues or any other revenues expressly allocated between the City and the Team under this Agreement.

"Other Team Event" shall mean any event conducted at the Soccer Stadium by the Team that is intended to benefit ticket holders, sponsors, and/or fans of the Team or the Team, charities and/or the community, and is not and could not reasonably be undertaken for commercial or "for-profit" purposes. For the avoidance of doubt, such Other Team Events shall not include Other Team Games, music concerts, family shows, conventions or any other income generating event typically conducted at similar Soccer Stadiums in the United States.

"Other Team Event Reserved Dates" shall have the meaning given to it in Section 6.3.2 of this Agreement.

"Other Team Game" shall mean any pre-season MLS game, MLS-sanctioned exhibition game (e.g., MLS Team versus international club team), or tournament that is not part of the MLS schedule involving (i) the MLS Team, or (ii) any professional or semi-professional soccer team affiliated with the Team or a Team Practice. Other Team Games shall be treated for the purpose of Section 6.3.2 as an Other Team Event.

"Other Users" shall mean Users of the Soccer Stadium other than the City or the Team.

"Other Users Exclusive Areas" shall mean those portions of the Soccer Stadium that may from time to time be reserved for recurring Users of the Soccer Stadium (other than the City and the Team) by the City and are not intended for use by the general public, the City, the Team or the MLS, provided that such areas (i) are constructed through funding from sources other than the Capital Reserve Account and as indicated in the Soccer Stadium construction plans,

documents and drawings, (ii) do not materially and adversely affect the Team Rights, and (iii) are not used to sell MLS or Team merchandise.

"Owners" shall have the meaning given to it in the first paragraph of this Agreement.

"Parties" shall have the meanings given to them in the first paragraph of this Agreement.

"Payment Default" shall have the meaning given to it in Section 14.1.1(a) of this Agreement.

"Permanent Advertising Signage" shall mean all Signage that is affixed to the Soccer Stadium structure or the Soccer Stadium Site, but excluding Temporary Advertising Signage.

"Permitted Encumbrances" shall mean, collectively, (i) the easements and other Encumbrances, Liens or restrictions of record permitted pursuant to the Project Construction Agreement; (ii) subject to the Team's rights under this Agreement, including those set forth in Article 9, Liens for Taxes that are accrued but not yet payable or which are being contested in good faith by appropriate proceedings in accordance with the terms of this Agreement; (iii) statutory Liens of landlords, statutory liens and rights of set-off of banks, statutory Liens of carriers, warehousemen, mechanics, repairmen, workmen and materialmen, and other Liens imposed by law, in each case incurred in the ordinary course of business for amounts not yet overdue; (iv) licenses or use rights granted to third parties in accordance with the terms of this Agreement; and (v) Encumbrances that (A) do not result in a diminution in the value of the City's interest in the Soccer Stadium (including the Soccer Stadium Site) or (B) materially interfere with the use and operation of the Soccer Stadium (including the Soccer Stadium Site).

"Permitted Uses" shall have the meaning given to it in Section 6.1 of this Agreement.

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

"Personal Property Tax" shall mean any general or special, ordinary or extraordinary, Florida state, county, and/or municipal ad valorem or other property taxes and surcharges levied or imposed upon or in relation to ownership of personal property by a Person at the tax rates in effect from time to time during the Term, together with interest and penalties thereon, if any.

"Pitch" shall mean all grass surfaces including the playing field and surrounding surfaces within the Soccer Stadium designed for the playing, presenting or conducting of Team Events.

"Pouring Rights" shall mean the right to make available, sell, dispense and serve beverages during Events and/or at the Soccer Stadium, which right may or may not be to the exclusion of other beverage vendors, and to identify the holder of such right as the "official" provider of such beverage at the Soccer Stadium.

"Premium Seating" shall mean, collectively, the Club Seats, the Suites, the Loges and if applicable, the Club Seat, Loge and Suite lounge areas, and any other seating which may have

exclusive access for its patrons on a separate concourse and is or may be serviced by separate catering services and maintenance support.

"Premium Seating Staff" shall mean the staff that services Premium Seating.

"Prime Sponsor" shall mean the Naming Rights Sponsor for the Soccer Stadium plus not more than eleven (11) other Team sponsors who have concluded substantial sponsorship agreements with or related to the Team or the Soccer Stadium, which Prime Sponsors, and their respective defined exclusive advertising categories, which defined exclusive advertising categories shall number no greater than twelve (12), in the aggregate, have been identified by the Team in a writing delivered to the City no later than ninety (90) days prior to the commencement of each Contract Year; *provided, however*, that the Team may update or modify its Prime Sponsor identification at any time upon thirty (30) days prior written notice to the City. Such updated Prime Sponsor identification shall be effective following such thirty (30) day period except in the case of any contract that results from negotiations between the City and a Person that conflicts with such updated Prime Sponsor which negotiation originated prior to such updated notice and continued thereafter to conclusion and provided the Other Event is concluded within one hundred eighty (180) days of the effective date of such amended notice.

"Private Events" shall mean Other Events that are non-ticketed or are not open to the general public (e.g., private parties or receptions).

"Private Sector Transferees" shall have the meaning given to it in Section 13.2.2 of this Agreement. For the avoidance of doubt, the Team may be considered as a potential Private Sector Transferee.

"Project Construction Agreement" shall mean the MOU until the execution and delivery of the definitive Project Construction Agreement by and among the City, the Team and Soccer Stadium Development, LLC (or such other Person mutually agreed upon by the City and the Team), as contemplated by the MOU, as each may be amended, supplemented, modified, renewed or extended from time to time.

"Prompt Cure" shall mean the time period adjudicated by a court of competent jurisdiction but in any event not longer than thirty (30) days.

"Property" shall mean any interest or estate in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"Public Entities" shall mean, collectively, the City and each other City agency, commission, division, board, departments, instrumentality or other body or entity within the City's direct control.

"Quality Operating Standard" means the standard of quality, fiscal responsibility and performance with respect to the ongoing Maintenance, operation and management provided by the following stadiums, taken as a whole: (i) PPL Park in Philadelphia, PA; (ii) BBVA Compass Stadium in Houston, TX; and (iii) Dick's Sporting Goods Park in Denver, CO (collectively, the "Comparable Facilities"). In the event that any of the Comparable Facilities shall be closed, shall permanently cease to host MLS games or, upon mutual agreement by the Parties or as

determined by an Arbitrator, shall, as generally reputed within the stadium industry, cease to be maintained and operated in accordance with the standards of service and quality generally accepted within the stadium industry for first class soccer stadiums, then (a) such stadiums shall be deleted from the list of Comparable Facilities and (b) the City and the Team shall agree upon substitute stadium(s) to replace the deleted arena(s), with approximate adjustments to reflect newer buildings and technology than that possessed by the Soccer Stadium. Until such substitution is made, the stadiums not so deleted shall constitute the Quality Operating Standard and the Comparable Facilities.

"Renewal Term" shall have the meaning given to it in Section 4.3 of this Agreement.

"Responsible Officer" shall mean, with respect to the subject matter of any certificate, representation, warranty or other action of any Person contained in this Agreement (including actions under Section 16.1.2), a vice president or higher corporate officer of such Person who, in the normal performance of his or her operational responsibility, would have knowledge of such matter and the requirements with respect thereto and/or is authorized to sign such a certificate, make such representation or warranty binding on such Person or take such action.

"Retail Goods" shall mean retail goods, merchandise and products (including souvenirs, apparel, novelty items and licensed products).

"Retail Rights" shall mean the right to sell Retail Goods to the general public at the Soccer Stadium and to operate areas within the Soccer Stadium for such purposes, including those described in Section 16.1.

"Retail Use Agreement" shall have the meaning given to it in Section 6.6 of this Agreement.

"Review and Approval or Consent Rights" shall have the meaning given to in Section 17.3 of this Agreement.

"Reviewing Party" shall have the meaning given to it in Section 17.3 of this Agreement.

"Sales Tax" shall mean any general or special, ordinary or extraordinary, Florida state, county, and/or municipal sales, use or similar taxes and surcharges and all other local option surtaxes and/or surcharges levied or imposed upon or in relation to all sums of money or considerations received by a Person at the tax rates in effect from time to time during the Term, together with interest and penalties thereon, if any.

"Sales Tax Annual Shortfall" shall mean the amount in any year that the distributions of State Funds to the City in such year exceeds the actual new incremental State sales taxes generated by sales at the Soccer Stadium during the applicable year.

"Sales Tax Aggregate Shortfall" shall have the meaning given to it in Section 20.12.3 of this Agreement.

"Sales Tax Rebate Statutes and Regulations" shall mean Florida Statutes Section 212.20 and Section 288.11625 (2014), as may be amended from time to time, and all other Florida

statutes and regulations governing for screening, certifying applicants as a facility for a new or retained professional sports franchise, and auditing compliance by Applicants and Beneficiaries and the distribution and recovery of State Funds including, without limitation, under the Sports Development Program as established by Section 4, Chapter 2014-167, Laws of Florida (and proposed for statutory codification at Section 288.11625, Florida Statutes.

"Sales Tax Non-Relocation Default Cumulative Shortfall" shall have the meaning given to it in Section 20.19.1 of this Agreement.

"Sales Tax Non-Relocation Default Future Distributions Shortfall" shall have the meaning given to it in Section 20.19.2 of this Agreement

"Sales Tax Non-Relocation Default Shortfall" shall mean collectively the amount of the Sales Tax Non-Relocation Default Cumulative Shortfall and the amount of the Sales Tax Non-Relocation Default Future Distributions Shortfall, plus 5% of such total.

"Sales Tax Shortfall Reimbursement" shall mean the required payment to State by Team of either a Sales Tax Aggregate Shortfall, a Sales Tax Non-Relocation Default Cumulative Shortfall or a Sales Tax Non-Relocation Default Shortfall pursuant to Section 20.12, or Section 20.19 of this Agreement.

"Scheduled Expiration Date" shall have the meaning given to it in Section 4.1 of this Agreement.

"Signage" shall mean all signage (whether permanent or temporary) in or on the Soccer Stadium, including, without limitation, scoreboards, jumbotron or other replay screens, banners, displays, "ribbon boards," time clocks, message centers, advertisements, signs and marquee signs.

"Single Arbitrator" shall have the meaning given to it in Section 16.1.4(l) of this Agreement.

"Soccer Equipment" shall mean all equipment normally used during an MLS soccer game, including, but not limited to, soccer goals, soccer nets, soccer balls, corner flags and equipment used by the referee team.

"Soccer Retail Goods" shall mean apparel and merchandise associated with (i) the MLS or any of their respective teams (including the Team) or players, (ii) any other league associated with, sponsored by or branded with the Marks of the MLS and any of their respective teams, or (iii) any other apparel and merchandise related to soccer.

"Soccer Stadium" shall have the meaning given to it in Section 2.1 of this Agreement.

"Soccer Stadium Information Systems" shall mean, collectively, the public address system, scoreboards, video boards, broadcast facilities, ribbon boards, matrix boards and message boards, game clocks and similar systems (and all related control and equipment rooms), whether located within or outside the Soccer Stadium, but shall not be construed to include general computer systems.

"Soccer Stadium Intellectual Property" shall have the meaning given to it in Section 6.1.10 of this Agreement.

"Soccer Stadium Key Personnel" shall mean the staff that services Premium Seating customers at the Premium Seating level (which staff shall be deemed to include any Premium Seating Staff), LED and videoboard operators, public address announcers, music directors, and supervisors of key "front of the house" functions at the Premium Seating level, which supervisors shall include the supervisors of the Premium Seating Staff.

"Soccer Stadium Management" shall have the meaning given to it in Section 7.1 of this Agreement.

"Soccer Stadium Name" shall mean the name given to the Soccer Stadium in any Naming Rights Agreement and any replacements thereof from time to time.

"Soccer Stadium Site" shall have the meaning given to it in the Recitals of this Agreement.

"Special Maintenance" shall have the meaning given to it in Section 8.1.8 of this Agreement.

"State" or "State of Florida" shall mean the State of Florida, USA.

"State Funds" shall mean the funds distributed to an Applicant certified by the Department of Economic Opportunities and approved by the Legislature pursuant to the Sales Tax Rebate Statutes and Regulations.

"Stay Motion" shall have the meaning given to it in Section 2.6.3(b) of this Agreement.

"Stub Year" shall have the meaning given to it in Section 4.1 of this Agreement.

"Substantial Completion" shall mean the date the Team shall have obtained all applicable governmental approvals and permits, including, but not limited to, a Certificate of Occupancy necessary to allow an MLS Home Game to be conducted at the Soccer Stadium to substantial capacity.

"Suite Rights" shall mean, collectively, the right to sell, license or otherwise grant the right to use the Suites (and to sell all corresponding Admissions Tickets).

"Suites" shall mean the private viewing boxes, whether denominated as luxury suites or otherwise, but excluding the Loges, Club Seats, party suites and their respective lounge areas, to be designed, constructed, furnished and equipped as part of the Soccer Stadium and any Suite lounge areas.

"SUM" shall mean Soccer United Marketing, LLC, a Delaware limited liability company that is an affiliate of MLS.

"Targeted Taxes" shall mean any Tax (or payment in lieu thereof) created, levied, assessed, confirmed, adjudged, charged or imposed on or against (i) the activities conducted at the Soccer Stadium by the Team, and of its Affiliates or any of their invitees, or any income, revenues, profits or other consideration generated therefrom (unless the Tax applies to substantially all other businesses or persons in the jurisdiction of the applicable Governmental Authority or income, revenue, profits or other consideration therefrom); (ii) the gross receipts or incomes of players, coaches, the Team or direct or indirect owners of the Team who use or otherwise participate in activities at the Soccer Stadium (unless the Tax is one of general application levied against or imposed on the gross receipts or incomes of all people, enterprises or owners of enterprises, as the case may be, within the jurisdiction of the applicable Governmental Authority); (iii) any capital gain on or appreciation in the investment in the Team (unless the Tax is one of general application); or (iv) the sale of any asset or ownership interest in the Team or any of its Affiliates (unless the Tax is one of general application).

"Tax" or "Taxes" shall mean any general or special, ordinary or extraordinary, tax, imposition, assessment, levy, usage fee, excise or similar charge (including any ad valorem or other property taxes), however measured, regardless of the manner of imposition or beneficiary, that is imposed by any Governmental Authority.

"Team" shall have the meaning given to it in the first paragraph of this Agreement.

"Team Access Rights" shall have the meaning given to it in Section 2.4.1 of this Agreement.

"Team Access Rights Default" shall have the meaning given to it in Section 2.4.1 of this Agreement.

"Team Consultation Rights" shall have the meaning given to it in Section 7.8 of this Agreement.

"Team Default" shall have the meaning given to it in Section 14.1.1 of this Agreement.

"Team Event Expenses" shall have the meaning given to it in Section 7.5.2 of this Agreement.

"Team Event Key Personnel" shall mean all scorers, statisticians, officials, timekeepers, in-Soccer Stadium announcers and music directors, whether employed by the Team related to or necessary for the presentation or supervising of the Team Events by the Team.

"Team Event Revenue Rights" shall have the meaning given to it in Section 6.4.2 of this Agreement.

"Team Event Revenues" shall mean all revenues derived from the exploitation of the Team Event Revenue Rights.

"Team Events" shall mean (i) MLS Home Games, (ii) media events and other events related to MLS Home Games, (iii) Other Team Events including Team Practices and (iv) Other Team Games held at the Soccer Stadium.

"Team Exclusive Areas" shall mean those portions of the Soccer Stadium that will be reserved for the exclusive use of the Team that are not intended for use by the general public, the City or any Other User (other than the Team), including, the following areas within the Soccer Stadium: (i) Team office space; (ii) Team storage areas; (iii) MLS Team locker rooms; (iv) the Team Store, as indicated in the Soccer Stadium construction plans, documents and drawings; and (v) if, and only if, parking spaces are constructed on the Soccer Stadium Site, a reasonable number of parking spaces on the Soccer Stadium Site with due consideration of the actual number of such parking spaces and the needs of both of the City and the Team.

"Team Exclusive Revenue Rights" shall have the meaning given to it in Section 6.4.1 of this Agreement.

"Team Exempt Real Estate Taxes" shall have the meaning given to it in Section 9.1 of this Agreement.

"Team Game Personnel" shall have the meaning given to it in Section 7.2.2 to this Agreement.

"Team Indemnitees" shall have the meaning given to it in Section 10.7.1 of this Agreement.

"Team Lender" shall have the meaning given to it in Section 2.6.4(g) of this Agreement.

"Team Non-Relocation Default" shall have the meaning given to it in the Non-Relocation Agreement.

"Team Opt-Out Event Expenses" shall have the meaning given to it in Section 5.2.3 of this Agreement.

"Team Practices" shall have the meaning given to it in Section 6.3.1 of this Agreement.

"Team Property" means all personal property (i) that is placed in or upon the Soccer Stadium and/or the Soccer Stadium Site, whether owned, leased, consigned or otherwise, by the Team; or (ii) that is controlled by the Team excluding, in the case of each of clauses (i) and (ii), personal property placed in or upon the Soccer Stadium and/or the Soccer Stadium Site by the Team under the Project Construction Agreement.

"Team Property Insurance Policy" shall have the meaning given to it in Section 10.1.4 of this Agreement.

"Team Reserved Dates" shall have the meaning given to it in Section 6.3.2 of this Agreement.

"Team Rights" shall mean all rights granted to the Team under the Agreement, including, without limitation, the exclusive right to play professional soccer games at the Soccer Stadium, the Team Exclusive Revenue Rights, the Team Event Revenue Rights, the rights of the Team set forth in Article 7 and the Team Access Rights.

"Team Store" means one (1) retail store or other fixed location within the Soccer Stadium open to the general public on a year-round basis, including during all Team Events and Other Events. Such store shall primarily sell merchandise associated with the Team, Soccer Stadium and Soccer Retail Goods.

"Team Taxes" shall have the meaning given to it in Section 9.1 of this Agreement.

"Team Use Periods" shall have the meaning given to it in Section 2.3 of this Agreement.

"Team's Beneficial Rights" shall have the meaning given to it in Section 3.3 of this Agreement.

"Temporary Advertising Signage" shall mean all advertising Signage that (i) is not fixed on the exterior of the Soccer Stadium structure, or that is not affixed (other than temporarily) on the interior of the Soccer Stadium structure, and (ii) when referring to the City's Advertising Rights, is intended to be displayed inside the Soccer Stadium only at Other Events, including advertising appearing on telescreens, scoreboards, public address systems, banners, posters, signs surrounding the Pitch, rotational signage, static displays including kiosks and vehicles, other moving or moveable signage and all LED or other electronic displays.

"Term" shall have the meaning given to it in Section 4.1 of this Agreement.

"Third Party Claim" means the assertion or commencement of any action, suit, claim, or other legal proceeding arising out of this Agreement, the Soccer Stadium or the performance of the Parties' obligations under this Agreement, made or brought against a Party by any Person who is not a Party or an affiliate of a Party.

"Ticket Component" shall mean, in each Contract Year in which Suite licensees, Club Seat licensees, Loge licensees or other Premium Seating licensees pay a license fee that entitles them to tickets for one or more Events without paying an additional charge ("Included Events"), the sum, for all Included Events, of (i) the Ticket Price for each Included Event in such Contract Year, multiplied by (ii) the number of Admission Tickets issued to such licensee for such Included Event.

"Ticket Operations" shall mean all ticket facilities of every kind and description, whether now existing or hereafter developed and all rights (but shall not include advertising with respect to Admission Tickets to Events) relating thereto, including ticket windows and ticket sale facilities (such as computerized ticket equipment systems), and the printing, selling and distributing Admission Tickets to all Events and the printing and distributing of press credentials.

"Ticket Operations Rights" shall mean the right to the full use and enjoyment of, and right to control, provide, conduct, license, grant concessions with respect to and contract for, Ticket Operations with respect to the Soccer Stadium or any Event, including the right to sell or license the right to provide Ticket Operations on an exclusive or nonexclusive basis.

"Ticket Price" shall mean, for each Event, the highest price charged for general admissions tickets to such Event, excluding any Taxes, Facility Fees or other charges.

"Transaction Documents" shall mean, collectively, this Agreement, the Project Construction Agreement, the Non-Relocation Agreement, the Intellectual Property License Agreement and all agreements and instruments entered into in connection with or pursuant to this Agreement or such other agreements.

"Transfer" shall have the meaning given to it in Section 13.1 of this Agreement.

"Twenty-Four (24) Hour Security" shall mean all security personnel at the Soccer Stadium that are not included on Event settlements.

"Untenable Condition" means that the use or occupancy of any material portion of the Soccer Stadium for MLS Home Games is not permitted under Applicable Law or, following a determination by a Governmental Authority, is otherwise unsuitable for customary usage for MLS Home Games, including due to any Condemnation Action, taking or Force Majeure Event that does not result in a Casualty that is submitted to an independent architect or construction manager pursuant to Section 12.3.3, but only to the extent that the same (if not due to any Condemnation Action, taking or Force Majeure Event) is not arising from or related to the failure of the Team to perform its obligations as required under the Agreement, including, without limitation, the maintenance of the Pitch and such other Team responsibilities set forth in Section 7.2 of the Agreement. Untenable Condition shall not include a Casualty. In the event that a Governmental Authority does not make a determination of an Untenable Condition but either of the City or the Team reasonably believes that an Untenable Condition exists, then the Parties shall timely vote on whether an Untenable Condition exists, with City having three (3) votes and Team having two (2) votes.

"Use Rights" shall have the meaning given to it in Section 2.1 of this Agreement

"User" shall mean Persons (whether on a long-term or short-term, or continuing or periodic basis) that license, sublicense or otherwise use any part of the Soccer Stadium.

"Workers' Compensation Policy" shall have the meaning given to it in Section 10.1.2 of this Agreement.

EXHIBIT B

Outline of Soccer Stadium Site

EXHIBIT C

Non-Relocation Agreement

See attached.

EXHIBIT D

Reserved

EXHIBIT E

Intellectual Property License Agreement

EXHIBIT F

Reserved

EXHIBIT G

Financial Assurance Requirements

1. During the Term, or until such time that the Team elects to make a Ten Million Dollar (\$10,000,000) lump-sum contribution in accordance with the terms of Section 5.3 of the Agreement, the Team shall provide the City with an unconditional and irrevocable direct-pay letter of credit in the amount of Six Hundred Seventy-Five Thousand Dollars (\$675,000) drawn on a bank with at least one rating that is A+ or A1, or higher, from a nationally recognized credit rating agency or other financial guarantee acceptable to the City for the purpose of securing the on-going payment of the Annual Capital Contribution Payment. In the event the City, due to a Payment Default by the Team, elects to draw down on the letter of credit described in the preceding sentence, the Team acknowledges and agrees that it shall take all necessary action to restore the amount available to the City under such letter of credit to Six Hundred Seventy-Five Thousand Dollars (\$675,000) no later than two (2) Business Days following any draw down by the City.

2. During the Term, the Team will provide to the City an unconditional and irrevocable direct-pay letter of credit in a form satisfactory to City in its reasonable discretion and in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) drawn on a bank with at least one rating that is A+ or A1, or higher, from a nationally recognized credit rating agency or other financial guarantee acceptable to the City for the purpose of securing the amounts to paid by the Team as Break-Even Payments and other amounts under the Agreement other than the Annual Capital Contribution Payment. In the event the City, due to a Payment Default by the Team, elects to draw down on the letter of credit described in the preceding sentence, the Team acknowledges and agrees that it shall take all necessary to action to restore the amount available to City under such letter of credit to Two Hundred Fifty Thousand Dollars (\$250,000) no later than two (2) Business Days following any draw down by City.

3. During the Term, the Team agrees to increase the amount of the letter of credit described in paragraph 2 above under the circumstances described in Section 20.12.4. Team agrees that it shall, on a timely basis, renew the term of the letter of credit so that such letter of credit will at all times be enforceable both during the Term of this Agreement and for a period of one (1) year following the Scheduled Expiration Date.

EXHIBIT H

Prepayment Schedule

Assumes Loan Funded 12/31/2014

							4.51%	
<u>Pmt No.</u>	<u>Pmt. Date</u>	<u>Beginning Bal.</u>	<u>Interest</u>	<u>Amount</u>	<u>Principal</u>	<u>End Balance</u>		
1	12/31/2015	10,000,000	450,878	675,000	224,122	9,775,878	Term	25
2	12/31/2016	9,775,878	440,773	675,000	234,227	9,541,651	Principal	10,000,000
3	12/31/2017	9,541,651	430,212	675,000	244,788	9,296,863	Interest Rate	4.5087819%
4	12/31/2018	9,296,863	419,175	675,000	255,825	9,041,039	Payment	(\$675,000.00)
5	12/31/2019	9,041,039	407,641	675,000	267,359	8,773,679		
6	12/31/2020	8,773,679	395,586	675,000	279,414	8,494,266		
7	12/31/2021	8,494,266	382,988	675,000	292,012	8,202,253		
8	12/31/2022	8,202,253	369,822	675,000	305,178	7,897,075		
9	12/31/2023	7,897,075	356,062	675,000	318,938	7,578,137		
10	12/31/2024	7,578,137	341,682	675,000	333,318	7,244,819		
11	12/31/2025	7,244,819	326,653	675,000	348,347	6,896,472		
12	12/31/2026	6,896,472	310,947	675,000	364,053	6,532,419		
13	12/31/2027	6,532,419	294,533	675,000	380,467	6,151,951		
14	12/31/2028	6,151,951	277,378	675,000	397,622	5,754,329		
15	12/31/2029	5,754,329	259,450	675,000	415,550	5,338,779		
16	12/31/2030	5,338,779	240,714	675,000	434,286	4,904,493		
17	12/31/2031	4,904,493	221,133	675,000	453,867	4,450,626		
18	12/31/2032	4,450,626	200,669	675,000	474,331	3,976,295		
19	12/31/2033	3,976,295	179,282	675,000	495,718	3,480,578		
20	12/31/2034	3,480,578	156,932	675,000	518,068	2,962,509		
21	12/31/2035	2,962,509	133,573	675,000	541,427	2,421,083		
22	12/31/2036	2,421,083	109,161	675,000	565,839	1,855,244		
23	12/31/2037	1,855,244	83,649	675,000	591,351	1,263,893		
24	12/31/2038	1,263,893	56,986	675,000	618,014	645,879		
25	12/31/2039	645,879	29,121	675,000	645,879	0		