

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated the _____ day
of _____, 2016, between:

CITY OF POMPANO BEACH, a municipal corporation of the
State of Florida, whose address is 100 West Atlantic Boulevard,
Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

**CREATIVE CITY COLLABORATIVE OF POMPANO
BEACH, INC.**, a Florida not for profit corporation, having its
office and place of business at 1801 N.E. 6 Street, Pompano
Beach, Florida 33060, hereinafter referred to as "CONTRACTOR"

WHEREAS, the parties entered into an Agreement to provide cultural arts programming,
management and marketing for its existing Amphitheater and proposed Cultural Arts Center,
("Original Agreement"), and approved by City Resolution No. 2015-442; and

WHEREAS, the parties have agreed to extend the Original Agreement to December 31,
2016 and to add additional monies to the Agreement in the amount of five hundred sixty-three
thousand, one hundred and eighty-eight dollars (\$563,188.00).

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and
payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein
incorporated by this reference.

2. The Original Agreement effective October 1, 2016, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall be extended to December 31, 2016.

3. Article 7 & of the Original Agreement is hereby amended as follows:

**ARTICLE 7
PRICE FORMULA, INVOICES AND PAYMENTS**

A. Price Formula. For purposes of this Agreement, the payment schedule will correspond with the City's fiscal year, which commences on October 1st and concludes on September 30th annually. As consideration for Contractor's Work hereunder, City shall pay Contractor a monthly management fee and other operating expenses for the Property consistent with the activities set forth in Exhibit 6, the project timeline set forth in Exhibit 5 and the projected revenues and expenses set forth in Exhibit 9 (collectively the "Monthly Fee"). Payment of the Monthly Fee and corresponding dates of payment shall be as set forth below in this subsection.

1. For Fiscal Year 2016, which commences October 1, 2015 and ends September 30, 2016, the City's maximum commitment to provide financial support for Contractor's Work hereunder shall not exceed \$825,505.00. The City's maximum commitment for the portion of Fiscal Year 2017 ending on December 31, 2016 to provide financial support for Contractor's Work hereunder shall not exceed \$563,188.00 dollars, as more particularly described in the attached Exhibit 9A. It is anticipated that Fiscal Year 2016 and 2017 will be paid in monthly installments based on invoices Contractor submits to City in accordance with this Article along with detailed supporting documentation acceptable to City, which confirms reimbursement amounts, and advance payments related to contractual obligations hereunder.

...

4. All terms, covenants and conditions contained in the Original Agreement, with the exception of the provision for the extension, hereinabove, shall remain unchanged, and the parties agree to keep, observe and perform all covenants and conditions contained herein.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

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

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":

Witnesses:

**CREATIVE CITY COLLABORATIVE OF
POMPANO BEACH, INC.,** a Florida not for profit
corporation

C. Missy Kitts
Print Name: C. Missy Kitts

By: [Signature]

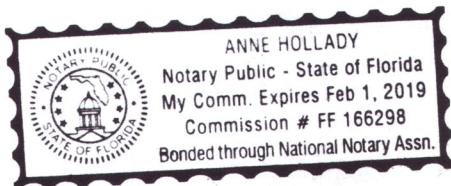
Mark A. Beaudreau
Print Name: Mark A. Beaudreau

Alyona Ushe
President / CEO

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19 day of Sept., 2016, by Alyona Ushe, as President / CEO of Creative City Collaborative of Pompano Beach, Inc., a Florida not profit corporation, who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



CLS/ds
8/26/16
l:agr/recr/2016-1150

Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)

FF 166298
Commission Number