

LICENSE APPLICATION FOR THE SALE, SERVICE, AND DELIVERY OF FOOD AND ALCOHOLIC BEVERAGES ON CITY BEACHES BY UPLAND HOTELS

PROCESS: Pursuant to Section 8-55.4, of the City's Code of Ordinances, the Parks and Recreation Department will review all applications from upland hotels for a license to sell, serve, and deliver food and alcoholic beverages on City beaches. Applicants will be notified via e-mail, if application does not meet the submittal requirements and if changes or additional information is required. Completed applications should be provided to the Parks and Recreation Department no later than November 1 in order to allow time to process the application for approval prior to January 1.

An application for a license to sell, serve, and deliver food and alcoholic beverages on the Public Beach for consumption by an upland hotel guest or any person who rents a beach chair from a city-approved beach concessionaire shall be submitted to the city's Parks and Recreation Department by email to cbean@fortlauderdale.gov on forms provided by the department and shall be subject to the minimum requirements set by the department. The Parks and Recreation Department is responsible for the processing and administration of license applications.

FEES: All application fees for the sale, service, and delivery of food and alcoholic beverages on city beaches are calculated at an amount equal to Twenty-Five Dollars (\$25) times the total number of guest rooms at Applicant's upland hotel and shall be due annually on January first of each year, and may be amended from time to time by the City Commission. In addition to the application fee, any additional costs incurred by the City shall be paid by the applicant. Any additional costs, which are unknown at the time of application, are later incurred by the City, shall be paid by the applicant prior to the issuance of the license.

INSTRUCTIONS: The following information is required pursuant to Section 8-55.4 of the City's Code. The application must be filled out accurately and completely. Please print or type and answer all auestions. Indicate N/A if does not apply.

ed out accurately and completely. Please print or type and answer all questions. Indicate N/A if does not apply. SALE, SERVICE, AND DELIVERY OF FOOD AND ALCOHOLIC BEVERAGES ON CITY BEACHES APPLICATION

OWNERSHIP / OPERATOR INFORMA	IION			
PROPERTY OWNER / OPERATOR	FTL FS Hotel Property			
PROPERTY OWNER SIGNATURE				
Address, City, State, Zip	525 N, Fort Lauderdale Beach Blvd, Fort Lauderdale, 33304			
Phone Number / E-mail Address	(269) 641-5353 ckunstler@fortpartners.com			
PROOF OF OWNERSHIP	Warranty Deed			
APPLICANT / AGENT'S NAME	FTL FS Hotel Property			
APPLICANT / AGENT'S SIGNATURE				
Address, City, State, Zip	525 N, Fort Lauderdale Beacj Blvd, Fort Lauderdale, 33304			
Phone Number / E-mail Address	(754) 336-3130 brenda.guzman@fourseasons.com			

BUSINESS / HOTEL INFORMATION	and the second		30
BUSINESS / HOTEL NAME	Four Seasons Hotel and Residences Fo	rt Lauderdale	
BUSINESS / HOTEL ADDRESS	525 N, Fort Lauderdale Beacj Blvd, Fort Lauderdale, 33304		
NUMBER OF HOTEL GUEST ROOMS	189 MULTIPLY	<mark>/ X \$25</mark>	LICENSE FEE

Nadim Ashi

SUBMITTAL REQUIREMENTS:

APPLICATION PACKAGE consisting of the application above and following operational plan set and supporting documentation uploaded to the City of Fort Lauderdale's application webpage.

OPERATIONAL PLAN SET:

SITE PLAN depicting a layout of the hotel's property boundary lines and lines representing the extension of side boundary lines east into the Public Beach representing the proposed location for food and any beverage service on the Public Beach, a detailed description and design of a temporary beachfront structure, if any, including the material to be used for the structure. Any temporary beachfront structure plans shall satisfy all applicable permitting requirements of the City Code and shall be reviewed and processed by the City's Development Services Department.

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TRAFFIC CONTROL PLAN with safety guidelines for service providers and hotel guests expected to cross State Road A1A or any other right-of-way in order to access the Public Beach to ensure no undue interference with the passage of the public on State Road A1A. The traffic control plan and personnel necessary to implement said plan shall be furnished at the sole cost and expense of each licensee.

PLAN FOR THE CONTINUOUS CLEANUP and deposit of all trash and debris in proper receptacles in compliance with sanitary facilities and any safety inspection requirements, as deemed necessary by the Fire-Rescue, Parks and Recreation Department, and Development Services Department;

SUPPORTING DOCUMENTATION:

APPLICATION completed (all pages filled out as applicable)

PROOF OF OWNERSHIP (warranty deed or tax record), including corporation documents if applicable

PROPERTY OWNERS SIGNATURE and/or Agent Authorization Letter Signed by Property Owner

CODE OF ORDINANCE NARRATIVES providing point-by-point responses, on upland hotel's letterhead, dated, and signed by the upland hotel's owner/operator or authorized agent, referencing all applicable sections of the Code and indicating how the submittal complies with the criteria.

- o Food and/or beverages to be served, sold or delivered
- Policy to ensure that hotel guests and other customers consuming alcoholic beverages and all employees serving or otherwise handling alcoholic beverages are 21 years of age of older
- <u>Policy to ensure service providers wear uniforms and name tags that identify the upland hotel as the employer,</u> as more specifically set forth in the license application
- Describe the Mobile Point-of-Sale (POS) system that will be used and is compatible with other credit card processing software and necessary electronic equipment to facilitate and manage the food and beverage sale transactions to customers sitting in a city-approved beach concessionaire chair
- Statement of Commitment to the exclusive use of recyclable or reusable food and beverage containers, cutlery, and condiment packaging, that all clearly identify the upland hotel as the service provider
- Applicant's Hours of Operation on the Public Beach shall be limited to seven (7) days per week, between the hours of 10:00 a.m. through 6:00 p.m. for the months of October, November, December, January, February, March, April and May, and between the hours of 10:00 a.m. through 7:00 p.m. for the months of June, July, August, and September. Any change or deviation to these operating hours requires prior City Commission approval
- o Statement of Compliance with all applicable federal, state and local laws.

FOOD SERVICE LICENSE that is current and active with the State of Florida,

LIQUOR LICENSE that is current and active with the State of Florida.

APPLICANT AFFIDAVIT	STAFF INTAKE REVIEW	
I acknowledge that the Required Documen Specifications of the application are met:	ation and Technical For Staff use only:	
PRINT NAME: Nadim Ashi	LICENSE NUMBER:	
SIGNATURE: BOM	REVIEWED BY:	
DATE: December 16, 2024	DATE:	

FTLFS Hotel Property LP

LIMITED POWER OF ATTORNEY

The undersigned, FTLFS Hotel Property LP ("Owner"), hereby grants to Mali Carow in her capacity as General Manager of the Four Seasons Fort Lauderdale (the "Hotel") OR Brenda Guzman, in her capacity as Director of Finance of the Hotel, acting severally, a power of attorney to sign any documents, including agreements, in connection with the operation of the Hotel now or in the future in accordance with the Hotel Management Agreement between Operator and Owner (as successor in interest to MW Lauderdale LP dated July 5, 2015, as the same has previously been assigned and/or amended (the "Management Agreement"). The authority granted to the General Manager and the Director of Finance of the Resort pursuant to this Limited Power of Attorney is granted pursuant to and is subject to the conditions and limitations set out in, the Management Agreement.

In no event does this power of attorney empower either of the agents/attorneys identified above to execute contracts or enter into agreements on behalf of Owner in circumstances other than those specifically referenced above or modify the respective rights and the responsibilities of Owner and Operator as set out in the Management Agreement.

The Limited Power of Attorney shall remain in full force and effect from the date hereof until the date (the "Termination Date") that is the earlier of (i) the expiration or other termination of the Management Agreement, or (ii) Owner's written notice of its revocation of the powers granted hereunder. On the Termination Date, this Limited Power of Attorney shall automatically terminate and expire by its terms and shall be of no further force or effect.

DATED this 25th day of February, 2025

FTLFS Hotel Property LP

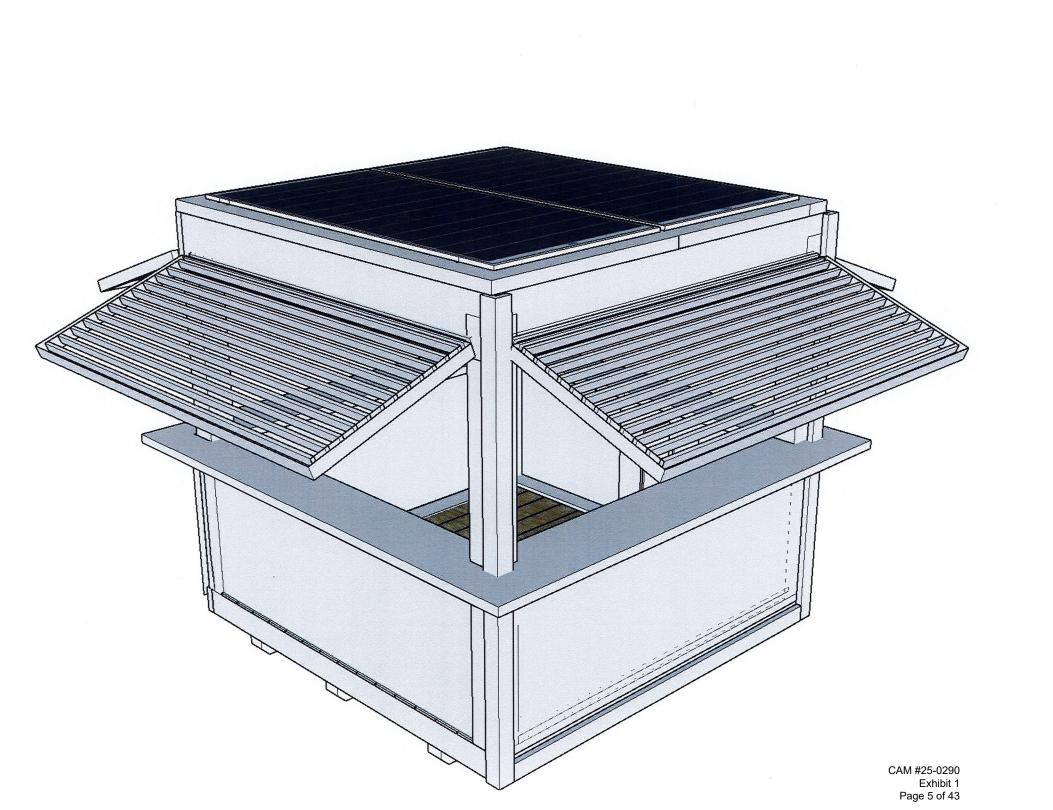
By: FTLFS GP LLC, a Delaware limited partnership, its General Partner

By: FORT PARTNERS US LLC its Manager

Nadim Ashi, Manager

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BEACHSIDE MENU HOURS OF OPERATION 11AM TO 4PM

SNACKS

TOTOPOS DE	MAIZ, V		\$24	
organic corn "masa'	chips, guacamole, tomatillo salsa			CLASSIC
0	1 0			toasted brid
CUBAN QUES	ADILLA		\$30	
grilled tortilla, swiss	cheese, pulled pork, ham, pickles a	nd mustard		GRILLEI
				brioche bur
CHICKEN WIN	GS		\$32	
honey BBQ or buff	alo, celery and carrots			MAINE L
				brioche bur
	SALADS & BOWL	_S		
	wood-smoked add ons	n		GRILLE
	ORGANIC CHICKEN* GF	\$14		tomatillo sa
	ORA KING SALMON* GF	\$20		
	GRILLED SHRIMP* GF	\$24		TURKEY
	FALAFEL* GF, V	\$12		lettuce, tom
ARUGULA SAL	AD of y		\$20	
	ugula, sumac, red onion, truffle-len	on citronette parmes		
Swallk latilis wild al	ugula, sumac, red omon, trume-ten	ion entonette, parmes	Sall	CRISPY
EVELYN'S CAE	SAR v		\$22	served wit
	ale, egg, pecorino, pine nut croutons	s, house caesar dressin		JERVED WI
bub) Sein ierraee, in	, 088, poor, prine mat er e aten.	, nouse cacour arcosm	8	CHEESE
СНОРРЕД МА	RKET VEGETABLEGI, V		\$24	ромодоко
	dicchio, tomato, cucumber, avocado	o, corn, red onion, hea	arts of	
,0	lish, beetroot olives, oregano dressir			kIDS CH
	Ū	0		blue corn
	FROM EVELYN'S	S		
served with o	choice of french fries, sweet por	tato fries, or side s	alad	GARDE
				VEGETANLE
EVELYN'S CHI	CKEN SHAWARMA*		\$30	
tahini, pickled sum:	ac onions, garlic toum, levantine pie	ckles, cilantro		PASTA F
				TOMATO SA
EVELYN'S FAL	AFEL WRAP v		\$24	
hummus, harissa, n	nint, cilantro, levantine pickles, bibl	o lettuce		JR SIZE
				served wi

HANDHELDS

SERVED WITH CHOICE OF FRENCH FRIES, SWEET POTATO FRIES, OR SIDE SALAD

CLASSIC CHEESEBURGER toasted brioche bun, lettuce, tomato, onion, cheddar cheese, pickle, house sauce	\$36
GRILLED CHICKEN & AVOCADO* brioche bun, lettuce, tomato, bacon, shishito ranch	\$30
MAINE LOBSTER ROLL* brioche bun, dill, lemon, capers, dijonnaise	\$40
GRILLED FISH TACOS tomatillo salsa, avocado, spicy mayo, chili, jicama-cabbage slaw, lime	\$32
TURKEY CLUB WRAP lettuce, tomato, bacon, deli sliced turkey, dijonnaise	\$34
KIDS MENU	
CRISPY CHICKEN TENDERS served with choice of side	\$16
CHEESE FLATBREAD pomodoro dipping sauce	\$12
kIDS CHIPS AND GUACAMOLE v blue corn tortilla chips, housemade guacamole	\$8
GARDEN CRUIDTE vegetanle crudite, hummus	\$12
PASTA POMODORO tomato sauce, basil, parmesan cheese	\$14
JR SIZED BEEF BURGER served with choice of side	\$16

CANNED COCKTAILS BEER CORONA \$10 **TWO CHICKS MARGARITA** \$15 HEINEKEN \$10 **FIVE MOSCOW MULE CAN** \$15 **STELLA** \$10 BACARDI \$16 rum runner, pina colada, bahama mama **MICHELOB ULTRA** \$10 **RAMONA SPRITZ** \$15 **HOP GUN IPA** \$10 **SPARKLING WINE : WHITE WINE** \$16

SPARKLING WINE : BUBBLES \$16

GLUTEN FREE (GF) VEGETARIAN (V)

* consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness, especially if you have certain medical Our mindfulness and contribution to sustainability are connected in our efforts to make a difference by sourcing locally and seasonally when available,

using only cage-free eggs and sustainably certified fish, and reducing waste while minimizing environmental impact.



Saturday, December 16, 2023

Codes of Narratives Four Seasons Hotel and Residences Fort Lauderdale

Food and Beverages to be served, sold, or delivered

• Food and Beverages strictly be served only to the guests in the concessioner provided beach chairs directly across from the hotel.

Consume and Serve Policy

- Employees in positions of server are verified as of age to serve in accordance with law at time of hire.
- Employees who serve alcohol are TIPS certified with Florida regulations by the Florida DPBR. This is to ensure proper service of food and beverage including alcohol.
- Disclosure on menu stating 21+

Identification of Staff Policy

- All staff are provided uniforms that are specific to Four Seasons Fort Lauderdale
- All staff wear a name tag with Four Seasons logo
- All staff are provided an employee ID, identifying Four Seasons Fort Lauderdale as the Employer.





Mobile POS

- Describe the Mobile Point-of Sale (POS) system that will be used and is compatible with other credit card processing software and necessary electronic equipment to facilitate and manage the food and beverage sales transactions to customers sitting in a city-approved beach concessionaire chair
- Server will accept credit cards and room charges as methods of payment through the resort existing POS system.

Recyclable Containers

- Four Seasons Fort Lauderdale commits to exclusive use of recyclable or reusable food and beverage containers, cutlery and condiment packaging.
- Packaging is specific to Four Seasons Fort Lauderdale.





Hours of Operation

• Beach Service will be provided 7 days a week, between the hours of 11:00am through 4:00pm year-round. This is within the operating hour set forth by the City Commission



Mazen Saleh General Manager Four Seasons Hotel and Residences Fort Lauderdale

525 N Fort Lauderdale Beach Blvd, Fort Lauderdale, FL 33304



Saturday, December 16, 2023

Beach Food & Alcoholic Beverages Application

Site Plan

• See Separate attachment

Traffic control plan

- Staff have been through training on safe crossing and street safety
- Staff will wear a safety vest when crossing A1A
- Guests are informed of safe measures to safely cross A1A and we have both guest services staff and beach staff to support this.

Plan For Continuous Cleanup

- Anytime staff is on the beach, they will continuously pick up debris for disposal
- The beach concierge will walk the property at opening and ensure no debris present since prior day's closure.
- All items will be brought to the service station daily, no loose items or food left in service area.
- Any items related to food and alcohol purchases will be removed and disposed of on the hotel premises.
- Hotel will properly dispose of any organic waste, recyclables and general trash appropriately as already setup in hotel program.
- Property will ensure at the close of serving hours daily, all items related have been removed.
- End of day procedures include ensuring all trash and debris removed, trash cans emptied and nothing left on the serving area besides chairs, umbrellas and stations.
- No food or loose items to be left in service stations, all cleared daily.

Food and Beverages to be served, sold or delivered

• See Menu attached

Consume and Serve Policy

- Employees in positions of server are age verified in accordance with law at time of hire.
- Employees who serve alcohol are TIPS certified with Florida regulations.



Identification of Staff Policy

- All staff are provided uniforms that are specific to Four Seasons Fort Lauderdale
- All staff wear a name tag with Four Seasons logo
- All staff are provided an employee ID, identifying Four Seasons Fort Lauderdale as the Employer.

Mobile POS

• All our transactions will be handled and processed through our Four Seasons App which allow to order and charge directly to the guest room.

Recyclable Containers

- Four Seasons Fort Lauderdale commits to exclusive use of recyclable or reusable food and beverage containers, cutlery and condiment packaging.
- Packaging is specific to Four Seasons Fort Lauderdale.

Hours of Operation

• We will adhere to hours of operation of 7 days a week, between the hours of 11:00am through 4:00pm year round.

Statement of Compliance

• We will adhere to legal regulations. All products meet local state specific requirements.



Emergency Removal of Equipment from Premises

Boucher Brothers realizes the critical significance of having a comprehensive, manageable evacuation plan. Whether it be because of unsafe weather conditions, large scale special events or any other situation that may arise, Boucher Brothers will be able to quickly, safely remove and store all equipment in a secure location off the beach.

Hurricane/Storm Procedures

Evacuations or removals occur in varying degrees and not all are hurricane or tropical storm related.

All require anticipation and preparation, with the following goals in no particular order:

- 1. Not interfere with City's ongoing activities/plans.
- 2. Cause as little inconvenience to beachgoers as possible.
- 3. Remove and store equipment in a manner that allows the fastest restoration of beach concession operations.
- 4. Coordinate with Beach Safety and especially Beach Maintenance for scheduling.
- 5. Understanding of restrictions in place during Turtle Season and procedures to be followed for special permission or waivers.
- 6. Forecasts of sustained high wind events may require a pre-emptive movement of equipment. The type and amount of equipment to be relocated or removed and stored will be determined by a number of factors.
 - Force of wind
 - Direction of wind
 - Duration of Event
 - Tide levels
 - Time of year

Boucher Brothers has storage space and owns an indoor warehouse. There is adequate capacity to store all rental equipment in our warehouse.

Boucher Brothers has done various levels of evacuation dating back to Hurricane Andrew in 1992 through super storm Sandy. We know what works and what does not as a result of 33 years of firsthand experience on Florida's beaches. We are able to remove and store all rental equipment from the beachfront within (1) one hour of notification by appropriate City authorities and within twenty four (24) hours of issuance of a Hurricane Warning by the Broward County Office of Emergency Management. Should any vehicle larger than an ATV be required to move equipment on or off the beach, Boucher Brothers we request the proper approval from the City and make sure that Ocean Rescue staff escorts us on and off the beach.



Hurricane Preparation/Evacuation Plan

Aside from moving the chairs, umbrellas and cabanas off the beach we will also move all the on-beach storage facilities. Moving of all equipment and storage facilities will typically start to take place within 15 minutes after the evacuation is put in to effect. This process will take from 3 to 4 hours. The storage units will be moved to one of Boucher Brothers Management's off-beach storage locations.

Additionally, Boucher Brothers owns service pickup trucks and flatbed trailers which will aid in the transporting of equipment off the beach in case of a hurricane watch. These trailers will be used to move the lounge chairs, beach umbrellas, cabanas and storage units from the beach to the storage area.

Situational Awareness

- Boucher Brothers has a trained Evacuation Team. There is 1 team member responsible for charting any disturbances on the Atlantic Ocean during Hurricane Season. This is the same person responsible for tracking and reporting all inclement weather for water sports and beach rental purposes year-round.
- One team member is stationed in the main office and the other four are stationed out in the field. It is this team member who will report to the Executive Team and Ownership of the company (One of the Boucher Brothers) whenever a hurricane watch is in effect for the Mid-Atlantic.
- Once the president of the company has been advised that a hurricane watch has been issued for the Broward County, FL area by the National Hurricane Center, it is he/she who will communicate with the city and act upon their decision to implement the Evacuation Plan.
- In order to be fully informed of any developments relating to the hurricane, there is an Evacuation Team member who is responsible for monitoring any information, recommendations or updates released by Broward County Office of Emergency Management and the Emergency Operations Center. This team member is also responsible for monitoring the EOC's Evacuation Zone Map.

Action Plan

- Within minutes after our Evacuation Plan is called into effect, the Area Director is contacted. The Area Director then contacts the manager with the decision to evacuate. The Area Director then contacts all Boucher Brothers Staff under their supervision and informs them that the Evacuation Plan is in effect.
- Within minutes after receiving word that we are evacuating, the Attendants immediately close down all concessions where beach rentals and sales operations take place.
- Boucher Brothers Staff is not only responsible for assisting in the moving of all beach equipment during a hurricane watch evacuation, but also of informing all beach patrons of the situation. Once all sales/rental operations are shut down, Boucher Brothers staff and Evacuation Team members will advise the people on the

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beach that, for their safety, they should leave and evacuate the beach area. This will typically start to take place within 15 minutes after Evacuation Plan is implemented and will continue throughout the entire evacuation process.

• During the evacuation process, Boucher Brothers staff will be supervised and provided with guidance by their Area Director to complete the removal process.









Hurricane Checklist

Pre-Storm

- A week prior to potential storm Directors will meet to discuss Hurricane Prep.
- Verify that the Driver's Licenses of all members operating vehicles during storm are in good standing.
- Contact City and County Personnel (City) to understand respective expectations.
- Managers must submit paperwork to the office prior to the storm.
- Time cards must be checked pre and post storm prior to being turned in.
- Create Director Lead Task Teams.
- Establish 1 person as the point of contact to answer any questions the City may have.
- Count and inspect all inventory (Chairs, cushions, beds, bed cushions, lotions, etc.)
- Find an alternative option, other than cables, to secure all chairs.
- All white storage boxes will be labeled with inventory count and location name (Painters Tape)
- All chairs to be neatly stacked by the dunes the night before evacuation.



- All staff to be on call. (Includes but not limited to Cashiers, Beach Attendants, Hourly & Salary Employees, etc.)
- Remove all tarps from the beach (Should not be utilized if wind exceeds 30 MPH)

Post-Storm

- Contact the City and request approval to deploy equipment.
- Provide City with tentative schedule for commencement of normal operations.
- Follow the Priority List when returning equipment.
- Count and inspect all inventory (Chairs, cushions, beds, bed cushions, lotions, etc.)
- Submit work orders to Maintenance for beach storage box needing paint touch ups and repairs.

Hurricane Safety Tips

BEFORE A HURRICANE:

- Have a disaster plan.
- Have a pet plan. Before a storm threatens, contact your veterinarian or local humane society for information on preparing your pets for an emergency.
- Board up windows.
- Bring in outdoor objects that could blow away.
- Make sure you know which county or parish you live in.
- Know where all the evacuation routes are.



- Prepare a disaster supplies kit for your home and car. Have enough food and water for at least 3 days. Include a first aid kit, canned food and a can opener, bottled water, battery-operated radio, flashlight, protective clothing and written instructions on how to turn off electricity, gas, and water.
- Have a NOAA weather radio handy with plenty of batteries, so you can listen to storm advisories.
- Have some cash handy. Following a hurricane, banks and ATMs may be temporarily closed.
- Make sure your car is filled with gasoline.

DURING A HURRICANE:

- Stay away from low-lying and flood prone areas.
- Always stay indoors during a hurricane, because strong winds will blow things around.
- Leave mobile homes and to go to a shelter.
- If your home isn't on higher ground, go to a shelter.
- If emergency managers say to evacuate, then do so immediately.

AFTER A HURRICANE:

- Stay indoors until it is safe to come out.
- Check for injured or trapped people, without putting yourself in danger.
- Watch out for flooding which can happen after a hurricane.
- Do not attempt to drive in flooding water.
- Stay away from standing water. It may be electrically charged from underground or downed power lines.
- Don't drink tap water until officials say it's safe to do so.

Melanie S. Griffin, Secretary

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF HOTELS AND RESTAURANTS

THE SEATING FOOD SERVICE (2010) HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 509, FLORIDA STATUTES

NBR. OF SEATS: 156

FTLFS HOTEL PROPERTY LP

EVELYNS 525 N FORT LAUDERDALE BEACH BLVD FORT LAUDERDALE FL 33304

LICENSE NUMBER: SEA1625496

EXPIRATION DATE: DECEMBER 1, 2025

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/28/2024

Do not alter this document in any form.



This is your license. It is unlawful for anyone other than the licensee to use this document.

Melanie S. Griffin, Secretary

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF HOTELS AND RESTAURANTS

THE SEATING FOOD SERVICE (2010) HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 509, FLORIDA STATUTES

NBR. OF SEATS: 60

FTLFS HOTEL PROPERTY LP

HONEY FITZ 525 N FORT LAUDERDALE BEACH BLVD FORT LAUDERDALE FL 33304

LICENSE NUMBER: SEA1625497

EXPIRATION DATE: DECEMBER 1, 2025

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/28/2024

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Melanie S. Griffin, Secretary

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF HOTELS AND RESTAURANTS

THE SEATING FOOD SERVICE (2010) HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 509, FLORIDA STATUTES

NBR. OF SEATS: 500

FTLFS HOTEL PROPERTY LP EVENT LEVEL - 2ND FLOOR 525 N FORT LAUDERDALE BEACH BLVD FORT LAUDERDALE FL 33304

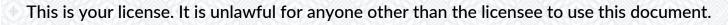
LICENSE NUMBER: SEA1625930

EXPIRATION DATE: DECEMBER 1, 2025

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/28/2024

Do not alter this document in any form.







Saturday, December 16, 2023

Plan For Continuous Cleanup

- Anytime staff is on the beach, they will continuously pick up debris for disposal
- The beach concierge will walk the property at opening and ensure no debris present since prior day's closure.
- All items will be brought to the service station daily, no loose items or food left in service area.
- Any items related to food and alcohol purchases will be removed and disposed of on the hotel premises.
- Hotel will properly dispose of any organic waste, recyclables and general trash appropriately as already setup in hotel program.
- Property will ensure at the close of serving hours daily, all items related have been removed.
- End of day procedures include ensuring all trash and debris removed, trash cans emptied, and nothing left on the serving area besides chairs, umbrellas and stations.
- No food or loose items to be left in service stations, all cleared daily.
- We will adhere to hours of operation of 7 days a week, between the hours of 11:00am through 4:00pm year-round.



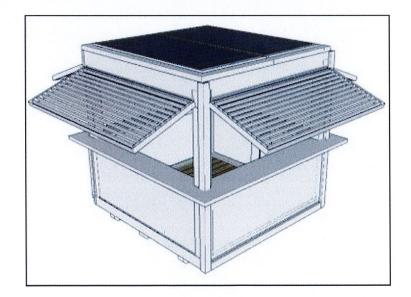


Saturday, December 16, 2023

Beach Food & Alcoholic Beverages Application

Traffic control plan

- Staff have been through training on safe crossing and street safety. They will cross A1A only at designated corner nearest the Hotel and only when given visual authority of green light in the crosswalk.
- Staff will wear a safety vest when crossing A1A
- Guests are informed of safe measures to safely cross A1A and we have both guest. services staff and beach staff to support this.
- Employees who serve alcohol are TIPS certified with Florida regulations.
- Food and Beverages offerings will be from Honey Fitz, the bar located on the ground. floor. All menu items will be selected because of their ability to travel well and ease of consumption on the beach. Hot and cold items will be offered.
- Beach Hub will be built to house POS system along with significant portion of beverages. offerings, this will alleviate need to cross A1A for beverages orders.



2024 Florida Annual Resale Certificate for Sales Tax

DR-13 R. 10/23



This Certificate Expires on December 31, 2024

Business Name and Location Address

Certificate Number

16-8018501294-5

FTLFS HOTEL PROPERTY LP FOUR SEASONS HOTEL AND RESIDENCES F 525 N FORT LAUDERDALE BEACH BLVD FORT LAUDERDALE, FL 33304-4125

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

- 1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
- 2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
- 3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices

Broward County Commission Deed Doc Stamps: \$0.70

> THIS INSTRUMENT PREPARED BY: Rennert Vogel Mandler & Rodriguez, P.A. 100 SE 2nd Street, Suite 2900 Miami, FL 33131 Attn: Alicia Morales-Fernandez, Esq.

Parcel Identification Numbers: 5042 01 04 0040 5042 01 04 0030 5042 01 04 0070 5042 01 04 0050 5042 01 04 0020

SPACE ABOVE THIS LINE FOR RECORDING DATA

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

THIS WARRANTY DEED is made and entered into as of the <u>M</u> of January, 2022 by FTLFS TRUST FLORIDA LP, a Delaware limited partnership, as Trustee of the FTLFS Land Trust, dated November 25, 2019, as amended and restated by Amended and Restated FTLFS Land Trust, dated January 21, 2022, Grantor, having an address at 500 W. Cypress Creek Road, Suite 770, Fort Lauderdale, Florida 33309 to FTLFS HOTEL PROPERTY LP, a Delaware limited partnership, Grantee, whose mailing address is: 500 W. Cypress Creek Road, Suite 770, Fort Lauderdale, Florida 33309

Wherever used herein, the terms "Grantor" and "Grantee" shall include, as to each party, to this instrument, its heirs, legal representatives and assigns.

WITNESSETH

GRANTOR, for and in consideration of Ten and N0,100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, and sold, and by these presents does hereby grant, bargain and sell to Grantee, the following described land situated and being in Broward County, Florida (the "Property"):

Unit HU (AKA the Hotel Unit) in FTL Condominium, according to the Declaration of Condominium thereof, recorded in Instrument No. 117817581, of the Public Records of Broward County, Florida, and any amendments thereto, together with an undivided share in the common elements thereof.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or appertaining thereto.

NOTE TO RECORDER: THIS IS A CONVEYANCE OF REAL PROPERTY FROM A TRUSTEE GRANTOR TO A BENEFICIARY GRANTEE TO THE EXTENT OF GRANTEE'S BENEFICIAL INTEREST IN THE TRUST, WHICH WAS ESTABLISHED IN ACCORDANCE WITH CHAPTER 689 OF THE FLORIDA STATUTES. ACCORDINGLY, PURSUANT TO SECTION 12B-4.013(28)(e) OF THE FLORIDA ADMINISTRATIVE CODE, THIS DEED IS NOT SUBJECT TO DOCUMENTARY STAMP TAX. THIS CONVEYANCE is subject to: taxes and assessments for the current calendar year and all subsequent years.

GRANTOR hereby warrants the title to the Property, subject to those matters described above, and will defend the same against the lawful claims of all persons whomsoever. Grantee, by acceptance and recordation of this Warranty Deed, expressly and specifically approves, accepts, covenants and agrees to be bound by and to assume performance of all the applicable provisions and requirements set forth in the Declaration and all amendments and/or supplements thereto.

-SIGNATURE(S) CONTAINED ON FOLLOWING PAGE-

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Sign:

Print name:

Sign:

Print name: Ketek tybog 14

a Delaware limited partnership, as Trustee of the FTLFS Land Trust, dated November 25, 2019, as amended and restated by Amended and Restated FTLFS Land Trust, dated January 21, 2022

FTLFS TRUST FLORIDA LP,

By:

Name: Ramzi Achi Title: Authorized Representative

STATE OF FLORIDA

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this \underline{M} day of January, 2022, by Ramzi Achi, as Authorized Representative of FTLFS TRUST FLORIDA LP, a Delaware limited partnership, as Trustee of the FTLFS Land Trust dated November 25, 2019, as amended and restated by Amended and Restated FTLFS Land Trust, dated January 21, 2022, who is: [X] personally known to me, or [] provided proper identification in the form

)) SS

AND DECK	NADA GREEN
A 1	MY COMMISSION # GG 349036
	EXPIRES: June 26, 2023
A STATES	Bonded Thru Notary Public Underwriter

My commission expires:

of_

Print Name:_ Nada Green

Notary Public, State of Florida Commission No._____

CAM #25-0290 Exhibit 1 Page 25 of 43

FTLFS Trust Florida LP

LIMITED POWER OF ATTORNEY

The undersigned, FTLFS Trust Florida LP, as Trustee of the FTLFS Land Trust Agreement dated November 25, 2019 ("Owner"), hereby grants to Mazen Salleh in his capacity as General Manager of the Four Seasons Fort Lauderdale (the "Hotel") OR Brenda Guzman, in her capacity as Director of Finance of the Hotel, acting severally, a power of attorney to sign any documents, including agreements, in connection with the operation of the Hotel now or in the future in accordance with the Hotel Management Agreement between Operator and Owner (as successor in interest to MW Lauderdale LP dated July 5, 2015, as the same has previously been assigned and/or amended (the "Management Agreement"). The authority granted to the General Manager and the Director of Finance of the Resort pursuant to this Limited Power of Attorney is granted pursuant to and is subject to the conditions and limitations set out in, the Management Agreement.

In no event does this power of attorney empower either of the agents/attorneys identified above to execute contracts or enter into agreements on behalf of Owner in circumstances other than those specifically referenced above or modify the respective rights and the responsibilities of Owner and Operator as set out in the Management Agreement.

The Limited Power of Attorney shall remain in full force and effect from the date hereof until the date (the "Termination Date") that is the earlier of (i) the expiration or other termination of the Management Agreement, or (ii) Owner's written notice of its revocation of the powers granted hereunder. On the Termination Date, this Limited Power of Attorney shall automatically terminate and expire by its terms and shall be of no further force or effect.

DATED this f8th day of November, 2022

FTLFS Trust Florida LP, as Trustee of the FTLFS Land Trust Agreement dated November 25, 2019, a Delaware limited partnership

By: FTLFS GP LLC, a Delaware limited partnership, its General Partner

> By: FORT PARTNERS PUERTO RICO LLC its Manager

Do Sie to

By:_

Nadim Ashi, Manager

CAM #25-0290 Exhibit 1 Page 26 of 43

The AMENDMENT NO. 1 TO BEACH CLUB SERVICES AGREEMENT DATED AS OF NOVEMBER 20, 2023, BETWEEN BOUCHER BROTHERS BEACH MANAGEMENT FORT LAUDERDALE, LLC ("BBBMFL") AND FTLFS HOTEL PROPERTY LP ("OWNER")

THIS AMENDMENT NO. 1 TO BEACH CLUB SERVICES AGREEMENT between BOUCHER BROTHERS BEACH MANAGEMENT FORT LAUDERDALE, LLC., a Florida limited liability corporation, with offices at 1451 Ocean Drive, Suite 205, Miami Beach, Florida 33139 ("BBBMFL" and/or the "Concessionaire") and FTLFS HOTEL PROPERTY LP (the "Owner"), whereby Owner owns the Four Seasons Hotel and Residences Fort Lauderdale located at 525 N. Fort Lauderdale, Florida 33304 ("the Hotel") is dated as November 20, 2023 (the "Amendment").

WITNESSETH:

WHEREAS, Owner and Concessionaire entered into a Beach Club Services Agreement dated January 27, 2022, ("Agreement"), which provides for the operation by Concessionaire in the area on the beach (the "Concession Area") certain services and amenities as described in the Agreement,

WHEREAS, Owner has acknowledged that Concessionaire is the holder of a concession agreement with the City of Fort Lauderdale, Florida (the "City") which Agreement for Beach Equipment Rental Concession ("City Concession Agreement") was renewed as of January 24, 2023;

WHEREAS, Owner has acknowledged that the City Concession Agreement grants Concessionaire the right to direct the placement of all temporary structures within the Concession Area as part of maintaining the work under the City Concession Agreement;

WHEREAS, Owner has applied for a license from the City to place a temporary beach hut structure onto the Concession Area pursuant to Section 8-55.4 of the City's Code allowing for the sale, service and consumption of food and alcohol beverages (the "License");

WHEREAS, as part of the License, Owner has agreed that use of the beach owned by the City is conditional based upon other agreements signed by or entered into by the City, including the Concession Agreement;

WHEREAS, as part of the License, Owner has agreed that it must abide by traffic control plans approved by the City including hurricane preparedness plans required of the Concessionaire by the City;

WHEREAS, as part of the License, Owner has agreed to provide insurance coverage to the City for the use of the Concession Area utilized for the License, including liquor liability insurance to the extent that alcohol is served by Owner to individuals in the Concession Area; and

WHEREAS, the parties desire to amend the Agreement as hereinafter set forth.

ぱべ CAM #25-0290 Exhibit 1 Page 27 of 43

NOW, THEREFORE, the parties agree as follows:

- 1. The Agreement is hereby amended to include Appendix "F" attached hereto and made part of the Agreement.
- 2. <u>No Additional Modifications</u>. Except for the modifications contained in this Amendment, all of the terms and conditions of the Agreement remain unchanged.

By:

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

<u>OWNER</u>

Concessionaire:

FTLFS HOTEL PROPERTY LP

DocuSigned by:

By:		am Said	
Name:	Haythan	-sand-	
Title:	General	Manager	
Date [.]	12/19/20	23	

Boucher Brothers Beach Management Fort Lauderdale, LLC

DocuSigned by:

Michael Boucher

Name: MTChaef**Boucher Title: Boucher Brothers Management Date: 12/21/2023



APPENDIX "F"

USE AND PLACEMENT OF TEMPORARY BEACH HUT STRUCTURES AND SALE OF FOOD, BEVERAGES AND/OR ALCOHOLIC BEVERAGES

In addition to the terms and conditions imposed by the Agreement, Owner agrees to comply with the following terms and rules to the extent that it obtains a License from the City of Fort Lauderdale, Florida (the "City") pursuant to Section 8-55.4 of the City Code to sell food, beverages and/or alcoholic beverages to hotel guests and persons renting chairs from City approved concessionaires, including BBBMFL, in the Concession Area, as well as to place a temporary beach hut structure ("Beach Hut") on the Concession Area in support of the sale of food, beverage and/or alcohol in the Concession Area (the "License"):

- 1. Owner shall comply with all terms of the hurricane preparedness plan provided by the BBBMFL to the City with respect to the Concession Area regarding the placement, use and removal of any Beach Hut, including providing storage of the Beach Hut during those times said structure is not deployed or allowed on the Concession Area.
- 2. The final location in which the Beach Hut is placed on the Concession Area shall be made by BBBMFL, in order to avoid any disruption of the concession services at the Concession Area.
- 3. Owner shall pay BBBMFL and/or its subcontractor the amount incurred each time the Beach Hut is placed or removed from the Concession Area. BBBMFL shall invoice Owner for such services and said invoice shall be paid within thirty (30) days of receipt. BBBMFL's invoice shall include the cost of the removal/placement service as well as any payroll related cost incurred by BBBMFL in performing or assisting in the service. Any payment that are not paid when due shall bear interest at the highest rate allowed by applicable law, following written notice that such amounts are delinquent.
- 4. Owner shall be responsible for maintaining the Beach Hut and the area surrounding the Beach Hut pursuant to the License.
- 5. Owner shall name BBBMFL, and its affiliates and their respective officers, directors, employees, contractors, representatives and agents (collectively, the "BBBMFL Additional Insureds" as additional insureds and provide coverage for the defense and indemnification of the BBBMFL Additional Insureds, against all claims for damages arising from any activities conducted in connection with the Beach Hut and/or License, including all sales of consumables (food, beverages and/or alcoholic beverages), including all claims by or on behalf of any person for injury to person or persons, including death, property damage and loss, regardless of who allegedly caused or contributed to such damages.
- 6. Owner shall be liable to the City for any amounts owed to the City from sales of food, beverage and/or alcoholic beverages made in connection with the Beach Hut or the License.

CAM #25-0290 Exhibit 1 Page 29 of 43 7. Owner shall be responsible for providing a suitable trailer for the transportation, placement, and storage of the Beach Hut. The trailer specifications and arrangements shall be agreed upon between Owner and BBBMFL.



FTLFS Trust Florida LP

LIMITED POWER OF ATTORNEY

The undersigned, FTLFS Trust Florida LP, as Trustee of the FTLFS Land Trust Agreement dated November 25, 2019 ("Owner"), hereby grants to Mazen Salleh in his capacity as General Manager of the Four Seasons Fort Lauderdale (the "Hotel") OR Brenda Guzman, in her capacity as Director of Finance of the Hotel, acting severally, a power of attorney to sign any documents, including agreements, in connection with the operation of the Hotel now or in the future in accordance with the Hotel Management Agreement between Operator and Owner (as successor in interest to MW Lauderdale LP dated July 5, 2015, as the same has previously been assigned and/or amended (the "Management Agreement"). The authority granted to the General Manager and the Director of Finance of the Resort pursuant to this Limited Power of Attorney is granted pursuant to and is subject to the conditions and limitations set out in, the Management Agreement.

In no event does this power of attorney empower either of the agents/attorneys identified above to execute contracts or enter into agreements on behalf of Owner in circumstances other than those specifically referenced above or modify the respective rights and the responsibilities of Owner and Operator as set out in the Management Agreement.

The Limited Power of Attorney shall remain in full force and effect from the date hereof until the date (the "Termination Date") that is the earlier of (i) the expiration or other termination of the Management Agreement, or (ii) Owner's written notice of its revocation of the powers granted hereunder. On the Termination Date, this Limited Power of Attorney shall automatically terminate and expire by its terms and shall be of no further force or effect.

DATED this f8th day of November, 2022

FTLFS Trust Florida LP, as Trustee of the FTLFS Land Trust Agreement dated November 25, 2019, a Delaware limited partnership

By: FTLFS GP LLC, a Delaware limited partnership, its General Partner

> By: FORT PARTNERS PUERTO RICO LLC its Manager

Do Sie to

By:_____ Nadim Ashi, Manager

> CAM #25-0290 Exhibit 1 Page 31 of 43

Melanie S. Griffin, Secretary

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF HOTELS AND RESTAURANTS

THE SEATING FOOD SERVICE (2010) HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 509, FLORIDA STATUTES

NBR. OF SEATS: 156

FTLFS HOTEL PROPERTY LP

EVELYNS 525 N FORT LAUDERDALE BEACH BLVD FORT LAUDERDALE FL 33304

LICENSE NUMBER: SEA1625496

EXPIRATION DATE: DECEMBER 1, 2025

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/28/2024

Do not alter this document in any form.



This is your license. It is unlawful for anyone other than the licensee to use this document.

Melanie S. Griffin, Secretary

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF HOTELS AND RESTAURANTS

THE SEATING FOOD SERVICE (2010) HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 509, FLORIDA STATUTES

NBR. OF SEATS: 60

FTLFS HOTEL PROPERTY LP

HONEY FITZ 525 N FORT LAUDERDALE BEACH BLVD FORT LAUDERDALE FL 33304

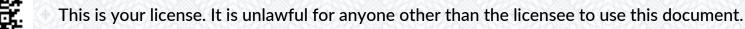
LICENSE NUMBER: SEA1625497

EXPIRATION DATE: DECEMBER 1, 2025

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/28/2024

Do not alter this document in any form.



Melanie S. Griffin, Secretary

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF HOTELS AND RESTAURANTS

THE SEATING FOOD SERVICE (2010) HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 509, FLORIDA STATUTES

NBR. OF SEATS: 500

FTLFS HOTEL PROPERTY LP EVENT LEVEL - 2ND FLOOR 525 N FORT LAUDERDALE BEACH BLVD FORT LAUDERDALE FL 33304

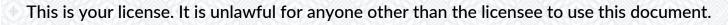
LICENSE NUMBER: SEA1625930

EXPIRATION DATE: DECEMBER 1, 2025

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/28/2024

Do not alter this document in any form.



Broward County Commission Deed Doc Stamps: \$0.70

> THIS INSTRUMENT PREPARED BY: Rennert Vogel Mandler & Rodriguez, P.A. 100 SE 2nd Street, Suite 2900 Miami, FL 33131 Attn: Alicia Morales-Fernandez, Esq.

Parcel Identification Numbers: 5042 01 04 0040 5042 01 04 0030 5042 01 04 0070 5042 01 04 0050 5042 01 04 0020

SPACE ABOVE THIS LINE FOR RECORDING DATA

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

THIS WARRANTY DEED is made and entered into as of the <u>M</u> of January, 2022 by FTLFS TRUST FLORIDA LP, a Delaware limited partnership, as Trustee of the FTLFS Land Trust, dated November 25, 2019, as amended and restated by Amended and Restated FTLFS Land Trust, dated January 21, 2022, Grantor, having an address at 500 W. Cypress Creek Road, Suite 770, Fort Lauderdale, Florida 33309 to FTLFS HOTEL PROPERTY LP, a Delaware limited partnership, Grantee, whose mailing address is: 500 W. Cypress Creek Road, Suite 770, Fort Lauderdale, Florida 33309

Wherever used herein, the terms "Grantor" and "Grantee" shall include, as to each party, to this instrument, its heirs, legal representatives and assigns.

WITNESSETH

GRANTOR, for and in consideration of Ten and N0,100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, and sold, and by these presents does hereby grant, bargain and sell to Grantee, the following described land situated and being in Broward County, Florida (the "Property"):

Unit HU (AKA the Hotel Unit) in FTL Condominium, according to the Declaration of Condominium thereof, recorded in Instrument No. 117817581, of the Public Records of Broward County, Florida, and any amendments thereto, together with an undivided share in the common elements thereof.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or appertaining thereto.

NOTE TO RECORDER: THIS IS A CONVEYANCE OF REAL PROPERTY FROM A TRUSTEE GRANTOR TO A BENEFICIARY GRANTEE TO THE EXTENT OF GRANTEE'S BENEFICIAL INTEREST IN THE TRUST, WHICH WAS ESTABLISHED IN ACCORDANCE WITH CHAPTER 689 OF THE FLORIDA STATUTES. ACCORDINGLY, PURSUANT TO SECTION 12B-4.013(28)(e) OF THE FLORIDA ADMINISTRATIVE CODE, THIS DEED IS NOT SUBJECT TO DOCUMENTARY STAMP TAX. THIS CONVEYANCE is subject to: taxes and assessments for the current calendar year and all subsequent years.

GRANTOR hereby warrants the title to the Property, subject to those matters described above, and will defend the same against the lawful claims of all persons whomsoever. Grantee, by acceptance and recordation of this Warranty Deed, expressly and specifically approves, accepts, covenants and agrees to be bound by and to assume performance of all the applicable provisions and requirements set forth in the Declaration and all amendments and/or supplements thereto.

-SIGNATURE(S) CONTAINED ON FOLLOWING PAGE-

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Sign:

Print name:

Sign:

Print name: Ketek tybog 14

a Delaware limited partnership, as Trustee of the FTLFS Land Trust, dated November 25, 2019, as amended and restated by Amended and Restated FTLFS Land Trust, dated January 21, 2022

FTLFS TRUST FLORIDA LP,

By:

Name: Ramzi Achi Title: Authorized Representative

STATE OF FLORIDA

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this \underline{M} day of January, 2022, by Ramzi Achi, as Authorized Representative of FTLFS TRUST FLORIDA LP, a Delaware limited partnership, as Trustee of the FTLFS Land Trust dated November 25, 2019, as amended and restated by Amended and Restated FTLFS Land Trust, dated January 21, 2022, who is: [X] personally known to me, or [] provided proper identification in the form

)) SS

ALCONT OF THE	NADAGREEN
A 1	MY COMMISSION # GG 349036
	EXPIRES: June 26, 2023
States and	Bonded Thru Notary Public Underwritten

My commission expires:

of_

Print Name:_ Nada Green

Notary Public, State of Florida Commission No.

CAM #25-0290 Exhibit 1 Page 37 of 43

FTLFS Trust Florida LP

LIMITED POWER OF ATTORNEY

The undersigned, FTLFS Trust Florida LP, as Trustee of the FTLFS Land Trust Agreement dated November 25, 2019 ("Owner"), hereby grants to Mazen Salleh in his capacity as General Manager of the Four Seasons Fort Lauderdale (the "Hotel") OR Brenda Guzman, in her capacity as Director of Finance of the Hotel, acting severally, a power of attorney to sign any documents, including agreements, in connection with the operation of the Hotel now or in the future in accordance with the Hotel Management Agreement between Operator and Owner (as successor in interest to MW Lauderdale LP dated July 5, 2015, as the same has previously been assigned and/or amended (the "Management Agreement"). The authority granted to the General Manager and the Director of Finance of the Resort pursuant to this Limited Power of Attorney is granted pursuant to and is subject to the conditions and limitations set out in, the Management Agreement.

In no event does this power of attorney empower either of the agents/attorneys identified above to execute contracts or enter into agreements on behalf of Owner in circumstances other than those specifically referenced above or modify the respective rights and the responsibilities of Owner and Operator as set out in the Management Agreement.

The Limited Power of Attorney shall remain in full force and effect from the date hereof until the date (the "Termination Date") that is the earlier of (i) the expiration or other termination of the Management Agreement, or (ii) Owner's written notice of its revocation of the powers granted hereunder. On the Termination Date, this Limited Power of Attorney shall automatically terminate and expire by its terms and shall be of no further force or effect.

DATED this f8th day of November, 2022

FTLFS Trust Florida LP, as Trustee of the FTLFS Land Trust Agreement dated November 25, 2019, a Delaware limited partnership

By: FTLFS GP LLC, a Delaware limited partnership, its General Partner

> By: FORT PARTNERS PUERTO RICO LLC its Manager

Do Sie to

By:_

Nadim Ashi, Manager

CAM #25-0290 Exhibit 1 Page 38 of 43

The AMENDMENT NO. 1 TO BEACH CLUB SERVICES AGREEMENT DATED AS OF NOVEMBER 20, 2023, BETWEEN BOUCHER BROTHERS BEACH MANAGEMENT FORT LAUDERDALE, LLC ("BBBMFL") AND FTLFS HOTEL PROPERTY LP ("OWNER")

THIS AMENDMENT NO. 1 TO BEACH CLUB SERVICES AGREEMENT between BOUCHER BROTHERS BEACH MANAGEMENT FORT LAUDERDALE, LLC., a Florida limited liability corporation, with offices at 1451 Ocean Drive, Suite 205, Miami Beach, Florida 33139 ("BBBMFL" and/or the "Concessionaire") and FTLFS HOTEL PROPERTY LP (the "Owner"), whereby Owner owns the Four Seasons Hotel and Residences Fort Lauderdale located at 525 N. Fort Lauderdale, Florida 33304 ("the Hotel") is dated as November 20, 2023 (the "Amendment").

WITNESSETH:

WHEREAS, Owner and Concessionaire entered into a Beach Club Services Agreement dated January 27, 2022, ("Agreement"), which provides for the operation by Concessionaire in the area on the beach (the "Concession Area") certain services and amenities as described in the Agreement,

WHEREAS, Owner has acknowledged that Concessionaire is the holder of a concession agreement with the City of Fort Lauderdale, Florida (the "City") which Agreement for Beach Equipment Rental Concession ("City Concession Agreement") was renewed as of January 24, 2023;

WHEREAS, Owner has acknowledged that the City Concession Agreement grants Concessionaire the right to direct the placement of all temporary structures within the Concession Area as part of maintaining the work under the City Concession Agreement;

WHEREAS, Owner has applied for a license from the City to place a temporary beach hut structure onto the Concession Area pursuant to Section 8-55.4 of the City's Code allowing for the sale, service and consumption of food and alcohol beverages (the "License");

WHEREAS, as part of the License, Owner has agreed that use of the beach owned by the City is conditional based upon other agreements signed by or entered into by the City, including the Concession Agreement;

WHEREAS, as part of the License, Owner has agreed that it must abide by traffic control plans approved by the City including hurricane preparedness plans required of the Concessionaire by the City;

WHEREAS, as part of the License, Owner has agreed to provide insurance coverage to the City for the use of the Concession Area utilized for the License, including liquor liability insurance to the extent that alcohol is served by Owner to individuals in the Concession Area; and

WHEREAS, the parties desire to amend the Agreement as hereinafter set forth.

ぱべ CAM #25-0290 Exhibit 1 Page 39 of 43

NOW, THEREFORE, the parties agree as follows:

- 1. The Agreement is hereby amended to include Appendix "F" attached hereto and made part of the Agreement.
- 2. <u>No Additional Modifications</u>. Except for the modifications contained in this Amendment, all of the terms and conditions of the Agreement remain unchanged.

By:

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

<u>OWNER</u>

Concessionaire:

FTLFS HOTEL PROPERTY LP

DocuSigned by:

By:		am Said	
Name:	Haythan	-sand-	
Title:	General	Manager	
Date [.]	12/19/20	23	

Boucher Brothers Beach Management Fort Lauderdale, LLC

DocuSigned by:

Michael Boucher

Name: MTChaef**Boucher Title: Boucher Brothers Management Date: 12/21/2023



APPENDIX "F"

USE AND PLACEMENT OF TEMPORARY BEACH HUT STRUCTURES AND SALE OF FOOD, BEVERAGES AND/OR ALCOHOLIC BEVERAGES

In addition to the terms and conditions imposed by the Agreement, Owner agrees to comply with the following terms and rules to the extent that it obtains a License from the City of Fort Lauderdale, Florida (the "City") pursuant to Section 8-55.4 of the City Code to sell food, beverages and/or alcoholic beverages to hotel guests and persons renting chairs from City approved concessionaires, including BBBMFL, in the Concession Area, as well as to place a temporary beach hut structure ("Beach Hut") on the Concession Area in support of the sale of food, beverage and/or alcohol in the Concession Area (the "License"):

- 1. Owner shall comply with all terms of the hurricane preparedness plan provided by the BBBMFL to the City with respect to the Concession Area regarding the placement, use and removal of any Beach Hut, including providing storage of the Beach Hut during those times said structure is not deployed or allowed on the Concession Area.
- 2. The final location in which the Beach Hut is placed on the Concession Area shall be made by BBBMFL, in order to avoid any disruption of the concession services at the Concession Area.
- 3. Owner shall pay BBBMFL and/or its subcontractor the amount incurred each time the Beach Hut is placed or removed from the Concession Area. BBBMFL shall invoice Owner for such services and said invoice shall be paid within thirty (30) days of receipt. BBBMFL's invoice shall include the cost of the removal/placement service as well as any payroll related cost incurred by BBBMFL in performing or assisting in the service. Any payment that are not paid when due shall bear interest at the highest rate allowed by applicable law, following written notice that such amounts are delinquent.
- 4. Owner shall be responsible for maintaining the Beach Hut and the area surrounding the Beach Hut pursuant to the License.
- 5. Owner shall name BBBMFL, and its affiliates and their respective officers, directors, employees, contractors, representatives and agents (collectively, the "BBBMFL Additional Insureds" as additional insureds and provide coverage for the defense and indemnification of the BBBMFL Additional Insureds, against all claims for damages arising from any activities conducted in connection with the Beach Hut and/or License, including all sales of consumables (food, beverages and/or alcoholic beverages), including all claims by or on behalf of any person for injury to person or persons, including death, property damage and loss, regardless of who allegedly caused or contributed to such damages.
- 6. Owner shall be liable to the City for any amounts owed to the City from sales of food, beverage and/or alcoholic beverages made in connection with the Beach Hut or the License.

CAM #25-0290 Exhibit 1 Page 41 of 43 7. Owner shall be responsible for providing a suitable trailer for the transportation, placement, and storage of the Beach Hut. The trailer specifications and arrangements shall be agreed upon between Owner and BBBMFL.



FTLFS Trust Florida LP

LIMITED POWER OF ATTORNEY

The undersigned, FTLFS Trust Florida LP, as Trustee of the FTLFS Land Trust Agreement dated November 25, 2019 ("Owner"), hereby grants to Mazen Salleh in his capacity as General Manager of the Four Seasons Fort Lauderdale (the "Hotel") OR Brenda Guzman, in her capacity as Director of Finance of the Hotel, acting severally, a power of attorney to sign any documents, including agreements, in connection with the operation of the Hotel now or in the future in accordance with the Hotel Management Agreement between Operator and Owner (as successor in interest to MW Lauderdale LP dated July 5, 2015, as the same has previously been assigned and/or amended (the "Management Agreement"). The authority granted to the General Manager and the Director of Finance of the Resort pursuant to this Limited Power of Attorney is granted pursuant to and is subject to the conditions and limitations set out in, the Management Agreement.

In no event does this power of attorney empower either of the agents/attorneys identified above to execute contracts or enter into agreements on behalf of Owner in circumstances other than those specifically referenced above or modify the respective rights and the responsibilities of Owner and Operator as set out in the Management Agreement.

The Limited Power of Attorney shall remain in full force and effect from the date hereof until the date (the "Termination Date") that is the earlier of (i) the expiration or other termination of the Management Agreement, or (ii) Owner's written notice of its revocation of the powers granted hereunder. On the Termination Date, this Limited Power of Attorney shall automatically terminate and expire by its terms and shall be of no further force or effect.

DATED this f8th day of November, 2022

FTLFS Trust Florida LP, as Trustee of the FTLFS Land Trust Agreement dated November 25, 2019, a Delaware limited partnership

By: FTLFS GP LLC, a Delaware limited partnership, its General Partner

By: FORT PARTNERS PUERTO RICO LLC its Manager

Do Sie to

By:_____ Nadim Ashi, Manager

> CAM #25-0290 Exhibit 1 Page 43 of 43