

ADDENDUM ONE
TO
PRODUCTION AGREEMENT

The following sets forth the terms of this Addendum One (1) to the Production Agreement by and between the **City of Richmond** ("CLIENT") and Pyro Spectaculars North, Inc., ("PYRO"), dated as of **June 21, 2019** (the "**Agreement**").

RECITALS

- A. The Parties have entered into a Production Agreement dated Jun 21, 2019, whereby PYRO agreed to provide three fireworks shows for CLIENT on July 3, 2019, July 3, 2020, and July 3, 2021.
- B. The State of California, and other applicable authorities prohibited large gatherings of people due to the COVID-19 pandemic. Further, the State of California mandate against large public gatherings is expected to continue through June 15, 2021.
- C. As a result of the COVID-19 shutdown, CLIENT was forced to cancel PYRO's July 3, 2020, performance and in an abundance of caution, CLIENT has elected to cancel PYRO's July 3, 2021, performance under the 2019, 2020, 2021 Agreement.
- D. As a result of CLIENT's cancellation of the July 3, 2020 and July 3, 2021, performances by PYRO, PYRO has incurred liquidated damages per the terms of paragraph 14 of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals above are true and correct and are incorporated herein by this reference.
2. The Parties agree that the amount of liquidated damages for the cancellation of the July 3, 2020 and 2021 fireworks productions is **\$20,000.00 USD (TWENTY THOUSAND DOLLARS)**. It is further agreed that CLIENT shall pay to PYRO **\$20,000.00** no later than **June 30, 2021**. PYRO and CLIENT also agree to extend the 2019 Production Agreement to include July 3, 2022 and PYRO shall CREDIT CLIENT 50% of such liquidated damages or **\$10,000.00 (TEN THOUSAND DOLLARS)** towards final payment for CLIENT's 2022 fireworks production.
3. Controlling Agreement. To the extent any provision contained in this Addendum conflicts with the Production Agreement, the provisions contained herein shall supersede such conflicting provisions contained in those documents.
4. Ratification of Original Agreement. Except as expressly amended hereby, all terms, provisions, covenants and conditions of the Production Agreement are hereby ratified and confirmed and shall continue in full force and effect.
5. Authority to Execute. Each Party hereto represents and warrants that it has the full capacity, right, power and authority to execute, deliver and perform this Addendum, and all required actions, consents and approvals therefor have been duly taken and obtained.

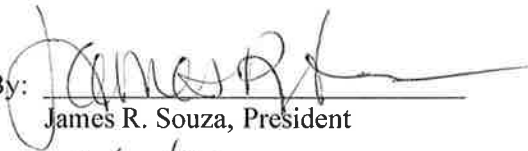
6. Counterparts. This Addendum may be executed in any number of counterparts, each of which may be transmitted as a .pdf file, and each shall be deemed an original, but all of which, taken together, shall constitute one and the same Addendum.

All other terms of the Agreement shall remain unchanged.

IN WITNESS WHEREOF the parties hereto, by and through their duly authorized agents, have executed this Addendum as of the date first written below.

PYRO SPECTACULARS NORTH, INC.

CITY OF RICHMOND

By: 
James R. Souza, President

Date: 6/11/21

By: 
Cheryl A. Samperio, Corporate Secretary

Date: 6/11/21

ok

Its: _____

Print Name

Date: _____

APPROVED AS TO FORM:

Teresa Stricker, City Attorney

Date: _____

ATTEST:

Pamela Christian, City Clerk of the
City of Richmond

Date: _____

SHOW PRODUCER: Pat Dyas