

FORBEARANCE SETTLEMENT AGREEMENT

THIS FORBEARANCE SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into effective February ___, 2022, by and between CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the State of Florida (“City”), the City of Orlando Community Redevelopment Agency, a body politic and corporate of the State of Florida and a community redevelopment agency created pursuant to Part III, Chapter 163, Florida Statutes (the “CRA”), and MAD COW THEATRE, INC., a not-for-profit Florida Corporation (“Subtenant”) (City, CRA and Subtenant are individually referred to as a “Party” and collectively referred to as the “Parties”).

RECITALS

1. City and Subtenant entered into that certain (i) Sublease Agreement for Premises Located at 54 West Church Street dated December 15, 2011 (the “Sublease”) for the sublease of the real property located at 54 West Church Street, Suites 201 and 202, Orlando, Florida, 32801 (the “Premises”, which shall also include any common areas parking areas, and retail areas to which Subtenant had access under the Sublease), and (ii) Equipment Agreement dated September 1, 2012 (the “Equipment Agreement”).
2. CRA and Subtenant entered into that certain Funding Agreement Mad Cow Theatre dated December 12, 2011 (the “Funding Agreement”) to finance the build out of the Premises.
3. In connection with the Sublease, Equipment Agreement, and Funding Agreement, City and CRA provided improvements, funding, and personal property for the Premises that have assisted Subtenant in providing theatrical performances to the general public. Presently located within the Premises are certain improvements and personal property, including without limitation, equipment, seating, lighting, and other items, that allow the Premises to function as an operational commercial theater space.
4. City provided Subtenant notice of default of the Sublease and Equipment Agreement by letter dated October 20, 2021 and terminated the Sublease and Equipment Agreement pursuant to City’s letter to Subtenant dated November 22, 2021.
5. Subtenant has disputed that it is in default of the Lease or the Funding Agreement, and the City, CRA and Subtenant have agreed to resolve the dispute pursuant to the terms of this Agreement.
6. Subtenant has requested that City allow Subtenant to remain in the Premises through May 31, 2022 so that Subtenant may perform certain theatrical shows on Subtenant’s schedule through that date, and has requested City forgive any past due monthly Common Area Maintenance (“CAM”) installments and late fees that may be owed under the Sublease, and has requested CRA forgive any past due payments owed under the Funding Agreement. City is willing to allow Subtenant to remain in the Premises until May 31, 2022, is willing to forbear from immediately pursuing an eviction action, and agrees to waive and forgive any CAM and late fees owed under the Sublease, and

CRA agrees to waive and forgive any past due payments owed under the Funding Agreement, provided Subtenant complies with the terms of this Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, agreements, covenants and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Subtenant's Representations and Warranties.** Subtenant represents and warrants to City and CRA that:
 - a. The foregoing Recitals are true and correct.
 - b. The Sublease and Equipment Agreement were validly terminated by City following Subtenant's default and remained terminated; City has fully complied with all obligations to Subtenant, including, without limitation, those obligations contained in the Sublease; City has an immediate right to possession of the Premises and the Operational Property (as defined in Section 4 below); all conditions precedent to an action for eviction of the Premises and replevin of the Operational Property have been satisfied or are waived by Subtenant; Subtenant has no, or waives any, defenses to an action for eviction for the Premises and replevin of the Operational Property; and City is entitled to immediate entry of a final judgment of eviction as to the Premises and replevin as to the Operational Property.
 - c. Subtenant has consulted with its counsel prior to entering into this Agreement and has entered into this Agreement voluntarily and of its free will. Subtenant has all requisite power and authority to enter into this Agreement, entry into this Agreement has been duly authorized, and no other or further corporate act or proceeding on the part of the Subtenant is necessary to authorize entry into this Agreement.
 - d. Subtenant has no present intention to file a petition in bankruptcy or for an arrangement or reorganization under Title 11 of the United States Code (the "Bankruptcy Code"), and, to its knowledge, there is no threatened bankruptcy or insolvency proceedings against Subtenant.
2. **Surrender of Premises.** Provided Subtenant complies with all of its obligations under this Agreement, the Sublease and the Funding Agreement (except Subtenant's Sublease obligation to pay City monthly CAM installments, which shall be excused by City in accordance with Section 3 of this Agreement, and except Subtenant's obligation to repay any past due payments owed under the Funding Agreement, which shall be excused by CRA in accordance with Section 3 of this Agreement), City agrees to forbear from pursuing an immediate eviction action as to the Premises and Subtenant may remain in the Premises until May 31, 2022 (the "Final Surrender Date") so that

Subtenant may perform certain theatrical shows on its schedule. Subtenant agrees to vacate the Premises on or before the Final Surrender Date. Subtenant shall turn over all keys to the Premises upon its surrender of the Premises and shall leave the Premises in broom-clean condition.

3. **Waiver of Past Due CAM, Late Fees and Funding Agreement Payments.** Provided Subtenant complies with all of its obligations under this Agreement, the Sublease, and the Funding Agreement, City agrees to forgive and waive, and Subtenant shall not be required to pay, any past due or future amounts of monthly CAM charges or late fees due under the Sublease, and CRA agrees to forgive and waive, and Subtenant shall not be required to pay, any past due payments owed under the Funding Agreement. The City's and CRA's agreements under this section of the Agreement do not include and specifically excludes any of City's and CRA's rights or claims to, for, and under any indemnity or hold harmless provision of the Sublease, Equipment Agreement, and Funding Agreement, including Sections 3.5H and 7.3 of the Sublease, Section 16 of the Equipment Agreement, and Section 8 of the Funding Agreement, all of which City and CRA expressly retain.

4. **Personal Property.** City requires that the Premises continue to be able to operate as a commercial theater immediately upon Subtenant's surrender of the Premises. As a material inducement for City to enter into this Agreement, Subtenant agrees that all of the improvements made to the Premises and all of the personal property listed on **Exhibit A** (the "Operational Property") are necessary for theater operations and shall remain in the Premises following Subtenant's surrender of the Premises. Subtenant immediately waives, relinquishes, and transfers to City all right, title and interest Subtenant has or may have to the Operational Property to the extent the Operational Property is not already owned by City. Subtenant further agrees that it shall have no right, title or interest to any other personal property remaining in the Premises after surrender and that City may use, alienate, dispose of, or take any such other action as to such property or the Operational Property in City's absolute and sole discretion without further notice. Subtenant represents and warrants that since October 20, 2021, when City served its Notice of Default, Subtenant has not removed, and in the future will not remove, any Operational Property from the Premises without prior written consent from the City, which City may withhold in its sole and absolute discretion. Subtenant acknowledges and agrees that City will suffer irreparable harm in the event Subtenant fails to comply with any of the obligations of this Section of the Agreement and that monetary damages will be inadequate to compensate City for any such breach, and Subtenant agrees that City will, in addition to any other remedies available to it at law or in equity, be entitled to injunctive relief without notice to enforce the terms of this Section of the Agreement. Notwithstanding the above, to the extent that any specific items of Operational Property were paid for by specific donors or grants that included conditions mandating the return of such Operational Property, the Subtenant may return such Operational Property to such donor or grantor upon Subtenant providing written proof reasonably acceptable to the City that such Operational Property is required to be returned.

5. **Release of City and CRA.** Subtenant hereby releases and forever discharges City and CRA from any and all manner of action or actions, suits, claims, damages, judgments, levies and executions, whether known or unknown, liquidated or unliquidated, fixed or contingent, direct or indirect, in law, in equity, or otherwise, which Subtenant has, ever had, or ever can, shall or may have against City and CRA from the beginning of time up to and including the date Subtenant surrenders and vacates the Premises, for, upon or by reason of any manner, act or thing arising out of or relating to the Sublease, Equipment Agreement, Funding Agreement and Premises. As used in this Paragraph, Subtenant shall also include any of Subtenant's, officers, directors, shareholders, parents, subsidiaries, divisions, affiliated business entities, members, managers, predecessors in interest, successors in interest, agents, employees, partners, promoters, insurers, successors, trustees, attorneys, assigns, and any other representative acting on their behalf, past present or future, individually or in their corporate or personal capacity. As used in this Agreement, City and CRA shall also include any of City's and CRA's elected officials, employees, attorneys, agents, insurers, assigns, and any other representative acting on their behalf, past present or future, individually or in their corporate or personal capacity.
6. **Release of Mad Cow.** Provided Subtenant complies with all of its obligations under this Agreement, including the timely surrender of the Premises and Operational Property on or before the Final Surrender Date, City and CRA agree to execute and deliver to Subtenant the Release attached as **Exhibit B**.
7. **Default under this Agreement.** The occurrence of any of the following shall be an Event of Default of Subtenant under this Agreement (an "Event of Default"): (i) if Subtenant fails to duly and promptly observe, perform and discharge any covenant, term, condition, obligation or agreement contained in this Agreement or the Sublease or the Funding Agreement; (ii) if Subtenant fails to vacate and surrender the Premises on or before the Final Surrender Date; (iii) if any of the Subtenant's representations and warranties or covenants set forth in this Agreement are determined at any time to be false in any material respect; (iv) the filing of a bankruptcy or insolvency action by or against Subtenant; or (v) if Subtenant removes any Operational Property from the Premises or fails to leave any of the Operational Property in the Premises after surrender without prior written consent of City.
8. **Remedies.** If an Event of Default occurs, (i) City's agreement to forbear from pursuing relief against Subtenant shall immediately terminate, (ii) City shall be entitled to immediate possession of the Premises and Operational Property, (iii) City may file an action for eviction as to the Premises and replevin of the Operational Property without further notice and may immediately file with the Court the stipulation attached as **Exhibit C** (the "Stipulation") and City shall be entitled to the immediate entry of the Stipulated Final Judgment of Eviction and Replevin (the "Final Judgment") attached as Exhibit 1 to the Stipulation, to which Subtenant waives any rights of appeal, (iv) City shall be entitled to injunctive relief to prevent any removal, transfer, waste, or use of the Operational Property by Subtenant or any other rights City possesses under Section 4 of this Agreement, and (iv) City may immediately exercise any and all remedies to which City is entitled under Sublease and applicable law. Subtenant

acknowledges and agrees that any and all remedies available to City as set forth herein shall be immediately available to City without further notice to Subtenant. Subtenant further agrees that if an Event of Default occurs, it waives any and all defenses to, and shall cooperate with City and stipulate to immediate entry of the Final Judgment.

9. **Reservation of Rights.** Except as expressly provided herein, City and CRA reserve all of their rights and remedies against Subtenant under the Sublease and Funding Agreement, and Subtenant shall remain fully liable for all of its respective obligations under the Sublease and Funding Agreement.
10. **Bankruptcy Action.** As a material inducement to the agreements of City and CRA in this Agreement, Subtenant hereby stipulates and agrees that if Subtenant becomes a party in any bankruptcy or insolvency proceeding, then City will be entitled to immediate relief from the automatic stay granted under the Bankruptcy Code in order to enforce its rights to possession of the Premises and Operational Property.
11. **Security Deposit.** Subtenant waives and relinquishes any right to any security deposit provided in connection with the Sublease, including under Section 2.8 of the Sublease. Subtenant agrees any security deposit provided in connection with the Sublease is now the property of City and that City may use or apply any such security deposit in City's sole discretion without further notice.
12. **Voluntary Action.** The Parties represent, warrant and agree that each has been retained by counsel representing them in this matter and that they have entered into this Agreement freely and voluntarily. The Parties have thoroughly read and understand the terms of this Agreement.
13. **Counterparts, Execution, and Successors.** This Agreement may be executed in counterparts, each of which shall be deemed an original. Each Party may rely upon a copy, facsimile or electronic counterpart of this Agreement executed by the other Party or Parties with the same effect as if such Party had received an original counterpart executed by such Party or Parties. This Agreement shall be binding upon the Parties hereto, their respective heirs, successors and assigns.
14. **Entire Agreement, Amendments.** The Parties hereto acknowledge and agree that this Agreement represents the full and complete agreement of the Parties regarding the subject matter of this Agreement and supersedes all prior agreements and understandings, if any, relating to the subject matter of this Agreement. Any amendments or modifications of this Agreement must be in writing and executed by the Parties to be effective.
15. **Severability.** In the event that any one or more provisions of this Agreement shall be declared to be illegal, invalid, unenforceable and/or void, such provision or portion of this Agreement shall be deemed to be severed and deleted from this Agreement, but

this Agreement shall in all other respects remain unmodified and continue in full force and effect.

16. **Construction, Law and Fees.** This Agreement shall not be construed more strictly against one Party than against the other by virtue of the fact that the Agreement may have been drafted or prepared by one of the Parties, it being recognized that all parties to this Agreement have contributed substantially and materially to the preparation of this Agreement. This Agreement shall be governed by Florida law. Each Party shall bear their own attorney's fees and costs.
17. **Captions.** The titles or captions of the paragraphs or sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, extend or describe the scope of this Agreement or the intent or meaning of any provision hereof.
18. **Non-waiver.** Nothing contained in this Agreement is intended to be, nor shall be deemed to be, a waiver by City of any existing or future event of default under the Sublease. Any delay or forbearance by City in exercising any right or remedy shall not be deemed a waiver by City of or preclude the exercise of any of City's rights or remedies.
19. **Jury Trial Waiver.** NO PARTY TO THIS AGREEMENT SHALL SEEK, AND EACH PARTY HEREBY IRREVOCABLY WAIVES, THEIR RIGHT TO SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, CLAIM OR ANY OTHER LITIGATION OR ACTION WHATSOEVER BASED UPON, RELATED TO, OR ARISING OUT OF THIS AGREEMENT.

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IN WITNESS WHEREOF, the Parties hereto have executed this Forbearance Settlement Agreement effective as of the Effective Date.

CITY:

CITY OF ORLANDO, FLORIDA,
a municipal corporation of the State of Florida

Signature: _____

Printed Name: _____

Title: _____

Attest:

Stephanie Herdocia, City Clerk

Approved as to form and legality for use and
reliance of City of Orlando, only:

Assistant City Attorney

CRA:

**CITY OF ORLANDO COMMUNITY
REDEVELOPMENT AGENCY**, a body politic
and corporate of the State of Florida and a
community redevelopment agency created pursuant
to Part III, Chapter 163, Florida Statutes

Signature: _____
Buddy Dyer, Chairman

Attest:

Thomas C. Chatmon, Jr., Executive Director

Approved as to form and legality for use and
reliance of City of Orlando Community
Redevelopment Agency only:

Assistant City Attorney

SUBTENANT:

MAD COW THEATRE, INC.,
a not-for-profit Florida Corporation

Signature: _____

Printed Name: _____

Title: _____

EXHIBIT A
(OPERATIONAL PROPERTY)

BOX OFFICE: TV monitors, speakers for show-feed, microphones, mini audio rack at Front of house position including power conditioner, mini mixer, CD player, amp; wireless microphone receiver; all ticket scanners, computers and printers, including ticket printers; house light controls, network equipment

PRODUCTION OFFICE: Infrastructure for internal and guest network including wireless network, Ubiquiti wireless network access point; laptop that runs hvac

LOBBY: stanchions, highboy tables, track lighting, monitors, speakers, concession bar and tables, affixed bench seating, all specialty wall finish materials

ELECTRICAL ROOM: 2-ETC dimmer racks with dimmer modules

BLACK BOX THEATRE: All seating and staging riser systems including platforms, chairs and all seating compatible with seating riser systems, stage monitors/speakers, all lighting instruments, C clamps, cables, projector and accompanying cables, all rigging including down pipes, cross pipes, cheeseboroughs; all soft goods including legs and borders; house lights

BLACKBOX BOOTH: ETC 125 lighting console and monitor, Mac Mini, Qlab Set up, Yamaha audio console, cables, cue light system, audio monitor, audio snake

CABINET #1 OUTSIDE BOOTH: camera, digital to analog audio interface, Clear Com beltpacks, headset, charging stations, adapters, DI boxes, monitors, power cables, Radiocom Base Station, music stands and lights, work lights

CABINET #2 OUTSIDE OF BOOTH: 16 channel Soundcraft audio console, wireless mic cable, Sennheiser belt pack, mic accessories, wireless handheld mics, SM57, Ubiquiti wireless network access point, amps, Samson mic kit, binders of theatre information and instruction manuals, XLR Connectors, microphone stand, wireless microphone receivers, Clear Com belt packs

HARRIET THEATRE: All seating and staging riser systems including platforms, chairs and all seating compatible with seating riser systems, sandbags, speakers, stage monitors/speakers (flown), soft goods (main curtain, legs, borders, cyc), lighting fixtures/instruments, all rigging including down pipes, cross pipes, cheeseboroughs; C clamps, house lights, any projectors, any spotlights

HARRIET THEATRE BOOTH: ETC Ion lighting console with monitor, Behringer X32 Audio console with monitor; Lighting rack including DMX repeater, ETC NET2 DMX Node (in rack), DMX Combine Unit (on rack); keyboard and mouse for lighting console, DMX Patch bay and cables, wireless handheld mics, wireless mic, 6-channel audio console, Backstage amp, Behringer Ultralink Pro Splitter/Mixer, All cables for equipment, Mac Mini, audio monitor, audio snakes, mini audio rack under sound board including QSC control device, CD player, Clear-Com base station; Unison dimmer pack

HARRIET THEATRE BACKSTAGE: Backstage buildout, stanchions, stools, cafe tables, Bentwood chairs, TV monitor, lighting instruments, rigging including pipes and bases, cables, sandbags, fog machines, ladders, air compressor, lighting gel and gel frames (filing cabinets and boxes), XLR cables, white compressor

HARRIET HALLWAY: chairs, sandbags, access stairs, cafe tables, rolling speaker stands, folding tables, refrigerators

BACKSTAGE HALLWAY: soft goods, aluminum piping and drape pipes, zip strip lighting fixtures, lighting accessories including barndoors and housing, rope and rigging equipment, hazer, microphone stands, cable mats, music stands, Akai digital audio board, speakers, Akai Digital recorder, power modules for audio, washer and dryer, ladders

GREEN ROOM/DRESSING ROOMS: Dressing room buildout, Green room buildout, costuming Z Racks, chairs in all dressing rooms, mirrors

MISCELLANEOUS: Interior and exterior signage not branded to Mad Cow Theater

EXHIBIT B
(RELEASE)

RELEASE

THIS RELEASE (“Release”) is given by **CITY OF ORLANDO**, a municipal corporation organized and existing under the laws of the State of Florida (“City”), and the **CITY OF ORLANDO COMMUNITY REDEVELOPMENT AGENCY**, a body politic and corporate of the State of Florida and a community redevelopment agency created pursuant to Part III, Chapter 163, Florida Statutes (the “CRA”), to **MAD COW THEATRE, INC.**, a not-for-profit Florida Corporation (“Subtenant”) (City, CRA and Subtenant are collectively referred to as the “Parties”), effective _____, 2022 (the date Subtenant has surrendered the Premises), pursuant to Section 6 of that certain Forbearance Settlement Agreement dated February __, 2022 (“Agreement”) between the Parties, for the consideration therein and other good and valuable consideration, the receipt of which consideration is hereby acknowledged by the Parties.

City and CRA hereby release and forever discharge Subtenant from any and all manner of action or actions, suits, claims, damages, judgments, levies and executions, whether known or unknown, liquidated or unliquidated, fixed or contingent, direct or indirect, in law, in equity, or otherwise, which City and CRA have, ever had, or ever can, shall or may have against Subtenant from the beginning of time up to and including the effective date of this Release, for, upon or by reason of any manner, act or thing arising out of or relating to the Sublease Agreement for Premises Located at 54 West Church Street dated December 15, 2011 (the “Sublease”) between the City and Subtenant, the Funding Agreement Mad Cow Theatre dated December 12, 2011 (the “Funding Agreement”) between CRA and Subtenant, the real property located at 54 West Church Street, Suites 201 and 202, Orlando, Florida, 32801 (the “Premises”), and the Equipment Agreement dated September 1, 2012 (the “Equipment Agreement”) between the City and CRA, provided however, that this Release does not include and specifically excludes any of City’s and CRA’s rights or claims to, for, and under any indemnity or hold harmless provision of the Sublease, Equipment Agreement, and Funding Agreement, including Sections 3.5H and 7.3 of the Sublease, Section 16 of the Equipment Agreement, and Section 8 of the Funding Agreement, all of which City and CRA expressly retain.

[remainder of page blank; signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Release effective as of the Effective Date.

CITY:

CITY OF ORLANDO, FLORIDA,
a municipal corporation of the State of Florida

Signature: _____

Printed Name: _____

Title: _____

Attest:

Stephanie Herdocia, City Clerk

Approved as to form and legality for use and
reliance of City of Orlando, only:

Assistant City Attorney

CRA:

**CITY OF ORLANDO COMMUNITY
REDEVELOPMENT AGENCY**, a body politic
and corporate of the State of Florida and a
community redevelopment agency created pursuant
to Part III, Chapter 163, Florida Statutes

Signature: _____
Buddy Dyer, Chairman

Attest:

Thomas C. Chatmon, Jr., Executive Director

Approved as to form and legality for use and
reliance of City of Orlando Community
Redevelopment Agency only:

Assistant City Attorney

EXHIBIT C
(STIPULATION)

CITY OF ORLANDO, a municipal corporation existing under the laws of the State of Florida,

Plaintiff,

CASE NO. _____

v.

MAD COW THEATRE, INC., a not-for-profit Florida corporation,

Defendant.

_____ /

STIPULATION FOR ENTRY OF FINAL JUDGMENT OF EVICTION AND REPLEVIN

Plaintiff, City of Orlando, a municipal corporation existing under the laws of the State of Florida (“City”), and Defendant, Mad Cow Theatre, Inc., a not-for-profit Florida corporation (“Subtenant”), through their undersigned counsel, hereby stipulate to the immediate entry of Final Judgment, in the form attached hereto as **Exhibit 1**, (i) evicting Subtenant from, and granting City the immediate right to possession of, the commercial real property located in Orange County, Florida at 54 West Church Street, Suites 201 and 202, Orlando, Florida 32801 (the “Premises”), and (ii) granting City the immediate right to replevin and possession as to the personal property listed in Exhibit 1-a of the Final Judgment. Subtenant waives any and all defenses to the relief set forth in the Final Judgment and waives its right to appeal the Final Judgment.

Dated: _____, 2022

/s/ Christopher Paolini
Christopher M. Paolini, Esq.
Florida Bar No. 669199
CARLTON FIELDS, P.A.
P.O. Box 1171
Orlando, FL 32802
Tel: (407) 849-0300
Fax: (407) 648-9099

/s/ Brian McDowell
Brian McDowell, Esq.
Florida Bar No. 765521
Holland & Knight L L P
200 S Orange Ave Ste 2600
Orlando, FL 32801-3461
Office: 407-425-8500
Fax: 407-244-5288

cpaolini@carltonfields.com
Attorneys for Plaintiff

brian.mcdowell@hklaw.com
Attorneys for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed with the Clerk of Court using the Florida e-portal, which will serve all users registered to receive filings in this case.

Attorney

EXHIBIT 1
(STIPULATED FINAL JUDGMENT OF EVICTION AND REPLEVIN)

CITY OF ORLANDO, a municipal corporation existing under the laws of the State of Florida,

Plaintiff,

CASE NO. _____

v.

MAD COW THEATRE, INC., a not-for-profit Florida corporation,

Defendant.

_____ /

STIPULATED FINAL JUDGMENT OF EVICTION AND REPLEVIN

THIS CAUSE, having come to be heard on the Stipulation by Plaintiff, City of Orlando, a municipal corporation existing under the laws of the State of Florida (“City”), and Defendant, Mad Cow Theatre, Inc., a not-for-profit Florida corporation (“Subtenant”), for entry of a Final Judgment of Eviction and Replevin, and the Court, having reviewed the Stipulation and file and being otherwise duly advised in the premises, hereby ORDERS AND ADJUDGES:

1. The Sublease Agreement for Premises Located at 54 West Church Street dated December 15, 2011 (the “Sublease”) and the Equipment Agreement dated September 1, 2012 between City and Subtenant have been terminated.
2. Final Judgment of Eviction is hereby entered against Subtenant, and in favor of City.
3. Subtenant is hereby evicted from the commercial real property in Orange County, Florida at 54 West Church Street, Suites 201 and 202, Orlando, Florida (the “Premises”), and Subtenant hereby forfeits and relinquishes right to occupy the Premises.
4. City shall immediately recover possession of the Premises from Subtenant as of the date of this Final Judgment, for which the clerk of the court shall issue a writ of possession.

5. The last known address of Subtenant is 54 West Church Street, Suites 201 and 202, Orlando, Florida.

6. The address of City is 400 S Orange Ave, Orlando, FL 32801.

7. Additionally, Final Judgment of Replevin is entered in favor of City. City has the right against defendant, Subtenant, to possession of the property described on **Exhibit 1-a** located in the Premises and/or in the possession of Subtenant, for which the clerk of the court shall issue a writ of possession.

8. This Court retains jurisdiction to enter further orders that are just, equitable and proper.

DONE AND ORDERED in Orlando, Orange County, Florida, this ____ day of _____, 2022.

Circuit Court Judge

EXHIBIT 1-a

BOX OFFICE: TV monitors, speakers for show-feed, microphones, mini audio rack at Front of house position including power conditioner, mini mixer, CD player, amp; wireless microphone receiver; all ticket scanners, computers and printers, including ticket printers; house light controls, network equipment

PRODUCTION OFFICE: Infrastructure for internal and guest network including wireless network, Ubiquiti wireless network access point; laptop that runs hvac

LOBBY: stanchions, highboy tables, track lighting, monitors, speakers, concession bar and tables, affixed bench seating, all specialty wall finish materials

ELECTRICAL ROOM: 2-ETC dimmer racks with dimmer modules

BLACK BOX THEATRE: All seating and staging riser systems including platforms, chairs and all seating compatible with seating riser systems, stage monitors/speakers, all lighting instruments, C clamps, cables, projector and accompanying cables, all rigging including down pipes, cross pipes, cheeseboroughs; all soft goods including legs and borders; house lights

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CABINET #2 OUTSIDE OF BOOTH: 16 channel Soundcraft audio console, wireless mic cable, Sennheiser belt pack, mic accessories, wireless handheld mics, SM57, Ubiquiti wireless network access point, amps, Samson mic kit, binders of theatre information and instruction manuals, XLR Connectors, microphone stand, wireless microphone receivers, Clear Com belt packs

HARRIET THEATRE: All seating and staging riser systems including platforms, chairs and all seating compatible with seating riser systems, sandbags, speakers, stage monitors/speakers (flown), soft goods (main curtain, legs, borders, cyc), lighting fixtures/instruments, all rigging including down pipes, cross pipes, cheeseboroughs; C clamps, house lights, any projectors, any spotlights

HARRIET THEATRE BOOTH: ETC Ion lighting console with monitor, Behringer X32 Audio console with monitor; Lighting rack including DMX repeater, ETC NET2 DMX Node (in rack), DMX Combine Unit (on rack); keyboard and mouse for lighting console, DMX Patch bay and cables, wireless handheld mics, wireless mic, 6-channel audio console, Backstage amp, Behringer Ultralink Pro Splitter/Mixer, All cables for equipment, Mac Mini, audio monitor, audio snakes, mini audio rack under sound board including QSC control device, CD player, Clear-Com base station; Unison dimmer pack

HARRIET THEATRE BACKSTAGE: Backstage buildout, stanchions, stools, cafe tables, Bentwood chairs, TV monitor, lighting instruments, rigging including pipes and bases, cables, sandbags, fog machines, ladders, air compressor, lighting gel and gel frames (filing cabinets and boxes), XLR cables, white compressor

HARRIET HALLWAY: chairs, sandbags, access stairs, cafe tables, rolling speaker stands, folding tables, refrigerators

BACKSTAGE HALLWAY: soft goods, aluminum piping and drape pipes, zip strip lighting fixtures, lighting accessories including barndoors and housing, rope and rigging equipment, hazer, microphone stands, cable mats, music stands, Akai digital audio board, speakers, Akai Digital recorder, power modules for audio, washer and dryer, ladders

GREEN ROOM/DRESSING ROOMS: Dressing room buildout, Green room buildout, costuming Z Racks, chairs in all dressing rooms, mirrors

MISCELLANEOUS: Interior and exterior signage not branded to Mad Cow Theater