

FIRST AMENDMENT
TO
INTERIM FUNDING AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into effective as of the 16th day of December, 2009 by and between SARASOTA COUNTY, a political subdivision of the State of Florida ("County") and the Baltimore Orioles Limited Partnership, a Maryland limited partnership ("Orioles"). The County and the Orioles each may be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the County and the Orioles have entered into an Interim Funding Agreement dated September 28, 2009;

WHEREAS, the Parties desire to amend the Interim Funding Agreement, as more particularly set forth herein;

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein, and the mutual covenants, promises, conditions and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto AGREE AS FOLLOWS:

1. Other Payments from the Construction Fund and Owner's Contingency. Paragraph 7 of the Interim Funding Agreement is amended to allocate the remaining balance of the Construction Funds deposited in the Construction Fund Account as provided for in Paragraph 3 of the Interim Funding Agreement, estimated to be approximately \$441,000 ("Remaining Fund Balance"). The Remaining Fund Balance is available and may be utilized to pay for Project costs, fees and/or expenses that are permitted under the terms and conditions of the MOU as chargeable to the Project. The Parties may further allocate a portion of the Remaining Balance to some or all of the Owner's Contingency referenced in Section III.A in the Architects Agreement for Professional Services.
2. This Agreement supplements and amends the Interim Funding Agreement to the extent expressly set forth herein. All other terms and conditions of the Interim Funding Agreement shall remain in full force and effect. Nothing in this Agreement shall supersede, modify or waive any rights or obligations of either Party under the MOU, all of which terms, provisions, representations, warranties and covenants of the MOU are hereby confirmed, ratified and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date set forth above.

JAN - 8 9:11 AM
BOARD RECORDS
FILED FOR RECORDS
SARASOTA COUNTY
FLORIDA

WITNESS/ATTEST

Mary J. Adolphson

BALTIMORE ORIOLES LIMITED PARTNERSHIP

By: Baltimore Orioles, Inc., its General Partner

By: Peter G. Angelos
Peter G. Angelos, President
Baltimore Orioles, Inc.

Date: _____

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA

By: John B. Adams
Chairman

Date: 1/8/2010

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By: Karen E. Rushing
Deputy Clerk

Approved as to form and correctness:

By: Steph Edm
County Attorney

STATE OF FLORIDA)
COUNTY OF SARASOTA)
I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL FILES IN THIS OFFICE WITNESS MY HAND AND OFFICIAL

SEAL THIS DATE 1/8/10
KAREN E. RUSHING, CLERK OF THE CIRCUIT COURT
EX-OFFICIO CLERK OF THE BOARD OF COUNTY
COMMISSIONERS, SARASOTA COUNTY, FLORIDA

By: Karen E. Rushing
Deputy Clerk