

SECOND AMENDMENT TO LICENSE AND CONCESSION AGREEMENT BETWEEN BROWARD COUNTY AND FLORIDA RENAISSANCE FESTIVAL, INC., FOR FLORIDA RENAISSANCE FESTIVAL AT QUIET WATERS PARK

This Second Amendment (“Second Amendment”) is made and entered into between Broward County, a political subdivision of the State of Florida (“COUNTY”), and Florida Renaissance Festival, LLC, a Florida limited liability company, formerly known as Florida Renaissance Festival, Inc. (“RENFEST”) (COUNTY and RENFEST are collectively referred to as “Parties” and individually as a “Party”).

RECITALS

A. On August 22, 2017, COUNTY and Florida Renaissance Festival, Inc., entered into a License and Concession Agreement, wherein COUNTY granted a revocable license to utilize portions of Quiet Waters Park to hold multiple renaissance festivals for the benefit of the public (each referred to as an “EVENT”), and on January 28, 2020, the Parties entered into a First Amendment to the License and Concession Agreement (the License and Concession Agreement and the First Amendment are collectively referred to as the “Agreement”).

B. Subsequent to the effective date of the Agreement, Florida Renaissance Festival, Inc., converted into a Florida limited liability company and is now known as Florida Renaissance Festival, LLC.

C. The term of the Agreement commenced on August 22, 2017, and will expire at the conclusion of the Event (as described in Exhibit “A” to the Agreement) in 2022.

D. COUNTY and RENFEST desire to renew the Agreement for a five (5) year period, as authorized in Section 3.1 of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agrees as follows:

1. The above Recitals are true and correct and are incorporated into this Second Amendment by reference.

2. This effective date of this Second Amendment is the date it has been fully executed by the last of the Parties and is delivered back to the first Party.

3. The Agreement Term, which is currently scheduled to expire after the conclusion of the Event in 2022, is hereby extended for an additional five (5) years and will now terminate at the conclusion of the Event in calendar year 2027, unless terminated earlier in accordance with the Agreement.

4. RENFEST represents and warrants that no part of its conversion from a corporation to a limited liability company in any way impact or otherwise impairs its obligations

under the Agreement (as amended by this Second Amendment). RENFEST fully assumes all of such obligations under the Agreement, and represents that it is fully bound thereto.

5. If any conflict or ambiguity exists between this Second Amendment and the Agreement, this Second Amendment shall control.

6. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

7. This Second Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement and this Second Amendment to the Agreement. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreement, whether oral or written.

8. Preparation of this Second Amendment has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

9. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

10. This Second Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same amendment.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board Action on the ____ day of _____, 20__, and Florida Renaissance Festival, LLC, signing by and through its _____ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By: _____
_____ day of _____, 2021

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By:  _____ 8/23/2021
Amanda Tolbert (Date)
Assistant County Attorney

Danielle W. French, Esq. Digitally signed by Danielle W. French, Esq. Date: 2021.08.23 15:18:06 -04'00'
By: _____
Danielle French (Date)
Deputy County Attorney

AMT/jc
Second Amendment to Renfest Agreement
7/7/2021

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RENFEST

WITNESSES:

Florida Renaissance Festival, LLC

[Signature]
Signature

By: [Signature]
Authorized Signor

Kelly-Christina Santi
Print Name of Witness above

ROBERT M. RODRIGUEZ, MGR
Print Name and Title

[Signature]
Signature

19 day of AUG, 2021

Jairo Elbarrá
Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)