

RENEWAL AND SECOND AMENDMENT

to

LICENSE AGREEMENT

JOHNSON STREET PARCEL

THIS RENEWAL AND SECOND AMENDMENT TO LICENSE AGREEMENT ("this Amendment") is executed the 4 day of February, 2020, by and between the CITY OF HOLLYWOOD, a Florida municipal corporation (the "City"), MVHF, LLC, a Delaware limited liability company (the "Developer"), and the HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY, a dependent special district of the City of Hollywood (the "CRA").

WHEREAS, the City, Margaritaville Hollywood Beach Resort, LLC ("Original Developer"), and the CRA entered into a License Agreement dated the 9th day of February 2011; and

WHEREAS, the parties entered into an Amendment to the License Agreement on the 1st day of September 2016; and

WHEREAS, Developer is the successor in interest to Original Developer with respect to the License Agreement; and

WHEREAS, the License Agreement provides for the use, operation and maintenance responsibilities and obligations of the Johnson Street Parcel by the Developer, the City and the CRA upon Developer's completion of the construction of the Resort Hotel and the improvements and facilities on the Johnson Street Parcel; and

WHEREAS, the term of the License Agreement commenced on the date on which the Resort Hotel first opened for business to the general public (October 1, 2015) and continued for a period of five years thereafter; and

WHEREAS, the parties wish to renew the License Agreement for an additional one year term;

NOW THEREFORE, be it understood and agreed that in consideration of the mutual terms and conditions, promises, covenants and payments set forth, the parties hereby further amend the License Agreement as follows:

1. ARTICLE I, GENERAL TERMS OF LICENSE

Section 1.3 of the License Agreement is amended as follows:


Section 1.3 Term. The term of this License, along with the use, operation and maintenance obligations provided herein, commenced on October 1, 2015 (the "Commencement Date") for a term of five (5) years and is hereby renewed as

of October 1, 2020 and shall continue for a period of one (1) year thereafter (the "Term"). The Developer, pursuant to Article III herein, shall have priority in negotiating a renewal Term, on such terms and conditions as may be acceptable to City.


IN WITNESS WHEREOF, Developer has caused this Renewal and Second Amendment to be signed by its Vice President and Assistant Secretary, the City Commission of Hollywood has caused this Amendment to be signed in its name by the appropriate City officials, and duly attested to by the City Clerk, and approved as to form and legal sufficiency by the City Attorney, and the Board of the Hollywood Community Redevelopment Agency has caused this Amendment to be signed in its name by the appropriate CRA officials, and duly attested to by the Board Secretary, and approved as to form and sufficiency by the CRA General Counsel on the day and year first above written.

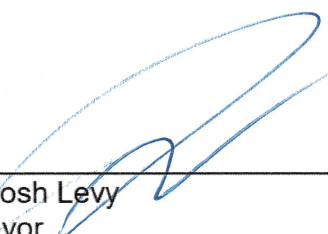
ATTEST:

MVHF, LLC, a Delaware limited liability company

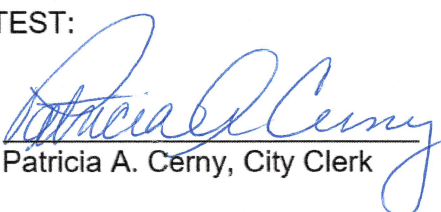

Name: Claudette S. Anderson


Name: Amanda Kremer

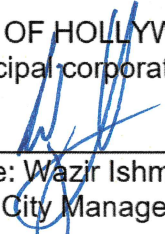
By: 
Kevin Rohnstock
Vice President and Assistant Secretary

By: 
Name: Josh Levy
Title: Mayor

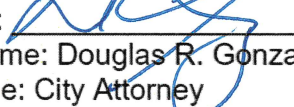
ATTEST:

By: 
Patricia A. Cerny, City Clerk

CITY OF HOLLYWOOD, a Florida
municipal corporation

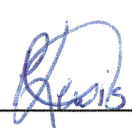
By: 
Name: Wazir Ishmael
Title: City Manager

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF
HOLLYWOOD ONLY:

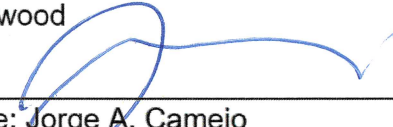
By: 
Name: Douglas R. Gonzales, Esq.
Title: City Attorney

By: 
Name: Josh Levy
Title: Chair

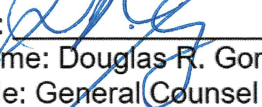
ATTEST:

By: 
Phyllis Lewis, Board Secretary

HOLLYWOOD COMMUNITY
REDEVELOPEMENT AGENCY, a
dependent special district of the City of
Hollywood

By: 
Name: Jorge A. Camejo
Title: Executive Director

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE HOLLYWOOD
COMMUNITY REDEVELOPEMENT
AGENCY ONLY:

By: 
Name: Douglas R. Gonzales, Esq.
Title: General Counsel

RESOLUTION NO. R-2020-269

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AMENDMENT TO THE LICENSE AGREEMENT WITH MVHF, LLC AND THE HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY FOR ONE YEAR UNDER THE SAME TERMS AND CONDITIONS FOR THE PROPERTY IDENTIFIED AS THE JOHNSON STREET PARCEL.

WHEREAS, the City, the Margaritaville Hollywood Beach Resort, LLC ("Original Developer"), and the Community Redevelopment Agency ("CRA") entered into a License Agreement dated the 9th day of February 2011; and

WHEREAS, MVHF, LLC (the "Developer") is the successor in interest to the Original Developer with respect to the License Agreement; and

WHEREAS, the License Agreement provides for the use, operation and maintenance responsibilities and obligations of the Johnson Street Parcel by the Developer, the City and the CRA upon Original Developer's completion and construction of the resort hotel and the improvements and facilities on the Johnson Street Parcel; and

WHEREAS, the term of the License Agreement commenced on the date on which the resort hotel first opened for business to the general public (October 1, 2015) and continued for a period of five years thereafter; and

WHEREAS, the parties wish to renew the License Agreement for an additional one year; and

WHEREAS, the parties want to negotiate the naming rights of the Hollywood Beach Bandshell.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the execution by the appropriate City officials of an amendment to the License Agreement with MVHF, LLC and the Hollywood Community Redevelopment Agency, together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 21 day of October, 2020.



JOSH LEVY, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.



DOUGLAS R. GONZALES
CITY ATTORNEY *du*



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
12/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Insurance Services West, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURED
Davidson Hotel Company LLC
Attn: Beth Smith
One Ravinia Drive, Suite 1600
Atlanta, GA 30346

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Everest National Insurance Company	10120
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** W19586190**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	RM8GL00009-201	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR					AGGREGATE \$
	EXCESS LIAB					\$
	<input type="checkbox"/> CLAIMS-MADE					
	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Margaritaville Beach Resort, 1111 N. Ocean Blvd., Hollywood, FL 33019

Certificate Holder is included as additional insured as required by written contract subject to policy terms, conditions, and exclusions

CERTIFICATE HOLDER

City of Hollywood
2600 Hollywood Blvd.
Hollywood, FL 33020

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services P.O. Box 2190 Alpharetta, GA 30023 770 664-6818		CONTACT NAME: Kim Thomas PHONE (A/C, No, Ext): 770 664-6818 E-MAIL ADDRESS: klthomas@mcgriffinsurance.com FAX (A/C, No): 888-827-9870	
INSURED Davidson Hotel Company LLC One Ravinia Drive, Suite 1600 Atlanta, GA 30346-8942		INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 19488	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC208618508	03/01/2020	03/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Loc #2040 - Margaritaville Beach Resort, 1111 N Ocean Drive, Hollywood, FL 33019

CERTIFICATE HOLDER

CANCELLATION

City of Hollywood
 2600 Hollywood Blvd.
 Hollywood, FL 33020

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ch. Thomas

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