

monthly report listing of all Change Orders with sufficient details to enable the review by them of the Change Orders for consistency with the terms of this Agreement.

**5.9 Cost Savings.** The Parties shall use good faith efforts to achieve cost savings through the various stages of the Project and shall allocate the cost savings as set forth herein. The Parties will work together throughout the design of the Facility to ensure that (1) the design and specifications reflect the materials typically installed in Major League Baseball Spring Training facilities, (2) that quantities of features are generally comparable to other Major League Baseball Spring Training facilities, (3) that any recycled and/or re-used materials are considered, when appropriate, and (4) that specified building equipment and materials are of types and installation details typical to Sarasota County, Florida. The Construction Administrator shall conduct, or cause to be conducted, design reviews to ensure consistency with the above listed requirements and to identify opportunities for cost savings. Cost savings will be applied to reduce the total amount of the WVID Debt, dollar for dollar by such reduction in the Project Budget, or otherwise to the benefit of ANLBC, subject to the Custodian Agreement and/or the Note Purchase Agreement.

**5.10 Off-Site Infrastructure and Irrigation Improvements.**

5.10.1. Subject to the terms and conditions of this Section 5.10 and the other provisions of this Agreement and subject to the Off-Site Infrastructure and Irrigation Improvements Agreement (of which ANLBC shall be a third party beneficiary), WVID shall be responsible for the management of the design and construction of the Off-Site Infrastructure Work and the Irrigation Improvements Work.

5.10.2. WVID agrees to use commercially reasonable efforts to coordinate its schedule for the Off-Site Infrastructure Work with the Contractor's Project Schedule relative to required delivery dates of the Off-Site Infrastructure. WVID shall complete the Off-Site Infrastructure Work so as to allow the Off-Site Infrastructure Work to be completed by the Braves Completion Deadline. **Exhibit E** contains a description of all material elements that comprise the Off-Site Infrastructure. None of the Off-Site Infrastructure elements listed in **Exhibit E** may be amended or deleted without the prior written approval of ANLBC.

5.10.3. WVID will use good faith, commercially reasonable efforts to construct the Irrigation Improvements, but does not guarantee that such water source will provide sufficient irrigation water for the needs of the Facility. Subject to Section 3.6.1, WVID shall invoice ANLBC in accordance with the Facility Operating Agreement monthly for such irrigation water, or within such other timeframe that is consistent with irrigation usage invoicing for other properties within WVID as determined by WVID, which rate shall be determined through WVID approved rate-making proceedings consistent with Public Laws. The rate analysis shall take into consideration the following customary and reasonable costs of WVID and consistent with other similarly utilized properties within the District: (i) operation and maintenance; (ii) capital improvements; and (iii) fees for water sources, which include reclaimed water and groundwater well capacity owned by an affiliate of the Developer. WVID agrees to cooperate with ANLBC to provide information related to the Irrigation Improvements.