

FIRST AMENDMENT TO PROJECT CONSTRUCTION AGREEMENT

This FIRST AMENDMENT TO PROJECT CONSTRUCTION AGREEMENT (this "First Amendment") is made as of the ____ day of _____, 20__ (the "Effective Date"), by and between **CITY OF ORLANDO, FLORIDA**, a municipal corporation of the State of Florida (the "City"), and **ORLANDO SPORTS HOLDINGS, LLC**, a Delaware limited liability company (the "Project Developer").

RECITALS

WHEREFORE, the City and Project Developer (collectively, the "Parties") are parties to that certain Project Construction Agreement, dated as of _____, 20__ (the "Agreement"), with respect to the design, construction, financing, use and operation of a new Soccer Stadium (as defined in the Agreement) in the City of Orlando; and

WHEREFORE, the Parties wish to modify and amend the Agreement on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the Agreement is hereby amended as follows:

1. Incorporation of Recitals; General Provisions. The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms used and not otherwise defined herein shall have the same meanings ascribed to such terms in the Agreement. Except as specifically amended herein, all of the provisions of the Agreement remain in full force and effect. In the event of any conflict between the provisions of the Agreement and the provisions of this First Amendment, this First Amendment shall control

2. Selection of Prime Contractor and Contractors. Section 6.3 of the Agreement shall be amended to add the following at the end of the Section:

"Notwithstanding anything to the contrary, the Project Developer covenants, agrees and commits to the following actions:

- (a) to obtain at least three (3) bids for the Prime Contract for the construction of the Soccer Stadium;
- (b) to employ residents of the State of Florida in connection with the construction and development of the Soccer Stadium to the greatest extent possible;
- (c) to contract with Florida based firms to the greatest extent possible; and
- (d) to purchase locally available building materials for the construction of the Soccer Stadium to the greatest extent possible."

3. Commencement of Construction. A new Section 6.14 shall be added to the Agreement, as follows:

"Construction of the Soccer Stadium will commence within twelve (12) months following Project Developer's receipt of funds from the State of Florida, or will commence after January 1, 2013, pursuant to Section 212.20, Florida Statutes."

4. Counterparts. This First Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. This First Amendment may be executed by facsimile or e-mail signature which shall, for all purposes, serve as an original executed counterpart of this First Amendment.

This First Amendment is entered into as of the day and year first written above.

[The remainder of this page is intentionally blank; signatures begin on the following page.]

City of Orlando, Florida,

Mayor

ATTEST:

Alana C. Brenner, City Clerk

(SEAL)

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

_____, 2014

City Attorney
Orlando, Florida

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

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA)
COUNTY OF ORANGE)

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

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

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____