

ORLANDO COMMUNITY
CONSTRUCTION COMPANY

RESOLUTION BY THE BOARD OF DIRECTORS

The undersigned, being the Chair of the Board of Directors of ORLANDO COMMUNITY CONSTRUCTION COMPANY, a Florida corporation not for profit formed in accordance with Chapter 617 of the Florida Statutes (the "OC3"), hereby agrees to issue the following resolution and authorize a copy of said written resolution to be inserted in the records of the Company:

WHEREAS, on or about June 20, 2007, the City of Orlando, Florida (the "City"), the Dr. Phillips Center for the Performing Arts, Inc., a Florida not-for-profit corporation f/k/a Orlando Performing Arts Center Corporation ("OPAC"), and the City of Orlando, Florida Community Redevelopment Agency ("CRA") entered into the Orlando Performing Arts Center Agreement, as amended (the "OPAC Agreement"), setting forth the respective rights and responsibilities of the City and OPAC for the funding, design, construction, operation and maintenance for the Dr. Phillips Performing Arts Center (the "Project"); and

WHEREAS, on or about May 25, 2011, OPAC and Balfour Beatty Construction ("BBC" or "CM") entered into an Amended and Restated Construction Contract (the "Construction Contract") for the Construction of the Project; and

WHEREAS, on or about June 7, 2011, the, the City, and OC3 entered into the Orlando Performing Arts Center Master Owner's Representative Agreement (the "MORS"), under which the OPAC, the City and the OC3 agreed that the OC3 has the exclusive authority, except as otherwise qualified in the MORS agreement, to oversee the management of the design and construction of Stage 1 of the Project; and

WHEREAS, in connection with the timely completion and opening of Stage 1 of the Project, the City, OPAC, OC3 and BBC have been working in concert to address pro-actively and amicably resolve various construction claims and disputes that have arisen among these and third parties; and

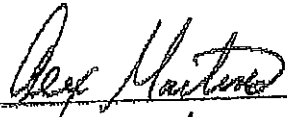
WHEREAS, OC3 and BBC have agreed upon a form of settlement agreement, which shall serve as an amendment to the MORS and which shall serve to minimize the risk of additional costs and delays to the Project's Stage 1 Completion Date, ensure timely completion of Stage 1, and provide a framework for the resolution of all existing and potential constructions claims and disputes.

NOW THEREFORE, BE IT RESOLVED, that OC3 hereby authorizes Alex Martins to execute and deliver on behalf of OC3, such Settlement Agreement and any other documents, instruments and agreements necessary to effectuate the terms and conditions of the Settlement Agreement.

ADOPTED this 6th day of October, 2014.

ORLANDO COMMUNITY
CONSTRUCTION COMPANY

By: ALEX MARTINS, Chair of the Board
of Directors

By: 

Name: Alex Martins