

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

Case No.

COMPLEX BUSINESS LITIGATION

MAGEN DAVID YESHIVAH, INC.,
a New York not-for-profit religious
corporation, and ELEGANT TRAVEL
AGENCY, LLC, a Florida limited
liability company,

Plaintiffs,

vs.

EDEN ROC, LLLP, a Florida
limited partnership,

Defendant.

COMPLAINT

Plaintiffs MAGEN DAVID YESHIVAH, INC. (“Magen David”) and ELEGANT TRAVEL AGENCY, LLC (“Elegant Travel”) (collectively, “Plaintiffs”) sue Defendant EDEN ROC, LLLP (“Eden Roc”), and state:

JURISDICTION AND VENUE

1. Plaintiff Magen David is a New York not-for-profit religious corporation. It operates an early childhood through high school Jewish day school in Brooklyn, New York with over 1,500 students.

2. Plaintiff Elegant Travel is a Florida limited liability company. Its clients include Magen David and the families that are part of the Magen David school community.

3. Defendant Eden Roc is a Florida limited partnership with its principal place of business in Miami-Dade County, Florida. It owns and operates both the Eden Roc Miami Beach Hotel and the Nobu Hotel Miami Beach (collectively, “the Hotel”) in Miami Beach, Florida.

4. This is an action for breach of contract, declaratory judgment and tortious interference with advantageous business relationships, seeking contract damages of \$2,322,500 and tort damages in the millions of dollars, exclusive of interest, costs and attorney’s fees. As such, in accordance with the Complex Business Litigation Rules, it is a mandatory filing within the Complex Business Litigation Section of the Circuit Civil Division.

5. The breach of contract, tortious activity and resulting damage alleged hereinafter occurred in Miami-Dade County, Florida. Additionally, the contract between Magen David and Eden Roc (“the Contract”) provides that the state courts of Miami-Dade County, Florida have exclusive jurisdiction over any dispute arising under or in any way related to the Contract.

GENERAL ALLEGATIONS

The Relationship Between the Parties and the Terms of the Contract

6. Beginning in 2018, Elegant Travel and then Magen David have been holding a very large, annual, 10-day event at the Hotel for the Passover religious holiday. Elegant Travel has been the tour operator working with Eden Roc, Magen David and the members of its school community in connection with all of its annual Passover events at the Hotel. The Passover event involves the pre-booking of hundreds of rooms at the Hotel and activities for multi-generation members of the Magen David Yeshivah community, who travel from New York to Miami Beach for the Passover event.

7. After single year contracts for the Passover holiday event in 2018 and 2019, Magen David and Eden Roc entered into the three-year Contract (with additional options), which was

drafted by Eden Roc and executed on August 1, 2019. A true and correct copy of the Contract is attached hereto as Exhibit 1 and is incorporated by reference herein.

8. Pursuant to the Contract, Magen David booked 621 rooms at the Hotel for 10 nights in each of the three years. The first ten-night Passover booking under the Contract was scheduled from April 7 through 17, 2020. *See* Contract at 1. Approximately 1,200 members of the Magen David Yeshivah community – almost all of whom reside in New York – were expected to travel to Miami Beach for the Passover 2020 Event and occupy the 621 rooms.

9. In addition to providing Magen David with 621 rooms at the Hotel for ten nights, Eden Roc also committed in the Contract to provide, among other things, 24 hour fitness center access, access to fitness classes, and exclusive use of the Hotel’s outlets and facilities, including its beach and equipment, pools, bars, restaurants, spa, meeting rooms and outdoor function space. *See* Contract at 2-3, 6.

10. The Contract also includes a provision entitled “Force Majeure”. In its entirety, that provision reads as follows:

Neither party shall be responsible for failure to perform this Contract if unanticipated circumstances beyond their reasonable control (including but not limited to: acts of God; natural disasters, disease outbreak, union strike; terrorist attacks in the city in which Hotel is located; or declared war in the United States) make it impossible for minimum [of] 45% of attendees to arrive [at] the Hotel, illegal or impossible for the Hotel to hold the Event. The affected party may terminate this Contract without any liability upon written notice to the other party promptly upon knowledge of the Force Majeure event. **In the event that the Force Majeure event causes Group [Magen David] to cancel the Event, all monies paid to the Hotel shall be returned to Group.**

See Contract at 9 (emphasis added).

11. Magen David paid deposits towards the Passover 2020 Event totaling \$2,322,500.

12. Although the Contract includes a deposit schedule, the course of dealing between Magen David and Eden Roc in connection with the 2018, 2019 and 2020 Passover events has never required strict adherence to the deposit due dates. Instead, Eden Roc has always understood and accepted that deposit payments will be made by Magen David upon its receipt of payments from attendees, which may not be in keeping with the deposit schedule. Eden Roc never required deposits to be made by the deposit schedule due dates and instead proposed adjusted and later deposit payment schedules

13. There is no “time is of the essence” provision in the Contract that Eden Roc drafted and that Magen David signed.

COVID-19 and Force Majeure

14. As all are painfully aware, the difficulties and risks presented by the COVID-19 novel coronavirus (“COVID-19”) to the population of the United States began to present themselves more prominently in late February and early March 2020. Between February 28 and March 9, 2020, Charles Chehebar (a representative of Plaintiffs) and Sergio Rivera (Eden Roc’s Vice President of Sales) had several communications about the complications being presented by COVID-19 and its impacts on the Passover 2020 Event.

15. As the communications moved forward during that time period, Mr. Chehebar and Mr. Rivera discussed that the Passover 2020 Event was imperiled by COVID-19 – a disease outbreak beyond the parties’ reasonable control. While the status of deposits and attendee participation was discussed by Mr. Chehebar and Mr. Rivera, Mr. Rivera did not demand full payment under the Contract, did not claim a breach by Magen David and did not claim a requirement that full payment be made.

16. Mr. Chehebar and Mr. Rivera spoke on March 9 and discussed at that time Mr. Chehebar's concern that, due to the rapidly escalating problems presented by COVID-19, many large family attendees with senior citizen participants had advised him that it would be impossible for them to attend, thus imperiling the 2020 Passover Event. Mr. Rivera did not challenge Mr. Chehebar's stated concern, nor did Mr. Rivera claim that there was a breach of the contract by Magen David in failing to pay deposits in accordance with the deposit schedule to which the parties had never adhered.

17. A few hours after that conversation on March 9, counsel for Eden Roc sent by email a letter to Magen David at 4:31 p.m. on March 9 demanding that Magen David immediately pay to Eden Roc \$1,214,500. The letter did not recognize or acknowledge the mushrooming COVID-19 catastrophe or the very recent conversations between Mr. Chehebar and Mr. Rivera.

18. Through counsel, Magen David responded to Eden Roc's letter on March 13, disputing that it was in breach of the Contract. Magen David's March 13 letter explained that a contractual Force Majeure event had either already occurred or was imminent and would surely occur before the April 7 commencement of the Passover 2020 Event. With regard to COVID-19, Magen David's March 13 letter, in pertinent part, said the following:

The gravity of the situation, while extreme on Monday, has only grown exponentially since then. A global pandemic has been declared by the World Health Organization. A state of emergency has been declared by the State of Florida and Miami-Dade County. A confirmed case of an infected resident of Miami-Dade County has been announced. A mandatory quarantine enforced by the National Guard has been imposed in New Rochelle, New York, which is only about 20 miles from Magen David. Large public gatherings have been cancelled and legally prohibited throughout the country, including the recent local cancellations of the Miami-Dade County Youth Fair and the Miami Open tennis tournament. Many schools have been closed, including Magen David Yeshiva[h] itself. Many companies and governmental bodies have imposed "business necessary" travel restrictions. Large numbers of flights have been cancelled and senior citizens have been advised by the Centers for Disease Control to avoid travel

and large crowds. Just yesterday, the City Manager of Miami Beach signed a State of Emergency Declaration in which, among other things, Miami Beach cancelled all public events and refused to permit gatherings of 250 or more people for at least the next 30 days.

As Eden Roc is aware, the Magen David group alone was expected to amount to more than 1,200 guests and is drawn from a multi-generational school community based in Brooklyn, including large numbers of senior citizens. It is a group that is particularly exposed to the risks caused by the COVID-19 pandemic.

19. Eden Roc did not reply to Magen David's March 13 letter (other than to acknowledge receipt) or dispute in any manner anything that was said in it.

20. On March 15, the Centers for Disease Control recommended that all in-person events with 50 people or more be cancelled or postponed throughout the United States for the following eight weeks.

21. Mr. Chehebar, Mr. Rivera and Eden Roc's General Manager Michael Chin met in person on March 16. At that meeting, Mr. Rivera and Mr. Chin agreed that Eden Roc was in no position to have the Passover 2020 Event at the Hotel and Eden Roc had been postponing all other groups due to COVID-19.

22. Unfortunately, the next day, Eden Roc sent Mr. Chehebar an email in which it refused to concede that COVID-19 had presented a Force Majeure event under the contract. It insisted instead – in utter and contemptuous disregard of the health and safety of both the attendees and the local populace – that Magen David proceed as scheduled with whomever was foolhardy enough to travel from New York to Miami Beach for the Passover 2020 Event or that the Passover event be rescheduled for some other, to-be-determined period later in 2020 and not during Passover. Eden Roc flatly rejected Magen David's suggestions that the Passover 2020 Event be postponed, with the Contract being extended into 2023 should Eden Roc wish to do so, and all

posted deposits applied to the 2021 event rather than be refunded, as would be required under the Contract.

23. That same day, Eden Roc announced on its website that, through at least April 13, it had closed its spa, cancelled fitness classes, and limited access to certain of its restaurants and its fitness center. In doing so, Eden Roc was no longer able to provide the amenities and facilities that it had contractually committed to Magen David. In light of COVID-19, Eden Roc also promised on its website to “discuss the best possible opportunity for all parties concerned.”

24. Also on March 17, both Miami-Dade County and the City of Miami Beach issued emergency orders that prohibited the group gatherings that are an integral part of the Passover Event and essentially required the closure of all of the Hotel’s restaurants, bars, beach, banquet halls and function areas during the time of the Passover 2020 Event. All of these now unavailable amenities and facilities had been contractually committed by Eden Roc to Magen David.

25. Eden Roc updated its website on March 18 to reflect that, through at least April 13, its closures had been expanded to include its beach and all of its restaurants and bars. Nevertheless, by email sent to Mr. Chehebar from Mr. Rivera on the morning of March 18, Eden Roc maintained its position that Magen David must proceed as scheduled with the Passover 2020 Event or that the Passover event be rescheduled for some other, to-be-determined period later in 2020 and not during Passover. Eden Roc continued to refuse to recognize that it could not perform under the Contract as a result of the governmental orders.

26. Left with no other options due to Eden Roc’s continuing intransigence and denial of reality, Magen David sent to Eden Roc’s counsel by email at 2:00 p.m. on March 18 a written notice of termination of the Contract pursuant to its Force Majeure provision. In accordance with that provision, Magen David directed Eden Roc to return immediately to it the \$2,322,500 of

deposits that Magen David had posted for the Passover 2020 Event. A true and correct copy of the written notice of termination is attached hereto as Exhibit 2 and is incorporated herein by reference.

27. On March 19, Miami-Dade County issued another emergency order requiring the closure that evening of all non-essential retail and commercial establishments throughout the County. The Hotel does not fit within the emergency order's definition of essential retail and commercial businesses. To the extent there was any confusion, an emergency order issued by the City of Miami Beach on March 20 confirmed that all hotels must close before the end of March 23. The order further directed Miami Beach hotels to cancel all existing reservations and refrain from accepting new guests through at least April 22. Accordingly, it is now illegal for the Hotel to be in operation or to host the 2020 Passover Event.

28. On March 20, the Governor of New York issued a statewide shelter-in-place order, thus legally precluding almost all of the Magen David attendees from traveling and therefore making it impossible for them to arrive at the Hotel for the Passover 2020 Event.

29. Also on March 20, Eden Roc responded to Magen David's written notice of termination. Ignoring the governmental orders and the devastating and ever-expanding impacts of COVID-19, Eden Roc astonishingly announced that it "disagrees" with Magen David's position that the "force majeure provision applies" and that it "will retain the entirety" of Magen David's \$2,322,500 of deposits posted for the Passover 2020 Event. A true and correct copy of Eden Roc's March 20 letter is attached hereto as Exhibit 3 and is incorporated herein by reference.

30. Even though Eden Roc "disagrees" that the "force majeure provision applies," it updated its website on March 22 to advise that the Hotel was closing that day to all guests and that it did not plan to reopen until April 30. Despite acknowledging the Hotel's closure throughout the

Passover 2020 Event, Eden Roc did not retract its repudiation of the Contract's Force Majeure provision and its refusal to return Magen David's deposits.

31. Scheduled attendees at the Passover 2020 Event who paid deposits have been clamoring for Elegant Travel, which coordinated the Passover 2020 Event on behalf of the attendees, to get their monies back from Eden Roc. Many have assigned blame to Elegant Travel and expressed understandable outrage at Elegant Travel's inability to obtain for them a return of the deposits wrongfully and inexcusably being held hostage by Eden Roc.

32. The Contract provides that, "[i]n the event of any action brought to enforce this Contract, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and expenses incurred in such action." *See* Contract at 10.

33. Magen David has retained the undersigned counsel and is obligated to pay it reasonable attorneys' fees.

34. All conditions precedent to the bringing of this action have occurred, been waived or excused.

COUNT I **Declaratory Judgment**

35. Magen David realleges and incorporates herein all of the allegations of paragraphs 1 through 34, above.

36. This is an action for declaratory relief by way of a judicial determination that there has been a Force Majeure event within the meaning of the Contract, entitling Magen David to terminate the Contract and requiring Eden Roc to return the deposits posted by Magen David.

37. Eden Roc has refused to accept that there has been a Force Majeure event, that the Contract has been terminated or that it is required to return the deposits posted by Magen David.

It has instead contended that the Force Majeure provision does not apply and that it is entitled to retain the entirety of Magen David's deposits.

38. Accordingly, a bona fide dispute therefore exists between the parties. Magen David has a justiciable question as to the right, if any, of Eden Roc to dispute that there has been a Force Majeure event and refuse to return the deposits posted by Magen David. There is an urgent and present need for a judicial declaration as to whether there has been a Force Majeure event and who is entitled to the deposits posted by Magen David.

39. Magen David requests that this Count I be advanced on the Court's calendar pursuant to Florida Statutes § 86.111.

WHEREFORE, Magen David requests a judicial finding and declaration that:

- a. There has been a Force Majeure event, as defined in the Contract;
- b. Magen David was entitled to terminate the Contract and that Magen David has complied with the Contract's requirement of delivery of a written notice of termination;
- c. Magen David is entitled to the return of the \$2,322,500 of deposits that it posted for the Passover 2020 Event;
- d. Eden Roc is obligated to return to Magen David the \$2,322,500 of deposits that Magen David posted for the Passover 2020 Event;
- e. Magen David is the prevailing party and is entitled to recover from Eden Roc its reasonable attorneys' fees, costs, and expenses; and
- f. The Court declare all other and further relief as is appropriate.

COUNT II
Breach of Contract

40. Magen David realleges and incorporates herein all of the allegations of paragraphs 1 through 34, above.

41. Magen David and Eden Roc entered into the Contract.

42. The Contract requires Eden Roc to provide specified amenities and facilities to Magen David for the 2020 Passover Event.

43. Eden Roc is unable to provide the contractually specified amenities and facilities to Magen David for the 2020 Passover Event. Indeed, it is illegal for it to do so or to operate at all.

44. Eden Roc's inability to perform is a breach of the Contract.

45. Moreover, as set forth in the Contract, it can be terminated without any liability upon written notice of a Force Majeure event.

46. A Force Majeure event has occurred and Magen David has provided Eden Roc with written notice of termination.

47. Pursuant to the Contract, Magen David is entitled to the return of the \$2,322,500 of deposits that it posted for the Passover 2020 Event.

48. Eden Roc has breached the Contract by failing to return the \$2,322,500 of deposits that Magen David posted for the Passover 2020 Event.

49. Magen David has been damaged by Eden Roc's breach.

WHEREFORE, Magen David demands judgment against Eden Roc for breach of contract, damages of \$2,322,500, pre-judgment interest, reasonable attorneys' fees, costs, and expenses, and all other and further relief as is appropriate.

COUNT III
Tortious Interference with Advantageous Business Relationships

50. Elegant Travel realleges and incorporates herein all of the allegations of paragraphs 1 through 34, above.

51. Elegant Travel is the travel agency and tour operator working directly with Eden Roc, Magen David and the members of its school community in connection with all of Magen David's annual Passover events at the Hotel. Those annual Passover events, and other travel for members of the Magen David school community, are a major focus of Elegant Travel's business.

52. Elegant Travel has advantageous business relationships with the approximately 1,200 members of the Magen David Yeshivah community who had planned to attend the 2020 Passover Event at the Hotel and who had paid deposits and full payments towards their attendance.

53. Eden Roc had knowledge of the advantageous business relationships between Elegant Travel and the approximately 1,200 members of the Magen David Yeshivah community who had planned to attend the 2020 Passover Event at the Hotel.

54. Eden Roc's refusal to return to Magen David the deposits that were posted, and which came from Elegant Travel's clients, has interfered with Elegant Travel's advantageous business relationships with the approximately 1,200 members of the Magen David Yeshivah community who had planned to attend the 2020 Passover Event at the Hotel.

55. Eden Roc's refusal to return the deposits, and the resulting interference with Elegant Travel's advantageous business relationships with the approximately 1,200 members of the Magen David Yeshivah community who had planned to attend the 2020 Passover Event at the Hotel, was intentional and unjustified.

56. Elegant Travel has been damaged in the millions of dollars as a result of Eden Roc's tortious interference with Elegant Travel's advantageous business relationships with the approximately 1,200 members of the Magen David Yeshivah community who had planned to attend the 2020 Passover Event at the Hotel.

57. Elegant Travel reserves the right to amend the Complaint upon an evidentiary proffer to seek the recovery of punitive damages.

WHEREFORE, Elegant Travel demands judgment against Eden Roc, compensatory damages, pre-judgment interest, costs, and all other and further relief as is appropriate.

Dated this 23rd day of March 2020.

Respectfully submitted,

COFFEY BURLINGTON, P.L.
Counsel for Plaintiffs
2601 South Bayshore Drive, Penthouse
Miami, Florida 33133
Tel: 305-858-2900
Fax: 305-858-5261

By: /s/ Daniel F. Blonsky
Daniel F. Blonsky, Fla. Bar No. 972169
dblonsky@coffeyburlington.com
groque@coffeyburlington.com
service@coffeyburlington.com

CONTRACT

Wednesday, July 31, 2019	
To:	Alberto Sutton
Title:	Trustee
Company:	Magen David Yeshivah, Inc.
Address:	2130 McDonald Avenue
City:	Brooklyn
State, Zip Code:	NY 11223
Country:	US
Email:	albert@middlegate.com
Company Legal Name:	Magen David Yeshivah, Inc.
Post As:	Magen David Yeshivah Passover 2020-2022 Events Hotel Buyout
2020 Program Dates:	Tuesday, April 7, 2020 – Friday, April 17, 2020
2021 Program Dates:	Friday, March 26, 2021 – Monday, April 5, 2021
2022 Program Dates:	Thursday, April 14, 2022 – Sunday, April 24, 2022
Total Room Nights per Event:	6,210
Total Room Nights:	18,630
Peak Night Room Count:	621
Resort:	Eden Roc Hotel Miami Beach + Nobu Hotel Miami Beach

Thank you for selecting the Eden Roc Miami Beach to host Magen David Yeshivah Passover 2020, 2021 and 2022 Events.

Magen David Yeshivah, Inc. herein referred to as "Group" or Magen David Yeshivah and Eden Roc LLLP, herein referred to as "Hotel" agree to the terms and conditions set forth in this buyout format sales agreement, applicable appendices, and addendums. No other groups or guests will be in house over these dates.

Room Block per Day

2020	TUE 4/7	WED 4/8	THU 4/9	FRI 4/10	SAT 4/11	SUN 4/12	MON 4/13	TUE 4/14	WED 4/15	THU 4/16
Guest Room One King Bed or Two Queen Beds	621	621	621	621	621	621	621	621	621	621

2021	FRI 3/26	SAT 3/27	SUN 3/28	MON 3/29	TUE 3/30	WED 3/31	THU 4/1	FRI 4/2	SAT 4/3	SUN 4/4
Guest Room One King Bed or Two Queen Beds	621	621	621	621	621	621	621	621	621	621

2022	THU 4/14	FRI 4/15	SAT 4/16	SUN 4/17	MON 4/18	TUE 4/19	WED 4/20	THU 4/21	FRI 4/22	SAT 4/23
Guest Room One King Bed or Two Queen Beds	621	621	621	621	621	621	621	621	621	621

Room Block by Guest Room Type & Group Room Rates

ROOM TYPE CODE	ROOM TYPE	# OF ROOMS
EDEN ROC Legendary Tower		136
IVK	Legendary Deluxe - King Bed Hotel View	23
IVKA	Legendary Deluxe - King Bed Hotel View Accessible	5
IVQ	Legendary Deluxe - Two Queen Beds Hotel View	25

ICK	Legendary Deluxe - King Bed Bay View	6
ICQ	Legendary Deluxe - Two Queen Beds Bay View	46
OVK	Legendary Deluxe - King Bed Ocean View	4
OVQ	Legendary Deluxe - Two Queen Beds Ocean View	4
ICMS	Legendary Miami Suite - King Bed Bay View	11
OFRS	Legendary Suite - King Bed Ocean View	12
EDEN ROC Ocean Tower		279
OTK	Junior Suite - King Bed Ocean View	172
OTKA	Junior Suite - King Bed Ocean View Accessible	6
OTQ	Junior Suite - Two Queen Beds Ocean View	71
LOFT	Bi-level Loft - King Bed Ocean View	12
OFOS	One Bedroom Suite - King Bed Ocean Front	18
NOBU HOTEL		206
NDK	Deluxe King Bed - Hotel View	79
NDKA	Deluxe King Bed - Hotel View Accessible	1
NDQ	Deluxe Two Queen Beds - Hotel View	20
NDQA	Deluxe Two Queen Beds - Hotel View Accessible	1
NIK	Deluxe King Bed - Bay View	14
NIKA	Deluxe King Bed - Bay View Accessible	4
NIQ	Deluxe Two Queen Beds - Bay View	18
NOKB	Deluxe King Bed - Ocean View	14
NOQB	Deluxe Two Queen Beds - Ocean View	9
NJS	Junior Suite King Bed - Bay View	12
NJSQ	Junior Suite Two Queen Beds - Bay View	5
NJSQA	Junior Suite Two Queen Beds - Bay View Accessible	1
NZS	Zen Suite King Bed - Ocean View	11
NZSA	Nobu Zen Accessible Suite	7
NOS	Umi Suite (Meaning Ocean)	4
NPOK	Nobu Penthouse Ocean View King (with Balcony) A	1
NPOQ	Nobu Penthouse Ocean View Double (with Balcony) C	1
NPIK	Nobu Penthouse "Intercoastal" King B	1
NPNT	Nobu Penthouse	1
NPSO	Asahi Suite (with ocean view) (Meaning Sunrise)	1
NPSI	Yuhi Suite (with intercoastal view) (Meaning Sunset)	1
COMPLEX		621
EDEN ROC		415
NOBU		206

TOTAL GUEST ROOM BUYOUT AMOUNT 2020: \$3,090,000.00 including resort fee (average room rate is \$497.58 per room per night)

TOTAL GUEST ROOM BUYOUT AMOUNT 2021: \$3,182,700.00 including resort fee (average room rate is \$512.51 per room per night)

TOTAL GUEST ROOM BUYOUT AMOUNT 2022: \$3,278,181.00 including resort fee (average room rate is \$527.89 per room per night)

TAX INFORMATION

Quoted room rates are subject to all applicable city, county, state, or federal taxes that apply at time of room occupancy, currently 14%.

FOOD AND BEVERAGE

All food and beverage supply for the Group will be arranged and provided by the Group Planning Committee.

Initial

As

E-Signed

SR

E-Signed

The displacement fee outlined in **Exhibit B - Labor Cost and Displacement Fee Chart** will be charged to replace the Hotel's loss of F&B revenue and meeting space rental.

Exhibit B will be used by Magen David Yeshivah, Inc. to fill in expected labor requirements and plan the labor cost for each Passover event.

The Hotel will review BEO for each Passover event and suggest the assigned amount of in-house staff. Magen David Yeshivah, Inc. will then assign their staffing agency labor to each BEO.

RESORT FEE

A daily resort fee of **\$35.00** per room, per night **is included** into the Total Guest Room Buyout Amount. Resort Fee includes:

- High Speed Internet Access in guestrooms and all public areas
- 24 Hour Fitness Center access
- Access to fitness classes
- Two (2) beach lounge chairs
- Domestic and toll-free calls
- Bike Rental
- Complimentary in-room coffee & tea set up

The daily resort fee will only be charged for guest rooms that are being occupied.

DISCOUNTED STAFF ROOMS

Magen David Yeshivah, Inc. can book up to sixty-five (65) staff rooms per night at Eden Roc Legendary Tower seven (7) nights pre- and three (3) nights post- each Passover event contracted dates at 30% off the published rate available at the time of booking.

POOLS, HOTEL OUTLETS AND FACILITIES

The group will have exclusivity of using all hotel's outlets and facilities as outlined on the below grid:

Start Date	End Date	Outlet /Facility
2020		
Tuesday, 4/7/2020	Friday, 4/17/2020	Aquatica Pool
Tuesday, 4/7/2020	Friday, 4/17/2020	Aquatica Bar
Tuesday, 4/7/2020	Friday, 4/17/2020	Palladium Pool
Tuesday, 4/7/2020	Friday, 4/17/2020	Main Pool
Tuesday, 4/7/2020	Friday, 4/17/2020	Nobu Pool
Tuesday, 4/7/2020	Friday, 4/17/2020	Malibu Farm Restaurant
Tuesday, 4/7/2020	Friday, 4/17/2020	Nobu Restaurant (available for breakfast and lunch only)
Tuesday, 4/7/2020	Friday, 4/17/2020	Nobu Lobby Bar
Tuesday, 4/7/2020	Friday, 4/17/2020	Esencia Spa & Health Club
Tuesday, 4/7/2020	Friday, 4/17/2020	Hotel Lobby (available for satellite bar setup to accommodate group guests' requests)
2021		
Friday, 3/26/2021	Monday, 4/5/2021	Aquatica Pool
Friday, 3/26/2021	Monday, 4/5/2021	Aquatica Bar
Friday, 3/26/2021	Monday, 4/5/2021	Palladium Pool
Friday, 3/26/2021	Monday, 4/5/2021	Main Pool
Friday, 3/26/2021	Monday, 4/5/2021	Nobu Pool
Friday, 3/26/2021	Monday, 4/5/2021	Malibu Farm Restaurant
Friday, 3/26/2021	Monday, 4/5/2021	Nobu Restaurant (available for breakfast and lunch only)
Friday, 3/26/2021	Monday, 4/5/2021	Nobu Lobby Bar
Friday, 3/26/2021	Monday, 4/5/2021	Esencia Spa & Health Club
Friday, 3/26/2021	Monday, 4/5/2021	Hotel Lobby (available for satellite bar setup to accommodate group guests' requests)
2022		
Thursday, 4/14/2022	Sunday, 4/24/2022	Aquatica Pool

Initial

As

E-Signed

SR

E-Signed

Thursday, 4/14/2022	Sunday, 4/24/2022	Aquatica Bar
Thursday, 4/14/2022	Sunday, 4/24/2022	Palladium Pool
Thursday, 4/14/2022	Sunday, 4/24/2022	Main Pool
Thursday, 4/14/2022	Sunday, 4/24/2022	Nobu Pool
Thursday, 4/14/2022	Sunday, 4/24/2022	Malibu Farm Restaurant
Thursday, 4/14/2022	Sunday, 4/24/2022	Nobu Restaurant (available for breakfast and lunch only)
Thursday, 4/14/2022	Sunday, 4/24/2022	Nobu Lobby Bar
Thursday, 4/14/2022	Sunday, 4/24/2022	Esencia Spa & Health Club
Thursday, 4/14/2022	Sunday, 4/24/2022	Hotel Lobby (available for satellite bar setup to accommodate group guests' requests)

Aquatica Pool/Eden Roc Garden area can accommodate:

- Up to two hundred (200) pool chairs
- Up to fifty (50) pool umbrellas

The above number of Pool chairs and pool umbrellas can be accommodated at Aquatica Pool/Eden Roc Garden are without any food stations and other activity set up. If food buffet stations or other activity set up would be requested by the Group, the number of pool chairs will be reduced accordingly.

The Main Pool area can accommodate:

- Fifty-six (56) pool chairs
- Five (5) double sun loungers
- Five (5) pool cabanas

The Palladium Pool area can accommodate:

- Forty-two (42) pool chairs
- Five (5) double sun loungers
- Three (3) tank beds

MALIBU FARM RESTAURANT

Malibu Farm Restaurant will be available for the Group at additional charge:

- Tuesday, April 7, 2020 – Thursday, April 16, 2020 (10 days) - total displacement fee of \$55,000.00, not including tax
- Friday, March 26, 2021 – Sunday, April 4, 2021 (10 days) – total displacement fee of \$55,000.00, not including tax
- Thursday, April 14, 2022 – Sunday, April 24, 2022 (10 days) – total displacement fee of \$55,000.00, not including tax

The Displacement Fee for Malibu Farm Restaurant will be included into the Exhibit B for each year event and must be paid before the group arrival.

NOBU RESTAURANT

Nobu Restaurant will be available for the Group for breakfast and lunch only at additional charge:

- Tuesday, April 7, 2020 – Thursday, April 16, 2020 (10 days) - total displacement fee of \$100,000.00, not including tax
- Friday, March 26, 2021 – Sunday, April 4, 2021 (10 days) – total displacement fee of \$100,000.00, not including tax
- Thursday, April 14, 2022 – Sunday, April 24, 2022 (10 days) – total displacement fee of \$100,000.00, not including tax

The Displacement Fee for Nobu Restaurant will be included into the Exhibit B for each year event and must be paid before the group arrival.

CAFÉ INEZ

The Hotel will let the Group use the space of Café Inez at no rental fee. If upon the Group's request the Hotel will have to run operations at Café Inez, labor fee of \$35.00/hour per barista will be charged.

NOBU EDEN ROC STAFF CAFETERIA

The Hotel will let the Group's staff eat at the Hotel's Staff Cafeteria at flat fee of \$5.00 per person per meal.

Initial

As

E-Signed

SR

E-Signed

BEACH SERVICES

The Group will have an exclusivity of using the Hotel's beach chairs, beach umbrellas and beach services. The Hotel will guarantee up to five hundred (500) beach chairs and up to one hundred fifty (150) beach umbrellas on the beach to the Group. In the event if more beach chairs and beach umbrellas are required for group guests, Magen David Yeshivah, Inc. will have to rent additional chairs and umbrellas from an outside vendor at own expense.

No rental fee will be charged to the Group for pool chair and pool umbrella usage. Pool umbrellas cannot be used on the beach.

The Hotel will guarantee a total of up to two hundred (200) pool chairs and up to fifty (50) pool umbrellas to be available for the Group's guests daily.

All beach related services will be arranged and performed by the Hotel. Beach Service Labor Cost will be charged for 2020, 2021 Passover Events as outlined in **Exhibit B** after this form is filled out by Magen David Yeshivah, Inc. and submitted to the Hotel for each year event.

POST EVENT HOTEL CLEANING

Hotel Deep Cleaning Fee of \$12,000.00 will be charged for each Passover event and included into each year event Exhibit B - Labor Cost & Displacement Fee Chart. The Hotel's and the Magen David Yeshivah, Inc.'s representatives will walk through the hotel before and after each Passover event. Magen David Yeshivah, Inc. will pay for any actual damage or excessive cleaning if any of such occurs or is necessary in addition to the Hotel Deep Cleaning Fee.

COMMISSION

Above rates are per room, per night, European plan (no meals included) rates and commissionable to Magen David Yeshivah, Inc. at 10% of room night revenue.

Please note that the commission is calculated on the balance after deducting the applicable taxes and service charge from the above rates. Discounted rates are not commissionable (such as Staff Rates, Complimentary, etc.).

Please note that the commission will be paid within 30 days after receiving final payment and invoice, along with Magen David Yeshivah, Inc. completed W-9 Form. The invoice should be issued to:

EDEN ROC, LLLP
4525 COLLINS AVENUE
MIAMI BEACH, FL 33140-3226
United States of America

SPECIAL CONSIDERATIONS

The following concessions have been offered to the Group:

- Complimentary WiFi in function space
- Exclusive usage of the Hotel loading dock
- 30% discount on Spa treatments
- Daily evening turndown service to all occupied guest rooms

ROOM RESERVATION PROCEDURES

From the moment this contract is accepted, we will be holding your contracted guest room block for the use of your attendees.

ROOMING LIST

It is our understanding that all guestroom reservations will be made by a rooming list. The rooming list for the main room block must be provided to the Hotel thirty (30) days prior to each arrival date and sent to rooming@nobuedenroc.com:

- Monday, March 9, 2020
- Wednesday, February 24, 2021
- Tuesday, March 15, 2022

Initial

As

E-Signed

SR

E-Signed

Any requests for special room arrangements should be indicated on the rooming list. The Hotel will make every effort to accommodate the guest's request at that time.

Each Passover guest will be offered an option of booking one night prior to the arrival (based on availability) to guarantee timely and quick check in on arrival day at an average contracted rate noted on the Page #2 of the contract or at published rate available on the hotel website at the time of booking. Arrival information for each guest will be indicated on the rooming list sent to the Hotel by each event cutoff date. Each guest will pay individually for all pre-arrival nights booked directly to the Hotel.

BILLING AND CREDIT ARRANGEMENTS

Room and tax will be billed to Group's Master Account. All incidentals will be the responsibility of individual attendees upon check-out, except those specified by list.

FUNCTION SPACE

The Group will have exclusivity of using all Hotel's meeting rooms and outdoor function space as outlined in **Exhibit A**. The Hotel will not host any other groups or events of any kind during the Passover 2020 (April 7-17, 2020) and Passover 2021 (March 26 – April 5, 2021) Event dates.

PAYMENTS

To guarantee space for your Group, we will need to receive a below deposit for each event:

- Passover 2020 Event - 5% of total guest room revenue including tax - \$154,500.00
- Passover 2021 Event - \$10,000.00
- Passover 2022 Event - \$10,000.00

Total amount due with the signed contract - \$174,500.00.

The deposit has to be paid by wire transfer, company check, certified check, or credit card.

Please sign this Contract electronically and e-mail a copy of the Magen David Yeshivah, Inc. completed W-9 Form and completed credit card authorization form, or a copy of wire transfer receipt to akosik@nobuedenroc.com.

Final payments must be received no later than Twenty-One (21) day prior to each Group arrival. Should payments arrive within 21 days of arrival, such payment must be in the form of wire transfer.

The deposits and payments will be applied to your Master Account in the form of credits. These deposits shall be due in addition to the amount of any required pre-payment for estimated rooms' attrition, as noted herein.

Please make your deposit payments by wire or check, using the information below for your convenience. Make payable to "Eden Roc, LLLP" and wire payment to:

PNC Bank, N.A
Routing #: 043-000-096
Account #: 102-899-2368
Swift Code: PNCCUS33

Or send check to:

Eden Roc LLLP
4525 Collins Avenue
Miami Beach, FL 33140-3226
United States of America
Attention to: Accounting

Account Name: Eden Roc LLLP for the benefit of Cantor Commercial Real Estate Lending LP
and Citigroup Global Markets Realty Corp – Clearing Account

Initial

As

E-Signed

SR

E-Signed

Deposit & Payment Policies – Passover 2020 Event:

Deposit Schedule	Due Date	Room Deposit (including resort fee)	F&B Deposit	Total Deposit
1 st Deposit - 5% of estimated room revenue to Master Account inclusive of tax	With Signed Contract	\$154,500.00	\$0.00	\$154,500.00
2 nd Deposit - 20% of estimated room revenue to Master Account inclusive of tax	Monday, 9/16/2019	\$618,000.00	\$0.00	\$618,000.00
3 rd Deposit	Monday, 11/18/2019	\$1,000,000.00	\$0.00	\$1,000,000.00
4 th Deposit	Monday, 12/16/2019	\$772,500.00	\$0.00	\$772,500.00
Final Payment including 100% of estimated F&B and Beach Labor Cost and Displacement Fee inclusive of tax and service charge	Wednesday, 1/15/2020	\$545,000.00	\$447,000.00*	\$992,000.00*
TOTAL:		\$3,090,000.00	\$447,000.00	\$3,537,000.00

*This amount will be updated once the Exhibit B - Labor Cost and Displacement Fee Chart is finalized by the Hotel and Magen David Yeshivah, Inc. for 2020 Passover Event.

Deposit & Payment Policies – Passover 2021 Event:

Deposit Schedule	Due Date	Room Deposit (including resort fee)	F&B Deposit	Total Deposit
1 st Deposit	With Signed Contract	\$10,000.00	\$0.00	\$10,000.00
2 nd Deposit - 20% of estimated room revenue to Master Account inclusive of tax	Thursday, 9/17/2020	\$636,540.00	\$0.00	\$636,540.00
3 rd Deposit	Monday, 11/16/2020	\$1,000,000.00	\$0.00	\$1,000,000.00
4 th Deposit	Tuesday, 12/15/2020	\$795,675.00	\$0.00	\$795,675.00
Final Payment including 100% of estimated F&B and Beach Labor Cost and Displacement Fee inclusive of tax and service charge	Monday, 1/18/2021	\$740,485.00	\$447,000.00	\$1,187,485.00
TOTAL:		\$3,182,700.00	\$447,000.00	\$3,629,700.00

*This amount will be updated once the Exhibit B - Labor Cost and Displacement Fee Chart is finalized by the Hotel and Magen David Yeshivah, Inc. for 2021 Passover Event.

Deposit & Payment Policies – Passover 2022 Event:

Deposit Schedule	Due Date	Room Deposit (including resort fee)	F&B Deposit	Total Deposit
1 st Deposit	With Signed Contract	\$10,000.00	\$0.00	\$10,000.00
2 nd Deposit - 20% of estimated room revenue to Master Account inclusive of tax	Wednesday, 9/15/2021	\$655,636.00	\$0.00	\$655,636.00
3 rd Deposit	Monday, 11/15/2021	\$1,000,000.00	\$0.00	\$1,000,000.00

Initial

As

E-Signed

SR

E-Signed

4 th Deposit	Wednesday, 12/15/2021	\$819,545.00	\$0.00	\$819,545.00
Final Payment including 100% of estimated F&B and Beach Labor Cost and Displacement Fee inclusive of tax and service charge	Monday, 1/17/2022	\$793,000.00	\$447,000.00	\$1,240,000.00
TOTAL:		\$3,278,181.00	\$447,000.00	\$3,725.181.00

*This amount will be updated once the Exhibit B - Labor Cost and Displacement Fee Chart is finalized by the Hotel and Magen David Yeshivah, Inc. for 2022 Passover Event.

- First deposit of **\$174,500.00** is non-refundable after signing the contract.
- It is our understanding that any service or charges requested prior group arrival to Master Account not specified in this contract, will be paid in advance to the Hotel. The Hotel should send a pre-bill to include if any, the room/nights over the contract and any miscellaneous charges (such as F&B Cost Estimates over the minimum contracted, Audio Visual Charges, etc.).
- 1.5% of the total overage amount will be charged as convenience/processing fee for credit card payment, this fee is non-refundable and non-negotiable and will be shown on the master bill as a separate transaction.
- Deposit amounts are based on the "Total Contracted Group Amount" which does not reflect discounted staff rooms, upgrades, or complimentary rooms.
- The final scheduled payment will be calculated in the same method based on the "Total Contracted Group Amount" of the signed contract or latest room block addendum unless the rooming list is received on the specified date. Once final rooming list is received all agreed amenities will be applied.
- Discrepancies in billing must be identified within 60 days of Group departure. Closed accounts will not be re-opened beyond 60 days of final accounting.
- Any undisputed charges not paid within thirty (30) days of the invoice shall incur a late payment charge of 1.5% per month, or the maximum allowed by law, whichever is less.
- Any outstanding balance from Master Account is due prior to Group check out unless you have been established credit arrangements (refer to the Credit Arrangements below). The Hotel accepts American Express, VISA, MasterCard, or cash. Checks are not accepted.

CANCELLATION

Hotel has offered the favorable sleeping room rates and other concessions in the Agreement based upon the total anticipated revenue for your Event, plus additional revenue that the Hotel anticipates from providing additional services to the Group and your attendees at additional charge. If this Agreement is cancelled by Group, the parties agree that the Hotel will have lost the revenue represented by the Agreement, and also the opportunity to offer your unused facilities to other business opportunities. The parties agree that since the exact amount of such damages will be difficult to determine, the liquidated damage clause provided in this Agreement is a reasonable effort by the parties to agree in advance on the damages the Hotel will incur. Group agrees that should Group cancel this Event for any reason other than due to Force Majeure, including changing your meeting site to another hotel, Group will pay, as liquidated damages, to the Hotel a percentage of the total anticipated revenue, plus any applicable state, and local taxes as required by law, as follows:

Passover 2020 Event:

DAYS PRIOR TO GROUP'S ARRIVAL	PENALTY	AMOUNT
SIGNATURE DATE TO 180 DAYS Signature Date – Thursday, 10/10/2019	The initial deposit and the 1 st deposit will be retained by the Hotel in full with no option for the Group to re-use this amount towards a new program	\$772,500.00
179 DAYS TO DAY OF ARRIVAL Friday, 10/11/2019 - Tuesday, 4/7/2020	100% of total contracted guest room revenue and Hotel F&B displacement fee	\$3,340,000.00

Passover 2021 Event:

DAYS PRIOR TO GROUP'S ARRIVAL	PENALTY	AMOUNT
SIGNATURE DATE TO 365 DAYS Signature Date – Thursday, 3/26/2020	The Initial deposit will be retained by the Hotel in full with no option for the Group to re-use this amount towards a new program	\$10,000.00

364 DAYS TO 180 DAYS Friday, 3/27/2020 – Sunday, 9/27/2020	The initial deposit and the 1 st deposit will be retained by the Hotel in full with no option for the Group to re-use this amount towards a new program	\$646,540.00
179 DAYS TO DAY OF ARRIVAL Monday, 9/28/2020 - Friday, 3/26/2021	100% of total contracted guest room revenue and Hotel F&B displacement fee	\$3,432,700.00

Passover 2022 Event:

DAYS PRIOR TO GROUP'S ARRIVAL	PENALTY	AMOUNT
SIGNATURE DATE TO 365 DAYS Signature Date – Wednesday, 4/14/2021	The Initial deposit will be retained by the Hotel in full with no option for the Group to re-use this amount towards a new program	\$10,000.00
364 DAYS TO 180 DAYS Thursday, 4/15/2021 – Saturday, 10/16/2021	The initial deposit and the 1 st deposit will be retained by the Hotel in full with no option for the Group to re-use this amount towards a new program	\$665,636.00
179 DAYS TO DAY OF ARRIVAL Sunday, 10/17/2021 - Thursday, 4/14/2022	100% of total contracted guest room revenue and Hotel F&B displacement fee	\$3,525,181.00

Signed banquet event orders override the estimated food and beverage in the contract.

The parties agree this sliding scale of damages above is intended to reflect that the closer in time to the date of your Event that a cancellation occurs; the less likely it is the Hotel will be able to replace any or all of your business with comparable business.

Payment of cancellation is due thirty (30) days following written notice of cancellation to Hotel. Group may request a detailed statement outlining cancellation damages plus any applicable state and local taxes. Hotel will subtract any advance payments and deposits previously paid by you to us.

ROOM BLOCK REVIEW /ATTRITION

The Hotel will not allow any reduction on contracted room block. Should the Group not actualize the final room block numbers at the time of arrival, Magen David Yeshivah, Inc. will be responsible for the unused guest rooms commitment based on the Group's agreed room rate. This amount will be added to your master account.

INSURANCE

Both parties agree to carry adequate personal property, liability and other insurance protecting itself against any claims arising from any activities conducted in the Hotel during the event. Upon request Group may be required to provide its Certificate of Liability Insurance evidencing such insurance to Hotel. The Hotel shall not be responsible for the security of exhibits, presentation materials or other personal property of the Group or its exhibitors. Group acknowledges Hotel and its owners do not maintain insurance covering such exhibits, materials or personal property.

FORCE MAJEURE

Neither party shall be responsible for failure to perform this Contract if unanticipated circumstances beyond their reasonable control (including but not limited to: acts of God; natural disasters, disease outbreak, union strike; terrorist attacks in the city in which Hotel is located; or declared war in the United States) make it impossible for minimum 45% of attendees to arrive the Hotel, illegal or impossible for the Hotel to hold the Event. The affected party may terminate this Contract without any liability upon written notice to the other party promptly upon knowledge of the Force Majeure event. In the event that the Force Majeure event causes Group to cancel the Event, all monies paid to the Hotel shall be returned to Group.

GOVERNING LAW AND VENUE

This Contract and any dispute arising under or in any way related to this Contract or its subject matter shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to Florida's choice-of-law provisions. Any state court of competent jurisdiction in Miami-Dade County, Florida is the exclusive and mandatory forum for any such dispute. The parties hereby submit to the exclusive jurisdiction of the state courts in Miami-Dade County, Florida, and expressly and irrevocably waive any objection they might have to either the jurisdiction of, or venue in, those courts.

ATTORNEYS' FEES

In the event of any action brought to enforce this Contract, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and expenses incurred in such action, including any appeals taken thereon. Attorneys' fees incurred in enforcing any judgment with respect to this Contract are recoverable as a separate item. The preceding sentence is intended to be severable from the other provisions of this Contract and to survive any judgment and, to the maximum extent permitted by law, shall not be deemed merged into any such judgment. This Section shall survive expiration or termination of this Contract.

INDEMNIFICATION

The Hotel shall indemnify, defend and hold harmless the Group and its officers, directors, employees and agents, and each of them, from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees and all other costs, fees, expenses and charges which the Group and its officers, directors, employees and agents, and each of them, may incur arising out of the gross negligence or willful or wanton misconduct of the Hotel, its officers, directors, employees and agents, and each of them.

The Group shall indemnify, defend and hold harmless the Hotel and its officers, directors, employees and agents, and each of them, from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees and all other costs, fees, expenses and charges which the Hotel and its officers, directors, employees and agents, and each of them, may incur arising out of the breach of any covenants contained herein or the gross negligence or willful or wanton misconduct of the Group, its officers, directors, employees and agents, and each of them.

CHANGE IN OWNERSHIP/MANAGEMENT

In the event that Hotel undergoes a change in Management Company, brand or franchise, or if foreclosure occurs, Hotel shall provide Group with prompt notice of the change or foreclosure and shall promptly respond to all of Group's inquiries related thereto. Group shall have the right to demand that Hotel promptly provide confirmation that it (including new management company) will adhere to the Contract, including the amenities to be provided to Group hereunder. Group shall also have the right (exercisable in its sole discretion) to terminate this Contract without liability upon written notice to Hotel as long as such notice is given within sixty (60) days of Group's receipt of either: (i) notice of such change, or (ii) answers to its inquiries.

MIAMI BEACH NOISE CODE COMPLIANCE

Group must conclude all music/entertainment, via band disc jockey or any other form of audible entertainment by 11:00 PM per City of Miami Beach Code Compliance Division. Events in specific outdoor locations are subject to availability and operational time frames for hotel guests. Should Group not adhere to the code compliance mentioned above, Group would be in violation of the Miami-Dade County Code 21-28 *"Making continued or causing to be made or continued any unreasonable, loud excessive, unnecessary or unusual noise that is plainly audible at distance of 100 feet from the building/structure that the noise is being generated."* The clerk of special master is authorized and empowered to impose fines up to \$1000.00 per violation, and up to \$5000.00 per violation per repeat violation. The violation will be issued directly to Group's onsite contact or Contract signatory.

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

The hotel is a public accommodation as defined by Title III of the Americans with Disabilities Act and the regulations promulgated thereunder ("ADA"), and the Hotel has taken such steps as it deems necessary to bring its facilities into compliance with the public accommodation requirements of the ADA.

Should any of the Group attendees have special needs for auxiliary aids or equipment, your Group agrees to furnish the Hotel with a list describing such aids or equipment at least thirty (30) days prior to the first reservation date.

Magen David Yeshivah, Inc. agrees to be responsible for the engagement of and payment to specialized providers, such as sign language interpreters, which may be required by event attendees.

GENERAL PROVISIONS

CHECK-IN / CHECK-OUT

Guest accommodations will be available at 4:00 pm on each group arrival day and reserved until 11:00 am on each group departure day. Hotel would appreciate receiving Group's flight arrival times, if available. Any attendee wishing special consideration for late checkout should inquire at the Front Desk on the day of departure. Should Hotel allow for late check-out, it may impose a half day rate.

FUNCTION SPACE RENTAL

The Group will have exclusivity of using all Hotel's function space for a rental fee, which is included into the attached Labor Cost and Displacement Fee Chart.

OUTDOOR EVENTS

- Hotel reserves the right to make the decision to move any outdoor function to the available indoor backup space if any of the following conditions exist: wind gusts in excess of 20 mph, temperatures below 60 degrees, and/or 30% or higher chance of precipitation in the area
- You will be advised of all options for your function a minimum of five (5) hours in advance of the function. The Hotel's decision is final
- All outdoor catered events will be assessed flat fee supplemental surcharge as outlined below. All entertainment for outdoor functions must end by 10:00PM

Spa Terrace	\$550.00 flat fee set up
Main Pool	\$750.00 flat fee set up
Palladium Pool	\$750.00 flat fee set up
Aquatica Pool	\$750.00 flat fee set up
Adult Pool/Nobu Pool	\$750.00 flat fee set up
Spa Garden	\$750.00 flat fee set up
Ocean Garden	\$1500.00 flat fee set up
Ocean Terrace	\$550.00 flat fee set up
Water view Terrace	\$750.00 flat fee set up

*Fees represented are on a "per meal basis".

FOOD AND BEVERAGE POLICIES AND LABOR

Due to the Group's special request for Kosher food all food and beverage supply for the Group will be arranged and provided by the Group Planning Committee. Food will be prepared at the Hotel by the Hotel kitchen staff and served by Hotel servers. The group will pay to the Hotel for using the Hotel's labor. The detailed calculation of labor cost for each group is on the attached Labor Cost and Displacement Fee Calculation Chart.

To ensure that all details are managed professionally, and high quality of service is guaranteed, final menus must be submitted to our Conference Management Department no later than (30) thirty days before each group arrival. Copies of your event menus will be sent to you. Once the Banquet Event Menus are finalized, please sign, and return them to your Event Manager no later than two (2) weeks prior to the first scheduled event.

OUTSIDE VENDORS

The Hotel will provide a list of preferred vendors for you to review.

In the event The Group decided to sign Agreement for services with an outside vendor other than those approved by the Hotel, we may require a deposit from the outside vendor. Deposits will be refunded within (30) thirty days of inspection of Hotel's facilities that were utilized by the vendor.

AUDIO-VISUAL EQUIPMENT

Our in-house, preferred partner, PSAV, offers a complete range of state-of-the-art equipment, technical expertise, and production services. To eliminate the possibility of service issues or delivery delays, we highly recommend utilizing our in-house provider, PSAV. Groups utilizing their own audio-visual services will need to coordinate details with their Conference Service Manager and PSAV to ensure the Production Guidelines Document is completed no later than 30 days prior to the scheduled start date of the event. Hotel requires a PSAV representative to supervise outside audio visual supplier load-in and load-out of all audio-visual equipment, décor, and production. PSAV supervision increases efficiency of these activities and protects Hotel's assets.

Power distribution and rigging services at Hotel are provided exclusively through PSAV. If Group utilizes power distribution and/or rigging services for their event, all power requirements and rigging diagrams must be approved and arranged through, PSAV no later than 30 days prior to the scheduled event start date. Please contact PSAV for a current power distribution and rigging services fee schedule.

For all outdoor evening function spaces, it is necessary to arrange additional event lighting as the existing hotel lighting elements are focused on pathways and structural accents. Additionally, all outdoor function spaces and event-production features (lighting, sound systems, activities involving power, etc.) require power distribution services from PSAV.

SECURITY

Hotel reserves the right to ensure Security services meet our professional standards when outside security arrangements are made. Please coordinate your security arrangements with the Conference Service Manager upon final selection of the security service. Hotel will not be responsible for any act, omission or loss whatsoever resulting from any act or omission occurring by any outside security service.

TRADEMARKS, TRADE NAMES AND OTHER INTELLECTUAL PROPERTY

Logo: The Group shall not use the name, trademark or logo or any other proprietary designation of the resort in any advertising or promotional material without the prior written permission of the Resort. Group shall comply with the terms and conditions required by the Resort for such use.

Utilities: All electrical services and utilities, including phone and riggings, must be contracted for through the Resort's Convention Services Department.

Signage: No Signs, banners or displays shall be erected or displayed in the lobby, lobby lounge/bar and any of the resort swimming pools at any time unless strictly approved by the hotel in its sole discretion

Regarding the Patron's meeting space, all signs must be professionally printed, display tasteful messaging and placement and posting must be pre-approved by the Convention Services Department. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, ceilings or other parts of the building or furniture throughout the property. Distribution of gummed stickers or labels is strictly prohibited. If Patron desires to hang or adhere posters, banners, flip chart paper or other material in meeting rooms, sleeping rooms or public space, the conference service manager must be notified of this request in advance, and will assist the Patron with the request in order to avoid damage to rooms, walls, etc. Any damage to the Hotel as a result of not having prior approval will be billed to Patron.

*Ocean Tower 1 pre-function foyer is a public access to the Ocean Tower guestrooms and, therefore, will only allow minimal signage, at all times, at the Hotel's discretion.

Displays and Decorations: Patron's Property: All displays, signage, decorations, advertising or placing of the Hotel's or its Owner's or affiliate's name, likeness, or logo on printed or on-line media, which is proposed to be used by Patron, shall be subject to the prior written approval of the Hotel in its sole discretion. We are not responsible for loss or damage to any property, which you or your guests bring to the Hotel or leave at the Hotel before, during or after the event.

SHIPPING AND RECEIVING

Eden Roc Miami Beach has limited storage space for client packages. All shipments and packages are handled by the UPS Store. For large shipments, your Conference Services Manager will arrange for drayage service. For smaller shipments, please label your packages clearly with your name and the name of the conference or event, along with the dates of the conference or event. Please do not send packages more than one week prior to your arrival date.

In order to ensure prompt delivery of packages shipped for your program, materials will be shipped to our on-site shipping facility business center at the Hotel. Please clearly mark all shipped materials as listed below:

Package Handling			
Inbound & Outbound			
Storage & Secure fee per day, per item after first 7 days plus (+) handling fee		20%	
Letters & Packs	\$5.00	61-70lbs.	\$42.00
1-5 lbs.	\$7.00	71-100lbs.	\$56.00
6-20lbs.	\$13.00	101+ lbs.	\$0.60 per lb.
21-40lbs.	\$24.00	Crates (standard size)	\$250.00
41-60lbs.	\$38.00	Pallets (standard size)	\$250.00

Hours of Operation: Monday-Friday: 8:00am-7:00pm Saturday: 10:00am-4:00pm

Additional products and services include 24-hour computer time rental, notary services during business hours, office supplies, full color and black and white printing and copying, document finishing services, fax services, name badges, business cards and banners.

Telephone: 305-420-5378 Fax: 307-677-2146

Prices are subject to change without notice.

OUTSIDE CONTRACTORS

Hotel offers all services necessary for a successful meeting. However, if Group utilizes or hires services of an outside company, firm, agency, individual or group, such action shall be subject to prior approval of Hotel. Upon prior, reasonable notice to Hotel from Group, Hotel shall cooperate with such Contractors and provide them with facilities on premise to the extent that use and occupancy of facilities by the Contractor does not interfere with the use and enjoyment of the Hotel premises by other guests. Group's contracts with its Contractors will specify that Contractor and Group will indemnify and hold Hotel harmless from any and all damages or liabilities which may arise by such Contractors or through their use.

PARKING & GRATUITIES

Should overnight parking be needed, a parking fee will apply at prevailing rates plus tax per night, currently \$48.00. Housekeeping service gratuities of \$3.00 per room will be assessed to Group's master account if requested. Otherwise housekeeping gratuities are at the guest's discretion. Special deliveries to guestrooms will be handled by our bell staff at \$3.00 per room per delivery under the guestroom door or \$5.00 per room per delivery inside the guestroom. In addition, a \$5.00 per box charge applies to move boxes from the loading dock to Group's office or meeting room. If organized airport transportation has been arranged for Group, a portage charge of \$10.00 per person round-trip will apply.

Group shall be solely and fully responsible for informing its attendees of these fees which are separated and distinct from the room rate and applicable taxes. Group may not, in any printed materials regarding the meeting or in any other manner, lump these fees into any category such as room rate or tax.

FIRST OPTION FOR 2023-2024 PASSOVER EVENTS (April 4-14, 2023 and April 21 – May 1, 2024)

Magen David Yeshivah, Inc. will have the 1st Option for signing the buyout format sales agreements for the 2023 Passover Event (April 4-14, 2023) and for the 2024 Passover Event (April 21 – May 1, 2024). With this option, Magen David Yeshivah, Inc. has first right of refusal for the dates outlined above. It is contingent to both parties to decide whether to proceed with booking these programs for 2023-2024 or not after completion of the Passover 2020 Event.

The contract for the Passover 2023-2024 Event will be approved for signature if:

- The sales agreement for Passover 2020-2022 Events is signed and the balance for the Passover 2019 Event is fully paid by July 31, 2019
- All deposits and the final bill for the Passover 2020 Event are paid on time and without any delays
- The Passover 2020 Event feedback received from Hotel Management is positive
- The Passover 2020 Event feedback received from the Group's guests is positive

Passover 2023-2024 dates will be put on hold in Tentative status for Magen David Yeshivah, Inc. after the Passover 2020-2022 contract is signed and initial deposits for these events are received by the Hotel. The Group will have to sign the Addendum to

Initial

As

E-Signed

SR

E-Signed

the current contract for Passover 2023-2024 Events within 30 days after completion of the Passover 2020 event (by Monday, May 18, 2020). All terms and conditions of the current contract with 3% year over year increase of total guest room revenue will apply for Passover 2023-2024 agreement.

The space for the Passover 2023-2024 Events will be released if both parties or one of them decided not to proceed with signing the agreement for 2023-2024.

If the Hotel receives a contract request from another Passover group prior to May 18, 2020, the Hotel may request that space which is being held for the Magen David Yeshivah, Inc. Passover 2023-2024 Events to be released if we the signed contract from Magen David Yeshivah, Inc. along with initial deposit are not received within (2) two business days (48 hours) of such request.

DATE AND AVAILABILITY

We will hold these dates until **Wednesday, July 31, 2019**, at which time we will need a signed copy of this agreement and deposit. If confirmation has not been received by this date, the Hotel shall contact you prior to releasing these dates for sale, all terms and conditions must be re-negotiated, and a new contract will be issued, subject to availability at the time of the request. In the event, we have a definite request for your dates prior to your option date, we will contact you and give you two (2) business days within which to make your decision.

This Agreement will bind both the "Hotel" and "Group" and there shall be no right of termination for the sole purpose of holding the meeting at some other facility or city and/or for the sole purpose of booking with another organization.

By signing this agreement, all past communications, faxes, emails and any other kind of communication and negotiation not mentioned in this document are invalid and are of no further force and effect. This Agreement (including any addendums, annexes, exhibits or supplements) contains the entire agreement of the parties hereto and summarizes all negotiated clauses that will be applicable for the actual program. Only an addendum signed by both parties will amend this agreement and attached supplements.

Please sign, initial all pages, and return this agreement, according to the instructions in the Payment heading, indicating your acceptance of the terms and conditions stated herein. A countersigned copy will be returned to you for your records upon receipt of the deposit.

The persons signing this Contract on behalf of Hotel and Group, respectively, each warrant that they are authorized to make the agreements set out on behalf of Hotel and Group, respectively, and have the authority to bind Hotel and Group to this Contract.

Agreed and Accepted by:	Agreed and Accepted by:
Eden Roc LLLP	Magen David Yeshivah, Inc.
<i>Sergio Rivera</i> srivera@nobuedenroc.com	<i>Alanort</i> albert@middlegate.com
Sergio Rivera Campos	Alberto Sutton
Director of Sales & Marketing	Trustee
Date: 08/01/2019	Date: 08/01/2019

Exhibit A FUNCTION SPACE

Initial

As

E-Signed

SR

E-Signed

Start Date	End Date	Function	Room
2020			
Monday, 3/30/2020	Friday, 4/17/2020	Storage Room	Bayshore
Monday, 3/30/2020	Friday, 4/17/2020	Storage Room	Star
Saturday, 4/4/2020	Friday, 4/17/2020	Food Preparation Room	Mona Lisa**
Friday, 4/3/2020	Friday, 4/17/2020	Kosher Kitchen	Kosher Kitchen*
Tuesday, 4/7/2020	Friday, 4/17/2020	Eden Roc Kitchen	Eden Roc Kitchen***
Tuesday, 4/7/2020	Friday, 4/17/2020	Buyout	ERC I & Foyer
Tuesday, 4/7/2020	Friday, 4/17/2020	Buyout	ERC II & Foyer
Tuesday, 4/7/2020	Friday, 4/17/2020	Buyout	Pompeii / Promenade
Tuesday, 4/7/2020	Friday, 4/17/2020	Buyout	Palm
Tuesday, 4/7/2020	Friday, 4/17/2020	Buyout	Belle
Tuesday, 4/7/2020	Friday, 4/17/2020	Buyout	Executive Boardroom
Tuesday, 4/7/2020	Friday, 4/17/2020	Buyout	Fisher AB
Tuesday, 4/7/2020	Friday, 4/17/2020	Buyout	Key Biscayne AB
Tuesday, 4/7/2020	Friday, 4/17/2020	Buyout	La Gorce
Tuesday, 4/7/2020	Friday, 4/17/2020	Buyout	Rivo Alto
Tuesday, 4/7/2020	Friday, 4/17/2020	Buyout	San Marco
Tuesday, 4/7/2020	Friday, 4/17/2020	Buyout	San Marino
Tuesday, 4/7/2020	Friday, 4/17/2020	Buyout	Eden Roc Garden (outdoor)
Tuesday, 4/7/2020	Friday, 4/17/2020	Buyout	Spa Garden (outdoor)
Tuesday, 4/7/2020	Friday, 4/17/2020	Buyout	Spa Terrace (outdoor)
2021			
Thursday, 3/18/2021	Monday, 4/5/2021	Storage Room	Palm
Thursday, 3/18/2021	Monday, 4/5/2021	Storage Room	Star
Tuesday, 3/23/2021	Monday, 4/5/2021	Food Preparation Room	Mona Lisa*
Monday, 3/22/2021	Monday, 4/5/2021	Kosher Kitchen	Kosher Kitchen**
Friday, 3/26/2021	Monday, 4/5/2021	Eden Roc Kitchen	Eden Roc Kitchen***
Friday, 3/26/2021	Monday, 4/5/2021	Buyout	ERC I & Foyer
Friday, 3/26/2021	Monday, 4/5/2021	Buyout	ERC II & Foyer
Friday, 3/26/2021	Monday, 4/5/2021	Buyout	Pompeii / Promenade
Friday, 3/26/2021	Monday, 4/5/2021	Buyout	Bayshore
Friday, 3/26/2021	Monday, 4/5/2021	Buyout	Belle
Friday, 3/26/2021	Monday, 4/5/2021	Buyout	Executive Boardroom
Friday, 3/26/2021	Monday, 4/5/2021	Buyout	Fisher AB
Friday, 3/26/2021	Monday, 4/5/2021	Buyout	Key Biscayne AB
Friday, 3/26/2021	Monday, 4/5/2021	Buyout	La Gorce
Friday, 3/26/2021	Monday, 4/5/2021	Buyout	Rivo Alto
Friday, 3/26/2021	Monday, 4/5/2021	Buyout	San Marco
Friday, 3/26/2021	Monday, 4/5/2021	Buyout	San Marino
Friday, 3/26/2021	Monday, 4/5/2021	Buyout	Eden Roc Garden (outdoor)
Friday, 3/26/2021	Monday, 4/5/2021	Buyout	Spa Garden (outdoor)
Friday, 3/26/2021	Monday, 4/5/2021	Buyout	Spa Terrace (outdoor)
2022			
Wednesday, 4/6/2022	Sunday, 4/24/2022	Storage Room	Palm
Wednesday, 4/6/2022	Sunday, 4/24/2022	Storage Room	Star
Monday, 4/11/2022	Sunday, 4/24/2022	Food Preparation Room	Mona Lisa*
Sunday, 4/10/2022	Sunday, 4/24/2022	Kosher Kitchen	Kosher Kitchen**
Thursday, 4/14/2022	Sunday, 4/24/2022	Eden Roc Kitchen	Eden Roc Kitchen***
Thursday, 4/14/2022	Sunday, 4/24/2022	Buyout	ERC I & Foyer
Thursday, 4/14/2022	Sunday, 4/24/2022	Buyout	ERC II & Foyer
Thursday, 4/14/2022	Sunday, 4/24/2022	Buyout	Pompeii / Promenade
Thursday, 4/14/2022	Sunday, 4/24/2022	Buyout	Bayshore
Thursday, 4/14/2022	Sunday, 4/24/2022	Buyout	Belle
Thursday, 4/14/2022	Sunday, 4/24/2022	Buyout	Executive Boardroom

Initial

As

E-Signed

SR

E-Signed

Thursday, 4/14/2022	Sunday, 4/24/2022	Buyout	Fisher AB
Thursday, 4/14/2022	Sunday, 4/24/2022	Buyout	Key Biscayne AB
Thursday, 4/14/2022	Sunday, 4/24/2022	Buyout	La Gorce
Thursday, 4/14/2022	Sunday, 4/24/2022	Buyout	Rivo Alto
Thursday, 4/14/2022	Sunday, 4/24/2022	Buyout	San Marco
Thursday, 4/14/2022	Sunday, 4/24/2022	Buyout	San Marino
Thursday, 4/14/2022	Sunday, 4/24/2022	Buyout	Eden Roc Garden (outdoor)
Thursday, 4/14/2022	Sunday, 4/24/2022	Buyout	Spa Garden (outdoor)
Thursday, 4/14/2022	Sunday, 4/24/2022	Buyout	Spa Terrace (outdoor)

*Based on availability the Hotel will allow the Group to use Mona Lisa Ballroom at no additional charge eight (8) days before the main arrival day. The Hotel will work with other groups holding Mona Lisa on days 8-4 before the main arrival date once they start finalizing their event agenda and do all necessary efforts to make Mona Lisa available 8 days before each Passover Event starts.

**Based on occupancy level the Hotel will co-operate with the Group and allow the Group to use Kosher Kitchen at no additional charge seven (7) days before the main arrival day.

***Based on occupancy level the Hotel will co-operate with the Group and allow the Group to start preparing the Eden Roc Kitchen at no additional charge five (5) days before the main group arrival day. The Group understands that the Hotel will still be using this kitchen to serve hotel guests and other in-house groups at this time.

Upon execution of this Agreement, and prior to your group's arrival, a Conference Service Manager will be assigned to your Group. This person will be your primary contact for the coordination of your program to include meeting room set-ups, menu planning, VIP arrangements, master account, credit arrangements and any other details to ensure a successful program.

The Hotel will provide routine daily cleaning services of function space. Trash hauling will be managed by the Hotel. Function space must be left in the same clean condition at free and clear time.

All function space must subject to Hotel's regulations and be in compliance with all local safety and fire codes.

COFFEY | BURLINGTON

ATTORNEYS AT LAW

DANIEL F. BLONSKY

dblonsky@coffeyburlington.com

2601 South Bayshore Drive, Penthouse
Miami, Florida 33133

T.305-858-2900 F.305-858-5261

www.coffeyburlington.com

March 18, 2020

VIA EMAIL

Federico Dumenigo, Esq.
Dumenigo Law
fdumenigo@dumenigolaw.com
4960 S.W. 72nd Avenue, Suite 209
Miami, FL 33155

RE: *Magen David Yeshivah, Inc./Eden Roc, LLLP – Written Notice of Termination*

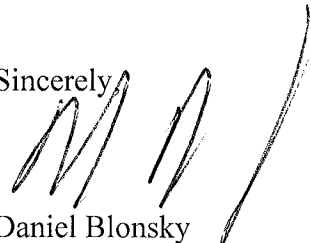
Dear Mr. Dumenigo:

As you know, this firm represents Magen David Yeshivah, Inc. ("Magen David"). Please consider this letter to be Magen David's written notice of termination of the contract executed August 1, 2019 by Magen David and your client, Eden Roc, LLLP ("Eden Roc"). The termination is being made pursuant to the Force Majeure provision of the contract. According to the terms of that provision, all monies paid to Eden Roc shall be returned to Magen David. Eden Roc is hereby directed to return immediately the \$2,322,500 of deposits that have been posted.

Eden Roc should be embarrassed that matters have come to this point. Magen David proposed reasonable ways to resolve this issue, but Eden Roc has been wholly irrational and oblivious to current events and the realities of the situation, rebuffing all our efforts. Eden Roc's position is particularly incomprehensible given that, due to governmental orders, it is unable to perform under the contract because it can no longer, as a matter of law, provide the amenities and facilities required by the contract or have the event proceed.

Please advise if there are any questions. All rights and remedies are reserved. Thank you for your attention to this matter.

Sincerely,


Daniel Blonsky

cc: Client

EXHIBIT 2

DUMENIGO LAW

March 20, 2020

Via Electronic Mail Only

Magen David Yeshivah, Inc.
c/o Daniel F. Blonsky
COFFEY | BURLINGTON
2601 South Bayshore Drive, Penthouse
Miami, Florida 33133
dblonsky@coffeyburlington.com

Re: Response to March 18, 2020, letter

Dear Mr. Blonsky:

The undersigned firm represents Eden Roc, LLLP (“Eden Roc”). We are in receipt of Magen David Yeshivah, Inc.’s (“Group”) letter dated March 18, 2020, which states that Group is cancelling its April 7, 2020, Passover Event (the “Event”) at the Hotel, and which further states that Group seeks to invoke the force majeure provision of the parties’ Agreement in order to obtain a return of the Group’s deposit for the Event.

After review, Eden Roc respectfully disagrees with Group’s position that the Agreement’s force majeure provision applies. Therefore, Eden Roc will retain the entirety of Group’s deposit in accordance with the terms of the Agreement. Eden Roc further reserves the right to take any additional actions or seek any other remedies available to Eden Roc pursuant to the Agreement and applicable law.

Sincerely,



By: Federico Dumenigo, Esq.

EXHIBIT 3