

**FIRST AMENDMENT TO CONSULTANT SERVICES AND LICENSE AGREEMENT
BETWEEN CITY OF SUNNYVALE AND MAGICAL BRIDGE FOUNDATION**

THIS FIRST AMENDMENT is entered into on _____, 2018, by the CITY OF SUNNYVALE, a municipal corporation (“CITY”), and the Magical Bridge Foundation (“Magical Bridge”), a California 501(c)(3) corporation.

RECITALS

On July 26, 2017, CITY and Magical Bridge entered into a consultant services and license agreement fifty (50) year agreement to design and construct an all inclusive playground.

NOW, THEREFORE, the parties agree as follows:

1. Amendment to Section 1.2 Section 1.2 of the Agreement shall be modified in its entirety to read:

City Contribution. City has or will allocate \$1,960,000 for the Project (“City Contribution”); and

2. Integration. This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. This First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement, and all prior amendments, if any, shall remain in full force and effect, and Magical Bridge shall perform all duties, obligations and conditions required under the Agreement.

3. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this First Amendment and the Agreement, and any prior amendment, if any, the provisions of this First Amendment shall control in all respects.

4. Ambiguities. The parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity shall be presumed to be construed against either party.

5. Counterparts. This First Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

6. Authority. The person signing this First Amendment for Magical Bridge hereby represents and warrants that he or she is fully authorized to sign this Fourth Amendment on behalf of Magical Bridge.

IN WITNESS WHEREOF, the parties have executed this First Amendment.

ATTEST:

City Clerk

APPROVED AS TO FORM:

John A, Nagel, City Attorney

CITY OF SUNNYVALE (“CITY”)

By_____
Kent Steffens, City Manager

Magical Bridge Foundation

By_____

Title_____