

ADDENDUM TWO
TO
PRODUCTION AGREEMENT

The following sets forth the terms of this Addendum Two to the Production Agreement by and between the **City of Richmond** (“CLIENT”) and Pyro Spectaculars North, Inc., (“PYRO”), dated as of **April 21, 2022** (the “**Agreement**”) as modified by Addendum One, dated as of July 26, 2021.

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 Parties have entered into an Addendum One to the Production Agreement dated as of July 26, 2021, (“**Addendum One**”) whereby the Parties agreed to extend the Production Agreement to July 3, 2022.
- C. The Parties now desire to Agree to the Fee and terms for the July 3, 2022, Production.

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. Fee for 2022. The Parties agree that the Fee for the July 3, 2022, fireworks production is **\$54,000.00 USD (FIFTY FOUR THOUSAND DOLLARS)**. It is further agreed that CLIENT shall pay to PYRO **\$27,000.00** no later than **May 10, 2022**, and the balance of the Fee, less a credit for liquidated damages in the amount of **\$10,000.00 (TEN THOUSAND DOLLARS)**, for a balance of **\$17,000.00 USD (SEVENTEEN THOUSAND DOLLARS)** Net 30 from the scheduled date for the Production but no later than August 2, 2022.
- 3. Controlling Agreement. To the extent any provision contained in this Addendum Two conflicts with the Production Agreement or Addendum One, 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 and Addendum One 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.

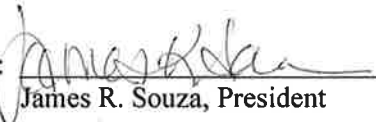
All other terms of the Agreement shall remain unchanged.

PYRO SPECTACULARS NORTH, INC.
5301 Lang Avenue
McClellan, CA 95652
Tel: 909- 355-8120: Fax: 909-355-9813

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: 4/21/22

By: 
Cheryl A. Samperio, Corporate Secretary

Date: 4/21/22

OK

Its: _____

Print Name

Date: _____

APPROVED AS TO FORM:

_____, City Attorney

Date: _____

ATTEST:

_____, City Clerk of the
City of Richmond

Date: _____

SHOW PRODUCER: Pat Dyas