

# PORTMAN-CMC

MIAMI BEACH CONVENTION CENTER DISTRICT LETTER OF INTENT

May 03, 2013

Jimmy L. Morales  
City Manager  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Re: Miami Beach Convention Center District  
Letter of Intent

We are pleased to submit our Letter of Intent, for your review and further discussion.

We have worked diligently over the past several months to understand the needs and priorities of the City and the residents of Miami Beach. We believe our submission offers three key benefits to the City and the residents –

- Best possible solution to the core requirement of creating a world-class convention center facility, including ballroom, meeting rooms, and convention hotel
- Strong financial proposal, with cost of developing the convention center facility fully covered by the sources available to the project
- Optimum urban solution with 22+ acres of green space and resolution of concerns raised by residents and neighbors

We look forward to working with you to create a transformational project for Miami Beach, that will be unique and successful.

With kind regards,

Yours sincerely,



Amrish Baisiwala  
Chief Executive Officer



Roger Zampell  
Sr. Vice President, Development

MIAMI BEACH  
CONVENTION CENTER DISTRICT  
MASTER PLAN

PORTMAN-CMC  
LETTER OF INTENT

3 MAY 2013





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54           This Letter of Intent (“LOI”) outlines certain terms and conditions under which the Master  
55 Developer (defined below) would renovate and expand the Miami Beach Convention Center  
56 (“Center”) and develop a convention hotel, certain public amenities, and certain commercial and  
57 residential uses within the City of Miami Beach (“City”) Convention Center District Site (“District  
58 Site” or “Site”). The summary of terms and conditions outlined below is intended as an aid to the  
59 parties in negotiating the business terms of a possible transaction. The terms and conditions set  
60 forth in this LOI are not intended to limit, and do not limit, any and all terms and conditions that  
61 may be incorporated into the final documents and other final instruments executed in  
62 connection with any final agreement reached by the parties. Only the final agreements executed  
63 and delivered by the parties shall be binding upon them.

64   **1. Purpose**

65           City issued Request for Qualifications No. 22-11/12 for the Development of the Miami Beach  
66 Convention Center District (“RFQ”). The District Site consists of approximately 55 City-  
67 owned acres, and is envisioned to include the following components: Convention Center  
68 (“Center”) renovation; Center ballroom addition; Center meeting space addition; headquarter  
69 hotel (“Hotel”); parking; outdoor public spaces; restaurants, entertainment, retail, and other  
70 commercial; and residential uses that are economically viable and acceptable to the City.

71  
72   **2. Parties**

- 73           2.1. City – City of Miami Beach, Florida
- 74           2.2. Development Team
- 75           2.2.1. Master Developer – The Master Developer, Portman-CMC, is a special purpose  
76 entity to be owned by and controlled by Portman Holdings, LLC and CMC  
77 Group, Inc.
- 78           2.2.2. Design-Builder – Master Developer will be the primary design-builder for the  
79 Public Components (defined below).

- 80                    2.2.2.1.    Lead Architect – architects Bjarke Ingles Group and John Portman &  
81                    Associates shall be the Lead Architect under the Design-Builder for  
82                    the Public Components. The Lead Architect will be supplemented by  
83                    convention center specialist Fentress Architects, West 8 (landscape  
84                    architecture), and Revuelta Architecture International.
- 85                    2.2.3.    Hotel Brand/Operator – Prior to execution of the Development Agreement,  
86                    Master Developer shall select the Brand/Operator for the Hotel, and the Hotel  
87                    shall be developed and thereafter operated as a Marriott, Sheraton (similar in  
88                    finish and quality to the Chicago Sheraton and the Overland Park Sheraton),  
89                    Westin, La Meridien, Omni, Hyatt, Intercontinental, or Hilton (each, an  
90                    “Approved Brand/Operator”). Selection of brands and/or operators other than  
91                    an Approved Brand/Operator will require prior approval by City.
- 92                    2.2.4.    Legal – Master Developer will be represented by Greenberg Traurig, LLP for the  
93                    negotiation of the agreements contemplated herein.
- 94                    2.2.5.    Finance
- 95                    2.2.5.1.    Public Finance Underwriter – Piper Jaffray shall be part of the City’s  
96                    underwriting team for the financing of the Public Components in the  
97                    Traditional Approach (as defined in subsection 7.1.1). Piper Jaffray  
98                    will team with other underwriters selected by the City.
- 99
- 100                    2.2.5.2.    Private Finance Advisor- Master Developer will be assisted by  
101                    Brookfield Financial and Holliday Fenoglio Fowler (HFF) with the  
102                    placement of private equity and debt related to the Private  
103                    Components (defined below).

104 **3. Project**

105 3.1. Public Components – shall include the Center Renovation, Center Expansion,  
106 Public Center Replacement Parking, Off-Site Infrastructure, and Public  
107 Amenities (all as defined below)

108 3.2. Private Components – shall include the Hotel, Hotel Parking, Residential,  
109 Residential Parking, Theater, Cultural Facilities, Retail/Restaurants, and all  
110 other parking excluding the Center Replacement Parking (all as defined below).  
111

112 4. **Master Plan** - Exhibit 1 provides Master Plan diagrams for two (2) scenarios: 1) Exhibit 1a is  
113 a Base Case, comprised only of the Center Renovation/Expansion, Hotel, Off-site  
114 Infrastructure, Center Replacement Parking and Hotel Parking (in section 4.1); and 2).  
115 Exhibit 1b is the Phase 1 Components (defined below), which include the Base Case plus the  
116 other Public Amenities and Private Components (as set forth in subsection 4.2). The Master  
117 Developer is prepared to invest in, raise financing for, and develop the Phase 1 Components.  
118

119 4.1. Base Case Components

120 4.1.1. Center Renovation - Renovation of the Center consistent with the Renovation  
121 Program summarized in Exhibit 2.

122 4.1.2. Center Expansion –Upon renovation and expansion, the Center will have  
123 250,000 sf of net rentable ballroom and meeting space including a 60,000 net sf  
124 ballroom. A list of the renovated and proposed new meeting rooms is  
125 summarized in Exhibit 3.  
126  
127  
128  
129  
130

131

**Table 1: Renovated vs. New Center Construction Area**

TYPE	RENOVATION AREA (SF)	NEW CONSTRUCTION AREA (SF)	TOTAL AREA (SF)
EXHIBIT HALL	402,644	99,945	502,589
PREFUNCTION	110,409	107,650	218,059
SERVICE	33,743	175,313	209,056
ADMIN	14,465		14,465
MEETING ROOMS	71,724	70,019	141,743
BALLROOM	4,346	105,298	109,644
<b>TOTAL MEETING SPACE (MR+BR)</b>	<b>76,070</b>	<b>175,317</b>	<b>251,387</b>
<b>TOTAL AREA</b>	<b>637,331</b>	<b>558,225</b>	<b>1,195,556</b>

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Total Outdoor Exhibit Space: The Base Case and Phase I Master Plan provides for approximately 285,000 square feet of outdoor function space in four defined areas as detailed in Exhibit 2.

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4.1.3. Center Replacement Parking (As part of joint Hotel and Center parking structure) - If only the Base Case is developed, approximately 445 spaces of the existing surface parking will be maintained and will continue to be available to the public. The spaces lost due to the construction of the ballroom total 595, and will be included in the approximately 1,685 joint Hotel (assumes no shared parking reduction) and Center parking structure over the Center loading docks.

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4.1.4. Hotel - An 800-key convention hotel with 69,600 sf of net rentable meeting space (including a 30,000 sf ballroom and a 20,000 sf Jr. ballroom), 24 hospitality suites, 36 additional guest room suites, 740 restaurant/lounge seats, a spa and fitness center, and pool deck amenity. A summary of the Hotel program is provided in Exhibit 4. See Exhibit 5 for Hotel floor plans and elevations.

- 149           4.1.5. Hotel Parking (As part of joint Hotel and Center parking structure)- The Hotel  
150           will have 1,090 privately financed spaces (assumes no shared parking  
151           reduction) dedicated to the Hotel within the approximately 1,685 space joint  
152           Hotel and Center parking structure over the Center loading docks.
- 153           4.1.6. Off-site Infrastructure - The Master Developer anticipates that any off-site  
154           infrastructure would be directly related to traffic. The current Base Case  
155           Master Plan suggests an extension of 20<sup>th</sup> Street providing access off of Dade  
156           Boulevard. Upon obtaining the required permitting for the canal crossing, the  
157           Master Developer would request the addition of a traffic signal at Dade  
158           Boulevard and a signal to be relocated on 17<sup>th</sup> St. from Convention Center Drive  
159           to Pennsylvania Avenue. The projected total cost for the two signals is  
160           approximately \$1 million and is included in the Center Construction budget.
- 161           4.2. Phase 1 Components - In addition to the Base Case Components in subsection  
162           4.1, Master Developer is prepared to invest in and raise financing to develop the  
163           following components as part of the Phase I Components of the Project:
- 164           4.2.1. Retail/Restaurants - 93,000 leasable sf of retail and 32,000 leasable sf of  
165           restaurants, for a total of 125,000 leasable sf, and a series of kiosks  
166           surrounding the Square. Specific targeted tenants are to be determined, but  
167           the retail mix will be synergistic with and complementary to the retail offerings  
168           in the immediate area today, which are predominantly moderate to upper  
169           moderate national stores and independent boutiques. Uses  
170           may include shopping, entertainment venues, and restaurants indigenous to  
171           Miami Beach, as well as those restaurants that accommodate Center attendees,  
172           such as a coffee shop, a bagel bar and bakery, a sushi bar, a farm-to-table  
173           restaurant, a Latin steak house, a gourmet hamburger restaurant, a beer  
174           garden, specialty cocktail and wine bar, and others.

175           4.2.2. 17<sup>th</sup> Street Garage – The 17<sup>th</sup> Street Garage, which currently includes 1,450  
176           public spaces, will be refurbished with structural reinforcement, the addition of  
177           a full level and a rooftop restaurant, and a skin redevelopment. The  
178           refurbished garage (“Refurbished Garage”) will contain 1,450 public  
179           replacement parking spaces, 156 additional spaces on an additional floor, a  
180           reconfigured ground floor which will include approximately 77,000 sf of  
181           leasable retail, and an approximately 9,000 sf restaurant at the roof level. City  
182           will retain the use of a mutually agreed upon number of dedicated spaces for its  
183           fleet vehicle(s), at no cost. The construction of the Refurbished Garage will be  
184           developed as a two-phased, fast-tracked, double-shifted project to minimize  
185           disruption of use. Upon completion, this parking will be managed by a third  
186           party parking operator hired by Master Developer.

187  
188           As an alternative scenario, the garage could be demolished and redeveloped  
189           into a new garage (the “New Garage”). Master Developer estimates the amount  
190           of parking stalls and retail area under this alternative scenario to be the same  
191           as the refurbish scenario. The New Garage would allow for an expansion of  
192           Lincoln Lane to coincide with the City’s desire of enhancement of the area.  
193           Further, the southern face of the New Garage would align with the southern  
194           face of the New World Symphony and garage. The New Garage would contain  
195           an open atrium within the structure itself to open up the massing of the  
196           structure. However, the New Garage would create a greater disruption of use  
197           as compared to the Refurbished Garage and would have a cost premium of  
198           approximately \$15M.

199           4.2.3. Theater – The Master Developer understands that the Fillmore Miami Beach at  
200           the Jackie Gleason Theater (the “Theater”), which currently seats 2,700, is  
201           subject to a Management Agreement (the “Management Agreement”) between

202 the City and Live Nation Worldwide, Inc. (“Live Nation”), and that the City’s  
203 rights and obligations under the Management Agreement will be assigned to  
204 the Master Developer. Subject to the rights of Live Nation under the  
205 Management Agreement, Master Developer proposes a rejuvenation and  
206 adaptation of the Theater that will allow it to accommodate the ever-  
207 diversifying field of music and performance and to the ever-changing  
208 convention center neighborhood. Currently, the building only opens up to  
209 Washington Avenue. It is proposed that the ground floor could be activated on  
210 multiple sides to interface with Soundscape Park, the Convention Center, and  
211 the new town Square. The Master Developer proposes activating the new West  
212 façade facing the Square with an educational component – a new center for the  
213 performing arts that could utilize the stage when not otherwise in use and  
214 could serve as a training ground for music, dance, theater, and sports. Master  
215 Developer proposes entering into a 33-year land lease with the City for the  
216 Theater and its surrounding land with two options, each to extend the term of  
217 the Lease by 33 years at the election of Master Developer, subject to the  
218 Management Agreement. Master Developer proposes funding the  
219 approximately \$18M cost of renovating the Theater and potentially adding  
220 Cirque du Soleil to the program as a content provider to compliment Live  
221 Nation program offerings.

222 4.2.3.1. Proposed Renovation: Exterior

- 223 • Demolish appendage building on the west side of the Theater  
224 Gleason. The programming for that existing space will be re-located.
- 225 • Build new retail space around the west side of the Theater that wraps  
226 around the north and south side.
- 227 • Renovate the entrance façade to match the original historic Theater  
228 entrance.

229 • Re-arrange the drop off turn around.

230 4.2.3.2. Proposed Renovation: Interior

231 • Renovate bathrooms and interiors as needed

232 • Evaluate/augment/improve the sound and lighting system to cover  
233 Cirque programming

234 • Evaluate/reconfigure lobby and pedestrian flow

235 4.2.4. Gleason Name – Master Developer will continue to honor the Gleason name by  
236 refurbishing the existing Theater and maintaining the existing name.

237 4.2.5. Residential – 300 for-rent residential units are to be developed, with 100 units  
238 averaging 891 net square feet (approximately 90,000 leasable sf) in the “P-Lot”  
239 area, and 200 units averaging 742 net square feet (approximately 175,000  
240 leasable sf) along Washington Avenue by re-purposing the east-side Center 2<sup>nd</sup>  
241 level meeting space and lobby area. Though assumed as built in the financial  
242 plan, residential units on the P-Lot shall be subject to and contingent upon  
243 approval by a majority of the voters voting in a City-wide referendum.

244 4.2.6. Public Amenities – The Master Developer recognized early on that the 52-acre  
245 site has been disconnected from the community’s day-to-day life for decades. It  
246 is a black hole in experience and certainly not a place to enjoy. Portman-CMC  
247 sees a greater potential for this site - a higher calling - so that residents and  
248 guests of Miami Beach will enjoy this space as much as the rest of the City. At  
249 such a meaningful juncture, the team saw a once-in-a-lifetime opportunity to  
250 create a place like no other in Miami Beach — a green civic destination for the  
251 community: the Miami Beach Square.

252 Miami Beach Square is a *new type* of public space in Miami Beach. Part town  
253 green, part civic space, part laid-back “living room,” the Square is a setting that  
254 demonstrates the innovative, welcoming, cultured and progressive civic life of

255 Miami Beach. Approximately four-acres in size, the team didn't over-prescribe  
256 how the Square could be activated, but rather, created settings for people to  
257 *create their own experiences*. Open lawns will have filtered shade of palm trees  
258 used for relaxing, playing, and informal events. Granite pavings in a mosaic  
259 pattern will allow for meandering and will be a durable surface for a diversity  
260 of activities and ceremonies - from high school graduations and Art Basel  
261 gatherings to political platforms and community festivals. A spectacular water  
262 feature will be the centerpiece of the Square, where children can play or watch  
263 the dynamic display as they are refreshed by the cool air. Cantilevered facades  
264 that surround the Square will create a shady porch-like feel. Botanically rich  
265 flower displays and public art will deepen the sensation of beauty in the  
266 Square.

267 The Square will be sited at the crossroads of activity, and all paths will lead to  
268 it, with a network of shady, botanically rich esplanades and park spaces. New  
269 north-south Pennsylvania Boulevard and Convention Center Drive esplanades  
270 anchor the Convention Center to the Lincoln Road Mall. An east-west axis  
271 along 18<sup>th</sup> Street Esplanade will make a welcoming shortcut to and from the  
272 Beach. A spectacular diagonal of green Art Parks will connect the Square with  
273 Miami Beach's other green icons - Soundscape Park, Miami Beach Botanical  
274 Garden and the Holocaust Memorial. The Art Parks will have ever-changing  
275 art, which residents and visitors will return to see again and again.

276 Still more park spaces will expand and extend the diversity of activity and  
277 experiences. The Ecological Edge will create a threshold into the district as one  
278 crosses 17<sup>th</sup> Street from the south. Here, native plant species and rich habitats  
279 will take center-stage, with inviting boardwalks for exploration and learning.  
280 Towards the northwest, the Miami Beach Botanical Garden will be expanded

281 for new gardens and an outdoor event space at the Convention Center  
 282 ballroom. The Collins Canal will connect Collins Park with the Convention  
 283 Center district, improving community access to a Mangrove Park. At the far  
 284 northeast corner, the North Park will be a new community park that integrates  
 285 the existing historic Carl Fisher House, an open play lawn framed by a new  
 286 oasis gardens, a playground, and outdoor exhibition spaces for convention  
 287 functions. And finally, roof gardens will abound on the buildings, with  
 288 expansive views for an unforgettable sunset experience.

289 In totality, the team’s public realm plan extends the legacy of great public  
 290 spaces in Miami Beach—from its white sand beaches, to Lincoln Road Mall, to  
 291 the new West 8-designed Soundscape Park. It is Portman-CMC’s ambition that  
 292 the public realm energize and enliven the district, the City and its people, for  
 293 this and the next generations of residents and visitors.

294 With approximately 23 acres of public open space, this will be financed through  
 295 approximately \$23M of public funds and \$32M of private funds for a total of  
 296 approximately \$55M. The City will maintain control of approximately 50% of  
 297 the total 23 acres of the open space developed, the balance to be controlled by  
 298 the Master Developer through ground leases (specific area to be defined in the  
 299 Development Agreement. See Section 7.1.1.5 and Exhibit 15 regarding  
 300 maintenance of City controlled ground area).

301 **Table 2: Public Amenities Budget**

<b>Public Amenities Budget</b>	
<i>(in millions)</i>	
Private Contribution	\$32.08
Public Contribution	\$22.91
<b>Total</b>	<b>\$54.98</b>

302

303 Further, Portman-CMC is exploring a Roof Art Installation for the Convention  
304 Center and it is the team’s hope that this installation/art will be undertaken in  
305 collaboration with Art Basel and with support from appropriate curatorial  
306 experts. The art display would alternate bi-annually and be viewable by the  
307 public from vantage points surrounding the Center. Master Developer intends  
308 to contribute \$250,000 annually or \$24.8M over 99 years to fund and maintain  
309 the installation. In addition, Master Developer intends to hold a competition  
310 for a permanent art-based solar source on the Ballroom rooftop. The  
311 competition winner would be selected by the public. Funding for these  
312 concepts would come from the private component contributions.

313 4.2.7. Cultural Facilities – Approximately 61,000 leasable sf of cultural space will be  
314 developed in buildings framing and adjacent to the Square. Tenants are  
315 planned to include a recording studio, a broadcast studio, and a Museum of  
316 Latin American Culture.

317 4.2.8. Center Replacement Parking – The 1,040 public parking spaces currently  
318 available in the two (2) surface parking lots will be replaced by 764 public  
319 parking spaces in the parking structure over the Center loading docks and 276  
320 public parking spaces underneath the newly constructed Ballroom where the  
321 “P Lot” is currently located.

322 4.2.9. Convention Center Deck Parking – The Convention Center Deck located above  
323 the Center loading docks (the “Deck”) will consist of dedicated Residential  
324 parking (330 spaces), Hotel parking (654 spaces), and Convention Center  
325 parking (764 spaces) totaling 1,748 spaces (includes shared parking  
326 reduction). The private parking will be operated under a Management  
327 Agreement by a single third-party operator.

328

329 Residential parking will be privately owned and contained in a defined location  
330 on the first level of the Deck, and be accessed by a controlled arm/access card.  
331 All revenues associated with the Residential parking will go to the Residential  
332 owner.

333 Hotel parking will be privately owned and contained in a defined location in  
334 the first through third levels of the Deck and be accessed by a controlled  
335 arm/access card. All revenues associated with the Hotel parking will go to the  
336 Hotel owner. The City will have the opportunity to utilize a mutually agreed  
337 number of spaces during large events based on to be agreed upon terms and  
338 conditions.

339  
340 Convention Center parking will be publically owned and contained in a defined  
341 location accessed in a portion of the fourth and fifth levels of the Deck, and  
342 accessed by a controlled arm/access card. The fifth level has direct access to  
343 the Center. For an agreed fee paid to the City by the Hotel owner, this parking  
344 will be utilized for Hotel overflow during large events at the Hotel meeting  
345 space and ballroom when the spaces are not fully used for Center purposes per  
346 to be agreed upon terms and conditions. The public will also have access to  
347 these spaces for retail/restaurant parking when not fully used for Center  
348 purposes. All revenues associated with the Center parking will go to the City.

349 4.2.10. Ballroom Underground Parking – The Ballroom underground parking will  
350 consist of Residential parking (165 spaces) and Convention Center parking  
351 (276 spaces) totaling 441 spaces on a single level.

352 The Residential parking will be used by the residential units along Meridian  
353 Avenue and will be fully private with a defined location accessed by a

354 controlled arm/access card. All revenues associated with the Residential  
 355 parking will go to the Residential owner. This private parking will be operated  
 356 under a Management Agreement by a single third-party operator.

357

358 The public will also have access to the public parking portion for  
 359 retail/restaurant parking when not fully used for Ballroom purposes. All  
 360 revenues collected from the public parking portion will go to the City.

361

362 4.2.11. Total Parking – Taking into account joint parking opportunities, total parking  
 363 spaces on the Site are planned to include:

364

365 **Table 3a: Total Parking by Location**

	Center Deck	Ballroom	17th St. Garage	Total
Retail/Other Public	-	-	1,606	1,606
Hotel	654	-	-	654
Residential	330	165	-	495
Replacement Parking	764	276	-	1,040
<b>Total</b>	<b>1,748</b>	<b>441</b>	<b>1,606</b>	<b>3,794</b>

366

367 **Table 3b: Total Parking by Element, Financing and Use**

368

	Spaces	Financing	Use
Center Replacement Parking	1,040	Public	Public
Retail/17th Street Garage Replacement Parking	1,450	Private	Public
Retail/Additional 17th Street Garage Parking	156	Private	Public
Hotel	654	Private	Public
Residential	495	Private	Private
<b>Total</b>	<b>3,794</b>		

369

370

- 371                   4.2.11.1. For the Replacement Parking in the Deck and underneath the  
372                   ballroom, the City will have the option of either (i) having the public  
373                   parking portion of the Deck managed under the same Management  
374                   Agreement as the privately owned parking and participate in all  
375                   efficiencies of such an Agreement, or (ii) entering into a separate  
376                   Agreement with an operator of the City's choosing (with the  
377                   mechanics of having two operators managing and maintaining the  
378                   same Deck to be specified in the Development Agreement).
- 379                   4.2.12. City Hall – The City Hall building is not to be redeveloped as part of the Project,  
380                   but the surrounding landscape will be refurbished, so as to place City Hall  
381                   directly on the created central Square. Funding for this is included in the Public  
382                   Amenities budget.
- 383                   4.2.13. Public Office and Community Center Relocations – The existing Public Office  
384                   located on 17<sup>th</sup> Street near Pennsylvania Avenue and Community Center  
385                   located on Washington Avenue between 20<sup>th</sup> Street and 21<sup>st</sup> Street will be  
386                   relocated and reconstructed with private monies from the Master Developer.  
387                   The Public Office will be rebuilt with the same total area and will be located on  
388                   an upper floor of retail and cultural building located north of 17<sup>th</sup> Street and  
389                   West of the refurbished Gleason Theater. The Community Center will be  
390                   rebuilt with the same total area and will be located within the Convention  
391                   Center building in the northeastern corner. Upon completion, both the new  
392                   Public Office and Community Center will be gifted back to the City at \$0 cost.  
393                   The City will be responsible for all costs to maintain.
- 394                   4.2.14. Off-Site Infrastructure – The Master Developer anticipates that any off-site  
395                   infrastructure would be directly related to traffic, and neighborhood protection  
396                   and traffic calming with the potential use, as appropriate, of landscaped traffic  
397                   circles, landscaped medians, and one-way street semi-diverters.

398                    Approximately \$2 million is projected in total cost for the improvement. This  
399                    amount is in addition to the off-site infrastructure cost in the Base Case  
400                    (subsection 4.1.6). Both amounts are included in the Center budget.

401                    4.2.15. 17<sup>th</sup> Street Median - The Master Developer anticipates the creation of an  
402                    approximately 1,535 foot median along 17<sup>th</sup> Street to ease the pedestrian  
403                    crossing of the street and provide for a more pedestrian friendly environment.  
404                    Approximately \$1 million is projected in total cost for this improvement. This  
405                    amount is in addition to the off-site infrastructure cost in the Base Case  
406                    (subsection 4.1.6). Both amounts along with those amounts in section 4.2.14  
407                    are included in the Center budget.

408                    4.2.16. Other Off-Site Infrastructure Recommended – The Master Developer will  
409                    explore the use of Smart Parking throughout the Site and the greater Miami  
410                    Beach area. Up to 30% of congestion in urban areas is caused by motorists  
411                    searching for parking. Through space count systems and personal application  
412                    technology (smartphone, tablets, etc.), parking occupancy information can be  
413                    retrieved and be used to guide traffic to available parking spaces. The Master  
414                    Developer also recommends exploring the development of a traffic control  
415                    room for all traffic lights in and around the Site to assist traffic flow during high  
416                    volume times and events. Budgeting for these recommendations and others  
417                    discussed in Exhibit 7 – Traffic Plan are not considered in the financial plan of  
418                    this LOI.

419                    4.2.17. Total Phase I area built within the current Center footprint represents 118,620  
420                    square feet or 10% of the existing Center’s total square feet of 1,186,231. This  
421                    space is replaced with the expansion and renovation which takes the Center’s  
422                    total square feet to 1,195,556.

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- 4.3. Traffic Plan – As described in Exhibit 7.
- 4.4. Phasing – Exhibit 12 provides diagrams of the phasing of the Project that enables the Center to remain in operation throughout the construction cycle. In order to maintain an operational convention center throughout construction the development will be split into phases, the phases overlap somewhat time wise and are arranged in a fashion that allows the existing facility to remain functional throughout construction.

Phase 1: The first phase is primarily the construction of the “flex” space. This includes a new ballroom and the new north exhibit hall space. The new ballroom building will include both a 60,000sqf ballroom and additional meeting room space. The North hall exhibit space will add roughly 100K square feet of convention floor area. In order to maintain the loading access provided by the north loading dock a temporary loading dock will be used. The completion of these two components will allow the second phase of construction to commence. During this phase construction will also begin on the West residential units, the 17<sup>th</sup> street garage and a new central plant on the west side of the ballroom that will service the entire site. In order to alleviate the parking that is displaced due to the 17<sup>th</sup> street garage construction the area east of city hall and west of the Gleason that is north of the 17<sup>th</sup> street garage will be converted to a temporary surface parking lot, including the closure of the south end of Convention Center Drive. Currently there is a small office building to the south west of the Gleason that will be demolished and the current residents will be relocated to another location until their permanent offices are constructed.

450 Phase 2: The second phase is primarily the renovation phase which will use the  
451 flex space constructed in Phase 1 to allow for renovation of the operating  
452 facility. The newly constructed convention center floor space will be used as  
453 flex space allowing the existing convention center floor to be  
454 reprogrammed. This will include the construction of a new loading dock along  
455 the east side of the convention center above which will be a parking  
456 garage. This new flex space will also allow the existing convention center  
457 exhibit halls to be renovated in stages so that at no time is there less than  
458 500,000 square feet of operational exhibit hall space. The completion of the  
459 ballroom building and it's additional meeting room space will allow for the  
460 renovation and reprogramming of the existing meeting room and pre-function  
461 areas. This will insure that there is no loss of rentable meeting room space  
462 throughout the construction period. Additionally this phase will include the  
463 second half of the 17<sup>th</sup> street garage construction.

464 Phase 3: Phase three includes the remainder of buildings and programming  
465 that are not part of the critical path. Offsetting them to this later phase will  
466 allow their footprints to be used for temporary parking as well as construction  
467 laydown space. This phase will include the east residential, the Gleason theater,  
468 the Museum/Office/Retail building as well as the exterior landscaping and  
469 plaza. The Museum/Office/Retail building will serve as the new home of the  
470 offices that were displaced in phase 1.

471  
472 4.5. The design and program of the Convention Center, the Hotel and any residential  
473 components with a connection to the Convention Center, will be based on the  
474 premise that the Hotel and residential components will be privately owned  
475 (subject to the ground lease) and financed, and will need to have legal and

- 476 functional autonomy that will permit a separate financing and possible sale of  
477 such components, including without limitation any access easements and  
478 easements for use of any necessary infrastructure and utilities.
- 479 4.6. LEED Certification – All components of the Master Plan will be planned to  
480 achieve a LEED Certification.
- 481 4.7. Delos WELL Standard – Master Developer intends to develop the world’s first  
482 Delos WELL Standard Certified Convention Center and will also implement the  
483 standard in the Hotel. The WELL Standard, introduced at the 2012 Clinton  
484 Global Initiative, divides all aspects of the built-environment into seven major  
485 categories, referred to as Concepts: Air, Water, Light, Nourishment, Fitness,  
486 Comfort, and Mind. Combining medical research and architectural and  
487 engineering advancements into living environments, Delos sets a new standard  
488 to living well. Cost for the certification is included in the Convention Center  
489 budget and associated operational costs estimated at \$100,000 annually will be  
490 paid for as an operating expense of the Center.
- 491 4.8. Urban Innovation Technology – In an effort to advance the Miami Beach  
492 Convention Center into the 21<sup>st</sup> Century, in association with Carlo Ratti, Director  
493 of the Senseable Cities Lab at MIT, and his firm Carlorattiasociati SRL, the  
494 Master Developer has explored the interaction of urban innovation technology  
495 and the Miami Beach Convention Center District. A comprehensive vision for  
496 digital technologies integrated into the master plan, and a digital platform that  
497 could support various digital services the center as well as the city will demand,  
498 have been investigated. Such a platform could provide the infrastructural  
499 backbone and core administrative services that will enhance the day-to-day  
500 business and life activities for the convention attendees and the general public  
501 through smart sensory technology. As the project advances, Master Developer

502 will continue to explore these technologies with the City and the MBCC. As the  
 503 scope is not finalized, we have not included pricing into the project at this stage.  
 504 Private Contribution – Master Developer intends to contribute to the public  
 505 realm through a series of initiatives and components as described throughout  
 506 Section 4 and summarized below:

507

508 **Table 4: Private Contribution Summary**

509

<b>Component/Initiative</b>	<b>Totals</b>
Public Amenities/Landscaping	\$32M
Open Space Public Art	\$3M
Proposed Theater Refurbishment	\$18M
Center Roof Art Installation	\$25M
<b>Total</b>	<b>\$78M</b>

510

511 5. **Site Leases** – The Master Developer will lease the Site pursuant to multiple site leases, with  
 512 each site lease representing a separate component(s) of the Project. See Exhibit 8 for a  
 513 diagram of each site to be leased and Exhibit 9 for a summary of all lease payments. All site  
 514 leases will be executed after Master Developer has provided evidence satisfactory to the City  
 515 that the Master Developer can obtain any required financing for the development on such  
 516 site.

517 5.1. All Leases – The following will govern all leases

518 5.1.1. All lease payments are paid as an operating expense prior to any debt or equity.

519 5.1.2. All lease payments will start on a date certain to allow them to be financed and  
 520 the Master Developer will provide a guarantee acceptable to the City for the  
 521 Minimum Base rent payments.

522 5.1.3. Payments will be paid semi-annually, 30 days prior to the semi-annual bond  
 523 payments.

- 524           5.1.4. In addition to such other termination provisions as may be negotiated between  
525           the parties in the final agreements, each lease will terminate if there is a  
526           material change in the program for such site detailed in the Development  
527           Agreement (i.e. 800-rm hotel, 1,450 parking spaces, etc.) not approved by the  
528           City.
- 529           5.1.5. For the Hotel, and in addition to such other termination provisions as may be  
530           negotiated between the parties in the final agreements, the lease will terminate  
531           if the Room Block Agreement is terminated by reason of a default by the Hotel  
532           owner, or if the Hotel is no longer operated by an approved Hotel  
533           Brand/Operator.
- 534           5.1.6. The leases will be effective upon closing of the financing for the site covered by  
535           such lease and, in addition to such other termination provisions as may be  
536           negotiated between the parties in the agreement, will be terminated if the  
537           closing of the financing for such site has not occurred within eighteen (18)  
538           months of executing the Development Agreement.
- 539           5.1.7. The Minimum Base Rent for each lease is subject to adjustment starting 30  
540           years from completion of bond issuance and on each 10-year anniversary  
541           thereafter (each, a “Rental Adjustment Date”) as described below. The below is  
542           a high level overview and is not intended to be definitive. Specific terms and  
543           conditions of the lease and the Rent will be agreed upon in the Development  
544           Agreement.
- 545                   (a) For the Hotel and Hotel Parking, Adjusted Minimum Base Rent shall be  
546                   3% of the trailing twelve operating month’s Gross Revenues.
- 547                   (b) For the Residential and Residential Parking, Adjusted Minimum Base  
548                   Rent shall be 3% of the trailing twelve operating month’s Gross  
549                   Revenues.

550 (c) For the Retail/Cultural and Associated Parking, Adjusted Minimum Base  
551 Rent shall be 20% of the trailing twelve operating month's Gross  
552 Revenues.

553 5.2. Hotel Site – The Master Developer will lease the space for the Hotel as outlined in Exhibit  
554 9 from the City for 99 years. This may be a combination of ground lease/air rights lease  
555 as appropriate. The Master Developer will either move the existing Geothermal Wells, to  
556 the extent under the Hotel site, at its cost, or enter into an easement with the City for  
557 access to the Geothermal Wells under the Hotel. The City will have the obligation to  
558 operate and maintain the Geothermal Wells. Lease payments will begin when Master  
559 Developer obtains a Certificate of Occupancy for the Hotel. The City will be paid Rent  
560 equal to the greater of (i) the Minimum Base Rent defined below, and (ii) four percent  
561 (4.0%) of gross revenues for each twelve (12) month operating period. Based on the  
562 Master Developer's projections, total Rent for the Hotel (absent the adjustment described  
563 in Section 5.1.7), including associated parking, over the term of the lease would be \$1.17  
564 billion or \$112 million NPV at 5% or \$139,481/room. Total Minimum Base Rent will be  
565 \$2,814,437 in the first twelve (12) full months of operations (\$2,847,001 in the first full  
566 calendar year 2018) increasing 2% for each twelve (12) month period thereafter. This  
567 amount represents approximately 3% of the projected stabilized gross revenues of this  
568 portion of the Project. The total Minimum Base Rent (absent the adjustment described in  
569 Section 5.1.7) over the term of the lease, including associated parking, would be \$812  
570 million, or \$78 million NPV at 5% or \$97,981 per key.

571  
572 5.3. Retail/Restaurant/Cultural Facility Site(s) - The Master Developer will lease the space  
573 for the Retail/Restaurant/Cultural Facility as outlined in Exhibit 9 in one or multiple  
574 leases from the City for 99 years. Lease payments will begin when Master Developer  
575 obtains a Certificate of Occupancy(ies). In aggregate, the City will be paid Rent for all  
576 such leases equal to the greater of (i) the Minimum Base Rent defined below, and (ii) four

577 percent (25.0%) of gross revenues for each twelve (12) month operating period. Based  
578 on the Master Developer's projections, total Rent for the Retail/Restaurant/Cultural  
579 Facility and associated parking over the term of the leases (absent the adjustment  
580 described in Section 5.1.7) would be \$2.1 billion, or \$205 million NPV at 5% or  
581 \$1,046/square foot. Minimum Base Rent will be \$6,292,092 in the first twelve (12)  
582 months of operations (\$6,312,722 in the first full calendar year 2017) increasing 2% for  
583 each twelve (12) month period thereafter. This amount represents approximately 20%  
584 of the projected stabilized gross revenues of this portion of the Project. The total  
585 Minimum Base Rent (absent the adjustment described in Section 5.1.7) over the term of  
586 the lease, including associated parking, would be \$1.8 billion, or \$180 million NPV at 5%  
587 or \$920 per square foot. Master Developer will have the right to develop the 1701  
588 Meridien site within the 52-acre site at some time in the future based on then agreed  
589 upon terms and conditions with the City. This site is not considered in the current  
590 Master Plan and the City will continue to receive all revenues it currently produces.

591 5.4. Residential Site(s) - The Master Developer will lease the space for the Residential as  
592 outlined in Exhibit 9 as one or multiple leases from the City for 99 years. This may be a  
593 combination of ground lease/air rights lease as appropriate. Lease payments will begin  
594 when Master Developer obtains a Certificate of Occupancy(ies). In aggregate, the City  
595 will be paid Rent for all such leases equal to the greater of (i) the Minimum Base Rent  
596 defined below, and (ii) four percent (4.0%) of gross revenues for each twelve (12) month  
597 operating period. Based on the Master Developer's projections, total Rent over the term  
598 of the leases (absent the adjustment described in Section 5.1.7) would be \$122 million, or  
599 \$12 million NPV at 5% or \$39,852/unit. Minimum Base Rent will be \$338,438 in the first  
600 twelve (12) months of operations (\$341,789 in the first full calendar year 2017)  
601 increasing 2% for each twelve (12) month period thereafter. This amount represents  
602 approximately 3% of the projected stabilized gross revenues of this portion of the  
603 Project. The total Minimum Base Rent (absent the adjustment described in Section 5.1.7)

604 over the term of the lease would be \$100 million, or \$10 million NPV at 5% or \$32,882  
605 per unit.

606 5.5. Theater - The Master Developer will lease Sites H & I as approximately outline in Exhibit  
607 9 as one or multiple leases from the City for 33-years, with two options, each to extend  
608 the term by 33 years at the election of Master Developer. Any modifications to the  
609 Theater or use of the land will be by mutual agreement between Master Developer and  
610 City. Lease payments will continue the current schedule of the Guaranteed Funding from  
611 the Live Nation Management Agreement and will extend the existing two percent (2%)  
612 growth on the Funding beyond expiration or termination of the existing Agreement.

613 5.5.1. The City shall be entitled on two (2) occasions in each full operating year  
614 (and proportionately for any partial year) during the term to allow use of the  
615 Theater by a duly qualified charitable organization subject to agreed upon terms  
616 and conditions.

617 5.5.2. The City shall be entitled on one (1) occasion in each full operating year  
618 (and proportionately for any partial year) during the term to make use of the  
619 Theater for hosting the Parks and Recreation Summer Showcase Event subject to  
620 agreed upon terms and conditions.

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**Table 5: Site Leases Summary**

	Hotel	Retail/ Restaurant/ Cultural Facility	Residential
<b>Full Rental Amount</b>			
Total Amount	\$1.17B	\$2.1B	\$122M
Lease Term NPV @ 5%	\$112M	\$205M	\$12M
NPV per Unit	\$139,481	\$1,046	\$39,852
<b>Minimum Base Rent</b>			
Operating Year 1 Base Rent	\$2,814,437	\$6,292,092	\$338,438
First Full Calendar Year Base Rent	\$2,847,001	\$6,312,722	\$341,789
Total Amount	\$812M	\$1.8B	\$100M
Lease Term NPV @ 5%	\$78M	\$180M	\$10M
NPV per Unit	\$97,981	\$920	\$32,882

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634 6. **Project Budget** – Exhibit 13 provides a detailed budget for each component of the Master  
 635 Plan. A summary is as follows (Public Components costs exclude capitalized interest, debt  
 636 service reserves and other issuance costs):

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647 **Table 6: Base Case and Phase I Total Budget Summary**

<i>(in millions)</i>	<b>Total Base Case</b>	<b>Phase 1 Additions</b>	<b>Total</b>
<b>Public Components</b>			
Convention Center	\$494.0		\$494.0
Public Areas	\$22.9		\$22.9
Parking	\$30.4		\$30.4
Off-Site Infrastructure	\$1.0	\$3.0	\$4.0
<b>Total Public</b>	<b>\$548.2</b>	<b>\$3.0</b>	<b>\$551.2</b>
<b>Private Components</b>			
Hotel	\$305.3		\$305.3
Residential		\$100.9	
Retail		\$70.1	
Restaurants		\$24.2	
Cultural		\$46.4	
Theater		\$18.5	
Public Areas		\$32.1	
<b>Total Private</b>	<b>\$305.3</b>	<b>\$292.1</b>	<b>\$597.5</b>
<b>TOTAL</b>	<b>\$853.6</b>	<b>\$295.1</b>	<b>\$1,148.7</b>

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- 649       6.1. The budgets for the Public Components contain approximately \$35M in hard
- 650       cost, design and project contingencies.
- 651       6.2. All costs related to improving Public Components structures to support Private
- 652       Components are costs of the private sector and not included in any Public
- 653       Components budget.
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661 **7. Project Financing**

662 7.1. Public Components – The Public Components will be financed under a Traditional  
 663 Approach. The following is a summary of the proposed financing:

664  
 665 **Table 7: Public Component Financing**

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<i>(\$ in millions)</i>	<b>Base Case</b>	<b>Phase 1</b>	<b>Total</b>
<b>Sources</b>			
Par Amount of Bonds	\$ 325.7	\$ 120.1	\$ 445.7
Premium	\$ 35.4	\$ 12.9	\$ 48.3
Private Contribution	\$ 32.1	\$ -	\$ 32.1
County Contribution	\$ 53.6	\$ -	\$ 53.6
CRA Contribution	\$ 76.9	\$ -	\$ 76.9
<b>Total Sources</b>	<b>\$ 523.6</b>	<b>\$ 133.0</b>	<b>\$ 656.5</b>
<b>Uses</b>			
<i>Convention Center</i>	\$ 498.0	\$ -	\$ 498.0
<i>Public Space</i>	\$ 17.3	\$ -	\$ 17.3
Convention Center	\$ 425.2	\$ 90.0	\$ 515.2
<i>Parking</i>	\$ 30.4	\$ -	\$ 30.4
<i>Public Space</i>	\$ 5.6	\$ -	\$ 5.6
Parking	\$ 20.5	\$ 15.5	\$ 36.0
Other Public Space	\$ 32.1	\$ -	\$ 32.1
Debt Service Reserve Fund	\$ 29.9	\$ 11.3	\$ 41.3
Capitalized Interest Fund	\$ 10.9	\$ 14.3	\$ 25.3
Cost of Issuance	\$ 4.9	\$ 1.8	\$ 6.7
<b>Total Uses</b>	<b>\$ 523.6</b>	<b>\$ 133.0</b>	<b>\$ 656.5</b>

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 668  
 669 7.1.1. Traditional Approach

670 7.1.1.1. Under this approach, the City will utilize the remaining funds from  
 671 the County G.O. Bond commitment of approximately \$53.6 million,  
 672 the NPV of the \$90 million currently allocated in the RDA to District

673 projects (estimated \$76.9M CRA Contribution), and will issue taxable  
674 and/or tax-exempt Center bonds to provide funds for the Public  
675 Components, excluding the Center Replacement Parking. The Center  
676 Bonds will be repaid from the new 1% Resort Tax and Project  
677 generated land lease payments and tax streams. These Center Bonds  
678 will be secured by the City-wide Resort Tax. The Parking Bonds are  
679 to fund the Center Replacement Parking and are to be repaid from  
680 parking revenues and secured by the system-wide Parking  
681 Enterprise Fund.

682  
683 Assuming the Phase 1 Components are developed, no other non-  
684 Project generated financial resources are to be utilized. See Exhibit  
685 12 for a summary of this approach for the Phase 1 Components  
686 scenario, including sources and uses, projected revenue streams,  
687 debt service payments, lost parking revenue funding, Capital  
688 Reserve funding, Public Amenities maintenance funding, net  
689 revenues, and resulting coverage.

690 7.1.1.2. Center Bonds - If the City elects this approach, the City will issue 30-  
691 year taxable and/or tax-exempt Center Bonds, in an amount  
692 currently estimated to be \$448.3 million, to provide for Project costs  
693 for the Public Components, debt service reserves, capitalized  
694 interest, and issuance costs (see in Exhibit 10a & 10b). The debt  
695 service on the Center Bonds will be repaid by the new 1% Resort Tax  
696 and Project generated land lease payments and tax streams. In  
697 addition, these Bonds will be secured by the City-wide Resort Tax.

698 7.1.1.3. Public Parking Bonds - The City will finance the Center Replacement  
699 Parking through Parking Bonds that will be repaid from parking

700 revenues and secured by the Parking Enterprise Fund (see Exhibit  
701 12a & 12e).

702 7.1.1.4. Center Maintenance – It is recommended that once the Center is  
703 open, the City should ramp up to reserve approximately \$3 million  
704 annually (increasing annually 2% thereafter) to provide for Capital  
705 Expenditures and Center Maintenance. This will provide for the  
706 Center to be maintained in a fashion consistent with the standard of  
707 maintenance at other First-Tier convention centers (including, but  
708 not limited to, the Orlando/Orange County Convention Center and  
709 the San Diego Convention Center). This amount has been accounted  
710 for in the overall public revenue financial plan and is funded by the  
711 Project Public Revenues and the \$4.5 million CDT allocation.

712 7.1.1.5. Public Amenities Maintenance – It is estimated that the Public  
713 Amenities, (excluding those landscape areas surrounding the Private  
714 Components that will be maintained by Master Developer), will cost  
715 approximately \$900,000 in 2013 dollars to maintain annually.  
716 Master Developer contemplates that the City will approve the  
717 creation of a Business Improvement District or similar publically  
718 controlled entity (the “BID”) with a sole purpose of maintaining the  
719 Public Amenities within the Project site. The commercial owners  
720 within the BID are to provide 0.5% of gross revenues to the BID  
721 Fund annually, with the remaining funded by the City. Based on  
722 current projections, the contributions by the commercial owners  
723 within the BID will generate approximately \$775,000 in 2013 dollars  
724 once stabilized annually towards the maintenance cost for the  
725 publically maintained portions of the Public Amenities (see Exhibit  
726 15).

- 727                    7.1.1.6.    Lost Parking Revenues – The public revenue financial plan takes into  
 728                    account the replenishment to the City of any net parking revenues  
 729                    (\$3.8 million) from the 17<sup>th</sup> Street Garage and surface parking lots  
 730                    lost from the development of the Master Plan during both  
 731                    construction and operations. Note that replenishment in 2015 and  
 732                    2016 are funded as Phase I capital costs in the total private  
 733                    component construction budget. In 2017 and beyond, the costs are  
 734                    funded through public cash flows (see Exhibit 10B).
- 735                    7.1.1.7.    Operating Subsidy - The public revenue financial plan take into  
 736                    account the potential of a \$1.5 million annual operating subsidy for  
 737                    the Convention Center operations (see Exhibit 10B).
- 738                    7.1.1.8.    Public Finance Underwriter fees will not exceed 0.5% of the  
 739                    proceeds they underwrite subject to approval.

740    7.2.    Private - The Private Components are planned to be financed as follows:

741

742    **Table 8: Private Component Financing Stack**

<i>(in millions)</i>	EQUITY				DEBT		TOTAL			
	MD	%	Investor	%	Total	%	Total	%		
Hotel*	\$24.4	20.0	\$97.7	80.0	\$122.1	40.0	\$183.2	60.0	\$305.3	100.0
Residential	\$7.1	20.0	\$28.2	80.0	\$35.3	35.0	\$65.6	65.0	\$100.9	100.0
Retail	\$5.6	20.0	\$22.4	80.0	\$28.1	40.0	\$42.1	60.0	\$70.1	100.0
Restaurants	\$1.9	20.0	\$7.7	80.0	\$9.7	40.0	\$14.5	60.0	\$24.2	100.0
Cultural	\$3.7	20.0	\$14.8	80.0	\$18.6	40.0	\$27.8	60.0	\$46.4	100.0
Theater	\$1.5	20.0	\$5.9	80.0	\$7.4	40.0	\$11.1	60.0	\$18.5	100.0
Public Areas	\$2.5	20.0	\$10.0	80.0	\$12.5	39.0	\$0.0	61.0	\$32.1	100.0
<b>Total</b>	<b>\$46.7</b>	<b>20.0</b>	<b>\$186.9</b>	<b>80.0</b>	<b>\$233.6</b>	<b>39.1</b>	<b>\$344.3</b>	<b>57.6</b>	<b>\$597.5</b>	<b>100.0</b>

743    *\*Equity from Master Developer and Investor includes hotel key money contributed by the flag*

- 744                    7.2.1.    Master Developer Equity – The Master Developer is committed to investing up  
 745                    to 20% (up to \$45 million based on the current program) of the required

746 capital for the private components of the project. Please see the executed  
747 commitment letter in Exhibit 16.

748 7.2.2. Other Equity – Master Developer has engaged Brookfield Financial, a global  
749 investment bank which specializes in the real estate and infrastructure sectors,  
750 to assist with the equity raise for the private components. During the  
751 preliminary design and budgeting process, Master Developer and Brookfield  
752 Financial performed feasibility studies on the various components and created  
753 offering materials for potential equity investors to review. A wide range of  
754 potential investors conducted preliminary due diligence on the Project and on  
755 the Master Developer.

756  
757 The credentials of the Master Developer and the fundamentals of the Project  
758 were well received by the equity investors. After a period of marketing and  
759 preliminary due diligence period, the Project has been well received with  
760 multiple investors expressing interest in the private components. These well-  
761 known and well-capitalized investors have expressed strong interest in being  
762 joint venture partners with the Master Developer to pursue the Project. The  
763 capabilities and track record of the Master Developer have been well  
764 recognized by the real estate investment community and several of the  
765 interested parties have invested with the Master Developer previously.

766  
767 Please see Exhibit 17A for letters expressing interests to be the joint venture  
768 equity partners with the Master Developer from the following investors:

769 - **AREA Property Partners** - A real estate fund manager with over \$60  
770 billion investment since their formation in 1993. AREA has expressed  
771 interest to be an equity partner with the Master Developer for all the  
772 components of the Project.

- 773 - **Northwood Investors** - A real estate fund manager with approximately \$3  
774 billion of asset under management and formed in 2006 by John Kukral, the  
775 former President and CEO of Blackstone Real Estate Advisors. Northwood  
776 has expressed interest to be an equity partner with the Master Developer  
777 for all the components of the Project.
- 778 - **USAA Real Estate Company (“Realco”)** – The real estate investment arm  
779 of insurance and financial services company, USAA. With \$12 billion in real  
780 estate assets under management, Realco has expressed interest in investing  
781 with the Master Developer in multifamily and retail components of the  
782 Project.
- 783 - **Prudential Real Estate Investors (“PREI”)** - A real estate investment  
784 management business of Prudential Financial. PREI has over \$50 billion  
785 asset under management. PREI has expressed interest in the multifamily  
786 and retail components of the Project.
- 787 - **AIG Global Real Estate (“AIGGRE”)** - A subsidiary of American  
788 International Group, an international insurance organization. AIGGRE has  
789 expressed interest in the multifamily and retail components of the Project.
- 790 - **Berggruen Holdings** - A private investment firm with over \$2 billion of net  
791 equity. Berggruen has expressed interest in the multifamily and retail  
792 components of the Project.
- 793 - **Canyon Capital Realty Advisors (“CCRA”)** – A real estate investment firm  
794 with approximately \$20 billion in assets under management, including \$3  
795 billion in capital committed to CCRA’s real estate funds. CCRA has the  
796 expertise and ability to provide capital for the key components of the  
797 project (hotel, retail, office, multifamily, entertainment), but CCRA has  
798 particular interest in the hospitality component.

799                   - **Jamestown Properties** - A real estate investment and management  
800                   company which has raised approximately \$5 billion and invested in over 80  
801                   properties since their formation in 1983. Jamestown has expressed interest  
802                   in investing in the Project or an outright purchase at construction  
803                   completion.

804  
805                   When the Master Developer is selected and enters into development agreement  
806                   with the City, the Master Developer intends to select one or more investors to  
807                   enter into definitive agreement as the joint venture equity investor(s) for the  
808                   private components of the Project.

809  
810                   7.2.3 Debt – Master Developer has engaged the services of the Miami Office of Holliday  
811                   Fenoglio Fowler (HFF), a publicly-traded commercial real estate capital  
812                   markets intermediary and the leading provider of construction financing for  
813                   complex mixed-use developments across the country. HFF will be responsible  
814                   for placing the private debt component for the project.

815  
816                   HFF created a comprehensive financing package and launched a successful  
817                   three-pronged process that simultaneously targeted (1) major international  
818                   banks and life insurance companies that would finance the entire project; (2)  
819                   national and regional money center banks and debt funds that would join  
820                   together in a syndicated structure for the entire Project; and (3) national and  
821                   regional banks and specialty lenders that would provide financing for  
822                   individual components within the overall project. A key goal of the Portman-  
823                   CMC and HFF teams was to create an inclusive consortium of lenders that

824 allowed Miami Beach’s community banks to join some of the largest and most  
825 active global lenders in the project.

826  
827 While the response has been extremely strong from national money center  
828 banks (7) and Life Insurance Companies (3) that would take the lead in our  
829 consortium, Portman-CMC is pleased to also have support among senior  
830 leadership at the strongest and most well-respected local institutions (3), such  
831 as City National Bank and Ocean Bank. Letters of support are from the  
832 following and copies of the individual letters are provided in Exhibit 17B:

- 833 - HSBC Bank
- 834 - JP Morgan Chase Bank
- 835 - SunTrust Bank
- 836 - PNC Real Estate
- 837 - BBVA Compass
- 838 - Regions Bank
- 839 - Northwestern Mutual Life Insurance Company
- 840 - New York Life Investment Management
- 841 - Prudential Mortgage Capital Company
- 842 - Mercantil Commercebank
- 843 - FirstBank Florida
- 844 - City National Bank
- 845 - Ocean Bank

846  
847 As the Project has evolved and dialogue with the lending community has  
848 progressed, HFF reported a continual increase in interest and enthusiasm for  
849 our project, particularly as our program was revised following public feedback.

850

851

HFF noted that the most critical factor in gaining institutional interest in the financing of our project was the track record and reputation of the principals within the Portman-CMC team, many of whom enjoy long-standing relationships with the lenders in our consortium.

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At this juncture, the capital markets have joined together and spoken in overwhelming support of the Portman-CMC team and project.

857

858

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**8. Role of the Master Developer**

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8.1. Community Involvement – Master Developer will continue to engage the community to gain input into the Master Plan as it evolves. Master Developer and City will mutually agree upon a schedule and process in the Development Agreement for periodic community involvement.

861

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8.2. Referendum – The Master Developer will fund or raise the funding for any costs specifically pertaining to the referendum for this Project in excess of those funds that would be required for a normal voting cycle, anticipated to be less than \$10,000. Further, the Master Developer will fund or raise the funding for a public relations campaign to promote voting in favor of the referendum by the voting public.

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8.3. Public Components

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8.3.1. Design Review - Master Developer shall comply with the City’s regulatory design review process and shall be responsible for obtaining and securing all final applicable design approvals for all components of the Project. In addition, Master Developer and City shall mutually agree in the Development Agreement on a schedule and process that will provide City, its professional staff, and its

872

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876 consultants (all acting in the City’s proprietary capacity) with the opportunity  
877 to provide periodic input and approval(s) throughout the design phase of all  
878 the Project components. The final design shall be consistent with the Master  
879 Plan to be approved by the City Commission. No material changes may be  
880 made to the City-approved Master Plan without prior City approval.

881 8.3.2. Public Component Development – All Public Components will be delivered by  
882 the Master Developer through a Guaranteed Maximum Price Agreement. The  
883 Public Component Project Budget is the Master Developer’s best estimate of  
884 total Project costs at this conceptual stage of design. Key elements of the  
885 Development Process will include:

886 8.3.2.1. Process - Following execution of the Development Agreement,  
887 Master Developer and its design team (including, without limitation,  
888 its Lead Architect) will work with the City and its advisors to assess  
889 options and determine the final design and program specifications  
890 for the Public Components, based upon the Master Plan to be  
891 approved by the City Commission. Master Developer will then  
892 competitively bid and enter into a construction agreement for the  
893 Public Components with qualified firm(s) (the “General  
894 Contractor”). The Agreement will be divided into two portions: (1) a  
895 Pre-Construction Services Agreement culminating in the  
896 development and presentation of the GMP to Master Developer and  
897 the City, for their respective approval; and (2) provided the GMP is  
898 accepted by both Master Developer and the City, Master Developer  
899 and the General Contractor will then negotiate and execute a “GMP  
900 Amendment,” for construction and construction administration of  
901 the Public Components. In addition to the City’s approval  
902 rights (along with Master Developer) over the GMP, the

- 903 construction contract will also provide the City, as a third party  
904 beneficiary, with all necessary safeguards including, without  
905 limitation, indemnification, and naming the City as additional  
906 insured and co-obligee on the payment and performance bonds.
- 907 8.3.2.2. Pre-Construction Costs - Master Developer will be reimbursed a  
908 fixed maximum of \$18.3M for all Pre-Construction Costs (developer,  
909 design, construction manager, etc.) incurred prior to approval of the  
910 GMP by the City. See Exhibit 14 for a summary of the major  
911 components of the Pre-Construction Costs.
- 912 8.3.2.3. Maximum Fees – Fees within the Development Agreement will not  
913 exceed the following:
- 914 8.3.2.3.1. Master Developer Oversight – 2% (\$10.6M) of Project  
915 Costs (excluding the developer costs), assuming the  
916 Timeline outlined below.
- 917 8.3.2.3.2. Construction Manager – to be paid to the General  
918 Contractor, 2.5% (\$9.4M) of Hard Costs, assuming the  
919 Timeline outlined below. The General Contractor will  
920 be reimbursed for General Conditions in addition to the  
921 fee.
- 922 8.3.2.3.3. Lead Architect Fee (for all firms defined “Lead  
923 Architects”) – 4.0% (\$15.0M) of Hard Costs, assuming  
924 the Timeline outlined below. This is not inclusive of  
925 other design consultants.
- 926 8.3.2.4. Cost Savings - Any cost savings realized by development of the  
927 Public Components will be split 80% to the City and 20% to the  
928 Master Developer.

- 929           8.3.3. City Construction Oversight – City will engage a third-party to monitor Master  
930           Developer’s progress and ensure the Project is delivered as agreed upon in the  
931           Design-Build Agreement. Included in the Center budget is an allowance for  
932           these costs of 1% of Project Costs.
- 933           8.3.4. Timeline – Exhibit 11 summarizes the targeted timeline for the development of  
934           the Public Components. The Public Components Project Budget assumed this  
935           timeline.
- 936           8.4. Private Components - Master Developer will design, build, finance, and operate  
937           the Private Components.
- 938           8.5. Disadvantaged Business Contracting Goal – The Master Developer anticipates a  
939           minimum Disadvantaged Business Contracting Goal of Twenty Percent (20%).
- 940           8.6. Convention Center Operations – The Convention Center will continue to be  
941           operated and managed by Global Spectrum, or its successors as may be  
942           determined by the City in its sole discretion.
- 943           8.7. City Cost Funding – Upon execution of the Development Agreement, Master  
944           Developer will reimburse the City actual costs up to \$1 million for consulting  
945           and legal costs related to this transaction. In addition, the Development  
946           Agreement will provide for payment to the City of costs incurred by the City for  
947           oversight of the Public Components delivery as provided in Section 8.3.3. Please  
948           note these costs would be in addition to the 2% cost outlined in section  
949           8.3.2.3.1.
- 950           8.8. Proposal Costs – Any costs associated with preparing the Master Developer’s  
951           proposal will be a cost of the Master Developer and will not be charged back to  
952           the City.
- 953           8.9. Room Block Agreement – Hotel Owner shall enter into a Room Block Agreement  
954           consistent with the following key terms:

955           8.9.1. A City-wide Event is an event requiring a three-night stay with at least 1,500  
956           guest rooms on peak with at least 115,000 gross square feet of convention  
957           space utilized for one day or more while the event is being held. City-wide  
958           Events shall not include any activities occurring the week before, and including,  
959           the day of a Super Bowl taking place in Miami.

960           Room Block

961           8.9.1.1. For City-wide Events that are to occur at least 30 months in the  
962           future, Hotel Owner will make available for City-wide Events eighty  
963           percent (80%) of all guest rooms (and associated suites, ballroom,  
964           meeting rooms, etc.) for up to 14 nights per calendar month. Hotel  
965           Owner can book rooms in excess of that amount at its discretion, at  
966           the rate of its choosing.

967           8.9.1.2. For City-wide Events that are to occur between 18 and 30 months in  
968           the future, Hotel Owner will make available for City-wide Events  
969           eighty percent (80%) of all guest rooms (and associated suites,  
970           ballroom, meeting rooms, etc.) if rooms and space are available, and  
971           will make available for City-wide Events eighty percent (80%) of all  
972           guest rooms (and associated suites, ballroom, meeting rooms, etc.)  
973           for one consecutive four-day period each month. The Hotel Owner  
974           will determine the four-day period and will notify City on a monthly  
975           basis. Hotel Owner can book rooms in excess of that amount at its  
976           discretion, at the rate of its choosing.

977           8.9.2. Room Block Release

978           8.9.2.1. City/GMCVB will provide Hotel Owner a list of Known Release Dates  
979           on a periodic basis (not less than semi-annual) listing all future dates  
980           the Center cannot be utilized for City-wide Events due to  
981           maintenance, move in/out periods, or any other reason. Hotel

982 Owner will be free to book 100% of the rooms on any of these dates.  
983 If a Known Release Date is removed on a subsequent list, the date(s)  
984 will fall back under this room block agreement unless the Hotel  
985 Owner has already booked such dates(s).

986 8.9.2.2. Hotel Owner can seek a release of rooms from the City for in-house  
987 groups in the 30 months and out period, and such release will be  
988 given unless (i) City/GMCVB is actively negotiating with another  
989 group for the period covered by the request for release or (ii)  
990 City/GMCVB has historically booked the dates covered by the  
991 request for release to a City-wide Event. If a release is given and a  
992 subsequent City-wide Event desires to use the previously released  
993 dates, Hotel Owner will use its best efforts to accommodate the  
994 needs of the proposed City-wide Event.

995 8.9.2.3. Rooms booked pursuant to the Room Block Agreement will be  
996 subject to the normal booking policies of the Hotel Owner, including  
997 advance deposits, cancellation periods and cancellation fees, etc.

998 8.9.3. Room Block Pricing

999 8.9.3.1. Hotel Owner shall submit its Initial Offer to participate in a City-wide  
1000 Event room block at a rate determined in Hotel Owner's sole  
1001 discretion.

1002 8.9.3.2. Hotel Owner shall submit each January 1 a Minimum Event Block  
1003 Rate Schedule and Special Event Block Rate Schedule for each day  
1004 for the next five years.

1005 8.9.3.3. The Minimum Event Block Rate Schedule shall be 110% of Owner's  
1006 good faith forecast of the group room rates that will be included in  
1007 the pro forma budget or that are used in projections or forecasts by

1008 Owner in making its decisions, and planning for, group bookings in  
1009 the operation of the Hotel.

1010 8.9.3.4. The Special Event Block Rate Schedule shall be 100% of Owner’s  
1011 good faith forecast of the group room rates that will be included in  
1012 the pro forma budget or that are used in projections or forecasts by  
1013 Owner in making its decisions, and planning for, group bookings in  
1014 the operation of the Hotel.

1015 8.9.3.5. For up to 14 nights per calendar month, if prior to acceptance of the  
1016 Initial Offer, City reasonably and in good faith believes that it might  
1017 be in the City’s best interest to compel the Hotel Owner to offer a  
1018 City-wide Event an alternative rate structure, City may elect to  
1019 require the Hotel to offer a rate lower than the rate in the Initial  
1020 Offer, but in no event lower than the rate in the Minimum Event  
1021 Block Rate Schedule. If the City-wide Event occurs beyond the five-  
1022 year schedule, the Minimum Event Block Rate shall be determined  
1023 using an usual and customary industry inflation factor as reasonably  
1024 agreed upon by Hotel Owner, Operator and City.

1025 8.9.3.6. For up to six City-wide Events per year, if prior to acceptance of the  
1026 Initial Offer the City reasonably and in good faith believes that it  
1027 might be in the City’s best interest to compel the Hotel Owner to  
1028 offer the City-wide Event an alternative rate structure, City may elect  
1029 to require the Hotel to offer a rate lower than the rate in the Initial  
1030 Offer, but in no event lower than the rate in the Special Event Block  
1031 Rate Schedule. If the City-wide Event occurs beyond the five-year  
1032 schedule, the Special Block Rate shall be determined using an usual  
1033 and customary industry inflation factor as reasonably agreed upon  
1034 by Owner, Operator and City. City-wide Events utilizing this clause

- 1035 count toward the maximum 14 nights per month subject to this  
1036 room block commitment.
- 1037 8.9.4. The Room Block Agreement will constitute a restriction against the Hotel Site,  
1038 running with the land and binding on all successors in title, and shall be  
1039 superior to all deed of trust liens against the Hotel Site.
- 1040 8.9.5. Term shall continue until the earlier to occur of the following events: (i) the  
1041 Convention Center is no longer designated by the City as its principal  
1042 convention center, or (ii) the Convention Center is no longer operated and  
1043 maintained in a manner consistent with other first-class convention centers,  
1044 with the standard for same to be set out in the Room Block Agreement.
- 1045 8.10. Convention Center Booking Policy - It is recognized that the  
1046 renovation/expansion of the Center and development of the Hotel is being done  
1047 in an effort to increase the room night impact on the community. It is also  
1048 recognized that the Center's and Hotel's success is dependent upon booking  
1049 City-wide Events generating room nights. Therefore, City shall modify the  
1050 Center Booking Policy, to minimize the impact of the non-room night generating  
1051 events included in the definition of First Priority Events. While the Center will  
1052 use its best efforts to accommodate these non-room night generating events,  
1053 such events may need to move their dates if a City-wide Event can be booked.  
1054 The modified Center Booking Policy will require approval of the Convention  
1055 Center Advisory Board and the City Commission.
- 1056 8.11. City Community Benefit Fund
- 1057 8.11.1. Ticket Surcharge - Master Developer agrees to continue to fund the City  
1058 Community Benefit Fund by collecting a \$1.50 per ticket surcharge on ticketed  
1059 public events at the Theater. Collections will be deposited in the City's  
1060 Community Benefit Fund and utilized for discounted ticket program for senior  
1061 citizen and student residents of the City.

1062 8.11.2. Resident Ticket Program - Master Developer agrees to continue to provide a  
1063 resident ticket program, providing City residents priority access to up to 100  
1064 tickets to select events at the Theater. Master Developer will determine which  
1065 events are available for this program and the resident purchasing the tickets  
1066 will pay the full ticket price and any applicable surcharge or commissions.

1067

1068 **9. Role of the City**

1069 9.1. Height – The Master Developer will request an increase to the height limitation  
1070 for the development of the Hotel to a final height of approximately 124 feet  
1071 above average existing grade.

1072 9.2. Live Nation Agreement – See Section 4.2.3.

1073 9.3. Center Replacement Parking – See Section 4.2.8.

1074

1075 **10. Target Milestones**

1076 10.1. Referendum – Estimated to be place on a ballot in the November 2013 City  
1077 elections

1078 10.2. Development Agreement/Lease Execution – Approximately six-to-eight (6-8)  
1079 months after selection of Master Developer in June, 2013.

1080 10.3. Convention Center

1081 10.3.1. Design Start is projected for January 1, 2014

1082 10.3.2. Construction Start is projected for January 1, 2015

1083 10.3.3. Completion and Turnover is projected for June 14, 2017

1084 10.4. Private Components

1085 10.4.1. Hotel

1086 10.4.1.1. Design Start is projected for January 1, 2014

1087 10.4.1.2. Construction Start is projected for January 1, 2015

1088 10.4.1.3. Completion and Turnover is projected for May 17, 2017

- 1089            10.4.2. Theater Refurbishment & Associated Retail
- 1090                    10.4.2.1. Design Start is projected for January 28, 2015
- 1091                    10.4.2.2. Construction Start is projected for December 30, 2015
- 1092                    10.4.2.3. Completion and Turnover is projected for May 16, 2017
- 1093            10.4.3. Retail/Cultural/Office Relocation
- 1094                    10.4.3.1. Design Start is projected for January 1, 2014
- 1095                    10.4.3.2. Construction Start is projected for August 13, 2015
- 1096                    10.4.3.3. Completion and Turnover is projected for March 8, 2017
- 1097            10.4.4. Residential (For-Rent)
- 1098                    10.4.4.1. Design Start is projected for January 1, 2014
- 1099                    10.4.4.2. Construction Start is projected for February 26, 2015
- 1100                    10.4.4.3. Final Completion and Turnover is projected for November 30, 2016
- 1101            10.4.5. 17<sup>th</sup> Street Garage
- 1102                    10.4.5.1. Design Start is projected for January 1, 2014
- 1103                    10.4.5.2. Construction Start is projected for January 1, 2015
- 1104                    10.4.5.3. Final Completion and Turnover is projected for May 18, 2016
- 1105
- 1106            10.4.6. Private Financing - Portman-CMC has received strong levels of interest
- 1107                    regarding the financing of both debt and equity for the Private Components of
- 1108                    the Project. Given our construction schedule for the Private Components of the
- 1109                    Project, we anticipate that we will enter into fully binding financial documents
- 1110                    on the private debt and equity side by the end of November of 2014.
- 1111            10.4.7. Public Financing - In terms of public financing (tax exempt bond financing), the
- 1112                    renovation/repositioning/expansion of the Miami Beach Convention Center's
- 1113                    schedule of financing will be as follows:

- 1114                    10.4.7.1. County GO Bond Proceeds of \$53,600,000 will be made available to
- 1115    be utilized for design and predevelopment of the Public
- 1116    Components.
- 1117                    10.4.7.2. The balance bond issuance proceeds will be available starting March,
- 1118    2015.
- 1119

1120    **11. Termination**

- 1121                    11.1. The Phase I Private Component Financing Completion Date for the Hotel is
- 1122    expected within eighteen (18) months following the execution of the
- 1123    Transaction Documents. Base Case/Phase I Public Financing Completion Date is
- 1124    expected within twelve (12) months following the execution of the Transaction
- 1125    Documents.
- 1126                    11.2. Financing Completion Date – In addition to such other termination provisions as
- 1127    may be negotiated between the parties in the final agreements, City will have
- 1128    the right to terminate the Development Agreement if private financing (and all
- 1129    Developer provided equity) is not secured in a form reasonably acceptable to
- 1130    City within the later of (i) eighteen (18) months following the execution of the
- 1131    Transaction Documents and (ii) six (6) months following the actual Public
- 1132    Financing Completion Date. The date for finalization of the financing will be
- 1133    extended for force majeure events, delays resulting from failure of the City to
- 1134    timely comply with its obligations under the Development Agreement or to
- 1135    grant approvals required for the development of the Project, unforeseen
- 1136    environmental or archeological issues, and other causes beyond the reasonable
- 1137    control of the Master Developer.
- 1138                    11.3. Hotel Construction Start Date – In addition to such other termination provisions
- 1139    as may be negotiated between the parties in the final agreements, City will have

1140 the right to terminate the Development Agreement if Hotel construction has not  
1141 begun within the later of (i) eighteen (18) months following the execution of the  
1142 Transaction Documents and (ii) six (6) months after Private Financing  
1143 Completion Date for the Hotel, subject to force majeure, events, delays resulting  
1144 from failure of the City to timely comply with its obligations under the  
1145 Development Agreement or to grant approvals required for the development of  
1146 the Project, unforeseen environmental or archeological issues, other causes  
1147 beyond the reasonable control of the Master Developer, and other matters to be  
1148 specified in the Development Agreement.

1149 **12. Other**

1150 12.1. Governing Law – This LOI shall be governed by and construed in accordance  
1151 with the laws of the state of Florida. This LOI sets forth the entire agreement  
1152 between the parties in regard to the subject matter hereof and supersedes any  
1153 and all prior agreements between the parties in regard to the subject matter  
1154 hereof. The federal district courts for the State of Florida and the state district  
1155 courts located in Miami-Dade County, Florida shall be the exclusive places of  
1156 venue in regard to any dispute arising out of this LOI.

1157 12.2. No Representations – Except as expressly set forth in the Transaction  
1158 Documents, neither party shall be deemed to have made any representations,  
1159 warranties or guaranties to the other regarding the Project, including, without  
1160 limitation, any future financial performance to be derived from investment in  
1161 the Project.

1162 12.3. LOI- The parties agree to sign this LOI promptly after City Commission  
1163 approval.

# PORTMAN-CMC

MIAMI BEACH CONVENTION CENTER DISTRICT LETTER OF INTENT

1166 **SIGNATURES**

1167 **Portman-CMC**

1168

1169 By: \_\_\_\_\_

1170 Name:

1171 Title:

1172

1173 **CITY OF MIAMI BEACH**

1174

1175 By: \_\_\_\_\_

1176 Name:

1177 Title:

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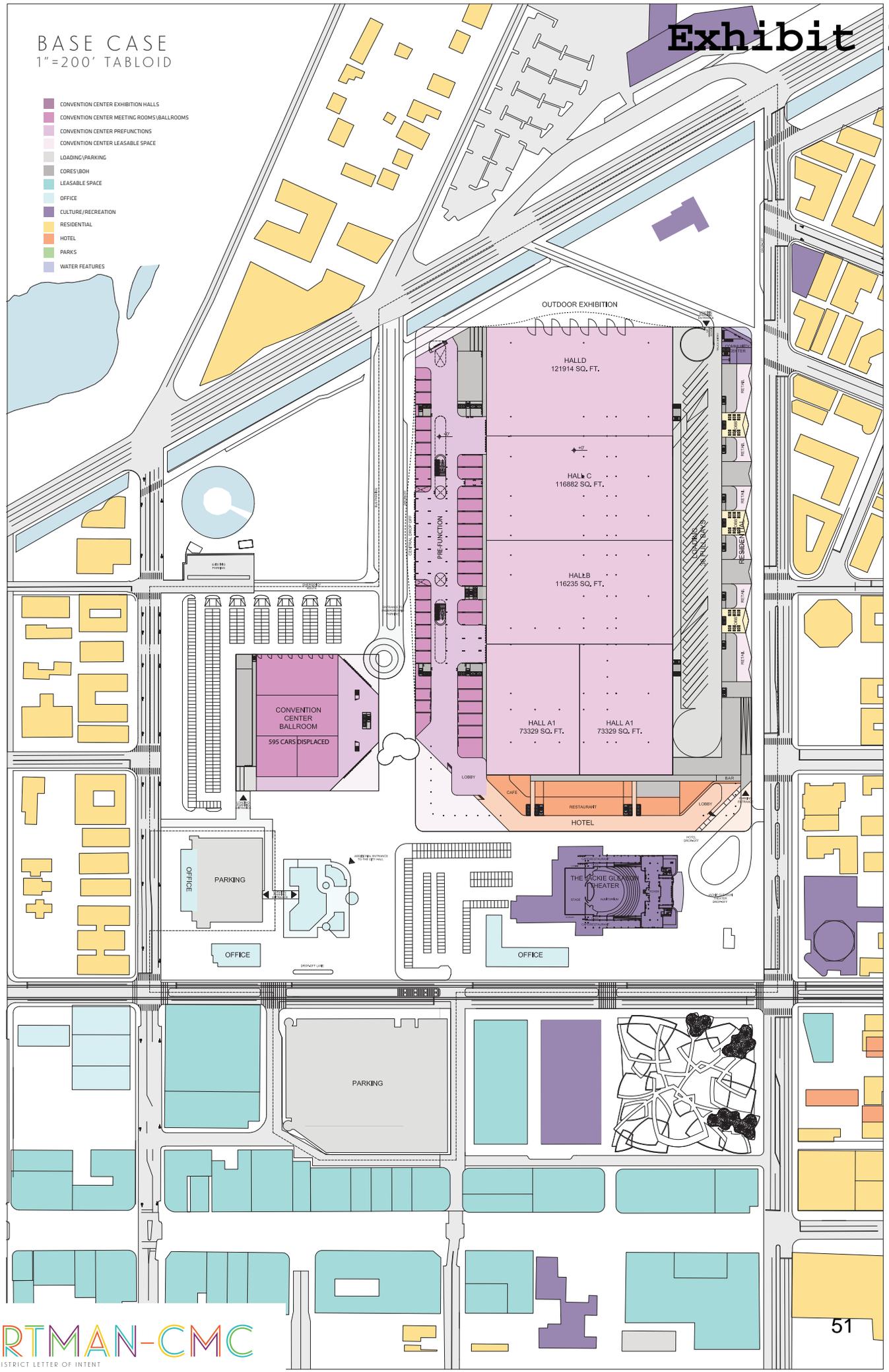
# PORTMAN-CMC

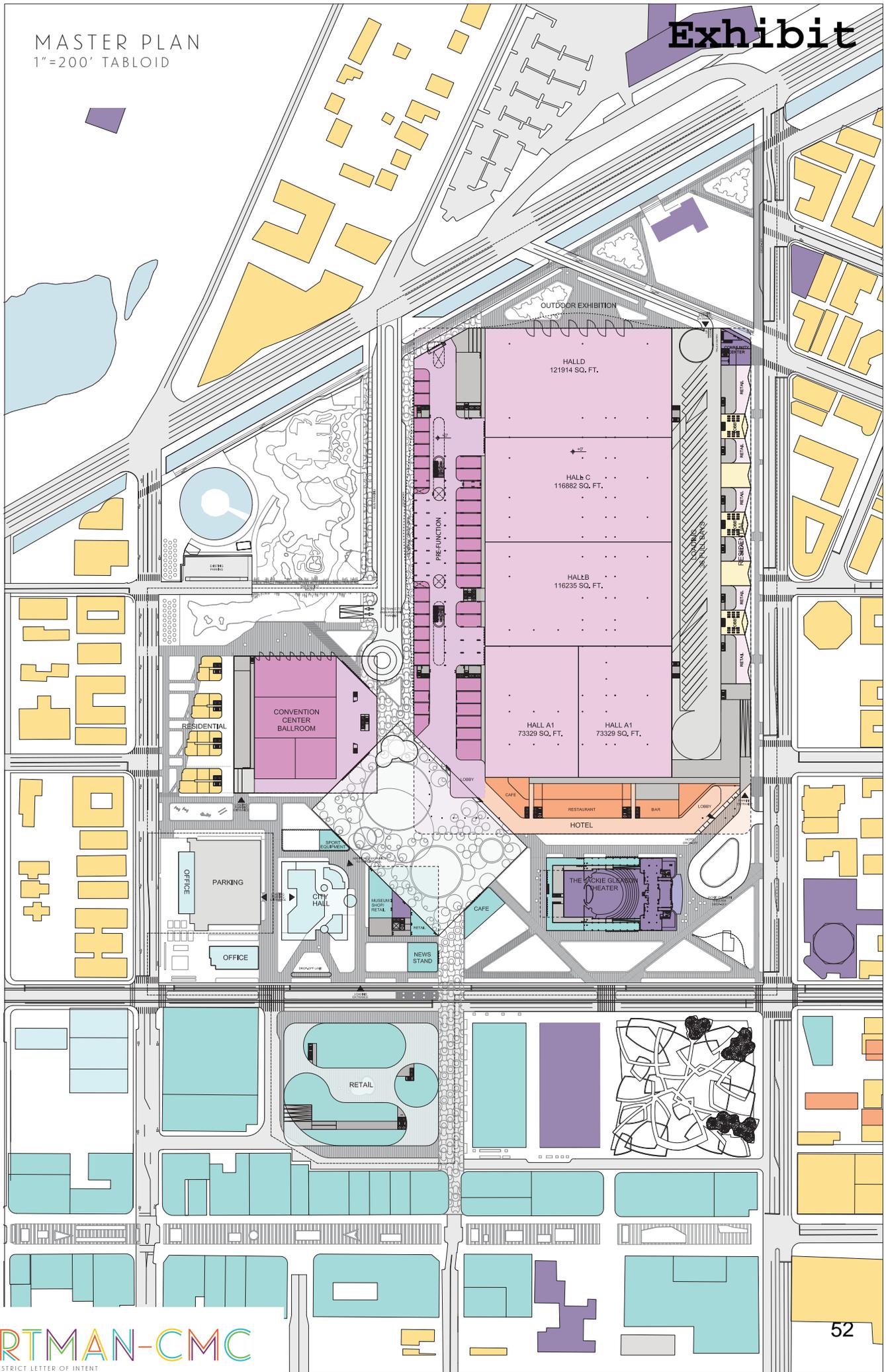
MIAMI BEACH CONVENTION CENTER DISTRICT LETTER OF INTENT

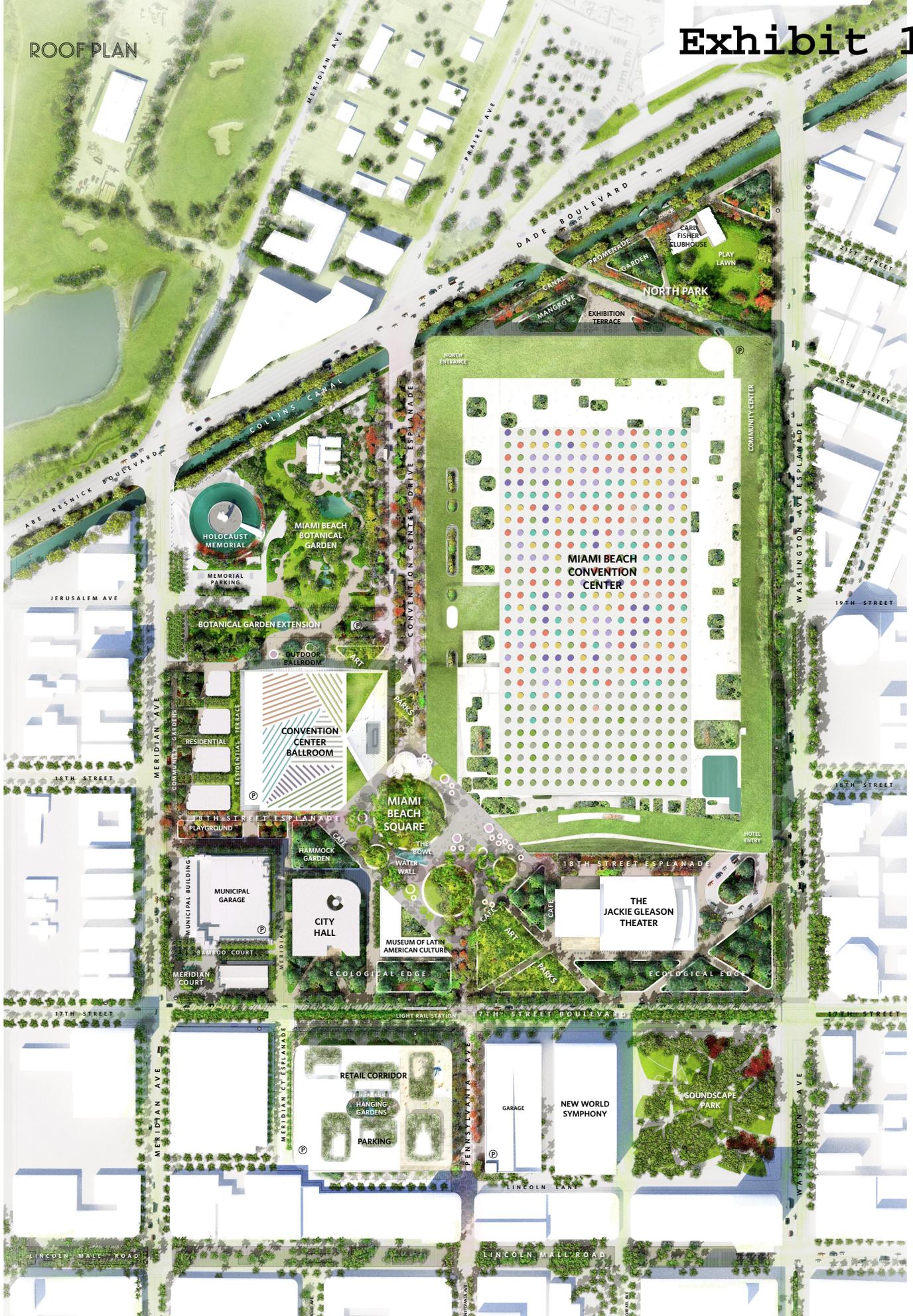
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## BASE CASE 1"=200' TABLOID

- CONVENTION CENTER EXHIBITION HALLS
- CONVENTION CENTER MEETING ROOMS/BALLROOMS
- CONVENTION CENTER PREFUNCTIONS
- CONVENTION CENTER LEASABLE SPACE
- LOADING/PARKING
- CORES/LIWH
- LEASABLE SPACE
- OFFICE
- CULTURE/RECREATION
- RESIDENTIAL
- HOTEL
- PARKS
- WATER FEATURES

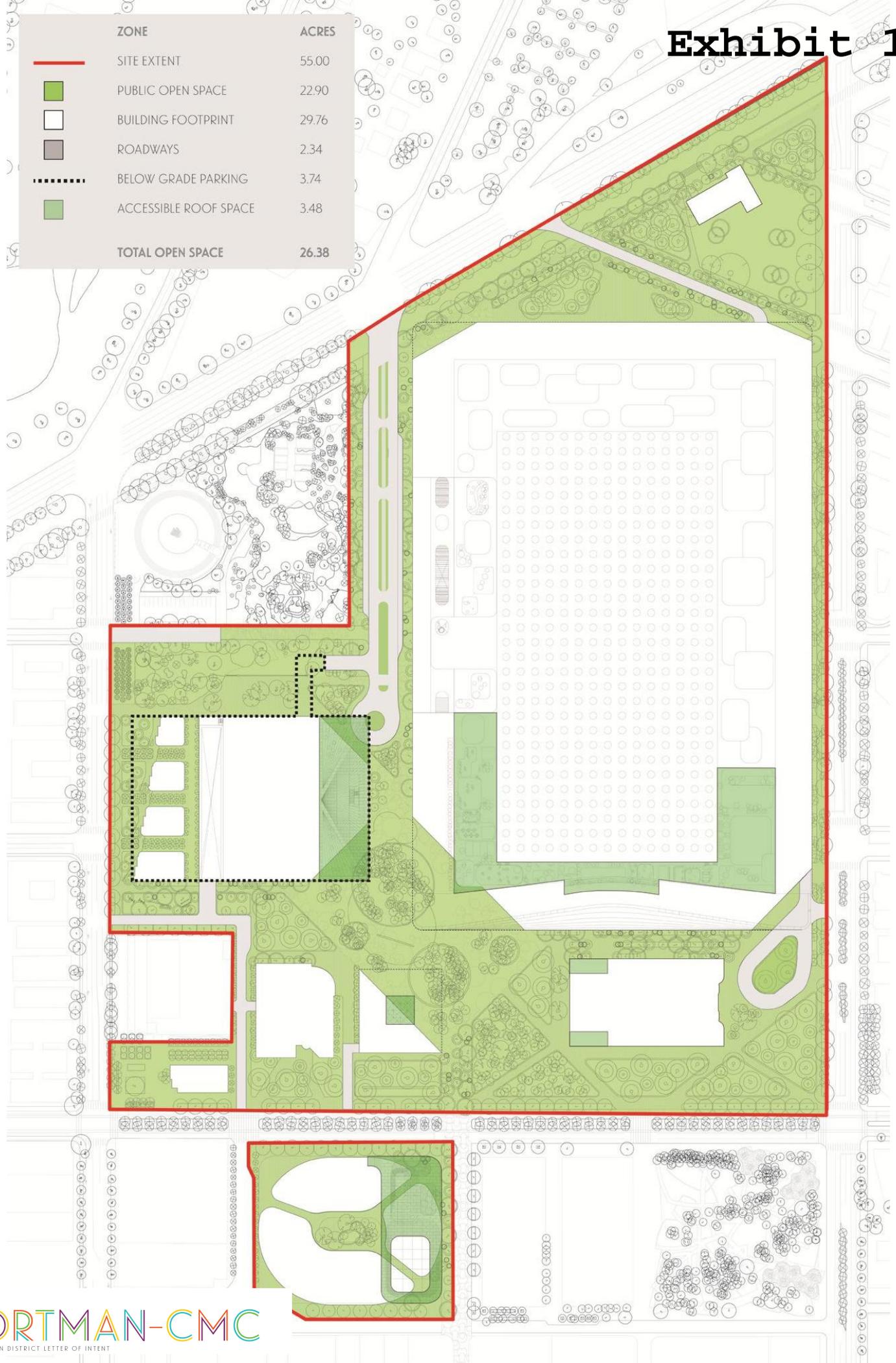






# Exhibit 1D

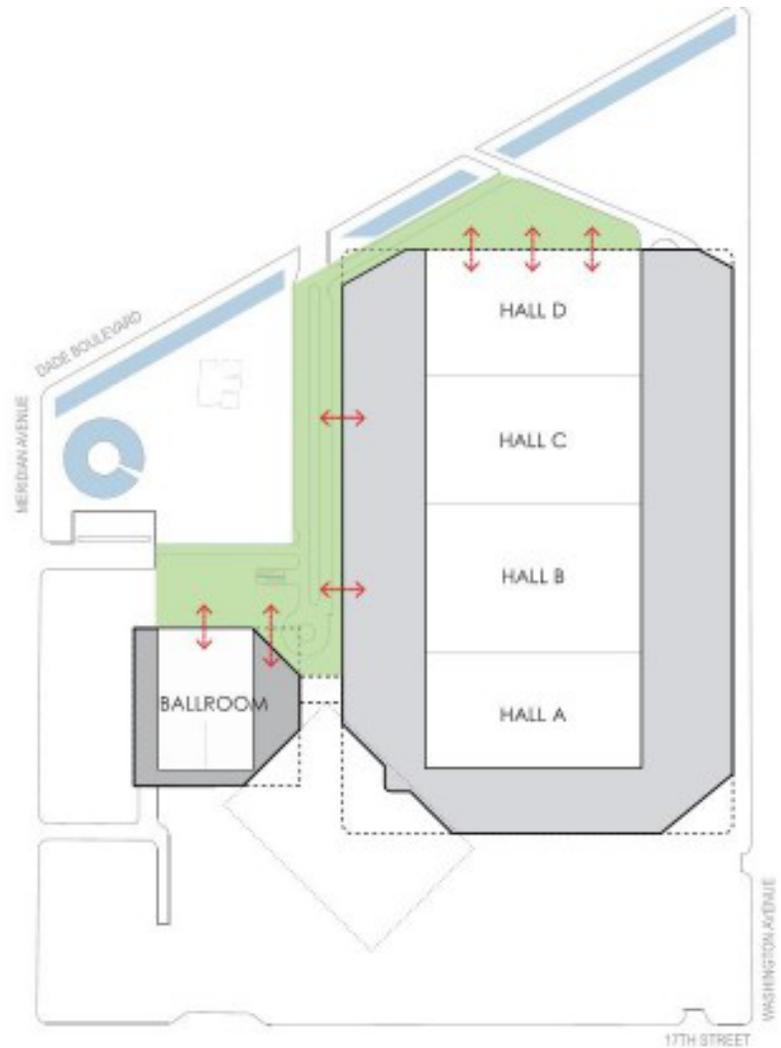
ZONE	ACRES
 SITE EXTENT	55.00
 PUBLIC OPEN SPACE	22.90
 BUILDING FOOTPRINT	29.76
 ROADWAYS	2.34
 BELOW GRADE PARKING	3.74
 ACCESSIBLE ROOF SPACE	3.48
<b>TOTAL OPEN SPACE</b>	<b>26.38</b>



## Renovation Program

### 1. New Outdoor Function Space.

Our plan provides 285,000 SF of Outdoor Function Space in 4 areas defined as follows:



#### North Outdoor Exhibit Space:

This Event Space is immediately to the north of Exhibit Hall D. In this location outdoor events can remain secure from the public and connect directly into Exhibit Hall D with a seamless transition from inside to outside.

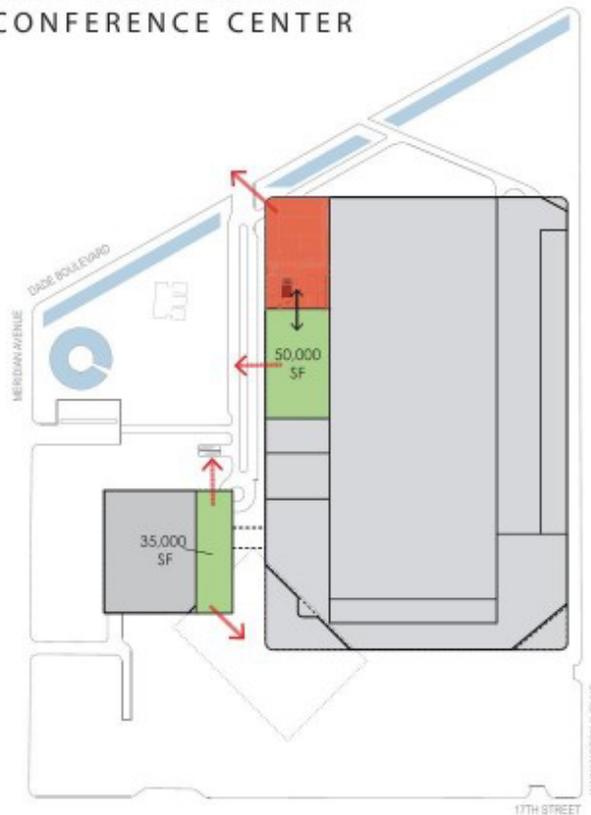
#### West Grade Level Outdoor Function Space:

In addition to the North Outdoor Exhibit Space we are providing a contiguous

# Exhibit 2 Cont.

direct connection to the west from Exhibit Hall D, the Main Registration Lobby and from our grade level Grand Ballroom. This grade level Outdoor Function Space totals 200,000 SF for use by Trade Shows, Art Basel, and the Boat Show. We have provided outdoor event space directly to the north of the new at grade Grand Ballroom, so that special events such as receptions, cocktail parties, banquets, weddings can all function here, and extend directly into the Botanic Gardens, if desired.

## ROOFTOP OUTDOOR FUNCTION SPACE AND EXECUTIVE CONFERENCE CENTER



### Rooftop Outdoor Function Space and Executive Conference Center:

We have created a similar Outdoor Function Space at the Executive Conference Center. This area provides approximately 50,000 SF of outdoor space with great views directly to the Botanic Gardens and the Holocaust Memorial.

### Ballroom Rooftop Outdoor Function Space:

Approximately 35,000 SF of outdoor event space with views to the Plaza, Botanic Gardens and Holocaust Memorial.

## 2. New Executive Conference Center and Business Center.

A new Executive Conference Center is provided at the Northwest Corner of the 3<sup>rd</sup> level, as seen in the diagram above. This location provides the opportunity to create a smaller self contained event. It has great access, adjacent parking and great views. Note the following benefits:

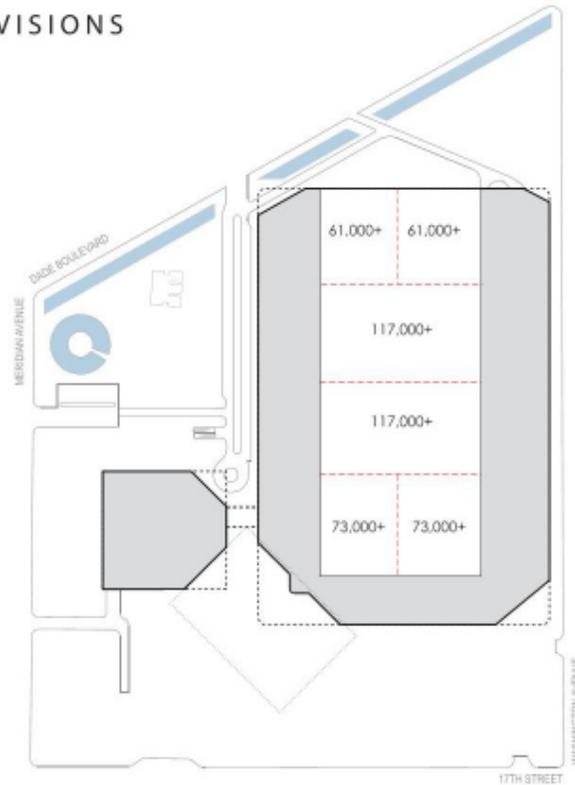
- Separate NW Drop-Off and Entry Lobby
- Adjacent Parking with easy access.
- Separate smaller Exhibit Hall at Hall D (61,000 sf)
- Separate Kitchen and Loading Dock
- Separate Junior Ballroom (20,000 sf)
- Separate Meeting Rooms (10,000 sf)

A new Business Center will be provided off the new registration area or in the lobby of the adjacent hotel.

## 3. Renovated Food Courts/ Concessions.

All of the existing concession spaces which serve the Exhibit Hall will either be replaced or completely renovated and updated. A new Food Court will be provided on the Southwest corner of the building off of the main entry lobby, looking into the new plaza.

## FLEXIBILITY EXHIBIT HALL DIVISIONS FROM 61,000 SF TO 502,000 SF



### 4. Existing Exhibit Hall Improvements.

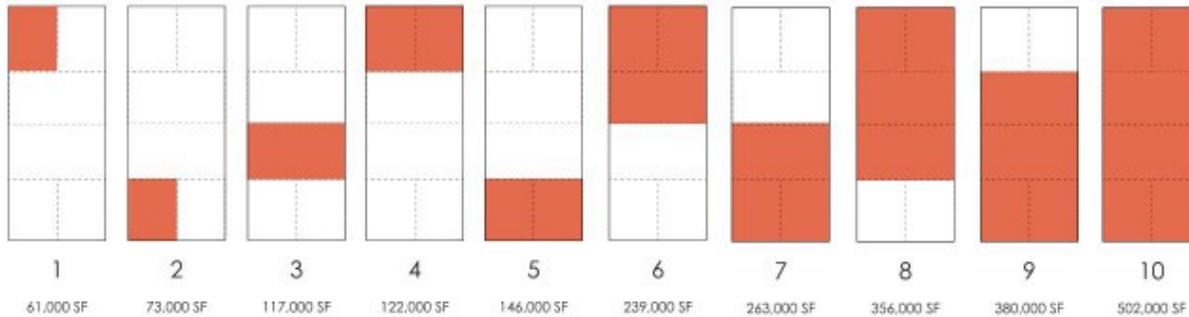
- a. Halls need to be reconfigured so they can be subdivided into four halls from East to West. With this configuration, the skywalk may be removed depending on the master plan for the east side of the center.

We are providing 4 halls configured from East to West. This configuration will provide ultimate flexibility with 10 possible room divisions as follows:

- 502,000 sf,
- 380,000sf,
- 356,000 sf,
- 263,000 sf,
- 239,000 sf,
- 146,000 sf,
- 122,000 sf,
- 117,000 sf,
- 73,000 sf
- 61,000 sf.

# Exhibit 2 Cont.

FLEXIBILITY  
10 EXHIBITION HALL SIZES  
2, 3, OR 4 SIMULTANEOUS SHOWS  
61,000 SF TO 502,000 SF

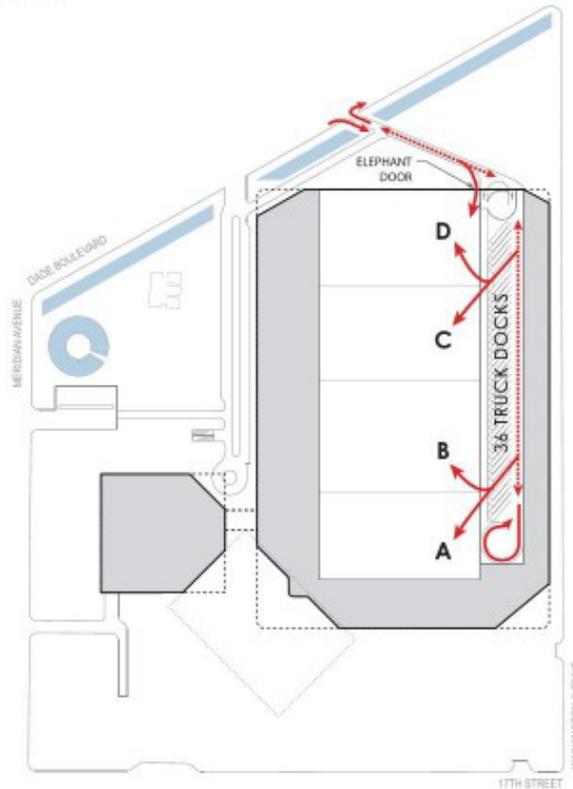


We are eliminating **ALL** convention center functions on the East side of the center. The existing Skywalk will be removed providing a constant clear height within the entire Exhibit Hall.

**b. One of the subdivided halls needs the capability to be further subdivided for smaller events.**

We will subdivide two halls in half Hall A to provide two 73,000 sf exhibit halls and Hall D to provide two 61,000 sf exhibit halls. In addition our grade level ballroom can provide an additional 60,000 sf of potential exhibit space which is also subdividable into smaller sections.

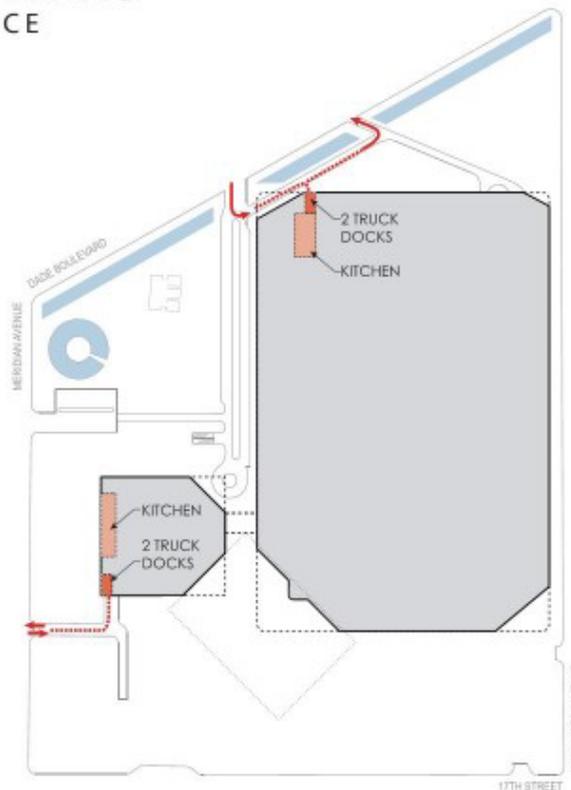
## CONVENTION CENTER LOADING



**c. Each subdivided exhibit hall needs access to approximately nine (9) loading docks (36 in total).**

We provide 36 docks for 75' semi-tractors. In addition we are providing 2 truck ramps to provide direct drive in access for semi's into each of the 4 Exhibit Halls. Note in addition we provide dedicated truck docks to serve the 2 new kitchens and ballrooms. Separating the kitchen and ballroom docks from the exhibit hall docks provide a more efficient service to both elements.

## DEDICATED KITCHEN AND BALLROOM SERVICE



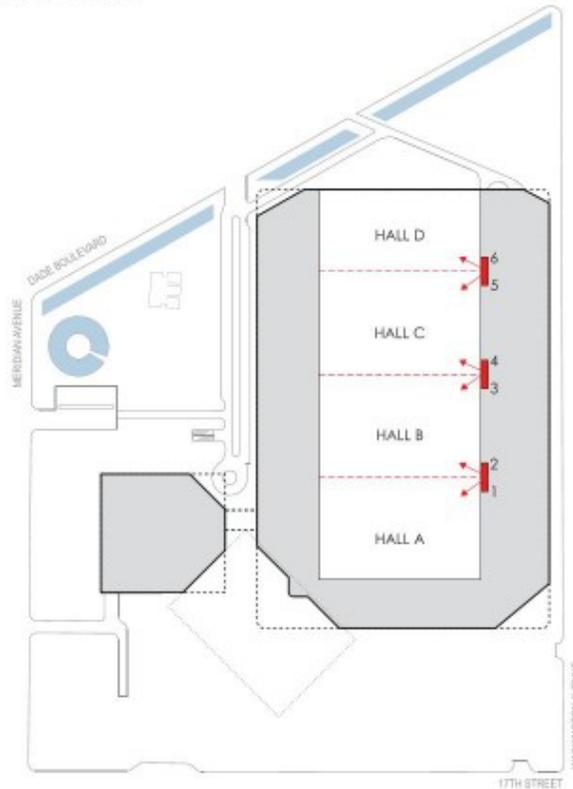
- d. Each subdivided exhibit hall needs one (1) 30' x 30' freight door and four 15' x 24' freight doors.**

A large scale “elephant door” 30' x 30' access will be provided at Exhibit Hall D to the north directly off the truck service road. With the removal of the center walkway bridge, all four halls will have the same clear ceiling height. Four 15' x 24' freight doors will be provided off the loading dock, one into each Exhibit Hall.

- e. Provide appropriate show offices adjacent to each hall.**

6 Show Offices will be provided on the east side of the exhibit hall with views directly into each hall. Two of the suites can be combined for larger show events.

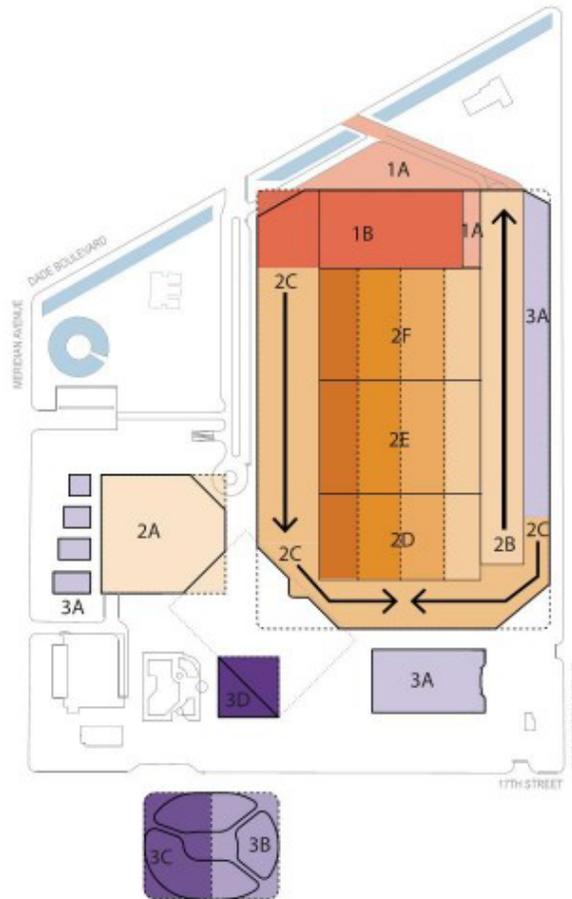
## 6 SHOW MANAGER SUITES



**f. Repair exhibit floor to provide for 350 lbs. per sf load.**

Our phasing plan will update each exhibit hall floor in small sections moving from south to north, after we have added the new permanent Exhibit Hall D to the north. With the addition of the new Hall D we will maintain the 502,000 sf of exhibit space throughout the construction period. All 502,000 sf is contiguous without the need for temporary structures.

## PHASING PLAN



- g. Repair/Improve infrastructure under exhibit halls (plumbing, electrical, and data/telecomm) to Class A standards.**

The infrastructure will be repaired as part of our phasing plan to coincide with the repair to the exhibit hall floor.

- h. Replace exhibit hall air handlers and install new VFD's**

New VFD's will replace the air handlers.

### 5. Existing Meeting Rooms/Pre-Function.

- a. Provide a general renovation of existing meeting spaces and pre-function areas including all finishes (carpet, wall coverings, ceiling, etc.) and fixtures, lighting and lighting controls, sound systems, automatic projector screens, rigging points, etc.**

We will reuse some of the existing meeting rooms and pre-function areas on levels one and two. The existing spaces will all be updated and the center will have a seamless, unidentifiable transition between the

new spaces and the old spaces.

**b. Install floor power in C123-126 and D128-131.**

These rooms are being replaced with new meeting rooms and Junior Ballrooms. Floor power will be designed into the new meeting rooms to meet your requirements.

**6. Existing Support Areas.**

**a. Carpet replacement throughout the facility.**

Carpet will be replaced as part of the seamless transition for a new convention center interior.

**b. Add new restrooms and expand existing to achieve appropriate number of facilities.**

Existing restrooms will be renovated and updated. New restrooms will be added to supplement the existing and provide the appropriate number of fixtures throughout the center.

**c. Upgrade and/or expand kitchen facilities to meet Class A standards.**

A new kitchen will be provided adjacent to the new Grand Ballroom to provide Class A food service for banquets and dinners. It will have its own dedicated loading dock for ease of delivery. A second new kitchen will be provided to serve the Junior Ballrooms and meeting rooms. This kitchen will also have its own dedicated loading dock.

**d. Renovate concession stands.**

Existing concession stands will be renovated. New concessions will be added at Hall D.

**e. Provide for a business center with approximately 1,500 square feet (could be in conjunction with hotel needs).**

A new Business Center will be provided off the new registration area or in the lobby of the adjacent hotel.

**f. Locate engineering shops and their offices in best location given hall reconfiguration.**

We will work with you to define the best possible location for the engineering shops and offices.

**g. Provide the appropriate number of permanent ticket booths on the exterior of the facility. Ideally one for each hall with at least eight (8) windows.**

Ticket booths can be located in the west lobby with direct access to the exterior.

**7. Infrastructure Improvements.**

a.-s. We will comply with items a-s as appropriate to our Master Plan.

**8. Sustainability Improvements – Advise on and implement viable sustainability measures within the facility. This could include but not limited to solar roof panels, rain water collection, natural light, etc. Achieve LEED certification.**

We are proud to have completed 2 LEED Gold Convention Centers and 1 Certified center. Our team is comprised of many LEED Accredited Professionals and practice sustainable design as a basis of responsible design. We are certain of the ability to achieve LEED Certification and will strive to achieve Silver or even Gold for the Miami Beach Convention Center. Here are some potential ideas to discuss: Storm Water Retention and Filtration, Water Cisterns, Solar Panels (we have included these on several of our projects, one included a Power Purchase Agreement with a private provider), Day-lighting (we are providing day-light to the exhibit halls and ballrooms which will reduce lighting especially during set-up and take down and to some Meeting Rooms, High Efficiency Lighting, Light Sensors, Sun Shading, Food Composting, Recycling (construction waste and building waste), Green Roof, Geo Thermal Heat Exchange, Local Materials and many more ideas to explore to reduce the operating costs of the center.

**Building Wellness**

Delos Building Wellness Certification – Master Developer intends to develop the

world's first Delos Wellness Certified Convention Center. Delos divides all aspects of the built-environment into seven major categories, referred to as Concepts: Air, Water, Light, Nourishment, Fitness, Comfort, and Mind. Combining medical research and architectural and engineering advancements into living environments, Delos sets a new standard to living well.

## **9. Technology.**

- a. Add a Distributed Antenna System (cell phones)**
- b. Expand Wi-Fi to the entire facility.**
- c. Add digital read boards throughout facility for meeting rooms, exhibit halls.**
- d. Add exterior digital signage and marquee.**

We will comply with items a.-d. of Technology. These are items to complete the World Class transformation of the Miami Beach Convention Center.

## **10.ADA- Ensure facility is compliant with all ADA requirements including push button door openers.**

As a public assembly facility, we work very diligently to provide compliant ADA designs.

## MEETING ROOMS & AREAS

COUNT	ROOM	AREA (sf)	COUNT	ROOM	AREA (sf)
1	100	3,025	52	214	1,704
2	101	1,803	53	215	1,834
3	102	1,803	54	216	1,834
4	103	1,826	55	217	2,064
5	104	1,816	56	218	10,638
6	105	1,921	57	219	1,177
7	106	1,886	58	220	1,100
8	107	1,886	59	221	1,100
9	108	1,824	60	222	1,434
10	109	1,830	61	223	1,021
11	110	1,861	62	224	971
12	111	1,843	63	225	914
13	112	1,909	64	226	910
14	113	1,872	65	227	909
15	114	1,876	66	228	769
16	115	1,216	67	229	733
17	116	1,107	68	230	1,036
18	117	1,920	69	231	929
19	118	1,142	70	232	929
20	119	1,140	71	233	937
21	120	1,102	72	234	937
22	121	1,283	73	235	20,605
23	122	1,140	74	W200	1,501
24	123	1,139	75	W201	1,198
25	124	1,135	76	W202	1,400
26	125	1,131	77	W203	1,399
27	126	1,290	78	W204	1,203
28	127	1,158	79	W205	1,501
29	128	1,158	80	W206	1,125
30	129	1,253	81	W207	1,465
31	130	1,167	82	W208	1,465
32	131	1,168	83	W209	1,465
33	132	1,221	84	W210	1,465
34	133	1,099	85	W211	1,461
35	134	1,142	86	W212	1,469
36	135	1,559	87	W213	1,465
37	W100	60,000	88	300	2,639
38	200	1,876	89	301	1,291
39	201	1,876	90	302	1,021
40	202	2,013	91	303	1,000
41	203	1,861	92	304	1,073
42	204	1,944	93	305	1,087
43	205	1,947	94	306	1,008
44	206	1,834	95	307	1,040
45	207	1,865	96	308	965
46	208	1,845	97	309	1,478
47	209	1,913	98	310	1,387
48	210	1,880	99	311	20,054
49	211	1,880	100	312	1,288
50	212	1,145	101	313	1,129
51	213	1,189	102	314	1,141
<b>Total</b>			<b>251,387</b>		

# Exhibit 3 Cont.

## MEETING ROOM DIVISION FOR BALLROOMS

( Divisions included in Room Count Tabulations)

BALLROOM	DIVISION	AREA
W101	A	10,000
W101	B	10,000
W101	C	20,000
W101	D	20,000
W101	TOTAL	60,000

218	A	1,293
218	B	1,328
218	C	3,103
218	D	4,911
218	TOTAL	10,635

235	A	3,370
235	B	3,456
235	C	6,834
235	D	6,760
235	TOTAL	20,420

311	A	3,385
311	B	3,305
311	C	6,710
311	D	6,655
311	TOTAL	20,055

## MEETING ROOM TOTALS

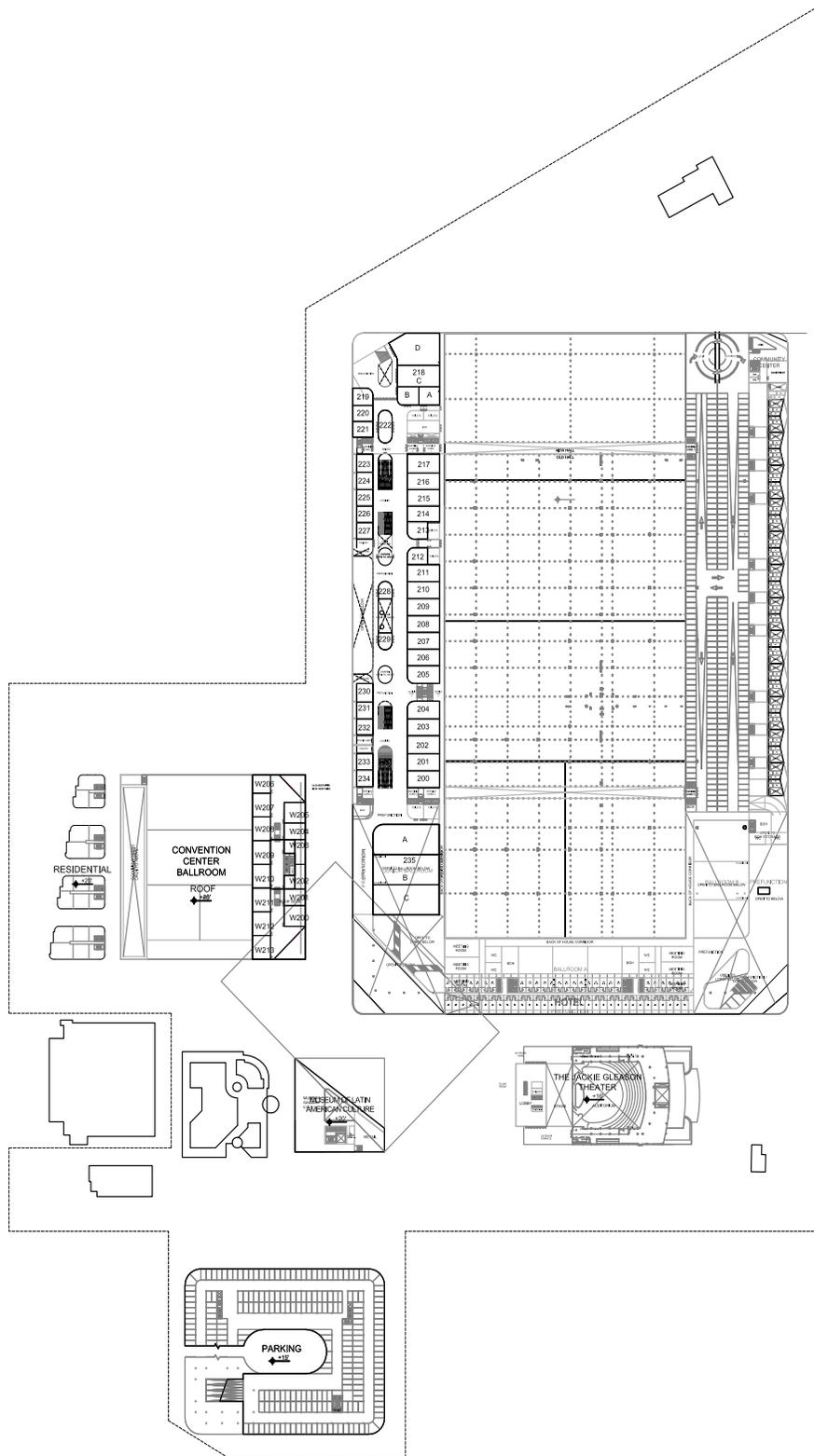
LEVEL	AREA OF MEEETING ROOMS (sf)	ROOM COUNT
1	114,651	41
2	99,135	58
3	37,601	19
TOTAL	251,387	118

## EXHIBIT HALLS

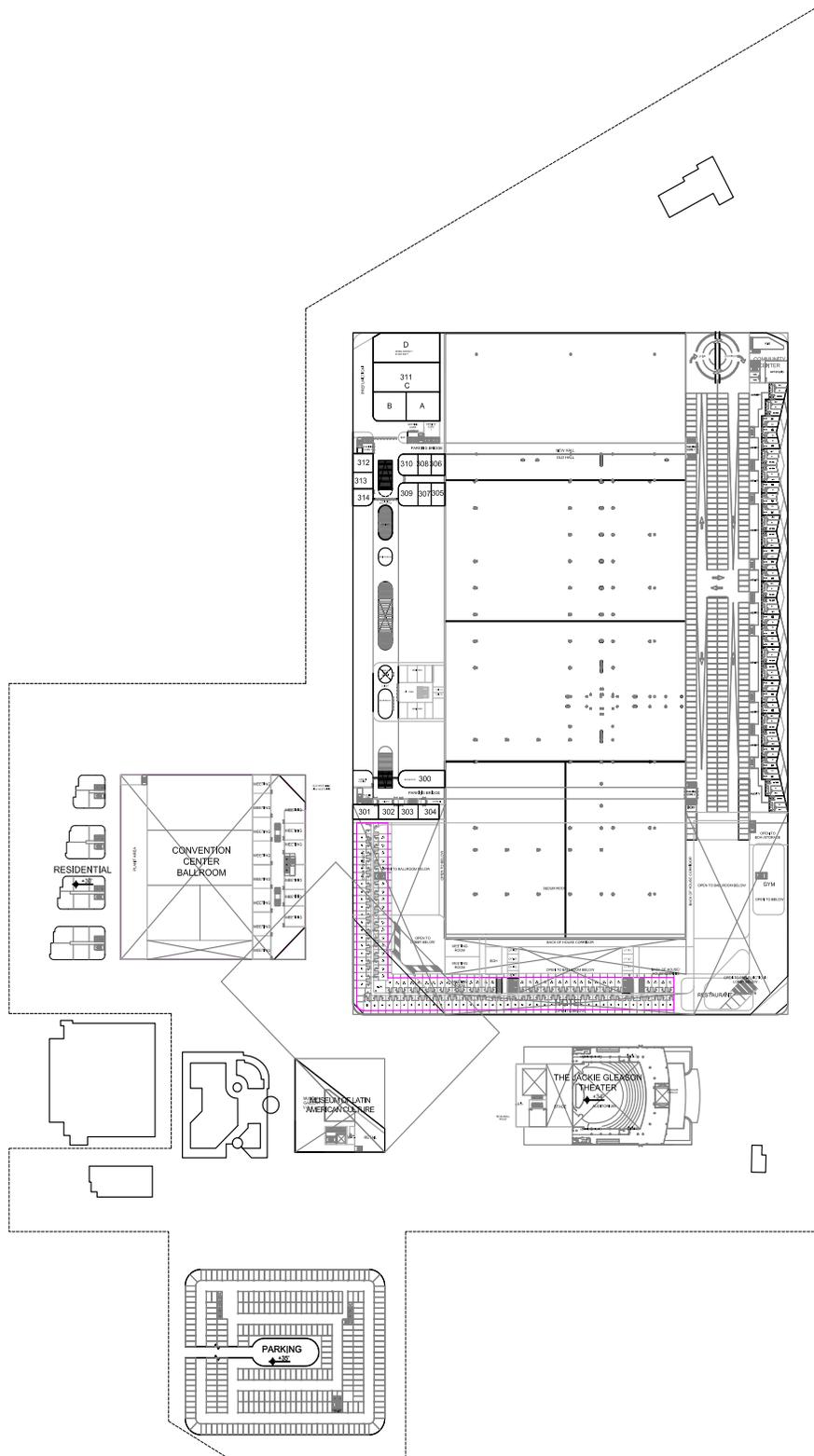
( NOT included in Room Count Tabulations)

HALL	AREA
A1	73,629
A2	73,629
B	116,535
C	116,882
D	121,914
TOTAL	502,589





MEETING ROOMS: 67,892 SF  
BALLROOMS: 31,243 SF



MEETING ROOMS: 17,547 SF  
BALLROOMS: 20,054 SF

## HOTEL PROGRAM

### Total Areas

A Guest Room Floors	428,047
B Public Areas	12,385
C Restaurants & Bars (Net)	20,900
D Total Meeting & Function Space	111,265
E Recreational	16,119
F Admin Offices (Public access)	8,075
G Back of House / Service Support Areas	72,582
H Plant & Equipment	42,627
<b>Total</b>	<b>712,000</b>
Total Keys	800
Total GFA / Key	890
Guestroom GFA / Key	535
Total Function Space Per Key	139
Net Function Space Per Key	87

### Room Mix - Net Guestroom Space

	# Units	Avg Net SF	Total SF
Typical King Rooms	440	351	154,465
Double Queen Rooms	300	376	112,817
Two Bay Suites	36	701	25,238
Multi-Bay Villas	24	1226	29,425
<b>Total</b>			<b>321,945</b>

### Food & Beverage Outlets

	# Seats	Total SF
Full-Day Dining	280	5,992
Specialty Restaurant	150	4,815
Buffet		350
Café/Grab & Go		1,055
Lobby Bar	160	3,200
Rooftop Bar	150	2,889
F&B Support		16,766
Kitchens		16,201
<b>Total</b>		<b>51,268</b>

### Meeting & Function Space

	Total SF
Ballroom A	30,000
Ballroom B	20,000
Meeting Rooms Type A	9,600
Meeting Rooms Type B	6,400
Board Room A	2,400
Board Room B	1,500
Ballroom/Meeting Room Prefunction	23,100
Board Rooms Prefunction	1,365
Storage	10,485

# Exhibit 4 Cont.

Business Center	770
Other	5,645
<b>Total Rentable</b>	<b>69,900</b>
<b>Total Rentable Per Key</b>	<b>87</b>
Tota Meeting & Function Space	111,265
Tota Meeting & Function Space Per Key	139

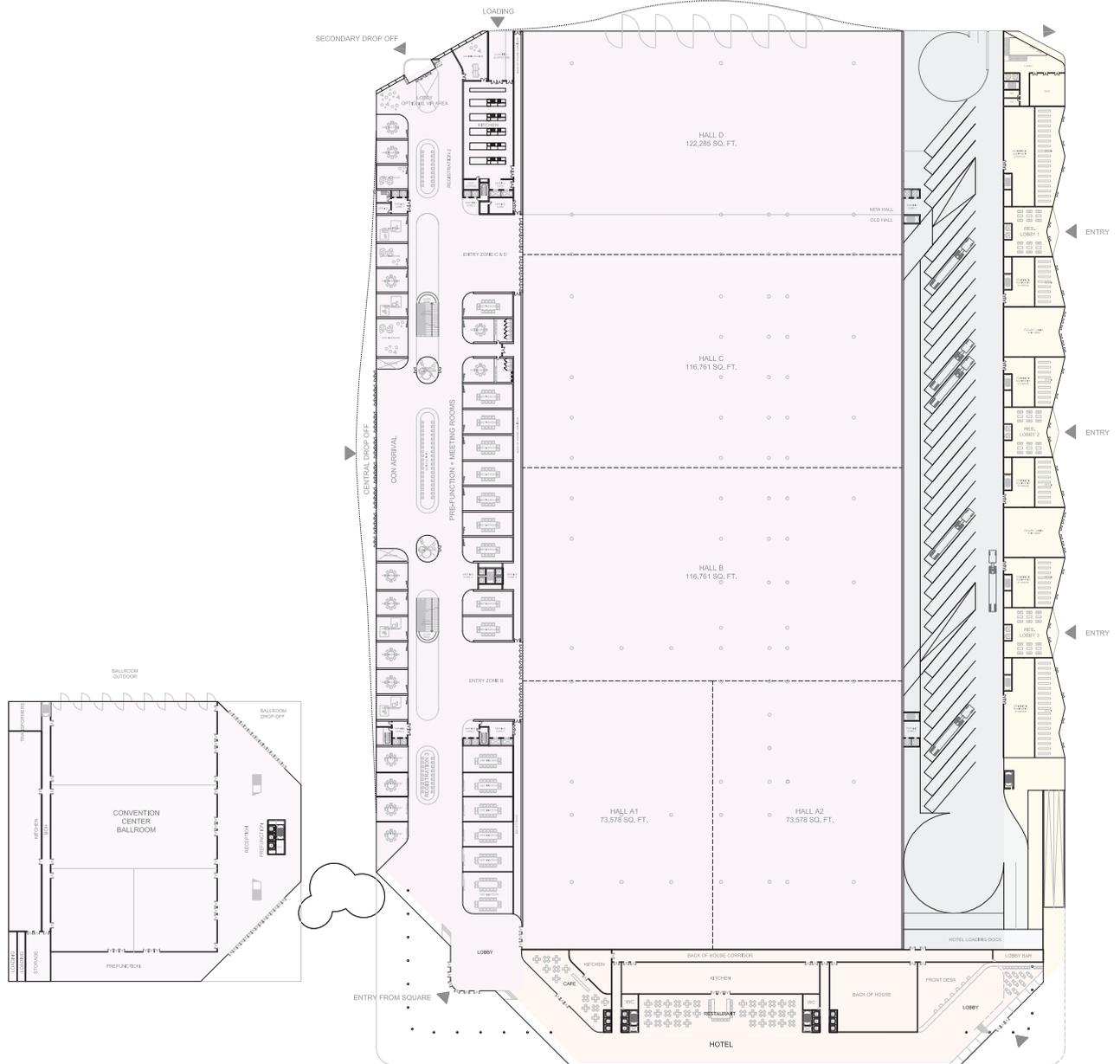
## Recreation

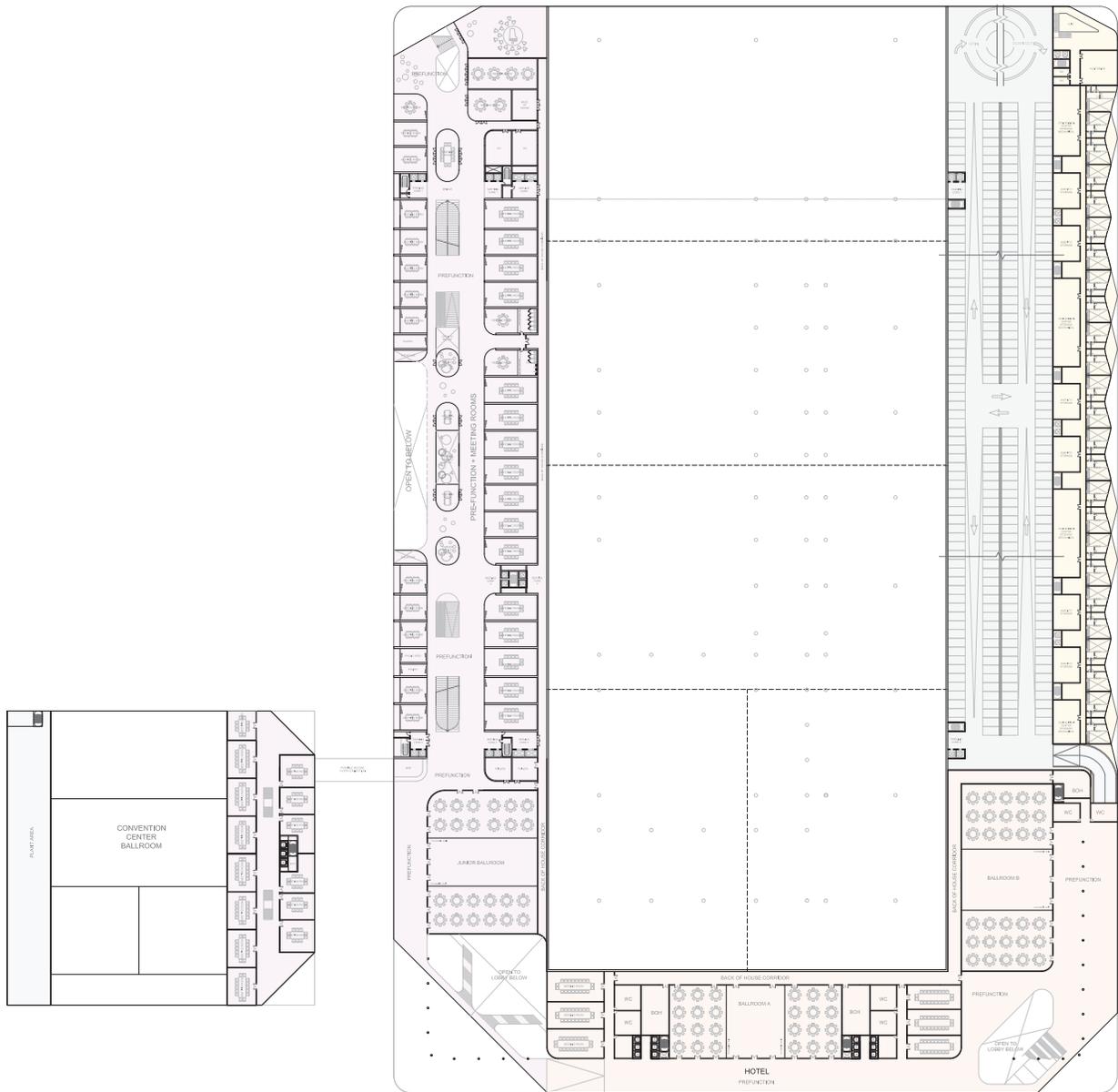
Fitness Center/Gym	3538
Aerobic Studio	700
Spa	10300
Other	1581
<b>Total</b>	<b>16,119</b>

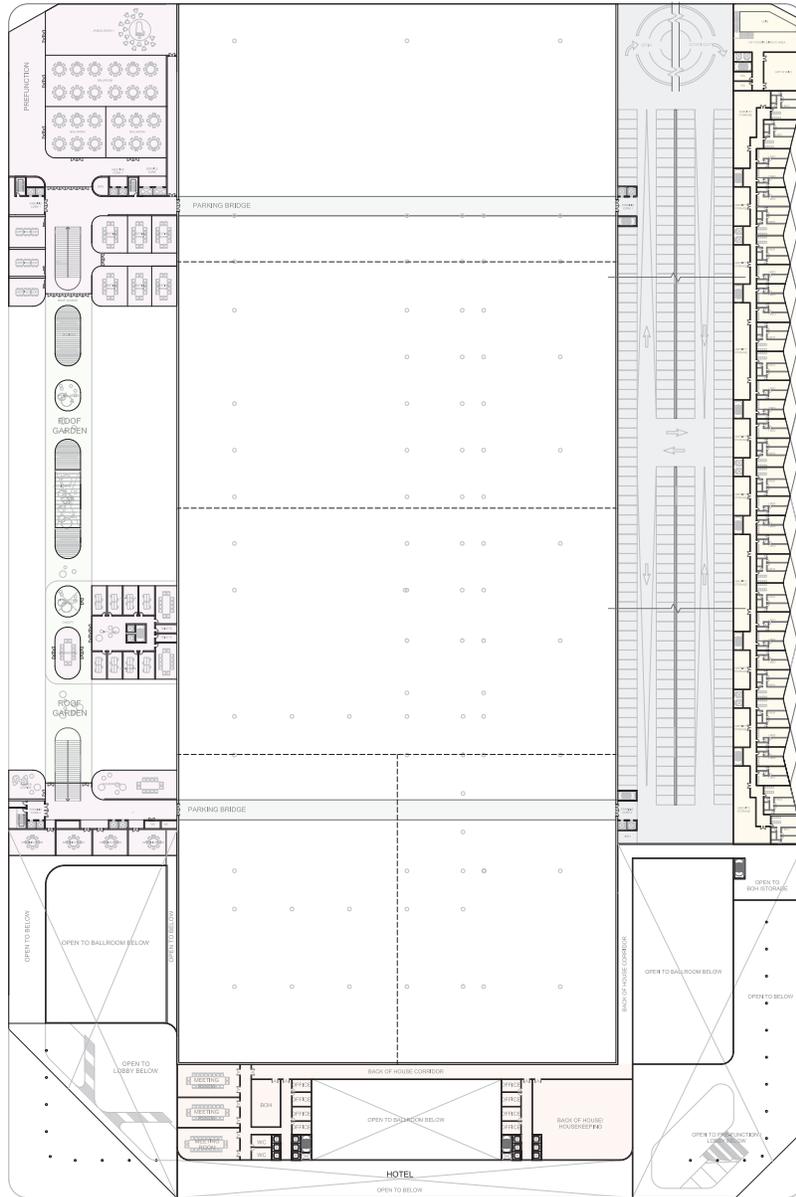
## Other Admin, Back of House, Plant & Equipment

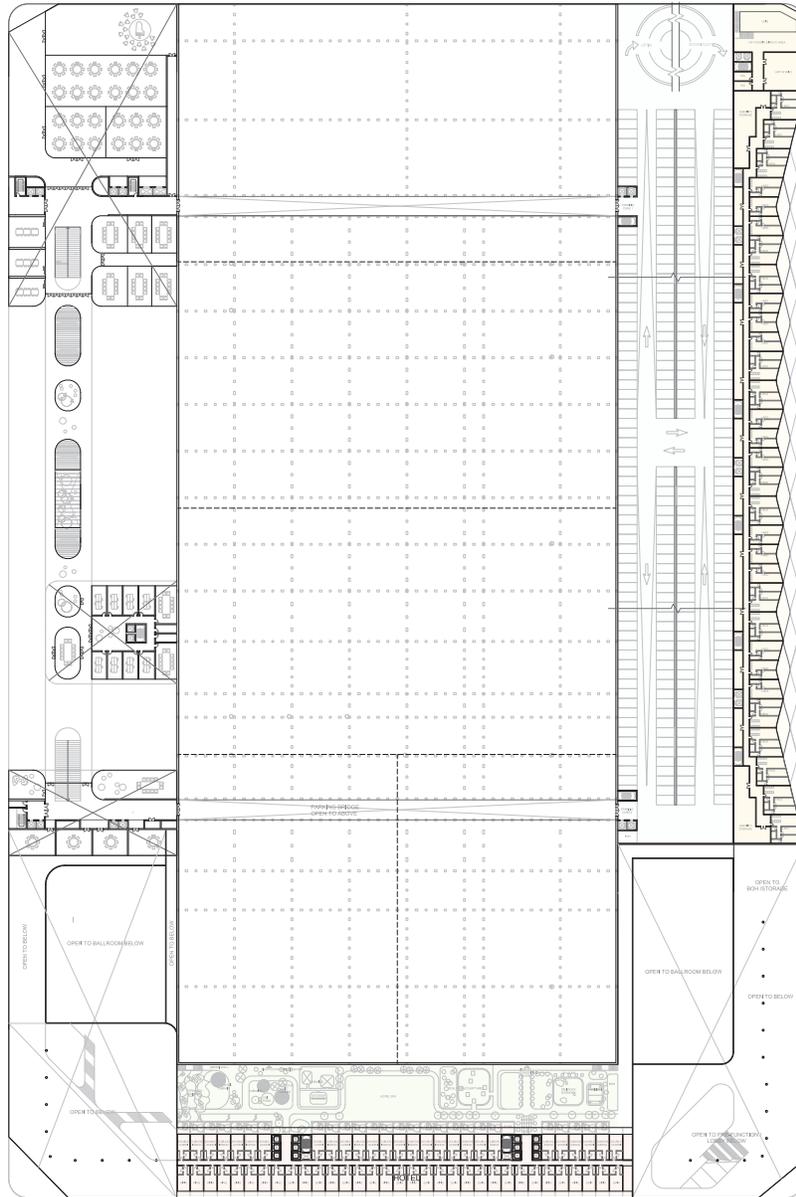
<b>Total</b>	<b>211,403</b>
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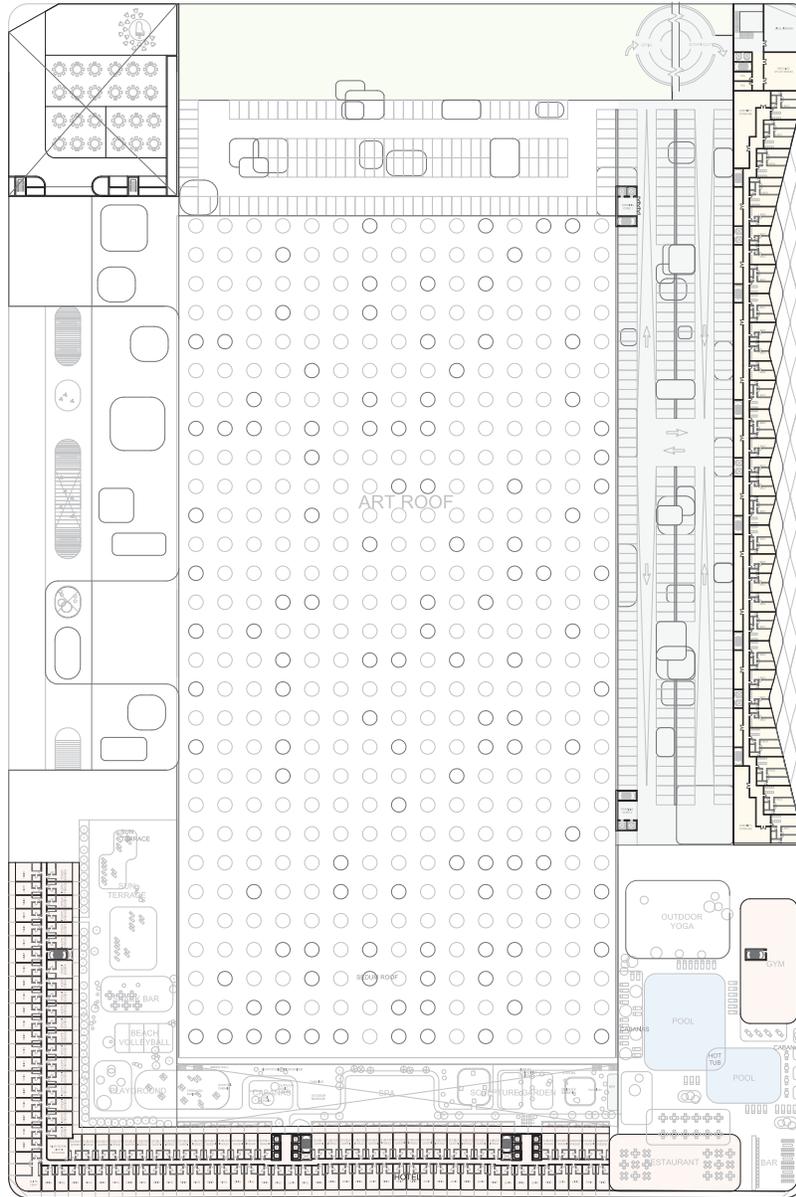
<b>Grand Total</b>	<b>712,000</b>
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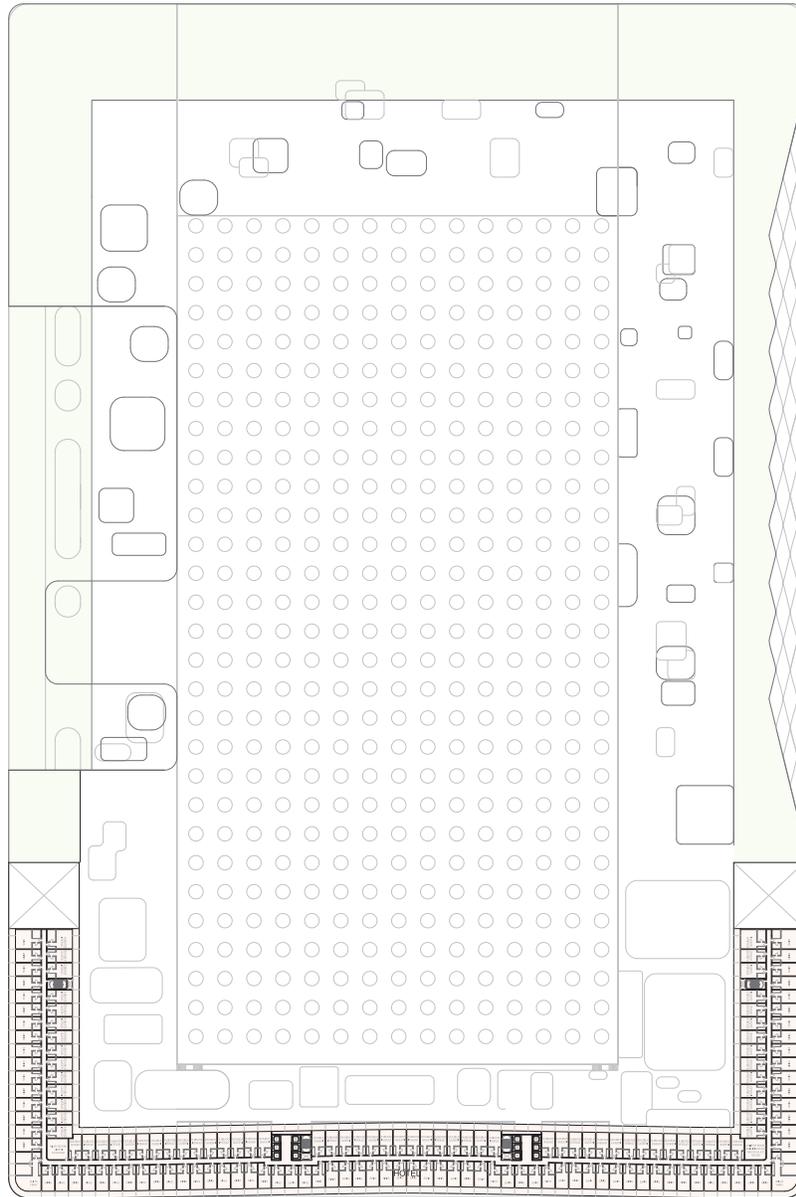


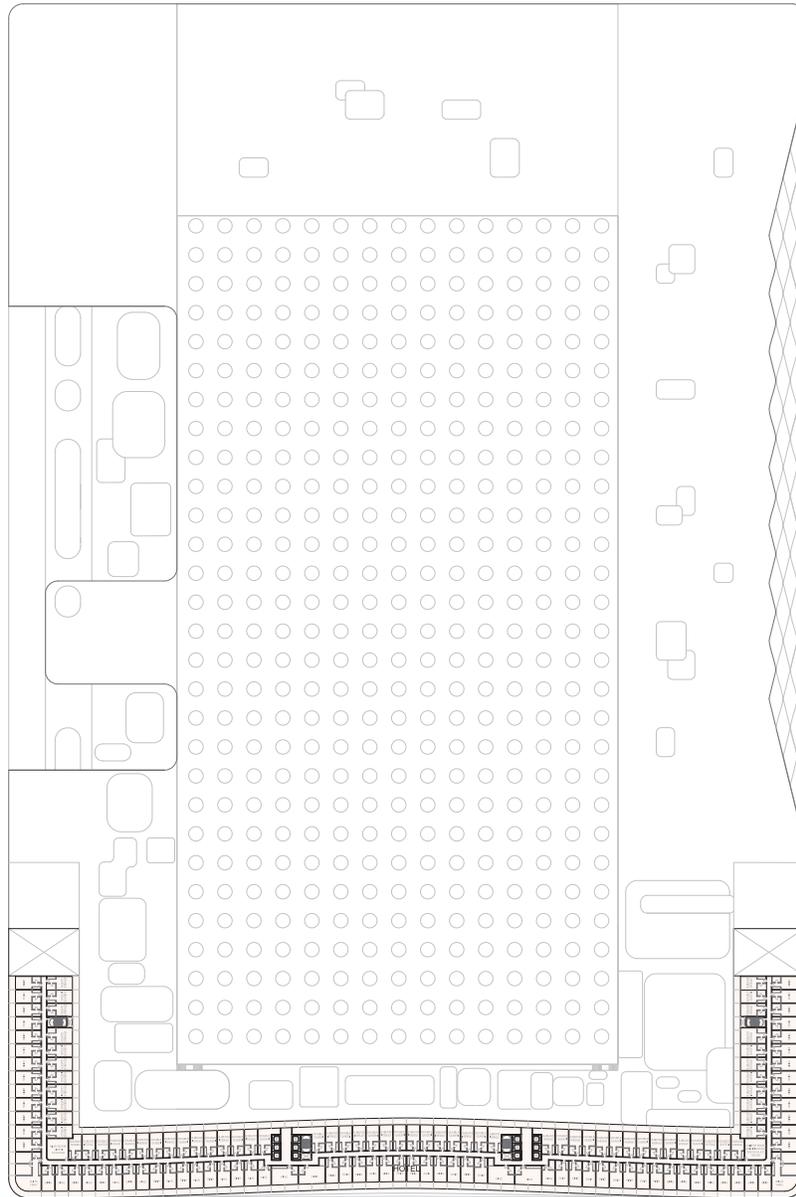


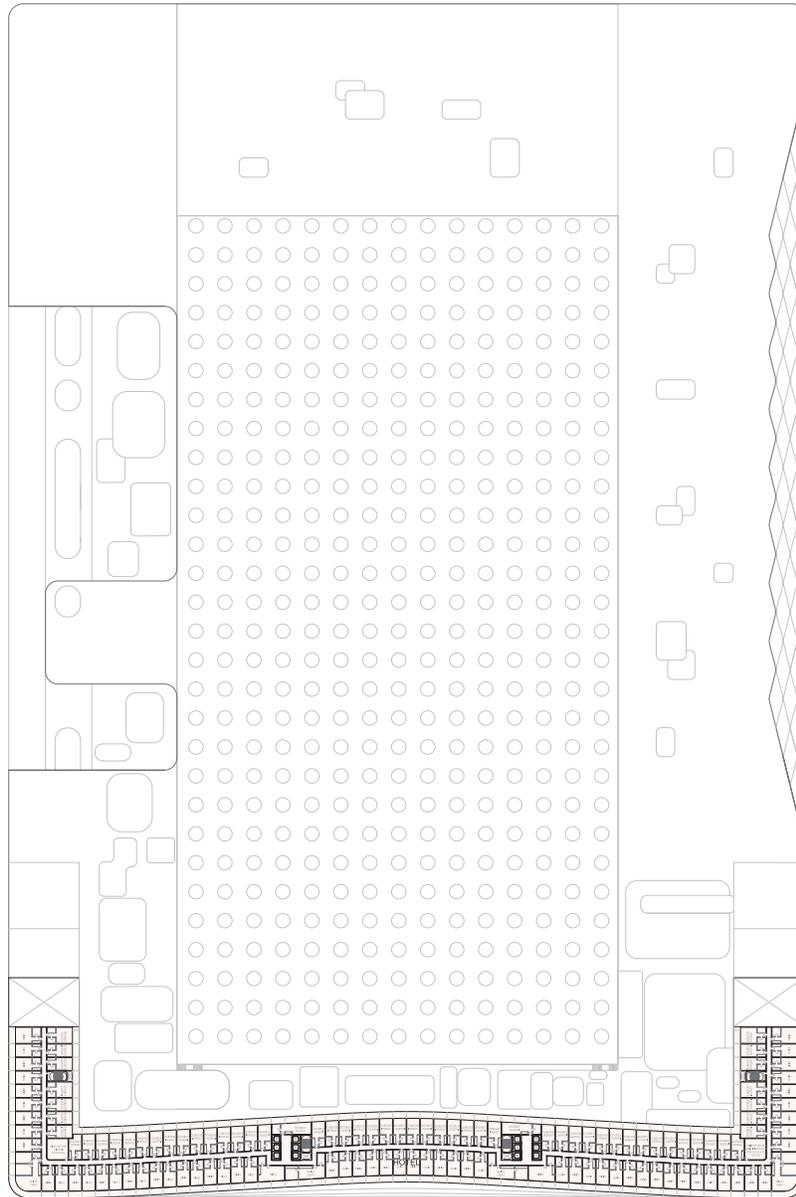


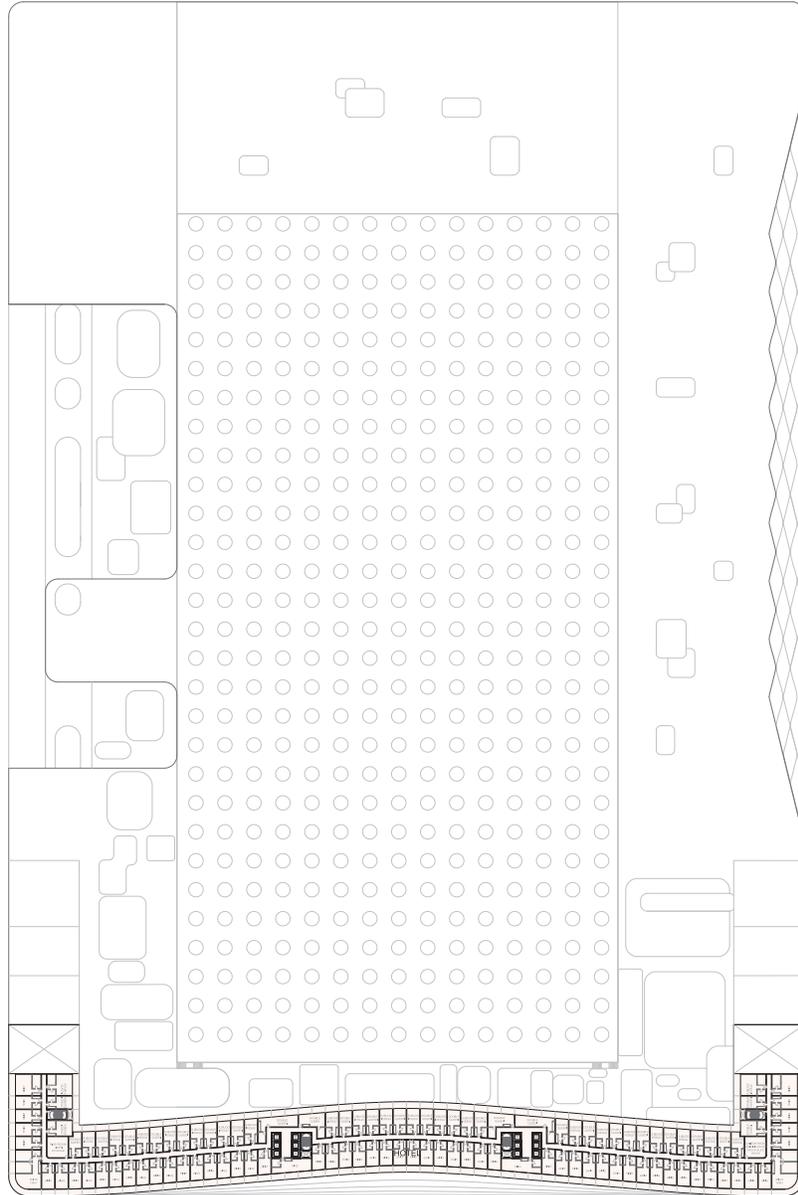


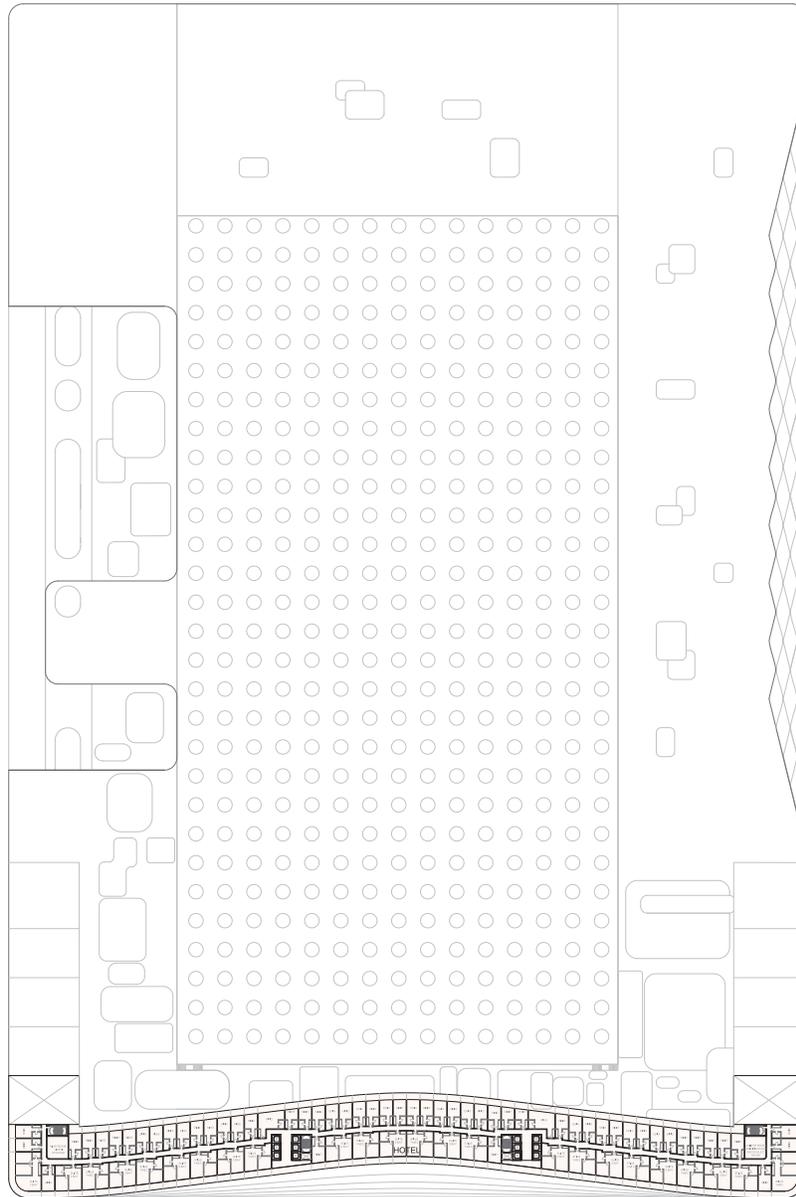


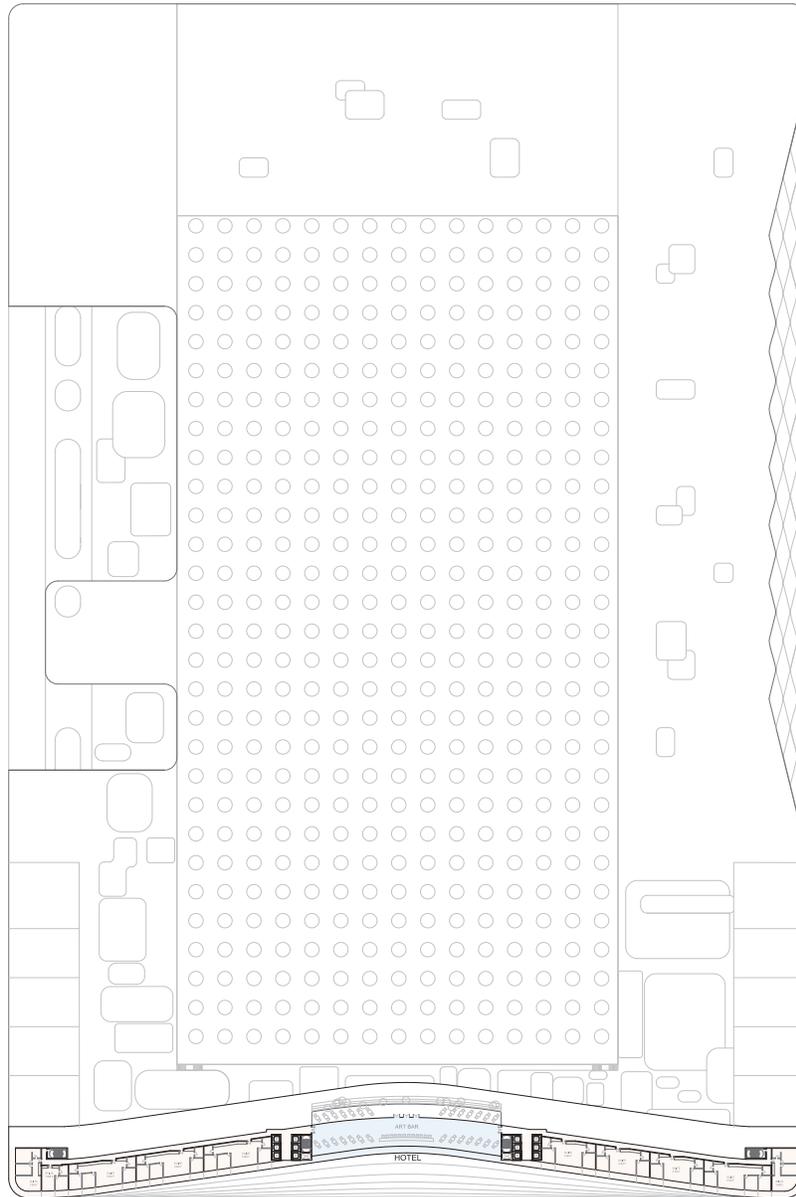






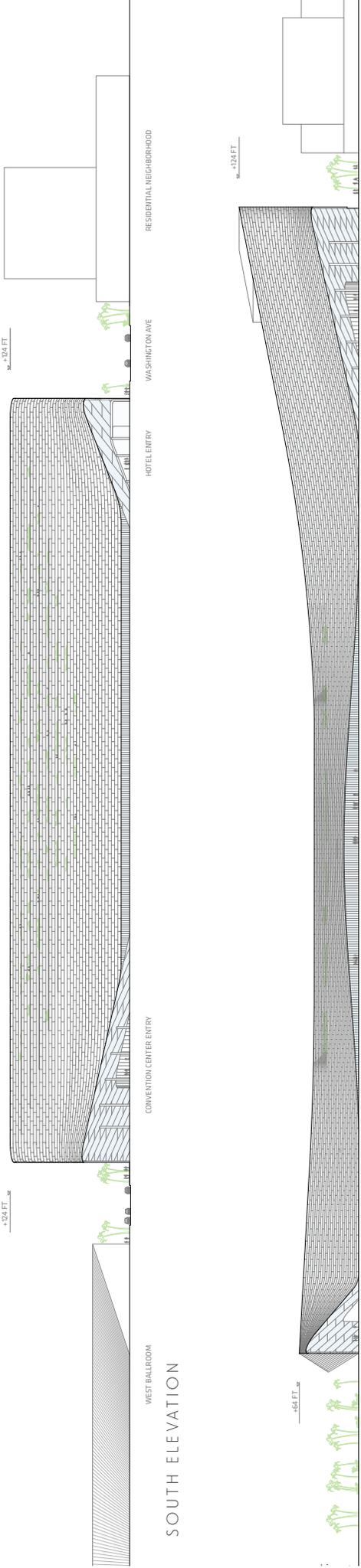






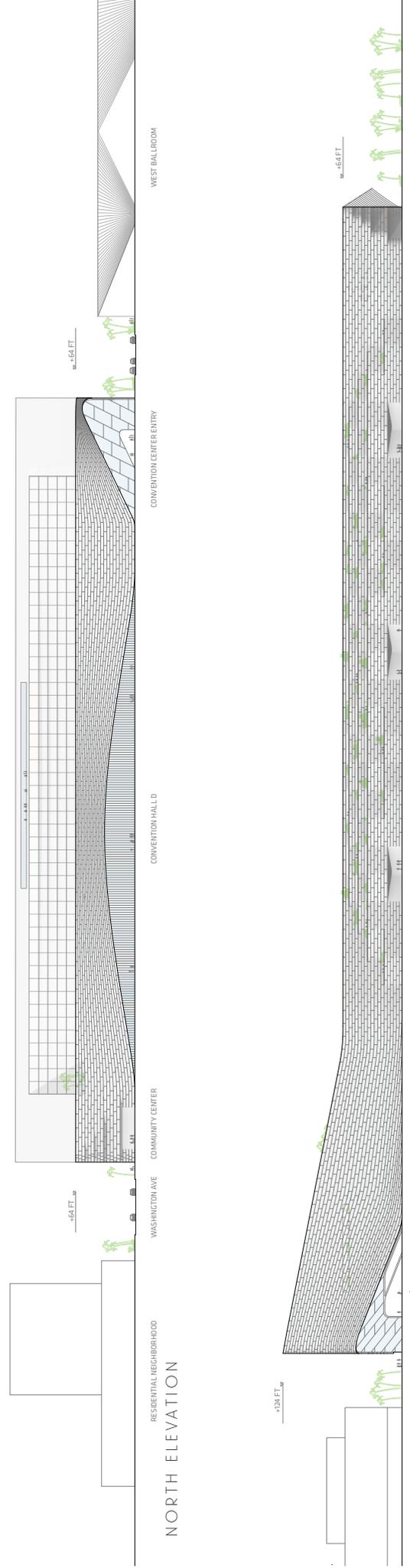
# Exhibit 5 Cont.

ELEVATIONS  
1" = 100' TABLOID



SOUTH ELEVATION

WEST ELEVATION



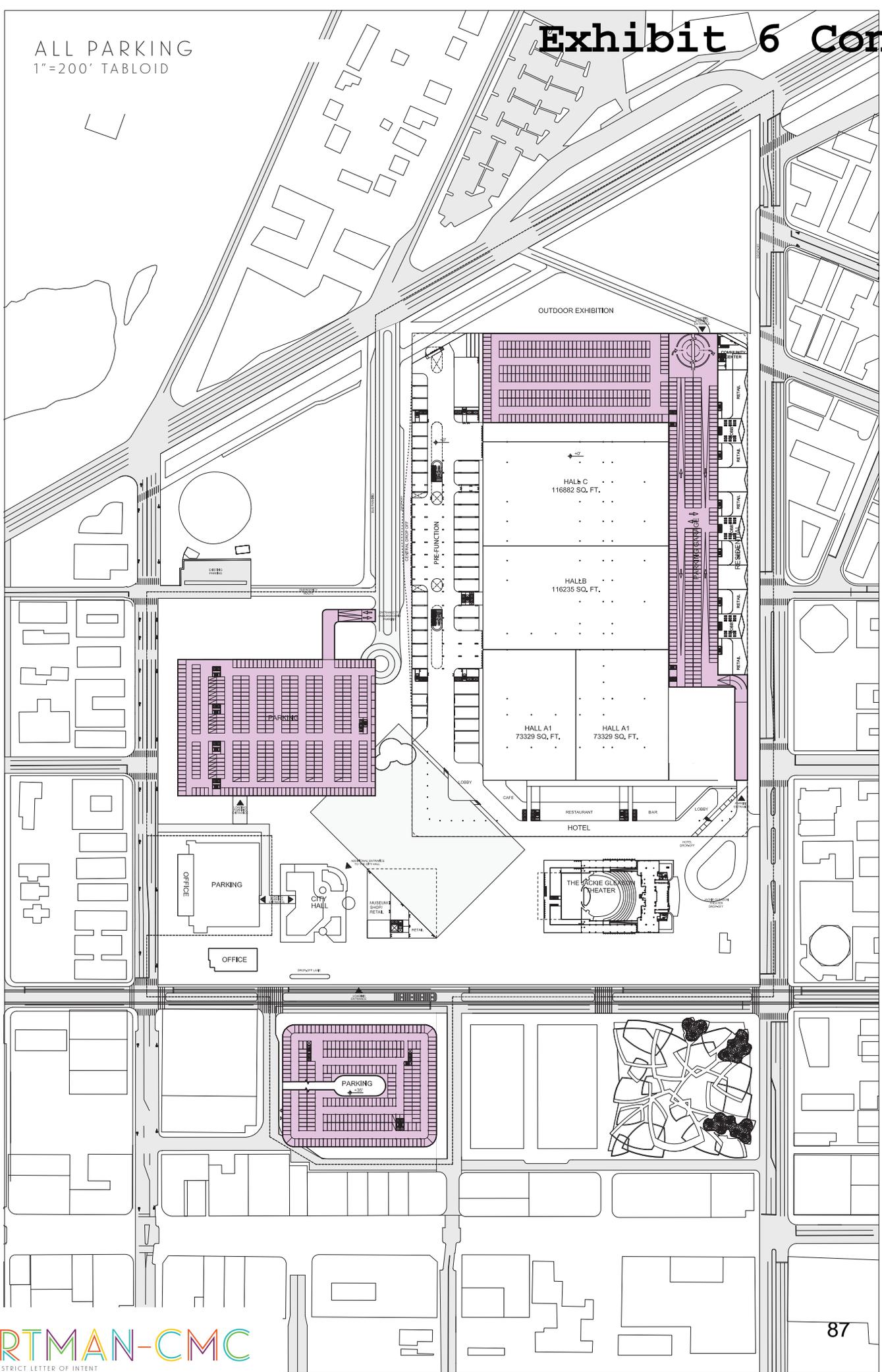
NORTH ELEVATION

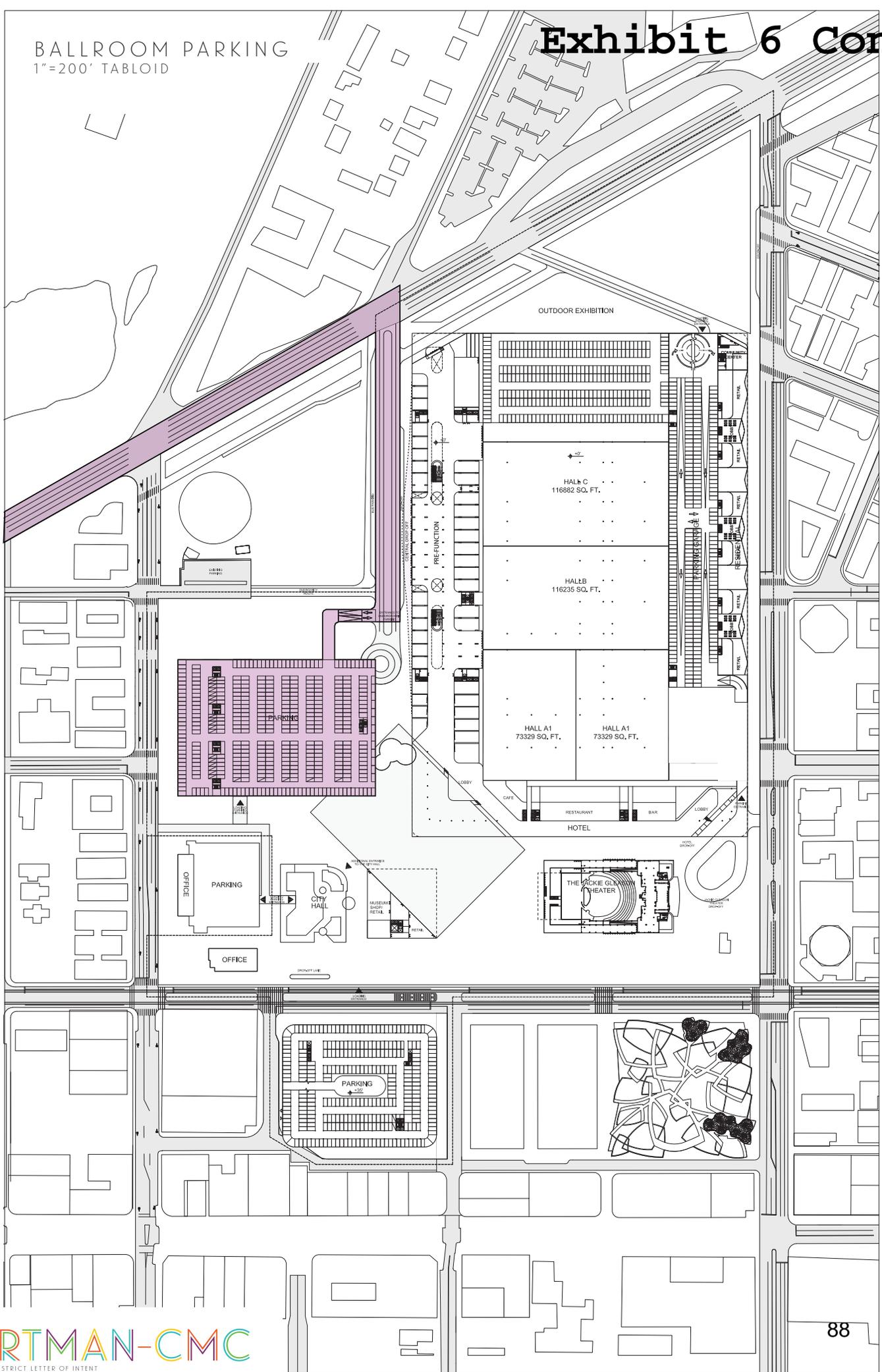
EAST ELEVATION

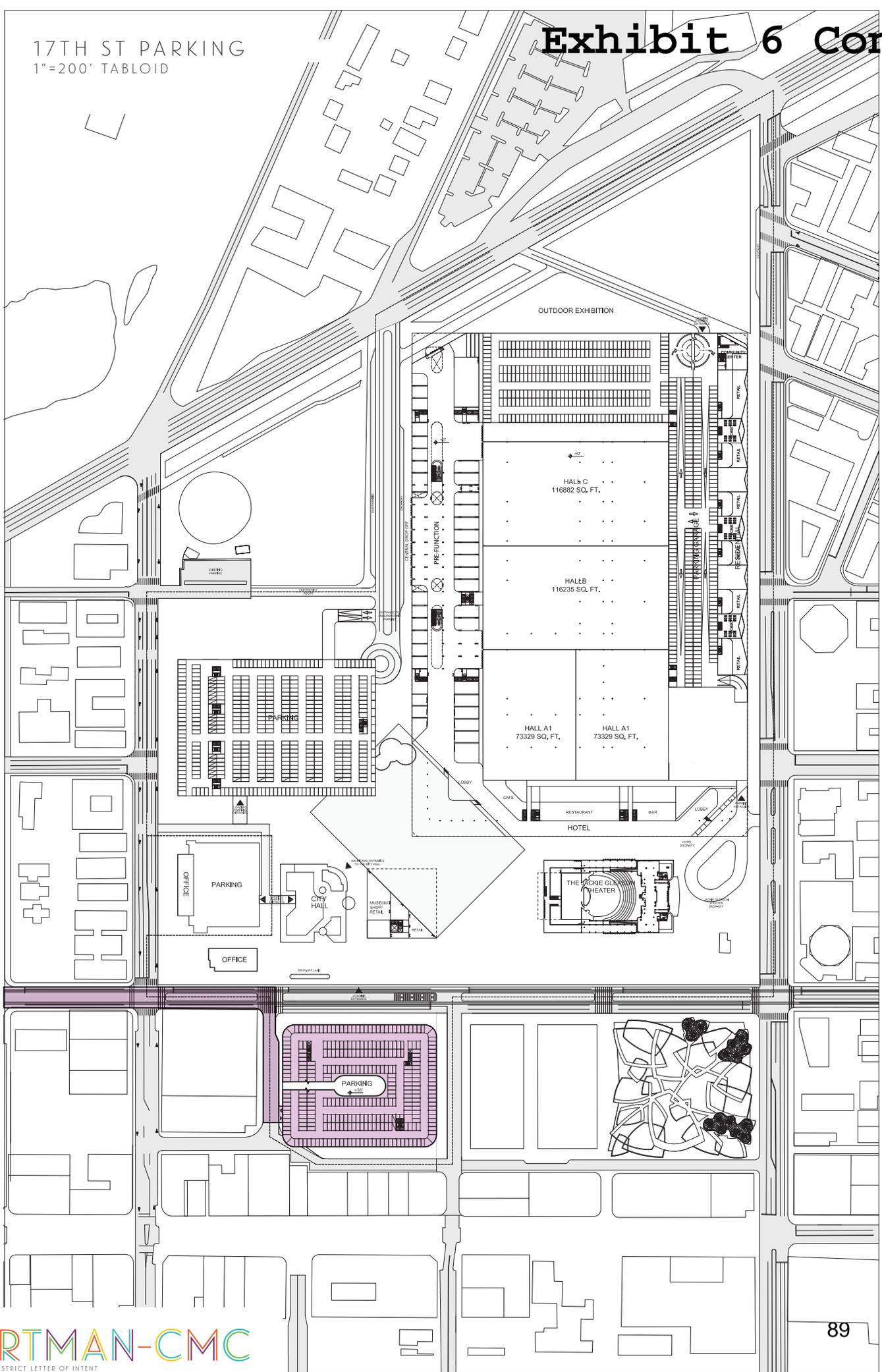
	Relacement Parking	Hotel	Retail	Residential	Total
<b>Parking - Per Code and City Direction</b>					
Hotel	-	1,090	-	-	1,090
Retail	-	-	201	-	201
Residential	-	-	-	495	495
Total Code Required	-	1,090	201	495	1,785
Replacement Parking	2,490	-	-	-	2,490
Total Code and Replacement Parking	2,490	1,090	201	495	4,275
Shared Use Impact Reduction	-	(436)	(45)	-	(481)
<b>Total Stalls</b>	<b>2,490</b>	<b>654</b>	<b>156</b>	<b>495</b>	<b>3,794</b>

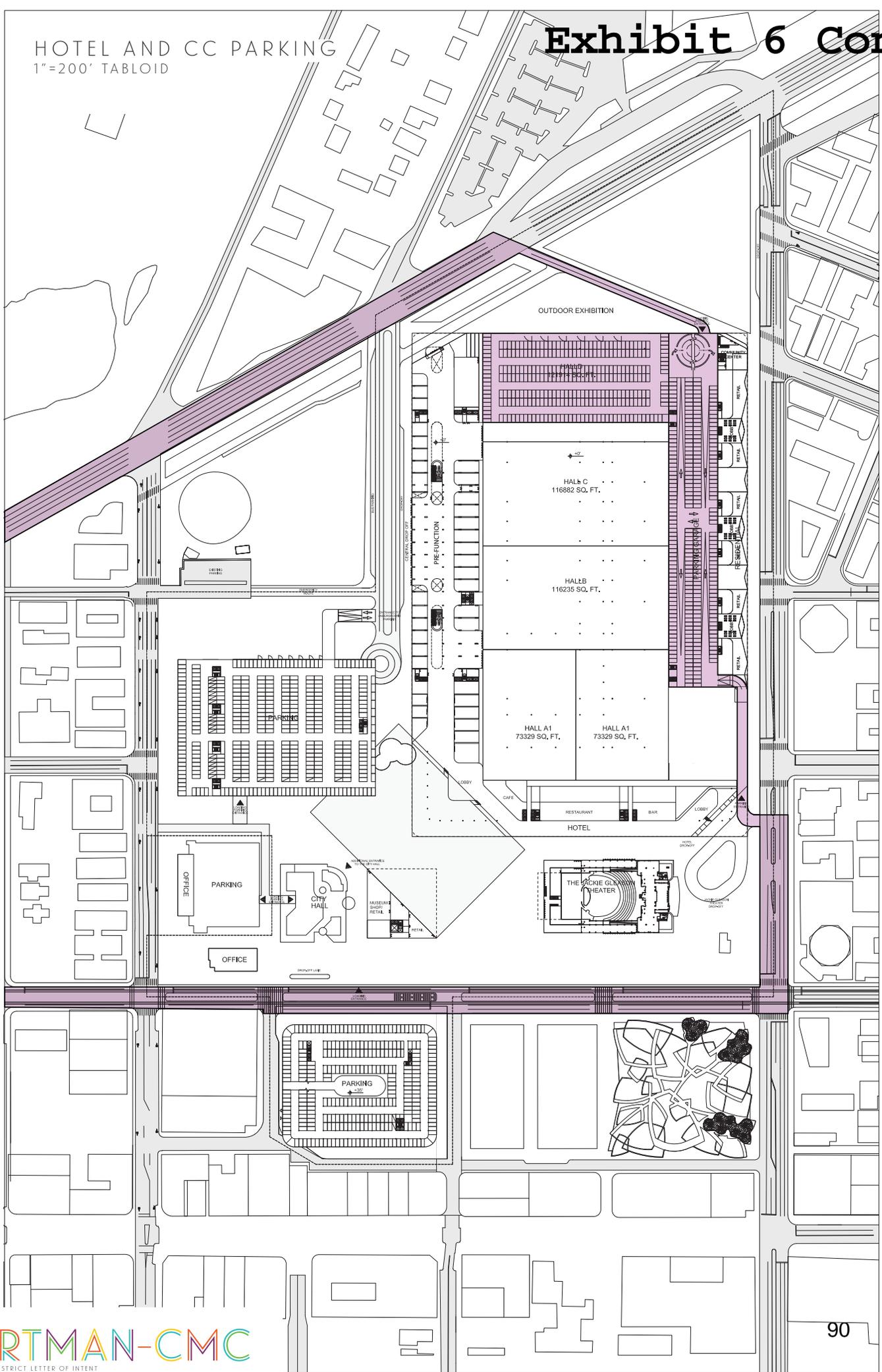
ALL PARKING  
1"=200' TABLOID

# Exhibit 6 Cont.









## TRANSPORTATION

The redevelopment of the 52-acre Convention Center district is an exciting opportunity for Miami Beach. This type of growth and activity is crucial to the long-term success of the region; however, as more businesses and visitors are attracted to Miami Beach, existing traffic and transportation issues to accommodate increasing demand need to be addressed.

Building our way out of congestion isn't effective or feasible in an urban environment. Rather, a multi-modal approach is needed to improve the City of Miami Beach's transportation system. The traffic and transportation issues for Miami Beach are complex and will take a comprehensive approach to managing them. Moreover, a system centered on creating connectivity is essential since it will help keep people out of their cars once arriving to the area.

## TRANSIT

Miami Beach is faced with a unique challenge: essentially the only way to get to Miami Beach from the mainland is by automobile. The cities of Miami Beach and Miami are considering the implementation of a rail system to connect the mainland to Miami Beach. This would provide an excellent, long-term solution of giving people a non-auto option to travel to/from Miami Beach. A transit stop adjacent to the site on 17<sup>th</sup> Street has been incorporated into the Portman-CMC master plan.



The South Beach Local, the local transit circulator, also has potential for better ridership. This can occur by incorporating shorter headways, smart technology for real-time route information, and possibly becoming fare-free. If people are going to leave their cars behind once they are on Miami Beach, a top-notch, user-friendly local circulator is crucial.



## WALKING AND BIKING

Another key aspect of keeping visitors out of their cars is creating an environment that is pedestrian and bike-friendly. By introducing landscaping and shading to connect key attractions such as SoundScape Park, the Holocaust Memorial, the Botanical Gardens and Lincoln Road, these areas will instantly become more walkable. Biking will also be made a better option for businesses, visitors, and residents, by adding amenities like covered biking racks and locker rooms.

## TRANSPORTATION MANAGEMENT PLAN

Large events at the Miami Beach Convention Center (MBCC) district create a need to plan for ways to move vehicles in and out of the area more efficiently. A Transportation Management Plan (TMP) will help address this challenge by effectively and safely managing vehicular and pedestrian movements during events, providing patrons with a positive transportation experience. Components of a TMP may include:

- police control at intersections

- temporary street modifications
- special event signal timing plans
- surface street directional signage
- parking/valet directional signage
- bus/taxi/limo staging areas
- pedestrian management
- smart parking technology
- public information program

Developing a TMP is comprehensive and involves many groups and organizations, including city police, city fire, city planning and public works, FDOT, Miami-Dade County, and other stakeholders. DPAs experience in developing the AmericanAirlines Arena TMP for the Miami HEAT will serve as a template for the MBCC district. The TMP will be developed for different size events at the convention center; the most comprehensive plans will be for large-scale events like Art Basel.

## PARKING

New parking areas will be introduced to the site. These areas have been planned for different locations within the property. It is critical that parking opportunities are spread throughout the site so that traffic is not concentrated in one area.

“Smart” parking has come to the forefront of the parking industry and has been implemented throughout the country in places like New York City, Pittsburgh, San Francisco, Indianapolis, and many other places. Smart parking:

- gets drivers to their destination without searching for parking
- gives real-time data for parking availability
- provides routes to parking areas
- simplifies parking payment
- provides parking costs



This is important because studies have shown that up to 30% of traffic congestion in urban areas is caused by motorists searching for parking. Smart parking technologies would help get drivers to their destination without searching for parking, providing them with real-time data for parking availability via the Internet, smart phone apps, and/or street signage.

## RESIDENTIAL STREET PROTECTION

Protecting residential streets from traffic intrusion is critical. There are 14 homeowners associations within the MBCC district area. These neighborhoods need to be protected from unnecessary congestion, cut-through traffic, and speeding. Traffic calming strategies and devices must be put in place to protect the livability of these residential communities. For example, the northbound approach of Convention Center Drive at Dade Boulevard could be modified to only allow eastbound and westbound turns. This modification would protect Prairie Avenue and the residential areas to the north from cut-through traffic.

## TRAFFIC STUDY

The expansion of the MBCC is anticipated to affect traffic conditions on the adjacent roadway network. To measure the extent of the impacts, a traffic analysis was conducted to evaluate the existing conditions of nine intersections and how the traffic generated by the project will affect them.

The Portman-CMC redevelopment master plan includes the expansion of the existing exhibition area and the preservation of the existing theater, as well as the addition of a hotel with restaurants and ballroom areas, residential units, retail space, and cultural facilities. Project trips were estimated for the new development using the Institute of Transportation Engineer's (ITE) Trip Generation Manual 9<sup>th</sup> Edition, which does not provide trip generation rates for a Convention Center use. Therefore, the trip generation for the expansion of the Convention Center component was estimated based on an average event attendance and an average auto occupancy rate.

Since the project is a multi-use development, some of the project trips are satisfied (internally) within the site. For example, hotel guests can satisfy their dining or shopping needs within or near the site thus reducing the number of vehicular trips. The project also proposes a multi-modal approach by enhancing the pedestrian and bicyclist experience and improving the transit conditions in the area. Therefore, future project trips will be accomplished by using other modes instead of passenger vehicles.

The trips were distributed and assigned to the roadway network based on the transportation model used in the Miami Urban Area Transportation Study, as well as existing traffic patterns on the MacArthur, Venetian, and Julia Tuttle Causeways. Next, Highway Capacity Software (HCS+) was used to perform the intersection capacity analysis to determine the Level of Service (LOS) for the existing and proposed conditions. The LOS is a qualitative assessment of the intersection operation conditions and is represented by the letters A through F, where A is no congestion and F is the most congested conditions. The intersections studied all meet the City's adopted LOS standard for the future conditions with the project.

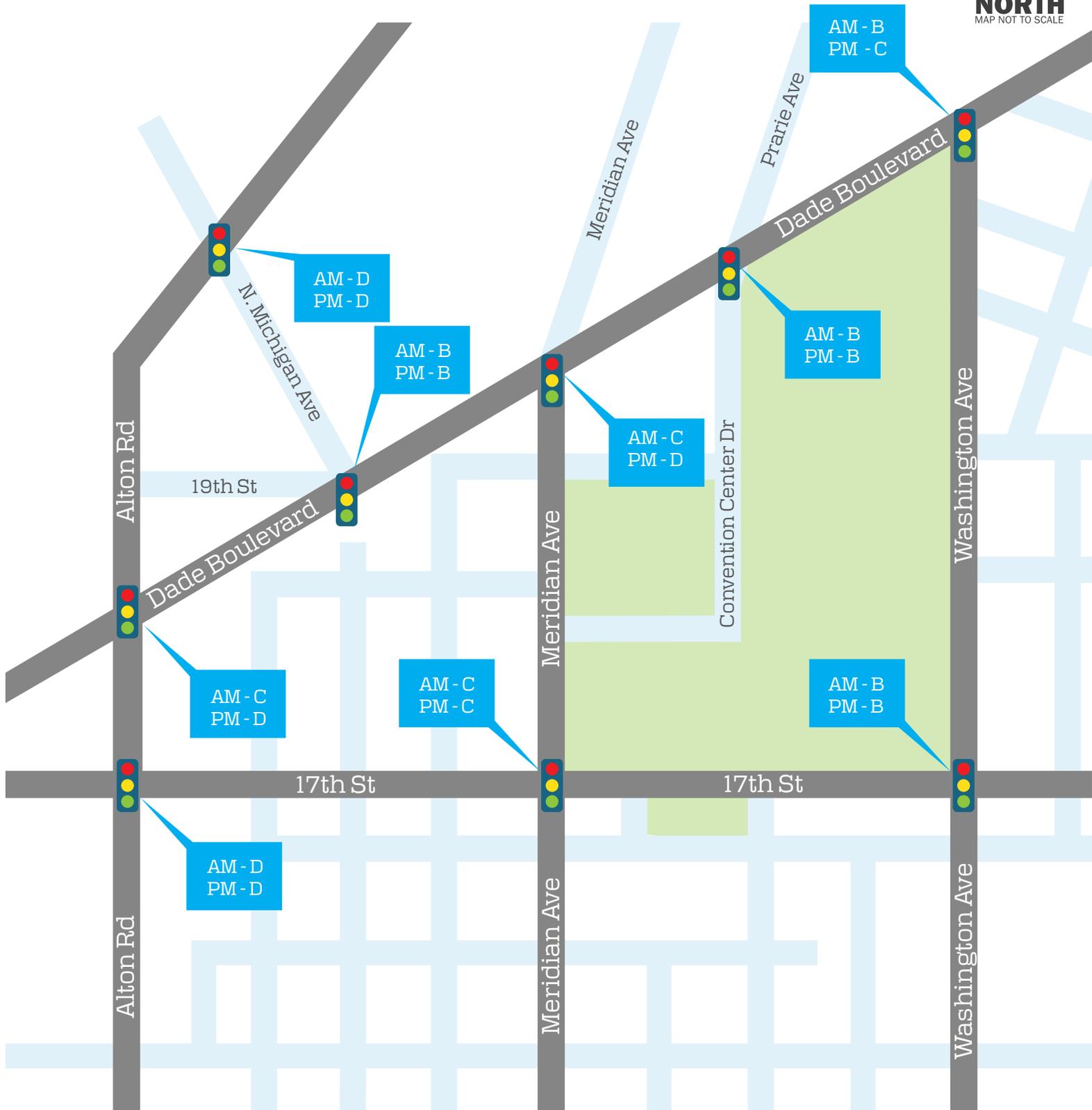
The project trip distribution, levels of service analyses, and site access and circulation are shown in attached exhibits.



## MIAMI BEACH CONVENTION CENTER

Project Trip Distribution

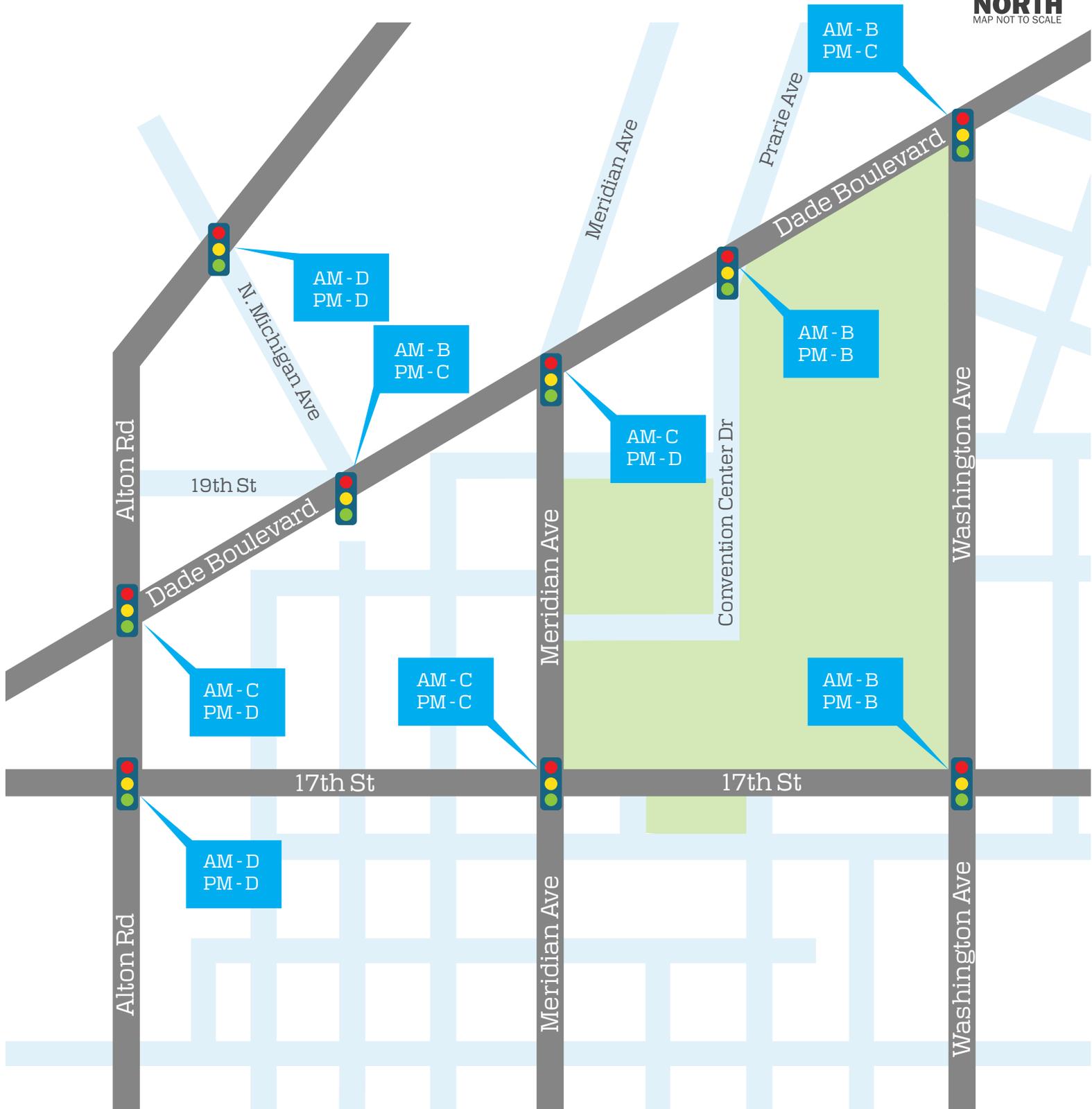
# Exhibit 7A Cont.



## MIAMI BEACH CONVENTION CENTER

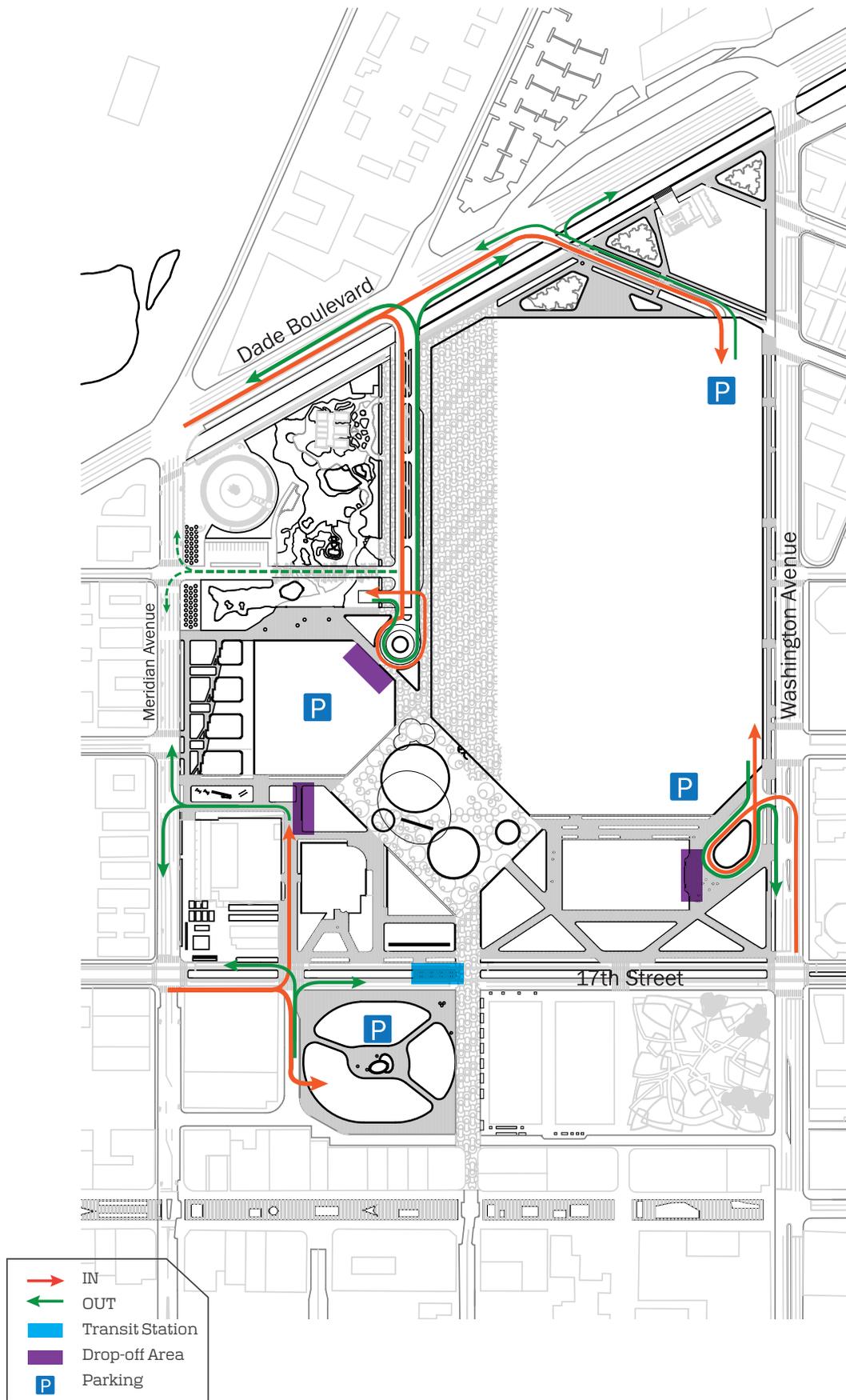
Existing - Level of Service

# Exhibit 7A Cont.



## MIAMI BEACH CONVENTION CENTER

Future with Project - Level of Service



## MIAMI BEACH CONVENTION CENTER

Access and Circulation



## INTRODUCTION

Space Syntax is a London-based consultancy providing services in spatial planning, transport and property development. Combining extensive global experience with robust and sophisticated technologies, Space Syntax forecasts the impact of design decisions on the interaction of people with their built environment.

Space Syntax constructed a Spatial Accessibility Model of the site and its urban setting. This model measures the ease of access to and through the site, which helps evaluate the network of existing and future pedestrian linkages. In this study, the Spatial Accessibility Model serves as an integrated framework for the combined analysis of pedestrian access, land use strategy and parking provision.

This approach enables the team to address the following key questions:

- How is the site embedded in the public realm network of the surrounding city?
- How is the proposed scheme likely to be accessed and used?
- What are the potential impacts of the proposed scheme on pedestrian movement patterns in the local area?

## SPACE SYNTAX ACCESSIBILITY MODELLING

Space Syntax software calculates 'relationships' between spaces within a given street network. The street network is broken down into street segments between all intersections. The distance between segments is measured based on both metric (least length) and angular (least angle change) distance. Resulting "spatial accessibility values" assigned to each segment reflect the hierarchy of routes, which represents how easy it is to travel between them. The Space Syntax approach was used to explain existing movement patterns and forecast future scenarios by demonstrating the relative influence of a number of key factors:

**Parking Provision** - the distribution and capacity of parking provision

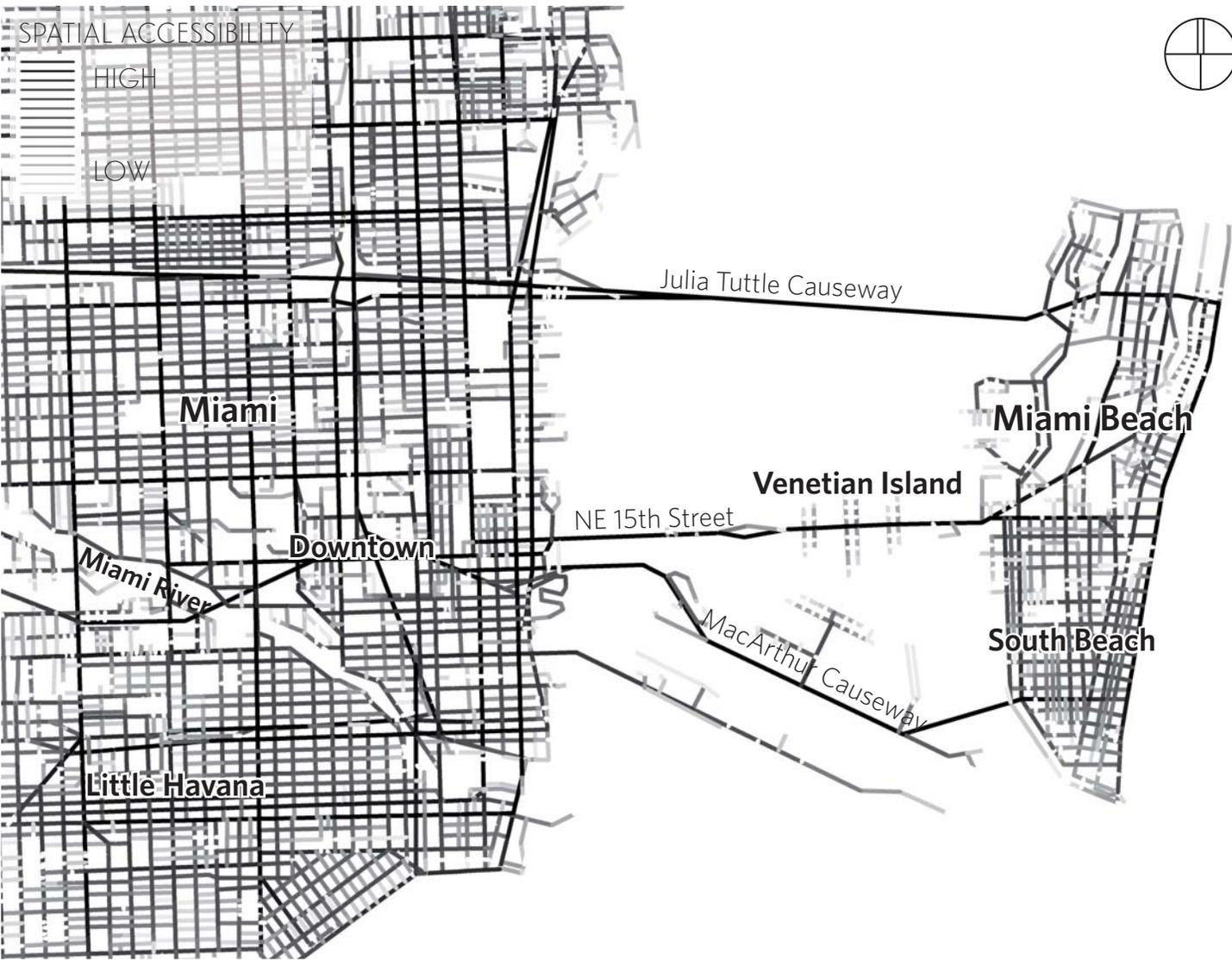
**Local Spatial Accessibility** - the permeability of the pedestrian movement network

**Land Use Attraction** - the location of different land uses and active frontages

## CONCLUSION

The analysis concludes that the masterplan will transform this area into a continuous, highly walkable pedestrian environment. Combined with a decentralised parking strategy developed by Plummer and Associates, overall traffic issues are well addressed and the need for driving should be reduced in favour of sustainable travel modes. The masterplan will also benefit its immediate context, as it will be well linked into the improved network of existing and new public spaces and amenities.

SITE LOCATION



The site is in a strategic location in relation to Miami as a whole and within Miami Beach. 17th Street is a key linkage to the causeway and Downtown, but also a locally important place and the location of City Hall.

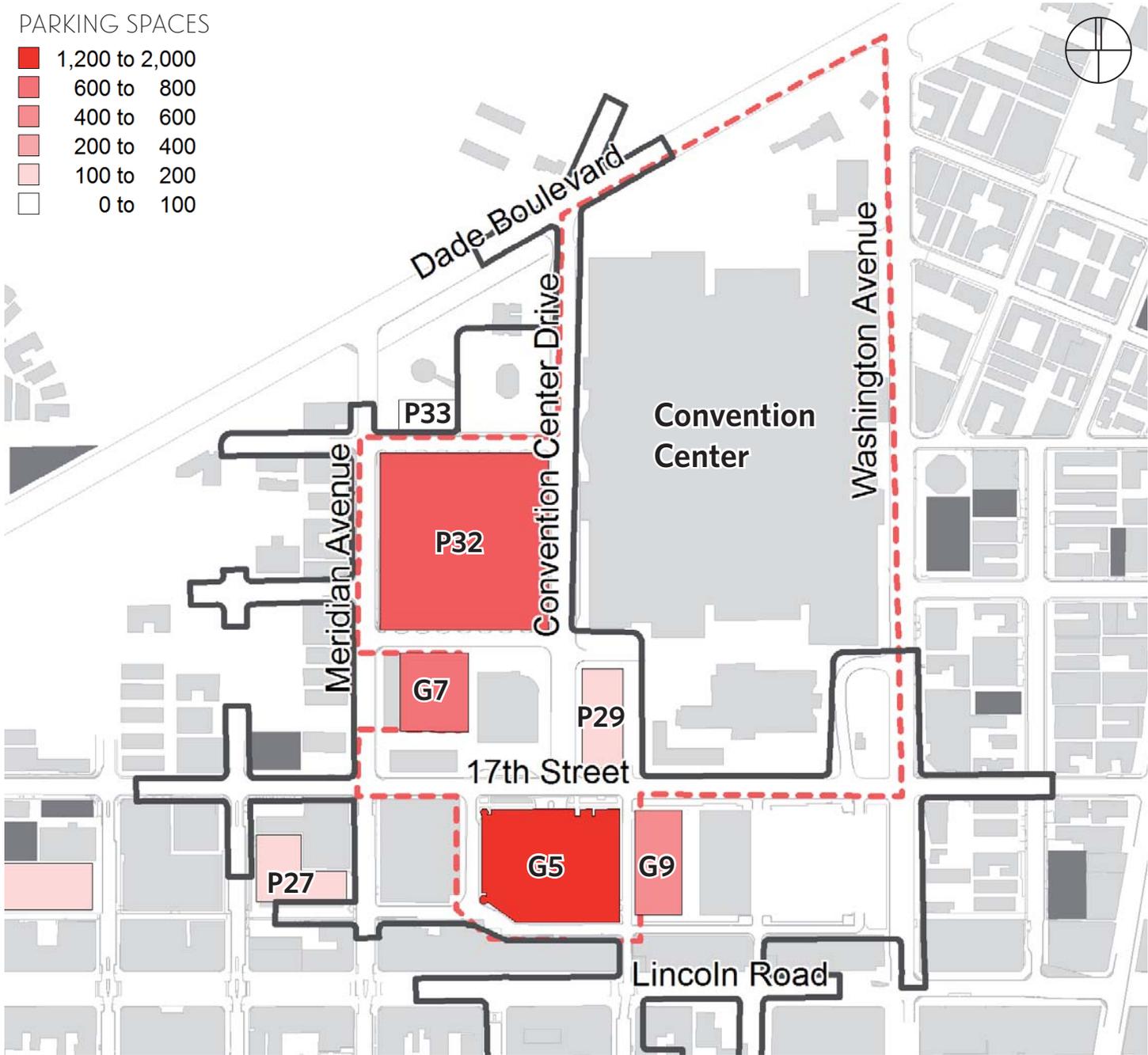
# PARKING PROVISION

The provision of parking influences significantly how a large percentage of pedestrians approach the key destinations in the area in their vehicles, and also impacts on the walking patterns to the ultimate site destinations.

The existing parking provision is concentrated to the south of 17th Street and to the west of City Hall (garages) and on the surface car parks to the west and south of the Convention Center.

### PARKING SPACES

- 1,200 to 2,000
- 600 to 800
- 400 to 600
- 200 to 400
- 100 to 200
- 0 to 100

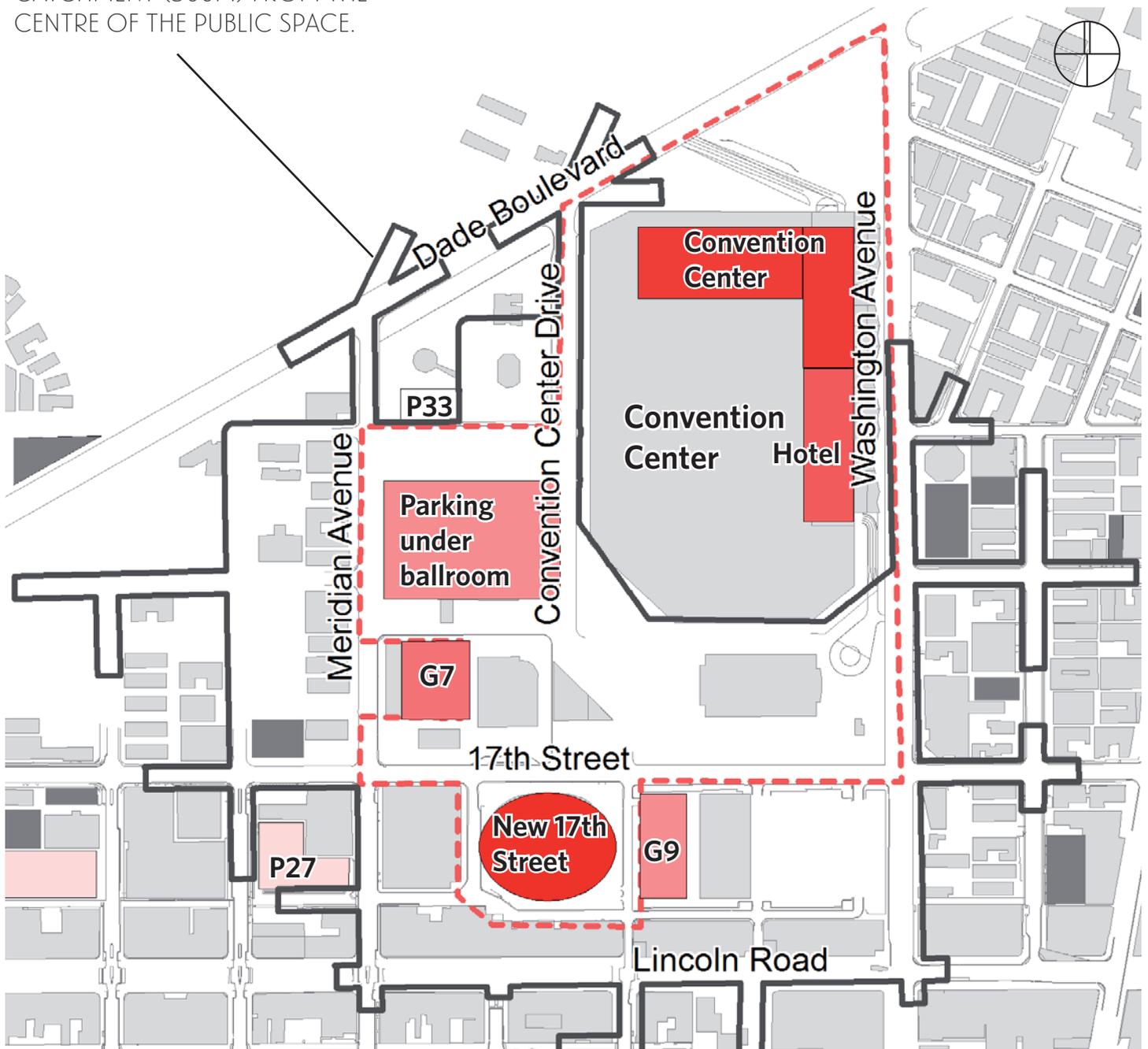


EXISTING

# Exhibit 7B Cont.

The proposed parking provision increases capacity but replaces surface car parks with garages. Additional capacity is provided within the Convention Center complex along the eastern edge of the site. Compared to the current situation, parking related traffic is expected to disperse more evenly throughout the site instead of concentrating in a small area.

5 - 7 MINUTES WALKING  
CATCHMENT (500M)  
FROM THE CENTRE OF THE PUBLIC SPACE.

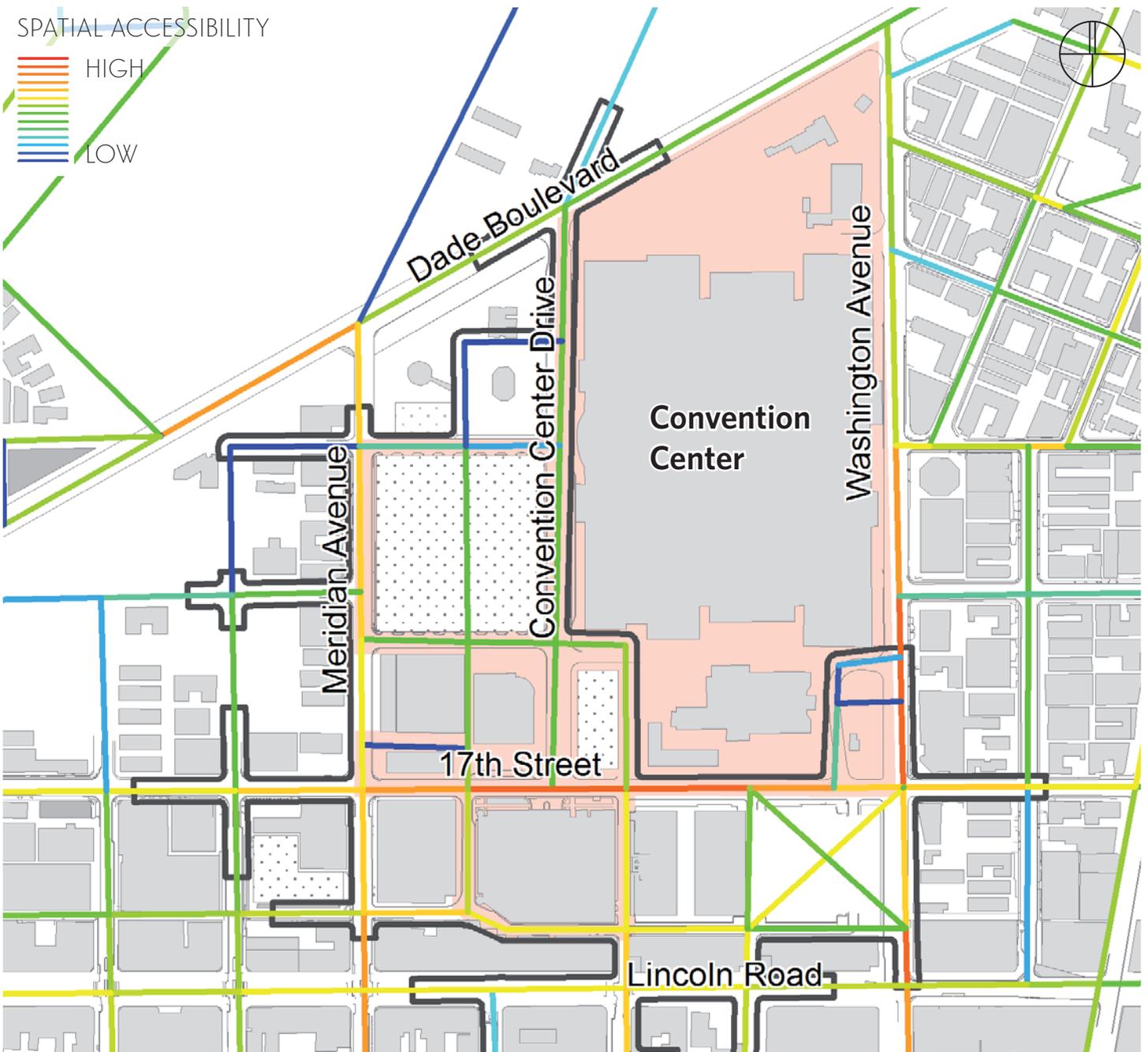


PROPOSED

## LOCAL SPATIAL ACCESSIBILITY

Local spatial accessibility measures represent the ease of use of an area at the pedestrian scale and demonstrate its 'walkability' in terms of wayfinding, circulation convenience and permeability of the movement network. The focus of the analysis is a 5 to 7 minutes walking catchment area centred on the forecourt of the Convention Center.

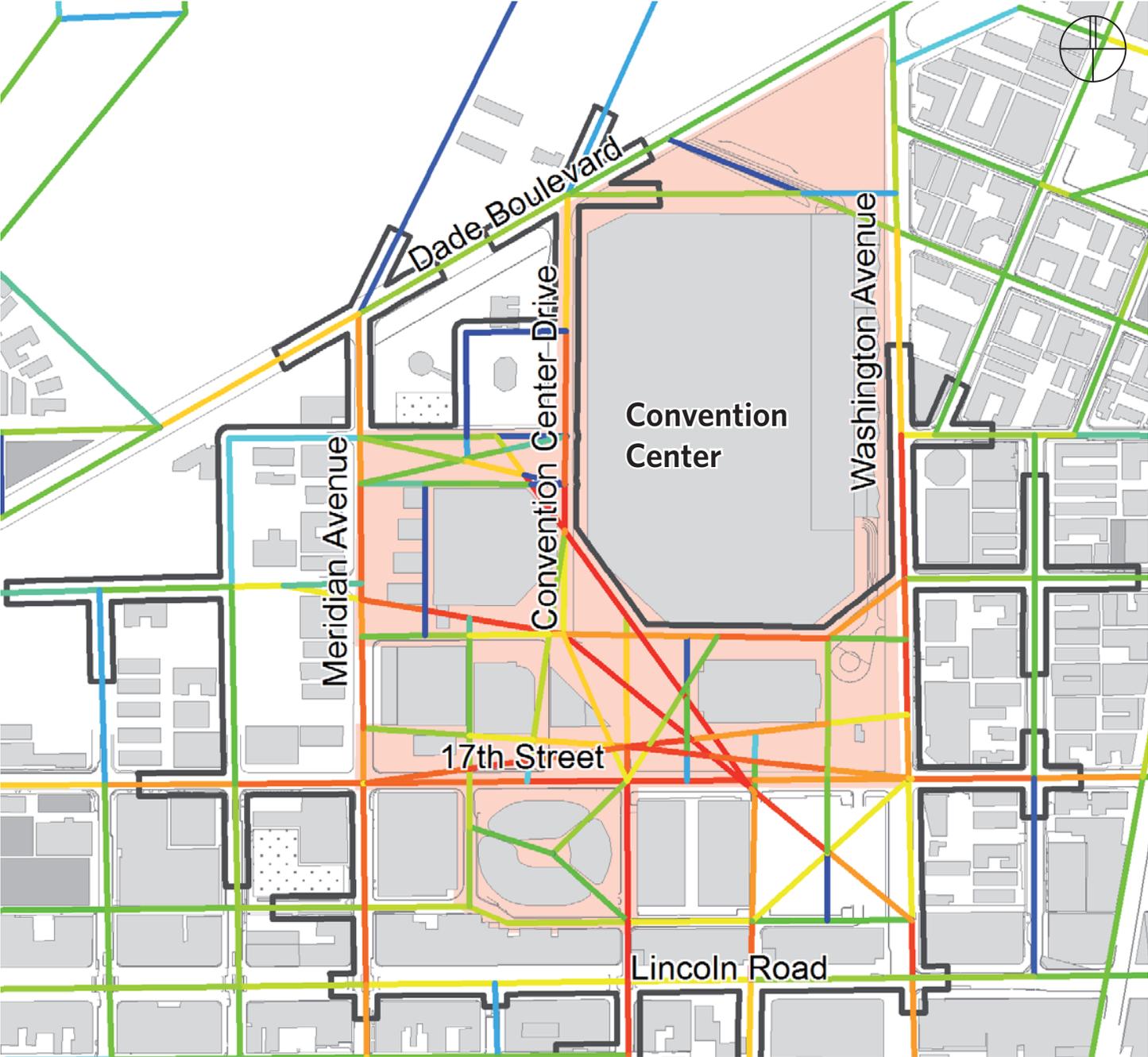
The site is well embedded in a distributed grid structure with good accessibility on 17th Street and Lincoln Road Mall in east-west direction to the south of the Convention Center. Washington Avenue Meridian Avenue and Pennsylvania Avenue are key linkages in north-south direction. Currently pedestrian access between the Jackie Gleason Theatre and the Convention Center and along the northern edge of the site is limited.



EXISTING

# Exhibit 7B Cont.

The masterplan introduces a dense network of pedestrian routes connecting all key destinations of the area within a 5 to 7 minutes walking radius. Pedestrian routes converge from all approaches in the centre of the site where a public plaza creates a focal point in terms of wayfinding and orientation. This improved route network leads to an increase in overall pedestrian accessibility of the area, and improves linkages to the wider context, including Lincoln Road Mall.

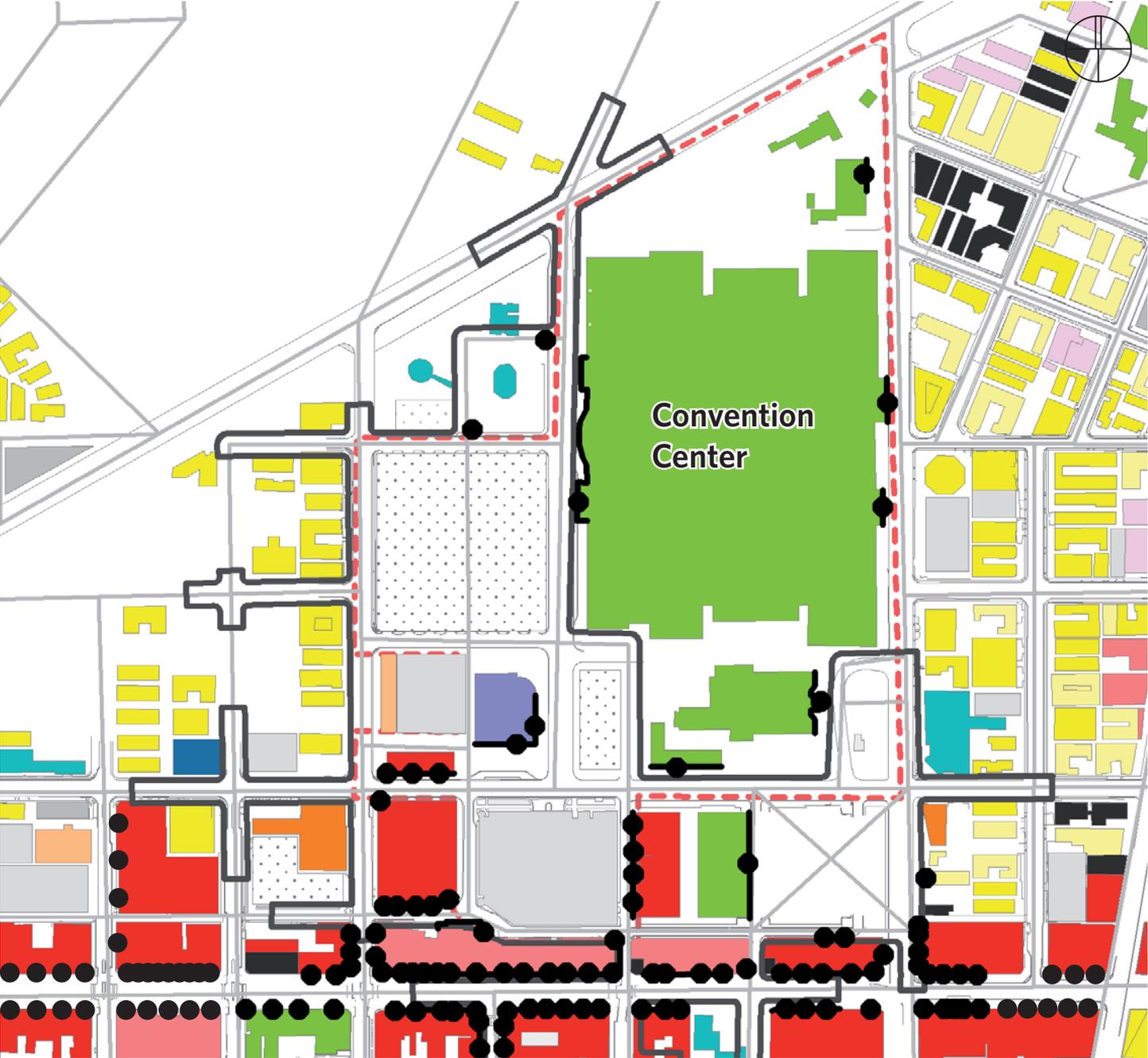


PROPOSED

# LAND USE ATTRACTION

The provision of a continuously activated ground level zone encourages walking between destinations in close proximity to each other. On the other hand, a car-oriented building interface and public realm and related severance encourage car journeys, even between destinations in relative close proximity.

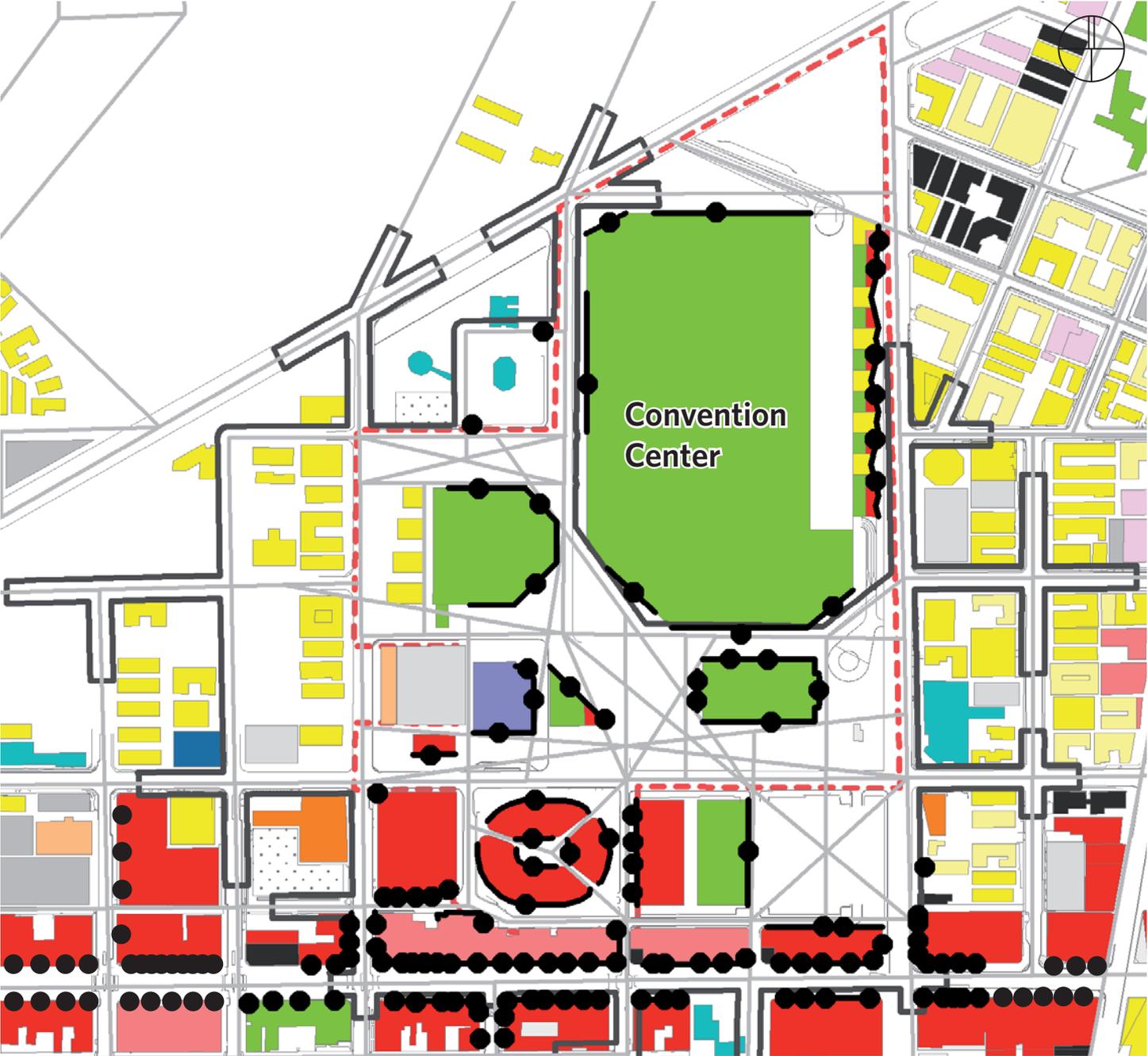
A number of popular pedestrian destinations are located within and in close proximity to the site, including retail, culture and leisure uses. However, pedestrian severance between them is caused by a largely vehicle-oriented public realm, including the existing large surface car parks and long stretches of non-active, blank building frontages.



EXISTING

# Exhibit 7B Cont.

The proposal is interconnecting pedestrian destinations with continuously activated, highly improved public realm environment. Within the local catchment area active frontage length has been increased by 146% and the number of active entrances by at least 75%. Together these measures increase the size of a continuously attractive walking environment, encouraging people to walk and reducing the need for individual car journeys.



PROPOSED

**Ground Lease Areas**

**Residential - 74,500 Sqft**

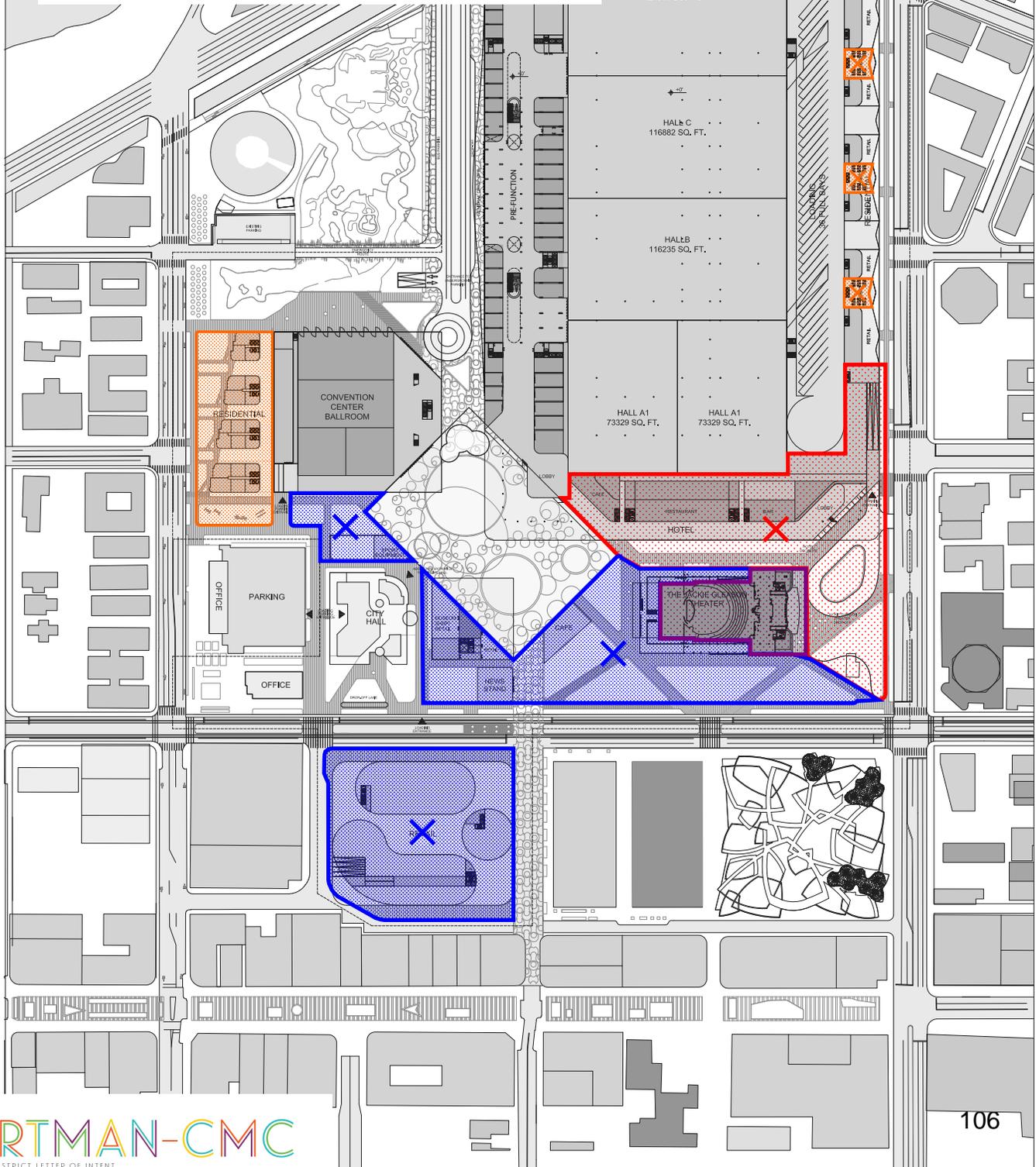
**Retail - 312,600 Sqft**

**Hotel - 183,500 Sqft**

**Theater - 43,000 Sqft**

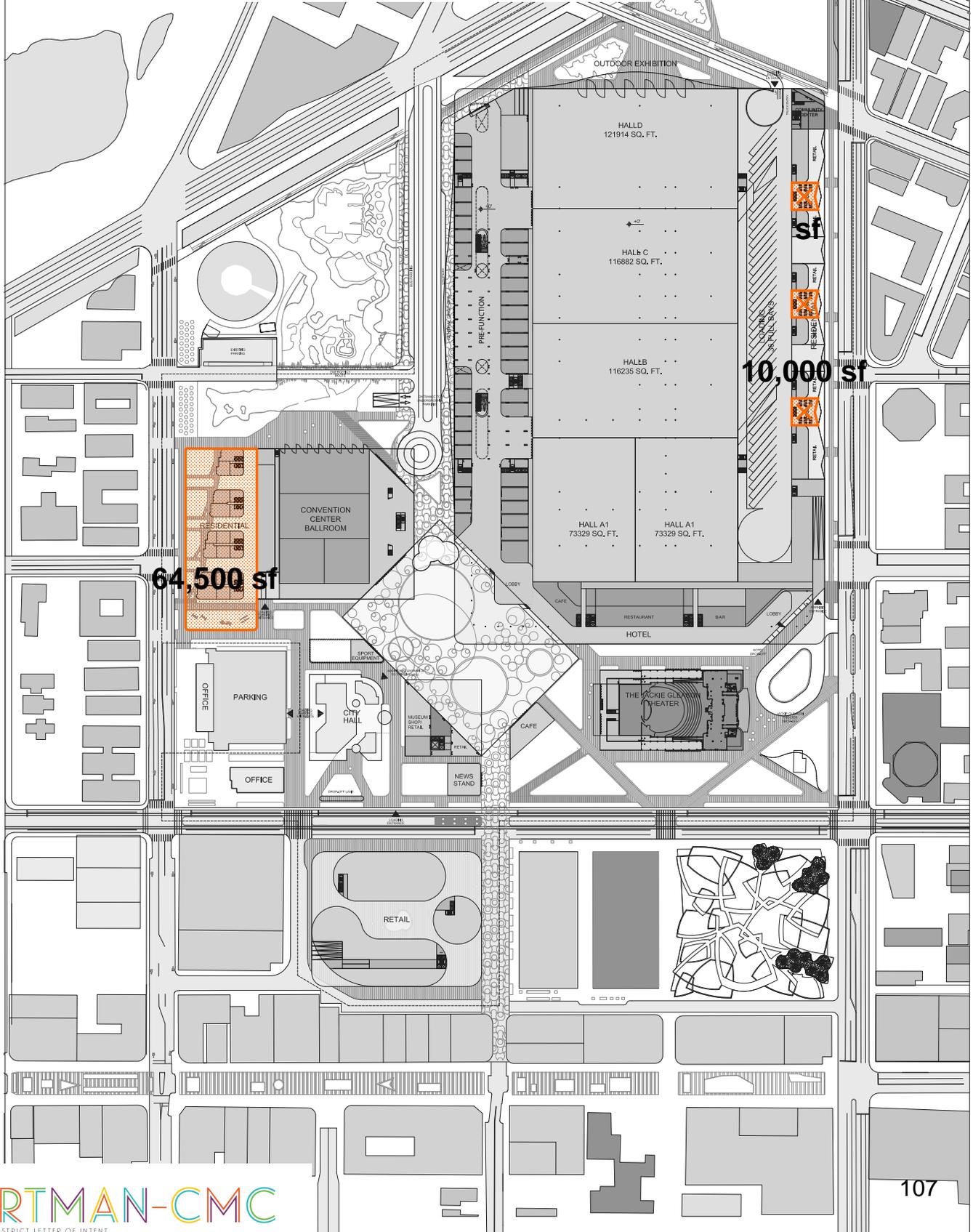
**Total - 613,600 Sqft**

\* The Residential, Hotel, and Parking will require additional TBD air rights to accommodate upper floors that overhang, but do not touch the ground.



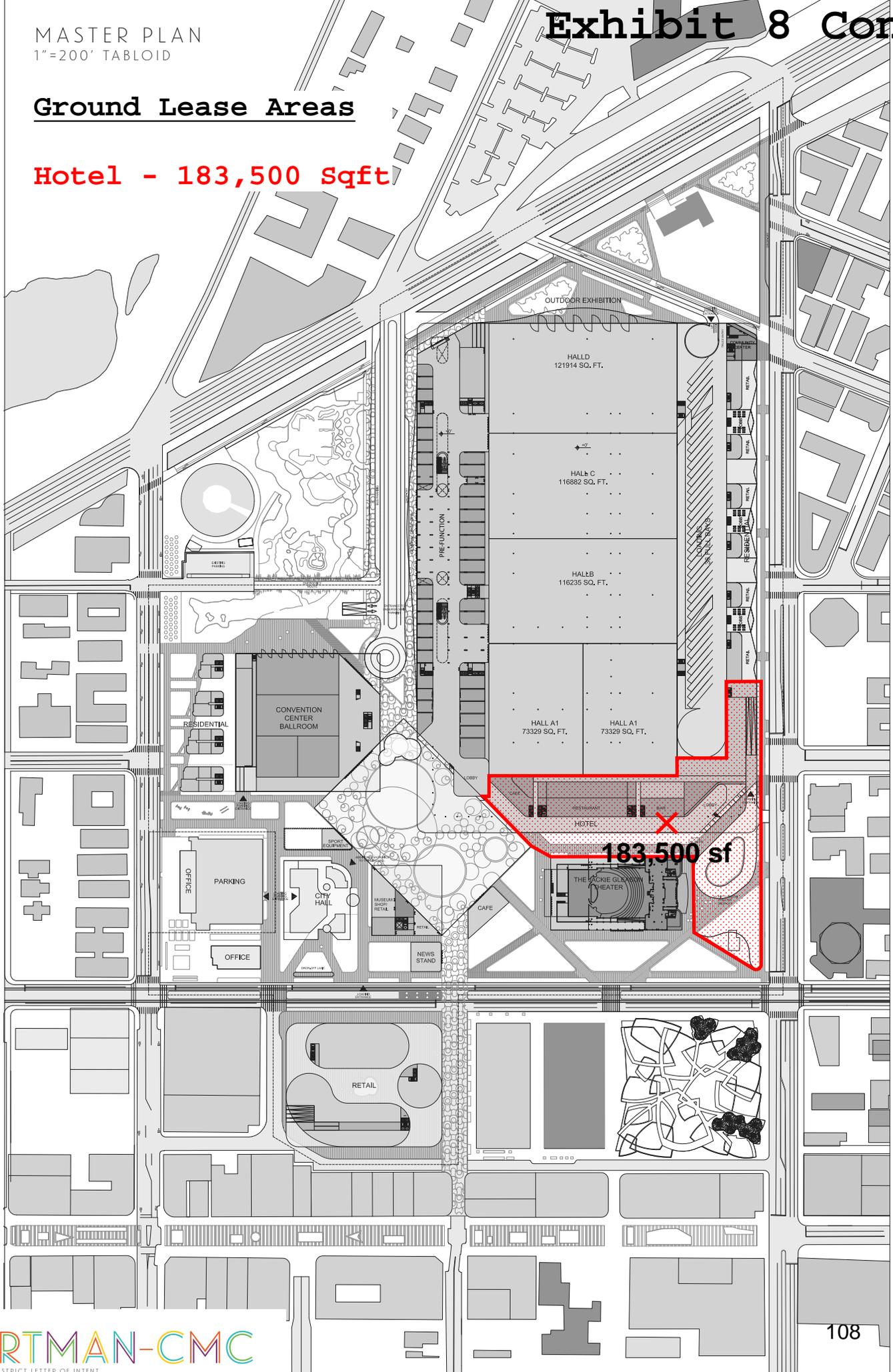
**Ground Lease Areas**

East Residential - 10,000 Sqft  
West Residential - 64,500 Sqft  
Total - 74,500 Sqft



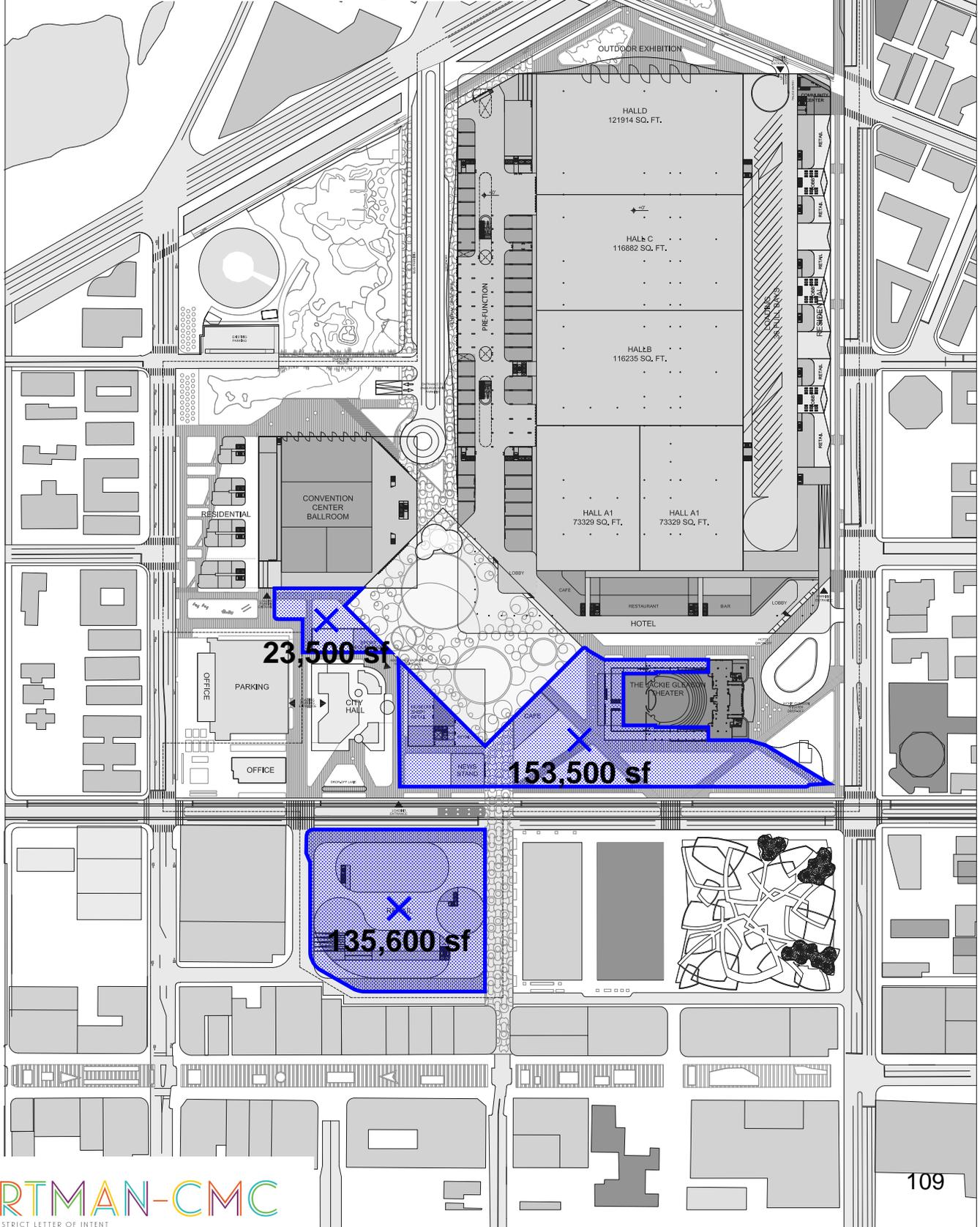
Ground Lease Areas

Hotel - 183,500 Sqft



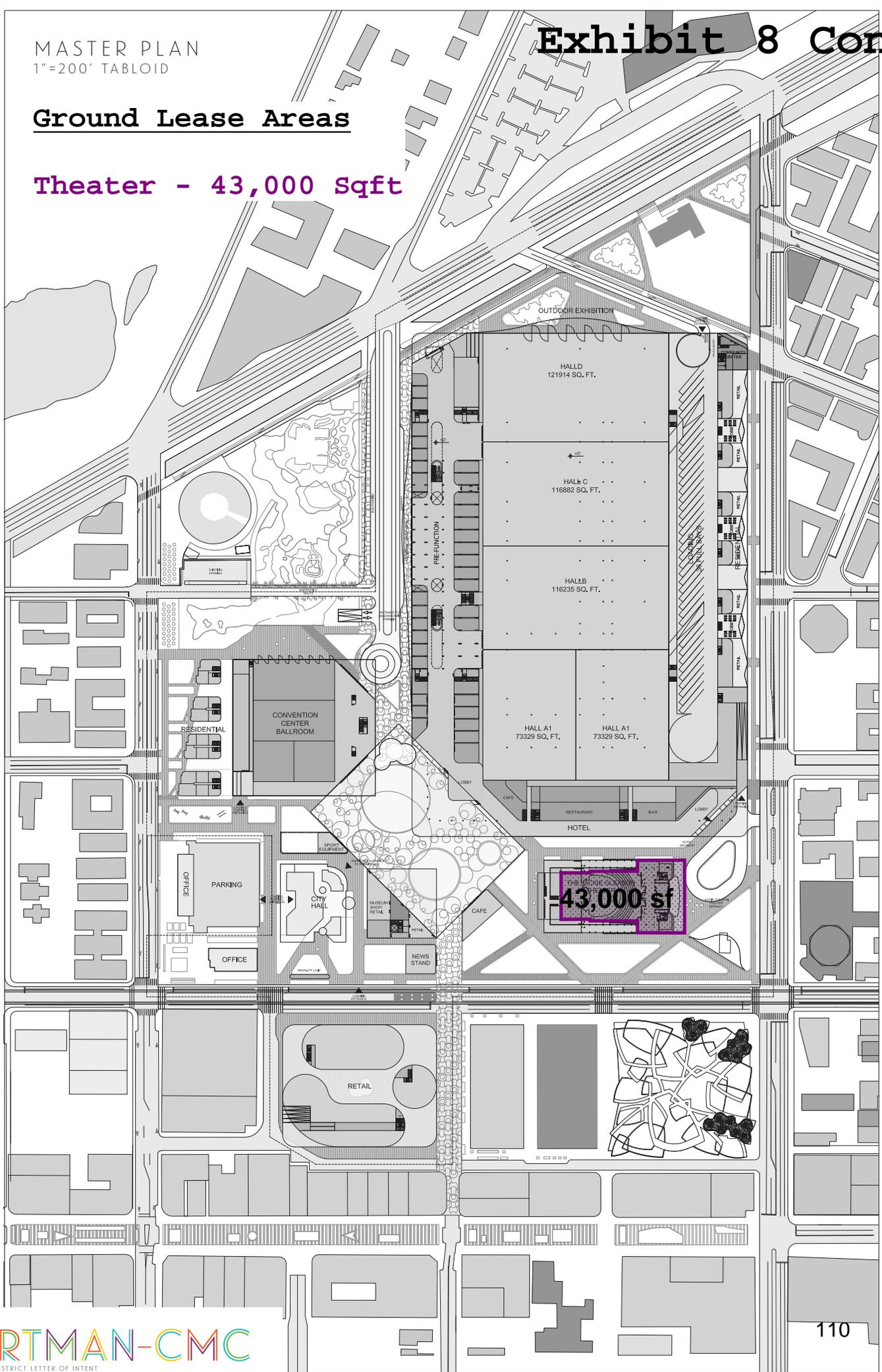
Ground Lease Areas

Plaza - 177,000 Sqft  
17th St. - 135,600 Sqft  
Total - 312,600 Sqft



Ground Lease Areas

Theater - 43,000 Sqft



## Ground Lease Payments

Year	Hotel & Hotel Parking		Retail, 17th St Garage, & Other Parking		Residential & Residential Parking		Total
	Base Rent	Variable Rent	Base Rent	Variable Rent	Base Rent	Variable Rent	
2015	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016	\$0	\$0	\$1,031,491	\$0	\$167,544	\$0	\$1,199,034
2017	\$1,628,187	\$254,669	\$6,312,722	\$240,117	\$341,789	\$39,461	\$8,816,945
2018	\$2,847,001	\$659,917	\$6,438,976	\$789,659	\$348,625	\$68,301	\$11,152,480
2019	\$2,903,941	\$1,076,785	\$6,567,756	\$868,018	\$355,598	\$73,837	\$11,845,933
2020	\$2,962,020	\$1,297,487	\$6,699,111	\$949,904	\$362,710	\$79,608	\$12,350,839
2021	\$3,021,260	\$1,323,436	\$6,833,093	\$968,902	\$369,964	\$81,200	\$12,597,856
2022	\$3,081,685	\$1,349,905	\$6,969,755	\$988,280	\$377,363	\$82,824	\$12,849,813
2023	\$3,143,319	\$1,376,903	\$7,109,150	\$1,008,046	\$384,910	\$84,480	\$13,106,809
2024	\$3,206,185	\$1,404,441	\$7,251,333	\$1,028,207	\$392,608	\$86,170	\$13,368,945
2025	\$3,270,309	\$1,432,530	\$7,396,360	\$1,048,771	\$400,461	\$87,893	\$13,636,324
2026	\$3,335,715	\$1,461,181	\$7,544,287	\$1,069,746	\$408,470	\$89,651	\$13,909,051
2027	\$3,402,430	\$1,490,404	\$7,695,173	\$1,091,141	\$416,639	\$91,444	\$14,187,232
2028	\$3,470,478	\$1,520,213	\$7,849,076	\$1,112,964	\$424,972	\$93,273	\$14,470,976
2029	\$3,539,888	\$1,550,617	\$8,006,058	\$1,135,223	\$433,471	\$95,139	\$14,760,396
2030	\$3,610,686	\$1,581,629	\$8,166,179	\$1,157,928	\$442,141	\$97,041	\$15,055,604
2031	\$3,682,899	\$1,613,262	\$8,329,503	\$1,181,086	\$450,984	\$98,982	\$15,356,716
2032	\$3,756,557	\$1,645,527	\$8,496,093	\$1,204,708	\$460,003	\$100,962	\$15,663,850
2033	\$3,831,688	\$1,678,437	\$8,666,014	\$1,228,802	\$469,203	\$102,981	\$15,977,127
2034	\$3,908,322	\$1,712,006	\$8,839,335	\$1,253,378	\$478,588	\$105,041	\$16,296,670
2035	\$3,986,489	\$1,746,246	\$9,016,121	\$1,278,446	\$488,159	\$107,142	\$16,622,603
2036	\$4,066,218	\$1,781,171	\$9,196,444	\$1,304,015	\$497,922	\$109,284	\$16,955,055
2037	\$4,147,543	\$1,816,795	\$9,380,373	\$1,330,095	\$507,881	\$111,470	\$17,294,156
2038	\$4,230,494	\$1,853,131	\$9,567,980	\$1,356,697	\$518,039	\$113,699	\$17,640,039
2039	\$4,315,103	\$1,890,193	\$9,759,340	\$1,383,831	\$528,399	\$115,973	\$17,992,840
2040	\$4,401,405	\$1,927,997	\$9,954,527	\$1,411,507	\$538,967	\$118,293	\$18,352,697
2041	\$4,489,434	\$1,966,557	\$10,153,617	\$1,439,738	\$549,747	\$120,659	\$18,719,751
2042	\$4,579,222	\$2,005,888	\$10,356,689	\$1,468,532	\$560,742	\$123,072	\$19,094,146
2043	\$4,670,807	\$2,046,006	\$10,563,823	\$1,497,903	\$571,956	\$125,533	\$19,476,029
2044	\$4,764,223	\$2,086,926	\$10,775,100	\$1,527,861	\$583,396	\$128,044	\$19,865,549
thereafter	\$709,763,969	\$310,905,876	\$1,605,251,843	\$227,617,548	\$86,913,051	\$19,075,737	\$2,959,528,024
<b>Total</b>	<b>\$812,017,477</b>	<b>\$354,456,137</b>	<b>\$1,840,177,322</b>	<b>\$259,941,052</b>	<b>\$99,744,302</b>	<b>\$21,807,196</b>	<b>\$3,388,143,486</b>
30yr NPV @ 5%	\$45,905,356	\$19,076,259	\$107,030,509	\$14,326,918	\$5,896,258	\$1,219,990	\$193,455,290
99yr NPV @ 5%	\$78,313,135	\$33,272,202	\$180,326,209	\$24,719,922	\$9,864,702	\$2,090,987	\$328,587,157

# Exhibit 10A

## City of Miami Beach Florida Public Funds Sources and Uses

	Resort Tax		Convention Center		Convention Center		Parking Issuance	Private Contribution	CRA Contribution	County Contribution	Total
	Additional 1% Issuance		Issuance (Hotel)	Issuance (Other)	Center	Center					
<b>Sources</b>											
Par Amount	\$ 231,355,000	\$ 70,349,516	\$ -	\$ 101,980,484	\$ 42,040,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 445,725,000
Premium	25,468,783	7,812,362	11,325,003	3,654,866	-	-	-	-	-	-	48,261,015
Private Contribution	-	-	-	-	-	32,075,555	-	-	-	-	32,075,555
County Contribution	-	-	-	-	-	-	-	-	53,600,000	-	53,600,000
CRA Contribution	-	-	-	-	-	-	76,872,265	-	-	-	76,872,265
<b>Total Sources</b>	<b>\$ 256,823,783</b>	<b>\$ 78,161,879</b>	<b>\$ 113,305,487</b>	<b>\$ 45,694,866</b>	<b>\$ 32,075,555</b>	<b>\$ 76,872,265</b>	<b>\$ 53,600,000</b>	<b>\$ 656,533,835</b>			
<b>Uses</b>											
Convention Center											\$ 497,958,672
Public Space											17,271,876
Convention Center*	\$ 232,636,752	\$ 62,099,903	\$ 90,021,629	\$ -	\$ -	\$ -	\$ 53,600,000	\$ 515,230,548			
Parking											30,376,668
Public Space											5,634,225
Parking*											36,010,893
Public Space											32,075,555
Debt Service Reserve Fund	20,716,707	6,250,699	9,061,176	5,231,435	-	-	-	-	-	-	41,260,017
Capitalized Interest Fund	-	8,754,256	12,690,397	3,818,496	-	-	-	-	-	-	25,263,148
Cost of Issuance	3,470,325	1,057,021	634,042	-	-	-	-	-	-	-	6,693,674
<b>Total Uses</b>	<b>\$ 256,823,783</b>	<b>\$ 78,161,879</b>	<b>\$ 113,305,487</b>	<b>\$ 45,694,866</b>	<b>\$ 32,075,555</b>	<b>\$ 76,872,265</b>	<b>\$ 53,600,000</b>	<b>\$ 656,533,835</b>			

# Exhibit 10B

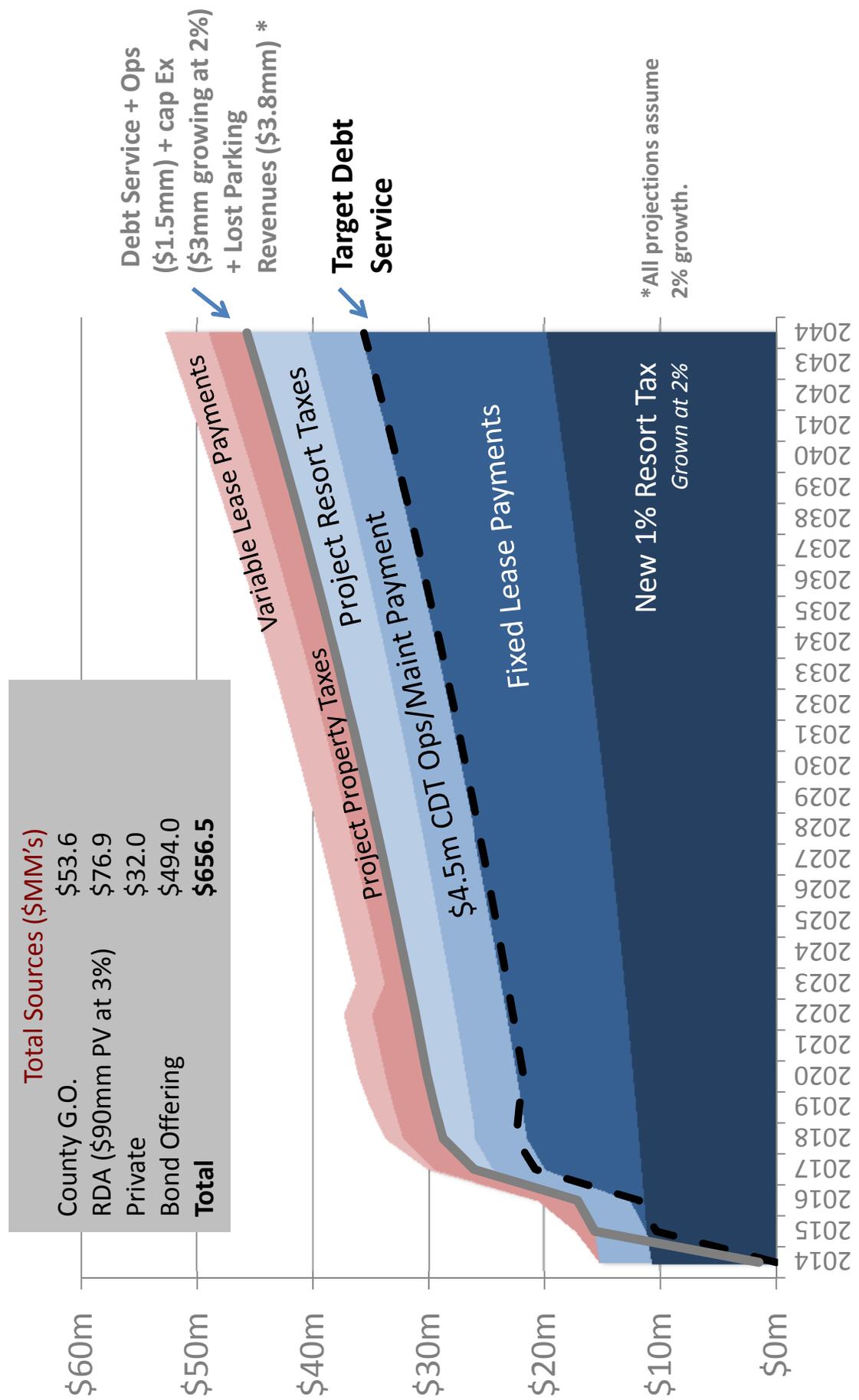
## City of Miami Beach Florida Summary of Center Bonds Cash Flows 3/1/2015 Issuance Date; Fully Funded DSRF; Cap-I through 9/2017 for Project Financing

A Year	B Existing Resort Tax Revenues	C Additional 1% Resort Tax		D Project Specific Revenues	E 2015 Net Resort Tax 1%		F 2015 Net Project		G E+F Total Debt Service	H (C+D)/(E+F) 1% Resort Tax DS Coverage		I Project Only DS Coverage
		Revenue	Revenue		Resort Tax 1% Debt Service	Debt Service	Revenue	Debt Service		1% Resort Tax DS Coverage	DS Coverage	
2014	58,482,349	10,726,123	-	-	-	-	-	-	-	-	-	-
2015	60,821,643	11,155,168	1,597,239	1,597,239	(5,672,141)	(5,672,141)	-	(5,672,141)	(5,672,141)	2.25x	2.25x	2.25x
2016	62,038,076	11,378,272	4,629,935	4,629,935	(11,374,283)	(11,374,283)	-	(11,374,283)	(11,374,283)	1.41x	1.41x	1.41x
2017	63,278,837	11,605,837	13,946,726	13,946,726	(11,603,553)	(11,603,553)	-	(11,603,553)	(11,603,553)	2.20x	2.20x	2.20x
2018	64,544,414	11,837,954	17,433,674	17,433,674	(11,837,624)	(11,837,624)	(7,472,727)	(7,472,727)	(19,310,351)	1.52x	1.52x	2.33x
2019	65,835,302	12,074,713	18,501,210	18,501,210	(12,070,024)	(12,070,024)	(9,083,143)	(9,083,143)	(21,153,167)	1.45x	1.45x	2.04x
2020	67,152,008	12,316,207	19,269,049	19,269,049	(12,313,024)	(12,313,024)	(9,311,893)	(9,311,893)	(21,624,917)	1.46x	1.46x	2.07x
2021	68,495,048	12,562,531	19,654,430	19,654,430	(12,560,524)	(12,560,524)	(9,511,643)	(9,511,643)	(22,072,167)	1.46x	1.46x	2.07x
2022	69,864,949	12,813,782	20,047,518	20,047,518	(12,811,524)	(12,811,524)	(9,718,143)	(9,718,143)	(22,529,667)	1.46x	1.46x	2.06x
2023	71,262,248	13,070,058	18,757,478	18,757,478	(13,070,024)	(13,070,024)	(9,930,393)	(9,930,393)	(23,000,417)	1.38x	1.38x	1.89x
2024	72,687,493	13,331,459	19,132,627	19,132,627	(13,329,774)	(13,329,774)	(10,142,393)	(10,142,393)	(23,472,167)	1.38x	1.38x	1.89x
2025	74,141,243	13,598,088	19,515,280	19,515,280	(13,594,774)	(13,594,774)	(10,358,393)	(10,358,393)	(23,953,167)	1.38x	1.38x	1.88x
2026	75,624,068	13,870,050	19,905,586	19,905,586	(13,868,774)	(13,868,774)	(10,582,393)	(10,582,393)	(24,451,167)	1.38x	1.38x	1.88x
2027	77,136,549	14,147,451	20,303,697	20,303,697	(14,145,274)	(14,145,274)	(10,813,143)	(10,813,143)	(24,958,417)	1.38x	1.38x	1.88x
2028	78,679,280	14,430,400	20,709,771	20,709,771	(14,428,024)	(14,428,024)	(11,044,393)	(11,044,393)	(25,472,417)	1.38x	1.38x	1.88x
2029	80,252,866	14,719,008	21,123,967	21,123,967	(14,715,524)	(14,715,524)	(11,285,143)	(11,285,143)	(26,000,667)	1.38x	1.38x	1.87x
2030	81,857,923	15,013,388	21,546,446	21,546,446	(15,011,274)	(15,011,274)	(11,513,893)	(11,513,893)	(26,525,167)	1.38x	1.38x	1.87x
2031	83,495,082	15,313,656	21,977,375	21,977,375	(15,308,524)	(15,308,524)	(11,750,143)	(11,750,143)	(27,058,667)	1.38x	1.38x	1.87x
2032	85,164,983	15,619,929	22,416,922	22,416,922	(15,615,774)	(15,615,774)	(11,987,393)	(11,987,393)	(27,603,167)	1.38x	1.38x	1.87x
2033	86,868,283	15,932,327	22,865,261	22,865,261	(15,931,024)	(15,931,024)	(12,224,393)	(12,224,393)	(28,155,417)	1.38x	1.38x	1.87x
2034	88,605,649	16,250,974	23,322,566	23,322,566	(16,247,274)	(16,247,274)	(12,474,893)	(12,474,893)	(28,722,167)	1.38x	1.38x	1.87x
2035	90,377,762	16,575,993	23,789,017	23,789,017	(16,572,774)	(16,572,774)	(12,721,893)	(12,721,893)	(29,294,667)	1.38x	1.38x	1.87x
2036	92,185,317	16,907,513	24,264,798	24,264,798	(16,905,274)	(16,905,274)	(12,979,143)	(12,979,143)	(29,884,417)	1.38x	1.38x	1.87x
2037	94,029,023	17,245,663	24,750,094	24,750,094	(17,242,524)	(17,242,524)	(13,244,643)	(13,244,643)	(30,487,167)	1.38x	1.38x	1.87x
2038	95,909,604	17,590,577	25,245,096	25,245,096	(17,587,274)	(17,587,274)	(13,506,393)	(13,506,393)	(31,093,667)	1.38x	1.38x	1.87x
2039	97,827,796	17,942,388	25,749,997	25,749,997	(17,942,024)	(17,942,024)	(13,782,893)	(13,782,893)	(31,724,917)	1.38x	1.38x	1.87x
2040	99,784,352	18,301,236	26,264,997	26,264,997	(18,299,024)	(18,299,024)	(14,056,643)	(14,056,643)	(32,355,667)	1.38x	1.38x	1.87x
2041	101,780,039	18,667,261	26,790,297	26,790,297	(18,665,774)	(18,665,774)	(14,340,893)	(14,340,893)	(33,006,667)	1.38x	1.38x	1.87x
2042	103,815,640	19,040,606	27,326,103	27,326,103	(19,039,274)	(19,039,274)	(14,633,143)	(14,633,143)	(33,672,417)	1.38x	1.38x	1.87x
2043	105,891,952	19,421,418	27,872,625	27,872,625	(19,416,524)	(19,416,524)	(14,925,893)	(14,925,893)	(34,342,417)	1.38x	1.38x	1.87x
2044	108,009,791	19,809,846	28,430,078	28,430,078	(19,807,817)	(19,807,817)	(5,450,018)	(5,450,018)	(25,257,835)	1.91x	1.91x	5.22x
<b>Total</b>	<b>2,525,899,572</b>	<b>463,269,875</b>	<b>627,139,861</b>	<b>627,139,861</b>	<b>(446,987,007)</b>	<b>(446,987,007)</b>	<b>(308,846,076)</b>	<b>(308,846,076)</b>	<b>(755,833,08)</b>			

## Miami Beach Convention Center District

Public Finance Cash Flow Analysis

Target Bond Model



## Summary of Center Bonds Revenues and PILOT Payments

Year	Ground Lease	Resort Tax-Occ 3%	Resort Tax-F&B 2%	City Property Tax 28.3%	County Property Tax 22.05%	Total
2015	\$0	\$0	\$0	\$897,753	\$699,486	\$1,597,239
2016	1,199,034	0	69,990	1,889,052	1,471,859	4,629,935
2017	8,816,945	841,471	859,597	1,927,161	1,501,551	13,946,726
2018	11,152,480	1,549,562	1,234,345	1,965,704	1,531,582	17,433,674
2019	11,845,933	1,728,017	1,360,027	2,005,018	1,562,214	18,501,210
2020	12,350,839	1,846,440	1,433,193	2,045,119	1,593,458	19,269,049
2021	12,597,856	1,883,369	1,461,857	2,086,021	1,625,328	19,654,430
2022	12,849,813	1,921,036	1,491,094	2,127,742	1,657,834	20,047,518
2023	13,106,809	1,959,457	1,520,916	2,170,297	0	18,757,478
2024	13,368,945	1,998,646	1,551,334	2,213,702	0	19,132,627
2025	13,636,324	2,038,619	1,582,361	2,257,976	0	19,515,280
2026	13,909,051	2,079,391	1,614,008	2,303,136	0	19,905,586
2027	14,187,232	2,120,979	1,646,288	2,349,199	0	20,303,697
2028	14,470,976	2,163,399	1,679,214	2,396,183	0	20,709,771
2029	14,760,396	2,206,667	1,712,798	2,444,106	0	21,123,967
2030	15,055,604	2,250,800	1,747,054	2,492,988	0	21,546,446
2031	15,356,716	2,295,816	1,781,995	2,542,848	0	21,977,375
2032	15,663,850	2,341,732	1,817,635	2,593,705	0	22,416,922
2033	15,977,127	2,388,567	1,853,988	2,645,579	0	22,865,261
2034	16,296,670	2,436,338	1,891,067	2,698,491	0	23,322,566
2035	16,622,603	2,485,065	1,928,889	2,752,461	0	23,789,017
2036	16,955,055	2,534,766	1,967,467	2,807,510	0	24,264,798
2037	17,294,156	2,585,462	2,006,816	2,863,660	0	24,750,094
2038	17,640,039	2,637,171	2,046,952	2,920,933	0	25,245,096
2039	17,992,840	2,689,914	2,087,891	2,979,352	0	25,749,997
2040	18,352,697	2,743,712	2,129,649	3,038,939	0	26,264,997
2041	18,719,751	2,798,587	2,172,242	3,099,718	0	26,790,297
2042	19,094,146	2,854,558	2,215,687	3,161,712	0	27,326,103
2043	19,476,029	2,911,650	2,260,001	3,224,946	0	27,872,625
2044	19,865,549	2,969,883	2,305,201	3,289,445	0	28,430,078
<b>Total</b>	\$428,615,462	\$63,261,072	\$49,429,554	\$74,190,460	\$11,643,313	\$627,139,861

# Exhibit 10E

## City of Miami Beach Florida Summary of Parking Bonds Cash Flows

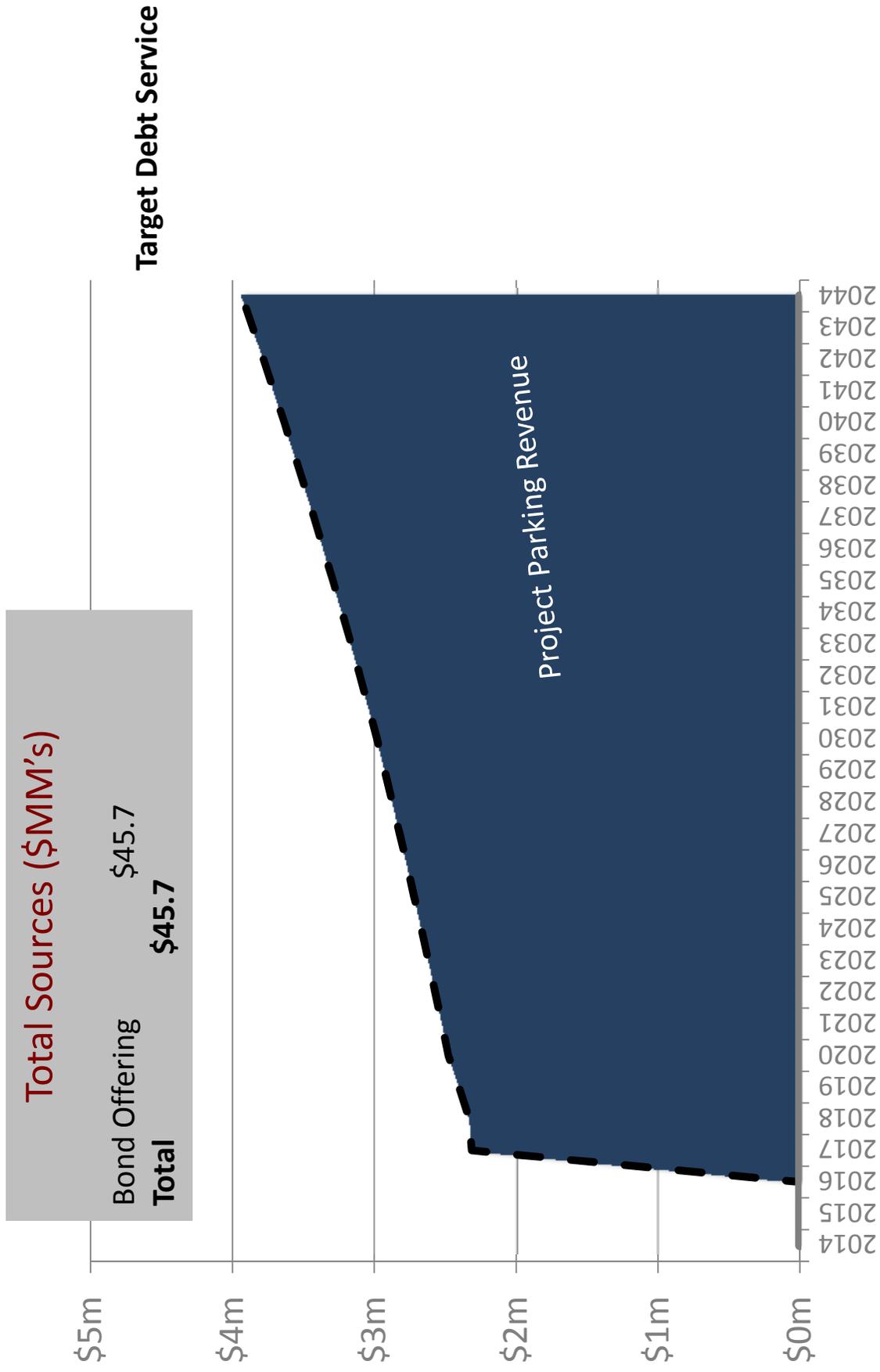
### 3/1/2015 Issuance Date; Fully Funded DSRF; Cap-I through 9/2017 for Parking Bonds

A Date	B Existing Parking Enterprise Net Revenues		C Project Parking Revenues		D Total Parking Revenues		E Existing Parking Debt Service		F Parking Debt Service TE		G Total Parking Debt Service		D+G H Net Parking Cashflow		I Project Parking DS Coverage		J (B+C)/(E+F) Gross Parking DS Coverage	
2014	21,467,715	-	-	21,467,715	(3,243,863)	-	(3,243,863)	-	-	(3,243,863)	18,223,852	6.62x	1.20x	6.62x				
2015	22,111,746	-	-	22,111,746	(3,239,663)	-	(3,239,663)	-	-	(3,239,663)	18,872,083	6.83x	1.20x	6.83x				
2016	22,553,981	-	-	22,553,981	(3,243,463)	-	(3,243,463)	-	-	(3,243,463)	19,310,518	6.95x	1.20x	6.95x				
2017	23,005,061	2,312,947	2,312,947	25,318,007	(3,244,863)	-	(3,244,863)	(1,800,328)	(1,800,328)	(3,244,863)	22,073,144	7.80x	1.20x	7.80x				
2018	23,465,162	2,330,565	2,330,565	25,795,727	(3,239,113)	(1,800,328)	(5,039,441)	(2,006,799)	(2,006,799)	(5,039,441)	20,756,286	5.12x	1.20x	5.12x				
2019	23,934,465	2,401,867	2,401,867	26,336,332	(3,245,513)	(2,006,799)	(5,252,312)	(2,069,049)	(2,069,049)	(5,252,312)	21,084,020	5.01x	1.20x	5.01x				
2020	24,413,154	2,477,217	2,477,217	26,890,372	(3,244,113)	(2,069,049)	(5,313,162)	(2,138,049)	(2,138,049)	(5,313,162)	21,577,210	5.06x	1.20x	5.06x				
2021	24,901,417	2,556,548	2,556,548	27,457,966	(3,242,863)	(2,138,049)	(5,380,912)	(2,203,299)	(2,203,299)	(5,380,912)	22,077,054	5.10x	1.20x	5.10x				
2022	25,399,446	2,638,748	2,638,748	28,038,194	(3,132,363)	(2,203,299)	(5,335,662)	(2,274,799)	(2,274,799)	(5,335,662)	22,702,532	5.25x	1.20x	5.25x				
2023	25,907,435	2,723,523	2,723,523	28,630,958	(2,230,763)	(2,274,799)	(4,505,562)	(2,347,049)	(2,347,049)	(4,505,562)	24,125,397	6.35x	1.20x	6.35x				
2024	26,425,583	2,810,955	2,810,955	29,236,538	(2,231,163)	(2,347,049)	(4,578,212)	(2,424,799)	(2,424,799)	(4,578,212)	24,658,326	6.39x	1.20x	6.39x				
2025	26,954,095	2,901,123	2,901,123	29,855,218	(2,233,663)	(2,424,799)	(4,658,462)	(2,502,549)	(2,502,549)	(4,658,462)	25,196,757	6.41x	1.20x	6.41x				
2026	27,493,177	2,994,113	2,994,113	30,487,290	(2,234,019)	(2,502,549)	(4,736,568)	(2,580,049)	(2,580,049)	(4,736,568)	25,750,723	6.44x	1.20x	6.44x				
2027	28,043,041	3,090,013	3,090,013	31,133,053	(2,233,375)	(2,580,049)	(4,813,424)	(2,667,049)	(2,667,049)	(4,813,424)	26,319,630	6.47x	1.20x	6.47x				
2028	28,603,901	3,188,910	3,188,910	31,792,812	(2,230,419)	(2,667,049)	(4,897,468)	(2,747,799)	(2,747,799)	(4,897,468)	26,895,344	6.49x	1.20x	6.49x				
2029	29,175,979	3,290,899	3,290,899	32,466,878	(2,230,150)	(2,747,799)	(4,977,949)	(2,837,299)	(2,837,299)	(4,977,949)	27,488,930	6.52x	1.20x	6.52x				
2030	29,759,499	3,396,074	3,396,074	33,155,573	(2,232,338)	(2,837,299)	(5,069,637)	(2,894,799)	(2,894,799)	(5,069,637)	28,085,936	6.54x	1.20x	6.54x				
2031	30,354,689	3,463,995	3,463,995	33,818,684	(2,231,750)	(2,894,799)	(5,126,549)	(2,951,549)	(2,951,549)	(5,126,549)	28,692,136	6.60x	1.20x	6.60x				
2032	30,961,783	3,533,275	3,533,275	34,495,058	(2,233,250)	(2,951,549)	(5,184,799)	(3,012,299)	(3,012,299)	(5,184,799)	29,310,259	6.65x	1.20x	6.65x				
2033	31,581,018	3,603,941	3,603,941	35,184,959	(2,231,250)	(3,012,299)	(5,243,549)	(3,071,549)	(3,071,549)	(5,243,549)	29,941,410	6.71x	1.20x	6.71x				
2034	32,212,639	3,676,019	3,676,019	35,888,658	(2,230,750)	(3,071,549)	(5,302,299)	(3,134,049)	(3,134,049)	(5,302,299)	30,586,360	6.77x	1.20x	6.77x				
2035	32,856,892	3,749,540	3,749,540	36,606,431	(2,231,500)	(3,134,049)	(5,365,549)	(3,194,299)	(3,194,299)	(5,365,549)	31,240,883	6.82x	1.20x	6.82x				
2036	33,514,029	3,824,531	3,824,531	37,338,560	(2,233,250)	(3,194,299)	(5,427,549)	(3,257,049)	(3,257,049)	(5,427,549)	31,911,011	6.88x	1.20x	6.88x				
2037	34,184,310	3,901,021	3,901,021	38,085,331	(2,230,750)	(3,257,049)	(5,487,799)	(3,326,799)	(3,326,799)	(5,487,799)	32,597,533	6.94x	1.20x	6.94x				
2038	34,867,996	3,979,042	3,979,042	38,847,038	(2,234,000)	(3,326,799)	(5,560,799)	(3,392,799)	(3,392,799)	(5,560,799)	33,286,239	6.99x	1.20x	6.99x				
2039	35,565,356	4,058,622	4,058,622	39,623,978	(2,232,500)	(3,392,799)	(5,625,299)	(3,459,799)	(3,459,799)	(5,625,299)	33,998,680	7.04x	1.20x	7.04x				
2040	36,276,663	4,139,795	4,139,795	40,416,458	(2,231,250)	(3,459,799)	(5,691,049)	(3,527,299)	(3,527,299)	(5,691,049)	34,725,409	7.10x	1.20x	7.10x				
2041	37,002,196	4,222,591	4,222,591	41,224,787	-	(3,527,299)	(3,527,299)	(3,599,799)	(3,599,799)	(3,527,299)	37,697,489	11.69x	1.20x	11.69x				
2042	37,742,240	4,307,043	4,307,043	42,049,283	-	(3,599,799)	(3,599,799)	(3,671,549)	(3,671,549)	(3,599,799)	38,449,484	11.68x	1.20x	11.68x				
2043	38,497,085	4,393,183	4,393,183	42,890,269	-	(3,671,549)	(3,671,549)	(3,743,553)	(3,743,553)	(3,671,549)	39,218,720	11.68x	1.20x	11.68x				
2044	39,267,027	4,481,047	4,481,047	43,748,074	-	(3,743,553)	(3,743,553)	-	-	(3,743,553)	40,004,521	11.69x	1.20x	11.69x				
<b>Total</b>	<b>918,498,781</b>	<b>94,447,146</b>	<b>94,447,146</b>	<b>1,012,945,927</b>	<b>(69,251,957)</b>	<b>(76,836,094)</b>	<b>(146,088,051)</b>	<b>(866,857,877)</b>	<b>(866,857,877)</b>	<b>(146,088,051)</b>	<b>866,857,877</b>							

## Miami Beach Convention Center District

Public Finance Cash Flow Analysis

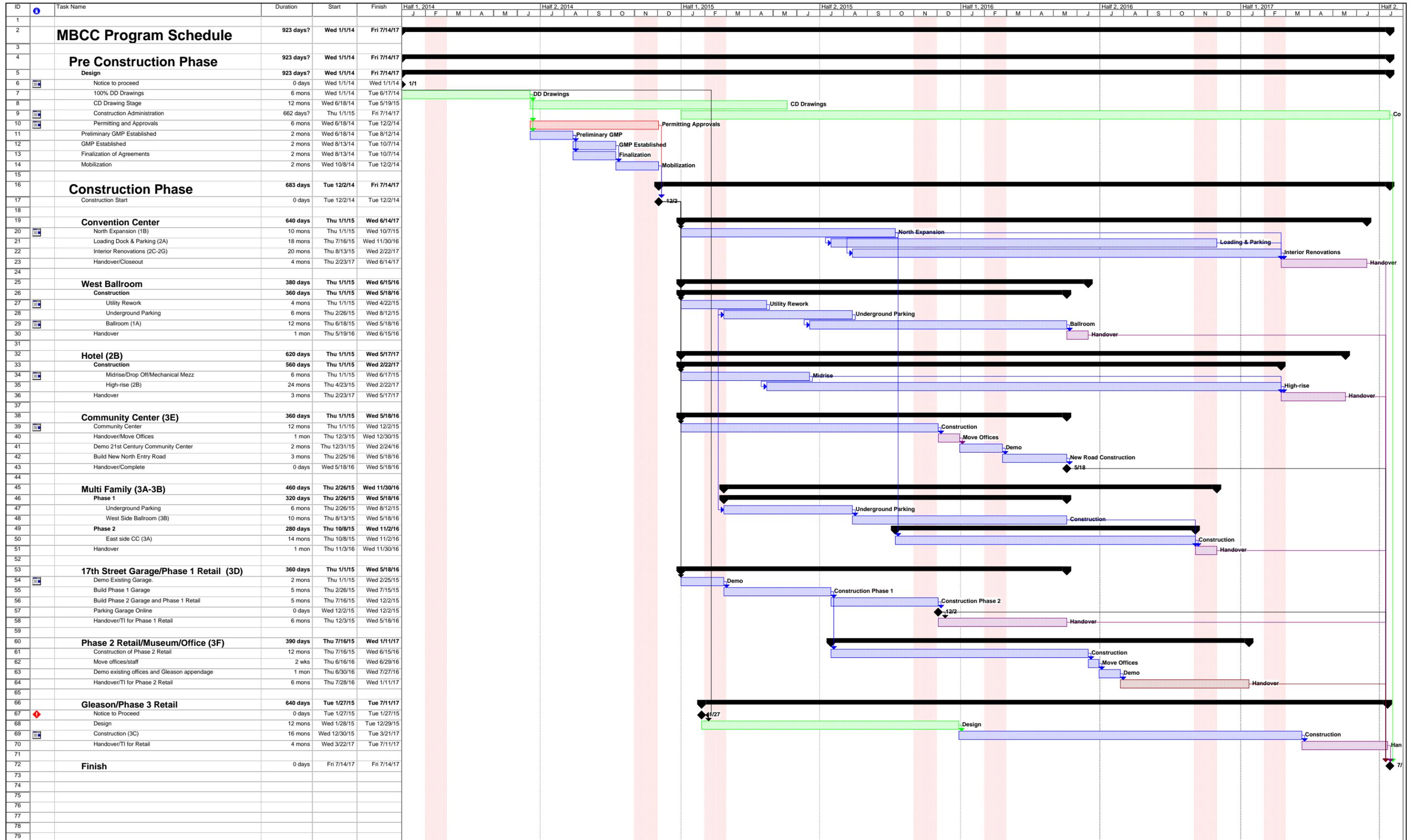
Target Bond Model-Parking



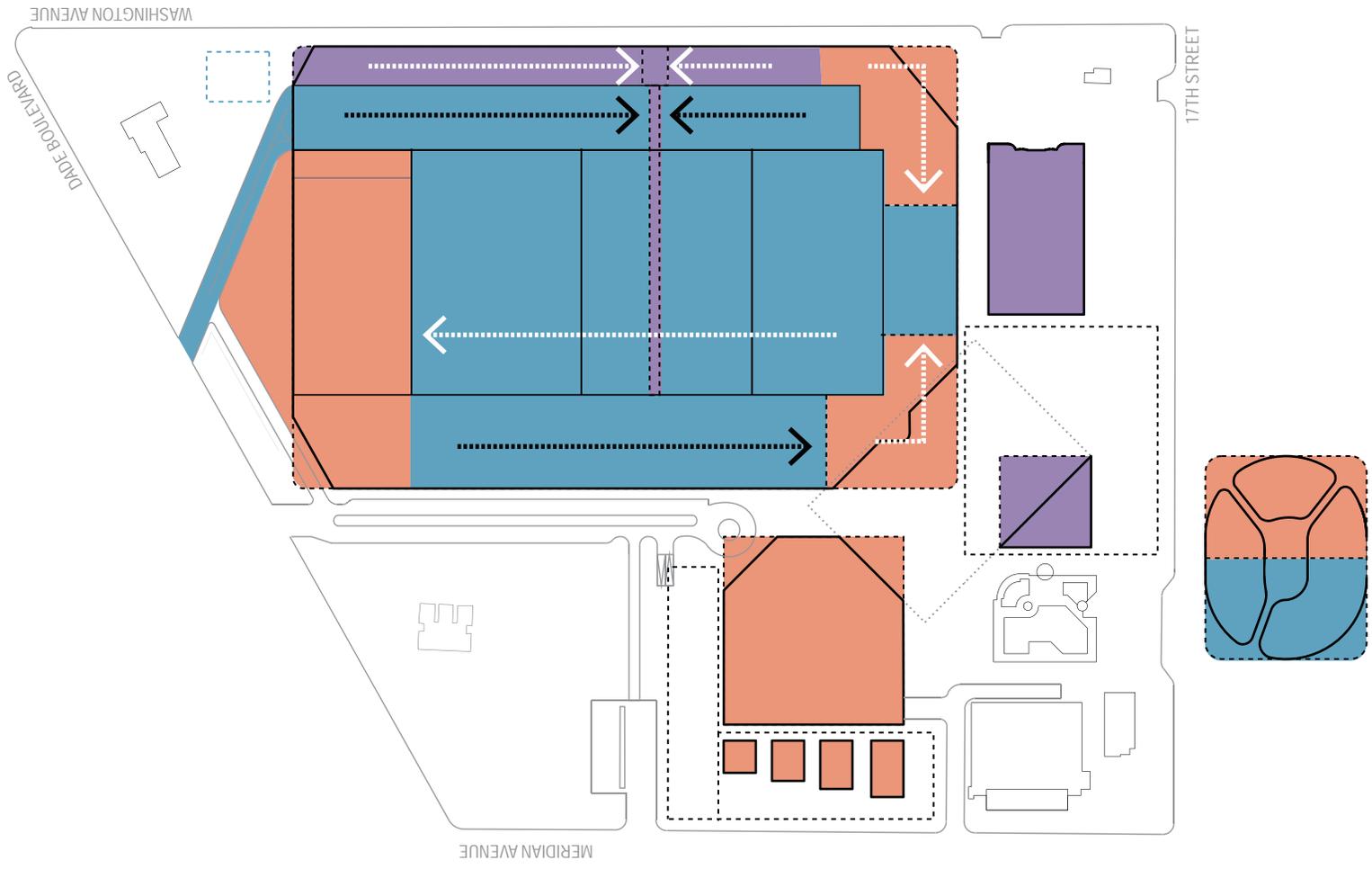
## Summary of Project Generated Property Taxes

Year	Hotel	Retail	Residential	Parking	Total	Total to CMB
2015	\$ 1,337,403	\$ 1,496,927	\$ 337,942	\$ -	\$ 3,172,273	\$ 1,597,239
2016	3,615,445	2,370,215	689,436	470,952	7,146,048	3,598,035
2017	3,688,913	2,417,619	703,225	826,282	7,636,039	3,844,745
2018	3,762,691	2,465,971	717,290	826,282	7,772,234	3,913,320
2019	3,837,945	2,515,291	731,635	912,282	7,997,153	4,026,566
2020	3,914,704	2,565,597	746,268	930,527	8,157,096	4,107,098
2021	3,992,998	2,616,909	761,193	949,138	8,320,238	4,189,240
2022	4,072,858	2,669,247	776,417	968,121	8,486,642	4,273,024
2023	4,154,315	2,722,632	791,946	987,483	8,656,375	2,449,754
2024	4,237,401	2,777,084	807,785	1,007,233	8,829,503	2,498,749
2025	4,322,149	2,832,626	823,940	1,027,377	9,006,093	2,548,724
2026	4,408,592	2,889,278	840,419	1,047,925	9,186,215	2,599,699
2027	4,496,764	2,947,064	857,227	1,068,883	9,369,939	2,651,693
2028	4,586,699	3,006,005	874,372	1,090,261	9,557,338	2,704,727
2029	4,678,433	3,066,125	891,859	1,112,066	9,748,485	2,758,821
2030	4,772,002	3,127,448	909,697	1,134,308	9,943,454	2,813,998
2031	4,867,442	3,189,997	927,891	1,156,994	10,142,323	2,870,278
2032	4,964,791	3,253,797	946,448	1,180,134	10,345,170	2,927,683
2033	5,064,087	3,318,873	965,377	1,203,736	10,552,073	2,986,237
2034	5,165,369	3,385,250	984,685	1,227,811	10,763,115	3,045,961
2035	5,268,676	3,452,955	1,004,379	1,252,367	10,978,377	3,106,881
2036	5,374,049	3,522,014	1,024,466	1,277,415	11,197,945	3,169,018
2037	5,481,530	3,592,455	1,044,955	1,302,963	11,421,903	3,232,399
2038	5,591,161	3,664,304	1,065,855	1,329,022	11,650,342	3,297,047
2039	5,702,984	3,737,590	1,087,172	1,355,603	11,883,348	3,362,988
2040	5,817,044	3,812,342	1,108,915	1,382,715	12,121,015	3,430,247
2041	5,933,385	3,888,588	1,131,093	1,410,369	12,363,436	3,498,852
2042	6,052,052	3,966,360	1,153,715	1,438,576	12,610,704	3,568,829
2043	6,173,094	4,045,687	1,176,790	1,467,348	12,862,918	3,640,206
2044	6,296,555	4,126,601	1,200,325	1,496,695	13,120,177	3,713,010
<b>Total</b>	<b>\$ 141,631,533</b>	<b>\$ 93,442,851</b>	<b>\$ 27,082,718</b>	<b>\$ 32,840,868</b>	<b>\$ 294,997,970</b>	<b>\$ 96,425,068</b>

# Exhibit 11



## PHASING PLAN



- PHASE 1
- PHASE 2
- PHASE 3

## RESTATED SUMMARY DEVELOPMENT BUDGET

Miami Beach Convention Center  
Miami Beach, Florida

	Public			Private			TOTAL DEVELOPMENT
	CONVENTION	PUBLIC PARKING	TOTAL DEVELOPMENT	HOTEL	RETAIL	MULTIFAMILY	
<b>LAND</b>							
1 Predevelopment Costs	\$882,771.07	\$288,734.95	\$1,171,506.02	\$707,609.00	\$590,018.09	\$343,798.42	\$1,641,425.50
2 Land Purchase Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3 Special or Additional Studies	\$282,348.98	\$92,350.12	\$374,699.10	\$226,324.45	\$188,713.71	\$109,961.84	\$525,000.00
4 Entitlement Costs	\$1,656,476.70	\$153,799.02	\$1,810,275.73	\$985,311.21	\$261,389.43	\$394,976.60	\$1,641,677.24
<b>Total Land Costs</b>	<b>\$2,821,596.75</b> 0.55%	<b>\$534,884.10</b> 1.49%	<b>\$3,356,480.84</b> 0.61%	<b>\$1,919,244.65</b> 0.58%	<b>\$1,040,121.22</b> 0.64%	<b>\$848,736.86</b> 0.79%	<b>\$3,808,102.73</b> 0.64%
<b>HARD COSTS</b>							
5 Misc. Developer Site Setup Cost	\$59,158.8	\$19,349.5	\$78,508.4	\$47,420.4	\$39,540.0	\$23,039.6	\$110,000.0
9 Direct Construction Cost	\$351,783,443.21	\$22,553,764.43	\$374,337,207.63	\$170,122,857.14	\$72,609,223.50	\$66,401,102.94	\$309,133,183.58
10 Indirect Construction Costs	\$33,419,427.10	\$2,142,607.62	\$35,562,034.73	\$16,161,671.43	\$6,897,876.23	\$6,308,104.78	\$29,367,652.44
11 Specialty Systems not included in Construction	\$3,517,834.43	\$225,537.64	\$3,743,372.08	\$1,701,228.57	\$726,092.24	\$664,011.03	\$3,091,331.84
14 Fixtures, Furniture & Equipment (FF&E)	\$26,080,440.00	\$0.00	\$26,080,440.00	\$32,000,000.00	\$1,227,620.00	\$2,100,000.00	\$35,327,620.00
15 Operating Supplies & Equipment (OS&E)	\$0.00	\$0.00	\$0.00	\$8,000,000.00	\$0.00	\$0.00	\$8,000,000.00
16 Building Maintenance Equipment included in FF&E for now	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Hard Costs</b>	<b>\$414,860,303.58</b> 80.52%	<b>\$24,941,259.24</b> 69.26%	<b>\$439,801,562.82</b> 79.78%	<b>\$228,033,177.50</b> 69.44%	<b>\$81,500,351.98</b> 50.47%	<b>\$75,496,258.37</b> 70.17%	<b>\$385,029,787.86</b> 64.44%
<b>SOFT COSTS</b>							
7 Design Consultants	\$27,615,000.3	\$1,770,470.5	\$29,385,470.8	\$13,354,644.3	\$5,699,824.0	\$5,212,486.6	\$24,266,954.9
8 Developer Design Phase Consultants	\$552,274.6	\$51,075.3	\$603,349.9	\$286,029.1	\$141,557.1	\$116,213.4	\$543,799.7
12 Developer Consultants during Construction	\$2,032,445.2	\$370,500.0	\$2,402,945.2	\$1,443,285.7	\$758,180.0	\$441,784.9	\$2,643,250.7
13 Purchasing Agent Fees	\$717,212.1	\$0.00	\$717,212.1	\$1,100,000.0	\$33,759.6	\$57,750.0	\$1,191,509.6
17 Business Operating Costs / Fees	\$0.00	\$0.00	\$0.00	\$150,000.0	\$0.00	\$0.00	\$150,000.0
18 Operating Deficit Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$4,735,231.5	\$561,355.2	\$5,296,586.6
19 Marketing / Sales Office / Pre-Opening	\$0.00	\$0.00	\$0.00	\$1,200,000.0	\$16,323,389.9	\$450,000.0	\$17,973,389.9
20 Developer Overhead & Fees	\$14,938,760.2	\$911,300.0	\$15,850,060.2	\$10,433,983.2	\$4,715,012.9	\$3,407,841.6	\$18,556,837.6
21 Use Disturbance Costs	\$22,251,462.8	\$5,634,225.1	\$27,885,687.9	\$30,276,495.3	\$26,779,860.1	\$10,223,048.9	\$67,279,404.4
22 Legal	\$100,000.0	\$0.00	\$100,000.0	\$300,000.0	\$400,000.0	\$50,000.0	\$750,000.0
23 Insurance	\$4,443,559.1	\$278,345.4	\$4,721,904.5	\$2,454,095.8	\$1,092,189.4	\$863,868.7	\$4,410,153.9
24 Taxes	\$0.00	\$0.00	\$0.00	\$6,489,895.4	\$3,472,106.3	\$682,660.5	\$10,644,662.2
25 Working Capital	\$0.00	\$0.00	\$0.00	\$215,547.1	\$179,727.3	\$104,725.6	\$500,000.0
26 General Contingency	\$24,897,933.6	\$1,518,833.4	\$26,416,767.0	\$15,069,506.1	\$6,872,325.4	\$4,947,936.5	\$26,889,768.0
27 Escalation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Soft Costs</b>	<b>\$97,548,647.9</b> 18.93%	<b>\$10,534,749.7</b> 29.25%	<b>\$108,083,397.6</b> 19.61%	<b>\$82,773,482.1</b> 25.21%	<b>\$71,203,163.6</b> 44.09%	<b>\$27,119,671.8</b> 25.21%	<b>\$181,096,317.5</b> 30.31%
<b>FINANCING</b>							
6 Financing	\$0.00	\$0.00	\$0.00	\$3,349,581.1	\$1,647,244.0	\$1,188,869.0	\$6,185,694.1
28 Capitalized Interest	\$0.00	\$0.00	\$0.00	\$12,314,815.3	\$6,103,632.4	\$2,936,414.7	\$21,354,862.4
<b>Total Financing Costs</b>	<b>\$0.00</b> 0.00%	<b>\$0.00</b> 0.00%	<b>\$0.00</b> 0.00%	<b>\$15,664,396.4</b> 4.77%	<b>\$7,750,876.4</b> 4.80%	<b>\$4,125,283.7</b> 3.83%	<b>\$27,540,556.4</b> 4.61%
Total Project Cost	\$515,230,548.2	\$36,010,893.1	\$551,241,441.3	\$328,390,300.6	\$161,494,513.3	\$107,569,950.7	\$597,474,764.5

end

## DEVELOPMENT BUDGET

Miami Beach Convention Center  
Miami Beach, Florida

	Public		Total DEVELOPMENT	Private		Total DEVELOPMENT
	CONVENTION	PUBLIC PARKING		HOTEL	RETAIL	
<b>PROJECT SETUP / STARTUP PHASE</b>						
1	Predevelopment Costs	\$288,734.95	\$1,171,506.02	\$707,609.00	\$590,018.09	\$1,641,425.50
1.01	Predevelopment Costs	882,771.1	1,171,506.0	707,609.0	590,018.1	1,641,425.5
1.02		0.0	0.0	0.0	0.0	0.0
2	Land Purchase Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.01	Ground Lease Negotiations	0.0	0.0	0.0	0.0	0.0
2.02	Broker Fees	0.0	0.0	0.0	0.0	0.0
2.03		0.0	0.0	0.0	0.0	0.0
3	Special or Additional Studies	\$282,348.98	\$374,699.10	\$226,324.45	\$188,713.71	\$525,000.00
3.01	Market Studies	134,451.9	178,428.1	107,773.5	89,863.7	250,000.0
3.02	Geotechnical Survey	0.0	0.0	0.0	0.0	0.0
3.03	Environmental Survey - Phase I	0.0	0.0	0.0	0.0	0.0
3.04	Environmental Survey - Phase II	0.0	0.0	0.0	0.0	0.0
3.05	Topography Study	0.0	0.0	0.0	0.0	0.0
3.06	Boundary Maps	0.0	0.0	0.0	0.0	0.0
3.07	Traffic Study	134,451.9	178,428.1	107,773.5	89,863.7	250,000.0
3.08	Drainage Study	13,445.2	17,842.8	10,777.4	8,986.4	25,000.0
3.09	Flood Certification	\$0.00	0.0	0.0	0.0	0.0
4	Entitlement Costs	\$1,656,476.70	\$1,810,275.73	\$985,311.21	\$261,389.43	\$1,641,677.24
4.01	City Processing Fees	0.0	0.0	0.0	0.0	0.0
4.02	Planning & Zoning Fees / Approvals	0.0	0.0	0.0	0.0	0.0
4.03	Land Disturbance Permit	976,882.9	1,040,113.9	473,572.6	202,478.4	860,588.5
4.04	Building Permit Fee	679,593.8	770,161.8	511,738.6	58,911.0	781,088.7
4.05	Development Impact Fee	0.0	0.0	0.0	0.0	0.0
4.06	Certificate of Occupancy	0.0	0.0	0.0	0.0	0.0
4.07		0.0	0.0	0.0	0.0	0.0
5	Misc. Developer Site Setup Cost	\$59,158.8	\$78,508.4	\$47,420.4	\$39,540.0	\$110,000.0
5.01	Site Security	0.0	0.0	0.0	0.0	0.0
5.02	Fencing	53,780.8	71,371.3	43,109.4	35,945.5	100,000.0
5.03	Project Identification Signage	5,378.1	7,137.1	4,310.9	3,594.5	10,000.0
5.04	Water Service Distribution to Site	0.0	0.0	0.0	0.0	0.0
5.05	Sewer Service Distribution to Site	0.0	0.0	0.0	0.0	0.0
5.06	Electrical Distribution to Site	0.0	0.0	0.0	0.0	0.0
5.07	Gas Distribution to Site	0.0	0.0	0.0	0.0	0.0
5.08	Telephone Distribution to Site	0.0	0.0	0.0	0.0	0.0
5.09	Cable TV Distribution to Site	0.0	0.0	0.0	0.0	0.0
5.10	Easements for Utility Distribution	0.0	0.0	0.0	0.0	0.0
6	Financing	\$0.0	\$0.0	\$3,349,581.1	\$1,647,244.0	\$6,185,694.1
6.01	Loan Closing Cost	0.0	0.0	1,970,341.8	968,967.1	3,638,643.6
6.02	Flood Certificate / Inspection Fees	0.0	0.0	0.0	0.0	0.0
6.03	Appraisal Fee	0.0	0.0	0.0	0.0	0.0
6.04	Loan Origination Fees	0.0	0.0	0.0	0.0	0.0
6.05	Lenders Title Insurance / Title Policy	0.0	0.0	0.0	0.0	0.0
6.06	Construction Inspection Fees	0.0	0.0	0.0	0.0	0.0
6.07	Market Study	0.0	0.0	0.0	0.0	0.0
6.08	Debt Placement Fee	0.0	0.0	1,379,239.3	678,277.0	2,547,050.5
6.09	Equity Placement Fee	N/A	0.0	0.0	0.0	0.0
6.10	Public Financing Fees (75 Bpts Paid via Muni Capacity)	0.0	0.0	0.0	0.0	0.0
6.11	Interest Rate Swap / Cap Charges	0.0	0.0	0.0	0.0	0.0
<b>TOTAL PROJECT SETUP COSTS</b>		<b>\$2,880,755.56</b>	<b>\$3,434,989.23</b>	<b>\$5,316,246.09</b>	<b>\$2,726,905.28</b>	<b>\$10,103,796.80</b>
<b>DESIGN PHASE</b>						
7	Design Consultants	\$27,615,000.3	\$29,385,470.8	\$13,354,644.3	\$5,699,824.0	\$24,266,954.9
7.01	Architect & Consultants	24,624,841.0	26,203,604.5	11,908,600.0	5,082,645.6	21,639,322.9
7.02	Design Reimbursables	1,758,917.2	1,871,686.0	850,614.3	363,046.1	1,545,665.9
7.03	Design Contingency	1,231,242.1	1,310,180.2	595,430.0	254,132.3	1,081,966.1
8	Developer Design Phase Consultants	\$552,274.6	\$603,349.9	\$286,029.1	\$141,557.1	\$543,799.7
8.01	Peer Reviews	492,496.8	524,072.1	238,172.0	107,652.9	432,786.5
8.02	LEED Consultant	0.0	0.0	0.0	0.0	0.0
8.03	Art Consultant	59,777.8	79,277.8	47,857.1	39,904.2	111,013.2
<b>TOTAL DESIGN PHASE COSTS</b>		<b>\$28,167,274.91</b>	<b>\$29,988,820.69</b>	<b>\$13,640,673.43</b>	<b>\$5,841,381.17</b>	<b>\$24,810,754.56</b>
<b>CONSTRUCTION PHASE</b>						
9	Direct Construction Cost	\$351,783,443.21	\$374,337,207.63	\$170,122,857.14	\$72,609,223.50	\$309,133,183.56
9.01	Sitework	0.0	0.0	0.0	0.0	0.0
9.02	New Construction	204,839,864.2	204,839,864.2	156,640,000.0	35,280,000.0	247,802,352.9
9.03	Renovation	141,184,661.7	141,184,661.7	0.0	0.0	0.0
9.04	Above Grade Parking	0.0	15,757,500.0	13,482,857.1	37,329,223.5	57,618,330.6
9.05	Off site Infrastructure	4,000,000.0	4,000,000.0	0.0	0.0	0.0
9.06	DELOS Certification	1,758,917.2	1,758,917.2	0.0	0.0	0.0
9.07	Below Grade Parking	0.0	6,796,264.4	0.0	0.0	0.0
10	Indirect Construction Costs	\$33,419,427.10	\$35,562,034.73	\$16,161,671.43	\$6,897,876.23	\$29,367,652.44
10.01	General Requirements	0.0	0.0	0.0	0.0	0.0
10.02	Bond, Insurance & Licenses	0.0	0.0	0.0	0.0	0.0
10.03	Construction Contingency	0.0	0.0	0.0	0.0	0.0
10.04	General Conditions	24,624,841.0	26,203,604.5	11,908,600.0	5,082,645.6	21,639,322.9
10.05	Fee	8,794,586.1	9,358,430.2	4,253,071.4	1,815,230.6	7,728,329.6
11	Specialty Systems not included in Construction	\$3,517,834.43	\$3,743,372.08	\$1,701,228.57	\$726,092.24	\$3,091,331.84
11.01	Telephone	0.0	0.0	0.0	0.0	0.0
11.02	MATV/CATV	0.0	0.0	0.0	0.0	0.0
11.03	AV	0.0	0.0	0.0	0.0	0.0
11.04	Security	0.0	0.0	0.0	0.0	0.0
11.05	General Signage	0.0	0.0	0.0	0.0	0.0
11.06	Public Art	3,517,834.4	3,743,372.1	1,701,228.6	726,092.2	3,091,331.8
12	Developer Consultants during Construction	\$2,032,445.2	\$2,402,945.2	\$1,443,285.7	\$758,180.0	\$2,643,250.7
12.01	Forensic Engineering	0.0	0.0	0.0	0.0	0.0
12.02	Building Commissioning	896,667.0	896,667.0	534,000.0	0.0	534,000.0
12.03	Testing & Inspections	896,667.0	1,189,167.0	717,857.1	598,563.2	1,665,197.9
12.04	QA/QC Consultant	0.0	0.0	0.0	0.0	0.0
12.05	Admin. Forensic Audit	239,111.2	317,111.2	191,428.6	159,616.9	444,052.8
12.06	Asbuilt Professional Photography	29,888.9	39,638.9	23,928.6	19,952.1	55,506.6
<b>TOTAL CONSTRUCTION PHASE COSTS</b>		<b>\$390,763,149.94</b>	<b>\$416,045,559.63</b>	<b>\$189,429,042.86</b>	<b>\$80,991,372.01</b>	<b>\$344,235,418.54</b>

# Exhibit 13 Cont.

## DEVELOPMENT BUDGET

Miami Beach Convention Center  
Miami Beach, Florida

	Public		Private		Total DEVELOPMENT
	CONVENTION	PUBLIC PARKING	HOTEL	RETAIL	
<b>TRANSITION TO OPERATIONS PHASE</b>					
13 Purchasing Agent Fees	\$717,212.1	\$0.0	\$1,100,000.0	\$33,759.6	\$1,191,509.6
13.01 Purchasing Agent Fees (FF&E)	717,212.1	0.0	880,000.0	33,759.6	971,509.6
13.02 Purchasing Agent Fees (OS&E)	0.0	0.0	220,000.0	0.0	220,000.0
14 Fixtures, Furniture & Equipment (FF&E)	\$26,080,440.0	\$0.00	\$32,000,000.00	\$1,227,620.00	\$35,327,620.00
14.01 Convention Center	23,080,440.0	0.0	0.0	0.0	0.0
14.02 Convention Center - Exhibit Space	0.0	0.0	0.0	0.0	0.0
14.03 Convention Center - Other	0.0	0.0	0.0	0.0	0.0
14.04 Hotel Guestrooms	0.0	0.0	28,000,000.0	0.0	28,000,000.0
14.05 Hotel Public Space	0.0	0.0	4,000,000.0	0.0	4,000,000.0
14.06 General Common Areas	0.0	0.0	0.0	0.0	0.0
14.07 Kitchen Equipment	3,000,000.0	0.0	0.0	0.0	0.0
14.08 Laundry Equipment	0.0	0.0	0.0	0.0	0.0
14.09 Parking Equipment	0.0	0.0	0.0	0.0	0.0
14.10 Cultural Center	0.0	0.0	0.0	1,227,620.0	1,227,620.0
14.11 Multifamily	0.0	0.0	0.0	0.0	2,100,000.0
15 Operating Supplies & Equipment (OS&E)	\$0.00	\$0.00	\$8,000,000.00	\$0.00	\$8,000,000.00
15.01 Hotel Operating Supplies & Equipment	0.0	0.0	8,000,000.0	0.0	8,000,000.0
15.02 Convention Center	0.0	0.0	0.0	0.0	0.0
15.03 Convention Center - Exhibit Space	0.0	0.0	0.0	0.0	0.0
15.04 Convention Center - Other	0.0	0.0	0.0	0.0	0.0
15.05 Cultural Center	0.0	0.0	0.0	0.0	0.0
15.06 Multifamily	0.0	0.0	0.0	0.0	0.0
16 Building Maintenance Equipment	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
16.01 Trash Compactor Equipment	0.0	0.0	0.0	0.0	0.0
16.02 Cardboard Bailer	0.0	0.0	0.0	0.0	0.0
16.03 Grounds Maintenance Equipment / Supplies	0.0	0.0	0.0	0.0	0.0
16.04 Pool / Spa Maintenance Equipment / Supplies	0.0	0.0	0.0	0.0	0.0
16.05 Building Engineer Supplies / Maint. Equipment	0.0	0.0	0.0	0.0	0.0
16.06 Window Washing Equipment	0.0	0.0	0.0	0.0	0.0
17 Business Operating Costs / Fees	\$0.0	\$0.0	\$150,000.0	\$0.0	\$150,000.0
17.01 Business Licenses	0.0	0.0	150,000.0	0.0	150,000.0
17.02 Operating Permits	0.0	0.0	0.0	0.0	0.0
17.03 Technical Services Fee	0.0	0.0	0.0	0.0	0.0
17.04 Technical Services Reimbursables	0.0	0.0	0.0	0.0	0.0
17.05 Franchise Fees	0.0	0.0	0.0	0.0	0.0
17.06 Owner's Representative	0.0	0.0	0.0	0.0	0.0
17.07 CDS Show Creation and Production	0.0	0.0	0.0	0.0	0.0
18 Operating Deficit Reserve	\$0.0	\$0.0	\$0.0	\$4,735,231.5	\$5,296,586.6
18.01 Operating Deficit Reserve	0.0	0.0	0.0	4,735,231.5	5,296,586.6
18.02	0.0	0.0	0.0	0.0	0.0
19 Marketing / Sales Office / Pre-Opening	\$0.0	\$0.0	\$1,200,000.0	\$16,323,389.9	\$17,973,389.9
19.01 Hotel	0.0	0.0	1,200,000.0	0.0	1,200,000.0
19.02 Multifamily	0.0	0.0	0.0	0.0	450,000.0
19.03 Entertainment	0.0	0.0	0.0	0.0	0.0
19.04 Retail	0.0	0.0	0.0	0.0	0.0
19.05 Tenant Improvements	0.0	0.0	196,000.0	0.0	196,000.0
19.06 Leasing Commissions	0.0	0.0	7,478,405.4	8,648,984.5	7,478,405.4
19.06 Leasing Commissions	0.0	0.0	0.0	0.0	8,648,984.5
<b>TOTAL TRANSITION COSTS</b>	<b>\$26,797,652.1</b>	<b>\$0.0</b>	<b>\$42,450,000.0</b>	<b>\$22,320,001.0</b>	<b>\$67,939,106.1</b>
<b>GENERAL</b>					
20 Developer Overhead & Fees	\$14,938,760.2	\$911,300.0	\$10,433,983.2	\$4,715,012.9	\$18,556,837.6
20.01 Developer's Fee	9,959,173.4	607,533.4	5,962,276.1	2,694,293.1	10,603,907.2
20.02 Developer's Overhead	4,979,586.7	303,766.7	2,981,138.1	1,347,146.5	5,301,953.6
20.03 Completion Guarantee	0.0	0.0	1,490,569.0	673,573.3	2,650,976.8
21 Use Disturbance Costs	\$22,251,462.8	\$5,634,225.1	\$30,276,495.3	\$26,779,860.1	\$67,279,404.4
21.01 Public Parking Revenue Loss	0.0	0.0	3,276,315.8	2,731,855.6	7,600,000.0
21.02 Office Relocation Costs	0.0	0.0	3,937,270.0	1,912,959.3	9,133,201.3
21.03 Gleason Renovation	0.0	0.0	9,235,324.0	0.0	18,470,647.9
21.04 Public Park Costs	17,271,876.1	5,634,225.1	13,827,585.5	11,529,708.6	32,075,555.1
21.05 MBCC D/B oversight costs	4,979,586.7	0.0	0.0	0.0	0.0
22 Legal	\$100,000.0	\$0.0	\$300,000.0	\$400,000.0	\$750,000.0
22.01 Legal	100,000.0	0.0	300,000.0	400,000.0	750,000.0
23 Insurance	\$4,443,559.1	\$278,345.4	\$2,454,095.8	\$1,092,189.4	\$863,868.7
23.01 Builders Risk	1,953,765.7	126,462.0	947,145.2	404,956.9	369,075.0
23.02 General Liability	1,244,896.7	75,941.7	753,475.3	343,616.3	1,344,488.4
23.03 Professional Liability	1,244,896.7	75,941.7	753,475.3	343,616.3	1,344,488.4
24 Taxes	\$0.0	\$0.0	\$6,489,895.4	\$3,472,106.3	\$10,644,662.2
24.01 2014 - Year 1	0.0	0.0	0.0	0.0	0.0
24.02 2015 - Year 2	0.0	0.0	1,337,403.1	1,496,927.4	3,172,272.8
24.03 2016 - Year 3	0.0	0.0	3,615,445.3	1,975,178.9	5,935,342.4
24.04 2017 - Year 4	0.0	0.0	1,537,047.0	0.0	1,537,047.0
24.05 2018 - Year 5	0.0	0.0	0.0	0.0	0.0
25 Working Capital	\$0.0	\$0.0	\$215,547.1	\$179,727.3	\$500,000.0
25.01 Working Capital	0.0	0.0	215,547.1	179,727.3	500,000.0
26 General Contingency	\$24,897,933.6	\$1,518,833.4	\$15,069,506.1	\$6,872,325.4	\$26,889,768.0
26.01 Developer's Project Contingency	24,897,933.6	1,518,833.4	15,069,506.1	6,872,325.4	26,889,768.0
27 Escalation	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
27.01 Escalation	0.0	0.0	0.0	0.0	0.0
<b>TOTAL GENERAL COSTS</b>	<b>\$66,631,715.7</b>	<b>\$8,342,704.0</b>	<b>\$65,239,522.9</b>	<b>\$43,511,221.4</b>	<b>\$129,030,826.12</b>
<b>TOTAL BEFORE INTEREST</b>					
	\$515,230,548.2	\$36,010,893.1	\$316,075,485.3	\$155,390,880.9	\$576,119,902.2
28 Capitalized Interest	\$0.0	\$0.0	\$12,314,815.3	\$6,103,632.4	\$21,354,862.4
28.01 Senior Debt Interest	0.0	0.0	12,314,815.3	6,103,632.4	21,354,862.4
28.02 Mezz Debt Interest	0.0	0.0	0.0	0.0	0.0
28.03	0.0	0.0	0.0	0.0	0.0
<b>TOTAL PROJECT COST</b>	<b>\$515,230,548.2</b>	<b>\$36,010,893.1</b>	<b>\$328,390,300.6</b>	<b>\$161,494,513.3</b>	<b>\$597,474,764.5</b>

end

## Public Component Pre-Construction Costs Up to GMP

### Project Startup Costs:

Pre Development	\$	1,171,500
Market/Environmental Studies	\$	374,700
Entitlement Costs	\$	1,820,000
Misc. Site costs	\$	100,000
	<hr/>	
	\$	3,466,200

### Design Costs:

Architect & Consultants	\$	12,070,800
Design Reimbursables	\$	983,000
Design Contingency	\$	590,000
Peer Reviews	\$	235,800
Art Consultant	\$	33,000
	<hr/>	
	\$	13,912,600

### General Costs:

Developers Fee/Overhead	\$	243,000
MBCC oversight	\$	100,000
Legal/Insurance	\$	150,000
Contingency	\$	405,000
	<hr/>	
	\$	898,000

<b>Total</b>	<b>\$</b>	<b>18,276,800</b>
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## Public Amenities Maintenance

A Year	B Private Contribution	C City Contribution	D Maintenance Cost	=B-C-D	
				E Excess	F Cumulative Balance
2017	585,027	389,162	974,189	-	-
2018	833,083	170,331	1,003,415	-	-
2019	903,985	119,498	1,023,483	-	-
2020	950,858	93,095	1,043,953	-	-
2021	980,027	84,805	1,064,832	-	-
2022	1,009,277	76,851	1,086,128	-	-
2023	1,039,389	68,462	1,107,851	-	-
2024	1,070,404	59,603	1,130,008	-	-
2025	1,102,350	50,258	1,152,608	-	-
2026	1,135,254	40,406	1,175,660	-	-
2027	1,169,146	30,028	1,199,173	-	-
2028	1,204,054	19,103	1,223,157	-	-
2029	1,240,009	7,611	1,247,620	-	-
2030	1,277,043	-	1,272,572	4,471	4,471
2031	1,302,584	-	1,298,024	4,560	9,031
2032	1,328,636	-	1,323,984	4,652	13,683
2033	1,355,209	-	1,350,464	4,745	18,428
2034	1,382,313	-	1,377,473	4,840	23,267
2035	1,409,959	-	1,405,023	4,936	28,203
2036	1,438,158	-	1,433,123	5,035	33,238
2037	1,466,921	-	1,461,786	5,136	38,374
2038	1,496,260	-	1,491,021	5,238	43,613
2039	1,526,185	-	1,520,842	5,343	48,956
2040	1,556,709	-	1,551,259	5,450	54,406
2041	1,587,843	-	1,582,284	5,559	59,965
2042	1,619,600	-	1,613,929	5,670	65,635
2043	1,651,992	-	1,646,208	5,784	71,419
2044	1,685,032	-	1,679,132	5,899	77,318

PORTMAN - CMC

April 30, 2013

City of Miami Beach  
Attn: City of Miami Beach Commissioners & SAG  
1700 Convention Center Drive  
Miami Beach, Florida 33139

RE: Miami Beach Convention Center District

To Whom It May Concern,

Please have this letter serve as the commitment of Portman-CMC Group to act as Master Developer and sponsor of the proposed Miami Beach Convention Center District master plan.

As such, Portman-CMC is committed to investing up to 20% (up to \$45 Million based on current program) of the required equity capital for the private components of the project.

We look forward to constructing a transformational project for the City of Miami Beach.

With best regards,

Portman Holdings, LLC



Amrish Baisiwala  
Chief Executive Officer

CMC Group



Art Murphy  
Chief Financial Officer

303 Peachtree Center Avenue NE · Suite 575 · Atlanta, Georgia 30303  
Tel: 404. 614. 5252 | Fax: 404. 614. 5400

**Exhibit 17A**  
**Equity Expressions of Interest**

April 29, 2013

Portman-CMC  
c/o Portman Holdings, LLC  
303 Peachtree Center Avenue, Suite 575  
Atlanta, GA 30303

Attention: John C. Portman, IV, Vice President, Capital Markets of Portman Holdings  
Ugo Colombo, President of CMC Group

Re: Miami Beach Convention Center District Redevelopment

Dear John and Ugo:

We are very pleased that you have been selected as one of the finalists for this exciting mixed-use project to be developed in the heart of Miami beach. AREA, which has a history of working on large-scale, urban mixed-use projects such as New York's iconic Time Warner Center, is excited to work with you as a financial partner across all of the project's components.

AREA, founded in 1993, is a leading international real estate investor with a long history of both mixed-use development transactions and hospitality expertise. Over its history, AREA has invested approximately \$14 billion of equity into approximately \$60 billion of transactions on behalf of some of the world's leading institutional investors. AREA currently manages approximately \$7 billion of equity across the United States, Europe and India.

AREA has significant expertise developing and owning comparable properties, including the Hilton Orlando (at the convention center), the Omni at Championsgate and the Hyatt Regency New Orleans. In addition, AREA, in conjunction with a local developer, was recently selected to be the developer of the Houston Marriott Marquis, a to-be-constructed 1,000 room convention center hotel. Further, AREA has previously invested in two iconic Miami hotel assets, the Delano and the Fontainebleau.

In addition, AREA is currently an owner of approximately 1,300 recently developed multifamily apartments within the Miami metropolitan area, and has seen firsthand the growth of demand in this thriving marketplace and the vibrancy of the city.

We have reviewed your financial analysis and based on those projections, as well as the exceptional reputation of the sponsorship group, we are enthusiastic about moving forward to negotiate definitive transaction documents once the Portman-CMC group is selected to be the developer.

Sincerely,



Lee Neibart

April 26, 2013

John C. Portman, IV and Ugo Colombo  
Portman-CMC  
c/o Portman Holdings, LLC  
303 Peachtree Center Avenue, Suite 575  
Atlanta, GA 30303

**RE: Miami Beach Convention Center District Redevelopment**

Dear John and Ugo,

Over the past few weeks, Northwood Acquisitions LLC (“Northwood”) has been evaluating the Portman-CMC Masterplan for the redevelopment of the Miami Beach Convention Center (the “Project”). Northwood has reviewed the conceptual and financial analysis of the redevelopment and believes that a successful redevelopment would meet demand in the market and has the potential to provide an appropriate risk-adjusted return to a potential investor. Additionally, we know of the long and successful track record established by Portman Holdings and CMC Group, and based on these accomplishments we believe in their ability to execute the Project.

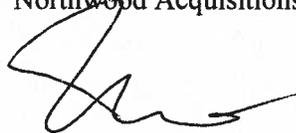
Northwood was founded in 2006 by John Z. Kukral, the former President and CEO of Blackstone Real Estate Advisors. We are a privately-held investment advisor which operates an approximately \$2.8 billion fully discretionary real estate investment vehicle. Our current portfolio consists of over 20 separate investments totaling nearly \$3 billion of asset value. Northwood Investors is a long-term focused real estate investor and, as a result, invests in its properties with a strong view toward asset preservation.

Northwood and its principals have had significant experience investing in Southern Florida and are very familiar with the Miami Beach market. Additionally, we have prior experience investing in all asset classes contemplated in the Convention Center District Redevelopment. As a result, we would have interest in all components of the Project and currently have sufficient discretionary capital to meet the Project’s requirements.

After having reviewed Portman-CMC’s development plan, Northwood believes the proposed project will successfully activate the Convention Center District and will bring significant benefits to the City of Miami Beach. Upon selection of Portman-CMC as Master Developer, Northwood will be in a position to expeditiously complete our due diligence, secure all internally required approvals, and work through venture documentation with Portman-CMC. We look forward to working on this exciting project.

Sincerely,

Northwood Acquisitions LLC



Shiva Viswanathan  
Vice President



April 30, 2013

Portman-CMC  
C/o Portman Holdings, LLC  
303 Peachtree Center Avenue, Suite 575  
Atlanta, GA 30303

Attention: Ugo Colombo, President of CMC Group  
John C. Portman, IV, Vice President, Capital Markets of Portman Holdings

RE: Miami Beach Convention Center District Redevelopment

Dear Ugo and John:

We appreciate the opportunity to discuss your plans for the Miami Beach Convention Center District Redevelopment and USAA Real Estate Company's (Realco) interest in joining the outstanding team that you have assembled. Realco was founded in 1982 as the investment arm of insurance and financial services company, USAA. With over \$12 billion in assets under management, Realco provides capital to partners for development as well as co-investment asset management services to foreign and domestic institutional investors. Realco's portfolio consists of office, medical office, industrial, multi-family, retail and hotel properties as well as investments in real estate operating companies. Miami continues to be a high priority investment location for us where we have held significant real estate investments for over 20 years and currently have investments valued at over \$300 million.

We have reviewed your investment offering for the convention center redevelopment and are very impressed with the concept and vision. We are confident that this project will be well received by the market and prove to be a successful investment. Based on your track record and previous projects, we are confident that the Portman/CMC team will perform in an outstanding fashion. Our particular interests lie in the residential apartment and retail components of the overall redevelopment project. We have reviewed your financial analysis and these two areas are where Realco would have interest in joint venturing and providing the development capital. Once the Portman/CMC team has been chosen for the project, we would be prepared to complete our due diligence and subject to appropriate documentation of a joint venture to develop the residential and retail components, we would proceed with obtaining final approval by our Investment Committee. We are prepared to act in an expeditious manner to put the financial structure in place to make this a successful project.

Please let me know if there are further ways USAA Real Estate Company can support Portman/CMC's effort to be chosen as the successful master developer of the project.

Sincerely,

Len O'Donnell  
President  
USAA Real Estate Company

**P. James Mehalso**  
Managing Director

**Prudential Real Estate Investors**  
3348 Peachtree Road, Suite 1100 GA 30326  
Tel 404 704-3792  
Fax 404 704-3812  
pjames.mehalso@prudential.com

A business of Prudential Financial, Inc.

April 30<sup>th</sup>, 2013

Portman-CMC  
c/o Portman Holdings, LLC  
303 Peachtree Center Avenue, Suite 575  
Atlanta, GA 30303

Attention: John C. Portman, IV, Vice President, Capital Markets for Portman  
Ugo Colombo, President CMC Group

Re: Miami Beach Convention Center District Redevelopment

Dear John and Ugo,

This letter shall serve as an expression of interest Prudential Real Estate Investors has in participation with you in the redevelopment of the Miami Beach Convention Center District. We recognize the importance of this Project to the City of Miami Beach as well as to Portman-CMC and we are confident that Portman-CMC has the development expertise and capabilities for this prominent project. Prudential Real Estate Investors (PREI) has over \$30 billion invested in commercial real estate on a global basis, with most of that in the US. PREI invests on behalf of third party clients. In the US, we represent seven active funds ranging from core equity to mezzanine debt.

I have discussed the opportunity with several of our funds and have initial interest from at least two. One fund, PRISA, is a \$13 billion comingled fund where PREI has total investment discretion. The other, PRISA III, is a \$5 billion fund where we also have full investment discretion. Both the rental apartment development and potentially the retail development portion of the overall plan are within both funds' "box".

As you may or may not know, PREI has been very active in South Florida over the past 20 years or so. I have personally invested more than \$5 billion in the market. Recent investments include purchase of the 1111 Brickell Office building, an equity investment in an apartment development with Related in Doral, 350,000 sf of warehouse space in International Corporate Park, land for development of an additional 220,000 sf of warehouse space in west Dade County, and equity investments in four other apartment development deals in Broward and Palm Beach Counties with Alliance, Related, and Stiles. I would encourage you to speak with Jorge Perez, Terry Stiles, Manny DeZarraga, and others about our capabilities.

We have reviewed the initial information as presented to us by Brookfield Financial and are very interested in taking the next step should you be selected as master developer. Our typical structure is one in which the PREI client invests between 80% and 90% of the required equity in a JV with the developer, with a promote structure to the developer based upon performance. Once you are awarded the development, we can dig further into the numbers and present a JV structure for consideration.

Please let me know if there is anything else you need from PREI at this time.

Look forward to hearing from you soon, and best of luck to you with the City of Miami Beach.

Regards,



Jim Mehalso  
Managing Director  
Prudential Real Estate Investors



AIG Global Real Estate  
32 Old Slip, 28<sup>th</sup> Floor  
New York, NY 10005  
www.aig.com

Mark Hertz  
Managing Director  
T +1.646.857.2262  
F +1.646.857.2310  
mark.hertz@aig.com

April 30, 2013

Portman-CMC  
c/o Portman Holdings, LLC  
303 Peachtree Center Avenue, Suite 575  
Atlanta, GA 30303

Attention: John C. Portman, IV, Vice President, Capital Markets of Portman Holdings ("Portman")

Ugo Colombo, President of CMC Group ("CMC" and together with Portman, the "Company")

RE: Miami Beach Convention Center District Redevelopment – Multi-Family and Retail Components (the "Project")

Dear Messrs.' Portman and Colombo:

Pursuant to our conversations regarding the Project, AIG Global Real Estate Investment Corp. ("AIGGRE"), a subsidiary of American International Group, Inc., is very interested in the possibility of pursuing a joint venture relationship with the Company to develop the Project. At the moment, we are particularly interested in the retail and multifamily components of the Project.

We have reviewed the Project summary provided by the Company. We are currently in the process of reviewing the underwriting for the Project and our preliminary diligence suggests that the Project meets the profile of the type of investments that we are currently pursuing. Assuming that the Company is selected as the master developer for the Project and our underwriting and due diligence does not reveal any material issues and confirms the Project will lie within our investment guidelines we would be in position to recommend for the submittal of the Project to our investment committees for review and approval.

As you know, we have a prior relationship with Portman and we look forward to forging new ground in our continuing relationship with the possibility to undertake a new joint venture with Portman to develop the Project. In addition,



we are well aware of the CMC's Group's stellar track record of developing properties in the Miami area. As a result, the strength of the combined Portman/CMC sponsorship group is one of the key reasons we are interested in participating in the Project.

This letter shall not be deemed to constitute or form the basis of an offer, acceptance, counteroffer, agreement or other binding obligation and shall not create any obligation or liability (including any obligation to start or continue negotiations), and no course of conduct or dealing (including discussions, negotiations, e-mails or other correspondence or the exchange of any other documents) shall create any binding obligations.

Please keep me apprised of your progress with the City of Miami Beach.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Hertz", with a stylized flourish extending from the end of the name.

Mark Hertz

**CANYON CAPITAL REALTY ADVISORS LLC**

2000 Avenue of the Stars, 11<sup>th</sup> Floor  
Los Angeles, California 90067

April 30, 2013

Portman-CMC

c/o Portman Holdings, LLC

303 Peachtree Center Avenue, Suite 575

Atlanta, GA 30303

Attention: John C. Portman, IV, Vice President, Capital Markets of Portman Holdings  
Ugo Colombo, President of CMC Group

**Re: Miami Beach Convention Center District Redevelopment**

Dear John and Ugo:

I am writing to confirm that Canyon Capital Realty Advisors LLC (“CCRA”) has been working with you (“Sponsor”), regarding your potential redevelopment of the Miami Beach Convention Center (the “Property”). In connection therewith, CCRA is interested in providing preferred equity to finance the redevelopment of the Property. CCRA has the expertise and ability to provide capital for the key components of the project (hotel, retail, office, multifamily and entertainment), but CCRA has particular interest in the hospitality component. Of course, any transaction between CCRA and Sponsor will be subject to the satisfactory completion of CCRA’s standard closing conditions and the execution and delivery of a mutually acceptable definitive agreement between the parties.

By way of background, CCRA, and its affiliates, including Canyon Capital Advisors LLC (collectively “Canyon”) are money management firms and registered investment advisors headquartered in Los Angeles, California, with approximately \$20 billion in assets under management, including \$3 billion in capital committed to Canyon’s real estate funds. Since 1990, Canyon has completed over \$5.5 billion of investments involving 303 commercial real estate and mortgage assets with a total value of over \$13.8 billion. These investments cover a wide range of real estate property types including industrial, office, retail, self-storage, multi-family, hospitality, medical office, mobile home and mixed use. Canyon currently has over \$750 million of capital available for new real estate investments across its various platforms.

Canyon’s real estate funds have capital available to provide debt and equity to those seeking immediate capital or liquidity, including, among others, real estate owners, developers, and operators; private equity real estate funds, hedge funds, and mezzanine funds; mortgage and equity REITs; and publicly-traded and privately-held corporations. Canyon’s current real estate investment vehicles include (i) the Value Mortgage Separate Accounts, which specialize in (a) providing senior and mezzanine mortgage capital to established real estate owner/operators and corporations in time-sensitive and complicated transactions as well as (b) purchasing or investing in real estate mortgages, mortgage-related instruments, and corporate finance-related real estate securities, (ii) the Canyon-Johnson Urban Funds, which are joint ventures with Earvin “Magic” Johnson and which are some of the country’s largest private real estate funds focused on

Canyon Capital Realty Advisors LLC  
April 30, 2013

providing debt and equity in urban communities, (iii) the Canyon-Agassi Charter School Facilities Fund, a joint venture with Andre Agassi's Agassi Ventures which will promote the success and growth of best-in-class charter schools by acting as a for-profit "bridge developer" of educational facilities, and (iv) the Canyon Multifamily Impact Fund, which invests in multifamily developments located in underserved communities.

Canyon is a well suited capital provider for this transaction given (a) Canyon's deep and long standing experience in all real estate asset classes, but particularly in hotel assets, (b) Canyon's expertise in providing both debt and equity for complicated construction projects, and (c) Canyon's long history of investing in Florida. Since inception, Canyon has deployed over \$1.1 billion in the hospitality sector in 39 transactions, many of which were construction or redevelopment projects. Additionally, Canyon has been extremely active in investing in Florida, having deployed over \$693 million in Florida in 35 transactions since inception. As a seasoned real estate investor, Canyon is confident of its abilities to move swiftly and efficiently in assisting Sponsor in its redevelopment of the Property.

Canyon has reviewed the Sponsor's plans and financial analysis for the redevelopment and has confidence that the proposed project will be well-received in the market. Additionally, Canyon has a high level of confidence in the Sponsor's ability to execute on its business plan given that both Portman and CMC are best-in-class developers. Canyon believes that the City of Miami Beach would be well-served by selecting the Portman-CMC team as the Master Developer for the project. If the Portman-CMC team is selected, then Canyon would expeditiously move to complete its due diligence, obtain investment committee approval, and finalize a joint venture agreement with the Sponsor based upon mutually agreeable terms.

Please feel free to contact me either by phone at 310-272-1555 or via e-mail at [jroth@canyonpartners.com](mailto:jroth@canyonpartners.com) should you have any further questions.

Sincerely,



Jonathan Roth  
Principal

Nicolas Berggruen  
Chairman  
Berggruen Holdings  
1114 Avenue of the Americas, 41<sup>st</sup> Fl  
New York, NY 10036

April 24, 2013

Portman-CMC  
c/o Portman Holdings, LLC  
303 Peachtree Center Avenue, Suite 575  
Atlanta, GA 30303

**Attention:** Ugo Colombo, President of CMC Group  
Jack Portman, Vice Chairman of Portman Holdings

**RE:** Miami Beach Convention Center District Redevelopment (the “Project”)

Dear Ugo and Jack,

Congratulations on being one of the two finalists for the Project. With the local expertise from the CMC Group and the large scale development experience from Portman Holdings, we are confident that the Portman-CMC team has the caliber and resources to be a successful developer for this transformative project for the City of Miami Beach.

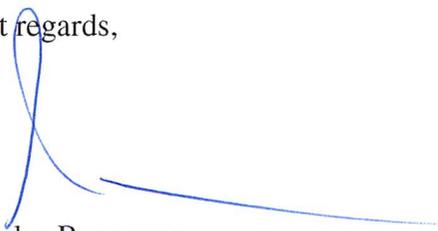
As you are aware, Berggruen Holdings has a significant presence in the global real estate market. We are committed to building meaningful architectural projects that make a contribution to the urban environment and which have an intrinsic aesthetic value. This Project led by you and your impressive design team is very attractive to us. Our firm is currently involved in a number of commercial and residential real estate projects including a large revitalization project in Newark, New Jersey, hotel and mixed-use development ventures in India, Turkey, Japan, Singapore and a growing residential and commercial real estate portfolio in Berlin, Germany and on the West Coast of the United States. Further projects are located in Israel and Australia.

Based on the current market conditions, our understanding of the Project, its current financial pro forma, and your firms’ capabilities, we are interested in being your joint-venture equity partner

in capitalizing the multifamily and retail components of the Project. We are aware of the capital requirement and are equipped to make such investment. Once Portman-CMC has been chosen and receives pre-development documentation, we will undertake detailed due diligence and analysis and seek to agree joint venture document with your firms.

We wish you luck with the RFP process and we look forward to working with you as a partner on this transformational development project.

Best regards,



Nicolas Berggruen  
Chairman, Berggruen Holdings



One Overton Park  
12<sup>th</sup> Floor  
3625 Cumberland Boulevard  
Atlanta, GA 30339  
USA

Phone: 770.805.1000  
Fax: 770.805.1001

April 22, 2013  
Portman-CMC  
c/o Portman Holdings, LLC  
303 Peachtree Center Avenue, Suite 575  
Atlanta, GA 30303

Attention: John C. Portman, IV, Vice President, Capital Markets of Portman Holdings  
Ugo Colombo, President, CMC Group

RE: Miami Beach Convention Center (“MBCC”) District Redevelopment

Dear John and Ugo:

Jamestown is pleased to present you with this expression of interest for a potential investment in one or more components of the MBCC redevelopment. Jamestown was formed in 1983 as a real estate investment and management company with a focus on high-quality current income-producing properties. In 1991, Jamestown expanded its investment profile to include opportunistic real estate funds, targeting the construction, rehabilitation, and repositioning of projects with potential for substantial appreciation. Jamestown has syndicated 27 core and core-plus funds and five opportunity funds, for which it has raised approximately \$5 billion in equity. Together these funds have acquired over 80 properties encompassing over 25 million square feet. Over the past 30 years, Jamestown has focused on mixed use urban environments such as Chelsea Market in New York, M Street in Georgetown (Washington D.C.), Newbury Street in Boston, and Ponce City Market in Atlanta, all of which have much in common with your proposal for the MBCC district. If you would like to learn more about Jamestown, please visit our website: [www.jamestownproperties.com](http://www.jamestownproperties.com)

Jamestown has reviewed the financial analysis and proposal for the MBCC prepared by Brookfield Financial on behalf of Portman-CMC. Given the combined track record of the development team, Jamestown is confident Portman-CMC has the ability to deliver a world-class project in one of country’s most dynamic markets and fully support your efforts to be awarded the contract from the City of Miami Beach. Jamestown believes in the long-term potential of the market, and we very much would enjoy finding ways to work together, such as investing in your portfolio with you in partnership or we would consider an outright purchase once construction is complete. Having done numerous joint ventures, we are confident we can find a mutually beneficial way to partner with Portman-CMC.

Jamestown understands the City of Miami Beach will be selecting the Master Developer in the coming weeks and that any further discussions regarding any potential investment is contingent on Portman-CMC being selected as the Master Developer. As such, this letter does not constitute an offer to purchase or invest in the MBCC redevelopment and does not create or imply the existence of any legal obligation of either Portman-CMC or Jamestown.

Please do not hesitate to contact us if you have any questions. I look forward to hopefully speaking soon.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt M. Bronfman", with a long, sweeping flourish extending to the right.

Matt Bronfman  
Chief Executive Officer, Jamestown

cc: Denis Barreto

**Exhibit 17B**  
**Debt Expressions of Interest**



May 1, 2013

Mr. John Portman  
Portman Holdings  
303 Peachtree Center Ave NE  
Suite 575  
Atlanta, GA 30303

Mr. Ugo Colombo  
CMC Group Inc.  
701 Brickell Avenue  
Suite 3150  
Miami, FL 33131

Dear John and Ugo,

On behalf of HFF's global transaction and debt capital team, it is my pleasure to enclose letters of interest from lenders to provide the Portman-CMC team with the required debt financing in the aggregate amount of approximately \$400 million for the development of the privately-funded components of the Miami Beach Convention Center District, specifically the hotel, retail and residential components and certain parking areas.

These letters represent strong preliminary interest from some of the largest and most active international, national and local commercial banks, as well as life insurance companies, that are active in Florida today and with whom HFF has active lending relationships. These lenders include those that can lead the entire debt financing requirement, as well as those that will participate with a lead lender or may fund varied components.

In each case, the lender providing the letter has carefully reviewed our debt financing memorandum, which provides detail on the Portman-CMC plan, the Miami Beach market, and the strong reputation and track record of the various members of your team. Furthermore, senior members of our firm have maintained dialogue with these institutions and provided relevant updates as your plan has evolved.

We are quite pleased with the strength and quality of the consortium assembled herein, which has exceeded even our own internal expectations. We have a high degree of confidence in the private-sector financing of this iconic project with the Portman-CMC team as sponsors.

Regards,

A handwritten signature in black ink, appearing to read 'Manny de Zárraga', written in a cursive style.

Manny de Zárraga  
Executive Managing Director



April 26, 2013

Mr. Ambrish Baisiwala  
Portman Holdings  
303 Peachtree Center Ave NE, Suite 575  
Atlanta, Georgia 30303

Mr. Ugo Colombo  
CMC Group  
701 Brickell Avenue, Suite 3150  
Miami, Florida 331231

Dear Ambrish and Ugo,

Congratulations on being one of the finalists selected for the redevelopment of the Miami Beach Convention Center District. The selection committee has obviously recognized the consistently high quality you have each delivered in your past ventures, and that insight bodes well for the success of the project.

Thank you for the recent presentation on Portman-CMC's vision for the Convention Center District, and for your confidence in HSBC. We are proud to have worked with you on previous occasions, and look forward to becoming the lead bank for your activities in South Florida and across the US.

Based on our discussions and the preliminary financing memorandum provided, you have advised of your interest in pursuing a transaction in which Portman Holdings and CMC Group would construct a new, 800-room hotel, 377 residential rental units, 185,000 square feet of retail space, a 700-seat Cirque du Soleil Theater, and 2,678 private parking spaces for the privately-funded components of the District. You have advised that the total cost of the project is anticipated to be approximately \$650 to \$700 million, and that you intend to finance the project with a combination of equity and debt. With respect to the debt financing, you have advised us that you will seek to arrange a senior mortgage facility in an aggregate amount of \$375 to \$400 million.

Given current market conditions, our present understanding of the project, and our historical relationship and knowledge of the capability of your companies to successfully construct such a project, we believe that the proposed facility can be arranged, and consider it likely that we would be interested in being a lead bank to issue a commitment, provide a significant portion of the funding, and arrange for the syndication of the proposed senior mortgage loan.

This letter does not constitute a commitment to provide the proposed facility or any obligation on our part (or on the part of any of our affiliates) to provide or arrange any financing. No contract or

commitment of any nature, express or implied, providing for or relating to the proposed facility by us exists, or shall be deemed to exist, unless and until a definitive agreement has been executed and delivered by the parties. The provision of any such commitment would be subject to satisfactory completion of due diligence, the approval by all necessary internal committees of HSBC, and satisfactory structure and documentation for the project, the proposed facility, and the members of the borrowing entity, and any such commitment, if issued by us, would be subject to satisfaction of conditions that are customary for these types of financings.

On behalf of HSBC, I want to express our sincere appreciation to be considered for this financing opportunity. We understand the importance of this project to the City of Miami Beach, as well as to Portman Holdings and CMC Group, and we look forward to working with you on a mutually agreeable financing solution.

Best Regards,

A handwritten signature in black ink, appearing to read 'R. Pedroso', with a stylized flourish at the end.

Roberto A. Pedroso  
Vice President  
HSBC Bank, USA

April 25, 2013

Dear Messrs. Portman and Colombo,

I want to thank you for your confidence in JP Morgan. We look forward to growing our relationship with Portman Holdings as well as CMC Group so that JP Morgan can become a lead lender or a participant in the financing syndicate for Portman Holdings and CMC Group's potential development of the privately-funded components of the redevelopment of the Miami Beach Convention Center District.

Based on the preliminary financing memorandum provided, you have advised us of your interest in pursuing a transaction in which Portman Holdings and CMC Group would construct a privately held 800-key hotel, 377 residential rental units, 185,000 square feet of retail, the 700-seat Cirque du Soleil Theater, and 2,678 private parking spaces in the Miami Beach Convention Center District. You have advised us that the total cost of the project is anticipated to be approximately \$650 to \$700 million, and that you intend to finance the project with a combination of equity and debt financing. With respect to the debt financing, you have advised us that you will seek to arrange a first mortgage debt facility in an aggregate amount of \$375 to \$400 million.

Based upon current market conditions, our present understanding of the project, and our historical relationship and knowledge of the capability of your companies to successfully construct such a project, we believe that the proposed facility can be arranged, and consider it extremely likely that we would be interested in being a lead lender or a participant in the financing syndicate to arrange the proposed facility and issue a commitment to provide a significant portion of the proposed debt financing. We at JP Morgan support your efforts to be awarded the contract and to guide the project through to its successful completion, and are very interested and committed to working with you to explore the wide range of financial options and structures that may be considered.

On behalf of the JP Morgan, I want to express our sincere appreciation to be considered [for this financing opportunity. We understand the importance of this project to the City of Miami Beach as well as to Portman Holdings and CMC Group, and will, accordingly, utilize our best efforts to arrange a financing solution that is timely and mutually agreeable.

Sincerely,



Matthew Juall



Walter E Mercer  
Executive Vice President  
Commercial Real Estate LOB Head

SunTrust Bank  
303 Peachtree St.  
Atlanta, GA 30308  
Tel 404.813.0132  
walter.mercer@suntrust.com

April 24, 2013

Messrs Portman and Colombo  
C/O James Dockerty  
HFF  
1450 Brickell Ave, Suite 2950  
Miami, FL 33131

RE: The Miami Beach Convention Center District

Dear Messrs Portman and Colombo:

On behalf of SunTrust Bank, I would like to thank you for allowing us the opportunity to review the Loan Submission package prepared by Holliday Fenoglio Fowler, LP for the redevelopment and expansion of Miami Beach's Convention Center District. We are very impressed with your project and with the potential economic benefit that it could provide to the City of Miami Beach.

Based on the preliminary information you provided, we are pleased to inform you that SunTrust Bank has a sincere interest in continuing our discussions concerning the financing of the project. At this early stage, we are pleased with the track record and qualifications of the development team that you have assembled, which includes existing SunTrust Bank clients, Portman Holdings and Whitman Lazenby Properties.

Please be advised this letter is not a commitment for financing and cannot be relied upon as such. Any formal commitment by SunTrust Bank would be subject to a standard approval process and would require the submission of additional information.

We look forward to the opportunity of working with you and on developing a mutually beneficial relationship. If you have any questions, please do not hesitate to call me at 404-813-0132.

Sincerely,

A handwritten signature in black ink that reads "Walter E. Mercer".

Walter Mercer  
Executive Vice President

April 25, 2013

John Portman IV  
Portman Holdings  
303 Peachtree Center Ave NE  
Suite 575  
Atlanta, GA 30303

Dear Mr. Portman,

I want to thank you for your confidence in PNC Bank. We look forward to growing a relationship with Portman Holdings whereby PNC Bank can consider being a lender for Portman Holdings and CMC Group's potential development of the privately-funded components of the redevelopment of the Miami Beach Convention Center District.

Based on the preliminary financing memorandum provided, you have advised us of your interest in pursuing a transaction in which Portman Holdings and CMC Group would construct a privately held 800-key hotel, 377 residential rental units, 185,000 square feet of retail, the 700-seat Cirque du Soleil Theater, and 2,678 private parking spaces in the Miami Beach Convention Center District. You have advised us that the total cost of the project is anticipated to be approximately \$650 to \$700 million, and that you intend to finance the project with a combination of equity and debt financing. With respect to the debt financing, you have advised us that you will seek to arrange a first mortgage debt facility (or facilities) in an aggregate amount of \$375 to \$400 million.

Based upon a preliminary review of the financing memorandum of the project, and our current knowledge of your company to successfully construct project of such size and scope, we would be interested in considering components of the project's financing. While this is in no way meant to be considered a commitment to lend, we are interested in receiving more underwriting and proforma information regarding the Project and look forward to working with you to explore a range of financial options and structures that may be considered.

On behalf of PNC Bank, I want to express our sincere appreciation to be considered for this financing opportunity. We understand the importance of this project to the City of Miami Beach as well as to Portman Holdings and CMC Group, and will, accordingly, endeavor to structure a potential financing solution that is timely and mutually agreeable.

Respectfully,



Chad McMasters  
Senior Vice President



# BBVA Compass

Roberto R. Muñoz  
South Florida Market President

Phone 305 507 7861  
Fax 205 524 3317  
roberto.munoz@bbvacompass.com

Commercial Banking  
1450 Brickell Avenue, Suite 2000, Miami, FL 33131

May 2, 2013

Messrs. Portman and Colombo  
c/o Mr. James M. Dockerty  
Managing Director  
HFF  
1450 Brickell Avenue, Suite 2950  
Miami, FL 33131

Dear Messrs. Portman and Colombo,

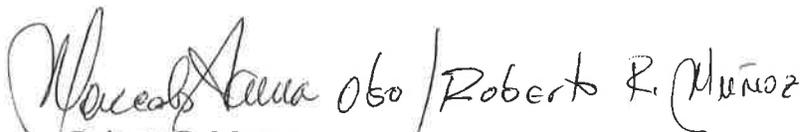
I want to thank you for your confidence in BBVA Compass. We look forward to growing our relationship with Portman Holdings as well as CMC Group so that BBVA Compass can become a participant in the financing syndicate for Portman Holdings and CMC Group's potential development of the privately-funded components of the redevelopment of the Miami Beach Convention Center District.

Based on the preliminary financing memorandum provided, you have advised us of your interest in pursuing a transaction in which Portman Holdings and CMC Group would construct a privately held 800-key hotel, 377 residential rental units, 185,000 square feet of retail, the 700-seat Cirque du Soleil Theater, and 2,678 private parking spaces in the Miami Beach Convention Center District. You have advised us that the total cost of the project is anticipated to be approximately \$650 to \$700 million, and that you intend to finance the project with a combination of equity and debt financing.

Based upon current market conditions, we would be interested in being a participant in the financing syndicate.

On behalf of the BBVA Compass, I want to express our sincere appreciation and understand the importance of this project to the City of Miami Beach as well as to Portman Holdings and CMC Group.

Sincerely,

  
Roberto R. Muñoz



April 26, 2013

Messrs. Portman and Colombo  
C/O James M. Dockerty  
HFF, L.P.  
1450 Brickell Avenue, Suite 295  
Miami, Florida 33131

Dear Messrs. Portman and Colombo,

I want to thank you for your confidence in Regions Bank. We look forward to working with Portman Holdings as well as CMC Group so that Regions Bank can consider a role as a lead lender for Portman Holdings and CMC Group's potential development of the privately-funded components of the redevelopment of the Miami Beach Convention Center District.

Based on the preliminary financing memorandum provided, you have advised us of your interest in pursuing a transaction in which Portman Holdings and CMC Group would construct a privately held 800-key hotel, 377 residential rental units, 185,000 square feet of retail, the 700-seat Cirque du Soleil Theater, and 2,678 private parking spaces in the Miami Beach Convention Center District. You have advised us that the total cost of the project is anticipated to be approximately \$650 to \$700 million, and that you intend to finance the project with a combination of equity and debt financing. With respect to the debt financing, you have advised us that you will seek to arrange a first mortgage debt facilities in an aggregate amount of \$375 to \$400 million.

Based upon current market conditions, our present understanding of the project, and/or our historical relationship and knowledge of the capability of your companies to successfully construct such a project, and subject to market-oriented conditions, we believe that the proposed facility can be arranged, and we would be interested in being a lead lender and to work with you to arrange the proposed loan. We at Regions Bank support your efforts to be awarded the contract and to guide the project through to its successful completion, and are very interested and committed to exploring the wide range of financial options and structures that may be considered.

On behalf of Regions Bank, I want to express our sincere appreciation to be considered for this financing opportunity. We understand the importance of this project to the City of Miami Beach as well as to Portman Holdings and CMC Group, and will, accordingly, utilize our best efforts to work with the development team to arrange a financing solution that is timely and mutually agreeable.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffrey I. Shulman".

Jeffrey I. Shulman  
Real Estate Banking  
Executive Vice President

**Felix M. Figueroa**

Director

1000 Abernathy Road

Suite 725

Atlanta, Georgia 30328

770.225.3445

770.395.2801 Fax

[felixfigueroa@northwesternmutual.com](mailto:felixfigueroa@northwesternmutual.com)

April 11, 2013

Dear Messrs. Portman and Colombo,

I want to thank you for your confidence in The Northwestern Mutual Life Insurance Company ("Northwestern"). We look forward to growing our relationship with Portman Holdings as well as CMC Group and consideration of your potential development of the privately-funded components of the redevelopment of the Miami Beach Convention Center District.

Based on the preliminary financing memorandum provided, you have advised us of your interest in pursuing a transaction in which Portman Holdings and CMC Group would construct a privately held 800-key hotel, 377 residential rental units, 185,000 square feet of retail, the 700-seat Cirque du Soleil Theater, and 2,678 private parking spaces in the Miami Beach Convention Center District. You have advised us that the total cost of the project is anticipated to be approximately \$650 to \$700 million, and that you intend to finance the project with a combination of equity and debt financing. With respect to the debt financing, you have advised us that you will seek to arrange a first mortgage debt facility in an aggregate amount of \$375 to \$400 million.

Based upon current market conditions, our present understanding of the project, and our historical relationship and knowledge of the capability of your companies to successfully construct such a project, we believe that the proposed facility can be arranged, and consider it likely that Northwestern may be interested in being a lender in the proposed facility and issue a commitment to provide a portion of the proposed debt financing. We at Northwestern support your efforts to be awarded the contract and to guide the project through to its successful completion.

On behalf of the Northwestern, I want to express our sincere appreciation to be considered for this financing opportunity. We understand the importance of this project to the City of Miami Beach as well as to Portman Holdings and CMC Group and will, accordingly, work with you to arrange a financing solution that is timely and mutually agreeable. However, please know that proposed terms and conditions for such financing will require approval of Northwestern's Real Estate Department senior management and the Finance Committee of its Board of Trustees. Accordingly, this letter does not constitute a legally binding or enforceable agreement between the parties and does not create any legal rights or obligations between the parties.

Very truly yours,



Felix M. Figueroa  
Director – Production  
Atlanta Regional Office



Robert L. Boyd  
Senior Director

Real Estate  
1100 Abernathy Road  
Suite 1225  
Atlanta, GA 30328  
T (770) 395-2322 F (770) 395-6161  
www.nylim.com

April 11, 2013

Mr. Paul Stasaitis  
Managing Director  
HFF  
1450 Brickell Avenue  
Miami, FL 33131

Re: Proposed Miami Beach Convention Center District  
Miami Beach, Florida

Dear Paul:

Thank you for sending the information package on the proposed Miami Beach Convention Center District on behalf of Portman-CMC. As you know we have been an active lender in the South Florida region and the Miami area in particular and are always looking for new opportunities.

As it relates to the proposed development, we have the most interest in providing permanent financing of the proposed apartment component as well as an interest in the retail component.

Once the details of the development are finalized please let me know so that we can discuss the financing further.

Best Regards,

A handwritten signature in blue ink that reads "Robert L. Boyd". The signature is written in a cursive, flowing style.

Robert L. Boyd



Gregory Krafcik, Director

**Prudential Mortgage Capital Company**

3560 Lenox Road, Suite 1400

Atlanta GA 30326

Tel 404 704-8900

A business of Prudential Financial, Inc.

April 12, 2013

Messrs Portman and Columbo  
C/O Paul Stasiatis  
HFF  
1450 Brickell Avenue, Suite 2950  
Miami, Florida 33131

Dear Messrs. Portman and Colombo,

I want to thank you for your confidence in Prudential Mortgage Capital Company. We look forward to growing our relationship with Portman Holdings as well as CMC Group via Portman Holdings and CMC Group's potential development of the privately-funded components of the redevelopment of the Miami Beach Convention Center District.

You have advised us of your interest in pursuing a transaction in which Portman Holdings and CMC Group would construct a privately held 800-key hotel, 377 residential rental units, 185,000 square feet of retail, the 700-seat Cirque du Soleil Theater, and 2,678 private parking spaces in the Miami Beach Convention Center District. You have also advised us that the total cost of the project is anticipated to be approximately \$650 to \$700 million, and that you intend to finance the project with a combination of equity and debt financing. With respect to the debt financing, you have advised us that you will seek to arrange first mortgage debt facilities in an aggregate amount of \$375 to \$400 million.

Based upon current market conditions, our present understanding of the project, and our general knowledge of the capability of your companies to successfully construct such a project, we believe that the proposed facilities can be arranged, and are interested in learning more about the project. After conducting our due diligence investigation of the project, the sponsors and other matters identified by us, in our sole discretion, we may be interested in pursuing financing secured by the entire project or a portion of the project. We are interested in receiving further information about the project and potentially working with you to explore the financial options and structures that may be considered.

On behalf of Prudential Mortgage Capital Company, I want to express our sincere appreciation for being contacted about this financing opportunity. We understand the importance of this project to the City of Miami Beach as well as to Portman Holdings and CMC Group and look forward to obtaining detailed information from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory Krafcik".

Gregory Krafcik  
Director

GK:lat

220 Alhambra Circle  
Coral Gables, FL 33134  
Tel: (305) 629-1212  
www.mercantilcb.com



April 12, 2013

Dear Messrs. Portman and Colombo,

I want to thank you for your confidence in Mercantil Commercebank, N.A. We look forward to growing our relationship with Portman Holdings as well as CMC Group so that Mercantil Commercebank can become a participant in the financing syndicate for Portman Holdings and CMC Group's potential development of the privately-funded components of the redevelopment of the Miami Beach Convention Center District.

Based on the preliminary financing memorandum provided, you have advised us of your interest in pursuing a transaction in which Portman Holdings and CMC Group would construct a privately held 800-key hotel, 377 residential rental units, 185,000 square feet of retail, the 700-seat Cirque du Soleil Theater, and 2,678 private parking spaces in the Miami Beach Convention Center District. You have advised us that the total cost of the project is anticipated to be approximately \$650 to \$700 million, and that you intend to finance the project with a combination of equity and debt financing. With respect to the debt financing, you have advised us that you will seek to arrange a first mortgage debt facility [facilities] in an aggregate amount of \$375 to \$400 million.

Based upon current market conditions, our present understanding of the project, and knowledge of the capability of your companies to successfully construct such a project, we believe that the proposed facility can be arranged, and we would be interested in being a participant in the financing syndicate to arrange the proposed facility and issue a commitment to provide a portion of the proposed debt financing. We at Mercantil Commercebank support your efforts to be awarded the contract and to guide the project through to its successful completion, and are very interested to work with you to explore the wide range of financial options and structures that may be considered.

On behalf of the Mercantil Commercebank, I want to express our sincere appreciation to be considered for this financing opportunity. We understand the importance of this project to the City of Miami Beach as well as to Portman Holdings and CMC Group, and will, accordingly, utilize our best efforts to arrange a financing solution that is timely and mutually agreeable.

Sincerely yours,

A handwritten signature in cursive script that reads "Theresa Bello".

Theresa Bello  
Senior Vice President  
Real Estate Division



Together we are one

Dear Messrs. Portman and Colombo,

I want to thank you for your confidence in FirstBank Florida. We look forward to growing our relationship with Portman Holdings as well as CMC Group so that FirstBank Florida can possibly become a lender for Portman Holdings and CMC Group's potential development of the privately-funded components of the redevelopment of the Miami Beach Convention Center District.

Based on the preliminary financing memorandum provided, you have advised us of your interest in pursuing a transaction in which Portman Holdings and CMC Group would construct a privately held 800-key hotel, 377 residential rental units, 185,000 square feet of retail, the 700-seat Cirque du Soleil Theater, and 2,678 private parking spaces in the Miami Beach Convention Center District. You have advised us that the total cost of the project is anticipated to be approximately \$650 to \$700 million, and that you intend to finance the project with a combination of equity and debt financing. With respect to the debt financing, you have advised us that you will seek to arrange a first mortgage debt facility [facilities] in an aggregate amount of \$375 to \$400 million.

On behalf of the FirstBank Florida, I want to express our sincere appreciation to be considered for this financing opportunity.

Kind Regards,

A handwritten signature in blue ink, appearing to read 'Jose Cueto', with a long horizontal flourish extending to the right.

Jose Cueto

Senior Vice President – Corporate Banking

May 01, 2013

P.O. Box 025620, Miami, FL 33102-5620

Messrs. Portman and Colombo  
C/O Mr. James M. Dockerty  
HFF  
1450 Brickell Avenue, Suite 2950  
Miami, FL 33131

**Re: The Miami Beach Convention Center District**

Dear Messrs. Portman and Colombo,

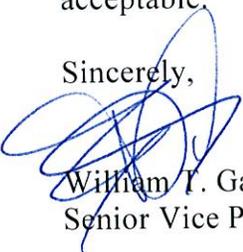
I want to thank you for your confidence in City National Bank. We look forward to growing our relationship with Portman Holdings as well as CMC Group so that City National Bank may consider becoming a participant in the financing syndicate for Portman Holdings and CMC Group's potential development of the privately-funded components of the redevelopment of the Miami Beach Convention Center District.

Based on the preliminary financing memorandum provided, you have advised us of your interest in pursuing a transaction in which Portman Holdings and CMC Group would construct a privately held 800-key hotel, 377 residential rental units, 185,000 square feet of retail, the 700-seat Cirque du Soleil Theater, and 2,678 private parking spaces in the Miami Beach Convention Center District. You have advised us that the total cost of the project is anticipated to be approximately \$650 to \$700 million, and that you intend to finance the project with a combination of equity and debt financing. With respect to the debt financing, you have advised us that you will seek to arrange a first mortgage debt facility in an aggregate amount of \$375 to \$400 million.

Based upon current market conditions, our present understanding of the project, and our historical relationship and knowledge of the capability of your companies to successfully construct such a project, we believe that we would be interested in considering a participation in the financing syndicate.

On behalf of the City National Bank, I want to express our sincere appreciation for being considered as a potential lender for this financing opportunity. We understand the importance of this project to the City of Miami Beach as well as to Portman Holdings and CMC Group, would be interested in being a part of a financing arrangement that is timely and mutually acceptable.

Sincerely,

  
William T. Gallagher  
Senior Vice President

April 29, 2013

Dear Messrs. Portman and Colombo,

I want to thank you for your confidence in Ocean Bank. We look forward to growing our relationship with Portman Holdings as well as CMC Group so that Ocean Bank can consider becoming a participant in the financing syndicate for Portman Holdings and CMC Group's potential development of the privately-funded components of the redevelopment of the Miami Beach Convention Center District.

Based on the preliminary financing memorandum provided, you have advised us of your interest in pursuing a transaction in which Portman Holdings and CMC Group would construct a privately held 800-key hotel, 377 residential rental units, 185,000 square feet of retail, the 700-seat Cirque du Soleil Theater, and 2,678 private parking spaces in the Miami Beach Convention Center District. You have advised us that the total cost of the project is anticipated to be approximately \$650 to \$700 million, and that you intend to finance the project with a combination of equity and debt financing. With respect to the debt financing, you have advised us that you will seek to arrange a first mortgage debt facility [facilities] in an aggregate amount of \$475 to \$400 million.

Based upon current market conditions, our present understanding of the project, and knowledge of the capability of your companies to successfully construct such a project, we would be interested in considering being a participant in the financing syndicate to arrange the proposed facility and issue a commitment subject to our complete underwriting and committee approval to provide a portion of the proposed debt financing. We at Ocean Bank support your efforts to be awarded the contract and to guide the project through to its successful completion, and are very interested in working with you to explore the wide range of financial options and structures that may be considered.

On behalf of Ocean Bank, I want to express our sincere appreciation to be considered for this financing opportunity. We understand the importance of this project to the City of Miami Beach as well as to Portman Holdings and CMC Group and will, accordingly, utilize our best efforts to consider a financing solution that is timely and mutually agreeable.

Regards,



Guillermo J. Molina  
Senior Vice President  
Real Estate Department

**Exhibit 18**  
**Letters of Support**

Miami Beach Mayor and City Commissioners  
1700 Convention Center Drive  
Miami Beach, FL 33139

**Ken McAvoy**  
**Senior Vice President**

To whom it may concern:

Reed Exhibitions is the largest producer of Trade Events in the world, producing 500 events in 39 countries. We have served on the following Client Advisory Boards:

- Jacob K. Javits Convention Center – New York
- Orange County Convention Center – Orlando
- Boston Convention Center – Boston
- McCormick Place Choose Chicago – Chicago
- Las Vegas Convention Center – Las Vegas

We have also been able to witness firsthand the two finalists for the Miami Beach Convention District project on other projects they have done.

After careful review of the project we wish to recommend the Portman Developments proposed plan.

- The flexibility of the exhibit hall configuration greatly enhances the option to produce multiple events.
- The design of the new ballroom flex space linked directly to the building creates the most advantageous layout.
- The vertical flow between exhibition and meeting space is far superior especially with the natural light aspect.
- The loading dock design greatly enhances the cost to exhibit in the venue with the efficiencies projected to eliminate tractor trailer movement, not to mention the reduction of truck traffic to the area.
- The introduction of catwalks in the exhibition area is another key issue to lower overall cost to exhibit and allow Miami to attract more business.

We remain available to you to discuss these advantages based upon our time availability. We currently are looking at the Miami Beach Convention Center for future events, thus we respectfully endorse the Portman Proposal as the most ideal to meet our future needs.

Very truly yours,



Ken McAvoy  
Senior Vice President  
Reed Exhibitions

# F R E E M A N

Roger Zampell  
Senior Vice President Development  
Portman Holdings  
303 Peachtree Center Ave NE Suite 575  
Atlanta, GA 30303

May 3, 2013

Re: Miami Beach Convention Center

Dear Roger,

Thank you for sending us copies of your design / vision for the future Miami Beach Convention Center. Having produced many events in the MBCC over the years, we are quite familiar with the facility, and the surrounding area. From our prospective, your proposed design is not only creative but will transform the MBCC into a more versatile and cost effective convention and exhibition center.

We specifically, appreciate the new covered loading dock location which allows direct open access to all exhibit halls while shielding the local neighborhoods from the vehicle movements and noise, increases material movement capacity, and will decrease the time required for events to move in / out. This feature alone will allow the MBCC to secure more event business because the time required moving in / out an event can be reduced.

The new configuration for the exhibit halls, meetings rooms, and vehicle parking is significantly more versatile which will accommodate a wider variety of events, and increase the MBCC access to expos, corporate meetings and live events that would not be possible with the current configuration.

From our prospective, your proposed design will enhance Miami Beach's ability to attract future business, reduce event production costs, and increase the efficiency of the facility while maintaining the integrity of the surrounding neighborhoods.

Should you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Atherton". The signature is stylized with a large, looping initial "J" and "A".

Jay Atherton  
Executive Vice President, Operations



April 1, 2013

Dear Mayor, City Commission and City Manager:

I have been involved in the tradeshow industry for the past 40 years as producer and show director of The Super Show, and the Sports Licensing and Tailgate Show. The Super Show was the largest sports and athletic tradeshow in the world. The other two I mentioned were also the largest of their categories. Both were produced annually and used Atlanta, Orlando and Las Vegas as their sites. In addition, I started my career producing and owning the Tennis Industry's National Buying Show at the Miami Beach Convention Center in 1974.

Since I reside in South Florida, I have attended all of the hearings regarding the Convention Center planning thus far. Several key points came to mind as I viewed both of the team's presentations. I would like to offer my observations:

1. The concept that Tishman offered where the hotel, ballroom and convention entrances would be closely connected would result in a traffic and parking nightmare.
2. Having the hotel on top of the Convention Center will require major columns in the existing halls and will ruin the open space sought by exhibitors.
3. The Tishman construction cannot take place without having a secondary location for half or more of the convention center, which will mean that Art Basel and other events will be forced to take place within two different venues.
4. The needs and wants of tradeshow managers are far different than those of other event planners. I would be happy to supply you the names of the major tradeshow producers for you to interview about their wants and needs.
5. The Portman plan can be implemented without interruption of events. Their proposed ballroom being separate but connected to the convention center is smart because it gives an additional 60,000 sq. ft. of exhibit area when needed with its own separated driveway.

I would be happy to give several other reasons and further suggestions, but thus far I would say that overall the Portman plan for the convention center is superior in many ways.

Cordially yours,  
Stanley J. Schwartz