

SECOND AMENDMENT
TO
AMENDED AND RESTATED AGREEMENT

This Second Amendment (“Amendment”) to the Amended and Restated Agreement entered into as of this ____ day of _____, 2015, by and between the CITY OF CORAL GABLES, a Florida municipal corporation (“City” or “Landlord”) and ACTORS’ PLAYHOUSE PRODUCTIONS, INC., a Florida not-for-profit corporation (“Tenant”).

WITNESSETH:

WHEREAS, the Landlord and Tenant entered into an Amended and Restated Agreement executed as of September 13, 2011, as amended by an Amendment dated February 5, 2013 (collectively the “Lease”), concerning the real property known as the Miracle Theater located at 280 Miracle Mile, Coral Gables, FL and known (the “Property”); and

WHEREAS, pursuant to Section 6.2 of the Lease, Tenant shall be solely responsible for the installation, operation and maintenance expenses of the Theater, including, without limitation, the cost of providing repairs for standard electric, plumbing and HVAC systems, chiller and air handler units; and

WHEREAS, the Property is on the National Registry of Historic Places and requires significant maintenance and repairs expenses each year, making it difficult for a non-profit to cover operating and repairs and maintenance to this City asset within its budget; and

WHEREAS, on September 23, 2014, the City Commission approved Fifty Thousand and 00/100 Dollars (\$50,000.00), as part of the City’s 2014-2015 Budget, and discussed amending the Agreement to have the City assume the maintenance and repairs expenses for standard electric, plumbing and HVAC systems, chiller and air handler units; and

WHEREAS, the parties hereto wish to amend the Amended and Restated Lease as hereinafter provided.

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. The above recitals are true and correct, and are hereby incorporated by reference.
2. Any capitalized term not otherwise defined herein, shall have the meaning ascribed thereto in the Lease.

3. The City will provide the Tenant with repairs and maintenance coverage for standard electric, plumbing, HVAC systems, including repair and replacement of chiller and air handler units. The cost shall include labor, parts and replacement equipment. The City will not be responsible for stage lighting or equipment or elevators.

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

5. This Second Amendment to the Amended and Restated Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

6.

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

ATTEST:

TENANT:

ACTORS' PLAYHOUSE PRODUCTIONS,
INC., a Florida not-for-profit corporation

Name: _____

Name: _____

By: _____

Name:

Title:

By authority of Ordinance No. _____
duly passed and adopted by the Coral Gables
City Commission on _____, 2015.

ATTEST:

CITY:

CITY OF CORAL GABLES, a
Florida municipal corporation

By: _____
Name: Walter J. Foeman
Title: City Clerk

By: _____
Name: Catherine B. Swanson
Title: City Manager

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Name: Craig E. Leen
Title: City Attorney