

**FIRST AMENDMENT TO SYLVAN LAKE SPORTS CENTER USE AND
MANAGEMENT PRIVATE/PUBLIC PARTNERSHIP AGREEMENT WITH
ORLANDO SPORTS HOLDINGS, LLC, d/b/a ORLANDO CITY SOCCER CLUB**

THIS FIRST AMENDMENT (this “First Amendment”) is made and entered into this day of July ____, 2024 (the “Effective Date”), and is to that certain Sylvan Lake Sports Center Use and Management Private/Public Partnership Agreement (the “Agreement”) made and entered into on the 30th day of September, 2014, between **ORLANDO SPORTS HOLDINGS, LLC, d/b/a ORLANDO CITY SOCCER CLUB**, a foreign limited liability company, whose address is 655 W. Church Street, Orlando, Florida 32805, in this First Amendment referred to as “OCSC,” **ORLANDO CITY SOCCER FOUNDATION, INC.**, a domestic not-for-profit corporation, in this First Amendment referred to as “OCSF”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this First Amendment referred to as “COUNTY.”


WITNESSETH:

WHEREAS, OCS, OCSF, and COUNTY entered into the above referenced Agreement on September 30, 2014, to allow OCS to use COUNTY’s eleven (11) soccer fields adjacent to Sylvan Lake Park and six (6) fields at Sylvan Lake Park to host soccer events; and

WHEREAS, the activities of OCSC throughout the term of the Agreement have significantly contributed to the economic vitality of COUNTY’s hospitality industry through professional soccer off-season training camps and youth soccer tournaments in Seminole County; and

WHEREAS, OCSC has additionally supported the youth of Seminole County through soccer scholarships and free soccer clinics, enhancing community engagement and sporting opportunities; and

WHEREAS, since the inception of this Agreement, the parties involved have undergone organizational changes, including the disaffiliation of OCSF from OCSC as of July 21, 2021, and OCSC’s

acquisition of ORLANDO PRIDE, LLC, a domestic limited liability company with its principal address at 655 W. Church Street, Orlando, Florida 32805 (“Orlando Pride”); and

WHEREAS, it is necessary to update the Agreement to reflect these changes, ensuring clarity regarding the roles and responsibilities of the new parties, while maintaining the continuity of the Agreement’s goals and successes; and

WHEREAS, as a result of these organizational changes, OCSC wishes to assign all its rights, obligations, responsibilities, title, and interest pursuant to the Agreement and this First Amendment to Orlando Pride as of the Effective Date, and Orlando Pride accepts to perform and assume all obligations applicable to OCSC under the Agreement and this First Amendment; and

WHEREAS, in addition to the assignment of the Agreement, the parties would like to extend the term of the original agreement as it is set to expire September 14, 2024; and

WHEREAS, the parties now wish to amend the Agreement to reflect the assignment of the Agreement, and to extend the term of the Agreement and to enable both parties to continue to enjoy the mutual benefits of the Agreement; and



WHEREAS, Section 20 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements in this First Amendment, the parties agree as follows:

1. The foregoing recitals are true and correct and form a material part of this Amendment upon which the parties have relied.
2. COUNTY consents and acknowledges that all OCSF rights, obligations, responsibilities, title, and interest pursuant to the Agreement are hereby released in their entirety with no further obligations and thereby agrees to remove OCSF from all references in the Agreement and in this First Amendment.

3. OCSC hereby assigns all of its rights and obligations in the Agreement, as amended to Orlando Pride, effective immediately.

4. Orlando Pride hereby accepts this assignment, assumes all obligations of OCSC under the Agreement, as amended, and agrees to be bound by all of the terms and conditions of the Agreement to which OCSC previously agreed.

5. Orlando Pride shall indemnify COUNTY from any and all liabilities under the Agreement effective immediately, and COUNTY shall indemnify and hold harmless OCSC for all obligations occurring on or after the Effective Date.

6. COUNTY hereby consents to this Assignment between OCSC and Orlando Pride.

7. The term of the Agreement is extended to expire on December 31, 2026 (“Initial Extension Term”), with an opportunity to further extend for one (1) additional year commencing on January 1, 2027, and terminating on December 31, 2027 (“Renewal Term”), if Orlando Pride provides written notice on or before July 1, 2026, exercising its Renewal Term. During the Initial Extension Term, no party shall terminate the Agreement for convenience, unless otherwise mutually agreed upon by the parties in writing.

8. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

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IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

ORLANDO SPORTS HOLDINGS, LLC
d/b/a ORLANDO CITY SOCCER CLUB

Witness

Print Name

By: _____
MARK WILF, Chairman

Date: _____

Witness

Print Name

ORLANDO PRIDE, LLC

Witness

Print Name

By: _____
MARK WILF, Chairman



Date: _____

Witness

Print Name

[Balance of this page left intentionally blank; Attestation page to follow on next page]

ATTEST:

SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of County
County Commissioners at its _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

