

AMENDMENT NO. 2 TO AGREEMENT

This Amendment No. 2 to Agreement is dated October 15, 2019 (the "**Second 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 Ariadna, LLC, a Florida limited liability company, located at 703 Waterford Way, Suite 920, Miami, Florida ("**Ariadna**"), and together with Visit Orlando, the "**Parties**", and each, a "**Party**".

WHEREAS, the Parties have entered into an agreement for digital marketing and media buying, dated January 1, 2018 (as amended, the "**Agreement**"); and

WHEREAS, the Parties hereto desire to amend the Agreement to extend its term 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:

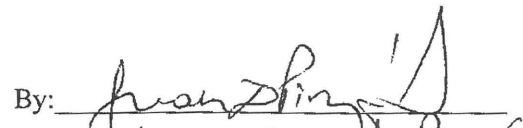
1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.
2. Amendments to the Agreement. As of the date above, the Agreement, Section I TERM is deleted and replaced with the following: "This Agreement shall be in effect for a period of three (3) years starting effective as of January 1, 2018 and ending December 31, 2020. Visit Orlando may terminate this agreement for convenience at any time, with no liability other than payment for services rendered in accordance with the Agreement through the termination date, upon 60 days written notice to Ariadna."
3. Date of Effectiveness; Limited Effect. This Second Amendment will become effective as of the date above. Except as expressly provided in this Second 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.
4. Miscellaneous. This Second 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 Second Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Second Amendment. This Second 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 on the date first written above.

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

ARIADNA, LLC.

By: 
Name: Larry Heinrichs
Title: COO/CFO

By: 
Name: Juan David Pinzer
Title: President & CEO