

**LEASE AGREEMENT FOR PREMISES
LOCATED WITHIN AMWAY CENTER**

This Lease Agreement is made and entered into this ___ day of _____, 2013, by and between **City of Orlando, Florida**, a municipal corporation organized and existing under the laws of the State of Florida ("Landlord"), and **The Central Florida Sports Commission, Inc.**, a Florida corporation not for profit ("Tenant").

RECITALS

- A. Landlord owns the Amway Center located at 400 W. Church Street in downtown Orlando, Florida (the "Center").
- B. Tenant desires to lease from Landlord Suite 205 located within the Center ("Premises").
- C. Landlord will lease the Premises to Tenant on the favorable terms and conditions set forth herein, because Tenant's intended use of the Premises will be to bring to the region and City popular sporting events many of which will be held in the Center thereby also generating significant revenues for the benefit of the Center and City as further described in **Section 3.1** hereof.

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

ARTICLE 1. GRANT AND TERM

1.1 Recitals. The foregoing recitals are true and correct and are incorporated into and made a part of the Lease, the same as if fully set forth herein.

1.2 Premises. Landlord does hereby lease, let and demise unto Tenant, and Tenant does hereby lease from Landlord the Premises, containing approximately Three Thousand Eight Hundred seventeen (3,817) gross square feet, as shown and outlined on **Exhibit "A"** attached hereto and incorporated herein by reference, along with a right to use certain unrestricted parts of the Center to the extent authorized herein. Pursuant to this Lease, Tenant shall have, hold and use the Premises for and during the term of the Lease, in accordance with and upon the covenants, agreements, promises and conditions stipulated and agreed upon between the parties as set out herein. Notwithstanding the foregoing, since the Center is a security-clearance, event-access restricted facility, Tenant shall not have access to the Premises on any occasions when events are taking place in any part of the Arena, except upon prior written approval of Landlord.

1.3 Parking. Tenant's employees may use the Geico Parking Garage ("Garage") to meet their parking needs, but must vacate the parking area by no later than five thirty (5:30) p.m. on nights events are held in the Center. No parking shall be available in the Garage on Saturdays or Sundays when events are scheduled during a weekend. In the event a Tenant employee violates these restrictions, Tenant agrees to pay Landlord the posted rate for the event for each violation and each violator. Exceptions may be approved by the Director of the Venues.

City Council Meeting: 7/28/13
Item: 13-1 Documentary: 130709/301

1.4 Term of Lease. The term of this Lease shall be for five (5) years commencing on July ____, 2013 (Commencement Date), and ending on July ____, 2018 (Expiration Date), unless extended or terminated as provided herein.

~~**1.5 Renewal of Lease.** So long as Tenant has abided by all terms and conditions of this Lease during the initial Term, should Tenant desire, Landlord, in its absolute discretion, will consider extending the Lease for five (5) additional years, so long as the parties are able to agree on the new terms and conditions of the lease.~~

1.6 Quiet Enjoyment. Landlord covenants that Tenant shall have quiet, peaceful enjoyment and use of the Premises during the Term and any renewal term, so long as Tenant shall faithfully keep and perform all covenants, promises and agreements of this Lease.

1.7 Landlord's Access to Premises. Notwithstanding the foregoing, Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, performing any services required of Landlord, showing the same to prospective purchasers, lenders, or tenants, taking such safety measures, making such alterations, repairs, improvements or additions to the Premises, as Landlord may reasonably deem necessary or desirable, and for installing, using and maintaining utilities, services, pipes and conduits through the Premises and/or other premises, so long as there is no material adverse affect to Tenant's use of the Premises.

ARTICLE 2. RENT, TAXES, UTILITIES & SECURITY DEPOSIT

2.1 Rent. Beginning on Commencement Date and continuing throughout the Term, Tenant shall pay to the Landlord, without prior demand and without any deduction or set-off, Rent, plus applicable Florida state sales tax. Tenant shall pay to Landlord on the Commencement Date rent for all five (5) years of the term in the amount of Five and No/100 Dollars (\$5.00) (Rent).

2.2 Leasehold Tax. In the event a Leasehold Tax is imposed assessed the Premises, Tenant shall pay the tax directly to the taxing authority prior to the date that it would become delinquent and provide a paid receipt thereof to Landlord immediately thereafter. The Leasehold Tax is an ad valorem tax assessed on the Premises by the Orange County Property Appraiser.

2.3 Florida State Sales Tax. Tenant shall be responsible for the payment of all applicable sales and use taxes (or any excise taxes imposed in lieu thereof) which may now or hereafter be levied by the State of Florida or any other governmental unit on all payments due under this Lease that may be classified as rent by such taxing authorities. Tenant shall pay such taxes to Landlord at the same time that rent payments or other payments classified as rent are made by Tenant to Landlord. The current State of Florida Sales Tax in Orange County, Florida is 6.5%.

2.4 Returned Check Fee. If any check for rent or other sums due hereunder received by Landlord is returned by a financial institution for insufficient funds, in addition to any other right or remedy available to Landlord as a result of such default, Tenant shall pay Landlord a returned check fee in the maximum amount allowed by Florida law to reimburse Landlord for the costs and expenses associated with such returned check. The current amount allowed is Forty Dollars (\$40.00).

2.5 Late Payments. All Rental payments shall become due and payable without notice or demand on the due date, but Tenant shall not be deemed to be in default under this Lease unless a payment remains unpaid for more than ten (10) days after its due date. Any Rent payment made more than five (5) days after the due date (due date shall be as of 5:00 p.m. of the first day of the month regardless of holidays or weekends) shall be accompanied by a late charge of twenty-five dollars (\$25.00) on the sixth (6th) day after the due date, plus an additional five (\$5.00) dollars per day for each day thereafter until payment is received. Any late charges becoming due under this paragraph if not paid with the late rent payment shall be added to and become due with the next Rent payment.

2.6 Method of Payment. All rental payments shall be paid in check, cash, cashier's check, or money order to City of Orlando and mailed or hand-delivered to the Real Estate Division Manager, City of Orlando, 4th Floor, City Hall, 400 South Orange Avenue, Orlando, Florida 32801.

2.7 Additional Rent. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Rent, shall be generally known as "Additional Rent". Except as otherwise provided, all Additional Rent payments are due and payable ten (10) days after delivery of an invoice and shall be collectible and otherwise enforceable on the same terms and conditions as Rent.

2.8 Utilities. Except as otherwise provided herein, Tenant shall not be required to pay for the utility services currently provided to the Premises. Should Tenant desire to add utility services, Tenant shall be solely responsible for obtaining and paying for such additional services, except in the event Landlord should agree in writing in advance prior to the installation of such services. Should Tenant desire to utilize either Landlord's phone system or internet services, Tenant shall reimburse Landlord the amounts invoiced by Landlord to Tenant for such services within ten (10) days of each billing. Landlord shall not be responsible or liable in any way whatsoever for the impairment, interruption, stoppage, or other interference with any utility services to the Premises. In any event no interruption, termination or cessation of utility services to the Premises shall relieve Tenant of its duties and obligations pursuant to this Lease, including, without limitation, its obligation to pay all rent as and when the same shall be due hereunder. Tenant shall use best practices in minimizing the use of its utilities and conserving energy within the Premises. Use of the Premises during those times when the Center is not normally open for business shall be subject to Landlord's current and future energy conservation rules, regulations and possible separate charges.

2.9 Security Deposit. No Security Deposit shall be required from Tenant as a condition of this Lease; however, should Tenant ever default in the performance and fulfillment of any of Tenant's obligations hereunder, Landlord may require a deposit for future compliance in an amount determined in Landlord's absolute discretion. Should a Security Deposit ever be required, it shall be held by Landlord as security for the performance of all obligations of Tenant under this Lease. While Landlord holds the Security Deposit, Landlord shall have no obligation to pay interest thereon, unless required to do so by Florida law, and shall have the right to commingle the Security Deposit with Landlord's other funds. If a deposit has been made, Landlord shall have thirty (30) days after such time when it should be paid, to return the Security Deposit or notify Tenant of Landlord's intention to impose a claim against the Security Deposit for damages, unpaid rent or other amounts due under the Lease. However, if the determination of any amount to be paid by

Tenant to Landlord, or of Tenant's pro rata share of real estate taxes as set forth in this Lease, or the like, is not available at the expiration or earlier termination of the Lease, Landlord may retain such portion of the Security Deposit as Landlord believes in the exercise of Landlord's good faith judgment is an appropriate reserve against such future liability of Tenant and return only the balance of such deposit pending the final determination and payment of all such amounts owed by Tenant to Landlord.

ARTICLE 3. CONDUCT OF BUSINESS BY TENANT

3.1 Intended Use of Premises. Tenant may utilize the Premises for the Intended Use purposes only. The Intended Use shall be to operate a sports commission in a manner that will strategically solicit, create and support marquee sports-related events and businesses that enhance the economy of the Central Florida Community, all as part of doing business under the Tenant's trade name of "Central Florida Sports Commission." Should Tenant open any other office and thereafter does not use the Premises on a fulltime regular basis, Landlord may terminate this Lease, without compensating Tenant, for lack of use to the extent Landlord anticipated in providing the Premises on such favorable terms. Tenant shall make use of the Premises in strict compliance with the City of Orlando Land Development Code. No other uses shall be permitted without the prior written consent of Landlord. Tenant shall continuously use and occupy the Premises only for the Intended Use, in keeping with first-class standards of quality, respect, decorum and integrity. Tenant shall conduct its business in the Premises solely under Tenant's trade name. Nothing contained in this Lease shall be construed as giving Tenant an express or implied exclusive use in the Center, as any such provisions are for the benefit of Landlord in marketing the Center. Tenant shall have no right to require that Landlord enforce any exclusive uses within the Center, should Landlord elect not to do so.

3.2 Conduct of Business. Interruption of Tenant's business because of any act of war, strike, fire, the elements, governmental action, or other cause beyond the reasonable control of Tenant shall not constitute a default under this Lease, but no interruption of business shall affect Tenant's responsibility to pay any form of rent due under this Lease. Tenant shall conduct its business in strict conformance with any rules and regulations promulgated by Landlord from time to time ("Rules and Regulations").

3.3 Quality of Products and Service. Should Tenant at any time sell items or provide services on the Premises, Tenant recognizes the quality of items sold and services provided is a matter of highest concern and the essence of this Agreement. Tenant shall provide only high quality products and services. All goods and services sold or offered for sale shall conform in all respects to all applicable federal, state, and county health statutes, codes, ordinances and regulations.

3.4 Personnel.

A. If at any time Landlord finds the actions, performance, or conduct of any of Tenant's employees to be harmful or detrimental to the operation, image, or success of the Center, Landlord shall advise Tenant of the specific circumstances, and the parties shall attempt to mutually resolve the situation. If resolution cannot be reached, Landlord may require removal of the employee from the Premises.

B. Tenant will maintain high standards of quality in its hiring and training practices. Tenant agrees to employ a sufficient number of personnel so as to properly conduct operations at a high standard of service quality. Tenant's employees shall maintain a high standard of grooming, dress and conduct.

~~C. Tenant's employees shall use the Employee Entrance to the Center as identified in Section 4.1 to access the Premises. Employees are subject to security searches. While in the Center, Tenant's employees must wear badges provided by Landlord. Replacement badges will be provided currently at a cost of Ten Dollars (\$10.00) each, subject to increase from time to time in Landlord's absolute discretion. Tenant's business patrons and visitors shall not access the Premises through the Employee Entrance, but rather shall use the Guest Entrance as further described in Section 4.1 hereof.~~

D. In order to confirm Tenant's employees are fully informed of the most important restrictions on usage of the Center, Tenant shall provide to all of its employee who will work in the Center the Employee Disclosure Of Important Rules And Regulations Regarding To Use Of The Amway Center a copy of which is attached hereto and made a part hereof as **Exhibit "C"**. Tenant shall require each employee to sign a copy of the document, and Landlord shall keep a signed copy thereof in each employee file, which shall be available for Landlord's review at all reasonable times.

3.5 General Use Requirements

A. Tenant shall procure and maintain all permits, licenses and approvals, and pay all taxes, fees and other charges required for the transaction of its business on the Premises, and otherwise use the Premises in compliance with all applicable laws, rules and regulations of federal, state, county, municipal and all other regulatory authorities.

B. Tenant shall not commit or suffer any waste and will not make any use of the Premises, which would constitute a nuisance or violate any municipal, county, state or federal statute, ordinance, rule or regulation.

C. Tenant shall not use the Premises for any purpose that will invalidate any policy of insurance, or increase any premium to be paid, now or hereafter written on any improvements located on the Premises, Common Areas or any other part of the Center.

D. Tenant shall remove all trash and garbage from the Premises and properly place it in receptacles provided by Landlord. Tenant shall use the same janitorial services as Landlord, due to Landlord's building security requirements.

E. All loading and unloading of goods shall be done only at such times and in such areas and through such entrances as may be designated for such purposes by Landlord. Trailers or trucks shall not be permitted to remain parked overnight in any area of the Center whether loaded or unloaded.

F. Tenant shall maintain all windows free of signs and other obstructions, in a neat, attractive condition, displaying only materials promoting the business authorized as the Intended Use. In order to maintain an attractive exterior appearance Landlord shall have the right to

approve all window coverings and any other items, which are visible from the exterior of the Premises.

G. Tenant shall not place or permit any radio, television, loud speaker or amplifier outside the Premises or where the same can be seen or heard from outside the Premises or in the Common Areas. ~~Tenant shall not solicit business or distribute leaflets or other advertising material~~ in the Common Areas; take any action which in the exclusive but reasonable judgment of Landlord would constitute a nuisance or would disturb or endanger customers or other tenants or unreasonably interfere with the uses of their respective premises; or do anything which in the exclusive but reasonable judgment of Landlord would tend to injure the reputation of Landlord.

H. Tenant shall use as its advertised business address the address of the Premises. Tenant shall not use the Premises address for any purpose other than as the address of the business to be conducted in the Premises. Tenant shall not acquire any property right in or to any name, which contains the name of the Center or any part thereof. Any permitted use by Tenant of the name of the Center during the term of this Lease shall not permit Tenant to use, and Tenant shall not use the name of the Center for any commercial purpose or otherwise in conjunction with any business or enterprise after the termination of this Lease. Tenant's agreement in this regard shall survive termination or expiration of this Lease.

I. Tenant shall comply with all Rules and Regulations as Landlord may establish from time to time applicable to the Premises and Center. Tenant's failure to keep and observe the Rules and Regulations shall constitute a breach of this Lease in the same manner as if they were contained herein as covenants. Notice of rules, regulations, amendments and supplements thereto, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all of them, provided that the same shall apply uniformly to any other tenants of the Center.

J. Tenant shall not store or keep on the Premise any propane or other tanks storing any petroleum products. Tenant also covenants that it will not use, generate, store or dispose of hazardous waste materials upon the Premises and agrees to hold harmless and indemnify Landlord against all liability, loss and damage resulting from Tenant's breach of this covenant, including but not limited to court costs, attorney fees, fines, forfeitures, cleanup expenses, repairs, loss of use of property, and all similar or dissimilar losses. This indemnity shall continue in full force and effect after termination of this Lease and any renewal term hereof. The term "hazardous waste materials" includes all chemicals, substances, and materials, which are defined to be hazardous or toxic waste or hazardous substances in any federal or state statute, or any local ordinance, or any regulation adopted by any state, federal or local agency.

3.6 Outdoor Displays In Common Areas. Tenant shall not maintain a display outside of the Premises within the Common Area, without the express written consent of Landlord.

ARTICLE 4. COMMON AREAS

4.1 Common Areas and Tenant Restrictions On Use Thereof. The term "Common Areas" for purposes of this Lease shall mean those walkways, stairways and elevators, as shown on **Exhibit "B"** attached hereto and made a part hereof, which are necessary for Tenant's employees to access the Premises from the exterior of the Center. Tenant's employees may also use the

Restrooms, Break Room and other access areas shown on **Exhibit "B."** Tenant's employees shall use the Employee Entrance as their sole means of entering and exiting the Premises. At all times when any Tenant business patrons and visitors are within the Common Areas, they shall be accompanied by at least one of Tenant's employees to assure compliance with the restrictions on use of the Common Areas. Tenant's employees shall not go into any other areas of the Center without Landlord's written consent. ~~Tenant's business patrons and visitors shall access the Premises from the Administrative Entrance ("Admin Entrance") shown on Exhibit "B".~~ Other locations within the Center Tenant may access may be added upon Landlord's written approval. Access to loading and unloading areas and trash facilities shall be determined as needed from time to time by separate written Landlord's consent.

4.2 Common Areas, Maintenance, Rules and Regulations. Tenant agrees to abide by and conform to the Rules and Regulations of Landlord as promulgated from time to time with respect to the Center and Common Areas, and to cause its employees, suppliers, shippers, customers, and invitees to so abide and conform. Landlord or such person(s) as Landlord may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to modify, amend and enforce the Rules and Regulations. Landlord shall not be responsible to Tenant for noncompliance with the Rules and Regulations by other tenants, their agents, employees and invitees of the Center. Landlord shall maintain the Common Areas.

4.3 Common Areas-Changes. Landlord shall have the right, in Landlord's absolute discretion and without the consent of any tenant, from time to time:

A. To make changes to the Center interior and exterior and Common Areas, including, without limitation, changes in the location, size, shape, number and appearance thereof, including but not limited to windows, stairways, air shafts, elevators, escalators, restrooms, entrances, loading and unloading areas, ingress, egress, direction of traffic, decorative walls, landscaped areas and walkways;

B. To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

C. To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Center or any portion thereof; and

D. To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Center as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

4.4 Periodic Closing of West Church Street. From time to time on a regular basis the City or other agencies may close West Church Street in front of the Center for public, sporting or other City-approved events occurring in the general area near the Center. On such occasions, vehicular and possibly even pedestrian access to the Premises and adjacent parking may either be restricted or nonexistent. Such closures will not be a violation of Landlord's obligations under the Lease or a basis for reducing the rent or excusing any other performance required of Tenant, in accordance with the terms of this Lease.

ARTICLE 5. IMPROVEMENTS

5.1 Tenant Improvements. Subject to Landlord's design criteria after the prior written approval of Landlord, Tenant will make such improvements, alterations, remodeling, renovations, repairs, or additions ("Tenant Improvements") to the Premises as necessary for the utilization of the Premises, for the Intended Use purposes described in **Article 3** hereof. Unless otherwise agreed to by the parties, Tenant shall be solely responsible for the payment of all Tenant Improvements and remodeling of the Premises, including, but not limited to, design and construction costs, permit and impact fees and furniture, fixtures and equipment. It is not contemplated that Tenant will make any significant Tenant Improvements, however, should Tenant determine otherwise, prior to commencing construction of any Tenant Improvements, Tenant shall submit two (2) sets of plans and specifications of the proposed Tenant Improvements to Orlando's Venue's Director, Allen Johnson. The Venues Director shall have twenty business (20) days from receipt of the plans and specifications to either approve, deny or request changes to the plans, and the failure to do so within such time period shall constitute approval of the plans. Landlord's review (and approval or denial) of such plans is based upon its ownership of the Premises and this Lease, and not in its capacity as a governmental or regulatory body. In addition to any of the other requirements of the Lease, Tenant shall also 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 thereof, including, but not limited to, the City of Orlando acting in its governmental or regulatory capacity, as necessary for the construction and operation of Tenant's business authorized as the Intended Use on the Premises. Tenant shall not commence construction of the Tenant Improvements until receiving all required approvals. Failure to continuously, substantially and expeditiously construct the Tenant Improvements for a period in excess of ten (10) days shall be a default under this Lease at Landlord's election.

5.2 Removal of Tenant Improvements. Any Tenant Improvements, which constitute fixtures or whose removal would cause damage to the Premises shall remain a part of the Premises at Lease termination, and become the property of Landlord, at Landlord's election, with no compensation due to Tenant. To the extent Landlord consents to the removal of any improvements, Tenant shall repair all damage caused thereby to Landlord's satisfaction, in its absolute discretion. In the alternative, at Landlord's request, Tenant shall remove any or all such improvements as directed by Landlord, prior to expiration of the Term and deliver the Premises to Landlord in "broom-clean" restored and repaired condition and as otherwise required in this Lease on the Expiration Date.

5.3 Personal Property, Furniture, Equipment and Fixture Removal. Tenant may furnish and install, at its sole cost and expense, any personal property, furniture, and equipment reasonably necessary for the operation of Tenant's business (PPF & E). Tenant shall keep the PPF&E in good condition and repair, normal wear and tear excepted. The PPF & E shall remain the property of Tenant, and at the expiration or earlier termination of the Lease, Tenant shall remove the PPF & E from the Premises and repair any damage to the Premises resulting from such removal. Any equipment which is affixed to the Premises shall remain on the Premises and become the property of Landlord upon the expiration or termination of the Lease, at Landlord's election. Any PPF & E, whether or not affixed to the Premises, which is not removed on or before the Expiration Date shall be considered abandoned and automatically become the property of Landlord, at

Landlord's election, or in the alternative Tenant shall remove it in accordance with written instructions from Landlord.

Tenant agrees that it shall not remove any PPF&E during any time while in default under the terms of this Lease and that such removal shall be a material breach of this Lease. If not in default Tenant may remove PPF&E from time to time during the term of this Lease, provided that such removal will not cause damage to the Premises. Upon removal of any PPF & E accompanied by attendant damage, Tenant shall repair to Landlord's satisfaction, any damage within thirty (30) days.

5.4 Signs, Premises Exterior. Tenant shall not, without Landlord's prior written consent: (a) make any changes to or paint the exterior of any part of the Premises; (b) install new or change out any exterior lighting, paint colors or decorations; or (c) erect or install any signs, window or door lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the Premises except upon prior written consent of Landlord, which may be withheld for any reason in its sole discretion. One name plate of the style, size and location approved by Landlord shall be posted at the entrance to the Premises. All other signage is subject to the sign regulations of Landlord, the Downtown Development Board and the Appearance Review Officer of the City of Orlando. Prior to the installation of any signs, Tenant shall deliver to Landlord for its review and written approval a sketch of Tenant's proposed sign rendering drawn to scale. Since the Center is public property owned by Landlord, political campaign signs are prohibited on the Premises pursuant to Section 64.252, City Code. All signs shall be kept in good condition and repair at all times.

ARTICLE 6. MAINTENANCE, REPAIR AND CASUALTY

6.1 Maintenance and Repair of Premises by Tenant.

A. General Maintenance Responsibilities. Landlord shall provide general maintenance of the Premises, except in any instance where maintenance or repairs are necessitated as a result of the negligence of any of Tenant's employees, patrons or visitors.

B. Fire Safety Equipment. Tenant shall install and maintain fire extinguishers within the Premises. Landlord shall provide all other fire protection devices as may be required from time to time by any agency having jurisdiction of such matters, or the insurance underwriters insuring the Center.

C. Janitorial Service. General cleaning of the Premises on a regular basis shall be Tenant's responsibility through Tenant's employment, at Tenant's expense, of the same janitorial company Landlord uses. Tenant must clean the carpets at the same times when scheduled for other office space in the building.

D. Pest Control. Tenant, at its sole expense, shall engage exterminators to control vermin and pests utilizing the same pest control company and as often as Landlord does.

If (a) Tenant does not maintain the Premises to the extent required herein to the reasonable satisfaction of Landlord within ten (10) calendar days' notice (or such shorter period as may be required in an emergency), or (b) Landlord, in the exercise of its sole discretion, determines

that emergency repairs are necessary or (c) repairs or replacements to the Premises are otherwise made necessary by any act, omission or negligence of Tenant, its employees, subtenants, assignees, concessionaires, contractors, invitees, licensees or visitors, then in any of such events Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and upon completion thereof, ~~Tenant shall pay as Additional Rent Landlord's cost for making such repairs plus fifteen percent (15%) for overhead, upon presentation of a bill. All bills shall include interest at the highest rate allowed by law from the date such repairs were billed by the contractor(s) making such repairs.~~

6.2 Maintenance and Repair of Premises, Common Areas and Center by Landlord.

Landlord shall maintain and repair the roof, building foundation, and structural integrity of the Center and generally the Common Areas except as otherwise provided herein. Within a reasonable period after receipt of written notice from Tenant, Landlord shall make necessary structural repairs to the exterior walls, roof, foundations, load-bearing items, plumbing, pipes, and conduits located outside the Premises and/or in the Common Areas. Landlord shall not be required to make any repairs made necessary by any act, omission or negligence of Tenant, any of its concessionaire, their respective employees, agents, invitees, licensees, visitors and contractors.

6.3 Casualty Damage to Either Premises or Center.

If at any time during the term of this Lease the Center is damaged by fire or other casualty, unless caused by a negligent or willful act of Tenant (in which event Tenant shall make the repairs at Tenant's expense), which prevents Tenant from making substantial use of the Premises, Landlord may at Landlord's option either (i) repair such damage to the Center, excluding the Premises and Tenant's fixtures, equipment or any other Tenant Improvements, in a reasonable manner and time at Landlord's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this Lease as of the date of the occurrence of such damage, in which event this Lease shall terminate as of that date. In the event Landlord repairs or restores the Center pursuant to the provisions of this Section, and any part of the Premises is unusable prior thereto (including loss of use due to loss of access or essential services), the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated, provided (1) the damage was not the result of the negligence or malicious act of Tenant, and (2) such abatement shall only be to the extent the operation and profitability of Tenant's business as operated from the Premises is adversely affected. Except for the abatement of rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration. Landlord and Tenant agree that Landlord shall not be responsible in any way for costs, expenses or losses of Tenant, including, but not limited to, costs of relocation, replacement premises, or uninsured or underinsured loss of or damage to contents, improvements, betterments or equipment. If Landlord shall not complete the restoration and repair within six (6) months after such occurrence, Tenant may at Tenant's option cancel and terminate this Lease by giving Landlord written notice of Tenant's election to do so at any time prior to the completion of such repair or restoration. In such event this Lease shall terminate as of the date of such notice. Tenant agrees to cooperate with Landlord in connection with any such restoration and repair.

ARTICLE 7. INSURANCE AND INDEMNITY

7.1 Commercial General Liability Insurance. Tenant agrees to maintain in full force and effect from the date upon which Tenant first enters the Premises for any reason and throughout the term of this Lease, and thereafter so long as Tenant occupies any part of the Premises, a nondeductible policy of commercial general liability insurance providing coverage for bodily injury (or death) and property damage with an insurer approved by Landlord. The minimum single limit coverage for bodily injury (or death) shall be One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) general aggregate, with minimum coverage amount of One Million Dollars (\$1,000,000) for property damage including but not limited to that caused by fire for losses to Landlord's and Tenant's property. Failure to provide evidence of the required coverage within one (1) day after demand shall be a material breach of this Lease.

7.2 Workers' Compensation/Employer Liability Insurance. Tenant shall maintain Workers' Compensation Coverage to the extent required by law.

7.3 Insurance Policy Requirements. All policies shall be non-cancelable and non-amendable with respect to Landlord and Landlord's designees, without thirty (30) days prior written notice to Landlord. Tenant shall require that Landlord, its elected and appointed officials, officers, agents, employees, successors and assigns, be named as additional insureds on all insurance policies with the exception of workers' compensation, with the broadest form of such coverage from time to time available in the area in which the Premises is located, for including but not limited to all matters arising out of the ownership, use, occupancy or maintenance of the Premises. A certificate of insurance evidencing the required coverage shall be delivered to Landlord at least ten (10) days prior to the time Tenant first enters the Premises for any reason, along with evidence of premium payment. Tenant shall also furnish Landlord evidence of renewals of each such policy on an annual basis, no less than thirty (30) days prior to the expiration thereof. Landlord reserves the right to modify any aspect of the insurance requirements, including the addition of new types of coverage, as the result of reasonable and prudent risk management review of the activities upon or associated with the Premises. Tenant shall notify Landlord in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) calendar days prior to the effective date of the action. Notwithstanding Landlord's requirement that Tenant obtain the foregoing insurance coverage, Landlord has not thereby waived its sovereign immunity protections allowed to Landlord under Florida law.

7.4 Indemnification. Tenant shall indemnify Landlord, its elected and appointed officials, officers, agents, employees and hold them harmless from any suits, actions, damages, liabilities, losses and expenses in connection with loss of life, bodily or personal injury, property damage or otherwise arising from or out of any occurrence in, on, at, or from the Premises or the occupancy or use by Tenant of the Premises, Common Areas, sidewalks adjacent thereto or any part thereof or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees, concessionaires and any other person or entity for whose acts Tenant may be responsible. This indemnity and hold harmless agreement shall include attorney's fees incurred by Landlord, its elected and appointed officials, officers, agents, employees in connection with any claim, action, trial, appellate, bankruptcy court or probate proceedings related thereto. If any such action or proceeding is instituted against Landlord, its elected and

appointed officials, officers, agents, employees, Tenant, upon written notice from Landlord, will defend such action or proceeding by counsel approved in writing by Landlord, such approval not to be unreasonably withheld or delayed.

7.5 Tenant's Risk. To the maximum extent this agreement may be made effective according to law, Tenant agrees to use and occupy the Premises at Tenant's own risk, and Landlord shall have no responsibility or liability for any loss or damage to the personal property of Tenant, or for any loss or damage resulting to Tenant or those claiming by, through, or under Tenant, for any reason, including but not limited to breaking, bursting, stopping or leaking of water, gas, sewer or steam pipes. The terms of this Section shall be applicable regarding all matters, transactions and things occurring from and after the execution of this Lease and until the end of the term of this Lease, and during such further period as Tenant may use or be in occupancy of any part of the Premises.

7.6 Injury Caused By Third Parties. To the maximum extent this agreement may be made effective according to law, 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 Premises.

7.7 Waiver of Subrogation. Landlord shall not be liable to Tenant, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage to Tenant's properties, the Premises, the contents thereof, or the Center regardless of whether such loss or damage is caused by the negligence of Landlord or Tenant, arising out of any of the perils or casualties insured against by the property insurance policies carried by the parties pursuant to this Lease. The insurance policies obtained by Tenant pursuant to this Lease shall permit waivers of subrogation, which the insurer may otherwise have against the non-insuring party. In the event the policy or policies do not allow waiver of subrogation prior to loss, Tenant shall, at the request of Landlord, deliver to Landlord a waiver of subrogation endorsement in such form and content as may reasonably be required by Landlord or its insurer. For purposes of interpreting this subrogation provision, the terms "Landlord" and "Tenant" shall include elected and appointed officials, officers, agents, employees, contractors, subtenants, servants, licensees, concessionaires and invitees, any of whom may be responsible for any loss.

ARTICLE 8. DEFAULT

8.1 Default.

A. Tenant Events of Default. The occurrence of one or more by Tenant of the following shall constitute a material event of default under this Lease:

- (1) Failure to pay Rent within ten (10) days of its due date, without notice from Landlord;
- (2) Failure to make any other payment required of Tenant hereunder, within ten (10) days after written notice that it is due;

(3) Entrance by any of Tenant's employees into unauthorized locations within the Center.

(4) Failure to perform any other covenant contained herein on its part to be observed, for ten (10) days after receipt of written notice from Landlord to Tenant of such breach; provided, however, that if the nature of Tenant's noncompliance is such that more than ten (10) days are reasonably required for its cure, Tenant shall not be deemed to be in default if Tenant commenced such cure within the ten (10) day period and thereafter diligently pursues such cure to completion; or

(5) Being made (i) a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto [unless, in the case of a petition filed against Tenant, and the same is not dismissed within sixty (60) days], (ii) having a trustee or receiver appointed to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iii) suffering an attachment, execution or other judicial seizure of substantially all of its assets located at the Premises or of its interest in this Lease, where such seizure is not discharged within thirty (30) days; or

(6) Vacation or abandonment of the Premises including any failure to occupy the Premises for a continuous period of twenty (20) days or more, whether or not the rent is paid.

B. Default Remedies Against Tenant. In the event Tenant fails to cure a default within any applicable time period, without further notice Landlord may elect to take any of the following actions:

(1) Terminate this Lease and enter into the Premises, or any part thereof, utilizing any lawful means, and expel Tenant, or any person occupying the same in or upon the Premises, using such force as may be necessary to do so, and repossess and enjoy the Premises;

(2) Enter into possession of the Premises as agent of Tenant and relet the Premises without any obligation to do so, applying any rent received from new tenants on the balance due under this Lease, and in such event, Tenant shall be responsible for no more than the balance due after application of sums received, plus all Landlord's fees, costs and expenses in taking such actions;

(3) Declare the entire balance of the rent due and payable forthwith and maintain a distress proceeding, chattel lien foreclosure proceeding, or other proceeding for the recovery of the rent due and have in aid thereof, with or without notice, the appointment of a receiver, issuance of a writ of injunction, or such other remedies as may be necessary to secure the relief sought;

(4) Should an Event of Default be due to the entrance of any Tenant's employees into unauthorized locations within the Center, depending upon the nature of the encroachment and how many times an employee has violated this restriction, Landlord may require that the employee be either permanently barred or temporarily

suspended from access to the Premises for a period of time, as determined in the sole and absolute discretion of Landlord; and

(4) Exercise in addition to the foregoing any and all other rights and remedies according to the laws of the State of Florida

C. Landlord Events of Default. It shall be an event of default by Landlord should Landlord fail to perform any material covenant contained herein on its part to be observed, for thirty (30) days after receipt of written notice from Tenant of such breach; provided, however, that if the nature of Landlord's noncompliance is such that more than thirty (30) days are reasonably required for its cure, Landlord shall not be deemed to be in default if Landlord commenced such cure immediately and thereafter diligently pursues such cure to completion within sixty (60) days after transmittal of the notice of default.

D. Default Remedies against Landlord. In the event Landlord fails to cure a default within any applicable time period, without further notice Tenant may elect to (i) terminate this Lease and vacate the Premises, which shall be completed in the same manner as if the term of this Lease had expired on the date of Tenant's notice of termination provided to Landlord; or (ii) enforce this Lease by specific performance. No other remedies shall be available against Landlord, including but not limited to any claim for damages. No failure by Tenant to insist upon the strict performance of any covenant, agreement, term or condition of this Lease on the part of Landlord to be performed, or to exercise any permitted right or remedy consequent upon a default therein, and no acceptance of Landlord's performance or payment of amounts due (by virtue of application against Rent payments) after such default, shall constitute a waiver by Tenant of such default or of such covenant, agreement, term or condition, or any right or remedy of Tenant with respect thereto.

ARTICLE 9. TERMINATION FOR CONVENIENCE

This Lease may be terminated by either party, at its convenience in its absolute discretion, upon ninety (90) days' prior written notice to the other.

ARTICLE 10 - EMINENT DOMAIN

10.1 Right of Termination for Taking. If the Premises, or such portion thereof shall be taken by condemnation or right of eminent domain, or by purchase in lieu thereof, which results in the balance (if reconstructed to the maximum extent practicable under the circumstances) becoming unsuitable for Tenant's purposes, Tenant shall have the right to terminate this Lease by written notice to the other of its desire to do so within thirty (30) days of the taking. Further, if so much of the Center shall be taken such that continued operation of the Center would not be economically feasible in Landlord's reasonable judgment, Landlord shall have the right to terminate this Lease by giving written notice to Tenant within thirty (30) days of the taking.

10.2 Payment of Award. Landlord shall have and hereby reserves, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Center, the Premises, the building in which the Premises are located, and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking, damage, or destruction.

10.3 Abatement of Rent. In the event of any taking of the Premises, the Rent, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated, as appropriate and equitable under the circumstances.

ARTICLE 11. GENERAL PROVISIONS

11.1 Assignment and Subletting. Tenant, Tenant's legal representatives and any of its successors in interest by operation of law or otherwise may not effectuate a Transfer of this Lease, without Landlord's written consent, which may be withheld in Landlord's absolute discretion. For purposes of this Lease, "Transfer" shall mean an assignment or sublease of this Lease. Consent by Landlord to a Transfer shall not relieve Tenant from the obligation to obtain Landlord's consent to any further Transfer. Further, in no event shall any permitted transferee Transfer its interest without Landlord's consent. **Any Transfer by Tenant in violation of this Section shall be void.**

11.2 Notice. Any notice required or permitted to be given under this Lease shall be in writing and delivered by hand, 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 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, unclaimed, or the addressee has moved, or is otherwise not delivered or deliverable through no fault of the addressor, effective notice shall still be deemed to have been given. Addresses for delivery of notice shall be as follows:

Tenant: John Bisignano, President
The Central Florida Sports Commission, Inc.
126 East Lucerne Circle
Orlando, Florida 32801
Phone No. 407-648-4900

Landlord: Allen Johnson
Orlando Venues Director
Amway Center
400 W. Church Street
Suite 200
Orlando, Florida 32801
Phone No. 407-400-7070

and

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

11.3 Section Titles, Interpretation. The titles to the sections contained in this Lease are for convenience and reference only. Any gender used herein shall be deemed to refer to all genders. Use of the singular herein shall be deemed to include the plural, and the plural shall be deemed to include the singular.

11.4 Surrender of Premises. Upon the termination of this Lease, Tenant shall return all keys and surrender possession of the Premises in neat and clean condition, good order and repair.

11.5 Holding Over. Any holding over by Tenant after the expiration of the term of this Lease shall be treated as a tenancy at sufferance at double the rent and other charges specified herein, prorated on a daily basis, and shall otherwise be on the terms and conditions set forth in this Lease, so far as applicable.

11.6 Construction Liens. The estate or interest of Landlord in and to the Premises, and the Center shall not be subject to construction liens of persons or entities not in privity with Landlord. Tenant further agrees immediately to discharge (either by payment or by filing the necessary bond or otherwise) any construction liens against the Premises, the Center or Landlord's interest therein purporting to be for labor, services, or materials furnished to Tenant in, on or about the Premises or the Center. A duly executed instrument by which such construction lien is satisfied, released from the Premises or the Center or transferred to bond, shall be recorded within ten (10) days after such construction lien is filed or recorded.

11.7 Self-Help. Landlord has the right to pay such sums or to do any act which may be necessary or appropriate by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease, and Tenant agrees to pay Landlord upon demand all such sums with interest at the highest rate allowed by law from the date payment is made by Landlord, and if Tenant defaults Landlord has the same rights and remedies as for the failure of Tenant to pay Rent.

11.8 Recording. Tenant agrees not to record this Lease or any memorandum thereof in the Public Records of Orange County, Florida.

11.9 Binding Effect. Except as otherwise expressly provided, the terms hereof shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns, respectively, of Landlord and Tenant. This reference to successors and assigns of Tenant is not intended to constitute Landlord's consent to assignment by Tenant, but has reference only to those instances in which Landlord may give consent to a particular assignment.

11.10 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 that may have been had between the parties.

11.11 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 enforced to the fullest extent permitted by law.

11.12 Waiver. 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. No payment by Tenant or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

11.13 Estoppel Certificates. Within twenty (20) days after request in writing by either party, the other party will furnish a written statement in form and substance reasonably acceptable to the non-requesting party, duly acknowledging the fact that (a) this Lease is in full force and effect, (b) rents payable hereunder are current, (c) there are no uncured defaults hereunder by Landlord or Tenant, if that be the case, and additional information concerning such other matters as reasonably requested. Failure of either party to deliver such estoppel certificate within such twenty (20) day period shall entitle the requesting party to conclusively presume that the Lease is in good standing without default, which statement or representation may be relied upon as being true and correct by any prospective purchaser or mortgagee.

11.14 Landlord's Lien. In addition to any rights that may be given Landlord by Florida law, Tenant hereby grants to Landlord a security interest in and a lien upon any and all furniture, fixtures, equipment, goods and other personal property of any kind in which Tenant has an interest that is now or hereafter located on the Premises, as security for the payment of all rents and other sums to be paid by Tenant to Landlord hereunder, and for the purpose of securing the performance of Tenant's duties and obligations in accordance with the terms of this Lease.

11.15 Transfer of Landlord's Interest. In the event of any transfer of Landlord's interest in the Premises or in the real property of which the Premises are a part, Landlord shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer.

11.16 No Brokerage Commission. Tenant represents and warrants that it has had no dealings with any broker or leasing agent in connection with the negotiation or execution of this Lease. In the event any broker or leasing agent shall make a claim for a commission or fee in connection with the negotiation or execution of this Lease, Tenant shall be responsible for the payment thereof, and Tenant agrees to hold Landlord harmless from and indemnify Landlord against any such claim or liability.

11.17 Landlord's Exculpation and Sovereign Immunity. Anything to the contrary contained in this Lease notwithstanding, Landlord's elected and appointed officials, officers, agents, employees, representatives, successors and assigns, shall have absolutely no corporate or personal liability with respect to the performance of any of the terms, covenants, conditions and provisions of this Lease. Such exculpation of liability shall be absolute and without exception whatsoever. 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. 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, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of Landlord's obligations under the provisions of this Agreement 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, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

11.18 Discrimination Not Permitted. Landlord and Tenant for themselves, their successors and assigns covenant and agree that no person shall be excluded from participation in, denied benefits of, or otherwise subjected to unlawful discrimination in the use of the Premises, the construction of any improvements thereon or the furnishing of services therein.

11.19 Relationship of the Parties. The relationship between the parties hereto is solely that of landlord and tenant and nothing contained herein shall constitute or be construed as establishing any other relationship between the parties, including, without limitation, the relationship of principal and agent, employer and employee or parties engaged in a partnership or joint venture. Without limiting the foregoing, it is specifically understood that neither party is the agent of the other and neither is in any way empowered to bind the other to use the name of the other in connection with the construction, maintenance or operation of the Premises, except as otherwise specifically provided herein.

11.20 Radon Gas. 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 health department.

11.21 Jury Trial Waiver. The parties waive trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of or in any way connected with this Lease. Tenant further waives the right to interpose any permissive counterclaim of any nature in any action to obtain possession of the Premises.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year first above written.

(REMINDER OF PAGE INTENTIONALLY LEFT BLANK.

SIGNATURES OF PARTIES APPEAR ON FOLLOWING PAGES.)

**LANDLORD: CITY OF ORLANDO, a Florida
municipal corporation**

By: _____

Print Name: _____

Mayor/Pro Tem

Attest:

Alana C. Brenner, City Clerk

Witnesses:

(1) Sign: _____
Print Name: _____

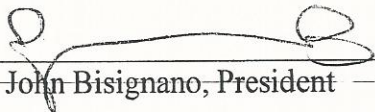
(2) Sign: _____
Print Name: _____

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

_____, 2013.

Assistant City Attorney


**TENANT: The Central Florida Sports
Commission, Inc., a Florida corporation not for
profit**

By: 
John Bisignano, President

Witnesses:

(1)

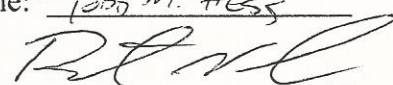
Sign:



Print Name: Joan M. Hess

(2)

Sign:



Print Name: Brent Nelson

EXHIBIT "A"

(Legal description and Diagram of Center Showing Location of Premises)

THIRDEEN LEVEL OFFICE PLAN

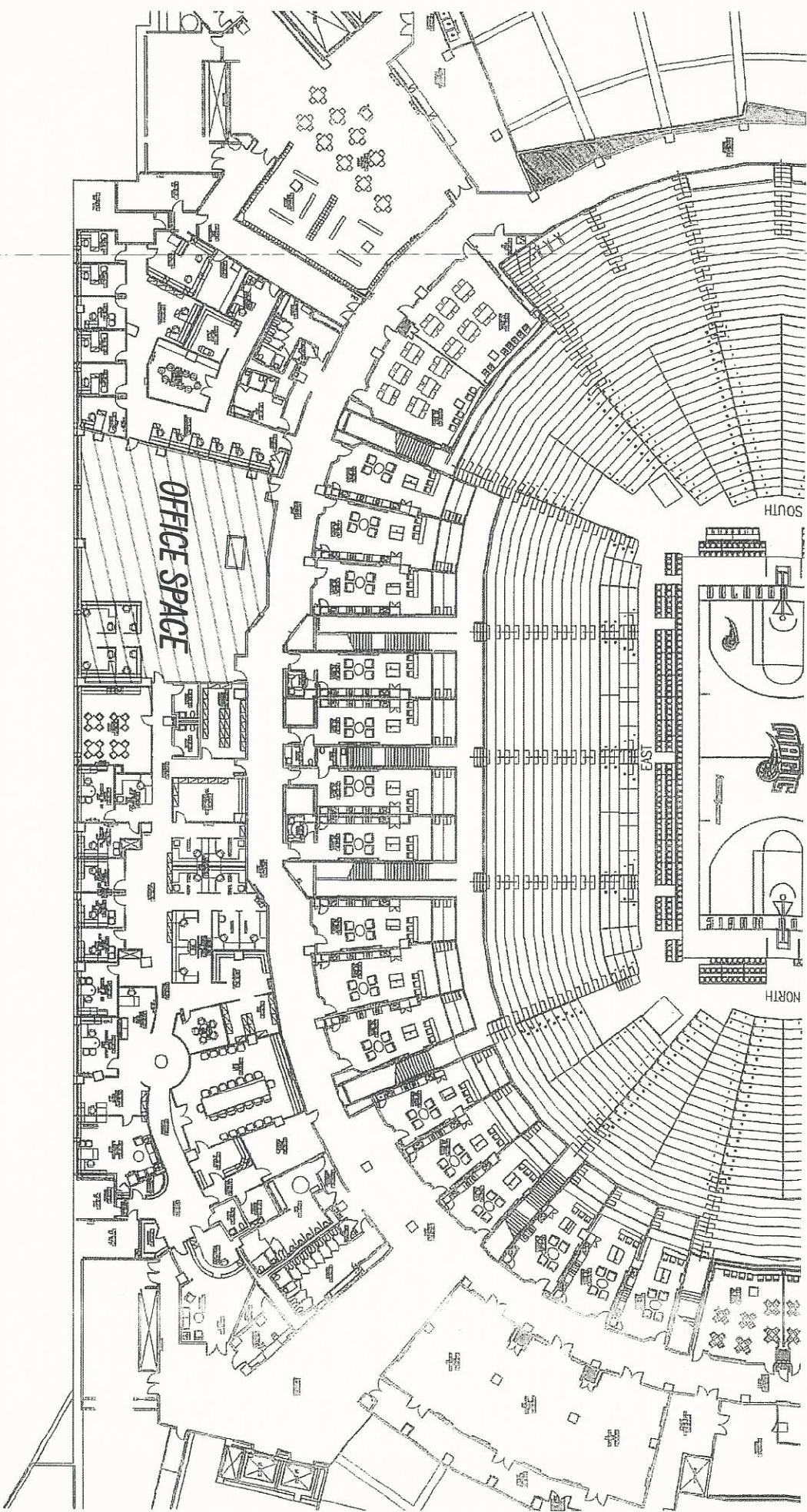


EXHIBIT "B"

(Diagram of Common Areas showing locations Tenant is authorized to enter without Landlord's written consent.)

FOUNDERS LEVEL OFFICE SPAC

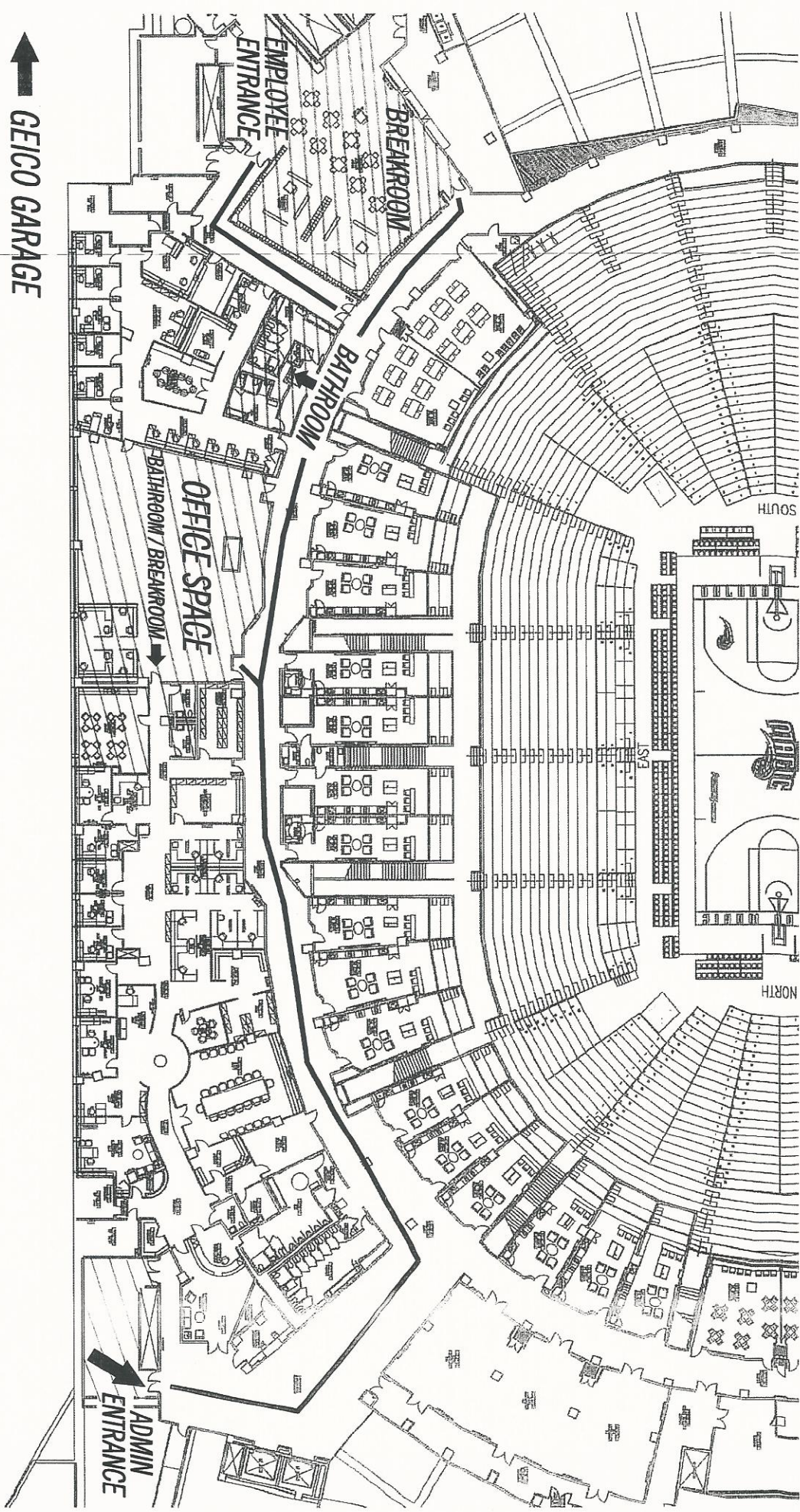


EXHIBIT "C"

EMPLOYEE DISCLOSURE OF IMPORTANT RULES AND REGULATIONS REGARDING USE OF THE AMWAY CENTER

Each employee of Tenant shall be subject to and agrees as a condition of employment to strictly abide by all of the terms and conditions of the rules for use of the Amway Center, some of the most important of which are as follows:

1. Tenant's employees shall access only those areas of the Center authorized pursuant to the Lease between the City and Tenant. Attached is a copy of a map showing permissible access areas. Any employees found in unauthorized locations within the Center may be either temporarily or permanently suspended from access to the Premises, as determined in the sole and absolute discretion of Landlord.
2. Whenever a business patron or visitor to Tenant's Premises desires to come to the Tenant's offices, such persons must use the Admin Entrance as shown on the attached diagram and must be accompanied by one of Tenant's employees at all times.
3. Tenant's employees must wear visible employee badges at all times while in the Center.
4. Tenant's employees use the Geico Parking Garage ("Garage") to meet their parking needs, but must vacate the parking area by no later than five thirty (5:30) p.m. on nights events are held in the Center. No parking shall be available in the Garage on Saturdays or Sundays when events are scheduled during a weekend. In the event a Tenant employee or patron violates these restrictions, Tenant agrees to pay Landlord the posted rate for an event for each violation. Exceptions may be approved by the Director of the Venues. Further, on event days, Landlord may require Tenant's employees to park at locations other than the Garage without reimbursement, the need for which shall be determined by Landlord in its absolute discretion.
5. Tenant's employees shall use the Employee Entrance to the Center as shown on the attached diagram to access the Premises and are subject to security searches. During event days, Tenant's employees may not access "back of house areas" and may be required to use Stairwell 2A/B to access the Founders level. While in the Center, Tenant's employees must wear badges provided by Landlord. Replacement badges will be provided currently at a cost of Ten Dollars (\$10.00) each, subject to increase from time to time in Landlord's absolute discretion.
6. Due to security concerns, all Tenant's employees shall be responsible for the safe keeping of their employee badges. If a badge is lost or stolen, employees must immediately contact Landlord to deactivate the card and upon payment of the proper fee, reissue the employee badge. While a Tenant's employee must return a lost employee badge if found, there are no refunds.
7. Access and security may be modified in the event of an emergency or security threat.
8. To the extent necessary for use in employment, employees will enter into access card, badge and key agreements similar to those attached hereto and made a part hereof, as may be modified from time to time.

9. Tenant's employees shall familiarize themselves with all existing Rules and Regulations of the Center as may be adopted from time to time and shall be responsible for knowing and abiding by them.



AMWAY CENTER • BOB CARR PERFORMING ARTS CENTRE • FLORIDA CITRUS BOWL
TINKER FIELD • HARRY P. LEU GARDENS • MENNELLO MUSEUM • PUBLIC ART

AMWAY CENTER KEY AGREEMENT

Please review the terms stated below, sign and date. You will receive a copy for your records from your manager.

I agree to accept responsibility for the protection and proper use of any keys issued to me. Should an incident occur which involves Law Enforcement investigation, I understand that my name will be released to Law Enforcement for possible questioning.

If a key is lost or stolen, I agree to immediately notify Amway Center Security at 407.440.7010. I agree to pay a replacement fee of \$10.00 to receive a new key.

I understand that upon notice, Amway Center management may suspend or terminate my privilege to use any keys. I agree to surrender keys immediately upon retirement, termination of employment with the Amway Center or upon the request of the Amway Center management.

(PRINT)

Name: _____ Company: _____

Employee Signature: _____ Date: _____

Manager Signature: _____ Date: _____

Please issue the following keys:

<p>Master Keys - these are labeled GMA, GMB, A, B, AA, AB, AC, AD, AE, AF, AG, AH, BA, BB, BC, BD, BE, BF, or BG:</p> <p>_____</p>

<p>Change Keys - each change key is labeled with two letters (AA, AB, AC, AD, AE, AF, AG, AH, BA, BB, BC, BD, BE, BF, BG, or BH) followed by one or two digits (such as AA1, BA4, BG13):</p> <p>_____</p>
