

REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC

August 26, 2024

UCF Stadium Corporation
Albert Francis, CPA
University Treasurer
Assistant Vice President of Debt Management
University of Central Florida
Division of Financial Affairs
4365 Andromeda Loop N, MH 384
Orlando, FL 32816

Reference: Up to \$70MM Taxable Fixed Rate Term Loan, INVITATION TO NEGOTIATE (ITN) 2023-15AF (Revised 08/26/24)

Dear Mr. Francis:

Regions Commercial Equipment Finance, LLC (the “Lender”) is pleased to furnish this Term Sheet (this “Term Sheet”) to UCF Stadium Corporation, INC. (the “Borrower”). This Term Sheet contains an outline of suggested terms only, and it does not represent a commitment by Lender or create any obligation whatsoever on Lender’s part. It is for discussion purposes only, and the outlined terms have not received final approval by the appropriate lending authorities within Regions Commercial Equipment Finance, LLC.

Borrower: UCF Stadium Corporation, INC.

Lender: Regions Commercial Equipment Finance, LLC

Role of Lender: The Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Term Sheet and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Term Sheet, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the Issuer and the Borrower have been informed that the Issuer and the Borrower should discuss this Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer and the Borrower, respectively, deem appropriate before acting on this Term Sheet or any such other information, materials or communications.

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Privately Negotiated Loan: The Borrower acknowledges and agrees that the Lender is purchasing the Bond in evidence of a privately negotiated loan and in that connection the Bond shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by the CUSIP Service Bureau.

Purpose: The proceeds from the Loan will provide financing for construction and improvements to the FBC Mortgage Stadium on the University of Central Florida campus, and pay the costs of issuance (collectively, the "Project").

Loan Amount: Up to \$70,000,000

Structure: Taxable Term Loan evidenced by a promissory note, bond, or other debt instrument (the "Debt Instrument" and/or "TDT Loan").

Interest Rate: Taxable fixed rate offered. All options below allow for the minimum \$2MM annual amortization up to the TDT Loan "Targeted Amortization", shown at each payment date in Exhibit A, plus catch-up payments and a flexible final Maturity Date up to December 15, 2038, with the following additional options:

Option C: Prepayable in whole or in part on any payment date, with any source of funds: **5.72%**

Option D: Prepayable in whole or in part on 12/15/2025 only with TDT Revenues and Pledged Revenues* for the first 2 years; and, thereafter, commencing on 12/15/2026 and any payment date thereafter prepayable in whole or in part with any source of funds: **5.56%**

Option E: Prepayable in whole or in part on any payment date only with TDT Revenues and Pledged Revenues*): **5.30%**

***See Security section for defined terms. Cannot be prepaid with proceeds of other indebtedness.**

The Loan will bear interest at a fixed rate per annum for up to fourteen (14) years (12/15/2038).

The rates above will automatically reset based on current market conditions unless: (i) Lender receives verbal acceptance of the rate above by 4:00pm on Tuesday, August 27, 2024, and (ii) this Term Sheet is accepted by execution of Exhibit B by the Issuer no later than August 28, 2024, and (iii) the Loan closes on or before November 1, 2024. In the event the foregoing conditions are not satisfied the rate is subject to change in the Lender's sole discretion, based on market conditions at the time the Loan is closed.

In the event the conditions (i) and (ii) above cannot be met, the fixed rate for the Debt Instrument can be set up to 30 days in advance of closing using the following formula:

Option C: 5Y UST + 210 basis points

Option D: 5Y UST + 194 basis points

Option E: 5Y UST + 168 basis points

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Default Rate: The interest rate otherwise applicable to the Debt Instrument plus 6%.

Repayment: Minimum principal repayment as shown in Exhibit A, with the flexibility to prepay as detailed in the Prepayment section. Principal and interest will be payable annually, calculated on the basis of a 30-day month and a 360-day year, on December 15, commencing December 15, 2025.

Maturity Date: Final Maturity Date no later than December 15, 2038. Maturity Date must fall on a payment due date.

Prepayment: Option C: Debt Instrument prepayable in whole or in part on any payment date, with any source of funds.

Option D: Debt Instrument prepayable in whole or in part on 12/15/2025, only with TDT Revenues and Pledged Revenues*, and thereafter, commencing on 12/15/2026, prepayable in whole or in part on any payment date, with any source of funds.

Option E: Debt Instrument prepayable in whole or in part on any payment date only with TDT Revenues and Pledged Revenues*.

**Borrower may only prepay Debt Instrument in Options D & E above, with (i) TDT Revenues received annually on each December 1 and Catch-Up Payments per the Funding Agreement and/or (ii) Pledged Revenues. For the avoidance of doubt, during any period that prepayment of the Debt Instrument is limited to TDT and Pledged Revenues, Debt Instrument cannot be prepaid with proceeds of other indebtedness.*

All partial prepayments of principal shall be applied in the inverse order of maturities.

Liquidity Reserve: Borrower will fund the Liquidity Reserve in an amount equal to one year's interest payment, plus the minimum annual principal payment prior to final maturity (up to \$2 million), at closing from TDT Loan proceeds into the Liquidity Reserve. Funds will be held in a collateralized Public Funds Money Market account at Regions Bank and earn interest at a rate equal to 80% of the Federal Funds Target Rate (currently 4.40%). The Liquidity Reserve shall be maintained through the final Maturity Date of the Debt Instrument.

Other Fees, Costs and Expenses: The Borrower will be responsible for all out-of-pocket fees, costs, and expenses of the Lender (including, without limitation, counsel fees and expenses and costs associated with lien searches and recordation) incurred in connection with the negotiation, execution, delivery, administration, and enforcement of the Loan Documents. In consideration of the undertakings of the Lender hereunder and recognizing that in connection herewith the Lender will be incurring such fees, costs and expenses, the Borrower agrees to reimburse the Lender for all such fees, costs, and expenses, regardless of whether, or to what extent, any of the transactions contemplated hereby are consummated. Butler Snow will be retained as Lender's Counsel with fees and expenses anticipated between \$25,000 and \$35,000, depending on documentation requirements.

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Security: The TDT Loan will be secured by (a) a lien on the Contract Tourist Development Tax Receipts payments (the "TDT Revenues") from the county pursuant to the Funding Agreement between Orange County, the UCF Board of Trustees and the UCF Stadium Corporation, dated May 21, 2024 (the "Funding Agreement" and (b) a subordinate lien on the "Pledged Revenues" of the UCF Stadium Corporation that secure the outstanding Refunding Revenue Bonds, Series 2015A and the Taxable Refunding Revenue Bonds, Series 2015B, as such term is defined in the governing documents with respect thereto, and any additional bonds (including but not limited to the proposed 2024 Bonds) secured on a parity with the 2015 Bonds.

Representations and Warranties: Usual and customary for this type of financing.

Covenants: Usual and customary for this type of financing, including but not limited to the following:

- (1) The Borrower shall deliver to the Lender each of the following, in form and substance satisfactory to the Lender:
 - (i.) audited financial statements within 270 days of the end of each of the Borrower's fiscal years;
 - (ii.) annual budget within 30 days of adoption.
 - (2) The Borrower shall achieve and observe certain financial covenants to include, without limitation, the following:
 - (i.) The Corporation covenants that all Contract TDT Payments received will be deposited into the Contract TDT Revenue Fund for deposit into: (1) the Interest Account to pay the next scheduled interest payment; (2) the Principal Account equal the minimum Principal Amortization Amount with the balance deposited into (3) the Principal Prepayment Account to prepay any outstanding principal.
 - (ii.) Upon deficiencies in either the Interest Account and / or the Principal Account, the Corporation will first transfer available funds from the Liquidity Reserve to make up the deficiency and then from the Corporation Pledged Funds, on a subordinate basis, to cover such deficiencies.
 - (iii.) Cross defaulted to the senior lien UCF Stadium Corp Revenue Bonds (Series 2015 and Series 2024) and the TDT Funding Agreement between Orange County, FL, UCF Board of Trustees and UCF Stadium Corporation Inc.
 - (iv.) Stadium Revenue Bonds ABT of 1.20x. No additional indebtedness secured by TDT Revenues.
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Defaults: Usual and customary for this type of financing.

Remedies: The Lender shall have all the rights and remedies set forth in the Loan Documents, and available at law and in equity, for the enforcement thereof.

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Legal Opinions: As an additional condition precedent to the Lender making the Loan, the Borrower shall provide, among other things, the following opinions to the Lender:

(i) an opinion of bond counsel in form and substance satisfactory to the Lender and its counsel in all respects, which shall include opinions to the effect that (a) the Borrower is a 501(c)(3) organization (as defined in Section 150(a)(4) of the Internal Revenue Code), (b) the Borrower has the authority under the laws of the State of Florida to issue the Debt Instrument and execute and deliver the Loan Documents, (c) that the Debt Instrument has been duly issued and each of the Debt Instrument and the other Loan Documents to which the Borrower is a party has been duly authorized, executed and delivered by the Borrower, (d) that each of the Debt Instrument and the other Loan Documents to which the Borrower is a party is a valid and binding obligation of the Borrower, duly enforceable in accordance with its terms.

Transfer Provisions: The Lender shall maintain the right to transfer and/or assign, in whole or in part, its rights hereunder, the Debt Instrument and/or the Loan, or, in either case, any interest therein, to any person or entity in its sole and absolute discretion. The Borrower may not assign its rights hereunder or under any of the Loan Documents to any person without the prior written consent of the Lender.

Most Favored Lender: If the Borrower has, or enters into, any agreement with another credit provider with respect to debt of the Borrower secured by TDT Revenue (or an amendment, modification or restatement of any such credit agreement) that includes financial covenants more restrictive than those provided to Lender in this agreement, then the financial covenants from such other credit agreement shall be deemed incorporated into this agreement, but only so long as the other agreement remains in effect.

Disclaimer: This Term Sheet describes some of the basic terms and conditions proposed to be included in the documents between the Lender and the Borrower. This Term Sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies or other provisions that may be contained in documents required to consummate this financing.

US Patriot Act: The Borrower represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The Borrower further represents and warrants to the Lender that the Borrower and its principals, shareholders, members, partners, or Affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.

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Confidentiality: The Borrower acknowledges and agrees that this Term Sheet and the information set forth herein is confidential and proprietary, and further agrees to keep this Term Sheet and the information set forth herein CONFIDENTIAL. The Borrower shall not disclose this Term Sheet or any of its material terms to anyone, without the prior written consent of the Lender in each instance, except as such disclosure is required by law or regulation or as a result of any legal or administrative procedure.

Waiver of Jury Trial: To the extent permitted by applicable law, each of the Borrower and the Lender irrevocably and voluntarily waives any right it may have to a trial by jury with respect to any controversy or claim between the Borrower and the Lender, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to this Term Sheet, the Debt Instrument or any of the other Loan Documents. This provision is a material inducement for the Lender's determination to make the Loan and for the parties to enter into the Loan Documents.

Governing Law: State of Florida

Thank you for providing the Lender with this opportunity to be involved in a financial partnership with the Borrower. The Lender is willing to discuss the terms reflected herein through September 21, 2024. After such date, terms, conditions, and pricing may change based on prevailing market conditions and further discussion will be at Lender's sole discretion. We are grateful for your consideration and remain available to promptly respond to any questions that you may have regarding this document. We look forward to hearing from you.

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EXHIBIT A

TDT Loan "Targeted Amortization"	
Payment Date	Principal
12/15/2024	\$ 9,400,000
12/15/25	\$ 6,015,000
12/15/26	\$ 6,405,000
12/15/27	\$ 6,820,000
12/15/28	\$ 7,265,000
12/15/29	\$ 7,735,000
12/15/30	\$ 8,240,000
12/15/31	\$ 8,775,000
12/15/32	\$ 9,345,000
	\$ 70,000,000

Minimum Principal Amortization	
12/15/2024	\$0
12/15/2025	\$2,000,000
12/15/2026	\$2,000,000
12/15/2027	\$2,000,000
12/15/2028	\$2,000,000
12/15/2029	\$2,000,000
12/15/2030	\$2,000,000
12/15/2031	\$2,000,000
12/15/2032	\$2,000,000
12/15/2033	\$2,000,000
12/15/2034	\$2,000,000
12/15/2035	\$2,000,000
12/15/2036	\$2,000,000
12/15/2037	\$2,000,000
12/15/2038	\$34,865,000
	\$60,865,000

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EXHIBIT B

In the event Borrower requests Lender to move forward with the approval process after discussion of the aforementioned terms and conditions contained in the Term Sheet, Borrower agrees to reimburse Lender on demand for all out-of-pocket expenses incurred by Lender if the transaction fails to close for any reason other than Lender's decision not to approve the transaction. Such expenses shall include, but not be limited to, legal expenses incurred by Lender.

ACCEPTANCE:

Borrower does hereby agree to all provisions contained in Exhibit B and selects Interest Rate Option ___.

Borrower Signature:

By: _____

Name: _____

Title: _____

Date: _____