

**THIS DOCUMENT PREPARED BY
AND RETURN TO:**

Roy K. Payne, Esq.
Chief Assistant City Attorney
City of Orlando
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AGREEMENT RELATING TO SOCCER STADIUM DEVELOPMENT

THIS AGREEMENT RELATING TO SOCCER STADIUM DEVELOPMENT, “Agreement”, dated this ____ day of _____, 2016, “Effective Date”, is entered into by and between the **City of Orlando**, Florida, a municipal corporation of the State of Florida, (the “City”), and **Orlando Soccer Stadium, LLC**, a Florida limited liability company, (“OSS”).

RECITALS

History, Part I—Inspiration to Planned Stadium:

Beginning in 2010, a group, led by Phil Rawlins, sought to bring a Major League Soccer franchise to Orlando. This effort led to the creation of Orlando Sports Holdings, LLC, a Delaware limited liability company, which is doing business as Orlando City SC (“Orlando City SC”).

In order to bring a Major League Soccer (“MLS”) franchise to Orlando, a plan for construction of a soccer specific stadium was needed, and both the City and ORLANDO CITY SC sought to have a soccer stadium constructed in Downtown Orlando for the benefit of both the City and Orlando City SC.

In furtherance of the goal of bringing MLS to Downtown Orlando, on October 7, 2013, the City and Orlando City SC entered into a non-binding Memorandum of Understanding, (“MOU”), which set forth an outline of the intent of the parties for the terms under which a new soccer stadium, (the “Stadium”), would be built. At that time, the Stadium was intended to be constructed by Orlando City SC but with contributions from the City and other public entities, as well as Orlando City SC, and operated by the City. The MOU called for the Stadium to be the home field of Orlando City SC MLS team and required Orlando City SC to make a contribution towards the construction costs in the amount of \$30,000,000.00.

On November 19, 2013, Major League Soccer (MLS) awarded the league’s 21st franchise to Orlando City SC. The Orlando City SC MLS team is known as the “Lions.”

Pursuant to the MOU, the City and Orlando City SC entered into several binding agreements memorializing each party’s obligations with respect to construction and operation of the Stadium and Orlando City delivered the required \$30,000,000.00 to the City. These agreements included the Orlando Soccer Stadium Project Construction Agreement dated April

11, 2014 (the “PCA”); a Soccer Stadium Use Agreement as amended and restated by the Amended and Restated Soccer Stadium Use Agreement dated July 28, 2014 (collectively, the “Use Agreement”), and a Soccer Stadium Non-Relocation Agreement as amended and restated by an Amended and Restated Soccer Stadium Non-Relocation Agreement dated July 2014 (collectively, the “Non-Relocation Agreement”).

The PCA described the rights and responsibilities of the parties associated with the construction of the Stadium, the Use Agreement described the rights and obligations of the parties with respect to use of the Stadium by the Orlando City SC Lions as its home field, and the Non-Relocation Agreement confirmed Orlando City SC’s commitment to Orlando and covenant to play all home games of the Lions in the Stadium for a specific duration.

The parties have agreed that the Stadium will be constructed on property originally assembled by the City and generally located east of Glenn Lane, west of South Terry Avenue, north of West Church Street and south of West Central Boulevard (the, “Property”). The Property is depicted and described on attached **Exhibit “A”**.

The parties planned to construct the Stadium to seat approximately 19,000 people and designed the Stadium accordingly. Site plans, plats and other required plans and designs were submitted through appropriate processes, culminating, on February 9, 2015, with the City approval of a planned development ordinance (the “PD”). The PD described and approved the design of the Stadium and the development of the Property subject to the matters therein and established certain entitlements (the “Entitlements”) that will run with the Property.

The approved design of the Stadium and development of the Property, subject to and as set forth in the PD, including the attendant uses of the Property such as parking, landscaping, streetscape and sidewalks is depicted on attached **Exhibit “B”**, and is hereinafter collectively referred to as the “Project.”

History, Part II—Orlando City SC to Own and Build Stadium:

On May 29, 2015, the parties announced that a new arrangement had been reached and that Orlando City SC would fund vertical construction of the Stadium and would own and operate the Stadium. In furtherance of this new arrangement, on May 29, 2015, the parties entered into a new non-binding Memorandum of Understanding, modified on June 30, 2015, by an Amendment to Memorandum of Understanding (the Memorandum of Understanding dated May 29, 2015, as modified by the Amendment to Memorandum of Understanding dated June 30, 2015 may be referred to in this Agreement collectively as “MOU II”). MOU II was intended to replace the original MOU, and set forth an outline of the intent of the parties for the terms under which the Stadium would be built by Orlando City SC, the Property would be acquired by Orlando City SC, how environmental matters would be handled and how the parties would cooperate to effectuate Orlando City SC’s assumption of ownership and operation obligations with respect to the Property.

In addition, Orlando City SC announced plans to expand the size of the Stadium to seat up to 25,800 people. By letter of determination, (the “Letter”), dated September 30, 2015, Dean

Grandin, the City Planning Official, determined that certain modifications to the Stadium, namely the addition of 2,250 seats to expand seating capacity to 25,800, comply with the PD subject to the conditions referenced in the Letter, which include final approval of the proposed modifications by the City's Appearance Review Board.

In furtherance of the plans described in MOU II, OSS was created as a subsidiary of Orlando City SC and purchased a portion of the Property.

Status and Future:

The parties have been performing under the MOU and MOU II, as appropriate, and substantial efforts have been made and are currently under way for development of the Project. Accordingly, a portion of the \$30,000,000 deposited with the City by Orlando City SC has been expended with the knowledge and consent of Orlando City SC.

At this time, the parties wish to proceed to enter into binding agreements memorializing their agreements as outlined in MOU II, or as otherwise agreed, relating to the construction and development of the Project. These understandings will be set forth in this Agreement and in the Purchase Agreement ("Purchase Agreement"), to be executed contemporaneously herewith, by which the City will sell portions of the Property to OSS. This Agreement, together with the Purchase Agreement supersedes all prior agreements and understandings between the City and Orlando City SC relating to development and construction of the Project, and all such agreements, including without limitation, the PCA, the Use Agreement, the Non-Relocation Agreement, the MOU and MOU II are terminated except as may be set forth in this Agreement or the Purchase Agreement.

TERMS, CONDITIONS AND AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Above Recitals.** The above recitals are true and correct and incorporated into the substantive body of this Agreement.

2. **Benefits to City.** The City hereby acknowledges that the Project is located in the downtown Tax Increment District, in an area of the City which has been, in the past, underserved by developments such as the Project and the developments that the Project will stimulate. The Project will encourage the revitalization of the Parramore Area and will provide an economic benefit to the City's downtown corridor. The City has determined that the Project is consistent with the Downtown Orlando Redevelopment Area Plan Update, the City's Growth Management Plan and other applicable planning goals and requirements of the City. Based on the foregoing findings, and the specific terms and conditions set forth in this Agreement, the City is willing to enter into this Agreement and to allow OSS to construct, develop, maintain and operate the Project in accordance with the terms and conditions of this Agreement and the PD.

3. **Project.** The Project is defined as a Stadium and attendant uses as shown in **Exhibit "B"** and further described in the PD and the Entitlements established thereby. The

Project generally consists of the construction of a Stadium that will seat approximately 25,000 people as well as attendant uses such as parking, landscaping and streetscaping and will operate as the home field for the Orlando City SC Lions. OSS shall diligently pursue design and construction of the Project and City shall reasonably cooperate with OSS to facilitate same. City, within its jurisdictional authority, and OSS agree to work together in good faith on all matters necessary to facilitate development of the Project, including, though not exclusively, (i) the amendment and adoption of certain ordinances limited to designation of the Stadium as a Regional Public Facility and signage related thereto, parking requirements, noise restrictions and alcoholic beverage sales, (ii) the processing of City of Orlando permit and land use applications and (iii) assisting Orlando City SC, OSS and related entities in regulatory matters involving other governmental entities. Notwithstanding the foregoing, the parties acknowledge that changes to the Project may occur prior to and during construction and that such changes, unless of a substantial and material nature that will result in a reduction in the size of the Stadium to a seating capacity of less than 19,000, will not require amendment to this Agreement.

4. **Project Compliance.** OSS shall comply with all applicable laws, regulations, permits, ordinances and the like in designing and constructing the Project and in the development and operation of the Property and the Project. OSS shall be responsible at its expense for securing or causing to secure all local, state and federal permits and approvals required for construction and operation of the Project, including, though not exclusively, the approval of Stadium signage by the City's Appearance Review Board.

5. **Easements.** OSS shall grant easements, without any additional consideration, in form and substance mutually agreeable to the parties, to the City for various utility, sidewalk and access purposes, in the locations, and for the purposes, described in **Exhibit "C"**, attached hereto and made a part hereof by reference. Similarly, the City shall expeditiously process any applications for right of way utilization permits or requests for easements as may be reasonably needed for completion or operation of the Project. OSS shall execute the easements and deliver them to the City contemporaneously with the closing of the Purchase Agreement and the conveyance of the Property to OSS.

6. **Non-Relocation/Resale of the Property.** The parties agree and stipulate that the financial, civic and social benefits to the City from the presence of the Orlando City SC Lions and the playing of the Lions' home games in Orlando, Florida are great, due to the number of citizens and businesses that rely upon the benefit from the presence of the Orlando City SC Lions in Orlando, Florida. Further, the City has agreed to perform, at its expense, certain work as outlined in the Purchase Agreement, to prepare the Property for construction of the Stadium. Therefore, OSS hereby covenants (the "Covenant") with the City that it will cause the Orlando City SC Lions soccer team to utilize the Stadium as its home field and play the great majority, in excess of eighty percent (80%), of its home games at the Stadium or the Citrus Bowl for a period of ten (10) years or until the Note for purchase of the Property, as defined in the Contract for Sale and Purchase entered into between the parties on even date herewith, is paid off, whichever is later, beginning upon completion of the Stadium as said completion is evidenced by the City's issuance of certificate of occupancy. This period during which the covenant is in effect may be referred to as the "Stadium Term." The parties acknowledge that the City would not have entered into this Agreement absent the Covenant and further acknowledge and agree that the City

shall be entitled to seek and obtain the relief described below to ensure that OSS complies with the Covenant.

In the event that OSS desires to sell the Property or the Stadium at any time during the Stadium Term, OSS shall do so only in the following circumstances and upon compliance with the following conditions: (a) OSS may sell the Property and/or Stadium to an affiliate or to a third party, provided the Stadium remains the home field of the Orlando City SC Lions and in connection with such sale OSS delivers, upon request by the City, a written confirmation by Orlando City SC that it will continue to utilize the Stadium as the home field of the Lions in full compliance with the Covenant, (b) OSS may sell the Property and Stadium in conjunction with a sale of the Orlando City SC MLS franchise and a written confirmation and agreement by the purchaser that it will continue to utilize the Stadium as the home field of the Lions in full compliance with the Covenant or (c) OSS may sell the Property and Stadium to an entity that owns a MLS franchise and agrees in writing to assume the obligations of the Covenant to utilize the Stadium as the home field for the MLS franchise during the remainder of the Stadium Term.

In the event OSS desires to sell the Property to an unrelated third party purchaser in an arms-length sale for fair market value, then, exclusively in such circumstance, the City is granted a right of first refusal to purchase such property on the same terms and conditions as OSS is prepared to accept from such an unrelated third party purchaser. OSS shall notify the City in writing of the receipt of any offer (an "Offer") to purchase the Stadium Property from such an unrelated third party purchaser that OSS is prepared to accept ("Offer Notice"). The City shall have thirty (30) days from the receipt of the Offer Notice to notify OSS that it elects to exercise its right of first refusal and purchase the Stadium Property on the same terms and conditions as set forth in the Offer Notice. In the event that the City does not respond to the Offer Notice, it shall be deemed that the City does not desire to exercise its right of first refusal with regard to such Offer, but if OSS does not sell the Stadium Property pursuant to such Offer, then this Right of First Refusal will remain in full force and effect with respect to future Offers. As to entities, an unrelated third party purchaser means an entity with no principals common to OSS. In the event the City does not exercise its right of first refusal granted hereby, it will, upon request of OSS, execute a written acknowledgment that it has not exercised its right of first refusal.

7. **Termination of Prior Agreements.** All prior agreements between Orlando City SC, its principals and predecessors, and the City with regard to operation, ownership, construction or development of the Property or Project, including any predecessor plans for the Stadium, are hereby terminated, including but not limited to the following: the PCA, the Use Agreement, the Non-Relocation Agreement, collectively referred to as the "Prior Agreements." The MOU and MOUII are specifically excluded from the Prior Agreements terminated under this provision. If any of the Prior Agreement require termination in a manner specifically addressed in the applicable agreement, the parties are hereby authorized to do so. To extent practicable, this provision also authorizes termination of any agreements that constitute an encumbrance to title to the Property. The City, OSS, and Orlando City SC acknowledge that there have been no defaults by any of the parties under the Prior Agreements. Except as may be set forth herein or in the Purchase Agreement, the Prior Agreements, therefore, are hereby terminated in their entirety and shall be of no further force or effect and neither the City, OSS, nor Orlando City SC shall have any further rights, duties, or obligations under the Prior

Agreements except to the extent that any rights or obligations by their nature survive termination.

8. **Utility Requirements.** City will, at its expense, ensure that City off-site utilities, “Off-Site Utilities,” are available and sufficient to accommodate the requirements of the Project, including the Stadium, construction and operation. Said Off-Site Utilities shall consist of (i) sewer infrastructure to accommodate a sewer peak flow rate of discharge rate of 678 GPM; (ii) stormwater infrastructure to accommodate a peak stormwater discharge rate reasonably required during a one hundred year storm event; and (iii) the capacity to dispose of solid waste based on dumpster locations on the Property as approved by the City. OSS shall be responsible for all charges associated with use of the Off-Site Utilities. In addition, City shall be responsible, at its expense and as soon as practical, to relocate or cause the relocation of any pre-existing utility line, poles, pipes, conduits or facilities of any kind on the Property that are reasonably necessary or expedient to be relocated to accommodate construction and development of the Project in accordance with the approved plan for the Project as described in the PD. Such utility lines or facilities include any and all utility lines or facilities regardless of the owner thereof and whether above or below ground, including, without limitation, potable and non-potable water, sewer, stormwater, wastewater, electric, gas, telephone, television, internet, cable, telecommunication and similar services.

9. **City Suite.** In consideration for the City’s expenditure of funds to accommodate construction of the Stadium, OSS shall furnish to the City, while the Stadium remains in use as a venue, at no cost, a Suite, comparable in size, seating capacity, location and furnishings, to other Suites within the Stadium (which shall include tickets to all events at the Stadium, including though not exclusively, Soccer Club events, and all of the other rights, benefits and amenities included in the standard Suite license agreement provided to other Suite licensees). The City shall hold OSS 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.

10. **Cooperation Regarding Easements.** The Parties acknowledge that not all plans for the Project and the adjacent public improvements are competed. The Parties acknowledge that the City will need additional easements on the Property for existing utility infrastructure and future infrastructure for general utilities, streetscape/landscape, sidewalks, or public or private access. The Parties agree to cooperate in good faith in the design of the Project and any adjacent public improvements to accomplish the overall objective of creating a first-class soccer specific venue. Within thirty (30) days of City’s request, OSS will grant such easements described above, to the City at no cost, for both (i) utility infrastructure currently located on the Property and (ii) as reasonably necessary for infrastructure and improvements to be installed subsequently to the Effective Date for public purposes, including streetscape/landscape and sidewalk requirements imposed on the Project that do not unreasonably interfere with OSS’s design of the Project. The City will cooperate with OSS in the design and placement of any such easements keeping the purposes of the Project in mind.

11. **Binding Effect and Restriction of Use.** This Agreement and the terms and conditions hereof, including the PD and the Entitlements, shall be binding upon and inure to the benefit of the City and OSS and their respective successors and assigns, and their respective tenants, agents, licensees, guests and invitees and shall run with the Property. With or without

specific reference thereto, the conveyance of any interest in all or a portion of the Property shall be subject to the benefits, burdens and other terms and conditions of this Agreement, to the same extent as if all of the terms and conditions of this Agreement were set forth in full in such conveyance. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement: (i) is intended to govern and relate to the construction, use and operation of the Project on the Property; and (ii) shall not be transferable to any other real property. The Stadium may not be demolished and the Property redeveloped for any alternate use, and the Property is hereby restricted for, and limited to, Project Uses, as defined below, and other uses attendant thereto for a period of ten (10) years or until the Note for purchase of the Property, as defined in the Contract for Sale and Purchase entered into between the parties on even date herewith, is paid off, whichever is later, from the completion of the Stadium as evidenced by the City's issuance of a certificate of occupancy. Thereafter, the Property may be utilized for any lawful use. For purposes of this Agreement the term "Project Uses" means use of the Property as a stadium for soccer or other athletics, and any activity or use normally or reasonably engaged in within or near a stadium, including any gathering of people for any purpose or description whatsoever, providing such use is in compliance with applicable law.

12. **Third-Party Beneficiary.** This Agreement is solely for the benefit of the Parties signed hereto and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

13. **Controlling Laws.**

(a) This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the City now in effect and those hereinafter adopted which are not inconsistent with the specific terms and agreements set forth herein.

(b) The location for settlement of any and all claims, controversies or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

14. **Miscellaneous.**

(a) This Agreement, and any written addenda and all exhibits hereto (which are expressly incorporated herein by this reference), constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements, no prior written or prior or contemporaneous oral promises or representations shall be binding. All prior understandings and agreements between the parties with respect to the subject matter of this Agreement are merged within this Agreement, which alone fully and completely sets forth the understanding of the parties with respect thereto. Amendment to or waivers of the provisions herein must be made by all the Parties hereto, be in writing, and in recordable form.

(b) If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such

portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

(c) For all purposes of interpretation or construction of this Agreement, the singular shall include the plural and the plural shall include the singular. Words of any gender shall include words of any other gender and the use of the terms “include,” “includes” and “including” shall be without limitation to the items which follow. Captions and paragraph headings used herein are for convenience only and are not part of this Agreement and shall not be used in construing it. This Agreement and any related instruments or documents shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments or documents are the product of extensive negotiations between the parties hereto and that both parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments and documents.

(d) City and OSS acknowledge that this Agreement will be recorded in the Official Records of Orange County, Florida. OSS, upon the execution of this Agreement, shall pay to City the cost of said recording.

(e) Except as otherwise provided herein, any notice or document required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the person hereinafter designated; (ii) upon receipt of the same when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, (iii) or delivered by a nationally reputable parcel delivery service (such as Fed Ex and UPS), addressed to a party at the address set forth opposite the Party’s name below, or at such other address as the applicable Party shall have specified, from time to time, by written notice to the other Party delivered in accordance herewith:

If to City, to: City of Orlando
400 South Orange Avenue
P.O. Box 4990
Orlando, FL 32802-4990
Attn: Chief Administrative Officer

with a copy to: City of Orlando
400 South Orange Avenue
P.O. Box 4990
Orlando, FL 32802-4990
Attn: City Attorney

If to OSS, to: Orlando Soccer Stadium, LLC
c/o Orlando City SC
618 East South Street, Suite 510
Orlando, FL 32801
Attn: President

with a copy to: Orlando Soccer Stadium, LLC

c/o Orlando City SC
618 East South Street, Suite 510
Orlando, FL 32801
Attn: Chief Financial Officer

with copy to: Carlton Fields Jorden Burt, P.A.
CNL Center at City Commons, Suite 500
450 South Orange Avenue
Orlando, FL 32801-3370
Attn: Daniel L. DeCubellis

(f) Upon the request of any Party hereto, or their lender or investment partners, City hereby agrees to furnish a letter stating that (i) this Agreement is in full force and effect if true, (ii) there are no defaults under their Agreement or if any identify them, and (iii) such other information as reasonably requested. Such letter shall be furnished within thirty (30) days after request therefor.

15. **Assignment.** This Agreement and the Entitlements are personal to OSS and City and, except for assignment in connection with a sale of the Property meeting the requirements set forth above, OSS shall not be entitled to assign this Agreement without prior written consent of City, which consent may not be unreasonably withheld. Notwithstanding the foregoing, OSS may assign this Agreement and the Entitlements to an Affiliate (defined below), which is an Entity (defined below), individual or trust that is owned and/or controlled by Orlando City SC, OSS, its principals and/or their respective heirs. No assignment shall cause a release of OSS's obligations pursuant to this Agreement. An "Affiliate" of a person or Entity shall mean any Entity in which such person or Entity shall have a controlling ownership interest as defined by Generally Accepted Accounting Principles (GAAP). "Entity" means any corporation (including any non-profit corporation), sole proprietorship, general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

16. **Entitlements and PD Ordinance.** The terms and conditions of the PD and the Entitlements established thereby, as the same may be amended from time to time, are hereby incorporated into this Agreement by this reference. To the extent possible, the Entitlements, PD and this Agreement shall be interpreted to be consistent with, and complimentary of, the other. In the event of a conflict between the documents, however, the terms of the PD shall control.

17. **Right-of-way Utilization Agreement for Stadium Overhang.** A small portion of the upper level of the Stadium will encroach, "Encroachment," into the right of way for Church Street. In conjunction with execution of this Agreement, the parties hereby approve execution of a Right of Way Utilization Agreement in a form mutually agreed to by the parties.

18. **Force Majeure.** The Parties shall use reasonable diligence to ultimately accomplish the purposes of this Agreement, but shall not be liable to each other, or their successors or assigns, for damages, for breach of contract or otherwise, for failure, suspension, diminution, or other variations of services occasioned for a delay or occasioned by a cause or causes beyond the control of the Party whose performance is so delayed. Such causes shall

include, without limitation: moratoria; severe adverse weather conditions (such as tropical storms, tornados or hurricanes); war-like operations; terrorism; governmental or judicial action/inaction; legislation, or controls (including permitting or approval delays beyond the dates set forth in the Project schedule); acts of other government agencies (regulatory entities or courts) in their sovereign or contractual capacity; fires; floods; epidemics; quarantines; restrictions; strikes or failure or breakdown of transmission or other facilities; material shortages; or acts of God. The Parties acknowledge and agree that either Party's incompetence, failure to deploy adequate resources, failure to commence its duties hereunder within a reasonable time frame in accordance with the time frames stated herein or the applicable construction contracts, failure to make payments, or failure to exercise commercially reasonable diligence in the performance of its obligations hereunder shall not be deemed to constitute a force majeure event.

19. **Disputes.** Prior to the institution of any judicial proceedings, the Parties agree to attempt to settle the dispute through mediation, and shall follow the procedure set forth below. Any time periods set forth in this Agreement for cure of default shall be extended to the end of the time periods set forth below to permit the Parties to attempt to resolve any disputes.

(a) The Party believing a dispute to exist will give the other party written notice thereof, setting forth in reasonable detail the facts alleged to give rise to such dispute, the relevant contractual provisions, the nature of any claimed default or breach and a statement of the manner in which such Party believes the dispute should be resolved.

(b) Within twenty (20) days after receipt of such notice, each Party against whom relief is sought in connection with such dispute will deliver a written response, setting forth in reasonable detail its view of the facts alleged to give rise to such dispute, the relevant contractual provisions, the nature of the claimed default or breach and a statement of the manner in which such Party believes the dispute should be resolved.

(c) If the Parties do not agree on the manner in which the dispute should be resolved, they will arrange to hold a meeting within twenty (20) days after delivery of the response. Each Party will have in attendance at such meeting a representative with authority to bind the represented Party to any agreement resolving the dispute. At the meeting (and any adjournments thereof), the Parties will negotiate in good faith in an attempt to agree as to whether a dispute exists, the exact nature of the dispute and the manner in which the dispute should be resolved. If deemed appropriate by any Party, a professional mediator may be engaged to assist in resolving the dispute with mediation costs borne equally by the Parties. Any resolution of the dispute will be evidenced by a written agreement setting forth in reasonable detail the actions to be taken by each Party. If no such written agreement is reached within 30 days after the first meeting, the Parties may pursue any legal remedies available to them with respect to such dispute.

(d) Notwithstanding the provisions of this Article, nothing herein shall prevent or hinder any Party from pursuing and obtaining injunctive relief in a court of law as to matters appropriate for such relief.

20. **Remedies.** Any and all remedies identified in this Agreement are cumulative and not exclusive and shall be in addition to any other remedy which the Parties may have.

21. **Attorney Fees.** In the event any Party hereto institutes legal action or cross-action for breach or enforcement of the terms hereof, the prevailing party shall recover reasonable attorneys' fees and expenses, together with court costs, including any such fees, expenses, and costs incurred at all tribunal levels, including without limitation, appellate, bankruptcy and post-judgment proceedings.

22. **Sovereign Immunity.** City is a Florida municipal corporation whose limits of liability are set forth in section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of City beyond that provided in section 768.28, Florida Statutes. Further, nothing herein is intended as a waiver of City's sovereign immunity under section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything which might allow claims otherwise barred by sovereign immunity or operation of law.

23. **Damages.** NEITHER CITY, OSS NOR ORLANDO CITY SC, OR THEIR AFFILIATES, SUBCONTRACTORS, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, MANAGERS, MEMBERS, CONSULTANTS, ELECTED OR APPOINTED OFFICIALS, AND/OR EMPLOYEES SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY NATURE HOWSOEVER CAUOSS, AND WHETHER BAOSS ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, STRICT LIABILITY OR ANY OTHER THEORY OF THE LAW.

24. **Waiver of Jury Trial.** THE CITY AND OSS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ALL OTHER AGREEMENTS EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY, WHETHER IN CONNECTION WITH THE MAKING OF THIS ADDENDUM OR OTHERWISE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE CITY AND OSS.

25. **Impact Fee Credits.** OSS shall be entitled to transportation impact fee credits consistent with Chapter 56 of the Orlando City Code and Sewer Benefit Fee Credits consistent with Chapter 30 of the Orlando City Code.

26. **Time.** In computing any period of time pursuant to this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included, but the time shall begin to run on the next succeeding day. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. Time is of the essence.

27. **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

28. **No Waiver of Regulatory Authority.** Nothing in this Agreement constitutes a waiver of the City's regulatory authority with respect to development of the Property or the Project.

City of Orlando Execution Page

IN WITNESS WHEREOF, the Parties have caused these presents to be executed on the day and year indicated above.

ATTEST

“City”

By: _____
City Clerk

CITY OF ORLANDO, FLORIDA, a
municipal corporation of the State of Florida

Print Name: **Celeste T. Brown**

By: _____
Mayor/Mayor Pro Tem
Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, the _____ of **CITY OF ORLANDO, FLORIDA**, a municipal corporation of the State of Florida, who [] is personally known to me or [] has produced _____ as identification.

Notary Public, State of Florida at Large
My Commission Expires: _____

Orlando Soccer Stadium, LLC Execution Page

Witness

“OSS”

By: _____

Orlando Soccer Stadium, LLC
a Florida limited liability company

Print Name: _____

By: _____

Witness

Title: _____

By: _____

Print Name: _____

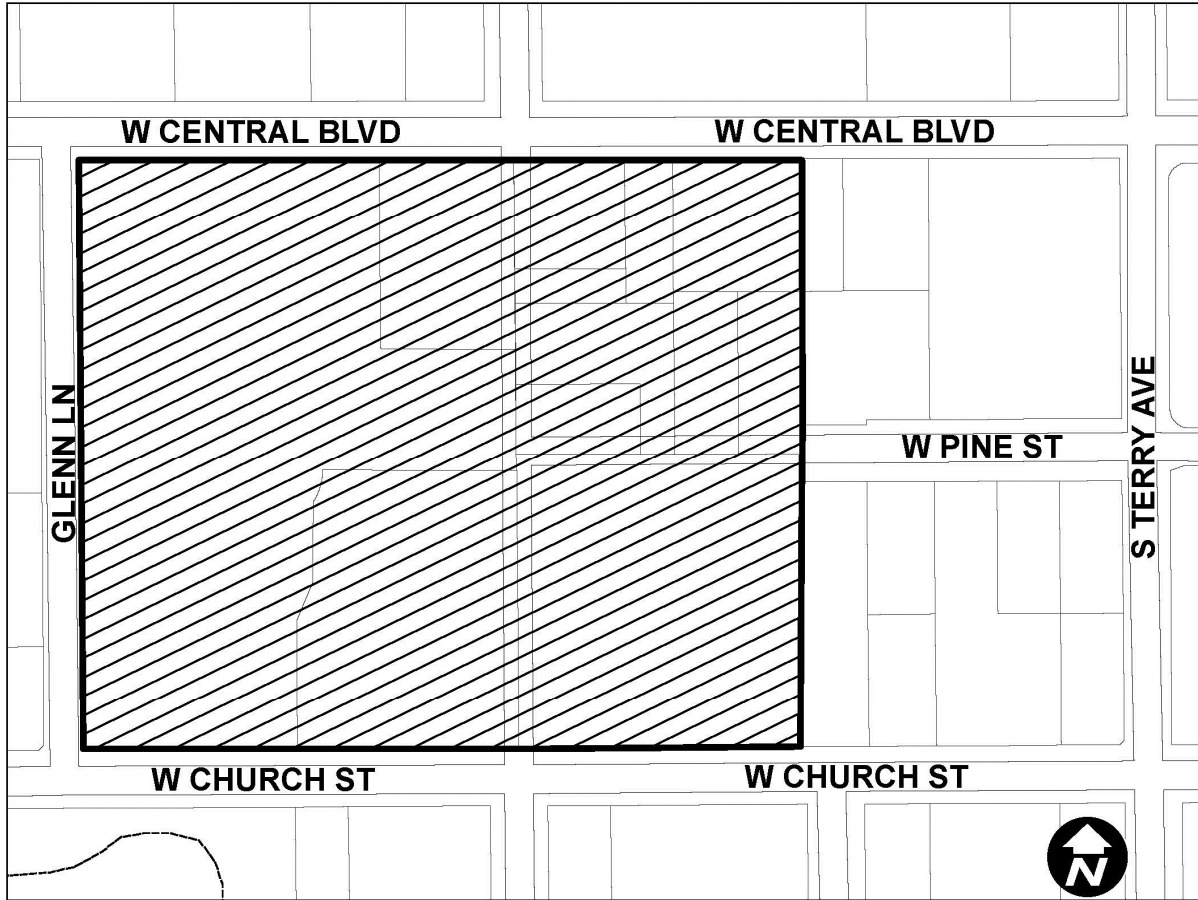
Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing was acknowledged before me this ____ day of _____, 2016, by _____, the _____ of **Orlando Soccer Stadium, LLC**, a Florida limited liability company, who [] is personally known to me or [] has produced _____ as identification.

Notary Public, State of Florida at Large
My Commission Expires: _____
Commission No. _____

EXHIBIT "A" "Property"



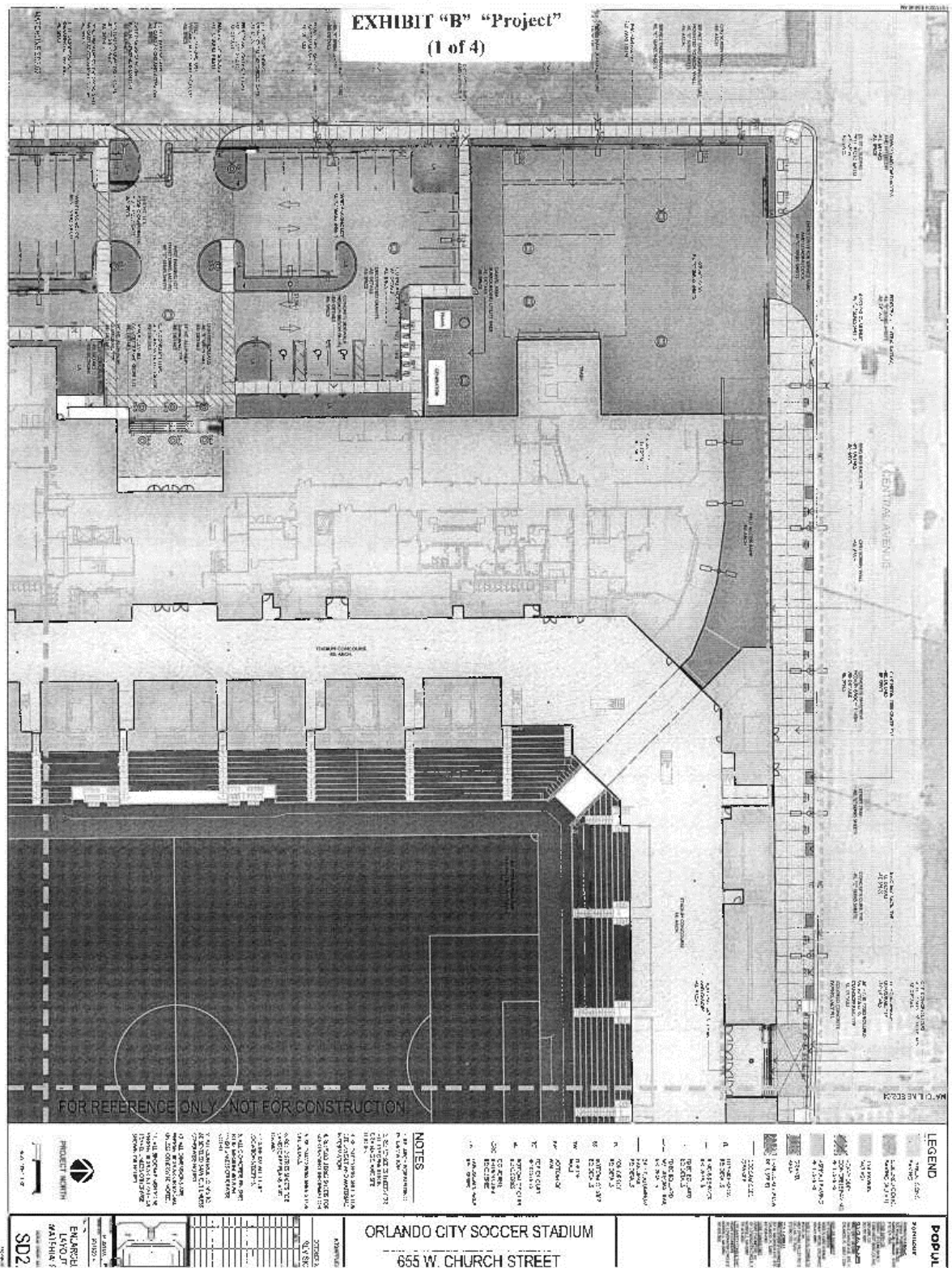


EXHIBIT "B" "Project"
(2 of 4)

FOR REFERENCE ONLY - NOT FOR CONSTRUCTION

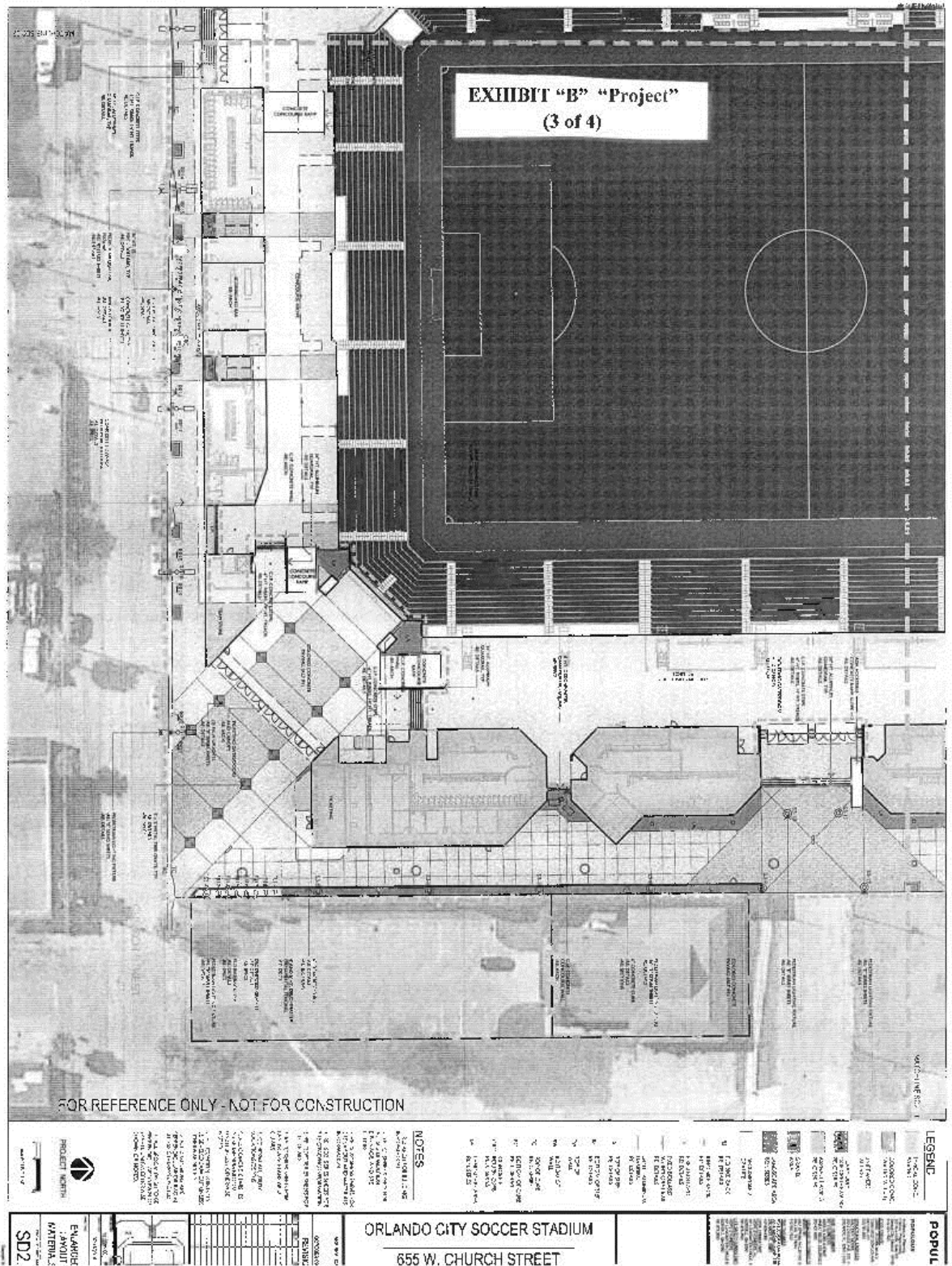
NOTES

LEGEND

ORLANDO CITY SOCCER STADIUM
655 W. CHURCH STREET

POPUL

SD2



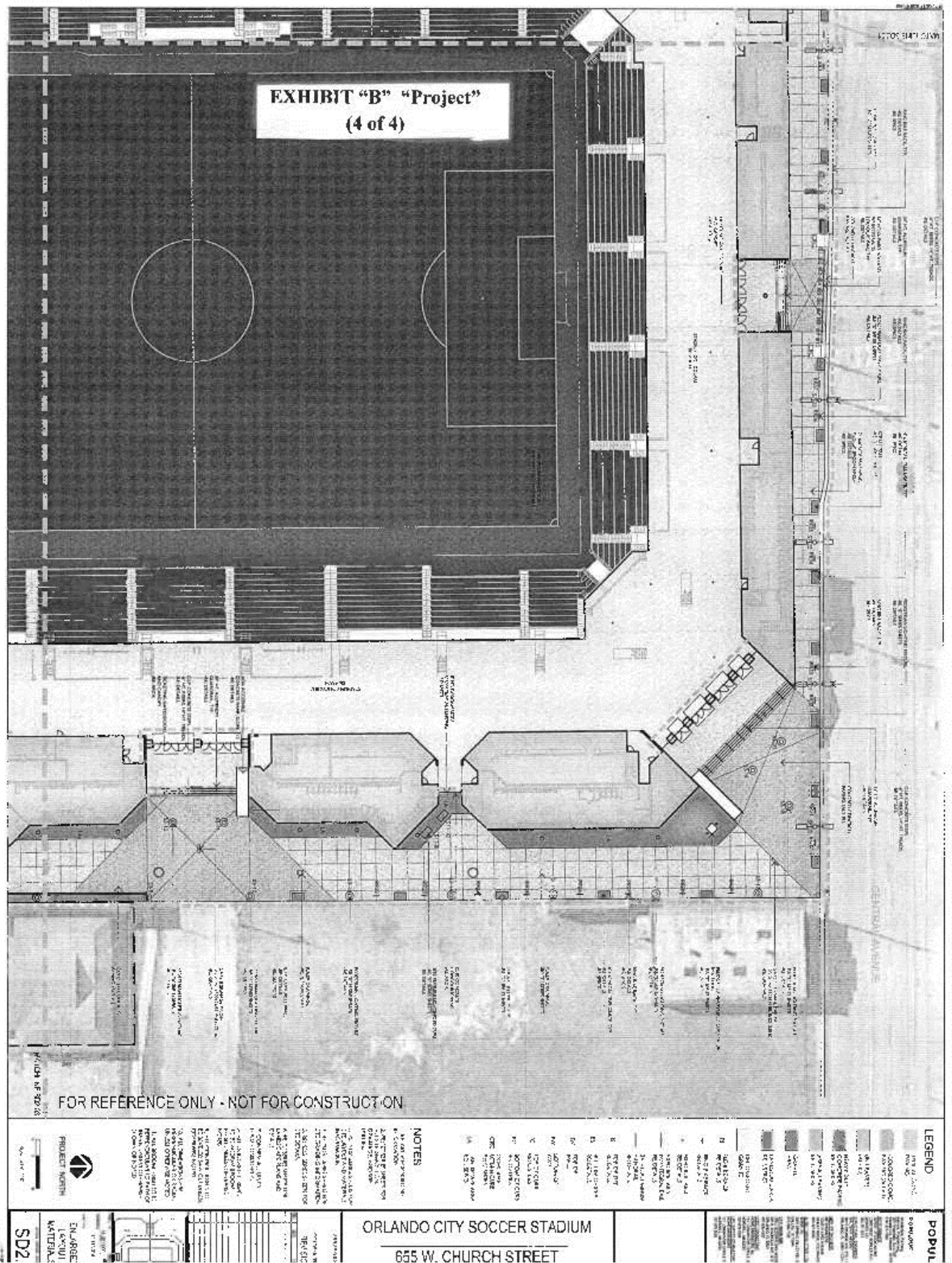


EXHIBIT “C” “Easements”

a. Storm water line between Central Blvd and Church St (leading to the Parramore South Pond), located on the west side of the stadium site roughly parallel to Glenn Lane and situated primarily in the parking lot and loading dock parking areas.

b. Traffic signal pole, conduit, cables and related equipment located in the sidewalk area on the south side of Central Blvd. at Parramore Ave., situated between the north side of the stadium and Central Blvd. ROW.

c. Telecommunications duct (2-4" conduits) between Central Blvd. and Church St. located along with the AT&T (12-4" conduits) duct bank in the pedestrian area on the east side of the stadium site.