

PARKING AGREEMENT
520 W. Pine Garage

THIS PARKING AGREEMENT (“Agreement”) is made this _____ day of _____, 2024 (“the Effective Date”), by and between the City of Orlando, a municipal corporation under the laws of the state of Florida, acting through the Orlando Venues, (“City”) represented by the Chief Venues Officer or designee, (“CVO”) and Piedmont 501 W Church Street, LLC, 5565 Glenridge Connector, Suite 450, Atlanta, GA 30342 (“501 W. Church Owner”). City and 501 W. Church Owner are sometimes referred to as a Party or Parties.

WHEREAS, 501 W. Church Owner owns the office building commonly known as 501 West Church Street, Orlando, Florida (the “501 Office Building”) which controls a number of parking spaces (“Office Building Owner Portion”) located within the parking structure with an entrance at 520 West Pine Street, Orlando, Florida (the “520 W. Pine Garage”); and

WHEREAS, the 520 W. Pine Garage (formerly known as the “HDSupply Garage”) has been available and used for parking for the City’s Events Center (currently known as the “Kia Center” and referred to hereinafter as “Venue”) since the Venue opened in 2010; and

WHEREAS, the City owns and operates the Venue and desires to continue to have parking available at the 520 W. Pine Garage for both staffing of Venue events and for patron parking.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and 501 W. Church Owner agree as follows:

1. Preamble Incorporated. The foregoing recitals are true and correct and are incorporated herein as part of this Agreement.

2. Parking Location. This Agreement shall govern City’s use of parking spaces and the availability of event parking within the 520 W. Pine Garage.

3. Term and Termination. The term of this Agreement shall be one year from the Effective Date and will renew for two (2) one-year terms upon mutual written agreement by the Parties. This Agreement may be terminated at any time prior to the end of any Term by City or by 501 W. Church Owner upon thirty (30) days’ prior written notice to the other Party.

4. Public Parking for Events. For mutually agreed upon events at the Venue, 501 W. Church Owner shall make available, and the City will list a predetermined number of parking spaces in the 520 W. Pine Garage for sale through the ticketing platform that is available to the City, at rates determined by 501 W. Church Owner, provided such rates for purposes of this Section 4 shall be reasonably comparable to those charged by the City for parking in the City-owned parking garages that serve the Venue. The parties agree that event pricing within ten dollars (\$10.00) of each other is “reasonably comparable.” The number of spaces available and other details may be adjusted as necessary by mutual agreement between the Parties. 501 Church Owner shall be entitled to 100% of the gross dollar amount, excluding sales tax (currently 6.5%) for events covered by this Agreement, ticketing platform fees, and credit card processing fees, for event parking sales through the ticketing platform that is available to the City for the 520 W. Pine Garage. City shall deliver to 501 W. Church Owner sales reporting or ticketing platform system access as deemed mutually

agreeable, in the format that such information is kept by the City, to 501 W Church Owner in order to manage parking inventory. Not later than thirty (30) days after the close of each calendar month during the Term, City shall provide 501 W. Church Owner a detailed statement of revenue for the previous calendar month generated through the ticketing platform, in the format that such information is kept by the City, an example of which is attached hereto as Attachment B. City shall make payment to 501 W. Church Owner of all net revenue shown on each statement within two (2) business days after delivery of the monthly statement. Payments shall be made by check or electronic funds transfer to such address as 501 W. Church Owner may designate from time to time.

5. Discounted Parking. 501 W. Church Owner shall provide to City a mutually agreed upon number of parking spaces per event for select events, including all NBA home games and playoff games, in the Office Building Owner Portion of the 520 W. Pine Garage for a reduced rate (“Discounted Parking Spaces”); provided, however, that the number of parking spaces available to City shall be at least a minimum of two hundred (200) spaces for each event, unless otherwise mutually agreed upon. City shall notify 501 W. Church Owner no later than two (2) weeks prior to an event how many of the spaces City will require for that specific event. City shall pay 501 W. Church Owner a parking rate of \$13.00 per parking space per event for spaces (inclusive of sales tax) covered by this Section 5. City shall make payment to 501 W. Church Owner monthly in arrears for spaces used pursuant to this Section 5. 501 W. Church Owner shall provide City hang tags, card passes, or other means of identification to allow parkers with the agreed upon parking spaces to park in the 520 W. Pine Garage for Venue events. 501 W. Church Owner may designate from time to time the location(s) in the 520 W. Pine Garage of such agreed upon spaces. 501 W. Church Owner is not responsible for lost or replacement tags or passes. 501 W. Church Owner or its operator shall track actual number of spaces used pursuant to this Section 5 each month. 501 W. Church will invoice the City on a monthly basis with an itemized line for each event where the garage was used.

6. Hours of Parking Space Availability. Event parking at the 520 W. Pine Garage shall not commence earlier than two (2) hours before the event start time. Parking privileges shall end two (2) hours after conclusion of the event.

7. Traffic Management Plan for Large Events. The Parties acknowledge that the City determines traffic flow and street closures for events at the Venue and, for events with expected attendance of 6,000 or more attendees at the Venue, the City will in good faith work with 501 W. Church Owner to include the 520 W. Pine Garage as part of its overall traffic management plan.

8. Staffing and Operational Costs. 501 W. Church Owner is solely responsible for selecting the operator of the 520 W. Pine Garage and is responsible for all operational costs associated with the 520 W. Pine Garage, including staffing, except that City will be responsible for City's own expenses, i.e., ticket programming and accounting. The Parties shall reasonably cooperate with respect to day-of event operational matters including, without limitation, activities at the City's South Street parking garage (currently known as “GEICO Garage”) and the Venue itself.

9. Parking Garage Rules and Regulations. The parking spaces at 520 W. Pine Garage shall be subject to all operator parking system rules and regulations, either presently in force or as may be hereafter adopted by 501 W. Church Owner.

10. Temporary Relocation or Closure. 501 W. Church Owner and its operator reserve the right to change the location of parking spaces to one or more other parking location(s) within

fifteen hundred (1500) feet of the Venue on a temporary basis of no more than thirty (30) days (“Temporary Relocation”) upon sixty (60) days prior written notice to City if such relocation is necessitated by the repair or maintenance of any portion of the parking spaces. 501 W. Church Owner shall also have the right to temporarily close the 520 W. Pine Garage, or certain areas therein, in order to perform necessary repairs, maintenance and improvements to the 520 W. Pine Garage (“Closure”) and shall provide sixty (60) days advance written notice to City, except in the event of an emergency, in which case 501 W. Church Owner shall provide written notice to City as soon as reasonably possible. In the event of a Closure, 501 W. Church Owner shall provide the parking spaces agreed upon herein in one or more other parking location(s) within fifteen hundred (1500) feet of the Venue, at mutually agreeable rates. Prior to any Temporary Relocation or in the event of partial Closure, 501 W. Church Owner shall, subject to the rights of tenants, licensees and other occupants of the 501 Office Building, provide the City’s Discounted Parking Spaces before any other use by or sale of parking spaces to any other third-party, whether by contract or direct sales. In addition, 501 W. Church Owner will in good faith use commercially reasonable efforts to avoid any Temporary Relocation or Closure that results in the inability to provide City’s Discounted Parking Spaces during the NBA season.

11. Default. The following shall constitute a default under this Agreement: (a) failure to make when due any payment required hereunder, unless such failure is cured within five (5) days after written notice; (b) 501 W. Church Owner’s failure to provide the parking spaces as provided herein (for example, oversale of garage so that spaces are not available as agreed upon), unless such failure is cured by a credit or refund to City of third party out of pocket expenses actually incurred by City related to such failure; or (c) failure to observe or perform any of the terms or conditions of this Agreement to be observed or performed by a Party other than the items set forth in 11(a) and 11(b) herein, unless such failure is cured by the next event at the Venue after written notice; provided, if the nature of the failure is such that more time is reasonably required in order to cure, a Party shall not be in default if such Party commences to cure within such period and thereafter reasonably seeks to cure such failure to completion. If a Party shall fail to cure within the notice and cure period provided for above, then the Party in default shall be subject to such remedies as may be available to the non-defaulting Party; provided, the non-defaulting Party shall not have any right to self-help and shall have no right to withhold, set-off, or abate any payment otherwise due. A ten percent (10%) late charge shall be payable by the defaulting party to the non-defaulting party for any charge not paid before receipt of notice of default and expiration of applicable cure period under the terms of this Agreement.

12. Assignment. City may not assign, delegate, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of 501 W. Church Owner, which consent will not be unreasonably withheld. 501 W. Church Owner may not assign, delegate, sublicense, or otherwise transfer its rights, duties, or obligation under this Agreement, except to a buyer of 501 West Church Street, including the 520 W. Pine Garage.

13. Notice. All notices, demands, reports and other communications provided for in this Agreement shall be in writing and shall be given to such party at its address or emails set forth below or such address as such Party may hereafter specify for the purpose by notice to the other Party listed below:

If to City:

Orlando Venues, Chief Venues Officer
400 West Church Street
Orlando, Florida, 32801
Email: allen.johnson@cityoforlando.net

and

If to 501 W. Church Owner:

Piedmont 501 W Church Street, LLC
5565 Glenridge Connector, Suite 450
Atlanta, GA 30342
Attn: Asset Manager
Email: ben.mullenix@piedmontreit.com

with a copy to:

Regional Manager:
Piedmont Office Management
200 S. Orange Avenue, Suite 1175
Orlando, FL 32801
Email: mark.reeder@piedmontreit.com

14. Indemnification And Hold Harmless. Except to the extent of the negligence of City or City's representatives or acts by the City or City's representatives outside the scope of this Agreement, subject to the terms of this Agreement, 501 W. Church owner shall indemnify and hold harmless the City, its elected and appointed officials, from and against all claims, liabilities, losses, damages, and expenses (including reasonable legal expenses), arising out of or resulting from the use of the 520 W. Pine Garage by individual third party parking patrons.

15. Disclaimer Related to Governmental Authority. Nothing in this Agreement binds or compels City to exercise or to refrain from exercising its police powers and other governmental powers provided by law.

16. Human Trafficking Affidavit. 501 W. Church Owner hereby represents, warrants, and certifies that 501 W. Church Owner, or any of its related entities, affiliates or subsidiaries, does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and that 501 W. Church Owner has provided the Human Trafficking Affidavit attached hereto as Attachment A.

17. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.

18. No waiver. Continued performance by either Party hereto, pursuant to the terms of this Agreement, after a default of any of the terms, covenants or conditions herein shall not be

deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

19. Severability. The provisions of this Agreement are declared by the Parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the Parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the Party protected or benefited by such term, provision, covenant, or condition may demand that the Parties negotiate such reasonable alternate contract language, or provisions as may be necessary either to restore the protected or benefited Party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

20. Governing Law; Venue. Any litigation occurring as a result of this Agreement shall be held in the courts of Orange County, Florida. This Agreement shall be governed by the laws of the State of Florida.

[Signature page follows.]

Authorized representatives of the Parties have caused this Agreement to be executed by signing below.

CITY OF ORLANDO, FLORIDA
Chief Venues Officer

By: _____
Name: _____
Title: _____
Date: _____

PIEDMONT 501 W CHURCH STREET, LLC,
a Delaware limited liability company

By: Piedmont Operating Partnership, LP,
a Delaware limited partnership, its sole member

By: Piedmont Office Realty Trust, Inc.,
a Maryland corporation, its sole General Partner

By: _____
Name: _____
Title: _____

Attachment A
HUMAN TRAFFICKING AFFIDAVIT
501 W. Church Street Parking Agreement dated _____

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Orlando (the “Governmental Entity”).

The undersigned, on behalf of the entity listed below (the “Nongovernmental Entity”), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of _____, a non-governmental entity and I am authorized to provide this affidavit on behalf of Nongovernmental Entity)
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Company: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They are personally known to me or have produced _____ as identification.

(Affix Notary Stamp or Seal)

Notary Public Signature
Print, Type or Stamp Name of Notary: _____
My commission expires: _____

Attachment B
FORM OF STATEMENT OF REVENUE
501 W. Church Street Parking Agreement dated _____

Piedmont 501 W. Church St. LLC		Monthly Settlement		
520 W. Pine Garage				
October 2024				
Presold Public Parking				
Date	Event	# of Spaces	Rate	Amount
Saturday, October 5, 2024	Freestyle Free For All	15	\$ 25.00	\$ 375.00
Sunday, October 6, 2024	Charli XCX & Troye Sivan	99	\$ 25.00	\$ 2,475.00
Saturday, October 12, 2024	G.O.A.T. Starring Simone Biles	169	\$ 25.00	\$ 4,225.00
Friday, October 18, 2024	Magic vs Philadelphia	25	\$ 25.00	\$ 625.00
Sunday, October 20, 2024	Camilo	9	\$ 25.00	\$ 225.00
Thursday, October 24, 2024	Sabrina Carpenter	400	\$ 25.00	\$ 10,000.00
Friday, October 25, 2024	Magic vs Brooklyn	0	\$ 25.00	\$ 0.00
Saturday, October 26, 2024	Orlando Solar Bears Game 1	8	\$ 20.00	\$ 160.00
Monday, October 28, 2024	Magic vs Indiana	2	\$ 25.00	\$ 500.00
Wednesday, October 30, 2024	Maverick City Music	10	\$ 25.00	\$ 250.00
Ticketmaster Prepaid Parking		10 Events	775	\$ 19,335.00
Total Usage/Parking Collected		Quantity	Sales Tax	Total
		775	\$ (1,180.07)	\$ 18,154.93
Revenue				\$ 18,154.93
Discounted Parking (Magic Games Only)				
Date	Event	# of Spaces	Price per Space	Amount
Friday, October 11, 2024	Magic vs New Orleans	0	\$ 13.00	\$ -
Friday, October 18, 2024	Magic vs Philadelphia	178	\$ 13.00	\$ 2,314.00
Friday, October 25, 2024	Magic vs Brooklyn	212	\$ 13.00	\$ 2,756.00
Monday, October 28, 2024	Magic vs Indiana	198	\$ 13.00	\$ 2,574.00
Suite Tickets Holder		2 Games	588	\$ 7,644.00
Total due to Piedmont		1363		\$ 25,798.93