

**REAL ESTATE PURCHASE AGREEMENT**

**Between**

**THE GREATER ORLANDO AVIATION AUTHORITY,  
the CITY OF ORLANDO and TAVISTOCK DEVELOPMENT COMPANY**

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## REAL ESTATE PURCHASE AGREEMENT

**THIS REAL ESTATE PURCHASE AGREEMENT** (this “**Agreement**”) is made by and among **THE GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body created as an agency of the City of Orlando existing under and by virtue of the laws of the State of Florida, whose mailing address is One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399 (hereinafter “**Authority**”), the **CITY OF ORLANDO**, a municipal corporation created by and existing under the laws of the State of Florida, whose address is P.O. Box 4990, 400 S. Orange Avenue, Orlando, Florida 32802-4990 (the “**City**”), and **TAVISTOCK DEVELOPMENT COMPANY**, a Florida limited liability company (hereinafter “**Company**” or “**Company**”), whose address is 6900 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827.

### WITNESSETH:

**WHEREAS**, pursuant to the Amended and Restated Operation and Use Agreement dated August 31, 2015 (“**Operation Agreement**”) with City, Authority controls, operates, and maintains an airport in Orange County, State of Florida, known as Orlando International Airport (hereinafter referred to as the “**Airport**”); and

**WHEREAS**, City is the fee simple owner of and Authority operates pursuant to the Operation Agreement a certain parcel of real property consisting of approximately 25 gross acres located in Orange County, Florida, being more particularly described in **Exhibit “A”** (the “**Park**” or the “**Park Property**”) attached hereto and by this reference made a part hereof together with (i) all tenements, hereditaments and appurtenances relating thereto or associated therewith, (ii) all Infrastructure Improvements (defined below), buildings and fixtures, if any, situated thereon, (iii) the right to utilize all permits, approvals, authorizations and licenses owned or obtained by Authority relating to or affecting any such real property which Company requires, (iv) all right, title and interest of Authority in any street, road, alley or avenue adjoining such real property to the center line thereof unless dedicated to public use, and (v) all of Authority’s right, title and interest in any strip, hiatus, gore, gap or boundary adjustment area adjoining or affecting such real property; and

**WHEREAS**, Company desires to enter into this Agreement to obtain the right to release the Park to the City in accordance with the terms and conditions thereof; and

**NOW, THEREFORE**, for and in consideration of the premises, the mutual covenants, provisions and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties hereto do hereby covenant and agree as follows:

### SALE AND PURCHASE

1. **Effective Date.** This Agreement shall become effective on the date the last Party executes this Agreement (the “**Effective Date**”).

2. **Sale and Purchase.** City and Authority agrees to sell the Park Property to the City and Company agrees to purchase the Park Property by paying the Purchase Price to the Authority for the Park Property, all in the manner and upon the terms and conditions herein below set forth in this Agreement.

3. **Purchase.** Company, City and Authority agree to the following with regard to the Park Property as follows:

A. **Park Property.** Company shall tender the Park Purchase Price (as determined in accordance with the provisions of Section 4 below) and Authority and the City shall convey the Park Property to Company. The Park Property shall be restricted to use as “Parks Recreation/Open Space” in accordance with applicable land and development code of the Government Authority having jurisdiction over the Park Property.

B. **Park Property Restriction.** The deed shall be recorded with the following language: This property is being conveyed to the grantee named in the deed and/or released to the City of Orlando, for the purpose of construction of a public park (the “Park Improvements”) as a condition of the approvals sought by the Aviation Authority from City for medium and high intensity uses on the East Airfield Development Area. All parties acknowledge the land was operated by the Aviation Authority and reserved for aeronautical purposes such that it is located in close proximity to the airfield. This provides notice that the Park Property may be subject to noise, vibration, odor, dust, glare, exhaust and other impacts from the existing and future air traffic serving the Orlando International Airport. If at any time, after the Park Improvements are installed and the Park Property opened to the public, the Park Property is not utilized as a public park facility for a period of six (6) consecutive months, then it shall automatically revert to the Authority’s for aeronautical purposes. By acceptance of this Deed, City/grantee hereby waives any claim for impact related to the operation of Orlando International Airport and acknowledges its determination that it is not a significant resource pursuant to Section 4(f) as codified by 49 U.S.C 303(c).

C. **Park Purchase Price.** The Parties hereby agree that the Purchase Price of the Park Property shall be the FMV of the Park as determined by the Park Appraisal, defined below.

D. **Park Closing Date.** The closing on the Park shall occur within thirty (30) days of satisfaction of all the *Conditions to Company’s Obligations* set forth in Section 9 defined below and the *Conditions to Authority’s Obligations* set forth in Section 10 defined below (the “Park Closing Date”).

4. **Surveys; Appraisals.**

A. **Surveys.** Company shall obtain a survey of the Park Property and provide the same to Authority and City within sixty (60) days of the Effective Date. The surveys shall be obtained from a registered surveyor, selected by Company in Company’s sole discretion, licensed in the State of Florida. The survey shall be certified to City, Company, Authority, Company’s attorney, Authority’s attorney and the Title Company (as defined below), and any

other parties designated by the Company, shall certify that the gross acreage of the property surveyed. All surveys shall be paid for by Company and at Company's sole cost and expense. All surveys shall be prepared in accordance with the minimum technical requirements and standards promulgated by the Florida Board of Professional Land Surveyors, Chapter 5J-17.051 of the Florida Administrative Code and Section 472.027 of the Florida Statutes. All surveys shall, at Company's option, also contain such other matters as are required by the Title Company. Upon completion, the parties shall utilize the legal description provided by the corresponding survey for all conveyance and title documents.

B. **Park Appraisal**. As used in this Agreement, the term "**Park Appraisal**" shall mean either the Authority or Company Appraisal or the Independent Review Appraisal, whichever is applicable, of the Park Property, in accordance with the terms and conditions in Section 1.4.C. below.

C. **Fair Market Value**.

(1) For purposes of determining the fair market value of the Park Property, the Authority has selected Walter Carpenter of Pinel & Carpenter as its qualified appraiser ("**Authority Appraiser**"), and Company has selected Harry Collison of The Consortium as its qualified appraiser ("**Company Appraiser**"). The parties shall meet to jointly generate appropriate appraisal guidelines to appraise and determine the FMV of the relevant property, (the "**Appraisal Guidelines**") and provide same to the Appraisers. The parties have directed their respective appraisers (collectively the "**Appraisers**") to, within sixty (60) days from the Effective Date, perform the following services: (i) independently prepare their respective appraisals, utilizing the Appraisal Guidelines and in compliance with the Federal Aviation Administration Orders, Advisory Circulars and guidelines, including but not limited to Order 5190.68, and render their respective determinations of the FMV of the relevant property (the "**Authority Appraisal**" and the "**Company Appraisal**", collectively the "**Party Appraisal(s)**"). If the difference between the Authority Appraisal valuation and the Company Appraisal valuation is less than ten percent (10%), then the FMV shall be determined by adding the two appraised values together and dividing by two (2).

(2) If the Party Appraisals differ in value by more than ten percent (10%), then within ten (10) days after issuance of the last appraisal, the Appraisers shall mutually select a qualified third appraiser (the "**Independent Review Appraiser**") to conduct an independent appraisal of the applicable relevant property, utilizing the Appraisal Guidelines and reviewing the Party Appraisals, to make a determination of the FMV of the relevant property (the "**Independent FMV**"), which Independent FMV shall determine a value of the relevant property that is within the range of the values set forth in the respective Party Appraisals (the "**Independent Appraisal**"). The Independent Review Appraiser shall determine the Independent FMV and issued the Independent Appraisal within thirty (30) days of selection. The Park Appraisal shall be deemed final and conclusive as to the fair market value of the relevant property.

(3) The Park Appraisal shall be conducted with the assumption that its use is restricted to park and recreation as a park and any use not consistent with said restriction will result in the Park reverting to City and Authority.

(4) Each party shall pay the fees and expenses of their respective Appraisers appointed by such party, and the fees and expenses of the Independent Review Appraiser and all other expenses, if any, shall be borne equally by both parties. Any appraiser selected in accordance with the provisions of this Agreement (i) shall be designated an "MAI" appraiser by the Appraisal Institute, (ii) shall be disinterested, (iii) shall be licensed under Florida law to appraise real property, (iv) shall be required to follow the Uniform Standards of Professional Appraisal Practice (USPAP), and (v) shall have been actively engaged in the appraisal of commercial and retail real estate in the State of Florida for a period of not less than five (5) years immediately preceding this assignment.

5. **Land Development Approvals & Permits.** As of the Effective Date, Authority has authorized Company as Authority's agent to commence and complete, at no cost to Authority, Company's efforts to obtain, and obtaining, of all governmental or regulatory permits and approvals necessary to initiate development of the Park Property. The foregoing rights granted to the Company, as related to the East Airfield PD (defined below), are to submit and process a specific Parcel Master Plan for Park Improvements (the "**Parcel Plan**") to be installed on the Park Property, which Parcel Plan is to be acted upon by the City simultaneously with the final East Airfield PD approval (the "**Parcel Plan Approval**").

A. **Planned Unit Development.** The Authority is in the process of obtaining a Planned Unit Development approval of the East Airfield, of which the Park Property is included (the "**East Airfield PD**"). When all requisite governmental agencies have issued appropriate approvals to the East Airfield PD with all appeal periods having expired, the East Airfield PD shall be deemed final and approved (the "**East Airfield PD Approval**"). Other than processing the Parcel Plan and obtaining the Parcel Plan Approval, the Authority grants no rights or responsibilities to Company in relation to the process for approval of the East Airfield PD.

B. **SFWMD and ACOE Permits.** The Authority holds valid permits (the "**SFWMD Permits**") with the South Florida Water Management District ("**SFWMD**") and the Company is authorized to modify the SFWMD Permits as necessary to install the Park Improvements. The Authority is in the process of obtaining a permit related to wetland impacts with the United States Army Corp of Engineers ("**ACOE**") for the East Airfield PD, however there are no jurisdictional wetlands within the Park Property and as such an ACOE permit or approval will not be necessary for the Park Improvements. The Authority will cooperate, at no cost to the Authority, with the permitting process for the Park Property with SFWMD and any other governing agency for which permits or approvals are needed for the Park Improvements.

6. **FAA Release.** On or before Closing, Authority shall request any releases or other documentation required from the FAA as it relates to the Park Property. City, Company, and Authority's obligation to close on the Park Property is subject to the FAA issuing the required deed and letter of release for the Park Property, and Authority shall use good faith efforts to obtain issuance of same. The FAA requires certain provisions be made to the Agreement as a

condition of the Deed of Release being issued by the FAA, and in accordance with the requirements of the FAA, Company, City and Authority hereby agree to the following provisions as conditions of conveyance for the property as follows:

A. City and Authority reserve unto themselves, their successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of, or in the said airspace, for use of said airspace for landing on, or taking off from, or operating on Orlando International Airport.

B. Company, City and Authority expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Park Property to such a height so as to comply with the FAA Regulations, Part 77.

C. Company, City and Authority expressly agree for themselves, their successors and assigns, to prevent any use of the Park Property which would interfere with the landing or takeoff of aircraft at the Orlando International Airport, or interfere with the air navigation, and or communication facilities serving the Airport, or otherwise constitute an airport hazard.

D. Company, City and Authority, and their successors and assigns shall not permit/afford access from the Park Property onto Orlando International Airport property for aeronautical purposes.

E. City and Authority shall insure that if the Park Property is used or converted to a municipal use, an amount equal to the fair market value will be deposited into an identifiable interest bearing account prior to conversion of the property to the municipal use. The proceeds should remain in this account until utilized in accordance with the FAA Order 5190.6B, paragraph 7.9.

## **7. Title Matters**

A. **Title Insurance.** Authority, at Authority's cost, will obtain and provide to Company and City a current title insurance commitment for the Park Property and legible copies of all exceptions referred to therein (the "**Title Commitment**") from Old Republic Title Insurance Company (the "**Title Company**") issued by Marchena and Graham, P.A., as title agent within twenty (20) days of the Effective Date. The Title Commitment will obligate the Title Company to issue an ALTA CF6 (revised 12/10) title insurance policy in the amount of the Purchase Price (the "**Title Policy**"), which Title Policy shall insure Company's fee simple title (or other property interest, if not fee simple title) to the Property.

B. **Title and Survey Objection.** Company shall provide, within thirty (30) days after the receipt of the later of (i) the Title Commitment; and (ii) the Survey, Authority with written notice of matters set forth in the Title Commitment or Survey that render title

unmarketable or adversely affect Company's intended use or are otherwise requirements to complete the transaction in accordance with this Agreement. The above matters shall collectively be referred to herein as "**Title Objections.**" Authority shall have thirty (30) days from said written notice of the Title Objections, (hereinafter referred to as the "**Cure Period**") to cure such Title Objections to the satisfaction of Company and the Title Company. In the event Authority fails or refuses to cure any or all Title Objections within such time period, Company may, at its option by delivering written notice thereof to Authority fifteen (15) days after the expiration of the Cure Period, terminate this Agreement, whereupon the Agreement and any other agreements amongst the Parties relating to the Park Property shall be deemed null and void and no Party hereto shall have any further rights, obligations or liability hereunder or there under, except to the extent provisions in this Agreement expressly state that they survive termination. Company's failure to provide timely written notice of Title Objections, or timely written notice of termination of this Agreement based on uncured Title Objections, shall constitute an automatic waiver (hereinafter the "**Waiver of Objections**") and an agreement to accept the title to the Park Property "AS IS, WHERE IS." It is specifically understood and agreed that Company hereby objects to, without further notice being required, and will require the removal, correction or deletion of what are commonly referred to as "standard exceptions" set forth in the Title Commitment except to the extent of Title Objections, if any, reflected on the Survey. At Closing, City and Authority shall provide the Title Company with such affidavits or other documents as are customary and necessary to enable the Title Company to remove the standard exceptions from the Title Policy except for Title Objections, the basis of which if any, are reflected on the Survey.

C. **No Additional Encumbrances.** From and after the Effective Date, with the exception of any reasonable easement, restriction, right-of-way or other encumbrance required under this Agreement or otherwise reasonably necessary in order for Authority to exercise its rights under this Agreement prior to Closing, Authority and the City shall not, without obtaining Company's prior written consent in each instance, create, incur, consent to or permit to exist, any easement, restriction, right-of-way, reservation, mortgage, lien, pledge, encumbrance, lease, license, occupancy agreement, agreement of any legal or equitable interest, which in any way affects the Park Property or any portion thereof other than those of record as of the date hereof. Authority and the City hereby covenant that each shall comply with and abide by all of the terms and provisions of such existing easements, restrictions, rights-of-way, reservations, mortgages, liens, pledges, encumbrances, leases, licenses, occupancy agreements and agreements through the date of Closing hereunder.

8. **Inspection Period.** Company shall have until one hundred twenty (120) days after the Effective Date, to determine, in their sole and absolute discretion, that the entire Park Property is suitable and satisfactory for their intended use as a public park (the "**Inspection Period**"). In the event Company fails to notify Authority in writing prior to the expiration of the Inspection Period that Company, in its sole discretion, intends to terminate this Agreement, the right to terminate this Agreement based upon the Inspections shall be deemed irrevocably waived and the parties shall proceed to Closing, subject to all other conditions precedent set forth herein. If Company timely and properly terminates this Agreement prior to the expiration of the Inspection Period, then all parties will be relieved of all further obligations hereunder except to the extent provisions of this Agreement expressly state that they survive termination.

9. **Conditions to Company's Obligations.** Company's obligation to close on the Park Property, as applicable, shall be expressly conditioned upon the fulfillment or satisfaction of each of the following conditions, as applicable, on or before the date or dates hereinafter specifically provided and in no event later than the Closing Date:

A. As of the Closing Date, the representations, warranties and covenants of Authority contained in this Agreement shall be true and correct.

B. As of the Closing Date, Authority shall have performed and complied with all covenants and agreements which are to be performed and complied with by Authority at that time.

C. By no later than thirty (30) days after notice of Title Objections, Authority shall have cured the Title Objections.

D. Company may at any time or times on or before Closing, at its election, subject to restrictions of law, waive any of the foregoing conditions to its obligations hereunder and proceed with the consummation of such sale, but any such waiver shall be effective only if contained in writing signed by Company and delivered to Authority. Except as to the condition waived, no waiver shall reduce the rights or remedies of Company by reason of any breach of any undertaking, agreement, warranty, representation or covenant of Authority.

E. In the event any of the foregoing conditions are not fulfilled by Authority by the date on which such condition is required to be satisfied hereunder, and such failure continues for ninety (90) days after written notice thereof to Authority, unless such condition is waived by Company, Company may terminate this Agreement, upon which this Agreement shall become null and void and of no further force or effect with neither party having any further rights or liabilities hereunder except to the extent provisions of this Agreement expressly state that they survive termination.

F. As of the Closing Date, the FAA shall have issued the Letter and/or Deed of Release for the Park Property.

G. As of the Closing Date, the East Airfield PD Approval and the Parcel Plan Approval shall have been obtained and be in good standing.

H. As of the Closing Date, the Authority and the City shall have resolved and completed, to a final resolution and agreement, all claims and demands (monetary or otherwise) for the payment of transportation impact fees or the construction of transportation improvements associated with development of the Park Property, to the satisfaction of all parties.

10. **Conditions to Authority's Obligations.**

Authority's obligation to close on the Park Property shall be expressly conditioned upon the fulfillment or satisfaction of each of the following conditions on or before the date or dates hereinafter specifically provided and in no event later than the date of Closing:

A. Company shall have paid and Authority shall have received the Purchase Price for the Park Property, as adjusted pursuant to the terms and conditions of this Agreement, such Purchase Price payable to Authority in the amount and in the manner provided for in this Agreement; and

B. As of the Closing Date, Company shall have performed, in all material respects, all covenants, agreements and undertakings of Company contained in this Agreement; and

C. As of the Closing Date, the representations, warranties and covenants of Company contained in this Agreement shall be true and correct.

D. As of the Closing Date, the FAA shall have issued the Letter and/or Deed of Release for the Park Property.

E. As of the Closing Date, the East Airfield PD Approval and the Parcel Plan Approval shall have been obtained, and in good standing.

#### 11. **Closing Procedures.**

A. **Closing Location.** The closing on the Park Property shall occur on the Park Closing Date (the "**Closing**"). The Closing shall take place at the offices of Marchena and Graham, P.A., 976 Lake Baldwin Lane, Suite 101, Orlando, Florida 32814 within the time frames specified herein above.

B. **Conveyance of Title.** At Closing, City and Authority shall execute and deliver to Company (1) the Special Warranty(the "**Deed**") conveying the fee simple title to the Park Property, as applicable, to Company, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances except for those matters as to which a Waiver of Objections is deemed to have occurred, and (2) an assignment or transfer by other applicable means of conveyance from Authority to Company of Authority's right, title, and interest in any jurisdictional approvals, entitlements, and permits which relate to the Park Property. Authority and Company agree that such documents, resolutions, certificates of good standing and certificates of authority as may be reasonably necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing, including, without limitation, an owner's affidavit in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the Title Policy.

C. **Closing Costs.** At Closing, Company shall pay (i) intentionally deleted; (ii) all of the costs and expenses associated with the surveying of the Property and preparation of the legal descriptions and sketch of descriptions thereof; and (iii) all costs of Company's due

diligence inspections of the Property. At Closing, Authority shall pay (i) all title examination costs and the title insurance premium and costs relating to the issuance of the Title Policy in the full amount of the Purchase Price; (ii) all costs of recording the Deed; (iii) all costs of recording corrective title documents, if any, required in order to deliver title in condition as provided in Section 1.4.A. and Section 1.7 above; (iv) all costs of obtaining the Deed of Release from the Federal Aviation Administration (“FAA”); (v) all costs of obtaining the commitment and any title insurance policy insuring title to the Park Property; and (vi) all real property transfer and transaction taxes and levies relating to the purchase or sale of the Park Property. if any, including, without limitation, the documentary stamp taxes which shall be affixed to the Deed. Each party shall pay its own attorneys’ fees and costs in connection with this Agreement and the Closing. All other costs incurred at Closing shall be borne by the parties in accordance with the custom and usage in Orange County, Florida.

D. **Prorating of Taxes and Assessments.** Authority shall pay all taxes, assessments, and charges applicable to the Park Property, if any, for all years through the Closing Date. At Closing, Authority will pay to Company, or the closing agent, by credit to the Purchase Price or otherwise, GOAA’s and City’s pro rata share of all taxes, assessments and charges, if any, allocable to the Park Property for the year of closing, as determined by the Orange County Property Appraiser, the Orange County Tax Collector, and/or other applicable governmental unit. It is understood and acknowledged that the Park Property, as property of Authority and City, is exempt from ad valorem real estate taxes, and Authority and City shall cooperate in good faith with Company to evidence and confirm all applicable exemptions from taxes.

12. **Defaults.** In the event Authority breaches any warranty or representation contained in this Agreement or wrongfully fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Authority under the terms and provisions of this Agreement, Company, in Company’s sole and absolute discretion, shall be entitled to (i) seek specific performance of this Agreement, or (ii) terminate this Agreement. Notwithstanding same, Authority shall have ten (10) days from the receipt of written notice within which to cure the alleged breach or failed performance before Company either commences an action seeking specific performance or terminates this Agreement. Company hereby waives any right to any and all damages and all other remedies not expressly authorized above. Upon such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force and effect except to the extent provisions of this Agreement expressly state that they survive termination. In the event Company wrongfully fails to comply with any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Company under the terms and provisions of this Agreement, Authority’s sole and exclusive remedy for any such default shall be giving written notice to Company demanding, and obtaining, the agreed ONE THOUSAND and NO/100 DOLLARS (\$1,000.00) as full liquidated damages. Company shall immediately pay said sum to Authority, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever except to the extent provisions in this Agreement expressly state that they survive. Company and Authority acknowledge that it would be difficult or impossible to ascertain the actual damages suffered by Authority as a result of any default by Company and agree that such liquidated damages are a reasonable estimate of such damages. Authority further acknowledges and agrees

that Company was materially induced to enter into this Agreement in reliance upon Authority's agreement to accept the above-described damages as Authority's sole and exclusive remedy and that Company would not have entered into this Agreement but for Authority's agreement to so limit Authority's remedy.

13. **Broker.** Each party represents to the other that it has not dealt with any real estate broker in connection with this Agreement. Each party hereby agrees to indemnify and hold the other party harmless from all claims, lawsuits, damages and attorneys' fees suffered or incurred by said other party as a result of the indemnifying party having dealt with such a broker. This provision shall survive Closing or earlier termination of this Agreement.

14. **Warranties, Representations and Covenants of Authority.** Authority makes the following representations and warranties, each of which is material and is being relied upon by Company:

A. Other than the current FAA obligations, FAA Mitigated Findings of no significant impact and record of decision, and the City of Orlando Conditions of Approval for the East Airfield PD, Authority has made no commitments to any governmental authority, utility company, school board, church or other religious body, or any homeowners association, or to any other organization, group, or individual, relating to the Park Property, which would impose an obligation upon Company or its successors or assigns to make any contribution or dedications of land or to construct, install, or maintain any improvements of a public or private nature on or off the Park Property. Other than the current FAA, School Board and City of Orlando obligations, Authority has not received any written notice, and has not actual knowledge that any governmental authority has imposed any requirement that any developer of the Park Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with any development of the Park Property or any part thereof, except for impact fees, building permit fees and similar fees relating to the Park Property and the development thereof. The provisions of this Paragraph shall not apply to any general real estate taxes.

B. Authority has not received any written notice, and has no actual knowledge, without independent investigation, that the Park Property has ever been used by previous owners and/or operators or Authority to generate, manufacture, refine, transport, treat, store, handle or dispose of Hazardous Substances, as that term is defined in state and federal law. The Authority has no actual knowledge, without independent investigation, of the Park Property having ever contained nor does it now contain either asbestos, PCBs or other toxic materials, whether used in construction or stored on the Park Property, and Authority has not received a summons, citation, directive, letter or other communication, written or oral, from any agency or Department of the State of Florida or the U.S. Government concerning any intentional or unintentional action or omission on Authority's part which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances.

C. To the best of Authority's knowledge and without independent investigation, there are no pollutants, contaminants, petroleum products or petroleum by-products, toxins, carcinogens, asbestos, or Hazardous Substances on or beneath the surface of the Park Property which Authority or any other person or entity has placed or caused or allowed to

be placed upon the Park Property (together “Environmental Conditions”), and which have caused or which may cause any investigation by any agency or instrumentality of government, which are or may be on the Park Property in violation of any law or regulation of any local, state or federal government, or which are or may be a nuisance or health threat to occupants of the Park Property or other residents of the area.

D. The execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Authority of any provision of any agreement or other instrument to which Authority is a party or to which Authority, to Authority’s actual knowledge, may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Authority.

E. This Agreement and, to the extent such documents presently exist in a form acceptable to Authority, Company and City, and all Exhibits hereto, have been duly authorized by all necessary actions on the part of, and have been or will be duly executed and delivered by Authority, and to the best of Authority knowledge, neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (1) requires the approval or consent of any other party, except such as have been duly obtained or as are specifically noted herein; (2) contravenes any existing law, judgment, governmental rule, regulation, or order applicable to or binding on Company; or (3) contravenes or results in the creation of a lien or encumbrance upon any property of Authority under any indenture, mortgage, deed of trust, bank loan or credit agreement, Authority’s articles of organization, operating agreement, or, any other agreement or instrument to which Authority is a party or by which Authority may be bound, a default of which would cause a default under this Agreement.

F. This Agreement and, to the extent such documents presently exist in form acceptable to Authority, Company and City, each document contemplated or required by this Agreement to which Authority is or will be a party constitutes, or when entered into will constitute a legal, valid and binding obligation of Authority enforceable against Authority in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors’ rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

G. There are no pending or, to the best of Authority’s knowledge, threatened actions or proceedings before any court or administrative agency against Authority, or against any member, officer, employee or agent of Authority, that questions the validity of this Agreement or any document contemplated hereunder, or that are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder or the financial condition of Authority.

H. Authority shall timely perform or cause to be performed all of the obligations contained herein which are its responsibility to perform.

I. Each and every one of the foregoing representations and warranties is true and correct as of the date hereof, will remain true and correct throughout the term of this Agreement, and will be true and correct as of Closing.

J. In the event that Authority acquires actual knowledge of changes to any information, documents or exhibits referred to in the foregoing subparagraphs of this Paragraph, Authority will, within five (5) business days, disclose same to Company in writing. In the event that Authority discloses to Company any change which may be deemed by Company to be materially adverse, within ten (10) days after receiving such written notice from Authority, Company may, at its election, (i) deliver written notice to Authority that Company has elected to terminate this Agreement, at which point all obligations of the parties hereunder shall cease, and this Agreement shall be deemed null and void except to the extent provisions of this Agreement expressly state that they survive termination; or (ii) waive such change and proceed to Closing hereunder.

K. During each year that this Agreement and the obligations of Authority under this Agreement shall be in effect, Authority shall cause to be executed and to continue to be in effect those instruments, documents, certificates, permits, licenses and approvals, and shall cause to occur those events contemplated by this Agreement that are applicable to and are the responsibility of Authority.

L. Authority shall assist and cooperate with Company to accomplish the development of the Master Development Project in accordance with this Agreement, and will carry out its duties and responsibilities contemplated by this Agreement, and will not violate any laws, ordinances, rules, regulations, orders, contracts or agreements that are or will be applicable thereto, and to the extent permitted by law, Authority will not urge or encourage the adoption of any ordinances, resolutions, rules, regulations, or orders or approve or enter into any contracts or agreements, including issuing any bonds, notes or other forms of indebtedness, that will result in any provision of this Agreement to be in violation thereof.

15. **Warranties, Representations and Covenants of Company.** Company represents and warrants to Authority that each of the following statements is currently true and accurate and agrees Authority may rely upon them:

A. Company is a Florida corporation duly organized and validly existing under the laws of the State of Florida, has all requisite power and authority to carry on its business as now conducted, to own or hold its properties and to enter into and perform its obligations hereunder and under each document or instrument contemplated by this Agreement to which it is a part, is qualified to do business in the State of Florida, and has consented to service of process upon a designated agent for service of process in the State of Florida.

B. This Agreement and, to the extent such documents presently exist in a form acceptable to Authority and Company and all Exhibits hereto, have been duly authorized by all necessary actions on the part of, and have been or will be duly executed and delivered by Company, and to the best of Company's knowledge, neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (1) requires the approval or

consent of any other party, except such as have been duly obtained or as are specifically noted herein; (2) contravenes any existing law, judgment, governmental rule, regulation, or order applicable to or binding on Company; or (3) contravenes or results in the creation of a lien or encumbrance upon any property of Company under any indenture, mortgage, deed of trust, bank loan or credit agreement, Company's articles of organization, operating agreement, or, any other agreement or instrument to which Company is a party or by which Company may be bound, a default of which would cause a default under this Agreement.

C. This Agreement and, to the extent such documents presently exist in form acceptable to Authority and Company, each document contemplated or required by this Agreement to which Company is or will be a party constitutes, or when entered into will constitute a legal, valid and binding obligation of Company enforceable against Company in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

D. There are no pending or, to the best of Company's knowledge, threatened actions or proceedings before any court or administrative agency against Company, or against any member, officer, employee or agent of Company, that questions the validity of this Agreement or any document contemplated hereunder, or that are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder or the financial condition of Company.

E. Company has filed or caused to be filed all federal, state, local, and foreign tax returns, if any, which are required to be filed by Company, and has paid, or caused to be paid, all taxes currently shown to be due and payable on such returns or on any assessments currently levied against Company.

F. All financial information and other documentation delivered by Company to Authority was, to the best of Company's knowledge, on the date of delivery thereof, true and correct.

G. Company shall timely perform or cause to be performed all of the obligations contained herein which are its responsibility to perform.

H. During each year this Agreement and the obligations of Company under this Agreement shall be in effect, Company shall cause to be executed and to continue to be in effect those instruments, documents, certificates, permits, licenses and approvals executed or obtained by it, and shall cause to occur those events contemplated by this Agreement that are the responsibility of Company.

I. Company shall not sell, lease, transfer or otherwise dispose of all or substantially all of its assets without adequate consideration and will otherwise take no action which shall have the effect, singularly or in the aggregate, of rendering Company unable to

continue to observe and perform the covenants, agreements, and conditions hereof and the performance of all other obligations required by this Agreement.

J. Company shall maintain its existence, will not dissolve or substantially dissolve all of its assets and will not consolidate or merge into another corporation, limited partnership, or other entity or permit one or more other corporations or other entities to consolidate with or merge into it without the prior written approval of Authority.

16. **Warranties and Representations of City.** City makes the following representations and warranties, each of which is material and is being relied upon by Company:

A. City holds fee simple title to the Park Property, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances other than those matters to be disclosed on the Title Commitment.

B. To the best of the City's knowledge, there are no tenancy, rental or other occupancy agreements affecting the Park Property.

C. To the best of the City's knowledge, no portion of the Park Property is or will be subject to or affected by (i) any special assessments, whether or not presently a lien thereon; or (ii) any condemnation, eminent domain, change in grade of public streets or similar proceeding.

D. Other than the current FAA obligations, the School Board CEA, and the City of Orlando conditions of approval for the East Airfield PD, City has made no commitments to any governmental authority, utility company, school board, church or other religious body, or any homeowners association, or to any other organization, group, or individual, relating to the Park Property, which would impose an obligation upon Company or its successors or assigns to make any contribution or dedications of land or to construct, install, or maintain any improvements of a public or private nature on or off the Park Property. Other than the current FAA and School Board obligations, City has not received any written notice, and has not actual knowledge that any governmental authority has imposed any requirement that any developer of the Park Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with any development of the Park Property or any part thereof, except for impact fees, building permit fees and similar fees relating to the Park Property and the development thereof. The provisions of this Paragraph shall not apply to any general real estate taxes.

E. To the best of the City's knowledge, without independent investigation, the Park Property was never used by previous owners and/or operators or City to generate, manufacture, refine, transport, treat, store, handle or dispose of Hazardous Substances. To the best of the City's knowledge, without independent investigation, the Park Property has never contained nor does it now contain either asbestos, PCBs or other toxic materials, whether used in construction or stored on the Park Property, and City has not received a summons, citation, directive, letter or other communication, written or oral, from any agency or Department of the State of Florida or the U.S. Government concerning any intentional or unintentional action or

omission on City's part which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances.

F. To the best of City's knowledge and without independent investigation, there are no pollutants, contaminants, petroleum products or petroleum by-products, toxins, carcinogens, asbestos, or Hazardous Substances on or beneath the surface of the Park Property which City or any other person or entity has placed or caused or allowed to be placed upon the Park Property, and which have caused or which may cause any investigation by any agency or instrumentality of government, which are or may be on the Park Property in violation of any law or regulation of any local, state or federal government, or which are or may be a nuisance or health threat to occupants of the Park Property or other residents of the area.

G. No person, firm or other legal entity other than Company has any right or option whatsoever to acquire the Park Property or any portion or portions thereof or any interest or interests therein.

H. The execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by City of any provision of any agreement or other instrument to which City is a party or to which City, to City's actual knowledge, may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against City.

I. This Agreement and, to the extent such documents presently exist in a form acceptable to Authority, Company and City, and all Exhibits hereto, have been duly authorized by all necessary actions on the part of, and have been or will be duly executed and delivered by City, and to the best of City's knowledge, neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (1) requires the approval or consent of any other party, except such as have been duly obtained or as are specifically noted herein; (2) contravenes any existing law, judgment, governmental rule, regulation, or order applicable to or binding on City; or (3) contravenes or results in the creation of a lien or encumbrance upon any property of City under any indenture, mortgage, deed of trust, bank loan or credit agreement, or any other agreement or instrument to which City is a party or by which City may be bound, a default of which would cause a default under this Agreement.

J. This Agreement and, to the extent such documents presently exist in form acceptable to Authority, Company and City, each document contemplated or required by this Agreement to which City is or will be a party constitutes, or when entered into will constitute a legal, valid and binding obligation of City enforceable against City in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

K. There are no pending or, to the best of City's knowledge, threatened actions or proceedings before any court or administrative agency against Authority, or against any member, officer, employee or agent of City, that questions the validity of this Agreement or any document contemplated hereunder, or that are likely in any case, or in the aggregate, to

materially adversely affect the consummation of the transactions contemplated hereunder or the financial condition of City.

L. City shall timely perform or cause to be performed all of the obligations contained herein which are its responsibility to perform.

M. Each and every one of the foregoing representations and warranties is true and correct as of the date hereof, will remain true and correct throughout the term of this Agreement, and will be true and correct as of Closing.

N. In the event that City acquires actual knowledge of changes to any information, documents or exhibits referred to in the foregoing subparagraphs of this Paragraph, City will within five (5) business days to disclose same to Company in writing. In the event City discloses to Company any change which may be deemed by Company to be materially adverse, within ten (10) days after receiving such written notice from City, Company may, at its election (i) deliver written notice to City that Company has elected to terminate this Agreement, at which point all obligations of the parties hereunder shall cease, and this Agreement shall be deemed null and void except to the extent provisions of this Agreement expressly state that they survive termination; or (ii) waive such change and proceed to Closing hereunder.

O. During each year that this Agreement and the obligations of City under this Agreement shall be in effect, City shall cause to be executed and to continue to be in effect those instruments, documents, certificates, permits, licenses and approvals, and shall cause to occur those events contemplated by this Agreement that are applicable to and are the responsibility of City.

17. **Notices.** Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by overnight courier, hand delivery, facsimile or other electronic transmission to the addresses or facsimile numbers of the parties set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

Company: TAVISTOCK DEVELOPMENT COMPANY  
6900 Tavistock Lakes Boulevard, Suite 200  
Orlando, Florida 32827  
Attn: James L. Zboril, President  
Attn: Rasesh Thakkar, Senior Managing Director  
Telephone: 407-909-9911  
Telecopy: 407-909-9911

Copy to: Michelle Rencoret, General Counsel  
Tavistock Development Company  
6900 Tavistock Lakes Boulevard, Suite 200  
Orlando, Florida 32827  
Telephone: 407-816-6682  
Telecopy: \_\_\_\_\_

Copy to: Donald J. Curotto, Esquire  
Shutts & Bowen LLP  
300 S. Orange Avenue, Suite 1000  
Orlando, Florida 32801  
Telephone: 407-835-6770  
Telecopy: 407-849-7270

Authority: THE GREATER ORLANDO AVIATION AUTHORITY  
One Jeff Fuqua Boulevard  
Orlando, Florida 32827-4399  
Attn: Phillip N. Brown, Executive Director

Copy to: Marchena and Graham, P.A.  
976 Lake Baldwin Lane, Suite 101  
Orlando, Florida 32814  
Attn: Marcos R. Marchena, Esq.  
Telephone: (407) 658-8566  
Telecopy: (407) 281-8564

City: City of Orlando  
400 South Orange Avenue, 3<sup>rd</sup> Floor  
Orlando, Florida 32801  
Attn: Chief Administrator Officer  
Telephone: 407-246-3091  
Telecopy: \_\_\_\_\_

Copy to: City Attorney's Office  
400 South Orange Avenue, 3<sup>rd</sup> Floor  
Orlando, Florida 32801  
Attn: City Attorney  
Telephone: 407-246-2295  
Telecopy: \_\_\_\_\_

Any notice or other communication (i) sent by overnight courier shall be deemed effectively given or received upon receipt, and (ii) sent by facsimile or other electronic transmission shall be deemed effectively given on the day of such electronic transmission, and received upon electronic confirmation of same. If not transmitted or confirmed prior to 5:00 p.m. Eastern Daylight Time on the business day effected, then such transmission or confirmation shall be deemed effectively given or received on the first business day after the day of transmission of such notice and confirmation of such transmission. Refusal to accept delivery shall be deemed delivered.

18. **Assignment.** Company will not assign its rights or duties hereunder in whole or in part, except with the prior written consent of City and Authority. It shall be deemed an

assignment if pursuant to one or more transactions, there is a change in fifty percent (50%) or more of the beneficial ownership of Company. Any such assignment by Company without City's and Authority's consent is void. Notwithstanding the foregoing, Company may assign this Agreement to an entity that is owned or controlled by Company so long as Company remains liable for all of Company's obligations under this Agreement.

19. **Force Majeure.** Neither Authority nor Company will be deemed to be in breach of this Agreement by reason of failure to perform any of its obligations hereunder while and to the extent that such failure is due to strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, governmental regulations or delay, acts of governmental authority (including any moratorium imposed by such authority or inability to obtain necessary permits, approvals, entitlements from any such authority) unusual weather conditions, floods, riots, rebellion, terrorist acts, or sabotage.

20. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by Authority and Company. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representative, successors and assigns. This Agreement may be executed (i) in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement, and (ii) via facsimile or scanned email transmission, with the original executed version to be delivered within three (3) days by a nationally recognized commercial mail courier. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Authority and Company do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at the Closings and during the Term of this Agreement. This Agreement shall be interpreted under the laws of the State of Florida. Any claims, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof, except for claims which have been waived pursuant to this Agreement, if not settled in a manner mutually agreeable to both Company and Authority, shall be brought exclusively in the Circuit Court of the Ninth Judicial District in and for Orange County, Florida and the Parties consent to venue and jurisdiction therein.

21. **Survival of Provisions.** Only those covenants, representations, provisions and warranties set forth in Article 1 of this Agreement which, by their terms, are to expressly survive the Closing, (and those similar provisions set forth in Article 2 of this Agreement which, by their terms, are to expressly survive the Option Property Closing), shall survive the Closing, (and if applicable the Option Property Closing), of the transaction contemplated hereby and only such provisions shall survive the execution and delivery of the Deed to the Park Property (and, if applicable, the Deed to the Authority Development Property). All other covenants,

representations, provisions and warranties shall survive the Closing, or if applicable the Option Property Closing.

22. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, then the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

23. **Attorneys' Fees.** In the event of any dispute hereunder, or of any action to interpret or enforce this Agreement, any provision hereof, or any matter arising here from, the predominately prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, and other professional fees, and costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal.

24. **FAA Civil Rights.** The Company assures that it will comply with all the “*Non Discrimination Requirements*”, and the “*Non-Discrimination Regulations*”, all as set forth in “**Exhibit B**” for construction and/or operation activities occurring on any portion of the Authority Development Property that has not obtained an FAA Release (as provided in Section 1.6 above). In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

25. **Public Entity Crimes Act.** Company represents that it is familiar with the terms and conditions of Section 287.133, Florida Statutes, and Company further acknowledges receipt of the following notice:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months from the date of being placed on the convicted vendor list.

**[SIGNATURES OF PARTIES TO APPEAR ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, Company and Authority and City have caused this Agreement to be executed as of the dates set forth below.

TWO WITNESSES:

**GREATER ORLANDO AVIATION  
AUTHORITY**

(1) \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Phillip N. Brown, A.A.E., Executive Director  
Date: \_\_\_\_\_, 201\_\_

(2) \_\_\_\_\_  
Printed Name: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Dayci S. Burnette-Snyder, Assistant Secretary

**APPROVED AS TO FORM AND LEGALITY**

On the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ for the  
use and reliance of the Greater Orlando Aviation  
Authority, only.

Marchena and Graham, P.A., Counsel

By: \_\_\_\_\_  
Marchena and Graham, P.A.

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by Phillip N. Brown, who represented to me that he is the Executive Director of the Greater Orlando Aviation Authority authorized to act on behalf of the same. He is (check one) \_\_\_\_\_ personally known to me, or \_\_\_\_\_ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

TWO WITNESSES:

**TAVISTOCK DEVELOPMENT COMPANY**

(1) \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 201\_\_

(2) \_\_\_\_\_  
Printed Name: \_\_\_\_\_

[Corporate Seal]

ATTEST: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_, who represented to me that he is the \_\_\_\_\_ of Tavistock Development Company authorized to act on behalf of the same. He is (check one) \_\_\_\_ personally known to me, or \_\_\_\_ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

TWO WITNESSES:

**CITY OF ORLANDO, FLORIDA**

(1) \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 201\_\_

(2) \_\_\_\_\_  
Printed Name: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND RELIANCE OF THE CITY  
OF ORLANDO, ONLY, THIS \_\_\_\_ DAY OF  
\_\_\_\_\_, 201\_\_.

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
201\_\_, by \_\_\_\_\_, who represented to me that he/she is the  
\_\_\_\_\_ of \_\_\_\_\_ authorized to act on behalf  
of the same. He/she is (check one) \_\_\_\_ personally known to me, or \_\_\_\_ has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT “A”  
THE PARK PROPERTY**

**EXHIBIT “B”**  
**FAA REQUIRED CONTRACT PROVISIONS**

**GENERAL CIVIL RIGHTS PROVISIONS**

Company agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds Company until the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**Compliance with Nondiscrimination Requirements**

During the performance of this contract, Company, for itself, its assignees, and successors in interest (hereinafter referred to as “**Company**”) agrees as follows:

1. **Compliance with Regulations:** Company (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** Company, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Company for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Company of Company’s obligations under this contract and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** Company will provide all information and reports required by the Acts, the Regulations, and directives issues pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Company is in the exclusive possession of another

who fails or refuses to furnish the information, Company will so certify to Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of Company's noncompliance with the non-discrimination provisions of this contract, Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to Company under the contract until Company complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Company will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Company will take action with respect to any subcontract or procurement as Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, then Company may request Authority to enter into any litigation to protect the interests of Authority. In addition, Company may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, Company, for itself, its assignees, and successors in interest (hereinafter referred to as "**Company**") agrees to comply with the following non-discrimination statutes and authorities including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination of Act of 1975, as amended, (42 U.S.C. §6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Airlines, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*);
- Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Non-discrimination in Airport Aid Program.