

**EIGHTH AMENDMENT TO AGREEMENT
FOR SERVICES OF PRODUCTION ARCHITECT**

THIS EIGHTH AMENDMENT to Agreement for Services of Production Architect (“Eighth Amendment”) is entered into on this ____ day of _____, 2014 by and between Dr. Phillips Center for the Performing Arts, Inc. F/K/A Orlando Performing Arts Center Corporation (hereinafter referred to as “Dr. Phillips Center”), and HKS Architects, Inc. FL #AA-F000119 (hereinafter referred to as “Production Architect”). In exchange for the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Dr. Phillips Center and Production Architect agree as follows:

RECITALS

WHEREAS, Dr. Phillips Center and Production Architect have previously executed an Agreement for Services of Production Architect (“Production Architect Agreement”) dated January 28, 2008; and

WHEREAS, Dr. Phillips Center and Production Architect have previously executed a First Amendment to Production Architect Agreement dated December 19, 2008 (“First Amendment”); and

WHEREAS, Dr. Phillips Center and Production Architect have previously executed a Second Amendment to Production Architect Agreement dated September 30, 2010 (“Second Amendment”); and

WHEREAS, Dr. Phillips Center and Production Architect have previously executed a Third Amendment to Production Architect Agreement dated June 6, 2011 (“Third Amendment”); and

WHEREAS, Dr. Phillips Center and Production Architect have previously executed a Fourth Amendment to Production Architect Agreement fully executed on September 9, 2011 (“Fourth Amendment”); and

WHEREAS, Dr. Phillips Center and Production Architect have previously executed a Fifth Amendment to Production Architect Agreement dated September 5, 2012 (“Fifth Amendment”); and

WHEREAS, Dr. Phillips Center and Production Architect have previously executed a Sixth Amendment to Production Architect Agreement dated August 13, 2013 (“Sixth Amendment”); and

WHEREAS, Dr. Phillips Center and Production Architect have previously executed a Seventh Amendment to Production Architect Agreement dated August 20, 2013 (“Seventh Amendment”); and

WHEREAS, Dr. Phillips Center wishes to engage Production Architect in extended Basic Services due to the delay of Substantial Completion; and WHEREAS, the Allowance amount for

Reimbursable Expenses as defined in the Seventh Amendment is the sum of One Million Nine Hundred Seventy Five Thousand and No/100 Dollars (\$1,975,000); and

WHEREAS, the Allowance amount for Additional Services as defined in the Seventh Amendment is the sum of Eleven Million Four Hundred Three Thousand Eight Hundred and No/100 Dollars (\$11,403,800); and

WHEREAS, the amount for Basic Services as defined in the Seventh Amendment is the sum of Eleven Million Six Hundred Eighty Three Thousand Five Hundred Forty Five and No/100 Dollars (\$11,683,545); and

WHEREAS, the total contract value defined in the Seventh Amendment is the sum of Thirty Nine Million One Hundred Sixty Two Thousand Three Hundred Forty Five and No/100 Dollars (\$39,162,345).

NOW, THEREFORE, it is hereby agreed by Dr. Phillips Center and Production Architect as follows:

1. The Recitals set forth above are true and correct and are incorporated in this Eighth Amendment as though fully set forth herein.

2. The terms of this Eighth Amendment shall modify the terms of the previously executed Production Architect Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the Seventh Amendment entered into by and between Dr. Phillips Center and Production Architect. In the event of any conflict between the terms of this Eighth Amendment and the Production Architect Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, Sixth Amendment or the Seventh Amendment, the terms of this Eighth Amendment shall govern and control over any conflicting terms in the Production Architect Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, Sixth Amendment and the Seventh Amendment. Provided, however, the provisions of the Production Architect Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, Sixth Amendment and the Seventh Amendment not in conflict with the terms of this Eighth Amendment shall continue in full force and effect.

3. At the time of execution of this Eighth Amendment, Construction Manager's anticipated date of Substantial Completion is August 29, 2014, however, Dr. Phillips Center and Production Architect believe it to be in the best interest of the project to extend Basic Services to October 31, 2014. The additional fee for this time extension is Seven Hundred Seventy Four Thousand and No/100 Dollars (\$774,000) and is within the current approved Production Architect fee.

4. In consideration for the approved extension of Basic Services set forth in Paragraph 3 above, the amount for Basic Services as described in the attached Exhibit "A – DPC Time Extension (Revised 26 June 2014)" is increased by Seven Hundred Seventy Four Thousand

and No/100 Dollars (\$774,000) to Twelve Million Four Hundred Fifty Seven Thousand Five Hundred Forty Five and No/100 Dollars (\$12,457,545) and the Allowance for Additional Services is reduced by an equal amount to Ten Million Six Hundred Twenty Nine Thousand Eight Hundred and No/100 Dollars (\$10,629,800).

5. As it relates to the Production Architect's fee for the extension of Basic Services, the Compensation set forth in Paragraphs 3 and 4 constitutes a full accord and satisfaction and release of any other claims by Production Architect for its Basic Services through October 31, 2014. The Dr. Phillips Center expressly reserves all rights under the Production Architect Agreement to the Compensation for Production Architect's services set forth in Paragraphs 3 and 4, including without limitation all rights under Article VII Indemnification.

6. The Allowance amount for Reimbursable Expenses remains unchanged at a One Million Nine Hundred Seventy Five Thousand and No/100 Dollars (\$1,975,000).

7. Accordingly, the total contract value remains unchanged at Thirty Nine Million One Hundred Sixty Two Thousand Three Hundred Forty Five and No/100 Dollars (\$39,162,345).

DR. PHILLIPS CENTER:

PRODUCTION ARCHITECT:

Dr. Phillips Center for the Performing Arts, Inc.

HKS Architects, Inc.

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____