

AMENDMENT NUMBER 1
to the
PRIVATE CATERED EVENT USE AGREEMENT

among

Collin County Community College,

BLUE STAR FRISCO EVENTS, L.P., and LEGENDS HOSPITALITY, LLC

THIS AMENDMENT NUMBER 1 TO THE PRIVATE CATERED EVENT USE AGREEMENT (“**Amendment**”) is entered into as of the last date written below (the “**Effective Date**”), by and among Blue Star Frisco Events, L.P., hereinafter referred to as “**Blue Star**”, Legends Hospitality, LLC, hereinafter referred to as “**Legends**” and Collin County Community College, hereinafter referred to as “**Client**”. Blue Star and Legends may be collectively referred to as “**Operator**”. Operator and Client may be referred to individually as “**Party**” and collectively as the “**Parties**”.

WHEREAS, Operator and Client entered into that certain Private Catered Event Use Agreement effective December 20, 2019 memorializing the terms and conditions surrounding the Client’s two Events originally scheduled to be held on August 14, 2020 and August 13, 2021 (the “**Agreement**”);

WHEREAS, Operator and Client now wish to amend the Agreement by entering into this Amendment;

WHEREAS, any terms not defined in this Amendment shall have the same meanings ascribed thereto in the Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Operator and Client hereby agree to amend the Agreement as of the Effective Date. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect.

I. RECITALS, DEFINITIONS AND EXHIBITS. The Recitals set forth above, the definitions herein this Amendment and the Exhibits attached hereto (if any) are true and correct and incorporated by reference and made a part of the Agreement for all purposes.

II. Section 1 “GRANT OF RIGHTS AND TERM OF AGREEMENT”, Subsection 1.2 “Term” is hereby amended by deleting the first sentence in its entirety and replacing it with the following:

“This Agreement shall commence on the Effective Date and shall continue until thirty (30) days following the date of the second Event, August 12, 2022 as stated in Section 2.1, which is September 12, 2022, or such longer period of time until all of Client’s obligations herein have been fulfilled, subject to earlier termination in accordance with the terms hereof (the “**Term**”).”

III. Section 2 “AREAS, DATES AND HOURS OF USE, DEPOSITS AND FEES”, Subsection 2.1 “Authorized Areas”, of the Agreement, is hereby amended by deleting the table in its entirety and replacing with the following:

Date	Start Time	End Time	Function	Event Space	Building Name	Client Setup	Guest Count
8/12/21	6:00pm	10:00pm	Setup	Indoor Field	The Star	TBD	1,500
8/13/21	8:00am	1:00pm	Event	Indoor Field	The Star	TBD	1,500
8/11/22	6:00 PM	10:00 PM	Setup	Indoor Field	The Star	TBD	1,500
8/12/22	8:00 AM	1:00pm	Event	Indoor Field	The Star	TBD	1,500

IV. Section 2 “AREAS, DATES AND HOURS OF USE, DEPOSITS AND FEES”, Subsection 2.2 “Fees and Additional Expenses”, of the Agreement, is hereby amended by deleting the table in its entirety and replacing with the following:

Payment Type	Due Date	Amount Due
Non-refundable Deposit	Upon Signing	\$49,969.27 (Paid on 1.8.2020)
Remaining Balance	08/04/2021	See Exhibit B
Non-refundable Deposit	12/13/2021	See Exhibit B
Remaining Balance	08/05/2022	See Exhibit B

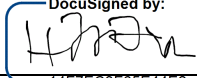
V. Miscellaneous. Except as expressly modified by this Amendment, all other provisions of the Agreement (i) shall remain in full force and effect, (ii) are incorporated herein by reference and (iii) will govern this Amendment; it being understood that, in the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment will take precedence solely with respect to the term in conflict. For the convenience of the Parties, this Amendment may be executed in any number of counterparts, including by facsimile or portable document format (i.e., .PDF), each of which shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. The execution of a counterpart of the signature page of this Amendment shall be deemed to be the execution of a counterpart of this Amendment. The persons signing below represent, warrant, and covenant that he/she is duly authorized to execute this Amendment for and on behalf of the party for which he/she is signing.

(one signature page follows)

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates set forth below.

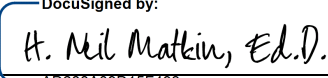
LEGENDS:

LEGENDS HOSPITALITY, LLC

BY: 
DocuSigned by:
14F7EC3F65E44E2...
TITTLE: General Manager
DATE: 8/3/2020

CLIENT:

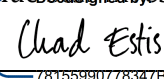
COLLIN COUNTY COMMUNITY COLLEGE

BY: 
DocuSigned by:
AD288A09D15F493...
TITTLE: District President
DATE: 7/29/2020

ACKNOWLEDGEMENT AND CONSENT: *Blue Star offers its consent and acknowledges and agrees only to the terms, conditions and limited obligations of Blue Star contained herein this Amendment and as further provided under the Management Agreement.*

BLUE STAR:

BLUE STAR FRISCO EVENTS, L.P.

By: Blue Star Investments, Inc., its general partner
BY: 
DocuSigned by:
78155990778347B...
TITTLE: EVP
DATE: 8/3/2020