



City of Tampa

Jane Castor, Mayor

Community Redevelopment Department


Erica Moody, CRA Director

306 E. Jackson Street 2N

Tampa, Florida 33602

Office (813) 274-3284

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DATE: September 14, 2023
TO: Honorable Chair Gwendolyn Henderson and Members of the CRA Board
FROM: Erica Moody, Community Redevelopment Agency Director 
SUBJECT: Walk-On Agenda Item: Straz Funding Agreement and Resolution

On October 14, 2021, the CRA adopted CRA Resolution No. 2021-24 approving “The Straz Performing Arts Center Funding and Construction Agreement” between the City and the Straz also dated October 14, 2021. The Agreement established the terms and conditions under which the CRA was willing to provide \$25,000,000 in financial assistance to the Straz in connection with the proposed alterations and additions to the Existing Performing Arts Center.

The Agreement required the Straz to satisfy certain “Conditions Precedent” as more particularly described in said Agreement on or before October 1, 2023. Straz has requested that the CRA extend the Conditions Precedent Satisfaction Date from October 1, 2023, until December 1, 2023. The purpose of the 60-day extension is to stay within contractual requirements and to allow the Straz to return before the CRA Board on November 9th to provide a project update.

Attachments:

- 1) Amendment to Straz Agreement
- 2) CRA Resolution – Straz Agreement

CC: Shirley Foxx-Knowles, City Clerk
Morris Massey, CRA Attorney
Alis Drumgo, Deputy Administrator for Development and Economic Opportunity 

CRA RESOLUTION NO. 2023- _____

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA, FLORIDA, APPROVING AN AMENDMENT TO THE STRAZ PERFORMING ARTS CENTER FUNDING AND CONSTRUCTION AGREEMENT BY, BETWEEN AND AMONG THE TAMPA BAY PERFORMING ARTS CENTER, INC., TAMPA BAY PERFORMING ARTS CENTER FOUNDATION, INC., AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA, FLORIDA, PROVIDING A \$25,000,000.00 GRANT FOR RENOVATIONS OF AND IMPROVEMENTS TO THE STRAZ PERFORMING ARTS CENTER LOCATED AT 1010 NORTH MACINNES PLACE, TAMPA, FLORIDA; EXTENDING THE CONDITIONS PRECEDENT SATISFACTION DATE FROM OCTOBER 1, 2023, TO DECEMBER 1, 2023; AUTHORIZING EXECUTION THEREOF BY THE CHAIR OF SAID COMMUNITY REDEVELOPMENT AGENCY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida (the “City”), and the Tampa Bay Performing Arts Center, Inc., a Florida not for profit corporation (“TBPAC”), entered into that certain Operation of Arts Facility and Lease Agreement dated January 31, 1984, as amended by that certain First Amendment to Lease Agreement dated as of March 17, 2014, also by and between the City and the TBPAC (collectively, the “Lease Agreement”), which provides, in part, for the lease of certain land described therein (the “Land”) for the purpose of constructing and operating the existing performing “Arts Facility” and complimentary appurtenances for the promotion, presentation and cultural enhancement of the performing arts for the general public in the Tampa area located at 1010 MacInnes Place in the City of Tampa, Florida (the “Existing Performing Arts Center”); and

WHEREAS, the Land, on which the Existing Performing Arts Center is situated is also located within the boundaries of the Downtown Community Redevelopment Area (the “Community Redevelopment Area”); and

WHEREAS, the Lease Agreement allows the TBPAC to make alterations, additions or improvements to the “Premises”, as defined in the Lease Agreement, with the written consent of the City, which shall not be unreasonably withheld; and

WHEREAS, the TBPAC and the Tampa Bay Performing Arts Center Foundation, Inc. (TBPAC and the Tampa Bay Performing Arts Center, Inc., are collectively referred to herein as the “Straz”) previously proposed making significant alterations and additions to the Existing Performing Arts Center and requested \$25,000,000.00 in financial assistance from the CRA in achieving such alterations and additions; and

WHEREAS, on or about October 14, 2021, the CRA adopted CRA Resolution No. 2021-24 approving “The Straz Performing Arts Center Funding and Construction Agreement” by, between and among the City and the Straz also dated October 14, 2021 (the “Agreement”), which Agreement established the terms and conditions under which the CRA was willing to provide \$25,000,000 in financial assistance to the Straz in connection with the proposed alterations and additions to the Existing Performing Arts Center (the “Proposed Project”); and

WHEREAS, the Agreement required the Straz to satisfy certain “Conditions Precedent” as more particularly described in said Agreement on or before October 1, 2023 (the “Conditions Precedent Satisfaction Date”); and

WHEREAS, the Straz has requested that the CRA extend the Conditions Precedent Satisfaction Date from October 1, 2023, until December 1, 2023.

NOW, THEREFORE,

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF TAMPA, FLORIDA:

Section 1. That the “Amendment to The Straz Performing Arts Center Funding and Construction Agreement” by, between and among the Community Redevelopment Agency of the City of Tampa, Florida, the Tampa Bay Performing Arts Center, Inc., and the Tampa Bay Performing Arts Center Foundation, Inc., is hereby approved in the form attached to this Resolution or in substantially similar form.

Section 2. That the Chair of the Community Redevelopment Agency of the City of Tampa, Florida, is authorized and empowered to execute, and the Secretary to attest the “Amendment to The Straz Performing Arts Center Funding and Construction Agreement” in the form of the copy attached hereto or in substantially similar form.

Section 3. That the proper officers of the City and CRA are authorized to do all things necessary and proper to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF TAMPA, FLORIDA, ON _____

ATTEST:

SECRETARY/ASSISTANT SECRETARY

GWENDOLYN HENDERSON,
CHAIR, COMMUNITY
REDEVELOPMENT AGENCY OF
THE CITY OF TAMPA, FLORIDA TO

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Morris Massey (E/S)

MORRIS MASSEY
DEPUTY CITY ATTORNEY

**AMENDMENT TO THE STRAZ PERFORMING ARTS CENTER
FUNDING AND CONSTRUCTION AGREEMENT**

THIS AMENDMENT TO THE STRAZ PERFORMING ARTS CENTER FUNDING AND CONSTRUCTION AGREEMENT (“Amendment”) is made and entered into as of this ___ day of September, 2023, by, between and among the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (the “CRA”), whose address for purposes hereof is 306 E. Jackson Street, 2nd Floor North, Tampa, Florida 33602, the TAMPA BAY PERFORMING ARTS CENTER, INC., a Florida not-for-profit corporation (the “TBPAC”), whose address is 1010 N. MacInnes Place, Tampa, Florida 33602 and TAMPA BAY PERFORMING ARTS CENTER FOUNDATION, INC., a Florida not-for-profit corporation (the “Foundation”), whose address is 1010 N. MacInnes Place, Tampa, Florida 33602 (TBPAC and the Foundation are collectively referred to herein as the “Straz”).

WITNESSETH:

WHEREAS, the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida (the “City”), and the TBPAC entered into that certain Operation of Arts Facility and Lease Agreement dated January 31, 1984, as amended by that certain First Amendment to Lease Agreement dated as of March 17, 2014, also by and between the City and the TBPAC (collectively, the “Lease Agreement”), which provides, in part, for the lease of certain land described therein (the “Land”) for the purpose of constructing and operating the existing performing “Arts Facility” and complimentary appurtenances for the promotion, presentation and cultural enhancement of the performing arts for the general public in the Tampa area located at 1010 MacInnes Place in the City of Tampa, Florida (the “Existing Performing Arts Center”); and

WHEREAS, the Land, on which the Existing Performing Arts Center is situated is also located within the boundaries of the Downtown Community Redevelopment Area (the “Community Redevelopment Area”); and

WHEREAS, the Lease Agreement allows the TBPAC to make alterations, additions or improvements to the “Premises”, as defined in the Lease Agreement, with the written consent of the City, which shall not be unreasonably withheld; and

WHEREAS, the Straz previously proposed making significant alterations and additions to the Existing Performing Arts Center and requested \$25,000,000.00 in financial assistance from the CRA in achieving such alterations and additions; and

WHEREAS, on or about October 14, 2021, the CRA adopted CRA Resolution No. 2021-24 approving “The Straz Performing Arts Center Funding and Construction Agreement” by, between and among the City and the Straz also dated October 14, 2021 (the “Agreement”), which Agreement established the terms and conditions under which the CRA was willing to provide \$25,000,000 in financial assistance to the Straz in connection with the proposed alterations and additions to the Existing Performing Arts Center (the “Proposed Project”); and

WHEREAS, the Agreement required the Straz to satisfy certain “Conditions Precedent” as more particularly described in said Agreement on or before October 1, 2023 (the “Conditions Precedent Satisfaction Date”); and

WHEREAS, the Straz has requested that the CRA extend the Conditions Precedent Satisfaction Date from October 1, 2023, until December 1, 2023.

AMENDMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are true and correct and are incorporated herein by this reference, and for the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CRA, TBPAC and the Foundation hereby agree to amend the Agreement as follows:

1. The “Conditions Precedent Satisfaction Date” as defined in Section 3.1 of the Agreement is hereby extended from October 1, 2023, to December 1, 2023. Without limiting the foregoing provision, all references in the Agreement to “October 1, 2023,” as the “Conditions Precedent Satisfaction Date” are hereby amended to read “December 1, 2023”.

2. Except for the change, amendment or modification to the Agreement contained in Section 1 hereof, the CRA, TBPAC and the Foundation hereby reaffirm, confirm and agree to all other terms and conditions contained in the Agreement without further change or modification as if fully set forth herein. Without limiting the foregoing provision, all capitalized terms contained in this Amendment shall have the same meaning as set forth in the Agreement unless expressly defined otherwise in this Amendment.

3. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. Each party may also rely on an emailed-PDF execution of this Amendment by any other party.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.
THE SIGNATURE PAGE FOLLOWS.]

EXECUTED by the parties hereto as of the date first above written.

COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF TAMPA, FLORIDA

ATTEST:

CRA SECRETARY

GWENDOLYN HENDERSON, CRA CHAIR

Approved as to Form & Legal Sufficiency:

Morris Massey, Deputy City Attorney

TAMPA BAY PERFORMING ARTS CENTER, INC., a
Florida not for profit corporation,

By: _____

Name: _____
(Print or Type Name)

Title: _____

TAMPA BAY PERFORMING ARTS CENTER
FOUNDATION, INC., a Florida not for profit
corporation,

By: _____

Name: _____
(Print or Type Name)

Title: _____

CRA RESOLUTION NO. 2021- 24

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA, FLORIDA, APPROVING THE STRAZ PERFORMING ARTS CENTER FUNDING AND CONSTRUCTION AGREEMENT BY, BETWEEN AND AMONG THE TAMPA BAY PERFORMING ARTS CENTER, INC., TAMPA BAY PERFORMING ARTS CENTER FOUNDATION, INC., AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA, FLORIDA, AND PROVIDING UP TO \$25,000,000.00 FOR RENOVATIONS OF AND IMPROVEMENTS TO THE STRAZ PERFORMING ARTS CENTER LOCATED AT 1010 NORTH MACINNES PLACE, TAMPA, FLORIDA; AUTHORIZING EXECUTION THEREOF BY THE CHAIR OF SAID COMMUNITY REDEVELOPMENT AGENCY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tampa Bay Performing Arts Center, Inc., and the Tampa Bay Performing Arts Center Foundation, Inc., have proposed to make major improvements to and renovations of the existing Straz Performing Arts Center located at 1010 North MacInnes Place within the boundaries of the Downtown Community Redevelopment Area(s); and

WHEREAS, the adopted Community Redevelopment Plan for the Downtown Community Redevelopment Area specifically identifies the creation and development of a cultural arts district in the vicinity of the Straz Performing Arts Center is an approved community redevelopment project and that the Agency will assist in financing of cultural arts projects within the Cultural Arts District; and

WHEREAS, the Tampa Bay Performing Arts Center, Inc. and the Tampa Bay Performing Arts Center Foundation, Inc., have requested the Agency's financial assistance in connection with funding the construction of the proposed renovations of and improvements to the Straz Performing Arts Center (the "Project"); and

WHEREAS, the Agency is willing to provide up to \$25,000,000.00 in Tax Increment Funds ("TIF") from the Downtown Community Redevelopment Area(s) over 5-years commencing in Fiscal Year 2023 for the Project subject to certain conditions and requirements as more particularly set forth in "The Straz Performing Arts Center Funding and Construction Agreement", a true and correct copy of which is attached hereto and is incorporated herein by this reference.

NOW, THEREFORE,

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF TAMPA, FLORIDA:

Section 1. That "The Straz Performing Arts Center Funding and Construction Agreement" by, between and among the Community Redevelopment Agency of the City of Tampa, Florida, the Tampa Bay Performing Arts Center, Inc., and the Tampa Bay Performing Arts Center Foundation, Inc., is hereby approved in the form attached to this Resolution or in substantially similar form.

Section 2. That the Chairman of the Community Redevelopment Agency of the City of Tampa, Florida, is authorized and empowered to execute, and the Secretary to attest The Straz Performing Arts Center Funding and Construction Agreement in the form of the copy attached hereto or in substantially similar form.

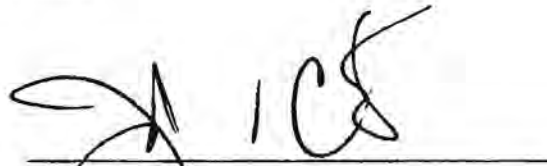
Section 3. That TIF funds not to exceed \$25,000,000.00 shall be paid by the Downtown Community Redevelopment Area Funds in accordance with and subject to the terms and conditions contained in The Straz Performing Arts Center Funding and Construction Agreement.

Section 4. That the proper officers of the City and CRA are authorized to do all things necessary and proper to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF
TAMPA, FLORIDA, ON October 14, 2021

ATTEST:


SECRETARY/ASSISTANT SECRETARY



JOSEPH CITRO,
CHAIR, COMMUNITY REDEVELOPMENT
AGENCY OF
THE CITY OF TAMPA, FLORIDA

PREPARED BY AND APPROVED
AS TO LEGAL SUFFICIENCY:

Morris Massey (E/S)
MORRIS MASSEY
DEPUTY CITY ATTORNEY

**THE STRAZ PERFORMING ARTS CENTER
FUNDING AND CONSTRUCTION AGREEMENT**

THIS STRAZ PERFORMING ARTS CENTER FUNDING AND CONSTRUCTION AGREEMENT ("Agreement") is made and entered into this 14th day of Oct, 2021, by, between and among the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (the "CRA"), whose address for purposes hereof is 306 E. Jackson Street, 2nd Floor North, Tampa, Florida 33602, the TAMPA BAY PERFORMING ARTS CENTER, INC., a Florida not-for-profit corporation (the "TBPAC"), whose address is 1010 N. MacInnes Place, Tampa, Florida 33602 and TAMPA BAY PERFORMING ARTS CENTER FOUNDATION, INC., a Florida not-for-profit corporation (the "Foundation"), whose address is 1010 N. MacInnes Place, Tampa, Florida 33602 (TBPAC and the Foundation are collectively referred to herein as the "Straz").

WITNESSETH:

WHEREAS, the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), and the TBPAC entered into that certain Operation of Arts Facility and Lease Agreement dated January 31, 1984, as amended by that certain First Amendment to Lease Agreement dated as of March 17, 2014, also by and between the City and the TBPAC (collectively, the "Lease Agreement"), which provides, in part, for the lease of certain land described therein (the "Land") for the purpose of constructing and operating the existing performing "Arts Facility" and complimentary appurtenances for the promotion, presentation and cultural enhancement of the performing arts for the general public in the Tampa area located at 1010 MacInnes Place in the City of Tampa, Florida (the "Existing Performing Arts Center"); and

WHEREAS, the Lease Agreement allows the TBPAC to make alterations, additions or improvements to the "Premises", as defined in the Lease Agreement, with the written consent of the City, which shall not be unreasonably withheld; and

WHEREAS, the Straz is proposing to make significant alterations and additions to the Existing Performing Arts Center as more particularly described in Exhibit A attached hereto and made a part hereof by this reference (the "Proposed Project"); and

WHEREAS, the Land, on which the Existing Performing Arts Center is currently, and the Proposed Project will be situated, is also located within the boundaries of the Downtown Community Redevelopment Area (the "Community Redevelopment Area"); and

WHEREAS, the Straz has requested financial assistance from the CRA in connection with the construction of the Proposed Project; and

WHEREAS, subject to the terms and conditions of this Agreement, the CRA is willing to provide financial assistance to the Straz in connection with the construction of the Proposed Project; and

WHEREAS, the purpose of this Agreement is to detail the respective responsibilities and obligations of the CRA, TBPAC and the Foundation relating to the funding of the construction and completion of the Proposed Project.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CRA, TBPAC and the Foundation hereby agree as follows:

Article 1 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings indicated:

(a) Architect: The architect or architectural firm selected by the Straz to prepare the architectural drawings and specifications for the Proposed Project, who is subject to the prior review and approval of the CRA as provided in Section 3.1, below. The Architect must be properly licensed as such by the State of Florida and all appropriate professional and regulatory agencies, and must enter into a contract with the TBPAC or the Straz for providing all architectural services required in connection with the Proposed Project including, without limitation, the requirements contained in this Agreement.

(b) Community Benefits Agreement: An agreement between the TBPAC or the Straz and an eligible "Community Organization" as defined in the CRA's "Community Benefits Agreement Policy for Major Projects", which agreement has been negotiated in accordance with and provides for one or more "Community Benefits" as also described in the CRA's "Community Benefits Agreement Policy for Major Projects". A true and accurate copy of the CRA's "Community Benefits Agreement Policy for Major Projects" is attached hereto as Exhibit B and is incorporated herein by this reference.

(c) Completion Deposit: The amount equal to the difference between the amount which the Independent Supervising Architect [as defined in Paragraph 1.1(o)] from time to time reasonably determines to be necessary to pay all costs needed to complete the Improvements (including any approved Plan Changes [as defined in Paragraph 1.1(u)]) and the total remaining CRA Funds [as defined in Paragraph 1.1(g)] and the Straz Funds [as defined in Paragraph 1.1(w)].

(d) Completion of Improvements: Lien-free completion of the Improvements constituting the Proposed Project in accordance with the Plans [as defined in Paragraph 1.1(t)], such completion being evidenced to the reasonable satisfaction of the CRA by compliance with all applicable legal requirements authorizing occupancy and use of the Improvements, including all necessary certificates of occupancy (or their equivalent), a certificate from the Architect or the Independent Supervising Architect [as defined in Paragraph 1.1(o)] (whichever is required by the CRA) that the Improvements

have been completed in substantial accordance and compliance with the Plans, an Affidavit and full release of liens in recordable form from the General Contractor [as defined in Paragraph 1.1(i)] and, upon request of the CRA, any other contractors or subcontractors who have performed work on, or furnished materials for the Improvements.

(f) Construction Contract: The Construction Contract is the contract or agreement by and between the TBPAC or the Straz and the General Contractor [as defined in Paragraph 1.1 (i)]. The Construction Contract shall be subject to the prior review and approval of the CRA as provided in Section 3.1 below and must comply with all requirements contained in this Agreement. Without limiting the foregoing, the Construction Contract shall, among other things, require the posting of an unconditional payment bond in the full amount of the Construction Contract in accordance with Section 713.23, *Florida Statutes*, and shall include the minimum insurance requirements contained in Exhibit C to this Agreement.

(g) CRA Funds: Subject to the terms hereof, the sole financial contribution of the CRA shall be tax increment revenues deposited in the trust fund for the Community Redevelopment Areas in accordance with the schedule attached hereto as Exhibit D for a total amount not to exceed the lesser of 50% of the Hard Costs [as defined in Paragraph 1.1(l) below] required to construct the Improvements [as defined in Paragraph 1.1(m)], or Twenty-Five Million and No/100ths Dollars (\$25,000,000.00), subject to being decreased for any out-pocket expenses or costs incurred by the CRA in connection with this Agreement or the Proposed Project or as otherwise provided in this Agreement.

(h) Event of Default: Any happening or occurrence described in Article 9 and/or Article 11 below.

(i) General Contractor: A properly licensed and experienced general contractor selected and engaged by the TBPAC or the Straz to serve as the general contractor and/or construction manager to construct the Improvements constituting the Proposed Project or any part thereof. In the selection of the General Contractor, the TBPAC or the Straz shall comply, and require that the selected General Contractor comply with both the women and minority business enterprise (“WMBE”) and small local business enterprise (“SLBE”) requirements contained in Chapter 26.5 of the City Code. The General Contractor shall also be subject to the prior reasonable review and reasonable approval of the CRA as provided in Sections 3.1 and other requirement contained herein. Such review and decision will take place within ten (10) business days of written submission from TBPAC or the Straz to the CRA. For purposes hereof, “business days” are days when the offices of the City and CRA are open to the general public during normal working hours, it being understood that weekends and City holidays are expressly excluded.

(j) Governmental Authority: Any and all courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental unit (federal state, county, district, municipal, city or otherwise) whether now or hereafter in existence.

(k) Guaranty(ies): That or those instruments or agreements of guaranty, guaranty and completion, or otherwise (individually and/or collectively, as the context may require), now or hereafter in effect, from one or more guarantors (“Guarantor(s)”) in favor of the CRA or one or more financial institutions providing a loan in connection with the Proposed Project or otherwise constituting part of the Indebtedness [as defined in Paragraph 1.1(n)] guaranteeing the Completion of Improvements.

(l) Hard Costs: All costs required to be paid to the General Contractor or to a third party (other than the TBPAC or the Foundation or any affiliate of either) for labor, time and materials contemplated or set forth in the Construction Contract for the completion of all Improvements constituting the Proposed Project including any and all work to be performed by any of the subcontractors. Additional Hard Costs associated with Plan Changes [as defined in Paragraph 1.1(u)] shall be paid exclusively by the TBPAC and/or the Foundation.

(m) Improvements: The improvements described in the Plans as defined in Paragraph 1.1 (t) and included in the scope of the Construction Contract as may be modified by permitted Plan Changes as defined in Paragraph 1.1(u), and also being generally described as the “Proposed Project”.

(n) Indebtedness: The principal of, interest on and all other amounts, payments and premiums due under any note, mortgage or credit facility and any and all other documents now or hereafter executed by the TBPAC, the Foundation or any other person or party on behalf of TBPAC and/or the Foundation in connection with any loan, mortgage or credit facility obtained by TBPAC and/or the Foundation to provide the TBPAC Funds.

(o) Independent Supervising Architect: An architect selected, engaged and retained by the CRA, as deemed necessary by the CRA in its sole opinion, to supervise construction of and inspect the Improvements on behalf of the CRA. The Independent Supervising Architect may be the City Architect if agreed to by the CRA and the City.

(p) Land: The real estate or interest therein identified as the Premises in the Lease Agreement.

(q) Lease Agreement: That certain Lease Agreement between the City and TBPAC dated January 31, 1984 as amended by that certain First Amendment to Lease Agreement dated as of March 17, 2014 providing for the lease of the Land and other matters relating to the construction and operation of the performing “Arts Facility”.

(r) Commitment(s)/Loan Commitment(s): One or more agreements, if any, between TBPAC and/or the Foundation and either: (i) an individual or other entity agreeing to make a charitable donation for the construction of the project; or (ii) an agreement with a financial institution or lender (“Lender”) acceptable to the CRA

providing for a portion of the Straz Funds [as defined in Paragraph 1.1(w)] upon terms and conditions acceptable to the CRA and available for use to pay for the Completion of Improvements [as defined in Paragraph 1.1(m)] (also defined herein as "Loan Commitment"). If there is no Commitment currently in effect or if a Commitment is executed after the date of this Agreement, then the provisions of this Agreement pertaining thereto shall become effective at such time as there is such an effective Commitment.

(s) Obligations: Any and all of the covenants, warranties, representations and other obligations made or undertaken by the TBPAC, the Foundation or both of them, or any Guarantor or any other person or party set forth in any Commitment, or any or all other documents now or hereafter executed by the TBPAC, the Foundation or any Guarantor or any other party or person in connection with any loan(s) provided to insure payment of the Straz Funds for construction of the Improvements.

(t) Plans: Any and all contracts and agreements, written or oral, between Architect and TBPAC or the Foundation or both, together with the final plans and specifications, shop drawings and other technical descriptions prepared, for the construction of the Improvements, a true and correct original counterpart of all of which shall be delivered to the CRA.

(u) Plan Changes: Any material modifications, amendments or changes to the Plans, including change orders, made by or on behalf of the TBPAC and/or the Foundation after the Plans have been submitted to and approved by the CRA.

(v) Soft Costs: All costs, fees and expenses due to the Architect, any engineering fees, construction management fees, plan review fees, permit fees, contingency deposits, insurance premiums, costs or fees due for survey or geotechnical services, insurance premiums, the cost of required bonds, fees for owner's representative services or monitoring, allowances and costs for furniture, furnishing and equipment (commonly referred to as "FF&E"), any internal costs or fees incurred by either the TBPAC or the Foundation (including, without limitation, any salary or overtime incurred by an employee of either the TBPAC or the Foundation), and all other costs or fees not related to the actual construction of the Improvements, or which would otherwise be generally considered "Soft Costs".

(w) Straz Funds: All funds necessary for Completion of the Improvements constituting the Proposed Project, less the CRA Funds, including, without limitation: (i) the amount by which the Construction Contract and all other Hard Costs required to complete the Proposed Project exceeds the CRA Funds; (ii) the cost of any Plan Change, as defined herein; (iii) the Completion Deposit due (if any required by the CRA); and (iv) any and all Soft Costs [as defined in Paragraph 1.1(v)] associated with the planning, permitting, construction, completion and furnishing of the Proposed Project.

Article 2
FINDINGS OF COMPLIANCE WITH
THE COMMUNITY REDEVELOPMENT ACT AND COMMUNITY
REDEVELOPMENT PLAN

2.1 Compliance with the Florida Community Redevelopment Act and Community Redevelopment Plan:

(a) Section 163.387(6)(c), *Florida Statutes*, states that the annual budget of a community redevelopment agency may provide for the payment of expenses that are necessary to exercise the powers granted under Section 163.370, *Florida Statutes*, as delegated to a community redevelopment agency. Section 163.370(2)(c)6, *Florida Statutes*, provides that, if delegated, a community redevelopment agency may carry out plans for a program of voluntary or compulsory repair or rehabilitation of buildings and other improvements in accordance with the community redevelopment plan. The City has delegated the powers granted to it in Section 163.370, *Florida Statutes*, to the CRA.

(b) The adopted Community Redevelopment Plan for the Downtown Community Redevelopment Area specifically identifies the creation of Cultural Arts District as an approved community redevelopment project. The Cultural Arts District identified in the Community Redevelopment Plan includes the Land on which both the Existing Performing Arts Center is, and the Proposed Project will be located. In addition, the Community Redevelopment Plan states that: (i) one of the goals of the Cultural Arts District is to locate one or more major cultural facilities in the Cultural Arts District; and (ii) the CRA will secure or assist in the financing of cultural arts projects within the Cultural Arts District.

(c) Based on the foregoing statements contained in paragraphs 2.1(a) and 2.1(b) above, which are true and correct, the CRA and the Straz agree and confirm that this Agreement is in compliance with both the Florida Community Redevelopment Act, as amended, and the adopted Community Redevelopment Plan for the Downtown Non-Core Community Redevelopment Area. It is also agreed that the expenditure of funds in connection with the Proposed Project is a proper expenditure of public funds since the purpose of both the Existing Performing Arts Center and the Proposed Project is to promote, present and enhance the performing arts for the benefit of the general public in the City of Tampa and the Tampa Bay region.

Article 3
CONDITIONS PRECEDENT TO
CRA'S OBLIGATIONS UNDER THIS AGREEMENT

3.1 Conditions Precedent: Notwithstanding any provision herein to the contrary, the CRA's obligation to expend any CRA Funds for the construction of any Improvements constituting the Proposed Project is contingent upon satisfaction of each and every of the following "Conditions Precedent" being satisfied on or before the earlier of when building permits are issued by the City for the Proposed Project or October 1, 2023 (the "Conditions Precedent Satisfaction Date"):

(a) Submission of the final, detailed Plans for the Improvements by the Straz to the CRA, and approval of the same by the CRA, which approval shall not be unreasonably withheld, delayed or denied so long as the Plans are consistent with the description and scope of the Proposed Project as set forth in Exhibit A to this Agreement and the approved budget for the Proposed Project;

(b) Submission of the final, detailed Plans for the Improvements by the Straz to the City, and approval of the same by the City as required by the Lease Agreement.

(c) Submission of the Construction Contract to the CRA duly executed by the General Contractor and the TBPAC or the Straz, and approval of the same by the CRA, which approval shall not be unreasonably withheld, delayed or denied so long as the Construction Contract and the General Contractor are consistent with the terms, conditions and requirements contained in this Agreement;

(d) A certificate from the Architect and, if the CRA elects, the Independent Supervising Architect, stating that the Plans have been reviewed by him, her or them and that he, she or they have no knowledge that would cause he, she or them to believe that the Construction Contract does not satisfactorily provide for the Completion of the Improvements;

(e) Submission of the final budget for the Proposed Project to the CRA, and approval of the same by the CRA, which approval shall not be unreasonably withheld, delayed or denied so long as the CRA Funds together with the Straz Funds currently on hand together with firm charitable donation commitments and Loan Commitment(s) are sufficient to fund the construction of the Proposed Project, it being understood that the final budget shall be based on and reflect the approved Plans, Construction Contract, any other Hard Costs for the construction of the Improvements, together with fees and expenses considered Soft Costs associated with the Proposed Project;

(f) Submission of a fundraising plan by the Straz to the CRA, and approval of the same by the CRA, evidencing the Straz's plan and ability to raise a minimum of \$75,000,000.00 to be used in connection with the Proposed Project and increasing the endowment of the Straz for the long-term operation and maintenance of the Existing Performing Arts Center and Proposed Project located on the Land;

(g) Evidence satisfactory to the CRA that the Straz has cash on hand or Commitments from donors (other than the CRA) acceptable to the CRA, to immediately cover at least \$25,000,000.00 of the Hard Costs and Soft Costs associated with the construction of the Proposed Project, it being expressly understood that an acceptable Commitment from a donor for purposes of this condition precedent must be, at a minimum, a legally enforceable written agreement to charitably donate (not loan) a specific amount of money to be used to pay Hard Costs or Soft Costs associated with the Proposed Project, executed by the donor and providing for a payment schedule of the donation in a manner that the design and construction of the Proposed Project can be fully funded and completed as provided in the Construction Contract given the scheduled disbursement of the CRA Funds as provided in **Exhibit D** to this Agreement;

(h) Evidence that the Straz has Loan Commitment(s) or closed loans, which are subject to the approval of the CRA, from one or more financial institution(s) or foundation(s) necessary to provide the remaining share of the Straz Funds (over and above the cash on hand or firm charitable Commitments as described in Paragraph 3.1(g) above) necessary for the timely Completion of the Improvements and the payment of all costs contemplated in the final budget for the Proposed Project less the CRA Funds committed to the Proposed Project;

(i) The approval and execution of a Community Benefits Agreement by and between the TBPAC or the Straz and an eligible "Community Organization" as defined in and in compliance with the CRA's "Community Benefits Agreement Policy for Major Projects" attached hereto as **Exhibit B**;

(j) The issuance of all authorizations, approvals and permits of any kind or nature, which are required from any Governmental Authority in connection with the construction, funding and proposed use of the Improvements constituting the Proposed Project; and

(k) The execution, posting and recordation of a payment and performance bond as required under the Construction Contract and in accordance with Section 255.05, *Florida Statutes*.

If the above-referenced Conditions Precedent are not satisfied on or before the aforementioned Conditions Precedent Satisfaction Date, , then this Agreement shall terminate and the parties shall be relieved of any further obligations under this Agreement.

Section 4
TBPAC AND THE FOUNDATION WARRANTIES
AND REPRESENTATIONS

TBPAC and the Foundation respectively hereby unconditionally warrants and represents unto the CRA as follows:

4.1 Information. Any and all information, reports, papers, requests, and other data (including, without limiting the generality of the foregoing, any and all balance sheets, fund-raising Plans, Loan Commitment(s), budgets, disbursement requests, statements of income or loss, reconciliation of surplus and financial data of any other kind) heretofore furnished, or to be furnished to the CRA by or on behalf of TBPAC and the Foundation, respectively, are, or when delivered will be, true and correct in all material respects; all financial data have been, or when delivered will have been, prepared in accordance with generally accepted accounting principles consistently applied and fully and accurately present, or will present, the financial condition of the subjects thereof as of the dates thereof; and with respect to the financial data heretofore furnished, no materially adverse change has occurred in the financial condition reflected therein since the dates thereof.

4.2 Validity of Documents. All actions by the TBPAC or the Foundation, respectively, requisite for the due authorization, creation, issuance, execution and delivery of this Agreement, the Construction Contract and any other document with respect to the design, permitting and construction of the Improvements together with any loan obtained now or in the future to pay the Straz Funds, has been or will be duly and effectively taken, and each such document shall constitute a legal and binding obligation of, and is valid and enforceable against, TBPAC and the Foundation, respectively (as the case may be) in accordance with the terms thereof.

4.3 Compliance with All Applicable Laws and Requirements. The design, permitting, funding, construction, and operation of the Proposed Project by the TBPAC and/or Foundation shall comply with all applicable laws, permitting requirements and authorizations required or issued by any Governmental Authority. Without limiting the foregoing provision, both the TBPAC and the Foundation represent and warrant that they shall each comply with the City's Code of Ethics (Chapter 2, Article VIII, City Code) in connection with the design, funding, construction and operation of the Proposed Project.

4.4 No Discrimination. The TBPAC and the Foundation hereby assure the CRA, that each of the TBPAC and the Foundation is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that neither the TBPAC nor the Foundation discriminate in any form or manner in employment or in contracting on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status. In addition, the TBPAC and the Foundation hereby represent and warrant that the General Contractor selected and engaged to construct the Proposed Project shall also comply with Title

VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992 and the City of Tampa Code of Ordinances, Chapter 12 in connection with employment of persons and the award of subcontracts in connection with the construction of the Proposed Project. Finally, the TBPAC and the Foundation covenant and agree that they shall each comply with both the women and minority business enterprise ("WMBE") and small local business enterprise ("SLBE") requirements contained in Chapter 26.5 of the City Code in connection with the selection of the Architect, General Contractor and other companies or entities selected by either or both the TBPAC and the Foundation in connection with the design, permitting and construction of the Proposed Project.

4.5 Representations and Warranties Continue. All warranties and representations above shall be deemed to be continuing and shall remain true and correct in all material respects until the Completion of Improvements. All TBPAC and/or Foundation covenants herein shall survive any exercise of any remedy by the CRA hereunder or by the City under the Lease Agreement. It shall, at the option of the CRA, be an Event of Default hereunder should any of the representations or warranties be or become materially untrue or misleading.

Article 5 COVENANTS AND AGREEMENTS OF THE TBPAC AND FOUNDATION

The TBPAC and the Foundation respectively hereby unconditionally covenants and agrees with the CRA as follows:

5.1 Construction of Improvements and Funding. The TBPAC and the Foundation agree that the construction of the Proposed Project shall not commence until each and every one of the "conditions precedent" in Section 3.1 of this Agreement have been satisfied. Thereafter, the TBPAC and the Foundation shall insure the Improvements will be completed in a good and workmanlike manner in conformance with the Plans, all applicable legal requirements, permits issued for the Proposed Project and the provisions of this Agreement, on or before the completion date established by the Construction Contract and free and clear from all liens, or claims for liens. Without limiting the foregoing, it is expressly understood and agreed that (i) construction of the Improvements shall not be commenced unless and until the TBPAC and the Foundation have furnished evidence satisfactory to the CRA that the Straz has cash on hand or firm charitable donation commitments to immediately cover at least \$25,000,000.00 of the Hard Costs and Soft Costs associated with the construction of the Proposed Project; and (ii) evidence that the Straz has Loan Commitment(s) from one or more financial institution(s) or foundation(s) necessary to provide the remaining share of the Straz Funds (over and above the cash on hand or firm charitable commitments as described above) necessary for Completion of the Improvements and the payment of all costs contemplated in the final budget for the Proposed Project less the CRA Funds committed to the Proposed Project. The Straz Funds shall be placed in a separate account and the Straz shall provide monthly updates to the CRA regarding the amount of Straz Funds currently available to fund the construction of the Improvements.

5.2 Plan Changes. After the final Plans have been furnished to and approved by the CRA, no Plan Changes or changes of a material nature including, without limitation, change orders in excess of \$10,000.00,, which are not otherwise as permitted and fully funded construction contingencies, will be made to them by, or be permitted to be made to them by the TBPAC, the Foundation or any Architect or any other person or entity without the prior written approval by the CRA. The CRA's approval of any Plan Changes shall be conditioned upon: (a) the CRA receiving assurances from the Architect, and the Independent Supervising Architect (if deemed necessary by the CRA), that said Plan Changes are in conformance with any and all applicable legal and permitting requirements, including, without limitation, the Florida Building Code, and that the changes will in no way negatively affect the structural integrity of the Proposed Improvements; and (b) the immediate payment or evidence of funding by the TBPAC and/or the Foundation of all costs, fees or expenses associated with any such Plan Change, including, but not limited to, any delay costs or expenses or other charges, fees or costs associated with re-staffing and completing such Plan Change. If the foregoing conditions are not satisfied, the CRA shall not be required to approve such Plan Change and the CRA may require that the construction of the Improvements will continue to completion without such a Plan Change.

5.3 Construction Disbursements and Costs. So long as CRA Funds are available as described in Article 7, all payments required under the Construction Contract shall be made pro rata out of the CRA Funds and the Straz Funds. The pro rata payment shall be determined by multiplying the amount due under a progress payment request made by the General Contractor under the Construction Contract (less any permitted retainage) by the following fractions: (a) the CRA payment fraction shall be the total CRA Funds as the numerator and the total amount due under the original Construction Contract as the denominator; and (b) the Straz payment fraction shall be the total amount due under the original Construction Contract less the total amount CRA Funds as the numerator and the total amount due under the original Construction Contract as the denominator. Notwithstanding the foregoing fraction formulas, in no event shall the CRA be responsible for more than 50% of any progress payment request made under the Construction Contract. In addition, the Straz shall be solely responsible for paying any fees and costs resulting from Plan Changes or change orders as allowed under this Agreement and for any Soft Costs associated with the construction of the Improvements. Further if the CRA's pro rata share of one or more progress payment requests made under the Construction Contract in any given CRA fiscal year exceed(s) the amount of CRA Funds then available, the Straz shall be solely responsible for funding said payment requests, and the CRA Funds necessary to pay the CRA's pro rata share will be repaid to the Straz when additional CRA Funds are made available in accordance with Article 7 of and **Exhibit D** to this Agreement. All disbursements of CRA Funds shall occur in accordance with and comply with Articles 7 and 8 of this Agreement. The payment of any and all costs and fees associated with the construction of the Proposed Project in excess of the CRA Funds as provided in this Agreement shall be the sole and exclusive responsibility of the Straz.

5.4 Recognition of the CRA. Upon Completion of Improvements and payment of the CRA Funds for the Proposed Project, the financial contribution of the CRA to the completion of the Proposed Project shall be permanently recognized by the Straz as more particularly described in **Exhibit E** attached hereto and made a part hereof by this reference.

Such recognition shall be permanent and shall not be removed or altered by the Straz without the prior written consent of the CRA.

5.5 Public Records. The TBPAC and the Foundation each agree to comply with Florida's Public Records Law in connection with this Agreement, and specifically will: (1) keep and maintain public records that are required or ordinarily and necessarily would be required by the CRA under this Agreement for the funding of the construction of the Proposed Project; (2) provide the public with access to public records on the same terms and conditions that the CRA and the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, including, but not limited to, Section 288.133 Florida Statutes; and (4) meet all requirements for retaining public records, and transfer, at no cost, to the CRA all public records in possession of the TBPAC and the Foundation upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Per Section 265.7015, Florida Statutes, the TBPAC and the Foundation represent and warrant to the CRA that the names of individual donors who desire to remain anonymous, may legally remain confidential and do not fall under the disclosure requirements of this Section 5.5 of this Agreement or Chapter 119 of the Florida Statutes All records stored electronically must be provided to the CRA in a format that is compatible with the information technology systems of the City.

IF THE TBPAC OR THE FOUNDATION HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OFFICE OF THE CITY ATTORNEY AT 813 274-8996, CARL.BRODY@TAMPAGOV.NET, AND MAILING ADDRESS OF OFFICE OF THE CITY ATTORNEY, OLD CITY HALL, 5TH FLOOR, 315 E. KENNEDY BLVD., TAMPA, FL 33602.

5.6 Audit. The CRA or its authorized representative shall have access to, and the right to audit, examine, or reproduce, the financial books and records of the TBPAC and the Foundation related to their performance of this Agreement. The TBPAC and the Foundation must retain all such records for a minimum period of six (6) years from the date of termination of this Agreement, including any renewal or extension hereof, or for such longer period of time as required by federal or state law or in connection with the completion of any audit in progress. The TBPAC and the Foundation must keep all financial records in a manner consistent with generally accepted accounting principles. Access must be provided to the CRA or its agents during normal business hours to review the requested records no later than ten (10) calendar days after the written request is made by the CRA or its authorized representative. The Construction Contract shall also include the same right to audit the records of the General Contractor in connection with the Construction Contract and the Proposed Project in favor of the CRA.

5.7 Indemnification and Hold Harmless. The TBPAC and the Foundation hereby jointly and severally release and agree to defend, indemnify and hold harmless the CRA, the City of Tampa, together with the officers, elected and appointed officials, and employees of the CRA and/or the City from and against any and all liabilities, claims, suits, damages, charges, or expenses (including attorney's fees, whether in preparation of, at trial or on appeal), which either the CRA or the City may suffer, sustain, incur, or in any way be subjected to by reason or as a result of any act on the part of the TBPAC, the Foundation, the Architect, the General Contractor, their agents or employees, in the execution or performance of the obligations assumed under or incidental to, the design, permitting and construction of the Improvements constituting the Proposed Project, except when caused by the fault, failure, or negligence of the CRA, the City, or one of their agents or employees. To the extent that this Agreement is considered a construction contract, this Section shall be limited to the provisions of Section 725.06, Florida Statutes, with the greater of \$1 Million Dollars or a sum equal to the total amount that the CRA has agreed to fund (\$25,000,000.00) under this Agreement as the monetary limitation on the extent of the indemnification.

5.8 Construction Contract. The Construction Contract shall comply with all terms, conditions and requirements contained elsewhere in this Agreement. In addition, the Construction Contract will require the General Contractor to comply with all applicable laws, codes, ordinances, permitting requirements or agreements pertaining to the construction of the Proposed Project. Without limiting the foregoing provision, the General Contractor must agree to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Construction Contract for the services specified in the award/contract. The General Contractor must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Construction Contract. Both the General Contractor and the selected subcontractors must provide the TBPAC or the Straz with an affidavit stating that the General Contractor and/or its subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The TBPAC or the Straz shall maintain a copy of such affidavits until the Completion of Improvements.

5.9 Completion Deposit; Guaranty(ies) or Reduction in Scope. If, in the reasonable judgment of either the Architect or the Independent Supervising Architect selected by the CRA, it appears at any time or from time to time that the remaining or then available CRA Funds combined with the remaining or then available Straz Funds will be insufficient to (i) pay all costs to be incurred in connection with the Completion of Improvements in accordance with this Agreement, or (ii) enable the TBPAC and/or the Foundation to perform and satisfy all of their covenants and agreements contained herein, then the TBPAC and/or the Foundation within thirty (30) days of request by the CRA shall:

- a. Deposit the Completion Deposit in a separate account held by a financial institution or third party escrow agent acceptable to the CRA, which account shall be in the joint name of the CRA and the TBPAC, it being agreed that the Completion Deposit will be disbursed only with the joint authorization of the CRA and the TBPAC in accordance with the terms hereof and the Construction

Contract as part of the Straz Funds required to fund the Completion of Improvements including any and all Soft Costs;

- b. Provide one or more Guaranty(ies) in favor of the CRA from Guarantor(s), who are also acceptable to the CRA, financially guaranteeing the Completion of Improvements and requiring the payment of the Straz Funds when required under this Agreement in connection with the Proposed Project. The form and content of the Guaranty(ies) shall be satisfactory to the CRA, and the CRA may require financial information from any and all Guarantor(s) executing such a Guaranty to ensure that sufficient funds are available from the Guarantor(s) to ensure the Completion of Improvements and the payment of the Straz Funds when required under this Agreement; or
- c. Reduce the scope of work on the Improvements to a scope payable to the extent of available CRA Funds and the Straz Funds.

Any of the foregoing shall be available to the CRA, at the CRA's sole option, along with and in addition to any and all other remedies available to the CRA at law or in equity and as otherwise provided herein in case of an Event of Default by either or both the TBPAC and/or the Foundation.

5.10 Soft Costs. All Soft Costs associated with the Proposed Project shall be paid solely from the Straz Funds or by the Straz. The TBPAC and/or the Foundation must prove to the reasonable satisfaction of the CRA that the Straz Funds include the funds necessary to pay for all of the FF&E and other Soft Costs associated with the Proposed Project.

Article 6

ASSIGNMENT OF ALL PROPOSED PROJECT DOCUMENTS TO CRA

6.1 Assignment of Plans; Agreement with Architect; Construction Contract; Permits and Authorizations. Both the TBPAC and the Foundation hereby agree that upon request of the CRA, at the CRA's sole and absolute discretion, after delivery of notice of any Event of Default by the CRA as hereinafter provided, which Event of Default has not been adequately cured by the Straz, and the voluntary election of the CRA to complete the Improvements pursuant to Section 10.1 of this Agreement, that the TBPAC and/or the Foundation shall transfer and assign to the CRA all of their respective rights, title and interest in and to the Plans, governmental permits and authorizations associated with the Proposed Project, any agreement with the Architect, the Construction Contract, donations, Loan Commitment(s) and any and all other agreements of any kind or nature related to the design, permitting, funding and construction of the Proposed Project (collectively, the "Proposed Project Documents"). In connection therewith, it is expressly understood and agreed that: (a) the CRA may use the Proposed Project Documents for any purpose relating to the construction of the Improvements, including, but not limited to the Completion of Improvements; (b) the CRA's acceptance of any such assignment shall not constitute approval of all or any of the Proposed Project Documents by the CRA; (c) the CRA has no liability or obligation whatsoever in connection with the Proposed Project Documents and no responsibility for the adequacy thereof; and (d) this assignment shall inure to the benefit of the CRA, its successors and assigns, including the City or any grantee

under an agreement or document of conveyance from the CRA or the City and any corporation formed by or on behalf of the CRA or the City which assumes the CRA's rights and obligations under this Agreement.

Article 7 CRA'S COMMITMENT

7.1 Budget & Appropriation of CRA Funds. Provided that the Straz has fulfilled all of the conditions precedent as set forth in Section 3.1 of this Agreement (including the Conditions Precedent Satisfaction Date) and is otherwise in compliance with all other terms and conditions contained herein, then, subject to the limitations as hereinafter set forth, the CRA covenants and agrees to budget and appropriate the CRA Funds necessary for payment of its pro rata share of the Hard Costs associated with the construction of the Proposed Project in accordance with schedule attached hereto as **Exhibit D** from the community redevelopment trust funds for the two (2) Community Redevelopment Areas for Downtown Tampa.

7.2 Limitations. Notwithstanding any provision herein to the contrary, the Straz acknowledges and agrees that the CRA's obligation to budget and appropriate the CRA Funds required for the Proposed Project in any given CRA fiscal year as provided herein and in **Exhibit D** is subject to and may be further limited by the obligations of the CRA to fund improvements to the Tampa Convention Center in accordance with existing Interlocal Agreements between the City and the CRA and to pay for certain public infrastructure improvements in accordance with one or more agreements between the City, the CRA and Strategic Property Partners, LLC, all as reflected in **Exhibit F** attached hereto and made a part hereof by this reference ("Other CRA Obligations"). If these Other CRA Obligations limit the CRA's ability to budget and appropriate CRA Funds in accordance with the schedule attached hereto as **Exhibit D** in any given CRA fiscal year, the CRA may extend or adjust the schedule by providing written notice thereof to the TBPAC provided, however, that it is agreed that the entire CRA Funds committed under this Agreement (\$25,000,000.00) shall still be finally budgeted, appropriated and then applied by the CRA to the Proposed Project as provided in Section 7.3 of this Agreement and in accordance with the schedule as amended and extended by the CRA.

7.3 Application of CRA Funds. The portion of the CRA Funds budgeted and appropriated each CRA fiscal year as provided in Sections 7.1 and 7.2 above, shall be allocated and applied by the CRA in the following order:

- a. The available CRA Funds shall be applied first to the payment of any out-of-pocket expenses incurred by the CRA in connection with performing its obligations under this Agreement, including, without limitation, engaging the services of an Independent Supervising Architect, if deemed necessary by the CRA;
- b. The remaining available CRA Funds shall next be applied to repay the TBPAC and/or the Foundation for any advances made by either one of them to pay for the CRA's pro rata share of any approved progress payment requests or "Disbursement

Requests” (as hereinafter defined) from the General Contractor under the original Construction Contract for the Hard Costs during the prior CRA fiscal year as determined in accordance with the fractional formula described in Section 5.3 of this Agreement; and

c. The remaining available CRA Funds shall then be applied to pay for the CRA’s pro rata share of Disbursement Requests made by the General Contractor for Hard Costs incurred under the Construction Contract as defined in Section 5.3 and approved in accordance with Article 8 of this Agreement and the Construction Contract (but subject to permitted retainage).

7.4 CRA Fiscal Year Defined & Permitted CRA Retainage. In connection with this Agreement, it is understood that the CRA’s fiscal year commences on October 1 and ends on September 30 of each calendar year. In addition, the CRA may, at the CRA’s sole discretion, withhold as retainage up to 5% of the CRA’s pro rata share of any or all of the Disbursement Requests made by the General Contractor under the Construction Contract, which retainage shall be paid over to the General Contractor, or to the TBPAC and/or Foundation if either or both of them have advanced the CRA’s permitted retainage to the General Contractor, upon the Completion of Improvements constituting the Proposed Project.

Article 8

CRA REQUIREMENTS FOR CONSTRUCTION DISBURSEMENT REQUESTS

8.1 Disbursement Requirements. The CRA’s obligation to pay its pro rata share of any progress payment requests or construction disbursement requests made by the General Contractor per the formula set forth in Section 5.3, or to repay the TBPAC and/or the Foundation for any advance payment by either or both of them of the CRA’s pro rata share, shall be contingent upon compliance with all of the following requirements:

(a) The General Contractor shall not submit more than one (1) request for progress payments of Hard Costs for work performed or labor and materials provided under the Construction Contract in connection with the construction of the Improvements during any thirty (30) day period (“Disbursement Request”); and

(b) The General Contractor and, if the CRA requests, the Architect and/or Independent Supervising Architect shall have executed, or caused to be executed, and delivered to the CRA, the Straz, and any Lender(s) the Disbursement Request in writing and in a form acceptable to the CRA with the necessary supporting data (including, without limitation, bills for services or material provided, subcontracts, and/or payment receipts) referred to therein; and

(c) The Straz has cash on hand as may be required to pay its pro rata share of the Straz Funds required by the Disbursement Request (plus cash on hand to pay the CRA’s pro rata share if CRA Funds are no longer available for that fiscal year); and

(d) The issuance of a certificate from the General Contractor and, if the CRA elects, the Architect and/or the Independent Supervising Architect that, in their opinion, the construction of the Improvements theretofore performed has been in substantial accordance with the Plans and that the Completion of Improvements shall occur on or before the completion date set forth in the Construction Contract; and

(e) The provision of lien waivers or releases (in recordable form) from all contractors, subcontractors, laborers and materialmen employed or furnishing materials in connection with the construction of the Improvements; and

(f) No Event of Default shall exist hereunder or under any other agreement between TBPAC and the City or the CRA;

(g) In the good faith judgment of the CRA, the sum of the unadvanced CRA Funds and the Straz Funds plus any Completion Deposit or Guaranty(ies), if required by the CRA, are sufficient to complete the Improvements in substantial accordance with the Plans and this Agreement; and

(h) No order or decree in any court of competent jurisdiction exists enjoining the construction of the Improvements or enjoining or prohibiting the TBPAC, the Foundation or the CRA or any of them from performing their respective obligations under this Agreement.

8.2 Notice of Disapproval. The CRA shall provide the TBPAC with prompt written notice if the CRA believes that any of the foregoing disbursement requirements contained in Section 8.1 have not been satisfied.

8.3 Third-Party Beneficiaries. All conditions precedent to the CRAs obligation to make advances hereunder are imposed solely and exclusively for the benefit of the CRA and the TBPAC. No person or entity other than the CRA or TBPAC shall have any standing to require satisfaction of such conditions, or be entitled to assume that the CRA will refuse to make advances absent strict compliance therewith, and any or all of such conditions may be freely waived (in whole or in part) by the CRA at any time or times.

Article 9 EVENTS OF DEFAULT BY THE TBPAC AND/OR THE FOUNDATION

Each of the following shall constitute an "Event of Default" by the TBPAC and/or Foundation hereunder:

9.1 Conditions and Requirements of Agreement. If, at any time, the TBPAC and/or the Foundation is unable to satisfy any condition, requirement or cure any circumstance specified in Articles 4 and 5 above, and such inability continues for a period in excess of thirty (30) days.

9.2 Voluntary Bankruptcy. If the TBPAC or the Foundation or any Guarantor or, if any Guarantor is a partnership, joint venture, trust or other type of business association, if any of the parties comprising Guarantor, shall (a) voluntarily be adjudicated as bankrupt or insolvent, (b) file any petition or commence any case or proceeding under any provision or chapter of the Federal Bankruptcy Code or any other federal or state law relating to insolvency, bankruptcy, rehabilitation, liquidation or reorganization, (c) make a general assignment for the benefit of creditors, (d) have an order for relief entered under the Federal Bankruptcy Code with respect to it or him, (e) convene a meeting of its or his creditors, or any class thereof, for the purpose of effecting a moratorium upon or extension or composition of its or his debts, (f) fail to pay its or his debts as they mature, (g) admit in writing that it or he is unable to pay its or his debts as they mature or generally not pay its or his debts as they mature, or (h) become insolvent.

9.3 Involuntary Bankruptcy. If (a) a petition is filed or any case or proceeding described in Paragraph 9.2 above is commenced against the TBPAC or the Foundation or any Guarantor or, if any Guarantor is a partnership, joint venture, trust or other type of business association, against any of the parties comprising any Guarantor, or against the assets of any such persons or entities, unless such petition and the case or proceeding initiated thereby is dismissed within sixty (60) days from the date of the filing, (b) an answer is filed by the TBPAC, the Foundation or any Guarantor or, if any Guarantor is a partnership, joint venture, trust or other type of business association, by any of the parties comprising any Guarantor, admitting the allegations of any such petition, or (c) a court of competent jurisdiction enters an order, judgment or decree appointing, without the consent of the TBPAC, the Foundation or any Guarantor, or, any Guarantor is a partnership, joint venture, trust or other type of business association, of any of the parties comprising any Guarantor, a custodian, trustee, agent or receiver for it or him, or for all or any part of its or his property, or authorizing the taking possession by a custodian, trustee, agent or receiver of it or him, or all or any part of its or his property unless such appointment is vacated or dismissed or such possession is terminated within sixty (60) days from the date of such appointment or commencement of such possession, but not later than five (5) days before the proposed sale of any assets of the TBPAC, the Foundation or any Guarantor, of, if any Guarantor is a partnership, joint venture, trust or other business association, of any of the parties comprising any Guarantor, by such custodian, trustee, agent or receiver, other than in the ordinary course of the business of the TBPAC, the Foundation or any Guarantor.

9.4 Failure to Pay Amounts When Due. If either or both the TBPAC or/and the Foundation shall fail, refuse or neglect to pay, in full, any payment when due: (i) under the Construction Contract; (ii) pursuant to a Plan Change; (iii) a Completion Deposit, if and when the same shall become due; (iv) any advance payment of CRA Funds required in connection in connection with an approved Construction Disbursement as provided in this Agreement; or (v) any other sum required to be paid to a third party (such as a Lender) in connection with the construction of the Proposed Project and the Completion of Improvements other than payment of the CRA Funds as provided for herein.

9.5 Non-Performance of Non-Monetary Obligations. If the TBPAC or the Foundation shall fail, refuse or neglect to perform and discharge fully and timely any of non-monetary obligations of either hereunder (i.e. other than a payment due under Section 9.4 above),

as and when called for and such failure, refusal or neglect shall either be incurable or, if curable, shall remain uncured for a period of fifteen (15) days after the earlier of (i) the date the CRA gives written notice thereof or (ii) the date upon which the TBPAC and/or the Foundation had actual knowledge of the obligations to be performed; provided, however, that if such default is curable but requires work to be performed, acts to be done or conditions to be remedied which, by their nature, cannot be performed, done or remedied, as the case may be, within such fifteen (15)-day period, no Event of Default shall be deemed to have occurred if the TBPAC or the Foundation commences same within such fifteen (15)-day period and thereafter diligently and continuously prosecutes the same to completion within sixty (60) days after the earlier of such notice or the date of actual knowledge. The right to cure provided herein shall only apply to non-monetary obligations of either or both the TBPAC and/or the Foundation hereunder not otherwise addressed elsewhere in this Article 9.

9.6 False Representations. If any representation, statement or warranty made by TBPAC or the Foundation, any Guarantor or others in, under or pursuant to this Agreement, any Guaranty, affidavit, or other instrument executed as required or in connection herewith shall be false or misleading in any material respect, as of the date hereof, or shall become so at any time prior to the full performance hereunder.

9.7 Destruction of Improvements. If the Existing Performing Arts Center is demolished, destroyed or substantially damaged so that (in the CRA's reasonable judgment) it cannot be restored or rebuilt with available funds to the condition existing immediately prior to such demolition, destruction, or damage within a reasonable period of time.

9.8 Material Adverse Change in Financial Condition. If the CRA reasonably determines, after providing the TBPAC thirty (30) days advance written notice and an opportunity to respond, that the likelihood of payment of the Straz Funds, when required, or performance of the other requirements hereunder is threatened by reason of a material adverse change in the financial condition or credit standing of either TBPAC, the Foundation or any Guarantor.

Article 10 CRA'S REMEDIES

10.1 Rights, Remedies and Recourses. Upon the happening of any Event of Default as described in Article 9 that has not been timely cured, the CRA shall have all rights, remedies and recourses available to it at law or in equity, including specifically, but without limitation, the right, at the CRA's sole option to any or all of the following: (a) to use any funds of the TBPAC or the Foundation, including the Straz Funds, the Completion Deposit (if any) and any sums which may remain unadvanced hereunder, to complete the Improvements or otherwise to set off against any funds due from the CRA to the TBPAC and/or the Foundation under this Agreement; (b) to make such changes in and revisions to the Plans as the CRA may deem desirable; (c) to prosecute and defend all actions or proceedings relating to the construction of the Improvements; (d) to pay, settle or compromise all existing bills and claims which are or may be liens against the Land, or may be necessary or desirable for the completion of the

Improvements or the clearance of title; (e) to execute in the TBPAC's or the Foundation's name all applications, certificates and other instruments which may be required by the Construction Contract or any other agreements or instruments related thereto; (f) to do any and every act with respect to the construction of the Improvements which TBPAC or the Foundation may do in its own behalf; (g) to employ such contractors, subcontractors, agents, attorneys, architects, accountants, watchmen and inspectors as the CRA may deem desirable to accomplish any of the above purposes; (h) to have an immediate right to damages in an amount which is equal to the sum necessary to complete construction of the Improvements in the manner specified in this Agreement, as such sum may be established by construction contracts, appraisals, or other competent evidence, less the sum equal to the undisbursed balance of any CRA Funds as provided herein; and/or (j) to complete construction of the Improvements in the manner specified in this Agreement by or through any agent, contractor or subcontractor of its selection, but without any obligation to do so, and to recover from the TBPAC or the Foundation, or any Guarantor, as damages the amount of any and all expenditures made in connection with such completion of construction by the CRA. For these purposes, the TBPAC or the Foundation hereby constitutes and appoints the CRA its true and lawful attorney-in-fact with full power of substitution to be coupled with an interest and shall be irrevocable. All sums expended by the CRA for any of the above purposes shall be deemed to be advances hereunder the replacement and/or repayment of which shall be secured by this Agreement.

10.2 Cessation of the CRA's Obligations. Upon the happening of any such Event of Default by the TBPAC and/or the Foundation as described in Article 9, any and all obligations (if any) of the CRA hereunder, including specifically any obligation to advance any CRA Funds hereunder towards the payment of Hard Costs for construction of the Proposed Project or Completion of Improvements shall immediately cease and terminate.

Article 11 EVENTS OF DEFAULT BY THE CRA

Each of the following shall constitute an "Event of Default" by the CRA hereunder:

11.1 Non-Payment of CRA Funds. If the TBPAC or the Foundation is not in default hereunder and the CRA fails to disburse the CRA Funds as provided for in this Agreement.

11.2 Performance of Non-Monetary Obligations. If the CRA shall fail, refuse or neglect to perform and discharge fully and timely any of the CRA's non-monetary obligations due hereunder, as and when called for and such failure, refusal or neglect shall either be incurable or, if curable, shall remain uncured for a period of fifteen (15) days after the earlier of (i) the date the TBPAC or the Foundation gives written notice thereof or (ii) the date upon which the CRA had actual knowledge of the obligations to be performed; provided, however, that if such default is curable but requires work to be performed, acts to be done or conditions to be remedied which, by their nature, cannot be performed, done or remedied, as the case may be, within such fifteen (15)-day period, no Event of Default shall be deemed to have occurred if the CRA commences same

within such fifteen (15)-day period and thereafter diligently and continuously prosecutes the same to completion within sixty (60) days after the earlier of such notice or the date of actual knowledge. The right to cure provided herein shall only apply to non-monetary obligations hereunder not otherwise addressed elsewhere in this Article 11.

Article 12 TBPAC REMEDIES

12.1 Rights, Remedies and Recourses. The TBPAC and/or the Foundation shall have the right of specific performance of this Agreement, but solely in accordance with its terms, limitations and only if the TBPAC and/or Foundation is not otherwise in default hereunder.

Article 13 GENERAL TERMS AND PROVISIONS

13.1 Further Assurances. All instruments to be executed and/or delivered to the CRA, and all proceedings to be taken in connection with this Agreement and the payments provided for herein, shall be subject to the acceptance of the CRA as to form, substance, coverage and identity. Immediately upon request of the CRA, the TBPAC and/or the Foundation will execute, acknowledge and deliver to the CRA such further instruments and do such further acts as the CRA may deem necessary to carry out more effectively the purposes of this Agreement.

13.2 Authority of the CRA Director. Whenever this Agreement requires or provides for approval of any Plans, Plan Changes, Commitments, Construction Contract(s), Guaranty(ies), budgets, fund-raising plans, agreements or similar instruments or documents by the CRA, the CRA Director is hereby authorized to act on behalf of the CRA, and the TBPAC and/or the Foundation may rely on such written authorization or direction issued by the CRA Director. However, if this Agreement requires the approval of the CRA Board, then a motion approved by a majority of the CRA Board will be required. Any time an approval is required, such approval may not be unreasonably withheld, conditioned or delayed so long as the TBPAC and the Foundation are not in default under this Agreement.

13.3 No Waiver. Any failure by the CRA to insist or any election by the CRA not to insist, upon the TBPAC and the Foundation's (or any of them) or any Guarantor's strict performance of any of the terms, provisions or conditions of this Agreement shall not be deemed to be a waiver of same or of any other term, provision or condition hereof and the CRA shall have the right at any time thereafter to insist upon strict performance by the TBPAC or the Foundation of any and all of same. Without limiting the foregoing provision, no advance of CRA Funds by the CRA hereunder shall, in any way, preclude the CRA from thereafter declaring such failure to comply to be an Event of Default hereunder.

13.4 Modification; Assignment. This Agreement shall not be amended, waived, discharged or terminated orally but only by an instrument executed by the party against which enforcement of the amendment, waiver, discharge or termination is sought. If that party is the CRA, then the approval of the CRA Board shall be required. In addition, neither the TBPAC nor the Foundation may assign this Agreement or any of their rights, remedies and obligations hereunder to a third party without the prior written approval by way of a motion approved by a majority of the CRA Board.

13.5 Applicable Law and Venue. This Agreement has been executed under, and shall be construed and enforced in accordance with, the laws of the State of Florida. This Agreement and all of the related documents are intended to be performed in accordance with, and only to the extent permitted by, all applicable legal requirements. The venue for any litigation in connection with this Agreement shall be Hillsborough County, Florida.

13.6 Severability. If any provision hereof or of any of the other related documents or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the application of such provision to any other person or circumstance, nor the remainder of the instrument in which such provision is contained, shall be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

13.7 Rights, Remedies and Recourses Cumulative. All rights, remedies and recourses afforded the CRA herein or otherwise available at law or in equity, including specifically, but without limitation, those granted by the Uniform Commercial Code in effect in the State of Florida (a) shall be deemed cumulative and concurrent, (b) may be pursued separately, successively or concurrently against the TBPAC, the Foundation,, any Guarantor, or anyone else obligated hereunder or under any or all of the related documents, or against any one or more of them at the sole discretion of the CRA, (c) may be exercised as often as the occasion therefore shall arise, it being understood by all parties that the exercise, failure to exercise or election to exercise any of the same shall in no event be construed as a waiver of same or of any other right remedy or recourse available to the CRA, and (d) are intended to be, and shall be, nonexclusive. Additionally, should litigation regarding this Agreement ensue, the prevailing party in any such litigation is entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

13.8 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors, legal representatives and assigns.

13.9 Notices. All notices or other communications required or permitted to be given pursuant to the provisions of this Agreement shall be in writing and shall be considered as properly given if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering same in person to the intended addressee, or by prepaid facsimile or email so long as evidence of receipt by facsimile or email is provided. Notice so mailed shall be effective upon its deposit. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the parties shall

be as set forth in the opening recital hereof, provided however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.

13.10 Time. Time is of the essence for this Agreement.

13.11 Headings. The Article, Section, Paragraph and Subparagraph titles or headings are inserted for convenience of reference only, and shall in no way alter, modify or define, or be used in construing the text of such Articles, Paragraphs or Subparagraphs.

13.12 Construction. This Agreement shall not be construed in favor of any particular party to this Agreement.

13.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. Each party may also rely on an emailed-PDF execution of this Agreement by any other party.

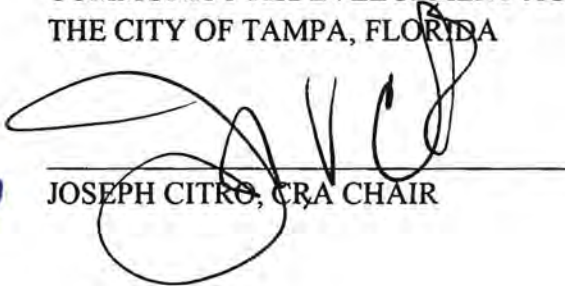
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THE SIGNATURE PAGE AND EXHIBITS FOLLOW.]

EXECUTED by the parties hereto as of the date first above written.

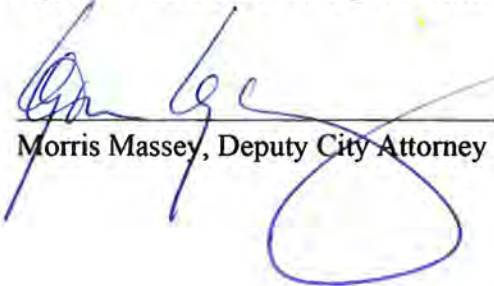
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF TAMPA, FLORIDA

ATTEST:


CRA SECRETARY


JOSEPH CITRO, CRA CHAIR

Approved as to Form & Legal Sufficiency:


Morris Massey, Deputy City Attorney

TAMPA BAY PERFORMING ARTS CENTER,
INC., a Florida not for profit corporation,

By: _____
Name: _____
(Print or Type Name)
Title: _____

TAMPA BAY PERFORMING ARTS CENTER
FOUNDATION, INC., a Florida not for profit
corporation,

By: _____
Name: _____
(Print or Type Name)
Title: _____

EXECUTED by the parties hereto as of the date first above written.

COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF TAMPA, FLORIDA

ATTEST:

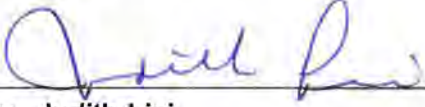
CRA SECRETARY

JOSEPH CITRO, CRA CHAIR

Approved as to Form & Legal Sufficiency:

Morris Massey, Deputy City Attorney

TAMPA BAY PERFORMING ARTS CENTER,
INC., a Florida not for profit corporation,

By: 
Name: Judith Lisi
(Print or Type Name)
Title: President and CEO, TBPAC Inc

TAMPA BAY PERFORMING ARTS CENTER
FOUNDATION, INC., a Florida not for profit
corporation,

By: _____
Name: A.D. MacKinnon
(Print or Type Name)
Title: Chair, TBPAC Foundation

EXECUTED by the parties hereto as of the date first above written.

COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF TAMPA, FLORIDA

ATTEST:

CRA SECRETARY

JOSEPH CITRO, CRA CHAIR

Approved as to Form & Legal Sufficiency:

Morris Massey, Deputy City Attorney

TAMPA BAY PERFORMING ARTS CENTER,
INC., a Florida not for profit corporation,

By: 

Name: Judith Lisi

(Print or Type Name)

Title: President and CEO, TBPAC Inc

TAMPA BAY PERFORMING ARTS CENTER
FOUNDATION, INC., a Florida not for profit
corporation,

By: 

Name: A.D. MacKinnon

(Print or Type Name)

Title: Chair, TBPAC Foundation

EXHIBIT A

Description of the “Proposed Project”

Project Description: Boundless – The Straz Center Master Plan

After more than three decades of serving the community, The Straz is poised to leverage its boundless potential and plan for the future. To ensure our continued success, we must:

- Preserve our state-of-the-art experience for future generations
- Change from inward looking to outward reaching
- Leverage our prominent riverfront location
- Provide community accessibility
- Enhance the guest experience, and
- Add capacity to meet demand.

Our vision includes two goals: to transform our physical spaces to make The Straz an even more vibrant stage for world-class arts, education and community engagement, and to strengthen our financial foundation by growing our endowment. This is a \$100 million project: \$80 million for the construction of the Master Plan and \$20 million to strengthen our endowment.

With the **Master Plan**, we're opening The Straz to the river, the city, the community and the world. The Master Plan will transform The Straz into a remarkable new gathering place on the Riverwalk. The Plan is a world-class, dynamic and sustainable architectural design that will:

- Invite the entire community and the world to a vibrant cultural destination
- Offer unequalled artistic, guest and hospitality experiences
- Leverage our significant riverfront opportunities
- Create additional space for Tampa's corporate and convention tourism business
- Expand facilities for our innovative, nationally recognized arts education programs
- Transform the Straz Center experience for a new generation

Components of the Master Plan include:

- **New gateway to The Straz** at MacInnes Place & W Tyler Street
- **New welcome center and north entrance** to The Straz on W Fortune Street
- **Architectural veil** covering wrapping lobbies, event center and terraces facing the Hillsborough River
- **Expansion and joining of Morsani Hall and Ferguson Hall lobbies** to be open to the public
- **A multi-purposed pavilion** that can hold 500 people for conferences, community events and performances. The event space will add a much-needed gathering place that can be partitioned to host smaller events and provide vital rehearsal and classroom space.
- **New terraces and beautiful spaces** connecting the river to the expanded lobbies of The Straz, enabling visitors to enjoy the riverfront and watch creative arts programs. It will make The Straz accessible to those who simply love the informality of outdoor performances.
 - **New Grand Terrace** from the main lobby to the Riverwalk, with Riverwalk access and public seating
 - **New Roof-Top Terrace** open to the public with full bar, seating, and spectacular view
- **An expansion of our education and performance facilities**, making them more open, welcoming and multifunctional.
 - **Additional studios and classrooms** to meet growing demand for arts education
- **Creation of more diverse and enticing food and beverage choices** – including a signature restaurant – that give Straz patrons more reasons to visit more often and stay longer.
 - **Community Café** on main level of Morsani Lobby
 - **Riverwalk Bistro** open to Tampa Riverwalk and Straz Center Grand Terrace
 - **New On-Site Full-Service Restaurant** with view of Hillsborough River and west horizon
- **New Dockage and Floating Iconic Sculpture** on Riverwalk Expansion

Growing our **endowment** will strengthen a vital resource and lasting fund that will power our vision and enable us to quick take advantage of opportunities, talents and serendipitous surprises.

Our endowment is our investment fund, and the return on the investment support our day-to-day operations. It keeps our programs going and gives us the financial flexibility to explore innovative new programming ideas and ensure our facilities remain state-of-the-art.

The endowment is essential to our education mission. Our arts education programs at the Patel Conservatory nurture the region's most talented performers, and our partnerships with social service agencies, schools and other nonprofit groups bring the benefit of the performing arts to participants who would otherwise be unable to enjoy them. Our endowment helps keep all of our many needed programs strong and steady.

EXHIBIT B

CRA'S "Community Benefits Agreement Policy for Major Projects"

CITY OF TAMPA COMMUNITY REDEVELOPMENT AGENCY COMMUNITY BENEFITS AGREEMENT POLICY FOR MAJOR PROJECTS

1. Background and Policy Purpose:

As part of its mission to remove slum and blight conditions and to further community redevelopment in the designated Community Redevelopment Areas in the City of Tampa, the Community Redevelopment Agency for the City of Tampa (the "Agency") may provide assistance to private developers, under certain circumstances, when private developers are proposing development projects in one of the City's designated Community Redevelopment Areas ("CRAs"). Some of these projects can have a major impact on the CRA in which the development project is proposed. In those instances, private developers may seek a significant amount of incentives or assistance from the Agency.

"Community Benefits Agreements" or "CBAs" are contracts between private developers and community organizations, which can address a broad range of community needs. CBAs, therefore, are a vehicle allowing community groups to have a voice in shaping and mitigating the impact of a project on the surrounding community and ensuring that the affected community shares in the benefits of a major development or project.

For these reasons, the Agency desires to create a policy requiring a private developer, who is receiving a major financial incentive or assistance from the Agency, to enter a CBA with an eligible "Community Organization" as more particularly described below.

2. When is a CBA Required?

A CBA is required if a private developer is seeking to receive from the Agency a voluntary financial incentive, grant, subsidy or payment, and/or a donation of land (fee or leasehold), building(s), improvements or facilities in excess of \$500,000.00 ("Agency's Participation") in connection with a project located within a CRA. In such an event, the Agency will require a private developer to enter into a CBA with one or more appropriate "Community Organizations" as a condition precedent to the Agency's Participation.

For purposes of this policy, a "private developer" includes any person, firm, partnership (limited or general), limited liability company, corporation (for profit or not for profit), trust, joint venture or any other similar entity that proposes a project located within one of the City's CRAs. Governmental entities or agencies including, without limitation, the City of Tampa, Hillsborough County, the Tampa Housing Authority and the Hillsborough County School Board are not considered a private developer for purposes of this policy.

Are there exceptions?

A CBA is NOT required and will NOT be considered in connection with any governmental approval or permit required for a private developer's project including, without limitation, a land use amendment, or rezoning, special use, or vacating approval, or any utility, land development or building permits. Also, a CBA shall not be required in connection with public infrastructure improvements performed by a private developer at the request of the City or CRA even if said public infrastructure improvements are paid for by the CRA.

In addition, a CBA is not required if the Agency board determines one of the following circumstances exist in connection with the requested Agency's Participation:

- (a) The main purpose of the proposed project is to provide a "Community Benefit" such as affordable housing or a not-for-profit educational or medical facility serving the CRA;
- (b) The private developer, after a good faith effort to do so, has been unable to enter into a CBA with an eligible Community Organization;
- (c) The eligible Community Organization(s) and the Community Advisory Committee for that CRA (the "CAC") certify in writing that they do not believe a CBA should be required for a particular project; or
- (d) Emergency or exigent circumstances exist, which make it infeasible to negotiate a CBA in that particular circumstance.

If a private developer seeks to qualify for one of the "exceptions (a) – (d)" set forth above from the Agency board, then the private developer must request that exception in writing. This written request must detail and provide appropriate documentation for the Agency Board's consideration of the exception request. Written notice of the exception request must also be given by the private developer to the applicable Community Organization(s) and the CAC within that CRA, together with the date and time of the public meeting of the Agency board when it will consider the exception request. This notice must be provided by the private developer at least ten (10) days in advance of the designated Agency board public meeting date.

3. What are Eligible "Community Organizations" to Enter into a CBA with a Private Developer?

A CBA must be negotiated with an eligible "Community Organization." An eligible "Community Organization" is defined as an organization that has an interest in land development decisions made within the City of Tampa, is an "Officially Registered Neighborhood Association" with the City of Tampa' office of Neighborhood Engagement (or such successor office or division as may exist from time to time), and has a geographic location within the CRA where the project is proposed. If there are more than one (1) eligible Community Organizations under this definition, the private developer will negotiate the CBA with the Community Organization located in closest geographic proximity to the proposed project and which is the designated "neighborhood association" per the City's neighborhood registry. If that Community Organization declines to negotiate the CBA with the private developer, then the private developer will negotiate the CBA with another eligible Community Organization located within the CRA where the project is proposed, which may include another neighborhood association or an incorporated not for profit entity or condominium association (as evidenced by a valid certificate of status issued by the Florida Department of State) that is also an "Officially Registered

Neighborhood Association” with the City’s office of Neighborhood Engagement and is an organization that has an interest in land development decisions made within the City of Tampa

The Community Organization must designate one or more point person(s) for negotiation of the CBA with the private developer. The CAC for that CRA may also appoint a person to assist the Community Organization with its negotiations of the CBA with the private developer.

4. Process for the Negotiation of a CBA.

Upon notification by the Agency staff that a private developer’s request for the Agency’s Participation in a project requires a CBA with an eligible Community Organization, then the following process will be followed in connection with the negotiation of a CBA:

- (a) The private developer shall contact the appropriate Community Organization of the need to negotiate a CBA. The private developer and Community Organization will then fix a convenient time and place for the first meeting of the parties to discuss the CBA. At least ten (10) days prior to the first CBA meeting (and all subsequent CBA meetings) between the private developer and the Community Organization, the private developer will notify the Agency staff of the time and place of the CBA meeting. The date, time and place of this initial meeting and all subsequent meetings between the private developer and the Community Organization regarding the CBA will be publicly noticed by the City and CRA. All such meetings shall also be open to the public including representatives of the CAC for that CRA and Agency staff.
- (b) At least ten (10) days prior to the first CBA meeting, the private developer will also submit a detailed written description of the proposed project to the Agency and the eligible Community Organization. That written statement must contain a detailed description of the size and purpose of the proposed project and address the following: (i) the number and type of contemplated construction jobs associated with the project; (ii) the number and type of projected permanent jobs associated with the project; (iii) any legally enforceable commitments to hire local or disadvantaged residents; (iv) any proposed apprenticeship programs; (v) any significant environmental impacts arising from the project; (vi) any resiliency or energy reduction measures being undertaken as part of the project; (vii) traffic impacts of the proposed project; (viii) housing impacts associated with the project including, without limitation, the number, type and affordability of any residential units added or removed as a result of the project; (ix) impact of the project on community services including water, sewer, stormwater, solid waste, parks, fire and police; (x) impact of the project on small businesses in the CRA; and (xi) the requested Agency’s Participation in the project and any other subsidy, grant, tax abatement or public concession of any kind being requested as part of the project.
- (c) The private developer and designated representative(s) of the Community Organization will negotiate a legally binding agreement between the private developer and Community Organization that must provide for one or more of the following “Community Benefits” to residents and businesses located within the CRA that will be impacted by the proposed project for which the Agency’s Participation is sought:

- (1) “Employment Related Benefits” such as responsible or living wages for both construction and permanent jobs for the project, specific negotiated employment opportunities for CRA residents, job training or apprenticeship program benefitting CRA residents if the program is registered with and approved by the US Department of Labor or is a state approved apprenticeship program, or a legally enforceable commitment to contract with businesses and suppliers located within the CRA in connection with the project.
- (2) “Housing Benefits” such as the provision of affordable or workforce housing or participation in the City’s Community Land Trust within the CRA.
- (3) “Quality of Life Benefits” such as providing neighborhood amenities and infrastructure (including park land, park improvements, streetscape improvements or stormwater facilities benefitting the neighborhood or CRA and not just the project), providing affordable and quality childcare services or childhood educational facilities for CRA residents, or providing community medical health facilities open to CRA residents.
- (4) “Other Negotiated Benefits” as may be mutually agreed upon by the private developer and the Community Organization with the review and approval of the CAC and the Agency Board.

In addition, the CBA must contain monitoring and reporting requirements regarding the delivery of the agreed-upon Community Benefits and an outside date for delivery of the required Community Benefits. The CBA must also contain appropriate provisions allowing the Community Organization to enforce the delivery of the Community Benefits required by the CBA from the private developer.

- (d) Notice of the CBA must be recorded in the Public Records of Hillsborough County, Florida and the CBA must be binding on the successors and assigns of the private developer and inure to the benefit of the successors and assigns of the Community Organization.

5. Agency’s Participation.

Unless an exception is approved by the Agency Board as provided in Section 3 above, the Agency shall not provide the requested Agency’s Participation to any private developer until the private developer and a Community Organization have entered into a CBA that meets all of the requirements contained in Section 5 of this Policy. In addition, any agreement between the Agency and the private developer shall provide that the Agency may suspend or seek reimbursement of the Agency’s Participation in the project from the private developer if the private developer fails to comply with the material terms and conditions contained in the CBA relating to the agreed-upon Community Benefits.

EXHIBIT C

Minimum Insurance Requirements for the Proposed Project

CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims for injuries to persons (including death) or damages to property which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Firm's maintenance of insurance coverage as required herein is a material element of the Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation Firm's affirmative duty to provide from time to time upon City's request certificates of insurance, complete and certified copies of Firm's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s) whether during the term of the Agreement or after as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement to which Firm's insurance obligations hereunder may apply or possibly help mitigate) may be treated as a material breach of the Agreement. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect itself (charging Firm for same) and at City's option suspending Firm's performance until such coverage is in place. If Firm does not reimburse City for such costs within 10 days after demand, in addition to any other rights, City shall also have the right to offset such costs from amounts due Firm under any agreement with the City. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

The City reserves the right from time to time to modify or waive any or all of these insurance requirements (or to reject policies) based on the specific nature of goods/services to be provided, nature of the risk, prior experience, insurer, coverage, financial condition, failure to operate legally, or other special circumstances. If Firm maintains broader coverage and/or higher limits than the minimums shown herein, the City requires and shall be entitled to such broader coverage and/or higher limits maintained by Firm. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements are sufficient to cover Firm's interests, liabilities, or obligations. Required insurance shall not limit Firm's liability.

Firm acknowledges and agrees Firm and not the City is the party in the best position to determine applicability (e.g. "IF APPLICABLE"), confirm, and/or verify its insurance coverage. Acceptance by the City, or by any of its employees, representatives, agents, etc. of certificates or other documentation of insurance or policies pursuant to the terms of this document and the Agreement evidencing insurance coverages and limits does not constitute approval or agreement that the insurance requirements have been met or that coverages or policies are in compliance. Furthermore, receipt, acceptance, and/or approval of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its employees, representatives, agents, etc., which indicate less coverage than required does not constitute a waiver of Firm's obligation to fulfill these insurance requirements.

MINIMUM SCOPE AND LIMIT OF INSURANCE ¹

A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value. If a general aggregate limit applies; it shall apply separately to the project/location (ISO CG 2S 03 or 2S 04 or equivalent). (ALWAYS APPLICABLE)

B. Automobile Liability (AL) Insurance in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000. If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent). (ALWAYS APPLICABLE)

C. Worker's Compensation (WC) & Employer's Liability Insurance for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements. (ALWAYS APPLICABLE)

D. Excess (Umbrella) Liability Insurance for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC. (ALWAYS APPLICABLE)

E. Builder's Risk Insurance for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's completed value, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. (IF APPLICABLE)

F. Installation Floater coverage for property (usually highly valued equipment or materials such as compressors, generators, etc.) during its installation. Coverage must be "All Risk" including installation and transit for no less than 100% of the installed replacement cost value. (IF APPLICABLE)

G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPL)/ Medical Malpractice Insurance where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker, medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least \$1M per occurrence and \$2M aggregate; deletion of design/build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. (IF APPLICABLE)

H. Railroad Protective Liability (RPL) Insurance for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved rail road's approval prior to commencement of work. (IF APPLICABLE)

I. Pollution and/or Asbestos Legal Liability Insurance where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least \$1M per occurrence and \$2M aggregate, maintained for at least 3 years after Agreement completion. (IF APPLICABLE)

J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services

¹ "M" indicates million(s), for example \$1M is \$1,000,000

and products are involved. Limits of not less than \$2M per occurrence and \$2M aggregate. Coverage sufficiently broad to respond to duties and obligations undertaken by Firm, and shall include, but not be limited to, claims involving infringement of intellectual property/copyright, trademark, trade dress, invasion of privacy violations, damage to or destruction of electronic information, information theft, release of confidential and/or private information, alteration of electronic information, extortion, virus transmission, and network security. Coverage, as applicable and with sufficient limits to respond, for breach response costs, regulatory fines and penalties, credit monitoring expenses. (IF APPLICABLE)

K. Drone/UAV Liability Insurance where Agreements involves unmanned aerial vehicles/drones. Coverage to include products and completed operations, property damage, bodily injury with limits no less than \$1M per occurrence, and \$2M aggregate; may be provided by CGL endorsement subject to City's prior written approval. (IF APPLICABLE)

L. Longshore & Harbor Workers' Compensation Act/Jones Act for work being conducted near, above, or on "navigable waters" for not less than the above Employer's Liability Insurance limit. (IF APPLICABLE)

M. Garagekeeper/Hangerkeeper/Marina Operator Legal Liability Insurance and/or Hull/P&I Insurance where parking lot, valet, dealership, garage services, towing, etc. and/or operation of a hangar, marina, or air

plane/ship repairer, providing safe berth, air/watercraft storage/docking (on land/ in water), fueling, tours, charters, ferries, dredges, tugs, mooring, towing, boat/aircraft equipment/repair/alteration/maintenance, etc.; cover- age against liability for damage to vehicles air/watercraft, their machinery in Firm's care, custody, or control both private & commercial. Limits at least equal to greater of \$1M, value of max number of vehicles that may be in Firm's custody, or of most costly object in Firm's custody. (IF APPLICABLE)

N. Property Insurance and Interruption of Business (IOB) Insurance where premises, building, structure, or improved real property is leased, licensed, or otherwise occupied by Firm. Property insurance against all risks of loss to any occupant/tenant improvements at full replacement cost with no coinsurance penalty, including fire, water, leak damage, and flood, as applicable, vandalism and malicious mischief endorsements. IOB by which minimum monthly rent will be paid to City for up to 1 year if premises are destroyed, rendered inaccessible or untenable, including disruption of utilities, water, or telecommunications. (IF APPLICABLE)

O. Liquor Liability/Host Liquor Liability where Firm directly or indirectly provides alcoholic beverages, limits of at least \$1M per occurrence and \$1M aggregate. (IF APPLICABLE)

P. Educators Legal Liability Insurance where day care, after school program, recreational activities, etc. limits per G above. (IF APPLICABLE)

ADDITIONAL REQUIREMENTS

ACCEPTABILITY OF INSURERS- Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than A-:VII or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

ADDITIONAL INSURED - City, its elected officials, departments, officers, officials, employees, and volunteers together with, as applicable, any associated lender of the City shall be covered as additional insureds on all liability coverage (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 11 85 or both CG 10 20, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 if later revisions used).

CANCELLATION/NON-RENEWAL - Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following:

- Contract Administration Department, 306 E Jackson St, Tampa, FL 33602 Purchasing Department, 306 E Jackson Street, Tampa, FL 33602
 Other: _____

CERTIFICATE OF INSURANCE (COI) - to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to insure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida.**

CLAIMS MADE - If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR) - must be disclosed to City and, if over \$500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if a SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with a SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

PERFORMANCE- All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

PRIMARY POLICIES - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, employees, and volunteers shall be excess of the Firm's insurance and shall not contribute with it.

SUBCONTRACTORS/INDEPENDENT ASSOCIATES/CONSULTANTS/SUBTENANTS/SUBLICENSEE - Firm shall require and verify that all such entities maintain insurance meeting all requirements stated herein with the City as an additional insured by endorsement (ISO FORM CG 20 38, or broader) or otherwise include such entities within Firm's insurance policies. Upon City's request, Firm shall furnish complete and certified copies of copies of such entities' insurance policies, forms, and endorsements.

SUBCONTRACTOR DEFAULT INSURANCE CONTROLLED INSURANCE PROGRAM WRAP-UP. Use requires express prior written consent of City Risk Manager.

UNAVAILABILITY- To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance.

WAIVER OF SUBROGATION - With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

WAIVER/RELEASE AGREEMENT - Where Firm has a defined group of persons who might be exposed to harm (e.g. participants in an athletic event/program, volunteers) any waiver or release agreement used by Firm whereby such persons (and their parent/guardian as applicable) discharge Firm from claims and liabilities, shall include the City, its elected officials, departments, officers, officials, employees, and volunteers to the same extent as Firm.

EXHIBIT E

Requirements for Recognition of the CRA's Contribution for the Proposed Project

The Straz agrees that it will recognize the contribution of CRA Funds by the CRA pursuant to this Agreement in a manner that is approved by the CRA Board. This recognition shall be on par with or commensurate with the recognition it has provided lead donors of both the Existing Performing Arts Center and the Proposed Project including donors that have secured naming rights to portions of the Existing Performing Arts Center or the Proposed Project.

At a minimum, the Straz will provide two (2) recognition commemorations made of material and of a size agreed to by the CRA Board, which shall be:

1. Prominently Displayed in Lobby
2. Prominently Displayed in vicinity of exterior fountain/artwork along the river.

The recognition commemorations will recite the following information or language:

“The Straz Performing Arts Center Expansion is made possible through the Generous Donation of a \$25 Million Grant by the Community Redevelopment Agency of the City of Tampa.”

Names of the CRA Board members will also be included in the commemorations.

The required CRA recognition commemorations will not be removed, relocated or materially altered without the prior written approval of the CRA Board.

EXHIBIT F

Other CRA Obligations

Strategic Property Partners (SPP) Master Infrastructure Agreement

Estimated Balance \$27,756,211

Tampa Convention Center Existing Improvement Loan

Estimated Balance \$4,036,580

Tampa Convention Center 2021 Improvement Loan

Estimated Balance \$34,411,855

Tampa Historic Streetcar

Annual Payments \$150,000

Cross Bay Ferry

Annual Payments \$125,000 - \$205,000