

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NUMBER		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER <i>(If applicable)</i>	
6. ISSUED BY		CODE	7. ADMINISTERED BY <i>(If other than Item 6)</i>		CODE
8. NAME AND ADDRESS OF CONTRACTOR <i>(Number, street, county, State and ZIP Code)</i>			<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NUMBER	
			<input type="checkbox"/>	9B. DATED <i>(SEE ITEM 11)</i>	
			<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER	
			<input type="checkbox"/>	10B. DATED <i>(SEE ITEM 13)</i>	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation data, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER <i>(Specify type of modification and authority)</i>

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT (SF 30)

Continuation Page for N69460-12-RP-00166, Modification No. 7

BLOCK 14 DESCRIPTION OF AMENDMENT/MODIFICATION

Continued as follows:

WHEREAS, the CDC's No Sail Order remains in effect for cruise ships operating within U.S. waters through November 1, 2021 unless a cruise ship operator obtains a COVID-19 Conditional Sailing Certificate from the CDC;

WHEREAS, this Lease provides LESSEE occasional use of the Leased Premises for cruise ship berthing, passenger disembarkation and embarkation, and annual boat races, which uses have been precluded by the COVID-19 pandemic and the No Sail Order;

WHEREAS, the terms of this Lease inadvertently require LESSEE to pay annual rent whether or not LESSEE has used the Leased Premises;

WHEREAS, the Parties intended that LESSEE would pay rent only for LESSEE's occasional use of the Leased Premises; and

WHEREAS, LESSEE is undertaking in-kind consideration projects for Government, and Government has identified additional in-kind consideration projects it desires Lessee to complete;

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein, Government and LESSEE hereby modify this Lease as follows:

1. In Paragraph 3. CONSIDERATION, the first sentence of subparagraph 3.1 and subparagraph 3.1.(a) are deleted and replaced with the following:

3.1. Rent. LESSEE shall pay GOVERNMENT rental consideration of:

(a) \$714.28 per day for use of the Premises for annual powerboat races;

2. In consideration of the COVID-19 pandemic and the CDC's No Sail Order, which constitute *force majeure* events outside of the Parties' control and precluded LESSEE from using the Leased Premises, Government and LESSEE agree that no rent shall be due for the period of 19 May 2020 through the effective date of this Modification.

3. In Paragraph 5. USE OF LEASED PREMISES, under subparagraph 5.2., the following sentence is added after the existing sentence: "When LESSEE is not using the Premises for berthing of cruise ships and passenger disembarkation and embarkation or the annual power boat races, LESSEE understands and acknowledges the GOVERNMENT's right to access and use the Premises for other uses."

4. In Paragraph 5. USE OF LEASED PREMISES, under subparagraph 5.3., the words, "one annual sailboat race and" are deleted. The LESSEE no longer requires use of the Premises for the sailboat races.

Nothing below this line