

**Rock'n'Roll**  
**MARATHON SERIES®**

**FIRST AMENDMENT**  
*to*  
**HOST VENUE AGREEMENT**

◆ ————— **ROCK 'N' ROLL® CLEARWATER (2022-2026)** ————— ◆

This FIRST AMENDMENT TO HOST VENUE AGREEMENT (this “First Amendment”) is effective as of August 15, 2020 (the “First Amendment Date”) by and between **COMPETITOR GROUP, INC.**, a Delaware corporation (“CGI”), and **CITY OF CLEARWATER**, a city formed under the laws of Florida (“Host” or “City”). CGI and Host/City are sometimes referred to herein individually as “Party” and collectively as “Parties.”

**RECITALS**

- A. This First Amendment amends that certain HOST VENUE AGREEMENT, dated February 11, 2020, between CGI and Host (the “Agreement”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.
- B. The Parties desire to amend the Agreement in order to update the Term of the Agreement.

The Parties agree as follows:

**AMENDMENTS TO THE AGREEMENT**

1. **Section 1(a)** of the Agreement is hereby deleted in its entirety and replaced with the following:

Ownership. CGI shall prepare and conduct an Event (as defined below) in and around the Venue during the years 2022, 2023, 2024, 2025, and 2026 (each, a “Race Year”). CGI is and will be the owner of each Event and nothing herein constitutes a license by CGI to Host or to any third party to establish or operate any Event or Race (as defined below).

2. **Section 1(d)** of the Agreement is hereby deleted in its entirety and replaced with the following:

Race Dates. The Races each year of the Term will occur on the following applicable dates (each, a “Race Date”):

- (i) **2022:** TBD – October, 2022
- (ii) **2023:** TBD – October, 2023
- (iii) **2024:** TBD – October, 2024
- (iv) **2025:** TBD – October, 2025
- (v) **2026:** TBD – October, 2026

3. **Section 2** of the Agreement is hereby deleted in its entirety and replaced with the following:

**Term of Agreement.** This Agreement is effective beginning on the Effective Date, and will continue in effect until the date that is thirty (30) days after the 2026 Event, unless this Agreement is sooner terminated in accordance with the terms of this Agreement (the "Term").

#### **OTHER PROVISIONS**

4. **No Other Changes.** Except as expressly provided in this First Amendment, the Agreement is not otherwise amended, modified, or affected by this First Amendment, and all other terms of the Agreement remain unchanged and in full force and effect.
5. **Miscellaneous.** The Agreement, as amended by this First Amendment, constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, arrangements, and understandings, written or oral, between or among the Parties, except as may be specifically provided herein. No modifications, amendments, cancellations, renewals, or extensions of or to this First Amendment or the Agreement will be binding upon the Parties unless modified, amended, cancelled, renewed, or extended in a writing and signed by both Parties. This First Amendment will be binding upon, and enure to the benefit of, the Parties and their respective successors and assigns. Subject to the immediately preceding sentence, no third party will have any rights or remedies under the Agreement or this First Amendment. This First Amendment may be executed in counterparts, each of which will be deemed an original binding document and all of which will constitute one and the same instrument. An electronic (e.g., PDF) or facsimile copy of the executed this First Amendment or counterpart hereof will be deemed, and will have the same legal force and effect as, an original document.

*[ Signature Page Directly Follows This Page ]*


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This First Amendment has been executed and delivered by each Party's duly authorized representative as of the First Amendment Date.

**CGI:**

**COMPETITOR GROUP, INC.**

DocuSigned by:  
  
By: 72EAF7EA4513482...

Name: Andrew Messick

Title: Chief Executive Officer

**Host:**

**CITY OF CLEARWATER, FLORIDA**

\_\_\_\_\_  
Frank Hibbard  
Mayor

\_\_\_\_\_  
William B. Horne, II  
City Manager

Approved as to form:

Attest:

\_\_\_\_\_  
Owen Kohler  
Assistant City Attorney

\_\_\_\_\_  
Rosemarie Call  
City Clerk