

This instrument prepared by
and return to:
Gregory D. Lee, Esq.
BAKER & HOSTETLER LLP
200 South Orange Avenue, Suite 2300
Orlando, Florida 32801
(407) 649-4000

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 202__ by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation of the State of Florida (the “City”), whose mailing address is 400 South Orange Avenue, Orlando, Florida 32801, and **SED DEVELOPMENT, LLC**, a Delaware limited liability company (the “SED”), whose mailing address is 400 W. Church Street, Suite 250, Orlando, Florida 32801. City and SED may together be referred to herein as the “Parties”, or individually as a “Party”.

WITNESSETH:

WHEREAS, SED owns that certain real property SED purchased from the City pursuant to that certain Purchase Contract dated November 20, 2013 (the “Contract”), together with that certain real property SED purchased from the Orlando Union Rescue Mission located at 406 and 410 W. Central Boulevard, Orlando, Florida that is collectively described in **Exhibit “A”** and depicted on **Exhibit “B”** attached hereto (the “Premises”); and

WHEREAS, the City and SED entered into that certain Development Agreement, effective as of November 20, 2014 and recorded in the Public Records of Orange County, Florida (the “Public Records”), in Official Records Book 10838, Page 5114, as amended by that certain First Amendment to Development Agreement, effective as of February 12, 2018 and recorded in the Public Records, as document # 20180084033 (the “First Amendment”) (collectively, the “Original Agreement”) for the development of the Project (defined below);

WHEREAS, SED shall develop the Premises in three phases, (i) the first phase being “Phase 1”, and such portion of the Premises being the “Phase 1 Property” as depicted on **Exhibit “C”** attached hereto, (ii) the second phase being “Phase 2A”, and such portion of the Premises being the “Phase 2A Property” as depicted on **Exhibit “D”** attached hereto, and the third phase being “Phase 2B”, and such portion of the Premises being the “Phase 2B Property” as depicted on **Exhibit “E”** attached hereto, as more particularly set forth on the Site Plan (defined below); and

WHEREAS, Phase 2A and Phase 2B do not currently have an associated specific development program but will be required to have a master plan approved to develop consistent with the City’s adopted future land use and zoning designations, applicable at the time of development; and

WHEREAS, SED has submitted applications to the City and other applicable governmental authorities to obtain approval to develop the Premises as a mixed-use development in a manner as set forth on the mixed use development plan attached as **Exhibit “F”** (the “Site Plan”); and

WHEREAS, subject to change pursuant to Section 4.1, Phase 1 shall consist of : (i) an office development containing up to 300,000 gross square feet of office use, inclusive of approximately 43,000 sq. ft. of the project retail square footage, that will serve as a corporate headquarters for Orlando Magic, Ltd. among other tenants (the “Office”); (ii) a hotel/residential building containing approximately 273 residential units and 261 hotel rooms (the “Hotel/Residential Building”) including approximately 16,000 square feet of hotel meeting space (“Hotel Meeting Space”); (iii) approximately 120,000 gross square feet of retail, including the above-referenced approximately 43,000 sq. ft. in the Office as well as approximately 77,000 sq. ft. of additional retail surrounding the Plaza,(the “Retail”); (iv) a private plaza for use by both public and private uses, which may include ancillary retail uses (the “Plaza”) to compliment the mixed-use development and the Kia Center; (v) a live event venue with an aggregated area of approximately 65,000 gross square feet being located on the Premises that shall include, as part of the aggregated area, a space suitable for accommodating 1,000 people in banquet seating plus additional concert style seating (the “Venue”), (which when added to the Hotel Meeting Space establishes the “Event Space”); and (vi) a structured parking garage that will contain approximately 1,100 parking spaces, (the “Parking Garage”), all in substantial accordance with the Entitlements (defined below) and the Site Plan; and

WHEREAS, development of Phase 1, Phase 2A, and Phase 2B are hereinafter collectively referred to as the “Project”; and

WHEREAS, the proposed planned development zoning, permitted uses, development rights, development standards, conditions of approval, and master plan for the Project has been submitted to and approved by the City as a Planned Development and Master Plan (commonly referred to therein as “SED” or the “Sports & Entertainment District”), which are formally set forth and embodied in the Master Plan (Case # MPL2023-10074) as well as any subsequent amendments, and the City’s Planned Development Ordinance (Case # ZON2023-10024), Ordinance No. _____ regarding the Project, approved by the City on _____ (the “PD Ordinance”) (the development entitlements memorialized in the PD Ordinance, all the aforementioned being referred to as the “Entitlements”). The PD Ordinance, including all amendments and attachments, documents, and sketches referenced therein, is hereby incorporated into this Agreement by reference; and

WHEREAS, it is the City’s desire for SED to develop the Project as described in this Agreement for economic development purposes; and

WHEREAS, the Parties wish to amend and restate the Original Agreement on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the covenants set forth herein below and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

1.1 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein as if fully set out below.

1.2 Benefits to City. City hereby acknowledges that the Project is located in the Downtown Tax Increment District (the “District”), in an area of the City which has been, in the past, underserved by developments such as the Project, and that the Project will enhance and benefit the downtown core, the District and, in particular, the Parramore area west of Interstate 4. The Project will encourage the revitalization of the Parramore area and will provide an economic benefit to the City’s downtown core and to the District. Further, the Project is located in a HUD Neighborhood Revitalization Strategy Area, IRS Qualified Census Tract, Orange County Housing Finance Authority Target Area, and in the Parramore Area Enterprise Zone and, further, the City has determined that the Project is consistent with the Downtown Orlando Redevelopment Area Plan Update, the City’s Growth Management Plan and all other applicable planning goals and requirements of the City. Based on the foregoing findings and the specific terms and conditions set forth in this Agreement, the City is willing to enter into this Agreement and to allow SED to construct, develop, maintain, and operate the Project in accordance with the terms and conditions of this Agreement, the PD Ordinance and the Entitlements.

ARTICLE II

2.1 Pedestrian Right-of-Way. SED shall provide for private pedestrian right-of-way by providing for pedestrian access throughout the common area of the Project together with a rideshare pick-up/drop-off location, as more particularly set forth and depicted on the Site Plan.

2.2 Permits. SED shall comply with all applicable laws, regulations, ordinances or the like concerning the development of the Premises and shall be responsible for securing or causing to secure all local, state, and federal permits required for all demolition or construction activities described in this Agreement at its expense. The City shall assign a designated staff member from the Economic Development department, to assist with coordination, efficient review and processing of all necessary permits for the Project and shall work and cooperate in good faith with SED to diligently and quickly process all necessary permits to develop the Project in substantial accordance with the Site Plan, including, but not limited to, permits for foundations, building shell/core, and building interior fit-out. Provided life-safety measures are taken to the satisfaction of the City, the City shall also cooperate with SED related to the potential issuance of separate certificates of occupancy/certificates of completion for stacked hotel and residential components within the Hotel/Residential Building. The City shall also provide for regularly scheduled, live working sessions with City staff and SED in order to efficiently facilitate and expedite permit-related communication for the Project.

ARTICLE III

3.1 Protection of Landscape and Streetscape. During construction of the Project, including all demolition activities, SED shall ensure (i) that landscape and streetscape materials (if any) are not damaged and that any such damaged materials are restored or replaced with like kind materials. To prevent damage from occurring, SED may remove and store materials for

reinstallation after construction of the Project. Streetscape materials include, though not exclusively, in-ground lighting, tree guards, planter pots, concrete panels, tree grates and pavers. SED shall provide notice to the City of any removed and stored materials during construction of the Project and (ii) the continued integrity of the City's fiber optic communications (if any) and utility lines located on, under or adjacent to the Premises.

3.2 Phase I Building Permit Timing. SED shall make application to the City for all building permits necessary to construct the Hotel/Residential Building (the "Phase 1 First Component") within twelve (12) months after the Effective Date of (i) this Agreement, or (ii) the PD Ordinance, whichever is later ("Approval"). SED shall make application to the City for all building permits necessary to construct either the Event Space or the Office (the "Phase 1 Second Component") no later than twelve (12) months after the City's issuance of all building permits, for which applications were made by SED as provided herein, for construction of the Phase 1 First Component. In the event that Phase 1 Second Component is not the Office, SED shall be obligated to improve the land for the Office as additional outdoor space (being open to the public but not dedicated to the public) until such time as the construction of the Office commences. The City shall review any such additional outdoor space as an ARB Review. The land on which the Office is located will not be utilized for parking without the prior written consent and regulatory approval of the City.

3.3 Phase 1 First Component. SED shall use commercially reasonable diligence to obtain the permits for construction of the Phase 1 First Component for which SED made application pursuant to Section 3.2 above. SED shall commence construction of the Phase 1 First Component within six (6) months after obtaining those permits for which applications have been made pursuant to Section 3.2 above. SED shall proceed without interruption and with commercially reasonable diligence to complete the Phase 1 First Component within the time period set forth in its construction schedules for the Phase 1 First Component. Said time period, is not anticipated to be more than three (3) years and the schedules will be provided to the City, in summary form within ten (10) days after the applicable building permits are received. The Phase 1, First Component, will include the entire shared loading area associated with the Hotel/Residential Building and Event Space. In addition, the Phase 1, First Component will not receive a certificate of occupancy until the Parking Garage receives a certificate of occupancy.

3.4 Phase 1 Second Component. SED shall use commercially reasonable diligence to obtain the permits for construction of the Phase 1 Second Component for which SED made application pursuant to Section 3.2 above. SED shall commence construction of the Phase 1 Second Component within six (6) months after obtaining those permits for which applications have been made pursuant to Section 3.2 above. SED shall proceed without interruption and with commercially reasonable diligence to complete the Phase 1 Second Component within the time period set forth in its construction schedules for the Phase 1 Second Component. Said time period, which is not anticipated to be more than two (2) years, will be provided to the City, in summary form, within ten (10) days after the applicable building permits are received. Phase 1 Second Component will include the entire pedestrian open space area associated with both the Event Space and the Office, except those outdoor dining areas that are directly related to the Office component. After a certificate of occupancy is issued for Phase 1 Second Component, the remaining undeveloped portion of the Property, likely the land on which the Office is located, will be landscaped, subject to ARB review per City Code, and open for public use until such time as the

construction of the Office commences. Such land will not be utilized for parking without the prior written consent and regulatory approval of the City.

3.5. Office/ Orlando Magic Headquarters. Concurrent with the construction of the Office, SED and/or the Orlando Magic, Ltd., the owner and operator of the Orlando Magic National Basketball Association franchise (“Orlando Magic”) shall use commercially reasonable diligence to design, permit, and construct the new Orlando Magic headquarters within the Office and shall relocate the Orlando Magic headquarters within six (6) months of receiving a certificate of occupancy for the Office. Notwithstanding, the Orlando Magic shall be granted an extension to relocate its headquarters pursuant to the parameters of this Section 3.5 to the later of (i) September 30th of the year in which the certificate of occupancy from the City is issued for the Office if such certificate of occupancy is issued during the Orlando Magic basketball regular season or the playoffs, or (ii) the expiration of the then current Orlando Magic office lease agreement. The Parties hereby recognize that following the completion of construction of the Office, SED, an affiliated entity or a third party may own the Office; however, the Orlando Magic shall be obligated to maintain its headquarters in the Office and shall do so for a period of not less than five (5) years.

3.6 Parking Garage Construction. Within six (6) months after applying for the permits to construct the Phase 1 First Component under Section 3.2 above, SED shall make application to the City for all building permits necessary to construct the Parking Garage. SED shall use commercially reasonable diligence to obtain such permits and shall commence construction of the Parking Garage within six (6) months after obtaining all such permits. SED shall proceed without interruption to complete the Parking Garage with commercially reasonable diligence and concurrently with the completion of construction of the Phase 1 First Component.

3.7. Hotel/Residential Building Construction. The Parties hereby agree (i) that the hotel portion of the Hotel/Residential Building shall be a full-service hotel property and contain customary meeting space for such a hotel property and (ii) that the residential portion of the Hotel/Residential Building shall consist of apartment or whole ownership condominium units, all as more particularly set forth in the Entitlements and Site Plan.

ARTICLE IV

4.1 Development / Entitlements and PD Ordinance. The Parties hereby recognize that the Entitlements and PD Ordinance contemplate the construction of the Project in substantial accordance with the Site Plan. SED shall be required to seek approval from the City to modify the Entitlements and/or substantially modify the Site Plan, provided, however, in the event SED elects to shift or convert densities between certain uses pursuant to the allowable conversions between uses in the development program as set forth in the PD Ordinance, such action shall not constitute a substantial modification to the Site Plan. The approval from the City described herein shall include a formal Master Plan application, which shall require a review consistent with § 65.331 – § 65.336 of the City of Orlando Code of Ordinances.

4.2 Community Development District. The City shall cooperate with SED to create a Community Development District with boundaries limited to the Property and jurisdiction over the Project (the “CDD”).

4.3 Hughey Notch. City recognizes that SED may need a portion of Hughey Avenue as depicted and described on Exhibit “G” attached hereto and incorporated herein by reference (the “Hughey Notch”), from the Florida Department of Transportation, in the event that SED determines its ownership of the Hughey Notch is necessary to develop the Office component of the Project in substantial accordance with the Site Plan. In such event, City will cooperate with SED to expedite conveyance of the Hughey Notch and upon the request of SED, may extend deadlines of SED related to the Office component, set forth hereunder, including, but not limited to those set forth in Article III and Section 5.6.7.

4.4 Traffic Signals – Other. If and when reasonably warranted, new signals shall be provided by SED, at its expense in a location that may be reasonably warranted based upon the Site Plan. The timing of the installation of those signals (if reasonably warranted) is subject to approval by the City’s Transportation Engineer. In order to determine whether the signal(s) are warranted, the developers of the SED project shall provide a formal signal warrant study for the Project (to the Manual on Uniform Traffic Control Devices standards) within two (2) years after substantial completion of Phase 1 Second Component, unless said time frame is extended in writing by the City’s Transportation Engineer, but in no event later than the initiation of construction activities related to Phase 2B. Such traffic study shall be subject to approval by the City’s Transportation Engineer.

ARTICLE V

5.1 Public Use of Commercial Parking. Approximately 400 spaces in the Parking Garage shall be available for public use. SED shall have the right to exclude the public from those portions of the Parking Garage not available for public use, and may utilize same for valet parking and/or designated parking for residential tenants and staff, Venue guests and staff, and/or office tenants and staff. SED may elect to build an additional parking garage on the Premises after construction of the Parking Garage (the “Additional Parking Garage”). The Additional Parking Garage may be restricted to use solely by the patrons/invitees of the Phase 2A Property and Phase 2B Property.

5.2 Assignment of Rights to Event Space Contribution. The City acknowledges that SED may assign its rights and obligations under this Agreement in accordance with the terms and conditions of Section 5.6.6 below, in conjunction with the conveyance of a fee simple interest in and to the Project as further described in Section 5.6.6. In the event an entity other than SED is or becomes the sole owner in fee simple of the portion of the Phase 1 Property containing the Event Space prior to construction of the convention center component of the Event Space, and provided that (a) the City has provided consent in writing to such assignment (which shall not be unreasonably withheld, conditioned or delayed), and (b) SED is not in violation of any of its obligations under this Agreement, then the Event Space Use and Participation Agreement shall be assigned and the funding set forth therein shall be available to the owner of fee simple title to the portion of the Phase 1 Property containing the Event Space.

5.3 Binding Effect. This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and SED and their respective successors and assigns, and their respective tenants, agents, licensees, guests and invitees and shall run with title to the Premises. With or without specific reference thereto, the conveyance of any interest in all or

a portion of the Premises shall be subject to the benefits, burdens and other terms and conditions of this Agreement, to the same extent as if all of the terms and conditions of this Agreement were set forth in full in such conveyance. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement: (i) is intended to govern and relate to the construction, use and operation of the Project on the Premises; and (ii) shall not be transferable to any other real property.

5.4 Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties signed hereto and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

5.5 Controlling Laws.

5.5.1 This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted which are not inconsistent with the specific terms and agreements set forth herein.

5.5.2 The location for settlement of any and all claims, controversies or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

5.6 Miscellaneous.

5.6.1 This Agreement constitutes the entire agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein must be made by all the Parties hereto, be in writing, and in recordable form.

5.6.2 If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

5.6.3 SED, upon the execution of this Agreement, shall pay to City the cost of recording this Agreement in the Public Records of Orange County, Florida.

5.6.4 Except as otherwise provided herein, any notice or document required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the person hereinafter designated; (ii) upon receipt of the same when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, (iii) or delivered by a nationally reputable parcel delivery service (such as Fed Ex and UPS), addressed to a party at the address set forth opposite the Party's name below, or at such other address as the applicable Party shall have specified, from time to time, by written notice to the other Party delivered in accordance herewith:

If to City, to:	City of Orlando 400 South Orange Avenue P.O. Box 4990
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Orlando, FL 32802-4990
Attn: Roy Payne, Esq., City Attorney

If to SED, to: SED Development, LLC
c/o Orlando Magic, Ltd.
400 W. Church Street, Suite 250
Orlando, FL 32801
Attn: Pat Gallagher, Vice President

with copy to: Baker & Hostetler LLP
SunTrust Center, Suite 2300
200 South Orange Avenue
Orlando, FL 32801-3432
Attn: Gregory D. Lee, Esq.

5.6.5 Upon the request of any Party hereto, or their lender or investment partners, City hereby agrees to furnish a letter stating that (i) this Agreement is in full force and effect if true, (ii) there are no defaults under their Agreement or if any identify them, and (iii) such other information as reasonably requested. Such letter shall be furnished within thirty (30) days after request therefor.

5.6.6 Assignment. This Agreement and the Entitlements are personal to SED and City and SED shall not be entitled to assign this Agreement without prior written consent of City, which consent may not be unreasonably withheld. Notwithstanding the foregoing, SED may assign this Agreement and the Entitlements to either Orlando SED Partners, LLC, a joint venture which includes SED, JMA Ventures, LLC (or its affiliates) and Machete Group (or its affiliates) as members, or an Affiliate (defined below) of SED, which is an Entity (defined below), individual or trust that is owned and/or controlled by SED, its principals and their respective heirs, without prior written consent of the City. No assignment shall cause a release of SED's obligations pursuant to this Agreement. An "Affiliate" of a person or Entity shall mean any Entity in which such person or Entity shall have a controlling ownership interest as defined by Generally Accepted Accounting Principles (GAAP). "Entity" means any corporation (including any non-profit corporation), sole proprietorship, general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

5.6.7 SED Failure to Construct Improvements. The City shall have the following rights and remedies in addition to any and all other remedies at law or in equity:

5.6.7.1 Failure to Commence Phase 1 First Component. Notwithstanding anything set forth herein to the contrary, in the event that SED does not

commence construction of the Phase 1 First Component within the time required by this Agreement, the City may provide SED written notice thereof. In the event SED does not commence construction of the Phase 1 First Component within one hundred twenty (120) days of the City's notice or such longer date in the event the City grants SED an extension to commence construction of the Phase 1 First Component (in all respects, subject to the terms of Section 5.9 below), then SED hereby grants to City the option (the "City Option") to elect (in its sole and absolute discretion) to either (i) repurchase a portion of the Premises from SED, or its successors, that represents the minimum property necessary to construct and operate the Phase I First Component (the "Option Property"); The Parties shall coordinate in good faith to agree upon a the legal description of the Option Property recognizing the requirements and constraints of the site plan for the Project under the this Agreement, the PD Ordinance and the Entitlements. The Parties acknowledge that the Option Property, must, at a minimum, consist of 2.47 acres to meet FAR requirements of the Hotel/Residential Building. The purchase price of the Option Property shall be fair market value based on a valid appraisal completed by a state certified appraiser, jointly selected and paid for, by SED and City, (the "Purchase Price of Option Property"); or (ii) coordinate with SED to market and sell the Option Property whereby SED would receive the proceeds equal to or up to the Purchase Price of Option Property and the City and SED would split the proceeds in excess of the Purchase Price of the Option Property (if any). The City must exercise the City Option stated in this Section 5.6.7.1 within six (6) months from the time periods set forth in Section 3.2 related to the Phase 1 Component together with any extensions set forth in this Agreement. In the event that the City does not timely exercise the City Option, the City Option shall become null and void and SED shall own the Option Property free and clear of any option to repurchase from the City. The City Option shall run with the land and be binding upon the Premises and all successor owners of the Premises unless terminated pursuant to this Section 5.6.7.1.

5.6.7.2 Buy Back Transaction. The closing of any buy back transaction referenced in this Section 5.6.7 shall occur on a date established by the City not later than one hundred eighty (180) days following written notice from City exercising its right to repurchase pursuant to this Section. Prior to closing of the buy back or repurchase transaction, SED shall restore (if warranted) the Premises to the same or substantially the same condition as the Premises were in as of the Effective Date of this Agreement. The conveyance to City shall be made from SED by a similar warranty deed City provided to SED. SED shall provide title insurance to City, and SED shall bear all costs of closing, including, without limitation the title premium, documentary stamp tax and attorney's fees pursuant to the terms stated herein. In the event SED fails to perform its obligations under any repurchase option, City shall have all rights provided by law, including without limitation the right to enforce the repurchase option by injunction as the Parties acknowledge and agree that monetary damages will be insufficient due to the nature of real property.

5.6.7.3 Run with the Land. The repurchase option described in Section 5.6.7.1 shall run with the land and be binding upon the Premises and all successor owners of the Premises (subject to the terms and conditions of this Agreement).

5.7 Chilled Water. SED shall make good faith efforts to coordinate with Orlando Utilities Commission (OUC) to utilize OUC district chilled water system(s) for major portions of the Project.

5.8 Entitlements. The terms and conditions of the Entitlements, as the same may be amended from time to time, are hereby incorporated into this Agreement by this reference. To the extent possible, the Entitlements and this Agreement shall be interpreted to be consistent with, and complimentary of, the other. In the event of a conflict between the documents, however, the terms of the PD Ordinance (as amended from time to time) shall control.

5.9 Force Majeure. The Parties shall use reasonable diligence to ultimately accomplish the purposes of this Agreement, but shall not be liable to each other, or their successors or assigns, for damages, for breach of contract or otherwise, for failure, suspension, diminution, or other variations of services occasioned for a delay or occasioned by a cause or causes beyond the control of the Party whose performance is so delayed. Such causes shall include, without limitation: moratoria; severe adverse weather conditions (such as tropical storms, tornados or hurricanes); war-like operations; terrorism; governmental or judicial action/inaction; legislation, or controls (including permitting or approval delays beyond the dates set forth in the Project schedule); acts of other government agencies (regulatory entities or courts) in their sovereign or contractual capacity; fires; floods; pandemics; epidemics; quarantines; restrictions; strikes or failure or breakdown of transmission or other facilities; material shortages; or acts of God. The Parties acknowledge and agree that either Party's incompetence, failure to deploy adequate resources, failure to commence its duties hereunder within a reasonable time frame in accordance with the time frames stated herein or the applicable construction contracts, failure to make payments, or failure to exercise commercially reasonable diligence in the performance of its obligations hereunder shall not be deemed to constitute a force majeure event.

5.10 Disputes. Prior to the institution of any judicial proceedings, the Parties agree to attempt to settle the dispute through mediation and shall follow the procedure set forth below. Any time periods set forth in this Agreement for cure of default shall be extended to the end of the time periods set forth below to permit the Parties to attempt to resolve any disputes.

5.10.1 The Party believing a dispute to exist will give the other party written notice thereof, setting forth in reasonable detail the facts alleged to give rise to such dispute, the relevant contractual provisions, the nature of any claimed default or breach and a statement of the manner in which such Party believes the dispute should be resolved.

5.10.2 Within twenty (20) days after receipt of such notice, each Party against whom relief is sought in connection with such dispute will deliver a written response, setting forth in reasonable detail its view of the facts alleged to give rise to such dispute, the relevant contractual provisions, the nature of the claimed default or breach and a statement of the manner in which such Party believes the dispute should be resolved.

5.10.3 If the Parties do not agree on the manner in which the dispute should be resolved, they will arrange to hold a meeting within twenty (20) days after delivery of the response. Each Party will have in attendance at such meeting a representative with authority to bind the represented Party to any agreement resolving the dispute. At the meeting (and any adjournments thereof), the Parties will negotiate in good faith in an attempt to agree as to whether a dispute exists, the exact nature of the dispute and the manner in which the dispute should be resolved. If deemed appropriate by any Party, a professional mediator may be engaged to assist in resolving the dispute with mediation costs borne equally by the Parties. Any resolution of the dispute will

be evidenced by a written agreement setting forth in reasonable detail the actions to be taken by each Party. If no such written agreement is reached within thirty (30) days after the first meeting, the Parties may pursue any legal remedies available to them with respect to such dispute.

5.10.4 Notwithstanding the provisions of this Article, nothing herein shall prevent or hinder any Party from pursuing and obtaining injunctive relief in a court of law as to matters appropriate for such relief.

5.10.5 Any and all remedies identified in this Agreement are cumulative and not exclusive and shall be in addition to any other remedy which the Parties may have.

5.10.6 In the event any Party hereto institutes legal action or cross-action for breach or enforcement of the terms hereof, the prevailing party shall recover reasonable attorneys' fees and expenses, together with court costs, including any such fees, expenses, and costs incurred at all tribunal levels, including without limitation, appellate, bankruptcy and post judgment proceedings.

5.10.7 City is a Florida municipal corporation whose limits of liability are set forth in section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of City beyond that provided in section 768.28, Florida Statutes. Further, nothing herein is intended as a waiver of City's sovereign immunity under section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything which might allow claims otherwise barred by sovereign immunity or operation of law.

5.10.8 NEITHER CITY NOR SED OR THEIR AFFILIATES, SUBCONTRACTORS, AGENTS, ELECTED OR APPOINTED OFFICIALS, AND/OR EMPLOYEES SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY NATURE HOWSOEVER CAUSED, AND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, STRICT LIABILITY OR ANY OTHER THEORY OF THE LAW.

5.11 Impact Fee Credits. SED shall be immediately eligible to receive transportation impact fee credits pursuant to Chapter 56 of the Orlando City Code ("TIF Credits") and Sewer Benefit Fee Credits pursuant to Chapter 30 of the Orlando City Code based on the prior use represented by the Orlando Police Department headquarters and the retail space in the Church Street Garage. Regarding TIF Credits, SED shall be specifically eligible to receive Six Hundred Seventeen Thousand One Hundred Seventeen and 54/100 Dollars (\$617,117.54).

5.12 Storm Water Capacity. The Parties acknowledge that stormwater currently drains from the Premises into two systems. The majority of the Premises drains into the Parramore Pond system; however, a portion of the eastern side of the Premises drains into the Lake Lucerne system. SED shall be responsible for all costs or expenses of any kind, including without limitation City fees, to accommodate capacity and treatment for discharge from the Premises.

5.13 ROW Vacation. In the event that there remains any right of way on the Premises, SED plans to make an application to the City for the abandonment of a portion of Pine Street and any other right of way on the Premises (the "ROW Vacation") in connection with the PD

Ordinance. The City hereby agrees to process the application in the most expeditious manner practicable and if approved by Ordinance, shall use its best efforts to assist and cooperate with SED to consummate and make effective the ROW Vacation.

5.14 Time. In computing any period of time pursuant to this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included, but the time shall begin to run on the next succeeding day. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. Time is of the essence.

5.15 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

5.16 Effective Date. The effective date of this Agreement shall be the date it is recorded among the Public Records of Orange County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused these presents to be executed on the day and year indicated above.

ATTEST

By: _____
City Clerk

Print Name:

Approved as to form and legality for the use and reliance of the City of Orlando, Florida, only.

By: _____
Chief Assistant City Attorney

Print Name: _____

“City”

CITY OF ORLANDO, FLORIDA, a municipal corporation of the State of Florida

By: _____
Buddy Dyer, as Mayor of the City of Orlando

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by BUDDY DYER, as Mayor of the **CITY OF ORLANDO, FLORIDA**, a municipal corporation of the State of Florida, who [X] is personally known to me or [] has produced _____ as identification.

Notary Public, State of Florida at Large
My Commission Expires: _____
Commission No. _____

(affix seal)

SED Execution Page

Witness

By: _____

Print Name: _____

Witness

By: _____

Print Name: _____

“SED”

SED DEVELOPMENT, LLC,
a Delaware limited liability company

By: _____

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of SED DEVELOPMENT, LLC, a Delaware limited liability company, who [] is personally known to me or [] has produced _____ as identification.

Notary Public, State of Florida at Large
My Commission Expires: _____
Commission No. _____

(affix seal)

Joinder by Orlando Magic:

THE ORLANDO MAGIC HEREBY JOINS IN THIS AGREEMENT FOR THE LIMITED PURPOSE OF ACKNOWLEDGING THAT IT HAS AN OBLIGATION TO THE CITY AND TO SED TO RELOCATE ITS HEADQUARTERS TO THE OFFICE AND OCCUPY A PORTION OF THE OFFICE AS ITS HEADQUARTERS FOR A PERIOD OF NOT LESS THAN FIVE (5) YEARS AS SET FORTH IN SECTION 3.5.

Witness

“Orlando Magic”

By: _____

ORLANDO MAGIC, LTD.,
a Florida limited liability company

Print Name: _____

Witness

By: _____

By: _____

Title: _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of ORLANDO MAGIC, LTD., a Florida limited partnership, who [] is personally known to me or [] has produced _____ as identification.

Notary Public, State of Florida at Large
My Commission Expires: _____
Commission No. _____

(affix seal)

EXHIBIT "A"
LEGAL DESCRIPTION OF PREMISES

A TRACT OF LAND LYING IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 29 EAST BEING A PORTION OF W. A. PATRICK'S ADDITION TO THE TOWN OF ORLANDO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 108 OF THE PUBLIC RECORDS OF ORANGE COUNTY AS FOLLOWS: ALL OF LOT 3, BLOCK 3, ALL OF LOT 4 BLOCK 6, ALL OF LOTS 1 AND 4, BLOCK 5, AND A PORTION OF LOTS 1, 2, AND 4, BLOCK 3, A PORTION OF LOTS 1, 2, AND 3 BLOCK 6 AND A PORTION OF LOTS 2 AND 3, BLOCK 5 AND A PORTION OF LOT 1, BLOCK 4; ALSO BEING LOTS 1 THROUGH 4 AND LOTS 7 THROUGH 10 AND A PORTION OF LOTS 5 AND 6 OF PETER MACK'S SUBDIVISION AS RECORDED IN PLAT BOOK E, PAGE 71, OF SAID PUBLIC RECORDS, ALSO A PORTION OF LOT 1, AND ALL OF LOTS 2 AND 3, McLEOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 148 OF SAID PUBLIC RECORDS, TOGETHER WITH THE VACATED STREETS OF FERN STREET, SOUTH BRYAN AVENUE ORANGE AVENUE AND PINE STREET, ALL DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF THE ABROGATED SOUTH BRYAN AVENUE AND THE CURRENT SOUTH RIGHT-OF-WAY LINE OF CENTRAL BOULEVARD AS THE POINT OF BEGINNING, SAID POINT OF BEGINNING LYING 10 SOUTH OF THE NORTHEAST CORNER OF THE ABOVE REFERENCED LOT 1, BLOCK 4 OF SAID W. A. PATRICK'S ADDITION AND BEING THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2672, PAGE 1749 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°44'03" EAST, 5.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST CENTRAL BOULEVARD, ACCORDING TO THE CITY OF ORLANDO ENGINEERING DEPARTMENT PROJECT NUMBER 69-97; THENCE RUN NORTH 89°56'20" EAST, 295.44 FEET; THENCE RUN SOUTH 46°14'42" EAST, 27.44 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HUGHEY AVENUE AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 75280, STATE ROAD 400, SHEET 28 OF 61; THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING COURSES; SOUTH 00°43'54" EAST, 425.91 FEET; THENCE RUN SOUTH 89°16'06" WEST, 19.00 FEET; THENCE RUN SOUTH 00°43'54" EAST, 14.50 FEET; THENCE RUN NORTH 89°16'06" EAST, 19.00 FEET; THENCE RUN SOUTH 00°43'54" EAST, 121.93 FEET; THENCE RUN NORTH 87°15'18" WEST, 3.54 FEET TO A POINT ON A NON-TANGENT RIGHT-OF-WAY CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID RIGHT-OF-WAY CURVE HAVING A RADIUS OF 22.50 FEET, A CENTRAL ANGLE OF 63°30'04", AN ARC LENGTH OF 24.94 FEET, A CHORD LENGTH OF 23.68 FEET AND A CHORD BEARING OF SOUTH 34°29'21" WEST TO THE NORTH RIGHT-OF-WAY LINE OF CHURCH STREET AND THE END OF SAID CURVE; THENCE RUN SOUTH 89°52'42" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 597.79 FEET TO THE EAST RIGHT-OF-WAY LINE OF DIVISION AVENUE; THENCE RUN NORTH 00°44'03" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, 315.96 FEET TO THE NORTH VACATED RIGHT-OF-WAY LINE OF PINE STREET, ORIGINALLY KNOWN AS ORANGE AVENUE AND THE SOUTH LINE OF LOT 5 OF THE

ABOVE REFERENCED PETER MACK'S SUBDIVISION; THENCE RUN NORTH 89°52'42" EAST, ALONG SAID SOUTH LINE OF LOT 5, A DISTANCE OF 11.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF DIVISION AVENUE PER THE CITY OF ORLANDO ENGINEERING DEPARTMENT; BOUNDARY SURVEY, DATED 4-1979; THENCE RUN NORTH 00°44'03" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 168.33 FEET; THENCE RUN NORTH 03°04'50" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 60.12 FEET; THENCE RUN NORTH 00°44'06" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 33.96 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND SAID CURVE, HAVING A RADIUS OF 24.71 FEET, A CENTRAL ANGLE OF 90°40'01", AN ARC LENGTH OF 39.10 FEET, A CHORD LENGTH OF 35.15 FEET AND A CHORD BEARING OF NORTH 44°35'58" EAST; THENCE RUN NORTH 89°56'20" EAST, NON-TANGENT TO SAID CURVE, 7.00 FEET TO A POINT LYING ON THE EAST LINE OF SAID LOT 1 OF THE PLAT OF McLEOD'S SUBDIVISION; THENCE RUN NORTH 00°44'03" WEST, ALONG SAID EAST LINE, 3.00 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF WEST CENTRAL AVENUE; THENCE RUN NORTH 89°56'20" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 253.00 FEET TO THE POINT OF BEGINNING.

"ALSO DESCRIBED AS" THE FOLLOWING PARCELS OF LAND:

A TRACT OF LAND LYING IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 29 EAST BEING A PORTION OF W.A. PATRICK'S ADDITION TO THE TOWN OF ORLANDO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK A, PAGE 108, OF THE PUBLIC RECORDS OF ORANGE COUNTY, AS FOLLOWS:

ALL OF LOT 3, BLOCK 3, ALL OF LOT 4 BLOCK 6, ALL OF LOTS 1 AND 4, BLOCK 5, AND A PORTION OF LOTS 1, 2, AND 4, BLOCK 3, A PORTION OF LOTS 1, 2, AND 3, BLOCK 6 AND A PORTION OF LOTS 2 AND 3, BLOCK 5 AND A PORTION OF LOT 1, BLOCK 4; ALSO BEING LOTS 1 THROUGH 4 AND LOTS 7 THROUGH 10 AND A PORTION OF LOTS 5 AND 6 OF PETER MACK'S SUBDIVISION, AS RECORDED IN PLAT BOOK E, PAGE 71, OF SAID PUBLIC RECORDS. TOGETHER WITH THE VACATED STREETS OF FEM STREET, SOUTH BRYAN AVENUE, ORANGE AVENUE, AND PINE STREET, ALL DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF THE ABROGATED SOUTH BRYAN AVENUE AND THE CURRENT SOUTH RIGHT-OF-WAY LINE OF CENTRAL BOULEVARD AS THE POINT OF BEGINNING, SAID POINT OF BEGINNING LYING 10 FEET SOUTH OF THE NORTHEAST CORNER OF THE ABOVE REFERENCED LOT 1 BLOCK 4, OF SAID W.A. PATRICK'S ADDITION AND BEING THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2672, PAGE 1749, OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°44'03" EAST, 5.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST CENTRAL BOULEVARD, ACCORDING TO THE CITY OF ORLANDO ENGINEERING DEPARTMENT PROJECT NUMBER 69-97; THENCE RUN NORTH 89°56'20" EAST, 295.44 FEET; THENCE RUN SOUTH 46°14' 42" EAST, 27.44 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HUGHEY AVENUE AS SHOWN ON THE FLORIDA DEPARTMENT OF

TRANSPORTATION RIGHT OF WAY MAP, SECTION 75280, STATE ROAD 400, SHEET 28 OF 61; THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING COURSES: SOUTH 00°43'54" EAST, 425.91 FEET; THENCE RUN SOUTH 89°16'06" WEST, 19.00 FEET; THENCE RUN SOUTH 00°43'54" EAST, 14.50 FEET; THENCE RUN NORTH 89°16'06" EAST, 19.00 FEET; THENCE RUN SOUTH 00°43'54" EAST, 121.93 FEET; THENCE RUN NORTH 87°15'18" WEST, 3.54 FEET TO A POINT ON A NON-TANGENT RIGHT-OF-WAY CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID RIGHT-OF-WAY CURVE HAVING A RADIUS OF 22.50 FEET, A CENTRAL ANGLE OF 63°30'04", AN ARC LENGTH OF 24.94 FEET, A CHORD LENGTH OF 23.68 FEET AND A CHORD BEARING OF SOUTH 34°29'21" WEST TO THE NORTH RIGHT-OF-WAY LINE OF CHURCH STREET AND THE END OF SAID CURVE; THENCE RUN SOUTH 89°52'42" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE 597.79 FEET TO THE EAST RIGHT-OF-WAY LINE OF DIVISION AVENUE; THENCE RUN NORTH 00°44'03" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, 315.96 FEET TO THE NORTH VACATED RIGHT-OF-WAY LINE OF PINE STREET, ORIGINALLY KNOWN AS ORANGE AVENUE AND THE SOUTH LINE OF LOT 5 OF THE ABOVE REFERENCED PETER MACK'S SUBDIVISION; THENCE RUN NORTH 89°52'42" EAST, ALONG SAID SOUTH LINE OF LOT 5, A DISTANCE OF 11.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF DIVISION AVENUE PER THE CITY OF ORLANDO ENGINEERING DEPARTMENT; BOUNDARY SURVEY, DATED 4-1979; THENCE RUN NORTH 00°44'03" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 168.33 FEET, TO A POINT LYING ON THE NORTH LINE OF LOT 6 OF SAID PETER MACK'S SUBDIVISION, ALSO BEING THE SOUTH LINE OF MCLEOD'S SUBDIVISION PER PLAT BOOK B, PAGE 148 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89°56'20" EAST, ALONG THE SOUTH LINE OF SAID MCLEOD'S SUBDIVISION AND EXTENSION THEREOF, ALSO BEING THE NORTH LINE OF SAID PETER MACK'S SUBDIVISION, 218.25 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2672, PAGE 1749 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 00°44'03" WEST, ALONG THE WEST LINE OF SAID LANDS, 122.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST CENTRAL BOULEVARD; THENCE RUN NORTH 89°56'20" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 70.75 FEET TO THE POINT OF BEGINNING.

AND

PARCEL A:

BEGINNING 121.75 FEET WEST OF THE NORTHEAST CORNER OF BLOCK 4 OF W. A. PATRICK'S ADDITION TO THE TOWN OF ORLANDO, AS NOW STAKED AND ACCEPTED BY THE CITY, THE SAID NORTHEAST CORNER OF BLOCK 4 AS NOW STAKED BEING AN IRON STAKE SET APPROXIMATELY 10 FEET SOUTH OF THE ORIGINAL NORTHEAST CORNER OF THE SAID BLOCK 4 AS RECORDED IN PLAT BOOK A, PAGE 108, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; RUN THENCE WEST FROM THE POINT OF BEGINNING ALONG THE PRESENT SOUTH LINE OF CENTRAL AVE., 91.25 FEET; THENCE SOUTH 122 FEET TO THE SOUTH LINE OF MC LEOD'S SUBDIVISION; THENCE EAST ALONG THE SOUTH LINE OF MC LEOD'S SUBDIVISION 91.25 FEET TO A POINT IN LOT 1 OF BLOCK 4 OF W. A. PATRICK'S

ADDITION TO THE TOWN OF ORLANDO; THENCE NORTH 122 FEET TO THE POINT OF BEGINNING.

AND

LOT 1 AND WEST 40 FEET OF LOT 2, OF MC LEOD'S SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 148, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LESS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF MC LEOD'S SUBDIVISION, AS RECORDED IN PLAT BOOK B, PAGE 148, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 00°01'58" WEST A DISTANCE OF 122.0 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°58'02" EAST A DISTANCE OF 11.00 FEET; THENCE NORTH 03°50'48" EAST A DISTANCE OF 60.13 FEET TO A POINT 15 FEET EAST OF THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°01'58" EAST A DISTANCE OF 34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25 FEET AND A CENTRAL ANGLE OF 90°; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 89°58'02" EAST A DISTANCE OF 7.00 FEET; THENCE NORTH 00°01'58" EAST A DISTANCE OF 3.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°58'02" WEST A DISTANCE OF 47 FEET TO THE POINT OF BEGINNING.

AND

PARCEL B:

BEGIN AT A POINT 70 AND 3/4 FEET WEST OF THE NORTHEAST CORNER OF LOT 1, BLOCK 4, W. A. PATRICK'S ADDITION TO THE TOWN OF ORLANDO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 108, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE WEST 51 FEET; THENCE SOUTH 122 FEET; THENCE EAST 51 FEET; AND THENCE NORTH 122 FEET TO THE POINT OF BEGINNING, LESS THAT PORTION THEREOF NOW FORMING A PART OF CENTRAL AVENUE.

EXHIBIT "B"
SKETCH OF PREMISES

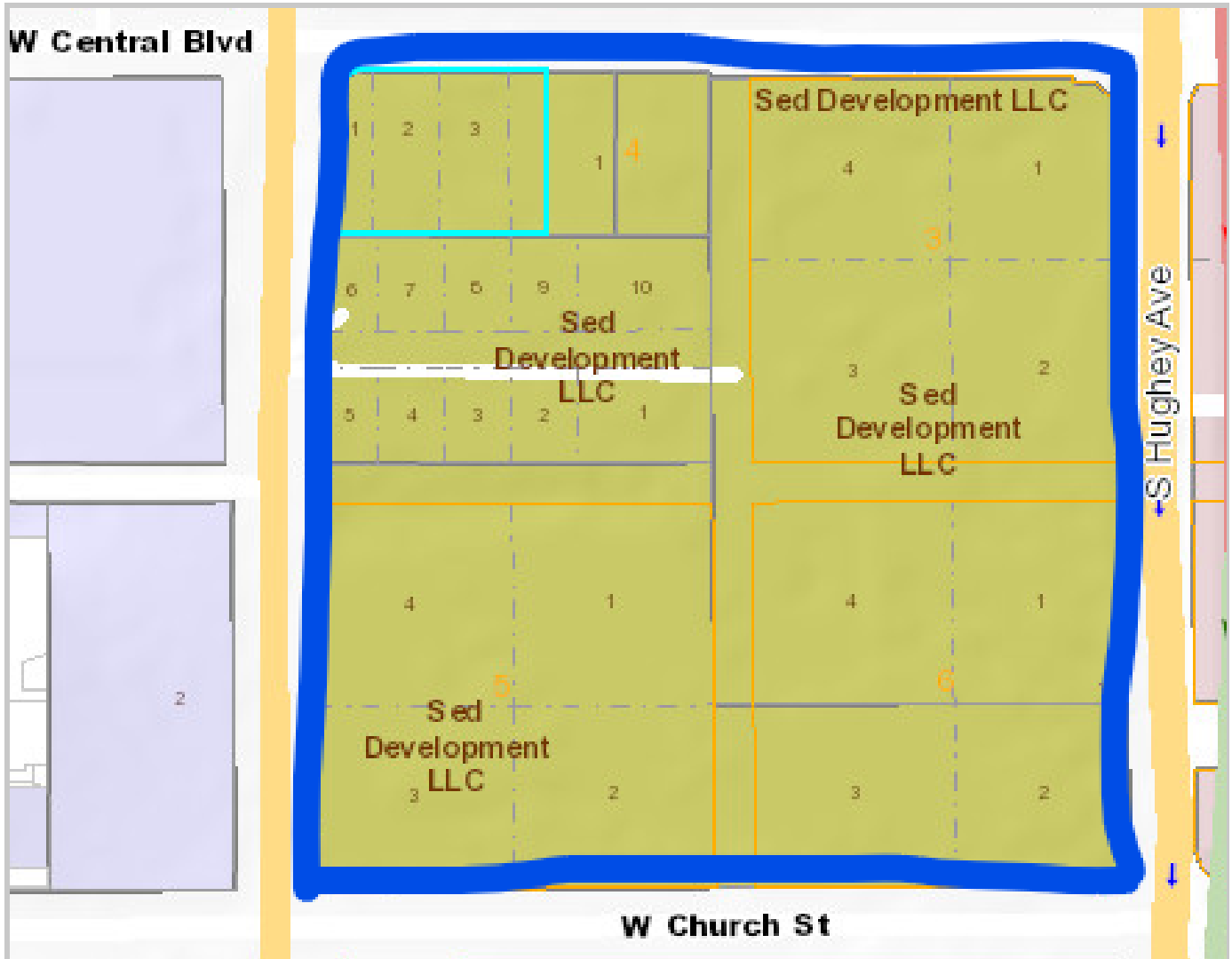
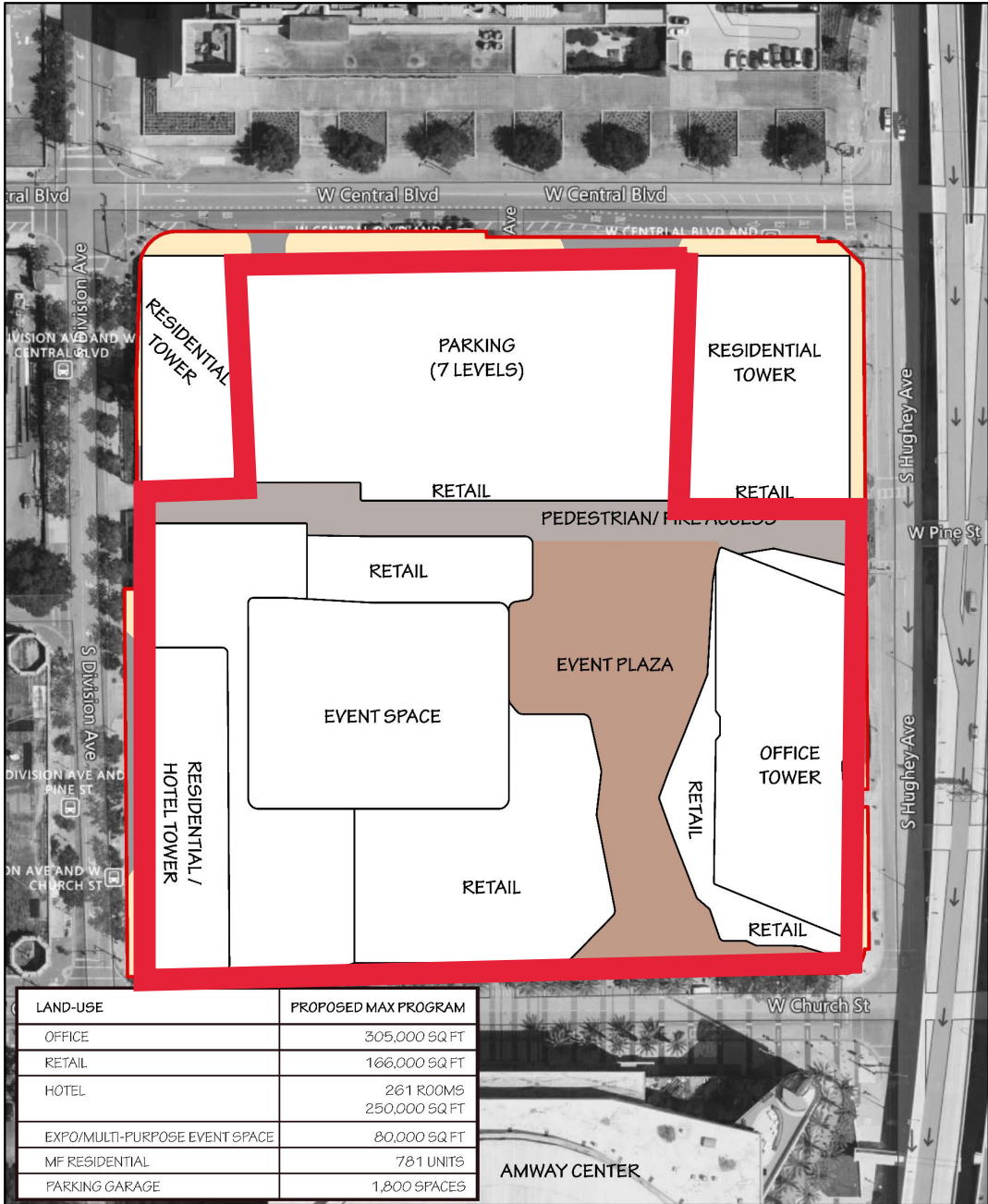


EXHIBIT "C"
SKETCH OF PHASE 1 PROPERTY
(SEE ATTACHED)



LAND-USE	PROPOSED MAX PROGRAM
OFFICE	305,000 SQ FT
RETAIL	166,000 SQ FT
HOTEL	261 ROOMS 250,000 SQ FT
EXPO/MULTI-PURPOSE EVENT SPACE	80,000 SQ FT
MF RESIDENTIAL	781 UNITS
PARKING GARAGE	1,800 SPACES



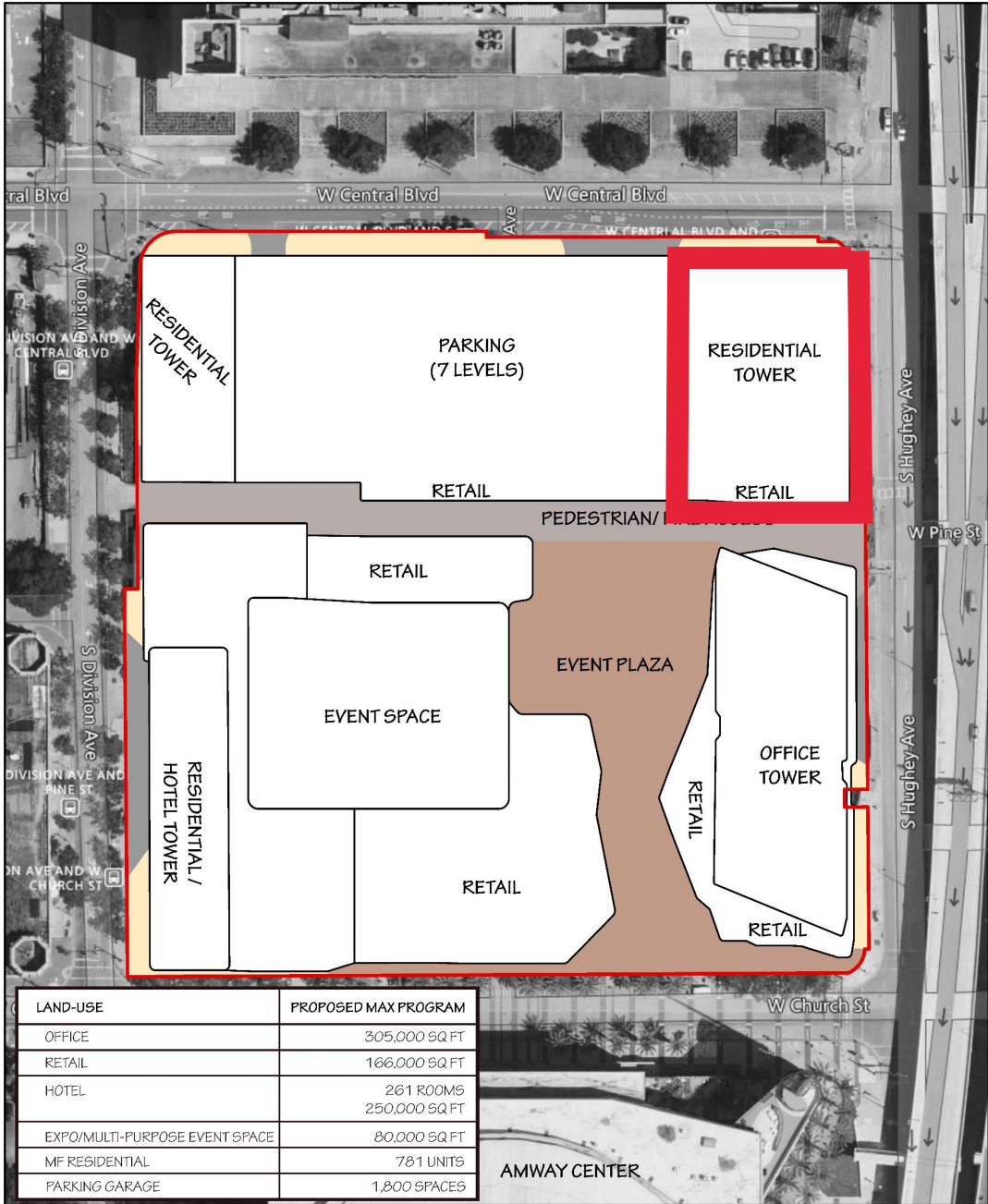
Orlando Sports and Entertainment District
 PD Amendment - Conceptual Development Plan



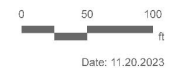
Phase 1



EXHIBIT "D"
SKETCH OF PHASE 2A PROPERTY
(SEE ATTACHED)

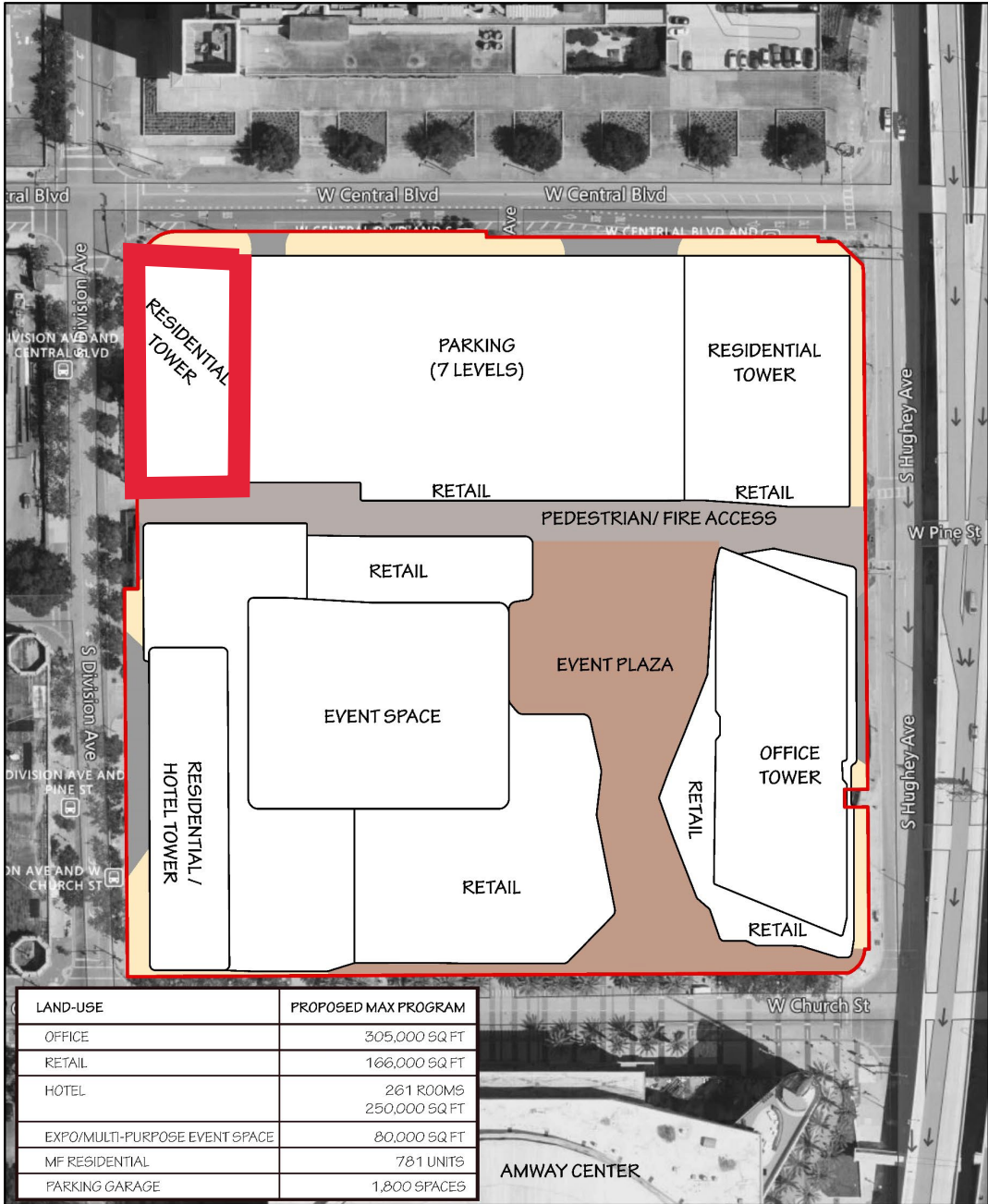


Orlando Sports and Entertainment District
 PD Amendment - Conceptual Development Plan



Phase 2A

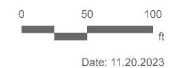
EXHIBIT "E"
SKETCH OF PHASE 2B PROPERTY
(SEE ATTACHED)



LAND-USE	PROPOSED MAX PROGRAM
OFFICE	305,000 SQ FT
RETAIL	166,000 SQ FT
HOTEL	261 ROOMS 250,000 SQ FT
EXPO/MULTI-PURPOSE EVENT SPACE	80,000 SQ FT
MF RESIDENTIAL	781 UNITS
PARKING GARAGE	1,800 SPACES

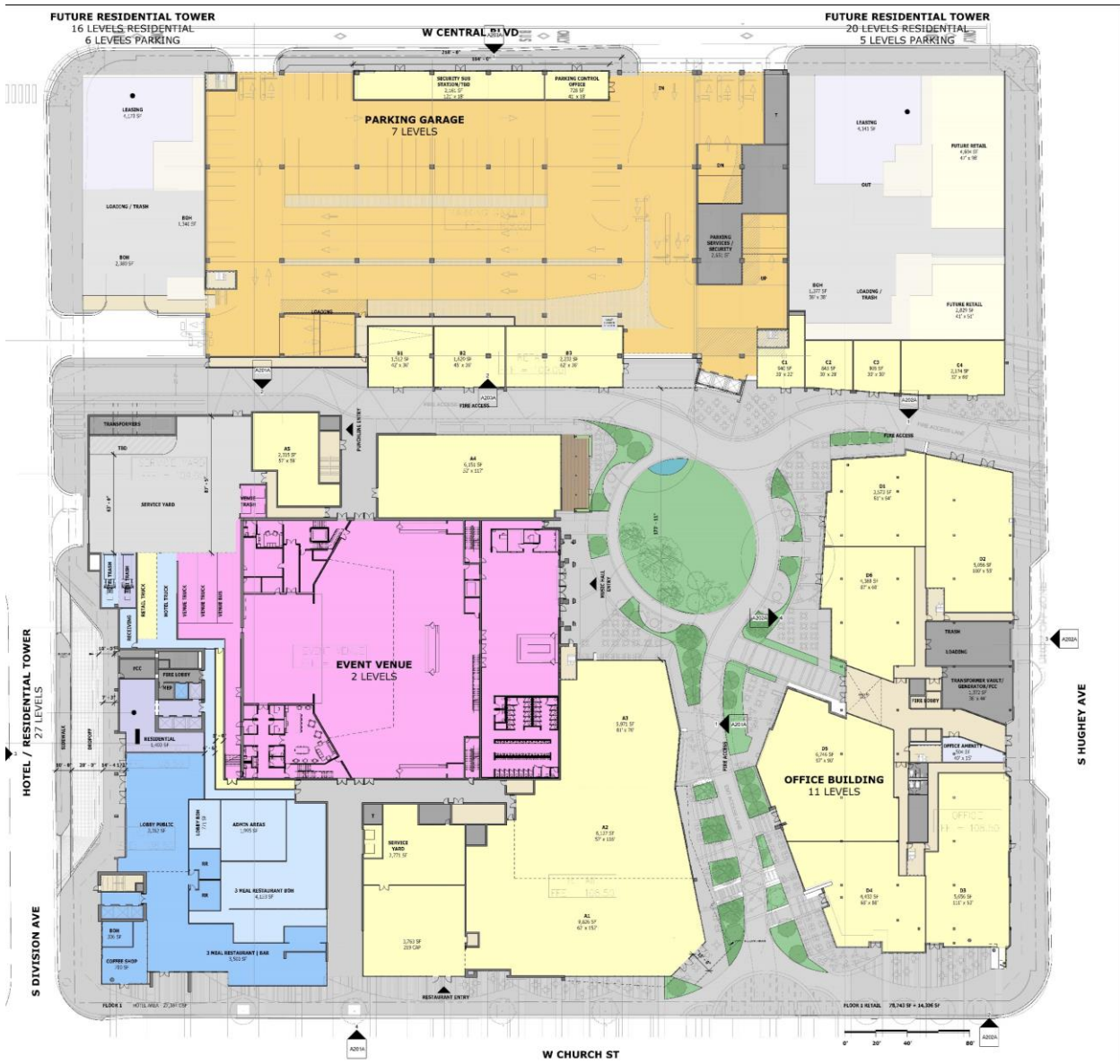


Orlando Sports and Entertainment District
 PD Amendment - Conceptual Development Plan



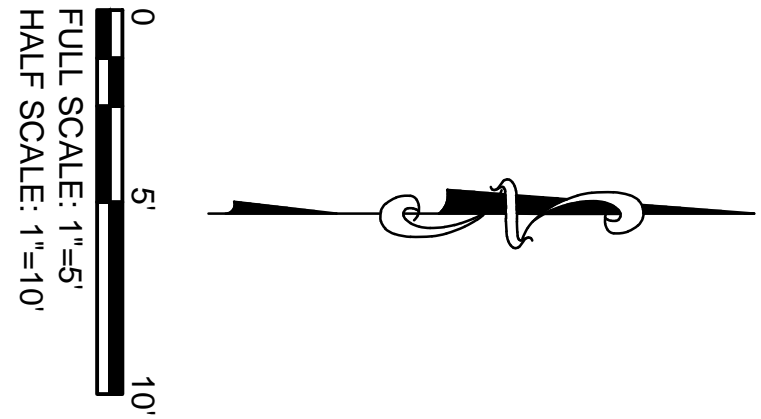
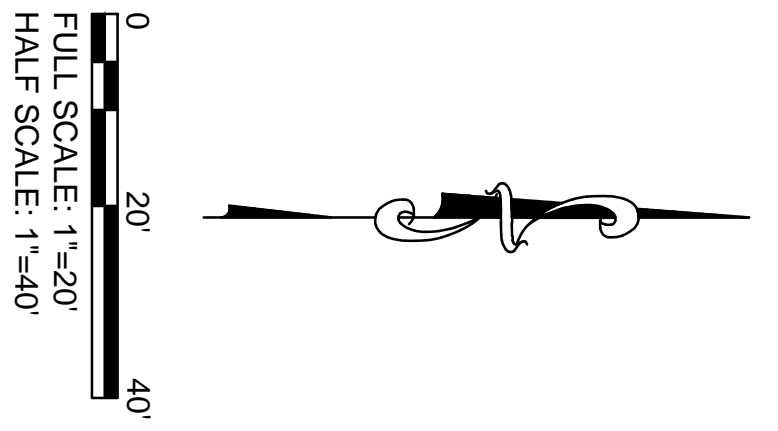
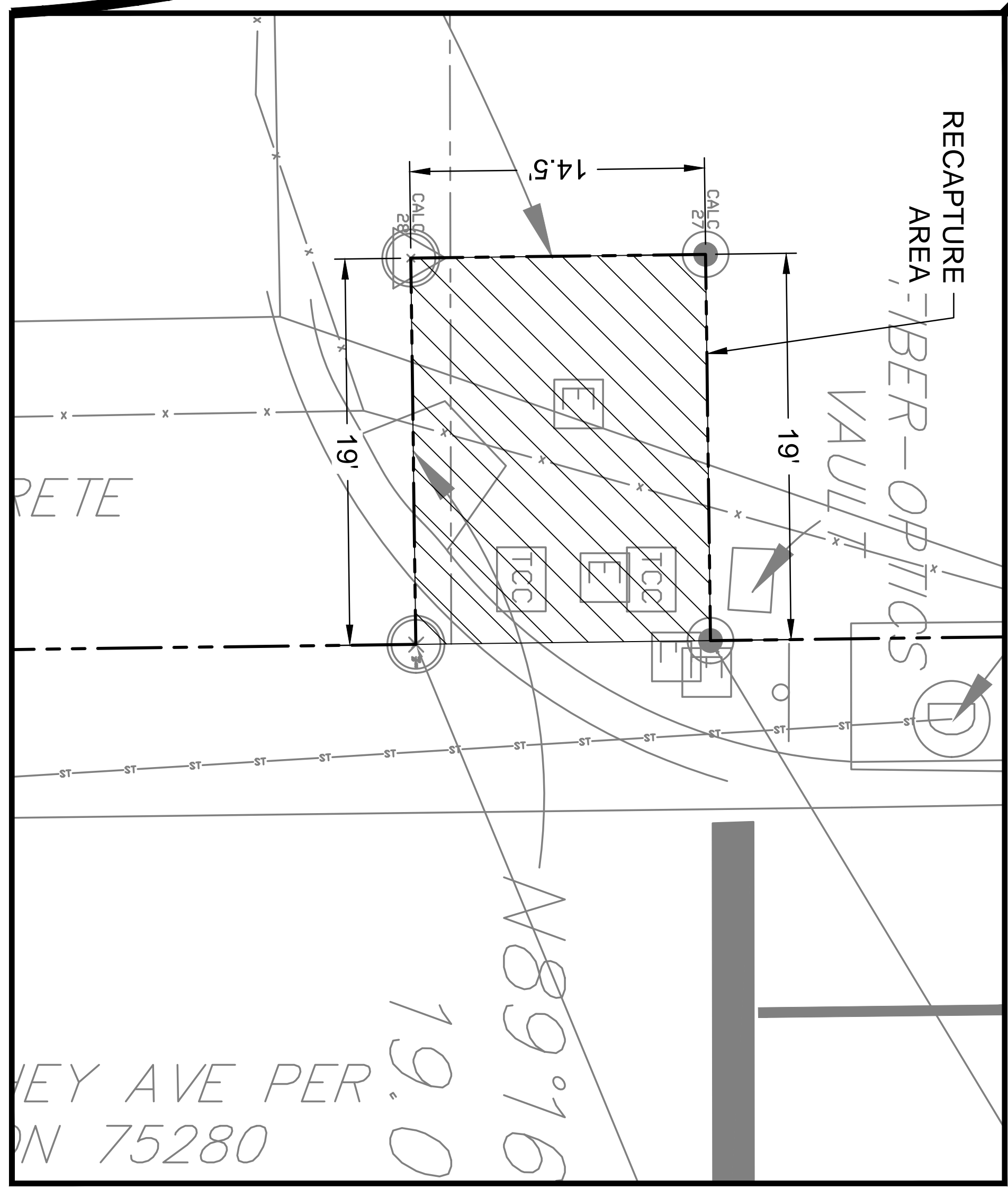
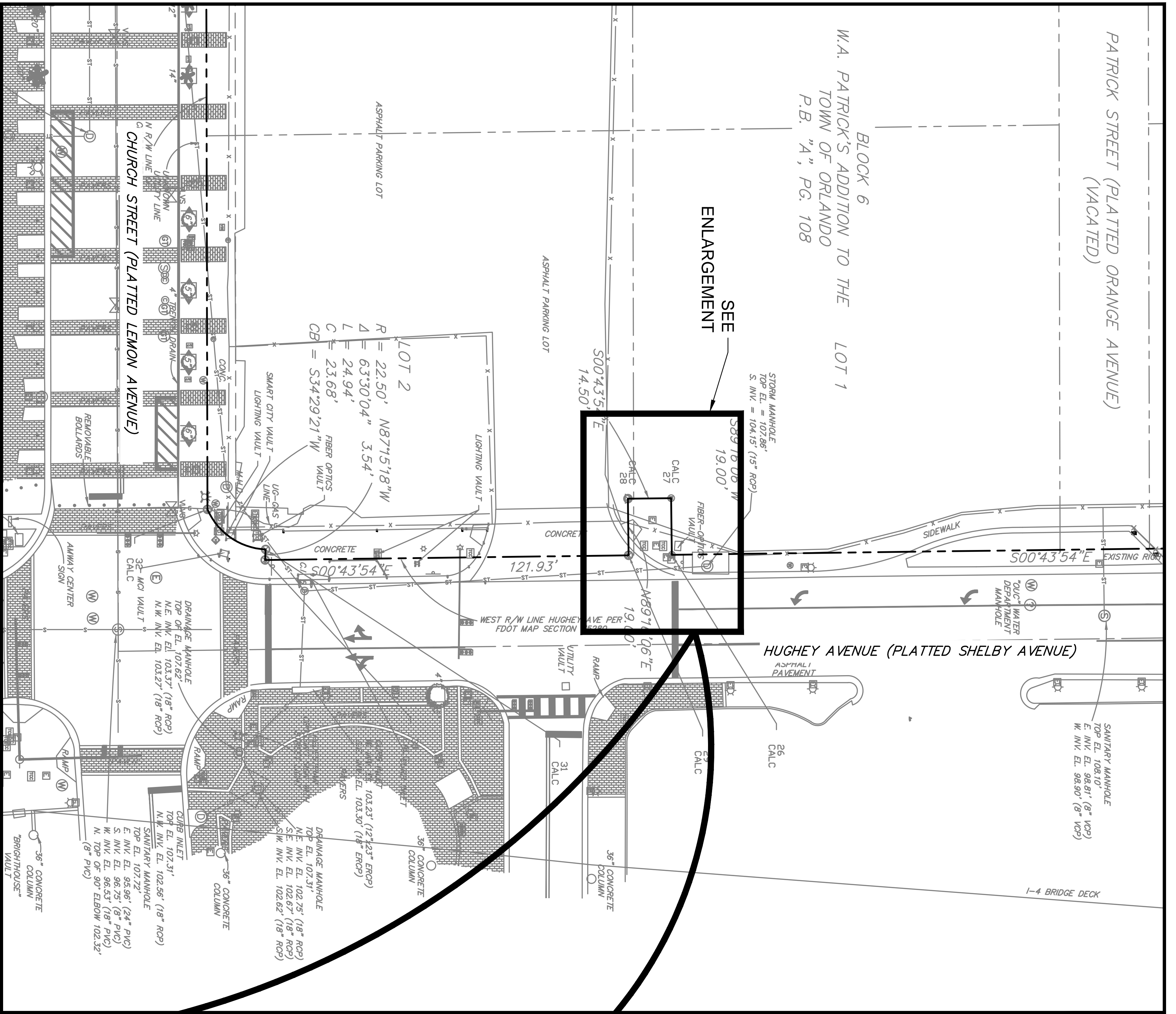
Phase 2B

EXHIBIT "F"
SITE PLAN
(SEE ATTACHED)



OVERALL FLOOR PLAN - LEVEL 01

EXHIBIT "G"
HUGHEY NOTCH
(See Attached)



ORLANDO SPORTS AND ENTERTAINMENT DISTRICT

EXHIBIT G



gai consultants
 EB 9951
 618 SOUTH ST. SUITE 700
 ORLANDO, FLORIDA 32801
 PHONE: (407) 423-5388

PROJECT NO./DASH NO.
 R220105.02

EXHIBIT G

REVISIONS					
NO.	DATE	DWN	CHKD	APPVD	DESCRIPTION

SCALE: AS SHOWN
 DATE: .
 DRAWN: .
 CHECKED: .
 APPROVED: .