

## FIRST AMENDMENT TO REVOCABLE LICENSE AGREEMENT

**THIS FIRST AMENDMENT TO REVOCABLE LICENSE AGREEMENT** (the "Amendment") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Clearwater, Florida, a municipal corporation of the State of Florida, hereinafter referred to as "Licensor", whose address is Attn: Parks & Recreation Department, Post Office Box 4748, Clearwater, Florida 33758-4748, and All Around Amusements, LLC, a Texas Corporation, whose mailing address is 4001 Willow Hills Court, Plano, TX 75024, hereinafter referred to as "Licensee", (each individually referred to herein as "Party" or collectively as the "Parties").

**WHEREAS**, the Parties entered into that certain Revocable License Agreement ("the License Agreement") dated April 22, 2014, wherein the Licensee was approved to provide entertainment concessions as Pier 60 Park.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants contained hereinafter, the Parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated in and form a part of this License Agreement.
2. Item Number 3, Options to Renew is hereby revised and restated as follows:

The Licensor, in its sole discretion, may extend this License for up to six (6) - one (1) year periods, on the same terms and conditions as are set forth herein without obtaining additional approval by the Clearwater City Council.

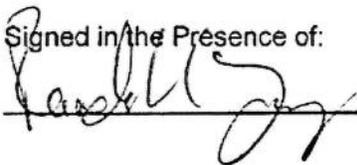
3. Item Number 4, License Fee is hereby revised and restated as follows:

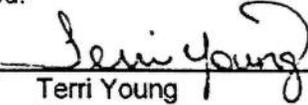
That for and in consideration of the foregoing rights and privileges, Licensee shall pay a flat fee to Licensor, as provided for in the payment schedule below, which amounts to a guaranteed minimum payment to Licensor of no less than \$102,500 per year, plus applicable sales tax on guaranteed minimum payment, during the Term ("License Fee"), subject to, and pro-rated, in the event of operation interruption due to a Force Majeure. For these purposes, defined as any delays or failure to perform any obligation under this Agreement due to acts of God, strikes, or other disturbances, including, without limitation, terrorist acts, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. Failure by the Licensee to pay the monthly License fee as provided for below, or to pay the Licensor the total minimum of One Hundred Two Thousand Five-Hundred Dollars (\$102,500), plus applicable sales tax, by the end of each year of the License Term, shall be deemed a material default of this License and the Licensor may, at its discretion, terminate the License immediately. The License Fee shall be paid on the 18th day of each month, with the first payment due on June 18, 2016. Subject to any applicable usury law, a late payment fee of five percent (5%) will become due and payable if Licensee fails to pay the monthly License Fee within five (5) business days of the due date (due date inclusive). Upon termination by the Licensor, Licensee shall vacate the Premises immediately, but in no event later than 48 hours from receipt of notification of termination.

<b>\$102,500</b>	
June	\$8,000.00
July	\$10,500.00
August	\$10,500.00
September	\$5,500.00
October	\$4,000.00
November	\$4,000.00
December	\$4,000.00
January	\$5,500.00
February	\$5,500.00
March	\$20,000.00
April	\$20,000.00
May	\$5,000.00

4. All of the terms and conditions of the License Agreement which are not expressly amended or deleted herein shall continue in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed and delivered this Amendment the day and year first above written.

Signed in the Presence of:  
  
 \_\_\_\_\_

LICENSEE:  
 ALL AROUND AMUSEMENTS, LLC  
 Dated:  
 By:   
 \_\_\_\_\_  
 Terri Young  
 Owner

Countersigned:  
 \_\_\_\_\_  
 George N. Cretekos  
 Mayor

LICENSOR:  
 CITY OF CLEARWATER, FLORIDA  
 By: \_\_\_\_\_  
 William B. Horne II  
 City Manager

Approved as to form:  
 \_\_\_\_\_  
 Matthew Smith  
 Assistant City Attorney

Attest:  
 \_\_\_\_\_  
 Rosemarie Call  
 City Clerk