

**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

GENERAL JURISDICTION DIVISION

DOWNTOWN NEIGHBORS ALLIANCE, INC.,
a Florida Non-Profit Corporation,

Plaintiff,

CASE NO.:

vs.

EVENT ENTERTAINMENT GROUP,
INC., a Florida profit corporation,

Defendant.

COMPLAINT

Plaintiffs, DOWNTOWN NEIGHBORS ALLIANCE, INC., a Florida Non-Profit Corporation (hereinafter, "DNA" or Plaintiffs"), sues Defendant, EVENT ENTERTAINMENT GROUP, INC., a Florida profit corporation (hereinafter, "EEG" or "Defendant"), and state:

JURISDICTION AND VENUE

1. This is an action for damages in excess of Fifty Thousand Dollars (\$50,000), excluding attorneys' fees and costs, and is within the jurisdiction of this Court.
2. Plaintiff, DNA, is, at all times material hereto, a Florida Not-for-Profit Corporation organized and existing under the laws of the State of Florida.
3. Defendant, EEG, is a profit corporation authorized to conduct business in the State of Florida.
4. Venue is proper in Miami-Dade County, Florida, as the causes of action set forth herein occurred in Miami-Dade County, Florida.

5. All affected residential properties are located in Miami-Dade County, Florida.
6. All conditions precedent to this lawsuit have occurred, been satisfied, or been waived.
7. Plaintiffs have retained the undersigned counsel to pursue this action on their behalf and are required to pay them a reasonable fee for their services.
8. Plaintiffs preserve their right to recover their attorneys' fees pursuant to applicable Florida law, Florida Statutes, together with pre-judgment interest as a matter of law and post-judgment interest at the statutory rate.

GENERAL ALLEGATIONS

9. On or about May 20, 2021, the Parties entered into a written agreement titled "Settlement Agreement" (the "Agreement"). A true and correct copy of the Agreement is attached hereto and incorporated herein as Exhibit A.
10. Pursuant to the Agreement, EEG was strictly obligated to implement and abide by a comprehensive "Sound Management Program" designed to curtail off-site sound propagation and protect the health, safety, and sanity of the surrounding residential communities.
11. Specifically, the Agreement mandated a firm "Low Frequency Sub-Threshold" capping the noise at a maximum of 95 Decibels for the third and all subsequent Ultra Music Festival ("UMF") events following the execution of the Agreement.
12. The Agreement specifically identified the most vulnerable residential targets of Defendant's operations, mandating sound monitoring at 50 Biscayne, Vizcayne, One Miami, and Met 1.
13. Rather than shielding these locations as promised, EEG transformed these homes into Ground Zero for a commercial acoustic bombardment.

14. EEG materially breached the Agreement by failing to reasonably perform its contractual noise mitigation obligations, resulting in severe degradation of the residents' quality of life.

15. Defendant's breaches went beyond mere passive failure to contain the sound; EEG actively blasted the residents of Downtown Miami with an apocalyptic, ear-shattering, and relentless sonic assault.

16. For the last three years (2024, 2025, and 2026), Defendant has consistently and brazenly obliterated the 95-Decibel limit, materializing the absolute worst thing to ever happen to residents in the Downtown Miami Bayfront Park area.

17. As set forth in the assessment reports prepared by Plaintiffs' acoustic engineers (the "Engineering Reports"), EEG, among other breaches, failed to exercise proper oversight in ensuring that the audio levels were maintained as per the Agreement.

18. The ensuing acoustic bombardment is nothing short of psychological torture, turning Downtown Miami into an inescapable warzone of low-frequency bass that violently shakes the foundations of residential towers and actively endangers human sanity.

COUNT I – BREACH OF CONTRACT

19. Plaintiffs incorporate the allegations of paragraphs 1 through 18 as if fully set forth herein.

20. Defendant is in breach of the Agreement as it failed to perform its contractual obligations.

21. Specifically, EEG willfully and repeatedly failed to comply with mandated noise limits by continuously exceeding the 95-Decibel "Low Frequency Sub-Threshold" during the UMF events over the past three years.

22. As a direct and proximate result of Defendant's material breaches, DNA and the individual Plaintiffs have incurred, and will continue to incur, damages, including the total deprivation of the quiet enjoyment of their homes and the physical disruption of their lives.

WHEREFORE, Plaintiff, DOWNTOWN NEIGHBORS ALLIANCE, INC., respectfully request that this Court enter judgment in their favor and against Defendant, EEG, for breach of contract, and award Plaintiffs their damages, together with pre-judgment and post-judgment interest, reasonable attorneys' fees and costs, and such other and further relief as this Court deems just and proper.

COUNT II – COMMON LAW NUISANCE

23. Plaintiffs reallege and incorporate paragraphs 1 through 18 as if fully set forth herein.

24. Plaintiffs possess legally protected interests in the quiet use and enjoyment of their respective properties and residences in Downtown Miami.

25. Defendant's operation of UMF — specifically the generation of extreme, unregulated, and wall-shaking low-frequency bass noise exceeding 95 decibels — constitutes an unreasonable, unwarranted, and unlawful interference with Plaintiffs' use and enjoyment of their property.

26. The apocalyptic noise levels generated by EEG are offensive, annoying, and intolerable to any reasonable person of ordinary sensibilities, creating a severe life-safety hazard and inflicting emotional distress.

27. As a direct and proximate result of Defendant's actions, Plaintiffs were forced to endure a private nuisance resulting in severe disruption to their daily lives at a substantial cost to their physical and mental well-being.

WHEREFORE, Plaintiff, DOWNTOWN NEIGHBORS ALLIANCE, INC., respectfully request that this Court enter judgment in their favor and against Defendant for common law nuisance, and award Plaintiffs their damages, together with pre-judgment and post-judgment interest, reasonable attorneys' fees and costs, and such other and further relief as this Court deems just and proper.

Dated this 22nd day of April, 2026.



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By: 

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SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (this "Settlement Agreement") is made effective as of May 20, 2021, by and among: (i) EVENT ENTERTAINMENT GROUP, INC., a Florida corporation, and its successors and assigns ("Event Entertainment"); (ii) (a) Barry Duceman, (b) Arlene Ramsingh, and (c) Emily Phillips (collectively, the "Plaintiffs"); and (iii) the Downtown Neighbors Alliance, Inc. ("DNA") (Event Entertainment, the Plaintiffs and DNA shall hereinafter be collectively referred to as the "Parties").

WHEREAS, the Parties have agreed to amicably resolve their disputes and disagreements which are the subject of a lawsuit filed in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the "Court") styled *Amal Kabbani et al. v. City of Miami et al.*, bearing Case No. 2020-000905-CA-01, and the Third District Court of Appeal, styled *Barry Duceman, et al. v. City of Miami, et al.*, Case No. 3D20-1165, related to the production of the Ultra Music Festival at Bayfront Park (the "Proceeding"); and

NOW, THEREFORE, based upon the foregoing mutual promises and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Settlement Terms. In consideration of Plaintiffs' willingness to compromise their claims in the Proceeding and each respective Party's desire to enter into this Settlement Agreement, the Parties mutually agree and covenant to undertake and abide by the terms set forth in the Ultra Music Festival Confidential Settlement Proposal (the "Settlement Terms"). The Settlement Terms are expressly incorporated in their entirety herein, form a material part of this Settlement Agreement, and are attached hereto as **Exhibit A** to this Settlement Agreement. In the event of a conflict between the terms of this Agreement and **Exhibit A**, this Agreement shall control.

2. Enforceability and Exclusive Remedy for Breach. The Parties acknowledge and agree that in the event any one of the Parties fails to abide by the terms of this Settlement Agreement, or one of the Parties materially breaches the terms of this Settlement Agreement, the sole and exclusive remedy for a breach of any obligation under this Settlement Agreement is the release of the non-breaching Party from any further obligation to comply by the Settlement Terms. For avoidance of doubt, none of the Parties shall have the right to seek money damages or specific performance resulting from a breach of the Settlement Terms or this Settlement Agreement. Notwithstanding the foregoing sentence, the Parties agree the terms set out in paragraphs 3 and 4 of this Agreement can be enforced by specific performance.

3. Revocable License Agreement. None of the terms contained within this Settlement Agreement grant the Plaintiffs or DNA, or may be interpreted to grant in any way, any legal rights or third-party beneficiary status concerning the Revocable License Agreement, dated January 16, 2020, by and between the City and Event Entertainment (the "RLA"). The Plaintiffs and DNA hereby acknowledge that the existence of this Settlement Agreement shall not be deemed to confer standing on the Plaintiffs or the DNA in any future challenge to the enforceability or validity of the RLA or any other similar agreements entered into between the City and Event Entertainment relating to the RLA. The Plaintiffs and DNA further agree not to raise any arguments inconsistent with such acknowledgment in any legal proceeding relating to

the RLA or involving Event Entertainment. The Plaintiffs' and DNA's agreement not to contend this Settlement Agreement confers standing shall indefinitely survive termination of this Settlement Agreement and may be enforced by Event Entertainment notwithstanding termination of this Settlement Agreement.

4. Dismissal And Motion For Sanctions. Within five (5) days following the Parties' execution of this Settlement Agreement, Plaintiffs shall file with the Third District Court of Appeal a Notice of Dismissal With Prejudice, which shall also state that each Party shall bear his, her, or its own attorneys' fees and costs.. Event Entertainment agrees that it shall not file with the circuit court either the initial or amended motions for sanctions that it served upon counsel for Plaintiffs, and hereby agrees to relinquish any and all rights it had under those motions and treat them as a nullity.

5. Miscellaneous.

A. Submission of this Settlement Agreement to Plaintiffs does not constitute an offer, and this Settlement Agreement becomes effective only upon execution and delivery by the Parties and/or their counsel or representatives.

B. The Parties acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. This Settlement Agreement constitutes the entire agreement between the Parties respecting the subject matter hereof.

C. This Settlement Agreement is governed by Florida law without regard to, and excluding, its conflict of law rules. The Parties agree that the state court in Miami-Dade County, Florida, is the exclusive forum in which any Party may initiate litigation concerning, relating to, or arising under this Settlement Agreement. If such litigation, once filed in the state court in Miami-Dade County, is removable to the U.S. District Court for the Southern District of Florida, then nothing in this paragraph prevents a Party from removing the action to the U.S. District Court for the Southern District of Florida.

D. The headings of paragraphs in this Settlement Agreement are for convenience only and shall not be relevant for purposes of interpretation of the provisions of this Settlement Agreement.

E. This Settlement Agreement shall not be more strictly construed against any party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof. It is acknowledged that each of the Parties hereto has been fully represented by legal counsel and that each of such legal counsel has contributed substantially to the content of this Settlement Agreement. If any provision of this Settlement Agreement is held to be invalid, the Parties agree that such invalid provisions shall be severed from this Settlement Agreement and the remaining provisions shall continue in full force and effect.

F. This Settlement Agreement shall bind and inure to the benefit of the Parties hereto, and their legal representatives, successors and assigns.

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G. Plaintiffs and the DNA, and their respective representatives, agents and respective successors and assigns, remise, release and forever discharge Event Entertainment, and its representatives, shareholders, trustees, officers, directors, partners, affiliates, employees, attorneys, and agents and their respective successors and assigns, from any and all actions, causes of action, suits, debts, liens, contracts, agreements, promises, liabilities, losses, damages, claims, demands, costs or expenses, of any nature whatsoever, in law, admiralty or in equity, known or unknown, fixed or contingent which Plaintiffs, DNA, or their respective successors and assigns ever had, now have, or may now or hereafter have, for, upon or by reason of the Proceeding, and that were or could have been asserted in the Proceeding.

EEG, and its representatives, agents, shareholders, trustees, officers, directors, partners, affiliates, employees, attorney's and agents and their respective successors, and assigns, hereby remise, remit, release, and forever discharge the Plaintiffs and the DNA, and their respective heirs, successors, assigns, representatives, shareholders, trustees, employees, attorneys, and agents and their respective successors and assigns, from any and all actions, causes of action, suits, debts, liens, contracts, agreements, promises, liabilities, losses, damages, claims, demands, costs or expenses, of any nature whatsoever, in law, admiralty, or in equity, known or unknown, fixed or contingent which EEG, or its representatives, agents, shareholders, trustees, officers, directors, partners, affiliates, employees, attorney's and agents and their respective successors and assigns ever had, now have, or may now or hereafter have, for, upon, or by reason of the Proceeding, and that were or could have been asserted in the Proceeding.

H. Each person signing this Settlement Agreement warrants and represents that the person or entity on whose behalf he/she is signing has given him/her full, complete and proper authority to execute this instrument and to legally bind such person, that he/she has read the entire document before signing it and fully understands it, and that he/she understands and accepts all of the terms and conditions of this Settlement Agreement in English. With respect to the DNA, the execution of this Settlement Agreement has been authorized by a duly executed resolution of its board of directors.

I. The Parties (for themselves and their respective successors or assigns, heirs, agents, attorneys, and/or legal representatives) shall keep the terms and conditions of this Settlement Agreement and Proceeding (other than public filings), and all communications between the Parties related thereto, strictly confidential, except that: (1) the Parties may advise their lawyers and accountants of such terms and conditions; and (2) the Parties may disclose all or portions of this Settlement Agreement or such communications if required by law to any governmental or regulatory authority. If any party hereto receives a subpoena, discovery request or other similar disclosure request from any third party which calls for the production or disclosure of this Settlement Agreement or any of its terms, then before responding thereto the receiving party shall promptly inform the other parties hereto of such subpoena or request.

J. Notwithstanding the foregoing, the Parties shall jointly announce the execution of this Settlement Agreement through the publishing of a press release in the form attached hereto as **Exhibit B** to this Settlement Agreement.

(remainder of page intentionally left blank - signatures contained on following page)

PUBLIC ACCESS

IN WITNESS WHEREOF, the Parties have each executed this Settlement Agreement on the dates written below their names, intending it to be both legally binding and an instrument under seal.

EVENT ENTERTAINMENT GROUP, INC., a
Florida corporation

By: Sandra York
Sandra York (May 24, 2021 12:31 EDT)
Name: Sandra York
Title: Secretary
Dated: May 24, 2021

Plaintiffs:

Barry Duceman

Arlene Ramsingh

Emily Phillips

**DOWNTOWN NEIGHBORS ALLIANCE,
INC.**

Name:
Title:
Date:

IN WITNESS WHEREOF, the Parties have each executed this Settlement Agreement on the dates written below their names, intending it to be both legally binding and an instrument under seal.

**EVENT ENTERTAINMENT GROUP,
INC., a Florida corporation,**

By:

Name: Sandra York

Title: Secretary _____

Dated: _____

Plaintiffs:

Barry Duceman 05/21/2021
Barry Duceman

Arlene Ramsingh 05/21/2021
Arlene Ramsingh

Emily Phillips

**DOWNTOWN NEIGHBORS
ALLIANCE, INC.**

Name:

Title:

Date:

IN WITNESS WHEREOF, the Parties have each executed this Settlement Agreement on the dates written below their names, intending it to be both legally binding and an instrument under seal.

EVENT ENTERTAINMENT GROUP, INC., a Florida corporation,

By:

Name: Sandra York

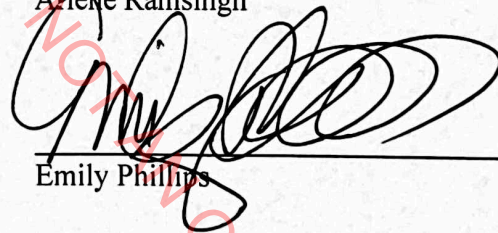
Title: Secretary _____

Dated: _____

Plaintiffs:

Barry Duceman

Arlene Ramsingh



Emily Phillips

DOWNTOWN NEIGHBORS ALLIANCE, INC.

Name:

Title:

Date:

IN WITNESS WHEREOF, the Parties have each executed this Settlement Agreement on the dates written below their names, intending it to be both legally binding and an instrument under seal.

**EVENT ENTERTAINMENT GROUP,
INC., a Florida corporation,**

By:

Name: Sandra York

Title: Secretary _____

Dated: _____

Plaintiffs:

Barry Duceman

Arlene Ramsingh

Emily Phillips

**DOWNTOWN NEIGHBORS
ALLIANCE, INC.**

Name:

Title:

Date:

James TORRES

President

May 20th 2021

EXHIBIT A

**ULTRA MUSIC FESTIVAL
CONFIDENTIAL SETTLEMENT PROPOSAL**

1. *Event Entertainment Group, Inc. (“Event Entertainment”)* agrees to voluntarily undertake the following:

A. Sound Management Program: Event Entertainment will implement a Sound Management Program intended to reduce off-site sound propagation, while maintaining an appropriate and suitable sound environment for the Ultra Music Festival (“UMF”). Event Entertainment proposes a Sound Management Program including the following elements:

(i) Overall Sound Threshold. The maximum offsite residential impacts, as monitored at five exterior residential locations, shall not exceed 85 dBA (10-Minute Leq), determined every 10 minutes.

(ii) Low Frequency Subthreshold. Event Entertainment agrees to low frequency sub-thresholds stated in Table I, determined every round hour using the 1-Hr Leq Average for 25Hz-125Hz.

Table I

<u>UMF Event Following this Settlement Agreement</u>	<u>Low Frequency Sub-Threshold</u>
First event	99 Decibels
Second event	97 Decibels
Third and all subsequent events	95 Decibels

(iii) Monitoring Locations. The proposed monitoring locations include: (i) 50 Biscayne, East (bay) facing pool deck (10th Floor, northeast corner); (ii) 50 Biscayne, East (bay) facing rooftop (southeast corner); (iii) Vizcayne, east facing pool deck; (iv) One Miami (East Tower), north facing pool deck; and (v) Met 1 north-facing rooftop. The use of such proposed locations for monitoring is subject to Event Entertainment securing access to each building through a mutually acceptable agreement related thereto, its terms detailed in Appendix A (subject to mutually-agreed amendments), and the capacity to ensure the monitoring equipment is secure at each location.

(iv) Application of Thresholds; Exceedance Allowance. The aforementioned limits shall apply to event days and to sound checks. Without modifying the restrictions set forth in the preceding sentence the parties acknowledge that the intent of the sound checks, amongst other matters, is to conduct relevant adjustments to the sound levels at the various stages; therefore, the potential exists to have short term exceedances. Event Entertainment is allowed a total of no more than 2 exceedances per monitor and no more than 5 exceedance measurements for all monitors per sound check day, one exceedance measurement during the Friday sound checks, and one exceedance measurement per event day. No exceedance measurement shall exceed the overall threshold or the low frequency subthreshold by more than 2 decibels during sound checks and by more than 1 decibel during event days. For avoidance of

doubt, Event Entertainment may not exceed the on-site noise limits stated in the License Agreement at any time during the sound checks or event days.

(v) Sound Monitoring Experts. Event Entertainment will select (and pay for) a qualified entity to perform sound monitoring. The Downtown Neighbors Alliance, Inc. (the “DNA”) will select (and pay for) their own qualified expert, who Event Entertainment will provide live-feed access to measurements of the sound monitoring. Event Entertainment’s qualified entity will be onsite during the UMF and associated sound checks. Event Entertainment’s sound monitoring expert will monitor the residential thresholds set forth herein, monitoring data on a continuous basis. DNA’s qualified expert shall be provided access to the data collected by Event Entertainment’s experts and review their measurement devices and placement of such devices.

B. Neighborhood Liaison: Event Entertainment will designate a “Neighborhood Liaison” to address complaints received from the designated “Neighborhood Contact” regarding the event, load-in and load-out, including noise levels. The DNA will designate the “Neighborhood Contact” a minimum of ten (10) days prior to the beginning of each Use Period (as defined in the RLA). The Neighborhood Liaison will have direct contact with the Construction Noise Mitigator and will, immediately, contact the Construction Noise Mitigator, who will be on-site during any overnight construction activities, with the details of any construction noise complaint, coordinate any necessary mitigation action, and document such activities.

The communication will be logged and action steps taken to address the concern, if any. The designated “Neighborhood Liaison” for the 2022 UMF will be Ray Martinez or someone with similar organizational responsibilities.

In addition to the foregoing, Event Entertainment will operate a 24-hour residents’ hotline throughout the Use Period, log all issues reported, and report them to the Neighborhood Liaison and Neighborhood Contact.

C. Security and Fencing for Most Impacted Buildings: Upon the written request thereof delivered to Event Entertainment no later than 60 days prior to the commencement of the Use Period, Event Entertainment will provide support services to 50 Biscayne, One Miami, Met I, Vizcayne, and Loft II. These support services include parking credentials and vehicle permits, two (2) private security officers per building from 2 hours before until 2 hours after each event day (if requested by such building’s management), and fencing around such building, which will be erected by Friday (of Event week) at noon and removed the following Monday by 6 AM.

D. Construction Hours Limitation; Construction Noise. During the Use Period, all loading, construction and production activities in Bayfront Park and its surroundings will be strictly limited to the following times and number of days:

7:00am-9:00pm	7:00am-11:59pm	12:00am-9:00pm	12:00am-11:59pm
17 Days	1 Day	1 Day	9 Days

Except for the period beginning on Sunday immediately preceding each UMF event and ending on Monday immediately following each UMF event, Event Entertainment shall make all reasonable efforts to schedule overnight activity on Friday and Saturday nights. The overnight activities conducted by Event Entertainment will be consistent with past practices and, for avoidance of doubt, Event Entertainment shall not use jackhammers or pile drivers during overnight hours.

Event Entertainment will appoint a Construction Noise Mitigator, who will be present on site between 10:00pm and 6:00am the next morning during any dates on which Event Entertainment undertakes overnight activities. The Construction Noise Mitigator will be given the authority, and shall make all reasonable efforts, to minimize unnecessary late-night noise, particularly in areas adjacent to residential communities.

Following the first UMF held after the execution of the Settlement Agreement, the parties will meet to discuss the loading, construction, and production activities of such event and discuss additional mitigation strategies for future events, including (but not limited to) the potential reduction in the number of dates in which overnight activities are scheduled and installation of low-decibel (“white noise”) back-up alarms on trucks and construction vehicles.

E. Lights and Lasers. Event Entertainment will use commercially reasonable efforts to not direct construction lights at adjacent residential properties (One Miami, MET1, 50 Biscayne and Vizcayne). During the first event following this settlement, Event Entertainment will test strategies to limit the impact of event spotlights and lasers onto adjacent residential properties (One Miami, MET1, 50 Biscayne and Vizcayne). Following the first UMF held after the execution of the Settlement Agreement, Event Entertainment will discuss with DNA the results of such efforts and discuss potential mitigation strategies for future events.

F. Traffic Management. EEG shall limit the requested sidewalk and street closure in the MOT plan submitted to the City of Miami prior to each event to no more than the following limits:

Any section of Biscayne Blvd’s east sidewalk	9 Days
Vehicle Traffic on Biscayne Blvd	<p>Traffic closures will be implemented between the Thursday immediately preceding an Ultra event at 10:00pm and will resume the normal traffic flow on the Monday immediately following an Ultra event at 6:00am. The below will take place during the closure(s):</p> <ol style="list-style-type: none"> 1. Southbound traffic on Biscayne Blvd will be diverted westbound at NE 6th Street. 2. There will be no southbound traffic on Biscayne Blvd from NE 6th Street to SE 1st Street.

	<p>3. Motorists/residents will be able to use NE 2nd Avenue to travel south and enter their residences.</p> <p>4. Northbound traffic will be diverted at Chopin Plaza and rerouted onto the southbound lanes from SE 1st Street to NE 4th Street where they will resume the normal traffic flow on the northbound lanes.</p> <p>Access to the Port of Miami and Bayside Marketplace will remain open and uninterrupted.</p>
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The Plaintiff Group acknowledges that such MOT plan may change based on comments received by the applicable governmental agencies reviewing the MOT plan.

2. *The Downtown Neighbors Alliance (“DNA”), and the individual plaintiffs (collectively, the “Plaintiff Group”)* will agree as follows:

A. Dismissal of Action; Covenant not to Sue: The Plaintiff Group will agree not to pursue the appeal of the order of dismissal entered by Judge Miller and the Plaintiff Group will agree not to, directly or indirectly, (i) participate in any future litigation or other proceedings, relating to the RLA, against Event Entertainment and/or any of its subsidiaries, affiliates, assignees and/or successors or (ii) advocate for the revocation, suspension, termination or amendment of the RLA, each so long as Event Entertainment and/or any of its subsidiaries, affiliates, assignees and/or successors continues to voluntarily abide by the terms of Section 1 above.

Event Entertainment will not directly (or indirectly through any of its subsidiaries, affiliates, assignees and/or successors) file any claim against the Plaintiff Group or any DNA officers or Directors related to matters arising from their respective participation in efforts (prior to the effective date of the settlement agreement) seeking to terminate the RLA or seeking to stop the production of the UMF at Bayfront Park.

If Event Entertainment and/or any of its subsidiaries, affiliates, assignees and/or successors amend or seek to amend the following provisions of the RLA in a manner that adversely impacts any of the standards, time periods, or protections set forth therein intended to protect the surrounding neighborhood, the residents’ quality of life, or their access to the park, then the Settlement Agreement shall terminate: Sections 2.7, 2.16, 3.2, 3.3, 3.4, 4.4, 4.5, 4.6, 4.7, 4.12, and 5.2. Notwithstanding Section 28 of the RLA, if EEG or the City proposes an assignment of the RLA, and the assignee does not agree to accept and be bound by all of the terms of this Settlement Agreement, the Plaintiff Group may terminate this Settlement Agreement.

EEG will withdraw its Motion for Attorneys’ Fees pursuant to Section 57.105, Florida Statutes, filed on April 14, 2020, with prejudice.

Event Entertainment may terminate its obligations in Section 1 above if any DNA member association (specifically including: One Miami East Condominium Association, Inc.; One Miami West Condominium Association, Inc.; MET 1, Corp; 50 Biscayne Condominium Association, Inc.; Vizcayne North Condominium Association, Inc.; and Vizcayne South Condominium Association, Inc.) directly or indirectly, (i) participate in any future litigation or other proceedings, relating to the RLA, against Event Entertainment and/or any of its subsidiaries, affiliates, assignees and/or successors or (ii) advocate for the revocation, suspension, termination or amendment of the RLA, each so long as Event Entertainment and/or any of its subsidiaries, affiliates, assignees and/or successors continues to voluntarily abide by the terms of Section 1 above. .

B. Access to Property for Monitoring Activities: The Plaintiff Group will cooperate with Event Entertainment to allow access to Event Entertainment's sound engineers, including Trinity Consulting, to measure ambient sound levels and to collect other data, including prior to, and during, the Use Period, making available appropriate locations within the most affected condominium buildings to locate sound monitoring devices. Access will be provided substantially in accordance with the terms of the form access agreement attached hereto as **Exhibit C**.

C. Neighborhood Contact: The DNA will designate one individual to serve as the neighborhood contact, who will have the task of coordinating all neighborhood issues with the Event Entertainment Neighborhood Liaison.

D. Notification to City, Press, and other Associations: The Plaintiff Group will notify the City Manager and each City Commissioner that Event Entertainment and the Plaintiff Group have reached an agreement with respect to the UMF and will, at the request of Event Entertainment, issue a press release with content to be agreed to between the parties. The notification and the press release will specifically provide that the Plaintiff Group does not oppose the return of the UMF in light of the mitigation steps that Event Entertainment will voluntarily undertake, as described above, and the Plaintiff Group will not take any public position contrary thereto.

EXHIBIT B

PRESS RELEASE

ULTRA MUSIC FESTIVAL AND DOWNTOWN MIAMI RESIDENTS REACH HISTORIC AGREEMENT

Ultra Music Festival and the Downtown Neighbors Alliance – a neighborhood organization representing a dozen residential communities in Downtown Miami – are pleased to announce that they have reached a historic agreement bringing a much-welcomed conclusion to their longstanding tensions.

Ultra will continue to deliver state-of-the-art production consistent with Ultra’s high production standards, while also voluntarily implementing its first community standards program addressing issues including construction schedules, park closures, noise monitoring/impact and traffic management.

“This development finally opens the door to establishing an ongoing working relationship between the parties, which was long overdue” according to Company spokesperson, Ray Martinez. “Ultra’s leadership was privileged to work closely with local residents in striking the balance between accommodating local residential lifestyles and hosting large-scale and state-of-the art music productions in Miami’s urban core.”

Mr. Martinez further stated that “[w]e look forward to continuing to partner with area residents with the common goal of advancing a shared vision of sustainable co-existence, which will allow us to continue showcasing Miami and it’s local culture as the dance music capital of the world.”

James Torres, President of the Miami Downtown Neighbors Alliance, commented “[w]e are pleased to have reached an agreement that addresses many of the issues that have impacted Downtown Miami residents during previous Ultra events. We believe that this agreement will allow Ultra and its neighbors to co-exist and will highlight Downtown Miami as “One Community for All”, and a great place to live, work and play.”

The next edition of Ultra Music Festival is scheduled to take place from March 25 - 27, 2022 at Bayfront Park. For more information, go to <https://ultramusicfestival.com/-->

About the DNA:

Miami Downtown Neighbors Alliance is a neighborhood association promoting quality of life, common good and general welfare of residents in the Downtown Miami’s Central Business District. Matters of interest include development, zoning and land use, street beautification, traffic and parking, crime prevention, park access, noise mitigation and other issues of common residential interest.

About ULTRA Worldwide™

Ultra Music Festival is a Miami-based international music festival brand. The Miami edition, which is Ultra’s flagship event, showcases electronic music acts over a 3-day production every March in the City of Miami. Each new global edition has been founded on the same recipe that has been perfected over more than 20 years, combining the most diverse musical talent with technologically advanced, large-scale festival productions. The Ultra brand has produced international festivals in 29 countries including Argentina, Australia, Brasil, Chile, China, Colombia, Croatia, India, Japan, Korea, Mexico, Singapore and South Africa.

EXHIBIT C
ACCESS AGREEMENT

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ACCESS AGREEMENT

This Access Agreement (hereinafter referred to as "Agreement") is made and entered into this ___ day of _____ 2021, by and between Event Entertainment Group, Inc. (hereinafter referred to as "EEG"), having its principal office at _____, and _____ Condominium Association, Inc. (hereinafter referred to as the "Association"; together with EEG, collectively referred to as the "Parties"), having its principal office located at _____.

RECITALS

A. The Association has the legal right to operate, and provide access to, _____, a condominium containing ___ residential units located at _____ (hereinafter referred to as the "Condominium").

B. EEG is in the business of producing music festivals, including Ultra Music Festival ("Ultra"), an annual festival in downtown Miami.

C. The Parties desire for EEG to temporarily install Equipment (as defined below) at the Condominium in order to monitor and mitigate noise levels at the Condominium during Ultra.

In consideration of the mutual covenants, representations and promises contained herein the parties herein covenant and agree as follows:

TERMS

1. **RECITALS.** All of the foregoing recitals and definitions are true and correct and are incorporated herein by reference.

2. **DEFINITION.** "Equipment" shall mean the components deemed necessary by EEG to measure noise levels, including, but not limited to, microphones, recording equipment, tripods, mounting equipment, and other related electronics.

3. **GRANT.** For the period of the Term (as defined below), Association hereby grants EEG a non-exclusive right to access, install, maintain and operate the Equipment in accordance with the terms of this Agreement.

4. **TERM OF AGREEMENT.** This Agreement shall be effective for a period of eight (8) days commencing on _____ at 9:00am and ending on _____ at 5:00pm (the "Term").

5. **OWNERSHIP, INSTALLATION AND REPAIR OF EQUIPMENT.**

(a) EEG shall, at its sole cost and expense, install, maintain and operate all Equipment in accordance with this Agreement. The Parties hereby recognize and agree that, except as otherwise expressly set forth herein, any Equipment installed at the Condominium (whether before, after or during the Term) shall belong exclusively to EEG, as its personal property, and that such Equipment shall NOT be deemed a fixture or improvement to the real property, or improvements, on which the Condominium is located. Furthermore, the Association shall not expressly permit any lien(s) to be filed on, or any party that is not EEG to take possession of (whether actual or constructive), the

Equipment.

(b) The Association grants EEG (and its consultant installing and operating the Equipment) the right to access, install, operate and maintain the Equipment, at EEG's sole cost and expense, at the Condominium, provided that: (1) the footprint on which the Equipment is installed (in each of its individual Installation Sites) does not exceed an area of fifty (50) square feet (each, an "Installation Site"); (2) EEG installs Equipment at each Installation Site depicted and/or described in Exhibit A attached hereto; (3) EEG installs and maintains the Equipment in a good and workmanlike manner; (4) EEG does not unreasonably interfere with the use of the Association's common elements; and (5) EEG shall, within ten (10) days prior to the installation of any Equipment, provide the Association with a written copy of plans depicting the placement of the Equipment at the Installation Sites (the "Plans"), which Plans shall require the Condominium's prior written approval, which approval shall not be unreasonably withheld or delayed.

(c) EEG shall, at its sole cost and expense, within ten (10) calendar days of receipt of notification from the Association, repair (to the same state and condition that existed prior to the work) any portion of the Condominium, including without limitation, any improvements, the roof and any fixtures or real or personal property damaged solely as a result of the installation, maintenance, operation or removal of the Equipment, regardless of whether such work was performed by EEG or by any subcontractor, agent, representative, or employee of EEG. EEG shall ensure that such repairs are completed in a good and workmanlike manner. The provisions of this paragraph shall survive the expiration of this Agreement.

6. **LIENS.** EEG shall not permit any liens to be placed on the Condominium (or any of its individual units), in connection with work, labor or services performed, or materials or appliances used or furnished for or in connection with any operations of its agents, employees or independent contractors, as a result of its performance of its obligations under this Agreement. EEG shall indemnify and hold the Association harmless against all such liens, claims of liens or suits pertaining thereto, including any and all reasonable costs and attorney's fees, at both the trial and appellate level. If any such liens are filed against the Condominium's property, EEG shall transfer such lien, within five (5) business days of EEG's receipt of written notice of such filing, by either (a) depositing with the Clerk of the Circuit Court an amount sufficient to transfer said lien, or (b) by filing with the Clerk of the Circuit Court a bond executed by a surety licensed to do business in the State of Florida, in accordance with the provisions of Section 711.24. of the Florida Statutes.

7. **PERSONNEL.** All personnel working at the Condominium on behalf of EEG shall be uniformed and shall carry identification cards.

8. **RIGHT OF INGRESS AND EGRESS.** The Association hereby grants EEG (and its consultant installing and operating the Equipment) a right of ingress, egress and right-of-way, across, through, in and on, any part of the common elements of the Condominium as required by EEG for the installation, maintenance, operation and removal of the Equipment in accordance with this Agreement. Upon removal of the Equipment, EEG shall be obligated, at its sole cost and expense, to restore each Installation Site to its original state as it existed prior to the installation of such Equipment. Should EEG not remove its Equipment from the Condominium property within three (3) days following the expiration of the Term, such Equipment shall be deemed abandoned by EEG and shall become the property of the Association. In exercising these rights, EEG shall comply with all reasonable

regulations imposed by the Association so as to minimize interference with the residents of the Condominium. The right granted herein is conditioned as follows: except in the event of an emergency (in which case EEG may access the Condominium property at any time), EEG's access to the Condominium shall be limited to the times between 9:00 a.m. and 1:00 a.m. EST, and such access shall only be allowed when accompanied by a representative of the Association. EEG's personnel must register at the Condominium's security office or front desk upon each visit.

9. INTERFERENCE. The Association shall not handle or make any changes to the Equipment or Installation Site(s) without first notifying EEG at least twenty-four (24) hours in advance; provided, in the event of an emergency, the Association may temporarily suspend the flow of electrical power to the Equipment provided the Association notifies EEG of such action as soon as reasonably possible. EEG expressly assumes the risk of any damages to the Equipment, including, but not limited to, any damages arising from wind, collapse, theft and vandalism, except to the extent any such damage is the result of the Association's intentional misconduct.

10. INSURANCE. EEG, at its sole cost and expense, shall maintain (or cause its consultant installing and operating the Equipment to maintain) during the Term comprehensive general commercial liability insurance with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. EEG shall provide (or cause its consultant installing and operating the Equipment to provide) certificates of insurance to the Association reflecting the foregoing policy limits and identifying the Association as an additional insured party. Such certificates shall be provided to the Association upon execution of this Agreement.. EEG's failure (or its consultant installing and operating the Equipment failure) to maintain the foregoing insurance coverage, at any time during the Term, shall constitute a default under this Agreement.

11. INDEMNIFICATION. As additional consideration for the rights granted to EEG under this Agreement, to the fullest extent permitted by law, EEG shall defend, indemnify and hold the Association, its officers, directors, agents, employees, members and residents (hereinafter referred to as the "Indemnified Parties") harmless from all claims, actions, damages, losses, liabilities, fines, penalties, injuries and expenses, including reasonable attorneys' fees and costs, at both the trial and appellate level arising out of or resulting from the installation, operation, maintenance, or use of the Equipment, or in any way connected with: (1) any accident, loss, injury or damage to any persons or property caused in whole or in part by any negligent act or omission of EEG, its agents, employees or subcontractors; (2) any breach of any representation, covenant or term of this Agreement by EEG, its servants, employees, agents, and subcontractors; and (3) any claims, demands or losses arising from infringement of patents with respect to manufacture, use and operation of the Equipment upon the Condominium property. Notwithstanding the foregoing, the Association, waives any right to pursue or seek, (a) on behalf of itself or (b) on behalf its officers, directors, agents, employees, members and residents, special, consequential and/or punitive damages against EEG arising from the performance of this Agreement. The provisions of this paragraph shall survive the expiration of this Agreement.

12. REPRESENTATIONS. EEG represents and warrants that it, and/or its subcontractors hired to perform work at the Condominium in accordance with this Agreement, is properly licensed to perform the tasks set forth in this Agreement. EEG further represents and warrants that it has all the necessary governmental authorizations, licenses and permits for the performance of this Agreement and shall comply with all federal, state and municipal laws, orders, rules and regulations applicable to the Equipment. The Association represents and warrants to EEG that it has the necessary authority to enter

into this Agreement on behalf the Condominium and to grant EEG access to the Condominium in accordance with the terms set forth herein.

13. AMBIGUITY. Should any of the stipulations of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing the same shall not apply a presumption that the terms of such stipulation shall be more strictly construed against one (1) party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all the parties have participated in the preparation and review of this Agreement fully.

14. ASSIGNMENT. EEG shall not assign its interest in this Agreement without the Association's prior written consent, provided the foregoing shall not limit (or impose consent requirements on) EEG's ability to subcontract any its rights, responsibilities or tasks under this Agreement.

15. ATTORNEY'S FEES, GOVERNING LAW AND VENUE. This Agreement shall be governed by, and constructed under, the laws of the State of Florida in connection with any litigation including appellate proceedings arising out of this Agreement. The prevailing party shall be entitled to recover its reasonable attorney's fees and costs. Venue for any action arising out of this Agreement shall be brought only in a court of competent jurisdiction in Miami-Dade County, Florida.

16. NON-RECORDING. This Agreement shall not be recorded in the Public Records.

17. COMPLIANCE WITH LAWS, LICENSES, PERMITS AND FEES. In performing the terms of this Agreement, EEG shall comply with all applicable Federal, State and local laws, requirements, ordinances, rules and regulations, as all may be amended from time to time and shall procure, at its sole cost and expense, any and all licenses, permits and certificates from any governing authorities as may be necessary to install, operate and maintain the Equipment.

18. MARKETING AND SALES. Any promotional and sales activities conducted by EEG within the Condominium shall be subject to the prior written approval of the Association, which approval may be denied by the Association for any reason in its sole discretion.

19. MODIFICATION. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

20. RIGHTS AND REMEDIES. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

21. SEVERABILITY AND WAIVER. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver of any right herein, and shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

22. **ENTIRE AGREEMENT.** This Agreement and the addendum to be attached hereto represent the entire Agreement between the parties.

23. **WRITTEN NOTICE.** Any notice to be given under this Agreement shall be in writing sent by courier or by United States Certified, Return Receipt Requested, postage prepaid, and addressed as follows:

For EEG:

For Association:

Delivery of any notice shall be effective five (5) days after mailing via certified mail, on the time and date dispatched if delivered by electronic mail, or on the date delivered if sent by courier service.

24. **FORCE MAJEURE.** Neither EEG nor the Association shall be liable or in default for any delay or failure of performance resulting directly from anything beyond the control of the non-performing party, such as acts of God; acts of civil or military authority; acts of a public enemy; war; hurricanes, storms, or floods; fires or explosions; governmental regulation (including any lockdowns or restrictions (from disease, virus or otherwise)); or strikes, lockouts or other work interruptions.

25. **COUNTERPARTS.** The parties may execute and deliver this Agreement in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one agreement.

[signatures located on the following page]

The parties have executed this Agreement as of the day and year first above written.

ASSOCIATION:

_____ Condominium Association, Inc.

EEG:

Event Entertainment Group, Inc.

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Exhibit A

“Installation Sites”

1. 50 Biscayne, East (bay) facing pool deck (10th Floor, Northeast Corner)
2. 50 Biscayne, East (bay) facing rooftop (Southeast Corner)
3. Vizcayne, east facing pool deck
4. One Miami (East Tower), north facing pool deck
5. Met 1 north-facing rooftop