

**FIRST AMENDMENT TO AGREEMENT FOR BEACH SERVICES  
ON HOLLYWOOD BEACH**

This First Amendment to Agreement for Beach Services on Hollywood Beach is entered into this 21 day of June, 2013, by and between Margaritaville Hollywood Beach Resort, L.P., a Delaware limited partnership (hereinafter the "Developer"), and the City of Hollywood, Florida (hereinafter the "City") (collectively sometimes referred to as the "Parties").

WHEREAS, on February 9, 2011, the Parties entered into an Agreement for Beach Services on Hollywood Beach (hereinafter this "Beach Agreement"), which is **Exhibit "F"** to the Development Agreement and Ground Lease between the Developer and the City; and

WHEREAS, the Parties have negotiated certain amendments to the Beach Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Developer and the City agree as follows:

1. Section D of the Beach Agreement is hereby amended to read as follows:

**D. SCOPE OF SERVICES**

\* \* \*

2. Equipment and Services

- a. Beach equipment as referred to herein shall mean chairs, cabanas, beach umbrellas, surfboards, mats, floats, windsurfers, windscreens, related equipment and the sale of beach-related products generally and commonly used by persons using beaches; provided however, the Developer shall not sell any food or beverages.

\* \* \*

5. Products

\* \* \*

- d. The Developer shall be allowed to sell beverages, including alcoholic beverages; provided, however, all sales of beverages shall be governed by the following terms and conditions:

- (i) The sale of beverages may begin upon commencement of the term of this Beach Agreement as provided above in Section A and shall cease upon expiration of the first two years of the term of this Beach Agreement as provided

above in Section A. The purpose of this temporary approval of the sale of beverages is to help promote and celebrate the exciting joint venture between the parties primarily embodied in the Ground Lease. The Developer shall have the right to request that the City Commission agree to an extension of this two-year period, but the City Commission shall have the right to approve, approve with conditions, or deny such request in its sole discretion.

- (ii) The Developer shall not subcontract the sale or service of beverages without the City's prior written consent.
- (iii) The Developer shall not provide takeout service and, consistent with the goal of not serving beverages to "walk-ups," shall serve beverages only in areas adjacent to cabanas.
- (iv) The Developer shall provide a sufficient number of trash cans and recycling containers and shall empty them regularly so as to avoid an accumulation of trash or recyclables inside or outside the cans and containers.
- (v) While the service of beverages and the rental of cabanas will be conducted in close proximity to each other, the Developer shall sell ensure that persons renting cabanas are not pressured or coerced in any way to purchase beverages.
- (vi) In serving beverages, the Developer shall fully comply with all applicable state, federal, county and City laws, including but not limited to Chapter 99, "Municipal Beach," of the City's Code of Ordinances.
- (vii) The Developer shall serve beverages in an environmentally friendly manner, including but not limited to minimizing the packaging of beverages and not using materials such as Styrofoam.
- (viii) In order to ensure that the area in which the Developer sells beverages is properly cleaned each day, including but not limited to the pickup of all trash from the sand and the emptying of all trash cans, the Developer shall stop serving beverages not less than one hour before the Hotel Territory closes for the day.
- (ix) If the Developer chooses to use sandwich board signs or displays, such signs or displays shall be placed only in the

area(s) in which the Developer serves beverages and not on the Boardwalk.

2. Section J of the Beach Agreement is hereby amended to read as follows:

**J. ASSIGNMENT; AMENDMENTS**

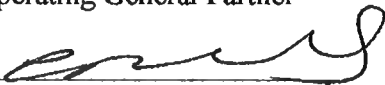
1. Except as otherwise provided above in Section D.5.d.(ii) with respect to the sale of beverages, the Developer shall have the right, without consultation with the City, to assign sign, subcontract and in any other way provide for the services and products described in this Beach Agreement Lease.

MARGARITAVILLE HOLLYWOOD BEACH RESORT, L.P.,  
a Delaware limited partnership

By: Margaritaville Hollywood Beach Resort GP, L.L.C.,  
a Delaware limited liability company,  
its general partner

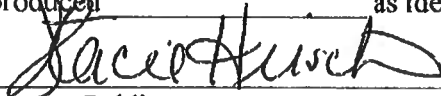
By: MHBR JV, L.P.,  
a Delaware limited partnership,  
its sole member

By: Lojeta-Millennium GP, LLC,  
a Florida limited liability company,  
its Operating General Partner

By:   
Name: Lon Tabatchnick  
Title: Authorized Signatory

STATE OF FLORIDA       )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 12 day of June, 2013, by Lon Tabatchnick, the A.S. of Lojeta-Millennium GP, LLC, as operating general partner of MHBR JV, L.P., as sole member of Margaritaville Hollywood Beach Resort GP, L.L.C., as general partner of Margaritaville Hollywood Beach Resort, L.P., a Delaware limited partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

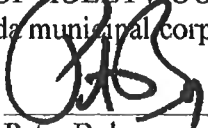
  
\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
Commission expires: \_\_\_\_\_



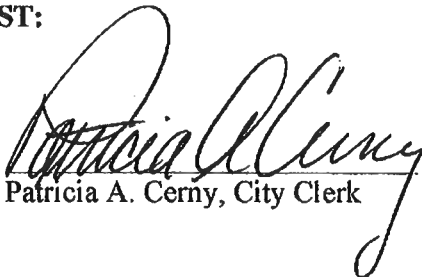
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BEACH

By authority of Resolution No. R-2012-274 duly  
passed and adopted by the Hollywood City  
Commission on September 5, 2012.

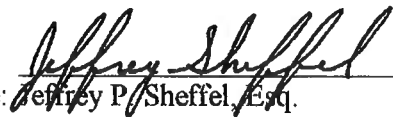
CITY OF HOLLYWOOD,  
a Florida municipal corporation

By:   
Name: Peter Bober  
Title: Mayor

ATTEST:

By:   
Patricia A. Cerny, City Clerk

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

By:   
Name: Jeffrey P. Sheffel, Esq.  
Title: City Attorney