FIRST 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 First Amendment to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and Worldwide Sports Management Group, LLC, a Florida limited liability company ("Worldwide"), is entered into effective as of the date this First Amendment is fully executed by the Parties.

#### **RECITALS:**

- A. County and Worldwide entered into an agreement dated June 14, 2017, for the promotion and management of International Cricket Events and Major Cricket Events at the stadium at Central Broward Regional Park (the "Agreement").
- B. County and Worldwide desire to amend the Agreement to clarify the rights and obligations of each party concerning the booking of cricket events at the stadium and park, to amend Worldwide's obligations in providing stadium-related capital improvements, and to update other terms and conditions of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Section 4.1 of the Agreement is hereby amended as follows:
  - 4.1 Worldwide shall pay to County an annual guaranteed sum ("Annual Guarantee") of One Hundred Fifty-Qone Thousand Eight Hundred and Thirty Dollars (\$151,830.00) 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 ("Monthly Annual Guarantee Installment") of Twelve Thousand Six Hundred Fifty-two Dollars and Fifty cents (\$12,652.50). 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) 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.

- 2. Section 4.2 of the Agreement is hereby amended as follows:
  - 4.2 The Monthly Each Annual Guarantee Installment payment shall be due and payable by Worldwide, in advance without setoff or deduction except as may be expressly permitted in this Agreement, by Worldwide commencing on the effective date of this Amendment, and thereafter no later than the first day of each month, without billing by County, at the address listed in the "Notices" section. If the any Monthly Annual Guarantee Installment payment is not received by County by the fifth (5th) day of the month in which it is due, beginning on the sixth day (6<sup>th</sup>), a late fee in the amount of One Hundred Dollars (\$100.00) per day, up to a maximum amount equal to five percent (5%) of the late Annual Guaranty Installment, shall accrue until the Monthly Annual Guarantee Installment payment is received by County. The payment of a late fee shall not prohibit County from exercising its right to terminate as set forth in Article 7 of this Agreement. In the event that the eEffective dDate of this Agreement falls on a day other than the first day of the month, the first Monthly Annual Guarantee Installment payment shall be prorated accordingly. Should the first day of any month fall on a weekend day or holiday, the applicable Annual Guarantee Installment payment shall be due and payable on the last County business day of the previous month.
  - 3. Section 4.5 of the Agreement is hereby amended as follows:
    - 4.5 For each International Cricket Event or Major Cricket Event scheduled at the Stadium, Worldwide shall pay the following fees:

Gate admission charge of \$1.50 per person,

Stadium lighting charges, \$200 per hour,

Additional Stadium hours over eight (8) hours per day charged at the prorated rate, Park Curator's overtime hours (\$45.00),

County\_approved Stadium practice days at the rate of \$1,000 \$750.00 (up to eight (8) hours),

County\_approved Set-Up Days and Take-Down Days at the rate of \$1,000 per day, Stadium Closure to protect field at the rate of \$1,000 per day (up to eight (8) hours), and Water Park Buy Out (if necessary) and

- 4. Article 4, ANNUAL GUARANTEE AND FEES, is hereby amended and replaced with a new Section 4.8 as follows:
  - 4.8 Upon completion of the installation of internet cabling, County will not charge Worldwide to utilize the cabling for any Worldwide Event. Third-party events that utilize the cable will be charged a minimum fee by County in the amount of Five Hundred Dollars (\$500.00) per day. Commencing with Contract Year 3, Worldwide shall receive a credit for cable fees received by County from third parties in an amount up to Eight Thousand Dollars (\$8,000.00) per Contract Year with all sums in excess of that amount retained by County. The credit shall be calculated within sixty (60) days after conclusion of a Contract

<u>Year and applied against the Annual Guarantee for the subsequent Contract Year, and the</u> Annual Guarantee Installment shall be adjusted accordingly.

- 5. Section 4.7 of the Agreement is hereby deleted as follows:
  - 4.7 In addition to the above fees, Worldwide shall provide, at its sole cost and expense, an international level professional approved curator to work in coordination with the Park's curator at all International Cricket events. The professional approved curator shall be approved by the Contract Administrator.
- 6. Article 9, STADIUM BOOKINGS, of the Agreement is hereby amended as follows:
  - 9.1 Within five (5) days after the Effective Date of this Agreement, and within five (5) days after the onset of each subsequent Contract Year, County shall provide Worldwide with an event calendar of all events booked at the Park for that Contract Year ("Event Calendar"). Worldwide shall use the Event Calendar to schedule International Cricket Events and Major Cricket Events at the Stadium for the applicable Contract Year.
  - 9.2 International Cricket Events. In accordance with the Annual Cricket Guarantee set forth in Section 1.1 of Exhibit A, commencing on the first anniversary of the Effective Date, Worldwide may provide County with requested dates for three (3) International Cricket Events in furtherance of the satisfaction of Worldwide's obligations set forth in Section 1.1 of Exhibit A, and may provide County with requested dates for two (2) additional International Cricket Events, up to five (5) International Cricket Events per Contract Year, for a combined total of up to nine (9) Event Days ("Requested Dates") each Contract Year. In the event that International Cricket Events are held on two (2) consecutive weekends, it is the intent of this provision to recognize a separate two-day tournament that is held mid-week as a separate International Cricket Event.
    - 9.2.1 During the period July 15 through September 15 of each Contract Year ("First Option Period"), Worldwide shall have first option to book International Cricket Events at the stadium. Worldwide must give County written notice of an International Cricket Event booking no less than ninety (90) days' prior to the applicable Event. Labor Day weekend (Friday through Monday, inclusive) is expressly excluded from Worldwide's First Option Period each Contract Year and is exclusive to County's use or booking of events without being subject to rescheduling, as described in the following sentence, during that time. At all other times during the First Option Period, County may book events at the stadium, but shall advise the party booking the event that the event is subject to being rescheduled. Worldwide shall receive County's approval of the Requested Dates during the First Option Period upon its compliance with the notice provision of this section. County and Worldwide stipulate that each will use its best efforts each Contract Year to accommodate any event booked by the Greater Fort Lauderdale Convention and Visitors Bureau that requires the use of the stadium during the First Option Period.

9.2.1 9.3 At all times other than the First Option Period, If if the Stadium is available on the Requested Dates, County shall block the Requested Dates and shall not accept requests from the public to schedule any events in the Stadium on those dates ("Blocked Stadium Dates"), subject to the following:

9.2.1 9.3.1 Worldwide must submit Confirmation of Blocked Stadium Dates not less than ninety (90) calendar days prior to the event or the Blocked Stadium Dates will be released by County to the public for scheduling.

9.2.2 9.3.2 Until County is in receipt of Confirmation from Worldwide for the Blocked Stadium Dates, County will continue to allow the public to reserve shelters during any Blocked Stadium Dates. The Parties shall comply with the procedures and obligations under Sections 9.2.2 set forth in this Agreement for Shelter Reservations in the event Shelters are reserved prior to County's receipt of a Confirmation from Worldwide.

9.2.3 9.3.3 Following submission by Worldwide of up to five (5) Requested Dates, in the event Worldwide submits a request for another International Cricket Event, one of the previous Blocked Stadium Dates shall be released by County and returned to the Stadium rental pool for scheduling by the public. Worldwide will be provided the option to determine which Blocked Stadium Dates will be released.

9.2.2 9.4 In the event the Requested Dates conflict with any previously scheduled Stadium event ("PSS Event") or a reserved shelter ("Shelter Reservation"), County will contact the PSS Event holder or Shelter Reservation holder in an attempt to reschedule the PSS Event or Shelter Reservation in accordance with the provisions set forth herein.

#### PSS Events.

9.2.2.1 9.4.1 In the event the PSS Event holder is willing to reschedule its event, Worldwide shall pay to County all fees that were due to County from the PSS Event holder ("Rescheduling Fee"). Worldwide shall pay the Rescheduling Fee to County within fourteen (14) calendar days of receipt of Notice of Availability.

9.2.2.2 9.4.2 In the event the PSS Event holder opts to cancel its event, as opposed to rescheduling, Worldwide shall pay County all fees that were due to County from the PSS Event holder and shall pay the Park admission fee for the PSS Event's anticipated attendance ("Cancellation Fee"). Worldwide shall pay the Cancellation Fee to County within fourteen (14) calendar days of receipt of Notice of Availability.

9.2.2.3 9.4.3 In the event the PSS Event holder is not willing to reschedule its event, County will provide a Notice of No Availability informing Worldwide that the Stadium is not available and the PSS Event will remain as scheduled.

## Shelter Reservations.

9.2.2.4 9.4.4 In the event the Shelter Reservation holder is willing to reschedule its Shelter Reservation, Worldwide shall pay County the costs of a Shelter Reservation for the rescheduled date ("Rescheduled Shelter Fee"). Worldwide shall pay the Rescheduled Shelter Fee within fourteen (14) calendar days of receipt of Notice of Availability.

9.2.2.5 9.4.5 In the event the Shelter Reservation holder opts to cancel its rental, as opposed to rescheduling, Worldwide shall pay County all fees that were due to County from the Shelter Reservation holder and shall pay the Park admission fee for the Shelter Reservation's anticipated attendance ("Cancellation Fee"). Worldwide shall pay the Cancellation Fee to County within fourteen (14) calendar days of receipt of Notice of Availability.

9.2.2.6 9.4.6 In the event the Shelter Reservation holder is unwilling to reschedule its Shelter Reservation, the Shelter Reservation will remain as scheduled and Worldwide shall take all necessary actions to ensure that the International Cricket Event shall not interfere with the Shelter Reservation, and the Shelter Reservation holder shall not be subject to any parking fees charged by Worldwide for the International Cricket Event.

9.2.3 9.5 Worldwide agrees to be responsible for the payment of the applicable Rescheduling Fee, Cancellation Fee, or Rescheduled Shelter Fee upon its submission of any Requested Dates which conflict with any PSS Event or Shelter Reservation. The failure of any International Cricket Events to actually occur on the Requested Dates shall not relieve Worldwide of its obligation to pay the applicable Rescheduling Fee, Cancellation Fee, or Rescheduled Shelter Fee.

#### 9.2.4 9.6 Notice of Availability or Notice of No Availability.

#### iii. Ninety (90) Calendar Days or less:

In the event the Requested Dates provided to County by Worldwide are less than ninety (90) calendar days from the Event, County shall provide the Notice of Availability or Notice of No Availability within three (3) business days of receipt of Worldwide's Requested Dates. In the event the Stadium is available, Worldwide shall be granted Stadium Blocked Dates. Confirmation from Worldwide must be received by County within three (3) business days of

issuance of the Notice of Availability or the Blocked Stadium Dates will be released by County to the public for scheduling.

ivii. More than Ninety (90) Calendar Days:

In the event the Requested Dates provided to County by Worldwide are more than ninety (90) calendar days from the Event, County shall provide the Notice of Availability or Notice of No Availability within five (5) business days of receipt of Worldwide's Requested Dates. In the event that the Stadium is available, Worldwide shall be granted Stadium Blocked Dates. A Confirmation from Worldwide must be received by County not less than ninety (90) calendar days prior to the Event or the Blocked Stadium Dates will be released by County to the public for scheduling.

- 9.3 9.7 Major Cricket Events. Worldwide shall provide County with desired dates for Major Cricket Events. Major Cricket Events shall be subject to the availability of the Stadium, and the procedures in Sections 9.2 9.3, 9.4, 9.5, and 9.6 shall not apply. County shall block the Major Cricket Events dates and not accept requests from the public to schedule any events in the Stadium following receipt of Confirmation from Worldwide for the Major Cricket Events and payment of all applicable fees.
- 9.4 9.8 Excess International Cricket Events. Desired dates for any International Cricket Events in excess of five (5) International Cricket Events per Contract Year or for a combined total of more than nine (9) days shall be subject to the availability of the Stadium, and the procedures in Sections 9.2 9.3, 9.4, 9.5, and 9.6 shall not apply. County shall block the Excess International Cricket Events dates and not accept requests from the public to schedule any events in the Stadium for those dates following receipt of Confirmation from Worldwide for the Excess International Cricket Events and payment of all applicable fees.
- 9.5 9.9 Worldwide shall not contact, either directly or indirectly, any PSS Event holders or Shelter Reservation holders regarding any PSS Event or Shelter Reservation that conflicts or may conflict with any date(s) chosen or desired by Worldwide for any International Cricket Events or Major Cricket Events.
- 7. Section 12.1 of the Agreement is hereby amended as follows:
  - 12.1 Within forty eight (48) hours of approval of this Agreement by the Board, Worldwide shall deliver to County one (1) irrevocable Letter of Credit (the "Letter of Credit," which term shall be deemed to include each replacement thereof). The Letter of Credit shall (a) be irrevocable, (b) be issued by a federally or state chartered bank (the "Issuer") reasonably acceptable to County, (c) be in an initial amount of Two Hundred Sixty-five Thousand Dollars (\$265,000) Seventy Thousand Dollars (\$70,000.00), and thereafter in an amount not less than the undrawn balance of the Letter of Credit being

replaced or such greater or lesser amount as required in this Section, (d) have an expiration date no earlier than the last day of the current Contract Year, and (e) be in a form reasonably acceptable to County and shall be available by sight draft with no additional documents or requirements, other than those stated in this Section. The Letter of Credit shall provide that it may be drawn against, in whole or in part, in accordance with the procedures of this Article 12 by presentation to the Issuer of a sight draft, the form of which shall be agreed to by the Parties within ninety (90) days after the execution of this Agreement. No other requirements shall be imposed as a condition of drawing on the Letter of Credit. Sixty (60) days prior to the expiration date of the Letter of Credit, Worldwide shall provide County with reasonable evidence that Worldwide has renewed the Letter of Credit for a period of no less than one (1) year from its current expiration date. in the amounts indicated on Exhibit "A" for each Contract Year. The amount of change in the face amount of the Letter of Credit will be as indicated on Exhibit "A". The Letter of Credit shall be deemed a Parent Guarantee.

## 8. Section 16.15 of the Agreement is hereby amended as follows:

16.15 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article. Any reference to "days" means calendar days unless expressly stated otherwise.

## 9. Section 1.1 of Exhibit A is hereby amended a follows:

1.1. Worldwide shall <u>use commercially reasonable efforts to</u> deliver in Contract Year ½ and Contract Year ½ 3 a combined minimum of six (6) International Cricket Events. Beginning in Contract Year ¾ 4 and each Contract Year thereafter, Worldwide shall <u>use commercially reasonable efforts to</u> deliver a minimum of three (3) International Cricket Events ("Annual Cricket Guarantee") in each Contract Year. A failure by Worldwide to meet the Annual Cricket Guarantee during any Contract Year will not be deemed a default by Worldwide if Worldwide used commercially reasonable efforts to meet the Annual Cricket Guarantee for that Contract Year. All International Cricket Events shall be televised internationally or live-streamed with both live video and audio coverage of the Event over the Internet and meet all the requirements of the definition set forth in Section 1.18 of this Agreement. Each International Cricket Event shall be separated by a minimum of four (4) two (2) calendar days; provided, however, if cricket matches meeting the definition of International Cricket Events are played over a span of time between and

including two consecutive weekends, the cricket matches may be counted as two (2) International Cricket Events.

## 10. Section 2.11.1 I of Exhibit A is hereby amended as follows:

I. <u>County will Pprovide</u> an international level professional curator and grounds staff <del>for a period of time determined by County</del> to prepare cricket pitch and wickets prior to and during each Event. The professional curator shall be required to coordinate all activities with the Contract Administrator and County curator.

Worldwide may elect to provide professional curator services and undertake maintenance and preparation of the cricket square by giving County no less than one hundred eighty (180) days' notice of such election. If Worldwide elects to provide the curator services, Worldwide shall be fully responsible for maintaining and preparing the 40 x 80 foot cricket square at the highest ICC pitch level. Worldwide shall routinely and continuously perform all improvements and upkeep of the cricket square, at no cost to County, on a year-round basis. Improvements and upkeep shall include, but not be limited to, cutting, rolling, grooming, adding clay, seeding, fertilizing, and all renovations of the square. Worldwide shall be solely responsible for acquisition and storage offsite of all equipment and tools necessary to perform the maintenance, preparation, improvements, and upkeep of the cricket square at no cost or expense to County. Prior to commencing the maintenance and preparation of the cricket square, Worldwide shall prepare written protocols and procedures for the maintenance and preparation of the cricket square, and submit those protocols and procedures to the Contract Administrator for the Contract Administrator's written approval, which approval shall not be unreasonably withheld or delayed. Worldwide will be responsible for the pitch and wicket preparation and covering the square, day of match wicket, and field markings, including, but not limited to, the boundary rope for all Worldwide and non-Worldwide cricket matches that are scheduled at the stadium, at no cost to the stadium customer or County. Worldwide will also be responsible for protecting the cricket square during non-cricket events.

Worldwide shall employ an experienced, international level professional pitch curator, subject to County approval which shall not be unreasonably withheld or delayed, to perform the maintenance, preparation, improvement, and upkeep services on the cricket square. Worldwide agrees that the Worldwide pitch curator will be covered by Worldwide's workers' compensation insurance and benefits, must be legally able to work in the United States, and must comply with all Broward County employee rules, regulations, and employee code of conduct. The Worldwide curator must be an approved volunteer in County's parks program to be able to use County equipment. Worldwide's curator shall wear a uniform approved by the Division while on site at the Stadium to show that the curator is working at the stadium. Worldwide's curator will be allowed

access to the Stadium facility only during posted park hours and during extended stadium hours during cricket matches for pitch preparation.

If Worldwide elects to provide the curator services, then, upon Worldwide's commencement of maintenance and preparation of the cricket square, Worldwide shall receive a credit in the amount of Thirty Thousand Dollars (\$30,000.00) annually during each Contract Year, against the Annual Guarantee. The credit shall be applied in equal monthly installments of Two Thousand Five Hundred Dollars each (\$2,500.00) to each Annual Guarantee Installment. In the event that Worldwide's commencement of maintenance and preparation obligations occurs on a date other than the first day of Contract Year 2, the credit shall be prorated accordingly based upon the number of days remaining in Contract Year 2 as a percentage of three hundred sixty-five (365) days, and application of the credit shall commence the month following Worldwide's commencement of the cricket square maintenance and preparation obligations.

- 11. Section 8.1 of Exhibit A is hereby amended as follows:
  - 8.1 No later than the thirtieth day of Contract Year 7, Worldwide shall pay to County the amount of Thirty Thousand Dollars (\$30,000) to be used for Stadium-related needs in County's sole discretion.
- 12. The following Schedule contained in Exhibit A is hereby amended as follows:

## Stadium-related Equipment, Capital Improvements, and Contributions Schedule

Contract Year (CY)	Stadium-related Equipment, Improvements, and Capital Contribution Schedules	Letter of Credit* Estimated Expenditure
(CY1)	<ul> <li>Within 30 days following the Effective Date of this Agreement:</li> <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>	\$265,000 \$100,000 (satisfied)
(CY2)	None  a. Upgrade the stadium lighting to LED.	\$152,000 \$550,000 (satisfied)

(CY10) The following project must commence within the first 90 days of CY10 and be completed prior to the conclusion of CY10:  Build out four (4) corporate suites in the second floor of the field house.  None  Option 2	portable camera stands.  b. Build soundproof wall for broadcast area in conference room.  c. Design permit & build a referees room with air conditioner and a shower with hot and cold water, where the west side family restroom is presently located.  d. Design, permit, and build a home team locker room.  (CY4) None  (CY5) The following projects must commence within the first 90 days of CY5 and be completed prior to the conclusion of CY5:  None  a. Upgrade the stadium lighting to LED. b. Design, permit, and build permanent aluminum bleachers for 5,000 people where the mound seating is presently located.  (CY6) None  (CY7) \$30,000 to be expended at the discretion of the County The following project must commence within the first 90 days of CY7 and be completed prior to the conclusion of CY7:  Build out four (4) corporate suites in the second floor of the field house.  (CY8) None  (CY9) None  (CY9) None  (CY10) The following project must commence within the first 90 days of CY10 and be completed prior to the conclusion of CY10:  Build out four (4) corporate suites in the second floor of the	
conditioner and a shower with hot and cold water, where the west side family restroom is presently located. d. Design, permit, and build a home team locker room.  (CY4) None \$152,000  (CY5) The following projects must commence within the first 90 days of CY5 and be completed prior to the conclusion of CY5:  None a. Upgrade the stadium lighting to LED. b. Design, permit, and build permanent aluminum bleachers for 5,000 people where the mound seating is presently located.  (CY6) None \$152,000  (CY7) \$30,000 to be expended at the discretion of the County The following project must commence within the first 90 days of CY7 and be completed prior to the conclusion of CY7:  Build out four (4) corporate suites in the second floor of the field house.  (CY8) None \$152,000  (CY9) None \$152,000  S152,000  \$402,000  S152,000  \$402,000	conditioner and a shower with hot and cold water, where the west side family restroom is presently located. d. Design, permit, and build a home team locker room.  (CY4)  None  (CY5)  The following projects must commence within the first 90 days of CY5 and be completed prior to the conclusion of CY5:  None  a. Upgrade the stadium lighting to LED. b. Design, permit, and build permanent aluminum bleachers for 5,000 people where the mound seating is presently located.  Option 1  (CY6)  None  (CY7)  \$30,000 to be expended at the discretion of the County The following project must commence within the first 90 days of CY7 and be completed prior to the conclusion of CY7:  Build out four (4) corporate suites in the second floor of the field house.  (CY8)  None  (CY9)  None  (CY10)  The following project must commence within the first 90 days of CY10 and be completed prior to the conclusion of CY10:  Build out four (4) corporate suites in the second floor of the following project must commence within the first 90 days of CY10 and be completed prior to the conclusion of CY10:  Build out four (4) corporate suites in the second floor of the	
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Option 2		\$402,000
(CY11)   None   \$152,000		\$ <del>152,000</del>

(CY12)	Scoreboard Design discussions shall commence no later than the thirtieth day of CY 12	<del>\$152,000</del>
(CY13)	Stadium-related Capital Contribution for the Scoreboard shall be due and payable to County no later than the thirtieth day of CY 13.	
(CY14)	None	\$ <del>152,000</del>
(CY15)	None	\$152,000

The annual Letter of Credit amount shall include the Annual Guarantee, Stadium-related Contributions, and the estimate of the required Stadium-related Equipment and Stadium-related Capital Improvements in the applicable Contract Year. The figures set forth in the above schedule are current estimates that may be subject to change.

13. Exhibit A-1 is hereby amended as follows (original underlining omitted other than Contract Year headings):

# 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.

#### **Contract Year 1 Stadium-related Equipment**

- > "Super Sopper" to remove water from cricket pitch/field without damaging clay
  - Kuranda Super Sopper New Whale, or similar
  - Full hydraulic operation
  - Powered by at least 25 horsepower engine
  - Canopy cover

## > ICC Standard Mechanical Tri-Vision Sightscreens

- Portable, on wheels
- Impact resistant (up to 100 mph cricket ball impact)
- Dimensions: Approximately 24' long and 20' high (Approximately 24' by 12' without the wheels)
- Shall meet ICC standards

## Cricket square covers

- Quantity: one (1)
- Color: The parties shall reasonably decide color

- Lightweight
- Durable
- Dimensions: Approximately 50' by 80'
- At least 5 reinforced grab handles per side (every 15')
- Thickness: 16 mil.

#### > Run-up covers

- Quantity: two (2)
- Color: one side must be white
- Lightweight
- Durable
- Dimensions: Approximately 60' by 40'
- Reinforced grab Handles
- Thickness: 12 mil.

## ➤ 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

## **Contract Year 2 Stadium-related Capital Improvements**

## > Stadium Lighting Upgrade to LED system

- Must tie into Musco Control-Link system (or existing system currently in use by Stadium)
- Meet or exceed stadium industry standard light level
- Warrantied for ten (10) years
- Design to be approved by the Contract Administrator and all appropriate County and other governmental agencies.

## **Contract Year 3 Stadium-related Capital Improvements**

## > Permanent Camera/Operator Stands

- Quantity: three (3)
- Locations: one on east side of stadium seating section, one on west side of stadium seating section, one behind north sight screen (to align with center of cricket square)
- To include cabling to production truck location (West side of stadium) and to upstairs control room
- Must be wired per industry standard for production

- Designs to be approved by Contract Administrator and all appropriate Broward agencies
  - North Center Permanent Camera stand built outside perimeter field fence.
- Must be built suitable for at least two cameras and operators
- Approximately 24' height, 34' width, 8' depth
- Working platform approximately 34' by 8'
- 8' canopy cover to provide sun and rain protection (brings total structure to approximately 32' height)
- Stairs from base to platform
- Design to be approved by the Contract Administrator and all appropriate Broward agencies
- Other two permanent Camera Stands.
- Built in line with the mid-wicket outside the perimeter field fence located one on the east and one on the west side. At least 12 feet high with a canopy for sun and rain protection.
- Must be built suitable for at least one camera and operator
- Working platform approximately 6' by 8'
- Stairs from base to platform
- Design to be approved by the Contract Administrator and all appropriate Broward agencies.

## > Portable Camera/Operator Stands

- Quantity: two (2)
- To be constructed as scaffolding on wheels (portable)
- Approximately 20' height, 10' width, 8' depth
- Working platform approximately 10' by 8'
- 8' canopy cover to provide sun and rain protection (brings total structure to approximately 28' height)
- Stairs from base to platform
- With outrigging to stabilize structure
- Wrapped with black screening (to be at least 80% ocapacity)
- ➤ Design to be approved by the Contract Administrator and all appropriate Broward agencies.

#### Soundproof Wall for broadcast area

- To divide broadcast room on west-side of current 2<sup>nd</sup>-floor "Presidential Viewing Room"
- 10'5" wide (east to west), 12'4" deep (north to south)
- Soundproof
- Design to be approved by the Contract Administrator and all appropriate Broward agencies.

## Cricket Match/Referee's Room

- Convert existing stadium west-side family restroom
- Add air-conditioning
- Add shower with hot and cold water
  - Hot water heater must be added (at least 30 gallon capacity, or immediate electric heating)
- Add four (4) lockers (approximately 72"x12"x30")
- Add seating for four (4) adults
- Toilet to remain, partitioned off from rest of room
- ➤ Design to be approved by the Contract Administrator and all appropriate Broward agencies.

#### → Home Team Locker Room

- To permit and build additional locker room similar to existing locker rooms
- Design to be approved by the Contract Administrator and all appropriate Broward agencies

# **Contract Year 5 Stadium-related Capital Improvements**

## > Stadium Lighting Upgrade to LED system

- Must tie into Musco Control Link system (or existing currently in use by Stadium)
- Meet or exceed stadium industry standard light level
- **■** Warrantied for 10 years
- Design to be approved by the Contract Administrator and all appropriate Broward agencies

## **→** Bleachers

- To provide new seating for 5,000 people on north side of stadium in current mound seating area
- Not covered
- Aluminum construction
- \* Must have ADA Accessible seats and be compliant with Titles I, II, and/or III of the ADA, as applicable
- Must remove parts of existing mound as needed
- Must prepare foundation if required
- Design to be approved by the Contract Administrator and all appropriate Broward agencies

## Contract Year 107 Stadium-related Capital Improvements

## Corporate Suites

- Quantity: four (4)
- On north side of second floor viewing area alongside windows facing the field
- Similar to finish of existing A/V control room and Presidential Viewing Box
- Glass walls with privacy curtains

- Size and configuration to be determined with the Contract Administrator prior to construction
- Design to be approved by the Contract Administrator and all appropriate Broward agencies.

## **Year 12 Expenditures**

#### New Scoreboard

- Must be wired to upstairs control room
- Must be weather resistant
- Display area to be larger than existing scoreboard
- Must meet or exceed current ICC and industry standards for stadium scoreboards (Worldwide shall not be required to fund software to accommodate soccer or activities other than cricket)
- Full specs to be approved by the Contract Administrator at time of decision making, agreeable to both parties.
- 14. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control.
- 15. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
- 16. The Agreement, as amended herein, 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 First Amendment to the Agreement. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 17. Preparation of this First 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.
- 18. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
- 19. This First 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.

Coding:

Words in struck-through type are deletions from existing text. Words in

<u>underscored</u> typed are additions.

Intentionally Left Blank - Execution Pages to Follow

IN WITNESS WHEREOF, the Parties hereto have magnetic Agreement on the respective dates under each sign County Commissioners, signing by and through its same by Board action on the day of Group, LLC, signing by and through its President/Vice	nature: Broward County through its Board of Mayor or Vice-Mayor, authorized to execute, 2019, and Worldwide Sports Management					
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	Mayor day of, 2019					
Insurance requirements approved by Broward County Risk Management Division  By Management Division  By Signature (Date)  Tim Lawy Propriy Specially Print Name and Title above	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 Jeffrey S. Siniawsky (Date) Senior Assistant County Attorney  By Danielle W. French (Date) Deputy County Attorney					

JSS:dp 2019-02-06-WW Cricket 1<sup>st</sup> Amend 02/06/19 #60115 FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE WORLDWIDE SPORTS MANAGEMENT GROUP, LLC, FOR PROMOTION AND MANAGEMENT OF INTERNATIONAL CRICKET EVENTS AND MAJOR CRICKET EVENTS AT THE CENTRAL BROWARD REGIONAL PARK

## WORLDWIDE SPORTS MANAGEMENT GROUP, LLC

WORLDWIDE SPORTS MANAGEMENT

GROUP, LLC

Krishna Persaud

President

day of Kekrnay, 2019

WITNESSES:

Signature

Yogavardhan Ramsamooj

Print Name of Witness above

Signature

Print Name of Witness above