

RENEWAL AND SECOND AMENDMENT

to

LICENSE AGREEMENT

JOHNSON STREET PARCEL

THIS RENEWAL AND SECOND AMENDMENT TO LICENSE AGREEMENT ("this Amendment") is executed the \_\_\_\_ day of \_\_\_\_\_, 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 9<sup>th</sup> day of February 2011; and

WHEREAS, the parties entered into an Amendment to the License Agreement on the 1<sup>st</sup> 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:

Davis Graham & Stubbs LLP  
1550 17<sup>th</sup> Street, Suite 500  
Denver, CO 80202

By: \_\_\_\_\_  
Catherine A. Hance  
Partner

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_



CITY OF HOLLYWOOD, a Florida  
municipal corporation

By: \_\_\_\_\_  
Name: Josh Levy  
Title: Mayor

By: \_\_\_\_\_  
Name: Wazir Ishmael  
Title: City Manager

ATTEST:

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

By: \_\_\_\_\_  
Patricia A. Cerny, City Clerk

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

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

By: \_\_\_\_\_  
Name: Josh Levy  
Title: Chair

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

ATTEST:

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

By: \_\_\_\_\_  
Phyllis Lewis, Board Secretary

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