

EXHIBIT X

CITY OF NORTH MIAMI/MAJ INVESTMENT GROUP, LLC FIRST AMENDMENT TO MARDI GRAS 2014 CONSULTANT AGREEMENT

THIS FIRST AMENDMENT to the MARDI GRAS 2014 CONSULTANT AGREEMENT (the "First Amendment") is by and between the CONSULTANT, MAJ INVESTMENT GROUP, LLC, (hereinafter "CONSULTANT"), having its principal address at 19987 NE 6th Court, Miami, Florida 33179, and the City of North Miami, located at 776 NE 125th Street, North Miami, Florida 33161, (hereinafter "CITY").

RECITALS

WHEREAS, on March 12, 2013, the Mayor and City Council passed and adopted Resolution No. 2013-28, approving the execution of a Mardi Gras Consultation Agreement with the CONSULTANT; and

WHEREAS, the parties desire to amend certain terms of the Agreement necessary to ensure a successful Mardi Gras event; and

WHEREAS, the Parties agree that this First Amendment is incorporated into and made part of the original Agreement executed by the Parties on March 13, 2013, which is attached hereto as "Exhibit 1."

NOW, THEREFORE, upon the mutual covenants and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AMENDMENTS

1. Term

Article 1 of the Agreement, entitled "Term" is hereby amended and replaced in its entirety as follows:

- 1.1 CITY hereby engages CONSULTANT as a Consultant pursuant to the terms of this Agreement. The term of this Agreement shall commence on the effective date and terminate on March 30, 2017, or the day after the EVENT, following a settlement of the financial accounting of the EVENT. Said term may be extended only upon the written agreement of both parties.
- 1.2 If either party terminates the Agreement without cause, neither party may conduct a Mardi Gras event within twelve (12) months after the termination.
- 1.3 If the City Council suspends Mardi Gras at any time prior to the termination date, then the Agreement will terminate in accordance with paragraph 16 of the Termination clause of the original Agreement.

1.4 No later than the beginning of fiscal year of the third year of this Agreement, the parties will use best efforts to renegotiate the extension of a new Agreement prior to the conclusion the term.

2. Services

Article 2 of the Agreement, entitled "Services" is hereby amended as follows:

2.1 The CITY hereby engages CONSULTANT as an independent contractor to perform the Services described in this Agreement and in accordance with Exhibit "A" attached hereto.

2.2 The Services to be provided by CONSULTANT shall consist of services typically provided by talent buyers, entertainment promoters, and music festival producers as those terms are generally used in the music concert industry in the United States.

2.3 In engaging CONSULTANT, the CITY acknowledges that CONSULTANT'S Services performed hereunder are non-exclusive and that CONSULTANT shall be free to perform the same or similar service for others provided that CONSULTANT devotes such time as is necessary for proper performance under this Agreement. However, in no event shall CONSULTANT be engaged in the same or similar Services for any festivals in Miami-Dade County during the term of this Agreement.

2.4 CONSULTANT also acknowledges that this is a non-exclusive Agreement and the CITY shall have the authority to retain the Services of other providers to assist the CITY with the EVENT. However, the City shall not retain the Services of any person or entity that provides the same or similar Services as the CONSULTANT.

3. Sponsorships

Article 4 of the Agreement, entitled "Sponsorships" is hereby amended and replaced in its entirety as follows:

4.1 For all sponsorships received, CONSULTANT shall receive twenty (20) percent of the commission, with the remaining sums paid to the CITY.

4.2 A "Commissionable Transaction" shall mean a sponsorship and/or promotion transaction that is accepted and executed by the CITY and the Sponsor.

4. Ownership

Article 17 of the Agreement, entitled "Ownership" is hereby amended and replaced in its entirety as follows:

17.1 CONSULTANT acknowledges and agrees that all work product, intellectual property, logos and promotional materials created by the CITY for the EVENT shall be exclusively and solely owned by the CITY.

17.2 Upon conclusion of the EVENT, CONSULTANT agrees to turn over all such materials in its possession to the CITY.

5. General Provisions

Article 26 of the original Agreement, entitled "General Provisions" is hereby amended by the addition of the following:

26.1 No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.

26.2 This First Amendment shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns and personal representatives.

26.3 All other terms of the original Agreement which have not been modified by this First Amendment, shall remain in full force and effect.

26.4 This First Amendment may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

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Additions shown by underlining.

IN WITNESS WHEREOF, the Parties have executed this First Amended Agreement by their respective proper officers duly authorized the day and year first written above.

WITNESS:

MAJ Investment Group, LLC,
"CONSULTANT"

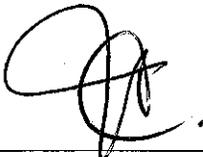
By: 
Print Name: MAYDA PINEDA

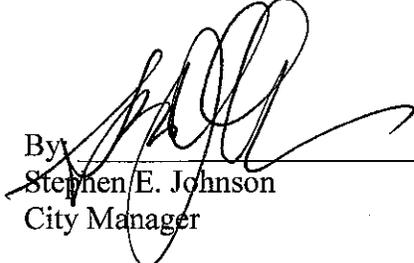
By: 
Rulx Ringo Cayard, Manager

Date: 6-18-13

Date: 6-18-13

City of North Miami, a Florida municipal corporation: "CITY"

By: 
Michael A. Etienne
City Clerk

By: 
Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


Regine M. Monestime
City Attorney

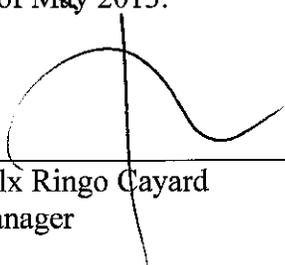
CORPORATE RESOLUTION

Whereas MAJ Investment Group, LLC, desires to enter into an Agreement with the CITY OF NORTH MIAMI substantially in the form of the agreement to which this Resolution is attached;

Whereas, the Board of Directors, at a duly held meeting has considered the matter in accordance with the By-Laws of the Corporation;

NOW, THEREFORE, BE IT RESOLVED BY BOARD OF DIRECTORS that this corporation is authorized to enter into the Agreement with the CITY and Kevin Cayard is hereby authorized and directed to execute the Agreement in the name of this Corporation and to execute any other documents and perform any acts in connection therewith as may be required to accomplish its purpose.

IN WITNESS WHEREOF, this 18th JUNE day of ~~May~~ 2013.

BY: 

Rulx Ringo Cayard
Manager

BY: _____

Print Name:

Affix Corporate Seal