

Prepared by and return:

Jeffrey P. Buak, Esquire
Foley & Lardner LLP
301 E. Pine Street, Suite 1200
Orlando, FL 32801

THIRD AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT

THIS THIRD AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT (the "**Third Restated Agreement**") is made and executed as of the ___ day of _____, 2026, by WEINGARTEN NOSTAT, LLC, a Texas limited liability company (the "**Shopping Center Owner**"), CITY OF ORLANDO, a Florida municipal corporation (the "**Plaza Owner**") (hereinafter cumulatively the "Parties," or individually a ("Party").

Statement of Purpose

Shopping Center Owner is owner of fee simple title to that certain tract or parcel of land (the "**Shopping Center Tract**") described on **Exhibit A** attached hereto and incorporated herein by reference.

Plaza Owner is owner of fee simple title to that certain tract or parcel of land (the "**Plaza Tract**") described on **Exhibit B** attached hereto and incorporated herein by reference.

The Orlando Philharmonic Plaza Foundation, Inc. is a Florida not-for-profit corporation (the "**Plaza Live**"), is not a direct party to this Third Restated Agreement, but is an interested party as it is the lessee and operator of the Plaza Live Theater, located on the Plaza Tract and therefore has signed on to this Third Restate Agreement by a Joinder and Consent.

The term "**Tract**" as used herein shall mean any one of the above described tracts of real property; the term "**Premises**" as used herein shall mean both of the above described tracts of real property; and the term "**Owners**" shall mean the Shopping Center Owner, the Plaza Owner, and their successors, assigns, and grantees owning fee simple title to the Shopping Center Tract or the Plaza Tract from time to time.

The Shopping Center Tract and the Plaza Tract are currently subject to that certain Second Amended and Restated Reciprocal Easement Agreement (the "**Existing REA**") recorded in Official Records Book 10867 at page 2583, Public Records of Orange County, Florida.

The Owners have determined that it is in their best interest to amend and restate the Existing REA and enter into this Third Restated Agreement, which shall amend and restate the Existing REA.

Terms

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions herein contained, and other good and valuable consideration, the legal sufficiency of which are hereby acknowledged, the Owners do hereby grant, declare and establish the following:

1. Termination and Replacement of Existing REA. The Existing REA is hereby terminated and replaced and superseded by this Third Restated Agreement, effective upon the recording of this Third Restated Agreement in the Public Records of Orange County, Florida.

2. Purpose; No Public Dedication. The Owners are the sole owners of the Premises, although Plaza Live has a lease interest in the Plaza Tract and exclusively operates the Plaza Live Theater located thereon, therefore the Owners and Plaza Live currently control the uses thereof. The intent of this Third Restated Agreement is to set forth certain reciprocal easements for the benefit of the Shopping Center Tract and the Plaza Tract. Notwithstanding the foregoing, however, and notwithstanding anything to the contrary set forth herein, in no event shall any of the rights and easements hereby created benefit or be an appurtenance to any portion of the Premises that is now or hereafter owned by or dedicated to the Florida Department of Transportation, or any other government or governmental authority, for public road right-of-way purposes.

3. Bumby Avenue Easement. Shopping Center Owner, as the owner of the Shopping Center Tract, for itself and its successors and assigns, does hereby declare, establish, and grant, to Plaza Owner, and to each and every person, firm, entity, or corporation now or hereafter owning or operating any portion of the Plaza Tract, for the benefit of all said grantees, as well as for the benefit of each of their respective officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and all other persons lawfully upon any portion of the Plaza Tract, as an appurtenance to and for the benefit of the Plaza Tract, and each and every portion thereof, a perpetual, non-exclusive right and easement (the "Bumby Avenue Easement") over that strip of land (the "Bumby Avenue Easement Area") labeled as such on the copy of the portion of the Site Plan attached hereto as **Exhibit C** (the "Site Plan"), for the purposes of providing pedestrian and vehicular traffic (including without limitation construction and delivery vehicles and equipment) ingress, egress and regress to, from and between the Plaza Tract, the Shopping Center Tract, and Bumby Avenue, and that the grant of such easement, right and privilege as well as the benefits therefrom, is not intended nor shall it be construed as creating any rights in or for the benefit of the general public. The location of the Bumby Avenue Easement Area, and the location and configuration of the parking spaces thereon located immediately to the north of the Plaza Tract, as shown on the Site Plan, may not be changed without the consent of the owner of fee simple title to the Plaza Tract, not to be unreasonably withheld, conditioned or delayed. Such change shall be effected by an amendment to this Third Restated Agreement signed by both the owner of fee simple title to the Plaza Tract (the "Plaza Approving Party") and the then owner of fee simple title to that portion of the Shopping Center Tract where buildings are located that abut the southern border of the area identified on the attached Site Plan as the "Shopping Center Exclusive Parking Area" (such owner of the fee being the "Shopping Center Approving Party"), and recorded in the Public Records of Orange County, Florida, showing the new location of the Bumby Avenue Easement Area; no tenants or mortgagees of the Premises shall be required to join in any such amendment.

Shopping Center Owner and its successors and assigns owning the Bumby Avenue Easement Area may develop, operate, use, and maintain the Bumby Avenue Easement Area in

any manner which does not prevent or substantially interfere with the exercise by the owners of the Plaza Tract of the Bumby Avenue Easement. Specifically, the owners of the Bumby Avenue Easement Area may construct, install, use, and maintain curb and gutter, lighting, signage, landscaping, parking spaces, utilities facilities, and other improvements within the Bumby Avenue Easement Area, provided that there exists at all times upon the Bumby Avenue Easement Area a corridor at least thirty (30) feet wide within which a driveway shall be maintained providing access from Bumby Avenue.

The owners of the Premises, and their respective successors and assigns, hereby agree that they shall not erect or permit the erection of any curbing, fencing, or other barriers or obstructions on the Premises that will in any way interfere with the exercise of the Bumby Avenue Easement. The Bumby Avenue Easement Area shall be kept open at all times for the free use thereof as intended herein; provided, however, that all reasonable efforts shall be made to provide an integrated design of the respective developments.

Notwithstanding the foregoing, the owners of the Premises shall have the right, one day in each calendar year, but more often if legally desirable, to erect barriers or chains for the purpose of blocking off access to the Premises to avoid the possibility of dedicating the Bumby Avenue Easement Area for public use, it being mutually agreed, nevertheless, that if possible, such barriers or chains shall be erected for such purpose at a time, or upon a day, when the businesses operating on the Premises are not open for business.

4. Livingston Street Easement. Shopping Center Owner, as the owner of the Shopping Center Tract, for itself and its successors and assigns, and Plaza Owner, as the owner of the Plaza Tract, for itself and its successors and assigns, do hereby declare, establish, and grant, to each other and to and for each and every person, firm, entity, or corporation now or hereafter owning or operating any portion of the Premises, for the benefit of all said grantees, as well as for the benefit of each of their respective officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and all other persons lawfully upon any portion of the Premises, as an appurtenance to and for the benefit of each Tract, and each and every portion thereof, a perpetual, non-exclusive right and easement (the "**Livingston Street Easement**") over that strip of land thirty (30) feet in width (the "**Livingston Street Easement Area**") labeled as such on the Site Plan, for the purposes of providing pedestrian and vehicular traffic (including without limitation construction and delivery vehicles and equipment) ingress, egress and regress to, from and between Livingston Street, the Plaza Tract, the Shopping Center Tract, and that the grant of such easement, right and privilege as well as the benefits therefrom, is not intended nor shall it be construed as creating any rights in or for the benefit of the general public. The location of the Livingston Street Easement Area may not be changed without the consent of both the Plaza Approving Party and the Shopping Center Approving Party, which consent shall not to be unreasonably withheld, conditioned or delayed. Such change shall be effected by an amendment to this Third Restated Agreement signed by both the Plaza Approving Party and Shopping Center Approving Party, and recorded in the Public Records of Orange County, Florida, showing the new location of the Livingston Street Easement Area; no tenants or mortgagees of the Premises shall be required to join in any such amendment.

Shopping Center Owner and its successors and assigns owning that portion of the Livingston Street Easement Area located on the Shopping Center Tract, and Plaza Owner and its successors and assigns owning that portion of the Livingston Street Easement Area located on the Plaza Tract may develop, operate, use, and maintain the Livingston Street Easement Area in any manner which does not prevent or substantially interfere with the exercise by the owners of the Premises of the Livingston Street Easement. Specifically, the owners of the Livingston Street

Easement Area may construct, install, use, and maintain curb and gutter, lighting, signage, landscaping, parking spaces, utilities facilities, and other improvements within the Livingston Street Easement Area, provided that there exists at all times upon the Livingston Street Easement Area a corridor at least thirty (30) feet wide within which a driveway shall be maintained providing access from Livingston Street.

The owners of the Premises, and their respective successors and assigns, hereby agree that they shall not erect or permit the erection of any curbing, fencing, or other barriers or obstructions on the Premises that will in any way interfere with the exercise of the Livingston Street Easement. The Livingston Street Easement Area shall be kept open at all times for the free use thereof as intended herein; provided, however, that all reasonable efforts shall be made to provide an integrated design of the respective developments.

Notwithstanding the foregoing, the owners of the Premises shall have the right, one day in each calendar year, but more often if legally desirable, to erect barriers or chains for the purpose of blocking off access to the Premises to avoid the possibility of dedicating the Livingston Street Easement Area for public use, it being mutually agreed, nevertheless, that if possible, such barriers or chains shall be erected for such purpose at a time, or upon a day, when the businesses operating on the Premises are not open for business.

5. Plaza Parking Easement. Shopping Center Owner, as the owner of the Shopping Center Tract, for itself and its successors and assigns, does hereby declare, establish, and grant, to Plaza Owner, and to and for each and every person, firm, entity, or corporation now or hereafter owning or operating any portion of the Plaza Tract, for the benefit of all said grantees, as well as for the benefit of each of their respective officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and all other persons lawfully upon any portion of the Plaza Tract, as an appurtenance to and for the benefit of the Plaza Tract, and each and every portion thereof, a perpetual, non-exclusive right and easement (the "**Plaza Parking Easement**") over all parking spaces now or hereafter located on that portion of the Shopping Center Tract labeled as the "**Plaza Parking Easement Area**" (herein so called) on the Site Plan attached hereto, for the purposes, among other things, of providing parking for Plaza Owner and its officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and all other persons lawfully upon any portion of the Plaza Tract. Plaza Owner may install signage or otherwise label the parking spaces on the Plaza Parking Easement Area as being permissible for the use of Plaza Owner, and its respective officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and all other persons lawfully upon any portion of the Plaza Tract.

The location of the Plaza Parking Easement Area, and the configuration of the drive aisles, islands and parking spaces thereon, may not be changed without the consent of both the Plaza Approving Party and the Shopping Center Approving Party, which consent shall not be unreasonably withheld, conditioned or delayed, so long as such proposed relocation of the Plaza Parking Easement Area, shall be reasonably proximate to the original Plaza Parking Easement Area and shall provide substantially similar parking space counts. The Parties agree that "reasonably proximate" parking may include parking located on or off of the Shopping Center Tract in one or more separate locations in order to meet substantially similar parking space counts, and which may require Plaza Owner's and/or Plaza Live's officers, tenants, employees, agents, customers, business visitors, guests, licensees, and/or invitees to cross Bumby Avenue and/or Livingston Street in order to access such reasonably proximate parking. Any such change, other than as provided herein, shall be effected by an amendment to this Third Restated Agreement signed by both the Plaza Approving Party and the Shopping Center Approving Party,

and recorded in the Public Records of Orange County, Florida, showing the new location of the Plaza Parking Easement Area; no tenants or mortgagees of the Premises shall be required to join in any such amendment.

It is hereby agreed that the Plaza Parking Easement is granted to the owners of the Plaza Tract, their successors and assigns, and for the benefit of their officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and for the benefit of other persons lawfully upon the Plaza Tract, and that the grant of such easement, right and privilege as well as the benefits therefrom, is not intended nor shall it be construed as creating any rights in or for the benefit of the general public. It is the intent of the Shopping Center Owner that the Plaza Parking Easement Area is to be used only by itself and the Plaza Owner, and each of their respective officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees lawfully occupying any portion of either the Shopping Center Tract or the Plaza Tract. No further easement or usage rights may be granted thereon without the prior written consent of the Plaza Tract Owner, which consent may not be unreasonably withheld, conditioned or delayed.

The Plaza Parking Easement Area shall be kept open all times for the free use as intended in this Third Restated Agreement.

6. General Easements for Ingress, Egress, and Parking. Shopping Center Owner, as the owner of the Shopping Center Tract, for itself and its successors and assigns, and Plaza Owner, as the owner of the Plaza Tract, for themselves and their successors and assigns, do hereby declare, establish, and grant, to each other and to and for each and every person, firm, entity, or corporation now or hereafter owning any portion of the Premises, for the benefit of all said grantees, as well as for the benefit of each of their respective officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and all other persons lawfully upon any portion of the Premises, as an appurtenance to and for the benefit of each Tract, and each and every portion thereof, a mutual, reciprocal and non-exclusive easement, right and privilege of use, both pedestrian and vehicular, for the purpose of ingress and egress, and passage, on and over such curb cuts, entrances, exits, drive aisles, sidewalks, and other areas provided, or to be provided, for such purposes and uses by the respective owners thereof, from time to time, on the Premises, as such areas and facilities may change from time to time.

Shopping Center Owner, as the owner of the Shopping Center Tract, for itself and its successors and assigns, does hereby declare, establish, and grant, to Plaza Owner, and to and for each and every person, firm, entity, or corporation now or hereafter owning or operating any portion of the Plaza Tract, for the benefit of all said grantees, as well as for the benefit of each of their respective officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and all other persons lawfully upon any portion of the Plaza Tract, as an appurtenance to and for the benefit of the Plaza Tract, and each and every portion thereof, a perpetual, non-exclusive right and easement over all parking spaces now or hereafter located on the Shopping Center Tract for the purposes of providing parking for Plaza Owner and its officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and all other persons lawfully upon any portion of the Plaza Tract, except for the parking spaces located on that portion of the Shopping Center Tract labeled as "Shopping Center Exclusive Parking Area" on the attached Site Plan. Notwithstanding anything contained herein to the contrary, no parking spaces located on the Shopping Center Tract, exclusive of the Plaza Parking Easement Area, may be used by the Plaza Owner to determine compliance of the Plaza Tract with governmental parking requirements, and all such parking spaces shall be used by the Shopping Center Owner to determine compliance of the Shopping Center Tract with governmental parking requirements.

It is hereby acknowledged and agreed that no rights are granted to the Plaza Owner, or to or for the benefit of the Plaza Tract, over those parking spaces located on the Shopping Center Tract and labeled as "Shopping Center Exclusive Parking Area" on the attached Site Plan, which parking spaces are for the sole and exclusive use of Shopping Center Owner and its respective officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and all other persons lawfully upon any portion of the Shopping Center Tract; however, Shopping Center Owner agrees that although it may install signage or other labeling for the parking spaces on the Shopping Center Exclusive Parking Area as being for the sole and exclusive use of Shopping Center Owner, and its respective officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and all other persons lawfully upon any portion of the Shopping Center Tract, it shall not enforce such its rights to such parking spaces by towing vehicles.

7. Utilities Easements. Shopping Center Owner, as the owner of the Shopping Center Tract, for itself and its successors and assigns, and Plaza Owner, as the owner of the Plaza Tract, for themselves and their successors and assigns, do hereby declare, establish, and grant, to each other and to and for each and every person, firm, entity, or corporation now or hereafter owning or operating any portion of the Premises, as an appurtenance to and for the benefit of each Tract, and each and every portion thereof perpetual non-exclusive rights and easements to install, connect, tap-in, use, operate, maintain, relocate, repair and replace, at locations reasonably acceptable to the affected party or parties, and at times reasonably acceptable to such parties so as not to adversely affect the current or contemplated commercial operations of such affected parties, any reasonably required utility facilities including, but not limited to, water, gas, electricity, telephone, storm and sanitary sewers, septic systems, water retention and drainage facilities, to provide proper service for the improvements built or to be built on the Premises, and each and every portion thereof. All such utility facilities shall be installed underground, with the exception of meters, catch basins, manholes, and similar facilities that cannot be installed underground. Provided, however, that the utility easements granted hereunder shall not interfere with any existing or contemplated structural improvements on the affected Tracts or the operation of the facilities thereon, with the exception of any temporary construction required for such utility facilities and the temporary closing of any reasonable amount of parking area therefor. The party initially installing such utility facilities shall be responsible for the cost and expense of the initial construction, including repair and restoration of any damage to the property of the affected party or parties following the completion of such initial construction, and including third party liability claims resulting from or arising out of the exercise of the rights granted under this paragraph. After such initial construction, such utility facilities shall be maintained in accordance with Paragraph 8 below, except that if any utility facilities located on a Tract exclusively serve another Tract, then the owner of the benefited Tract shall have sole responsibility for maintenance of such utility facilities at its own expense, and shall have an easement to enter upon the burdened Tract to perform such maintenance, subject to the same provisions as apply with respect to the initial installation thereof.

8. Maintenance of Facilities; Alterations. The owner of each Tract shall maintain and keep, or cause to be maintained and kept, the exterior portions of the building improvements on such Tract, and all landscaping located upon such Tract, including service areas and loading docks, any outside sales or storage areas, lighting, canopies, driveways, curb cuts, entrances, exits, paved parking areas, and signage in a first-class, safe, and slightly condition and state of repair, in compliance with all laws, rules, regulations, orders, and ordinances of any governmental agency exercising jurisdiction thereover, and in compliance with the provisions of this Third Restated Agreement, at such owner's sole cost and expense, unless otherwise provided in this Third Restated Agreement. Such maintenance shall include, with respect to the Shopping Center

Tract, maintenance of the driveways, curb cuts, entrances, exits, and paved parking areas located on the Plaza Parking Easement Area; however, Plaza Owner shall maintain at its sole cost and expense the landscaping and irrigation installed by Shopping Center Owner on the Plaza Parking Easement Area pursuant to paragraph 9 below. The standard of maintenance shall be that comparable to other first class shopping centers in the Orlando area. In the event any of the improvements or facilities on the Premises are damaged or destroyed by fire or any other casualty, the owner of the Tract on which the affected improvements or facilities are located shall, at its sole cost and expense, either: (i) repair or restore, or cause to be repaired or restored, such improvements and facilities to their prior condition with all due diligence; or (ii) demolish all damaged improvements, remove all debris, and restore the affected Tract (or portion thereof) to clean, level, grade, and shall maintain appropriate ground cover plantings so as to maintain a neat and attractive appearance. In the event any of the improvements or facilities on the Premises is taken by condemnation or conveyance in lieu thereof, the owner of Tract on which such affected improvements or facilities are located shall, with all due diligence and at its sole cost and expense, restore the remaining improvements and facilities to a functional condition, compatible and integrated with and complementary to the remaining improvements and facilities.

9. Renovation and Expansion of Improvements on Plaza Tract. The Plaza Live currently plans to renovate and expand the improvements located on the Plaza Tract, as depicted in the site plan attached hereto as **Composite Exhibit D**, attached hereto and made a part herein by this reference. The contemplated renovations necessitate, due to building and fire code requirements, the relocation of the existing drive aisle on the south side of the Plaza Tract, in a southerly direction and will be partially relocated within the Plaza Parking Easement Area and will result in the relocation of several parking lot islands and the removal of several parking spots.

In connection therewith, Plaza Live will be required by the City of Orlando to prepare and submit for approval a proposed site plan (the "**Site Plans**"), in substantial conformance with the site plan attached as Composite **Exhibit D**. Plaza Live shall submit the Site Plans to the Shopping Center Owner for review and approval prior to submitting such Site Plans to the City of Orlando, such approval shall not be unreasonably withheld, conditioned, or delayed. If at any time modifications are made or proposed to the Site Plans, Plaza Live shall submit to Shopping Center Owner such revised, proposed plans for Shopping Center Owner's review and approval prior to implementation thereof. Plaza Live will be responsible for all costs and expenses incurred for the redesign of the Plaza Parking Easement Area, including but not limited to the cost of the Site Plans and any revisions thereof, construction of the new parking lot islands, relocation of parking lot lighting, restriping of the modified parking spaces, relocation of any utilities and/or irrigation, and replacement of any parking lot trees due to the modifications of the parking facilities. The Shopping Center Owner agrees to reasonably cooperate, at no cost to Shopping Center Owner, with Plaza Live in the design and permitting of these modified parking facilities. To the extent the modification of the parking facilities requires modification of other facilities located in other portions of the Shopping Center Tract immediately adjacent to such Plaza Parking Easement Area, Shopping Center Owner does hereby grant to Plaza Owner and Plaza Live the right and non-exclusive easement to enter that portion of the Shopping Center Tract immediate adjacent to such Plaza Parking Area to the extent necessary to do the following:

- a. Modify the irrigation system located on the Plaza Parking Easement Area such that such irrigation system will be tied into the irrigation system and water metering for the Plaza Tract subject to the prior written approval of Shopping Center Owner which approval shall not be unreasonably withheld, conditioned or delayed; and

- b. Reroute electrical service to the lighting for the Plaza Parking Easement Area to tie into the electrical system and metering for the Plaza Tract subject to the prior written approval of Shopping Center Owner which approval shall not be unreasonably withheld, conditioned or delayed.

Plaza Owner and Plaza Live agree to prosecute and complete, in a reasonably diligent manner, any and all work authorized by this paragraph once such work is initiated. Prior to opening the renovated building on the Plaza Tract to Plaza Owner's and/or Plaza Live's officers, tenants, employees, agents, customers, business visitors, guests, licensees, and/or invitees, the Shopping Center Owner shall be provided with unconditional lien waivers from all such contractors, subcontractors, and material suppliers for work and materials affecting the Shopping Center Tract. Plaza Owner and Plaza Live shall at all times keep the Shopping Center Tract free of mechanic's liens related to any work authorized by this paragraph and agree to promptly pay such mechanic's liens within the earlier of: (i) thirty (30) days of the filing thereof or (ii) fifteen (15) days of notice thereof from Shopping Center Over.

10. Compliance with Laws. Any easement provided hereunder shall be subject to compliance with all laws, ordinances and regulations as may be applicable for continuous operation of the businesses located on the Premises.

11. Plaza Live Responsibility. The Plaza Live is required by the Tri-Party Agreement Regarding City of Orlando and Tenant Responsibility Under Reciprocal Easement Agreement dated October 11, 2019 and recorded as Document Number 20190651096 in the public records of Orange County, Florida (the "Tri-Party Agreement") to remain responsible to Shopping Center Owner under the Existing REA as if it were the owner of the Plaza Tract. The Plaza Live hereby acknowledges and agrees that it shall remain responsible to Shopping Center Owner under this Third Restated Agreement as if it were the owner of the Plaza Tract. Further, so long as the City owns the Plaza Tract, the tenant of the Plaza Tract under any lease from the City will be liable directly to Shopping Center Owner under this Third Amended Agreement.

12. Indemnification. The owners of the Premises respectively, hereby agree to, for, and on behalf of the other owners and to defend, in the event of litigation, indemnify, and save the other owners and their respective successors in interest, heirs, grantees, devisees and assignees, tenants, licensees, invitees and agents harmless from any and all claims for injury or death to persons or damage to or loss of property arising out of or alleged to have arisen out of or occasioned by the construction, use, operation and maintenance of the buildings, improvements, structures, parking areas, utilities, driveways, sidewalks and landscaped areas on each party's respective Tract, unless such damage or injury shall have been due to the negligence or intentional act of such other party, or their respective successors, devisees, assignees, agents, tenants, licensees or invitees. Notwithstanding the foregoing, the Plaza Owner's obligation of indemnification is subject to its sovereign immunity as provided by Florida law. Nothing contained herein or elsewhere in this Agreement shall be deemed to constitute a waiver of sovereign immunity except to the extent provided for in Section 768.28 of the Florida Statutes.

13. Enforcement. The easements and covenants contained herein shall be enforceable by suit for specific performance and injunctive relief, in addition to any other remedy provided by law or equity. In any litigation arising hereunder, the prevailing party shall be entitled to reasonable attorney's fees, in addition to all other costs and expenses thereof.

14. Binding Effect; Running with the Land. All the covenants, terms, agreements, conditions, and restrictions set forth in this Third Restated Agreement are intended to be and shall

be construed as covenants running with the land, binding upon, inuring to the benefit of and enforceable by the parties hereto, their respective successors in interest, grantees and assignees, upon the terms, provisions and conditions herein set forth.

15. Modification. This Third Restated Agreement may be modified by written instrument executed by the owners of fee title to the Premises, or such portion or portions thereof as are affected by such modification, who are vested with such fee title at the time such modification is executed. The consent of tenants of the Premises, or any portion thereof shall not be required for such modification to be effective.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed pursuant to proper authority duly given as of the day and year first above written.

Signed, Sealed and Delivered
In the Presence of:

SHOPPING CENTER OWNER

WEINGARTEN NOSTAT, LLC, a Texas
limited liability company

WITNESS ONE:



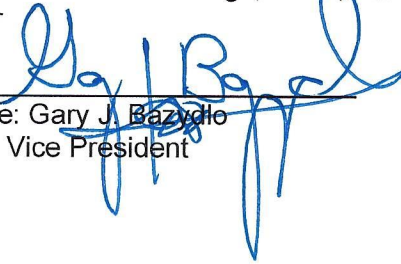
Signature of Witness

Araceli Schellberg

Print Name

Mailing Address:
1964 West Gray, Suite 200
Houston, TX 77019

By: KRCX WRI Holdings, LLC, its sole ^{8,0}
member

By: 

Name: Gary J. Bazyle
Title: Vice President

WITNESS TWO:



Signature of Witness

Michelle Garcia

Print Name

Mailing Address:
1964 West Gray, Suite 200
Houston, TX 77019

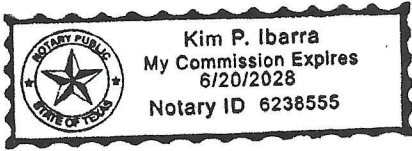
ACKNOWLEDGEMENT

STATE OF Texas

COUNTY OF Harris

This instrument was acknowledged before me on the 22ND day of JANUARY, 2026, by Cary J. Bazzio, as Vice President (title) of KRCX WRI Holdings, LLC, the sole member of WEINGARTEN NOSTAT, LLC, a Texas Limited Liability company, on behalf of said company, who is personally known to me.

Kim P. Ibarra
Notary Public



Signed, sealed and delivered
in the presence of:

PLAZA OWNER:
CITY OF ORLANDO

WITNESS #1

Buddy Dyer, Mayor

Signature

ATTEST: _____
Stephanie Herdocia
City Clerk

Print Name

Mailing Address:
400 S. Orange Avenue, Orlando, Florida 32801

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

WITNESS #2

_____, 20 ____

Signature

Assistant City Attorney, Orlando Florida

Print Name

Printed Name

Mailing Address:
400 S. Orange Avenue, Orlando, Florida 32801

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by Buddy Dyer, Mayor, and Stephanie Herdocia, City Clerk, of the City of Orlando, a Florida municipal corporation. They are personally known to me or have produced _____ and _____ as identification.

(Notary Stamp)

Notary Signature

Print Notary Name

Notary Public of: _____

My Commission Expires: _____

JOINDER AND CONSENT

The undersigned, **THE ORLANDO PHILHARMONIC PLAZA FOUNDATION, INC.**, a Florida not-for-profit corporation, with its principal address as 425 N. Bumby Avenue, Orlando, FL 32803, ("**Plaza Live**"), is the lessee and operator of the Plaza Live Theater.

Plaza Live does hereby join in, approve, consent and agrees to be bound to the terms and conditions of this **THIRD AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT**.

IN WITNESS WHEREOF, this Joinder and Consent is executed by the undersigned this 23 day of January, 2026.

**THE ORLANDO PHILHARMONIC
PLAZA FOUNDATION, INC.**,
a Florida not-for-profit corporation

By: Megan Kelley
Name: Megan Kelley
Title: General manager

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of January, 2026, by Megan Kelley as General manager of The Orlando Philharmonic Plaza Foundation, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (Type of Identification) as identification.

Shelby Lanza (Seal) Signature of Notary Public

Shelby Lanza Print, Type or Stamp Name of Notary

_____ Title or Rank

_____ Serial Number, if any



SHELBY LANZA
Notary Public
State of Florida
Comm# HH423519
Expires 7/19/2027

Exhibit A

Shopping Center Tract

Parcel I:

- Lot 2, Colonial Plaza, according to the plat thereof, recorded in Plat Book 35, Pages 93, 94 and 95, in the Public Records of Orange County, Florida.

Parcel II:

- Lot 3, Colonial Plaza, according to the plat thereof, recorded in Plat Book 35, Pages 93, 94 and 95, in the Public Records of Orange County, Florida.

AND

The south 20.21 feet of Lot 1, Colonial Plaza, according to the plat thereof, recorded in Plat Book 35, Pages 93, 94 and 95, in the Public Records of Orange County, Florida.

LESS THAT PART conveyed in Official Records Book 5173, Page 4835, in the Public Records of Orange County, Florida, described as follows:

That part of Lot 3, Colonial Plaza, recorded in Plat Book 35, Pages 93, 94 and 95, in the Public Records of Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Lot 3; thence run South 89 degrees 57 minutes 00 seconds West along the Southerly line of said Lot 3, a distance of 39.68 feet; thence departing said Southerly line, run North 00 degrees 03 minutes 00 seconds West, 27.00 feet for a Point of Beginning; thence South 89 degrees 57 minutes 00 seconds West parallel with said Southerly line of Lot 3, a distance of 120.23 feet; thence North 00 degrees 08 minutes 57 seconds East, 56.05 feet to a point on a curve concave Northwesterly and having a radius of 100.00 feet; thence from a chord bearing of North 26 degrees 55 minutes 44 seconds East, run Northeasterly along the arc of said curve 35.63 feet through a central angle of 20 degrees 24 minutes 54 seconds to the point of tangency; thence North 16 degrees 43 minutes 17 seconds East, 160.26 feet to the point of curvature of a curve concave Southeasterly and having a radius of 48.50 feet; thence from a chord bearing of North 61 degrees 59 minutes 21 seconds East, run Northeasterly along the arc of said curve 76.64 feet through a central angle of 90 degrees 32 minutes 08 seconds to the point of tangency; thence South 72 degrees 44 minutes 35 seconds East, 1.31 feet to the point of curvature of a curve concave Southwesterly and having a radius of 48.50 feet; thence from a chord bearing of South 27 degrees 59 minutes 02 seconds East, run Southeasterly along the arc of said curve, 75.78 feet through a central angle of 89 degrees 31 minutes 06 seconds to the point of tangency; thence South 16 degrees 46 minutes 31 seconds West, 169.05 feet to the point of curvature of a curve concave Northeasterly and having a radius of 28.50 feet; thence from a chord bearing of South 21 degrees 08 minutes 08 seconds East, run Southeasterly along the arc of said curve 37.72 feet through a central angle of 75 degrees 49 minutes 19 seconds to a point on said curve; thence departing said curve, run South 00 degrees 08 minutes 57 seconds West, 18.17 feet to the Point of Beginning.

EXHIBIT "B"

Plaza Tract

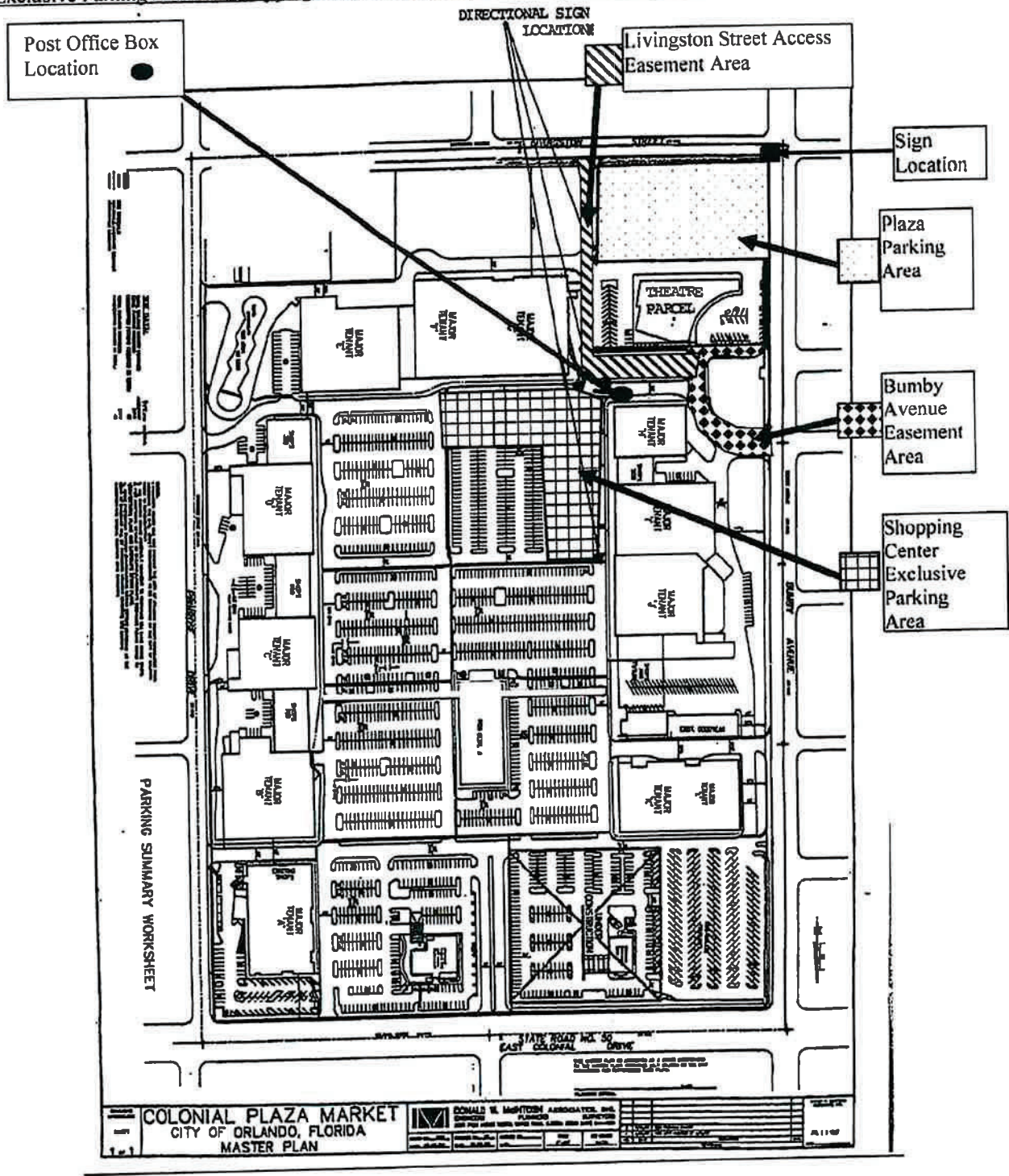
THEATRE PARCEL

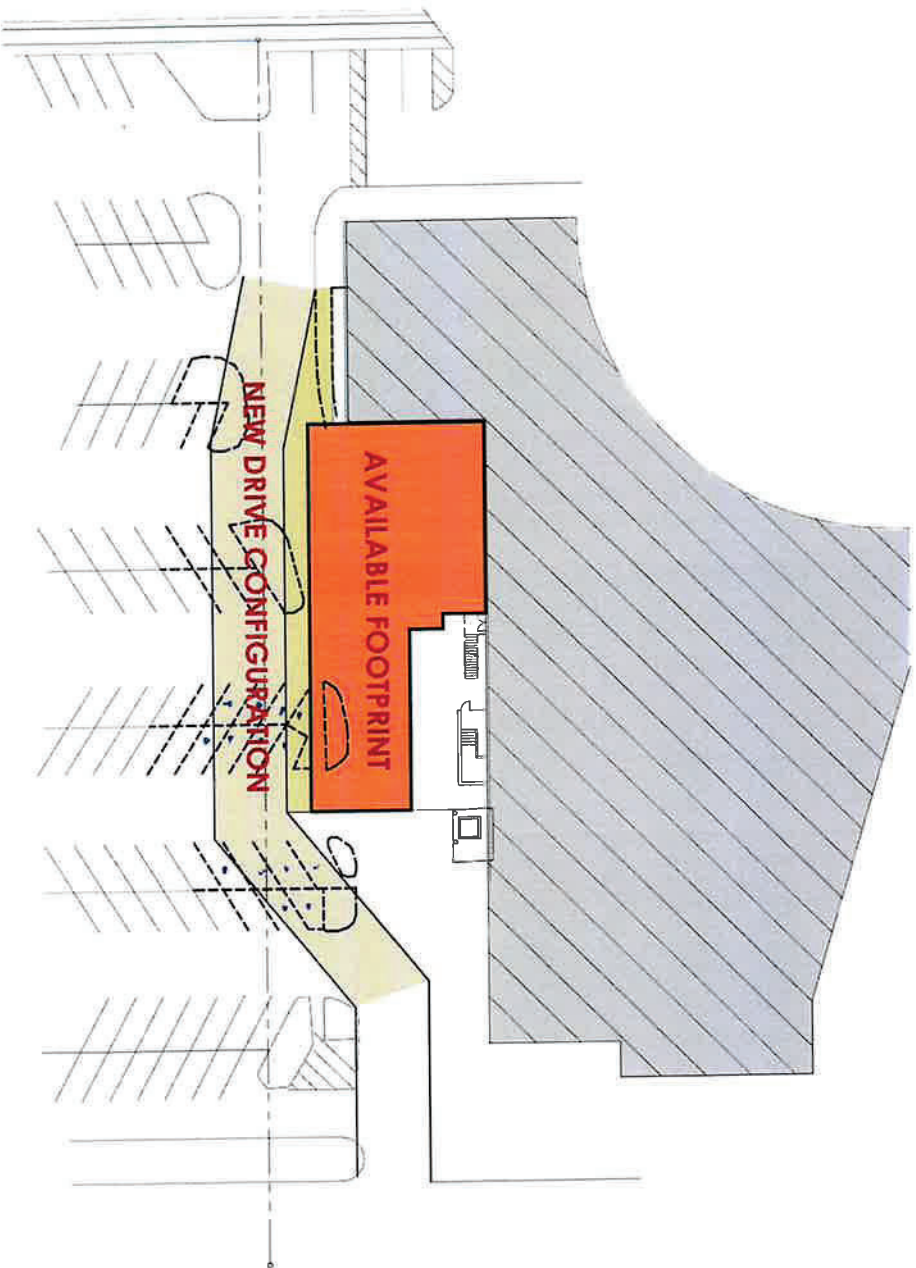
FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 30 EAST, RUN SOUTH ALONG THE WEST BOUNDARY OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 379.95 FEET; THENCE RUN NORTH 89 DEGREES 55' 52" EAST 40 FEET FOR THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF BUMBY STREET; THENCE NORTH ALONG SAID EASTERLY RIGHT-OF-WAY LINE 165.05 FEET THENCE NORTH 89 DEGREES 47' 30" EAST 405.60 FEET; THENCE SOUTH 00 DEGREES 03' 04" WEST 226.04 FEET; THENCE SOUTH 89 DEGREES 55' 52" WEST 405.69 FEET TO A POINT ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF BUMBY STREET; THENCE NORTH ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF BUMBY STREET 60 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO THE RIGHTS GRANTED TO (OR RESERVED BY) GULF THEATERS, INC., A DELAWARE CORPORATION UNDER THAT CERTAIN AGREEMENT WITH HOPE REALTY CORP., A FLORIDA CORPORATION, DATED SEPTEMBER 15, 1972 AND FILED MARCH 13, 1973 IN OFFICIAL RECORDS BOOK 2377, PAGE 450 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

EXHIBIT "C"

Site Plan Showing Bumby Avenue Easement Area, Livingston Street Access Easement Area, Plaza Parking Area, Exclusive Parking Areas on Shopping Center Parcel, Sign Location, Post Office Box Location

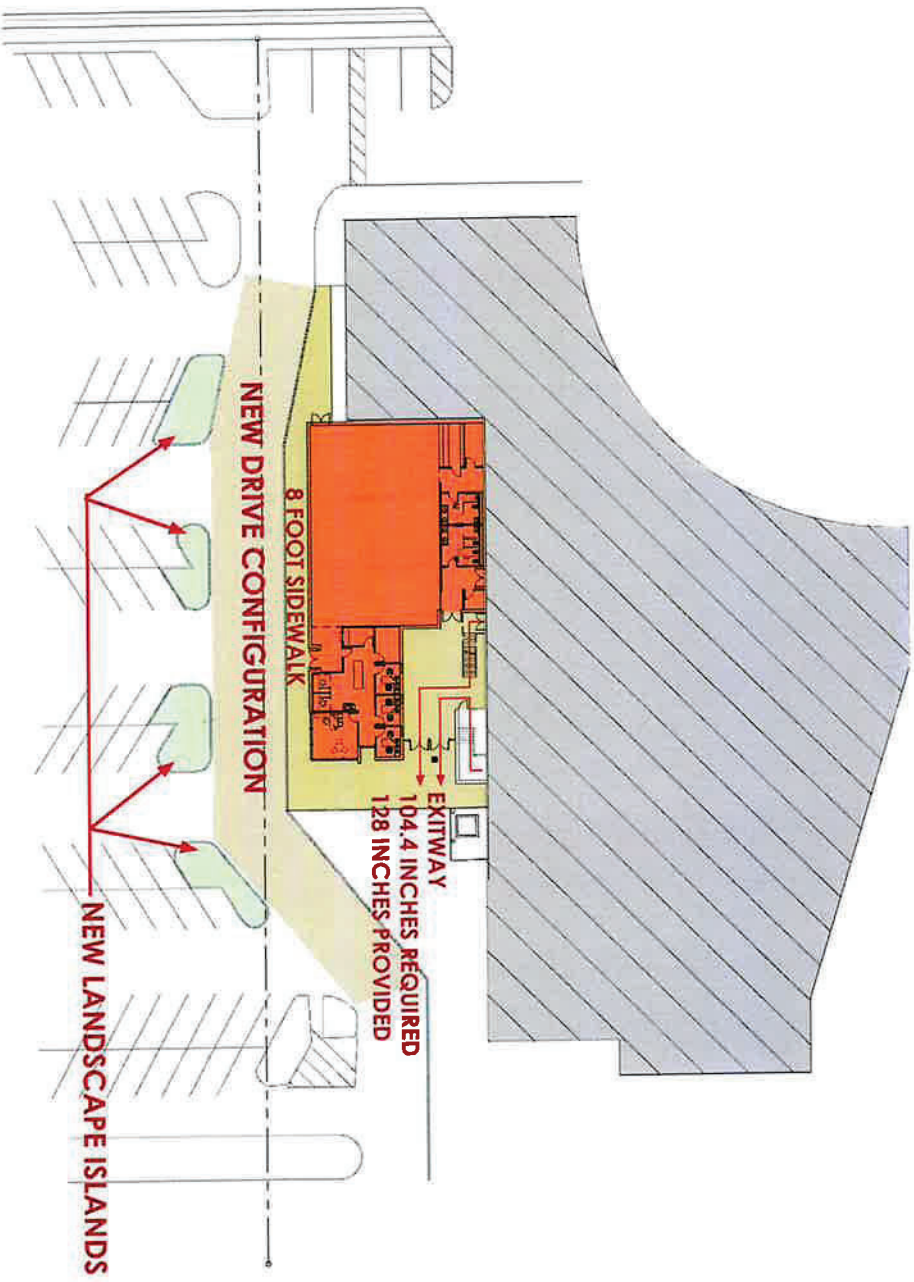




THE PLAZA LIVE - PATRONS LOUNGE | ORLANDO, FL
 01-27-2025

SITE PLAN - DEMOLITION





THE PLAZA LIVE - PATRONS LOUNGE | ORLANDO, FL

01 - 27 - 2025

SITE PLAN - NEW CONSTRUCTION



0' 10' 20' 40'

