



**SECOND 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 Second Amendment ("Second Amendment") to the Agreement (hereinafter defined) 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 Promotion and Management of International Cricket Events and Major Cricket Events at the Central Broward Regional Park ("Original Agreement").

B. On March 5, 2019, County and Worldwide entered into a First Amendment to the Original Agreement ("First Amendment"), which clarified the rights and obligations of each party concerning the booking of cricket events at the stadium and park, amended Worldwide's obligations to provide stadium-related capital improvements, and updated other terms and conditions of the Original Agreement. The Original Agreement and First Amendment are collectively referred to as the "Agreement."

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

D. Worldwide has suffered negative financial impacts resulting from the COVID-19 public health emergency.

E. County and Worldwide desire to further amend the Agreement to reduce the Annual Guarantee (as defined therein), to provide specified time for Worldwide to become current on fees owed to County, to reduce the number of required event days, to modify Worldwide's insurance requirements, to modify the capital improvements schedule, and to remove Worldwide's obligation to provide internet services.

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 Second Amendment by reference.
2. This Second Amendment is retroactively effective as of June 14, 2020 (the "Effective Date").
3. Section 4.1 of the Agreement is amended as follows:

Worldwide shall pay to County an annual guaranteed sum ("Annual Guarantee") of ~~One Hundred Fifty-one Thousand Eight Hundred Thirty Dollars (\$151,830.00)~~ Eighty-four Thousand Three Hundred Fifty Dollars (\$84,350.00) per year for the right to promote and manage International Cricket Events and Major Cricket Events in the Stadium. The Annual Guarantee shall be paid in twelve (12) monthly installments ("Annual Guarantee Installment") ~~of Twelve Thousand Six Hundred Fifty-two Dollars and Fifty cents (\$12,652.50)~~. The first eleven (11) Annual Guarantee Installments each ~~Contract~~ Year will be Seven Thousand Twenty-Nine Dollars and Seventeen Cents (\$7,029.17). The twelfth (12<sup>th</sup>) Annual Guarantee Installment each ~~Contract~~ Year will be Seven Thousand Twenty-Nine Dollars and Thirteen Cents (\$7,029.13). The Annual Guarantee shall entitle Worldwide to the promotion and management rights for International Cricket Events and Major Cricket Events in the Stadium in accordance with this Agreement and shall include payment for Stadium reservation, pitch preparation, upstairs field house VIP area, second floor meeting room in Stadium fieldhouse, Presidential Viewing Box, concessions sales fee, alcohol sales fee, and Outer Park Buyout for up to a total of ~~nine (9)~~ five (5) calendar days of International Cricket Events, Major Cricket Events, or Anchor Team home games per year or a combination thereof. The Annual Guarantee shall not include the payment for any other Park amenities not specifically set forth above nor shall it include the other fees set forth in Section 4.5 below.

4. The Parties acknowledge and agree that Worldwide owes to County, but has not yet paid, the following amounts:

Dates	Amounts Owed by Worldwide to County
April 1 – 30, 2020	\$13,240.89
May 1 – 31, 2020	\$13,240.89
June 1 – 30, 2020	\$7,029.17
July 1 – 31, 2020	\$7,029.17
August 1 – 31, 2020	\$7,029.17
September 1 – 30, 2020	\$7,029.17
October 1 – 31, 2020	\$7,029.17
November 1 – 30, 2020	\$7,029.17
December 1 – 31, 2020	\$7,029.17
<b>TOTAL AMOUNT OWED</b>	<b>\$75,685.97</b>

The SEVENTY-FIVE THOUSAND, SIX HUNDRED EIGHTY-FIVE AND 97/100 DOLLARS (\$75,685.97) past-due amount owed by Worldwide to County is referred to as the "Deferred Amount".

5. Worldwide shall pay to County the full Deferred Amount to County on or before July 31, 2021, subject to the following minimum repayment requirements:

- A. At least twenty-five percent (25%) of the Deferred Amount must be paid to County on or before April 30, 2021;
- B. At least fifty percent (50%) of the Deferred Amount must be paid to County on or before May 31, 2021;

C. At least seventy-five percent (75%) of the Deferred Amount must be paid to County on or before June 30, 2021; and

D. Any remaining unpaid portion of the Deferred Amount must be paid on or before July 31, 2021.

Time is of the essence as to each installment and the final payment obligation provided in this section.

6. Payments made by Worldwide to County pursuant to paragraph 5 of this Second Amendment shall be credited to the past-due amounts in date order, starting from the oldest unpaid amount shown in the chart in paragraph 4 of this Second Amendment.

7. Provided Worldwide repays to County the Deferred Amount in accordance with paragraph 5 above, no interest shall accrue on the Deferred Amount. If Worldwide fails for any reason to make timely payments which satisfy the requirements stated in paragraph 5, County may provide written notice of same, providing Worldwide five (5) calendar days opportunity to make the required payment(s). Should Worldwide fail to make the required payment(s) within the five (5) calendar day curative period, such failure shall constitute a material breach of the Agreement; Worldwide's repayment obligations regarding the Deferred Amount shall be accelerated and all remaining portions of the Deferred Amount then unpaid shall become immediately due and payable; interest on the Deferred Amount remaining unpaid shall automatically accrue at the rate provided for in the Agreement applicable to late payments by Worldwide to County, with such interest commencing on such amount as of October 1, 2020; and County shall have the right to pursue any remedies available to it under the Agreement against Worldwide.

8. 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 attorneys' fees, court costs, and expenses, 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 the Closure Period, including any actions taken by County or any other governmental entity in limiting access to the Park. Worldwide's release of County provided in this section shall survive the expiration or earlier termination of the Agreement. Worldwide and County each represent and agree that County's agreement to not have previously declared Worldwide in breach for its failure to pay the amounts owed under the Agreement when due constitutes good and valuable consideration for Worldwide's release provided herein and Worldwide hereby accepts same as consideration for this release.

9. Section 6.2 of the Agreement is amended as follows:

Worldwide shall maintain, at its sole expense during the term of this Agreement, at least the minimum limits of insurance coverage designated in:

- i. Exhibit "B" during all Events, and
- ii. Exhibit "B-1" during all periods Worldwide is performing any contractual obligation in or upon Park property.

(inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. Notwithstanding the insurance obligations stated in this Agreement, Worldwide is not required to maintain the required policies of insurance during any time period greater than five (5) consecutive calendar days when the Park is closed to the public or when County has directed Worldwide not to perform Services. All required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by County. Any insurance, or self-insurance, maintained by County shall be in excess of, and shall not contribute to, the insurance provided by Worldwide. If Worldwide uses a subcontractor or vendor in connection with an Event or to perform any contractual obligations in or upon Park property, Worldwide shall require each subcontractor or vendor to obtain and maintain coverage of, at least, One Million Dollars per policy and name "Broward County" as an additional insured on the subcontractor's or vendor's Commercial General Liability, Workers' Compensation, Business Automobile Liability, and Excess/Umbrella policies.

10. Exhibit A-1 is hereby amended as follows:

#### Exhibit A-1

#### Stadium-related Equipment, Stadium-related Capital Improvement, and Minimum Scoreboard Design Requirements

All equipment and capital improvements must be new materials and approved by the Contract Administrator prior to time of ordering to ensure requirements are met. In addition, all Stadium-related Capital improvements must meet all applicable code requirements and include any necessary building permits, architectural drawings, engineering drawings, and approval by County and the City of Lauderhill.

...

- ~~Internet Service/Cabling~~
  - ~~Must provide speeds high enough for broadcast, at least 100 Mbps up and down~~
  - ~~Service to be provided at no cost to Broward County for the term of the contract~~
  - ~~Usage open to all County customers and Broward County~~
  - ~~At least two (2) Access ports~~
    - ~~One on West side of stadium (production truck staging location)~~
    - ~~One upstairs to second floor control room~~

11. The capital improvements schedule for the first five (5) Contract Years, as shown in Exhibit A and as previously modified by the First Amendment, is hereby further amended as follows (all provisions for years after Contract Year 5 remain in their entirety, unchanged from

the version contained in the First Amendment):

...

Contract Year (CY)	Stadium-related Equipment, Improvements, and Capital Contribution Schedules	Estimated Expenditure
(CY1)	Within 30 days following the Effective Date of this Agreement: <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)
(CY2)	<ul style="list-style-type: none"> <li>a. Upgrade the stadium lighting to LED.</li> </ul>	\$550,000 (satisfied)
(CY3)	<p><del>The following projects must commence within the first 90 days of CY3 and be completed prior to the conclusion of CY3:</del></p> <ul style="list-style-type: none"> <li><del>a. Build three (3) permanent camera stands and two (2) portable camera stands.</del></li> <li><del>b. Build soundproof wall for broadcast area in conference room.</del></li> <li><del>c. 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.</del></li> </ul> <p><u>None.</u></p>	\$85,000
(CY4)	None.	
(CY5)	<p><del>None.</del></p> <p><u>The following projects must commence within the first 90 days of CY5 and be completed prior to the conclusion of CY5:</u></p> <ul style="list-style-type: none"> <li><u>a. Build three (3) permanent camera stands and two (2) portable camera stands.</u></li> <li><u>b. Build soundproof wall for broadcast area in conference room.</u></li> <li><u>c. Design permit &amp; build a referees' room with air conditioner and a shower with hot and cold water.</u></li> </ul>	<u>\$85,000</u>

	<u>where the west side family restroom is presently located.</u>	
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12. The Parties agree that if any conflict or ambiguity exists between this Second Amendment and the Agreement, this Second Amendment will control.

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

14. 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.

15. 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.

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

17. 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 \_\_\_\_\_, 2021, and Contractor, signing by and through its \_\_\_\_\_ duly authorized to execute same.

COUNTY

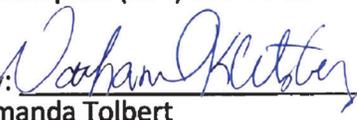
ATTEST:

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  
Telecopier: (954) 357-7641

By:  \_\_\_\_\_ 03/16/2021  
Amanda Tolbert (Date)  
Assistant County Attorney

Nathaniel Klitsberg  
for Amanda Tolbert

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

Digitally signed by MAITE AZCOITIA  
Date: 2021.03.16 14:07:02 -04'00'

AMT/nk  
Second Amendment to WW Cricket  
03/02/2021  
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SECOND 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

*C. Vieira*  
Signature

By: *Kristina Persaud*  
Authorized Signor

Catrina Vieira  
Print Name of Witness above

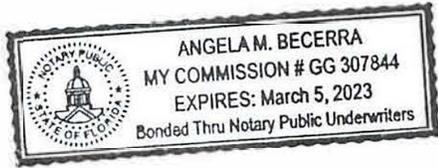
Kristina Persaud, Solo Member Manager  
Print Name and Title

*Narendra Sukndes*  
Signature

15<sup>th</sup> day of March, 2021

NARENDRA SUKNDDES  
Print Name of Witness above

ATTEST:  
*[Signature]*  
Corporate Secretary or other person authorized to attest



(CORPORATE SEAL OR NOTARY)