



**THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND WORLDWIDE SPORTS MANAGEMENT GROUP, LLC, FOR PROMOTION AND MANAGEMENT OF INTERNATIONAL CRICKET EVENTS AND MAJOR CRICKET EVENTS AT THE CENTRAL BROWARD REGIONAL PARK**

This Third Amendment to the Agreement (“Third Amendment”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and Worldwide Sports Management Group, LLC, a Florida limited liability company (“Worldwide”) (each a “Party” and collectively referred to as the “Parties”).

**RECITALS**

A. On June 14, 2017, County and Worldwide entered into an Agreement for the Promotion and Management of International Cricket Events and Major Cricket Events at the Central Broward Regional Park (Original Agreement”) which was subsequently amended by a March 5, 2019, First Amendment, and a April 8, 2021, Second Amendment (the Agreement, First Amendment, and Second Amendment are collectively referred to as the “Agreement”)

B. As a result of the public health emergency caused by the novel 2019 coronavirus (COVID-19”) in the interest of public health and safety, County closed Central Broward Regional Park (the Park”) from March 18, 2020, through May 23, 2020 (the Closure Period”).

C. Worldwide continues to suffer negative financial impacts as a result of COVID-19 and its effect on international cricket events.

D. Recognizing that the Park closure was necessary due to COVID-19 and with an understanding of the past and ongoing impacts of the public health emergency, Worldwide has requested, and County has agreed, to amend the Agreement to address the fees otherwise owed by Worldwide to County, provide additional time for the completion of capital improvements, and extend the initial term (which currently ends on June 13, 2022).

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 into this Third Amendment by reference.

2. The effective date of this Third Amendment is the date it has been signed by the County (Third Amendment Effective Date).

3. Changes to the Agreement are indicated herein by use of strikethroughs to indicate deletions and bold or underlining to indicate additions.

4. Section 3.1 of the Agreement is hereby amended as follows:

3.1 The term of this Agreement shall begin on ~~the date it is fully executed by the Parties~~ June 14, 2017 .E ffective Date and shall end ~~five (5) on June 13, 2024, seven (7) years from that date after the Effective Date.~~ This Agreement shall be automatically extended for up to two (2) additional five (5) year periods unless Worldwide provides notice to County one hundred eighty (180) calendar days prior to the end of the then current term of its intent not to extend this Agreement, or Worldwide has failed to satisfactorily remedy a breach consistent with the terms of this Agreement, or if this Agreement is sooner terminated as permitted hereunder.

5. County agrees to waive the Annual Guarantee Installment for the period commencing April 1, 2020, and ending on May 31, 2021 (the W aiver Period”), in the total amount of One Hundred Ten Thousand, Eight Hundred Thirty-one and 78/100 Dollars (\$110,831.78). Worldwide will resume payment of its Monthly Annual Guarantee installments as of the period commencing on June 1, 2021. County will apply all Monthly Annual Guarantee installment payments actually paid by Worldwide to County during the Waiver Period as a credit towards Worldwides next-due Monthly Annual Guarantee installment payment after the Third Amendment Effective Date.

6. The “Stadium-related Equipment, Capital Improvements, and Contributions Schedule” attached to Exhibit A to the Agreement is deleted in its entirety and replaced with Schedule A-1, attached to this Amendment.

7. Worldwide hereby waives, releases, and holds harmless County and all of its current, past, and future officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorne s fees, court costs and e penses including through the conclusion of any appellate proceedings, which were or which could have been raised or asserted by Worldwide or any individual or entity pursuing such matter on its behalf or as a purported assignee of Worldwide, caused or alleged to be caused, in whole or in part, by Count s actions at the Park associated with COVID-19 during the Closure Period, including any actions taken by County or any other governmental entity in limiting access to the Park. Worldwides release of County provided in this section shall survive the expiration or earlier termination of the Agreement. Worldwide and Count each represent and agree that Count s waiver of the Monthly Annual Guarantee installment payments as provided in this Third Amendment constitutes good and valuable consideration for Worldwides release provided herein and Worldwide hereby accepts such waiver as consideration for providing this release.

8. The Parties agree that if any conflict or ambiguity exists between this Third Amendment and the Agreement, this Third Amendment will control.

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

10. This Third 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 Third 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.

11. Preparation of this Third 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.

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

13. This Third 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 Third 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 Contractor, 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

By:  \_\_\_\_\_ (Date)  
Amanda Tolbert  
Assistant County Attorney

By: \_\_\_\_\_ (Date)  
Danielle French  
Deputy County Attorney

AMT/  
Third Amendment to Worldwide Sports Agreement  
8/16/2021

**THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND WORLDWIDE  
SPORTS MANAGEMENT GROUP, LLC, FOR PROMOTION AND MANAGEMENT OF  
INTERNATIONAL CRICKET EVENTS AND MAJOR CRICKET EVENTS AT THE CENTRAL BROWARD  
REGIONAL PARK**

WORLDWIDE

WITNESSES:

Worldwide Sports Management Group, LLC

Shantisamogj  
Signature

By: Krishna Persaud  
Krishna Persaud, President

SHANTA RAMSAMOOS  
Print Name of Witness above

Krishna Persaud  
Print Name and Title

Giselle Ferreira  
Signature

20<sup>th</sup> day of August, 2021

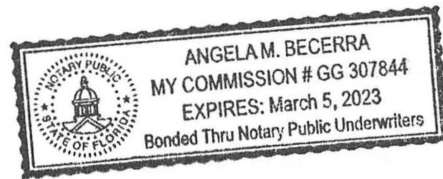
GISELLE FERREIRA

ATTEST:

Print Name of Witness above

[Signature]  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)



## Schedule A-1

Stadium-related Equipment, Capital Improvements, and Contributions Schedule

<b>Contract Year (CY)</b>	<b>Stadium-related Equipment, Improvements, and Capital Contribution Schedules</b>	<b>Estimated Expenditure</b>
(CY1)	<p>Within 30 days following the Effective Date of this Agreement:</p> <ul style="list-style-type: none"> <li>A. Order Super Sopper</li> <li>B. Order Tri-Vision Screens and covers.</li> <li>C. Order Cricket square covers.</li> <li>D. Sign contract to install and activate full internet cabling for broadcasting.</li> </ul>	\$100,000 (satisfied by Worldwide)
(CY2)	Upgrade the stadium lighting to LED.	\$550,000 (satisfied by Worldwide)
(CY3)	None.	
(CY4)	None.	
(CY5)	None.	
(CY6)	<p>The following projects must commence within the first 90 days of CY6 and be completed prior to the conclusion of CY6:</p> <ul style="list-style-type: none"> <li>A. Build three (3) permanent camera stands and two (2) portable camera stands.</li> <li>B. Design permit &amp; build a referees. room with air conditioner and a shower with hot and cold water, where the west side family restroom is presently located.</li> </ul>	\$85,000
(CY7)	None.	

	Option 1	
(CY8)	<b>The following projects must commence within the first 90 days of CY8 and be completed prior to the conclusion of CY8:</b> Build out four (4) corporate suites in the second floor of the field house.	\$190,000
(CY9)	None.	
(CY10)	None.	
(CY11)	None.	
(CY12)	None.	
	Option 2	
(CY13)	None.	
(CY14)	Scoreboard Design discussions shall commence no later than the thirtieth day of CY14.	
(CY15)	Stadium-related Capital Contribution for the Scoreboard shall be due and payable to County no later than the thirtieth day of CY15.	\$750,000
(CY16)	None.	
(CY17)	None.	