



# Orange County Government

Orange County  
Administration Center  
201 S Rosalind Ave.  
Orlando, FL 32802-1393

## Legislation Text

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**File #:** 25-1504, **Version:** 1

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### Interoffice Memorandum

**DATE:** November 7, 2025

**TO:** Mayor Jerry L. Demings and County Commissioners

**THROUGH:** Luciana Mino, Assistant Manager

**FROM:** Anmber Ayub, Program Manager

**CONTACT:** Faye Lee, Administrative Assistant

**PHONE:** 407-836-7097

**DIVISION:** Real Estate Management Division

**ACTION REQUESTED:**

Approval and execution of Non-Exclusive Slope and Fill Easement Agreement by and between Walt Disney Parks and Resorts U.S., Inc. and Orange County and authorization for the Manager of the Real Estate Management Division to exercise all delegations of authority expressly provided by the Non-Exclusive Slope and Fill Easement Agreement, disburse funds to pay recording fees, and record instrument for Flemings Road - Village I (RAC), Segments 5 and 6 (Parcel 8011). District 1. **(Real Estate Management Division)**

**PROJECT:** Flemings Road - Village I (RAC), Segments 5 and 6 (Parcel 8011)

**PURPOSE:** To provide for access to clear, grade, excavate, and add or remove fill material for the purpose of ensuring the structural integrity of the adjacent roadway.

**ITEM:**

Non-Exclusive Slope and Fill Easement Agreement (Instrument 8011.1)

Cost: Donation

Size: 21,494 square feet

**BUDGET:** HMH-1454-072-5037-6110

**REVENUE:** N/A

**FUNDS:** \$104.20 - payable to Orange County Comptroller (for recording fees and doc stamps)

**APPROVALS:**

Real Estate Management Division  
County Attorney's Office  
Risk Management Division  
Public Works Department

**REMARKS:** Pursuant to the terms of the Village I Horizon West Road Network Agreement approved by the Board on January 28, 2020, and recorded February 20, 2020, in Official Records of Orange County, Document No. 20200109451, and as subsequently amended ("Agreement"), the County is required to acquire any lands which are not governed by the Agreement ("Uncontrolled Lands") and are necessary for the widening of Flemings Road, Segments 5 and 6 ("Project").

In accordance with the Agreement, the signatory owners submitted payment to the County to fund costs associated with the acquisition of the Uncontrolled Lands ("Acquisition Payment").

The County shall disburse funds from the designated County account, where the Acquisition Payment was deposited, to pay all closing costs including recording fees.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

DEC 02 2025

**THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:**

Anmber Ayub, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida  
P.O. Box 1393  
Orlando, Florida 32802-1393

**Property Appraiser's Parcel Identification Number:**  
a portion of 19-24-27-0000-00-007

**Instrument:** 8011.1

**Project:** Village I – Horizon West – C.R. 545 (Avalon Road) & Flemings Road

**THIS IS A DONATION**

**NON-EXCLUSIVE**  
**SLOPE AND FILL EASEMENT AGREEMENT**

**THIS NON-EXCLUSIVE SLOPE AND FILL EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of the date on which the last party has executed this Agreement (the “**Effective Date**”), by and between **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, whose address is 1375 Buena Vista Drive, 4th Floor, Lake Buena Vista, Florida 32830 (“**WDPR**”), and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose post office address is Post Office Box 1393, Orlando, Florida 32802-1393 (“**County**”).

**RECITALS**

**A. WHEREAS**, certain roadway improvements are being made to C.R. 545 (a/k/a Avalon Road) and Flemings Road in Orange County, Florida, by and/or on behalf of the County (the “**Project**”);

**B. WHEREAS**, in connection with the Project, Poulos & Bennett, LLC prepared those certain Construction Plans for Flemings Road Segments 5 and 6 (CIP No. 5037), under P&B Job No. 19-141 (the “**Construction Plans**”). All references herein to the Construction Plans shall be deemed to refer to same as approved by the County;

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**C. WHEREAS**, County has requested a non-exclusive permanent slope and fill easement for the purpose of ensuring the structural integrity of the roadway facility adjacent to the granted easement over certain property owned by WDPR (referred to herein as the Easement Area and described and defined below);

**D. WHEREAS**, WDPR agrees to grant County a non-exclusive easement to use the Easement Area solely for the Permitted Use (defined below), and for no other purpose or use whatsoever, subject to the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual agreements of the parties hereto and other valuable considerations, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

**1. Grant of Easement.** WDPR does hereby give and grant to County, its employees, contractors, subcontractors, consultants, and agents (collectively, the “**Authorized Personnel**”) a non-exclusive slope and fill easement (the “**Easement**”) with full authority to enter upon the Easement Area (defined below) to clear, grade, surcharge, excavate and add or remove fill material in conformity with the Construction Plans (the “**Permitted Use**”) to certain lands situate in Orange County, Florida, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (the “**Easement Area**”).

**2. County’s Use of Easement Area.** The Permitted Use includes the right of County, its successors and Authorized Personnel to clear and keep clear from the Easement Area all trees, undergrowth, buildings, utilities, structures, obstructions, obstacles, driveways, crops, landscaping other than sod or similar type of ground cover, and other impediments, which, in County’s opinion, may endanger or interfere with the safe and efficient inspection, construction, repair, replacement, operation, maintenance or service of the Easement Area.

**3. Ownership of the Easement Area.** WDPR represents and warrants to County that WDPR is lawfully seized of the Easement Area and has good right and lawful authority to grant the Easement and that WDPR will defend the same against the lawful claims of all persons claiming by, through and under WDPR but not otherwise. Notwithstanding the foregoing, County accepts the Easement and Easement Area subject to all title matters of record.

**4. Limitation of Rights.** This Agreement creates a non-exclusive easement only for the Permitted Use, and County does not have and shall not (at any time) claim any other interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Agreement or County’s use of the Easement Area pursuant hereto.

**5. WDPR’s Reservation of Rights.** Subject to the rights created herein, WDPR expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations and/or easements, any and all portions of the area upon, above or under the Easement Area (in WDPR’s sole and absolute discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property, provided that such right does not materially and adversely interfere with County’s Permitted Use of the Easement Area pursuant to the terms hereof. In furtherance and not

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in limitation of the foregoing, WDPR reserves the right, but not the obligation, to do all or any of the following without County's consent:

a) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use thereof and to perform any repair or maintenance of the Easement Area not timely performed by County, and to enter upon the Easement Area at any time to remedy any condition thereof in the event of an emergency. WDPR shall not assume any responsibility for the performance of any of County's obligations hereunder, or any liability arising from the improper performance thereof by WDPR, except if and to the extent such liability results from the negligence and/or willful misconduct of WDPR; and

b) to uses that do not materially adversely impact the Easement or the rights granted to County herein and are constructed and maintained at WDPR's sole cost and expense.

**6. Covenants of WDPR.** WDPR covenants and agrees that no buildings, utilities, structures, obstructions, obstacles, driveways, crops, landscaping other than sod or similar type of ground cover, or impediments shall be located, constructed, excavated, or created within the Easement Area by WDPR, their heirs, successors and assigns. WDPR shall not affect the structural integrity of the adjacent roadway facility, including but not limited to removal of fill from the Easement Area without first providing written notice to the County.

**7. Covenants of County.** County, for itself, and its Authorized Personnel covenants and agrees that its Permitted Use of the Easement Area shall:

a) not interfere with or prevent the following: (i) development, use and maintenance by WDPR of the Easement Area or other property around the Easement Area; and (ii) any development, construction, improvement, or other activity or use now or in the future existing on or about the Easement Area and/or other property around the Easement Area so long as such use does not materially adversely impact the rights granted to County herein;

b) not interfere with or disturb any threatened or endangered plant or animal life on, under or above the Easement Area or other property around the Easement Area without first obtaining necessary governmental permits;

c) not interfere with any existing license, easement, reservation or right-of-way upon, above, over, through, under or across the Easement Area;

d) not, by any act or omission, render WDPR liable for any violation of any Laws and/or governmental permits;

e) not cause, allow, give permission for or suffer any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, "**Hazardous Materials**") to be used, placed, misused or disposed of upon, above or under, or transported to or from, the Easement Area or other property around the Easement Area (collectively, "**Hazardous Materials Activities**"). WDPR shall not be liable to County for any Hazardous Materials Activities caused by County. To the fullest extent permitted by law, County shall be liable to WDPR for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental

hazard on the Easement Area or WDPR's Property caused by County resulting from construction, repair, replacement, maintenance or operation of any improvements;

f) upon completion of the work, remove any temporary improvements and equipment placed on the Easement Area and restore both the ground surface of the Easement Area and any grass, irrigation lines and equipment, and landscaping in or on the Easement Area at the time of commencement of the work, in accordance with the Construction Plans;

g) not permit any lien to be filed against the Easement Area or other property around the Easement Area for labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or other property around the Easement Area at the direction or sufferance of County or its Authorized Personnel; and

h) maintain the Easement Area and any improvements in working order and in a slightly condition (including routine landscape maintenance of all grass and vegetation).

**8. Breach by County.** County shall have twenty-one (21) days (or such shorter period of time as imposed by Laws and/or Governmental Permits) after written notice from WDPR to cure any breach of this Agreement. If such breach cannot reasonably be cured within the twenty-one (21) day period, County shall have such reasonable period necessary to cure the breach provided that: (i) County has timely initiated cure and is proceeding with due diligence to cure such breach; and (ii) if a cure period is imposed by Laws and/or Governmental Permits, then County must comply with such cure period. If County fails to cure any breach within the applicable cure period then (in addition to any other remedies at Law or in equity) WDPR shall have the right, but not the obligation, to cure any such breach and the costs thereof shall be paid by County promptly after written demand.

**9. Conformance with Applicable Laws.** All work performed by the County or its Authorized Personnel within the Easement Area shall: (a) comply with all applicable laws and all permits, approvals, codes, and requirements of applicable governmental authorities, (b) be performed in a safe and workmanlike manner, and (c) be paid for in a timely manner and lien-free. County, at County's sole cost and expense, shall obtain all government permits and approvals required for the performance work within the Easement Area. County shall promptly repair any damage to any improvements or other property of WDPR located on or about the Easement Area, as applicable, caused by the Authorized Personnel.

**10. Insurance.** County shall maintain its self-insurance or commercial insurance programs sufficient to enable payment of any losses, liabilities, costs, damages, or claims which are their responsibility under this Agreement. In furtherance and not in limitation thereof: (i) without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, County agrees to be self-insured for Commercial General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes; (ii) agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Chapter 440, Florida Statutes; and (iii) upon reasonable request by WDPR, County shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits evidencing the coverage required hereunder. In addition to the foregoing, County shall require all contractors, consultants and other

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 Project: Village I – Horizon West – C.R. 545 (Avalon Road) & Flemings Road

third parties entering and/or performing work on the Easement Area on its behalf to maintain insurance as required by the County’s internal policies and at the levels outlined below and naming WDPR and its affiliated companies as additional insureds:

Class of Insurance	Required Amount
Commercial General Liability (Owner to be named as additional insured)	\$1,000,000 per occurrence and \$2,000,000 aggregate
Commercial Automotive Liability	\$ 500,000 - “Any Auto Basis”
Worker’s Compensation/Employer’s Liability	\$ 500,000
Bodily Injury by Accident (each accident)	\$ 500,000
Bodily Injury by Disease (Policy limit)	\$ 500,000
Bodily Injury by Disease (each employee)	\$ 500,000
Professional Liability	\$1,000,000

Upon reasonable request County shall provide a Certificates of Insurance evidencing such third parties’ required insurance hereunder. WDPR shall have the right to bar access to the Easement Area to any third party that fails to provide in advance the required Insurance Certificate.

**11. Assignment.** WDPR may at any time, in its sole and absolute discretion, assign, transfer or convey its rights and obligations hereunder in whole or in part. Unless the liability of WDPR occurred prior to assignment, transfer or conveyance, any such assignment, transfer or conveyance (which shall include, without limitation, any conveyance of fee simple title to the property containing the Easement Area), the liability of WDPR under this Agreement shall automatically terminate, and WDPR’s assignee, transferee, or grantee (as the case may be) shall be deemed to have assumed and be bound by the obligations of WDPR hereunder. This Agreement involves the granting of a personal right by WDPR to County and, therefore, neither this Agreement nor any interest herein or rights hereunder may be assigned, transferred or conveyed in whole or in part by County without the prior written consent of WDPR, which consent may be granted or denied in WDPR’s sole and absolute discretion; provided, however, that the foregoing shall not be construed as a limitation in the rights of County and its Authorized Personnel to perform work as set forth in this Agreement.

**12. No Warranty; Entire Agreement.** WDPR makes no representations, statements, warranties, or agreements to County in connection with this Agreement or the Easement Area, other than as may be set forth herein. This Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto in the same manner as executed herein.

**13. Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth below; (ii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iii) three (3) business

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days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

<b>As to WDPR:</b>	<b>with a copy to:</b>
Walt Disney Parks and Resorts U.S., Inc. 1375 Buena Vista Drive, 4th Floor Lake Buena Vista, Florida 32830 Attn: Legal Department, Real Estate	
<b>As to County:</b>	
Orange County Real Estate Management Division Attention: Manager P.O. Box 1393 Orlando, FL 32802-1393	Orange County Attorney's Office Attention: Legal Department P.O. Box 1393 Orlando, FL 32802-1393

Either party may designate a different address for notice and other communications following prior notice to the other. Attorneys are hereby authorized to provide any notice or other communication on behalf of their client.

**14. Counterparts.** This Agreement and any amendments may be executed in up to two (2) counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement.

**15. Governing Law.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

**16. Waiver of Jury Trial; Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then exclusively before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then exclusively before any other court sitting in Orange County, Florida, having subject matter jurisdiction. THE PARTIES CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY SUCH COURT AND AGREE TO ACCEPT SERVICE OF PROCESS OUTSIDE THE STATE OF FLORIDA IN ANY MATTER TO BE SUBMITTED TO ANY SUCH COURT PURSUANT HERETO AND EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY MATTERS ARISING UNDER THIS AGREEMENT.

**17. Binding Obligations.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives, successors and assigns. Nothing in this Agreement is intended or shall be deemed to confer any rights or benefits upon any entity or person other than the parties hereto or to make any entity or person a third-party beneficiary of this Agreement.

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**18. Construction of Agreement.** This Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Paragraph headings are for convenience only and shall not be deemed a part of this Agreement or considered in construing this Agreement. The above recitals are true and correct and form a material part of this Agreement.

**19. No Implied Waiver.** No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at law, in equity, by statute, or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies must be in writing. The rights and remedies of WDPR provided for under this Agreement are in addition to any other rights and remedies provided by law or in equity.

**20. Attorneys' Fees and Costs.** The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

**21. No Public Rights Created.** Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area.

**22. Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and a valid, legal, and enforceable provision shall be agreed upon by the Parties and become a part of this Agreement in lieu of the invalid, illegal, or unenforceable provision; in the event that a valid, legal, and unenforceable provision cannot be crafted, then this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. To that end, this Agreement is declared severable.

**23. Termination.** This Agreement, and the rights granted herein, shall terminate and be of no further force or effect as to the Easement Area at such time as the lands within which the Easement Area are located are filled and field verified by County staff such that slopes are no longer required for the construction, repair, and/or maintenance of the adjoining paving improvements for the adjacent roadway. By acceptance of the Easement, the County agrees that upon expiration or termination of the Easement, that it will execute, upon the request of WDPR, a Notice of Termination of Non-Exclusive Slope and Fill Easement Agreement in recordable form and deliver the same to WDPR, or its assigns, for recording in the Public Records of Orange County, Florida, at the sole cost of WDPR.

**24. Delegation of Authority.** The Manager of the Real Estate Management Division shall be hereby authorized, on behalf of Orange County, to execute the Notice of Termination of Non-Exclusive Slope and Fill Easement Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Signature of TWO witnesses and their mailing addresses are required by Florida law, F.S. 695.26

“WDPR”

Walt Disney Parks and Resorts U.S., Inc.,  
a Florida corporation

By: Scott Justice  
Signature

Scott Justice  
Print Name

Chief Counsel  
Title

WITNESS #1

Jennifer Lopez

Signature

Jennifer Lopez  
Print Name

Mailing Address: 1375 Buena Vista

City: Lake Buena Vista State: FL

Zip Code: 32831

WITNESS #2

Jennifer Rini  
Signature

Jennifer Rini  
Print Name

Mailing Address: 1375 Buena Vista

City: Lake Buena Vista State: FL

Zip Code: 32831

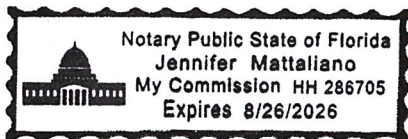
STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 3rd day of November, 2025, by Scott Justice, as Chief Counsel, of Walt Disney Parks and Resorts U.S., Inc., a Florida corporation on behalf of the corporation. The individual  is personally known to me or  has produced WA as identification.

(Notary Stamp)

Jennifer Mattaliano  
Notary Signature  
Jennifer Mattaliano  
Print Notary Name

Notary Public of: State of Florida  
My Commission Expires: 8/26/2026



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“COUNTY”

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Jerry L. Demings*  
for Jerry L. Demings  
Orange County Mayor

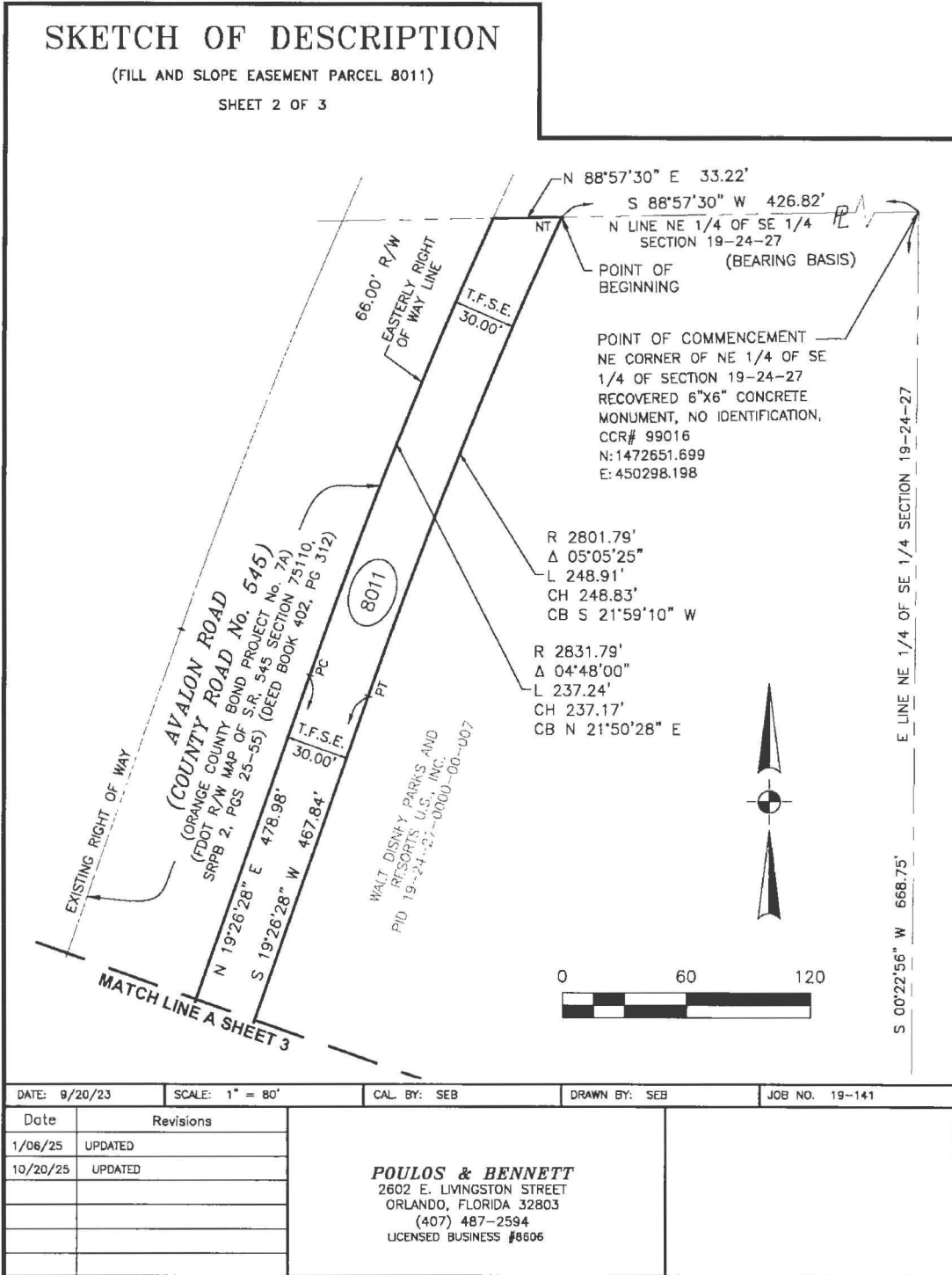
Date: *2 December 2025*

**ATTEST:**  
Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

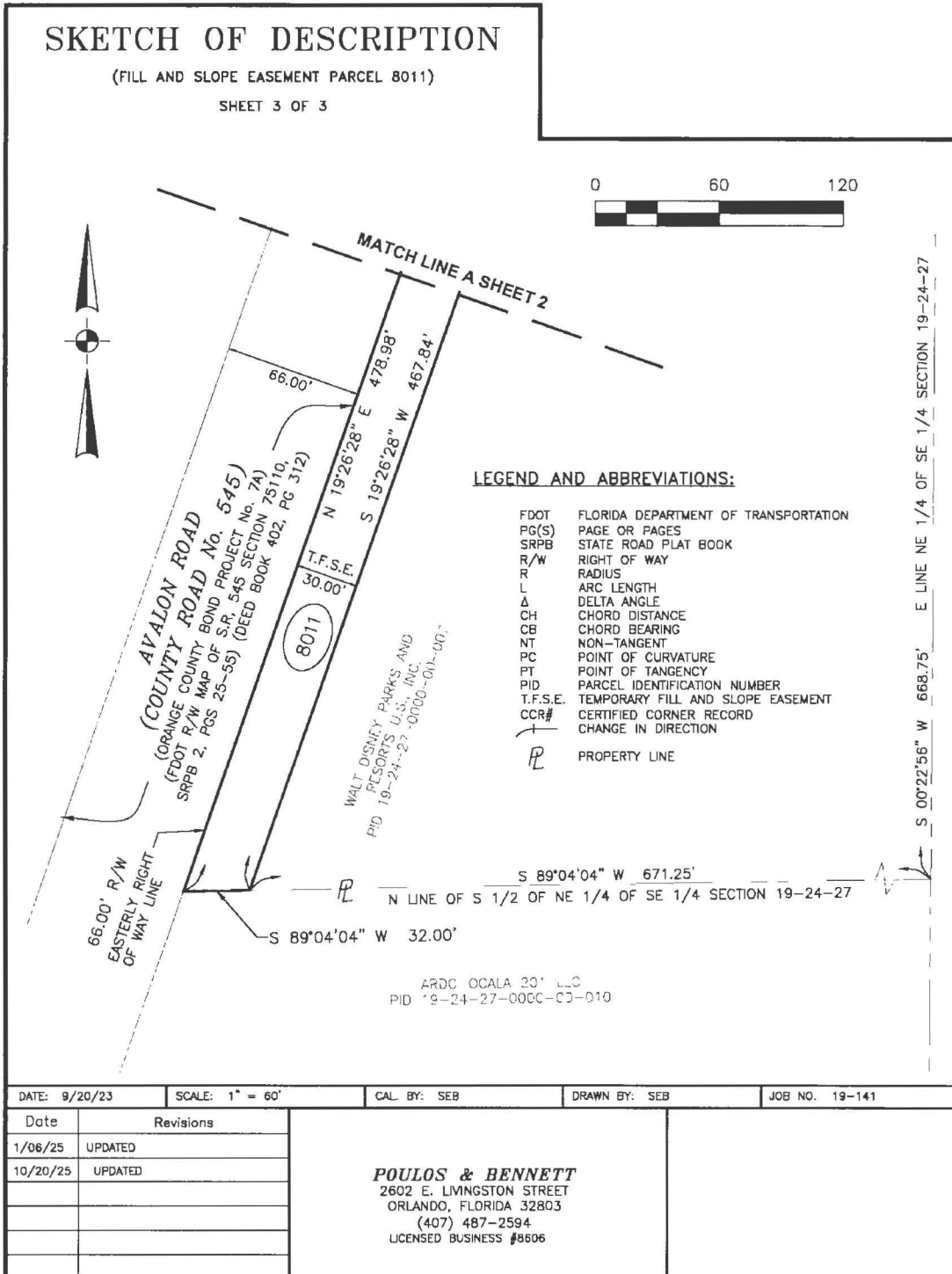
By: *Jennifer Lara-Klimetz*  
Deputy Clerk  
Jennifer Lara-Klimetz  
Printed Name



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# REAL ESTATE MANAGEMENT REQUEST FOR FUNDS (RFF)

Project Name: Flemings Road - Village I (RAC), Segments 5 & 6

Date: November 3, 2025

Parcel #s: 8011

District #: 1

Approval: BCC

Type of Transaction: N/A

Donation

Total Amount: \$ 104.20

## PAYABLE TO:

Charge to Account: HMH-1454-072-5037-6110

Orange County Comptroller

P.O. Box 38

Orlando, Florida 32802

Recording Fee: \$103.50

Documentary Stamp Tax: \$0.70

Public Works Department

Recording Fees: \$104.20

### Controlling Agency's Approval Signature:

Damian E. Czupka Chief Engineer  
Print Name and Title

Damian E. Czupka 11/05/25  
Signature (must be wet ink) Date

### Controlling Agency's Fiscal Approval Signature:

Bret Blackader Intern Manager  
Print Name and Title

Bret Blackader 11/5/2025  
Signature (must be wet ink) Date

### SPECIAL INSTRUCTIONS

Hold check for REM to pick-up. DO NOT MAIL.

Please email Geoffrey.Lee@ocfl.net and Faye.Lee@ocfl.net when the check is ready for pick-up.

### Form Prepared by:

Sara Solomon, Senior Title Examiner

407-836- 8105

sara.solomon@ocfl.net

### REAL ESTATE MANAGEMENT APPROVAL

[Signature] 11/6/2025  
Luciana Mino, Assistant Manager Date

### BCC APPROVAL

[Signature] DEC 0 2 2025  
Deputy Clerk of the Board Signature Date

### ORDINANCE Stamp

### BCC Stamp

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
**DEC 0 2 2025**

### Real Estate Management Division Use Only Routing Checklist Approval Dates

Agency \_\_\_\_\_ REM Mgmt. \_\_\_\_\_ BCC  \_\_\_\_\_ Finance \_\_\_\_\_