

AMENDMENT ONE TO CONTRACT

THIS FIRST AMENDMENT (“Amendment”), effective as of the _____ day of _____, 2021 (“Effective Date”), is made by and between and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO (“CRA”)**, an entity created pursuant to Part III of Chapter 163, Florida Statutes and **ASCEND STUDIOS LLC**, a Florida limited liability company, hereinafter referred to as "Ascend" or “Contractor”. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

W I T N E S S E T H

WHEREAS, by lease agreement dated February 12, 2018 (“Lease”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference, the City of Orlando (“City”) leases certain open space within the Downtown Orlando Community Redevelopment Area located at 274 North Orange Avenue (“Park”) from Dr. Phillips City Center, LLC (“Landlord”), upon which the City and the CRA are constructing improvements as shown on Exhibit “B” attached hereto and incorporated herein by this reference (“Park Improvements”); and

WHEREAS, Ascend was selected to perform management and programming of the Park pursuant to a Request for Proposals (RFP18-0152) issued by the City of Orlando (“City”) on behalf of the CRA; and

WHEREAS, the parties previously entered into a contract dated March 4, 2020 (“Contract”), to cover Ascend’s services during the initial design phase (“Design Phase”) of the Park project; and

WHEREAS, the parties now desire to enter into this Amendment to cover Ascend’s services during the construction phase (“Construction Phase”) and subsequent management of the Park after construction of the Park improvements set forth in the Design Development Plans is complete (“Management Phase”) on the terms and conditions more fully set forth below;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and given one to the other, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. CONSTRUCTION PHASE SERVICES

During the Construction Phase, Ascend will assist the CRA and the CRA’s design professional,

GAI Consultants, Inc. (“GAI”) and the CRA’s construction contractor selected to buildout the Park (“Construction Contractor”), during the construction of the Park improvements set forth in the Design Development Plans by performing the following services:

- A. A/V Equipment.** Attached to this Amendment as Exhibit “C” is the proposed list of all audio visual and other equipment to be purchased by the CRA through Ascend for use in the operation of the Park (“A/V Equipment”). Said list contains the name of the manufacturer, model/part number, and quantity for each piece of equipment proposed for purchase for the Park project. Any changes to the equipment and/or associated costs listed on Exhibit “C” shall require the written approval of the CRA Executive Director or designee.
- B. A/V Equipment Services.** Ascend shall be responsible for sourcing, procuring, storing (from delivery through installation at the Park, as applicable), installing, programming, and all other project management services (“A/V Services”) related to the furnishing and outfitting of the A/V Equipment for the Park, excluding any electrical services required to be performed by a Florida licensed electrician.
- C. A/V Schedule.** At such time as notice to proceed is issued to the Construction Contractor, the CRA shall notify Ascend of the substantial completion date listed in the construction contract. Ascend acknowledges and agrees that the substantial completion date is not a guarantee by the CRA or the Construction Contractor that the Park site will be available for use and occupation by Ascend to perform site related A/V Services on that date but shall be used by Ascend as an approximate date that on or after which it can expect to begin providing such services. Ascend shall procure, deliver, and install all of the A/V Equipment and complete all other A/V Services on or before the date that is 45 days from the date that CRA notifies Ascend that Ascend is permitted access to the site. Upon completion of all such services, Ascend shall notify the CRA of completion and certify that such equipment is installed and fully operational. Risk of loss for each individual piece of A/V Equipment shall remain with Ascend prior to complete installation of such individual piece at the Park.
- D. A/V Equipment Cost.** As set forth on Exhibit “C”, the CRA shall pay Ascend, upon invoice, an amount equal to three hundred forty thousand seven hundred two dollars and forty-five cents (\$340,702.45) for the A/V Equipment, as may be modified by mutual agreement as set forth in subsection A. above (“Equipment Cost”). The CRA

shall pay within thirty (30) days of receipt and acceptance of such invoice from Ascend.

- E. Warranty.** Upon payment in full of the Equipment Cost by the CRA, Ascend shall assign any and all warranties, guarantees, and other rights owed to the purchaser of A/V Equipment to the CRA, which shall be the owner of all A/V Equipment.
- F. A/V Services Fee.** In addition to the \$36,000.00 Fee paid to Ascend for the Initial Design Work, in full and complete satisfaction of all costs, fees, and expenses for the A/V Services (excepting only the Equipment Cost), the CRA shall pay Ascend the total additional amount of eighty eight thousand one hundred sixty-nine dollars and seven cents (\$88,169.07). Said additional amount shall be paid in two equal installments, with the initial payment to be made to Ascend after invoice following the Effective Date of this Amendment and the second payment due after invoice following the Park Opening Date.

II. MANAGEMENT AND OPERATION OF THE PARK

- A. Annual Management Plan.** On or before ninety days prior to the date upon which the Park is first open to the public (“Park Opening Date”), Ascend shall prepare and provide to the CRA for its review and approval a management plan (“Management Plan”) for the first year of operation of the Park commencing on the Park Opening Date. Said Management Plan shall contain a description of planned activities and a proposed calendar of events, financial projections for the upcoming year, and a community engagement plan for the upcoming year. In addition, the Management Plan shall contain a description of any specific marketing plans and special activities surrounding the opening of the Park. Following submission of the Management Plan, Ascend and the CRA shall meet in good faith in order to coordinate marketing efforts related to the Park opening. Following this meeting, the CRA will commence marketing of the Park and its activities with such efforts to include but not be limited to, social media posts, inclusion of events on the events calendar on downtownorlando.com, and such other activities the CRA deems appropriate in its sole discretion. Annually thereafter, on or before ninety days prior to each successive anniversary of the Park Opening Date, Ascend shall prepare and provide to the CRA for its review and approval a Management Plan for the upcoming year containing the same information as the initial Management Plan, except that subsequent years shall

also include the prior year's financial statements and a post-event/post-activity report for the prior year.

B. Monthly Meetings. Ascend and the CRA, and the City at City's option, shall meet on a monthly basis ("Monthly Meetings") to review the Management Plan and upcoming events and activities. Prior to such meeting, Ascend shall provide a list of proposed new events, sponsors, advertising or vendors, grantors, donors, and subcontractors ("Park Activities"). The CRA's Executive Director (or his designee) will have veto rights over such Park Activities. The CRA shall endeavor to provide Ascend with any concerns related to upcoming Park Activities and/or exercise its veto rights within ten (10) business days of such Monthly Meeting. At the request of the CRA Executive Director or designee Ascend shall provide any event agreements, subcontracts, service contracts, grant agreements (or donations), advertising contracts and sponsorship agreements related to Park Activities.

C. Management Services. From and after the Park Opening Date, except as otherwise expressly provided herein, Ascend shall be responsible for the management and operation of the Park in accordance with the Contract and the approved Management Plan, including but not limited to:

1. Operating and staffing the Park each day for public use and/or private events between the hours of 7:00 a.m. to 11:00 p.m. Sunday through Thursday, and 7:00 a.m. to midnight. Friday and Saturdays, unless otherwise agreed in writing by the CRA's Executive Director or his designee. The Park will be open to the public at least seventy five percent (75%) of the hours that the Park is operated each week, unless otherwise agreed in writing by the CRA's Executive Director or his designee. The Park shall not be unattended at any time it is open for public or private use.
2. Operating a café out of the container improvement located in the Park a minimum of six (6) hours per day during the hours in which the Park is open, unless otherwise agreed in writing by the CRA's Executive Director or his designee.
3. Programming of food trucks at the Park. Ascend shall use reasonable best efforts to operate two food trucks for lunch and dinner with at least one truck rotating weekly unless otherwise agreed in writing by the CRA's Executive

Director or his designee, with such approval not to be unreasonably withheld. Ascend shall cause any food trucks and trailers located on the Park to be maintained in good condition, repair, and appearance.

4. Maintaining a beer and wine consumption on premises license, as necessary for events at the Park.
5. Maintaining the Park and Park improvements, including the café building, in a neat, clean, and good and sanitary condition and repair, free of garbage and other debris, and as otherwise required by the Landlord under the Lease, which obligation includes but is not limited to:
 - i. watering, lawn cutting, tree trimming, and other landscape maintenance to keep the lawn, plants, and trees in healthy condition and neat in appearance;
 - ii. daily site cleaning, including daily garbage removal to the designated City solid waste service location; and
 - iii. Twice daily restroom cleaning (once during the day and once at the close of the day).
 - iv. Regular painting, staining, and maintenance of benches, tables, and other improvements as needed to maintain a pleasant appearance.
6. Payment of all utility services at the Park (except non-ad valorem stormwater assessments), including but not limited to water, sewer, electrical, and solid waste services.
7. Payment of any sales and use taxes levied by any governmental taxing authority for activities related to the operation of the Park against Ascend, the City, the CRA, or the Landlord.
8. Payment of all taxes levied by any governmental taxing authority on machinery, equipment, inventory and all other property situated on the Park premises that are not part of the realty and are not the property of the City, the CRA, or the Landlord.
9. Repairing and maintaining (including asserting and management of any applicable warranty claims on behalf of the CRA) of all A/V Equipment and other Park Improvements. A/V Equipment shall be subject to replacement, as opposed to repair or maintenance, when repair costs exceed 50% of the item's

replacement value, unless the replacement is due to Ascend's negligence, in which case Ascend shall make such replacement at its sole cost and expense. If the repair cost exceeds 50% of the item's replacement value and Ascend is not obligated to replace such item as a result of its negligence, Ascend shall not be required to repair the item, and the CRA shall have the right, but not the obligation to replace such equipment or improvement and the CRA's discretion. The CRA's decision not to replace such equipment or improvement shall not be deemed a breach of this Agreement or subject the CRA to liability to Ascend for any reason. The LED wall, stage, and audio systems as shown on the attached Exhibit "B", are considered "Essential Equipment". Should the CRA decide not to replace any Essential Equipment, Ascend shall have the right to terminate this Contract upon one hundred twenty (120) days written notice to the CRA.

10. Securing the Park during all times, including times that it is closed. Such security shall include locking the container and gates to the Park at the close of each day and reasonably prohibiting access to the Park during hours of closure. Trespassers shall be kept off the Park premises to the extent reasonably feasible.
11. Providing monthly reports within fifteen (15) days of the end of each month and an annual summary report within thirty (30) days after each anniversary of the Park Opening Date, which obligation shall survive termination or expiration of the Contract. Monthly reports shall include at a minimum, a list of each event held at the Park during the month and a monthly profit and loss statement.
12. Complying with all applicable federal, state, and local laws, rules, regulations, codes and ordinances, including, but not limited to, the City of Orlando's Land Development Code and the Americans With Disabilities Act.

D. Alcohol. Ascend shall not permit the sale or consumption of alcoholic beverages in the Park, except that the sale of beer and wine only is allowed eight (8) times per month at public events and two times per week at private events provided that Ascend maintains the liquor liability insurance set forth in Section II. B. below.

E. Events and Activities. Ascend shall create and use a standard event agreement for

entities and individuals booking events at the Park (and if Ascend requires participants at an activity to sign an agreement or waiver to participate in activities at the Park, it shall also create and use a standard form for execution by participants). Such agreements shall contain a provision requiring the entity or person to indemnify and hold harmless the Landlord, the Parent (as hereinafter defined), the CRA, and the City in accordance with Section VI 1. of the Contract entitled “Indemnity”. In addition, any event agreement shall contain a cancellation provision allowing Ascend (or any successor operator of the Park, including but not limited to the CRA) the right to cancel such event upon not less than thirty (30) days notice. Such standard event agreements and participations forms shall be provided to the CRA for its review and approval prior to use. Upon termination or expiration of the Contract for any reason, any event agreements or participation forms for future events or ongoing activities will be provided to the CRA.

- F. Operational Expenses.** Except as set forth in this Amendment, Ascend shall be entitled to all revenues from operation of the Park, provided however, Ascend shall also be responsible for all costs, fees and expenses related to the operation and management of the Park. Notwithstanding the preceding, CRA shall be responsible for payment of all non-ad valorem stormwater assessments and ad valorem real estate taxes on the Park property.
- G. Conformance with the Lease.** During the term of the Agreement, Ascend shall comply with and take no action in violation of the Lease, as may be amended from time to time, (or which would constitute a violation of the Lease if such action were taken by the City as the Tenant under the Lease) and shall at all times operate and manage the Park in conformance with the terms and conditions of the Lease. Ascend shall not sublet all or any portion of the Park without the prior written consent of the CRA. Ascend shall not in any manner subject the Park premises or the City’s leasehold estate to a mortgage or any other form of lien, encumbrance, or indebtedness. In the event that the Landlord takes action under the Lease to cure a failure of the City to maintain and repair the Park in the manner required by the Lease, Ascend shall be responsible for any costs or other charges levied against the City as the Tenant under the Lease for such failure to properly maintain and repair the Park premises.

- H. Site Plan.** Ascend acknowledges and agrees that it is familiar with the Park as it exists as of the execution of this Amendment, and with its anticipated future layout and design as set forth in the Design Development Plans. Upon substantial completion of the Park Improvements set forth on the Design Development Plans, Ascend agrees to accept the Park in its then current “As Is” condition. From and after substantial completion of the Park Improvements, any further alterations and/or improvements to the Park that may be necessary or desirable for Ascend’s use or intended future uses shall be Ascend’s sole obligation and expense (and shall be removed by Ascend upon termination or expiration of the Contract), unless otherwise agreed in writing by the CRA’s Executive Director or his designee. Ascend shall not make any alteration or improvements to the Park layout or to the Park Improvements without the prior written consent of the Landlord and the CRA’s Executive Director or his designee.
- I. Park Access.** The CRA, City, and the Landlord shall have free access to the Park premises at all times for the purpose of inspecting the same. Notwithstanding the foregoing, it is agreed that none of such parties shall have the duty to inspect the premises for any reason.
- J. Condition of Premises at Termination or Expiration.** Upon the expiration or termination of the Contract for any reason, Ascend shall surrender and peacefully deliver possession of the Park and the Park Improvements to the CRA in a good, clean and sanitary condition, normal wear and tear excepted. In addition, upon the expiration or termination of the Contract, Ascend shall remove all personal equipment and other personal property owned by Ascend or its subcontractors from the Park unless otherwise agreed in writing by the CRA.

III. TERM OF CONTRACT

The term of the Contract is hereby extended until the date that is three (3) years from the Park Opening Date (“Initial Term”). Upon the conclusion of the Initial Term, the parties may by mutual written agreement of the parties in their sole discretion agree to extend the term of this Contract for up to three (3) additional two year periods.

IV. TERMINATION

Sections VI.B. and VI.C. of the Contract are hereby deleted and replaced in their entirety with the following provisions:

B. Termination for Convenience.

1. **Termination for Convenience Prior to the Park Opening Date.**

Notwithstanding any provision of the Contract to the contrary, at any time prior to the Park Opening Date, the CRA shall have the right in its sole discretion to terminate the Contract upon written notice to Ascend. In the event of such termination, the CRA shall be liable to Ascend for the cost of any A/V Equipment which had been ordered and cannot be cancelled by Ascend. The CRA shall also be liable to Ascend for any unpaid portion of the A/V Service Fee less the amount of forty-eight thousand eight hundred forty-three and 54/100 dollars (\$48,843.54) for the installation portion of the A/V Service Fee if Ascend has not commenced installation of the A/V Equipment in the Park prior to receipt of notice of termination. Any A/V Equipment ordered by Ascend that could not be cancelled shall be delivered to the CRA upon receipt by Ascend.

2. **Termination for Convenience After the Park Opening Date.** At any time after the Park Opening Date, either party may terminate the Contract for convenience without liability to the other party upon a minimum of one hundred and twenty days (120) written notice to the other party specifying the date of termination; provided, however, that neither party may terminate the Contract effective prior to the first anniversary of the Park Opening Date.

C. Termination for Default or by the Landlord.

1. **Termination for Default.** In the event of default by either party (the “Defaulting Party”) with respect to any of the provisions or obligations of this Agreement, the other Party (the “Non-Defaulting Party”) shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have fifteen (15) days in which to cure any default (the “Cure Period”). In the event that the Defaulting Party remains in default beyond the applicable Cure Period, if any, the Non-Defaulting Party may, at its option, upon written notice take one or more of the following actions: (i) grant additional time to cure the default, (ii) terminate the Agreement in its entirety, (iii) perform the

obligations of the Defaulting Party specified in such notice, in which case any expenditures reasonably made by the Non-Defaulting Party in so doing shall be deemed paid for the account of the Defaulting Party and the Defaulting Party agrees to reimburse the Non-Defaulting Party for said expenditures upon written demand; or (iv) take any other action available to the Non-Defaulting Party at law or in equity. Any remedies available to a party are cumulative and not mutually exclusive.

2. **Termination by Landlord.** Notwithstanding any provision of the Contract to the contrary, the Contract is subject to the terms of the Lease and any termination of the Lease shall result in a termination of the Contract effective as of the effective date of termination of the Lease. Any termination of the Contract under this subsection c. 2. shall not constitute a default by the CRA or subject the CRA to liability to Ascend for any reason.

V. ASSIGNMENT

By execution of an assignment in form and content as set forth on Exhibit “D” and delivery of said document to the CRA prior to the Park Opening Date, Ascend shall have the one time right to assign the Contract to Ascend Art Parks LLC, a wholly owned subsidiary of Ascend, effective as of the Park Opening Date. Upon assignment, Ascend shall remain jointly liable with the subsidiary for any work performed, or obligation incurred, by Ascend prior to the Park Opening Date, but the subsidiary shall be solely liable for work performed and obligations incurred from and after the Park Opening Date except for any warranty, maintenance, or other ongoing A/V Services provided by Ascend with respect to the A/V Equipment after the Park Opening Date. Except as set forth above, any other assignment of this Contract in part or in whole shall require the prior written approval of the City’s Chief Procurement Officer on behalf of the CRA.

VI. AMENDMENTS TO INDEMNITY AND INSURANCE PROVISIONS.

- A. **Indemnity.** The parties acknowledge and agree that the Lease required Dr. Phillips, Inc. d/b/a Dr. Phillips Charities (defined in the Contract as the “Parent”) to be included in the list of indemnified parties in Section VI.1. of the Contract, but said

entity was inadvertently omitted from the original Contract. Accordingly, such section is hereby amended effective retroactive to the effective date of the Contract to add the Parent to the list of indemnified parties in the first two sentences of such section, such that Parent is indemnified on the same basis and to the same extent as Landlord as of the effective date of the Contract, March 4, 2020.

B. Insurance.

13. Subsections VI. 1. d. and e. of the Contract entitled “Additional Insureds” and “Waiver of Subrogation” are hereby amended and restated in their entirety to add the City of Orlando, as follows:

- d. Additional Insureds. All insurance coverages furnished under a contract except Workers’ Compensation and Employers’ Liability shall include the Landlord, the City, and the CRA and their officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its subcontractors. The Landlord, the City, and the CRA shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.
- e. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, the CRA, and their officers, elected officials, agents and employees and against other Contractors and subcontractors.

2. In addition to the types of coverage to be provided set forth in Section VI.F.1.f (i) and (ii) of the Contract, as a new subsection (iii) thereto, from and after the Park Opening Date, Ascend shall also maintain the following coverage:

- (iii) Liquor Liability insurance in an amount not less than \$1,000,000 each common cause and \$2,000,000 in the aggregate

B. Casualty. If at any time during the term of the Contract, the Park or any Park Improvements are damaged by the negligence or willful misconduct of Ascend, or any of its employees or agents, Ascend at its sole cost and expense shall promptly and diligently restore the Park and any damaged or destroyed improvements to their prior condition. If at any time during the term of the Contract, the Park or any Park Improvements are damaged by fire or other casualty, other than by the negligence or

willful misconduct of Ascend, or any of its employees or agents, the CRA shall have the option within ninety (90) days after the date of the occurrence of such damage to either (i) notify Ascend that it is electing to repair such damage, in which event the Contract shall continue in full force and effect, or (ii) give written notice to Ascend of CRA's intention to cancel and terminate the Contract as of a date set forth in the notice of termination, in which event the Contract shall terminate as of that date. Ascend shall have no claim against the CRA for any damage, economic or otherwise, suffered by reason of damage, destruction, repair, restoration or the CRA's decision not to repair or restore the Park or any of its improvements. The CRA and Ascend agree that the CRA shall not be responsible in any way for costs, expenses, or losses of Ascend, including, but not limited to, costs of relocation, replacement location, unforeseen termination of the Contract, or uninsured or underinsured loss.

VII. ADDITIONAL PROVISIONS

- A. Ascend's services and other obligations under this Amendment shall constitute changes in the Work pursuant to Section VI. L. of the Contract and shall be performed in accordance with and are subject to the terms and conditions of the Contract applicable to the Work.
- B. The City's Chief Procurement Officer or written designee shall have the authority to act on behalf of the CRA in matters related to this Contract, including but not limited to the sending and receiving of any notices required hereunder. Any specific delegation of authority to a different person or position by title to act on behalf of the CRA contained in the Contract shall be deemed a grant of concurrent independent authority to act with respect to the limited specified matters, but shall not be deemed to preclude the Chief Procurement Officer from also acting independently on such matters.
- C. The Contract as amended is solely for the benefit of the parties to the Contract and the City, the Landlord, and the Parent, and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties other than the parties and the City, the Landlord, and the Parent.
- D. The CRA and Contractor hereby waive all rights to trial by jury and in any claim, action, proceeding or complaint by either party against the other (and/or the Landlord) on any matter arising out of or in any way connected with this

Contract, the Lease, the relationship of the Landlord and the City, the relationship of the CRA and the Contractor, any claim for injury or damage and any emergency statute or any other statutory remedy, and/or Contractor's, CRA's or City's use or occupancy of the premises.

- E. This Contract is subject to the terms, conditions, provisions and requirements of Section 448.095 of the Florida Statutes which is incorporated herein by this reference. Pursuant to Section 448.095 of the Florida Statutes, Contractor represents and warrants that it has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees and shall continue to do so at all times during the term of the Contract. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In all other respects, and except as specifically modified and amended herein, the Contract shall continue in full force and effect as written and the parties hereto agree to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

COMMUNITY REDEVELOPMENT AGENCY

By: _____
Chief Procurement Officer, City of Orlando

DAVID BILLINGSLEY, CPSM, C.P.M.
Name, Typed or Printed

Date: _____, 2021

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the CRA, only.

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

Date: _____, 2021

CONTRACTOR

By: _____
Signature

Name & Title, Typed or Printed

Date

EXHIBIT “A”

Lease

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into this 12 day of February, 2018 ("Effective Date"), between **DR. PHILLIPS CITY CENTER, LLC**, a Florida limited liability company ("Landlord"), and the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida ("Tenant").

For good and valuable consideration including the premises and mutual covenants and agreements hereinafter contained, Landlord, at the request of the Central Florida Young Men's Christian Association, Inc., a Florida not-for-profit corporation, which is a supported organization of Landlord's parent company, Dr. Phillips, Inc., a Delaware not-for-profit corporation, d/b/a Dr. Phillips Charities ("Parent"), does hereby lease, let and demise to Tenant, and Tenant does hereby lease from Landlord, the real property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Premises").

1. TERM

The term of this Lease shall be for a period of ten (10) years beginning on the first (1st) day of the month after the Effective Date, and ending at 11:59 p.m. on the last day of the tenth (10th) year thereafter, unless sooner terminated pursuant to the terms hereof.

2. USE OF PREMISES

a. Tenant shall only use the Premises for the installation, construction, operation, and maintenance of a pop-up park and public plaza, which may include on-site food and beverage service ancillary thereto, and for no other purpose. The

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Premises may not be used for any other purpose or activity nor may the Premises be used or occupied by any other party or entity except as specifically provided herein.

b. During the term of this Lease, Tenant shall (i) use and occupy the Premises in a careful, safe, and proper manner, (ii) keep the Premises in a clean, sanitary, and safe condition, (iii) keep the Premises in good condition and repair as more particularly set forth herein, and (iv) not use the Premises in such a manner as to create any nuisance or create a negative perception of the quality and character of the Premises and/or other properties owned by Landlord or Parent. Tenant shall not permit the Premises to be used for any unlawful, disreputable, or immoral purpose or in any way that will cause tangible or intangible injury. Tenant shall not display or distribute or allow the display or distribution of any product or service at the Premises which Landlord, in its sole opinion, shall deem obscene, objectionable, or immoral. No food or beverages (other than water) shall be distributed from the Premises that is not paid for by the consumer at prices equivalent to those prices offered by business establishments in the Downtown Orlando Central Business District. Restrooms at the Premises shall be locked at all times unless a representative of the City or the third-party vendor operating the park or food/beverage service is present at the Premises. Tenant shall not permit the sale or consumption of alcoholic beverages at the Premises, except that the sale of beer and wine only is allowed at a special event one day per month, or on a more frequent basis as approved by Landlord, provided that the host or operator of such event complies with the insurance and indemnification requirements of Paragraph 11. c. herein, and includes liquor liability insurance as part of its insurance coverage. The Premises shall be named the "Orange Robinson Park" and shall not be referred to by

any other name. Except for signage recognizing Dr. Phillips Charities, no monuments, plaques, memorials, or tributes may be erected or maintained at the Premises. In the event of a breach of this Paragraph 2., upon notice, Tenant shall take all appropriate steps so as to cease or remedy all improper acts immediately. Except as otherwise provided in this Lease, Tenant shall regulate the use of the Premises in accordance with the regulations in Chapter 18A, City Code of the City of Orlando, entitled "Parks and Outdoor Public Assemblies", except that the opening and closing hours of the park shall be 6 A.M. to 9 P.M., seven days a week.

3. ASSIGNMENT AND SUBLEASE

a. Tenant may not assign this Lease or otherwise transfer this Lease or any interest therein without the prior written consent of Landlord, which consent shall be in Landlord's sole and absolute discretion.

b. Tenant may not sublet all or any portion of the Premises except that Tenant may (i) with the prior written consent of Landlord, which consent will not be unreasonably withheld, enter into a management contract with a third-party vendor for the operation of an on-site food and beverage service, (ii) without the prior written consent of Landlord enter into a management contract with a third-party vendor for the operation of the park, and (iii) without the prior written consent of Landlord, allow third-parties to reserve all or part of the Premises for special events. Tenant shall not in any manner subject the Premises or Tenant's leasehold estate to a mortgage or any other form of indebtedness.

4. MAINTENANCE

a. Tenant assumes the responsibility for maintenance and repair of the Premises for and during the term of this Lease, at Tenant's sole cost and expense. At all times the Premises shall be maintained by Tenant in a neat, clean, and safe fashion. All plants shall be properly maintained, trimmed and otherwise well cared for by Tenant. All benches, tables, and other improvements shall be painted, stained or otherwise maintained by Tenant in a pleasant appearance. All benches and low walls shall incorporate designs so as to deter sleeping and skating. All trash and recycling receptacles shall be emptied daily by Tenant. Any buildings (including trailers and other modular buildings) shall be maintained by Tenant in good condition and repair. Landlord shall not be responsible for any maintenance or repairs to the Premises during the term of this Lease.

b. In the event that Tenant does not make the repairs to (or replacements of) the Premises or any part thereof which Tenant is required to make hereunder, then, following twenty (20) days written notice from Landlord to Tenant and Tenant's failure to make such repairs (or replacements) within such twenty (20) day time period, Landlord may proceed with such repairs (or replacements) and, in such event, Tenant covenants and agrees to reimburse Landlord for the cost of such repairs (or replacements), plus ten percent (10%) of such costs for supervision, within twenty (20) days following written notice given by Landlord to Tenant of the amount due. For the purposes of this paragraph, cost is defined as actual cost of labor, plus Landlord's historical overhead percentage factor, plus materials. Overhead includes, but is not limited to, such items as employment taxes, group insurance, bonus, lost time, annuity cost, profit sharing, and vehicle operating and maintenance expense.

5. OPERATION COSTS

Tenant shall pay all costs of operation resulting from its use of the Premises as hereinbefore described, including all utilities.

6. TAXES

a. Tenant agrees that during the term of this Lease Tenant will pay all taxes levied by any governmental taxing authority on machinery, equipment, inventory and all other property situated on the Premises that are not part of the realty and are not the property of Landlord, and any sales or use tax levied or assessed against Tenant by any governmental taxing authority.

b. In November of each year during the Lease term, Landlord will pay all ad valorem real estate taxes assessed or levied against the Premises by any appropriate governmental or quasi-governmental taxing authority, subject, however, to the provisions of Paragraph 6. c. below. Landlord will have the exclusive right, but not the obligation, to contest or appeal any assessment of real estate taxes levied on the Premises by any governmental or quasi-governmental taxing authority.

c. Tenant agrees to reimburse Landlord each calendar year the amount of ad valorem real estate taxes paid by Landlord in November of each year pursuant to subparagraph b. above. Any amount due Landlord hereunder for a period of less than one full calendar year shall be prorated on the basis of the ratio which the number of days in such period bears to the total number of days in such calendar year. All such amounts shall be paid by Tenant within twenty (20) days following notice given by Landlord to Tenant of the amount due.

7. STORMWATER UTILITIES

Landlord shall timely pay those certain charges arising under the City of Orlando's Stormwater Utility Code, and Tenant shall reimburse Landlord such amount within twenty (20) days following notice given by Landlord to Tenant of the amount paid.

8. NET LEASE

a. This Lease is intended to be a net lease to Landlord, free of any deductions, charges, or expenses. Costs, fees, taxes, interest, charges, expenses, reimbursements and obligations of every kind and nature whatsoever which Tenant assumes or agrees to pay under any of the provisions of this Lease shall be paid or discharged by Tenant without notice and without abatement or deduction.

9. IMPROVEMENTS

a. Tenant accepts the Premises in "as is" condition. Any improvements necessary for Tenant's use or occupancy including, but not limited to, any improvements that might be required by Federal, state or local law or regulation (e.g., the Americans with Disabilities Act or any similar Florida law), shall be at Tenant's sole expense. Prior to making any improvements to or changes to the Premises, Tenant shall submit two (2) detailed sets of Tenant's proposed plans and specifications to Landlord. Depending on the nature of the proposed improvements, Landlord may require Tenant to have the plans certified and sealed. All such improvements and/or changes are subject to Landlord's written approval and such conditions as Landlord may require. By way of example and not limitation, if Landlord exercises its rights to require either removal or retention of improvements at the time of Landlord's consideration of said improvements, Landlord may condition approval on Tenant's

written acknowledgment of that election as well as Tenant's responsibilities flowing therefrom. In the event that Landlord elects, either at the time of Landlord's consideration of said improvements or at the termination of this Lease, to have Tenant remove the improvements, Tenant shall be required to restore the Premises to its original condition. Landlord may withhold consent to improvements or changes in its sole discretion. Upon Landlord's request, Tenant shall furnish Landlord with copies of all permits issued by the appropriate governmental authority. Within thirty (30) days of the completion of construction, Tenant shall furnish Landlord with a set of "as built." Except as expressly provided herein, Tenant shall not mar, change, remove, add to, or alter any part of the Premises, or commit or permit any waste or despoilment of the Premises or the improvements thereon.

b. Tenant shall submit two (2) sets of plans and specifications to Landlord for all proposed exterior signs on the Premises. The placement, installation, and content of signs are subject to the Landlord's written approval. Landlord may impose such conditions on the placement, installation and content of signs as Landlord deems reasonable or necessary. Tenant shall not permit any political campaign signs to be placed or displayed at the Premises. Landlord may require Tenant to remove any sign that is placed or displayed at the Premises contrary to the provisions hereof or any sign that Landlord otherwise determines is objectionable. Upon such notice, Tenant shall immediately remove the sign. Tenant also acknowledges that the existence of a sign that violates the provisions hereof, for whatever duration and whether with or without the knowledge of one or more representatives of Landlord, does not constitute a waiver of Landlord's right to require Tenant to remove the same.

c. Subject to the provisions of Paragraph 9. a. above, Tenant agrees to construct, at its sole expense, the improvements generally depicted on Exhibit "B" attached hereto and incorporated herein by June 30, 2018. Tenant shall not attempt to modify the zoning or land use designation of the Premises without Landlord's prior written consent, which consent shall be in Landlord's sole discretion. The improvements shall include signage approved by Landlord recognizing Dr. Phillips Charities.

d. Notwithstanding the provisions of Paragraph 9. a. above, unless Landlord subsequently notifies Tenant to the contrary, Tenant shall not be required to remove, and shall not remove, the improvements to the Premises generally depicted on Exhibit "B" upon the termination or cancellation of this Lease, and Tenant shall leave the buildings and other improvements in place, which shall become the property of Landlord and be deemed conforming improvements and structures under the zoning and land use designation applicable to the Premises. Tenant agrees to execute any documentation reasonably requested by Landlord to transfer ownership of the improvements to Landlord. This Paragraph 9. d. shall survive the termination or cancellation of this Lease.

10. CONSTRUCTION LIENS

Any consent Landlord may give to Tenant to allow Tenant to construct improvements on the Premises or to make any alterations or additions thereto shall not be deemed improvements required by an agreement between Landlord and Tenant, within the meaning of the Florida Construction Lien Law. All contractors, subcontractors, mechanics, laborers, materialmen and others who perform any work,

labor or services, or furnish any materials or otherwise participate in the construction of improvements on the Premises, are hereby given notice that Tenant is not authorized to subject Landlord's interest in the Premises to any claim for any construction or other lien, and all persons dealing directly or indirectly with Tenant may not look to the interest of the Landlord in the Premises as security for payment for such labor, services or materials. An appropriate notice to such effect will be prepared in recordable form by Landlord and Tenant and recorded in the Public Records of Orange County, Florida. In addition, prior to the commencement of any work, labor or services or the furnishing of any materials in the construction of improvements on the Premises, Tenant shall (a) notify in writing any contractor or lienor making any improvements or engaging in any maintenance that this Lease contains this provision prohibiting liability of Landlord for any lien, claim of lien, or notice of non-payment pursuant to Section 713.10(2)(a), Florida Statutes, and (b) provide Landlord with a copy of each such notice.

If any construction or other lien shall be filed against the Premises, or any improvements thereon, by reason of or arising out of any labor or material furnished or alleged to have been furnished or to be furnished to or for Tenant at or on the Premises or by reason of any changes, alterations or additions to the Premises, Tenant shall within thirty (30) days after receipt of notice from Landlord either pay such lien or cause the same to be bonded off the Premises in the manner provided by applicable law. Tenant shall also defend on behalf of Landlord, at Tenant's sole cost and expense, any action, suit or proceedings which may be brought thereof for the enforcement of any such lien and Tenant shall pay any damage (including any damage resulting from Tenant's failure to give the notice required by the immediately preceding paragraph)

and discharge any judgment entered thereon and save harmless Landlord from any claim for damage resulting therefrom.

11. INSURANCE AND LIABILITY

a. Tenant is a Florida municipal corporation and shall insure the property through its self-insurance program. Tenant's limits of tort liability are set forth in Section 768.28, Florida Statutes, and, nothing herein shall be construed to extend the liabilities of Tenant beyond that provided in Section 768.28, Florida Statutes. Further, nothing herein is intended as a waiver of Tenant's sovereign immunity under Section 768.28, Florida Statutes. All of Tenant's obligations under the provisions of this Lease are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes. Upon Landlord's request from time to time, Tenant shall provide Landlord with a statement of self-insurance, which shall set forth the conditions of Tenant's self-insurance program.

b. Landlord has a master commercial general liability insurance policy insuring all of its properties, including the Premises, and Tenant agrees to pay Landlord the portion of the annual premium allocated to the Premises, which is estimated at \$1,500.00 per year as of the Effective Date. Tenant shall pay Landlord such amount within twenty (20) days following notice given by Landlord to Tenant of the amount due. Notwithstanding anything in this Lease to the contrary, nothing herein is intended as a waiver of Tenant's sovereign immunity under Section 768.28, Florida Statutes, and under no circumstances shall Tenant be liable to Landlord (or any person or entity claiming under or through Landlord) under any contract, negligence, strict liability, or

other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set for tort liability in Section 768.28 of the Florida Statutes.

c. Tenant shall require each of the operator of the on-site food and beverage service and the vendor operating the park, if any, to maintain commercial general liability insurance covering bodily injury and property damage with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, naming Landlord and Tenant as additional insureds on the policy, and providing Landlord and Tenant with proof of insurance. Tenant shall further require each of the operator of the on-site food and beverage service and the vendor operating the park, if any, to indemnify, hold harmless and defend Landlord and Parent from and against any and all liability, liens, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any kind and nature arising or growing out of or in any way connected with the use, occupation, management or control of the Premises and the improvements thereon. Tenant shall further require each of the operator of the on-site food and beverage service and the vendor operating the park, if any, to satisfy, pay and discharge any and all judgments, orders and decrees that may be entered against Landlord or Parent in any such action or proceedings, and provide that in the event the operator of the on-site food and beverage service or the vendor operating the park, if any, fails to perform under the provisions of this subparagraph above within ten (10) days after notice, Landlord or Parent may at its option take whatever reasonable action Landlord or Parent deems necessary to cure such party's failure to perform, with such party agreeing to pay Landlord and Parent for all damages, costs, fees, expenses, judgments, charges and reasonable attorneys' fees incurred by Landlord or Parent

(including on appeal) in exercising its rights under this subparagraph. As to any claims coming within the provisions of this subparagraph, the provisions hereof shall survive the termination of this Lease.

d. Tenant shall require any group, entity or organization having a special event at the Premises to comply with the requirements regarding insurance and indemnification set forth in subparagraph c. above.

12. HOLD HARMLESS

a. Subject to the limits of Tenant's sovereign immunity under Section 768.28, Florida Statutes, Tenant covenants and agrees that Tenant will indemnify, hold harmless and defend Landlord and Parent from and against any and all liability, liens, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any kind and nature arising or growing out of or in any way connected with the use, occupation, management or control of the Premises and the improvements thereon, or which may be the result of any breach, violation or nonperformance of any covenant, condition or agreement herein contained on the part of Tenant to be kept and performed.

b. In the event Tenant fails to perform under the provisions of subparagraph a. above within ten (10) days after notice, Landlord or Parent may at its option take whatever reasonable action Landlord or Parent deems necessary to cure Tenant's failure to perform, and Tenant agrees to pay Landlord and Parent for all damages, costs, fees, expenses, judgments, charges and reasonable attorneys' fees incurred by Landlord or Parent (including on appeal) in exercising its rights under this Lease.

c. As to any claims coming within the provisions of this Paragraph, the provisions hereof shall survive the termination of this Lease.

13. HAZARDOUS MATERIALS AND POLLUTANTS

Tenant shall not allow any hazardous material, pollutants or contaminants to be located in, on or under the Premises or allow the Premises to be used for the manufacturing, handling, storage, distribution or disposal of any hazardous material, pollutants or contaminants. Tenant shall comply with all environmental regulations applicable to the Premises and Tenant's use of the Premises. Notwithstanding Tenant's sovereign immunity under Section 768.28, Florida Statutes, if Tenant breaches its obligations set forth herein, Tenant shall release, indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including reasonable attorney's fees which may arise during or after the term of this Lease as a result of such contamination. In the event Tenant discharges and/or learns of a discharge upon the Premises of any hazardous material, pollutant or contaminant, Tenant shall immediately undertake to contain, remove, and abate the discharge. Tenant shall also immediately contact Landlord via telephone and written correspondence to notify Landlord of such discharge. Failure of Tenant to comply with the provisions of this Paragraph shall constitute a default. Tenant shall have no obligation to undertake any environmental remediation of hazardous materials, pollutants or contaminants on the Premises if: (i) such hazardous materials, pollutants or contaminants existed on the Premises prior to the Effective Date and Tenant has not caused, permitted, contributed to or exacerbated the presence of same; or (ii) such hazardous materials, pollutants or contaminants have migrated on to the Premises from

an off-site source and Tenant has not caused, contributed to or exacerbated the presence of same.

14. ATTORNEYS' FEES

In the event any action or proceeding is brought by Landlord or Tenant to enforce this Lease or resolve any dispute between the parties (including, without limitation, any mediation and all appeals), the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

15. COMPLIANCE WITH LAWS

Tenant shall promptly execute and comply with, at its sole expense, all present and future statutes, ordinances, rules, orders, regulations and requirements of the federal, county, city and state governments, and of any and all of their departments and bureaus, including without limitation, compliance with the Americans With Disabilities Act, which may be applicable to the Premises or Tenant's use thereof.

16. ENTRY UPON THE PREMISES

Tenant covenants and agrees that Landlord shall have free access to the Premises at all reasonable times for the purpose of inspecting the same. Notwithstanding the foregoing, it is agreed that Landlord shall have no duty to inspect the Premises for any reason. Tenant acknowledges that any inspections that Landlord makes are courtesy inspections without prejudice to any rights of Landlord.

17. CONDEMNATION PROCEEDINGS

Tenant covenants and agrees that in the event the Premises, or any part thereof, shall be taken or condemned by any authority having such power, Tenant shall have no claims against Landlord and all right to compensation, if any, is herein reserved in Landlord. The foregoing shall not deprive Tenant of any other rights it may have in any such condemnation proceeding.

18. SURRENDER

Upon the expiration or termination of the lease, Tenant shall surrender the Premises to Landlord in a clean and secure condition. All hazards created by the removal of improvements required to be removed pursuant to Paragraph 9. above shall be corrected by the Tenant prior to surrender.

19. QUIET ENJOYMENT

Landlord covenants that Tenant, on performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the Premises for the term aforesaid.

20. BINDING EFFECT

The covenants and agreements contained in the foregoing Lease are binding upon the parties hereto and their successors, respective heirs, executors, administrators, legal representatives, and assigns.

21. TERMINATION FOR CONVENIENCE

Either party may cancel this Lease upon giving one hundred eighty (180) days advance written notice to the other party, provided, however, that the Landlord shall not exercise its termination rights herein during the first five (5) year term of the Lease. Upon the termination of the Lease pursuant to this section the Lease shall be deemed terminated and of no further force and effect (except for any provisions that expressly survive the termination or cancellation of this Lease) and Tenant shall vacate the Premises. After either party gives written notice as set forth above, Tenant shall continue to comply with and be bound by all of the other terms and conditions of this Lease.

22. DEFAULT

In addition to matters addressed elsewhere in this Lease, the following events shall constitute defaults hereunder by Tenant:

- a. Monetary Default: Failure to pay any sum required under this Lease when due.
- b. Non-Monetary Default: Failure to comply with each and every term, provision, covenant and condition of this Lease except for a Monetary Default as defined above.

Except as otherwise expressly provided in this Lease, the notice/cure period for a Monetary Default is ten (10) days and the notice/cure period for a Non-Monetary Default is twenty (20) days.

Subject to the notice and cure provisions of this Lease, as applicable, if Tenant is in default, Landlord may exercise any one or more of the following rights/remedies:

- a. Terminate this Lease on the date specified in said notice; and/or
- b. Retake possession of the Premises.

The remedies set forth above shall be deemed to be cumulative, and shall not preclude Landlord from enforcing any other remedy or right provided in this Lease or by law. In all events, Tenant shall remain liable for the payment of any and all sums due under this Lease until paid in full, including, without limitation, all expenses for physical damage, attorney fees and costs (including but not limited to those on appeal) incurred in enforcing any remedy set forth herein or provided by law or otherwise. All sums to be paid or reimbursed to Landlord under this Lease shall bear interest at the highest rate permitted by law from the date upon which such sum became due until receipt of payment or reimbursement.

23. ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties relating to the matters set forth herein, and shall supersede all prior written or oral agreements or understandings between the parties with respect to the matters set forth herein.

24. SEVERABILITY

If any term or provision of this Lease, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this

Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law. This Lease shall not be construed against the drafter of this Lease.

25. VALIDITY PERFORMANCE AND ENFORCEMENT OF LEASE; VENUE; TIME; WAIVER OF JURY TRIAL

The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease. The exclusive venue of any action that in whole or in part involves this Lease, the Premises, or affects, directly or indirectly, this Lease and/or Premises, in which Landlord is either a party or claims an interest, shall be in Orange County, Florida. It is covenanted and agreed between the parties hereto that time is of the essence in this Lease and this provision shall apply to all terms and conditions contained herein. Landlord and Tenant each hereby waive all rights to trial by jury in any claim, action, proceeding or complaint by either party against the other on any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, any claim for injury or damage and any emergency statute or any other statutory remedy and/or Tenant's use or occupancy of the Premises.

26. RECORDING OF LEASE

Tenant agrees that this Lease shall not be recorded in any public record. However, Tenant further agrees, however, that if Landlord submits a Memorandum of Lease to Tenant for recording, Tenant shall execute and deliver the same to Landlord within fifteen (15) days of submission.

27. NO PARTNERSHIP

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of Tenant's business or otherwise, or a joint venturer, or member of a joint enterprise with Tenant.

28. NO PUBLIC DEDICATION

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Premises to the general public.

29. SERVING OF NOTICES

Any notice, consent, election, demand, delivery or exercise of any option required or permitted under any portion of this Lease shall be deemed to be made, given, served and complete when either hand delivered (by a party's agents and/or a service) or when deposited in the United States Mail, certified, postage prepaid and addressed as follows:

Dr. Phillips City Center, LLC
c/o Dr. Phillips, Inc.
Post Office Box 692709
Orlando, Florida 32869-2709

(or such other place as Landlord may direct in writing).

City of Orlando, Florida
Attention: Real Estate Manager
400 South Orange Avenue
Orlando, Florida 32801

with copy to:

Community Redevelopment Agency of the City of Orlando
Attention: Executive Director
400 South Orange Avenue
Orlando, Florida 32801

(or such other place as Tenant may direct in writing).

If notice is only given by certified mail, three (3) days shall be added to the period of notice.

**REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURES ON THE FOLLOWING PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the
day and year first above written.

Witnesses:

Sign: Troy W. Finnegan

Print Name: Troy W. Finnegan

Sign: Meissa Soranno

Print Name: MEISSA SORANNO

LANDLORD:

DR. PHILLIPS CITY CENTER, LLC

By: Dr. Phillips, Inc.,
its sole Member

By: Kenneth D. Robinson
Kenneth D. Robinson
President

Witnesses:

Sign: Denise Holdridge

Print Name: DENISE HOLDRIDGE

Sign: Genovie Inzary

Print Name: GENOVIE INZARY

TENANT:

CITY OF ORLANDO, FLORIDA

Buddy Dyar
Mayor Pro Tem

Print Name: Buddy Dyar

ATTEST:

Denise Aldridge
Denise Aldridge, City Clerk

APPROVED AS TO FORM AND
LEGALITY for use and reliance of the
City of Orlando, Florida on

February 12, 2018

Walter Powell
Assistant City Attorney

EXHIBIT "A"

(274 N. Orange Ave., Orlando, FL 32801)

Legal Description

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 34, OF R. R. REID'S ADDITION TO ORLANDO, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK C, AT PAGES 62 AND 63, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THENCE RUN SOUTH 90 FEET; THENCE WEST 106 FEET; THENCE NORTH 90 FEET; THENCE EAST 106 FEET TO THE POINT OF BEGINNING, LESS THE EAST 10 FEET THEREOF FOR STREET PURPOSES.

AND

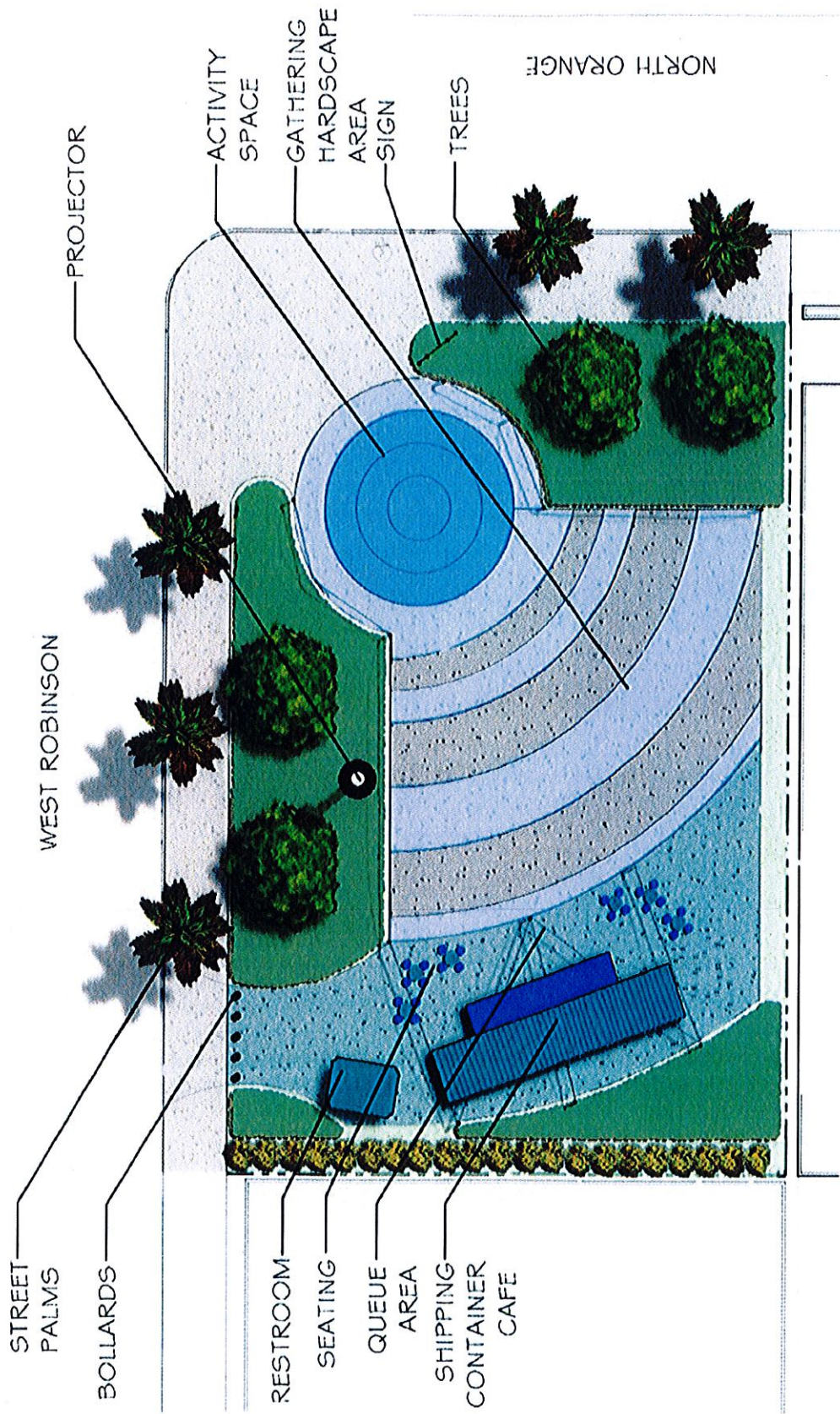
ALSO THE EAST 30 FEET OF THE WEST 84 FEET OF A PARCEL BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 34, OF R. R. REID'S ADDITION TO ORLANDO, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK C, AT PAGES 62 AND 63, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THENCE RUN SOUTH 90 FEET; WEST 190 FEET; NORTH 90 FEET; EAST 190 FEET TO THE POINT OF BEGINNING.

4

EXHIBIT "B"

Conceptual Plan

Orange Robinson



AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (Amendment) is made and entered into this ____ day of _____, 2021 ("Effective Date"), by and between the **DR. PHILLIPS CITY CENTER, LLC**, a Florida limited liability company ("Landlord"), and the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida ("Tenant").

WHEREAS, the Landlord and Tenant previously entered into a Lease Agreement dated February 12, 2018 (the "Lease") for the Landlord's lease of the real property described therein to the Tenant for the installation, construction, operation, and maintenance of a pop-up park and public plaza; and

WHEREAS, the Tenant has requested that the Lease be amended to increase the length of the Lease term an additional three (3) years, increase the number of days allowed for alcohol sales from one (1) day per month to eight (8) public events per month and two (2) private events per week, allow for the park to be named Art², and modify the hours of operation of the park; and

WHEREAS, the Landlord has agreed to the Tenant's request to amend the lease as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant hereby agree to amend the Lease as follows:

1. RECITALS. The above recitals are true and correct and are incorporated into and made a part of this Amendment to Lease Agreement as if fully set forth herein.

2. TERM. The following changes are made to Section 1 of the Lease entitled, "TERM".

Additions are shown in double underline and deletions are shown in ~~strike through~~:

1. TERM

The term of this lease shall be for a period of ten (10) years beginning on ~~the first~~
~~(1st) day of the month after the Effective Date~~ October 1, 2021 (Lease Commencement Date),
and ending at 11:59 p.m. on ~~the last day of the tenth (10th) year thereafter~~ September 30,
2031 (Lease Expiration Date), unless sooner terminated pursuant to the terms hereof.

3. USE OF PREMISES. The following changes are made to Section 2.b of the Lease.

Additions are shown in double underline and deletions are shown in ~~strike through~~:

2. USE OF PREMISES

b. During the term of this Lease, Tenant shall (i) use and occupy the Premises in a careful, safe, and proper manner, (ii) keep the Premises in a clean, sanitary, and safe condition, (iii) keep the Premises in good condition and repair as more particularly set forth herein, and (iv) not use the Premises in such a manner as to create any nuisance or create a negative perception of the quality and character of the Premises and/or other properties owned by Landlord or Parent. Tenant shall not permit the Premises to be used for any unlawful, disreputable, or immoral purpose or in any way that will cause tangible or intangible injury. Tenant shall not display or distribute or allow the display or distribution of any product or service at the Premises which Landlord, in its sole opinion, shall deem obscene, objectionable, or immoral. No food or beverages (other than water) shall be distributed from the Premises that is not paid for by the consumer at prices equivalent to those prices offered by business establishments in the Downtown Orlando Central Business District. Restrooms at the Premises shall be locked at all times unless a representative of the City or the third-

party vendor operating the park or food/beverage service is present at the Premises. Tenant shall not permit the sale or consumption of alcoholic beverages at the Premises, except that the sale of beer and wine only is allowed ~~at a special event one day per month~~ at eight (8) public events per month and two (2) private events per week, or on a more frequent basis as approved by Landlord, provided that the host or operator of such event complies with the insurance and indemnification requirements of Paragraph 11.c. herein, and includes liquor liability insurance as part of its insurance coverage. The Premises shall be named ~~the "Orange Robinson Park"~~ Art², or such other name as requested by Tenant and approved by Landlord, and shall not be referred to by any other name. Except for signage recognizing Dr. Phillips Charities, no monuments, plaques, memorials, or tributes may be erected or maintained at the Premises. In the event of a breach of this Paragraph 2., upon notice, Tenant shall take all appropriate steps so as to cease or remedy all improper acts immediately. Except as otherwise provided in this Lease, Tenant shall regulate the use of the Premises in accordance with the regulations in Chapter 18A, City Code of the City of Orlando, entitled "Parks and Outdoor Public Assemblies", except that the opening and closing hours of the park shall be ~~6 A.M. to 9 P.M., seven days a week~~ Sunday through Thursday, 7 a.m. to 11 p.m., and Friday and Saturday, 7 a.m. to 12 midnight, unless other times are approved in writing by Landlord.

4. IMPROVEMENTS. The following changes are made to Section 9 of the Lease. Additions are shown in double underline and deletions are shown in ~~strike through~~. Exhibit B of the Lease is hereby deleted and replaced with Exhibit B-1 attached hereto, and incorporated herein, by reference.

9. IMPROVEMENTS.

c. Subject to the provisions of Paragraph 9.a. above, Tenant agrees to construct, at its sole expense, the improvements generally depicted on Exhibit "B-1" attached hereto and incorporated herein ~~by June 30, 2018~~ within two hundred seventy (270) days of the Lease Commencement Date. Tenant shall not attempt to modify the zoning or land use designation of the Premises without Landlord's prior written consent, which consent shall be in Landlord's sole discretion. The improvements shall include signage approved by Landlord recognizing Dr. Phillips Charities.

b. Notwithstanding the provisions of Paragraph 9.a. above, upon the termination or cancellation of this Lease, Tenant may remove any personal property and equipment installed by Tenant on the Premises and not permanently affixed to the Premises, including, but not limited to, audio-visual and computer equipment, artwork, and appliances, and restore the Premises to its original condition, normal wear and tear excepted. ~~u~~Unless Landlord subsequently notifies Tenant to the contrary, upon the termination or cancellation of this Lease, Tenant shall not be required to remove, and shall not remove, any buildings, structures, improvements and fixtures permanently attached to the Premises such that the removal would cause damage to the Premises, ~~the improvements to the Premises generally depicted on Exhibit "B" upon the termination or cancellation of this Lease,~~ and Tenant shall leave ~~the buildings and other improvements~~ such items in place, which shall become the property of Landlord and be deemed conforming improvements and structures under the zoning and land use designation applicable to the Premises. Tenant agrees to execute any documentation reasonably requested by Landlord to transfer ownership of the improvements to Landlord. This Paragraph 9. d. shall survive the termination or cancellation of this Lease.

5. TERMINATION FOR CONVENIENCE. The parties acknowledge and agree that for purposes of Section 21 of the Lease, entitled, "Termination for Convenience", the first five (5) year term of the lease begins on the Lease Commencement Date of October 1, 2021 set forth in Section 2 above of this Amendment.

6. LEASE AGREEMENT. The purpose of this Amendment is to amend the Lease as provided herein, and except as specifically amended herein, all terms, conditions, provisions, rights and obligations contained in the Lease shall remain in full force and effect.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Amendment to Lease Agreement as of the day and year first written above.

Witnesses:

Sign: _____

Print Name: _____

Sign: _____

Print Name: _____

LANDLORD:

DR. PHILLIPS CITY CENTER, LLC

By: Dr. Phillips, Inc.,
its sole Member

By: _____
Kenneth D. Robinson
President

Witnesses:

Sign: _____

Print Name: _____

Sign: _____

Print Name: _____

TENANT:

CITY OF ORLANDO, FLORIDA

Mayor Pro Tem

Print Name: _____

ATTEST:

Stephanie Herdocia, City Clerk

APPROVED AS TO FORM AND
LEGALITY for use and reliance of the
City of Orlando, Florida on

_____, 2021

Assistant City Attorney

EXHIBIT B-1

Exhibit B



EXHIBIT “B”

Park Improvements

[illegible]

PROJECT NUMBER A171077.00

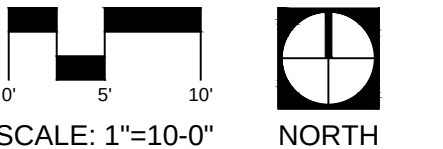
DATE: 08/30/2021

SCALE: 1" = 10'-0"

DRAWN BY: JNT

CHECKED BY: _____ RCP

DRAWING SCALE AND NORTH ARROW



SHEET TITLE
SITE PLAN

SHEET NUMBER _____

SP.01

A GAI CONSULTANTS, INC SERVICE GROUP

EXHIBIT B Page 1 of 1

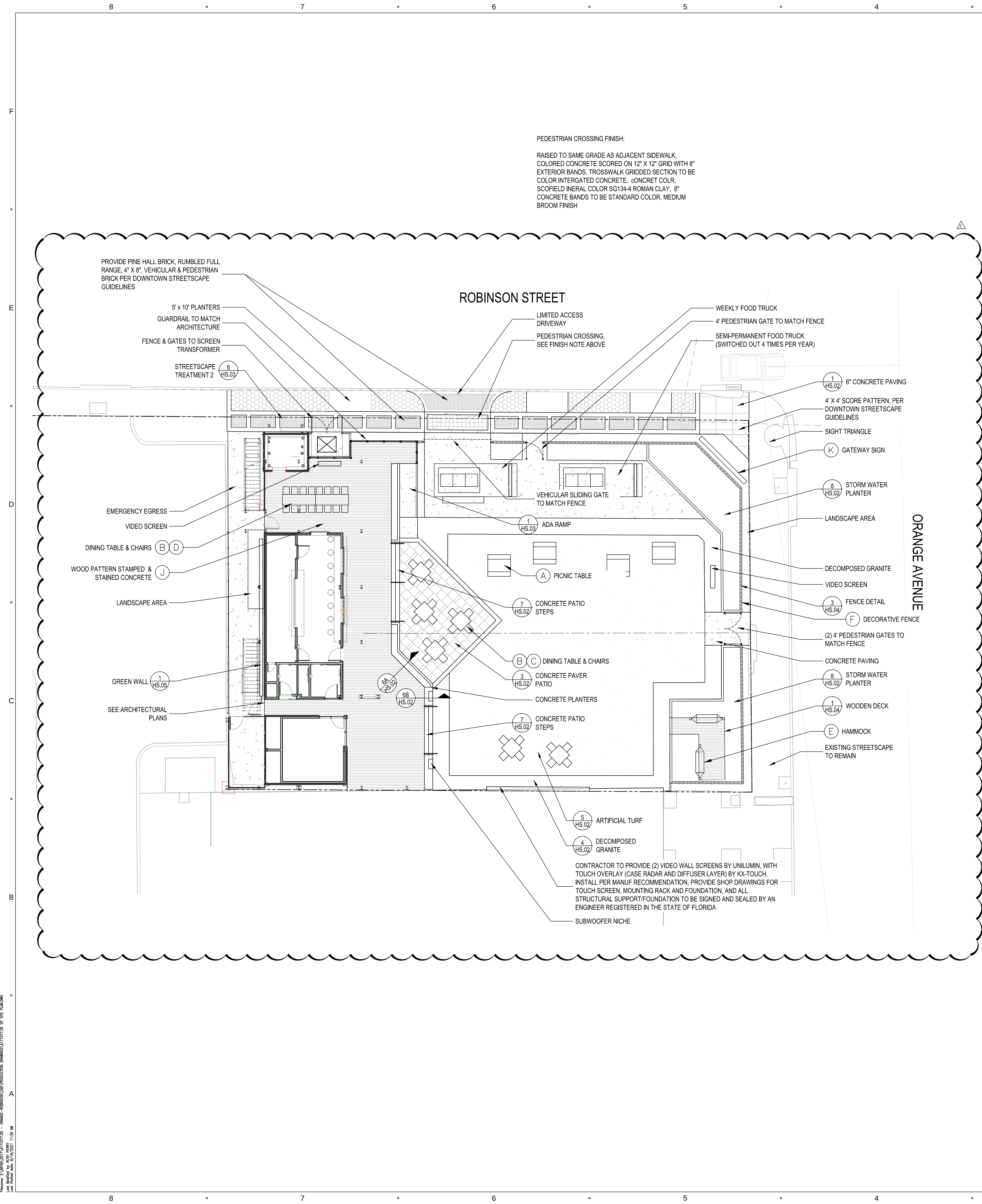


EXHIBIT “C”

A/V Equipment

ART2 AV Hardware Pricing List

Manufacturer	Model	Description	QTY	MSRP	City Cost	City Cost - ext.
Apple	iPad Air- 64GB Wifi	MDF - iPad for control	1	\$499.00	\$499.00	\$499.00
Apple	Apple Care	MDF - Apple Care	1	\$69.00	\$69.00	\$69.00
AtteroTech	Synapse DM1	MDF - Rack monitor	1	\$3,675.00	\$2,860.00	\$2,860.00
AtteroTech	ATT-D16MIO-TB	MDF - 16 in / 16 out with mic line level and Dante enabled	2	\$4,220.00	\$3,282.50	\$6,565.00
Audio Technica	ATW-1312/L	Audio - Lav + Handheld Microphone System	4	\$949.00	\$863.20	\$3,452.80
BrightSign	XT1144	Video - Digital Signage Players	16	\$650.00	\$589.00	\$9,424.00
Cameo	Auro Spot Z300	Lighting - LED Spot Light, Moving Head	9	\$2,214.01	\$2,012.74	\$18,114.66
Cameo	PIXBAR 600 Pro IP65	Lighting - LED Light Bar 12 x 12W	4	\$1,219.90	\$1,109.09	\$4,436.36
Cameo	CL-PFLATPRO18IP65	Lighting - Flat Pro 18- 18 x 10 W FLAT LED Outdoor RGBWA PAR light in black housing	8	\$859.53	\$538.27	\$4,306.16
Cameo	Z120 G2	Lighting - Outdoor par w/ zoom	3	\$1,176.00	\$917.80	\$2,753.40
Cameo	CL-PFLATPRO7IP65	Lighting - Flat Pro 7 AUX	7	\$531.91	\$374.22	\$2,619.54
Cameo	DVC4	Lighting - DMX interface	1	\$529.86	\$416.00	\$416.00
Cisco	SG-200-52MP	MDF - 52 port POE layer 3 switch with max power budget	2	\$1,690.00	\$1,495.00	\$2,990.00
Custom	-	Custom aluminum speaker mounting system for video wall speakers	1	Custom	\$1,082.00	\$1,082.00
EAW	VFM109i	Audio - Stage monitor	2	\$856.00	\$668.20	\$1,336.40
Interactive tech	CS-900	Stage - Cueserver2 DMX lighting controller with extra universe	1	\$3,250.39	\$1,799.00	\$1,799.00
Interactive tech	CS-MOD-X5F	5-Pin Female XLR DMX Module	2	-	\$45.50	\$91.00
Interactive tech	CS-MOD-X5M	5-Pin Male XLR DMX Module	2	-	\$45.50	\$91.00
iPort	70300	MDF - Apple iPad- Launchport Magnetic Charging Case	1	\$149.00	\$129.00	\$129.00
iPort	70170	MDF - Apple iPad- Launchport Magnetic Charging Wall Station	1	\$215.00	\$195.00	\$195.00
Juice Goose	IP PD1-4	MDF - IP controlable power distribution unit with four 20 amp circuits	1	\$903.00	\$749.00	\$749.00
Juice Goose	IP-1520	MDF - IP Based Power Controller. Web (IP) based remote power control	2	\$741.00	\$601.90	\$1,203.80
K-Array	KY-102	Speakers - Kayman 100cm-long, variable beam stainless steel line array element with 8x4" cones	3	\$4,743.11	\$3,699.62	\$11,098.85
K-Array	KK102W I	Column speakers	2	\$2,455.26	\$1,915.10	\$3,830.19
K-Array	K-U212	Speakers - Rumble Ultra-slim, 4/16Ω stainless steel passive subwoofer with 2x12" cones	6	\$2,371.55	\$1,849.81	\$11,098.85
K-Array	KA84	Amplifer	3	\$6,333.44	\$4,940.09	\$14,820.27
K-Array	K-KUIP12	Speaker accessories - IP64 protection cover	8	\$170.18	\$132.74	\$1,061.94
K-Array	K-IP65KITA	Speaker accessories - Weatherproof cap for not connected NL4 connectors	1	\$255.27	\$199.11	\$199.11

Manufacturer	Model	Description	QTY	MSRP	City Cost	City Cost - ext.
K-Array	K-WALL2W	Speaker accessories - Wall bracket with ball and socket joint (advanced model) - WHITE	5	\$255.27	\$199.11	\$995.54
K-Array	K-IP65KITB	Speaker accessories - Weatherproof rubber protection for NL4 connectors	1	\$619.46	\$212.73	\$212.73
K-Array	KV25	Small column speakers for interactive video wall	2	\$809.12	\$631.11	\$1,262.22
KX-Touch	Radar Touch	Video - Creates the Touch Functionality	1	N/A	\$6,418.10	\$6,418.10
KX-Touch	Radar Touch Box Cover	Video - Weatherproof box for Radar Touch	1	N/A	\$75.00	\$75.00
KX-Touch	CUSTOM lights diffuser	Video - Plastic light diffuser	1	Custom	\$1,950.00	\$1,950.00
Peerless	KOF555-1XHB	Video - 55" Enclosure for Lawn Kiosk displays (does not include the display itself; sold separately; see below line item)	2	-	\$2,947.10	\$5,894.20
Peerless	XHB553	Video - Display for the Kiosk – Manufacturer is in between models - waiting on pricing for the new model – <i>*Unit cost is an estimate based on previous (discontinued) model</i>	2	-	\$5,091.14	\$10,182.28
Middle Atlantic	PDT-615C-NS	Power strip	4	\$168.00	\$144.40	\$577.60
MISC	-	Lighting connectors & small parts	1	-	\$512.00	\$512.00
MISC	-	Rack Supplies - Small parts; connectors; rack shelves; internal cabling	1	-	\$1,462.00	\$1,462.00
MISC	-	Video cables, dongles, small connectors	1	-	\$975.00	\$975.00
MISC	-	Speaker mounting supplies & connectors	1	-	\$1,496.00	\$1,496.00
Pakedge	WK-1-O	Wi-fi Access Point	3	\$1,182.00	\$515.45	\$1,546.35
Planar	PCT2785	MDF - Touch Panel for Control Tech	1	\$519.00	\$509.00	\$509.00
Planar	SL5064K	MDF - Monitor for Control Tech	1	\$799.00	\$719.00	\$719.00
Planar	WMT-MXL	MDF - Mount for tech monitor	1	\$140.00	\$125.00	\$125.00
Planar	SL6564K	Video - 65" display	2	\$1,359.00	\$1,299.00	\$2,598.00
Planar	SL5064K	Video - 50" display	7	\$799.00	\$754.00	\$5,278.00
Planar	WMT-MXL	Video - Mounts for displays	7	\$140.00	\$129.00	\$903.00
QSC	TSC-116w-G2-BK	MDF - 11.6" Touch Panel - Black	1	\$2,500.00	\$1,950.00	\$1,950.00
QSC	CORE 510i kit	MDF - DSP Processor	1	\$6,680.00	\$5,800.00	\$5,800.00
QSC	SL-QSE-510-P	MDF - Scripting license	1	\$751.50	\$585.00	\$585.00
QSC	SL-QUD-510-P	MDF - UCI License	1	\$417.50	\$325.00	\$325.00
QSC	CIML4-HP	MDF - High performance input card	1	\$885.00	\$689.00	\$689.00
QSC	COL4	MDF - 4 ch output card	3	\$320.00	\$247.00	\$741.00
QSC	CDN64	MDF - 64 channel Dante	1	\$1,670.00	\$1,300.00	\$1,300.00
QSC	CX-Q 4K8	MDF - 8 Channel amplifier	2	\$4,760.00	\$3,705.00	\$7,410.00
QSC	AD-S.SAT-XX	Speakers - Small 2.5" satellite	8	\$92.00	\$71.50	\$572.00
QSC	AD-S.SUB-XX	Speakers - Subwoofers for satellite speakers	3	\$475.00	\$370.50	\$1,111.50
QSC	AC-C4T-XX	In-ceiling speakers	4	\$100.00	\$78.00	\$312.00
QSC	AD-S6T-XX	Surface mounted 6.5" speaker for common areas	14	\$375.00	\$292.50	\$4,095.00
Rapco	Custom Stage Plate	Stage - Custom Stage plates	1	\$5,187.96	\$2,593.98	\$2,593.98
RedAtom	REDRFE42	MDF - Full size floor rack	1	\$1,499.95	\$975.00	\$975.00
Reolink	POE Security System	Security Camera System	1	\$799.00	\$784.80	\$784.80
SoundCraft	Si Expression 2	Audio - Digital Console for Live Mixing	1	\$2,969.00	\$2,730.00	\$2,730.00

Manufacturer	Model	Description	QTY	MSRP	City Cost	City Cost - ext.
SoundCraft	5031819.V	Audio - SoundCraft expansion card for Dante	1	\$1,017.06	\$949.00	\$949.00
Soundtube	XT850-GN	8" Coaxial Outdoor speakers - green	4	\$875.00	\$464.10	\$1,856.40
Sunbrite	SB-S2-65-4K	Video - 65" display – outdoor	2	\$7,999.00	\$7,068.10	\$14,136.20
SuperLogics	Custom Configuration	MDF - Help Desk PC w/ Monitor, keyboard, mouse, drawer	1	Custom	\$1,749.00	\$1,749.00
SuperLogics	Custom Configuration	MDF - Standard HelpDesk PC for control room	1	Custom	\$1,047.80	\$1,047.80
Tempest	Twister 1900	Lighting - Light Enclosure for Moving Lights, Smart Enclosure with Fans	9	-	\$2,292.00	\$20,628.00
Unilumin	CUSTOM 6m x 3m	Video - Custom 6x3 video wall at 2.6mm pixel pitch	1	Custom	\$61,034.00	\$61,034.00
Unilumin	CUSTOM 6m x 1.5m	Video - Custom 6x1.5 video wall at 6mm pixel pitch	1	Custom	\$17,212.00	\$17,212.00
Vadio	999-9950-000	Roboshot 20 UHD 20x zoom	3	\$5,517.00	\$5,189.00	\$15,567.00
Vadio	998-9200-200	Outdoor Camera case	3	\$989.00	\$858.00	\$2,574.00
WyreStorm	NHD-300-TX	Video - Open Standards Encoder - Streaming	1	\$729.00	\$569.40	\$569.40
WyreStorm	NHD-200-TX	Video - HD transmitter for Sources	9	\$685.00	\$534.30	\$4,808.70
WyreStorm	NHD-210-RX	Video - Regular NHD Decoders	13	\$790.00	\$616.20	\$8,010.60
WyreStorm	NHD-250-RX	Video - Multi-Window NHD Decoder	3	\$1,456.00	\$1,136.20	\$3,408.60
WyreStorm	NHD-000-CTL	Control Device for Wyrestorm	1	\$498.00	\$388.70	\$388.70
WyreStorm	TX-IW-70-POH-KIT	HDMI in wall plate with balun kit	4	\$1,219.00	\$951.60	\$3,806.40

					Total	\$340,702.45

Notes
It is assumed that proper grounding has been installed for AV system by the client. Proper grounding prevents system hum bars and noise.
It is assumed that the client will provide all drywall and painting work (if required) for this project.
It is assumed the client is providing all conduit installations. The city & design GC are already aware of this and it's being included with the GC proposal.
It is assumed that the client is providing all power drops and data for this installation. The city & design GC are already aware of this and it's being included with the GC proposal
It is assumed that no permits or permit fees are required for this job and will be provided by the client, if required. If the city requires permits the cost will be added to budget.
All Ascend Studios labor is covered under a one year warranty.
All domestic sourced items are included as ground shipping. All international sourced items are included as standard sea freight.
It is assumed that the if US import fees, taxes or tariffs rates are adjusted by the government, any excess costs over the included price will be added to your final invoice.

EXHIBIT “D”

ASSIGNMENT AND ASSUMPTION

**ASSIGNMENT AND ASSUMPTION
OF
CONTRACTUAL OBLIGATIONS**

WHEREAS, on _____, 2021, the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO (“CRA”)**, an entity created pursuant to Part III of Chapter 163, Florida Statutes, and **ASCEND STUDIOS LLC**, a Florida limited liability company (“Contractor”), entered into an Agreement (“the Agreement”), whereby the Contractor would perform certain services for the CRA related to that certain open space within the Downtown Orlando Community Redevelopment Area located at 274 North Orange Avenue (“Park”); and

WHEREAS, Contractor intends to sell, assign and transfer to Ascend Art Parks LLC (“Assignee”), a Florida limited liability company and wholly owned subsidiary of the Contractor, certain assets and rights relating to its business, including the Agreement; and

WHEREAS, such change necessitates an assignment and assumption of contractual obligations of the Agreement from the Contractor to the Assignee;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT:

1. Effective as of the Park Opening Date as that term is defined in the Contract, the Contractor does hereby transfer and assign to the Assignee all of the Contractor's right, title and interest in and to the Agreement, and Assignee does hereby accept such assignment and does hereby assume all rights and obligations under the Agreement and does agree to be bound thereby.
2. Contractor shall remain jointly liable with Assignee for all work performed and all acts or omissions of Contractor occurring prior to the effective date of this Assignment and for performing any future warranty, maintenance, or other services with respect to the A/V Equipment set forth in Section V of Amendment One to the Contract.

IN WITNESS WHEREOF, the Contractor and Assignee have caused these presents to be executed by their duly authorized officers this _____ day of _____, 20____.

CONTRACTOR: Ascend Studios LLC

By: _____
Signature

Name and Title

Date

ASSIGNEE: Ascend Art Parks LLC

By: _____
Signature

Name and Title

Date