

## SETTLEMENT AGREEMENT

This is a Settlement Agreement (“Agreement”), by and between the CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT (“District”) and WALT DISNEY PARKS AND RESORTS U.S., INC. (“Disney”) (collectively, the “Parties”), made and effective as of March 27, 2024 (“Effective Date”):

WHEREAS, in 1967, the Florida Legislature established the Reedy Creek Improvement District (“RCID”) through H.B. 486, Chapter 67-764, to support Disney’s development plans in Central Florida by creating a district over which the company, owning the majority of the land within, would have significant influence;

WHEREAS, on February 8, 2023, Disney and RCID entered into a 30-year Development Agreement (“Development Agreement”) and a declaration of restrictive covenants (“Restrictive Covenants”);

WHEREAS, on February 8, 2023, RCID entered into an Amended and Restated Labor Services Agreement with Reedy Creek Energy Services (“RCES”) for the maintenance and operation by RCES of RCID’s utility systems;

WHEREAS, on February 27, 2023, the Florida Legislature enacted HB 9B, amending RCID’s 1967 founding act to revise its governance structure and renaming it the “Central Florida Tourism Oversight District”;

WHEREAS, on May 1, 2023, the District filed a lawsuit against Disney in the Ninth Judicial Circuit, in and for Orange County, Florida (“State Lawsuit”);

WHEREAS, on August 15, 2023, amidst ongoing discovery between the Parties, the District moved for Summary Judgment in the State Lawsuit;

WHEREAS, on May 11, 2023, Disney issued a public records request to the District for specific documents, and upon alleged non-compliance, filed a lawsuit (“PR Lawsuit”) on December 22, 2023, in the Ninth Judicial Circuit in and for Orange County, Florida, against the District for failing to adhere to Florida’s public records law, with the case still pending resolution;

WHEREAS, the Parties, recognizing that settlement serves the best interest of all involved and promotes good governance of the District, now express a mutual desire to resolve all disputes relating to the State Lawsuit and PR Lawsuit through this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, agreements, and representations contained herein, and intending to be legally bound hereby, Disney and the District agree as follows:

1. **Recitals.** The Recitals set forth above are hereby incorporated herein by reference.

2. ***Dismissal of PR Lawsuit.*** In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Disney hereby agrees to dismiss with prejudice the PR Lawsuit filed against the District. This dismissal is made with the understanding that it represents a permanent closure of the lawsuit, barring any future claims on the same matter, thus reflecting the Parties' intention to conclusively resolve this dispute and foster a constructive path forward. This action signifies a full and final resolution of the matters addressed within the PR Lawsuit, with no party admitting any fault or liability, but rather choosing to move forward in a spirit of cooperation and mutual benefit. Further, upon dismissal, any subpoenas or other obligations in connection with the PR Lawsuit will be withdrawn.

3. ***Withdrawal of Public Records Request.*** In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Disney hereby agrees to withdraw in their entirety all public records requests submitted to the District and the Executive Office of the Governor. This withdrawal is undertaken with the understanding that it nullifies the basis for the PR Lawsuit, effectively removing any pending obligations or expectations for the District or the Executive Office of the Governor to fulfill said requests. This action signifies a full and final resolution of the matters addressed within the public records requests, with no party admitting any fault or liability, but rather choosing to move forward in a spirit of cooperation and mutual benefit.

4. ***Acknowledgments and Stipulations.*** In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- a) Disney agrees and covenants not to challenge the District's determination that the District's 2032 Comprehensive Plan and the amendments to the District's Land Development Regulations, which were purportedly adopted in January and February 2023, are null and void, leaving the 2020 Comprehensive Plan as the operative plan. The District shall resolve to begin immediately to review, evaluate, and amend the 2020 Comprehensive Plan pursuant to its statutory obligations and shall consult with Disney and any other appropriate parties during the process;
- b) Disney hereby stipulates and agrees that the Development Agreement shall be considered null and void. This acknowledgment is made with the understanding that the Development Agreement shall have no legal effect or enforceability, effectively removing any obligations, rights, or liabilities purported to have been created by said agreement; and
- c) The Parties hereby stipulate and agree that the Restrictive Covenants shall be considered null and void. This stipulation is made with the understanding that such Restrictive Covenants shall have no legal effect or enforceability, effectively eliminating any perceived obligations, rights, or liabilities purported to have arisen under these covenants. Furthermore, the Parties commit to cooperate fully with each other to prepare, file, and record any and all

documents necessary to officially effectuate the cancellation of these Restrictive Covenants.

Each subpart of this paragraph (4) are executed without any party admitting fault or liability, signifies a commitment to clarity, fairness, and a constructive future relationship between the Parties, aligning with their mutual intention to resolve past issues and foster positive governance within the District.

5. ***Dismissal of State Lawsuit.*** Pursuant to the terms of this Agreement and reflecting the mutual intent of the Parties to conclusively resolve their disputes, all Parties agree to execute a stipulation of dismissal with prejudice concerning the State Lawsuit, including any counterclaims therein, to be submitted for approval by the Court. This action signifies a full and final resolution of the matters addressed within the State Lawsuit, with no party admitting any fault or liability, but rather choosing to move forward in a spirit of cooperation and mutual benefit. Further, upon dismissal, any subpoenas or other obligations in connection with the State Lawsuit will be withdrawn.

6. ***Amendment of Labor Services Agreement.*** In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Disney and the District agree that within thirty (30) days after the Effective Date (a) Disney shall cause RCES to enter into the following amendment to Section 3 (TERM) of Labor Services Agreement and (b) the District hereby agrees to such amendment: the Expiration Date (as defined in the Labor Services Agreement) in Section 3.1 shall be modified from December 31, 2032 to September 30, 2028; and (2) the automatic renewal terms in Section 3.2 shall be deleted.

7. ***Mitigation Credits.*** As a material inducement to Disney in entering into the Agreement, the District acknowledges Disney is the owner of, and the District shall not prohibit or impede, but rather assist in the use of, Long-Term Permit Mitigation Credits or other entitlements created through:

- a) South Florida Water Management District Environmental Resource Permits Nos. 48-00714-S, 48-00714-P, and/or and 48-00714-S-22, as amended;
- b) Department of the Army Permit 199101901 (IP-GS) and/or SAJ-1991-01901 (SP-TSD), as amended;
- c) State of Florida Game and Fresh Water Fish Commission Permits Nos. OSC-4, OSC-SSC-1, and/or OSC-TSR-1, as amended.

8. ***Federal Lawsuit.*** Disney agrees to seek, and the District will not oppose, permission from the court to defer briefing in Disney's pending federal appeal captioned as *Walt Disney Parks and Resorts U.S., Inc. v. Governor, State of Florida et al.*, Case No. 24-10342 (11th Cir.) ("Federal Lawsuit"), pending negotiations among other matters of a new development agreement between Disney and the District.

9. **Prior Acts.** Except as specifically provided for in this Agreement or as necessary to defend all claims that are pending in the Federal Lawsuit, each of the Parties agrees not to contest all formal actions of the District through February 27, 2023, in accordance with Section 1 of the District Charter.

10. **Releases of Claims.**

- a) **By Disney.** Upon the Effective Date, Disney, on behalf of itself and its heirs, executors, successors, and assigns, and anyone claiming by or through it, shall release, remise, and discharge, and shall be deemed to have released, remised, and discharged, the District and its officers, directors, employees, volunteers, parents, subsidiaries, affiliates, attorneys, accountants, advisors, and agents (the "District Releasees") of and from any and all claims, counterclaims costs, causes of action, damages, demands, fees, lawsuits, liabilities, and obligations of any kind or nature whatsoever, whether arising at law, at equity, or otherwise, and whether arising under statute, common law, or other source of authority, and whether known or unknown to Disney as of the Effective Date, (i) that have been or could have been asserted in the State Lawsuit and PR Lawsuit (collectively, "Lawsuits") and (ii) based upon the District's defense and litigation of the Lawsuits (including, but not limited to, any claims for attorneys' fees), except for and specifically excluding all claims that are pending in the Federal Lawsuit ("Released Claims"). Disney agrees and covenants not to sue the District or the District Releasees or any of them upon any Released Claim released pursuant to this Paragraph 10(a).
- b) **By the District.** Upon the Effective Date, the District, on behalf of itself and its heirs, executors, successors, and assigns, and anyone claiming by or through it, shall release, remise, and discharge, and shall be deemed to have released, remised, and discharged, Disney and its officers, directors, employees, volunteers, parents, subsidiaries, affiliates, attorneys, accountants, advisors, and agents (the "Disney Releasees") of and from any and all claims, counterclaims, costs, causes of action, damages, demands, fees, lawsuits, liabilities, and obligations of any kind or nature whatsoever, whether arising at law, at equity, or otherwise, and whether arising under statute, common law, or other source of authority, and whether known or unknown to the District as of the Effective Date (collectively, "Released Claims") (i) that have been or could have been asserted in the State Lawsuit and PR Lawsuit (collectively, "Lawsuits") and (ii) based upon the Disney's defense and litigation of the Lawsuits (including, but not limited to, any claims for attorneys' fees). The District agrees and covenants not to sue Disney or the Disney Releasees or any of them upon any Released Claim released pursuant to this Paragraph 10(b).
- c) **Claims for breach of this Agreement.** The releases and covenants not to sue in this Paragraph 10 do not apply to any claim for a breach of any promise, covenant, representation, or warranty contained in this Agreement, and no Party

shall be deemed by virtue of this Paragraph 10 to have released and covenanted not to sue upon any such claim.

11. **Fees and costs.** The Parties hereto shall bear their own costs and attorney's fees associated with the Lawsuits, including attorneys' fees and costs incurred by the Party in the preparation of this Agreement.

12. **No admission.** This Agreement shall not in any way be construed as an admission by any Party that it acted wrongfully and/or illegally in any manner with respect to any other Party. To the contrary, each Party specifically denies that it engaged in any wrongful or unlawful conduct. This Agreement shall not be admissible as evidence of any admission of liability, wrongdoing, or a violation of any law in any proceeding under federal, state, or local law.

13. **Amendment and modification.** This Agreement may be amended, modified, superseded, canceled, renewed, or extended, and the terms hereof may be waived only upon an express written agreement signed by both Parties.

14. **Severability.** If any portion of this Agreement shall be deleted by written agreement of the Parties, then such portion shall be deemed severed from this Agreement and the remaining terms and conditions of this Agreement shall continue in full force and effect.

15. **No construction against drafter.** The Parties acknowledge that this Agreement is a collective product negotiated by competent counsel and shall not be construed for or against any Party on the grounds of authorship or draftsmanship.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any Party which is not embodied in this Agreement, and no Party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not set forth herein.

17. **Choice of law and venue.** This Agreement shall be deemed to have been executed and delivered within the State of Florida, and it shall be construed, interpreted, governed, and enforced in accordance with the laws of the State of Florida, without regard to choice of law principles.

18. **Waiver.** The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by the Party against whom the waiver is being enforced.

19. **Binding effect.** All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, successors, and assigns.

20. **Authority.** The signatories hereto represent and warrant that they are of legal age, are under no disability, and have the mental capacity and authority to legally bind themselves and are duly authorized to execute this Agreement on their own behalf or on behalf of the corporate entity.

21. **Counsel.** The Parties acknowledge that they have had the benefit of counsel in the negotiations of this Agreement and acknowledge that it is their decision whether or not to further consult with counsel.

22. **Counterpart execution and electronic delivery.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A counterpart signed by a Party and delivered by electronic transmission such as email shall be deemed valid and binding execution and delivery of said counterpart.

IN WITNESS WHEREOF and intending to be legally bound, the Parties agree to the terms and conditions of this Agreement as of the date set forth next to their signature below.

CENTRAL FLORIDA TOURISM  
OVERSIGHT DISTRICT

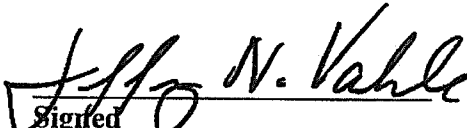
  
Signed

CHARBEL BARAKAT  
Name

Vice Chairman  
Title

March 27, 2024  
Date

WALT DISNEY PARKS AND  
RESORTS U.S., INC.

  
Signed

JEFFREY N. VAHLE  
Name

PRESIDENT, WALT DISNEY WORLD  
Title

3/26/2024  
Date