

## AMENDMENT NO. 1 TO SERVICES AGREEMENT

This Amendment No. 1 to Services Agreement is dated April 24, 2019 (the “**Amendment**”), and is between Orlando/Orange County Convention & Visitors Bureau, Inc., a Florida not-for-profit corporation, located at 6277 Sea Harbor Drive, Suite 400, Orlando, Florida 32821 (“**Visit Orlando**”), and Birdsall, Voss & Associates, Inc. (“**BVK**”, and together with Visit Orlando, the “**Parties**”, and each, a “**Party**”).

WHEREAS, the Parties have entered into a Services Agreement, dated January 1, 2017 (the “**Agreement**”); and

WHEREAS, the Parties hereto desire to amend the Agreement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.

2. Amendments to the Agreement. As of the Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:

(a) The Scope of Work is amended by deleting the words “Based on annual media budget of \$11,000,000 (+/- \$1,000,000) Visit Orlando agrees to pay BVK a total annual compensation of \$2,108,880 for all of BVK’s professional services not to exceed 17,000 hours. Visit Orlando agrees to pay this in 12 equal monthly installments.” from the *Fees & Payments* section and replacing them with “Visit Orlando will pay BVK in monthly installments of \$153,240 per month for all BVK’s professional services.”

(b) Exhibit A of the Agreement is hereby amended by:

(i) deleting the words “Domestic Meeting and Conventions paid media and creative” from the *Key Platforms Included in Core Services* section of Exhibit A; and

(ii) deleting the words “Paid distribution of Destination Magazine” from the *Key Platforms Included in Core Services* section of Exhibit A; and

(iii) deleting the words “Provide media buying support to Visit Orlando’s M&C team who will do the primary planning and negotiating. BVK support includes: Media buying and management, Optimization of digital program, Media reconciliations, Billing, Post Campaign report, Digital Media Evaluation” from the *Media Planning & Buying* section of Exhibit A.

3. Date of Effectiveness; Limited Effect. This Amendment will be deemed effective on June 1, 2019 (the “**Effective Date**”). Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are

hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party.

4. Miscellaneous.

(a) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

(b) This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.


IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

**ORLANDO/ORANGE COUNTY  
CONVENTION & VISITORS BUREAU, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

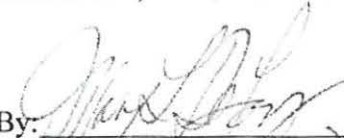
  
Larry Henrich  
COO O/CVO

**BIRDSALL, VOSS & ASSOCIATES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Mary L. DeLong  
SVP/Director Tourism Division