

**JOINT PROJECT AGREEMENT
CAMPING WORLD STADIUM RENOVATIONS**

THIS JOINT PROJECT AGREEMENT for CAMPING WORLD STADIUM RENOVATIONS (the "Agreement") is made and entered into as of the date of last execution below by and between **THE CITY OF ORLANDO** (the "City"), a municipal corporation under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida, 32802 and **FLORIDA CITRUS SPORTS EVENTS, INC.**, a not-for-profit corporation organized and existing under the laws of the State of Florida ("FCS"). City and FCS may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the City owns and operates Camping World Stadium (the "Stadium") which hosts various college and professional football games, live concerts, and other live-action sporting and entertainment events; and

WHEREAS, FCS is a not-for-profit corporation and 501(c)3 organization which has multiple use agreements with the City pursuant to which it organizes and hosts certain sporting and live-action events at the Stadium; and

WHEREAS, the County currently collects the tourist development taxes authorized by Section 125.0104(3)(c), (d), and (m), Florida Statutes ("Tourist Development Tax" or "TDT") and such Tourist Development Taxes are authorized to be used to construct, extend, enlarge, remodel, repair, improve, or maintain, publicly owned and operated sports stadiums within the boundaries of the county in which such tax is levied; and

WHEREAS, users of the Stadium, such as, but not limited to, the National Football League, World Wrestling Entertainment, Inc., and other concert and entertainment promoters have reported specific needs at the Stadium and recommended certain improvements thereto; and

WHEREAS, the Parties have agreed to the scope of work and detailed project budget and schedule attached hereto, and incorporated herein, by reference, as Exhibit A (the "Scope"); and

WHEREAS, the Parties anticipate that a funding agreement will be entered into with Orange County, Florida ("Future Funding Agreement") wherein the County, will contribute a total aggregate amount not to exceed Four Hundred Million Dollars (\$400,000,000.00) in TDT revenues for, among other things, the expansion and renovation of the Stadium (the "Enhancements"); and

WHEREAS, the City and FCS desire to work cooperatively to make decisions related to the Enhancements and, therefore, desire to enter into this Agreement to set forth the roles and responsibilities of each for implementation of the Enhancements; and

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, of which the Parties acknowledge the receipt and sufficiency, the City and FCS agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. Scope of Renovation. The City and FCS have mutually agreed to the general Scope of the Enhancements as set forth in Exhibit "A," attached hereto and made a part hereof by this reference. The City and FCS shall work together with the Program Manager, Design Architect, and Construction Manager and other consultants ("Project Team") to develop the Plans and Specifications for the Enhancements based on the Scope. The Project Team shall be selected in accordance with Section 3 of this Agreement. Any material changes, additions and/or deletions made to the Scope and, once finalized, the Plans and Specifications, shall be mutually agreed to by authorized representatives of the Parties hereto. The term "Plans and Specifications" means the final plans and specifications for the Enhancements prepared by the Project Team and approved by authorized representatives of the City and FCS. The Plans and Specifications shall be consistent with the Scope provided as of the date hereof or as otherwise modified from time to time by mutual agreement of authorized representatives of the Parties hereto and in accordance with the Future Funding Agreement. If the parties hereto are unable to mutually agree upon the Plans and Specifications and/or any modifications thereof, a final determination will be made by the City of Orlando Mayor after consultation with authorized representatives of the City and FCS and such determination shall be submitted to the County in accordance with the Future Funding Agreement, if required, provided that FCS's required approval shall consist of acknowledgement by FCS that it acquiesces in the determination of the City of Orlando Mayor pursuant to the terms of this Joint Project Agreement. In no event will any modification to the Scope of the Enhancements nor the agreement on Plans and Specifications and any amendments thereto obligate the City to expend any funds not otherwise provided from TDT through the Future Funding Agreement. The City's financial obligation under this Agreement is limited solely to TDT revenues and no general fund revenues or other funds of the City are obligated hereby or shall be used to secure debt related to this Agreement. No funds will be expended until the Future Funding Agreement is executed and, in the event that the Future Funding Agreement is not executed and/or the TDT revenues referenced herein are not to be contributed towards the Enhancements, this Agreement will automatically terminate and be void *ab initio*.

3. Procurement. The City shall procure, according to its Policies and Procedures, all design professionals and construction contractors for the Enhancements. FCS and the City will each have two representatives on a selection committee(s) for the purpose of choosing the Project Team, including any Owner's representative/Program Manager, Design Architect, Construction Manager at Risk or other consultants, and a fifth member of each selection committee will be mutually agreed to by the CEO of FCS and the Chief Venues Officer of the City, or if they cannot reach agreement, the fifth member will be appointed by the City of Orlando Mayor. All applicable requirements of state law and city code will be followed, as well as applicable MBE/WBE requirements.

4. Project Budget. The total budget for this renovation project will not exceed the Four Hundred Million Dollars (\$400,000,000.00) in TDT revenues provided pursuant to the Future Funding Agreement. If any material changes or deletions from the Scope of the Enhancements as set forth in Exhibit "A" must be made in order to achieve this budget cap, then the process for making such changes will be in accordance with Paragraph 5 of this Agreement.

5. Cooperation and Implementation of this Agreement. The City and FCS agree to work together during the implementation of this Agreement in order to maximize the benefits intended by, and to adhere as closely as possible to, the Scope. The Parties agree that time is of the essence in making any decisions, interpretations and/or changes with respect to design, materials and other matters pertinent to the Enhancements so as not to materially delay the Enhancements. If the Parties' authorized representatives are unable to mutually agree to those items and decisions that require mutual agreement, a final determination will be made by the City of Orlando Mayor after consultation with authorized representatives from the City and FCS and such determination shall be submitted to the County in accordance with the Future Funding Agreement, if required, provided that FCS's required approval shall consist of acknowledgement by FCS that it acquiesces in the determination of the City pursuant to the terms of the Joint Project Agreement.

6. Status of Independent Contractor. The Parties hereto deem the City and FCS to be independent entities for the purposes of this Agreement and not as agents of the other.

7. Disclaimer Related to Governmental Authority. Nothing in this Agreement binds or compels City to exercise or to refrain from exercising its police powers and other governmental powers provided by law.

8. Financial Obligations. City and FCS agree that all financial terms, obligations and payments are contained within the terms and conditions of this Agreement and acknowledge that neither party has made or received any payments or promises of payment not documented in this written Agreement.

9. Human Trafficking Affidavit. FCS hereby represents, warrants, and certifies that FCS does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and that FCS has provided the Human Trafficking Affidavit attached hereto as Attachment A.

10. Default. In the event of a material default by either Party under this Agreement, the other Party shall have all remedies available to it under the laws of the State of Florida, including, but not limited to injunction to prevent default and actions for specific performance and/or mandamus to enforce this Agreement. Trial by jury is expressly waived by the Parties to this Agreement. Each Party hereto shall give the other written notice of any default hereunder and shall allow the defaulting Party fifteen (15) business days from the date of receipt of such notice to effect a cure for such default. The parties acknowledge that a default by either party under the Future Funding Agreement shall constitute a default hereunder.

11. Effective Date; Amendment or Termination. The effective date of this Agreement (the "Effective Date") shall be the date when the last one of the Parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures and remain in effect until the TDT revenue provided in the Future Funding Agreement is exhausted. This Agreement may be amended, modified, or terminated at any time during this Agreement by the mutual written agreement of the Parties.

12. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue under or by reason hereof to or for the benefit of any third party.

13. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered the other party to either a) upon hand delivered to the official hereinafter designated for each Party with proof of delivery to the address below, or when b) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed to the representative or official and address set forth below, or at such other address as a Party shall specify by written notice to the other.

If to FCS: Florida Citrus Sports Events, Inc.
One Citrus Bowl Place
Orlando, Florida 32805
Attention: Steve Hogan

With a copy to: Richard Fildes
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, Florida 32801

If to City: Chief Venues Officer
City of Orlando, Florida
400 W. Church Street, Suite 200
Orlando, Florida 32801

With a copy to: Chief Financial Officer
City of Orlando, Florida
400 South Orange Avenue, 4th floor
Orlando, Florida 32801

14. Entire Agreement. This Agreement, the Future Funding Agreement and any agreements required therein, as applicable, constitute the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.

15. No Assignment. This Agreement may not be assigned or transferred by any of the Parties hereto without the prior written consent of the other Party. Failure to comply with this section may result in immediate termination of this Agreement.

16. No waiver. Continued performance by either Party hereto, pursuant to the terms of this Agreement, after a default of any of the terms, covenants or conditions herein shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

17. Severability. The provisions of this Agreement are declared by the Parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the Parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held

invalid or unenforceable by a court of competent jurisdiction, the Party protected or benefited by such term, provision, covenant, or condition may demand that the Parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited Party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

18. Governing Law; Venue. Any litigation occurring as a result of this Agreement shall be held in the courts of Orange County, Florida. This Agreement shall be governed by the laws of the State of Florida.

19. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

20. Counterparts. This Agreement may be executed in separate counterparts, all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the City and FCS have executed this Agreement as indicated below:

Florida Citrus Sports Events, Inc.

By: _____

Its: _____

Date: _____

City of Orlando, Florida,
a Florida municipal corporation

By: _____
Mayor/Mayor Pro Tem

Date: _____

ATTEST:

Stephanie Herdocia, City Clerk
(SEAL)

Approved as to Form and Legality
for the use and reliance of the
City of Orlando, Florida only.
_____, 2024

Chief Assistant City Attorney
Orlando, Florida

EXHIBIT "A"

STADIUM SCOPE

Camping World Stadium Project Objectives

1. Maximize seating mix and functionality of the Stadium, to maintain existing events and attract new events (achieve 65,000 total seats for sporting events vs 63,000 existing seats)
2. Improvements to upper seating bowls to increase life-span.
3. Elevate fan experience from Stadium campus entry to departure.
4. Modernize and improve stadium systems.
5. Maximize flexibility of the Stadium and Campus for a variety of events.
6. Multipurpose Event Center for attracting new events.
7. Other Improvements to enhance the venue's competitiveness

It is the intent of the City to incorporate two separate projects collaboratively working towards achieving the completion of the above objectives:

- Completion of Camping World Stadium elevating its competitiveness among similar stadiums
- New Multipurpose Event Center to attract new events and supplement amenities for staple events held at the Stadium

A program ("Project Scope") will be further developed but MAY generally include the following (in no, particular order):

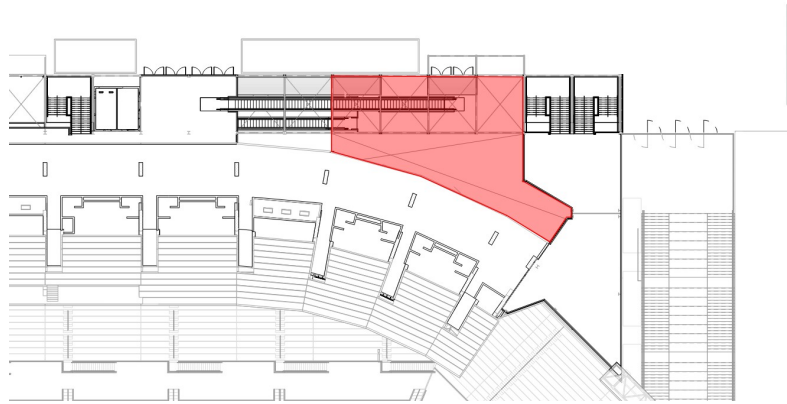
1. Replacement of Existing Upper Bowl Seating Pre-cast (East & West Upper Bowls)

- A. Removal of all existing seating, railings and intermediate stairs in the upper seating bowl, removal of existing precast concrete treads & risers or precast seating units (PSUs)
- B. New seating bowl profile shall accommodate the following:
 - i. New front tub for premium product (possible double tub for loge boxes)
 - ii. Code required ADA seating for this level
 - iii. Tread depths at all GA seating to accommodate stadium chairs (in lieu of bleachers)
 - iv. Installation of new intermediate stairs, railings, and stadium seating (stadium chairs in lieu of bleachers)

- C. A sub-roof on the underside of the new seating bowl shall be installed over finished areas

2. Replacement of Terrace Level Concourse & Amenities

- Demolition and removal of all restroom and concession buildings and existing topping slab on precast double tree structure
- New waterproof system over the existing double tees for the terrace level concourse (including new interior spaces)
- New amenities (concessions & restrooms) and support areas
- The below areas (typical each quadrant) on the Terrace Level shall also be evaluated for new concourse (structure added) to accommodate amenities



3. New North Endzone Tower

A. New Suite Level

- i. Connectivity from existing Suite Levels on East and West sides of Stadium
- ii. New premium seating mix and support areas

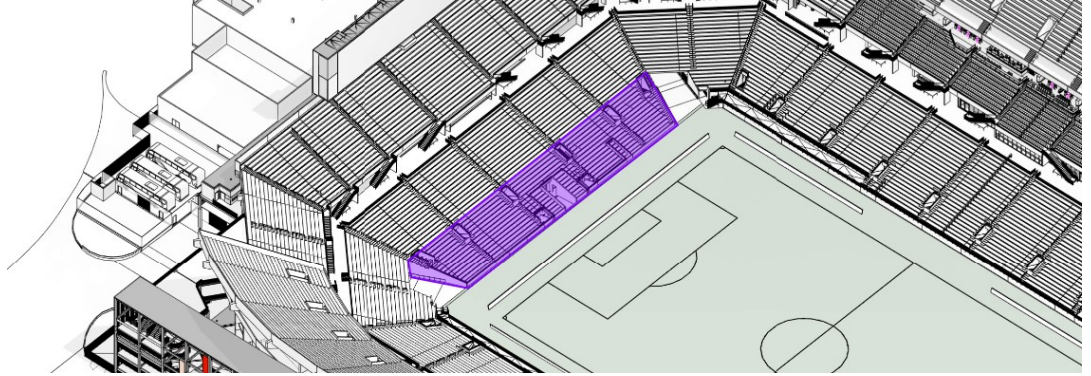
B. New Terrace Level

- i. New Terrace Level concourse with connectivity to existing East and West Terrace Levels with amenities
- ii. New seating bowl to achieve overall seating capacity

C. Vertical transportation including escalators and elevator(s)

4. South Endzone Field Expansion

- A. Removal of the existing precast seating bowl (Seats, railings, broadcast locations, etc.) and replacement with a retractable seating system with similar seating in the South lower seating bowl as shown below:



- B. New retractable seating sections shall be comparable in seats/ railing to existing lower bowl with minimal net seat loss
- C. New retractable section shall maximize available field use when in the collapsed (Stored) position for concerts but have minimal impact to existing team facilities/ filed access corridors
- D. Replacement of displaced program into existing structures or new structures

5. New South Endzone Tower

- A. New Structure from Existing Plaza level to accommodate new Press/ Seating Mix
- B. South Endzone Suite Level
 - i. Incorporate relocated press into southwest corner of new structure
 - ii. New Premium seating mix with support spaces
- C. South Endzone Terrace Level
 - i. New terrace level connectivity from East Terrace Level to the West Terrace Level
- D. Vertical Transportation

6. East & West Suite Level Redevelopment (partial demo & rebuild)

A. East Suites

- i. Select demolition of existing interiors of existing Suite Level including HVAC and plumbing above
- ii. Installation of SubRoof where waterproofing above cannot be installed (outside of limits of terrace level concourse)
- iii. All new Interiors to suites including, but not limited to, ceilings, lighting, paint, carpet millwork, HVAC plumbing and technology

B. West Suites

- i. Relocation of Press and reconfigure Suite Level
- ii. Select demolition of existing interiors of existing Suite Level including HVAC and plumbing above
- iii. Installation of SubRoof where waterproofing above cannot be installed (outside of limits of terrace level concourse)
- iv. All new Interiors to suites including, but not limited to, ceilings, lighting, paint, carpet millwork, HVAC plumbing and technology

7. Surrounding Lot Improvements/ Amenities

A. Improved Parking

- i. Improved drainage and select re-paving of lots

B. Potential Amenities

- i. Landscaping, gateways and pedestrian portals for wayfinding, perimeter fencing
- ii. New pedestrian circulation around South end of Stadium
- iii. Lighting and Wi-Fi

- C. Other items, including but not limited to, added perimeter security, replacement of annex and power for events

8. Enhanced Premium Entries

- A. Enclosed, conditioned space at existing Gates B & E entries

9. Stadium Exterior

- A. Cleaning & Re-painting of existing exterior structural steel and concrete
- B. New exterior façade on existing frame

10. Stadium Modernization and Other Improvements

A. Building Systems

- i. DAS/ Wi-Fi
- ii. HVAC Systems
- iii. Fire Alarm System
- iv. Integrated Building Automation Software (BAS)
- v. Lighting replacement and lighting control
- vi. Stadium re-key with select card access control
- vii. Stadium data network
- viii. Building security system
- ix. Public safety/ operations radio antenna system
- x. Distributed Sound system
- xi. Distributed TV system/ replacement of TVs
- xii. Video displays (with production equipment)

B. Fan Experience

- i. Replacement of existing stadium seating
- ii. Ticketing system
- iii. Concessions & Restrooms
- iv. Entry Gate canopies/ wayfinding monuments @ gates
- v. Wayfinding throughout
- vi. A/V

C. Competitive items

- i. Playing Field/ Drainage
- ii. Team facilities update
- iii. Power
- iv. Event FF&E

D. Any other agreed-up Stadium Improvements

11. Multipurpose Event Center

A. Cost Effective building with a free-span, open area to accommodate:

- i. Concerts/ Performances**

ii. Sporting Events

Potentially full-size football events, football exhibition events (i.e., Pro-Bowl Skills competition), court sports with spectator seating and cheerleading competitions

iii. Conventions/ Banquets/ Lectures

B. In addition to Open Area, support areas needed on lower level that includes:

- i. Locker rooms
- ii. Fan amenities (concessions, restrooms, etc.)
- iii. Back-of-house/ support areas

C. Upper-Level Amenities shall include

- i. Flexible Space for Concerts
- ii. Seating
- iii. Meeting Rooms
- iv. Support Areas

Attachment A
HUMAN TRAFFICKING AFFIDAVIT
FCS Agreement dated _____

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Orlando (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of _____, a non-governmental entity and I am authorized to provide this affidavit on behalf of Nongovernmental Entity)
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Company: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by

_____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

(Affix Notary Stamp or Seal)

Notary Public Signature
Print, Type or Stamp Name of Notary: _____
My commission expires: _____