

FIRST AMENDMENT TO FACILITY USE AGREEMENT

This FIRST AMENDMENT TO FACILITY USE AGREEMENT ("First Amendment") is made and entered into this ____ day of October, 2023, by and between CITY OF FORT LAUDERDALE, FLORIDA, a Florida municipal corporation, ("CITY"), whose address is 100 N. Andrews Ave., Fort Lauderdale, Florida 33301, and FLORIDA BEACH BOWL INC., a Florida Not For Profit Corporation ("USER"), whose address is 2045 Biscayne Blvd, Suite 490, Miami, FL 33137.

RECITALS

WHEREAS, the CITY and FLORIDA BEACH BOWL INC., entered in a Facility Use Agreement on June 15, 2023, granting USER the right, license, and privilege to occupy and use the premises branded and presently known as DRV PNK Stadium on December 28, 2023 (hereinafter "Facility Use Agreement"); and

WHEREAS, Paragraph 16 of the Facility Use Agreement provides that "[n]o modification, amendment or alteration of the terms or conditions of this Agreement shall be effective unless contained in a written document duly executed by both parties, with the same formality as this Agreement"; and

WHEREAS, USER seeks to change the date of use from December 28, 2023 to December 13, 2023 at the request of the National Collegiate Athletic Association;

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the receipt and sufficiency are hereby acknowledged, the CITY and USER agree as follows:

1. The recitations set forth above are true and correct and are incorporated herein. Initial capitalized terms or other such terms used herein shall have the same meaning given such terms in the Lease, unless otherwise defined herein or unless the context otherwise indicates.
2. Amendments.
 - a. Section 2 TERM. of the Facility Use Agreement is hereby amended as follows:

"USER shall have use of the Stadium, on Thursday, December ~~28~~13, 2023, subject to the rights, title and interest of MIAMI BECKHAM outlined in the Comprehensive Agreement (the "Period of Use")."
 - b. Section 4. USE OF THE PREMISES. of the Facility Use Agreement is hereby amended as follows:

CODING: Words, symbols, and letters ~~stricken~~ are deletions; words, symbols, and letters underlined are additions.

"USER shall use and occupy the Stadium on Thursday, December ~~28~~13, 2023, for the exclusive and limited purpose of hosting a football bowl game between a Historically Black College or University ("HBCU") Bowl Game and a Mid-Major Division 1 football program. The Stadium shall not be used for any other purpose whatsoever without the written consent of the CITY. USER covenants that it will not, without written consent of the CITY, permit the Stadium to be used or occupied by any person, firm, entity, or corporation other than USER and its agents. USER shall not permit the Stadium to be used or occupied in any manner which will violate any laws or regulations of any governmental authority. USER shall not use or authorize the use of the Stadium in any manner which would have a material detrimental impact on the Stadium."

c. Section 10. AUTHORITY OF CITY MANAGER. of the Facility Use Agreement is hereby amended as follows:

"USER shall coordinate the use of the Stadium in accordance with the terms and conditions outlined in this Agreement. The City Manager is hereby authorized to approve a substitute date of use that is a date within 30 days of December 13, 2023, upon receipt of reasonable notice from the USER and in proof of consent from MIAMI BECKHAM. Such substitute date of use shall not be an additional day of use. The City Manager shall notify USER when, in the City Manager's reasonable opinion, such activities may be or are detrimental to the public or to the CITY, or if the CITY has reason to believe that USER, its agents, subcontractors, independent contractors and/or employees have violated any law, rule or ordinance. After consultation with USER, the CITY reserves the right to eject or cause to be ejected from the Stadium any person or persons causing a disturbance and neither the CITY nor any of its officers, agents or employees shall be liable to USER for any damages that may be sustained by USER through the exercise by the CITY of such right. The decision of the City Manager in such regard shall be final and binding."

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY

WITNESSES:

CITY OF FORT LAUDERDALE

Print:_____

By: _____
Dean J. Trantalis, Mayor
____ day of _____, 2023

Print:_____

By: _____
Greg Chavarria, City Manager
____ day of _____, 2023

(CORPORATE SEAL)

ATTEST:

David R. Soloman, City Clerk

Approved as to form and correctness:
D'Wayne M Spence
Interim City Attorney

Patricia SaintVil-Joseph, Esq.
Assistant City Attorney

USER

WITNESSES:

FLORIDA BEACH BOWL INC., a
Florida Not For Profit Corporation,
2045 Biscayne Blvd, Suite 490, Miami,
FL 33137

Signature

By: _____
Robenson Victor, CEO/President

Print witness name above

____ day of _____, 2023

Signature

Print witness name above

(CORPORATE SEAL)

ATTEST:

Secretary Signature

Print name above

STATE OF FLORIDA;
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by **Robenson Victor**, as CEO/President of **FLORIDA BEACH BOWL INC.**, a Florida Not For Profit Corporation.

(NOTARY SEAL)

Notary Public, State of Florida
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned
Name of Notary Public)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

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**JOINDER AND CONSENT TO FACILITY USE AGREEMENT BETWEEN CITY OF
FORT LAUDERDALE AND FLORIDA BEACH BOWL INC. FOR THE USE OF THE
DRV PNK STADIUM ON THURSDAY, DECEMBER 28, 2023**

WE, THE UNDERSIGNED, DULY AUTHORIZED REPRESENTATIVES OF THE MIAMI BECKHAM UNITED LLC, A DELAWARE LIMITED LIABILITY COMPANY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF FLORIDA, AND ITS RESPECTIVE AFFILIATES, SUCCESSORS AND ASSIGNS ("MIAMI BECKHAM"), HAVING READ THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND FLORIDA BEACH BOWL INC. FOR THE USE OF THE DRV PNK STADIUM ON THURSDAY, DECEMBER 28, 2023, HEREBY CONSENT TO ALL SAID TERMS AND CONDITIONS TO BE EFFECTIVE ON THE FIRST DATE CONTAINED THEREIN.

MIAMI BECKHAM

WITNESSES:

MIAMI BECKHAM UNITED LLC, a
Delaware Limited Liability Company
authorized to transact business in Florida

Signature

Print witness name above

By: _____
Pablo Alvarez
Vice President & General Counsel

ATTEST:

Signature

Print witness name above

Secretary signature

Print Secretary name

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by **Pablo Alvarez**, as Vice President and General Counsel for **MIAMI BECKHAM UNITED LLC**, a Delaware Limited Liability Company authorized to transact business in the State of Florida.

(SEAL)

Signature of Notary Public- State of Florida

Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____