

**SECOND AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND U.S. CHAMPIONS SOCCER ACADEMY, LLC, FOR CENTRAL BROWARD
REGIONAL PARK CONCESSION PROGRAMMING PARTNER (RLI #PNC2116254R1)**

This Second Amendment ("Amendment") is between Broward County, a political subdivision of the State of Florida ("County"), and U.S. Champions Soccer Academy, LLC, a Florida limited liability company, d/b/a PSG Academy Florida ("US Champions") (collectively referred to as the "Parties").

RECITALS

A. The Parties entered into an Agreement between Broward County and U.S. Champions Soccer Academy, LLC, for Central Broward Regional Park Concession Programming Partner, dated June 18, 2019 (the "Original Agreement"), to allow US Champions to provide soccer concession programming at Central Broward Regional Park.

B. The Original Agreement was amended by a First Amendment, dated September 10, 2021, for the Parties to resolve claims related to the COVID-19 pandemic. The Original Agreement, as amended by the First Amendment, is referred to herein as the "Agreement."

C. The Initial Term of the Agreement began on June 18, 2019, and is scheduled to continue through July 31, 2026.

D. The Parties have each determined that continuation of the Agreement no longer serves their own interests and have therefore agreed to terminate the Agreement prior to its scheduled expiration, in accordance with the terms set forth in this Amendment.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect through the Termination Date, as defined herein.

3. Termination. The Agreement shall terminate on May 31, 2025 (the "Termination Date"). The Parties acknowledge that the Agreement facilitated successful soccer services that mutually benefitted both Parties during its operation. As of the effective date of this Amendment, US Champions has not been suspended or debarred from contracting with the County and is not ineligible from contracting with the County or responding to County solicitations.

4. Effect of Termination on Claims. The Parties acknowledge that each Party may have certain claims against the other Party that accrued prior to the Termination Date related to actions or omissions under the Agreement (collectively, "Unasserted Claims"). Nothing in this

Amendment waives or releases, is intended to waive or release, or shall be construed to waive or release any such Unasserted Claims, and each Party reserves and retains all rights and defenses that may otherwise exist relating to such Unasserted Claims.

5. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of US Champions, US Champions hereby attests under penalty of perjury that US Champions does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of US Champions declares that they have read the foregoing statement and that the facts stated in it are true.

6. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this 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 as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

7. The effective date of this Amendment shall be the date of complete execution by the Parties.

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

9. This Amendment may be executed in counterparts, whether signed physically or electronically, 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 blank.

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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 _____, 2025; and U.S. Champions Soccer Academy, LLC, signing by and through its duly authorized representative.

COUNTY


ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 2025

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

AMANDA M.
By TOLBERT  Digitally signed by AMANDA
M. TOLBERT
Date: 2025.04.30 14:40:21
-04'00'
Amanda Tolbert (Date)
Assistant County Attorney

 Digitally signed by Rene D.
Harrod
Date: 2025.04.30 17:51:30
-04'00'
By _____
René D. Harrod (Date)
Chief Deputy County Attorney

AMT/RH
Second Amendment to PSG Agreement
4/2/2025
#1079709.8

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US CHAMPIONS

U.S. Champions Soccer Academy, LLC

By: _____

Authorized Signer

MANUEL MONTEVIDEON
Print Name and Title

29 day of April, 2025