

AMENDMENT TO THE AMENDED AND RESTATED LEASE

This Amendment ("Amendment") to Lease entered into as of this ____ day of _____, 2015, by and between the City of Coral Gables, a Municipal Corporation ("Landlord") and Coral Gables Cinemateque, Inc., a Florida Not-For-Profit Corporation ("Tenant").

W I T N E S S E T H:

WHEREAS, the Landlord and Tenant entered into that certain Lease executed on November 10, 2008, as amended by that Amended and Restated Lease dated September 28, 2010 (collectively the "Lease"), concerning the real property known as the Coral Gables Cinema located at 260 Aragon Avenue, Coral Gables, Florida, and as is more particularly described the Lease (the "Premises"); and

WHEREAS, Tenant has requested that Landlord replace the HVAC air conditioning system with a new system unit, and Landlord is willing to do so on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals: The above recitals are true and correct, and are hereby incorporated by reference.
2. Defined Terms. Any capitalized term not otherwise defined herein, shall have the meaning ascribed thereto in the Lease.
3. Replacement of Air Conditioning. Tenant has requested and Landlord hereby agrees to replace the HVAC system on the Premises with a new system. Landlord has obtained a quote for the purchase and installation of the new unit and removal of the old unit in the amount of \$50,000. Tenant hereby grants access to the Premises to the contractor which is installing the new unit and removing the old unit. Once installed, the new unit falls under Tenant's responsibility to maintain under Section 15 of the Lease. There shall be no liability of the Landlord, including but not limited to warranties, for such removal and installation, Tenant shall rely solely on any warranties provided by the manufacturer and/or contractor, which shall be transferred to Tenant.
4. Credit. In exchange for the Landlord's assistance, Tenant hereby gives Landlord a credit of \$10,000 per year (or partial year) for five (5) years commencing upon execution of this Amendment. Such credit may, at Landlord's discretion, be applied towards City functions at the Coral Gables Cinema with minimal impact on its day-to-day operations, to assist the City in digitizing its film archives and to provide cinema-related activities such as outdoor screenings.

5. All other terms, covenants, and conditions of the Lease not otherwise amended by these presents are hereby confirmed and ratified.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this amendment as of the date first mentioned above.

LANDLORD:

Approved as to form and legal sufficiency:

CITY OF CORAL GABLES, a municipal corporation of the State of Florida

Craig E. Leen, Esq.
City Attorney

By _____
Cathy Swanson-Rivenbark
City Manager

ATTEST:

Walter Foeman
City Clerk

Authority of Resolution No. _____,
duly adopted by the Coral Gables City
Commission on _____.

TENANT:

Coral Gables Cinemateque, Inc.

ATTEST:

Secretary

By: _____
Name: _____
Title: _____

(Corporate Seal)