

**AMENDMENT NO. 6 TO THE AGREEMENT  
BETWEEN THE CITY OF DELRAY BEACH AND MATCH POINT, INC.**

**THIS AMENDMENT NO. 6** to the Agreement between the City of Delray Beach (the “City”) and Match Point, Inc. (“Match Point”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019.

**WHEREAS**, the City and Match Point are parties to an “Agreement Between the City of Delray Beach and Match Point, Inc.” dated October 12, 2005, which has previously been amended five times (the original agreement and all five amendments are collectively referred to as the “Match Point Agreement”); and

**WHEREAS**, the parties desire to amend the Agreement as follows.

**NOW, THEREFORE**, for good and valuable consideration herein provided, the City and Match Point agree as follows:

1. Notwithstanding any other provisions of the Match Point Agreement, the City’s annual payments to Match Point shall be \$1,699,673 throughout the remainder of the Match Point Agreement, with no escalations. The City shall maintain its current payment to Match Point in the amount of \$249,285.85 for the months of December 2019, January 2020 and February 2020. Commencing on March 1, 2020, payments to Match Point shall be made in equal monthly installments (\$141,639.42) throughout the remainder of the Match Point Agreement.

2. Notwithstanding any other provisions of the Match Point Agreement, the City’s annual payments to Match Point for the ATP Champions Tour Event shall be \$443,369.00 throughout the remainder of the Match Point Agreement, with no escalations.

3. Section 2.02(K) of the Match Point Agreement is amended to read:

K. Television production and distribution, including a minimum of seven days and a minimum of 50 hours of airtime.”

4. All terms and conditions contained in the Agreement as amended shall remain in full force and effect, unless provided herein to the contrary. The Agreement dated October 12, 2005, Amendment 1 dated June 19, 2008, Amendment No. 2 dated June 17, 2009, Amendment No. 3 dated May 10, 2011, Amendment 4 dated October 22, 2012, Amendment No. 5 dated September 11, 2013, and this Amendment No. 6 constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior verbal or written agreement between the parties with respect thereto.

5. This Amendment No. 6 shall be effective upon the approval and execution by the City and Match Point.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 6 on the day and year first written above.

ATTEST:

**CITY OF DELRAY BEACH, FLORIDA,  
a Florida municipal corporation**

By: \_\_\_\_\_  
Katerri Johnson, City Clerk

By: \_\_\_\_\_  
Shelly Petrolia, Mayor

Approved as to legal sufficiency  
and form

By: \_\_\_\_\_  
Lynn Gelin, City Attorney

WITNESSES

**MATCH POINT, INC., a Florida  
corporation**

\_\_\_\_\_  
SIGNATURE

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

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

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of Match Point, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_, as identification and did (did not) take an oath.

\_\_\_\_\_  
NOTARY PUBLIC  
State of Florida at Large

My commission expires: