

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

FROM: Fred Winterkamp, Fiscal & Business Services Division Manager *FW*

DATE: October 22, 2018

RE: **Discussion Agenda Item - October 30, 2018**
Tourist Development Tax Grant Application Review Committee Funding
Recommendations

On November 29, 2016, the Board of County Commissioners ("Board") adopted Ordinance No. 2016-30 ("Ordinance"), which amended the County's Tourist Development Plan to authorize funding from available unallocated Tourist Development Tax (TDT) revenue for legally authorized capital projects and events pursuant to a grant application process set forth in Section 25-147 of the Orange County Code (Code). Pursuant to the Ordinance, on October 31, 2017, the Board adopted Resolution No. 2017-M-44, which established the Tourist Development Tax Grant Application Review Committee (ARC) to serve in an advisory capacity to the Board by evaluating applications for excess TDT revenue funding pursuant to established application review criteria and to make recommendations on same.

At its September 17, 2018 meeting, the ARC considered applications from Orlando Ballet, Inc. and OnePULSE Foundation, Inc. for excess TDT revenue and performed an evaluation of each proposal. Orlando Ballet is requesting \$4,000,000.00 toward the construction of the auditorium portion of Harriett's Orlando Ballet Centre (Auditorium). OnePULSE Foundation is seeking \$10,000,000.00 for land acquisition and design and architectural fees for the museum component of the Pulse Memorial and Museum. Following its evaluations of the grant applications, the ARC approved recommending both funding requests to the Orange County Tourist Development Council (TDC). On September 21, 2018, the TDC approved recommending both funding requests to the Board.

The Board appropriated \$8,000,000.00 per year beginning in Fiscal Year 2017-18 through Fiscal Year 2022-23 for applicants that apply for funding to the ARC pursuant to Section 25-147 of the Code. The use of TDT revenues for auditoriums and museums is authorized pursuant to section 125.0104(5)(a)1.b. and c., Florida Statutes, respectively. If approved, the Comptroller will disburse TDT funds in accordance with the terms of the funding agreements.

October 22, 2018

Re: Discussion Agenda Item October 30, 2018

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If you have any questions, please contact me at (407) 836-2920.

ACTION REQUESTED:

Approval and execution of

- 1) Agreement between Orange County, Florida and Orlando Ballet, Inc. regarding Auditorium in Harriett's Orlando Ballet Centre and
- 2) Agreement between Orange County, Florida and OnePULSE Foundation, Inc. regarding Pulse Museum TDT Funding

FMW

C: Ajit Lalchandani, County Administrator
 Jeffrey Newton, County Attorney
 Eric D. Gassman, Deputy County Administrator
 Lila McHenry, Senior Assistant County Attorney

AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
ORLANDO BALLET, INC.

AUDITORIUM IN HARRIETT'S ORLANDO BALLET CENTRE
(610 N. Lake Formosa Drive, Orlando, FL 32803)

THIS AGREEMENT, made and entered into as of the date of last execution below, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, ("County"), and ORLANDO BALLET, INC. a not-for-profit corporation organized and existing under the laws of the State of Florida ("Orlando Ballet").

WITNESSETH:

WHEREAS, the County currently collects the tourist development taxes authorized by Section 125.0104(3)(c), (d), and (m), Florida Statutes ("Tourist Development Tax" or "TDT") and authorized uses of such Tourist Development Tax include the construction of auditoriums that are owned and operated by not-for-profit organizations and open to the public within the county in which such tax is levied; and

WHEREAS, on November 29, 2016, the Orange County Board of County Commissioners ("Board") adopted Ordinance No. 2016-30 ("Ordinance"), which amended the Tourist Development Plan to authorize funding from legally available unallocated TDT revenue for legally authorized capital projects and events pursuant to a grant application process set forth in Section 25-147 of the Orange County Code ("Code"); and

WHEREAS, Orlando Ballet applied for TDT capital funding for the construction of the Auditorium portion of Harriett's Orlando Ballet Centre ("Auditorium"), an authorized expenditure pursuant to the Local Option Tourist Development Act, § 125.0104, Florida Statutes (2018); and

WHEREAS, on September 17, 2018, the County's TDT Application Review Committee ("ARC"), evaluated Orlando Ballet's application and recommended approval to the Tourist Development Council ("TDC"); and

WHEREAS, on September 21, 2018, the TDC recommended approval of Orlando Ballet's application.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and Orlando Ballet agree as follows:

[Handwritten signature]
10/31/18

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **County Contribution.** Subject to all terms and conditions set forth in this Agreement, the County agrees to contribute a total aggregate amount not to exceed Four Million Dollars (\$4,000,000.00) solely from Fiscal Year 2017-18 Excess TDT Revenue ("County Contribution"). For purposes of this Agreement, "Excess TDT Revenue" shall mean those TDT revenues appropriated by the Board in 2018 in the amount of \$8,000,000.00 per year beginning in Fiscal Year 2017-18 through Fiscal Year 2022-23 for capital projects that apply for funding to the ARC pursuant to Section 25-147 of the Code. For the avoidance of doubt, Excess TDT Revenue is separate and in addition to the \$500,000 Orange County Cultural Facilities grant which was approved by the Orange County Board of County Commissioners on May 22, 2018.

3. **Restrictions on Use of County Contribution.** Orlando Ballet shall use the County Contribution only to pay for capital costs associated with the design and construction of the Auditorium in accordance with Section 125.0104(5)(a)(1)(b), Florida Statutes, and the adjacent public areas supporting the Auditorium ("Support Areas"), as described in Orlando Ballet's "Orange County Tourist Development Tax Grant Application dated August 15, 2018" (the "Grant Application") and attached hereto as **EXHIBIT "A"**. Capital costs shall include: construction; design and engineering expenses; and furnishings, fixtures and equipment for the Auditorium and Support Areas. The County Contribution shall not be used for construction cost overruns; operating costs; or maintenance costs of any type whatsoever in connection with the construction or operation of the Auditorium. Furthermore, the County Contribution shall not be used or pledged to secure any debt whatsoever.

4. **Limitations on County's Obligation.** The County's obligation to make the County Contribution shall not constitute a lien on Tourist Development Taxes and will not be on parity with any existing or future debt of the County. The obligations of the County under this Agreement are limited solely to Excess TDT Revenue and no general fund revenues or other funds whatsoever of the County are obligated. Nothing provided herein shall obligate or require the County to levy any ad valorem taxes, fees or assessments whatsoever. This Agreement and any payments provided for in this Agreement are contingent upon the availability of Excess TDT Revenues derived from the tax levied under Section 25-136 of the Code and made available under Section 25-147 of the Code to make the payments hereunder. The County shall not cause such Excess TDT Revenues to be unavailable as a result of dilution of the funds made available through the application process set forth in Section 25-147 of the Code through funding other projects through such process.

5. **Disbursement of County Contribution.** The County Contribution shall be disbursed according to the schedule set forth below after Orlando Ballet submits proof of valid design, architectural, or construction costs with certification from the Architect that work invoiced has been satisfactorily performed and signed by an authorized representative of Orlando Ballet and accompanied by invoices or receipts evidencing completion of work in substantially the form of the cost requisition attached hereto as **EXHIBIT "B."** All such requisitions shall be submitted to the County Administrator or designee with a copy to the Orange County Comptroller ("Comptroller") at the notice address set forth in Section 8 herein. After review and approval of each requisition, the County Administrator or designee shall instruct the Comptroller to make payment to Orlando Ballet within 15 business days thereafter.

Upon approval of requisition(s) by the County Administrator or designee, the Comptroller is authorized to disburse the County Contribution to Orlando Ballet according to the following installment schedule:

- (a) Not to exceed \$500,000.00 on or after November 1, 2018;
- (b) Not to exceed \$1,500,000.00 in the aggregate on or after December 15, 2018;
- (c) Not to exceed \$2,500,000.00 in the aggregate on or after February 15, 2019;
- (d) Not to exceed \$3,500,000.00 in the aggregate on or after April 15, 2019; and
- (e) Not to exceed \$4,000,000.00 in the aggregate on or after June 15, 2019.

No later than 45 days following a disbursement for unpaid invoices, Orlando Ballet shall provide the County with evidence of payment demonstrating that any such invoice was paid.

6. Orlando Ballet Representations and Obligations. Orlando Ballet has represented that it has received a determination from the Internal Revenue Service that it meets the requirement of Section 501(c)(3) of the Internal Revenue Code and hereby represents that it is in material compliance with the terms of such determination. Orlando Ballet shall (i) maintain its 501(c)(3) status during the term of this Agreement; (ii) diligently proceed with the design and construction of the Auditorium in a financially responsible and commercially reasonable manner; (iii) use the Auditorium as described in The Grant Application; and (iv) shall comply with all federal, state, and local laws, ordinances, rules and regulations relating to the design, construction, funding, operation and maintenance of the Auditorium.

7. Orlando Ballet Audit. The County and the Comptroller (or designee) shall have the right to audit from time to time for compliance with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement, the use of the County Contribution for the design and construction of the Auditorium. Such right shall extend for a period of five (5) years after completion of the Auditorium. Orlando Ballet agrees to provide reasonable assistance in providing documents, materials, data, information and records to the County and the Comptroller or designee in the performance of these audits as requested by the Comptroller or County during the course of this contract and for a period of five (5) years after the final payment hereunder. In those situations where records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), the Comptroller's representatives shall be provided with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats. Such activity shall be conducted during normal business hours.

8. Notices. Any notices required or allowed hereunder shall be in writing and given by certified mail with return receipt requested, to the addresses below, or in person with proof of

delivery to the addresses below, or such other address as either party shall have specified by written notice to the other party delivered in accordance herewith:

County: Orange County Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

Orlando Ballet: Orlando Ballet, Inc.
3751 Maguire Blvd., Ste. 111
Orlando, FL 32803
Attention: Shane Jewell, Executive Director

Comptroller: Orange County Comptroller
Director of Finance & Accounting
201 S. Rosalind Avenue, 4th Floor
Orlando, Florida 32801

9. Indemnification. Orlando Ballet agrees to defend, indemnify, and hold harmless the County, its officials and employees from all claims, actions, losses, suits and judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions or those of its officials and employees acting within their scope of their employment or connected in any way or arising from performance under this Agreement. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party. This provision shall survive termination of this Agreement.

10. Budget and Reporting Requirements. As a condition of receiving funds pursuant to this Agreement, Orlando Ballet acknowledges and agrees to comply with its reporting obligations and to timely provide the following to the Comptroller and County Administrator, at their respective notice addresses listed in Section 8 hereof:

- (i) audited financial statements of Orlando Ballet within 60 days of completion of its audit, and such audit shall be completed within 180 days of the close of Orlando Ballet's fiscal year;
- (ii) Orlando Ballet's IRS Form-990 filing with the Internal Revenue Service, to be submitted at the time of submission to the IRS; and
- (iii) after completion of the Auditorium, periodic program reports regarding the attendance at the Auditorium, the economic impact generated by the Auditorium, and the source of that information.

At the County's or Tourist Development Council's discretion, Orlando Ballet shall provide a presentation or presentations regarding the Auditorium as may be requested by the Tourist Development Council or the County.

11. Recordkeeping; Accounting. Orlando Ballet will utilize accounting procedures and practices in the maintenance of the records of receipts and disbursements of the funds contributed by the County, as well as all its receipts and disbursement of funds, and such procedures and practices shall be in accordance with generally accepted accounting principles. All such records shall be open to inspection and auditing by the County, the County's designee,

or the County Comptroller during normal business hours during the term hereof, and for a period of five (5) years after completion of the Auditorium or the termination of this Agreement whichever shall occur later. Any cost incurred by Orlando Ballet as a result of a County audit shall be the sole responsibility of and shall be borne by Orlando Ballet. In addition, should Orlando Ballet provide any or all of the County's funds to sub-recipients, then and in that event Orlando Ballet shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee for the term of the contract and for a period of five (5) years after the term of such contract. This provision shall survive termination of this Agreement.

12. Term; Termination. This Agreement shall become effective upon execution by both parties hereto and shall continue for a period of five years following completion of the Auditorium. This Agreement may be amended, modified or terminated at any time during the term of this Agreement by the mutual written agreement of the Parties.

13. Default by Orlando Ballet. The occurrence of any of the following constitutes an Event of Default by Orlando Ballet:

- (a) Orlando Ballet's failure to complete construction of the Auditorium within three years from the date of this Agreement;
- (b) Any material representation is made by Orlando Ballet in any communication submitted to the County in an effort to induce the disbursement of Excess TDT Revenues is determined by the County to be materially false, misleading, or incorrect;
- (c) Orlando Ballet's default in the performance of any material term or covenant of this Agreement not otherwise provided for in this section for a period of more than 30 days after its receipt of a notice of default provided however that if the nature of the default is such that it cannot reasonably be cured within such 30-day period then Orlando Ballet shall have a reasonable period of time to cure such default provided that it diligently undertakes and pursues such cure;
- (d) The dissolution of Orlando Ballet;
- (e) If (i) a petition is filed by Orlando Ballet seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, or (ii) a petition is filed against Orlando Ballet, which is not dismissed within 60 days after filing, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, or (iii) Orlando Ballet seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all of the rent, revenues, issues, earnings, profits or income of any part of the Auditorium, or (iv) Orlando Ballet makes any general assignment for the benefit of creditors, or (v) Orlando Ballet is Insolvent (as defined herein); or (vi) any trustee, receiver or liquidator of Orlando Ballet is appointed who is not discharged within 60 days after its appointment. For purposes of this paragraph, a person or entity shall be deemed to be "Insolvent" if they are unable to pay their debts as they become due

and/or if the fair market value of their assets does not exceed their aggregate liabilities;

(f) The loss of Orlando Ballet's status under Section 501(c)(3) of the Internal Revenue Code for a period of more than 30 days after its receipt of a notice of default provided that if it is not commercially reasonable to reinstate such status within such 30-day period then Orlando Ballet shall have a commercially reasonable period of time to cure such default provided that it diligently undertakes and pursues such cure;

(g) Orlando Ballet's vacating or abandoning the Auditorium.

In the event of a default by Orlando Ballet, the County, may, at its option, exercise any one or more of the following remedies: (i) declare this Agreement terminated or (ii) exercise any and all remedies available at law and in equity.

14. Default by the County. The following shall constitute a default by the County: the County's continued default in the performance of a material term of this Agreement including but not limited to its obligations for disbursement of the County Contribution in accordance with the requirements of this Agreement for a period of more than 30 days from its receipt of written notice of such default from Orlando Ballet. In the event of a default by the County, then Orlando Ballet, at its option, may exercise any one or more of the following remedies: (i) declare this Agreement terminated; or exercise the remedy of mandamus to require the County's performance under the terms and conditions of this Agreement and/or an action for specific performance. Orlando Ballet hereby acknowledges and agrees that the only remedies available to Orlando Ballet other than termination are those of mandamus and specific performance and the County shall bear no liability for direct, indirect or consequential damages.

15. 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.

16. No Assignment. Orlando Ballet may not assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.

17. 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.

18. 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.

19. 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.

20. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

21. Counterparts. This Agreement may be executed in separate counterparts, all of which taken together shall be deemed to constitute one and the same instrument.

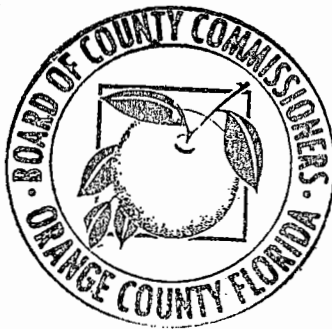
IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 11.2.18



ATTEST:

Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Smet*
Deputy Clerk

(SEAL)

JMK
10/15/18

ORLANDO BALLET INC.

By: [Signature]

Its: PRESIDENT

Date: 15 OCTOBER 2018

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY, that on this 15 day of October, 2018, before me personally appeared Jonathan Ledden, President of Orlando Ballet, Inc., to me known to be, or who has produced _____ as identification, and did (did not) take an oath, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized, and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

Witness my hand and official seal this 15 day of October, 2018.

(Notary Seal)

[Signature]
Notary Signature

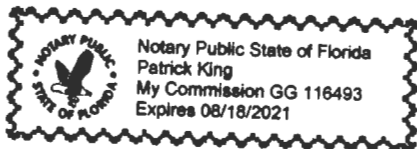


EXHIBIT "A"

ATTACHED SEPARATELY

**Orange County Tourist Development Tax Grant Application dated August 15, 2018" (the
"Grant Application")**

gry
10/15/16

EXHIBIT "B"

**FORM OF DESIGN AND CONSTRUCTION COST REQUISITION
AUDITORIUM IN HARRIET'S ORLANDO BALLET CENTRE**

Date: _____

TO: Orange County Administrator
Orange County Comptroller

Orlando Ballet, Inc. hereby requests, pursuant to the Agreement between Orange County, Florida and Orlando Ballet, Inc. regarding the construction and design of the Auditorium in Harriet's Orlando Ballet Centre dated _____, 2018 (the "Agreement"), disbursement of the following amounts:

Name of Vendor	Nature of Disbursement	Vendor Invoice No.	Amount
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The undersigned does hereby certify to the County that as of the date hereof: 1) there is no existing breach of the Agreement; 2) the above listed items are properly included as authorized design and construction costs of the Auditorium as set forth in the Agreement; 3) attached hereto are invoices for the costs requested hereby 4) that the inspecting architect or engineer has made an inspection of and approved the work completed as represented in this requisition; 5) all work being designed and constructed is in accordance with land use restriction agreements, covenants, restrictions, codes or ordinances affecting the site of the Auditorium; 6) the work for which payment is being requested above has been performed and there has been no previous request and disbursement from TDT Revenues for payment of the work.

By: _____
Orlando Ballet Inc. Authorized Representative



ORLANDO BALLET

ROBERT HILL | ARTISTIC DIRECTOR



Orange County Tourist Development Tax Grant Application

Auditorium in Harriett's Orlando Ballet Centre

AUGUST 15, 2018

Handwritten signature and date:
8/15/18

Orlando Ballet TDT Grant Application

August 15, 2018

Executive Summary

Orlando Ballet respectfully requests support of \$4,000,000 through the TDT Grant Application process for the completion of the Auditorium portion of Harriett's Orlando Ballet Centre. This facility will be built at 610 N. Lake Formosa Drive and is part of the Loch Haven Cultural Park. The park with its combined presence of visual and performing arts venues, together with the Orlando Science Center, creates a cultural focal point for the community. It is also a significant indicator of the commitment to quality of life as a top priority of our citizens and local government leaders.

The presence of a thriving arts community is documented as a primary factor of consideration for prospective high wage earners and cultural tourists with disposable income. In addition to spending by organizations, the nonprofit arts and culture industry leverages event-related spending by its audiences. When attending a cultural event, attendees often eat dinner in local restaurants, pay for parking, buy gifts and souvenirs, and pay a babysitter. What's more, attendees from out of town often stay overnight in a local hotel. Serving as an economic driver, the annual economic impact of Orlando Ballet and its audiences is \$8.9 million, including local government revenue of \$400,000, and supports 274 full-time equivalent jobs (from the Arts & Economic Prosperity Calculator).

The intention to make such an investment through this funding pool has been a topic of significant local interest for several years and has been publicly documented in a recent letter of support from Mayor Jacobs on behalf of Orange County. Additional letters of support are included in the application attachments.

Tourism Expansion:

Orlando Ballet is proactively working to become positioned as an active driver for tourism expansion. Meetings with the Central Florida Hotel and Lodging Association and I-Drive District have been undertaken to gain greater understanding of the expectations of the tourism industry for cultural tourism and to explore all available partnership opportunities.

Upon completion, the Auditorium will provide a built for purpose environment suitable for delivering high quality dance performances, lecture – demonstrations, choreography workshops, choreography competitions and master classes that will support Orlando Ballet, which is the only professional resident dance company in Central Florida delivering a full season of main stage productions. The venue will also attract patrons, students and artists to downtown Orlando. In anticipation of the ability to present such events in its own facility, which will supplement the existing annual season productions presented at the Dr. Phillips Center for the Performing Arts, Orlando Ballet has begun to invest in marketing directly to European tourists and is continuing to increase investment in marketing to the national and international dance community.

Orlando Ballet has existing marketing and client entertainment relationships, which continue to grow, with Visit Orlando, Orlando International Airport, I-Drive District, The Mall at Millenia, Booking.com and more. Media buys are being shifted from more traditional products to digital outlets with out of market reach far outside of Florida. Results of this strategy are yielding significant results with overall audience growth of 38% when comparing the past two seasons.

In addition to partnerships developed with restaurants for performance night dining, Orlando Ballet has developed a direct partnership with the Comfort Suites Downtown Orlando for housing groups of guest teachers during the annual Summer Intensive program, and regularly books rooms for guest artists and visiting teachers at the Grand Bohemian Hotel. Preferred rates for Orlando Ballet event attendees have been established at the numerous hotels in Downtown Orlando. The General Manager of the Waldorf Astoria Orlando recently joined the Board of Directors and discussions are underway for the development of packages including show tickets for guests of that resort.

The ability to properly track and report cultural tourism and all relevant attendance data is a significant priority for Orlando Ballet. Resources have been secured that will allow for the participation in a locally based, performing arts sales and customer relationship management consortium. Consortium members include the Dr. Phillips Center for the Performing Arts and the Orlando Philharmonic Orchestra. With so much room for growth of the cultural tourism audience segment, Orlando Ballet is dedicated to transparent reporting and identifying attendance trends and further acquisition strategies.

Project Soundness:

Orlando Ballet is shovel ready and all required due diligence, approvals and required permitting processes are well underway with significant participation by representatives of multiple departments of the City of Orlando. In addition to regulatory requirements, two public meetings have been held for residents and businesses to present plans and allow for questions or concerns to be addressed. A groundbreaking ceremony is planned for October 2018 and the overall timeline for the project includes demolition during September 2018 with construction commencing in October and completion projected to be September 2019.

The project architect is Rob Schaffer of RSVP Design Studio. The design of the project incorporates energy efficient, high quality materials with projected usable life of 60 plus years, minimizing environmental impact and operating costs.

Plans include a resident facilities manager to oversee ongoing maintenance and external use by community members. Orlando Ballet will include funds for a maintenance reserve as part of the capital campaign for the overall project. Beginning with its 2018-19 operating budget, Orlando Ballet plans to annually increase its allocation toward regular facility care and maintenance. Once operating within the new facility, the Ballet anticipates some cost savings relating to rent and operating expenses it is currently incurring at its multiple locations. Savings in these areas will revert to maintenance funds.

Orlando Ballet's project team is uniquely positioned to ensure the success of this project. Serving as Chair of the Building Committee, Sibille Hart Pritchard (also Chair of Orlando Ballet's Board of Directors) has extensive experience in development projects including the Plaza International on International Drive and the Waldorf Astoria. She currently serves as the Chairman of the I-Drive Improvement District and served on the five person-oversight Committee for the construction of the second phase of the Orange County Convention Center. Jonathan Ledden, President of Orlando Ballet's Board of Directors, has experience overseeing similar projects for BalletMet in Columbus Ohio (35,000 square feet) and Hubbard Street Dance Company in Chicago (55,000 square feet). Building Committee members Alan Ginsburg and Marc Hagle have extensive experience in both commercial and residential development.

The budget for this project is \$5,822,392 and has been developed based on estimates from Lamm & Company Partners who will be serving as the construction contractor for this project. This is part of a total \$12 million budget for the construction of the entire Harriett's Orlando Ballet Centre, of which Orlando Ballet has secured two-thirds of the funding required (\$8 million of the \$12 million total). This includes private support from philanthropist Harriett Lake and previously awarded funding from the Orange County Arts & Cultural Affairs Cultural Facilities fiscal year 2018 funding program. In-kind support for a portion of initial contractor's fees, demolition costs and temporary rehearsal space for the company during construction have also been secured. The \$4 million requested through this application will be utilized specifically for construction and other TDT permissible expenses relating to the Auditorium portion of this facility.

Anticipated Return on Investment:

The Auditorium at Harriett's Orlando Ballet Centre represents a paradigm shift for Central Florida in terms of available performance venues for dance and other performing arts. Located on the north side of Lake Formosa, the site will solidify the Loch Haven Cultural Park and round out offerings that will soon be accompanied by an expanded Mennello Museum of American Art, Orlando Science Center and Orlando Repertory Theatre. Located centrally for Downtown Orlando and Winter Park and near residential areas drawing high wage earners, the venue will be part of a fully developed cultural community.

A thriving arts community significantly impacts perceived quality of life and is a priority for the Orlando Economic Partnership (OEP) with an entire page of its website devoted to Arts & Culture. Listing the cultural assets of the community, the OEP cites "The artistic director of the Orlando Ballet, Robert Hill, is internationally renowned in ballet circles."

The project is anticipated to provide 70 plus construction related jobs through completion and 80 opportunities for on-going employment once open. Nearby shops and businesses will benefit from the patronage of the staff, guests, ticket buyers, school parents and students frequenting the venue on a regular basis. Locally based catering and event planning organizations will have increased opportunity through increased Orlando Ballet events and external events hosted on site. Contracts for landscape maintenance and other upkeep more appropriate for outside firms will become available. Dancer contracts currently run for 32 weeks per year. With additional performance opportunities, goals include expansion of these contracts to 36 weeks or more, moving Orlando Ballet Company members to greater parity with other regional dance companies throughout the nation.

Visitor spending during current Orlando Ballet performances is substantial with sixty percent of survey respondents reporting spending for dining out and approximately five percent spending on lodging for any given show. These figures are projected to increase with continuous access to a performance appropriate auditorium which can accommodate private performances for corporate meetings, fundraising events, etc. in addition to those scheduled for general audiences.

Current economic impact projections are based upon an annual operating budget of \$6 million. The five-year projection for annual operating budget size is \$9 million which would boost the annual economic impact of Orlando Ballet and its audiences to \$13.5 million.

Section 1 PRELIMINARY INFORMATION	
Company/Organization	Orlando Ballet Inc.
Address	3751 Maguire Blvd., Suite 111
City	Orlando
State	FL
Zip Code	32803
E-mail Address	kfabian@orlandoballet.org
Authorized Agent Name	None
Authorized Agent Title	N/A
Contact Person Name	Katherine Fabian
Contact Person Title	Managing Director
Work Phone	() 407-418-9811
Home Phone/Cell Phone	() FAX () 407-757-2451
Venue/Project Website	www. orlandoballet.org
Do any employees of your organization work in any capacity for Orange County government? (Any unresolved conflict of interest or conflict not reported in advance may result in termination of contract). Learn more about ethics at http://www.ethics.state.fl.us/ and at http://www.orangecountyfl.net/Portals/0/resource%20library/vendor%20services/Vendor%20Ethics%20Policy.pdf . Learn about the County lobbying ordinance at: http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCo unty.aspx	No

Section 2 VENUE / PROJECT INFORMATION	
Venue/Project Name	Auditorium (part of Harriett's Orlando Ballet Centre)
Venue /Project Location (Must be in Orange County), and Project's Orange County District # ⁵ & Commissioner's Name <small>Emily Bonilla</small>	610 N. Lake Formosa Dr. Orlando, FL 32803
Sponsoring Organization/Name	Orlando Ballet, Inc.
Venue /Project Description Please confirm you have carefully read the "TDT Application (Capital Projects and Venues) Additional Information and Clarifications" (Attachments A to F) included at the end of this application.	<input checked="" type="checkbox"/> Yes, applicant confirms they carefully read the "TDT Application (Capital Projects and Venues) Additional Information and Clarifications" (Attachments A to F) included at the end of this application.

<p><i>Information and Clarifications</i> (Attachments A to F) included at the end of this application. Please, at a minimum, include in the project description:</p> <p>a) Who owns the facility? b) Who owns the land? c) Is the land use approved? d) If it is leased to the applicant (how long is the lease term/remaining term of lease)? e) What is the status of site work required? f) Are you consulting a real estate lawyer? g) Purpose: <input type="checkbox"/> Acquisition <input checked="" type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Equipping h) Age of the building referenced in the application (new construction up to historic facility), i) Are there any special approvals needed (historical, environmental, governmental, etc.)? j) Are there any third-party contingencies? k) Describe the professional team of architects, engineers, owner's reps, construction firms, etc. you have working on the project? l) Does the project have a feasibility study to submit? m) Describe the status of the required permitting, design work and plans, and any construction work already performed. n) Provide construction timeline and milestones. o) Describe the project funding contingency, available financial reserves, and insurance protections (see Attachment E). p) Please provide an operating pro forma for the next five years of project operation (following construction or renovation project completion) to show how the facility operations will be funded, and the funding of renovation and maintenance costs of the facility.</p>	<p>For more details, please see the Venue/Project Information narrative beginning on page 1 of Attachment A.</p> <p>a) The City of Orlando b) The City of Orlando c) Yes d) 95 years e) Please see the Status of Plans/Approvals section in the Venue/Project Information narrative beginning on page 3 of Attachment A. f) Yes g) New Construction & Equipping h) Existing facility to be demolished is 60 years old. i) Yes, please see the Status of Plans/Approvals section in the Venue/Project Information narrative beginning on page 3 of Attachment A. j) No k) Please see the Project Team section in the Venue/Project Information narrative beginning on page 3 of Attachment A. l) Please see the Feasibility Study section in the Venue/Project Information narrative beginning on page 5 of Attachment A. m) Please see the Design, Permitting, and Construction Timeline section in the Venue/Project Information narrative beginning on page 5 of Attachment A. n) Please see the Design, Permitting, and Construction Timeline section in the Venue/Project Information narrative beginning on page 5 of Attachment A. o) Please see the Project Funding section in the Venue/Project Information narrative beginning on page 6 of Attachment A. p) Please see 5 Year Operating Forecast Budget in Attachment M</p>
<p>Project Start Date (MM/DD/YY)</p>	<p>4/4/2018; Demo Start: 9/4/18; Construction Start: 10/1/18</p>
<p>Project Completion Date (MM/DD/YY)</p>	<p>8/31/2019</p>

Is this a non-profit organization?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Tax Code Status	501(c)(3)
Is this organization tax exempt?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
What is your Federal ID# as it appears on Form W-9?	23-7427817
If you believe that any potential patrons would be exempt from paying hotel occupancy tax, please explain.	N/A
THIS SECTION TO BE COMPLETED BY COUNTY STAFF Category (please check one)	<input type="checkbox"/> Major Sports Professional Sporting Facility <input type="checkbox"/> Non- Major Sports or Amateur Sports Facility <input type="checkbox"/> Special Event Facility <input type="checkbox"/> Music/Arts Event Facility <input type="checkbox"/> Other Facility (Please Explain)
<p>If the facility will have primary tenants or entertainment series affiliations, please describe the tenant and secondary tenant information:</p> <p>Primary Tenant Information Please provide the below estimated figures for the primary venue tenant:</p> <p>Name(s) of Tenant(s):</p> <p>Contact Information/Website(s)</p> <p>Number of Annual Event(s):</p> <p>Projected Avg. Event Attendance:</p> <p>Projected Room Nights Per primary group event(s):</p> <p>Please attach a calendar of finalized/potential events</p> <p>Please provide room night and attendance calculation methodologies and confirmation in the form of surveys, audits, room contracts or receipts, ticket sales or other projection methods.</p>	<p>Orlando Ballet</p> <hr/> <p>www.orlandoballet.org</p> <hr/> <p>30 plus ongoing rehearsals</p> <hr/> <p>5700</p> <hr/> <p>65</p> <hr/> <p>Please see Primary Tenant Information in the Venue/Project Information narrative beginning on page 6 of Attachment A.</p>

<p><u>Secondary Tenant #1 Information</u> Please provide the below estimated figures for a secondary venue tenant:</p> <p>Name of Tenant:</p> <p>Contact Information/Website</p> <p>Number of Annual Events:</p> <p>Projected Avg. Event Attendance:</p> <p>Projected Room Nights Per Event:</p> <p>Please attach a calendar of finalized/potential events</p> <p>(Please provide room night and attendance calculation methodologies and confirmation in the form of surveys, audits, room contracts or receipts, ticket sales or other projection methods.</p>	<p>Orlando Ballet School</p> <p>www.orlandoballet.org</p> <p>12 plus ongoing classes/rehearsals</p> <p>3200</p> <p>535</p> <p>Please see Secondary Tenant Information in the Venue/Project Information narrative beginning on page 7 of Attachment A.</p>
<p><u>Secondary Tenant #2 Information</u> Please provide the below estimated figures for a secondary venue tenant:</p> <p>Name of Tenant:</p> <p>Contact Information/Website</p> <p>Number of Annual Events:</p> <p>Projected Avg. Event Attendance:</p> <p>Projected Room Nights Per Event:</p> <p>Please attach a calendar of finalized/potential events</p> <p>Please provide room night and attendance calculation methodologies and confirmation in the form of surveys, audits, room contracts or receipts, ticket sales or other projection methods.</p>	<p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>
<p>If expected major events in the facility are known or under contract, please provide the information below:</p> <p>Major Event #1 Information</p>	

<p>Please provide the below estimated figures for a major venue event:</p> <p>Name of Tenant:</p> <p>Contact Information/Website</p> <p>Number of Annual Events:</p> <p>Projected Avg. Event Attendance:</p> <p>Projected Room Nights Per Event:</p> <p>Please provide room night and attendance calculation methodologies and confirmation in the form of surveys, audits, room contracts or receipts, ticket sales or other projection methods.</p>	<p>Orlando Ballet</p> <p>www.orlandoballet.org</p> <p>1</p> <p>800</p> <p>25</p> <p>Please see Major Event #1 Information in the Venue/Project Information narrative beginning on page 8 of Attachment A.</p>
<p>Major Event #2 Information Please provide the below estimated figures for a major venue event:</p> <p>Name of Tenant:</p> <p>Contact Information/Website</p> <p>Number of Annual Events:</p> <p>Projected Avg. Event Attendance:</p> <p>Projected Room Nights Per Event:</p> <p>Please provide room night and attendance calculation methodologies and confirmation in the form of surveys, audits, room contracts or receipts, ticket sales or other projection methods.</p>	<p>Orlando Ballet School</p> <p>www.orlandoballet.org</p> <p>6</p> <p>1090</p> <p>510</p> <p>Please see Major Event #2 Information in the Venue/Project Information narrative beginning on page 8 of Attachment A.</p>
<p>What are the target audiences for the facility?</p>	<p>Please see the Target Audiences section in the Venue/Project</p>
	<p>Information narrative beginning on page 10 of Attachment A.</p>
<p>Do contracts include hotel room night rebates? If yes, amount of rebate per room night.</p>	<p><input type="checkbox"/> YES \$ <input checked="" type="checkbox"/> NO <input type="checkbox"/> NOT SURE</p>
<p>How many annual room nights do you <u>project</u> this venue/project will bring to Orange County?</p>	<p>Please see the Projected Room Nights section in the Venue/Project Information narrative beginning on page 10 of Attachment A.</p>
<p>How many annual room nights do you <u>guarantee</u> this venue/project to bring to Orange County?</p>	<p>Please see the Projected Room Nights Information in the Venue/Project Information narrative beginning on page 10 of Attachment A.</p>

What is the projected Cost Per Acquisition of Each Event at this facility?	
Expected Event Attendee Origin (Local, Non-Local In-State / Out of State) Percentage "Local" defined as Florida Counties: Orange, Osceola, Lake, Polk, Brevard	In-State: <u>6.25</u> % Non-Local In-State Out of State: <u>4.15</u> % Please see the Expected Event Attendee Origin section of the Venue/Project Information narrative beginning on page 10 of Attachment A.
How do you intend to provide a valid estimated count of attendance and room nights for each event at this venue?	Please see the Event Attendance & Room Night Estimate Methodologies section in the Venue/Project Information narrative beginning on page 11 of Attachment A.
Total amount of grant funding being requested from the County TDT for this project? Please also provide the timing of the funding needed during the project timeline. Total Project Amount \$ <u>5,220,010</u> (Indicate if this is part of a larger, multi-phase project, and total of entire project \$ <u>12,000,000</u>)	\$ \$4,000,000 is being requested for construction related costs and other TDT permissible expenses for the Auditorium portion of Harriett's Orlando Ballet Centre.
For two phases: 1) Construction phase, and 2) Operating phase Number of full-time and part time jobs to be created from project	Full-Time: Construction <u>30</u> Operating <u>55</u> Part-Time: Construction <u>40</u> Operating <u>25</u>
Intended Use of Funds (Please see attached "TDT Grant Policies and Procedures" form) Note: Please remember to attach itemized expenditures to be funded by this grant. Attach a complete pro forma budget for the project including a listing of all anticipated funding sources and expenditures. Will you be partnering for promotion with Visit Orlando or another local agency or group?	\$ 250,000: Professional Services (architectural/design, engineering, etc.) \$ 3,400,000: Construction-related costs \$ 350,000: Specialty equipment (bleachers, projection equipment, theatrical lighting, etc.) Please see Attachment C for full project budget.
List <u>ALL</u> other <u>actual</u> or <u>potential</u> city/county/state/federal funding sources for this project including: Visit Orlando Visit Florida Central FL Sports Commission Parks & Recreation Department, Department of Cultural Affairs, Orange County Cultural Tourism Etc. <u>Failure to disclose other funding sources may result in denying future TDT funding of facility/venue projects.</u>	Secured funding from government sources: \$500,000: Orange County Arts & Cultural Advisory Council's Cultural Facilities Grant Program Please see Attachment C for full project budget.



List all other non-governmental contributors, sponsors, and sources of funding for this project other than the TDT from Orange County. <u>Failure to disclose other funding sources may result in denying future TDT funding of facility/venue projects.</u>	Harriett Lake: \$7,455,401 total funding Received to date: \$2,455,401 Secured pledge: \$5,000,000 to be dispersed between September 18, 2018 and February 18, 2019
What additional sources of funding have you sought or do you intend to seek outside of those listed above? <u>Failure to disclose other funding sources may result in denying future TDT funding of facility/venue projects.</u>	Additional funding from private sources will be sought for a Building Operating Reserve Fund through a capital campaign.
If applicable, list past Florida TDT funding (to include each year with Florida County, amount requested, amount granted, amount spent, and purpose).	2018 Orange County Arts & Cultural Advisory Council's Cultural Facilities Grant Program: \$500,000 requested and awarded, \$0 spent

Section 3 PROJECT MARKETING AND ECONOMIC IMPACT DETAILS	
What are your marketing and advertising plans (local, regional, national, and/or international)? (Please see attachment F) Will you be partnering for promotion with Visit Orlando or another local agency or group?	Please see the Marketing & Advertising Plans section of the Project Marketing and Economic Impact Details narrative beginning on page 12 of Attachment A.
Please provide a description of Security Plans after the facility opens (including anticipated cost) as it relates to the need for private security or public/law enforcement availability	Please see the Security Plans section of the Project Marketing and Economic Impact Details narrative beginning on page 13 of Attachment A.
Annual Economic Impact for Orange County	\$ Please see the Annual Economic Impact section of the Project Marketing

and Economic Impact Details narrative beginning on page 13 of Attachment A.

Section 4 PROJECT BUDGET RECAP	
Applicants can use other forms of Budget they may already have from accredited sources, so long as the information below is provided at a minimum	
Tourist Development Tax Funding Request	\$ Please see Attachment C for full project budget
Contributors, sponsors and other funding sources (include in-kind)	\$
	\$



<u>Failure to disclose other funding may result in denying future TDT funding of facility/venue projects.</u>		\$
		\$
		\$
		\$
		\$
TOTAL CONTRIBUTOR/SPONSOR FUNDS	\$ Please see Attachment C for full project budget	
Other income sources (i.e. capitalized ticket surcharges, seat license fees, naming rights, pouring rights, advertising revenues)	Room Night Rebates	\$
		\$
		\$
		\$
		\$
		\$
TOTAL OTHER INCOME	\$ Please see Attachment C for full project budget	
TOTAL INCOME	\$ Please see Attachment C for full project budget	

Section 5 EXPENSES		
Applicants can use other forms of Budget they may already have from accredited sources, so long as the information below is provided at a minimum		
Please list ALL project expenses and indicate which items will utilize TDT funds (Please attach any additional expenses)		= \$
		= \$
		= \$
		= \$
		= \$
		= \$
TOTAL EXPENSES	\$ Please see Attachment C for full project budget	

Section 6
CERTIFICATIONS

I have reviewed this GRANT APPLICATION hereby submitted to Orange County. I am in full agreement with the information contained in this submitted application and its submitted attachments as accurate and complete. I further acknowledge my understanding that the County in making a capital grant does not assume any liability or responsibility for the ultimate viability, suitability or financial profitability of the project for which the grant is awarded. The County, unless otherwise specifically stated, is only a financial contributor to the project and not a promoter or co-sponsor, and will not guarantee or be responsible or liable for any debts or financial liability incurred for or arising from such project. All third parties are hereby put on notice that the County will not be responsible for payment of any costs or debts for the project that are not paid by the grant applicant.

I understand the above guidelines and agree to comply with them. I understand full receipt of grant funding is based upon the organization's compliance with all regulations.

Authorized Agent Katherine Fabian

Title Managing Director

Katherine Fabian

Authorized Agent Signature



LIST OF ATTACHMENTS

- A. Narrative Responses (13 pages)
- B. Project Renderings & Plan (3 pages)
- C. Project Budget (1 page)
- D. Budget Certification from General Contractor (1 page)
- E. Letters of Support from I-Drive Business Improvement District & Greater Orlando Aviation Authority (2 pages)
- F. Letter from Mayor Teresa Jacobs (2 pages)
- G. Orlando Sentinel article highlighting Harriett Lake's \$5 Million Pledge (4 pages)
- H. Public Meeting Invitations (2 pages)
- I. Articles of Incorporation & Amendments (12 page)
- J. IRS Tax Exemption Letter (2 pages)
- K. Orlando Ballet Board and Senior Staff List (1 page)
- L. Sample of Promotional Materials (10 pages)
- M. Five-Year Operating Forecast Budget (1 page)



ATTACHMENT A NARRATIVE RESPONSES

Section 2: Venue/Project Information

Project Name: Auditorium (part of Harriett's Orlando Ballet Centre)

Project Location: 610 N. Lake Formosa Drive, Orlando, FL 32803

Sponsoring Organization: Orlando Ballet, Inc.

Project Description:

This project will allow Orlando Ballet to carry out its operations in a newly constructed and equipped 17,630 square foot section of a larger facility (37,083 square feet). This space will be efficiently designed, featuring a large Auditorium which will be a multi-purpose venue for smaller performances with an audience size of 100-250. This auditorium will be utilized by Orlando Ballet's professional company and school as well as other performance groups and will feature specialized dance flooring, lighting and audio systems, and seating for performances. Additionally, the space will be able to accommodate meetings and conferences by community organizations and other private events with banquet seating for up to 450. The Auditorium will have a moveable partition allowing it to be divided into two smaller rooms that can serve as more intimate performance spaces or meeting locations. When not utilized as an event space, it may be divided into two large rehearsal studios that will be the same size as the stage at the Dr. Phillips Center for the Performing Arts, the company's primary performance home.

This project will also include adjacent public areas supporting the Auditorium including the lobby, box office, catering kitchen, dressing rooms, and public restrooms. The construction of the full 37,083 square foot facility at this site (the larger project of which this proposed project is a part) will allow for the relocation of the main school campus and administrative offices into the same facility—providing much needed efficiency for the organization's operations.

In May 2018, this project was approved and granted funding from Tourist Development Tax dollars through the Orange County Arts & Cultural Affairs Cultural Facilities Funding Program.

The project architect has taken an environmentally-conscious design approach placing significant focus upon energy efficiency, sustainability, and optimal use of natural light. When possible, materials are specified to maximize the useful life of the facility (projected to be 60 years or more) and minimize maintenance.

Background:

In August 2013, Orlando Ballet had to unexpectedly vacate its 40,000 square foot home at the former Dr. Phillips Center for Performing Arts on Lake Ivanhoe due to environmental concerns. This former OUC water plant provided a small performance/event venue, rehearsal space for the professional company, five studios for the Orlando Ballet School, administrative staff offices, and significant spaces for costume tailoring and production support. A ballet company and school have unique needs as dancers require high ceilings, special flooring, and a large amount of open space. As this is difficult to find in one location on short notice, upon leaving this home of over 20 years, the organization scattered into five different facilities to meet its immediate needs. This separation has caused a strain on



operations and consolidating as much of its operations as possible into one facility will provide more efficiency for the organization and help it to better achieve its mission.

Recognizing the cultural and economic value of Orlando Ballet and its need for a permanent home, the City of Orlando worked with the organization to identify a new home at the Loch Haven Neighborhood Center in 2014. Orlando Ballet was extended a 50-year lease with renewal periods for up to 99 consecutive years and the City of Orlando will retain ownership of the land and the new facility, once completed. At present, 95 years of the total allowable lease period remain.

Since 2014, Orlando Ballet has used the existing 11,485 square foot facility primarily as a rehearsal venue for its professional company. It was also used to present small performances, open rehearsals, and as auxiliary space for the Orlando Ballet School's Summer Intensive Program. Additionally, the space was often rented for community and private events including the Orlando Pottery Festival, small dance and orchestral performances, weddings, high school reunions, fundraising events, neighborhood meetings, and many other types of events. The existing structure is not large enough to accommodate the needs of Orlando Ballet and is not functionally equipped for modern technology, having been left largely unrestored for several years.

Project Need:

This facility will not replace Orlando Ballet's use of the Dr. Phillips Center for the Performing Arts (DPC) for the presentation of its mainstage production season. While DPC is the primary performance home for Orlando Ballet, the facility unfortunately does not include rehearsal space for the company. Additionally, it is not the Ballet's intention that this facility would replace satellite performance relationships that it has developed with other venues in Orange County such as the Garden Theatre in Winter Garden and The Abbey in Downtown Orlando. Conversely, it will allow the Ballet an opportunity to expand its offerings and its reach into the community to provide a venue for new programs like open rehearsals, a lecture series, and master classes.

As is true for many industries, the successful production of cultural events depends on the availability of adequate, and sometimes specialized, spaces. This project will also provide a much-needed dance-specific performance venue available to other dance groups as it will have appropriate flooring and ceiling height. Dance groups that have utilized Orlando Ballet's space in the past and expressed interest in future use include The Art of Motion, Voci Dance, and National Dance Day Orlando. Located within Loch Haven Cultural Park, home to the Orlando International Fringe Festival, this facility would be an ideal addition to the festival's list of venues, specifically for dance performances. It will also become a powerful revitalization asset, serving as a hub for citizen gatherings and civic events. Other arts and community groups who have utilized the existing space and would take advantage of the new facility include the Orlando Pottery Festival, Timucua Arts Foundation, Downtown CREDO, Central Florida Artisans Guild, Boone High School, Rotary Club of Downtown Orlando, Morning Star Catholic School and the Down Syndrome Association of Central Florida, to name a few.

Facility/Land Ownership:

The facility and land upon which it sits are owned by the City of Orlando. The existing facility (which will be demolished as part of this project) was originally built in 1958. Orlando Ballet has a 50-year lease to occupy the existing facility and/or any replacement facility in the same location (through 2064) with two



renewal options totaling an additional 49 years (through 2113). Appropriate clearance has also been received via the State of Florida's Division of Historical Resources for this project.

Status of Plans/Approvals:

Architectural plans are complete. Construction documents are currently at 50% complete and are anticipated to be 80% complete by August 20, 2018. Orlando Ballet received conditional use approval from the City of Orlando Municipal Planning Board on July 17, 2018. A pre-permit meeting with the City of Orlando was held on August 8, 2018, and the first set of permit applications will be submitted by August 17, 2018. Approval from the City of Orlando Families, Parks, and Recreation Board is expected on August 21, 2018 (preliminary approval was received on July 17, 2018, but a quorum was not present at that meeting).

Project Team:

- Architect: RSVP Design Studio, LLC
 - Robert Schaeffer, CEO & President: Rob founded Orlando-based RSVP Design Studio in 2017 after working for more than 28 years as a design director in the resort and casino industry. Rob served as the Senior Design Director for Hard Rock International (HRI) for six years, designing over 500 projects during that time, and is currently under contract to lead all master planning efforts for HRI. Rob is a graduate of California Polytechnic State University with over 30 years of experience as a master planner and architectural designer.
- Construction Contractor: Lamm & Company Partners
 - David Lamm, CEO: David is primarily responsible for ensuring that the mission and vision are strictly followed. He brings unprecedented professionalism to the development and construction industry by performing development and construction services with precision, care and integrity. Lamm & Company Partners was founded on the philosophy of continued proactive client service and satisfaction, and David works on developing long-lasting, strong relationships with developers, owners, design professionals and institutions. He leads the 30-member Construction Management, General Contracting, and Development Management firm, with annual revenues of \$40 million and a bonding line of \$25 million. Lamm & Company Partners specializes in institutional, industrial, commercial office, educational, religious and medical facilities ranging in size from a \$50,000 office renovation to \$15 million design/build facilities. David is a graduate Architect from the University of Florida with over 25 years of construction experience and has served as Principal of Lamm & Company Partners, Central Florida's leading build-to-suit contractor, since he founded the company in June 1991.
 - Bill Poston, President: Bill is responsible for the day-to-day management of the firm, with a focus on ensuring the company's resources are effectively aligned with the immediate and long-term needs of the Clients. Bill maintains a wide variety of experience in leading and managing large and small teams towards effectively achieving their goals. His extensive background in all phases of the construction process including fast-track projects, design/build projects, construction management projects, religious facilities and public projects has equipped him with the knowledge to be successful. Bill thoroughly enjoys partnering with Clients early in the design process to establish target cost estimates, and then managing the work in the field in the most



effective manner to ensure that the project goals are met. Bill joined Lamm & Company Partners in 2001 and has served as the President since 2006. Bill is a graduate of North Carolina State University and a registered Professional engineer with over 35 years of construction experience.

- Civil Engineer: MEI Civil, LLC
 - Kevin Herbert, PE: Kevin has over 19 years of experience in the fields of Land Development, Stormwater Management, Eminent Domain, and Accident Reconstruction. Private sector work includes site master planning, design, and environmental permitting for large commercial and residential land development projects. Permitting experience successfully includes such municipalities as City of Jacksonville, Orlando, Altamonte Springs, Gainesville; the Counties of Alachua, Clay, Marion, Orange, Osceola, Seminole; agencies as JEA, CCUA, GRU, OUC; water management districts of SJRWMD, SWFWMD, SFWMD, SRWMD; the FDOT and the ACEO among others. Kevin has a BS in Civil Engineering from the University of Florida, and a BS in Physics from Jacksonville University. He is a member of the Association of Eminent Domain Professionals.
- Landscape Architect: Magley Design
 - Katy Magley, President CEO: Since earning her Landscape Architecture degree at Texas Tech, Katy has spent 25 years as a Landscape Architect, beginning her career at one of the world's most prestigious landscape architecture firms – EDSA – and working on numerous commercial and residential projects throughout Central Florida, as well as the Caribbean and South America. After a brief pause to raise her three boys, she founded Magley Design. Katy really personifies the 'left brain-right brain' combination of artistry and practicality, she has the creativity to design wonderful environments ... but also the knowledge and discipline to ensure that they are installed efficiently, correctly and with specimens that will thrive to fulfill her vision. That's why Disney and other clients have requested her services as project manager.
- Others:
 - Land Surveying: Vanasse Hangen Brustlin, Inc.
 - Geotechnical Engineering: Universal Engineering Sciences
- Building Committee:
 - Sibille Hart Pritchard, Brooksville Development Company: Sibille serves as the Chair of Orlando Ballet's Board of Directors as well as its Building Committee. She has extensive experience in development projects including the Plaza International on International Drive and the Waldorf Astoria. Sibille currently serves as the Chairman of the I-Drive Improvement District and served on the five person-oversight Committee for the construction of the second phase of the Orange County Convention Center.
 - Jonathan Ledden, Private Equity Investor: Jonathan serves as President of Orlando Ballet's Board of Directors as well as on its Building Committee. He is uniquely qualified to oversee the dance component of the project given his past experience as a dance production manager, and service as project manager for similar projects for BalletMet in Columbus Ohio (35,000 square feet) and Hubbard Street Dance Company in Chicago (55,000 square feet).
 - Alan Ginsburg, founder, The CED Companies
 - Marc Hagle, President & CEO, Tricor

Feasibility Study:

Orlando Ballet commissioned Resilient Philanthropy to conduct a Feasibility Study in 2015 to determine its role in the cultural community, donor perceptions and the potential to conduct a capital campaign to finance a new facility. There was favorable response in terms of the perceived need for the project and the tolerance of the community for capital fundraising to support Orlando Ballet, considered an essential performing arts organization. With this evidence, the board decided to do a further study, conducted by Michael Kaiser of the DeVos Institute / Kennedy Center. Ultimately, a long-range business plan was developed. This allowed for growth and stabilization of a board and staff that would be required to support the organization and permanent facility.

Since that time, the majority of the plan set in 2016 has been executed and a longer and updated five-year plan created. The Board has grown in number from 10 to 15 and has highly skilled top leadership in place. Its Chairman, Sibille Pritchard, has significant relationships throughout Orlando and a proven track record of large scale project leadership including the development of the Bonnet Creek Resort Complex. Its President, Jonathan Ledden, has 30 years business experience, including a decade as a production manager in dance and participation in the design and building of two Ballet Company facilities. Its Executive Director, Shane Jewell, has experience with a similar capital project during his tenure at the Oklahoma City Ballet. Orlando Ballet has maintained artistic continuity and is enjoying record attendance.

Design, Permitting, and Construction Timeline:

April 4, 2018: Architect engaged
April 13, 2018: Schematic Designs complete
May 18, 2018: Design Development complete
June 15, 2018: Conceptual Site Plans complete
July 17, 2018: City of Orlando Municipal Planning Board approval received
August 3, 2018: 50% Construction Documents complete
August 8, 2018: Pre-Permit Meeting held with City of Orlando
August 17, 2018: Demolition permit submitted to City of Orlando
August 17, 2018: Grading & Foundation permits submitted to City of Orlando
August 20, 2018: 80% Construction Documents complete
August 29, 2018: Ground Breaking Ceremony
September 4, 2018: Demolition begins
October 1, 2018: Grading and foundation work begins
October 5, 2018: 100% Construction Documents complete
October 2018 (exact date TBD): Groundbreaking Ceremony
November 1, 2018: Core and Shell work begins
November 12, 2018: All permit sets complete
July 26, 2019: Temporary Certificate of Occupancy issued
August 22, 2019: Punch List complete
August 23, 2019: Construction complete
September 3, 2019: Building open
October 4-6, 2019: Grand Opening Celebration

Project Funding:

The budget for Auditorium portion of this capital project is \$5,822,392 (the full capital project cost is budgeted at \$12,000,000, including contingency). The project budget is included in this application as Attachment C. To date, Orlando Ballet has received the following funding/commitments:

Auditorium Only

\$ 500,000: Grant award from the 2018 Orange County Arts & Cultural Affairs Cultural Facilities program

\$1,322,392: Match from Harriett Lake (cash in hand)

\$1,822,392: Total Committed

\$4,000,000: Balance Needed for Auditorium

Overall Project (including Auditorium)

\$2,455,401: Donations previously received from Harriett Lake

\$5,000,000: Pledge from Harriett Lake

\$ 500,000: Grant award from the 2018 Orange County Arts & Cultural Affairs Cultural Facilities program

\$ 44,599: Applicant Cash

\$8,000,000: Total Received or Pledged

\$4,000,000: Balance Needed for Overall Project

If funding for the Auditorium portion of the building is not allocated, Orlando Ballet is prepared to complete the facility in a phased approach, using cash on hand and pledged funds to complete the shell and core of the building along with the school studios and then completing the balance of the building once funding is received.

The overall project for the full facility also received a qualifying score for a \$500,000 grant from the State of Florida's Cultural Facilities program in 2017. Unfortunately, the State Legislature did not allocate any funding to this program for 2018. The application has been deferred and will be eligible for funding in 2019 should the Legislature allocate funding to this program.

Orlando Ballet understands and agrees to have all of the required insurance protections as outlined in Attachment E of the application.

Primary Tenant Information:

Orlando Ballet's professional company will be the primary tenant of the Auditorium. The company will utilize the space as rehearsal space approximately 32 weeks per year, five days per week. These rehearsals will allow the company to prepare for its mainstage performances at the Dr. Phillips Center for the Performing Arts. The company will also utilize the space for smaller showcase performances, open rehearsals, choreographic workshops, lecture series, and other special events. These events will take place on weeknights and on weekends.

A projected schedule of Orlando Ballet events within the venue during the 2019-20 season is below:

- September 2019-April 2020: Company rehearsals
- October 4-6, 2019: Grand Opening Celebration and Gala (approximate attendance: 800) – detailed below as Major Event #1
- October 15, 2019: Lecture Series with guest choreographer (approximate attendance: 150)

- October 18, 2019: Neon Club Dance (approximate attendance: 200)
- November 1, 2019: Neon Club Dance (approximate attendance: 200)
- November 2, 2019: Open rehearsal (approximate attendance: 100)
- November 15, 2019: Neon Club Dance (approximate attendance: 200)
- December 6, 2019: Neon Club Dance (approximate attendance: 200)
- December 7, 2019: Orlando Ballet Social showcase performance (approximate attendance: 100)
- December 20, 2019: Neon Club Dance (approximate attendance: 200)
- January 3, 2019: Neon Club Dance (approximate attendance: 200)
- January 17, 2019: Neon Club Dance (approximate attendance: 200)
- January 25, 2020: Open rehearsal (approximate attendance: 100)
- January 28, 2020: Orlando Ballet Uncorked and 2020-21 Season Announcement (approximate attendance: 200)
- February 1, 2020: Arts for All Day Open rehearsals (approximate attendance: 200)
- February 7, 2020: Neon Club Dance (approximate attendance: 200)
- February 21, 2020: Neon Club Dance (approximate attendance: 200)
- March 6, 2020: Neon Club Dance (approximate attendance: 200)
- March 7, 2020: Open rehearsal (approximate attendance: 100)
- March 20, 2020: Neon Club Dance (approximate attendance: 200)
- April 3, 2020: Neon Club Dance (approximate attendance: 200)
- April 4, 2020: Orlando Ballet Social showcase performance (approximate attendance: 100)
- April 14, 2020: Lecture Series with guest choreographer (approximate attendance: 150)
- April 17, 2020: Neon Club Dance (approximate attendance: 200)
- May 1, 2020: Neon Club Dance (approximate attendance: 200)
- May 4-21, 2020: Choreography Workshop (approximate attendance: 50)
- May 15, 2020: Neon Club Dance (approximate attendance: 200)
- May 21, 2020: Choreographic Competition (approximate attendance: 250)
- June 5, 2020: Neon Club Dance (approximate attendance: 200)
- June 19, 2020: Neon Club Dance (approximate attendance: 200)

Secondary Tenant Information:

Orlando Ballet's School will be the secondary tenant of the Auditorium. The School will utilize the space as class and rehearsal space approximately 2 evenings per week for approximately 32 weeks per year. It will also be used for classes and rehearsals during its internationally renowned Summer Intensive Programs which will run for 7 weeks each June and July and are detailed below as Major Event #2. This program has traditionally attracted over 300 students from around the world who travel to Orlando to train with the School's prominent faculty. This number is expected to grow with the opening of the new facility as the learning environment is a significant satisfier in surveys of parents and students who have previously participated.

The School will also use the auditorium as a performance space for a variety of school showcases. A projected schedule of Orlando Ballet School events within the venue during the 2019-20 season is below:

- September 2019-May 2020: School classes and rehearsals
- October 4-6, 2019: Grand Opening Celebration (approximate attendance: 500) – detailed below as Major Event #1



- January 4, 2020: Winter Open House with tours and free classes (approximate attendance: 250)
- April 4, 2020: Fast Forward performance by Orlando Ballet II (approximate attendance: 250)
- May 9, 2020: Spring Into Dance Showcases (approximate attendance: 600 over three performances)
- May 16-17, 2020: Spring Showcases (approximate attendance 750 over three performances)
- June-July 2020: Jr. and Sr. Summer Intensive classes and rehearsals – description under major event # 2 below
- June 19, 2020: Jr. Intensive Summer Showcase (approximate attendance: 100)
- July 24-25, 2020: Sr. Intensive Showcase performances (approximate attendance: 750 over three performances, including approximately 600 tourists)

Major Event #1 Information:

Orlando Ballet – Harriett’s Orlando Ballet Centre Grand Opening Celebration (October 4-6, 2019)

The Grand Opening Celebration will present the new facility to the public and include the following activities:

Media Event

Members of the local, regional, and national media will be invited to tour the new facility and see it in action with mini performances and demonstration classes. Anticipated attendance will be 50 including 5 non-local attendees.

Community Open House

This two-day event will include tours and special dance related lecture – demonstrations, master classes and workshops. Invitations will be extended to former students who have gone on to professional careers, collaborative partners with ballet companies from across the nation and beyond (guest artistic directors, choreographers, artists, etc.) and arts entertainment media representatives in addition to local stakeholders. Locally this would include community and government leaders, tourism industry leaders, arts patrons and donors to the ballet. Anticipated attendance will be 500 including 100 non-local attendees.

Grand Opening Gala (to be repeated annually as Orlando Ballet Annual Gala)

This inaugural fundraising event will be held in the Auditorium and will include a reception, showcase performance, and seated dinner. Anticipated attendance is 250 with approximately 50 non-local attendees, generating approximately 20 room nights.

This weekend of events will generate approximately 25 room nights between non-local media, guest artists, and non-local former and potential students and their families.

Major Event #2 Information:

Orlando Ballet School Summer Intensive Programs (June and July 2020—repeated annually)

Each year, Orlando Ballet School holds a variety of summer programs including:

Jr. Intensive Dance Camp & Showcase Performance

This two-week program offered each June provides training in all styles of dance for beginning and intermediate dancers ages 7-12. It attracts approximately 60 students, predominantly from the Central Florida area. The program concludes with a showcase performance with approximately 100 attendees.

Two Week Sr. Intensive

This two-week program offered each June provides intensive ballet training for intermediate and advanced dancers ages 11-21. It attracts approximately 80 students, approximately 40 from the Central Florida area and approximately 40 from outside the 7-county region. Orlando Ballet does not offer boarding for non-local students, but recommends lodging at preferred partner hotels, resulting in approximately 250 room nights over the two weeks.

Five Week Sr. Intensive & Showcase Performances

This program begins in late June, extending through July and provides intensive ballet training and performance opportunities for advanced dancers ages 11-21. It attracts approximately 200 students, approximately 50 from the Central Florida area and approximately 150 travel from throughout the state, across the country and around the world to participate. Additionally, each year Orlando Ballet brings approximately 10 internationally-renowned non-local guest teachers to instruct during the five-week, generating approximately 60 room nights. The focus of the program is on ballet technique training with all students also participating in showcase performances at the end of the summer. Three performances will attract approximately 750 attendees, with approximately 500 non-local attendees.

Of the non-local students, approximately 125 are housed in dorms on the University of Central Florida's campus. Full meal service is included and transportation on charter buses between OBS and the UCF dorms is provided by Mears Transportation Group. Optional outings to the area theme parks and other destinations are offered also offered. Most boarding students are escorted to and from Orlando with at least one parent or guardian. Many will also stay in Orlando for an extended family vacation at the conclusion of the program. This results in approximately 200 room nights.

These three programs generate approximately 510 room nights between guest teachers, parents traveling to/from Orlando with their children, families coming for showcase performances, and those extending their stay for a family vacation.

Additional Events

In addition to its own events for the company and School, Orlando Ballet anticipates external parties utilizing the space for a variety of performances and events. Since the Ballet took possession of the existing Loch Haven Neighborhood Center in 2014, it has been used for a number of outside events. Orlando Ballet projects that the Auditorium within its new facility will be a significantly more desirable space for performances and events.

While future events have not been reserved, below is a sample of past recent events as demonstration of the sort of events we anticipate:

- December 6, 2014: Orlando Pottery Festival (approximately 1,200 attendees)
- July 25, 2018: National Dance Day Orlando (approximately 100 attendees)
- July 31, 2015: Art of Movement Showcase Performance (approximately 120 attendees)
- June 18, 2016: Central Florida Artisans Guild Craft Fair (approximately 600 attendees)
- August 5, 2016: Art of Movement Showcase Performance (approximately 120 attendees)
- December 10, 2016: Orlando Pottery Festival (approximately 1,200 attendees)
- August 4, 2017: Art of Movement Showcase Performance (approximately 120 attendees)
- December 9, 2017: Orlando Pottery Festival (approximately 1,200 attendees)



- March 22, 2018: Timucua Arts Foundation/Alterity Orchestra performance (approximately 100 attendees)
- August 3, 2018: Art of Movement Showcase Performance (approximately 120 attendees)
- Other Events (held from 2014 to present):
 - 10 weddings
 - 16 parties (anniversary, birthday, retirement, holiday, etc.)
 - 13 fundraising events
 - 34 community events & meetings

Target Audiences:

Orlando Ballet seeks to build new audiences, while continuing to inspire and grow our core demographic. While data shows that 40% of our subscribers are over the age of 65, recent efforts to capture new patrons, for example the creation of a Young Professionals group, have increased our popularity with millennials and consumers under the age of 40. In addition, we continue to seek to diversify our audience through outreach and exploration of new marketing channels that target the tourist industry as well as the Hispanic and African American community.

Orlando Ballet School marketing efforts target a more specific audience of parents, in the Central Florida area, with children between 2 and 18. Additionally we seek a wider demographic nationally and internationally for our Summer Intensive programs, for those that are seeking training towards a professional dance career. This can span a range of ages and bio-demographics from age 11 to 21, and from all locations and ethnicities.

As it specially relates to this project and the events that will take place within the Auditorium, Orlando Ballet will target:

- Existing ticket buyers (both local and non-local) with an affinity for dance
- New ticket buyers (both local and non-local) with an affinity for the performing arts
- Dance students (both local and non-local)
- Families and friends of school students (both local and non-local)
- Donors to Orlando Ballet and this facility project
- Choreographers, artists, and other performing groups that may wish to participate in certain programs (i.e., Lecture Series and Choreography Competition)
- Other performing groups, community groups and individuals that may use the space for performances, fundraising events, community gatherings, and other types of events

Projected Room Nights:

Through its annual programs, Orlando Ballet bring approximately 750 room nights to Orange County both directly and indirectly through its event attendees.

As it specifically relates to this project and the events that will take place within the Auditorium, Orlando Ballet projects to bring approximately 600 room nights to Orange County.

Expected Event Attendee Origin:

During its 2017-18 season, Orlando Ballet performed for audiences of over 58,000, including approximately 6,400 non-local attendees, with approximately 4,900 from in-state and 1,500 from out-



of-state. These numbers are exclusive of outreach performances and programs that serve over 65,000 students in Orange County Public Schools.

During its 2018-19 season, Orlando Ballet projects to perform for audience of over 61,000, including approximately 6,750 non-local attendees, with approximately 5,060 from in-state and 1,690 from out-of-state.

As it specifically relates to this project and the events that will take place within the Auditorium, Orlando Ballet projects to attract over 8,900 attendees on an annual basis, including approximately 925 non-local attendees, with approximately 555 from in-state and 370 from out-of-state.

Event Attendance & Room Night Estimate Methodologies:

Orlando Ballet tracks ticket sales and venue attendee counts for each of its events. When available, ticket purchaser data is captured to determine attendee origin. Electronic surveys are also utilized to track attendee origin. Past attendance as well as ticket sales goals are used to project future event attendance. Projected room nights estimates are based on responses from post-event electronic surveys.



Section 3: Project Marketing and Economic Impact Details

Marketing & Advertising Plans

Orlando Ballet has extensive marketing and advertising plans for its annual programs. During the 2018-19 season, Orlando Ballet anticipates spending \$480,000 on both institutional and programmatic marketing efforts via local, regional, national, and international channels and through a variety of strategic partnerships. Orlando Ballet will continue to stay ahead of global marketing trends integrating digital marketing, retargeting strategies, SEO, social media and traditional marketing methods with CRM database, via newly acquired software that allows improved patron behavior tracking. With an increased focus on digital marketing and data driven decision making, continued efforts to expand reach beyond 7 County area include:

- Dedicated digital campaign via Google AdWords platform, key word search bids & customized display ads
- Digital retargeting campaign to capture website visitors, retargeting nationally with customized messaging
- Google Analytics data shows an average 10.6% of visitors to orlandoballet.org from outside the US, within the US, 33.8% from outside the state, and within Florida, 8.48% outside of the 4 County area. Spend increase of 44% for digital marketing to project doubling of these numbers
- Continue successful collaboration with international marketing agency Graft Inc. marketing Central Florida attractions to the UK tourist market. Graft assists through various channels including website orlandoattractions.com, Orlando-Attractions mobile app, UK based Facebook page with 19K+ followers, and print publication distributed to tourists arriving from the UK at Sanford International Airport (achieved in collaboration with TUI Travel, the world's number one leisure travel group operating over 1600 travel agencies)
- Continue collaborations with The Mall at Millenia (trade print ads, utilizing Mall digital displays), and Orlando International Airport (performing annually at the Airport and including show information on the Cultural Highlights rack card which is distributed to arriving passengers)
- Continue to partner with Visit Orlando, following inclusion in their national TV Spot (aired in New York) which positioned OB as integral to 'Orlando's arts and culture scene'. Seek opportunities to utilize local, national and international reach via free or paid channels
- Direct mail distribution to 28K+ addresses, 2K in Florida but outside of the 7 County area, with additional 1.5K addresses outside the state
- TV Spots via Spectrum, to Central & West Zones, complimented by social media package for broader reach
- Ads on WMFE (NPR) and iHeart Media, reaching residents beyond Central Florida via Rumba 100.3 and their social media pages
- Traditional print will include local and further reaching publications including Orlando Arts Magazine, Watermark, West Orange Observer, Nonahood News, Orange Appeal and Arts Life
- Continue to advertise with Dance Media, who own nationally distributed publications including Dance Magazine, Dance Teacher, and Pointe. To compliment this, purchase Dance Media's digital package reaching internationally to attract overseas students
- Social Media: Instagram reach has quadrupled in 2 years, and FB and Twitter impressions continue to grow. According to Facebook Insights, average reach beyond the Orlando metro area is over 40% of total page reach, over a year
- To increase international social media following, we recently partnered with the viral sensation Dancers & Dogs, with 2.4M international views on YouTube. In Spring 2019, it is expected that

a book deal will result in the publication of a nationally distributed collection of photography prints, including credit for the Orlando Ballet dancers featured. 34% of our Facebook followers are now located outside of the US

- Our PR team has developed a robust media list that reaches locally, nationally and internationally, including: Travel Weekly, Florida Trend, Growing Bolder, Fox 35, News 13, Channel 9, WESH, Telemundo 31 and the Orlando Sentinel. Online regular reviews by latetothetheater.com and thewanderingeducators.com
- Thanks to national TV coverage featuring OB this year, new media relationships outside of Florida. Coverage included:
 1. ABC's Nightly News featured on Come Dance With Us (Link to coverage: <https://abcnews.go.com/WNT/video/workshop-turns-special-children-ballerinas-52476029>)
 2. Orlando Ballet Artist in Residence Arcadian Broad was featured as a contestant on So You Think You Can Dance. Coverage included an interview with Artistic Director, Robert Hill, showed footage at the OB studio with logo (Link to coverage [beginning at 1:00]: <https://www.youtube.com/watch?reload=9&v=qMiUDv5Dp24&feature=youtu.be>)
- In discussions with NBC TV Show, World of Dance, to feature Orlando Ballet dancers on the show

As it specifically relates to this project and the events that will take place within the Auditorium, Orlando Ballet anticipates employing many of the same marketing strategies and partnerships as outlined above, particularly digital marketing efforts. Orlando Ballet School's summer programs (Major Event #2) will be marketed nationally and internationally via Dance Media through print and digital channels with a reach of over 184,000.

Orlando Ballet understands and agrees to the acknowledgement requirements as outlined in Attachment F of the application form.

Security Plans

Orlando Ballet will utilize a robust security system for its day-to-day operations including reception/security personnel, key fob/key pad entries for staff and students, and cameras throughout the facility. For performances and event held within the Auditorium, internal reception/security personnel will be utilized to control access to the facility. For larger events, event hosts will be encouraged to hire additional security personnel as well as utilize a valet service for their attendees.

Annual Economic Impact for Orange County

A vibrant arts and culture industry helps local businesses thrive and helps local communities become stronger and healthier places to live. In addition to spending by organizations, the nonprofit arts and culture industry leverages event-related spending by its audiences. When attending a cultural event, attendees often eat dinner in local restaurants, pay for parking, buy gifts and souvenirs, and pay a babysitter. What's more, attendees from out of town often stay overnight in a local hotel.

According to Arts & Economic Prosperity Calculator developed by Americans for the Arts, the economic impact of Orlando Ballet and its audiences/event attendees during the 2018-19 season was \$8.9 million, including \$400,000 in local government revenue, and supported 274 full-time equivalent jobs. As it specifically relates to this project and the events that will take place within the Auditorium, Orlando Ballet anticipates this economic impact to be \$3.8 million including \$160,000 in local government revenue.

ATTACHMENT B
Project Renderings & Plan



RSVP
ROB SCHAEFFER
VISUALIZATION
AND PLANNING

ORLANDO BALLET- NORTH LAKE FORMOSA DRIVE
CONCEPT PRESENTATION

OVERALL PERSPECTIVE

JOB NO. 180B01
4.12.18

SHEET

1
OF 3





RSVP
ROB SCHAEFFER
VISUALIZATION
AND PLANNING

ORLANDO BALLET- NORTH LAKE FORMOSA DRIVE

CONCEPT PRESENTATION

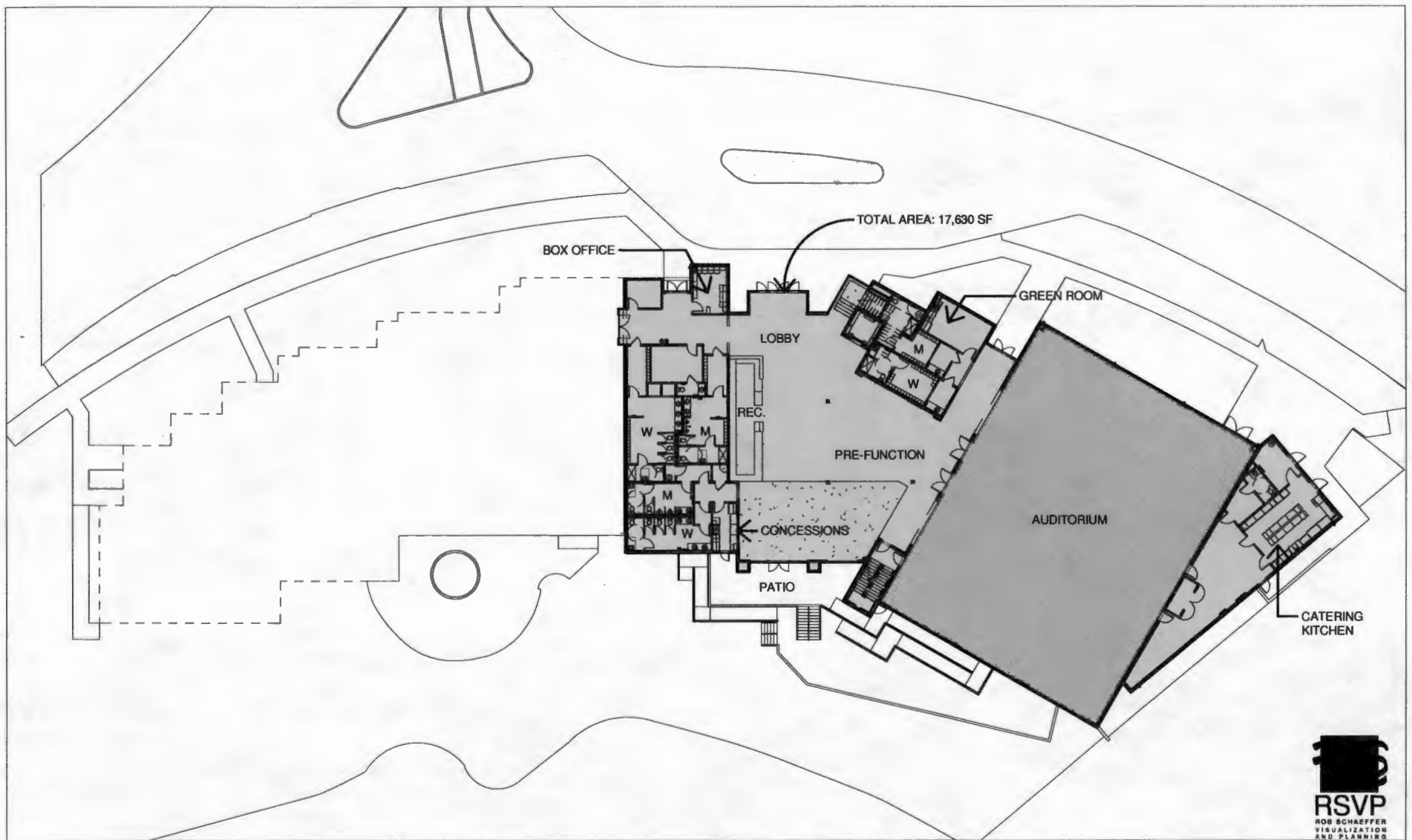
ENTRY PERSPECTIVE

JOB NO. 180B01
4.12.18

SHEET

2

OF 3



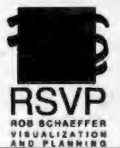
HARRIETT'S ORLANDO BALLET CENTRE

FIRST FLOOR PLAN

1"= 40'-0"

SHEET

3
of 3



ATTACHMENT C PROJECT BUDGET

Organization Name: Orlando Ballet, Inc.
Project Name: Auditorium in Harriett's Orlando Ballet Centre

	Auditorium Only (this project)	Allocation of TDT Grant Funds Requested for this project	Balance of this project to be funded by other funds	Balance of the Facility to be funded by other funds	Full Facility
EXPENDITURES					
Professional Services (Architectural/Design, Engineering)	\$ 283,752	\$ 250,000	\$ 33,752	\$ 307,398	\$ 591,150
Construction (Site, concrete, masonry, metals, wood & plastic, thermal and moisture protection, doors and windows, finishes, mechanical, electrical, etc.)	\$ 3,963,723	\$ 3,400,000	\$ 563,723	\$ 3,713,735	\$ 7,677,458
Specialties (bleachers, projection, theatrical lighting, etc.)	\$ 400,000	\$ 350,000	\$ 50,000	\$ -	\$ 400,000
Equipment	\$ 325,000		\$ 325,000	\$ 175,000	\$ 500,000
Furnishings	\$ 100,000		\$ 100,000	\$ 200,000	\$ 300,000
Soft Costs (permitting, insurance, legal, consultant fees, signage etc.)	\$ 380,382	\$ -	\$ 380,382	\$ 662,083	\$ 1,042,465
Early Project costs (initial architectural design, project planning fees, capital expenses for temporary space, etc.)	\$ -	\$ -	\$ -	\$ 719,063	\$ 719,063
SUBTOTALS OF EXPENDITURES	\$ 5,452,857	\$ 4,000,000	\$ 1,452,857	\$ 5,777,279	\$ 11,230,136
CONTINGENCY	\$ 369,535		\$ 369,535	\$ 400,329	\$ 769,864
TOTAL PROJECT EXPENDITURES	\$ 5,822,392	\$ 4,000,000	\$ 1,822,392	\$ 6,177,608	\$ 12,000,000

	Total Amount for Auditorium Only (this project)	Requested Amount from TDT Grant (This Project Only)	Cash/Secured Pledges (This Project Only)	Cash/Secured Pledges for Balance of the Facility	Total Amount for Full Facility
INCOME					
Private Support	\$ 1,322,392	\$ -	\$ 1,322,392	\$ 6,133,009	\$ 7,455,401
Government Support-Orange County	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ 500,000
Applicant Cash	\$ -	\$ -	\$ -	\$ 44,599	\$ 44,599
TDT Grant Request Amount	\$ 4,000,000	\$ 4,000,000	\$ -	\$ -	\$ 4,000,000
TOTAL PROJECT INCOME	\$ 5,822,392	\$ 4,000,000	\$ 1,822,392	\$ 6,177,608	\$ 12,000,000



ATTACHMENT D BUDGET CERTIFICATION

OVER
25 YEARS
PRECISION
CARE
INTEGRITY

To whom it may concern

We began working with Orlando Ballet and its architect, Robert Schaeffer, since April 2018 on the design, planning and budget for Harriett's Orlando Ballet Centre, including the Auditorium portion of the building for which Orlando Ballet is currently seeking funding. We provided the underlying estimates and budget information included in Attachment C of Orlando Ballet's application. Based on the current construction documents and pre-permitting discussions with the City of Orlando, we believe this is a reasonable and achievable construction budget for this project."

If you have any questions or need any additional information, please feel free to call or email.

Yours truly

David Lamm

CEO



LAMM & COMPANY PARTNERS

GENERAL CONTRACTORS • CONSTRUCTION MANAGERS • DEVELOPMENT MANAGERS
968 LAKE BALDWIN LANE • ORLANDO, FLORIDA 32814 • (407) 895-2525, FAX 895-2526
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ATTACHMENT E

LETTERS OF SUPPORT **International Drive Business Improvement District**

August 8, 2018

Governing Board Chairperson

The Honorable Teresa Jacobs
Orange County Mayor

Commissioner Samuel B. Ings
City of Orlando District 6

Commissioner Victoria Siplin
Orange County District 6

Advisory Board

Chairperson
Sibille Pritchard
Orlando Plaza Partners

Harris Rosen
Rosen Hotels & Resorts, Inc.

Charles Gundacker
Universal Orlando

Joshua Wallack
Mango's Tropical Café

Jim Dean
SeaWorld Orlando

To Whom It May Concern:

The International Drive Business Improvement District (the "District") is pleased to show its support for the Orlando Ballet in their quest to earn a TDT grant to assist in funding their new facility.

We have had the pleasure of working with the Orlando Ballet staff this year on their cultural tourism marketing efforts specifically to explore ways to further partner with businesses in the tourism corridor. Several marketing relationships have been established as a result of our partnership and along with prior collaboration with GOAA, Visit Orlando, The Mall at Millenia, Pegasus Transportation, Booking.com and many more.

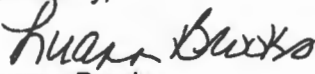
The location of the new Harriett's Orlando Ballet Centre, in the Loch Haven Cultural Park, provides further elevation for the arts overall to our area and augments the quality of life for residents, businesses and our visitors alike. Establishing a destination facility for dance & performances, which can also be used for outside performing arts events, community gatherings and meetings, adds to the value of this community asset.

As an economic driver, Orlando Ballet currently employs 70+ full and part-time artistic & production staff, dance instructors and corporate staff support. Through the professional company and award-winning school, more than 120,000 individuals participate as patrons, students or recreational dance enthusiasts on an annual basis. The international make up of the company and caliber of instruction available for more advanced students results in national and international reach.

Community support has been demonstrated already via private donations and a previously awarded Cultural Facilities grant from Orange County Arts & Cultural Affairs. The project also has received scoring for a facilities grant from the Florida Department of Cultural Affairs and has received in-kind support from several construction industry partners for preliminary work, temporary rehearsal space and other necessary services.

We at the District look forward to our continued relationship with the Orlando Ballet and know that the future of the Orlando Ballet is bright!

Sincerely,

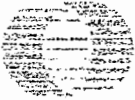

Luann Brooks
Executive Director



7081 Grand National Drive • Suite 105 • Orlando, FL 32819
(407) 248-9590 • Fax: (407) 248-9594

www.idrivedistrict.com • www.internationaldriveorlando.com • www.iridetrolley.com





**GREATER ORLANDO
AVIATION AUTHORITY**

August 7, 2018

Orlando Ballet
3751 Maguire Blvd, Suite 111
Orlando, FL, 32803

To Whom It May Concern,

Orlando International Airport is dedicated to a unique customer service principle we define as The Orlando Experience®. The Orlando Ballet's annual presentation of The Nutcracker dovetails perfectly with that philosophy. Having the Ballet's talented dancers perform this timeless classic in the airport's main terminal enriches the holiday travel season.

Travel to Central Florida is at an all-time high and Orlando International Airport has grown to become the busiest airport in the state. With our emphasis on customer service, being able to offer our guests, not only a respite from the stress of air travel, but a taste of Orlando's cultural offerings, is always a meaningful and rewarding endeavor.

We strive to consistently provide a world-class travel experience to our more than 46 million annual passengers. The contributions of the Orlando Ballet enhance our efforts to raise the standard of excellence and are greatly appreciated. We believe there are few airports in the world that offer the diversity of artistic expression that Orlando International Airport delivers. Your partnership enables us to achieve the type of innovative aesthetics that define exceptional venues.

Collaboration with the local arts community is vital to promoting the region's investment in cultural tourism. Showcasing live performances, indicative of the quality visitors and residents can enjoy at Orlando Ballet, emphasizes the importance Orlando International Airport places on their value, benefits the local economy and elevates our ability to serve as the premier global gateway to the most-visited destination in the United States.

Sincerely,

Carolyn Fennell
Senior Director of Public Affairs

ATTACHMENT F



ORANGE COUNTY MAYOR

TERESA JACOBS

P.O. Box 1393, 201 SOUTH ROSALIND AVENUE, ORLANDO, FL 32802-1393
PHONE: 407-836-7370 • FAX: 407-836-7360 • Mayor@ocfl.net

July 26, 2018

Richard Maladecki
President and CEO
Central Florida Hotel & Lodging Association
6675 Westwood Blvd, Suite 210
Orlando, FL 32821

Dear Rich:

Thank you for your letter dated July 10, 2018, regarding the progress made over the last couple of years to make important new investments of the tourist development tax (TDT) including:

- o Providing funding for the completion of Phase II of the Dr. Phillips Center for the Performing Arts,
- o Establishing a Sports Incentive Committee and ongoing funding so that our community can compete for world-class sporting events, and
- o Establishing an Application and Review Committee to ensure a consistent and transparent evaluation and review process for the use of excess TDT funds.

As additional background, the new TDT expenditures listed above and the ones discussed later in this letter would not have been possible without the restructuring of the city's venues debt. In October 2016, I proposed, and the BCC approved, the county issuing TDT refunding debt to extinguish the county's obligation to contractually remit excess TDT revenues to the city. Under this proposal, the county assumed the responsibility for making annual debt service payments on the new TDT refunding debt, but is now retaining the much larger excess TDT revenues. This restructuring of the venues debt is allowing the county to fund additional TDT priorities that we, together with the hospitality industry and other key stakeholder groups, have worked in partnership to identify. As you point out in your letter, while we have made significant progress on many of the shared goals for the use of TDT, we still have work to do.

The following is an update and the path forward on the major goals for additional investments of TDT:

Convention Center Master Plan Projects

When the county voters originally approved the referendum in 1978 to levy the initial 2% TDT, the primary purpose of the tax was to fund a civic center in phases. Roll the clock forward to present day, the Orange County Convention Center has grown to the second largest

convention center in the country and is an economic engine for our community. In order to protect and grow the convention business in a very competitive industry, the convention center remains a top priority and we continue to allocate TDT funding for the operations and maintenance of our facilities to ensure we retain our world-class status. In addition, included in my proposed five-year capital improvement budget are two major priority projects from the campus master plan to meet the current and future needs of our clients. The first project, called the Convention Way Grand Concourse, will add a new entrance plaza, large ballroom, meeting rooms and 1,000 foot long concourse connecting the north and south sides of the building. The second project, called the Multipurpose Venue, will provide a 200,000 square foot column-free space with flexible seating to accommodate 18,000-20,000 people. These critical projects will be funded by a combination of excess cash and debt.

Visit Orlando Funding

Last year, Orange County set another tourism record with 72 million visitors – retaining our title as America's most visited destination. Continuing to invest TDT funding for marketing and promotion of our region remains a top priority of the county. This year, Visit Orlando is projected to receive approximately \$56.6 million (not including the sports incentive funding) or 20.6% of the TDT for marketing and promotion. The current funding agreement between the county and Visit Orlando has a one-year extension option remaining, which would extend the contact through fiscal year 2018-19. The county is working with Visit Orlando to exercise this extension within the next month. In addition, am scheduling Visit Orlando on the September 21, 2018 Tourist Development Council (TDC) meeting agenda to request a one-year extension of the additional \$5 million marketing and promotion funding initially approved in 2013 and expiring this year, plus adding another \$5 million to this amount for the contract extension period. With this additional funding, it is estimated that Visit Orlando will receive approximately \$65.3 million (not including the sports incentive funding) in fiscal year 2018-19. This funding level equates to approximately 23% of the overall TDT collections. The one-year contract extension plus the additional funding will provide the foundation for the incoming Mayor and administration to negotiate the next 10-year agreement with Visit Orlando. Please be assured that the current TDT projections indicate that there is capacity to continue to incrementally increase Visit Orlando's funding to 30% over time.

Camping World Stadium

Another request, as outlined in your letter, is additional funding for Camping World Stadium (the Stadium) to develop elements critical to the competitiveness of the facility and destination. Based on Florida Citrus Sports' 2017 design and construction study, the cost of these improvements are estimated at approximately \$60 million. Historically, the county has invested TDT funding in the Stadium to ensure its competitiveness to retain marquee events, like the Florida Blue Florida Classic, Camping World Bowl, and Citrus Bowl, and other high profile events like neutral-site college football games, NFL pre-season match-ups, NFL Pro-Bowl, and major concerts. Given the history of the county's support of the Stadium and with a focus on continuing to attract major future events like the Special Olympics and FIFA World Cup, I am scheduling Florida Citrus Sports to present their \$60 million funding request to the TDC at the September 21, 2018

July 26, 2018

Page 3

meeting. The recommendation from the TDC can then go to the Board of County Commissioners in October 2018 for discussion and approval.

Applications and Review Projects

Finally, your letter also mentions the implementation of the TDT Grant Application Review Committee (ARC) established to evaluate applications for excess TDT funding for community projects. The current budget includes \$8 million a year, beginning this year through fiscal year 2022-23, to provide \$48 million in funding for projects that apply to and are evaluated and scored by ARC, then forwarded to and reviewed by the TDC, and given final approval by the Board of County Commissioners. At the July 27, 2018 ARC meeting, county staff will seek ARC approval to initiate the evaluation process in three ways: 1) evaluate the OnePULSE Foundation's application for the Pulse Museum design and land acquisition funding in the area near the Pulse site which must take place soon to acquire sites while currently available, and 2) evaluate the Orlando Ballet's application for funding to partner with the generous gifts such as the large gift from the late Harriett Lake that would allow the Orlando Ballet to move forward with their project in Loch Haven Park, and 3) prepare for an ARC application window for other potential applicants in the coming months. I appreciate CFHLA's support of these important community projects.

In closing, your letter highlights the partnerships and ongoing investments that help grow our regional economy, improve our community amenities and quality of life, and support jobs and families. Due to the strong growth in TDT, and even using conservative growth projections going forward, there will be ample TDT collected to fund these initiatives.

As my term as Mayor nears its end, I wish to thank CFHLA for its partnership over the years. Together we have worked on projects that will have a great and lasting impact on the Central Florida community for generations to come.

Sincerely,



Teresa Jacobs

c: Board of County Commissioners



ATTACHMENT G

Exclusive:

Orlando Ballet gets \$5 million donation that will jump-start headquarters construction



Renderings of the new building planned to replace the Loch Haven Neighborhood Center, which will house the Orlando Ballet's offices and rehearsal space.

(Matthew J. Palm)



Matthew J. Palm Contact Reporter Orlando Sentinel Arts Writer

Thanks to its biggest benefactor, Orlando Ballet hopes to start construction on a game-changing new headquarters in a matter of months.

Longwood philanthropist Harriett Lake, a devotee of the ballet for decades, donated \$5 million to jump-start the project. The headquarters will significantly alter the landscape of the Loch Haven Park–Lake Formosa area, a few blocks east of Orange Avenue north of downtown Orlando.

The Friday announcement marks a 180-degree turnaround for the ballet company, which nearly closed its doors during a cash crunch in 2015.

Ballet representatives said they hope to have the new facility open by late next year.

“There’s a window of opportunity here to move quickly,” said Jonathan Ledden, president of the board of directors.

The large donation comes on the heels of a \$500,000 grant from Orange County to help pay for the \$2.15 million facility’s “great hall,” a 9,386-square-foot events facility that will be available for weddings and other public events. The new building will replace the Loch Haven Neighborhood Center, which the ballet currently leases from the city for \$1 per year.

Demolishing the neighborhood center requires changing the terms of the ballet’s lease with the city. Commissioners will vote on that change at their June 11 meeting.

The latest proposal “reflects the needs of the ballet today,” Ledden said. The decision was made to tear down the neighborhood center after a review by a team of architects and engineers.

Rob Schaeffer Visualization and Planning designed the proposed new building.

Plans presented to the city show a sleek, modern, two-story building with large windows. In all, it will measure about 38,000 square feet and house studios for Orlando Ballet School, the company and the organization’s offices. Currently, those facilities are scattered across multiple locations.

“The building is designed to have a minimal silhouette and profile,” reads the official project description, which mentions the structure’s “many breaks and turns” that give it a more interesting profile. Specialized windows will create a “lantern effect,” according to the document,

while the two-story glass entryway features a grand staircase. Cubes of glass built into a structure will lighten its appearance and create excitement, the plans say.

On a more practical note, parking will be available in the nearby Orlando Science Center garage, through an agreement with that organization. Pedestrian traffic will be improved by the addition of handicapped-accessible sidewalks from the garage to the front of the new ballet building.

“As a city, ensuring the arts and culture thrive and grow in our community is a top priority, and for nearly 50 years Orlando Ballet has served as an anchor institution in this effort,” Mayor Buddy Dyer said. “I am proud and so thankful this gift will help ensure that legacy continues to flourish.”

The ballet has financially struggled for years. In 2013, mold forced the troupe out of its home at an old Orlando Utilities Commission power plant near Lake Ivanhoe. About eight months later, a deal was reached with the city of Orlando for the organization to take over the Loch Haven center. Hopes were high to start construction on a state-of-the-art facility right away, but a series of financial setbacks pushed the group to the brink of closure.

Michael Kaiser, an internationally known consultant, was brought in to turn things around, and new leadership was put into place. Ledden, a financier who also spent a decade working as a production manager in the arts, became president of the board in 2017.

Lake, who supports numerous arts, cultural and health-related organizations, has long bailed out the ballet during times of cash-flow trouble. Her latest donation brings her total contribution toward the ballet’s new home to \$7.5 million.

The ballet is seeking a total of \$13 million for construction, operating funds and cash reserves.

The building will be named “Harriett’s Orlando Ballet Centre,” — Lake, 96, requested the British spelling for the word “center,” the ballet said.

Calling Lake “a dear friend,” ballet board chair Sibille Pritchard said, “Her presence is etched into the hearts of Orlando Ballet, and this legacy gift means the world will understand her dedication to the arts for generations to come.”

Pritchard will lead work on the project, along with developers Alan Ginsberg and Marc Hagle, and Ledden.

Friday's news follows a March announcement by the ballet's neighbor, the Mennello Museum of Art, that it will seek to expand onto land closer to the ballet, reshaping the southwest corner of the park's neighborhood, which with the science center also includes the Orlando Museum of Art, Orlando Repertory Theatre, Orlando Shakespeare Theater, the city's Firehouse Museum, Orlando Garden Club and Junior Achievement.

Although the ballet will be headquartered at the Loch Haven facility, major shows will still take place at downtown's Dr. Phillips Center for the Performing Arts — eventually in the center's Steinmetz Hall, scheduled to open in 2020. In preparation, the ballet is upping its number of performances there, with each show in the upcoming season staged four times instead of three.

"Orlando Ballet has worked hard to build a sound reputation in our community and continues to achieve its mission of 'entertaining, educating and enriching' the lives of the residents of Central Florida," said Orlando City Commissioner Robert F. Stuart, whose district includes Loch Haven Park. "Harriett Lake's generous gift helps put Orlando Ballet on a path to further their mission and provide a crucial element to the cultural landscape of our great city."

mpalm@orlandosentinel.com

ATTACHMENT H
PUBLIC MEETING INVITATIONS

ORLANDO BALLET

ROBERT HILL ARTISTIC DIRECTOR

HARRIETT'S ORLANDO BALLET CENTRE

Future Home of Orlando Ballet

HARRIETT'S
ORLANDO
BALLET
CENTRE

LOCH HAVEN COMMUNITY DEVELOPMENT MEETING

June 19, 2018

7:00PM

Loch Haven

Neighborhood Center

610 N. Lake Formosa Dr.

Orlando, FL 32803

Orlando Ballet invites the members of the Loch Haven Neighborhood Association to learn more about Harriett's Orlando Ballet Centre project details.

For Questions, please contact:
ccollins@orlandoballet.org



WWW.ORLANDOBALLET.ORG

ORLANDO BALLET

ROBERT HILL ARTISTIC DIRECTOR

HARRIETT'S ORLANDO BALLET CENTRE

Future Home of Orlando Ballet

HARRIETT'S
ORLANDO
BALLET
CENTRE

LOCH HAVEN COMMUNITY DEVELOPMENT MEETING

June 27, 2018

6:00PM

Loch Haven

Neighborhood Center

610 N. Lake Formosa Dr.

Orlando, FL 32803

Orlando Ballet invites the residents of Orlando and the Loch Haven Community to learn more about Harriett's Orlando Ballet Centre project details.

For Questions, please contact:
ccollins@orlandoballet.org



WWW.ORLANDOBALLET.ORG

ATTACHMENT I
ARTICLES OF
INCORPORATION



I certify the attached is a true and correct copy of the Articles of Amendment, filed on February 21, 2002, to Articles of Incorporation for SOUTHERN BALLET THEATRE, INC. which changed its name to ORLANDO BALLET, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H02000036595. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is 729438.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-first day of February, 2002

Authentication Code: 802A00010799-022102-729438

-1/1



CR2EO22 (1-99)

Katherine Harris
Katherine Harris
Secretary of State

**AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
SOUTHERN BALLET THEATRE, INC.**

Pursuant to Section 607.1006, Florida Statutes, the Articles of Incorporation of **SOUTHERN BALLET THEATRE, INC.** are hereby amended as follows:

FIRST: Article I is amended by deleting the provisions of said Article I as the same now exists, and by substituting in lieu thereof, the following:

"ARTICLE I
NAME

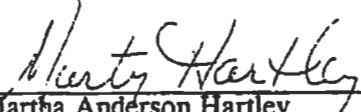
The name of this Corporation shall be **ORLANDO BALLET, INC.** with its principal address located at 1111 N. Orange Avenue, Orlando, Florida 32804-6407."

SECOND: The foregoing Amendment was adopted by a resolution of the Board of Directors, at a meeting held November 13, 2001, which is sufficient for approval; there are no Members entitled to vote.

THIRD: This Amendment is to be effective at 12:00 a.m, February 14, 2002.

IN WITNESS WHEREOF, SOUTHERN BALLET THEATRE, INC. has caused this Amendment to be executed by its duly authorized officer this 13th day of February, 2002.

SOUTHERN BALLET THEATRE, INC.

By: 
Martha Anderson Hartley
As its: Vice President

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Amendment, filed on September 28, 1988, to Articles of Incorporation for PERFORMING ARTS COMPANY OF FLORIDA, INC., changing its name to SOUTHERN BALLET THEATRE, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 729438.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
30th day of September, 1988.



A handwritten signature in cursive script that reads "Jim Smith".

Jim Smith
Secretary of State

FILED

86 SEP 28 PM 1:34

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Article I of the Articles of Incorporation shall be amended to read as follows:

Name

The name of the corporation is:

IN WITNESS WHEREOF, these Articles of Amendment to the Articles of Incorporation of the aforesaid Corporation have been executed by the President and Secretary and acknowledged by the President as of the 9th day of September, 1988.

"PERFORMING ARTS COMPANY OF
FLORIDA, INC." /

By: Marilyn A. [Signature]
As its: President

By: Cathy Bell
As its: Secretary

STATE OF FLORIDA)
COUNTY OF ORANGE) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take ac-

knowledgments, personally appeared MARTHA ANDERSON HARTLY, well known to me to be the President of PERFORMING ARTS COMPANY OF FLORIDA, INC., and that she severally acknowledged executing the foregoing Amendment to the Articles of Incorporation in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of September, 1988.

[NOTARY SEAL]


NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida

My Commission Expires March 31, 1990

Exempt From the Notary Public Seal Act

(B19\0474)

STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby
certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

PERFORMING ARTS COMPANY OF FLORIDA; INC.

a corporation not for profit organized and existing under the Laws of the State of
Florida, filed on the 12th day of April, A.D., 1974,
as shown by the records of this office.

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the



ARTICLES OF INCORPORATION

OF
PERFORMING ARTS COMPANY OF FLORIDA, INC.

The undersigned, all of whom are citizens of the United States, do hereby associate themselves together to form a corporation not for profit under and by virtue of Chapter 617 of the Florida Statutes for the State of Florida as follows:

ARTICLE I - NAME AND ADDRESS

The name of this corporation shall be:

PERFORMING ARTS COMPANY OF FLORIDA, INC.

and its principal place of business shall be at 160 Jaffa Drive, Fern Park, Florida 32730, or at such other place as is from time to time designated by the Board of Directors.

ARTICLE II - PURPOSE

This corporation is organized exclusively for the following purposes:

- (a) To produce programs stimulating interest and involvement in dance, drama, theatre and "performing arts".
- (b) To provide opportunity for study and participation in dance, drama, theatre, and "performing arts".
- (c) To sponsor, produce and assist in the presentation of all "performing arts".

FILED
APR 12 10 25 AM 1974
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE III - USE OF NET EARNINGS

No part of the net earnings of this corporation shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private persons, except that this corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherances of the purposes set forth in Article II hereof. No substantial part of the activities of the corporation shall be the carrying on of propoganda, or otherwise attempting to influence legislation, and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Articles, this corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) .

ARTICLE IV - MEMBERSHIP

Any person may become a member of the corporation, provided that written application for membership accompanied

by payment of membership dues must be filed with the corporation for approval and acceptance. The right is expressly reserved to the corporation to accept or reject any application for membership for any reason whatsoever, except for discrimination on the basis of race, religion or sex.

ARTICLE V - CORPORATE EXISTENCE

The term of which this corporation is to exist shall be perpetual.

ARTICLE VI - SUBSCRIBERS

The names and residence addresses of the subscribers to this Charter are as follows:

<u>NAMES</u>	<u>RESIDENCE ADDRESSES</u>
Albert Porter Whitworth, III	605 Webster Avenue Altamonte Springs, Florida 32701
Henry Kip Watson	110 E. Lauren Court Fern Park, Florida 32730
Patricia Ann Watson	110 E. Lauren Court Fern Park, Florida 32730

ARTICLE VII - MANAGEMENT

The day to day affairs of the corporation shall be managed by the following officers: President, Vice-President, Secretary, and Treasurer, all of whom shall be members of the corporation in good standing.

The officers shall operate under general policy guidance and direction of the Board of Directors.

The duties, responsibilities, authority, term of office and manner of election of all officers and directors shall be specified by the By-laws of the corporation.

ARTICLE VIII - OFFICERS AND DIRECTORS

a. The initial number of Directors of the corporation shall be four (4). The number of Directors may be increased or diminished from time to time by By-Laws adopted by the stockholder, but shall never be less than three (3).

b. The names and residence addresses of the officers and initial members of the Board of Directors who are to manage the affairs of the corporation until the first election under this Charter are as follows:

<u>NAME AND OFFICE</u>	<u>RESIDENCE ADDRESSES</u>
Albert Porter Whitworth, III, Vice-President/Director	605 Webster Avenue Altamonte Springs, Florida 32701
Henry Kip Watson, President/Director	110 E. Lauren Court Fern Park, Florida 32730
Patricia Ann Watson, Treasurer/Director	110 E. Lauren Court Fern Park, Florida 32730
Barbara A. Riggins, Secretary/Director	1304 Sultana Lane Maitland, Florida 32751

ARTICLE IX - BY-LAWS

The By-laws of this corporation shall be made, altered, amended or rescinded by a vote of a majority of the members of the Board of Directors; provided, however, that they must also be concurred in by a majority of the membership of the corporation.


ARTICLE X - AMENDMENTS

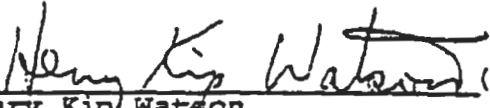
The Charter of this corporation may be amended at any duly called meeting of the members of the corporation called for that purpose by a majority vote of those members (constituting a quorum) present at the meeting.

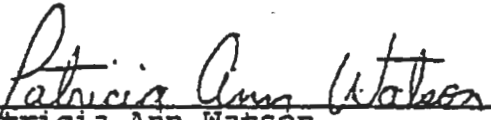
ARTICLE XI - DISSOLUTION

Dissolution of this corporation may be made at any time by a vote of the majority of all the members of the corporation at any duly held meeting of the members called for that purpose. Upon dissolution of the corporation, the Board of Directors shall, after paying or making provision for payment of all the liabilities and debts of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operating exclusively for charitable and educational purposes (similar to those of this corporation) as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) as the Board of Directors shall determine.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of April, 1974.


Albert Porter Whitworth, III (SEAL)


Henry Kip Watson (SEAL)


Patricia Ann Watson (SEAL)

STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared ALBERT PORTER WHITWORTH, III, HENRY KIP WATSON and PATRICIA ANN WATSON known to me to be the individuals described in and who executed the foregoing Articles of Incorporation, and they acknowledged that they subscribed the said instrument for the uses and purposes set forth therein.

WITNESS my hand and official seal in the County and State last aforesaid this 8 day of April, 1974.


Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JUNE 23, 1978
BONDED THIRD GENERAL INSURANCE UNDERWRITERS

ATTACHMENT J

IRS TAX EXEMPTION LETTER

Internal Revenue Service

Department of the Treasury

**P. O. Box 2508
Cincinnati, OH 45201**

Date: November 23, 2002

**Orlando Ballet, Inc
1111 N Orange Ave
Orlando, FL 32804-6407**

Person to Contact:
Tracy Gamgus #31-07307
Customer Service Representative
Toll Free Telephone Number:
8 00 a m to 6 30 p m EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
23-7427817

Dear Sir or Madam

This is in response to the amendment to your organization's Articles of Incorporation filed with the state on February 21, 2002. We have updated our records to reflect the name change as indicated above.

Our records indicate that a determination letter issued in June 1979 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Orlando Ballet, Inc
23-7427817

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

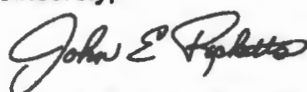
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

A handwritten signature in black ink, appearing to read "John E. Ricketts".

John E. Ricketts, Director, TE/GE
Customer Account Services

ORLANDO BALLET

ROBERT HILL | ARTISTIC DIRECTOR

2018-2019 Board of Directors

Sibille Hart Pritchard, Chair
Brooksville Development Company
401 S. Central Ave., Oviedo, FL 32765

Susan Bounds, Treasurer
CFO Strategic Partners
1330 Lake Knowles Cir., Winter Park, FL 32789

Lisa Coachman
BB&T
1767 Auburn Lakes Dr., Rockledge, FL 32955

Andrea Eliscu
Medical Marketing, Inc.
P.O. Box 5477478, Orlando, FL 32854

Marcia Hope Goodwin
City of Orlando
8116 St. Andrews Cir., Orlando, FL 32835

Tim Kashani
Apples and Orange Studios
10209 Morey Ct., Orlando, FL 32836

Skip Kirst
Realtor®, Collado Real Estate
1220 Wilkinson St., Orlando, FL 32803

Lynn Le, MD
Le Concierge MD
1312 Lake Whitney Dr., Windermere, FL 34786

Jonathan Ledden, President
Private Equity Investor
9749 Vista Falls Dr., Golden Oak, FL 32836

Judy St. Peter, Secretary
Mark Pulliam Fine Art
1133 Vinsetta Cr., Winter Garden, FL 34787

Krista Ledden
Community Volunteer
9749 Vista Falls Dr., Golden Oak, FL 32836

Sean McCarron
Waldorf Astoria Orlando
1451 Whitney Isles Dr., Windermere, FL 34786

Jennifer Socarras
Raul & Jennifer Socarras Foundation
1509 Conway Isle Cr., Belle Isle, FL 32809

Andrew Snyder
Orlando Health
2743 Summerfield Rd., Winter Park, FL 32792

Rizwan Zaman
Entrepreneur
P.O. Box 948606, Maitland, FL 32794

Senior Staff

Shane Jewell
Executive Director

Phillip Broomhead
Interim School Director

Katherine Fabian
Managing Director

Kamilah Smith
Director of Sales & Marketing

Robert Hill
Artistic Director

Cheryl Collins
Director of Development

Charmaine Hunter
Director of Community Enrichment

ATTACHMENT L
SAMPLE OF PR
MAT

ORLANDO BALLET

ROBERT M. ... ARTISTIC DIRECTOR



LIVE MUSIC

by

bach

PERFORMED BY THE ORLANDO BALLET

CARMINA BURANA



dr. phillips
center

OCT 12-14

20
18

TICKETS \$19
STARTING AT

DrPhillipsCenter.org

844.513.2014

OrlandoBallet.org



Dancers: Arvidas Bledas (USA), Wilson Spantou (UK), Mark Pacionan (USA) Photographs by Michael Curry 2018



ORLANDO BALLET

ROBERT HILL | ARTISTIC DIRECTOR

BAILAMOS!



DrPhillipsCenter.org

FEB 15-17 2019

844.513.2014

OrlandoBallet.org

TICKETS STARTING AT \$19



Dancers: Erika-Lynn Roper (USA), Andrian Oros (USA) Photography by Michael Quinn 2018



THE MAIL AT MILLENNIA



ORLANDO HEALTH

PNC



ORLANDO BALLET

PRODUCED BY ARTISTIC DIRECTOR

PETER & THE WOLF

FAMILY WEEKEND

LIVE MUSIC

by



FAMILY 4-PACKS

STARTING AT JUST \$60!

MAR 30-31 | 2019



DrPhillipsCenter.org

844.513.2014

OrlandoBallet.org



IT'S MAGIC AT MILLER



ORLANDO
HEALTH



ORLANDO BALLET

ROBERT ALCOCK AT THE CASTLE OF MIND

LIVE MUSIC

by



ARCADIAN BROAD

WONDERLAND

MAD TALES OF THE HATTER



APR 26-28 2019

TICKETS STARTING AT \$19

DrPhillipsCenter.org

844.513.2014

OrlandoBallet.org



Directed by Arcadian Broad (USA) Photography by Michael Sargent 2018



THE MALL AT MILLERFA



ORLANDO HEALTH

PNC



ORLANDO BALLET IN THE COMMUNITY



S.T.E.P.S. PROGRAM IS UNDERWAY!

The Bert W. Martin Foundation



In keeping with Orlando Ballet's mission focus area of enrichment, Orlando Ballet School's (OBS) newly appointed Community Outreach Coordinator, Charmaine Hunter, is making great impact on the *Scholarship Training for the Enrichment of Primary Students* (S.T.E.P.S.) program, which offers underserved 2nd and 3rd grade students free ballet classes.

Hunter has already implemented plans to broaden the scope of OBS's outreach. This includes extending S.T.E.P.S. to more schools and community centers in the Central Florida area. This year's S.T.E.P.S. continues to bring students from Lake Weston Elementary School and Killarney Elementary School to the OBS Central Campus, and students from Midway Elementary School to the OBS Seminole Campus, for weekly dance classes taught by OBS instructors. Students from City of Orlando Families, Parks and Recreation's College Park Neighborhood Center will also continue to be provided weekly dance classes at the center.

This year, S.T.E.P.S. has extended its reach to the Academic Center of Excellence (ACE School) and Callahan Neighborhood Community Center in the Parramore area of downtown Orlando, and Jackson Neighborhood Community Center in Orlando. Weekly classes will be taught by Orlando Ballet Company Dancer Marta Gongos, and OBS Instructors Mila Makaroff, Laura Love, and Amy Seabright.

At the conclusion of the 10-week program, each student will be given a graduation packet including a certificate of completion, and will take part in a final graduation demonstration for their families, teachers, and Orlando Ballet board and staff. Each student will also receive a one-week scholarship to participate in the OBS Junior Summer Intensive, where he or she will receive additional ballet training and exposure to other forms of dance such as Jazz, character and musical theatre. Students who show promise and interest will be offered a full tuition scholarship to continue their training during the 2018-2019 Orlando Ballet school year.

S.T.E.P.S. is an intensive training opportunity that provides a chance for students to develop their potential. Ballet is an art form that requires an enormous amount of discipline. For some, this may be the first time they encounter such a challenge in their lives. The experience is one that provides a lasting impact.

Photography by Francesca Agostino 2018

LEARN MORE ABOUT ORLANDO BALLET'S OUTREACH PROGRAMS
ORLANDOBALLET.ORG

Come DANCE^{with} US! CONCLUDES

CORE|GROUP REAL ESTATE EVOLUTION **Nemours Children's Hospital**

**ORLANDO
HEALTH**

Partnering with Nemours Children's Hospital and Orlando Health, Orlando Ballet School's (OBS) *Come Dance With Us!* program offers children with special needs a new experience. The workshop, now in its second year, brings together Orlando Ballet's Company Dancers, health experts, and precious children to introduce dance in a beautiful new way.

This season, Dierdre Miles Burger, OBS Director, worked with Company Dancers Arcadian Broad, Ashley Baszto, Maria Gongos, and Taylor Sambala to create two workshops for children ages 3 to 6. Healthcare professionals were an integral part of this process, providing Orlando Ballet with insight on how to design the workshops around the unique needs of each child. At the end of the program, the children showcased the choreography they had learned for their parents and instructors. Their experience



Photography by Francesca Agostino 2018

concluded with a family trip to the Dr. Phillips Center for the Performing Arts to see their ballet instructors dance in *The Nutcracker*.

Anne-Marie Wurzel, Realtor with The Core Real Estate Group, is the founding parent and community ambassador for *Come Dance With Us!* To help raise funds for this year's program, The Core Real Estate Group took part in the South Beach Ragnar Race, an overnight relay from Melbourne to Miami Beach on November 11th and 12th. Leading up to their race down the 200 mile stretch of the Florida coast, each member of the relay team promoted their progress on Facebook and helped raised \$1,385.98 for *Come Dance With Us!*

COMMUNITY OUTREACH DURING THE NUTCRACKER

SONNY'S **Disney** **ORLANDO**
BBQ **HEALTH**

Orlando Ballet is committed to bringing the joy of dance to as many residents as possible in our Community. Through the provision of complimentary tickets to our performances at the Dr. Phillips Center for the Performing Arts, we hope to enrich the lives of those who may not have access to the theatre, inspire young people to explore their own creativity, and cultivate new audiences. This season, Orlando Ballet provided over 625 complimentary tickets to community groups to attend *The Nutcracker* Field Trip Show. For many, this may have been their first ballet performance and formal theatre experience.

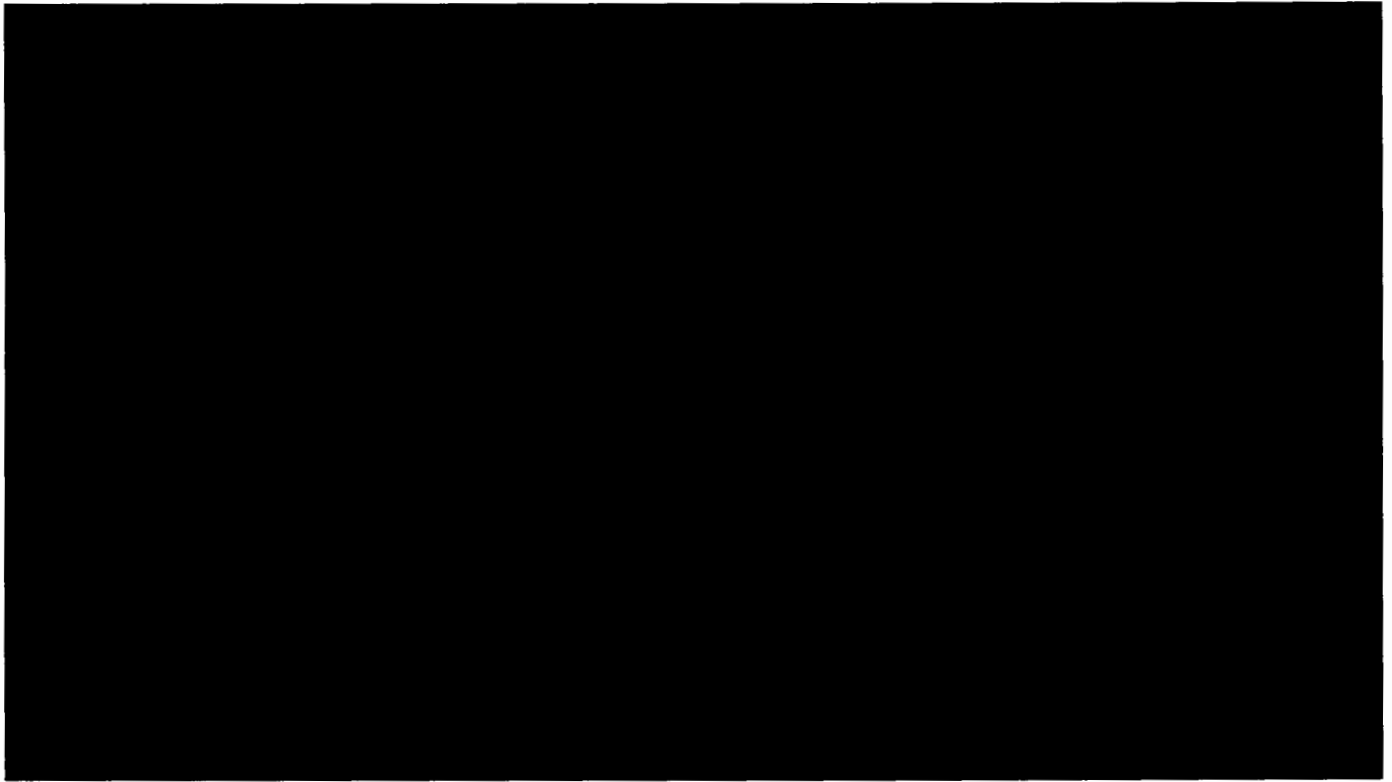
A Gift For Music, an award-winning program that empowers Orlando's underserved and urban youth to envision a positive future for themselves and discover their own creativity through music, brought 183 individuals to *The Nutcracker*. *Toolbox4Life*, which provides life skills classes in construction and the culinary arts to adults overcoming homelessness,



Students from A Gift For Music

domestic abuse, sex/human trafficking, mental health challenges, and addiction, brought 9 individuals. *A Gift for Teaching*, Central Florida's primary provider of free school supplies, brought 5 individuals. *Foundation for Foster Children*, which seeks to enhance the lives of children in foster care through support and advocacy to create opportunities for a brighter future, brought 97 individuals. *The Early Learning Coalition of Orange County*, which provides access to high-quality early care and education services for children in Orange County, brought 162 individuals. Students from *Memorial Middle School* also enjoyed the complimentary performance.

Orlando Ballet finds 'Love' with Sisaundra Lewis



Sisaundra Lewis, of "The Voice," talks about "Love Is," her collaboration with Orlando Ballet.



By **Matthew J. Palm**
Orlando Sentinel Arts Writer

APRIL 25, 2018, 2:10 PM

Sisaundra Lewis and Robert Hill are talking about love.

The Central Florida singer and Orlando Ballet's artistic director are putting the finishing touches on a collaboration that blends her powerful voice with his creative moves.

"I have always wanted to do something like this with a vocalist," says Hill. "Just for the simple entertainment value."

Their piece, titled "Love Is," will mash up an array of popular songs into an almost 30-minute medley. Lewis will sing while ballet dancers perform around her. The work, which debuts May 4, will serve as the finale of "Contemporary Wonders," the ballet's final major production of the season.

"I love ballet, I'm a huge fan of Orlando Ballet," says Lewis, who achieved national prominence as a contestant on NBC's "The Voice" in 2014.

She and Hill found their topic quickly.

"We just decided we wanted to do something that generates love," Hill says.

But picking the song list proved trickier.

"We just chose all the music we love — and it was an hour and a half long," Lewis says.

"We had about 30 songs initially. We just couldn't stop."

Eventually, they narrowed down the list to about 10. Among those that made the cut are classics: Leonard Cohen's "Hallelujah," the anthem "You'll Never Walk Alone" and the Lord's Prayer.

"These are songs that live in my heart," Lewis says.

The medley also features newer songs, such as "Never Enough" from "The Greatest Showman," and pop hits including "Killing Me Softly" — the Fugees version.

"We love Roberta Flack, but we're getting a little funky," Lewis says with a laugh.

Hill's choreography will use duos, multiple couples and the full troupe at different points.

Lewis says her decade singing in Cirque du Soleil's now-closed "La Nouba" at Walt Disney World will serve her well — she has experience performing among colorful action.

Still, the ballet dancing can't help but catch her eye.

"I'm trying not to be so intrigued by the dancers that I forget my lyrics," Lewis says. "But I am surrounded by beauty."

Review: Orchestra, guest artists lift Orlando Ballet's 'Swan Lake'



Guest artists Adiarys Almeida Santana and Taras Domitro are the stars of Orlando Ballet's "Swan Lake." (Michael Cairns/courtesy photo)



By **Matthew J. Palm**
Orlando Sentinel Arts Critic

OCTOBER 28, 2017, 1:20 AM

Orlando Ballet opened its new season Friday with another dip in perennial favorite "Swan Lake."

The classic ballet, with Tchaikovsky's beautiful score, was last performed by the company in January 2015. The danger in revisiting a work so quickly is that the current show competes with memories of the last production.

The corps de ballet has an important role to play in "Swan Lake" - they are, after all, the

swans. But the thrilling precision and ethereal beauty I recall from a few years ago didn't register as sharply.

this outing. The dancers' synchronization and spark just weren't as strong as in recent performances — except for "Little Swans" Ashley Baszto, Anamarie McGinn, Isabella Mendez and Kate-Lynn Robichaux, all four a joy to behold.

I also vividly remembered Adiarys Almeida Santana's canny performance in the dual leading roles of a few years' back. A guest artist, Almeida returns for this production and remains a delight to watch — especially as evil Odile. She seemingly thrives on the dangerous edge to Odile's ever-quickenning dance, flashing her eyes at the audience and then wowing the crowd with her rapid-fire series of spins.

In case you don't recall the story, Odette (also danced by Almeida) is the heroine — a young woman transformed by an evil sorcerer into a swan. Prince Siegfried falls in love with her, but the sorcerer enchants his daughter Odile to look like Odette and then tricks the prince into betraying his love.

Siegfried is danced by guest artist Taras Domitro, who doesn't have too much to do in the first act but look lovingly at Odette and lift her dramatically. Domitro excels at both. His lifts appear effortless and he raises Almeida to a thrilling height. In the second act, he shows he is also adept at landing his energized jumps.

Other solos were a mixed bag. Highlights included Robichaux and Arcadian Broad's stirring Russian Dance, and Alberto Blanco and Andre Gallon as lively jesters.

Helena Kuukka's lighting felt flat, and after numerous outings, the backdrops and set seem a little too familiar. A more welcome return comes from the Orlando Philharmonic Orchestra, which accompanied the performance.

Guest conductor Ramona Pansegrau, music director of the Kansas City Ballet, helps Tchaikovsky's music breathe with emotion reflecting what's onstage. Individual instruments add sparkle throughout: The trilling of a flute, the swooshing of the harp. That gorgeous sound is something I'll remember.

Attachment M
5 year Operating Forecast Budget

Organization Name: Orlando Ballet, Inc.
Project Name: Auditorium in Harriett's Orlando Ballet Centre

	A	B	C	D	E	F	G
	FYE2018	FYE2019	FYE2020	FYE2021	FYE2022	FYE2023	FYE2024
	(July 2017-June 2018)	(July 2018-June 2019)	(July 2019-June 2020)	(July 2020-June 2021)	(July 2021-June 2022)	(July 2022-June 2023)	(July 2023-June 2024)
EXPENDITURES	Construction Period		Facility Completed				
General & Administration	\$707,132	\$707,677	\$764,000	\$825,000	\$892,000	\$915,000	\$945,000
Personnel	\$2,253,821	\$2,735,115	\$3,282,000	\$3,676,000	\$3,995,000	\$4,119,000	\$4,325,000
Maintenance	19,697	21,000	\$64,000	\$85,000	\$100,000	\$115,000	\$125,000
Utilities	\$48,393	\$45,000	\$74,000	\$84,000	\$87,000	\$90,000	\$94,000
Rent & Other Occupancy (excluding maint. & utilities)	582,997	572,000	\$481,000	\$404,000	\$420,000	\$435,000	\$448,000
Maintenance Reserve	\$0	\$26,871	\$80,000	\$100,000	\$100,000	\$100,000	\$100,000
Marketing Expenses	\$386,347	\$480,000	\$528,000	\$570,000	\$598,000	\$630,000	\$650,000
Program Expenses	\$1,296,053	\$1,289,950	\$1,419,000	\$1,562,000	\$1,687,000	\$1,750,000	\$1,800,000
School & Outreach Expenses	\$411,407	\$389,292	\$428,000	\$471,000	\$509,000	\$525,000	\$540,000
Scholarship Expenses	\$372,416	\$351,000	\$386,000	\$425,000	\$446,000	\$470,000	\$485,000
Total Expenditures	\$6,075,253	\$6,617,905	\$7,506,000	\$8,202,000	\$8,834,000	\$9,149,000	\$9,512,000
INCOME							
Admissions/Ticket Sales/Contract Rev.	\$1,715,679	\$1,828,280	\$1,929,000	\$2,030,000	\$2,165,000	\$2,273,000	\$2,364,000
Contributed Income/grants	\$1,815,624	\$1,993,375	\$2,397,000	\$2,711,000	\$2,886,000	\$3,009,000	\$3,160,000
Facilities Rental	\$19,251	\$6,000	\$25,000	\$40,000	\$50,000	\$55,000	\$60,000
Other Revenue	\$180,628	\$275,000	\$225,000	\$235,000	\$250,000	\$260,000	\$270,000
School Revenue	\$2,351,979	\$2,515,250	\$2,930,000	\$3,186,000	\$3,483,000	\$3,552,000	\$3,658,000
Total Revenues	\$6,083,161	\$6,617,905	\$7,506,000	\$8,202,000	\$8,834,000	\$9,149,000	\$9,512,000
Net Gain/Loss	\$4,898	\$0	\$0	\$0	\$0	\$0	\$0

Budget notes to explain significant spikes or decreases (optional):

FYE2018	
FYE2019	Expenses: Increase in personnel reflects hiring of new Executive Director as well as bringing some contracted services in-house; significant increase in marketing, particularly in digital formats. Income: Decrease in facilities rentals during construction period; increase in other revenue reflects increase in sets/costumes rentals
FYE2020	Expenses: Increase in personnel reflects additional staff across all departments to support new facility; significant increase in maintenance expenses and maintenance reserve funds; increase in utilities due to additional square footage once new facility is complete; decrease in rent due to moving school campus and admin offices to new facility mid-year. Income: increase in contributed income reflects greater focus on foundation and corporate support; increase in facilities rental reflects rentals of new facility; decrease in other revenue reflects decrease in sets/costumes rentals; increase in school revenue reflects new/expanded school programs in new facility.
FYE2021	Expenses: Increase in personnel reflects increase in number of professional dancers and salaries, as well as additions/increases in other departments; increase in maintenance expenses and maintenance reserve funds; increase in utilities reflects increased square footage for a full year in new facility; decrease in rent due to no rent for school campus and admin offices for full year; increase in program expenses reflects increased investment in sets, costumes, and new choreography to be timed with opening of the Steinmetz Hall at DPC. Income: increase in facilities rental reflects rentals of new facility for the full year.
FYE2022	Expenses: Increase in maintenance expenses. Income: Anticipated continued growth of space rentals and school programs in the new facility.
FYE2023	
FYE2024	
OTHER	In-kind expense are including in G&A expenses. Rent & Other Occupancy Expenses includes: rent, janitorial, fire & safety alarms, pest control for all facilities (company rehearsal facilities, school campuses, 3 warehouses, administrative offices). Other Revenue primarily includes in-kind income, sets/costumes rentals, and program ad sales.

Agreement
between
Orange County, Florida and
OnePULSE Foundation, Inc.
regarding
Pulse Museum TDT Funding

This Agreement ("Agreement") is entered into by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, with a principal address of 201 South Rosalind Avenue, Orlando, Florida ("County") and OnePULSE Foundation, Inc. a not for profit corporation organized under the laws of the State of Florida, with a principal address of 1223 E. Concord Street, Orlando, Florida 32803 ("Foundation").

RECITALS

WHEREAS, members of the Central Florida community have formed the Foundation to build and operate (i) a memorial with associated amenities, improvements and infrastructure, including, without limitation, parking areas, open space, event space and gift shop or the like for the sale of related merchandise (collectively, the "Memorial") where visitors can grieve the June 12, 2016 mass shooting at the Pulse nightclub located in downtown Orlando ("Pulse") and pay their respects; and (ii) a museum with associated amenities, improvements and infrastructure, including, without limitation, parking areas, open space, event space and gift shop or the like for the sale of related merchandise (collectively, the "Museum") where visitors will learn the history of one of the largest mass shootings in modern American history and the attack on the LGBTQ and Latino community; and

WHEREAS, the County currently collects the tourist development taxes authorized by Section 125.0104(3)(c), (d) and (m), Florida Statutes ("Tourist Development Tax" or "TDT") and authorized uses of such Tourist Development Tax include the acquisition of property for construction and operation of museums and architectural and design fees and costs for the construction of museums that are owned and operated by not-for-profit organizations and open to the public within the county in which such tax is levied; and

WHEREAS, pursuant to County Ordinance No. 2016-30, the County has amended the Tourist Development Plan to provide funding from excess TDT revenue for legally authorized capital projects and events pursuant to a grant application process set forth in Section 25-147 of the Orange County Code (the "Code"); and

WHEREAS, the Foundation applied for TDT capital funding to acquire property for the Museum and to pay design and architectural fees and costs, as well as engineering fees and costs reasonably necessary in connection with the design and architectural efforts (collectively, "Design Costs") associated with construction of the Museum and plans to receive additional funding for construction and operation of the Museum from a combination of funding sources other than the County; and

WHEREAS, on September 17, 2018 the County's TDT Application Review Committee ("ARC") evaluated the Foundation's application and recommended approval to the Tourist Development Council ("TDC"); and

WHEREAS, on September 21, 2018 the TDC recommended approval of the Foundation's application.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the County and the Foundation agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **County Contribution.** Subject to all terms and conditions set forth in this Agreement, the County agrees to contribute a total aggregate amount not to exceed ten million dollars (\$10,000,000) (the "County Contribution") solely from Excess TDT Revenue as follows:

Fiscal Year 2017-18 \$4,000,000

Fiscal Year 2018-19 \$3,000,000

Fiscal Year 2019-20 \$3,000,000

"Excess TDT Revenue" for purposes of this Agreement shall mean those TDT revenues appropriated by the Board of County Commissioners ("Board") in 2018 in the amount of \$8,000,000 per year beginning in Fiscal Year 2017-18 through Fiscal Year 2022-23 for capital projects that apply for funding to the ARC pursuant to Section 25-147 of the Code.

3. **Restrictions on Use of County Contribution.** The Foundation shall use the County Contribution only to pay costs of acquisition of the Property (as defined below) and Design Costs for the Museum in accordance with Section 125.0104(5)(a)(1)(c) Florida Statutes. Disbursement of such County Contribution is further subject to the terms and conditions set forth in Section 5 hereof. The County Contribution shall not be used for and the County shall not be responsible for: any construction costs other than Design Costs; construction cost overruns; operating costs; or maintenance costs of any type whatsoever in connection with the construction or operation of the Museum. Furthermore, the County Contribution shall not be used or pledged to secure any debt whatsoever.

4. **Limitations on County's Obligation.** The County's obligation to make the County Contribution shall not constitute a lien on Tourist Development Taxes and will not be on parity with any existing or future debt of the County. The obligations of the County under this Agreement are limited solely to Excess TDT Revenue and no general fund revenues or other funds whatsoever of the County are obligated. Nothing provided herein shall obligate or require the County to levy any ad valorem taxes, fees or assessments whatsoever. This Agreement and any payments provided for in this Agreement are contingent upon the availability of Excess TDT Revenues derived from the tax levied under Section 25-136 of the Code and made available under Section 25-147 of the Code to make the payments hereunder. The County shall not cause such Excess TDT Revenues to be unavailable as a result of dilution of the funds made available through the application process set forth in Section 25-147 of the Orange County Code through funding other projects through such process.

5. Disbursement of County Contribution.

a. Property Acquisition.

(i) Contingencies. The County's obligation to disburse any portion of the County Contribution for Property acquisition is contingent upon and subject to those matters specifically set forth hereinafter in this subsection 5.a(i) (each, a "Contingency", and collectively the "Contingencies"):

(1) The Property. The property proposed for acquisition by the Foundation as the site for the Museum shall include all or any portion of the land proposed to the County as well as other land in the general vicinity thereof, which shall be within one-half (1/2) mile of Pulse and not less than one (1) total acre in size (which minimum size requirement shall be applied to the aggregate size of all Parcels (hereinafter defined) together, in the event that the Property is acquired as an "assemblage" as described in subsection 5.a(v) below). For purposes of this paragraph, distance shall be measured "as the crow flies" from the centroid of the Pulse site to the furthest point of the Property. Prior to the Closing, the Foundation shall confirm which land it proposes to acquire for the Museum and that shall be referred to herein as the "Property". Notwithstanding the foregoing, in no event shall any portion of the Pulse site at 1912 South Orange Avenue, Orlando, Florida, 32801 (presently bearing Orange County Property Appraiser's Parcel Identification Number 02-23-29-3828-01-040) constitute part of the Property.

(2) Contract. Prior to entering into and executing the same, the Foundation shall provide to the County a copy of the purchase and sale agreement to acquire the Property (the "Contract") that the Foundation proposes to enter into with the then owner of the Property (the "Seller") and the County shall have approved such Contract; provided, however, that the County's review of such Contract shall be limited to: (w) evaluating the commercial reasonableness of its terms; (x) confirming that the Contract does not contain any terms or provisions inconsistent with this Agreement; (y) ensuring that the time periods, including the feasibility or inspection period, set forth in the Contract are adequate to allow the Foundation to undertake those due diligence activities required by this Agreement and to allow the Foundation to satisfy all Contingencies with the time periods established by this Agreement; and (z) verifying that the Contract provides for the deed of conveyance to the Foundation to include the Restrictive Covenants (hereinafter defined). The Manager of the Orange County Real Estate Management Division ("REM Division") is hereby authorized, on behalf of the County, to approve of the Contract pursuant to this paragraph.

(3) Title Commitment. No less than forty-five (45) days prior to the conveyance of the Property to the Foundation and the closing of the transaction contemplated by the Contract (the "Closing"), the Foundation shall deliver (or shall cause to be delivered) to the County, at no cost or expense to the County, a current title insurance commitment and a copy of all exceptions referred to therein (the "Title Commitment") issued by a Florida licensed title insurer reasonably acceptable to the County (the "Title Company"), which Title Commitment shall, upon satisfaction of the requirements specified on Schedule B, Section I, of such Title Commitment (the "Requirements"), obligate the Title Company to issue to the Foundation an ALTA title insurance policy (in the form approved for issuance in the State of Florida) insuring the Foundation's fee simple title to the Property in an amount not less than the

purchase price of the Property set forth in the Contract (the "Purchase Price"). The Manager of the Orange County Real Estate Management Division ("REM Division") is hereby authorized, on behalf of the County, to approve of the Title Commitment pursuant to this paragraph.

(4) Title Policy. At or prior to the Closing, the Foundation shall have provided (or shall have caused to be provided) to the County, at no cost or expense to the County, and the County shall have approved a "marked-up" version of the Title Commitment ("Marked-Up Commitment") that: (i) unconditionally obligates the Title Company to issue an owner's policy to the Foundation in an amount not less than the Purchase Price (the "Title Policy"); (ii) reflects that all Requirements have been satisfied or deleted; (iii) reflects that all standard exceptions contained in Section B, Section II, of the Title Commitment have been deleted; and (iv) insures the Foundation's fee simple title to the Property free and clear of all liens, claims, assessments, easements, reservations, restrictions, encumbrances, and other matters of record whatsoever, except for matters of record acceptable to the County, if any. The Manager of the REM Division is hereby authorized, on behalf of the County, to approve the Marked-Up Commitment pursuant to this paragraph.

(5) Survey. No less than thirty (30) days prior to the Closing, the Foundation shall have provided (or shall have caused to be provided) to the County, at no cost or expense to the County, a current (within three (3) months of the Closing) boundary survey of the Property (the "Survey"), and the County shall, prior to the Closing, have approved the Survey as not containing any encroachments, easements, boundary overlaps, or other matters objectionable to the County. The Survey shall: (v) be prepared by a licensed Florida registered land surveyor (the "Surveyor") in accordance with the minimum technical requirements and standards promulgated by the Florida Board of Professional Surveyor and Mappers, Chapter 5J-17, of the Florida Administrative Code, Section 472.027, Florida Statutes, and ALTA/NSPS Land Title Survey Standards; (w) include a metes and bounds legal description of the Property; (x) be in the form required by the Title Company to delete the standard survey objections in the Title Commitment; (y) show all improvements, setbacks, easements, encroachments, or overlaps on the Property and all matters affecting title which are capable of being shown on the Survey and are set forth in the Title Commitment; and (z) at a minimum, be certified to the following parties: the Foundation, the County, and the Title Company. The Manager of the REM Division, after consultation with the County Surveyor or his designee, is hereby authorized, on behalf of the County, to approve the Survey pursuant to this paragraph.

(6) Environmental Assessments. No less than forty-five (45) days prior to the Closing, the Foundation shall submit (or cause to be submitted) to the County, at no cost or expense to the County, a Phase I environmental audit of the Property (the "Phase I ESA") and the County shall have approved the Phase I ESA. The Phase I ESA shall be conducted in accordance with the requirements of the Appropriate Inquiries Final Rule, or with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-13. In the event the Phase I ESA presents a matter of concern, as determined by the County, then the Phase I ESA will not be approved by the County and, prior to the Closing, the Foundation shall submit (or cause to be submitted) to the County, at no cost or expense to the County, one or more Phase II environmental audits of the Property (the "Phase II ESAs") – or other documentation or information acceptable to the County in its sole discretion which satisfies the County's concern – and the County shall have approved the Phase II ESAs or such other

documentation or information. If any Phase II ESA is performed and reveals the likelihood of need for remediation to the Property, then the Phase II ESAs will not be approved by the County and, prior to the Closing, one of the following events shall occur: (i) the Foundation shall remediate the Property (or cause the Property to be remediated) to the County's satisfaction; or (ii) the Foundation and the County shall mutually approve a plan for the Foundation to pay the full cost of remediation, and to complete such remediation to the County's satisfaction, within a set time following the Closing. The Phase I ESA and the Phase II ESAs must be current (within six (6) months of the Closing) and expressly certified to the County for the County's use and reliance. The Manager of the Orange County Risk Management Division is hereby authorized, on behalf of the County, to approve of matters requiring the County's approval, and to furnish notices pursuant to, this paragraph.

(7) Section 286.23, Florida Statutes. The Foundation shall submit (or cause to be submitted) to the County, at no cost or expense to the County, a "Disclosure of Beneficial Interests" pursuant to Section 286.23, Florida Statutes, (an "Affidavit") executed by the Seller.

(8) Appraisals. No less than forty-five (45) days prior to the Closing, the Foundation shall submit (or cause to be submitted) to the County, at no cost or expense to the County, two (2) real estate appraisals of the Property (each, an "Appraisal" and together, the "Appraisals") and the County shall, prior to the Closing, have accepted the Appraisals. Each Appraisal shall: (w) be prepared by an MAI appraiser retained and paid for by the Foundation (the "Appraiser"), which MAI appraiser either appears on the County's list of approved appraisers maintained by the REM Division or is otherwise acceptable to the County; (x) meet the Uniform Standards of Professional Appraisal Practice and name the County as an Intended User; (y) shall report current market value of the real property based on its highest and best use; and (z) shall not consider any increase or decrease in market value due to events occurring at Pulse and shall not be based upon any extraordinary assumptions, hypothetical conditions, or special instructions, unless approved in advance by the County in writing. The County's acceptance of the Appraisals shall be evidenced by issuance of one or more review appraiser's statements, prepared by staff of the REM Division, concluding that the Appraisals meet current Uniform Standards of Professional Appraisal Practice and Orange County procedures. The Foundation acknowledges that in connection with the County's review of the Appraisals, and as a condition precedent to the REM Division's issuance of one or more review appraiser's statements, it may be necessary for the REM Division to discuss the County's questions, comments, and/or concerns on the Appraisals with the Appraisers and/or that the County may require clean-ups, corrections, and/or revisions to such Appraisals. The Foundation hereby authorizes the County to meet, discuss, and consult with the Appraisers for the foregoing purposes, and the Foundation shall be solely responsible for all costs and fees of the Appraisers. The Manager of the REM Division is hereby authorized, on behalf of the County, to approve, pursuant to this paragraph, of Appraisers not appearing on the County's list of approved appraisers maintained by the REM Division.

(9) Purchase Price Cap. The Purchase Price may not exceed the amount that is ten percent (10%) greater than the value of the Property established by the County-approved Appraisal having the higher valuation of the Property (the "Purchase Price Cap").

(10) Permissibility Analysis. Prior to the Closing, the Foundation shall have provided (or shall have caused to be provided) to the County, at no cost or expense to the County, written documentation evidencing to the County's reasonable satisfaction both: (i) that development and operation of the Museum on the Property is either permitted under any applicable land use or zoning classification or possible to be made permitted without extraordinary cost; and (ii) that there exists one or more concept plans for the development and operation of the Museum on the Property that are both financially feasible and likely able to be permitted and approved by applicable governmental authorities (taking into consideration such waivers and variances, if any, as are likely to be granted by such applicable governmental authorities). Such written documentation may, but need not necessarily, include verifications and/or certifications from the City of Orlando, Florida and/or the Foundation's engineering, land use, and/or other consultants, concerning matters such as future land use, zoning, concurrency, entitlements, and site planning.

(11) Restrictive Covenants. The deed (or all deeds, as applicable) by which the Foundation takes title to the Property must contain those covenants, conditions, restrictions, and agreements in substantially the form set forth in EXHIBIT "A" attached hereto and incorporated herein by this reference (the "Restrictive Covenants") or, alternatively, the Restrictive Covenants shall be recorded as a separate document, in form and substance reasonably acceptable to the County, immediately following such deed. The Manager of the REM Division is hereby authorized, on behalf of the County, to approve of the form and substance of any such separate documents imposing the Restrictive Covenants pursuant to this paragraph.

(12) Escrow Instruction Letter. Prior to the Closing, the Title Company, or such other closing and/or escrow agent as may be identified by the Contract, (the "Closing Agent") shall have entered into with the County a mutually acceptable escrow instruction letter containing usual and customary provisions for and restrictions on the Closing Agent's receipt, handling, and disposition of the County Acquisition Funding (hereinafter defined) at and as a part of the Closing (the "Escrow Instruction Letter"). The Manager of the REM Division is hereby authorized, on behalf of the County, to enter into such Escrow Instruction Letter with the Closing Agent pursuant to this paragraph.

(ii) Waiver of Contingencies. Any Contingency (including modifications or variations of a Contingency set forth in subsection 5.a(v) and/or 5.a(vi) concerning application of Contingencies to assemblages or Supplemental Parcels (hereinafter defined), as applicable) may be waived, lessened, or otherwise removed from this Agreement by County at any time by delivery of written notification from the County to the Foundation. If all Contingencies have not been satisfied (by the person responsible for the satisfaction of the same) or waived in writing by County on or before the earlier of (x) twenty-four (24) months of the date this Agreement is approved by Board (the "Outside Closing Date") and (y) the Foundation's acquisition of all or any portion of the Property, then County's obligation to disburse any portion of the County Contribution for Property acquisition shall terminate. The Manager of the REM Division is hereby authorized, on behalf of the County, to waive Contingencies and furnish notices pursuant to this paragraph.

(iii) Restrictive Covenants. The Restrictive Covenants, and all terms, provisions, covenants, conditions, restrictions, and agreements thereof, are incorporated into this Agreement by this reference. The Foundation's failure to comply with any of the Restrictive Covenants shall constitute a breach of this Agreement by the Foundation. The terms and provisions of this paragraph shall survive the Foundation's acquisition of the Property.

(iv) Funding of County Acquisition Funding at Closing. In the event that all of the Contingencies are satisfied or waived at or prior to the Closing, then at the Closing the County shall, in a single disbursement, remit directly to the Closing Agent an amount equal to the least of the following (such least amount being the "County Acquisition Funding"): (w) the amount that is five percent (5%) greater than the amount obtained by averaging the values of the Property established by the County-approved Appraisals; (x) the value of the Property established by the County-approved Appraisal having the higher valuation of the Property; (y) the Purchase Price; and (z) the County Contribution.

(1) Closing and Due Diligence Costs Excluded. For avoidance of doubt, County Acquisition Funding shall be applied solely to the Purchase Price, and shall not include payment of (or reimbursement to the Foundation for): (x) any closing costs or other taxes or expenses for which the Foundation may be responsible pursuant to the Contract; (y) costs and expenses associated with fulfillment of the Contingencies; and/or (z) costs and expenses otherwise incurred by the Foundation in connection with its other due diligence inspections of the Property. Without limiting the generality of the foregoing, examples of items that will not be paid from the County Acquisition Funding include: closing fees, recording fees, title search and examination fees, documentary stamp taxes, the premium for issuance of the Title Policy, attorney's fees, and the costs and expenses of obtaining the Survey, the Phase I ESA, the Phase II ESAs (if any), and/or the Appraisals.

(2) Purchase Price in Excess of County Acquisition Funding. So long as the Purchase Price does not exceed the Purchase Price Cap, nothing in this Agreement shall be construed as prohibiting the Purchase Price from exceeding the County Acquisition Funding; provided, however, that the Foundation acknowledges that such difference between the Purchase Price and the County Acquisition Funding shall be paid solely by the Foundation and shall not be paid by the County (neither from the County Contribution nor otherwise).

(3) Disposition of Deposit. For avoidance of doubt, in the event that the Foundation has posted an earnest money deposit pursuant to the Contract (the "Deposit"), nothing in this Agreement shall be construed as prohibiting the Foundation from receiving a return of the Deposit (in whole or in part) from the Closing Agent (or from the Seller, as applicable) at or following the Closing or from applying such Deposit to costs or expenses to which the County Acquisition Funding may not be applied (as described in subsection 5.a(iv)(1) of this Agreement above.

(v) Assemblage of Land. Nothing in this Agreement shall be deemed or construed as prohibiting the Foundation from acquiring the Property as an "assemblage" of multiple parcels of land (each, a "Parcel", and collectively, the "Property" as previously defined); provided, however, that in the event of such an assemblage the Contingencies shall be

satisfied, and the County Acquisition Funding disbursed, subject to the following additional terms, provisions, and/or rules of construction:

(1) Each Parcel must be contiguous with another Parcel, such that the overall Property constitutes one parcel of land without any gaps, gores, hiatuses, or overlaps between or among the Parcels; provided, however, that contiguity between Parcels shall ignore and exclude any public right-of-way lying between Parcels.

(2) The Contingencies set forth above applicable to the Contract, the Title Commitment, the Marked-Up Commitment, the Survey, the Phase I ESA, Phase II ESAs (as applicable), the Affidavit, the Appraisals, the Purchase Price Cap, and the Restrictive Covenants shall be read as applicable to each and every Parcel (as opposed to the Property as a whole), while the Contingencies set forth above applicable to permissibility analysis and the Escrow Instruction Letter shall continue to be applicable to the Property as a whole. Notwithstanding the foregoing:

A. The Closing Agent must be the same for all Parcels, and the closing of all Parcels must occur at the same time, such that the entirety of the Property is acquired by the Foundation simultaneously through such Closing Agent.

B. The Title Company, the Surveyor, the two (2) Appraisers, and the consultant preparing the Phase I ESAs (and Phase II ESAs, as applicable) shall be the same for all Parcels.

C. Each Parcel must be the subject of a Title Commitment, a Marked-Up Commitment, a Title Policy, and a Phase I ESA (and Phase II ESAs, as applicable); however, at the Foundation's option, a Title Commitment, a Marked-Up Commitment, a Title Policy, and a Phase I ESA (and Phase II ESAs, as applicable) may cover more than one Parcel (or the entirety of the Property).

D. Each appraisal shall only cover one (1) Parcel; provided, however, that if more than one (1) Parcel is the subject of any one (1) Contract with the same seller thereunder, and such Contract provides for a single purchase price to be paid by the Foundation to such seller for all Parcels under such seller's Contract, then the appraisal required hereunder may cover all of the Parcels under such Contract.

E. All Parcels shall appear in one (1) Survey, which shall (in addition to meeting all of the standards for the Survey set forth above): (x) include a metes and bounds legal description of each Parcel as well as the overall perimeter of the assembled Property; (y) contain a certification from the Surveyor that all of the Parcels are contiguous with each other, and constitute one parcel of land without any gaps, gores, hiatuses, or overlaps between or among the Parcels, such contiguity being as described in subsection 5.a.(v)(1) above; and (z) to the extent capable of being shown on the Survey, show all matters affecting title to any of the Parcels as set forth in all of the Title Commitments.

F. The aggregate amount of County Acquisition Funding to be remitted by the County directly to the Closing Agent at Closing shall be an amount equal to the lesser of: (x) the County Contribution; and the (y) the sum obtained by

adding together the individual County Parcel Funding amounts of all Parcels. As used in this paragraph, the "County Parcel Funding" for a given Parcel shall be the least of the following: (i) the amount that is five percent (5%) greater than the amount obtained by averaging the values of the Parcel established by the County-approved Appraisals; (ii) the value of the Parcel established by the County-approved Appraisal having the higher valuation of the Parcel; and (iii) the Purchase Price of the Parcel.

(vi) Supplemental Parcels. Notwithstanding the foregoing, if following the initial acquisition of the Property through the procedures described in subsections 5.a(i) through 5.a(v) above, the Foundation should identify one or more additional parcels of land that – although not being necessary to acquire to develop and operate the Museum on the Property already acquired – the Foundation believes would be beneficial or convenient to acquire in furtherance of the development and operation the Museum on the Property already acquired (each such additional parcel of land being a "Supplemental Parcel"), then the Foundation may acquire each such Supplemental Parcel in the same manner in which the Property was acquired as described above in subsections 5.a(i), 5.a(ii), and 5.a(iv), subject to the following additional terms, provisions, and/or rules of construction:

(1) In applying the provisions of subsections 5.a(i), 5.a(ii), and 5.a(iv) to the acquisition of a Supplemental Parcel, each reference in such subsections to "Property" shall be read as "Supplemental Parcel"; however, as to all references to "Property" outside of subsection 5.a, each Supplemental Parcel shall be deemed to be a part of the Property – in addition to the Property previously acquired (including, if applicable, other Supplemental Parcels previously acquired).

(2) There shall be no minimum size requirement for any Supplemental Parcel, nor any requirement that any Supplemental Parcel be contiguous with the Property (nor, if applicable, with any assemblage Parcel), nor any requirement that any Supplemental Parcel be acquired simultaneously with any Parcel or any other Supplemental Parcel.

(3) The Closing Agent, the Title Company, the Surveyor, the two (2) Appraisers, and the consultant preparing the Phase I ESAs (and Phase II ESAs, as applicable) for a Supplemental Parcel shall be the same as were used for the Property.

(4) In lieu of the "permissibility analysis" described in subsection 5.a(i)(10), prior to the closing of a Supplemental Parcel, the Foundation shall provide (or cause to be provided) to the County, at no cost or expense to the County, documentation evidencing to the County's satisfaction, in the County's sole and absolute discretion, that it would be beneficial or convenient for the Foundation to acquire such Supplemental Parcel in furtherance of the development and operation the Museum on the Property already acquired. The County Administrator of the County is hereby authorized, on behalf of the County, to make the determination, pursuant to this paragraph, as to whether or not it would be beneficial or convenient for the Foundation to acquire such Supplemental Parcel.

(5) For avoidance of doubt, in no event shall funds disbursed by the County for Property acquisition (inclusive of funds disbursed by the County for the

acquisition of Supplemental Parcels), together with funds disbursed by the County for Design Costs, exceed the County Contribution. Any acquisition of Supplemental Parcels must be completed and occur, if at all, by the Outside Closing Date.

(6) For illustrative purposes only, but to clarify the intent of this subsection concerning Supplemental Parcels, an example of lands that may qualify as a Supplemental Parcel would be lands in the general vicinity of the Property already acquired that the Foundation proposes to acquire, develop, and operate as an overflow parking lot in support of the Museum.

b. Design Costs. The Foundation may expend the remaining balance of the County Contribution in excess of the County Acquisition Funding in subsection 5.a above solely for Design Costs, with such Design Costs expenses occurring during the Term for up to one (1) year following completion of the Museum. For the avoidance of doubt, the Foundation may incur any or all of such Design Costs prior to the Closing, but shall not submit a requisition for reimbursement of such Design Costs until after the Closing and then only for the Parcel or Parcels acquired by the Foundation with the County Acquisition Funding. The Foundation shall not use any County Contribution for any Foundation staff salaries, other forms of compensation, overhead or administrative costs. Such remaining balance of the County Contribution shall be disbursed to the Foundation in one or more installments after submission of requisitions with certification from the project manager that work invoiced has been satisfactorily performed and signed by an authorized representative of the Foundation and accompanied by invoices or receipts evidencing completion of work in substantially the form attached hereto as EXHIBIT "B". All such requisitions shall be submitted to the County Administrator, with a copy to the County Comptroller at the notice addresses set forth in Section 9 hereof, no later than one (1) year following completion of the Museum. After review and approval of each requisition, the County Administrator or designee shall instruct the Comptroller to make payment within 20 business days thereafter.

c. Other Limitations on Disbursements. Notwithstanding anything else in this Agreement to the contrary: (i) for avoidance of doubt, no more than \$7,000,000 of the County Contribution shall be disbursed by the County prior to October 1, 2019; and (ii) in no event shall the aggregate amount of all disbursements for Design Costs made by the County pursuant to subsection 5.b above exceed \$4,500,000.

6. Foundation. The Foundation has represented that it has received a determination from the Internal Revenue Service that it meets the requirement of Section 501(c)(3) of the Internal Revenue Code and hereby represents that is in material compliance with the terms of such determination. The Foundation shall: (i) acquire fee simple title to the Property consistent with the terms of this Agreement, (ii) diligently proceed with fundraising efforts to secure sufficient funds to construct the Museum and provide for costs of operation and maintenance thereof; (iii) maintain its 501(c)(3) status during the term of this Agreement; (iv) diligently proceed with the design, construction and operation of the Museum in a financially responsible and commercially reasonable manner; (v) use the Property acquired with the County Contribution solely as the Museum open to the public, as contemplated under Section 125.0104, Florida Statutes; and (vi) be solely responsible for compliance and shall comply with all federal,

state and local laws ordinances, rules and regulations relating to the design, construction, funding, operation and maintenance of the Museum.

7. Foundation's Progress Reporting. Until completion of the Museum, the Foundation will provide quarterly reports to the County Administrator and Comptroller to ensure compliance with this Agreement and to report on progress in fundraising, design, construction and completion of the Museum.

8. Foundation Audit. The County and the County Comptroller (or designee) shall have the right to audit from time to time for compliance with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement, the use of the County Contribution, the acquisition of the Property, and the design and construction of the Museum, at County's expense. Such right shall extend for a period of five (5) years after completion of the Museum. The Foundation agrees to provide reasonable assistance in providing documents, materials, data, information and records to the County and the County Comptroller or designee in the performance of these audits as requested by the County Comptroller or County during the term of this Agreement and for a period of five (5) years after completion of the Museum. In those situations where records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), the County Comptroller's representatives shall be provided with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats. Such activity shall be conducted during normal business hours.

9. Notices. Any notices required or allowed hereunder shall be in writing and given by hand delivery, overnight courier service or certified mail with return receipt requested, to the addresses below, or in person with proof of delivery to the addresses below, or such other address as either party shall have specified by written notice to the other party delivered in accordance herewith:

COUNTY: Orange County Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

Comptroller: Director of Finance & Accounting
201 S. Rosalind Avenue, 4th Floor
Orlando, Florida 32801

With copies to: Orange County Fiscal & Business Services
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

Orange County Real Estate Management Division
Attn: Manager
400 E. South Street, 5th Floor
Orlando, Florida 32801

FOUNDATION: OnePULSE Foundation, Inc.
Attn: Barbara Poma
1223 E. Concord Street
Orlando, Florida 32803

With copies to: Dean, Mead, Egerton, Bloodworth,
Capouano & Bozarth, P.A.
Attn: Vicki L. Berman, Esquire
420 South Orange Avenue
Suite 700
Orlando, Florida 32801

Any such notice shall be deemed received on the date of actual receipt or refusal of such notice sent in accordance with the provisions hereof.

10. Indemnification. The Foundation agrees to defend indemnify and hold harmless the County, its officials and employees from all claims, actions, losses, suits and judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions or those of its officers, directors and employees acting within their scope of their employment or connected in any way or arising from performance under this Agreement. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party. This provision shall survive termination of this Agreement.

11. Budget and Reporting Requirements. For a period of five (5) years after completion of the Museum, as a condition of receiving funds pursuant to this Agreement the Foundation acknowledges and agrees to comply with its reporting obligations and to timely provide the following to the Comptroller and County Administrator, at their respective notice addresses listed in Section 9 hereof:

- (i) audited financial statements of the Foundation within 60 days of completion of each annual audit, and each such audit shall be completed within 180 days of the close of the Foundation's fiscal year;
- (ii) the Foundation's IRS Form-990 filing with the Internal Revenue Service, to be submitted at the time of submission to the IRS; and
- (iii) after completion of the Museum, periodic program reports regarding the attendance at the Museum and economic impact generated by the Museum and the source of that information.

At the County's or Tourist Development Council's discretion, the Foundation shall provide a presentation or presentations regarding the Museum as may be requested by the Tourist Development Council or the County.

12. Recordkeeping; Accounting. The Foundation will utilize accounting procedures and practices in the maintenance of the records of receipts and disbursements of the funds contributed by the County, as well as all its receipts and disbursement of funds, and such

procedures and practices shall be in accordance with generally accepted accounting principles. All such records shall be open to inspection and auditing by the County, the County's designee, or the County Comptroller during normal business hours during the term hereof, and for a period of ten (10) years after completion of the Museum at County's expense. Any cost incurred by the Foundation as a result of a County audit shall be the sole responsibility of and shall be borne by the Foundation.

13. Term; Termination. This Agreement shall become effective upon execution by both parties hereto and shall continue for a term until ten (10) years after completion of the Museum. This Agreement may be amended, modified or terminated at any time during the term of this Agreement by the mutual written agreement of the Parties.

14. Default by the Foundation. The occurrence of any of the following constitutes an Event of Default by the Foundation:

- (a) [INTENTIONALLY OMITTED];
- (b) [INTENTIONALLY OMITTED];
- (c) Foundation's failure to comply with the Restrictive Covenants beyond any applicable grace or cure period;
- (d) Any material representation is made by the Foundation in any communication submitted to the County in an effort to induce the disbursement of the County Contribution is determined by the County to be materially false, misleading, or incorrect;
- (e) Foundation's default in the performance of any material term or covenant of this Agreement not otherwise provided for in this section for a period of more than thirty days after its receipt of a notice of default from County provided however that if the nature of the default is such that it cannot reasonably be cured within such thirty day period then Foundation shall have a reasonable period of time to cure such default provided that it diligently undertakes and pursues such cure;
- (f) The dissolution of the Foundation;
- (g) If (i) a petition is filed by the Foundation seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, or (ii) a petition is filed against the Foundation, which is not dismissed within sixty (60) days after filing, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, or (iii) Foundation seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all of the rent, revenues, issues, earnings, profits or income of any part of the Museum, or (iv) Foundation makes any general assignment for the benefit of creditors, or (v) Foundation is Insolvent (as defined herein); or (vi) any trustee, receiver or

liquidator of Foundation or of all or any part of the Property is appointed who is not discharged within sixty (60) days after its appointment. For purposes of this paragraph, a person or entity shall be deemed to be "**Insolvent**" if they are unable to pay their debts as they become due and/or if the fair market value of their assets does not exceed their aggregate liabilities.

(h) The loss of Foundation's status under Section 501(c)(3) of the Internal Revenue Code for a period of more than thirty days after its receipt of a notice of default provided that if it is not commercially reasonable to reinstate such status within such 30 days period then the Foundation shall have a commercially reasonable period of time to cure such default provided that it diligently undertakes and pursues such cure; or

(i) The Foundation's vacating or abandoning the Property or the Museum.

In the event of a default by the Foundation under this Agreement, the County, may, at its option, exercise any one or more of the following remedies: (i) declare this Agreement terminated; or (ii) exercise any and all remedies available at law and in equity.

15. Default by the County. The following shall constitute a default by the County: The County's continued default in the performance of a material term of this Agreement including but not limited to its obligations for disbursement of the County Contribution in accordance with the requirements of this Agreement for a period of more than thirty days from its receipt of written notice of such default from the Foundation. In the event of a default by the County then the Foundation, at its option, may exercise any one or more of the following remedies: (i) declare this Agreement terminated; (ii) exercise the remedy of mandamus to require the County's performance under the terms and conditions of this Agreement; and/or (iii) pursue an action for specific performance. The Foundation hereby acknowledges and agrees that the only remedies available to the Foundation other than termination are those of mandamus and specific performance and the County shall bear no liability for direct, indirect or consequential damages.

16. 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.

17. No Assignment. The Foundation may not assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.

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 such holding.

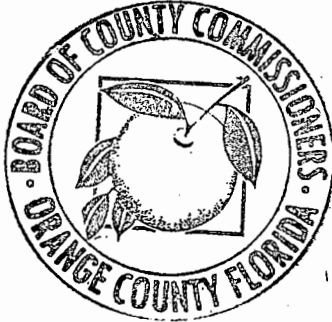
20. Governing Law; Venue. Any litigation occurring as a result of this Agreement shall be held in the courts of Orange County, Florida. This Agreement shall be governed by the laws of the State of Florida.

21. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

22. Counterparts. This Agreement may be executed in separate counterparts, all of which taken together shall be deemed to constitute one and the same instrument.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and have set their hands and seals this _____ day of OCT 30 2018, 2018.



ORANGE COUNTY, FLORIDA

BY: Board of County Commissioners

By: *Teresa Jacobs*

Teresa Jacobs

Orange County Mayor

Date: 11.2.18

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Sweet*
Deputy Clerk

OnePULSE Foundation, Inc.,
a Florida not for profit corporation

By: Barbara Poma
Barbara Poma
Chief Executive Officer

Date: 10/22/18

**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY, that on this 22 day of October, 2018, before me personally appeared Barbara Poma, Chief Exec. Officer of the OnePULSE Foundation Inc., a Florida not for profit corporation, to me known to be, or who has produced Drivers License as identification, and did (did not) take an oath, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized, and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

Witness my hand and official seal this 22 day of October, 2018.

(Notary Seal)

N. A. Parker
Notary Signature

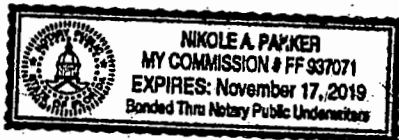


EXHIBIT A

FORM OF RESTRICTIVE COVENANTS

The conveyance of the Property herein is made by Grantor and accepted by Grantee subject to and conditioned upon the following covenants, conditions, restrictions, and agreements (collectively, the "Restrictive Covenants"), which Restrictive Covenants are made and included herein for the benefit of Orange County, a charter county and political subdivision of the State of Florida ("County") but not for the benefit of Grantor, who shall have no right of any kind to enforce these Restrictive Covenants:

1. The Property shall be used solely for a museum with associated amenities, improvements and infrastructure, including, without limitation, parking areas, open space, event space and gift shop or the like for the sale of related merchandise (collectively, the "Museum") open to the general public, in compliance with all applicable laws and Section 125.0104(5)(a)(1)(c), Florida Statutes (2018), where visitors will learn the history of the June 12, 2016 mass shooting at the Pulse nightclub in downtown Orlando, Florida, unless the prior written consent of County is obtained for other uses, which consent may be withheld or conditioned in County's sole and absolute discretion.
2. Construction of the Museum shall be complete within seven (7) years of the date of recording of this deed. As used in these Restrictive Covenants, the Museum will be deemed "Complete" when all of the following have occurred: (i) the City of Orlando, Florida, (and all other applicable governmental authorities, if any) have issued certificates of occupancy (or their equivalent) for all initially planned buildings and structures upon the Property, including but not limited to the primary museum building of not less than 1,000 square feet; (ii) the City of Orlando, Florida, (and all other applicable governmental authorities, if any) have issued certificates of completion (or their equivalent) for all site improvements upon the Property necessary to support such initially planned buildings and structures; and (iii) the Museum has commenced normal operations and opened to the general public not less than twenty (20) hours per week.
3. Once Complete, Grantee shall continuously own, use, occupy, operate, inspect, maintain, service, repair, replace, and/or reconstruct the Property (and all buildings, structures, or improvements located thereon from time to time) as and for the Museum in compliance with all applicable laws and materially consistent with generally accepted standards of practice and performance for other museums and facilities of a similar nature throughout the United States of America; provided, however, that periodic closure for weekends and holidays, repair, maintenance, renovation, restoration or the like by reason of fire or other casualty or otherwise and/or private events shall not be deemed to be a failure of this covenant.
4. Grantee shall not, neither orally nor in writing, without the prior written consent of County, which consent may be withheld or conditioned in County's sole and absolute discretion, sell, convey, alienate, transfer (including a transfer by agreement for deed or land contract), assign, or lease the Property, any part thereof, any interest therein, or any

buildings, structures, or improvements now or hereafter located thereon; provided, however, that this covenant shall not prohibit Grantee from entering into short term agreements for third-party use of "event spaces" hereafter located within the Museum and this covenant shall not prohibit Grantee from entering into agreements for third-party operation or management of portions of the Museum, such as, but not limited to, a café or other area for the provision of food or beverages or any gift shop or other area for the sale of merchandise.

5. Grantee shall not, neither orally nor in writing, without the prior written consent of County (which consent may be withheld or conditioned in County's sole and absolute discretion), create, place, record, or consent to (nor permit to be created, placed, recorded, or exist) on, against, or applicable to the Property, any part thereof, any interest therein, or any buildings, structures, or improvements now or hereafter located thereon, any further monetary or a non-monetary liens, pledges, encumbrances, mortgages, security interests, easements, restrictions, leases, agreements, or other instruments whatsoever ("Unpermitted Encumbrances"); provided, however, that this covenant shall not prohibit Grantee from granting easements or similar instruments upon the Property that contain usual and customary provisions and which are reasonably necessary for the construction, operation, or maintenance of the Museum upon the Property.
6. Grantee shall, at all times, maintain both its corporate existence as a not for profit corporation in good standing with the State of Florida and its status as an exempt organization under Section 501(c)(3) of the Internal Revenue Code.
7. County is deemed an express third-party beneficiary with full enforcement rights with respect to these Restrictive Covenants. These Restrictive Covenants may not be amended or altered without the express written consent of County.
8. In the event of a breach or default by Grantee of any of these Restrictive Covenants, which continues for more than thirty (30) days following the date of written notice of such breach or default by Grantee from County, provided, however, that if the nature of the breach or default is such that it cannot reasonably be cured within such thirty (30) day period, then Foundation shall have a reasonable period of time to cure such breach or default provided that it diligently undertakes and pursues such cure, County shall be entitled to full and adequate relief by any and all remedies permitted at law or in equity, including without limitation award of damages, injunction, and specific performance. Any remedies specifically provided by these Restrictive Covenants shall be cumulative with and in addition to all other remedies permitted at law or in equity.
9. In the event of a breach or default by Grantee of any of these Restrictive Covenants, which continues for more than thirty (30) days following the date of written notice of such breach or default by Grantee from County, provided, however, that if the nature of the breach or default is such that it cannot reasonably be cured within such thirty (30) day period, then Foundation shall have a reasonable period of time to cure such breach or default provided that it diligently undertakes and pursues such cure, then Grantee shall, within ninety (90) days after receipt of written notice from County requesting the same, convey to County by special warranty deed all of Grantee's rights, titles, and interests in

and to the Property, and in and to any and all buildings, structures, improvements, and fixtures at such time located thereon, (collectively, the "Grantee Interests") with such conveyance "as is", but subject to representations and warranties that Grantee then owns the Grantee Interests in fee simple, that Grantee has the right to convey title to the Grantee Interests to County, and the Grantee Interests is free and clear of any and all encumbrances which were not in effect as of the date of Grantee's acquisition of the Grantee Interests and which render title unmarketable or which materially and adversely impact the value of the Property. Grantee shall pay any and all costs and expenses, including costs of recording the special warranty deed, incurred by either County or Grantee in connection with the conveyance of the Grantee Interests to County. The remedy provided to County by this paragraph is cumulative with and in addition to all other remedies provided by these Restrictive Covenants and/or permitted at law or in equity. In the event that County elects to exercise the remedy provided to County by this paragraph, Grantee shall remove all of its personal property from the Grantee Interests prior to conveyance; any personal property of Grantee not removed from the Grantee Interests prior to conveyance shall become the property of County upon the conveyance of the Grantee Interests to County. For avoidance of doubt, upon a breach or default by Grantee of any of these Restrictive Covenants, County may (but shall not be obligated to) exercise the remedy provided to County by this paragraph.

10. In connection with any dispute arising out of these Restrictive Covenants, or the breach, enforcement, or interpretation of these Restrictive Covenants (regardless of whether such dispute results in mediation, arbitration, litigation, or none of the above), each party and person shall bear the cost of its own attorney's, paralegal, expert, and court fees and costs at trial, retrial, on appeal, at hearings and rehearings, and in all administrative, bankruptcy, and reorganization proceedings. Venue for any action, suit, or proceeding brought to enforce compliance with these Restrictive Covenants shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party and person hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.
11. These Restrictive Covenants shall run with title to the Property, and shall be binding upon successors and assigns of Grantee. Any transferee of any portion of the Property (regardless of whether such transferee is permitted or unpermitted under these Restrictive Covenants) shall automatically be deemed, by acceptance of the title to any portion of the Property, to have assumed all duties and obligations of these Restrictive Covenants relating thereto.
12. Grantee hereby acknowledges and agrees that Grantee's agreement to accept title to the Property subject to and conditioned upon these Restrictive Covenants is made for good and valuable consideration of County, the receipt and sufficiency of which is hereby acknowledged. Without limiting the generality of the foregoing, Grantee acknowledges that County has provided all, or a substantial portion of, the funding necessary to acquire the Property conveyed hereby.

EXHIBIT B
FORM OF DESIGN COST REQUISITION
PULSE MUSEUM

Date: _____

TO: Orange County Administrator
Orange County Comptroller

The undersigned hereby requests pursuant to the Agreement between Orange County, Florida and OnePULSE Foundation, Inc. regarding the Pulse Museum TDT Funding dated _____, 2018 (the "Agreement") that the following amounts be disbursed to the Foundation for the following expenses :

Name of Vendor	Nature of Disbursement	Vendor Invoice Number	Amount
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The undersigned does hereby certify to the County that as of the date hereof: 1) there is no existing breach of the Agreement; 2) the above listed items are properly included as authorized design and architectural costs of the Museum as set forth in the Agreement; 3) attached hereto are invoices for the costs requested hereby; 4) that the inspecting architect or engineer has made an inspection of and approved the work completed as represented in this requisition; 5) all work being designed is in accordance with land use restriction agreements, covenants, restrictions, codes or ordinances affecting the site of the Museum; 6) the above listed items do not include any amounts for Foundation staff salaries, other forms of compensation, overhead or administrative costs; and 7) the work for which payment is being requested above has been performed, payment for the work remains unpaid and there has been no previous request and disbursement from the County Contribution, as defined in the Agreement for payment of the work.

By: _____
Authorized Representative