

**SECOND AMENDMENT TO THE
FACILITY ENTERTAINMENT MANAGEMENT AGREEMENT**

This Second Amendment to the Facility Entertainment Management Agreement (“Second Amendment”) is made and entered into by and between the City of Forney, Texas, a Municipal Corporation of the State of Texas (hereafter referred to as “City”) and JAC Management Group Forney, LLC, an Ohio Limited Liability Company (hereafter referred to as “JAC” or “Manager”), (collectively referred to as the “Parties”).

WHEREAS, JAC and the City entered into a Facility Entertainment Management Agreement dated January 1, 2020 (“Agreement”), whereby JAC was engaged to manage entertainment events at the Spellman Amphitheater; and

WHEREAS, JAC and the City entered into an Amendment to the Facility Entertainment Management Agreement, dated August 5, 2020 (“First Amendment”) to amend the Agreement due to the effects of a worldwide pandemic that resulted in a nationwide and statewide disaster declaration; and

WHEREAS, the Parties desire to amend the current obligations of each of the Parties under the Agreement due to the ongoing impacts of the worldwide pandemic and to ensure that the City realizes high quality events at its facilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree that the City and JAC hereby amend the Agreement as follows:

1. The Parties hereto find the above recitals to be true and correct and the same are incorporated herein for all purposes.

2. Section 2.1 of the Agreement is hereby amended to read as follows:

Minimum Schedule of Managers’ Events:

Manager shall book, promote and/or produce a minimum of “National Touring” concerts or similar events per calendar year of the Term based on the following schedule:

<i>January 1, 2021 – December 31, 2021</i>	<i>7 Concerts/Events</i>
<i>January 1, 2022 – December 31, 2022</i>	<i>9 Concerts/Events</i>
<i>January 1, 2023 – December 31, 2023</i>	<i>8 Concerts/Events</i>
<i>January 1, 2024 – December 31, 2024</i>	<i>8 Concerts/Events</i>

3. Article 2 – Duties of Manager, by adding a Section 2.16 to read as follows:

City Sponsored Events

Manager shall assist the City in the planning, execution and provisioning of food and beverage for the City’s New Year’s Eve event to be held on December 31, 2021.

4. Except as expressly modified by this Second Amendment to the Agreement, all terms and provisions of the Agreement and First Amendment are hereby ratified and confirmed and shall remain in full force and effect.

5. The undersigned represent and affirm that they have authority to execute this Amendment on behalf of the respective parties hereto.

6. This Amendment shall be effective from and after the date of the last Party to execute this Amendment.

IN WITNESS WHEREOF, this Amendment has been executed by the Parties and is effective as of the _____ of _____, 2021.

THE CITY OF FORNEY, TEXAS

Charles Daniels, Interim City Manager

JAC MANAGEMENT GROUP FORNEY, LLC
By Its Principal

Eric Ryan, President