

**AMENDMENT**  
**TO**  
**AMENDED AND RESTATED AGREEMENT**

This Amendment (“Amendment”) to Amended and Restated Agreement entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2013, 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 that certain Amended and Restated Agreement executed as of September 13, 2011 (the “Lease” or the “Agreement”), concerning the real property located at 280 Miracle Mile, Coral Gables, FL and known as the Miracle Theater (the “Property”); and

WHEREAS, pursuant to Section 11.2 of the Lease, Landlord obtained “all-risk insurance, including flood, windstorm and earthquake coverage, for the Property; and

WHEREAS, due to a re-assessment of property values and increase in premiums, the coverage in Landlord’s insurance program was allocated in a way that increased the Tenant’s proportionate share by 60.7%; and

WHEREAS, the Landlord acknowledges that this is a significant increase that makes it difficult for the Tenant as a not-for-profit to budget the cost of insuring this City-owned property; and

WHEREAS, the parties hereto wish to amend the 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 insurance cost incurred by the City in accordance with Section 11.2 of the Lease for “all-risk” coverage for the Property for the May 1, 2012-April 30, 2013 period of \$3,116.41 per month was an increase of 60.7% from that allocated for May 1, 2011-April 30, 2012 of \$1,939.13 per month. To avoid this uncertainty for the Tenant, the Landlord and Tenant agree that Tenant’s responsibility for the “all-risk” insurance premium shall not increase by more

than seven and a half percent (7.5%) from year to year (the "Cap"). Therefore, the monthly cost to Tenant for "all-risk" insurance from the period of May 1, 2012-April 2013 shall be charged as \$2,084.56 per month (\$1,939.13 X 1.075). Tenant has been paying the billed amount of \$1,939.13 per month, and therefore Tenant shall pay the difference of \$1,308.91 upon execution of this Amendment to cover the increase from May 1 through January 31, 2013. Commencing in February 2013, Tenant shall pay \$2,084.56 per month for its allocated portion of insurance through April 30, 2013.

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

5. This Amendment 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.

***[SIGNATURE PAGES TO FOLLOW]***

**IN WITNESS WHEREOF**, the Tenant has 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: Barbara S. Stein  
Title: Executive Director

**IN WITNESS WHEREOF**, the City has executed this Amendment as of the date and year first above written.

By authority of Ordinance No. \_\_\_\_\_  
duly passed and adopted by the Coral Gables  
City Commission on \_\_\_\_\_, 2013.

**ATTEST:**

**CITY:**

CITY OF CORAL GABLES, a  
Florida municipal corporation

By: \_\_\_\_\_  
Name: Walter J. Foeman  
Title: City Clerk

By: \_\_\_\_\_  
Name: Patrick G. Salerno  
Title: City Manager

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

By: \_\_\_\_\_  
Name: Craig E. Leen  
Title: City Attorney