

AMENDMENT TO LICENSE
AGREEMENT – JOHNSON STREET PARCEL

THIS AMENDMENT TO LICENSE AGREEMENT – JOHNSON STREET PARCEL is made and entered into as of the ____ day of _____, 2016 by and between the CITY OF HOLLYWOOD, a Florida municipal corporation (the “City”), MARGARITAVILLE HOLLYWOOD BEACH RESORT, L.P., f/k/a MARGARITAVILLE HOLLYWOOD BEACH RESORT, LLC, a Delaware limited partnership (the “Developer”), and the HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY a dependent special district of the City (the “CRA”).

WHEREAS, the parties entered into a License Agreement - Johnson Street Parcel (the “Original Agreement”) dated February 9, 2011 by which the City granted a license for a period of five (5) years to the Developer for the portion of Johnson Street generally located east of A1A for use, operation and maintenance in accordance with the terms and conditions of the Agreement; and

WHEREAS, the parties enter into this Amendment to amend the terms and conditions of the Original Agreement as stated below; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Section 8.2 of the Original Agreement is amended by substituting Exhibit “B” attached hereto for Exhibit “B” attached to the Original Agreement .
3. The first paragraph of Section 8.5 of the Original Agreement is hereby split into two paragraphs and further amended to read as follows:

Developer agrees that this License is non-exclusive in nature and that the City, the CRA and third parties shall have the right, subject to the limitations set forth herein, to use the Johnson Street Parcel for City or CRA and other programs and events throughout the calendar year. Upon the Commencement Date of the Term of this License, and quarterly thereafter, Developer shall meet with the appropriate City officials and staff (including, but not limited to, the appropriate representatives from the CRA and the City’s Parks, Recreation and Cultural Arts

Department) to coordinate and finalize programming and entertainment scheduling requested by the parties for the Bandshell Area for the upcoming quarter. Developer shall provide programming within the Bandshell Area, at Developer's sole cost and expense except as hereinafter provided, for a minimum of five (5) nights per week, weather permitting, from the hours of 7:00 p.m. to 9:00 p.m. To help offset the Developer's cost of providing such programming, the CRA shall make payment to the Developer at the rate of \$800.00 per week, with each payment due within 45 days after receipt by the CRA of a proper invoice therefor from the Developer.

Any programming or entertainment within the Bandshell Area sponsored by or offered through the City, CRA, Parks, Recreation or Cultural Arts Department or other city agency or department shall be at such party's sole cost and expense. Third party public scheduling requests, such as those made by civic organizations or other public groups, to perform within the Bandshell Area shall be coordinated with the City, the CRA and Developer for programming and entertainment scheduling. The City, including its agencies and departments, and the CRA shall encourage such third party scheduling requests to be considered simultaneously with the quarterly programming and entertainment scheduling established between the City, the CRA and the Developer for the upcoming quarter. Notwithstanding the foregoing, the Developer shall be expressly permitted to have the exclusive use of the Bandshell Area not to exceed ten (10) times per calendar year, to the exclusion of the general public, for a period not to exceed three (3) hours in duration for each such scheduled performance, program or event. Similarly, the City, the CRA or its agencies or departments, shall be expressly permitted to have the exclusive use of the Bandshell Area not to exceed ten (10) times per calendar year, to the exclusion of the Developer, for a period not to exceed three (3) hours in duration for each such scheduled performance, program or event. Developer, City or CRA shall have the right to divert pedestrian, bicycle or any other Broadwalk traffic to move around, rather than through, the perimeter of the Bandshell Area during any scheduled performance, program or event sponsored by such party.

4. All other provisions of the Original Agreement shall be and remain the same.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be signed in its name by its Managing Member, 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 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:

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

By: Margaritaville Hollywood Beach Resort GP, L.L.C.,
Its: General Partner

By: MHBR JV, L.P.,
Its sole member

By: Lojeta-Millennium GP, LLC,
Its general partner

By: Lojeta-Millennium Group,
LLC,
Its sole member

Name: _____

Name: _____

By: _____
Name: Lon Tabatchnick
Title: Authorized Signatory

By authority of Resolution No. R-2016-
Duly passed and adopted by the Hollywood
City Commission on July 6, 2016.

CITY OF HOLLYWOOD, a Florida
municipal; corporation

By: _____
Name: Peter Bober,
Title: Mayor

By: _____
Name: Wazir A. Ishmael, Ph.D.
Title: City Manager

ATTEST:

By: _____
Patricia A. Cerny, MMC
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

By authority of Resolution No. R-BCRA-
2016-___ duly passed and adopted by the Board
Of the Hollywood Community Redevelopment
Agency on July 6, 2016.

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

By: _____
Name: Peter Bober
Title: Chair

By: _____
Name: Jorge Camejo
Title: Executive Director

ATTEST:

By: _____
Phyllis Lewis, Board Secretary

APPROVED AS TO FORM AND
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE HOLLYWOOD
COMMUNITY REDEVELOPMENT
AGENCY ONLY

By: _____
Jeffrey P. Sheffel, Esq.
Title: General Counsel