

**AMENDED AND RESTATED LEASE BETWEEN THE CITY OF ORLANDO AND
THE ORLANDO SHAKESPEARE THEATER, INC.**

THIS AMENDED AND RESTATED LEASE (the "Lease") is made this ____ day of _____, 2024 (the "Effective Date"), by the **CITY OF ORLANDO**, a Florida municipal corporation with principal offices at 400 South Orange Avenue, Orlando, FL 32801 (the "Landlord") and **ORLANDO SHAKESPEARE THEATER, INC.**, a Florida not for profit corporation, formerly known as The Orlando UCF-Shakespeare Festival, Inc., a Florida not for profit corporation with principal offices at 812 East Rollins Street, Orlando, FL 32803 (the "Tenant").

RECITALS

- A. The parties previously entered into a lease entitled, "Lease between the City of Orlando and the Orlando UCF-Shakespeare Festival, Inc, dated July 29, 1999".
- B. The parties previously amended the lease by (i) that certain Amendment to Lease dated January 18, 2000; (ii) a second amendment dated September 20, 2000, and (iii) a third amendment dated February 25, 2010. The original lease and all amendments are herein referred to from time to time as the "Original Lease".
- C. The Tenant intends to make significant improvements to the Leased Premises at a cost that will exceed Six Million and No/100 Dollars (\$6,000,000), and in consideration thereof, Landlord intends to fund a portion of the cost of such improvements as further set forth herein.
- D. The parties desire to amend and restate the Original Lease in its entirety by entering into this amended and restated lease.
- E. On the effective date of the Original Lease, the Leased Premises was under lease to the Orange County Historical Society (the "Historical Society"). The Historical Society Lease has now expired.
- F. The Orlando Fire Museum f/k/a Orlando Fire Station #3 (the "Museum") is located adjacent to what was the Historical Society property, thus allowing the Museum to be part of the Historical Society's programs. The Museum, owned by Landlord, continues to operate in the same location, and Landlord and Museum visitors shall retain a right of access traversing the Leased Premises as provided herein.

NOW THEREFORE, in consideration of the premises hereof, the promises made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, the Original Lease is hereby amended and replaced in its entirety so that it reads as follows:

1. **Recitals:** The foregoing Recitals are true, correct and are incorporated into and made a part of this Lease, as if fully set forth herein.
2. **Agreement to Lease:** Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the real property described in **Exhibit "A"** attached hereto and incorporated herein, by reference, together with all buildings, structures, and appurtenances thereon or related thereto (collectively, the "Leased Premises"). All real property previously included in the Original Lease as part of the Leased Premises, which is no longer included in **Exhibit "A"**, is hereby released from all rights and obligations of the Original Lease, and the Original Lease is hereby terminated as of the Effective Date of this Lease.
3. **Access Easement:** During the term of this Lease, use of the Leased Premises shall be subject to a nonexclusive access easement created hereby in favor of Landlord and the general public, granting a limited right of access, during Tenant's normal business hours, from the parking lot directly abutting the front doors of the Leased Premises, through those doors and lobby of the building, exiting the building through the doors adjacent to Tenant's courtyard and continuing through the courtyard to the Museum.
4. **Term:** The initial term of this Lease is twenty (20) years (the "Initial Term") commencing on February 1, 2024 (the "Commencement Date"), and shall expire at 11:59 p.m. EST, on January 31, 2043 (the "Expiration Date").
5. **Option to Renew:** So long as Tenant has satisfied in a timely manner all of the requirements imposed on Tenant in this Lease, Tenant shall have an option to renew the Lease (the "Option to Renew") for two (2), five (5) year terms (each, a "Renewal Term" and together with the Initial Term, the "Term"). This Option to Renew may be exercised in the following manner:
 - a. Tenant shall provide written notice of its election to exercise the option at least sixty (60) days prior to the applicable Expiration Date of any Term; and
 - b. Tenant shall tender payment of the Rent (as defined below) for the entire Renewal Term on or before the first business day of the Renewal Term; and
 - c. Tenant shall have maintained the Premises in good condition (reasonable wear and tear excepted), and shall provide maintenance records to Landlord from the previous two (2) years of the Term, and Landlord shall inspect the Premises and approve its condition as a

condition of renewal, which approval shall not be unreasonably withheld, conditioned or delayed.

Should Tenant satisfy the foregoing terms and conditions required to exercise the Option to Renew, Landlord, through its Real Estate Division Manager, shall provide Landlord's written acknowledgment that the option has been exercised.

DURING THE RENEWAL TERM(S) THE TERMS AND CONDITIONS OF THE LEASE SHALL BE THE SAME AS THOSE APPLICABLE TO THE INITIAL TERM, EXCEPT WHERE THE CONTENT AND CONTEXT THEREOF INDICATES TO THE CONTRARY. CERTAIN PROVISIONS OF THIS LEASE ARE APPLICABLE ONLY IF THE OPTION TO RENEW IS PROPERLY EXERCISED.

6. **Rent:** Rent authorized under this Lease shall be One Dollar (\$1.00) per year (the "Rent") during the Term payable within thirty (30) days of the effective date of the Term. Landlord has agreed to lease the Premises to Tenant without an expectation that Tenant pay "market-based rent" so long as Tenant fulfills the Permitted Use, Minimum Performance Requirements, and maintenance obligations set forth herein.
7. **Taxes and Assessments:** Tenant shall pay all lawful taxes and assessments, if any; including ad valorem taxes and non-ad valorem assessments, levied against the Leased Premises and personal property located thereon or otherwise arising out of its operation on the Leased Premises.
8. **Permitted Use:** Tenant shall use the Leased Premises principally for the purpose of housing and conducting all of the activities of Tenant as a performing arts organization, including, but not limited to, the presentation of performing arts to the public in two or more theatres, the operation of two or more performance/theatre spaces for the presentation of performing arts to the public, administrative offices, rehearsal studios, costume preparation and storage, stage props, ticket offices and may include other uses and activities associated with or incidental to a professional performing arts organization, such as a gift shop and food and beverage facility.. The Leased Premises may also be used by Tenant for educational purposes connected with performing arts-related educational or cultural purposes, including activities for students of public and private schools in Central Florida. Tenant shall not reduce the theater/performance space to below two such spaces or use or permit the Leased Premises to be used for any other purpose without the prior written consent of Landlord, except as provided for in **Section 11** herein, which may be withheld in its sole, reasonable discretion. Tenant may allow

third parties to use portions of the Leased Premises for a fee pursuant to a written agreement as set forth in **Section 11** herein.

9. Minimum Performance Requirements: Tenant shall fulfill continuously throughout the Term of this Lease and any extensions thereof, the following Minimum Performance Requirements, provided, however, that such Minimum Performance Requirements shall not be applicable during periods of construction or renovation of the Premises that causes the Premises to be closed to the public, or during government-mandated closures:

A. During each fiscal year of Tenant during the Term, Tenant shall program or permit to be programmed (i) a minimum of one hundred (100) arts-related events and performances, (2) a wide variety of arts-related programs and classes, and (iii) be open for a minimum time of nine (9) months (“Minimum Performance Requirements”). The City’s Real Estate Division Manager is authorized to approve minor changes to the Minimum Performance Requirements.

B. Tenant shall recognize the City as a contributor in all written materials and verbal communications with its patrons and the general public related to performances located within the Leased Premises.

10. Reporting. In order to ensure compliance with the Minimum Performance Requirements, within sixty (60) days following the end of Tenant’s fiscal year or as otherwise reasonably required by the City, Tenant shall provide a written report to City documenting Tenant’s compliance with the Minimum Performance Requirements. Such reports shall include the following: (i) a schedule of all performances, classes and events held at the Leased Premises for the most recently completed season, (ii) the number of tickets sold for performances produced by Tenant held during the most recently completed season, and (iii) the number of facility rentals, along with the name of the renter, during Tenant’s previous fiscal year, provided, that Tenant shall not be obligated to provide the income associated with any such rentals.

11. Prohibition against Assignment; Conditional Sublease Authorization: Except as otherwise provided herein, Tenant covenants and agrees that Tenant will not assign this Lease or sublet the Leased Premises in whole or in part, without, in each instance, having first received the express written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion for any or no reason. Tenant may, however, sublease portions of the Leased Premises without Landlord’s consent in the following instances:

A. To theatrical groups, arts and cultural organizations, performance-related entities, and other third parties intending to use the Leased Premises for arts-related educational or cultural purposes for a period not to exceed ninety (90) days within any one (1) calendar year;

B. To third parties whose use is for educational, scientific, historical, cultural or park purposes (to include group recreational activities like birthday parties, reunions, team building, weddings, receptions and corporate social events) on a temporary, non-recurring, basis, which shall be ancillary to and not interfere with Tenant's, or any subtenant's, use of the Leased Premises as a performing arts venue;

C. Upon at least ten (10) days' prior written notice to Tenant and based upon availability, Tenant shall allow the Landlord to use the Leased Premises a maximum of three (3) times per lease year for a maximum of three (3) days per lease year for Landlord events, at no cost to Landlord except for Landlord's reimbursement to Tenant of any non-utility costs incurred by Tenant as a direct result of hosting Landlord event within the Leased Premises. Landlord's use of the Leased Premises as set forth herein shall not interfere with Tenant's use of the Leased Premises for performances, classes, programs, and events or Tenant's preparation for any such performances, classes, programs, or events. Landlord shall use its best efforts to provide more than ten (10) days prior, written notice to Tenant.

From time to time, Landlord may request that Tenant enter into subleases with specific arts or cultural organizations. Tenant agrees to use its best efforts to comply with such requests on terms acceptable to Tenant, but shall have no obligation to enter into such sublease. The terms and conditions of Landlord-requested subleases shall be referred to herein as "Landlord-Approved Subleases." The Orlando Fringe is currently a sub-tenant of Tenant pursuant to a Landlord-Approved Sublease.

12. General Use Requirements:

- A. Tenant shall procure and maintain, in effect, at its sole expense, all permits and licenses, if any, required for the transaction of its business on the Leased Premises.
- B. Tenant shall not commit or suffer any intentional waste and will not make any use of the Leased Premises which would constitute a nuisance, or which would violate any applicable municipal, county, state or federal statute, ordinance, rule or regulation.

- C. Tenant shall not use the Leased Premises for any purpose that will invalidate any policy of insurance, or increase any premium, now or hereafter written on any improvements located on the Leased Premises.
- D. Tenant shall keep the Leased Premises and the service ways and loading areas adjacent to the Lease Premises neat, clean and free from rubbish, insect infestation and pest infestation at all times, and shall store all trash and garbage in appropriate receptacles.
- E. Tenant shall keep the exterior lights and signs which are attached to the building well illuminated during evening hours when the Leased Premises is open to the public.
- F. Tenant shall not permit any objectionable or unpleasant odor to emanate from the Leased Premises; place or permit any radio, television, antennas, loudspeaker or amplifier on the roof or outside the Leased Premises or where the same can be seen or heard from outside the Leased Premises.

13. Tenant Improvements and Alterations:

a. General.

Tenant has made changes and improvements, from time to time, to the Leased Premises which it currently uses as authorized in this Lease. The changes and improvements include, but are not limited to, the construction of two or more theaters within the Leased Premises, and the construction of administrative offices, costume and production shops, storage areas and other ancillary facilities.

All future changes and improvements which are structural and permanent in nature shall not be commenced unless the Tenant has received prior written approval from the Landlord, which approval may be granted or withheld in the Landlord's sole and reasonable discretion within thirty (30) days of Tennant's request for approval. Landlord's approval must be given for all aspects of any structural or otherwise permanent improvements including, but not limited to, their design. All changes and improvements undertaken by the Tenant shall be paid for by the Tenant.

Tenant shall hire Florida licensed general contractors to construct any renovations or improvements, and for any renovation or improvement in excess of \$500,000 Tenant shall require the contractor(s) to provide performance and payment bonds in amounts

sufficient to cover the costs of construction. Landlord shall have the right to review and approve all policies of insurance relating to the construction and otherwise issued for or during the construction period to verify that all possible losses Landlord may suffer are adequately addressed. Tenant shall also require its contractors to provide a warranty that all work will be free of defects and non-conformities for at least one (1) year from the date of substantial completion.

Tenant acknowledges that under Florida law, City property including but not limited to the Leased Premises is not subject to Florida's Construction Lien Law. Tenant agrees to provide written notice to its general contractors and all subcontractors that no one can place a construction lien against the Leased Premises and such parties should protect their interests in the work by other appropriate means.

Tenant shall submit two (2) sets of plans and specifications for the proposed improvements (the "Plans") to City's Real Estate Division Manager. The City's Real Estate Division Manager shall have thirty (30) calendar days from receipt of the Plans to approve, deny or request changes to the Plans. The City's failure to approve, deny or request changes to the Plans within the allotted time shall constitute approval of the Plans. The improvements shall be constructed and finalized in accordance with the Plans approved by City's Real Estate Manager. Tenant shall not construct any improvements without the prior, written consent of City, which approval shall not be unreasonably withheld, conditioned or delayed.

The Landlord's review (and approval or denial) of the Plans shall be based upon Landlord's ownership of the Premises, and not upon City's status as a governmental or regulatory body. No approval by Landlord of the Plans shall constitute a representation, warranty or opinion as to compliance with applicable building, health, environmental, or safety codes or other applicable state, federal or local laws, codes or regulations including the Americans with Disabilities Act. Sole responsibility for such compliance shall lie with Tenant.

Tenant shall submit all required documents, drawings, plans, specifications, etc., to, and obtain all required license(s), permit(s), and approval(s) from the appropriate governmental or regulatory authority having jurisdiction, including, but not limited to, the City of Orlando acting in its governmental or regulatory capacity.

Upon receipt of all necessary permits, including any that may be required by the City of Orlando in its regulatory capacity, Tenant shall thereafter commence and continuously construct the improvements until a certificate of occupancy has been obtained **TIME IS OF THE ESSENCE** of all provisions of this **Section 13**.

b. **New Roof and HVAC.** Tenant shall:

- replace the existing roof with a 100% new roof installation;
- replace the existing two (2) air cooled chillers with three (3) new air cooled chillers;
- replace all air handlers and roof top units; and
- install new building automation controls (BAS) for the HVAC system.

The installation of the new roof and HVAC system (the “Roof & HVAC Improvements”) shall comply with all of the requirements set forth in Subsection A above. The installation of the Roof & HVAC Improvements shall be complete and operational within one (1) year from the Commencement Date. The Landlord shall fund a portion of the actual cost to install the Roof & HVAC Improvements up to a maximum amount of \$5.7 million dollars. Such funding shall be provided to the Tenant on a proportionate basis as the Roof & HVAC Improvements are constructed based on monthly draw requests submitted by Tenant as set forth herein. Landlord shall provide Tenant with the HVAC equipment set forth in **Exhibit “B”** for Tenant’s use in the installation and operation of the new HVAC system. Landlord shall also transfer to Tenant all warranties related to such HVAC equipment.

The Tenant shall submit monthly draw requests to the Landlord in substantially the form attached hereto as **Exhibit “C”** (“Draw Request”). The Landlord shall honor each Draw Request submitted by the Tenant, provided that such Draw Request is accompanied by (i) an invoice(s) from the general contractor for the Roof & HVAC Improvements totaling the amount of the request, (ii) a certification from the general contractor demonstrating the cumulative percentage of completion of the Roof & HVAC Improvements represented by the particular Draw Request, and (iii) a copy of all waivers as to lien rights from the general contractor for payment of invoices made from the immediately preceding Draw Request (collectively referred to as the “Supporting Documentation”). Each Draw Request and Supporting Documentation must be submitted to the City’s Real Estate Manager by first class mail, email or hand-delivery. The Landlord shall initiate a wire transfer to, or issue a check made payable in the name of the Tenant within ten (10) calendar days from the date of its receipt of the Draw Request and Supporting Documentation. The Tenant, within ten (10) calendar days of the receipt of the funds from the Landlord, shall send written certification to the Landlord’s Real Estate Manager, by first class mail, email, or hand-delivery, that such funds were received and all corresponding invoices were paid. The Landlord shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the

books and records of the Tenant relating to the construction of the Roof & HVAC Improvements for the purpose of verifying the accuracy of any Draw Request.

The cumulative amount of all Draw Requests shall not exceed \$5,700,000.00. The Landlord shall retain ten percent (10%) of the amount of each Draw Request submitted in accordance with the paragraph above, until such time as the Owner provides the City with a certificate from Tenant's general contractor demonstrating and certifying one hundred percent (100%) completion of the Roof & HVAC Improvements (as evidenced by the issuance of a Certificate of Occupancy, Certificate of Completion or similar evidence of completion), after which such retainage shall be distributed to the Tenant within ten (10) days of Landlord's receipt of the evidence of completion.

14. Personal Property: Tenant has significant personal property located on the Leased Premises and shall be allowed to bring onto the Leased Premises any other personal property and trade fixtures necessary and appropriate for the operation of Tenant's business. Any personal property of Tenant in the Leased Premises shall be at the risk of Tenant. The failure to remove said personal property upon termination of this Lease shall not constitute a hold-over by Tenant. All such property not removed prior to expiration of the Lease shall be deemed abandoned, in which case Landlord may use or dispose of the same at it shall see fit without any liability to Tenant by reason thereof. Tenant shall reimburse Landlord for all actual and substantiated costs and expenses associated with disposal of Tenant's property at the end of the Term.

15. Improvements and Maintenance by Landlord. Landlord shall maintain and repair the Leased Premises and any improvements located thereon necessary for Tenant's continued operation, for a period not to exceed the earlier of (i) six (6) months from the Effective Date, or (ii) the date of commencement of the installation of the Roof & HVAC Improvements (the "Landlord Maintenance Period"); provided, however, that Landlord shall continue to maintain the existing chillers necessary for Tenant's continued operations for a period not to exceed the earlier of (i) one (1) year from the Effective Date, or (ii) the date the new HVAC system is installed and placed into operation. Upon the expiration of the Landlord Maintenance Period, Landlord shall have no obligation to maintain and repair the Leased Premises or any improvements located thereon. Landlord shall be responsible for maintaining and caring for the landscaping (including, without limitation, irrigation systems) which is exterior to the building on the Leased Premises and keeping all sidewalks clean, neat and free of trash and rubbish, during the Term of this Lease.

16. Improvements and Maintenance by Tenant. Upon the expiration of the Landlord Maintenance Period, Tenant shall be solely responsible for all maintenance, repairs, and

replacements with respect to the Leased Premises and any improvements, including but not limited to the new roof and HVAC system. Landlord shall have no responsibility for any such matters.

17. Personal Property, Furniture and Equipment: Except as otherwise provided in Sections 14 and 31, Tenant's personal property, furniture and equipment shall remain the property of Tenant.

18. Utilities: Tenant shall pay all charges for gas, electricity, water, sewage disposal, and solid waste and refuse removal related to, about or supplied to the Leased Premises. Tenant shall hold Landlord harmless from and indemnify Landlord against any and all liability for such charges for which it is responsible. Landlord may cause any utilities to be separately metered and charged directly to Tenant by the provider.

Even though the Museum is no longer subject to this Lease, the utilities charged for the Museum are billed to Tenant as part of Tenant's utility service. Landlord has agreed to reimburse Tenant for that portion of Tenant's utility bill for services provided to the Museum. Landlord shall reimburse Tenant every three (3) months for the estimated costs of utilities arising from the operation and uses associated with the Museum. Landlord and Tenant agree that the amount to be reimbursed to Tenant shall equal five percent (5%) of Tenant's utility bill received from the Orlando Utilities Commission ("OUC") for the Leased Premises (the "Utilities Cost"). Landlord shall pay the Utilities Cost to Tenant within thirty (30) days of receipt of a statement from Tenant. Tenant shall deliver to Landlord copies of the OUC bills with its quarterly billing statement.

19. Signs and Name of Building: Tenant shall have the right to erect a sign at the entrance of the building indicating that it is the home of Tenant. The Landlord-approved name on the building is John & Rita Lowndes Shakespeare Center. The name of the building may not be changed without the written consent of Landlord in its reasonable discretion. All new signs to be placed on the building must have prior design approval by Landlord, which such approval shall not be unreasonably withheld, conditioned or delayed. Landlord has caused Tenant's name to appear on the signs located in Loch Haven Park, which designate the institutions in the park. Landlord reserves the right to install a sign adjacent to the sidewalk entering the Leased Premises for the Museum. Notwithstanding anything herein to the contrary, Tenant may rename the building to honor a donor who gives Tenant a one-time donation of \$750,000.00 or more for improvements to the building.

20. Tenant's Indemnity: Tenant agrees to indemnify Landlord (including without limitation, all members of the Orlando City Council, officers, agents, employees and

appointed officials of Landlord), and save Landlord harmless from and against any and all claims, actions, damages, liabilities (including statutory liability and liability under worker's compensation laws), and expenses in connection with loss of life, personal injury and/or property damage and/or destruction arising from the occupancy or use by Tenant of the Leased Premises or any part thereof, or any act, omission or negligence of Tenant or Tenant's agents, employees, contractors, sublessees, concessionaires, licensees or invitees (including, without limitation, any failure by Tenant to keep, perform and observe each and every one of the covenants, conditions and agreements contained in this Lease to be kept, performed and observed by Tenant), except to the extent caused by the negligence of Landlord, its agents or employees. This indemnity and hold harmless agreement shall be effective from the date of execution of this Lease and thereafter as long as Tenant is in occupancy of any part of the Leased Premises. Additionally, this indemnity and hold harmless agreement shall include indemnity against all actual and substantiated costs, expenses and liabilities, including reasonable attorney's fees and reasonable attorney's fees on appeal, incurred by Landlord in connection with any such claim or action or any trial, appellate or bankruptcy court proceeding relative thereto. If any such action or proceeding is instituted against Landlord, Tenant, upon written notice from Landlord, shall defend such action or proceeding by counsel approved in writing by Landlord, such approval not to be unreasonably withheld or delayed.

21. Commercial General Liability Insurance: Tenant agrees to procure and maintain, at Tenant's expense, in full force and effect throughout the term of this Lease and so long thereafter as Tenant occupies any part of the Leased Premises, a policy of commercial general liability insurance under which Landlord and Tenant are named insureds, and under which the insurer, which shall be a company authorized to engage in the business of commercial general liability insurance in the State of Florida, is rated by AM Best as B or better, and is otherwise reasonably satisfactory to Landlord, agrees to indemnify and hold Landlord harmless from and against all actual and substantiated costs, expenses and/or liability arising out of or based upon any and all claims, accidents, injuries and damages in the broadest form of such coverage from time to time available in the area in which the Leased Premises is located. Each such policy shall be non-cancelable and non-amendable with respect to Landlord without thirty (30) days prior written notice to Landlord. A duplicate original of each such policy or certificate thereof shall be delivered to Landlord at the inception of this Lease, and Tenant shall furnish Landlord evidence of renewals of each such policy no less than thirty (30) days prior to the expiration of the applicable policy. The minimum single limit coverage for bodily injury (or death) and property damage shall be One Million and No/100 Dollars (\$1,000,000.00), subject to increase as reasonably required by Landlord.

22. Property Insurance: At all times during the term of this Lease, Tenant agrees, at its expense, to keep, for the benefit of Tenant and Landlord as their interests may appear, All Risk property insurance, including but not limited to, fire and extended coverage insurance on the full replacement value of all physical improvements, appliances, furnishings, fixtures and moveable trade fixtures, signs, merchandise, equipment and personal property now existing or hereafter installed on the Leased Premises by Tenant and located in or attached to the building or otherwise located on the Leased Premises. Such coverage shall include, but not be limited to, fire, vandalism, malicious mischief, sprinkler leakage and other risks commonly insured against under extended coverage insurance, in an amount equal to the replacement value of said items. The policy shall be written by a reputable insurance company, licensed to do business in the State of Florida, rated by AM Best as B or better, or otherwise reasonably satisfactory to Landlord, and shall be non-cancelable and non-amendable without thirty (30) days prior written notice to Landlord. Landlord reserves the right to modify any aspect of the insurance requirements, including the amounts of as well as addition of new types of coverage, as the result of reasonable and prudent risk management review of the activities upon or associated with the Leased Premises.

Tenant agrees to provide thirty (30) days' prior written notice to the Landlord of any changes to this coverage. Tenant agrees to name Landlord as an additional insured and loss payee on the property policy.

23. Injury Caused by Third Parties: Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the actions or omissions of persons using, occupying, or visiting the Leased Premises, except to the extent such loss or damage is caused by or through the actions or omissions of Landlord or its employees, agents, contractors, subcontractors, or invitees.

24. Tenant's Obligations: Tenant covenants and agrees:

- A. To pay all rent and other charges herein reserved at such times and places as the same are due and payable;
- B. Subject to the provisions hereof, to pay all utility charges when due;
- C. Subject to the provisions hereof, to keep and maintain the Leased Premises clean and in good repair and to surrender the same upon the expiration or earlier termination hereof in said condition, reasonable wear and tear excepted;

- D. To observe and comply with any and all valid and applicable requirements of duly constituted public authorities and with all applicable federal, state and local ordinances, regulations and standards applicable to Tenant, Landlord and the Leased Premises;
- E. To procure and keep in force during the term of this Lease all necessary licenses and permits, if any, as are required;
- F. To use the Leased Premises only for the uses and purposes herein described and to otherwise timely fulfill all Tenant obligations, terms and conditions of this Lease;
- G. To yield and surrender immediate possession of the Leased Premises to Landlord upon termination of this Lease Agreement by lapse of time or otherwise or, upon its failure so to do, to be thereafter considered a tenant-at-sufferance; provided, however, that nothing contained in this subparagraph shall be deemed to constitute a waiver by Landlord of its right to re-entry;
- H. To maintain in full force and effect all insurance coverage as set forth herein;
- I. To pay all applicable taxes and assessments levied, assessed or imposed upon the Leased Premises, Tenant's leasehold interest, improvements, fixtures or personal property on or before the due date; and
- J. To comply with section 137.2 of the City's Policies and Procedures Manual (P & P) prohibiting the sale or disbursement of "Single-use products" [polystyrene (Styrofoam), plastic straws, and plastic bags] on City of Orlando property. A copy of section 137.2 of the P & P is attached hereto as **Exhibit "D"** and made a part hereof.

25. Tenant's Default: Upon the occurrence of any one or more of the following events, Tenant shall be in material default under the terms of this Lease:

- a. Tenant's failure to fulfill any of its obligations as stated in this Lease and Tenant's failure to diligently commence the curing of same within fifteen (15) days after written notice from Landlord to Tenant or failure to complete such cure within thirty (30) days after receipt of Landlord's written notice, provided, however, that if the nature of the breach is such that it cannot reasonably be cured within such 30 day period, then the Tenant shall have up to an additional ninety (90) days (as determined in the Landlord's reasonable discretion) to cure such breach provided that it diligently undertakes and pursues such cure, and further provided that the Tenant provides the Landlord with documentation evidencing that it is diligently undertaking and pursuing such cure to the Landlord's reasonable satisfaction, but in any event, the Tenant shall not have more than

one hundred twenty (120) days from its receipt of the Landlord's written notice to cure such breach;

- b. The dissolution or liquidation, or the commencement of any action or proceeding for the dissolution or liquidation, of Tenant, whether instituted by or against Tenant (however, if same is instituted against Tenant by a third party, then Tenant shall have ninety (90) days to have same terminated or removed), or the appointment of a receiver, trustee or custodian, whether or not judicial proceedings are instituted in connection with such appointment or sufferance, or the commencement of any action or proceeding for the appointment of a receiver, Trustee or custodian to take possession of all or substantially all of the property of Tenant.
- c. The act of taking possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution, rehabilitation, reorganization or liquidation of Tenant;
- d. Tenant's making an assignment of this Lease for the benefit of creditors, whether voluntary or involuntary;
- e. Tenant's interest under this Lease being sold or taken under execution or other legal process;
- f. Tenant's interest under this Lease being assigned by operation of law;
- g. Except as approved by Landlord or in connection with construction or renovations of the Leased Premises in accordance with this Lease, or as required by a government-mandated closure, Tenant's vacating or abandoning the Leased Premises for a period of thirty (30) consecutive days (vacating or abandoning shall mean failure to be open for business during all customary business hours without Landlord's prior written permission); and
- h. The placement of any lien or liens upon the Leased Premises or any portion thereof by any revenue officer or similar official of any governmental department or agency or by any person, unless same is removed within sixty (60) days.

26. Remedies of Landlord. Landlord, in its discretion, upon the occurrence of any event of default as set forth herein, may, after giving Tenant the written notice and opportunity to cure required elsewhere herein or if no notice period is specifically stated, then thirty (30) days written notice and opportunity to cure, exercise any of the following remedies:

A. Immediately terminate this Lease, remove all persons and property from the Leased Premises by summary proceedings or otherwise, and take possession of the Leased Premises.

B. Institute proceeding for injunctive relief and/or specific performance as necessary to enforce the terms and conditions of this Lease.

C. Exercise in addition to the foregoing any and all other rights and remedies according to the laws of the State of Florida

27. Damages Waiver. It is specifically agreed and understood that neither party will be responsible to the other for any indirect, special, incidental, exemplary, punitive or consequential loss or damage whatsoever (including lost profits, loss of use and opportunity costs, arising out of this Lease or anything done in connection herewith. Further, there shall be no recovery of any such indirect, special, incidental, exemplary, punitive or consequential loss or damage whether based on a claim brought or made in contract or in tort (including negligence and strict liability), under any warranty, or otherwise. In no event shall this waiver limit the protections afforded by any indemnification provisions contained in this Agreement.

28. Landlord Default. The occurrence of any of the events stated in this section shall be a Landlord default hereunder and shall constitute a breach of this Lease if not remedied within any cure period so provided. A Landlord default occurs whenever Landlord shall do, or permit anything to be done, whether by action or inaction, contrary to any material covenant or agreement on the part of Landlord herein contained or contrary to any of Landlord's material obligations under this Lease, which Landlord fails to remedy within thirty (30) days after Tenant has given Landlord written notice specifying the same.

29. Remedies of Tenant. Upon the occurrence of a Landlord default, Tenant's remedies shall be limited to the following:

a. Tenant may give to Landlord a notice of Tenant's intent to terminate the Lease on a day not less than thirty (30) days after Landlord's receipt of such notice (the "Tenant Termination Date"), and this Lease and the term and estate hereby granted shall expire and terminate upon the Tenant Termination Date as fully and completely and with the same force and effect as if the day so specified were the expiration date of the Lease, when all rights of the parties under this Lease shall expire and terminate; or

b. Institute proceedings for injunctive relief and/or specific performance as necessary to enforce the terms and conditions of this Lease.

The right to seek or otherwise file an action for damages of any kind or nature is hereby waived by Tenant.

30. Covenant of Quiet Enjoyment: Tenant, subject to the terms and provisions of this Lease, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Leased Premises during the term of this Lease, without hindrance or ejection by any persons lawfully claiming under Landlord to have title to the Leased Premises superior to Tenant.

31. Surrender of Premises: On the expiration or earlier termination of the term of this Lease, Tenant shall quit and surrender the Leased Premises, together with all work, alterations and additions (including, without limitation, all heating, ventilating, air conditioning and plumbing equipment and fixtures, whether or not such equipment or fixtures may otherwise be considered to be fixtures) which may have been made or installed in, on, or to the Leased Premises prior to or during the term of this Lease. Tenant shall have the right to remove its personal property, furniture and equipment in accordance with **Section 17** above, but (1) fixtures that are permanently affixed to the Premises, and (2) fixtures and equipment necessary for the continued operation of a performance theater (the "Theater Equipment) shall remain in the Leased Premises unless otherwise directed by Landlord to remove such items and repair any damage done in the process. Theater Equipment includes, but is not limited to stage related lighting, rigging equipment, microphones and microphone stands, headsets, beltpacks, audio and video components, soundboards, speakers, cables, sandbags, fog machines, and seating and staging riser systems including platforms. Theater Equipment does not include costumes, ticket scanners, point of sale equipment, computers, printers, and office furniture and equipment. Tenant shall vacate the Premises leaving it in a "broom-clean condition", along with fixtures that are permanently affixed to the Premises. Notwithstanding the above, to the extent that any specific items of Theater Equipment were paid for by specific donors or grants that included conditions mandating the return of such Theater Equipment to the donor if such Theater Equipment is no longer used by Tenant, the Tenant shall be entitled to return such heater Equipment to such donor or grantor upon Tenant providing written proof reasonably acceptable to the Landlord that such Theater Equipment is required to be returned. Such written proof shall be provided to Landlord within thirty (30) days of the specific donation. .

32. Holding Over: Any holding over by Tenant after the expiration of the term of this Lease shall be treated as a tenancy-at-sufferance and rent shall thereafter be due on a monthly basis in the amount of double the market rental rate for the Leased Premises as

determined by an independent appraisal. During such holding over by Tenant the terms and conditions set forth in this Lease shall remain in effect and binding on the parties.

33. Severability: If any term or provision of this Lease, or the application thereof to any person 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 be enforced to the fullest extent permitted by law.

34. Notices: Any notice required or permitted to be given under this Lease shall be in writing and delivered by hand, by email, by nationally recognized overnight air courier service (such as Federal Express) or by United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the party's notice address. A notice shall be deemed to have been delivered and received on the earlier of the date actually received (by whatever means sent, including means not authorized by this article) or on the date of transmittal by email or telecopier, or the first (1st) business day after having been delivered to a nationally recognized overnight air courier service for "next business day" delivery, or on the third (3rd) business day after having been deposited with the United States Postal Service registered or certified mail, return receipt requested. If any communication is returned to the addressor because it is refused effective notice shall still be deemed to have been given. Addresses for delivery of notice shall be as follows:

A. TO LANDLORD: Real Estate Division Manager
City of Orlando
400 South Orange Avenue, 7th Floor
Orlando, Florida 32801
Telephone: 407.246.2653
Email: OrlandoRealEstate@orlando.gov

and

City Attorney's Office
City of Orlando
400 South Orange Avenue, 3rd Floor
Orlando, Florida 32801
Telephone: 407.246.2341
Facsimile: 407.246.2854

B. TO TENANT: Larry Mabrey, Executive Director
Orlando Shakespeare Theater, Inc.
812 E. Rollins Street

Orlando, Florida 32803
Telephone: 407-447-1700
Email: executive@orlandoshakes.org

and

President of the Board
Orlando Shakespeare Theater, Inc.
812 E. Rollins Street
Orlando, Florida 32803

35. Attorney's Fees: Landlord and Tenant agree that in the event it should become necessary for either of them to employ an attorney to enforce any of its rights hereunder or under Florida law, the prevailing party shall be entitled to recover all of its costs and expenses from the other party, including attorney's fees which may reasonably be incurred or paid at any time or times in connection therewith, including, without limitation, reasonable attorneys' fees for legal services rendered prior to litigation and in all trial, appellate and bankruptcy court proceedings.

36. Waiver: Failure on the part of Landlord or Tenant to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be waived by Landlord or Tenant of any of their respective rights hereunder; however, the foregoing shall not apply to provisions of this Lease, where a right of Tenant or Landlord is dependent upon notice to be given within a specified period. Further, no waiver at any time of any of the provisions hereof by Landlord or Tenant shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of Landlord or Tenant to or of any action by the other requiring such consent or approval shall not be construed to waive or render unnecessary Landlord's or Tenant's consent or approval to or of any subsequent or similar act by the other.

37. Entire Agreement: This Lease contains the entire agreement of the parties with respect to the Leased Premises, and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties relative to the Leased Premises not embodied in this Lease shall have any force or effect. This Lease shall not be modified or supplemented except in writing subscribed by all parties.

38. Discrimination Not Permitted: Tenant, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: In the event of a breach of any of the nondiscrimination covenants described in this Subsection, the CITY shall have the right to terminate this Contract, with cause, as described above. (1) no

person shall be excluded from participation in, denied benefits of, or be otherwise subject to discrimination in the use of the Leased Premises on the grounds of such person's race, color, creed, national origin, disability, religion, age, sex, sexual orientation, gender identity or marital status, under the provisions of this Lease; (2) no person shall be excluded from participation in, denied benefits of, or be otherwise subject to discrimination on the grounds of such person's race, color, creed, national origin, disability, religion, age, sex, sexual orientation, gender identity or marital status in the construction of any improvements on, over or under the Leased Premises and the furnishing of services thereon, and (3) Tenant shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended.

39. Radon: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

40. Notification of Activities Impacting Park. Tenant shall abide by all of the rules and regulations of the Landlord's Parks and Recreation Board ("Park's Board") applicable to all tenants within the Park, including but not limited to coordinating special events in the Park and comply with applicable parking provisions during such times. Tenant agrees to abide by the "Guidelines For Special Events For Use of Loch Haven Park" as amended from time to time. In order that shared Landlord resources can be coordinated efficiently, Tenant shall notify the Park's Board a minimum of forty-five (45) days in advance of any uses scheduled for the Leased Premises that would impact the green spaces of Loch Haven Park or which would likely require more than Tenant's normal use of shared parking areas.

41. Public Entity Crimes: Tenant hereby acknowledges that it has been notified of the following:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or a consultant under a contract with any public entity and may not transact business with any public entity in excess of \$15,000.00 for a period of 36 months from the date of being placed on a convicted vendor list.

42. Landlord's Liability Limits. Landlord is a Florida municipal corporation whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of Landlord beyond that provided in Section 768.28, Florida Statutes. Further, nothing herein is intended as a waiver of Landlord's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything which might allow claims otherwise barred by sovereign immunity or operation of law. Notwithstanding anything in this Lease to the contrary, under no circumstances shall Landlord be liable to Tenant (or any person or entity claiming under or through Tenant) 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 which limits are hereby made applicable to all manner of claims against the Landlord related to this Lease and are not confined to tort liability.

43. Landlord Approvals. Any and all approvals required to be given by Landlord herein shall be provided in Landlord's capacity as owner of the Leased Premises, and not in Landlord's governmental capacity.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES OF PARTIES APPEAR ON FOLLOWING PAGES.)

IN WITNESS WHEREOF, this AMENDED AND RESTATED LEASE BETWEEN THE CITY OF ORLANDO AND THE ORLANDO SHAKESPEARE THEATER, INC. has been executed as of the date and year stated above.

LANDLORD

CITY OF ORLANDO, a Florida municipal corporation

ATTEST:

Stephanie Herdocia, City Clerk

By: _____

Printed Name: _____

Title: _____

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

By: _____

Printed Name: _____

Title: _____

TENANT

**ORLANDO SHAKESPEARE THEATER,
INC.,** f/k/a Orlando UCF - Shakespeare
Festival, Inc., a Florida not for profit
corporation

By: _____

Printed Name: _____

Title: _____

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

EXHIBIT "A"

Leased Premises

SKETCH & DESCRIPTION

DESCRIPTION

PART OF BLOCKS 11 AND 12, "LOCH HAVEN REPLAT" AS RECORDED IN PLAT BOOK Q, PAGE 9 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 13, TOWNSHIP 22 SOUTH, RANGE 29 EAST, CITY OF ORLANDO, ORANGE COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4" x 4" CONCRETE MONUMENT WITH DISC STAMPED "PRM LB 2648", SET ON THE SOUTH RIGHT-OF-WAY LINE OF ROLLINS AVENUE, BEING THE EASTERLYMOST CORNER OF THE PLAT OF "ROLLINS STREET REALIGNMENT", AS RECORDED IN PLAT BOOK 67, PAGES 74 AND 75 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN S64°21'37"E, A DISTANCE OF 45.41 FEET TO THE **POINT OF BEGINNING**; THENCE RUN THE FOLLOWING COURSES AND DISTANCES: S87°10'24"E, 37.28 FEET; N43°01'48"E, 26.11 FEET; S86°08'01"E, 24.64 FEET; S46°16'52"E, 25.27 FEET; S85°57'56"E, 117.79 FEET; S03°48'09"W, 61.84 FEET; S16°50'22"E, 38.98 FEET; S04°15'15"W, 63.24 FEET; S86°04'28"E, 43.96 FEET; S05°08'24"W, 54.25 FEET; S10° 59'10"W, 17.30 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 62.41 FEET, A CENTRAL ANGLE OF 25°40'35" AND A CHORD DISTANCE OF 27.73 FEET, THAT BEARS S01°35'45"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 27.97 FEET; THENCE S13°10'55"E, 8.86 FEET; S34°23'36"W, 17.09 FEET; S12°53'10"W, 12.20 FEET; S04°55'58"W, 94.73 FEET; N85°54'13"W, 64.95 FEET; N41°04'38"W, 11.13 FEET; N85°45'25"W, 34.35 FEET, S05°16'00"W, 9.43 FEET; N86°05'00"W, 14.55 FEET; N70°05'18"W, 26.25 FEET; N79°34'05"W, 41.77 FEET; N00°26'41"E, 11.46 FEET; N07°03'39"E, 104.81 FEET; N85°09'05"W, 17.98 FEET; N04°50'55"E, 57.86 FEET; S89°47'44"E, 28.37 FEET; N04°50'38"W, 41.96 FEET; N85°51'50"W, 20.41 FEET; N04°02'40"E, 26.73 FEET; N40°51'07"W, 24.87 FEET; N86°15'04"W, 20.00 FEET; N45°01'37"W, 39.99 FEET; N01°46'03"E, 65.64 FEET; N24°10'36"E, 22.83 FEET TO THE **POINT OF BEGINNING**,

CONTAINING 77,998 SQUARE FEET, 1.791 ACRES, MORE OR LESS.

SURVEYORS NOTES:

1. This is not a boundary survey.
2. The underlying plat of "Loch Haven Replat" (Plat Book Q, page 9) is shown, based on the compilation of information taken from Plat Book Q, page 108, Plat Book Q, page 9, Plat Book 67, page 74 and 75 together with found monumentation. It was not the intention of this drawing to represent boundary lines beyond tying this Legal Description to a monumented line.
3. Bearings shown hereon are based on the centerline of the realignment of Rollins Street per Plat Book 67, pages 74 and 75, being N77°43'19"E, assumed.
4. All distances shown are in US Survey Feet.
5. Additions or deletions to this survey map prohibited without written consent of the signing party.
6. Symbols shown hereon are not to scale and for informational purposes only.


| Line Table | | | Line Table | | |
|------------|--------|---------------|------------|--------|---------------|
| Line | Length | Direction | Line | Length | Direction |
| L2 | 37.28' | S87° 10' 24"E | L14 | 26.25' | N70° 05' 18"W |
| L3 | 26.11' | N43° 01' 48"E | L15 | 11.46' | N00° 26' 41"E |
| L4 | 24.64' | S86° 08' 01"E | L16 | 17.98' | N85° 09' 05"W |
| L5 | 25.27' | S46° 16' 52"E | L17 | 28.37' | S89° 47' 44"E |
| L6 | 17.30' | S10° 59' 10"W | L18 | 20.41' | N85° 51' 50"W |
| L10 | 11.13' | N41° 04' 38"W | L19 | 26.73' | N04° 02' 40"E |
| L11 | 34.35' | N85° 45' 25"W | L20 | 24.87' | N40° 51' 07"W |
| L12 | 9.43' | S05° 16' 00"W | L21 | 20.00' | N86° 15' 04"W |
| L13 | 14.55' | N86° 05' 00"W | L22 | 22.83' | N24° 10' 36"E |

I hereby certify that this survey has been prepared under my direction and that this survey has been prepared in accordance with the adopted "Standards of Practice" as required by Chapter 5J-17 Florida Administrative Code pursuant to Section 472.027, Florida State Statutes.

Richard D. Allen
Professional Surveyor and Mapper No. 6922
This survey is not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

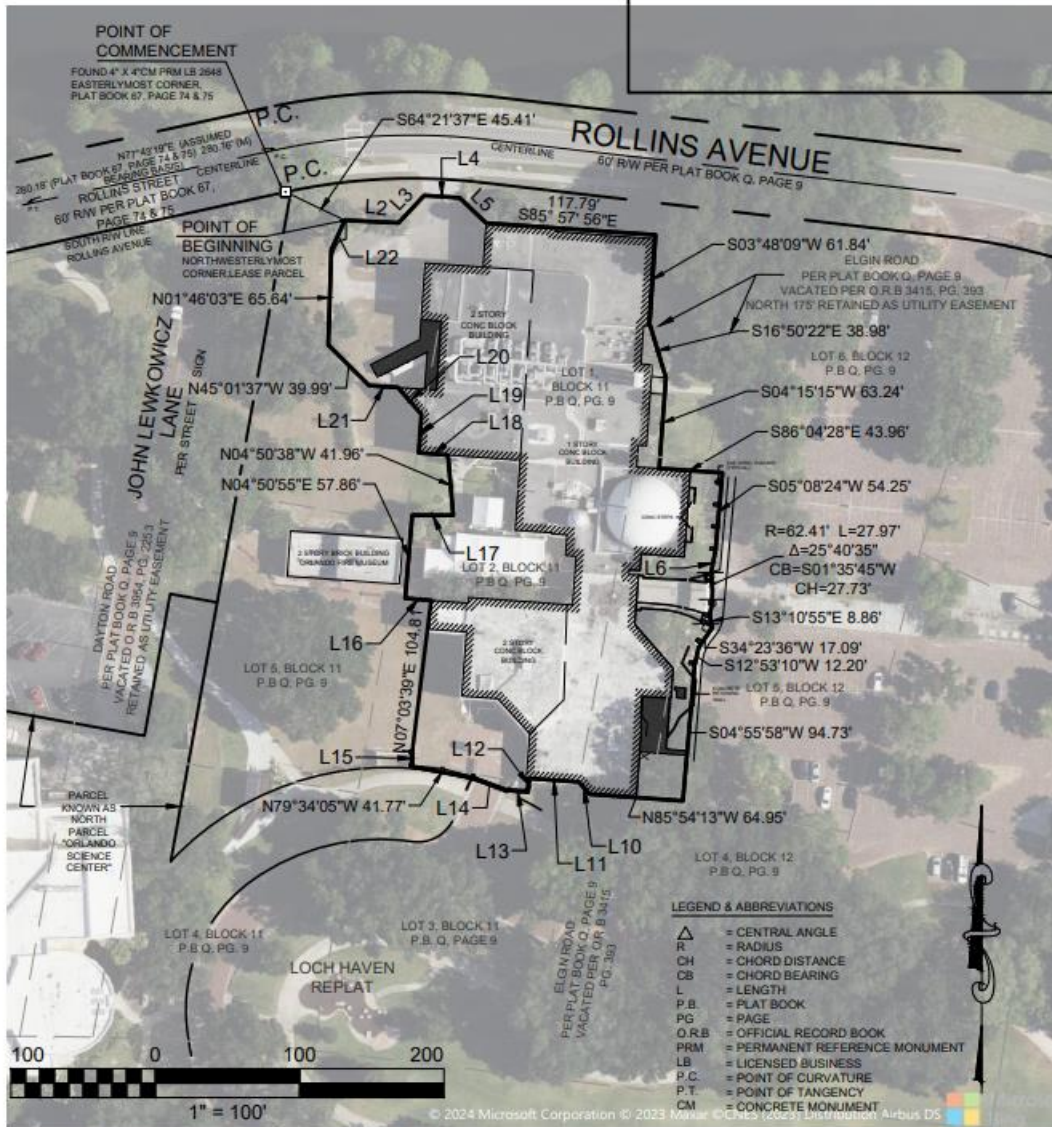
*24-013 Update to Drawing 01/17/2024
Corrected Legal Description and Added Aerial Imagery that is BING Imagery 2023

SEE SHEET 2 FOR SKETCH


| | | | |
|---|-------------------------|----------------------|--------------------------------------|
|  <p>CITY OF ORLANDO Survey Services Section 400 South Orange Avenue, 8th Floor Orlando, Florida 32802 p. 407.246.3319 f. 407.246.2892</p> | Project Number: 15-131 | Drafted By: MER | Sheet: 1 of 2 |
| | Requested By: T MCNEALY | Checked By: RDA | |
| | Date of Survey: NA | Date Drawn: 5/12/16* | |
| | Approved By: RDA | Scale: 1" = N/A | |

N:\GIS\Eng\Survey\7221_SURVEY PROJECTS\2024\24-013 Shakespeare Updated Lease Sketch of Desc\24-013 Updated Shakespeare Lease Drawing.dwg 1/26/2024 Richard Allen

SKETCH & DESCRIPTION



SEE SHEET 1 FOR DESCRIPTION, NOTES AND LINE TABLE

| | | | |
|---|-------------------------|-----------------------|------------------|
|  <p>CITY OF ORLANDO Survey Services Section 400 South Orange Avenue, 8th Floor Orlando, Florida 32802 p. 407.246.3319 f. 407.246.2892</p> | Project Number: 15-131 | Drafted By: MER | Sheet: 2 of 2 |
| | Requested By: T MCNEALY | Checked By: RDA | |
| | Date of Survey: NA | Date Drawn: 5/12/2016 | |
| | Approved By: RDA | Scale: 1" = 100' | |

N:\GIS\Eng\Survey\7221_SURVEY PROJECTS\2024\24-013 Shakespeare Updated Lease Sketch of Desc\24-013 Updated Shakespeare Lease Drawing.dwg 1/26/2024 Richard Allen

EXHIBIT "B"
HVAC EQUIPMENT LIST

EXHIBIT C¹
Draw Request Form

ORLANDO SHAKESPEARE THEATER, INC.

DRAW REQUEST # _____

Date: _____

TO: City of Orlando, Florida
Attn: Chief Financial Officer
City Hall, 4th Floor
400 South Orange Avenue
Orlando, FL 32801

FROM: Larry Mabrey, Managing Director
Orlando Shakespeare Theater, Inc.
812 E. Rollins Street
Orlando, FL 32803

SUBJECT: Amended & Restated Lease Between City of Orlando and Orlando Shakespeare Theater, Inc. dated _____, 2024 (the "Lease")
Draw Request on \$5,700,000 in funds related to the Roof & HVAC Improvements.

Orlando Shakespeare Theater, Inc. hereby requests a draw of \$ _____ against the Five Million Seven Hundred Thousand (\$5,700,000) to be funded by the City of Orlando for the cost of the Roof & HVAC Improvements pursuant to the Lease.

Disbursement under this draw request together with the total amount of all previous disbursements brings the cumulative amount drawn to \$ _____.

To support this draw request, we have attached (i) all invoices totaling the amount of the draw request (ii) a certification from the general contractor as to the percentage of the Roof & HVAC Improvements represented by this draw request, and (iii) copies of waivers as to lien rights pertaining to the immediately preceding draw request.

The City is hereby requested to (mark the applicable request):

issue a check made payable to Orlando Shakespeare Theater, Inc. for the amount requested for pick-up by or mail to _____; or

_____ wire the amount requested to Orlando Shakespeare Theater, Inc. bank account # _____ at _____.

¹ NTD: Under review by Tenant's general contractor

I hereby certify that this draw request meets the terms and conditions of the Lease and that all funds received from the City will be used exclusively for construction costs of the Roof & HVAC Improvements (as such term is defined in the Lease).

Larry Mabrey
Managing Director
Orlando Shakespeare Theater, Inc.

City of Orlando, Florida:

Disbursement Amount Approved: \$ _____

Sign: _____

Christopher McCullion
Chief Financial Officer

Date Approved: _____, 2024.

EXHIBIT “D” Single-use products Policy

Chief Administrative Officer -
Office of Sustainability

Section 137.2

137.2 SUBJECT: SINGLE-USE PRODUCTS ON CITY PROPERTY

:1 OBJECTIVE:

To advance the environmental sustainability of Orlando by reducing the use of polystyrene products and single-use plastics on City property and encouraging biodegradable, compostable, recyclable, and reusable alternatives.

:2 AUTHORITY:

This policy was adopted by City Council on June 3, 2019.

:3 DIRECTION:

The Director of Sustainability, as an appointed official, serves at the pleasure of the Mayor and is supervised by and receives direction from the Chief Administrative Officer.

:4 METHOD OF OPERATION:

A. Definitions.

1. “Biodegradable materials” are manufactured products made entirely from natural materials, like uncoated paper or plant fibers, that will undergo a natural process of deterioration.
2. “City contractor” is a food service related contractor, vendor, concessionaire, or lessee of the City.
3. “City permittee” is any person or entity issued a special event permit or temporary use permit by the City for a special event or temporary use on City property.
4. “City property” includes land or facilities owned, operated or managed by the City, and public rights-of-way within the jurisdictional boundaries of the City of Orlando.
5. “Compostable materials” are manufactured products made from paper, wood, or vegetable-derived plastics.
6. “Plastic” is a synthetic material derived from petroleum or a biologically-based source.
7. “Plastic bag” is a bag provided to a customer, typically at the point of sale or distribution, for the purpose of transporting food service related items, and is made predominantly of nonwoven, flexible plastic that is less than 10 mils thick.

8. "Plastic straw" is a tube intended for transferring a beverage from its container to the mouth of the drinker, or for mixing a beverage in its container, which is made predominantly of plastic.
9. "Polystyrene," commonly known as "Styrofoam," is a synthetic polymer made from the styrene monomer.
10. "Polystyrene products" are disposable food service articles including protective packaging, containers, cups and lids.
11. "Recyclable materials" are raw or processed materials that can be recovered or diverted from the nonhazardous waste stream to be reused or repurposed into another item which may otherwise be produced using raw or virgin materials. For purposes of this policy, recyclable materials include glass, aluminum, or plastics made from polyethylene terephthalate (PET, #1) or high-density polyethylene (HDPE, #2).
12. "Reusable materials" are manufactured products that are durable, washable items, often not discarded and can be used multiple times.
13. "Single-use products" are food service related products that are designed to be used only once in the same form and then disposed of or destroyed. For purposes of this policy, single-use products are polystyrene products, plastic straws, and plastic bags, as defined herein.

B. Policy.

Single-use products may not be sold or disbursed on City property by City contractors or permittees, unless authorized by the Chief Administrative Officer, Chief Financial Officer, Chief Venues Officer, or designee. The use of biodegradable, compostable, recyclable, and reusable materials is encouraged.

In recognition of the needs of customers with disabilities, plastic straws may be provided upon request.

C. General Guidelines.

Applicable contracts and permits shall include a provision that single-use products may not be sold or disbursed on City property as provided in this policy.

The City may revoke or cancel any permit for non-compliance with this policy, and may use past non-compliance as grounds for not renewing or re-issuing a permit. Where applicable under the terms of a contract, the City may pursue appropriate contractual remedies for non-compliance with this policy,

including termination and/or preclusion or debarment from future City contracts.

This policy only applies to new contracts solicited or entered into, and permits granted, after its effective date.

D. Exemptions.

1. Single-use products used for pre-packaged food that have been filled and sealed prior to receipt by the City contractor or permittee, or for packaging unwrapped food items, such as raw meat, poultry and fish.
2. Single-use products used by a City permittee for events or facility rentals attended by 100 people or less.

:5 FORMS:

None.

:6 COMMITTEE RESPONSIBILITIES:

None.

:7 REFERENCE:

Chapter 15, Orlando City Code; Green Works Orlando Community Action Plan; Green Works Municipal Operations Sustainability Plan.

:8 EFFECTIVE DATE:

This policy is effective beginning October 1, 2019.