

FAU FINANCE CORPORATION

Friday, May 7, 2010

SUBJECT: REQUEST FOR APPROVAL OF FEE LETTER AND COMMITMENT LETTER TO REGIONS BANK FOR THE FINANCING OF THE FAU STADIUM.

PROPOSED FAU FINANCE CORPORATION ACTION

Approve the Fee Letter and Commitment Letter to Regions Bank for the financing of the FAU Stadium, and delegate to the Chair of the FAU Finance Corporation authority to amend such Letters as necessary, execute such Letters and enter into negotiations for related documents and agreements.

BACKGROUND INFORMATION

Florida Atlantic University in February 2010 issued an Invitation to Negotiate (ITN) for the financing of the FAU Stadium, contemplating a borrowing by the FAU Finance Corporation of up to \$62 Million. The University received six responses to the ITN, of which three were for comprehensive services and three were for trustee services. Upon the advice of the FAU Financial Advisor hired for this project, Craig Dunlap of Dunlap & Associates, Inc., presentations were made by three banks to FAU for comprehensive services. The bank that best meets the need of FAU to finance the stadium, Regions Bank, was awarded the opportunity to further negotiate with the University to provide financing for this project to the FAU Finance Corporation.

As part of its response to the ITN, the Regions Bank proposal includes a commitment to lend up to \$35 Million of the total debt amount of \$62 Million and to arrange a syndicate of financial institutions to provide the remaining \$27 Million balance of the debt. Under this proposal, Regions Bank will be the Administrative Agent for the debt and will serve as Lead Arranger for the syndicate. In order for Regions Bank to proceed as the Lead Arranger of the syndicate, it is necessary that the FAU Finance Corporation enter into a Fee Letter and a Commitment Letter with Regions Bank to provide these services. The undertakings and obligations of Regions Bank under these Letters are subject to execution and delivery of mutually acceptable loan documentation, including a credit agreement incorporating the terms and conditions outlined within the Letters. The terms and conditions of the debt and any related documents or

agreements are subject to the further approval of the FAU Board of Trustees and the Florida Board of Governors.

Supporting Documentation: Proposed Fee Letter and Commitment Letter from Regions Bank and Term Sheet

Presented by: Dennis Crudele, Senior Vice President for Finance

Phone: 561-297-3266



April __, 2010

The FAU Finance Corporation
c/o David Kian
General Counsel
Office of the General Counsel
Florida Atlantic University
Administration Building, Room 370
777 Glades Road
Boca Raton, Florida 33431

Re: Up To \$62,000,000 Senior Credit Facility

Ladies and Gentlemen:

The FAU Finance Corporation (“you” or the “Borrower”) have advised Regions Bank (“Regions Bank”) and Regions Capital Markets, a division of Regions Bank (“RCM” and, together with Regions Bank, “Regions”) that the Borrower desires to enter into a senior credit facility in an aggregate principal amount of up to \$62,000,000 (the “Senior Credit Facility”), as more fully described in the Summary of Principal Terms and Conditions attached hereto as Annex I (the “Term Sheet” and together with this letter, the “Commitment Letter”). Regions understands that the proceeds of the Senior Credit Facility will be used, together with other available funds of the Borrower, to (i) finance the construction, acquisition and equipping of a new 30,000 seat football stadium on the campus of Florida Atlantic University in Boca Raton, Florida, additional stadium parking and other associated athletic and infrastructure improvements, (ii) fund required reserves; and (iii) pay transaction fees, costs and expenses related to the Senior Credit Facility. The date on which the credit agreement evidencing the Senior Credit Facility closes is referred to as the “Closing Date”.

In connection with the foregoing, you have requested that: (i) Regions Bank agree to serve as the sole and exclusive administrative agent (in such capacity, the “Administrative Agent”) for the Senior Credit Facility and provide a commitment to lend up to \$35,000,000 of the Senior Credit Facility and (ii) RCM serve as sole lead arranger and book runner (in such capacities, the “Lead Arranger”) for the balance of the Senior Credit Facility, and in such capacities to use its commercially reasonable efforts to form a syndicate of financial institutions (together with Regions Bank, the “Lenders”) reasonably acceptable to you for the Senior Credit Facility.

Subject to the terms and conditions in the Commitment Letter (including the Term Sheet), Regions Bank is pleased to confirm its commitment to lend up to \$35,000,000 of the Senior Credit Facility and its willingness to act as Administrative Agent for the Senior Credit Facility. RCM is also pleased to confirm its willingness to act as Lead Arranger for the Senior Credit Facility.

A. Terms and Conditions of the Senior Credit Facility

The principal terms and conditions of the Senior Credit Facility shall include those set forth in the Term Sheet. In addition, the Lead Arranger, on behalf of the Lenders, may require certain other customary terms and conditions found in a credit facility of this type, which may not be specifically listed in the Term Sheet. Regions understands that all of the terms and conditions of the Senior Credit Facility and any subsequent definitive credit agreements and other legal documents are subject to the further approval of the Florida Atlantic University Board of Trustees (“BOT”) and the Florida Board of Governors (“BOG”), in each party’s sole and absolute discretion. Borrower agrees to use commercially reasonable efforts to secure such approvals on or before the Closing Date. In

no event shall this Commitment Letter serve to (i) bind either the BOT or the BOG in any respect or (ii) create any liability of the Borrower until such time as the BOT and BOG approve the Senior Credit Facility.

B. Syndication

The Lead Arranger agrees to use commercially reasonable efforts to syndicate the portion of the Senior Credit Facility that Regions Bank does not commit to provide. The Lead Arranger will manage and control all aspects of the syndication of the Senior Credit Facility in consultation with Regions Bank and the Borrower, including the timing of all offers to potential Lenders, the allocation of commitments, and the determination of compensation and titles (such as co-agent, managing agent, etc.) given, if any, to such Lenders. The Borrower agrees that no additional agents, co-agents, underwriters or arrangers will be appointed, or other titles conferred, without the prior written consent of the Lead Arranger and that no Lender will receive any compensation for its commitment to, or participation in, the Senior Credit Facility except as expressly set forth in the Term Sheet or the Fee Letter (as defined below), or as otherwise agreed to and offered by the Lead Arranger.

As consideration for the undertakings and the obligations of Regions hereunder, the Borrower agrees to cooperate in such syndication process and to take such reasonable action as Regions may request to assist the Lead Arranger in forming a syndicate of Lenders acceptable to Regions and the Borrower. The Borrower's assistance may include, but not be limited to: (i) providing and causing its advisors to provide Regions and the other Lenders upon request with all information reasonably deemed necessary by the Lead Arranger to complete the syndication, including, but not limited to, information and evaluations prepared by you and your advisors, or on your behalf, relating to the transactions contemplated hereby (including the Projections (as hereinafter defined), the "Information"), (ii) assisting in the preparation of an Information Memorandum (the "Information Memorandum") and other materials to be used in connection with the syndication of the Senior Credit Facility (collectively with the Term Sheet, the "Information Materials"), (iii) using reasonable efforts to facilitate benefits to the syndication efforts of the Lead Arranger from your existing banking relationships, and (iv) otherwise assisting Regions Bank and the Lead Arranger in their syndication efforts, including by making your officers and advisors available from time to time to attend and make presentations regarding the business and prospects of the Borrower and its subsidiaries, as appropriate, at one or more meetings of prospective Lenders.

C. Fees

The fees payable to Regions Bank and RCM in connection with their obligations hereunder are set forth in that certain letter agreement dated the date hereof, executed by Regions Bank and RCM and acknowledged and agreed to by the Borrower (the "Fee Letter"), and shall become due and payable upon the conclusion of the closing of the Senior Credit Facility on the Closing Date. The obligations of Regions pursuant to this Commitment Letter are subject to the execution and delivery of the Fee Letter by the Borrower, which Fee Letter constitutes an integral part of this Commitment Letter.

D. Conditions Precedent

The undertakings and obligations of Regions under this Commitment Letter are subject to: (i) the preparation, execution and delivery of mutually acceptable loan documentation, including a credit agreement incorporating substantially the terms and conditions outlined in this Commitment Letter; (ii) the absence of a material adverse change in the business, condition (financial or otherwise), operations, liabilities (contingent or otherwise), properties or prospects of the Borrower and its subsidiaries or affiliates, taken as a whole as of January 1, 2010; (iii) the absence of any material adverse conditions in the loan syndication, financial or capital markets generally, that, in the judgment of the Lead Arranger would impair the syndication of the Senior Credit Facility; (iv) the accuracy of all representations that you or your affiliates make to Regions (including those in Section E below) and all information that the Borrower furnishes to Regions; (v) the absence of (x) any information or other matter being disclosed after the date hereof and (y) Regions becoming aware of any information, that, in either case is inconsistent in a material and adverse manner with any information or other material disclosed to Regions; (vi) the completion, and the Borrower's reasonable cooperation in connection with, our legal, tax, accounting, business, financial, environmental and ERISA due diligence concerning the Borrower and its subsidiaries, and Regions satisfaction in all material respects with the results thereof; (vii) the payment in full of all fees, expenses and other

amounts payable hereunder and under the Fee Letter; (viii) the compliance by you with the provisions of this Commitment Letter; (ix) an initial closing of the Senior Credit Facility on or prior to June 30, 2010; (x) commitments having been received from Lenders for the remaining up to \$27,000,000 of the Senior Credit Facility on the terms and conditions referred to herein and in the Term Sheet and (xi) the satisfaction of the other conditions set forth in the Term Sheet.

E. Information.

The Borrower represents to Regions that, to the best of its knowledge and belief: (i) all information that has been or will be made available to Regions by the Borrower or any of its representatives (or on your or their behalf) in connection with any aspect of the transactions contemplated by this Commitment Letter (other than the Projections) (the "Information") is or will be, when furnished, complete and correct in all material respects and does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading; (ii) all financial projections concerning the Borrower and its subsidiaries that have been or are hereafter made available to Regions or the Lenders by you or any of your representatives (or on your or their behalf) (the "Projections") have been or will be prepared in good faith based upon reasonable assumptions. The Borrower agrees to supplement the Information and the Projections from time to time until the Closing Date so that the representations contained in this Section E remain correct. In issuing the commitments and undertakings hereunder and in arranging and syndicating the Senior Credit Facility, Regions Bank and the Lead Arranger shall be entitled to use and rely on the accuracy of the Information and the Projections without responsibility for independent verification thereof. The Borrower further represents and warrants that this Commitment Letter has been duly authorized by, and validly executed and delivered by, the Borrower.

The Borrower acknowledges that Regions on behalf of the Borrower will make available Information Materials to the proposed syndicate of Lenders by posting the Information Materials on SynTrak or another similar electronic system. In connection with the syndication of the Senior Credit Facility, unless the parties hereto otherwise agree in writing, the Borrower shall be under no obligation to provide Information Materials suitable for distribution to any prospective Lender (each, a "Public Lender") that has personnel who do not wish to receive material non-public information (within the meaning of the United States federal securities laws, "MNPI") with respect to the Borrower or its affiliates, or the respective securities of any of the foregoing. The Borrower agrees, however, that the definitive credit documentation will contain provisions concerning Information Materials to be provided to Public Lenders and the absence of MNPI therefrom. Prior to distribution of Information Materials to prospective Lenders, the Borrower shall provide Regions with a customary letter authorizing the dissemination thereof.

The Borrower authorizes the Lead Arranger and its affiliates, including Regions Bank, to share with each other, and to use, credit and other confidential or non-public information regarding the Borrower to the extent permitted by applicable laws and regulations and for the purpose of performing their obligations under this Commitment Letter and the Senior Credit Facility.

F. Limitation of Damages

1. Limitation of Damages. The Borrower agrees that Regions Bank, RCM, each other Lender, each of their respective affiliates and each of their respective directors, officers, employees, agents, representatives, legal counsel, and consultants (each, a "Lender-related Person") shall not have any liability (whether direct or indirect, in contract or tort or otherwise) to the Borrower or its subsidiaries or affiliates or to its respective equity holders or creditors arising out of, related to or in connection with any aspect of the transactions contemplated hereby, except to the extent of direct, as opposed to special, indirect, consequential or punitive, damages to have resulted from such Lender-related Person's negligence or willful misconduct or breach of this Commitment Letter, the Fee Letter, the Senior Credit Facility or any of the loan documents.

2. CONSEQUENTIAL DAMAGES. NO LENDER-RELATED PERSON SHALL BE RESPONSIBLE OR LIABLE TO THE BORROWER OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES THAT MAY BE ALLEGED AS A RESULT OF

THIS COMMITMENT LETTER, THE FEE LETTER, THE SENIOR CREDIT FACILITY OR ANY OF THE LOAN DOCUMENTS OR ANY TRANSACTION CONTEMPLATED BY THIS COMMITMENT LETTER.

G. Miscellaneous

1. Effectiveness. This Commitment Letter shall constitute a binding obligation of Regions for all purposes immediately upon the acceptance hereof by the Borrower in the manner specified below. Notwithstanding any other provision of this Commitment Letter, the commitments and undertakings of Regions set forth herein shall not be or become effective for any purpose unless and until this Commitment Letter and the Fee Letter shall have been accepted by the Borrower in the manner specified below.

2. Termination. Unless this Commitment Letter and the Fee Letter have been executed by the Borrower and delivered to Regions, prior to 5:00 p.m., Eastern Standard Time, on _____, 2010, the commitments and obligations of Regions under this Commitment Letter shall terminate on such date. If this Commitment Letter and the Fee Letter are executed and delivered by the Borrower to the Lead Arranger, in accordance with the preceding sentence, all commitments and undertakings of the parties hereunder shall terminate on June 30, 2010, unless the definitive credit agreement and other legal documents related to the Senior Credit Facility have been executed and delivered on or prior to such date (it being agreed that the parties hereto will work diligently to achieve this schedule). In consideration of the time and resources that Regions will devote to the Senior Credit Facility, you agree that, until such expiration, you will not solicit, initiate, entertain or permit, or enter into any discussions in respect of, any offering, placement or arrangement of any competing senior credit facility or facilities for the Borrower and its subsidiaries. Furthermore, by acceptance of this Commitment Letter, any other commitments outstanding with respect to the Senior Credit Facility by Regions will be terminated. The commitments and undertakings of the parties hereunder may be terminated by either party if the other party fails to perform its obligations under this Commitment Letter and the Fee Letter on a timely basis.

3. No Third-Party Beneficiaries. This Commitment Letter is solely for the benefit of the Borrower, Florida Atlantic University, Regions, and the Lender-related Persons; no provision hereof shall be deemed to confer rights on any other person or entity.

4. No Assignment; Amendment. This Commitment Letter and the Fee Letter may not be assigned by the Borrower or Regions to any other person or entity; provided, that, without limiting the foregoing restriction, all of the obligations of the Borrower hereunder and under the Fee Letter shall be binding upon the successors and assigns of the Borrower and Regions, respectively. No amendment, waiver or modification of any provision hereof shall in any event be effective unless in writing and signed by the parties hereto and then only in the specific instance and for the specific purpose for which given. The section headings contained herein have been inserted as a matter of convenience of reference and are not part of this Commitment Letter.

5. Use of Name and Information. The Borrower agrees that any references to Regions or any of its affiliates made in connection with the Senior Credit Facility are subject to the prior approval of Regions. Regions shall be permitted to use information related to the syndication and arrangement of the Senior Credit Facility in connection with marketing, press releases or other transactional announcements or updates provided to investor or trade publications; including, but not limited to, the placement of "tombstone" advertisements in publications of its choice at its own expense.

6. **GOVERNING LAW. THIS COMMITMENT LETTER AND THE FEE LETTER WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.**

7. **WAIVER OF TRIAL BY JURY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE BORROWER AND REGIONS WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS COMMITMENT LETTER, THE FEE LETTER OR ANY OTHER DOCUMENTS CONTEMPLATED HEREBY.** The Borrower and Regions irrevocably and unconditionally submit to the exclusive jurisdiction of any state court in the State of Florida or the

United States District Court for the Southern District of Florida for the purpose of any suit, action or proceeding arising out of or relating to this Commitment Letter or the Fee Letter. Each of the Borrower and Regions irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in any such court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. A final judgment in any such suit, action or proceeding brought in any such court may be enforced in any other courts to whose jurisdiction the Borrower or Regions are or may be subject, by suit upon judgment.

8. Survival. The obligations and agreements of the Borrower contained in the last paragraph of Section E, Section F, and paragraphs 2, 6, 7, and 9 of this Section G shall survive the expiration and termination of this Commitment Letter.

9. Confidentiality. The Borrower will not disclose or permit disclosure of this Commitment Letter, the Fee Letter nor the contents of the foregoing to any person or entity (including, without limitation, any Lender other than Regions), either directly or indirectly, orally or in writing, except (i) to the Borrower's officers, directors, agents, advisors, and legal counsel who are directly involved in the transactions contemplated hereby, in each case on a confidential basis or (ii) as required by law, including Florida's Public Records Laws and Florida's Open Meetings Act (in which case the Borrower agrees to inform Regions promptly thereof); provided, however, it is understood and agreed that the Borrower may disclose this Commitment Letter (including the Term Sheet) but not the Fee Letter after your acceptance of this Commitment Letter and the Fee Letter, in filings with the Securities and Exchange Commission and other applicable regulatory authorities and stock exchanges. Regions hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "Patriot Act"), it and its affiliates are required to obtain, verify and record information that identifies the Borrower, which information includes the name, address, tax identification number and other information regarding the Borrower that will allow Regions to identify the Borrower in accordance with the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act and is effective for Regions and its affiliates. Regions acknowledges that this Commitment Letter and the Fee Letter may be disclosed to and discussed with the Borrower's Board of Directors, the BOT and the BOG at public meetings held for the purposes of securing each body's approval on Borrower's agreements hereunder.

10. Counterparts. This Commitment Letter and the Fee Letter may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. Delivery of a counterpart hereof via facsimile transmission shall be as effective as delivery of a manually executed counterpart hereof.

11. No Fiduciary Duty. The Borrower acknowledges and agrees that (i) the commitment to and syndication of the Senior Credit Facility pursuant to this Commitment Letter are an arm's-length commercial transaction between the Borrower, on the one hand, and Regions, on the other, and you are capable of evaluating and understanding, and do understand and accept, the terms, risks and conditions of the transactions contemplated by this Commitment Letter, (ii) in connection with the transactions contemplated hereby and the process leading to such transactions, Regions is and has been acting solely as a principal and is not the agent or fiduciary of the Borrower or its affiliates, stockholders, creditors, employees or any other party, (iii) Regions has not assumed an advisory responsibility or fiduciary duty in favor of the Borrower with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether Regions has advised or are currently advising the Borrower on other matters) and Regions does not have any obligation to the Borrower except those expressly set forth in this Commitment Letter, (iv) Regions and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its affiliates, and Regions shall not have any obligation to disclose any of such interests by virtue of any fiduciary or advisory relationship as a consequence of this Commitment Letter, (v) Regions has not provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby and the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate, and (vi) Regions and its affiliates may be engaged in a broad range of transactions that involve interest that differ from the Borrower's and those of the Borrower's affiliates, and Regions has no obligation to disclose any of such interests to the Borrower or its affiliates. The Borrower waives and releases, to the fullest extent permitted by law, any claims that it may have against Regions with respect to any breach or alleged breach of fiduciary duty as a consequence of this Commitment Letter.

12. Entire Agreement. Upon acceptance by the Borrower as provided herein, this Commitment Letter and the Fee Letter referenced herein shall supersede all understandings and agreements between the parties to this Commitment Letter in respect of the transactions contemplated hereby. Those matters that are not covered or made clear herein or in the Term Sheet or the Fee Letter are subject to mutual agreement of the parties.

[Signatures on Following Page]

We look forward to working with you on this important transaction.

Very truly yours,

REGIONS BANK

By: _____
Name:
Title:

**REGIONS CAPITAL MARKETS, A DIVISION OF REGIONS
BANK**

By: _____
Name:
Title:

ACCEPTED AND AGREED
this ____ day of _____, 2010

THE FAU FINANCE CORPORATION

By: _____
Name:
Title:

ANNEX I
Summary of Principal Terms and Conditions of
The FAU Finance Corporation
Up To \$62,000,000 Senior Credit Facility

Capitalized terms not otherwise defined herein have the same meanings as specified therefore in the commitment letter (the "Commitment Letter") to which this Summary of Principal Terms and Conditions is attached.

Borrower: The FAU Finance Corporation, a not-for-profit corporation organized under Chapter 617, Florida Statutes and created to directly support the activities of Florida Atlantic University pursuant to Section 1004.28, Florida Statutes (the "Borrower").

Administrative Agent: Regions Bank ("Regions") will act as sole administrative agent (the "Agent").

Sole Lead Arranger and Sole Book Runner: Regions Capital Markets, a division of Regions Bank, will act as sole lead arranger and sole book runner (the "Lead Arranger").

Lenders: Regions and a syndicate of financial institutions acceptable to the Borrower, the Lead Arranger and the Agent (together, the "Lenders").

Senior Credit Facility: An aggregate principal amount of up to \$62,000,000 will be available through the following facilities:

(a) Term Facility (Tranche A): Either a \$50,000,000 tax-exempt term loan facility or a \$50,000,000 million taxable term loan facility (the "Tranche A Facility"), all of which will be drawn on the Closing Date (hereinafter defined) [**or which may be borrowed in multiple drawdowns during the period from the Closing Date until December 31, 2010 (the "Draw-Down Period").**] If a taxable term loan facility is utilized, it is expected that the Tranche A Facility will be issued as a Direct Subsidy Build America Bond.

(b) Term Facility (Tranche B): A \$12,000,000 million taxable term loan facility (the "Tranche B Facility"), all of which will be drawn on the Closing Date [**or which may be borrowed in multiple drawdowns during the Draw-Down Period.**]

The Tranche A Facility and the Tranche B Facility are collectively referred to herein as the "Senior Credit Facility."

Purpose: Proceeds of the Senior Credit Facility will be used, together with other available funds of the Borrower, to (i) finance the construction, acquisition and equipping of a new 30,000 seat football stadium on the campus of Florida Atlantic University in Boca Raton, Florida, additional stadium parking and other associated athletic and infrastructure improvements

(collectively, the “Project”), (ii) fund required reserves; and (iii) pay transaction fees, costs and expenses related to the Senior Credit Facility.

Closing Date: The execution of the definitive Credit Agreement and other loan documentation (collectively, the “Loan Documents”), to occur on or before June 30, 2010 (the “Closing Date”).

Maturity Date: Each of the Tranche A Facility and the Tranche B Facility shall be subject to repayment according to the Scheduled Amortization (hereinafter defined), with the final payment of all amounts outstanding, plus accrued interest, being due 30 years after the Closing Date, in the case of the Tranche A Facility, and 5 years after the Closing Date, in the case of the Tranche B Facility.

Put Option: The Loan Documents relating to the Tranche A Facility shall include a mandatory put option (the “Put Option”). Pursuant to the Put Option, the Lenders shall have the right to require the Borrower to purchase the Tranche A Facility on the 8th anniversary of the Closing Date (the “Initial Purchase Date”) for a purchase price equal to the outstanding principal amount thereof, plus interest accrued through the Initial Purchase Date. The Initial Purchase Date may be extended, subject to the terms of the Loan Documents or to the consent of the Required Lenders and appropriate amendments to the Loan Documents; provided that any Lender that does not consent to an extension of such Initial Purchase Date shall be entitled to have its interest in the Tranche A Facility purchased on the Initial Purchase Date.

Scheduled Amortization: Interest on the Tranche A Facility will be payable quarterly, commencing on the last day of the calendar quarter following the Closing Date. Principal on the Tranche A Facility will be payable annually, based on a 30-year straight line amortization schedule, commencing on July 1, 2013. Interest on the Tranche B Facility will be payable quarterly, commencing on the last day of the calendar quarter following the Closing Date. Principal reduction of the Tranche B Facility will be scheduled such that a 50% repayment of outstanding principal will become due and payable at the end of year 3 (from the Closing Date) and the remaining 50% repayment of outstanding principal will become due and payable at the end of year 5 (final maturity). The foregoing is referred to collectively as the “Scheduled Amortization.”

Collateral: The Borrower shall grant the Agent and the Lenders a valid and perfected first priority lien on the “Pledged Revenues” (subject to certain exceptions set forth in the Loan Documents). The Pledged Revenues will consist of the “Gross Project Operating Revenues” and “Non-Operating Revenues,” as such terms are more fully defined in the Loan Documents. Generally, (a) “Gross Project Operating Revenues” shall mean all of the gross income and revenues (after the payment of any applicable commissions), including fees, rentals or other charges received by the Borrower or derived by or on behalf of the Borrower, from the Borrower’s ownership and operation of the

Project, from students, faculty members, and others using or being served by or having the right to use, or having the right to be served by the Project, including game day and football season ticket sales, premium and priority seating, event parking and other parking revenues, novelties, concession revenues, net amounts received with respect to catering activities, Project naming rights, Project-related advertising and sponsorships, net lease and rental revenues from retail and commercial uses of the Project of any part thereof, facility use fees, capital gifts for the Project, and other revenues generated by the Project; and (b) “Non-Operating Revenues” shall mean 5% of student athletic fees, to the extent permitted by applicable Florida Statutes (based on the prior year’s actual collections), annual non-conference football away-game guaranties (in an amount equal to 50% of actual collections of such guaranties, not to exceed an annual total of \$1 million (pledged on a 50% basis as guarantees are collected), and interest income on all of the foregoing.

The Pledged Revenues shall ratably secure the Borrower’s obligations in respect of the Senior Credit Facility and any treasury management arrangements entered into with a Lender (or an affiliate thereof). The Borrower shall establish a depository account with the Trustee to which it shall deposit all Pledged Revenues. The Loan Documents shall contain provisions relating to the Borrower’s ability to access such Pledged Revenues both prior to and following an Event of Default with respect to the Senior Credit Facility and the Borrower shall enter into a Deposit Account Control Agreement with the Trustee evidencing the same (the “Deposit Account Control Agreement”). The parties acknowledge the Project will be operated and maintained by the University pursuant to an operating lease or management agreement with the Borrower. Non-Operating Revenues of the University will be deposited with the Trustee as received to perfect the security interest in the Non-Operating Revenues.

The Borrower has obtained a report entitled “Football Stadium Market and Financial Analysis Update” dated January 2010 from an independent consultant which includes estimates of market potential, demand and projected financial performance for the football stadium included in the Project. The Borrower will make such report available upon the Agent’s request, for distribution by Agent to Lenders and potential Lenders.

**Reserve Funds, Flow
of Funds &
Trustee:**

It is expected that the Loan Documents will provide for reserve funds and a flow of funds similar to the one described in Addendum II hereto and may include other funds deemed necessary by Regions and agreed to by the Borrower. This structure includes a Debt Service Reserve Fund for the Tranche A Facility, funded on the Closing Date in an amount equal to maximum annual debt service on that facility, and a Debt Service Reserve Fund for the Tranche B Facility, funded in an amount equal to maximum annual debt service on that facility. A restricted surplus fund (the “Restricted Surplus Fund”) will also be funded on the Closing Date in an amount equal to \$2 million. An additional minimum amount of \$500,000 of surplus funds

will be deposited annually to this fund until the amounts on deposit therein are equal to maximum annual debt service on the Senior Credit Facility. Monies on deposit in the Restricted Surplus Fund must be used to replenish draws on any Debt Service Reserve Fund. All operating expenses associated with the Project are required to be funded by or on behalf of the Borrower. Regions shall serve as trustee for the Senior Credit Facility (the “Trustee”).

Prepayments:

The Borrower may prepay the Tranche A Facility in whole or in part at any time without premium.

The Borrower may prepay the Tranche B Facility in whole or in part at any time without premium. It is anticipated, but not required, that the Borrower will apply capital campaign gifts to prepay the Tranche B Facility.

The Tranche A Facility and the Tranche B Facility will be subject to mandatory prepayment, in whole or in part, without premium, ratably, upon the total damage, destruction or condemnation of the Project.

Draw Requirements:

A portion of the proceeds of the Senior Credit Facility will be placed in a Construction Fund with the Trustee at closing. Draws from the Construction Fund shall be pursuant to requisition and monitored and approved by, and shall be subject to the reasonable requirements of, Regions. All plans and specifications for portions of the Project shall be subject to review and approval by Regions and an inspection agent selected by Regions, with the fees of the inspection agent to be paid by the Borrower. Prior to the initial construction disbursement, and/or any subsequent construction disbursement of any proceeds of the Senior Credit Facility, Regions shall be provided with the required, appropriate documentation as may be required by Regions or its legal counsel, including but not limited to the following items, to the extent not previously provided as a condition to closing: (a) satisfactory plan and cost review for the Project by an engineering firm acceptable to Regions, (b) copies of Plans and Specifications, (c) building permits, licenses, approved plat, utility letters and zoning letter, (d) Assignment of Plans and Specifications [what is this?], and (e) delivery of Builder’s All Risk and General Liability Insurance policy. All approvals required of Regions pursuant to this paragraph shall not be unreasonably withheld or delayed. In the event one of the lending banks in the syndicate fails to fund a draw from the Construction Fund, the remaining banks shall be obligated to fund such shortfall.

Conditions Precedent to Closing:

The closing and the initial extension of credit under the Senior Credit Facility will be subject to satisfaction of the conditions precedent deemed appropriate by the Agent and the Lenders including, but not limited to, the following:

- (1) Execution and delivery of Credit Agreement, promissory notes and other Loan Documents.

(2) Delivery of certified articles of incorporation, good standing certificates and certified copies of other organizational documents, including bylaws, authorizing resolutions of board of directors, and incumbency certificates for the Borrower.

(3) Delivery of favorable opinion of general counsel for the Borrower, and customary opinion of bond counsel to the Borrower, including with respect to the favorable status of the Tranche A Facility as a Direct Subsidy Build America Bond, if appropriate.

(4) Delivery of a duly executed officer's certificate, notice of initial borrowing and funds disbursement instructions.

(5) Delivery of certified copies of all consents, approvals, authorizations, registrations, or filings required to be made or obtained by the Borrower in connection with the Senior Credit Facility and the Project, and such consents, approvals, authorizations, registrations, filings and orders shall be in full force and effect and all applicable waiting periods shall have expired and no investigation or inquiry by any governmental authority regarding the Senior Credit Facility or any transaction being financed with the proceeds thereof shall be ongoing.

(6) Receipt and satisfactory review by the Agent of copies of (A) the audited financial statements for each of Florida Atlantic University and the FAU Foundation for their respective fiscal years ending June 30, 2009, and (B) such other financial information as the Agent may request.

(7) All filings, recordations and searches necessary or desirable in connection with the liens and security interests referred to above under Pledged Revenues shall have been duly made, including the filing of a UCC-1 financing statement and the execution and delivery of the Deposit Control Account Agreement; and all filing and recording fees and taxes shall have been duly paid. The Lenders shall be satisfied with the amount, types and terms and conditions of all insurance maintained by the Borrower and the Lenders may receive, if requested, endorsements naming the Agent, on behalf of the Lenders, as an additional insured or loss payee, as the case may be, under all insurance policies to be maintained with respect to the Project [NOTE: if FAU obtains the insurance under the State, we cannot name a third party as an additional insured. There could be a significant savings to the project if state insurance is obtained]. The Lenders shall have received satisfactory evidence that the Agent (on behalf of the Lenders) shall have a valid and perfected first priority (subject to certain exceptions to be set forth in the Loan Documents) lien and security interest in the Pledged Revenues. Perfection of the security interest in the Non Operating Revenues shall be perfected at the time of deposit with the Trustee.

(8) A fully executed design-build agreement for the Project, with a guaranteed maximum price, together with a fully executed Construction

Disbursement Agreement and other documentation required by the Loan Documents relating to the Project, including a Phase I environmental report.

Conditions to All Extensions of Credit:

Usual and customary for transactions of this type, including, without limitation, the following:

- (1) No default or event of default shall then exist or would result from such borrowing.
- (2) All representations and warranties shall continue to be true and correct on and as of the Closing Date [**and each subsequent draw under the Senior Credit Facility**].

Representations and Warranties:

Usual and customary for transactions of this type, including, without limitation, the following: (i) legal existence, qualification and power; (ii) due authorization and no contravention of law, contracts or organizational documents; (iii) governmental and third party approvals and consents; (iv) enforceability; (v) accuracy and completeness of specified financial statements and other information and no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a material adverse effect; (vi) no material litigation; (vii) no default; (viii) ownership of property (including disclosure of liens, properties, leases and investments); (ix) insurance matters; (x) environmental matters; (xi) tax matters; (xii) ERISA compliance; (xiii) identification of subsidiaries, equity interests and loan parties; (xiv) use of proceeds and not engaging in business of purchasing/carrying margin stock; (xv) status under Investment Company Act; (xvi) accuracy of disclosure; (xvii) compliance with laws; (xviii) intellectual property; (xix) solvency; (xx) no casualty; (xxi) collateral documents; and (xxii) Patriot Act and OFAC compliance.

Covenants:

Usual and customary for transactions of this type, including without limitation, the following:

- (a) Affirmative Covenants - (i) delivery of annual financial statements, annual budgets and forecasts, and quarterly officer's compliance certificates; (ii) delivery of certificates and other information; (iii) delivery of notices (of any default, material adverse condition, ERISA event, material change in accounting or financial reporting practices, disposition of property, sale of equity, incurrence of debt, change of debt rating); (iv) payment of obligations; (v) preservation of existence; (vi) maintenance of properties; (vii) maintenance of insurance; (viii) compliance with laws; (ix) maintenance of books and records; (x) inspection rights; (xi) use of proceeds; (xii) covenant to guarantee obligations, give security; (xiii) compliance with

environmental laws; (xiv) preparation of environmental reports; (xv) further assurances; (xvi) compliance with terms of leaseholds; and (xvii) lien searches; and (xviii) compliance with material contracts.

(b) Negative Covenants - Restrictions on (i) liens; (ii) additional indebtedness payable from Pledged Revenues (including guarantees and other contingent obligations); (iii) investment of amounts held by the Trustee; (iv) mergers and other fundamental changes; (v) sale, lease and other disposition of property or assets comprising the Project; (vi) use of other facilities for football games, other than away games and other pre-existing home game commitments; (vii) changes in the nature of business; (viii) transactions with affiliates; (ix) burdensome agreements; (x) use of proceeds; (xi) amendments of organizational documents; and (xii) changes in accounting policies or reporting practices, in each case with such exceptions as may be agreed upon in the Loan Documents.

(c) Financial Covenants - To include (but not be limited to) a debt service coverage ratio of 1.25 to 1:00 (excluding principal due on the Tranche B Facility), tested quarterly for the preceding twelve month period (each, a "Testing Period"), based on the ratio of Pledged Revenues to annual debt service on the Senior Credit Facility during the Testing Period.

Events of Default:

Usual and customary in transactions of this type, including, without limitation, the following: (i) nonpayment of principal, interest, fees or other amounts; (ii) failure to perform or observe covenants set forth in the Loan Documents within a specified period of time, where customary and appropriate, after such failure; (iii) any representation or warranty proving to have been incorrect when made or confirmed; (iv) bankruptcy and insolvency defaults (with grace period for involuntary proceedings); (v) inability to pay debts; (vi) monetary judgment defaults in an amount to be agreed and material nonmonetary judgment defaults; (vii) customary ERISA defaults; and (viii) actual or asserted invalidity or impairment of any Loan Documents.

Participations and Assignments:

Subject to the consents described below (which consents will not be unreasonably withheld or delayed), each Lender will be permitted to make assignments to other financial institutions in respect of the Tranche A Facility and/or the Tranche B Facility in a minimum amount equal to \$5 million.

The consent of the Borrower will be required for an assignment unless (i) an Event of Default has occurred and is continuing or (ii) the assignment is to a Lender, an affiliate of a Lender or an Approved Fund (as such term shall be defined in the Loan Documents). The consent of the Agent will be required for any assignment **[(i) in respect of an unfunded commitment under the Tranche A Facility and/or Tranche B Facility to an entity that is not a Lender with a commitment in respect of the applicable Facility, an**

affiliate of such Lender or an Approved Fund in respect of such Lender or (ii)] [NOTE: PLEASE CLARIFY (i) ABOVE] to an entity that is not a Lender, an affiliate of a Lender or an Approved Fund.

An assignment fee in the amount of \$3,500 to be paid by the assigning Lender will be charged with respect to each assignment unless waived by the Agent in its sole discretion. Each Lender will also have the right, without consent of the Borrower or the Agent, to assign as security all or part of its rights under the Loan Documents to any Federal Reserve Bank.

Lenders will be permitted to sell participations with voting rights limited to significant matters such as changes in amount, rate, maturity date and releases of all or substantially all of the collateral securing the Senior Credit Facility.

**Waivers and
Amendments:**

Amendments and waivers of the provisions of the Loan Documents will require the approval of Lenders holding loans and commitments representing at least 51% of the aggregate amount of the loans and commitments under the Senior Credit Facility (the “Required Lenders”), except that (a) the consent of each Lender shall be required with respect to (i) the amendment of the voting percentages of the Lenders and (ii) the release of all or substantially all of the collateral securing the Senior Credit Facility; (b) the consent of each Lender affected thereby shall be required with respect to (i) increases or extensions in the commitment of such Lender, (ii) reductions of principal, interest or fees, and (iii) extensions of scheduled maturities or times for payment and (c) the consent of the Lenders holding at least 51% of the aggregate amount of the loans and commitments under the Senior Credit Facility shall be required with respect to certain other matters.

Governing Law:

State of Florida, without regard to the principles of conflicts of laws thereof.

Other:

Each of the parties shall (i) waive its right to a trial by jury and (ii) submit to the jurisdiction of the State of Florida.

**ADDENDUM I
PRICING, FEES AND EXPENSES**

Interest Rates:

(a) Tranche A Facility:

[The interest rate per annum on the Tranche A Facility will be a fixed rate for the duration of the Tranche A Facility and will be set on the Closing Date, based upon the 7-year LIBOR swap rate as of the Closing Date plus 336 basis points.]

[During the Draw-Down Period, the interest rate per annum on the Tranche A Facility will be a variable rate based upon either of the following, at the Borrower's election: (i) the LIBOR rate as of any determination date plus 316 basis points; or (ii) the "Base Rate" plus 216 basis points. For purposes of the foregoing, the term "Base Rate" shall mean, as of any determination date, the highest of (x) the Regions prime rate, (y) the Federal Funds rate plus 0.50% or (z) the one-month LIBOR rate plus 1.00%. The Borrower may select interest periods of one, two or three months for the LIBOR rate, subject to availability.]

The interest rate per annum on the Tranche A Facility shall be converted to a fixed rate, commencing on December 31, 2010, for the remaining duration of the Tranche A Facility, based upon the 7-year LIBOR swap rate as of December 31, 2010 plus 336 basis points.]

(b) Tranche B Facility:

The interest rate per annum on the Tranche B Facility will be a variable rate for the duration of the Tranche B Facility based upon either of the following, at the Borrower's election: (i) the LIBOR rate as of any determination date plus 316 basis points; or (ii) the "Base Rate" plus 216 basis points. For purposes of the foregoing, the term "Base Rate" shall mean, as of any determination date the highest of (x) the Regions prime rate, (y) the Federal Funds rate plus 0.50% or (z) the one-month LIBOR rate plus 1.00%. The Borrower may select interest periods of one, two or three months for the LIBOR rate, subject to availability.

[In addition to interest due on the Tranche B Facility, undrawn amounts under the Tranche B Facility during the Draw-Down Period will be subject to an unused commitment fee of 50.0 basis points per annum.]

(c) Default Rate:

During the continuance of any default under the Loan Documents, the interest rate per annum on the Tranche A Facility and Tranche B Facility, respectively, shall increase by 2% per annum (subject, in all cases other than a default in the payment of principal when due, to the request of the Required Lenders).

Calculation of

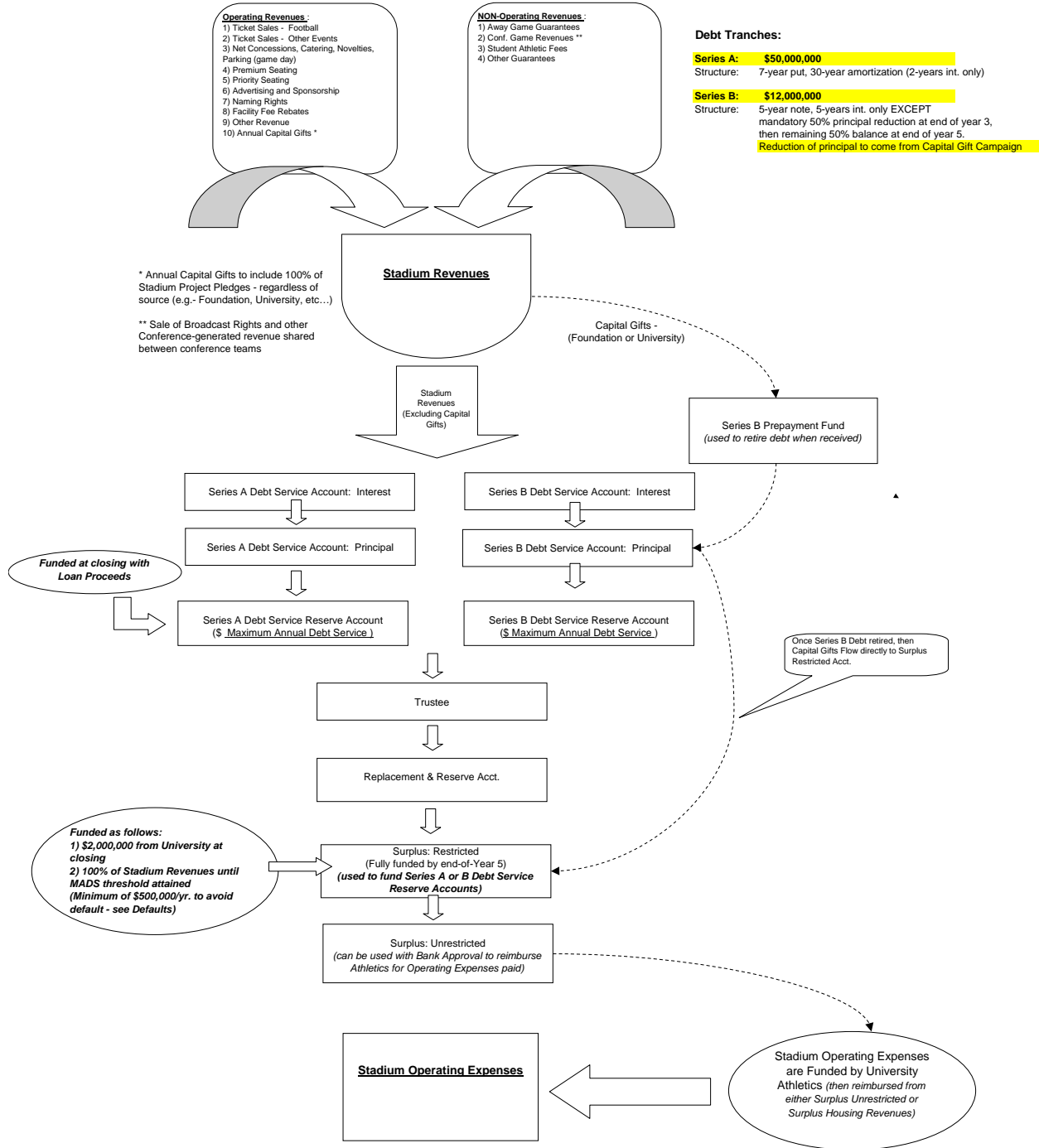
RM:7360503:3

Interest and Fees: All calculations of interest and fees shall be made on the basis of actual number of days elapsed in a 360 day year.

Cost and Yield Protection: Customary for transactions and facilities of this type, including, without limitation, in respect of breakage or redeployment costs incurred in connection with prepayments, changes in capital adequacy and capital requirements or their interpretation, illegality, unavailability, reserves without proration or offset and payments free and clear of withholding or other taxes.

Expenses: Upon the closing of the Senior Credit Facility, the Borrower will pay all reasonable costs and expenses associated with the preparation, due diligence, administration, syndication and closing of all Loan Documents (collectively, “the Expenses”), including, without limitation, the legal fees of counsel to the Agent and the Lead Arranger (to a maximum of \$30,000) In the event the Senior Credit Facility fails to close by June 30, 2010 (or such date thereafter as the parties may agree, each in their sole and absolute discretion), each party shall bear all its own costs, fees, and expenses, and Borrower shall not be liable for any of the Expenses.

ADDENDUM II RESERVE FUNDS AND FLOW OF FUNDS





April __, 2010

The FAU Finance Corporation
c/o David Kian
General Counsel
Office of the General Counsel
Florida Atlantic University
Administration Building, Room 370
777 Glades Road
Boca Raton, Florida 33431

Re: Up to \$62,000,000 Senior Credit Facility

Ladies and Gentlemen:

This letter (the "Fee Letter") sets forth certain fees payable by The FAU Finance Corporation (the "Borrower") in connection with the financing contemplated pursuant to the Commitment Letter dated the date hereof and provided herewith, among Regions Bank ("Regions Bank" or the "Administrative Agent"), Regions Capital Markets, a division of Regions Bank (the "Lead Arranger"), and the Borrower (the "Commitment Letter"). Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Commitment Letter and the Term Sheet attached to the Commitment Letter. In consideration of the agreements contained in the Commitment Letter, and contingent upon (i) the approval of the Senior Credit Facility and any subsequent definitive credit agreements and other legal documents by Florida Atlantic University Board of Trustees ("BOT") and the Florida Board of Governors ("BOG"), in each party's sole and absolute discretion, and (ii) the closing of the Senior Credit Facility on or prior to June 30, 2010, the Borrower agrees to pay the fees set forth below in accordance with the terms hereof.

1. **Arrangement Fee.** You will pay to the Lead Arranger, for its own account, a fee (the "Arrangement Fee") of \$250,000; provided, however, in the event the syndicate of Lenders providing the Senior Credit Facility consists solely of Regions Bank and other entities that (i) formally responded to the Borrower's Invitation to Negotiate/Proposal No. 00E-563, as amended and supplemented, or (ii) are identified on Exhibit "A" hereto, such Arrangement Fee shall be \$150,000. The Arrangement Fee shall be payable upon the Closing Date.

2. **Upfront Fee.** Initially, Regions Bank shall not require the payment of an upfront fee (the "Upfront Fee") in addition to the other fees provided for herein. The Borrower may be required to pay an Upfront Fee to any or all of the other Lenders based on the amount of each such Lender's commitment to the Senior Credit Facility. The applicable Upfront Fee will be in an amount mutually agreed upon by the Borrower and the Lead Arranger. The Upfront Fee, if any, payable to each Lender will be due and payable by the Borrower on the Closing Date.

4. **Additional Banking Relationship.** The Borrower shall use reasonable efforts to cause it,

Florida Atlantic University (“FAU”), or the FAU Foundation to establish and maintain a new depository relationship of a combined total of not less than \$5 million with Regions Bank for as long as the Senior Credit Facility remains outstanding. These deposits shall be maintained in a Regions Bank Public Funds Premier Money Market account and will accrue interest at published rates (the Premier Money Market account interest rate structure is tier-based. Current rates are as follows: Balances of \$1 - \$4,999,999 = .05%; \$5,000,000 - \$24,999,999 = .20%; \$25,000,000 & beyond = .30%). In addition, for as long as the Senior Credit Facility remains outstanding, Regions Bank will house all operating accounts and will provide all applicable Treasury Management services associated with operations of the football stadium financed by the Senior Credit Facility. Within six months of the date of issuance of the Senior Credit Facility, it is Regions Bank’s desire to expand its banking services relationship beyond stadium operations to include all Florida Atlantic University operations. Regions Bank understands that any award of primary banking services is contingent upon it being selected through a standard competitive procurement process.

Once paid, each of the fees set forth herein (and any fees contemplated in the Commitment Letter or any subsequent commitment letter from Regions Bank) will be fully earned and will not be refundable. All fees payable hereunder and under the Commitment Letter or any subsequent commitment letter from Regions Bank shall be payable in U.S. Dollars and shall be paid in immediately available funds. Such fees are in addition to any other fees which may be agreed to by the Borrower in any other commitment letter, fee letter, credit agreement or loan document. The Lead Arranger reserves the right to allocate, in whole or in part, to Regions Bank certain fees payable to the Lead Arranger hereunder in such manner as the Lead Arranger and Regions Bank shall agree in their sole discretion.

This Fee Letter shall be subject to the confidentiality provisions set forth in the Commitment Letter regardless of whether this letter is signed by the Borrower and such confidentiality provisions shall survive the termination of the Commitment Letter.

No amendment, waiver or modification of any provision hereof shall be effective unless in writing and signed by the parties hereto and then only in the specific instance and for the specific purpose for which given. This Fee Letter may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Fee Letter by facsimile, e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Fee Letter.

Unless this Fee Letter is received along with the Commitment Letter by the date specified therein, Regions Bank shall have no obligation under the Commitment Letter.

[Signatures on Following Page]

We look forward to working with you on this important transaction.

Very truly yours,

REGIONS BANK

By: _____
Name:
Title:

**REGIONS CAPITAL MARKETS, A DIVISION
OF REGIONS BANK**

By: _____
Name:
Title:

ACCEPTED AND AGREED
this ____ day of _____, 2010

THE FAU FINANCE CORPORATION

By: _____
Name:
Title