

MODIFICATION OF SETTLEMENT AGREEMENT

THIS MODIFICATION of the previously executed Settlement Agreement is entered into on this 24th day of January, 2013, by and between THE SET ENTERPRISES, INC., ("THE SET"); 100 ANSIN BLVD PROPERTY LLC ("ANSIN"), JOSE R.RODRIGUEZ ("RODRIGUEZ") RIX 1040, LLC ("RIX"), and the CITY OF HALLANDALE BEACH, FLORIDA ("CITY"), hereinafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties previously entered into a Settlement Agreement which was approved by the City Commission of the City of Hallandale Beach and was executed by the parties on April 7, 2011; hereinafter referred to as ("Settlement Agreement"); and

WHEREAS, the Settlement Agreement resolved all issues of the outstanding litigation involving the Parties; and

WHEREAS, the Parties are now desirous of modifying paragraph eight (8) of the Settlement Agreement which relates to the specific hours of operation for the establishment which was one of the subjects of the litigation; and

WHEREAS, in consideration of the Modification of the Settlement Agreement, Set, Ansin, Rodriguez, and Rix have agreed to additional conditions being imposed in the Settlement Agreement; and

WHEREAS, this matter was heard by the City Commission of Hallandale Beach during its commission meeting held on Monday, January 14, 2013, and was approved by Motion on a 4-1 vote; and

WHEREAS, the Parties agree that all other terms and conditions of the Settlement Agreement, not specifically modified by this document, shall remain in full force and effect.

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties specifically agree as follows:

1. Paragraph 8 of the Settlement Agreement executed on April 7, 2011 is hereby modified to read:

8. Hours of Operation.

- a. The Set shall be permitted to operate from 11:00 a.m. until 6:00 a.m. daily, year round.
- b. Simultaneous with the execution of this modification, the Set shall pay to the City the amount of Seven Thousand Seven Hundred Fifty-Four (\$7,754) dollars annually or fourteen (\$14) per person based on maximum occupancy, whichever is greater.
- c. The Set's right to continue to operate under the extended hours of operation granted through this modification shall be reviewed annually by the City Commission. The first review shall commence no sooner than twelve months from the date of this agreement. The determination on whether or not the extended hours of operation shall continue as set

forth in subparagraphs a and b shall be based on a review of the following matters: the amount and degree of law enforcement activities generated by the extra hours of operation, both inside and outside; illegal activities of any kind by employees, patrons or others associated with the establishment; the adverse effects, if any, that the extended hours of operation will have on neighboring properties, especially with respect to the effects of noise, parking on nearby residential properties; or any additional conditions which might be enacted from time to time by the City Commission for all establishments operating under extended hours.

- d. The Set, Ansin, Rodriguez and Rix hereby acknowledge that the City has the right under this Modification to revoke the privilege of extended hours of operation and revert back to the original hours of operation set forth in Paragraph 8 the Settlement Agreement (prior to this Modification), based on the results of the annual review or the failure of The Set to fulfill its financial obligations under this modification.
- e. The Set shall pay a regulatory fee for the annual extension of this Modification according to the fee schedule provided by Section 5-9 of the City Code.

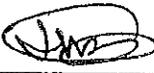
- 2. All other terms and conditions set forth in the Settlement Agreement, not in conflict with this Modification, shall remain unmodified and in full force and effect.
- 3. This Modification of Settlement Agreement may be signed in counterparts which, when taken together, shall be deemed as one and the same document.

IN WITNESS WHEREOF, the Parties hereto have executed this Modification of Settlement Agreement on the dates set forth below.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE

THE SET ENTERPRISES, INC.

By: 

Printed Name: JOSE R. RODRIGUEZ

Title: Pres.

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

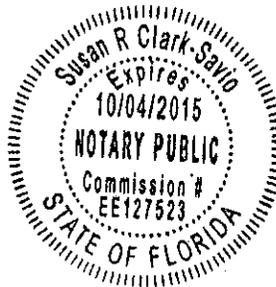
The forgoing instrument was acknowledged before me this 18 day of January, 2013, by JOSE R. RODRIGUEZ, as _____, on behalf of said entity, who is personally known, to me, or _____ who has produced _____ as identification.


Notary Public

Typed or Printed Name of Notary:

SUSAN R. CLARK-SAVIO

Commission Number: EE127523
My Commission Expires: 10-4-15



SIGNATURE PAGE

100 ANSIN BLVD PROPERTY LLC

By: *JRM*

Printed Name: JOSE R. RODRIGUEZ

Title: Manager

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

The forgoing instrument was acknowledged before me this 18 day of January, 2013, by JOSE R. RODRIGUEZ, as Manager, on behalf of said entity, who is personally known, to me, or who has produced _____ as identification.

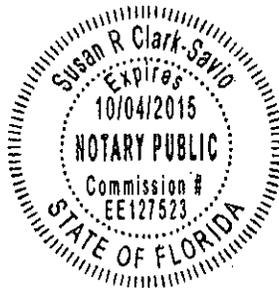
Susan R Clark-Savio
Notary Public

Typed or Printed Name of Notary:

SUSAN R. Clark-Savio

Commission Number: EE127523

My Commission Expires: 10-4-15



SIGNATURE PAGE

JOSE R. RODRIGUEZ



JOSE R. RODRIGUEZ

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

The forgoing instrument was acknowledged before me this 18 day of January, 2013, by JOSE R. RODRIGUEZ, who is personally known, to me, or _____ who has produced _____ as identification.

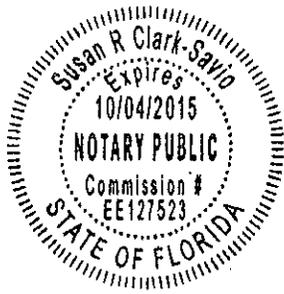


Notary Public

Typed or Printed Name of Notary:

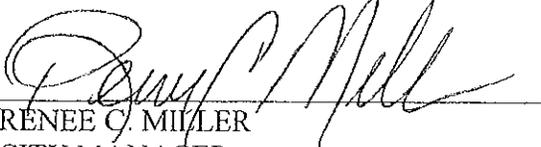
SUSAN R. CLARK-SAVIO

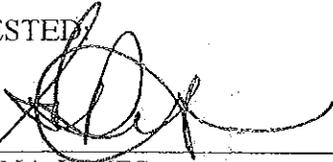
Commission Number: EE127523
My Commission Expires: 10-4-15



SIGNATURE PAGE

CITY OF HALLANDALE BEACH


RENEE C. MILLER
CITY MANAGER

ATTESTED

SHEENA JAMES
CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY


W. LYNN WHITFIELD
CITY ATTORNEY