

**AMENDMENT NO. 8 TO  
ORLANDO PERFORMING ARTS CENTER  
AGREEMENT**

***THIS AMENDMENT NO. 8 TO ORLANDO PERFORMING ARTS CENTER AGREEMENT*** (the “Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, (the “Effective Date”) by and among the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized under the laws of the State of Florida (“CITY”), the **CITY OF ORLANDO, FLORIDA COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic organized and existing pursuant to Chapter 163, Part III, Florida Statutes (“CRA”), and the **DR. PHILLIPS CENTER FOR THE PERFORMING ARTS, INC.**, a Florida not-for-profit corporation formerly known as the ORLANDO PERFORMING ARTS CENTER CORPORATION (“DPAC”), the CITY, CRA and DPAC being hereinafter referred to individually as “Party” and collectively as the “Parties.”

**WHEREAS**, the CITY, CRA and DPAC previously entered into the Orlando Performing Arts Center Agreement dated June 20, 2007, as amended by Amendment No. 1 to Orlando Performing Arts Center Agreement dated September 6, 2007, by Amendment No. 2 to Orlando Performing Arts Center Agreement dated September 6, 2007, by Amendment No. 3 to the Orlando Performing Arts Center Agreement dated March 3, 2008, by Amendment No. 4 to Orlando Performing Arts Center Agreement dated August 25, 2008, by Amendment No. 5 to Orlando Performing Arts Center Agreement dated October 1, 2012, by Amendment No. 6 to Orlando Performing Arts Center Agreement dated October 7, 2013, and by Amendment No. 7 to Orlando Performing Arts Center Agreement dated December 1, 2014 (collectively, the “Agreement”) setting forth the Parties’ agreement relating to the funding, design, construction, development, operation, maintenance and repair of a new performing arts center in downtown Orlando (the “Arts Center”); and

**WHEREAS**, the Parties now desire to further amend the Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

2. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the meanings set forth for such terms in the Agreement.

3. Naming Rights. Section 8.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“8.2. Naming Rights. OPAC shall have the authority to establish and grant naming rights in appreciation for donations to the PAC, as part of the philanthropic fund raising efforts. Funds generated from the grant of such naming rights shall be retained by OPAC for use in

connection with the PAC. As of the Effective Date of this Agreement, OPAC has granted naming rights to Dr. Phillips, Inc. and the PAC shall be named the “Dr. P. Phillips Center for the Performing Arts”, and the City hereby affirms and ratifies such naming and agrees that such naming rights shall continue until the earlier to occur of (a) the date upon which the PAC is destroyed, demolished or otherwise ceases to exist, or (b) the scheduled expiration date of the term of the Agreement on June 20, 2106 (“Expiration Date”), and which naming rights shall survive any early termination of this Agreement prior to the Expiration Date. The City, the CRA, and OPAC agree that this Section 8.2 shall not be modified or this Agreement modified in any way that would affect the foregoing naming rights without the consent of Dr. Phillips, Inc., which is intended to be a third-party beneficiary hereof, notwithstanding the provisions of Section 13.18 below.”

4. Amendment. The purpose of this Amendment is to modify the Agreement as set forth herein, and except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 7 to the Orlando Performing Arts Center Agreement to be duly executed as of the day and year first above written.

**CITY:**

ATTEST:

**CITY OF ORLANDO, FLORIDA**

By: \_\_\_\_\_  
Celeste Brown, City Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM AND  
LEGALITY FOR THE USE AND  
RELIANCE OF THE CITY OF ORLANDO,  
FLORIDA, ONLY

\_\_\_\_\_, 2015

\_\_\_\_\_  
Assistant City Attorney

**SIGNATURES CONTINUED ON FOLLOWING PAGE**

*City Signature Page  
Amendment No. 8 to DPAC Agreement*

**DPAC:**

**DR. PHILLIPS CENTER FOR THE  
PERFORMING ARTS, INC.,** a 501(c)3  
Florida not-for-profit corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESSES:

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, the \_\_\_\_\_ of the Dr. Phillips Center for the Performing Arts, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced a valid driver's license as identification.

(SEAL)

\_\_\_\_\_  
Notary Public: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**SIGNATURES CONTINUED ON FOLLOWING PAGE**

*DPAC Signature Page  
Amendment No. 8 to DPAC Agreement*

**CRA:**

**CITY OF ORLANDO, FLORIDA  
COMMUNITY REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Chairman

ATTEST:

By: \_\_\_\_\_  
Thomas Chatmon  
Executive Director