

Prepared by and Return to:
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MEMORANDUM OF SECOND AMENDMENT TO OPTION

THIS MEMORANDUM OF SECOND AMENDMENT TO OPTION is entered into as of the ____ day of November, 2014, by and between the City of Orlando, Florida, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), and CNL Dickinson, Ltd., a Florida limited partnership ("CNL").

1. The City and CNL previously executed the Memorandum of Amendment Option dated December 19, 2012 and recorded in Official Records Book 10504, Page 833 of the Public Records of Orange County, Florida (the "Memorandum"), which Memorandum provides record notice of the Option for Ground Lease With Option to Purchase by and between the City and CNL (the "Agreement"), which Agreement relates to the Property described in the Memorandum.

2. Pursuant to the Second Amendment to Option for Ground Lease With Option to Purchase entered by the City and CNL dated November ____, 2014 (the "Second Amendment"), the City and CNL extended the time period for CNL's exercise of its option to ground lease a portion of the Property. Accordingly, CNL's option to ground lease a portion of the Property pursuant to the Agreement terminates and expires on December 31, 2015 (the "Ground Lease Option Term"). In addition, the Second Amendment also allows CNL to extend the Ground Lease Option Term to December 31, 2016, upon timely delivery of written notice thereof to the City on or before December 31, 2015 and the payment of certain sums at the times described therein.

This Memorandum of Second Amendment to Option amends the Memorandum and is subject to all the terms, conditions and understandings set forth in the Agreement and in the Second Amendment, which are incorporated herein by reference and made a part hereof as though copied verbatim herein. The provisions of this Memorandum of Second Amendment constitute only a general description of the content of the Agreement and Second Amendment with respect to the matters specifically set forth herein. Accordingly, third parties are advised that the provisions of the Agreement and the Second Amendment shall be controlling with respect to all matters set forth herein. In the event of any discrepancy between the provisions of the Agreement and the Second Amendment and the provisions of this Memorandum of Second Amendment, the provisions of the Agreement and the Second Amendment shall take precedence and prevail over the provisions of this Memorandum of Second Amendment. Except as specifically amended and modified by this Memorandum of Second Amendment, the Memorandum shall continue in full force and effect in accordance with its terms.

[signature pages follow]

EXECUTED as of the date first written above.

CITY OF ORLANDO

By: _____

Date: _____

Attest:

Alana Brenner, City Clerk

Approved As To Form And Legality
(for the use and reliance of the
City of Orlando, Florida only)

November ____, 2014

Chief Assistant City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, _____ and Alana Brenner, well known to me to be the Mayor/Mayor Pro Tem and City Clerk, respectively, of the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida, and acknowledged before me that they executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, and that they are duly authorized to do so. Witness my hand and official seal this _____ day of November, 2014.

(Notary Seal)

Notary Public Signature

Signed, sealed and delivered in the presence of the following witnesses:

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

CNL DICKINSON, LTD., a Florida limited partnership

By: CNL Dickinson, Inc., a Florida corporation,
its general partner

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of November, 2014, by _____, as _____ of CNL Dickinson, Inc., a Florida corporation, the general partner of CNL Dickinson, Ltd., a Florida limited partnership. He (She) ☐ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature