

**FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN
BROWARD COUNTY AND PRINCESS CRUISE LINES, LTD. FOR A LIMITED PURPOSE AND TERM**

This First Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and Princess Cruise Lines, Ltd., a Bermuda corporation ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the License Agreement for a Limited Purpose and Term, dated June 2, 2025 (the "Agreement"), wherein County granted to Licensee, at no cost to Licensee for such grant (except the costs associated with Licensee's obligations as set forth in the Agreement), a nonexclusive, revocable license to enter Port Everglades for the limited purposes of: (a) placing the Princess Sea Witch logo in a vinyl applique on the east section of the sky walk bridge between the Heron Garage and Cruise Terminal 2 at Port Everglades; (b) placing the Port Everglades logo in a vinyl applique on the west section of the same sky walk bridge; (c) maintaining the aforementioned Princess Sea Witch logo and Port Everglades logo; and (d) thereafter removing the aforementioned Princess Sea Witch logo.

B. Licensee has met its above-referenced obligations regarding placement and maintenance.

C. The Agreement expires on September 30, 2025. The Parties desire to extend the Agreement for an additional four (4) years so that Princess can continue to display and maintain the logos.

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. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 3 of the Agreement is amended as follows:

3. Term and Termination. The term of this Agreement shall retroactively begin on October 1, 2024, and end ~~one year~~ **five (5) years** thereafter. Notwithstanding anything herein to the contrary, County may terminate this Agreement at any time for convenience and without cause by written notice provided by County's Port Director. Termination shall be effective upon the date stated in the written notice, which will not be less than fifteen

(15) calendar days after the date of such written notice. "Port Director" means the Port Director or Acting Port Director of the Port Everglades Department.

4. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor 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 Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

5. 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.

6. 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.

7. Contractor acknowledges that through the date this Amendment is executed by Contractor, Contractor has no claims or disputes against County with respect to any of the matters covered by the Agreement.

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

9. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is 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 _____, 20__; and _____, 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 _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 302
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404

By _____ (Date)
Carlos Rodriguez-Cabarrocas
Senior Assistant County Attorney

CRC:dh
Princess Sea Witch Amendment(1184474.1) final
8/22/2025
#1184474.1

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LICENSEE

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 20____