

**AMENDED AND RESTATED
SOCCER STADIUM NON-RELOCATION AGREEMENT
by and among**

**THE CITY OF ORLANDO, FLORIDA
The City**

and

ORLANDO SPORTS HOLDINGS

Dated: _____, 2014

APPENDICES, EXHIBITS AND SCHEDULES

APPENDICES:

APPENDIX A Defined Terms
APPENDIX B Addresses for Notices

SCHEDULES:

SCHEDULE 5.16 Permitted Assigns

AMENDED AND RESTATED NON-RELOCATION AGREEMENT

THIS AMENDED AND RESTATED NON-RELOCATION AGREEMENT (this "Non-Relocation Agreement") is made and entered into effective as of the ____ day of _____, 2014 (the "Effective Date") by and between **THE CITY OF ORLANDO, FLORIDA**, a political subdivision of the State of Florida (the "City"), and **ORLANDO SPORTS HOLDINGS, LLC**, a Delaware limited liability company ("OSH"). OSH and the City collectively are referred to herein as the "Parties."

RECITALS

A. On October 7, 2013, the City and OSH, which has applied for the award of a Major League Soccer ("MLS") a professional soccer team to operate in the Orlando metro area (the "Team"), entered into a Memorandum of Understanding (including all exhibits thereto, the "MOU") setting forth the terms and conditions under which the City and OSH would move forward to develop a new first-class stadium suitable for professional soccer and other events, including, but not limited to sporting events, civic, entertainment or similar events typically held in other existing stadiums of similar size (together with all related machinery, equipment, fixtures, additions and appurtenances, the "Stadium").

B. The Stadium will be designed and constructed pursuant to that certain Project Construction Agreement (as defined in the Use Agreement).

C. Simultaneously with the execution hereof, OSH and the City are entering into an Amended and Restated Soccer Stadium Use Agreement (the "Use Agreement") governing the OSH's rights and obligations regarding the Stadium.

D. The Stadium will be owned, managed and operated by the City pursuant to the Use Agreement.

E. Pursuant to the MOU, the City has agreed to incur indebtedness through the issuance of bonds and expend substantial other funds in connection with the design, development, construction and furnishing of the Stadium, and the City has a significant interest in assuring that the Team shall play its MLS Home Games (as defined in the Use Agreement) at the Stadium.

F. As an inducement to the City to enter into the Use Agreement, incur such indebtedness and undertake such significant expenditures in connection with the design, development, construction and furnishing of the Stadium, OSH has agreed to enter into this Non-Relocation Agreement to assure that the Team shall play its MLS Home Games at the Stadium during the Non-Relocation Term upon the terms and conditions set forth herein.

G. In consideration of the City agreeing to be the applicant and seek certification and approval by the State of Florida to receive distributions of state funds pursuant to Florida Statutes Section 288.11625 and Section 212.20 (2014), as may be amended from time to time, and related statutory and regulatory authority (the "Sales Tax Rebate Statutes and Regulations"), Team has agreed to be responsible to repay to City certain state funds received by City in

connection with the development, construction and use of the Stadium for the conduct of Team's MLS Home Games following the occurrence of a Team Non-Relocation Default as more fully described in this Non-Relocation Agreement and the Use Agreement.

AGREEMENTS

For and in consideration of the respective covenants and agreements of the Parties herein set forth, and other good and valuable consideration, including but not limited to the City's agreement to (i) incur indebtedness through the issuance of bonds, (ii) commit substantial expenditures of City in connection with the operation and ownership of the Stadium and (iii) execute the Use Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE 1

DEFINED TERMS

Section 1.1 Definitions and Usage. Unless otherwise defined in Appendix A, attached hereto, capitalized terms used in this Non-Relocation Agreement shall have the meanings assigned to them in the Use Agreement. In addition, the provisions of Section 1.2 of the Use Agreement are hereby incorporated into and made a part of this Non-Relocation Agreement, except that all references to "this Agreement" in that Section 1.2, and in all capitalized terms incorporated herein from the Use Agreement shall be construed solely as references to this Non-Relocation Agreement, except where the context otherwise requires.

ARTICLE 2

COVENANT TO PLAY

Section 2.1 Commitment.

2.1.1 Covenant to Play In Stadium. Subject to the provisions hereof, OSH hereby covenants to cause the Team to play its MLS Home Games at the Soccer Stadium during the Non-Relocation Term in accordance with Section 2.5 of the Use Agreement.

2.1.2 Untenability of Stadium; Force Majeure.

(a) Notwithstanding the provisions of Subsection 2.1.1 or Section 2.2, if, at any time during the Non-Relocation Term, an Untenable Condition or a Casualty shall exist which, pursuant to the terms of the Use Agreement, would excuse OSH or the Team from complying (either on a temporary or permanent basis) with the covenants set forth in Subsection 2.1.1 or Section 2.2, then (i) OSH shall be entitled to make arrangements for alternate sites for the Team's MLS Home Games and (ii) OSH shall be relieved of its obligations under Subsection 2.1.1 and shall be entitled to cause the Team to play its MLS Home Games at such alternate sites, but only during the period of time that any such Untenable Condition or Casualty shall exist which, pursuant to the terms of the Use Agreement would excuse OSH or the Team from complying (either on a temporary or permanent basis) with the covenants set forth in Subsection 2.1.1 or Section 2.2;

provided, however, that if the Untenable Condition or Casualty shall be of such a nature that its expected expiration cannot reasonably be ascertained by the City, the City shall advise OSH of the indefinite duration of such Untenable Condition or Casualty and then OSH shall be entitled to reasonably make and honor any commitment to play MLS Home Games at an alternate site even if that commitment extends beyond the date such Untenable Condition or Casualty ends. OSH shall not, however, make any commitment that extends beyond the end of the MLS Season in which such Untenable Condition or Casualty occurs, except that, if, as of sixty (60) days prior to the commencement of the relevant MLS Season, such Untenable Condition or Casualty is reasonably expected (as determined in accordance with applicable terms of the Use Agreement and, to the extent not in conflict with the applicable terms of the Use Agreement, Section 2.1.2(b)) to continue for more than ninety (90) days of any subsequent MLS Season, then OSH shall be entitled to commit to play its MLS Home Games at an alternate site for the duration of such MLS Season.

(b) Not later than sixty (60) days prior to the commencement of each MLS Season of any Contract Year in which an Untenable Condition or Casualty has occurred and continues which, pursuant to the terms of the Use Agreement, would excuse OSH or the Team from complying (either on a temporary or permanent basis) with the covenants set forth in Subsection 2.1.1 or Section 2.2, the City shall give OSH a notice setting forth the date the City reasonably believes such Untenable Condition or Casualty will terminate such that OSH or the Team can comply with the covenants set forth in Subsection 2.1.1 or Section 2.2. If OSH fails to object to that notice within five (5) Business Days, it will be deemed to have accepted the City's proposed date and its rights to contract with alternate sites under Section 2.1.2(a) shall be based on that date. If OSH timely objects to such proposed date, the Parties shall use good faith efforts to resolve such dispute within the next five (5) Business Days. If the dispute cannot be resolved, either Party may seek to have such date determined by a Single Arbitrator pursuant to Article 16 of the Use Agreement and such Single Arbitrator shall be directed to seek to hear and resolve the dispute by the date that is thirty (30) days prior to the commencement of the applicable MLS Season. Any determination by the Single Arbitrator shall be final, binding and non-appealable by the Parties for purposes of determining OSH's rights to contract with alternate sites under Section 2.1.2(a). The City and OSH shall consult, and reasonably cooperate, with one another following any Untenable Condition or Force Majeure Event so that OSH can most effectively find and contract for an alternate site during the duration of such Untenable Condition or Force Majeure Event.

2.1.3 Other Exceptions. Without limiting the generality of any other provision of this Non-Relocation Agreement, the covenants of OSH provided in Subsection 2.1.1 and Section 2.2 shall not apply at any time after the expiration or earlier termination of this Non-Relocation Agreement.

Section 2.2 Non-Relocation Applications. During the Non-Relocation Term, OSH shall not (i) request, apply for or seek approval from the MLS for the relocation of the Team outside the boundaries of Orlando, Florida, (ii) except as contemplated by Subsection 2.1.1, request to play its regular season or post-season MLS Home Games at a venue other than the

Stadium or (iii) request to play any pre-season MLS game in Orange County, Osceola County or Seminole County at a venue other than the Stadium except, with respect to Subsection 2.2 (iii), to the extent permitted by the Use Agreement; provided, however, that OSH may take the actions otherwise prohibited under clause (i), (ii) or (iii) of this Section 2.2 during the last Contract Year of the Non-Relocation Term in connection with any proposed relocation or the playing of any MLS Home Games that would not occur, and expressly shall not be effective, until after the conclusion of the Non-Relocation Term. OSH acknowledges and agrees that it shall not, under any circumstances, publicly announce any proposed relocation, even if such arrangement is made by OSH in accordance with the preceding sentence, or any playing of any MLS Home Games at any location other than the Stadium during the Non-Relocation Term; provided, however, that the Team may publicly announce any relocation or playing of MLS Home Games at any location other than the Stadium, if the Team is in compliance with the provisions of Subsection 2.1 of this Agreement. The covenants by OSH under Subsection 2.1.1 and this Section 2.2 are sometimes collectively referred to in this Non-Relocation Agreement as the "Team Non-Relocation Covenants" and any violation of such covenants during the Non-Relocation Term is referred to as a "Team Non-Relocation Default".

ARTICLE 3

TRANSFER OF OPERATING RIGHTS

Section 3.1 Transfers. OSH shall not sell, transfer, exchange, gift or otherwise alienate or dispose of its Operating Rights (each, a "Transfer") for value or otherwise, except pursuant to and in accordance with the provisions of Subsection 3.1.1 and Subsection 3.1.2.

3.1.1 Consent of MLS. Any Transfer shall (i) be subject to and made in accordance with MLS Rules and Regulations, to the extent applicable, all as the same now exist or may be amended or adopted in the future, and (ii) shall be null and void unless all applicable consents under MLS Rules and Regulations are obtained, it being understood that any such consents may be withheld in the sole and absolute discretion of the MLS.

3.1.2 Transferee Agreement and Acknowledgement. As a condition precedent to the effectiveness of a Transfer pursuant to this Section 3.1, the proposed transferee shall agree in writing prior to such Transfer to become a party to and abide by the terms and conditions of this Non-Relocation Agreement, the Use Agreement and the other Transaction Documents to which OSH is a party, in each case to the extent they then remain in effect, and to hold the Operating Rights subject to the terms and conditions of this Non-Relocation Agreement, the Use Agreement and such other Transaction Documents, including any amendments thereto, in each case to the extent they then remain in effect.

ARTICLE 4

DEFAULTS AND REMEDIES

Section 4.1 Team Non-Relocation Default. Upon the occurrence of a Team Non-Relocation Default, the City shall have the option to pursue any one or more of the remedies set forth in Section 4.2 and Section 4.3, that may be applicable. Upon the occurrence of any other

breach or misrepresentation in this Non-Relocation Agreement by OSH, the City shall have the option to pursue any one or more of the remedies set forth in Section 4.3.

Section 4.2 Liquidated Damages. The Parties acknowledge and agree that the City shall be entitled to seek and obtain relief pursuant to this Section 4.2 in the event a court of competent jurisdiction determines, in a final and non-appealable order, that OSH has breached its covenants under Subsection 2.1.1 (a "Final Order"). The Parties also recognize, agree, and stipulate that the financial, civic, and social benefits to the City from the presence of the Team and the playing of its MLS Home Games in Orlando, Florida are great, but that the precise value of those benefits is difficult to quantify due to the number of citizens and businesses that rely upon and benefit from the presence of the Team in Orlando, Florida. Accordingly, the magnitude of the damages that would result from a breach of Subsection 2.1.1 hereof that is not enjoined by a court of competent jurisdiction notwithstanding the intent of the parties, would be very significant in size but difficult to quantify and would include damages to the reputation and finances of the City. Therefore, the Parties agree that in the event of a violation of Subsection 2.1.1 hereof, including, without limitation, any such breach arising pursuant to the provisions of section 365(g) of the United States Bankruptcy Code or similar provision of any successor thereto, the City will be entitled to recover from OSH any amounts due under Subsection 4.2.2 not previously paid to the State of Florida, the City or their designees by OSH or any party making such payments on its behalf, plus from OSH the amounts set forth in Subsection 4.2.1.

4.2.1 Liquidated Damages – Initial Term. If the violation of Subsection 2.1.1 occurs during the Initial Non-Relocation Term or during the Initial Term and if such violation is not cured prior to the date that a court of competent jurisdiction enters a Final Order, the City shall be entitled to receive, as reasonable estimated liquidated damages and not as a penalty, the sum of (a) moneys owed by the Team to the City in connection with the Team’s continued performance under Section 5.3 of the Use Agreement with respect to the payment of Annual Capital Contribution Payments, and (b) the sums set forth on the schedule below based on the date that the covenants set forth in Subsection 2.1.1 first were breached:

<u>If date of breach is prior to the date set forth below (and in the case of breaches after January 1, 2015, after the date set forth immediately above such date)</u>	<u>Liquidated Damages due under clause (c) of this Subsection 4.2.1 shall be</u>
March 1, 2015	\$20,000,000.00
March 1, 2016	\$20,000,000.00
March 1, 2017	\$20,000,000.00
March 1, 2018	\$20,000,000.00
March 1, 2019	\$20,000,000.00
March 1, 2020	\$20,000,000.00
March 1, 2021	\$20,000,000.00
March 1, 2022	\$20,000,000.00
March 1, 2023	\$20,000,000.00
March 1, 2024	\$20,000,000.00

March 1, 2025	\$20,000,000.00
March 1, 2026	\$20,000,000.00
March 1, 2027	\$20,000,000.00
March 1, 2028	\$20,000,000.00
March 1, 2029	\$20,000,000.00
March 1, 2030	\$19,000,000.00
March 1, 2031	\$18,000,000.00
March 1, 2032	\$17,000,000.00
March 1, 2033	\$16,000,000.00
March 1, 2034	\$15,000,000.00
March 1, 2035	\$14,000,000.00
March 1, 2036	\$13,000,000.00
March 1, 2037	\$12,000,000.00
March 1, 2038	\$11,000,000.00
March 1, 2039	\$10,000,000.00
March 1, 2040	\$9,000,000.00

4.2.2 Repayment or Reimbursement Penalties. In addition to its obligations to pay Liquidated Damages under Subsection 4.2.1, OSH acknowledges and affirms its obligation to pay the Annual Capital Contribution Payment pursuant to the terms of the Use Agreement. In addition, if the Team shall violate Subsection 2.1.1 during the Initial Non-Relocation Term or during the Initial Term, and such violation is not cured prior to the date that a court of competent jurisdiction enters a Final Order, Team covenants and agrees that it shall pay to the State of Florida the entire amount of the Sales Tax Non-Relocation Default Shortfall within thirty (30) days of the courts entry of the Final Order. If such amount is not timely paid to the State of Florida, the City may require Team to pay such amounts to City. The Team acknowledges and agrees that its payment obligations contained in Section 4.2 of this Non-Relocation Agreement are in addition to and not in lieu of its obligations to pay City the Sales Tax Shortfall Reimbursement set forth more fully in the Use Agreement.

4.2.3 Acknowledgement. The Parties hereby acknowledge that they have negotiated the amounts set forth in this Section 4.2 in an attempt to make a good faith effort in quantifying the amount of damages due to a violation of Subsection 2.1.1 hereof, despite the difficulty in making such determination.

4.2.4 Actual Damages. In addition to the remedies contained in Section 4.2.2, in the event of a breach of Section 2.2 or any other covenant or agreement contained in this Non-Relocation Agreement by OSH, the City shall have the right to institute any and all proceedings or claims permitted by law or equity to recover all amounts necessary to compensate the City for all damages proximately caused by OSH's breach under the Non-Relocation Agreement.

Section 4.3 Termination.

(a) Upon the entry of a Final Order with respect to a default by OSH under Subsection 2.1.1 or under Section 2.2, the City shall have the right, but not the obligation, to give to OSH written notice (a "Final Notice") of the City's intention to terminate OSH's rights, benefits and privileges under this Non-Relocation Agreement, the Use Agreement and all other Transaction Documents. After the expiration of a period of thirty (30) days from the date such Final Notice is given, unless the default is cured, OSH's rights, benefits and privileges under this Non-Relocation Agreement, the Use Agreement and the other Transaction Documents may, at the sole option of the City, be terminated without liability to the City upon delivery of written notice to OSH, and without terminating OSH's obligation contained in such agreements. If, however, within such thirty (30) day period, OSH's default under Subsection 2.1.1 or under Section 2.2 is cured, then this Non-Relocation Agreement, the Use Agreement, and the other Transaction Documents shall not terminate by reason of such Final Notice.

(b) This Non-Relocation Agreement, and all obligations of the Parties under this Non-Relocation Agreement, shall terminate without further action by, or liability to, either Party upon the expiration or termination of the Use Agreement for any reason expressly permitted under the Use Agreement other than a termination by the City due to (i) a breach of this Non-Relocation Agreement by OSH or (ii) a failure by OSH to make all payments of Annual Capital Contribution Payments, Estimated Break Even Payments, and all other payments due under the Use Agreement. For the avoidance of doubt, until the end of the Non-Relocation Term, OSH shall remain bound by, and shall not be relieved of, its obligations under this Non-Relocation Agreement upon a termination described in clause (i) or (ii) of the preceding sentence.

(c) Termination of this Non-Relocation Agreement and the other Transaction Documents shall not alter any existing claim of either Party arising from breaches of this Non-Relocation Agreement, the Use Agreement, or the other Transaction Documents occurring prior to such termination and the obligations of the Parties thereto with respect to such existing claims shall survive termination.

Section 4.4 Cumulative Remedies. Each right or remedy of the City provided for herein shall be cumulative of and shall be in addition to every other right or remedy of the City expressly provided for in this Non-Relocation Agreement, and the exercise (or the beginning of the exercise) by the City of any one or more of the rights or remedies provided for in this Non-Relocation Agreement, shall not preclude the simultaneous or later exercise by the City of any or all other rights or remedies expressly provided for in this Non-Relocation Agreement, the Use Agreement, or any other Transaction Document.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1 Representations and Warranties.

5.1.1 Power and Authority. Each individual executing and delivering this Non-Relocation Agreement on behalf of a Party hereto hereby represents to the other Party hereto that such individual has all requisite power and authority to execute and deliver the same and to bind such Party hereunder.

5.1.2 OSH's Representations. As an inducement to the City to enter into this Non-Relocation Agreement, Magic Ltd. hereby represents and warrants to the City, as of the Effective Date, as follows:

(a) OSH is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Florida and has all necessary limited liability power and authority to carry on its present business, to enter into this Non-Relocation Agreement and to consummate the transactions herein contemplated.

(b) Neither the execution and delivery of this Non-Relocation Agreement or the other Transaction Documents by OSH, nor the performance by OSH of its obligations hereunder or thereunder, will (i) violate any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge, or other restriction of any Governmental Authority or court to which OSH is subject or any provision of the MLS Rules and Regulations or limited liability company agreement of OSH or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, or create in any party the right to accelerate, terminate, modify, or cancel any contract, lease, sublease, license, sublicense, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, security interest, or other agreement to which OSH is a party or by which OSH or its assets are bound, except where any of the foregoing could not reasonably be expected to have a material adverse effect on OSH.

(c) All limited liability company proceedings required to be taken by or on behalf of OSH to authorize OSH to execute and deliver this Non-Relocation Agreement and to perform the covenants, obligations and agreements of OSH hereunder have been duly taken. All proceedings required to be taken under MLS Rules and Regulations to authorize OSH to execute and deliver this Non-Relocation Agreement and to perform the covenants, obligations and agreements of OSH hereunder have been duly taken. No consent to the execution and delivery of this Non-Relocation Agreement or the other Transaction Documents by OSH or the performance by OSH of its covenants, obligations, and agreements hereunder or thereunder is required from any partner, member, manager, board of directors, shareholder, creditor, investor, judicial, legislative or administrative body, Governmental Authority or any other Person, including, without limitation, the MLS, other than any such consent which already has been unconditionally given or any such consent which, if not obtained, would not materially and adversely affect OSH or its ability to perform its obligations under this Non-Relocation Agreement.

(d) This Non-Relocation Agreement constitutes the valid and legally binding obligation of OSH, enforceable in accordance with its terms and conditions, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws presently or hereafter in effect, affecting the enforcement of

creditors' rights generally and by general principles of equity whether applied in a proceeding at law or in equity.

(e) There is no action, suit, claim, proceeding or investigation pending or currently threatened against OSH or any of its affiliates that questions the validity of this Non-Relocation Agreement or the transactions contemplated herein or that could either individually or in the aggregate could reasonably be expected to have a material adverse effect on the assets, conditions, affairs, or prospects of OSH, financially or otherwise.

(f) OSH is the record and beneficial owner of the Operating Rights and owns the Operating Rights free and clear of any Lien, claim, or encumbrance except to the extent as provided in written notification provided to the City prior to the date hereof. OSH is a member in good standing of the MLS and is in compliance in all material respects with all applicable MLS Rules and Regulations which are relevant to the transactions contemplated herein and the other Transaction Documents.

(g) OSH is the sole and controlling owner of the Team.

5.1.3 City's Representations. As an inducement to OSH to enter into this Non-Relocation Agreement, the City represents and warrants to OSH, as of the Effective Date, as follows:

(a) The City is a political subdivision of the State of Florida duly formed and validly existing with all necessary power and authority to enter into this Non-Relocation Agreement and to consummate the transactions herein contemplated. The execution and delivery hereof and the performance by the City of its obligations hereunder will not violate or constitute an event of default under any material terms or material provisions of any agreement, document, instrument, judgment, order or decree to which the City is a party or by which City or its assets are bound, except where any of the foregoing could not reasonably be expected to have a material adverse effect on the City.

(b) Neither the execution and delivery of this Non-Relocation Agreement or the other Transaction Documents by the City, nor the performance by City or of its obligations hereunder or thereunder, will (i) violate any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge, or other restriction of any Governmental Authority or court to which the City is subject or any provision of the City Charter or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, or create in any party the right to accelerate, terminate, modify or cancel, any contract, lease, sublease, license, sublicense, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, security interest, or other agreement to which City is a party or by which City or its assets are bound, except where any of the foregoing could not reasonably be expect to have a material adverse effect on the City.

(c) The City has caused all governmental proceedings required to be taken by or on behalf of the City to authorize the City to make and deliver this Non-Relocation Agreement and to perform the covenants, obligations and agreements of the City

hereunder. No consent to the execution or delivery of this Non-Relocation Agreement by the City or the performance by the City of its covenants, obligations and agreements hereunder is required from any board of directors, shareholder, creditor, investor, judicial, legislative or administrative body, Governmental Authority or other Person, other than any such consent which already has been unconditionally given, or any such consent which, if not obtained, would not materially and adversely affect the City or its ability to perform its obligations under this Non-Relocation Agreement.

(d) This Non-Relocation Agreement constitutes the valid and legally binding obligation of the City, enforceable in accordance with its terms and conditions, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws presently or hereafter in effect, affecting the enforcement of creditors' rights generally and by general principles of equity whether applied in a proceeding at law or in equity.

(e) To the best knowledge of the City, there is no action, suit, claim, proceeding or investigation pending or currently threatened against the City that questions the validity of this Non-Relocation Agreement or the transactions contemplated herein or that could either individually or in the aggregate could reasonably be expected to have a material adverse effect on the assets, conditions, affairs, or prospects of the City, financially or otherwise.

Section 5.2 No Personal Liability. All costs, obligations and liabilities under this Agreement on the part of the City or OSH are solely the responsibility of the respective Party, and no partner, stockholder, member, director, officer, official, employee, agent or elected 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 5.2 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 therefore, or for the payment of any costs that may become due or payable to them from any party to this Agreement.

Section 5.3 Incorporation of Appendices, Exhibits and Schedules. All Appendices, Exhibits and Schedules attached to this Non-Relocation Agreement are incorporated herein by this reference in their entirety and made a part hereof for all purposes.

Section 5.4 Third Party Beneficiary. The County shall be a third party beneficiary of this Non-Relocation Agreement and the provisions of this Non-Relocation Agreement shall inure to the benefit of, and be enforceable by the City and the County. Except as set forth in the foregoing sentence, no other Person shall be a third party beneficiary of this Non-Relocation Agreement or have the right to enforce this Non-Relocation Agreement.

Section 5.5 Notices. Subject to Section 5.12 below, all notices, consents, directions, approvals, instructions, requests and other communications given to a Party under this Non-Relocation Agreement shall be given in writing to such Party at the address set forth in Appendix

B to this Non-Relocation Agreement or at such other address as such Party shall designate by written notice to the other Party to this Non-Relocation Agreement and may be (i) sent by registered or certified U.S. mail with return receipt requested; (ii) delivered personally (including delivery by private courier services) or (iii) sent by telecopy or by electronic mail (with confirmation of such notice) to the Party entitled thereto. Such notices shall be deemed to be duly given or made (i) three (3) Business Days after posting if mailed as provided, (ii) when delivered 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 (iii) in the case of telecopy or electronic mail (with confirmation of such notice), when sent, so long as it is received prior to 5 p.m. EST by the receiving Party on a Business Day, otherwise such 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 ("Additional Addressees") to whom notice thereunder must be given, by delivering to the other Party five (5) days' notice thereof setting forth a single address for each such Additional Addressee; provided, however, that no Party hereto shall have the right to designate more than two (2) such Additional Addressees.

Section 5.6 Severability. If any term or provision of this Non-Relocation Agreement, or the application thereof to any Person or circumstances, shall to any extent be invalid or unenforceable in any jurisdiction, as to such jurisdiction, the remainder of this Non-Relocation Agreement, or the application of such term or provision to the 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 Non-Relocation Agreement shall be valid and enforceable to the fullest extent permitted by applicable law and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 5.7 Entire Agreement; Amendment and Waiver. This Non-Relocation Agreement and the other Transaction Documents together constitute the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter. There are no unwritten or oral agreements among the Parties. Neither this Non-Relocation Agreement nor any of the terms hereof including, without limitation, this Section 5.7, may be terminated, amended, supplemented, waived or modified orally or by conduct of the Parties, but only by an instrument in writing signed by the Party against which the enforcement of the termination, amendment, supplement, waiver or modification shall be sought. No failure or delay of any Party, in any one or more instances, (i) in exercising any power, right or remedy under this Non-Relocation Agreement, or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations or agreements under this Non-Relocation Agreement, shall operate as a waiver, discharge or invalidation thereof, nor shall any single or partial exercise of any such right, power or remedy or insistence upon strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or instance thereupon or the exercise of any other right, power or remedy. The covenants, obligations, and agreements of OSH and the City, and the rights and remedies of the City upon an OSH Default, or of OSH upon a default or breach by the City, shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

Section 5.8 Table of Contents Headings. The table of contents, if any, and headings, if any, of the various articles, sections and other subdivisions of this Non-Relocation Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

Section 5.9 Parties In Interest Limitation on Rights of Others. The terms of this Non-Relocation Agreement shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns. Nothing in this Non-Relocation Agreement, whether express or implied, shall be construed to give any Person (other than the Parties and their permitted successors and assigns) any legal or equitable right, remedy or claim under or in respect of such instrument or any covenants, conditions or provisions contained therein or any standing or authority to enforce the terms and provisions of such instrument.

Section 5.10 Counterparts. This Non-Relocation Agreement may not be executed by the Parties in separate counterparts. All signatures must appear on the same signature page.

Section 5.11 Governing Law. THIS NON-RELOCATION AGREEMENT, AND THE ACTIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA.

Section 5.12 Court Proceedings. Any suit, action or proceeding against any Party arising out of or relating to this Non-Relocation Agreement, or any judgment entered by any court in respect of any such suit, action or proceeding, may be brought in any federal or state court located in Orlando, Florida, and each Party hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such suit, action or proceeding. Each Party irrevocably agrees not to assert any objection that it may ever have to the laying of venue of any such suit, action or proceeding in any federal or state court located in Orlando, Florida, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each Party agrees not to bring any action, suit or proceeding against the other Party arising out of or relating to this Non-Relocation Agreement except in a federal or state court located in Orlando, Florida. Nothing in this Section 5.12 shall be construed to limit the exclusive arbitration provisions of the Use Agreement with respect to disputes or controversies under the Use Agreement, or any other dispute resolution mechanism set forth in any other Transaction Document with respect to disputes or controversies under such Transaction Document.

Section 5.13 Payment on Business Days. If any payment under this Non-Relocation 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.

Section 5.14 Time. Times set forth in this Non-Relocation Agreement for the performance of obligations shall be strictly construed, time being of the essence. In the event the date specified or computed under this Non-Relocation 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, shall be 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.

Section 5.15 Interpretation and Reliance. No presumption will apply in favor of any Party in the interpretation of this Non-Relocation Agreement or in the resolution of any ambiguity of any provision thereof.

Section 5.16 No Assignment. Except as set forth in Section 3 or on Schedule 5.16 attached hereto ("Permitted Assigns"), neither this Non-Relocation Agreement nor any of a Party's rights, responsibilities, or obligations under this Non-Relocation Agreement can be transferred or assigned, without the prior written consent of the non-assigning Party, except as expressly provided in this Non-Relocation Agreement.

Section 5.17 Attorneys' Fees. If a Party defaults in the performance of any covenants, obligations or agreements of such Party contained herein and the other Party places the enforcement of such instrument, or any part thereof, or the exercise of any other remedy therein provided for such default, in the hands of an attorney who files suit or institutes an action or proceeding upon the same (either by direct action or counterclaim), the non-prevailing Party shall pay to the prevailing Party its reasonable attorneys' fees and costs of court. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Non-Relocation Agreement into any judgment on such instrument.

Section 5.18 Independent Obligations. The obligations of OSH pursuant to this Non-Relocation Agreement are independent of its rights and obligations pursuant to the other Transaction Documents.

Section 5.19 Interest on Overdue Obligations and Post-Judgment Interest. If any sum due hereunder is not paid by the due date thereof, the Party hereto owing such obligation to the other Party shall pay to the other Party interest thereon at 7% (the "Default Rate") concurrently with the payment of the amount, such interest to begin to accrue as of the date such amount was due. Any payment of such interest at the Default Rate pursuant to this Non-Relocation Agreement shall not excuse or cure any default hereunder. All payments shall first be applied to the payment of accrued but unpaid interest. The amount of any judgment obtained by one Party against the other Party in any Action or Proceeding arising out of a default by such other Party under this Non-Relocation Agreement shall bear interest thereafter until paid at the Default Rate.

/SIGNATURE PAGE FOLLOWS/

IN WITNESS WHEREOF, this Non-Relocation Agreement has been executed by the Parties as of the day and year first written above.

CITY:

CITY OF ORLANDO, FLORIDA

By: _____
Name: _____
Title: _____

OSH:

ORLANDO SPORTS HOLDINGS, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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 Article 4 of this Agreement, and (ii) 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: _____

APPENDIX A
TO
NON-RELOCATION AGREEMENT

GLOSSARY OF DEFINED TERMS AND RULES AS TO USAGE

Glossary of Defined Terms

"Additional Addressees" shall have the meaning given to it in Section 5.5 of this Non-Relocation Agreement.

"Applicable Law" shall have the meaning given to it in the Use Agreement.

"Bankruptcy Code" shall have the meaning given to it Section 4.2 of this Non-Relocation Agreement.

"Casualty" shall have the meaning given to it in the Use Agreement.

"City" shall have the meaning given to it in the initial paragraph of this Non-Relocation Agreement.

"Condemnation Action" shall have the meaning given to it in the Use Agreement.

"County" shall mean Orange County, Florida, a political subdivision of the State of Florida.

"Default Rate" shall have the meaning given to it in Section 5.19 of this Non-Relocation Agreement.

"Effective Date" shall have the meaning given to it in the initial paragraph of this Non-Relocation Agreement.

"Final Notice" shall have the meaning given to it in Section 4.3 of this Non-Relocation Agreement.

"Final Order" shall have the meaning given to it in Section 4.2 of this Non-Relocation Agreement.

"Force Majeure Event" shall have the meaning given to it in the Use Agreement.

"Initial Non-Relocation Term" shall mean the period beginning on the date upon which the trustee of the Project Development Fund (as defined in the Project Construction Agreement) shall have received proceeds from the TDT Bonds (as defined in the Project Construction Agreement) and, if applicable, Sales Tax Bonds and such funds are available to pay construction costs of the Stadium, and ending on the earlier of (x) commencement of the Non-Relocation Term or (y) termination of this Non-Relocation Agreement pursuant to Section 4.3 of this Non-Relocation Agreement.

"Initial Term" shall have the meaning given to it in the Use Agreement.

"Interlocal Agreement" shall mean that certain Interlocal Agreement among the City, the County and the City of Orlando, Florida Community Redevelopment Agency, dated August 6, 2007, as amended by that certain Third Amendment thereto dated as of October 22, 2013.

"Member Team" shall mean any existing or future member team of Major League Soccer.

"MLS Rules and Regulations" shall have the meaning given to it in the Use Agreement.

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

"Non-Relocation Term" shall mean the period of time commencing with the Commencement Date and ending on the earlier of the Scheduled Expiration Date under the Use Agreement or termination of this Non-Relocation Agreement pursuant to Section 4.3 of this Non-Relocation Agreement.

"Operating Rights" shall mean the right to operate the Team as a Member Team in its Orlando, Florida territory in accordance with MLS Rules and Regulations.

"OSH" shall have the meaning given to it in the initial paragraph of this Non-Relocation Agreement.

"Parties" shall have the meaning given to it in the initial paragraph of this Non-Relocation Agreement.

"Permitted Assigns" means those entities set forth on Schedule 5.16, attached hereto.

"Pitch" shall have the meaning given to it in the Use Agreement.

"Premium Seating" shall have the meaning given to it in the Use Agreement.

"Project Construction Agreement" shall have the meaning given to it in the Use Agreement.

"Sales Tax Bonds" shall mean those bonds issued by the City in connection with design, development, construction and furnishing of the Stadium in accordance with Florida Statutes Section 212.20 and Section 288.11625.

"Sales Tax Non-Relocation Default Shortfall" shall have the meaning given to it in the Use Agreement.

"Sales Tax Rebate Statutes and Regulations" shall have the meaning given to it in Recital G of this Non-Relocation Agreement.

"Sales Tax Shortfall Reimbursement" shall have the meaning given to it in the Use Agreement.

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

"Team" shall have the meaning given to it in Recital A of this Non-Relocation Agreement.

"Team Non-Relocation Covenants" shall have the meaning given to it in Section 2.2 of this Non-Relocation Agreement.

"Team Non-Relocation Default" shall have the meaning given to it in Section 2.2 of this Non-Relocation Agreement.

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

"Transfer" shall have the meaning given to it in Section 3.1 of this Non-Relocation Agreement.

"Use Agreement" shall have the meaning given to it in Recital C of this Non-Relocation Agreement.

"Untenable Condition" shall have the meaning given to it in the Use Agreement.

APPENDIX B
TO
NON-RELOCATION AGREEMENT

A. City:

Notices: All notices to the City shall be sent to:

City of Orlando
400 South Orange Avenue, 3rd Floor
Orlando, Florida 32801
Attn: City Attorney's Office

Facsimile Number: (407) 246-2854

with copies of all notices to the City being sent to:

Akerman LLP
Las Olas Center II, Suite 1600
350 Las Olas Boulevard
Fort Lauderdale, Florida 33301-2229
Attn: Edward L. Ristaino, Esq.

Facsimile Number: (954) 463-2224

B. OSH:

Notices: All notices to OSH shall be sent to:

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

with copies of all notices to OSH being sent to:

Foley and Lardner, LLP
90 Park Avenue
New York, New York 10016
Attn: Irwin P. Rajj

Facsimile Number: (212) 687-2329

SCHEDULE 5.16
TO
NON-RELOCATION AGREEMENT

Permitted Assigns

A. City:

Orange County, State of Florida.

B. Team:

Major League Soccer