

**AMENDMENT NO. 2 TO
THE BOB CARR MANAGEMENT AGREEMENT**

THIS AMENDMENT NO. 2 TO THE BOB CARR MANAGEMENT AGREEMENT (Amendment 2) is made effective as of the ____ day of _____, 2018, by and between the **City of Orlando, Florida**, a municipal corporation organized and existing under the laws of the State of Florida ("City"), and the **Dr. Philips Center for the Performing Arts, Inc.** a Florida non-profit corporation ("DPC").

WHEREAS, City and DPC previously entered into the Bob Carr Management Agreement dated July 28, 2014, as amended by Amendment No. 1 to the Bob Carr Management Agreement dated September 1, 2017 ("Management Agreement") for DPC's management of the Bob Carr Performing Arts Centre on an interim basis;

WHEREAS, the term of the Management Agreement, as amended, is set to expire on August 31, 2018, and the City and DPC desire to further extend the term of the Management Agreement for one (1) additional year.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, the City and DPC hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated into and made a part of this Amendment No. 2 as if fully set forth herein.

2. Term. Pursuant to section 2.1 of the Management Agreement the City and DPC mutually agree to extend the Term for one (1) additional year commencing September 1, 2018 and ending on August 31, 2019 (Expiration Date), on the same terms and conditions set forth in the Management Agreement.

3. Except as specifically amended herein, all other terms, conditions, rights and obligations contained in the Management Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to The Bob Carr Management Agreement for the purpose herein expressed, the day and year first above written.

ATTEST:

By: _____
Denise Aldridge, City Clerk

City of Orlando, Florida

By: _____
Mayor

Dr. Philips Center for the Performing Arts, Inc.

By: _____
Katherine Ramsberger, President