

AMENDED NO. 1 TO SETTLEMENT AGREEMENT

THIS **AMENDMENT NO. 1 TO SETTLEMENT AGREEMENT** ("Agreement") is made and entered on this ____ day of _____, 2025, between, on the one hand, **TMG 67 Communities, LLC**, a Delaware Limited Liability Company ("TMG"), **Deauville Associates, LLC**, a Florida Limited Liability Company ("DALLC"), Deauville Hotel Property, LLC, a Florida limited liability company ("DHP"), and Deauville Hotel Holdings, LLC, a Florida limited liability company ("DHH and together with DALLC and DHP, the "Deauville Entities", and the Deauville Entities together with TMG, jointly and severally, the "Owners"), and, on the other hand, the **City of Miami Beach**, a Florida municipal corporation (the "City"). The parties hereto (the "Parties") agree as follows:

RECITALS

WHEREAS, TMG and DALLC entered into a settlement agreement with the City approved by the City Commission pursuant to Resolution No. 2025-33634, passed and adopted on April 23, 2025 (the "Settlement"); and

WHEREAS, the Hotel Property, as defined in the Settlement, remains the subject of a Code violation issued following the demolition associated with the Owners' failure to plant sod as required by Code section 14-501 (initially issued pursuant to Code section 126-6, but revised on April 15, 2025 to reflect the correct Code section), assigned violation number BVB25002614, (the "Failure to Install Sod Violation"); and

WHEREAS, the parties seek to amend the Settlement as set forth herein to provide for a deadline for compliance of the Failure to Install Sod Violation and temporary public access to portions of the Hotel Property.

NOW, THEREFORE, in consideration of the terms and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owners and the City, intending to be legally bound, amend the Settlement as follows:

D. Terms of Agreement. In connection with parties' mutual execution of this Agreement and the covenants and terms herein Owners and the City agree to amend the Settlement as follows:

1. Article VIII of the Settlement Agreement is hereby removed in its entirety and replaced with the following:

VIII. Uncured Violations at Hotel Property. The Failure to Install Sod Violation remains open and Owners shall remain liable for curing the Failure to Install Sod Violation and any fines that may accrue. Within five (5) business days of obtaining an affidavit of compliance and payment in full of any then outstanding fines and interest with respect to the Failure to Install Sod Violation, the City shall record a release of lien with respect to the Failure to Install Sod Violation. The City acknowledges that the Owners have commenced to cure the Failure to Install Sod Violation, and the Owners agree to diligently pursue the cure of these violations to ensure they have been completed by or before October 1, 2025.

2. The following is hereby inserted into the Settlement as Article IX:

IX. Temporary Public Open Space. The Owners shall enter into a development agreement with the City providing for a temporary public open space use on a portion of the Hotel Property consistent with the attached Exhibit C, for the time period during which the Owners seek the required development approvals for development of the Hotel Property and terminating upon issuance of a building permit in furtherance of development of the Property. The Development Agreement shall provide that: (a) the Owners improve the Hotel Property with irrigation and lighting sufficient to bring the Property into a park-like condition; (b) the Owners provide public access to a portion of the improved park area from sunrise to sunset.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement to be executed in a manner sufficient to bind them on the day and year identified below.

Signed, sealed, and delivered before me:

THE CITY OF MIAMI BEACH, FLORIDA, a Florida
municipal corporation

By: _____

Eric T. Carpenter, City Manager

Date: _____

ATTEST:

Rafael E. Granado, City Clerk

APPROVED AS TO FORM:

Ricardo J. Dopico, City Attorney

WITNESSES

Print Name:_____

Print Name:_____

TMG 67 Communities, LLC a Delaware
Limited Liability Company,

By:_____

Name:_____

Its:_____

Date:_____

STATE OF FLORIDA)

) SS

COUNTY OF MIAMI-DADE)

The foregoing instrument was sworn and subscribed before me by means of []
physical presence or [] online notarization this ____ day of _____, 2025 by
_____, as _____ of TMG 67 Communities LLC, on behalf of
said entity. Said person (check one) () is personally known to me or () produced
_____ as identification.

NOTARY PUBLIC, State of Florida at Large.

Print or Stamp Name: _____

Commission No.: _____

My Commission expires: _____

WITNESSES

Print Name:_____

Print Name:_____

Deauville Associates, LLC a Florida
Limited Liability Company,

By:_____

Name:_____

Its:_____

Date:_____

STATE OF FLORIDA)

) SS

COUNTY OF MIAMI-DADE)

The foregoing instrument was sworn and subscribed before me by means of []
physical presence or [] online notarization this ____ day of _____, 2025 by
_____, as _____ of Deauville Associates, LLC, on behalf of
said entity. Said person (check one) () is personally known to me or () produced
_____ as identification.

NOTARY PUBLIC, State of Florida at Large.

Print or Stamp Name: _____

Commission No.: _____

My Commission expires: _____

WITNESSES

Print Name:_____

Print Name:_____

Deauville Hotel Property, LLC a Florida
Limited Liability Company,

By:_____

Name:_____

Its:_____

Date:_____

STATE OF FLORIDA)

) SS

COUNTY OF MIAMI-DADE)

The foregoing instrument was sworn and subscribed before me by means of []
physical presence or [] online notarization this ____ day of _____, 2025 by
_____, as _____ of Deauville Associates, LLC, on behalf of
said entity. Said person (check one) () is personally known to me or () produced
_____ as identification.

NOTARY PUBLIC, State of Florida at Large.

Print or Stamp Name: _____

Commission No.: _____

My Commission expires: _____

WITNESSES

Print Name:_____

Print Name:_____

Deauville Hotel Holdings, LLC a Florida
Limited Liability Company,

By:_____

Name:_____

Its:_____

Date:_____

DRAFT

STATE OF FLORIDA)

) SS

COUNTY OF MIAMI-DADE)

The foregoing instrument was sworn and subscribed before me by means of [☐] physical presence or [☐] online notarization this ____ day of _____, 2025 by _____, as _____ of Deauville Associates, LLC, on behalf of said entity. Said person (check one) (☐) is personally known to me or (☐) produced _____ as identification.

NOTARY PUBLIC, State of Florida at Large.

Print or Stamp Name: _____

Commission No.: _____

My Commission expires: _____