

SECOND AMENDMENT TO LETTER OF AGREEMENT

This Second Amendment to Letter of Agreement ("Amendment or Second Amendment") relating to that certain Letter of Agreement comprising a master services agreement originally effective as of February 15, 2015, as previously amended (the "Original Agreement"), is entered into as of March 8th, 2018 by and between ORLANDO/ORANGE COUNTY CONVENTION & VISITORS BUREAU, INC., d/b/a Visit Orlando, a Florida not-for-profit corporation ("Client") and DANIEL J. EDELMAN, INC., d/b/a Edelman ("Edelman").

R E C I T A L S

A. Client and Edelman entered into the Original Agreement on February 15, 2015, as amended.

B. Client and Edelman wish to amend the Original Agreement as more particularly set forth herein.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Client and Edelman agree as follows:

1. **Definitions**. Any capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning given the same in the Original Agreement.

2. **Amendment and Restatement of First Sentence of Section 2.2(a)**. The first sentence of Section 2.2(a) of the Original Agreement is hereby amended and restated in its entirety as follows:

"Client shall reimburse Edelman for all reasonable out-of-pocket, third-party vendor expenses incurred by Edelman in performing the Services."

3. **Amendment and Restatement of First Sentence of Section 3.1**. The first sentence of Section 3.1 of the Original Agreement is hereby amended and restated in its entirety as follows:

"Client represents and warrants to Edelman that the materials and information it provides to Edelman for use, publication and distribution are and will be accurate and that, to the best of Client's knowledge, it has sufficient intellectual property rights to enable Edelman to edit, reproduce and otherwise use, publish and distribute such materials in performing Services for Client."

4. **Amendment and Restatement of Section 4**. Section 4 of the Original Agreement is hereby amended and restated in its entirety as follows:

"4. **Term**. This Agreement shall commence as of February 15, 2015 and shall continue until December 31, 2018. This Agreement shall automatically renew for one (1) additional one (1) year period unless terminated by either party as provided herein."

5. **Amendment and Restatement of Section 7.** Section 7 of the Original Agreement is hereby amended and restated in its entirety as follows:

“7. **Confidentiality.** The terms of this agreement should be treated by the parties as confidential. In addition, the parties each may provide to the other certain confidential information. When the providing party designates such information as confidential, or if the receiving party has a reasonable basis to believe that such information is confidential or should be treated as confidential, then the other party agrees to maintain its confidentiality by not disclosing that information and taking reasonable precautions to protect its confidentiality. Information designated confidential or reasonably implied to be confidential shall only be used in a manner consistent with the reason for its being provided to the other party.

Regardless of the designation of information as confidential as contemplated by this Agreement, information exchanged by the parties shall not be deemed to be confidential when it is publically known, is received from another source who can lawfully disclose such information without a duty to maintain its confidentiality, is already known by the receiver prior to receiving such information from the other party, and/or when it is independently developed, all without breach of this agreement. Further, information shall not be deemed confidential, regardless of designation, when required to be disclosed by federal, state or local law, regulation or rule, or as a result of directive, subpoena or order issued by an authority possessing competent jurisdiction to require its disclosure. The parties may share confidential information with their affiliates, related entities and/or professionals hired to provide services to a party so long as such recipient agrees to maintain the confidentiality of the information. Client maintains the prerogative in its reasonable discretion to release the terms and conditions of the Second Amendment (after giving prior notice to Edelman) when prudent to do so in response to a request for public records (even though Florida’s Public Records Act does not apply to Client) or otherwise as it deems appropriate. Subject to the terms hereof, Client may also disclose the terms and conditions of this Agreement to governmental entities when required to do so by applicable law or legal process.”

6. **Amendment of Section 14.** Section 14 of the Original Agreement is hereby amended such that the notice parties for Client as set forth in Section 14 of the Original Agreement are hereby revised to be as follows:

If to Client: Becca Bides
Visit Orlando
6277 Sea Harbor Drive, Ste. 400
Orlando, FL 32821
E-mail: becca.bides@visitorlando.com.

With Copy to: Larry Henrichs
Visit Orlando
6277 Sea Harbor Drive, Ste. 400
Orlando, FL 32821
E-mail: larry.henrichs@visitorlando.com

7. **Definitions.** Any capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning given the same in the Original Agreement.

8. **Ratification.** All terms and conditions of the Original Agreement not amended pursuant to this Amendment are hereby ratified and confirmed and remain in full force and effect.

9. **Counterparts.** This Amendment may be executed in any number of counterparts each of which shall constitute one and the same instrument, and each party hereto may execute this Amendment by signing any such counterpart. Any facsimile or electronic (which shall include electronic attachments in 'pdf' or 'tif' formats containing counterparts of the signature page(s)) signatures to this Amendment shall be deemed originals for purposes of determining the enforceability of this Amendment.

10. **Binding Effect.** Each and every term and provision of this Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, personal representatives and assigns.

11. **Incorporation of Recitals.** The recitals hereto are incorporated herein as part of this Amendment.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed and delivered in its name by a duly authorized officer as of the date first set forth above.

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

By: 
Printed Name: Tracy Heinrichs
Title: CEO/CO

DANIEL J. EDELMAN, INC.

By: 
Printed Name: VICTOR A. MALANGA
Title: CEO