AGREEMENT

This Closing Statement and Agreement is executed this 12th day of July, 1997 by and between the BOARD OF REGENTS of the State of Florida, an agency of the State of Florida, by and through FLORIDA INTERNATIONAL UNIVERSITY (hereinafter referred to as “FIU”), METROPOLITAN DADE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as “County”), and the DADE COUNTY YOUTH FAIR AND EXPOSITION, INC., a state chartered agricultural fair (hereinafter referred to as “Youth Fair”).

WITNESSETH

WHEREAS, on or about March 4, 1993, FIU and the County entered into a Ground Sublease Agreement, attached hereto as Exhibit 1, pursuant to which FIU leased certain lands to the County for construction by the Youth Fair of a stadium project described therein (hereinafter referred to as the “Project”) and

WHEREAS, upon completion of the Project as defined therein, the Project was to be owned, operated, and managed by FIU subject to the provisions of that certain Use Agreement between the County and FIU attached hereto as Exhibit 2; and

WHEREAS, upon completion of the Project, title of the Project and all of its other furnishing, fixtures, and equipment supplied to the Project by the Youth Fair and the County was to be transferred to FIU upon approval and acceptance by FIU; and,

WHEREAS, pursuant to the Ground Lease Agreement of March 4, 1993 by and between the County and FIU, which is attached as Exhibit 3, the County as lessor has leased to FIU as lessee a portion of the land on which the Project is located for a term commencing on the date title to the Project is transferred to and accepted by FIU; and,

WHEREAS, the Project has been completed; and,
WHEREAS, Metropolitan Dade County wishes to convey title to the Project; and,

WHEREAS, Fill wishes to accept title to the Project;

NOW THEREFORE the parties agree as follows:

1. The above recitations are true, correct, and incorporated herein.

2. TRANSFER OF TITLE

The County hereby conveys to Fill, and Fill accepts, title to the Project as defined in the Ground Sublease Agreement, together with the furnishings, fixtures, and equipment (hereinafter referred to as "FF&E") contained within the Project, including, but not limited to, those listed in the attached Exhibit 4. The Youth Fair warrants and represents that title to the FF&E is being conveyed free and clear of liens or other encumbrances. Further, the Youth Fair represents and warrants that the Project is conveyed free of construction liens. The County, the Youth Fair, and Fill agree to execute any and all other documents as may be reasonably required to effectuate the intent of this transfer of title.

3. LIENS

In the event of a lien, claim of lien, or order for the payment of money shall be imposed against the Project or the premises resulting from or arising out of any act or omission of the Youth Fair or any person under, by or through the Youth Fair, the Youth Fair shall, within thirty (30) days after receipt of notice of the imposition of such lien, claim, or order, cause the same to be discharged, satisfied, canceled, or released, and the Premises and the Project to be released therefrom, by the payment of the obligation secured thereby or by the furnishing of a bond or by any other method which may be prescribed or permitted by law. The Youth Fair shall thereupon furnish the County with evidence of having done so in a form satisfactory and requisite for recording in the Office of the Clerk of the Circuit Court, Dade County, Florida.
4. **CONDITION OF THE PROJECT**

The County and Fill have inspected the Project and accept the Project in as-is condition, subject however, to: (1) the provisions contained in paragraph 5 herein; and (2) any and all of their respective rights to claims against any and all manufacturer's warranties related to the Project. Within ten (10) days from the date of this Agreement, the Youth Fair shall deliver to Fill all warranties, manuals repair records, as-built plans, and similar records in connection with the construction of the Project. The Youth Fair agrees to execute and deliver to Fill any and all documents which may be reasonably requested by Fill in connection with any warranty claims that may be made by Fill.

5. **WARRANTY**

The Youth Fair agrees to warrant the track and related track and field surfaces against all defects of material and/or workmanship for a period of three (3) years from the date of signing this Agreement. The repair and warranty services shall be provided by a certified track/field contractor retained by the Youth Fair that during the warranty period will make, within 30 days from notification from FIU to DCYF, all necessary repairs of the track.

6. **LIST OF WORK TO BE COMPLETED**

The Youth Fair agrees that it will; at the Youth Fair's sole cost and expense, replace, to the reasonable satisfaction of Fill areas of "the track" currently known to be defective, as outlined in the site plan which is attached as Exhibit 5. All replacements and repairs work will be done by a certified track/field contractor retained by the Youth Fair of said replacements and repairs shall be completed no less than thirty (30) days prior to the start of the 1998 track season which is scheduled for January 15, 1998. On or before that date, the Youth Fair shall also deliver to Fill any warranties.
and certificates relating to the performance of said work.

7. RELEASE

To the extent permitted by law, the County and FIU release the Youth Fair and agree to indemnify and hold the Youth Fair harmless for any claims, losses, or damages of person or property resulting from the County’s or FIU’s use of the Project.

8. FIU REPRESENTATION

FIU represents and warrants that it has full authority to execute the Agreement on behalf of the Board of Regents of the State of Florida.

This Agreement is executed and shall be effective on this ___ day of ___ ___ ___ 1997.

BOARD OF REGENTS OF THE STATE FLORIDA by and through FLORIDA INTERNATIONAL UNIVERSITY

By: E. Oarwine Fuchs
Its: Executive Vice President/General Manager

DADE COUNTY YOUTH FAIR and

By: E. Oarwine Fuchs
Its: Executive Vice President/General Manager

METROPOLITAN DADE COUNTY

By: 
Its: 

STADIUM COMPLEX
GROUND SUBLEASE AGREEMENT
BETWEEN
METROPOLITAN DADE COUNTY
AND
THE BOARD OF REGENTS OF THE STATE OF FLORIDA
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GROUND SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT is made and entered into this _____ day of ________, 1993, by and between THE BOARD OF REGENTS OF THE STATE OF FLORIDA ("BOR") an agency of the State of Florida for and on behalf of Florida International University ("FIU") collectively referred to hereinafter as "LESSOR" and METROPOLITAN DADE COUNTY, a political subdivision of the State of Florida ("COUNTY") referred to as "LESSEE".

RECITALS

WHEREAS, LESSOR owns or controls a certain parcel of property as shown on Exhibit "A" (the "Land") which is known as Florida International University and,

WHEREAS, LESSEE wishes to lease a portion of the Land for purposes of permitting the Dade County Youth Fair and Exposition, Inc., ("DCYF") to construct a certain facility described on Exhibit "B" hereto (the "Project") on the campus of Florida International University; and,

WHEREAS, LESSOR is willing to sublease a portion of the Land to the LESSEE for and in consideration of the construction of the Project, the right to take title to the Facility (as hereinafter defined), and the obligation to share use of the Facility on the terms set forth in the Use Agreement executed by the parties on even date and in further consideration of the mutual interests and goals shared by the parties,

NOW, THEREFORE, THE PARTIES DO AGREE AS FOLLOWS:
SECTION 1. LEASED PREMISES. LESSOR hereby subleases to LESSEE the Land subject to those exceptions or conditions appearing of record. LESSOR warrants that it has the full right and authority to enter into this Agreement and that all necessary approvals to the exercise of its authority have been obtained. Upon completion of LESSEE's construction of the Project, the Land and the Project shall be referred to as "Facility."

SECTION 2. TERM. The term of this Sublease shall commence on the date it is fully signed by both parties and shall expire on the date that title to the Facility is transferred to, and accepted by, BOR, unless sooner terminated as set forth herein. If construction of the Project is not completed within two (2) years of the date of this Sublease or any approved extension, then LESSEE shall, at its own expense, remove all of its improvements from the premises and shall return the premises to the condition in which the Land was tendered at the beginning of the Sublease term. Alternatively, with the consent of LESSOR, LESSEE may deed fee simple ownership in the partially completed Project to the LESSOR.

SECTION 3. USE OF LAND.

(a) The Project. The Land shall be used by LESSEE for the purpose of constructing the Project to be owned, operated and managed by FIU upon completion for use by Dade County Public Schools, FIU, COUNTY and others according to the terms of the Use Agreement. The Project shall at all times be used for the uses and in the manner permitted in the Use Agreement.
The Project shall be built in accordance with plans and specifications to be submitted by LESSEE and approved by LESSOR which meet the specifications required for users' respective conferences.

(b) Compliance with Rules and Regulations. Neither LESSOR nor LESSEE shall use or permit the Project or the Premises to be used in violation of any valid present or future laws, ordinances, rules or regulations of any public or governmental authority at any time applicable thereto relating to sanitation or the public health, safety or welfare, or relating to LESSEE's construction activities in, and use of, the Land during construction of the Project and until substantial completion with respect thereto.

SECTION 4. RENTAL. LESSEE shall pay to LESSOR, without demand, as and for annual rent the sum of ONE DOLLAR ($1.00) during the term of this Sublease. Rent shall be due and payable in full within fifteen (15) days following the date of commencement of the term of this Sublease and every anniversary date thereafter.

SECTION 5. APPROVAL OF PLANS AND SPECIFICATIONS.

(a) Preparation of Plans and Submittal to LESSOR. Following execution of this Sublease, LESSEE through the DCYF shall promptly commence and diligently complete preparation of the plans and specifications required for relocation of the football stadium owned by COUNTY onto the Land and for its conversion into the Project. The DCYF will be solely responsible for all aspects of the Project, including but not limited to, all design and construction issues as specified in this document; LESSEE shall not
look to LESSOR for any responsibility in connection with the relocation and construction of the Project. Preliminary plans and specifications shall be submitted to LESSOR for approval within one hundred twenty (120) days following the date of execution of this Sublease and shall include, but not be limited to, the following:

(1) A general land use plan and survey of the Premises reflecting the layout and location of the Project;

(2) A site plan of the Project;

(3) Plans of utility easements, points of utility connections, required utility demands, drainage, means of ingress and egress from adjoining roads and streets, and preliminary landscaping plans;

(4) A soil analysis, a foundation plan and a foundation bearing value analysis approved by a structural engineer registered in the State of Florida;

(5) Typical elevations and sections delineating the materials to be used in construction of the Project; and

(6) Projected construction costs of the Project.

(b) Approval of Plans. All plans and specifications shall meet the requirements of the applicable building code utilized by the BOR for construction of state buildings. LESSOR shall, within forty-five (45) days of receipt of such preliminary plans and specifications, either approve or disapprove same. Approval of said preliminary plans shall not be unreasonably withheld, however, such plans must contain specifications which meet the class of facility required by LESSOR to host and compete in conference
championships. If LESSOR fails to approve any portion of the plans and specifications submitted to it, LESSOR shall advise LESSEE of the specific reasons for its disapproval. Thereafter, within a period not exceeding forty-five (45) days, LESSEE shall revise said plans and specifications in accordance with LESSOR’S comments provided that such revisions shall not result in an increase in Project’s total cost. The revised plans and specifications shall then be resubmitted to LESSOR for its approval. This procedure shall be followed until such time as all plans and specifications are finally approved by LESSOR.

It is understood and agreed by the parties that this Sublease and the parties’ respective obligations hereunder are contingent upon LESSOR and LESSEE agreeing on schematic plans and specifications for the Project which can be constructed within the budget established for the Project.

The budget established for the Project and a schedule of estimated costs associated with construction, when agreed to, shall be attached hereto as Exhibit "C" and made a part hereof. In the event that the parties cannot agree to the plans and specifications within one (1) year from the date of execution of this Sublease, or LESSEE cannot construct the Project within its budget for construction costs then this Sublease and the Use Agreement shall be null and void and of no further force and effect, and neither party shall have any further liability or obligation to the other under this Agreement, except as set forth in Section 5(c).
(c) Cost of Plans and Specifications. LESSEE shall pay for the cost of preparation of all plans and specifications.

(d) Execution of Final Plans. Two complete sets of all plans and specifications as finally agreed to by LESSOR and LESSEE shall within fifteen (15) days after such approval, be signed by LESSEE and LESSOR, and one set shall be delivered to each as an official record thereof.

(e) Notwithstanding anything to the contrary, any obligation by LESSOR or DCYF to obtain any permit, land use, or other approval is solely an agreement to apply for or assist in the application for such approval, if such approval is required by law. LESSOR’s or DCYF’s consent or agreement to apply for any land use approval or governmental permit or to file any zoning applications, if required, shall not bind the Board of County Commissioners, the Zoning Appeals Board, any regional zoning board, the Metropolitan Dade County Building and Zoning Department or its Planning Department to agree to or grant any such required approval, permit or governmental action. LESSOR expressly reserves for itself and any other competent authority, the right to deny, approve or take any other action deemed appropriate after any required public hearing.

SECTION 6. CONSTRUCTION OF IMPROVEMENTS.

(a) Commencement of Construction. LESSEE shall commence construction of the Project, in accordance with the approved plans and specifications, not later than One Hundred, Twenty (120) days following such approval (the "Construction Commencement Date"). It
is recognized that the bidding and award process may be subject to challenge which may result in delay to the Construction Commencement Date, but LESSEE agrees to diligently resolve such claims. LESSEE shall provide the LESSOR with a construction progress schedule and updates as available.

(b) Construction Permits and Approvals. It shall be the responsibility of LESSEE; at its sole cost and expense, to obtain any and all governmental permits and approvals required to be obtained by it as a condition precedent to the construction of the Project. LESSOR agrees to assist LESSEE in obtaining such government permits and approvals if LESSEE so requests; provided, however, that LESSOR shall have no obligation to incur or advance any costs or expenses on behalf of LESSEE or otherwise in connection with the rendering of such assistance. It is recognized that LESSEE may deem it necessary or appropriate, through litigation or administrative proceedings, to contest the denial of any approval or permit, or to require the appropriate governmental authority to act with due diligence on LESSEE's applications for said approval or permits.

(c) Early Termination. In the event LESSEE has failed to commence construction of the Project on or after the Construction Commencement Date, as the same may be extended by operations of Sections 6(a) and 25(b) of this Agreement, then LESSOR shall have the right to cancel this Sublease. LESSEE may, upon written notice to LESSOR, terminate this Sublease upon the earlier occurrence of any of the following events:
(1) If LESSEE has not obtained any legislative appropriation or contribution from public or private sources necessary to fund the construction of the Project;

(2) If LESSEE, after due diligence, has failed to obtain any governmental permit or approval necessary or required to construct the Project;

(3) If LESSEE has determined that the Project cannot be constructed, based on the agreed to plans and specifications within the budget limits set forth in Exhibit "C" and LESSOR and LESSEE are unable to agree to a redesign of the Project which would allow construction thereof within said budget limits.

If this Sublease is terminated or cancelled, all rights and obligations of the parties under this Agreement shall cease and be of no further force and effect, and neither party shall have any claim against the other, except as otherwise provided herein or under the Use Agreement.

(d) LESSEE’s Obligations Prior to Construction. Within twelve (12) business days after issuance of the Notice to Proceed to LESSEE’s Contractor for construction of the Project, LESSEE shall deliver to LESSOR the following:

(1) All authorizations necessary to commence construction of the Project;

(2) A copy of a duly executed and recorded Notice of Commencement of construction of the Project in form and substance satisfactory to LESSOR, identifying LESSEE as the party for whom the construction work is being performed;
(3) A Memorandum of Lease, satisfactory to LESSOR, signed by LESSEE, and properly acknowledged.

(4) Copies of all insurance policies required under Section 9 hereof (or written evidence of such coverage acceptable to LESSOR and evidence that the premiums therefor have been paid;

(5) A copy of the executed contract for construction of the Project;

(6) A payment and performance bond, letter of guaranty, or comparable form of security securing the timely completion of construction of the Project pursuant to approved plans and specifications by LESSEE's general contractor, issued by a bonding company acceptable to LESSOR in the principal amount of one hundred (100%) percent of the cost of construction of the Project. Such bond shall be in form and substance satisfactory to LESSEE and LESSOR but shall name LESSEE only as obligee;

(7) Evidence satisfactory to LESSOR that LESSEE has obtained any legislative appropriation or contributions from any other public or private sources sufficient to pay the LESSEE's costs of construction of the Project.

(e) Recording of Memorandum of Sublease and Notice of Commencement. Within ten (10) days of receipt of the items listed in Paragraph (c) above, LESSOR shall cause the Memorandum of Sublease to be executed by its authorized officers, acknowledged and recorded in the Public Records of Dade County, Florida. LESSOR shall likewise record the Notice of Commencement in the Public Records of Dade County, Florida, after it has recorded the
Memorandum of Sublease.

(f) Quality of Construction. LESSEE shall construct, or cause to be constructed, the Project expeditiously, in a good, workmanlike manner and substantially in accordance with the approved plans and specifications and any change orders previously authorized by LESSEE. LESSEE shall supervise the work to assure that it is performed pursuant to the construction contract between LESSEE and its agent, or general contractor and that adequate provision has been made under Chapter 255, Florida Statutes, for the protection of all laborers, materialmen and suppliers. LESSEE may designate the DCYF as its agent for purposes of designing, overseeing and constructing the Project.

(g) Right of Entry. After prior reasonable notice to LESSEE, LESSOR shall have the right to enter upon the Premises from time to time and at reasonable times during the construction of the Project to examine the condition and use thereof, to inspect work in progress in order to ascertain that the work is progressing in an orderly manner and that it is being performed substantially in accordance with the approved plans and specifications, and for other reasonable purposes.

(h) Obligation to Furnish. LESSEE, through DCYF will furnish and equip the Project within ninety (90) days after substantial completion of construction, including, by way of illustration and not as a limitation, concession equipment and fixtures, mechanical and HVAC equipment, public address system, and the like. At the time that title to the Project is transferred to and accepted by
BOR, all warranties, manuals, repair records and the like shall be turned over to LESSOR.

(i) Advancing Construction. LESSEE shall advance construction of the Project in accordance with an agreed construction progress schedule to be prepared by LESSEE and accepted by LESSOR. However, LESSEE shall not be responsible for the failure to advance construction, if such failure is due to any of the circumstances enumerated in section 25(b). In the event of LESSEE's unexcused abandonment of the construction or undue delay in performance of its obligations hereunder, LESSOR shall have the right to terminate this Sublease as provided for herein. This provision shall not be construed as a limitation on LESSOR's remedies. For purposes of this Section, abandonment is defined as failure by LESSEE or its contractor to properly man and/or advance construction of the Project, without excuse, for a period of one hundred and twenty (120) days.

SECTION 7. OWNERSHIP OF IMPROVEMENTS. LESSEE shall at all times during the term of this Sublease, and any permitted renewal thereof, have title to all improvements made and any furnishings, equipment and fixtures supplied by it to the Project until tendered over to, and approved for accepted by, BOR. At expiration or early termination of this Sublease, title to all improvements made and any fixtures attached to the Project shall be tendered to LESSOR. Title to the Project or to the Facility (upon completion of the Project) and all of its other furnishings, equipment and fixtures supplied to the Project, by LESSOR shall be transferred to
LESSEE upon approval for acceptance by BOR.

SECTION 8. LESSEE’S INTEREST NOT SUBJECT TO CERTAIN LIENS.

(a) Construction Liens. It is mutually intended, and agreed that neither LESSEE’s subleasehold interest in the Land nor its ownership of the Project or LESSOR’s leasehold may be subjected to liens of any nature arising by reason of LESSEE’s construction of improvements upon the Premises or by reason of any other act or omission of LESSEE or any person claiming under, by or through LESSEE, including but not limited to, mechanics’, materialmen’s, and judgment liens. All persons dealing with LESSEE are hereby placed on notice that any improvements constructed upon the Land, the Project and the Premises are the property of LESSEE and are constructed for LESSEE’s use and benefit. LESSEE has no power, right or authority to subject LESSOR’s leasehold interest in the Land to any mechanics’ or materialmen’s lien or claim of lien.

(b) Discharging Liens. In the event a lien, claim of lien or order for the payment of money shall be imposed against the Project or the Premises resulting from or arising out of any act or omission of LESSEE or any person claiming under, by or through LESSEE, LESSEE shall, within thirty (30) days after receipt of notice of the imposition of such lien, claim or order cause the same to be discharged, satisfied, cancelled or released, and the Premises and the Project to be released therefrom, by the payment of the obligation secured thereby or by the furnishing of a bond or by any other method which may be prescribed or permitted by law. LESSEE shall thereupon furnish LESSOR with evidence of having done
so in form satisfactory and requisite for recording in the Office of the Clerk of the Circuit Court, Dade County, Florida.

(c) Bonding and Litigation. Should LESSEE desire to litigate the validity of any lien or claim of lien, nothing herein shall preclude LESSEE from doing so, provided that LESSEE shall have first posted an appropriate and sufficient bond in favor of claimant and thereby obtained the release of the Project and the Premises from such lien. If judgment is obtained by the claimant of any lien, LESSEE agrees to pay the same within thirty (30) days after such judgment shall have become final and the time for appeal therefrom has expired. LESSEE shall, at its own expense, defend the interests of LESSOR and LESSEE in any and all such suits. LESSOR may, at its own expense, engage its own counsel and assert its own defenses, in which event LESSEE agrees to cooperate with LESSOR and make available to LESSOR all information and data deemed by LESSOR to be necessary or desirable for such defense.

SECTION 9. INSURANCE.

(a) Types of Insurance. LESSEE will obtain and maintain in full force and effect at all times throughout the term of this Sublease (except as otherwise provided herein) the following:

(1) With respect to any construction in progress, policy or policies of builder's risk insurance to be provided by LESSEE's or DCYF's contractor with extended coverage, for full replacement value, with respect to all materials and equipment incorporated into the construction and all materials and equipment on or about the Premises intended for incorporation into the construction; said
policy shall be effective from the issuance of a Notice to Proceed through substantial completion. The general contractor shall name the LESSOR and the LESSEE as additional insureds and shall provide a certificate of insurance as proof of coverage. There shall be no deductibles or exclusions, unless otherwise agreed to in writing. The certificate shall provide that written notice of cancellation or of any material change in such policy shall be delivered to LESSOR and LESSEE at least thirty (30) days in advance of the effective date thereof.

(2) Comprehensive general liability coverage either through an insurance policy, a self-insurance program or through the State of Florida's Risk Management Trust Fund within the limits of the State of Florida's waiver of sovereign immunity.

(3) Worker's compensation insurance and any other insurance coverage required by law.

(4) Fire and Contents

(5) Boiler and Machinery

(b) Certificate. A certificate evidencing the coverages required shall be filed with LESSOR, upon request.

SECTION 10. CONDITION OF PREMISES--FILL, UTILITIES.

(a) Present Condition. LESSEE accepts the Land in its presently existing condition, "as is."

(b) Support. It is understood and agreed that LESSOR has not determined that the Land will safely or adequately support the type of improvements desired to be erected by LESSEE. If soil tests conducted by the LESSEE show to the reasonable satisfaction
of LESSEE that the Land cannot be used for construction of the
Project, then this Sublease and the Use Agreement shall
automatically terminate.

(c) Utilities. LESSEE, at its sole expense, shall bring or
cause to be brought to the Land and Project adequate connections
for water, electrical power, storm sewerage and sewerage, and shall
arrange with the appropriate utility companies for furnishing such
services. LESSEE shall have the right, at its own expense, to
request and receive telephone and communication services from the
utility companies furnishing such services subject to the customary
rules and regulations of said utility companies whether the
companies deliver such services directly through their own conduits
or pipes, or through conduits and pipes owned by LESSOR. LESSOR
agrees to grant such utility companies rights of access over, under
and across the remaining property of LESSOR as shall be necessary
and convenient for the efficient operation of the Premises, and
which do not materially impair, damage or disrupt the physical
facilities of the LESSOR or the public's enjoyment of the same.
Any construction or extension of facilities shall be subject to
prior written approval of LESSOR and shall be made without cost to
LESSOR.

(d) Sewerage. LESSEE shall at all times use its best
efforts to prevent entrance of objectionable quantities of
deleterious wastes into LESSOR's sewerage system, storm water
drainage system and conduit system as required by the applicable
governmental authority.
(e) Drains. Drains or other facilities provided by LESSEE for the purpose of disposing of storm or other waters shall conform to the requirements of applicable governmental authorities.

SECTION 11. ENCUMBRANCES. Unless otherwise agreed to in writing, neither LESSEE’s subleasehold interest in the Land nor LESSEE’s fee title to the Project shall be subject to any encumbrances other than by this leasehold interest created herein, or easements created pursuant hereto. LESSEE has no authority to subject LESSOR’S leasehold to any liens or encumbrances. No act taken pursuant to or in furtherance of this Agreement shall be or be construed to be, a pledge of the credit of the State of Florida, or any agency, political subdivision, department or board thereof, or of COUNTY.

SECTION 12. ASSIGNMENT AND SUBLETTING.

(a) Notice. Except as otherwise agreed to in the Use Agreement, LESSEE shall not assign, sublet, or transfer any portion of its interest in this Sublease without LESSOR’s prior written approval.

(b) Bound By Terms. Any assignment, Sublease, sale or transfer shall not relieve LESSEE of any of its responsibilities and obligations under this Sublease or under the Use Agreement. All assignees, sublessees or transferees shall be subject to, and bound by all of the applicable terms and conditions contained in this Sublease and the Use Agreement, unless LESSOR otherwise agrees upon giving its consent.
SECTION 13. **UTILITY EASEMENTS.** LESSOR reserves the right to grant nonexclusive utility easements, licenses, rights-of-way and other rights or privileges in the nature of easements to others over, under, through, across or on the Land; provided, however, that such grant is not detrimental to the use or operation of the Project, will not damage or disrupt the physical facilities of the Premises, and will not impose any cost upon LESSEE. Upon request of LESSEE, LESSOR shall grant such easements, licenses, rights-of-way and other rights or privileges in the nature of easements, over, under, through, across or on the Land which may be required for the construction or operation of the Project.

SECTION 14. **INDEMNIFICATION OF LESSOR.** To the extent permitted by law, LESSEE shall defend, protect, save, hold harmless and indemnify LESSOR, from and against any and all claims, demands, losses, costs, damages, liens, suits, judgments, penalties, expenses, and liabilities of any kind or nature whatsoever (including attorneys’ fees) which are caused by any negligent acts or omissions of LESSEE, its officers, employees, or agents. Nothing in this Sublease shall be deemed to affect the rights, privileges, and immunities afforded the State of Florida, the BOR, FIU, and COUNTY by law.

SECTION 15. **LANDSCAPING.** LESSEE, at its own cost and expense (which cost is part of the budget set forth in Exhibit "C"), shall install complete landscaping upon the Premises in a manner satisfactory to LESSOR and in compliance with governmental requirements pertaining to landscaping. LESSEE’s landscaping plans
shall be submitted to LESSOR for review and approval as provided in Section 5 of this Sublease.

SECTION 16. TAXES, FEES AND LICENSES.

(a) Both parties shall be responsible for their respective tax, fee, and license obligations, if any, relating to this Sublease.

(b) It is believed that LESSOR and LESSEE are exempt from ad valorem taxation on their respective facilities which are used for public purposes. However, should the Premises or any interest therein or improvement thereon ever become subject to any taxes fees or license obligations of any kind, LESSEE agrees to be responsible for any and all such lawful taxes which at any time may be levied by any taxing authority upon the Premises, or any interest in this Sublease, or any possessory right which LESSEE may have in or to the Premises or the improvements thereon by reason of its use or occupancy thereof or otherwise.

(c) Right to Contest. Notwithstanding the above, LESSEE shall, after notifying LESSOR of its intention to do so, have the right in its own name or behalf, or in the name and behalf of LESSOR, to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax fee or assessment, and in connection with such contest LESSEE may refrain from paying such tax or assessment so long as such contest will not, in the opinion of LESSOR’s attorney, subject any part of the Premises to forfeiture or loss, in which event such taxes, shall be paid promptly. LESSOR shall, upon request by LESSEE, assist and
cooperate with LESSEE in any such proceedings; provided, however, that LESSOR shall have no obligation to incur any cost or expenses in connection with the rendering of such assistance. This provision shall in no way be construed as restricting LESSOR from contesting the legality of such tax or assessment if it so desires.

SECTION 17. USE AGREEMENT. Concurrent with the execution of this Sublease, LESSOR and LESSEE shall execute a Use Agreement which recognizes LESSEE's right to use the Facility for limited purposes during limited periods of each year of this Sublease and further recognizes the rights of those entities which have then existing contracts or arrangements to use the COUNTY's football stadium located in Tamiami Park. A list of the LESSEE'S existing contracts and arrangements for use of the existing football stadium is attached hereto as Exhibit "D" and made a part hereof.

SECTION 18. DEFAULT BY LESSEE. Each of the following events shall be deemed a default by LESSEE and a breach of this Sublease:

(a) If LESSEE shall fail to comply with any material covenant or condition of this Sublease and such failure continues after written notice of the breach and a reasonable opportunity to cure is provided.

(b) If LESSEE shall default in the performance of any covenant or condition of the Use Agreement on its part to be observed and performed thereunder and such failure continues after written notice of the breach and a reasonable opportunity to cure is provided.
SECTION 19. REMEDIES OF LESSOR. Upon the occurrence of an event of default as set forth in Section 18, LESSOR may then terminate this Sublease upon written notice to LESSEE. Upon termination, LESSOR and LESSEE shall negotiate a new ground lease, which may obligate LESSEE to pay rent to LESSOR on different terms. Should litigation be necessary to enforce the terms of this Sublease, the prevailing party shall be entitled to recover from any and all damages and costs, including a reasonable attorney’s fee.

A termination of this Sublease shall also terminate render the Use Agreement null and void.

SECTION 20. NO WAIVERS. No waiver by LESSOR at any time of any of the terms or conditions of this Sublease, or non-compliance therewith, shall be deemed a waiver of the right to insist upon full compliance thereafter.

SECTION 21. INVALIDITY OF SUBLEASE. In the event a suit or other proceeding results in this Sublease or any part of it being declared void or invalid, the parties agree to renegotiate in an effort to arrive at a valid agreement which will be legal and satisfactory to both parties.

SECTION 22. QUIET ENJOYMENT. LESSOR agrees that LESSEE, upon observing and keeping the agreements and covenants of this Sublease on its part to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Land, during the term of this Sublease, without hindrance from LESSOR or anyone claiming by, through or under LESSOR, except as provided in Section 24.
SECTION 23. TERMS BINDING UPON SUCCESSORS. All the terms, conditions and covenants of this Sublease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto and upon anyone claiming by, through or under the parties.

SECTION 24. CONDEMNATION. In the event that any government, including the State of Florida, or any corporation, public or private, shall by virtue of eminent domain or condemnation proceedings, or by purchase in lieu thereof, at any time during the term of this Sublease acquire title to the Premises (which for the purpose of this section only shall include not only the Land hereby demised but also the Project and other improvements erected thereon by LESSEE) or acquire title to such substantial portion thereof so that LESSEE cannot make use of the residue for the purposes intended by this Sublease, such acquisition of title shall terminate this Sublease, effective as of the date on which the condemning party takes possession thereof. If such taking is subsequent to the commencement of construction of the Project, LESSOR and LESSEE shall be entitled to separate awards. Prior to or during construction of the Project, if the condemning party acquires title to a portion of the Premises only, and LESSEE can make beneficial use of the residue thereof for the purposes intended by this Sublease, then this Sublease shall continue in full force and effect. The proceeds of condemnation after payment of reasonable attorney's fees and other necessary expenses incurred by either party in connection therewith shall be applied first to
the repair of restoration of the improvements by LESSEE in accordance with plans and specifications approved by LESSOR. Any remaining balance of the condemnation proceeds shall be divided between the parties according to the proportion of their ownership or leasehold interests in the Premises which were taken. The foregoing provisions do not restrict the right of LESSOR or LESSEE to appeal an award mad~ by court or other public agency in any condemnation proceeding.

SECTION 25. MISCELLANEOUS.

(a) Laws of Florida Govern. This Sublease shall be governed by, and be construed in accordance with, the laws of the State of Florida.

(b) Force Majeure. Unless otherwise provided herein, neither party shall be responsible for any delay in their performances which is caused by acts of God, war, national emergency, labor strike, shortages of material, or governmental regulations or control.

(c) Notice and Delivery. Where notice is required or desired to be given hereunder, it shall be in writing and served or delivered either in person or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to LESSEE: c/o Director
Dade County Parks and Recreation Dept.
50 SW 32nd Road
Miami, Florida 33129

County Manager
Metropolitan Dade County
111 N.W. 1st street, ste. 2910
Miami, Florida 33128
with a copy to: Executive Director
Dade County Youth Fair and Exposition
10901 Coral Way
Miami, Florida 33165

If to LESSOR: vice President, Business & Finance
Florida International University
Miami, Florida 33199

with a copy to: Chancellor
Board of Regents
Florida Education Center
Tallahassee, Florida 32399-1950

or such other address or party as may be designated from time to time in writing.

(d) Entire Agreement. This Sublease and the Use Agreement contain the entire agreement between LESSOR and LESSEE with respect to the terms and conditions of the Ground Sublease for the Project. Any change, modification, release, discharge or waiver of any provision contained herein shall be of no force, effect, or value, unless in writing and signed with the same formalities as this Sublease by the party to be bound.

(e) Relationship of the Parties. Nothing in this Sublease shall be deemed to create a partnership or joint venture, nor shall the relationship between the parties be construed as principal and agent, or other than Lessor and Lessee. Nothing in this agreement shall be deemed to give one party permission to use the names, marks and logos of the other or to trade upon or do business on the credit of the other party.

(f) Memorandum of Lease. Upon the execution of this Sublease, the parties shall execute a Memorandum of Lease for recording in a form suitable to LESSOR and LESSEE.
(g) Captions. The captions of this Sublease are inserted solely for convenience of reference, and under no circumstances shall they be treated or construed as part of, or as affecting, this Sublease.

(h) Contingency Statement. All of LESSOR's obligations under this Sublease and the Use Agreement are subject to and contingent upon an appropriation from the Legislature for the purposes required.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Sublease to be executed in ten copies, any of which may be considered an original, the day and year first above written.

LESSEE:

METROPOLITAN DADE COUNTY

By: ________________________________

COUNTY MANAGER

ATTEST: ____________________________

COUNTY CLERK

LESSOR:

THE BOARD OF REGENTS OF THE
STATE UNIVERSITY SYSTEM, STATE
OF FLORIDA for and on behalf of
FLORIDA INTERNATIONAL UNIVERSITY

By: ________________________________

chancellor

ATTEST: ____________________________
DADE COUNTY YOUTH FAIR & EXPOSITION, INC.

Assented to By: 

By: ~ XCUtiV-~tor

ATTEST: 

R. Ray Lazzara
EXHIBIT "D"

LIST OF EXISTING CONTRACTS AND ARRANGEMENTS:

None
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