

**FIRST AMENDMENT TO REVOCABLE LICENSE AGREEMENT  
BETWEEN HERNANDO COUNTY AND PREMIO FOODS, INC.**

THIS AMENDMENT to the Revocable License Agreement dated November 19, 2019 (the "First Amendment") is entered into this 8<sup>th</sup> day of November, 2022, between HERNANDO COUNTY (the "County"), a political subdivision of the State of Florida, and PREMIO FOODS, INC. ("Premio"), a New Jersey corporation.

**WITNESSETH:**

**WHEREAS**, the County and Premio entered into that certain Revocable License Agreement dated November 19, 2019; and,

**WHEREAS**, the parties desire to amend the Revocable License Agreement by extending its term and modifying the license fee.

**NOW THEREFORE**, in consideration of mutual covenants herein contained, the County and Premio agree as follows:

1. The first sentence of Section 3.A. of the Revocable License Agreement, "Duration of License," is hereby amended to read (deleted text shown in strike-through; added text shown underlined) as follows:

This License Agreement shall commence on December 1<sup>st</sup>, 2019, and shall terminate on November 30, ~~2022~~ 2027 at 11:59 p.m., unless earlier set forth herein.

2. The first sentence of Section 7 of the Revocable License Agreement, "License Fee; Other Costs," is hereby amended to read (deleted text shown in strike-through; added text shown underlined) as follows:

The Licensee agrees that the License Fee for the temporary use of the Premises shall be:

|               |                   |
|---------------|-------------------|
| Year 1        | \$2,449.00        |
| Year 2        | \$2,572.00        |
| Year 3        | \$2,701.00        |
| <u>Year 4</u> | <u>\$2,836.00</u> |
| <u>Year 5</u> | <u>\$2,978.00</u> |
| <u>Year 6</u> | <u>\$3,127.00</u> |
| <u>Year 7</u> | <u>\$3,283.00</u> |
| <u>Year 8</u> | <u>\$3,447.00</u> |

3. Other than the amendments addressed above, all other terms, conditions and covenants of the Revocable License Agreement shall remain in full force and effect; however, in the event that any provision in this First Amendment conflicts with any section, subsection, clause, sentence or other provision of the Revocable License Agreement, then this First Amendment shall supersede and control.

4. This First Amendment represents the entire understanding of the parties as to the subject matters herein and may only be changed by a writing duly executed by the County and Premio.

IN WITNESS WHEREOF, the parties have executed this First Amendment effective on the date signed by the last party hereto.

Attest:

LICENSOR:  
Hernando County, a political subdivision  
of the State of Florida

*for Heidi Krugge, Deputy Clerk*  
Doug A. Chorvat, Jr.  
Clerk of Court and Comptroller



*[Signature]*  
Steve Champion  
Chairman

*11-8-2022*  
Date

Approved as to form and legal  
sufficiency:

*[Signature]*  
Jon A. Jouben  
County Attorney

LICENSEE:  
Premio Foods, Inc., a New Jersey  
Corporation

*[Signature]*  
Witness

*[Signature]*  
Marc Cinque  
President

*1-25-2022*  
Date


STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Steve Champion as Chairman of the Hernando County Board of County Commissioners who is personally known to me.

\_\_\_\_\_  
Notary Public

STATE OF NJ  
COUNTY OF Passaic

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 25th day of January, 2022 by Marc Cinque as President for Premio Foods, Inc., who is personally known to me or who produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public

MODESTINO RENNA  
NOTARY PUBLIC OF NEW JERSEY  
Commission # 2246729  
My Commission Expires 03/30/2025