
INTERLOCAL AND FUNDING AGREEMENT

Between

ORANGE COUNTY, FLORIDA

and

CITY OF ORLANDO, FLORIDA

For

KIA CENTER

THIS INTERLOCAL AND FUNDING AGREEMENT (this "Agreement"), is made and entered into as of the date of last execution below, by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, ("County"), and the **CITY OF ORLANDO, FLORIDA**, a municipal corporation created and existing under the laws of the State of Florida (the "City", and together with the County, the "Parties").

WITNESSETH:

WHEREAS, the City owns and operates the existing Kia Center (the "Arena") which hosts a "new professional sports franchise" (as such term is defined by Section 288.1162, Florida Statutes, as may be amended), as well as college basketball games, professional hockey games, live concerts, and other live-action sporting and entertainment events; and

WHEREAS, users of the Arena, including sports teams and organizations and concert and entertainment promoters have reported specific needs at the Arena and recommended certain major capital renovations and repairs thereto (the "Capital Improvements"); and

WHEREAS, the County and the City have determined that it is in the best interests of the community to make the Capital Improvements to the Arena; and

WHEREAS, it is the purpose and the intent of the parties hereto to enter into this Agreement pursuant to Section 163.01, Florida Statutes (the Florida Interlocal Cooperation Act of 1969) to permit the County and the City to make efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby to provide the resources provided herein for the Capital Improvements to the Arena; and

WHEREAS, the County currently collects the sixth cent tourist development tax authorized by Section 125.0104(3)(n), Florida Statutes (the "Sixth Cent TDT") which is authorized

to be used to pay the debt service on bonds issued to finance the construction, reconstruction, or renovation of a publicly owned and operated facility for a professional sports franchise (as defined in Section 288.1162, Florida Statutes, as may be amended) within the boundaries of the county in which such tax is levied, and to promote and advertise tourism in the State of Florida and nationally and internationally; and

WHEREAS, the Parties have previously entered into the Second Amended and Restated Orlando/Orange County Interlocal Agreement dated November 1, 2016 (the "Original Interlocal Agreement"), which remains in effect and provides, among other things, for the payment by the County of a portion of proceeds of the Sixth Cent TDT to secure bonds issued by the City to finance up to \$270 million of Costs (as defined in the Original Interlocal Agreement) of the Arena; and

WHEREAS, as contemplated by the Original Interlocal Agreement, the City has previously issued and there are currently outstanding \$152,460,000 City of Orlando, Florida Senior Tourist Development Tax Refunding Revenue Bonds (6th Cent Contract Payments), Series 2017A (the "2017A Bonds") and \$21,375,000 City of Orlando, Florida Second Lien Subordinate Tourist Development Tax Refunding Revenue Bonds (6th Cent Contract Payments), Series 2017B (the "2017B Bonds" and together with the 2017A Bonds, the "2017 Bonds") both secured by the County's contribution of Sixth Cent TDT revenues pursuant to the Original Interlocal Agreement; and

WHEREAS, the 2017 Bonds maturing on or after November 1, 2028, are subject to optional redemption at par, plus accrued interest on or after November 1, 2027; and

WHEREAS, it is the desire and intent of the County and the City that debt incurred to finance the Capital Improvements to the Arena be secured and structured in a manner that effectively and efficiently leverages the available public funds at the lowest feasible cost of financing within the parameters of this Agreement and that such debt be reduced and retired as soon as economically feasible in order to minimize the cost of financing these Capital Improvements to the greatest extent possible; and

WHEREAS, the County has agreed to contribute the County Sixth Cent Contribution to address the specific needs at the Arena resulting in the scope of work and detailed project budget and schedule attached hereto, and incorporated herein by reference, as **Exhibit A** (the "Arena Scope"); and

WHEREAS, on July 18, 2023, the City presented to the Tourist Development Council (the "TDC") its request for the use of Sixth Cent TDT revenues for improvements to the Arena (the "2024 Arena Improvements") and the TDC recommended funding to provide up to Two Hundred Twenty-Six Million Dollars (\$226,000,000) for construction of the 2024 Arena Improvements, with funding to be allocated from one half of the Sixth Cent TDT; and

WHEREAS, on January 23, 2024, the Board of County Commissioners of Orange County authorized the use of one half of the Sixth Cent TDT for up to \$226 million in funding for project costs associated with the 2024 Arena Improvements; and

WHEREAS, in order to provide additional financing payable from the County's contribution of one half of the Sixth Cent TDT to fund the 2024 Arena Improvements, the 2017 Bonds must be refinanced or defeased; and

WHEREAS, the City is planning on issuing short-term interim debt and then issuing bonds in 2027 at the earliest call date to refinance or defease the 2017 Bonds and the short-term interim debt.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and City 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. Definitions. Unless otherwise defined herein, the following words and phrases shall have the following meanings:

"Agreement" means this Interlocal and Funding Agreement between the City and the County.

"Arena" means the City owned and operated facility located at 400 W Church St, Orlando, FL 32801 and currently referred to as the Kia Center but is defined as the Events Center in the Original Interlocal Agreement.

"Arena Audit Period" means a period of five (5) years after completion of the Capital Improvements.

"Arena Information Systems" shall mean, collectively, the public address system, scoreboards, video boards, broadcast facilities, ribbon boards, matrix boards and message boards, game clocks and similar systems (and all related control and equipment rooms), whether located within or outside the Arena, but shall not be construed to include general computer systems.

"Arena Plans and Specifications" means the final plans and specifications of the Capital Improvements which shall be substantially consistent with the Arena Scope and prepared by the architect or engineer, other design professionals or City consultants and approved by authorized representatives of the City.

"Arena Scope" means the scope of work and detailed project budget and schedule attached hereto, and incorporated herein by reference, as **Exhibit A**.

"Arena Use Agreement" means the Events Center Use Agreement dated February 11, 2008, by and between the City and the Magic Parties.

"Board" means the Orange County Board of County Commissioners.

"Bond Anticipation Notes" means one or more short-term debt instruments issued prior to and to be repaid with proceeds of the Contract Sixth Cent Bonds.

"Capital Improvements" means the major capital renovations and repairs, which shall be substantially consistent with the Arena Scope, as outlined in **Exhibit A** attached hereto.

"Capital Repairs" shall mean all substantial capital repairs, capital replacements, capital restoration or other capital work reasonably required to be performed on the Arena (including, but not limited to, all equipment, fixtures, furnishing, facilities, surfaces, structures or components therein and thereof), that have an expected useful life of five (5) years or more and are necessary to (i) repair, restore or replace components of the Arena no longer suitable for their intended purpose due to any damage, destruction, ordinary wear and tear or defects in construction or design; (ii) prevent permanent damage to the roof, foundation or structural integrity of the Arena; or (iii) comply with applicable laws or the Quality Operating Standard. Capital Repairs shall include work included in the definition of Maintenance.

"City" means the City of Orlando, Florida, a municipal corporation created and existing under the laws of the State of Florida.

"Code" means the Internal Revenue Code of 1986, as amended and any applicable regulations promulgated thereunder.

"Components" shall mean those items and systems of real or tangible property incorporated into the Arena and/or integral to the operation of the Arena, limited to (i) heating, ventilating and air-conditioning; (ii) plumbing; (iii) electrical; (iv) mechanical; (v) telecommunications; (vi) roof systems; (vii) structural systems; (viii) vertical lift systems (*e.g.*, escalators and elevators); (ix) seats; and (x) food and beverage preparation, dispensing and serving equipment.

"Contract Sixth Cent Bonds" means bonds and any refunding bonds thereof, consisting of Credit Enhanced Obligations, issued by the City in accordance with this Agreement to refinance or defease the 2017 Bonds and any Bond Anticipation Notes and finance or refinance costs of the Capital Improvements, the payment of which is secured by a pledge of the Contract Sixth Cent Revenues.

"Contract Sixth Cent Reserve" means the bond-funded debt service reserve funds or accounts relating to Contract Sixth Cent Bonds as contemplated in the finance plan set forth in Section 6 hereof, in an amount in an amount equal to the least of (i) the maximum annual debt service, (ii) 125% of the average aggregate annual principal requirement and interest requirement, or (iii) 10% of the aggregate stated original principal amount of the Contract Sixth Cent Bonds and invested at an unrestricted yield pursuant to the Code, one-half of which may be used as a liquidity reserve relating to Contract Sixth Cent Bonds. Funds remaining in the Contract Sixth Cent Reserve shall be applied toward the final debt service payment on Contract Sixth Cent Bonds.

"Contract Sixth Cent Revenues" means an amount equal to fifty percent (50%) of the Sixth Cent TDT collected by the County in each Fiscal Year. Collections of the Sixth Cent TDT are based on an accrual revenue basis, as determined by the County Comptroller and paid monthly throughout the term of this Agreement. After deposit with the Trustee, "Contract Sixth Cent Revenues" also include investment earnings thereon net of any arbitrage rebate payable with respect thereto pursuant to the Code.

"County" means Orange County, Florida, a charter county and political subdivision of the State of Florida.

"County Administrator" means the County Administrator of the County, or his or her designee(s).

"County Comptroller" means the person holding the office of County Comptroller of Orange County, Florida, or his or her designee(s).

"County Sixth Cent Contribution" means the County's contribution of Contract Sixth Cent Revenues to (a) continue to finance the refunding and defeasance of the 2017 Bonds, (b) contribute up to Two Hundred Twenty-Six Million Dollars (\$226,000,000) in project costs to finance the Capital Improvements, (c) contribute the amount necessary to fully fund the Contract Sixth Cent Reserve, and (d) contribute an amount not to exceed 3.5% of the bond proceeds needed to fund the sum of (a), (b), and (c) above in order to fund costs of issuance, including underwriters' discount, a premium for bond insurance or a reserve account surety, accrued interest on the Bond Anticipation Notes, and other normal and customary costs of issuance related to the Contract Sixth Cent Bonds.

"Credit Enhanced Obligations" means long-term obligations issued by the City (whether or not backed by a credit facility such as a letter of credit (whether or not so named), surety bond, insurance policy, standby bond purchase agreement, credit enhancement instrument, collateral purchase agreement or similar agreement, instrument, or facility) such that the offering structure results in the obligations being rated "AA" or higher by S&P, Kroll, or Fitch or "Aa" or higher by Moody's, without regard to gradation, either on a stand-alone basis or based on bond insurance from a nationally recognized insurer or a letter of credit or similar instrument from a nationally recognized financial institution or a backup revenue pledge.

"Event" shall mean any event conducted at the Arena, including events of local, regional or national importance, concerts, family shows, professional and amateur sports events, such as NCAA competitions, NBA Home Games, home games of the Orlando Predators, games of any other sports team and other civic, political, community and not-for-profit events, provided, that any activity that occurs in the Magic Exclusive Areas shall not be considered an "Event".

"Finance Plan" means the finance plan attached hereto as **Exhibit B** and incorporated herein by reference.

"Floor" shall mean the court surface within the Arena designed for the playing, presenting or conducting of the NBA Home Games or the applicable surface on which basketball games, indoor football games, hockey games, ice skating and other ice shows or other events are typically played, presented or conducted.

"Magic Exclusive Areas" shall mean those portions of the Arena that are not intended for use by the general public, the City or any User (other than the Magic, the Team or any of their Affiliates), including, the following areas within the Arena: (i) approximately 13,600 square feet for use by the Magic Parties as office space (including offices for coaches, trainers, equipment managers, basketball operations, administration and related personnel of the NBA team); (ii) team storage areas; (iii) NBA team locker rooms and practice court, training and medical facilities

(including all weight training and exercise rooms, x-ray rooms, equipment rooms, video rooms, auditorium, cafeteria, players' lounge, family areas and related facilities); and (iv) the Team Store(s).

"Magic Parties" means Orlando Magic Ltd. and/or any affiliates formed for the purpose of facilitating the leasing and/or operation of the Arena.

"Maintain" and "Maintenance" shall mean all work (including all labor, supplies, materials and equipment) reasonably necessary or advisable for the cleaning, care, maintenance (preventative and otherwise), repair or replacement of, the property, structures, surfaces, facilities, fixtures, equipment, furnishings, improvements and Components that form any part of the Arena to maintain the Arena to the Quality Operating Standard. Without limiting the preceding sentence, "Maintenance" shall include the following: (i) maintenance that is stipulated in the operating manuals for the Components; (ii) periodic testing of building systems, such as mechanical, card-key security, fire alarm, lighting, and sound systems; (iii) ongoing trash removal; (iv) maintenance, repair and component replacement procedures for heating, ventilating, air-conditioning, plumbing, electrical, mechanical, telecommunications, roof and structural systems and vertical lift systems (e.g., escalators and elevators), including Components that are substantial and have an expected useful life of 5 years or more (which shall be considered Capital Repairs); (v) spot or touchup painting; (vi) cleaning of the entire Arena prior to, during and following, all Events and all other set-up and breakdown for Events; (vii) changing of light bulbs, ballasts, fuses, circuit breakers and filters; (viii) periodic repair and replacement of individual seats or components of Signage or Arena Information Systems; and (ix) maintenance of the Floor consistent with the Quality Operating Standard.

"Original Interlocal Agreement" means the Second Amended and Restated Orlando/Orange County Interlocal Agreement dated November 1, 2016, among the City, the County and the City of Orlando, Florida Community Redevelopment Agency.

"Permitted Costs" means only the costs associated with the refunding and defeasance of the 2017 Bonds and to pay debt service on Contract Sixth Cent Bonds issued to finance, refinance, or pay costs of construction, reconstruction, or renovation associated with the Capital Improvements as set forth in the Arena Scope (**Exhibit A**) and in accordance with Section 125.0104(3)(n), Florida Statutes.

"Quality Operating Standard" means the standard of quality or performance and practices with respect to the ongoing maintenance, operation and management provided by the following events centers and arenas, taken as a whole: (i) Charlotte Bobcats Events Center, Charlotte, North Carolina; (ii) Conseco Fieldhouse, Indianapolis, Indiana; (iii) FedEx Forum, Memphis, Tennessee; and (iv) AT&T Center, San Antonio, Texas (collectively, the "Comparable Facilities"). In the event that any of the Comparable Facilities shall be closed, shall permanently cease to host NBA games or, upon mutual agreement by the Parties or as determined by an Arbitrator, shall, as generally reputed within the events center/arena industry, cease to be maintained and operated in accordance with the standards of service and quality generally accepted within the events center/arena industry for first class events centers and arenas, then (a) such events center(s) or arena(s) shall be deleted from the list of Comparable Facilities and (b) the City and the Magic Parties shall agree upon substitute arena(s) to replace the deleted arena(s), with

approximate adjustments to reflect newer buildings and technology than that possessed by the Arena. In applying the Quality Operating Standard to maintenance, operation, management and customer service issues, due consideration shall be given to Orlando's unique competitive market conditions, climate, topography and the age of the Arena.

"Signage" shall mean all signage (whether permanent or temporary) in or on the Arena, including, without limitation, scoreboards, jumbotron or other replay screens, banners, displays, "ribbon boards," time clocks, message centers, advertisements, signs and marquee signs.

"Sixth Cent TDT" means the tourist development tax collected by the County pursuant to Section 125.0104(3)(n), Florida Statutes or any successor statute, not including any investment earnings, if any, earned by the County thereon prior to distribution thereof.

"TDC" means the Orange County, Florida Tourist Development Council.

"Team Store" means one or more retail stores or other fixed locations within the Arena open to the general public on a year-round basis. Such store(s) shall primarily sell merchandise associated with the Arena and basketball retail goods.

"Trustee" means an independent third-party corporation or banking association organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise corporate trust powers, which has a combined capital and surplus of at least \$50,000,000, or is an affiliate of, or has a contractual relationship with, a corporation or banking association meeting such capital and surplus requirement which guarantees the obligations and liabilities of the proposed trustee, and which is subject to supervision or examination by federal or state banking authority and which has entered into a trust agreement incorporating the relevant provisions of this Agreement. After issuance of Contract Sixth Cent Bonds, references to the Trustee shall be deemed to be applicable to the trustee for the Contract Sixth Cent Bonds.

"2017 Bonds" means, collectively, the 2017A Bonds and the 2017B Bonds.

"2017A Bonds" means the currently outstanding \$152,460,000 City of Orlando, Florida Senior Tourist Development Tax Refunding Revenue Bonds (6th Cent Contract Payments), Series 2017A.

"2017B Bonds" means the currently outstanding \$21,375,000 City of Orlando, Florida Second Lien Subordinate Tourist Development Tax Refunding Revenue Bonds (6th Cent Contract Payments), Series 2017B.

3. County Sixth Cent Contribution. Subject to all terms and conditions set forth in this Agreement, the County agrees to contribute the County Sixth Cent Contribution as set forth in this Agreement.

Commencing with the hotel collection month following the month in which the 2017 Bonds are fully defeased or redeemed, the County Comptroller shall deposit with the Trustee the Contract Sixth Cent Revenues until all Contract Sixth Cent Bonds are defeased or paid in full. The County may, but is under no obligation to, upon prior, written notice to the City, provide additional funds to the Trustee to be used to prepay, redeem, or defease Contract Sixth Cent Bonds at any time the

financing documents relating to such Contract Sixth Cent Bonds allow such prepayment, redemption, or defeasance, and the City will instruct the Trustee to apply such funds to the prepayment, redemption or defeasance of Contract Sixth Cent Bonds, so long as such actions would not affect the tax exempt status of such Contract Sixth Cent Bonds.

Contract Sixth Cent Revenues shall be used to provide for the funding or payment of (a) debt service payments on the Contract Sixth Cent Bonds, redemption premiums, if any, and costs and fees of third parties for services and other costs in connection with the Contract Sixth Cent Bonds, (b) replenishment of liquidity and debt service reserves related to the Contract Sixth Cent Bonds, (c) reimbursement of payments made with respect to Contract Sixth Cent Bonds from other sources due to an insufficiency of available Contract Sixth Cent Revenues, and (d) payment of any Bond Anticipation Notes issued as contemplated herein. Notwithstanding the foregoing, or anything in this Agreement to the contrary, Contract Sixth Cent Revenues shall be expended only for purposes permitted in accordance with Section 125.0104(3)(n), Florida Statutes.

The City shall use the proceeds from the Contract Sixth Cent Bonds only for Permitted Costs. The County Sixth Cent Contribution shall **not** be used for and the County shall **not** be responsible for: (i) any costs other than Permitted Costs; (ii) costs in excess of the \$226,000,000 of net project proceeds authorized herein; (iii) operating, administrative, or maintenance costs of any type whatsoever; (iv) salary, overtime, or other similar compensation or benefits of employees of the County, the City, or any other governmental agency in connection with the construction or operation of the Arena, or (v) compensation of outside consultants performing indirect services for the County or the City, as determined by generally accepted accounting principles. Notwithstanding the foregoing, a portion of the County Sixth Cent Contribution may be used to compensate the City's owner's representative and the financing thereof procured in accordance with the City's existing procurement rules.

4. Limitations on County's Obligation. The County's Sixth Cent Contribution shall not constitute a lien on the Sixth Cent TDT, or any other County revenues, and such obligations will not be on parity with any existing or future debt of the County. The obligations of the County under this Agreement are limited solely to the portion of the Sixth Cent TDT specifically set forth herein and no general fund revenues, TDT reserve funds, or other funds whatsoever of the County are obligated, although nothing herein shall preclude the County from appropriating such other revenues. Nothing provided herein shall obligate or require the County to levy any ad valorem taxes, fees or assessments whatsoever. The County's obligation under this Agreement is limited to providing the County Sixth Cent Contribution to the City, and the County shall not be liable for any construction cost overruns, operating subsidies, and any ongoing costs of maintaining, repairing, and operating the Arena. Nothing herein is intended to limit the County's ability to issue debt secured by other tourist development tax revenues.

The remainder of this Agreement notwithstanding, if at any time while Contract Sixth Cent Bonds are outstanding, the Arena is not occupied by a "new professional sports franchise" as such term is defined in Section 288.1162, Florida Statutes (2024), and as such term is incorporated by reference into Section 125.0104(3)(n), Florida Statutes (2024) (a "Contract Sixth Cent Event"), the County's obligation to provide the County Sixth Cent Contribution shall cease. During any Contract Sixth Cent Event, the City shall become responsible for debt service payments on any outstanding Contract Sixth Cent Bonds until such time as either a court of competent jurisdiction

issues a final judgment (after final appeal) that Contract Sixth Cent Revenues are legally eligible to fund the County Sixth Cent Contribution, until such time as any Contract Sixth Cent Bonds are redeemed or defeased, until the Arena is occupied by a new professional sports franchise (as defined above) or until such time as Section 125.0104(3)(n), Florida Statutes (2024), is modified to allow, to the County's satisfaction, the use of Contract Sixth Cent Revenues to pay debt service payments on the Contract Sixth Cent Bonds despite there being no new professional sports franchise occupying the Arena (collectively, a "Contract Sixth Cent Cure"). Upon a Contract Sixth Cent Cure, the County Sixth Cent Contribution will resume pursuant to the terms of this Agreement.

5. County Covenant. The County covenants and agrees to continue to levy, in accordance with State law on the date of this Agreement, and collect the Sixth Cent TDT and not to amend or repeal the ordinances of the County levying the same. The County shall not take any action or omit to take any action that would impair its right to receive the Sixth Cent TDT. The County shall provide monthly statements to the City of the Sixth Cent TDT receipts.

6. Finance Plan. The Parties have worked collaboratively to develop the Finance Plan for refunding and refinancing the 2017 Bonds and funding the cost of the Capital Improvements that will most effectively accomplish the objectives identified herein, based on factors including the lowest cost option to taxpayers, the impact on the County's and the City's debt capacity and credit, and the risk to both parties. The terms of the Finance Plan are set forth as **Exhibit B** attached hereto and are hereby incorporated by reference. All debt issued on behalf of the City must be approved by the Orlando City Council. Any deviation from the Finance Plan as set forth in **Exhibit B** shall be approved by the County Administrator who, in his or her sole discretion, may determine that such change requires prior approval by the Board.

In connection with the issuance of the Contract Sixth Cent Bonds, the City shall execute and deliver such continuing disclosure agreements as may be required to assist underwriters of the Contract Sixth Cent Bonds in complying with Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"). The County agrees to provide the City such information as may be required to timely and completely meet the City's reporting obligations with respect to Contract Sixth Cent Revenues in accordance with continuing disclosure agreements executed and delivered by the City as set forth herein.

Prior to the issuance of the Contract Sixth Cent Bonds, the City shall, in good faith, begin to negotiate a new use agreement or an extension of the current Arena Use Agreement, such that any new agreement or extension of the Arena Use Agreement is executed prior to its scheduled expiration date which is currently June 30, 2035. As part of the City's good faith effort, its duly authorized representatives shall meet and negotiate in good faith with the Magic Parties with the intent to, among other things, (i) extend the term of the Arena Use Agreement so that it is at least as long as the term of any debt obligation backed by Contract Sixth Revenues pursuant to this Agreement, and (ii) include in the Arena Use Agreement, or extension thereof, sufficient non-relocation penalties to cover the full repayment of any remaining debt obligations secured by the Contract Sixth Cent Revenues in the event of early termination. The City is not currently aware of any deterrents to the Magic Parties having future negotiations regarding such new use agreement or extension.

7. City Representations and Obligations.

a. The City represents to the County that it shall:

(i) diligently proceed with the Capital Improvements in accordance with the Arena Scope in a financially responsible and commercially reasonable manner;

(ii) use and maintain the Arena as a sports and entertainment facility, in compliance with Section 125.0104, Florida Statutes;

(iii) comply with all federal, state, and local laws, ordinances, rules, and regulations relating to the design, construction, funding, operation and maintenance of the Arena, and

(iv) only expend Contract Sixth Cent Revenues in accordance with Section 125.0104(3)(n), Florida Statutes and this Agreement.

b. The City covenants, represents, and warrants to the County that:

(i) the City has and will have the financial capability and resources to support and fund the costs of operating, maintaining and repairing the Arena on an ongoing basis as well as funding the future replacement costs of critical Arena infrastructure;

(ii) will annually budget and appropriate such operation, maintenance and repair costs, and that the County will not be requested to provide and will have no responsibility for any costs of operating, maintaining, and repairing the Arena, or any future replacement costs, or any costs other than the funding of the Capital Improvements set forth in the Arena Scope;

(iii) the City will continually Maintain the Arena to the Quality Operating Standard. Accordingly, every three years during the term of this Agreement, the City, at its sole cost, shall perform an audit on the Quality Operating Standard to evaluate whether the City's Maintenance of the Arena meets the Quality Operating Standard at the time of the evaluation. For purposes of this section the terms Maintain and Maintenance shall include all Components and Capital Repairs. The audit shall identify any deficiencies in meeting the Quality Operating Standard and provide a plan for curing such deficiencies as well as the total estimated funding required for such cure. The City shall provide the results of each audit in the form of a report provided to the County;

(iv) the City will take no action and will defend against any action by third parties, that would cause the interest on Contract Sixth Cent Bonds to become subject to federal income taxation and agrees to consult with the County in the event that interest on any of the Contract Sixth Cent Bonds becomes subject to federal income taxation;

(v) the Contract Sixth Cent Bonds will be issued at interest rates as defined herein for each series of Contract Sixth Cent Bonds as Credit Enhanced Obligations;

(vi) the City will provide to both the County Administrator and County Comptroller, or their designees, final drafts of the Bond Resolution, Preliminary Official

Statement, and Official Statement pertaining to the issuance of any Contract Sixth Cent Bonds when such documents become available.; and

(vii) that the County shall be accorded the same admission, event parking, seating benefits, and suite level amenities at the Arena and the Performing Arts Center, as such term is defined in the Original Interlocal Agreement, as are accorded the City, if any.

8. Scope of Renovation. The City shall make every effort to improve the Arena in substantial compliance with the elements set forth in the Arena Scope. Any material changes, additions and/or deletions made to said Arena Scope and, once finalized, any plans and specifications, shall be approved in writing by the authorized representative of the City and provided to the County Administrator for his or her approval who, in his or her sole discretion, may determine whether such changes require prior approval by the Board. In the event a design is not required for work to be completed, a scope of work shall be developed for approval by authorized representatives of the City prior to proceeding with the work and shall provide a copy of same to the County Administrator or designee.

9. Audit. From the date hereof through the Arena Audit Period, the County and the County Comptroller shall have the right to audit for compliance with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement, and the use of the County Sixth Cent Contribution and Contract Sixth Cent Bond proceeds. The City agrees to provide documents, materials, data, information and records to the County and the Comptroller or designee in the performance of these audits as requested by the Comptroller or County during the course of such Capital Improvements and during the Arena Audit Period. In those situations where records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), the Comptroller's representatives shall be provided with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats. Such activity shall be conducted during normal business hours.

The City shall require all contractors and subcontractors with whom the City contracts directly for the Capital Improvements to comply with the provisions of this Section. Such requirements include a flow-down right of audit provisions in contracts with contractor(s) and subcontractors. Any direct purchase of materials by the City will be supported by auditable invoices. The City will cooperate fully and will cause all parties under contract with the City to cooperate fully in furnishing or in making available to the County or the County Comptroller from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

The County's or the County Comptroller's authorized representatives or designees shall have reasonable access to the Arena, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement and shall have adequate and appropriate work space, in order to conduct audits in compliance with this Section. Records, data, materials and documents shall be made accessible in a timely manner at the contractor's local place of business or will otherwise be provided locally upon reasonable notice. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.

Even after a change order proposal has been approved, the City agrees that if the County or the County Comptroller later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the contract regarding pricing of change orders, then appropriate legal action will be recommended to the City. The audit conducted pursuant to this Section will apply to all levels of contractors and/or subcontractors and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

All contracts entered into by the City for the Capital Improvements will provide that should an audit or inspection by the County, or the County Comptroller, in accordance with this Section disclose overpricing or overcharges (of any nature) to the City in excess of one-half of one percent (0.5%) of the total contract billings, the reasonable actual cost of the County's or the County Comptroller's audit shall be reimbursed to the County by the contractor. Any adjustments and /or payments that must be made as a result of any such audit or inspection of the contractor's or subcontractor's invoices and /or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the County's or the County Comptroller's findings to the contractor or subcontractor.

10. The Trustee. The City shall select a qualified Trustee meeting the definition of Trustee set forth herein. Upon prior written notification to the County, the obligations of the initial Trustee may be transferred or assigned to one or more successor Trustees each of which meet the requirements of this Agreement. The applicable bond or financing documents shall substantively incorporate the provisions set forth in this Section.

The documents authorizing the Contract Sixth Cent Bonds shall include the following provisions:

In the course of managing and investing the Contract Sixth Cent Revenues, the Trustee shall comply fully with Section 218.415(17), Florida Statutes, as may be amended, and shall invest the Contract Sixth Cent Revenues with the primary objective and priority of preserving the principal amount of Contract Sixth Cent Revenues. The Trustee shall ensure that Contract Sixth Cent Revenues are not commingled with any other revenues or funds of any type or nature other than investment earning thereon. All earnings from investments of Contract Sixth Cent Revenues, net of amounts necessary to pay arbitrage rebate required by applicable federal tax law, shall follow and remain with such Contract Sixth Cent Revenues and shall be used only for the same purposes for which the Contract Sixth Cent Revenues may be used hereunder.

Unless and until they are released to the County, all Contract Sixth Cent Revenues shall be held by the Trustee in trust and used for the purposes set forth herein. The County may, but is under no obligation to, provide additional funds to the Trustee to be used to prepay, redeem or defease Contract Sixth Cent Bonds at any time the financing documents relating to such Contract Sixth Cent Bonds allow such prepayment, redemption, or defeasance, and the Trustee shall apply such funds to the prepayment, redemption, or defeasance of Contract Sixth Cent Bonds, net of amounts necessary to pay arbitrage rebate required by applicable federal tax law, as directed by the County Administrator, so long as such actions would not affect the tax exempt status of such Contract Sixth Cent Bonds.

The Trustee shall provide monthly reports to the County Administrator, County Comptroller, and City Chief Financial Officer providing account balances, outstanding Contract Sixth Cent Bond balances and other information requested by the County Administrator, County Comptroller, or City Chief Financial Officer. The Trustee shall also provide the County Administrator, County Comptroller, and City Chief Financial Officer with secure electronic account monitoring which may be accessed at any time. When Contract Sixth Cent Revenues held by the Trustee are sufficient to provide for the defeasance or redemption in full of the Contract Sixth Cent Bonds, such amounts shall be applied to defease or redeem the Contract Sixth Cent Bonds. Upon defeasance or redemption in full of the Contract Sixth Cent Bonds, the Trustee shall so notify the County Administrator, County Comptroller, and City Chief Financial Officer, and the County's obligation to deposit such Contract Sixth Cent Revenues shall automatically cease and any Contract Sixth Cent Revenues in excess of amounts necessary to defease or redeem in full the Contract Sixth Cent Bonds shall immediately be returned to the County.

11. Notices. Any notices required or allowed hereunder shall be in writing and given by certified mail with return receipt requested, to the addresses below, or in person with proof of delivery to the addresses below, or such other address as either party shall have specified by written notice to the other party delivered in accordance herewith:

County: Orange County Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

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

Comptroller: Orange County Comptroller
Director of Finance & Accounting
201 S. Rosalind Avenue, 4th Floor
Orlando, Florida 32801

12. Indemnification. The City, to the extent permitted by law, agrees to defend, indemnify, and hold harmless the County, its officials and employees from all claims, actions, losses, suits and judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to the City's own negligent acts or omissions or those of its officials and employees acting within their scope of their employment or connected in any way or arising from performance under this Agreement. The foregoing shall not constitute an agreement by any party to assume any liability for the acts, omissions and/or negligence of any other party. This provision shall survive termination of this Agreement. Nothing herein is intended to act as a waiver of the City's sovereign immunity pursuant to Section 768.28, Florida Statutes, and notwithstanding anything in

this Agreement to the contrary, under no circumstances shall City be liable to County under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28, Florida Statutes, which limits are hereby made applicable to all manner of claims against the County related to this Agreement and are not confined to tort liability.

13. Reporting Requirements. The City acknowledges and agrees to comply with its reporting obligations and to timely provide the following to the Comptroller and County Administrator, at their respective notice addresses listed herein:

- (i) quarterly reports on the application of Contract Sixth Cent Revenues and the use of Contract Sixth Cent Bond proceeds;
- (ii) during construction and until completion of the Capital Improvements, the City will provide semi-annual reporting of project progress;
- (iii) copies of all design, construction, remodeling, replacement and improvement documentation and any amendments thereto will be maintained by the City and available for inspection by the County and the County Comptroller in accordance with Section 9 herein;
- (iv) upon completion of construction of the Capital Improvements, the City will certify to the County that the Capital Improvements have been completed substantially in accordance with the Arena Scope and any Arena Plans and Specifications;
- (v) the City, or other party as designated by the City, shall provide a presentation or presentations regarding the Arena as may be requested by the Tourist Development Council or the County;
- (vi) On or before November 15 of each year, provide the County Comptroller a report for the preceding fiscal year itemizing all expenditures made by the City from the proceeds of the Contract Sixth Cent Revenues, setting forth all interest earnings from the investment of proceeds of the Contract Sixth Cent Revenues, and calculating the balance of any unexpended proceeds;
- (vii) On or before November 15 of each year, provide the County Administrator and the County Comptroller a report for each series of Contract Sixth Cent Bonds, whether retired, defeased, or outstanding, itemizing all debt service payments made from the initial date of issuance of the Contract Sixth Cent Bonds to date and setting forth all scheduled payments to be made for the remaining life of the Contract Sixth Cent Bonds, with such specificity as requested by the County Administrator or the County Comptroller;

- (viii) After the issuance of each series of Contract Sixth Cent Bonds, provide the County Administrator and the County Comptroller a complete set of closing documents or transcript relating to such Contract Sixth Cent Bonds; and
- (ix) By December 31 of each year during the term of this Agreement, the City shall provide available annual reports on the economic and exposure impact from events hosted at the Arena. Such report shall include data on average attendance and ticket sales broken down by zip code.

14. Recordkeeping; Accounting. The City will keep and maintain books and records related to the funding and construction, remodeling, and replacement of the Capital Improvements in accordance with generally accepted accounting principles, including, but not limited to, all receipts and disbursements of funds and the use of Contract Sixth Cent Revenues as set forth herein. All such records shall be open to inspection and auditing by the County, the County's designee, or the County Comptroller during normal business hours during the term hereof, and for the Arena Audit Period, or the termination of this Agreement whichever shall occur later. Any cost incurred by the City as a result of a County audit shall be the sole responsibility of and shall be borne by the City. This provision shall survive termination of this Agreement.

15. Effective Date; Amendment or Termination. This Agreement shall become effective upon execution by all parties hereto; provided, however, that the obligation of the County to pay Contract Sixth Cent Revenues as provided herein shall not commence until the 2017 Bonds are fully defeased or redeemed and the County's obligations to contribute Sixth Cent TDT revenues pursuant to the Original Interlocal Agreement is terminated. This Agreement may be amended or modified at any time during the term of this Agreement by the mutual written agreement of all of the parties. Notwithstanding anything herein to the contrary, this Agreement cannot be terminated as long as any debt issues supported by the Contract Sixth Cent TDT Revenues remain outstanding.

16. Default. The occurrence of any of the following constitutes a City Event of Default:

- (i) Failure to complete the Capital Improvements within ten (10) years from the date of this Agreement;
- (ii) Any material representation is made by the City in any communication submitted to the County in an effort to induce the disbursement of the Contract Sixth Cent TDT Revenues which is determined by the County to be intentionally and materially false, misleading, or incorrect; or
- (iii) City's default in the performance of any material term or covenant of this Agreement not otherwise provided for in this section for a period of more than 30 days after its receipt of a notice of default; provided, however, that if the nature of the default is such that it cannot reasonably be cured within such 30-day period then City shall have a reasonable period of time to cure such default provided that such cure is diligently undertaken and pursued by City.

In the event of a City Event of Default, the County, may, at its option, exercise any one or more of the following remedies: (i) declare this Agreement terminated, unless there are debt issues supported by the Contract Sixth Cent TDT Revenues that remain outstanding, or (ii) exercise any and all remedies available at law and in equity against such defaulting party.

17. Default by the County. The County's failure to make funds available as set forth in the Finance Plan shall constitute a County Event of Default. In the event of a County Event of Default, then the City, at its option, may exercise any one or more of the following remedies: (i) declare this Agreement terminated, unless there are debt issues supported by the Contract Sixth Cent TDT Revenues that remain outstanding; or (ii) exercise the remedy of mandamus to require the County's performance under the terms and conditions of this Agreement and/or an action for specific performance. The City hereby acknowledges and agrees that the only remedies available to the City other than termination are those of mandamus and specific performance and the County shall bear no liability for direct, indirect, or consequential damages.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the Capital Improvements; any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. Except as specifically referenced herein, no other agreement whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.

19. No Assignment. The City may not assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.

20. 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.

21. 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.

22. 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.

23. 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.

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

25. No Waiver of Sovereign Immunity. Nothing contained in this Agreement shall constitute, or be in any way construed to be, a waiver of either the City's or the County's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

26. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the County and the City and no right or cause of action shall accrue to or for the benefit of any third party.

27. Original Interlocal Agreement. Any references to the Original Interlocal Agreement are for clarifying purposes only. Nothing herein is intended to modify or supersede the Original Interlocal Agreement and such agreement shall remain in full force and effect until its termination under the terms thereof.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST:

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

By: _____
County Comptroller

CITY OF ORLANDO, FLORIDA

(SEAL)

By: _____
Buddy Dyer, Mayor

Date: _____

ATTEST:

By: _____
Stephanie Herdocia, City Clerk

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

_____, 2024

Assistant City Attorney

EXHIBIT "A" **ARENA SCOPE**

Recently, a nationally recognized firm was engaged to conduct a comprehensive evaluation of the Kia Center. The firm thoroughly assessed the venue's infrastructure and systems, identifying areas needing replacement, improvement or upgrades. Following their analysis, they proposed a 10-year capital plan estimated at \$256M which was aimed at ensuring the arena's long-term functionality, sustainability and competitiveness. This capital plan outlines specific projects and investments required over the next decade and is broken down into five categories;

1. Mechanical, Electrical and Plumbing (MEP)/Security and Fire Protection
2. Technology
3. Vertical Transportation
4. Interior and Exterior Infrastructure,
5. Furniture Fixtures and Equipment (FF&E) (to the extent TDT Eligible)

The evaluation focused solely on capital improvements including repair and replacements, excluding any regular maintenance or operational costs. Due to Orange County's direction the budget was reduced to \$226M. Below are the improvements within each of the five categories:

- Mechanical, Electric and Plumbing (MEP), Security & Fire Protection is comprised of Fire Alarms, Air Handlers and Ice Plant replacement, Chilled Water Pump Replacement, Ice Floor refurbish, Hot water Heater Replacements
- Technology is comprised of Connectivity, Safety & Security, Audio Visual, LED Displays, Distributed Audio and Video Control Replacement
- Vertical Transportation is comprised of Escalators, Passenger and Freight Elevators
- Interior & Exterior Finishes is comprised of Seating replacement, Carpet Replacement, Roof Modified Bitumen, Exterior Façade and Flooring, Media Work Room Replacement, Auxiliary Locker Rooms Update and Renovate
- Furniture Fixtures and Equipment (FF&E) is comprised of Sustainability, Hockey System Replacement, Food Service Equipment, Magnetometers and Security Access Controls, Replace upper bowl curtain system, and will only be funded with Contract Sixth Cent Revenues to the extent legally eligible

The necessary funding for the Kia Capital Improvement Plan is set forth below:

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
Total MEP & Fire Protection	\$ 74,419	\$10,186,742	\$ 2,305,210	\$2,873,917	\$ 1,408,373	\$ 1,005,536	\$ 9,731,414	\$ 1,078,114	\$ 9,758,664	\$ 210,773	\$ 38,633,163
Total Technology	\$38,529,068	\$ 2,220,960	\$ 916,908	\$ -	\$ 8,203,675	\$ 3,656,495	\$ 8,554,125	\$ -	\$10,378,621	\$ -	\$ 72,459,851
Total Vertical Transportation	\$ 99,225	\$ 260,466	\$ -	\$ -	\$ -	\$ 4,631,561	\$ -	\$ 5,932,298	\$ -	\$10,052,318	\$ 20,975,868
Total Interior & Exterior Infrastructure	\$ 8,669,466	\$10,394,711	\$11,586,999	\$4,554,118	\$ 2,348,093	\$ 2,872,961	\$ 6,165,895	\$ 8,050,976	\$ 5,993,316	\$ 4,910,821	\$ 65,547,356
Total FF&E	\$ 6,869,630	\$ 5,280,916	\$ 943,763	\$2,400,177	\$ 1,526,283	\$ 3,745,835	\$ 1,611,723	\$ 2,473,840	\$ 1,182,895	\$ 2,348,700	\$ 28,383,762
Totals	\$54,241,807	\$28,343,794	\$15,752,879	\$9,828,213	\$13,486,425	\$15,912,388	\$26,063,156	\$17,535,228	\$27,313,497	\$17,522,612	\$226,000,000

The scope of work for the Kia Capital Improvement Plan ("Project Scope") is set forth below:

1. MEP & Fire Protection

- Hot Water Boilers
- Bladder Tanks
- Hot Water Pumps
- Chilled Water Pumps
- Water-Cooled Ice Chiller
- Brine Pumps
- Jet Ice System
- Ice Floor
- Bowl Air Handling Units (AHU's)
- Bowl Desiccant Units
- Support Systems for AHU's
- VAV
- Replace Energy Wheels to Locker AHUs
- General Exhaust Fans
- Kitchen Exhaust Fans
- Fan Coil Units
- Food Service Heat Rejection Pumps & Grease Traps
- BAS Replacement
- Pump Variable Frequency Drive (VFD)
- AHU VFD
- Jacket Chilled Water Insulation
- Distribution Equipment
- Exterior Lighting & Site Lighting
- Sports Lighting Replacement
- Lighting Controls
- Bowl Aisle Lighting Replacement
- Fire Alarm System Replacement

- Hot Water Heaters
- Domestic Booster Pump
- Pipes/Fitting/Valves/Insulation
- Water Closets
- Urinals/Lavatory/Sinks/Drinking Fountains
- Showers
- Fire Pump/Jockey Pump/Backflow Prevention Devices
- Arena Bowl & Atrium Smoke Detection System & Fire Suppression System

2. Technology Replacements and Enhancements

- Video Surveillance-Camera Addition
- Access Control and Intrusion System
- Local Area Network (LAN) & Wireless LAN
- Phone System (VoIP PBX)
- Replace Broadcast Cables & Rewire
- Distributed TV Headend
- Distributed TV Displays (1,300)
- Cameras & Production Switcher
- CG System & Clips Playback, Intercom
- Upgrade and Replace Video Control Room
- LED Center Hung Video Board
- LED Display Boards
- LED Exterior Displays
- Speaker Systems Various Locations
- Audio Controls and Ancillary Components
- Distributed Audio & Video Controls

3. Vertical Transportation

- Passenger Elevator 1, 2, 3, 4 Restoration
- Freight Elevator 5 & 7 Restoration
- Passenger Elevator 6, 8, 9,10, 11, 12, 13, 14,16, 17, 18 Restoration
- Escalators 7 & 8 Modify Barriers Encroaching on Handrails
- Escalators 1, 4, 7 & 8 Install Escalator Intersection Guards
- Various Passenger Elevators Repair/Replace Monitors
- Passenger Elevators 7 & 18 Repair/Replace Worn or Damaged Cab Flooring & Walls
- Additional Elevators
- Additional Escalators

4. Interior and Exterior Finishes

- Exterior Skin Restoration
- Concrete in Entry Plaza Restoration
- Restoration of Ground Level Exterior Facade
- Sealants/Fireproofing/Mesh Panels/Wall Panel Connections
- Replacement of Storefront Doors (50) & Bifold Door
- Bollard Replacement
- Add Drapery system
- Renovate Space at northwest event level
- Replace ceiling panels
- Star/Performer Dressing Rooms
- Media Work Room Restoration
- Multi-Purpose Locker Rooms Restoration (5)
- Security Control Room
- Replace sealant at joints in seating bowl
- Carpet Replacement
- Finishes Hospitality/Hardwood/Jernigan's
- Refurbish Founders Level Hospitality/Admin/Catering and Support
- Repurpose storage area at southwest corner of Terrace Level
- Outdoor Terrace at NE Renovation
- Furnishings on Hospitality Decks
- Replace gypsum board and panels at loge boxes
- Redesign media loge
- Repurpose Storage Area on Club Level
- Renovate Family Zone
- Repurpose and Activate Space at Promenade Level
- Update Level 6 Hospitality Space & Hour Glass
- Level 7 Doors Replacement
- Add entry floor protection at entrances
- Replace all bowl guest seating
- Roof Capital Repairs & Modified Bitumen (Splast)
- Glass Curtain Walls Gasket & Glazing Replacement
- Capital Improvements to make the Arena more energy efficient

5. FF&E

- Portable Staging, Tables and Chairs
- Ice Deck
- Spotlights
- Magnetometers & Crowd Control Equipment/Access Control X Ray Machines
- Basketball Court, Goals and Stanchions

- Receptacles -Trash-Recycling
- Upper Bowl House Curtaining System & Pipe & Drapes/Vomitory Curtains
- Replace and Add Water Bottle Filling Stations (Sustainability)
- Dock Leveler Replacement

EXHIBIT B
ARENA FINANCE PLAN

To fund the Capital Improvements, the Parties have agreed to the following terms for the Arena Finance Plan:

- Excess Contract Sixth Cent Revenues (as defined in the Original Interlocal Agreement) and any liquidity reserve, debt service reserve, or surplus funds funded with Sixth Cent TDT revenues or bonds secured thereby shall be used to redeem or defease outstanding 2017 Bonds as soon as financially feasible;
- The Contract Sixth Cent Bonds shall be:
 1. Issued to currently refund and defease any remaining balance on the 2017 Bonds contemporaneously with the issuance of the first series of Contract Sixth Cent Bonds pursuant hereto, provided that any bonds issued for the refunding of the 2017 Bonds shall not mature later than 11/1/2038 ;
 2. Issued in one or more series prior to November 1, 2032, in an aggregate principal amount sufficient to fund \$226,000,000 in Capital Improvements to the Arena (less any amount for Capital Improvements funded from Bond Anticipation Notes), with any and all series issued containing final maturities no later than fifteen (15) years from the date of issuance of each series;
 3. Issued to pay the principal amount on Bond Anticipation Notes issued as provided herein, to fund the Contract Sixth Cent Reserve and any Permitted Costs with respect to such Contract Sixth Cent Bonds subject to the limitations included in this Agreement;
 4. All Contract Sixth Cent Bonds shall be structured with a maximum ten (10) year no call provision;
 5. The City may also issue Contract Sixth Cent Bonds to refund outstanding Contract Sixth Cent Bonds and to pay related costs of issuance provided that, (a) net present value savings resulting from the issuance of the refunding bonds is at least equal to five percent (5%) of the amount of the bonds being advanced refunded, (b) the net present value savings provided by a current refunding is at least equal to 3% of the principal amount of the refunded bonds, or, (c) with the consent of the County Administrator, for any other business reason, provided that any Contract Sixth Cent Bonds issued to refund outstanding Contract Sixth Cent Bonds shall not extend the final maturity of those bonds being refunded .
- The City may issue Bond Anticipation Notes in anticipation of the issuance of Contract Sixth Cent Bonds to provide interim financing for costs of the Capital Improvements and to pay costs of issuance thereof and fund capitalized interest thereon to the maturity date thereof and within the limitations provided in the definition of County Sixth Cent Contribution.
 1. The Bond Anticipation Notes can be issued in the form of commercial paper, line of credit or other short term financing instrument that accrues interest at a variable or fixed interest rate. The principal amount of any such Bond Anticipation Notes shall be financed and paid from proceeds of Contract Sixth Cent Bonds issued hereunder in anticipation of which such Bond Anticipation Notes were issued.

2. If it is determined by the City not to be financially prudent to issue Contract Sixth Cent Bonds in order to pay the maturing principal amount of Bond Anticipation Notes, the City may issue new Bond Anticipation Notes to finance the refunding of previously issued Bond Anticipation Notes on an interim basis.
- Contract Sixth Cent Revenues shall be deposited with the Trustee and applied pursuant to the bond resolution or indenture providing for the issuance of Contract Sixth Cent Bonds to the accumulation or payment of regularly scheduled debt service on Contract Sixth Cent Bonds, to the replenishment of any liquidity or debt service reserves with respect to the Contract Sixth Cent Bonds, to the payment of any third party fees and expenses payable with respect to the Contract Sixth Cent Bonds (including, Trustee, paying agent, escrow agent, verification agent, credit enhancement, disclosure agent, financial advisor, counsel and similar fees and expenses), and to the payment or reimbursement of any such payments payable from Contract Sixth Cent Revenues, paid or funded from other sources due to a shortfall in Contract Sixth Cent Revenues.
 - Any remaining Contract Sixth Cent Revenues shall be retained and accumulated by the Trustee and applied to cure future deficiencies in amounts required for the foregoing purposes and to redeem or defease outstanding Contract Sixth Cent Bonds as economically feasible.