

LEASE SUMMARY

TEAM: Orlando MAGIC

Team Owners: RDV Sports, Inc.

[Team Website](#)

FACILITY: Amway Center

[Facility Website](#)

Year Built: 2010

TITLE OF AGREEMENT: Events Center Use Agreement

Lessor: City of Orlando, Florida

Lessee: Orlando Events Center Enterprises, LLC

TERM OF AGREEMENT:

“The term of this agreement shall end on the conclusion of the twenty-fifth Contract Year following the Commencement Date.” Section 4.1, page 14.

RENT:

“The Magic shall pay the City and amount equal to (i) with respect to the first through twenty-fifth Contract Years under this Agreement, One Million Dollars (\$1,000,000) per Contract Year.” Section 5.1, page 16.

USE OF THE FACILITY:

“In consideration of and subject to the covenants, agreements and conditions set forth in this Agreement, the City hereby grants to the Magic the right to use the Events Center, including the Magic Exclusive Areas, commencing on the Effective Date and continuing for the duration of the Term.” Section 2.1, page 5.

MAINTENANCE:

“The City shall have the exclusive right and responsibility to manage, coordinate . . . and maintenance of the Events Center on a twenty-four (24) hours per day, year-round basis The Magic shall be responsible for the Maintenance of the Magic Property but shall not have any other Maintenance responsibilities.” Section 7.1, pages 30-31.

OPERATING EXPENSES:

“The Magic shall be responsible for the following Operating Expenses: (i) staffing expenses expressly set forth in Section 7.2.3, (ii) the Ticket Operations expenses expressly set forth in Section 7.5.3 (subject to its right to be reimbursed for all Net Ticketing Agent Fees), (iii) all costs actually incurred by the City that are due under Section 6.3.3 in connection with or are otherwise attributable to the Magic’s use of the Events Center for a Team Practice conducted on the Floor, (iv) Maintenance of the Magic Property, and (v) the costs and expenses incurred by the City that arise from, are incurred in the connection with or are otherwise attributable to the Magic’s use of the Events Center for each Other Magic Event in excess of five (5) in any Contract Year.” Section 7.10.2, pages 38-39.

ESCAPE, DEFAULT OR TERMINATION CLAUSES:**Magic Default:**

“The occurrence of any of the following shall be an ‘Event of Default’ by the Magic or a ‘Magic Default’:

- (a) The failure to pay any Use Fee, Operating Expense Payment or Other Magic Event Expenses . . .;
- (b) A default under the Non-Relocation Agreement . . .;
- (c) A City Access Rights Default . . .;
- (d) The failure of the Magic to keep, observe or perform any material term, covenant or agreement contained in this Agreement to be kept, performed or observed by the Magic, if such failure continues for more than thirty (30) days after the City gives the Magic written notice of such failure.”

Section 15.1.1, pages 74-75.

City Default:

“The occurrence of any of the following shall be an ‘Event of Default’ by the City or a ‘City Default’:

- (a) The failure of the City to pay any amount it is obligated to pay under this Agreement . . .;
- (b) A magic Access Rights Default . . .;
- (c) The failure of the City to keep, observe or perform any material term, covenant or agreement contained in this Agreement.”

Section 15.1.2, page 75.

INSURANCE:

“Beginning on the Commencement Date, and thereafter at all times during the Term, the Magic shall, at its sole cost and expense obtain keep and maintain the following insurance policies:” commercial general liability policy, workers’ compensation policy, excess/umbrella policy, property insurance, and automobile insurance. Section 10.1, pages 47-49.