

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE ("Contract" or "Agreement") is made as of the Date of this Contract (as defined herein) among the following parties:

Buyer: ORLANDO SOCCER STADIUM, LLC,
a Florida limited liability company
618 E. South Street, Suite 510
Orlando, Florida 32801
Phone: 407-480-4714
Fax: 407-480-4729

Seller: CITY OF ORLANDO,
a municipal corporation existing under the laws of
the State of Florida
400 S. Orange Avenue
Orlando, Florida 32801
Attention: City Attorney
Phone: 407-246-2295
Fax: 407-246-2854

Escrow Agent: GrayRobinson, P.A.
Attention: Paul S. Quinn, Jr., Esq.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801
Phone: (407) 843-8880
Fax: (407) 244-5690

Property: See Exhibit "A" attached hereto and incorporated herein.

BACKGROUND

Seller is the owner of the Property (as defined hereafter). Buyer desires to purchase the Property, and Seller desires to sell it to Buyer, subject to and upon the terms and conditions of this Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements contained herein, the Earnest Money (as defined hereafter), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Buyer and Seller (collectively, the "Parties") agree as follows:

1. Property. Seller agrees to sell, and Buyer agrees to purchase from Seller, the land described on Exhibit "A," and depicted on Exhibit "B" together with all improvements, fixtures, permits, privileges, rights, minerals, and appurtenances relating thereto (collectively the "Property"), all improvements located on the Property, as of the Closing Date together with any later accessions or additions thereto (collectively, the "Improvements"), and, to the extent transferable and desired by Buyer, all licenses, permits, approvals, registrations, and other forms of authorization related to or useful for the ownership and operation of the Property or

Improvements (collectively the "Permits"). Without limiting the generality of the foregoing, Seller shall convey all mineral rights relating to the Property without any reservation or mineral rights retained by Seller.

2. Earnest Money. Buyer shall pay to Escrow Agent the sum of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) as earnest money, payable within five (5) business days (a business day is a day on which the national banks in Orlando Florida are open for the conduct of regular business) after due execution of this Contract by both Buyer and Seller. Such sum, together with any additions thereto, is hereinafter referred to as the "Earnest Money". The Escrow Agent shall deposit such Earnest Money in a non-interest bearing attorneys trust account. The Earnest Money shall be retained or refunded, as the case may be, in accordance with the terms of this Contract and shall be applied as a credit against the cash portion of the Purchase Price (as defined hereafter) at Closing (as defined hereafter).

3. Purchase Price. Buyer agrees to pay to Seller at the Closing (as defined below), as the full purchase price (the "Purchase Price") for the Property, the sum of THIRTY FIVE AND NO/100 DOLLARS (\$35.00) per square foot multiplied by the total number of gross square feet, or portion thereof, contained within the Property. The total number of gross square feet contained within the Property will be conclusively established by a survey of the Property to be performed, at Buyer's expense, by a professional land surveyor licensed in the State of Florida. The estimated area of the Property is 514,008 square feet which equates to an approximate purchase price of \$17,990,280.00. The sum of FOUR MILLION ONE HUNDRED THOUSAND AND 00/100 Dollars (\$4,100,000.00) (the "Cash Payment") shall be paid to Seller in cash at Closing from sums now held in escrow by the Seller, or from other funds of Buyer, with the remainder of the Purchase Price paid pursuant to a Purchase Money Promissory Note as described in this Contract. The Cash Payment constitutes full satisfaction of the Buyer's obligation to pay the Seller \$3,100,000 for site preparation work (in addition to the Purchase Price) pursuant to Section 2.c, of the Memorandum of Understanding entered into on May 29, 2015, between Buyer and Orlando Sports Holdings, LLC, an affiliate of Seller. \$1,000,000 of the Cash Payment would therefore be applied to the Purchase Price. The Purchase Price, subject to adjustments as set forth herein, shall be paid, as provided herein, on the Closing Date by Buyer to Escrow Agent, who, in turn, shall pay to Seller the net proceeds due Seller from this sale, after adjustments, prorations and expenses provided for in this Agreement, by wire transfer of immediately available funds to a bank account designated by Seller.

4. Purchase Money Promissory Note. The portion of the Purchase Price in excess of the Cash Payment shall be paid pursuant to a purchase money promissory note (the "Note") in form and substance acceptable to the Parties. The Note shall be secured by a first mortgage (the "Mortgage") on the Property, and all adjacent property owned by Buyer, in form and substance acceptable to the parties. The Mortgage and Note shall provide that the collateral securing the Note may be substituted with alternative collateral acceptable to Seller in its sole and absolute discretion. The parties acknowledge that Buyer is purchasing the Property as a portion of the property needed for a soccer stadium. The parties also acknowledge that Buyer has previously acquired certain real property adjacent to the Property (the "Adjacent Parcel"). The Property, together with the Adjacent Parcel, may be referred to in this Contract as the "Stadium Property" all as depicted on attached Exhibit "C".

Buyer financed the sum of Six Million Sixty-Two Thousand Eight and 00/100 Dollars (\$6,062,008.00) under the terms of a promissory note in favor of Seller, as the purchase price of

the Adjacent Parcel. Buyer has previously made a \$2,950,000 payment against the original loan amount, leaving a current outstanding principal balance of \$3,112,008. The loan associated with the Adjacent Parcel is secured by a cash deposit made by Buyer in Seller's possession or control. It is the intent of the parties that the promissory note executed in connection with the financing for the Adjacent Parcel be consolidated with the Note so that the Note will include sums due to Seller related to the Adjacent Parcel as well as the Property, and the Mortgage will encumber the entire Stadium Property. Any collateral or similar agreements relating to the loan described herein related to the Adjacent Parcel will be terminated contemporaneously with the Closing.

The Note shall bear interest beginning on the Closing date at a fluctuating rate equal to the one year LIBOR, plus one percent, adjusted semi-annually, with a floor of two percent (2%) per annum; shall require the interest that accrues during the first two years to be added to the principal balance, shall require semi-annual principal payments in the amount of Two Hundred Thousand Dollars (\$200,000.00) beginning six months from the second (2nd) annual anniversary date of the Closing; semi-annual payments of accrued interest beginning six months from the second (2nd) annual anniversary date of the Closing; and a balloon payment of all principal and all unpaid accrued interest on the fifteenth (15th) annual anniversary date of the Closing. The Note will be guaranteed by Buyer's sole shareholder (parent company). The Mortgage will permit junior encumbrances or secondary financing but only to the extent that said junior encumbrances or secondary financing is subordinate to the Mortgage. At Closing, Buyer will execute and deliver the Note and the Mortgage and other associated financing and security documents to Seller. Buyer will pay the documentary stamp tax due on the Note, the intangible tax due on the Mortgage, the cost of recording the Mortgage and other financing documents, and the cost of the loan title insurance policy and Form 9 Endorsement in a sum equal to the Note amount.

5. Purchase Price Adjustment for Environmental Remediation.

(a) Acknowledgement of Environmental Condition. The parties acknowledge that the Property and the Adjacent Parcel contained certain sources of contamination due to prior uses of the lands unrelated to the Seller's activities. Seller retained Professional Service Industries, Inc. ("PSI") to perform certain environmental studies and remediation on the Property and the Adjacent Parcel. Buyer acknowledges receipt of a copy of the Phase II Environmental Site Assessment/Supplemental Site Assessment Report prepared by PSI dated June 10, 2014 (the "Phase II") and Seller has or will make available to Buyer other related reports in Seller's possession regarding the environmental condition of the Property. The parties further acknowledge that Buyer will diligently pursue completion of a Remedial Action Plan, "RAP," that will be approved by the Florida Department of Environmental Protection, "FDEP," with respect to the Additional Remediation. The RAP describes and will control all work necessary for completion of the Additional Remediation. .

(b) Initial Remediation Completed. The Phase II showed environmental contamination requiring remediation. Seller has undertaken certain remediation efforts to prepare certain portions of the Property and the Adjacent Parcel, as depicted on attached **Exhibit "D"** for vertical construction ("Initial Remediation"). The Initial Remediation consisted of Soil and groundwater remediation activities associated with petroleum related impacts. Impacted soil was excavated, transported, and disposed properly and the excavation was backfilled with clean fill material and oxygen releasing compound (ORC) to treat residual groundwater impacts. Also, two areas of metal contaminated soils were removed. Seller hereby confirms that it has

completed the Initial Remediation, at its expense, consistent with a Remedial Action Plan, dated June 10, 2014, approved by FDEP and shall obtain appropriate confirmation of completion from the applicable governmental authorities within thirty (30) days after Closing. Per Section 7 of the Amendment of Memorandum of Understanding entered into between Seller and Orlando Sports Holdings, LLC, an affiliate of Buyer, on June 30, 2015, Buyer is responsible for the cost of any additional work related to the Initial Remediation after Closing.

(c) Additional Remediation Required/Environmental Credit. The parties acknowledge that the portion of the Property, generally depicted on attached **Exhibit "E,"** requires additional remediation ("Additional Remediation") prior to vertical improvements being constructed thereon. The Additional Remediation consists of work to be described in the RAP. The Purchase Price shall be reduced by the estimated cost of such Additional Remediation. The corresponding sum will be deducted from the Note amount. Seller shall cause PSI to provide both parties with an estimate of the costs of the Additional Remediation during the Inspection Period with such a level of remediation as may be required by the applicable governmental authorities, including without limitation FDEP and the Environmental Protection Agency, to permit the future development and use of the Property for a soccer stadium, and for the portion of the Property depicted on attached **Exhibit "E"** as mixed residential and/or commercial uses with residential dwellings on the second floor or higher levels of buildings to be constructed on such property. The reduction in the Purchase Price of the Additional Remediation (the "Environmental Credit") shall be equal to the estimate given by PSI for the total cost of the Additional Remediation, but in no event less than Two Million Five Hundred Thousand and 00/100 dollars (\$2,500,000.00) and in no event greater than the Purchase Price. If the cost of the Additional Remediation, as required by the RAP, exceeds the Environmental Credit, then Buyer will provide Seller with sufficient written evidence thereof and such excess cost shall be deducted from the principal balance of the Note, thereby reducing the sums last due under the Note. If the cost of the Additional Remediation is ultimately less than the Environmental Credit, or if the Additional Remediation is not completed, then Buyer will pay to Seller the difference between the actual cost of the Additional Remediation and the Environmental Credit provided at Closing within thirty (30) days of completion of the Additional Remediation.

(d) Continuity of Environmental Remediation Work. After Closing, Buyer assumes the obligation of conducting and completing the Additional Remediation and hereby agrees to initiate, and diligently pursue said work. The parties will cooperate in the conduct of such Additional Remediation, including granting access or other rights as may be reasonably needed to perform the Additional Remediation. Upon the request of Seller, Buyer will provide written updates to Seller relating to the conduct, and progress, of the Additional Remediation and will provide to Seller the Site Rehabilitation Completion Order (SRCO) as evidence of completion of the Additional Remediation. Seller will, if so requested by Buyer, assign to Buyer at Closing any or all contracts between Seller and PSI, along with any or all other contractors providing remediation or testing services to the Seller related to the Stadium Property (collectively, the "Environmental Consultants"). In addition, Seller shall use good faith efforts without the expenditure of funds to cause all such Environmental Consultants to consent to such assignment and to confirm in a writing satisfactory to Buyer that Buyer may rely on any and all reports or assessments prepared by such Environmental Consultants for Seller. Nevertheless, Seller shall be responsible for any and all reasonable costs or expenses of the Initial Remediation and all reasonable costs or expenses incurred relating to testing, evaluation or the Additional Remediation incurred prior to Closing. Buyer shall be responsible for payment of costs associated with the Additional Remediation incurred after Closing, subject to the reduction

in principal balance of the Note equal to excess costs over the Environmental Credit as set forth in this Agreement.

6. Costs and Prorations.

(a) Costs. Buyer shall pay for all costs of closing, including: documentary stamp tax and other transfer taxes applicable to this transaction, the cost of recording the deed. Buyer shall pay the cost of any surveys, soil tests, inspections, or other testing Buyer obtains. Buyer shall pay all costs incurred in connection with its financing and the loan title insurance policy and any endorsements required to the policy by Seller. Seller shall pay the cost of the title search, municipal lien search, and owner's title insurance premium, on the Stadium Property. Each Party shall pay its own attorney's fees.

(b) Prorations. As there are no Ad valorem taxes on the Property due to the nature of Seller, there shall be no proration of taxes or assessments at Closing. Payables related in any manner to the Property, including, without limitation, any payables for any utilities, labor, services, materials or supplies and amounts due and payable under any service contracts, relating to any time or period prior to the Closing Date shall be borne and paid by Seller.

7. Title. Seller shall convey good, marketable and insurable title to the Property to Buyer by special warranty deed (the "Deed"), which shall be made subject only to the exceptions, reservations, covenants, and conditions approved or accepted by Buyer, in writing (collectively referred to as the "Permitted Exceptions"), including, though not exclusively, an easement for the AT&T Lines, as hereinafter defined and other utility lines and easements located on the eastern side of the Stadium Site which easements appear in the Public Records of Orange County, Florida. Except for ad valorem taxes not yet due and payable, unless appearing in the Public Records of Orange County, Florida, and the Permitted Exceptions set forth on **Exhibit "F"**, no other title exception shall appear on the deed or other instrument to be recorded in connection with the transaction contemplated by this Contract. Furthermore, in such special warranty deed, the Seller shall convey any and all mineral or similar rights it owns or would retain and any approval for the transaction by the Seller will set forth language deemed necessary by the Title Company to remove any exception for mineral rights. Without limiting the generality of the foregoing, the Property shall not be subject to any (i) mortgage, deed to secure debt, deed of trust, security agreement, judgment, lien or claim of lien, or any other title exception or defect that is monetary in nature (except for those set forth herein or otherwise incurred by Buyer), or (ii) any leases, rental agreements or other rights of occupancy of any kind, whether written or oral (except as otherwise set forth herein). The title shall be subject to ad valorem property taxes not yet due and payable. The matters shown on **Exhibit "F"** shall be deemed Permitted Exceptions along with other matters the Buyer may accept in writing.

Seller shall provide to Buyer, within fifteen (15) days from the Date of this Contract, an updated commitment for title insurance ("Title Commitment") issued by Escrow Agent as an authorized agent for First American Title Insurance Company (the "Title Company"), covering the Stadium Property together with copies of all documents referred to in the Title Commitment. Such commitment shall agree to issue to Buyer, upon Closing of this transaction, an ALTA owner's title policy in the full amount of the Purchase Price, plus the Buyer's purchase price of the Adjacent Parcel, at Seller's expense. Buyer shall have thirty (30) days from the Date of the Contract in which to examine the commitment and to give Notice to Seller of any objections

which Buyer may have. If Buyer fails to give any Notice to Seller by such date, Buyer shall be deemed to have waived this right to object to any title exceptions or defects. If Buyer does give Seller Notice of objection to any title exceptions or defects, Seller shall then have the obligation to cure or satisfy title defects which are monetary in nature at or prior to Closing. Except as otherwise set forth in this Contract, with respect to defects which are not monetary in nature, Seller shall have the option to: (i) use its good faith efforts to cure the defects within 90 days of the date of the Notice, or (ii) terminate the Contract by Written Notice to Buyer within 20 days after receiving written Notice of Defects from Buyer. If the objection is not so satisfied by Seller, then Buyer shall have the right to either (i) terminate hereafter this Contract by Notice to Seller within 20 days following Seller's cure period, and the Earnest Money shall be returned to Buyer, or (ii) accept title to the Property subject to such defects. If Seller does so cure or satisfy the objection, within the time frame provided, then this Contract shall continue in effect. Buyer shall have the right at any time to waive any objections that it may have made and thereby to preserve this Contract in effect. The Title Commitment shall also provide for a contiguity endorsement in connection with the owner's policy, all at Seller's expense, so long as Buyer's surveyor has provided the title company (at Buyer's expense) with a Survey Affidavit indicating such contiguity exists.

8. Unrecorded Easement Interests. Seller hereby discloses to Buyer that within the Property are both underground and overhead utility lines that may interfere with construction and operation of the Stadium, including those owned by Bell South Telecommunications, LLC, also known as AT&T Florida, (the "AT&T Lines"). Seller has agreed to ensure the relocation of any and all such utility lines and remove any easements for such lines as necessary to accommodate construction and operation of the Stadium. This obligation of Seller shall survive Closing. Notwithstanding the above, Buyer acknowledges that the Property is also encumbered by utility easements and infrastructure, both existing and proposed that will not interfere with construction or operation of the Stadium. This obligation of Seller shall survive Closing. Buyer acknowledges, and has consented to, the establishment of an easement for the relocation of the AT&T Lines under the terms of an Agreement entered into between the Seller, the Buyer and AT&T, approved by the Seller on even date herewith.

9. Closing. The Closing ("Closing") of the transaction contemplated hereby shall be held by a mail-away closing, or in the offices of Seller or Escrow Agent, during regular business hours on or before the 30th day following the expiration of the Inspection Period (the "Closing Date"), unless extended pursuant to this Agreement. The exact time and date of Closing shall be selected by Buyer by Notice to the Parties at least five (5) days prior to the date so selected (or if no notice is sent, on this last day for Closing).

10. Broker and Broker's Commission. The Parties each warrant and represent to the other that such Party has not employed or dealt with a real estate broker or agent seeking a commission in connection with the transaction contemplated hereby. The parties covenant and agree, each to the other, to indemnify the other against any loss, liability, costs, claims, demands, damages, actions, causes of action, and suits arising out of or in any manner related to the alleged employment or use by the indemnifying Party of any real estate broker or agent.

11. Survey. Buyer shall have the Property surveyed at Buyer's expense. The survey shall set forth the acreage of the Property to the 00/10 sq. ft. The parties acknowledge that the Seller does not have accurate aggregate legal description(s) for the Property and the surveyor will be required to prepare legal description(s) for the Property. The parties agree that the legal descriptions prepared by the surveyor shall be subject to the reasonable approval of both

parties during the Inspection Period. Buyer shall request that such survey provide or include any or all of the following: (i) an accurate legal description of the Property, and (ii) a depiction of all improvements, visible evidence of easements in use, evidence of boundaries, all easements, and any encroachments or overlaps, and (iii) certify the net area of the Property and (vi) certify that the Property is internally contiguous without any gaps and or gores and contiguous with the Adjacent Parcel along the entire northern and western sides so that the Property together with the Adjacent parcel create one unified parcel of land. If the survey shows any encroachments, gaps, overlaps, reservations, restrictions, parties in possession, that there is any issue concerning contiguity or other similar matters affecting the Property, Buyer may, within five (5) days of receipt thereof, give written notice of its objection to such survey matter(s) to Seller, and such matters shall be treated as title defects for which Seller has the same obligation and Buyer has the same options and remedies as are described in this Agreement.

12. Inspection.

(a) Inspection Period. The inspection period ("Inspection Period") shall commence on the Date of this Contract and shall terminate on the 30th day following the Date of this Contract.

(b) Leases. There are no leases on the Property.

(c) Inspection. Buyer and Buyer's agents, employees and independent contractors are currently occupying the Property for construction of the Stadium under the terms of the Project Construction Agreement dated April 11, 2014, between Buyer and Seller. Notwithstanding Buyer's current use and occupation of the Property, Buyer shall have the right and privilege (but not the obligation) to enter upon the Property prior to Closing to survey and inspect the Property, building and equipment. Such inspections, including termite inspections and such other inspections and studies as Buyer may desire, shall be done at Buyer's sole cost and expense. In the event the Buyer elects to terminate this Contract pursuant to a right to do so granted under another provision of this Contract, then Buyer shall deliver to Seller copies of all such surveys, reports, tests and studies, at no expense to Seller.

(d) As-Is. The Buyer is purchasing the Property in its "as-is" condition. Except as set forth in this Contract, the Seller makes and specifically disclaims any representations or warranties with respect to the Property. The Buyer has been given an opportunity to inspect the Property and is relying upon its own investigations in connection with the purchase.

(e) Environmental Reports. The parties acknowledge that extensive environmental testing and remediation has been performed on the Property and that Seller has delivered a copy of the Phase II to Buyer along with all environmental reports which constitute all the environmental reports in Seller's possession relating to the Stadium Property. Buyer and Seller agree that Buyer has permission to discuss environmental issues related to the Property with representatives of PSI.

(f) Indemnity. Buyer hereby covenants and agrees to indemnify and hold harmless Seller from any and all loss, for construction liens or property damage or bodily injury or death to persons arising out of or in any manner related to the exercise by Buyer of Buyer's rights to inspect under this paragraph.

13. Cooperation and Information. Seller agrees to cooperate with Buyer's representatives and contractors and to disclose and make available to Buyer within three (3) business days after the Date of this Contract copies of all existing historical, operational and other records in Seller's possession or control reasonably related to any of the Stadium Property or the sale contemplated by this Agreement, including, but not limited to, all environmental assessments or audits and other studies or reports, all licenses, all Permits and approvals issued by any regulatory or governmental authorities.

14. Conditions Precedent to Obligations of Buyer. Buyer's obligation to consummate the transaction contemplated by this Agreement is subject to and conditioned upon the fulfillment of all of the following conditions, any of which conditions may only be waived by Buyer in writing:

(a) Representations and Warranties. All of the representations and warranties of Seller contained in this Agreement shall be true and correct on and as of the Closing Date.

(b) Seller's Performance. Seller shall have performed and complied with all covenants, agreements and conditions contained in this Agreement and delivered all documents required by this Agreement to be performed, complied with or delivered by Seller at or prior to the Closing.

(c) Development Agreement. The parties shall have reached agreement on the form and substance of a development agreement ("Development Agreement") to be executed and delivered by the parties at Closing governing the development of certain portions of the Stadium Property.

(d) Property Condition. There shall be no adverse change in the environmental or other condition of the Property, caused by Seller's activities, prior to the Closing.

(e) Title. The Buyer shall have received on the Closing Date an unconditional and binding commitment (the "Proforma Title Policy") to issue an owner's title insurance policy consistent with Section 7, dated on the Closing Date, in an aggregate amount equal to the Purchase Price, plus the purchase price of the Adjacent Parcel. The Proforma Title Policy shall reflect: (i) that all requirements listed under Schedule B-Section 1 of the Title Commitment have been satisfied; (ii) that the effective date is the date and time of recordation of the Deed transferring title to the Property to the Buyer, with no exception for the gap between the effective date on the Title Commitment and such recordation; (iii) that all Objections in any Notice to Seller are either deleted or insured over, and (iv) that all standard exceptions shown on schedule B-2 of the title Commitment are deleted (so long as Buyer has provided the title company with a properly certified survey of the Property and the Adjacent Parcel).

(f) Failure of Conditions. If the Buyer's conditions precedent set forth above are not satisfied or waived, then this Agreement shall automatically terminate, the Earnest Money shall be refunded to Buyer, and thereafter neither Seller nor Buyer shall have any further rights, obligations or liabilities under this Agreement.

15. Conditions Precedent to Obligations of Seller. The obligation of Seller to consummate the transaction contemplated by this Agreement is subject to and conditioned upon the fulfillment on or before the Closing Date of all of the following conditions, any of which conditions may only be waived by Seller in writing:

(a) Representations and Warranties. All of the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date.

(b) Covenants and Agreements Performed. Buyer shall have performed and complied with all covenants and agreements and conditions contained in this Agreement and delivered all documents required by this Agreement to be performed, complied with or delivered by Buyer at or prior to the Closing.

(c) Failure of Condition. If either of the Seller's conditions precedent described above is not satisfied when required by this Agreement, then this Agreement shall automatically terminate, the Earnest Money shall be refunded to Buyer, and thereafter neither Seller nor Buyer shall have any further rights, obligations or liabilities under this Agreement. .

16. Conditions Precedent to the Obligations of Any Party. If, on or prior to the Closing, any suit, action or other proceeding shall be pending before any court or governmental agency in which it is sought to restrain or prohibit the consummation of the transaction contemplated by this Agreement or shall be pending before any court in which it is sought to obtain substantial damages in connection with this Agreement, or the consummation of the transaction contemplated hereby, then the party receiving information that such event has occurred shall promptly notify the other party, and the Closing Date as provided in this Agreement shall be postponed. The Parties shall then confer as to the appropriate action to be taken as the result of such suit, action, or proceeding and as to the desirability of consummating the transaction herein contemplated and set a new Closing Date. If no agreement shall be reached as to the action to be taken during the period of ten (10) days from the original Closing Date, either party shall have the right, to be exercised within ten (10) days after the expiration of said ten (10) day conference period, by written notice to the other, to terminate this Agreement effective upon the delivery of such notice and without liability or expense of said party to the other party by reason of this Agreement. Upon such termination, the Earnest Money shall be refunded to Buyer and thereafter neither Seller nor Buyer shall have any further rights, obligations or liabilities under or in connection with this Agreement.

17. Seller's Obligations at Closing. On the Closing Date, Seller shall execute and acknowledge as appropriate and deliver or cause to be delivered to Buyer the following:

(a) a Closing Statement in a form reasonably acceptable to Buyer and Seller;

(b) the Deed;

(c) a bill of sale conveying to Buyer any tangible personal property owned by Seller associated with the Property;

(d) a quit claim assignment conveying to Buyer any intangible property or rights owned by Seller associated with the Property;

(e) the Development Agreement;

(f) the remaining undisbursed Contribution, as described in this Agreement;

(g) a Form W-9 Request for Taxpayer Identification Number and Certification, and Form 1099, if required by law;

(h) a Seller's Affidavit in the form required by the Title Company for the purpose of deleting from the Proforma Title Policy all standard exceptions from coverage (other than the standard exception for taxes for the year of Closing and all subsequent years); and

(i) such other documents as may be reasonably required by Buyer, Escrow Agent or the Title Company to consummate the transaction contemplated by this Agreement or for the issuance of the Proforma Title Policy.

(j) Seller shall deliver and Buyer shall, subject to the terms of this Agreement, take exclusive possession of the Property on the Closing Date.

18. Buyer's Obligations at Closing. On the Closing Date, Buyer shall execute and acknowledge as appropriate and deliver or cause to be delivered to Seller the following:

(a) payment of the Purchase Price, as adjusted in accordance with this Agreement;

(b) the Note;

(c) the Guaranty;

(d) to the extent practical, the Assignment of Leases and Rents (along with such other loan documents as are used in commercial loans of this nature in Orlando, Florida, such as UCC Financing Statements)

(e) the Mortgage;

(f) the Development Agreement; and

(g) a Closing Statement in a form reasonably acceptable to Buyer and Seller.

(h) such other documents as may be reasonably required by Seller to consummate the transaction contemplated by this Agreement or for the issuance of the Proforma Title Policy.

19. Assumption/Termination of Contracts: At or prior to Closing, Seller shall either assign or terminate, at Buyer's sole and absolute discretion, any existing contracts, service agreements, leases, or agreements of any kind related to the Property or the construction of the soccer stadium. At or prior to Closing, Buyer and Seller shall also terminate any agreements between Buyer and Seller related to the Property as deemed necessary by Buyer or Seller. As to any contracts or agreements which are assigned to Buyer at Closing, Buyer shall also assume in writing such agreements.

20. Further Documentation and Actions After Closing. From time to time, at Buyer's request, whether made at or after the Closing, and without additional consideration, Seller shall, at Seller's expense, and subject to City of Orlando City Council approval if required, execute and deliver such further instruments of conveyance, transfer and assignment, and take any such other actions, as Buyer may reasonably require in order to more effectively evidence and confirm Buyer's ownership of the Property or to complete the transfer and delivery of the Property to Buyer.

21. Protection of Buyer. Seller shall defend, exonerate, indemnify and hold harmless Buyer, its members, officers, directors, employees and agents from and against all causes of action, claims, debts, losses, damages, demands, liabilities, injuries, fines, penalties, costs, and expenses, suits or obligations (including attorneys' fees or consultants' fees, and remedial, removal or other response costs and costs of defense) of any and every nature whatsoever to the extent arising out of or in any manner connected with Seller's activities on the Property at all times up to and including the Closing. This Section shall survive the Closing or termination of this Agreement but shall terminate upon completion of the Stadium. Nothing in this Agreement constitutes a waiver of the Seller's grant of sovereign immunity or the limits of liability established under Florida law, which limits shall apply to Seller's obligations hereunder.

22. Protection of Seller. Buyer shall defend, exonerate, indemnify and hold harmless Seller, its elected and appointed officials, employees and agents from and against all causes of action, claims, debts, losses, damages, demands, liabilities, injuries, fines, penalties, costs, and expenses, suits or obligations (including attorneys' fees or consultants' fees, and remedial, removal or other response costs and costs of defense) of any and every nature whatsoever to the extent arising out of or in any manner connected with Buyer's activities, including Buyer's contractors' activities, on the Property, both prior to Closing and after Closing. This Section shall survive the Closing or termination of this Agreement but shall terminate one year after the completion of the Stadium and the completion of the Additional Remediation, whichever is later.

23. Contribution to the City. Buyer and Seller acknowledge that Buyer made a \$30,000,000.00 contribution to Seller for costs relating to the construction of the soccer stadium ("Contribution"), under prior agreements between Seller and Buyer (or Buyer's sole shareholder). With Buyer's consent and approval, Seller has disbursed some of the Contribution for acquisition and construction costs related to the Stadium. Seller holds the undisbursed balance of the Contribution. Simultaneously with the Closing, Seller will return to Buyer such of the remaining balance of the Contribution, less any amount disbursed after the Date of this Contract with Buyer's written consent, with accrued interest.

24. As-Is Acknowledgement. Except as set forth in this Contract, Buyer acknowledges and agrees to accept the Property in its "AS IS" condition at the time of closing, including without limitation, any hidden defects or environmental conditions not known to Seller

affecting the Property and whether or not such defects or conditions were discoverable through inspection. Buyer acknowledges that except as set forth in this Contract, Seller, its agents and representatives have not made, and Seller specifically disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written in respect to:

(a) the physical condition or any other aspect of the Property including the structural integrity or the quality or character of materials used in construction of any improvements, availability and quality or quantity of water, stability of the soil, susceptibility to landslide or flooding, sufficiency of drainage or any other matter affecting the stability or integrity of the Property of improvements;

(b) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property or improvements, apparent, non-apparent or latent, which now exist or which may hereafter exist and which if known to Buyer, would cause Buyer to refuse to purchase the property.

Buyer represents and warrants to the Seller the following:

(1) Buyer is purchasing the Property solely in reliance on its own investigations and inspections of the Property and not on any information, representation or warranty provided or to be provided by Seller, its representatives, brokers, employees, agents or assigns except as set forth in this Agreement;

(2) Neither Seller, nor its employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or expressed, relating to the condition of the Property or the contents thereof, except as expressly set forth in the Contract; and

(3) Buyer has not relied on any representation or warranty from Seller regarding the nature, quality or workmanship of any improvements, repairs or remediation made by Seller.

(4) Buyer has inspected or been given the opportunity to inspect any improvements, repairs or remediation made by Seller to the Property and accepts the improvements in their as-is condition.

As a material part of the consideration to be received by Seller under the terms of the Contract as negotiated by Buyer and Seller, Buyer waives:

(a) Any claims or losses Buyer may incur as a result of construction or other defects, which may now or hereafter exist with respect to the Property; and

(b) Any right to void this sale or reduce the purchase price or hold Seller responsible for damages on account of the condition of the Property, lack of suitability and fitness, quality of access, and defects which are apparent, non-apparent or latent, discoverable or non-discoverable.

(c) Any claim arising from encroachments, easements, shortages in area or any other matter which is revealed by the Survey or Title Commitment.

25. Representations and Warranties of Seller. Seller hereby represents and warrants as follows to Buyer, such representations and warranties to be true and correct on the Effective Date hereof and on the Closing Date, that:

(a) Organization, Authorization. Seller is a municipal corporation of the State of Florida and (i) Seller has full power and authority to enter into this Agreement and to comply with the terms of this Agreement; and (ii) all requisite action has been taken to make this Agreement valid and binding on Seller in accordance with its terms. The person signing this Agreement on behalf of Seller is fully authorized to do so.

(b) Conflicts. The execution, delivery and performance of this Agreement by Seller will not conflict with or result in the breach or violation of any other agreement or obligation of Seller, or require the consent of any third party.

(d) Litigation and Claims. (i) There are no administrative or judicial claims, actions, suits or proceedings pending or threatened, and there are no issued or threatened adverse orders or judgments of any judicial, governmental, administrative or regulatory body, against or relating to Seller or the Property that could adversely affect the use or value of the Property or hinder the sale of the Property in accordance with this Agreement; (ii) Seller does not know of any basis for any such claim, action, suit, proceeding, order or judgment; and (iii), to Seller's knowledge, the Property is in compliance with all applicable laws, codes, ordinances and regulations, including, without limitation, those relating to environmental protection.

(e) Title to the Property. On the Closing Date, Seller will hold good and marketable title to the Property, and on the Closing Date, the Property shall be free and clear of all mortgages, liens, charges, security interests, pledges, encumbrances and other third party claims.

(f) Parties in Possession. Except as otherwise set forth herein, there is no person or entity other than Seller, Buyer and Buyer's contractors, in possession of the Property, and there is no lease, tenancy or other occupancy agreement or any purchase agreement, purchase option, agreement for deed, right of first offer, or right of first refusal relating to or affecting the Property.

(g) Assessments. Seller has received no notices with respect to improvements planned which may result in special assessments being levied against the Property in the future and, to Seller's knowledge, there are no such improvements planned which may result in special assessments being levied against the Property in the future.

(h) Other Agreements. Except for agreements previously entered into between Buyer and Seller, other than this Agreement and the documents to be entered into at the Closing pursuant hereto, there are no agreements binding upon Seller or the Property that will bind either Buyer or any of the Property after the Closing.

(j) Judgments, Tax Liens, Bankruptcy, Condemnation. There is no judgment, attachment, execution or assignment by or against Seller for the benefit of creditors. There is no tax or assessment lien encumbering any of the Property other than for current ad valorem taxes. There is no unpaid sales tax, use tax, or other tax in any way related to the Property. There is no receivership, or voluntary or involuntary proceeding in bankruptcy or pursuant to any other debtor relief laws, contemplated or pending by or against either Seller or the Property.

There is no pending or, to the Seller's knowledge, proposed condemnation as to any of the Property.

(k) Survival of Warranties . All of the warranties and representations given by Seller in this Article or elsewhere in this Agreement, all of which are relied upon by Buyer, shall survive the Closing for a period of one year.

26. Contingencies and Certain Seller and Buyer Obligations. This Contract is specifically contingent upon and, as applicable ,the Seller and Buyer shall have the duties set forth below:

(a) The City Council of Orlando approving this Contract and authorizing the Mayor or his agents to sign the Contract, closing documents, financing documents and any other documents related to the sale of the Property to the Buyer.

(b) The conveyance by the Community Redevelopment Agency of the City of Orlando, Florida to Seller of the following described property: see Exhibit "G" attached hereto and incorporated herein. Seller shall cause such conveyance to occur on or prior to the Closing Date.

(c) Vacation by the Seller of right of way/park purposes (to eliminate rights of the public) of the property described in Exhibit "H" attached hereto and incorporated herein. Seller shall cause such Vacation to occur on or prior to the Closing Date.

(d) Buyer's payment in full (at or prior to Closing), by virtue of execution and delivery of the Note, of that certain Promissory Note executed by Buyer in favor of Seller and dated June 30, 2015 in the original principal sum of \$6,062,007.75.

(e) Buyer approving the purchase of the Property from Seller and authorizing the appropriate individual to sign the Contract, closing documents, financing documents and any other documents related to the purchase of the Property.

(f) Buyer and Seller's execution of a mutually acceptable Development Agreement relating to development of the Stadium.

27. Default and Remedies. If Buyer fails or refuses to perform its obligations under this Contract (other than the failure to close as scheduled), and such failure or refusal is not cured within twenty (20) days after Notice from Seller, then Seller shall have the right to seek specific performance, or elect to receive the return of the Earnest Money.

If Seller fails or refuses to convey the Property in accordance with the terms of this Contract or otherwise perform its obligations hereunder, and such failure or refusal is not cured within twenty (20) days after Notice from Buyer, then Buyer shall have the right to seek specific performance, or elect to receive the return of the Earnest Money.

28. Notice. Wherever in this Agreement it shall be required or permitted that notice, request, consent, or demand be given by either party to this Agreement to or on the other (hereafter collectively "Notice" for the purpose of this paragraph), such Notice shall not be deemed to have been duly given unless in writing, and either personally delivered, mailed or

telecopied to the addresses for the parties as set forth on Page 1 of this Agreement. Counsel for the parties set forth herein may deliver or receive notice on behalf of the parties.

Any Notice sent by United States Mail, registered or certified, postage prepaid, return receipt requested, shall be deemed received three days after it is so mailed. All other Notices shall be deemed delivered only upon actual delivery at the address (or telecopy number) set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be regarded as delivered on the next business day. Saturdays, Sundays and legal holidays of the United States government shall not be regarded as business days.

If any time for giving Notice or other time period contained in this Agreement would otherwise expire on non-business day, the Notice period or time period shall be extended to the next succeeding business day. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in address or telecopy number or addresses to whom copies are to be sent to which Notices shall be sent by six (6) days written notice to the parties and addressees set forth herein.

When any period of time prescribed herein is less than six (6) days, intermediate non-business days shall be excluded in the computation.

29. Assignment of Contract by Buyer. Buyer may not assign this Contract without the written consent of Seller, except that Buyer may assign this Contract to a partnership or corporation or other business entity in which the Buyer or Flavio Augusto daSilva owns at least a 50% interest in equity and voting rights without the consent of Seller, but written notice of such assignment shall promptly be provided to Seller.

30. Time of Essence. Time is of the essence of this Contract.

31. Extensions. The Real Estate Manager for the City of Orlando, Florida may act on Seller's behalf in connection with any and all actions of Seller as described in this Agreement, including extensions of each and every deadline or any timeframe set forth in this Agreement for a period of up to ninety (90) days.

32. Entire Agreement. This Contract constitutes the entire agreement of the Parties and may not be amended except by written instrument executed by Buyer and Seller.

33. Interpretation. The paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Contract or any provision hereof. If any Party is made up of more than one person or entity, then all such persons and entities shall be included jointly and severally, even though the defined term for such Party is used in the singular in this Contract. If any right of approval or consent by a Party is provided for in this Contract, the Party shall exercise the right promptly, in good faith and reasonably, unless this Contract expressly gives such Party the right to use its sole discretion.

34. Attorney's Fees. In any litigation arising out of this Contract, the prevailing party shall be entitled to recover attorney's fees and costs, including fees and costs on appeal.

35. Termination. "Terminate" or "Termination" shall mean the termination of this Contract pursuant to a right to do so provided herein. Upon Termination, the Earnest Money shall be disbursed to Buyer if this Contract has been terminated by Buyer pursuant to a right of

Buyer to terminate provided herein. If this Contract has been terminated by Seller pursuant to a right of Seller to terminate as provided herein, the Earnest Money shall be disbursed to Seller or Buyer as this Contract provides herein, and the Parties shall have no further rights or duties under this Contract except as expressly provided herein.

36. Possession. Notwithstanding that fact that Seller has already delivered possession of the Property to Buyer under the terms of the Project Construction Agreement, Seller shall also deliver actual possession and legal title to the Property at Closing.

37. Applicable Law and Venue. This Contract shall be construed and interpreted in accordance with the laws of the State of Florida. Venue shall be in Orange County, Florida.

38. Persons Bound. This Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns as provided herein.

39. Exhibits. The exhibits and schedules referred to in and attached to this Contract are incorporated herein in full by reference.

40. Escrow Agent. In performing any of its duties hereunder, the Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for willful default or breach of trust, and it shall accordingly not incur any such liability with respect (i) to any action taken or omitted in good faith upon advice of its counsel or (ii) to any action taken or omitted in reliance upon any instrument, including any written notice or instruction provided for in this Contract, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Contract. The Escrow Agent is hereby specifically authorized to refuse to act except upon the written consent of Seller and Buyer. Seller and Buyer hereby agree to indemnify and hold harmless the Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation and counsel fees and disbursements, which may be imposed upon the Escrow Agent or incurred by the Escrow Agent in connection with its acceptance or the performance of its duties hereunder, including any litigation arising from this Contract or involving the subject matter hereof. In the event of a dispute between Seller and Buyer sufficient in the discretion of the Escrow Agent to justify its doing so, the Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property in its hands under this Contract, together with such legal pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Contract. Any such legal action may be brought in such court as the Escrow Agent shall determine to have jurisdiction thereof. Seller and Buyer shall bear all costs and expenses of any such legal proceedings. Each Party agrees that the mere fact that Escrow Agent shall serve as Escrow Agent hereunder shall not disqualify said Escrow Agent or any of its individual attorneys from representing any party to this transaction.

41. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

42. Counterparts; Facsimiles and Electronic Signatures. The Contract and any Addendum may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and electronic signatures on the Contract and any Addendum and any Amendments hereto shall be considered the same as original signatures for all purposes.

43. Waiver of Trial by Jury. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT WHICH SUCH PARTY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDING BASED ON OR ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE BUT NOT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, VERBAL OR WRITTEN STATEMENTS, OR ACTS OR OMISSIONS OF ANY PARTY THAT IN ANY WAY RELATE TO THIS AGREEMENT OR OTHER SUCH DOCUMENT. EACH PARTY AGREES THAT SUCH PARTY WILL NOT SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED.

44. Tax-Deferred Exchange. Either Party, at that Party's election, may acquire or sell the Property at the Closing through a like-kind exchange of properties under Section 1031 of the Internal Revenue Code of 1986, as amended, and applicable regulations (collectively, the "Code") by use of a Qualified Escrow Account, Qualified Trust or Qualified Intermediary, as those terms are defined in the Code. Each Party agrees to cooperate with the other Party's like-kind exchange, but the cooperating Party makes no representation as to the efficacy of such exchange for tax purposes. As part of any such exchange, Seller shall convey and transfer ownership of the Property directly to Buyer and Buyer shall not be obligated to acquire or convey any other property as part of such exchange. The Party electing to conduct an exchange shall pay all additional expenses incurred by either Party for the like-kind exchange. Nothing in this paragraph shall release either Party from that Party's obligations under this Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE.]

THE PARTIES have set their hands and seals hereto as of the day and year indicated below their signatures.

SELLER:

CITY OF ORLANDO,
a Florida municipal corporation

By: _____
_____ Mayor

Date signed by Seller: _____, 2016

BUYER:

ORLANDO SOCCER STADIUM, LLC, a
Florida limited liability company

By: _____
Name: _____
Title: _____

Date signed by Buyer: _____, 2016

ESCROW AGENT:

GRAYROBINSON, P.A.

By: _____

Name: _____

Title: _____

Date signed by Escrow Agent: _____, 2016

EXHIBIT "A"

LEGAL DESCRIPTION

Legal description to be determined by survey, as more particularly described in the Contract.

The land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

Parcel A:

Lots 1, 2, 3, and 4, Sellers Central Avenue Subdivision, according to the plat thereof as recorded in Plat Book G, Page 88, Public Records of Orange County, Florida; Together with the East one-half of S. Parramore Avenue and North one-half of West Pine Street, adjacent to said lots vacated by Ordinance recorded February 24, 2015 in Official Records Book 10880, Page 1640, Public Records of Orange County, Florida.

Lots 6, 7, 8, and 9, Less the South 5 feet of Lot 9, Drew and Phillips Sub-division, according to the plat thereof as recorded in Plat Book D, Page 128, Public Records of Orange County, Florida; Together with the North one-half of West Pine Street, adjacent to said lots vacated by Ordinance recorded February 24, 2015 in Official Records Book 10880, Page 1640, Public Records of Orange County, Florida.

Lots, 1, 2 and 3, Block "A", Parramore Heritage Park, according to the plat thereof as recorded in Plat Book 62, Pages 46 and 47, Public Records of Orange County, Florida; Together with the West one-half of S. Parramore Avenue, adjacent to said lots vacated by Ordinance recorded February 24, 2015 in Official Records Book 10880, Page 1640, Public Records of Orange County, Florida.

and

Parcel B:

Lots 1 through 8, inclusive, Jay Campbell's Subdivision, according to the plat thereof as recorded in Plat Book F, Page 72, Public Records of Orange County, Florida.

Lots 4, 5 10, 11, 15, 16, 17, 18, 25, 26, and 27, Drew and Phillips Sub-Division, according to the plat thereof as recorded in Plat Book D, Page 128, Public Records of Orange County, Florida,

LESS AND EXCEPT PARCELS A and B AS SET FORTH BELOW:

A. The South 5 feet of Lots 4 through 7, Jay Campbell's Subdivision, according to the plat thereof as recorded in Plat Book F, Page 72, for street and park purposes, as conveyed in Deed Book 345, Page 345, Deed Book 339, Page 5, and Deed Book 339, Page 4, Public Records of Orange County, Florida; and

B. The South 5 feet of Lot 11, Drew and Phillips Sub-Division, according to the plat thereof as recorded in Plat Book D, Page 128, for street and park purposes, as conveyed in Deed Book 337, Page 554, Public Records of Orange County, Florida;

TOGETHER WITH all right, title and interest of Seller or appurtenant to the Real Property, if any, in and to the following: (a) all tenements, hereditaments, privileges, interests, and

appurtenances belonging or in any way appertaining to the above-described land; (b) all easements and rights-of-way serving or benefitting the above-described land and all rights of ingress to and egress from the above-described land; (c) all rights in and to any roads, streets, alleys, ways, and rights-of-way lying within or adjacent to the above-described land; (d) the shores and bottoms of any water bodies lying within or adjacent to the above-described land; (e) all water use and consumption rights; (f) all land use and development rights and entitlements, concurrency vesting rights, utility rights and capacities, drainage rights, and impact fee credits, related to or benefitting the above-described land; (g) all soil, minerals, gas, and petroleum located in, on or under the above-described land and all rights to explore for and extract the same; and (h) all rights, claims, defenses, immunities, indemnities and actions that Seller may have against any third party with respect to the above-described land, including, but not limited to, those relating to the existence of any hazardous materials on, under or about the above-described land.

EXHIBIT "B"
SKETCH OF PROPERTY

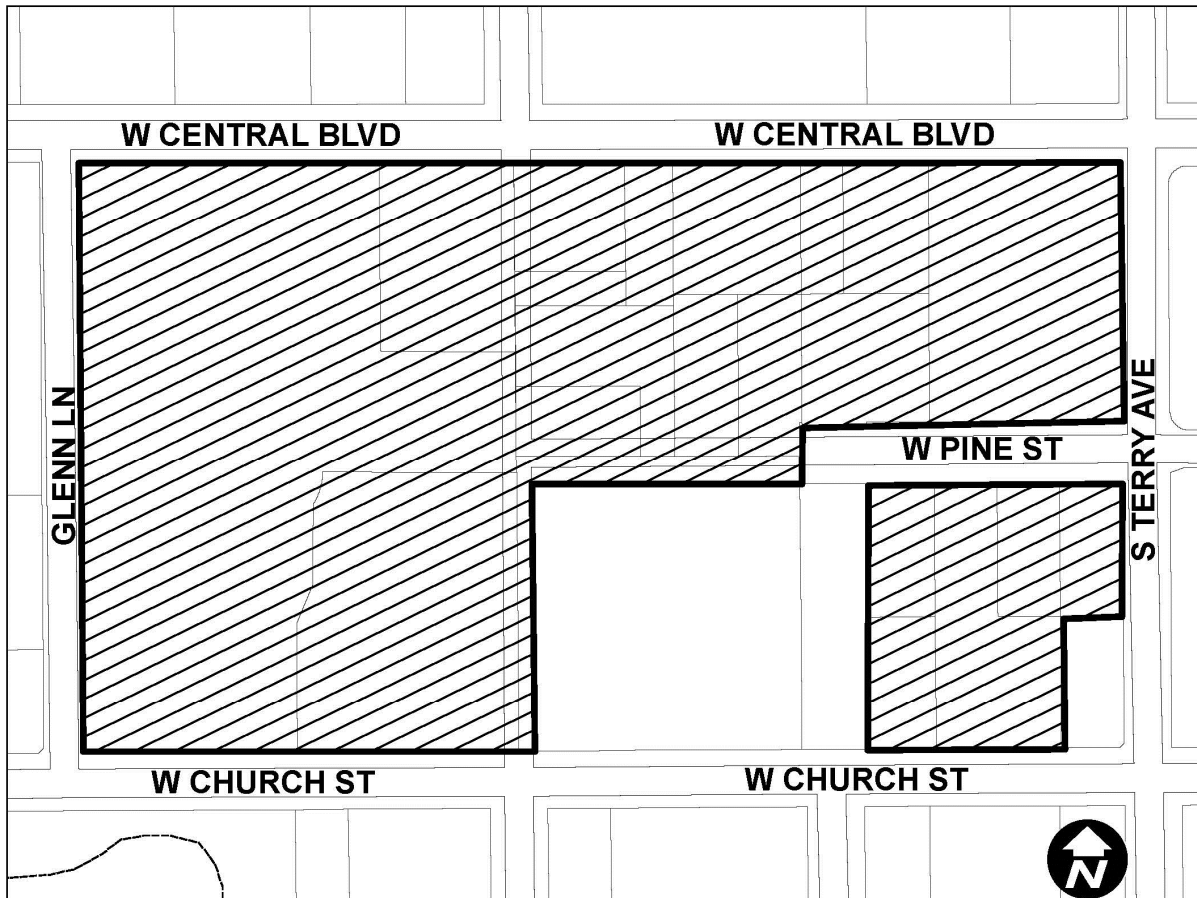


EXHIBIT "C"

SKETCH OF STADIUM PROPERTY

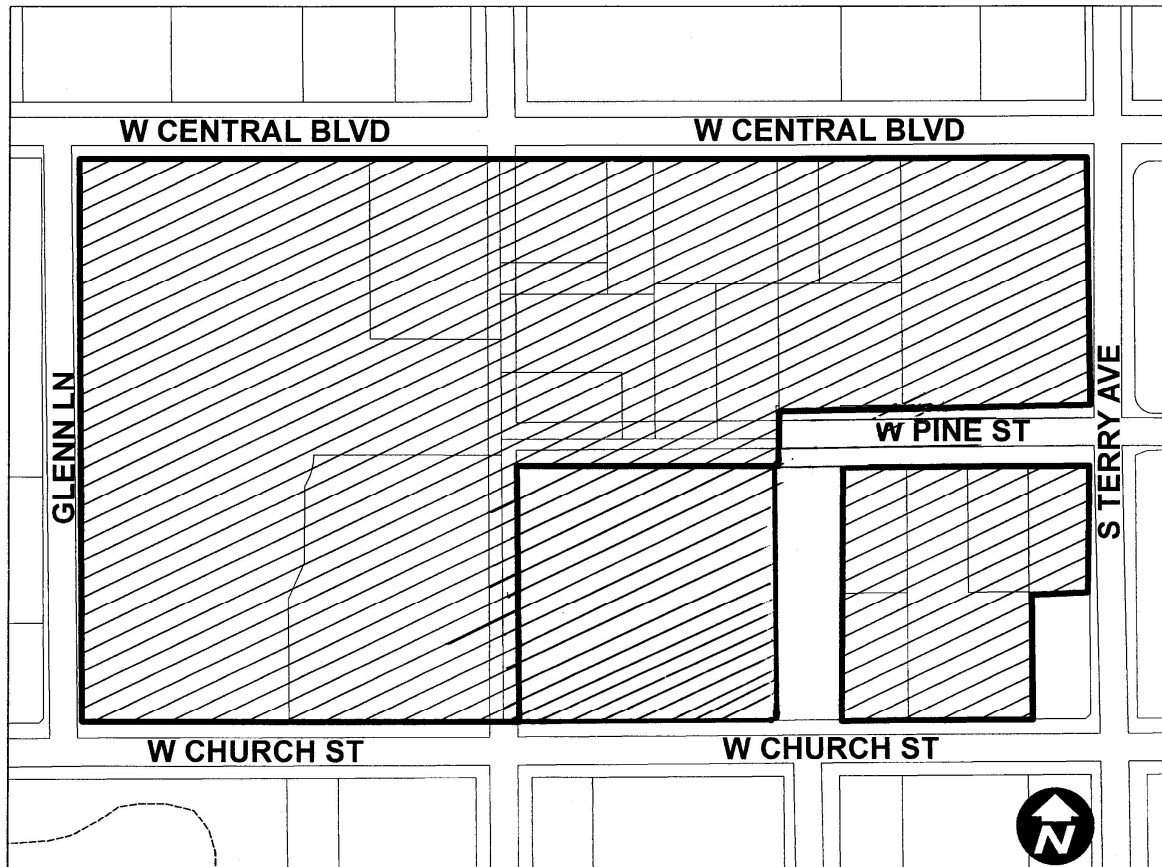


EXHIBIT "D"

SKETCH OF PROPERTY REMEDIATED AND READY FOR VERTICAL DEVELOPMENT

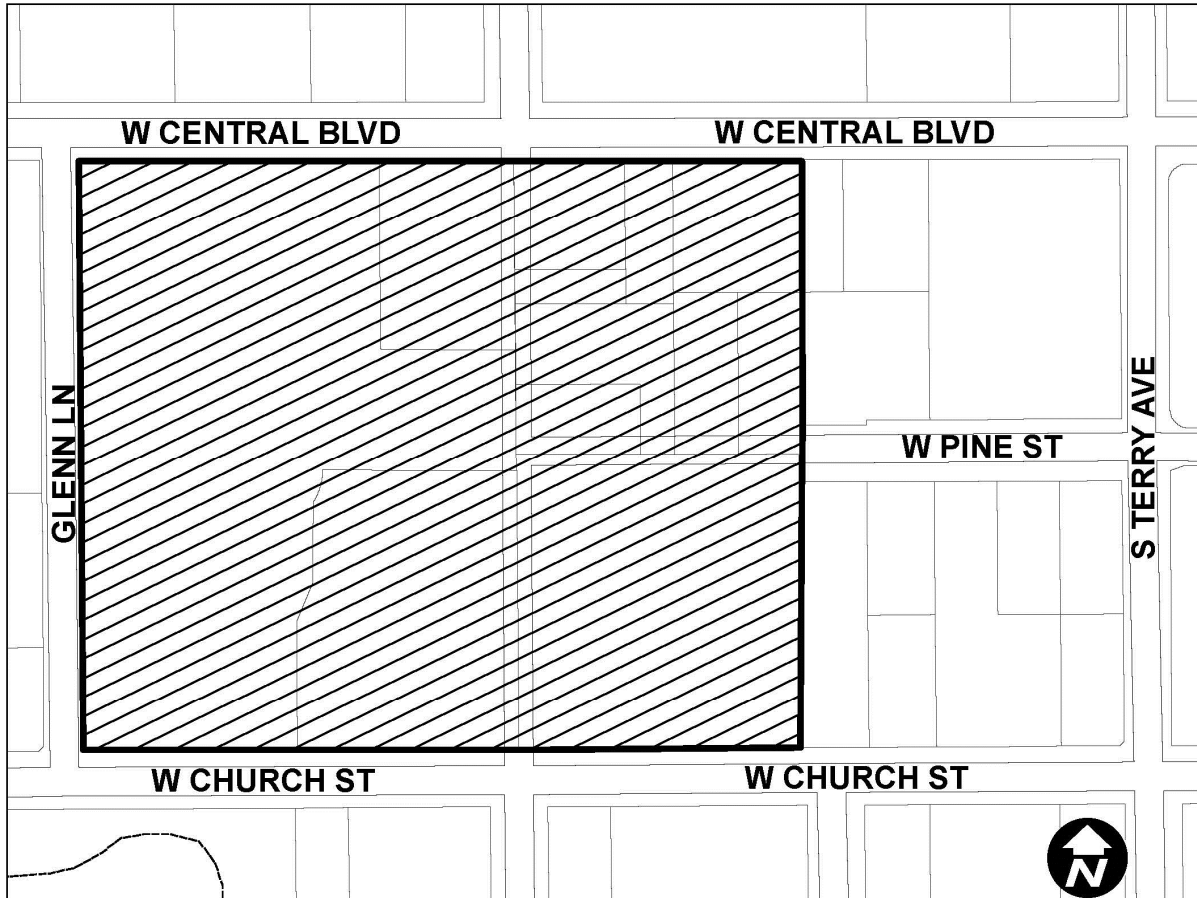


EXHIBIT "E"

SKETCH OF PROPERTY REQUIRING ADDITIONAL REMEDIATION

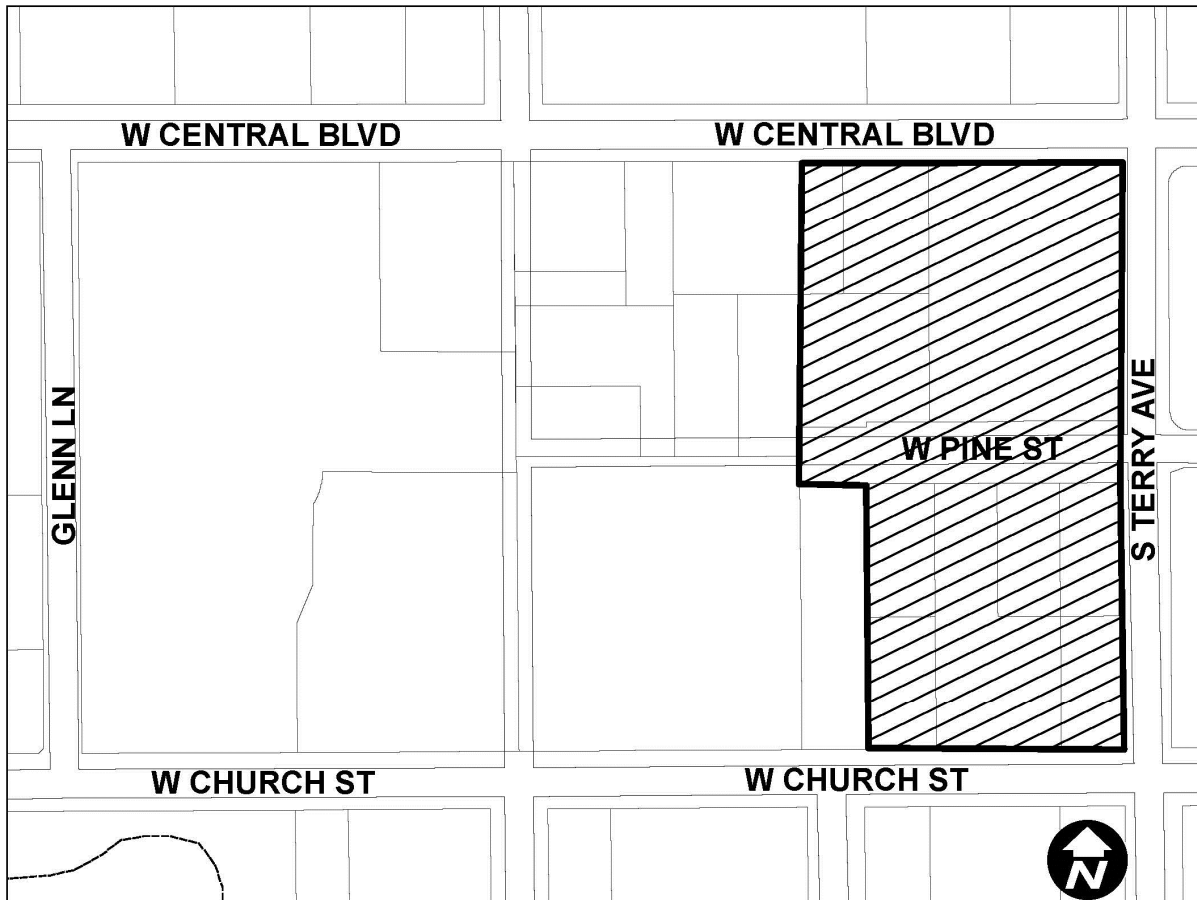


EXHIBIT “F”

PERMITTED TITLE EXCEPTIONS

Permitted Exceptions to be agreed upon during the Inspection Period

EXHIBIT "G"

LEGAL DESCRIPTION OF PROPERTY OWNED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO, FLORIDA

Lot 2, Block "A", Parramore Heritage Park, according to the plat thereof as recorded in Plat Book 62, Pages 46 and 47, Public Records of Orange County, Florida, together with that portion of the west one-half of S. Parramore Ave. and Tract A, Block "A" of said Parramore Heritage Park (previously dedicated) vacated by Resolution recorded February 24, 2015 in Book 10880, Page 1640, Public Records of Orange County, Florida.

EXHIBIT "H"

LEGAL DESCRIPTION OF PROPERTY WHICH MUST BE VACATED

The North 5 feet of Lot 18, Drew and Phillips Sub-Division, according to the plat thereof as recorded in Plat Book D, Page 128, for street and park purposes, as conveyed in Deed Book 341, Page 204, Public Records of Orange County, Florida