

FIRST AMENDMENT TO EVENT AGREEMENT No. 110914

THIS FIRST AMENDMENT is made and entered into January 1, 2026 by and between Thomas Licensing, LLC (“Thomas Licensing”) and Genesee County Parks & Recreation Commission (“Railroad”), and amends the most recent Event Agreement that was entered into between Thomas Licensing and Railroad effective as of January 1, 2024 (the “Event Agreement”). All capitalized terms used in this First Amendment to Event Agreement without definition are defined as set forth in the Event Agreement. The Event Agreement, as modified by this First Amendment to Event Agreement is sometimes referred to below as the “Agreement”. Thomas Licensing and Railroad desire to amend the Agreement upon and subject to the terms of this First Amendment to Event Agreement.

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Thomas Licensing and Railroad agree as follows:

1. Reference is made to Section A (“Event”) of the Event Agreement which shall be amended as follows in respect of Events in 2026 and 2027:

*A. **Event.** Subject to the terms and conditions of this Agreement, Railroad is hereby licensed, on a non-exclusive basis, to produce, promote, advertise and host a DOWT on August 14 – August 16, 2026, August 21 – August 23, 2026 and such dates in 2027 as the parties agree in writing no later than August 31, 2026 at 5045 Stanley Rd, Flint, MI 48046 which will include usage of a railroad engine that has been constructed specifically to represent the character Thomas the Tank Engine® (the “Replica”), usage of a Sir Topham Hatt inflatable tent (“STH Tent”), the right to engage an actor to appear and perform as Sir Topham Hatt (the “Character”), the right to sell Thomas & Friends™-related products (“Thomas Merchandise”) and to host other Activities (as defined in Paragraph 2 of the General Terms) (collectively, the “Event”). Unless otherwise agreed upon by the parties in writing, no advertising, marketing, publicity, promotional efforts or representations of any kind related to the Event may be printed, distributed, posted on a website or the Internet, or communicated in any form in any way to anyone until Railroad has paid to Thomas Licensing the Fixed Fee due hereunder and this Event Agreement is fully executed by Railroad and Thomas Licensing. The Event Dates are fixed and can only change if mutually agreed by Railroad and Thomas Licensing however, Thomas Licensing understands that Railway may need to cancel an Event due to a Force Majeure event (as referred to in Clause 18) and this shall be acceptable but discussed collaboratively with Thomas Licensing at the time. Any communication to the public regarding the cancellation of an Event for whatever reason will require prior written approval by Thomas Licensing before any such communication is released.*

2. Reference is made to Section B (“Term”) of the Event Agreement. The Term of the Agreement shall be amended as follows

*B. **Term.** This Agreement shall commence as of the date first above written, and continue through December 31, 2027, unless sooner terminated in accordance with the terms of this Agreement (the “Term”).*

3. Reference is made to Clauses E. (1) – E. (2) “Consideration” of the Event Agreement which shall be amended as follows in respect of Events in 2026 and 2027:

1. *Non-refundable “Fixed Fee” to reserve the DOWT 2026 Event –Three Thousand Five Hundred United States Dollars (US\$3,500.00) which is payable on or before June 1, 2026 or upon receipt of Thomas Licensing’s invoice (such invoice to be sent to Railroad by Thomas Licensing Event Coordinator), whichever is the earlier, and;*

2. Non-refundable “Fixed Fee” to reserve the DOWT 2027 Event –Three Thousand Five Hundred United States Dollars (US\$3,500.00) which is payable on or before June 1, 2027.
4. Reference is made to Section E.3.(“Event Royalty”) of the Event Agreement which shall be amended as follows in respect of Events in 2026 and 2027:

“Event Royalty” – The Event Royalty will be a percentage as set forth below payable to Thomas Licensing on receipt of Thomas Licensing’s appropriate invoice. “Ticket Admissions Sales” shall mean any and all monies received by Railroad from attendee, including general site ticket admissions fees received via advance ticket sales, but excluding (i) amounts collected by Railroad in excess of the ticket price for applicable sales taxes and (ii) sums for sales of Event refreshments, goods and merchandise. No other deductions of any nature may be made from Ticket Admission Sales or from the Event Royalty payments unless Thomas Licensing consents in writing. The Event Royalty shall be calculated by multiplying the applicable percentage as set forth below by total number of tickets sold in advance of the Event x actual ticket prices. For each Event, Railroad shall pay Thomas Licensing:

- (i) Thirty percent (30%) of Ticket Admission Sales

Railroad has notified Thomas Licensing that it intends to charge a ticket price in connection with the Event of \$24.00 per person excluding children under the age of one (1), who shall be admitted free. “

5. Reference is made to Section E(6) “Consideration” of the Event Agreement which shall be amended as follows in respect of Events in 2026 and 2027:

Replica Transportation Costs – Total charges in the amount of Sixteen Thousand and Twenty One US Dollars and 46 cents (US\$16,021.46) (comprising US\$8,010.73 for the 2026 Event and US\$8,010.73 for the 2027 Event) and billed to the Railroad with respect to transportation of the Replica to and from the Event, payable immediately upon receipt of the associated invoice from Thomas Licensing which will be provided after the Event invoices. In the event that an Event date is changed or cancelled (as permitted under this Agreement including due to an Event of Force Majeure), the Replica Transportation Cost will still be payable by the Railroad if, when Railroad notifies Thomas Licensing of such change or cancellation, the Replica has by that point already shipped. If a situation arises where Railroad causes the cost to increase, the cost will be passed along to the Railroad.

6. Reference is made to General Terms section 1(mm) of the Event Agreement which shall be amended as follows in respect of Events in 2026 and 2027:

mm. Railroad shall play the Event site Thomas & Friends music and train ride excursion as provided by Thomas Licensing continuously throughout the Event and during train rides. If Railroad does not own a public address system for the Event site music, Railroad shall rent one (at Railroad’s own cost) for the duration of the Event.

7. Reference is made to General Terms Clause 2(b) and 2(c) (“Additional Activities”) of the Event Agreement which shall be amended as follows in respect of Events in 2026 & 2027:

- b. Railroad to distribute Engineer Certificate and train ride activity sheets (pre-approved template design to be provided by Thomas Licensing for Railroad to

print out), at the end of each train ride, as part of the interactive experience.
Railroad to use decorations provided by Thomas Licensing to decorate each train car.

c. Railroad to set up specific area as part of themed tours as follows:

2026 Event – Let’s Rock Let’s Roll (music themed tour)

- **Station 1 – Themed Corner (Music Corner)**
To include space and set up for music related activities to be provided by Thomas Licensing.
- **Station 2 – Play Pod**
- **Station 3 – Sir Topham Hatt Meet and Greet**
- **Station 4 – Retail**

2027 Event - 4 key station stops for the 2027 Event to be discussed and agreed between the parties prior to the 2027 Event.

All elements for above activities to be provided by Thomas Licensing and to be included in Event crates.

In respect of the 2027 Event the Event format and requirements shall be presented by Thomas Licensing and discussed and mutually agreed with the Railroad six months prior to the 2027 Event.

8. Reference is made to Clause G. (“Notices”) of the Event Agreement which shall be amended as follows in respect of Events in 2026 and 2027:

“ G. Notices. Any notice given by either party shall be in writing and shall be deemed delivered (i) at the time of delivery if personally delivered, (ii) the next business day following deposit with a reputable courier service for overnight delivery, or (iii) five (5) business days following deposit in the national mails for air mail delivery, postage prepaid, addressed as follows:

If to Railroad:
Genesee County Park & Recreation Commission
Attn. Scott Burnett
5045 Stanley Road
Flint MI 48506
Email: Sburnett@gcparks.org

If to Thomas Licensing:
Thomas Licensing, LLC
C/O Mattel, Inc.
ATTN: VP, Legal and Business Affairs
333 Continental Boulevard
El Segundo, CA 90245

With a courtesy copy to:
Thomas Licensing, LLC
ATTN: Gina Tomanek
Email: Gina.Tomanek@Mattel.com

“

9. Reference is made to General Terms Clause 2(e) of the Event Agreement which shall be deleted in its entirety.

10. Reference is made to Exhibit C of the Event Agreement. Exhibit C shall be deleted in its entirety and replaced with Appendix 1 attached hereto.

APPENDIX 1

EXHIBIT C FOR 2026 & 2027 EVENTS

DAY OUT WITH THOMAS

EVENT STATEMENT

****DUE NO LATER THAN TEN (10) DAYS AFTER EXPIRATION OF EVENT****

THIS STATEMENT MUST BE SUBMITTED IN EXCEL FORMAT

ONLY COMPLETE HIGHLIGHTED FIELDS

Event Held By			
Address			
Dates of Event			
Total Attendance Figures (net of comps)			
Total Admission Receipts	# sold at	\$24.00	\$ -
	Total	-	\$ -
Event Royalty due Thomas Licensing	30%	\$	-
		\$	-
		\$	-
Total Merchandise Receipts			
Merchandise Royalty due Thomas Licensing	9%	\$	-
Other Promotional Receipts	Photographer		
Promotional Royalty Due Thomas Licensing	10%	\$	-
Total Receipts		\$	-
Total Royalty due to Thomas Licensing		\$	-
Less: Amounts already paid		\$	-
Net Royalty due to Thomas Licensing		\$	-
Miscellaneous:			
Total Concession Receipts			
Total Food Receipts			
Total Complimentary Tickets			

All payments shall be made in United States Dollars

PLEASE SEND PAYMENT UPON RECEIPT OF INVOICES. REFER TO SPECIFIC INVOICE #'s WITH PAYMENT.

Railroad hereby certifies that this is a true and accurate final statement of accounts.

Signature:

Name:

Title:

Date:

**EMAIL as Excel File for review:
WHEN REVIEWED AND
APPROVED**

gina.tomanek@mattel.com

Gina Tomanek

Mail Check To :

Thomas Licensing LLC
PO Box 931787
Atlanta, GA 31193-1787

Wire information:

ABA No.: 121000248
Bank Name: Wells Fargo Bank,
N.A.
Account No: 4126395391
Account Name: Thomas Licensing
LLC

**Physical Address for
Wire**

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36, 3rd Floor
East Aurora, NY 14052