

AMENDED AND RESTATED LEASE AGREEMENT

between

CITY OF CORAL GABLES, FLORIDA
a Municipal Corporation

and

CORAL GABLES CINEMATEQUE, INC
a Florida Not-For-Profit Corporation

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AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT (the "Lease" or "Agreement") is made and entered into as of this _____ day of _____, 2010 (the "Amended and Restated Lease Commencement Date"), by and between the City of Coral Gables, a municipal corporation of the State of Florida (the "Landlord"), whose address for purposes hereof is 405 Biltmore Way, Coral Gables, Florida 33134, and Coral Gables Cinemateque, Inc, a Florida Not-For-Profit corporation, with offices at 5600 N.W. 32 Avenue, Miami, Florida 33142 (the "Tenant").

WHEREAS Landlord and Tenant entered into that Lease Agreement executed on September 10, 2008 (the "Original Lease Agreement"); and

WHEREAS Landlord and Tenant are desirous of entering into an Amended and Restated Lease Agreement upon the terms and conditions contained herein, which amended and restated agreement is intended to replace and supersede the Original Lease Agreement in its entirety.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties agree that the Original Lease Agreement shall be and is hereby amended and restated in its entirety as follows:

WITNESSETH:

Landlord, for and in consideration of the provision of services, equipment and rental payments provided, and in consideration of the covenants and conditions hereinafter to be kept and performed by the Tenant, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby lease and demise unto the Tenant the premises located at 260 Aragon Avenue, Coral Gables, FL, tax parcel I 03-4108-111-0030, (the "Premises"), the location of which is shown on Exhibit A attached hereto and made a part hereof.

- I. **DEFINITIONS:** Unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified.
- (A) Intentionally deleted.
 - (B) Intentionally deleted.
 - (C) "Art Cinema" shall mean the use that will be placed in the "Premises" as described in Article VII below, together with all improvements thereto, including the Furnishings and Equipment.
 - (D) Intentionally deleted.

- (E) "Audited Financial Statement" means a financial statement certified by a certified public accountant to have been prepared in accordance with Generally Accepted Accounting Principles and Generally Accepted Auditing Standards as promulgated by the American Institute of Certified Public Accountants.
- (F) "Building" and/or "Garage" shall mean the land described on Exhibit "A" attached hereto and the building constructed thereon known as the Museum Parking Garage, located at 250 Aragon Avenue and all other improvements on or appurtenances to said parcel.
- (G) The term "Common Area" shall mean the total area in the Building consisting of restrooms, janitor, telephone and electrical closets, mechanical areas, and public corridors providing access to tenant space, but excluding public stairs, elevator shafts, pipe shafts, together with the enclosing walls thereof. For the purposes of this lease, no Common Area charges related to the general garage operations will be borne by the Tenant.
- (H) "Construction Plans" are included in Exhibit C.
- (I) Intentionally Deleted.
- (J) "Furnishings and Equipment" shall consist of all furniture, furnishings, carpeting, wall coverings, decorative lighting, electric or electronic equipment, theater seating, interior and exterior features, artifacts and artwork, interior and exterior graphics, office furniture, all fixtures and specialized theater equipment (including all equipment required for the operation of sound, lighting and concessions along with conventional motion picture and state-of-the-art digital projection systems), telephone systems, cleaning and engineering equipment, tools, and all other similar items now or hereafter located in the Premises, and all other items which are requisite in Tenant's opinion for the efficient operation of the Art Cinema in accordance with the provisions of this Agreement. Subject to Article XXIV, at the conclusion of this Lease, the furnishings and equipment will remain with the building and become the property of the Landlord, free of any liens or encumbrances.
- (K) Intentionally deleted.
- (L) Intentionally deleted.
- (M) Intentionally deleted.

- (N) "Lease Commencement Date" means September 10, 2008, the date that the Original Lease Agreement was officially executed by the Tenant and the Landlord. This date is different from Rent Commencement Date and Possession Date.
- (O) "Lease Year" means a year consisting of twelve (12) consecutive calendar months. The first Lease Year during the term of this Lease shall commence on the 1st day of the month following Rent Commencement Date and end on a date which is twelve (12) consecutive calendar months thereafter.
- (P) "Possession Date" is as defined in Section IV.
- (Q) Intentionally deleted.
- (R) "Rent Commencement Date" shall mean the Possession Date.
- (S) Intentionally deleted.
- (T) "Plaza" or "Perrin Plaza" shall mean the land and area crosshatched in Exhibit "A" attached hereto and located on the ground floor level immediately in front of the Premises.
- (U) "Rent" shall mean the sum of the Base Rent and all other amounts due by Tenant under this Lease.
- (V) Intentionally deleted.

II. PREMISES: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon the terms and conditions hereinafter set forth, the Premises; which includes 3,858 square feet of rough interior ground floor space, combined with an internal mezzanine of 1,922 sq ft immediately above the ground floor space which together will have a proposed street address of 260 Aragon Avenue. The premises are located at the western-most portion of the city-owned and operated Museum Garage and are outlined on the floor plan attached hereto as Exhibit "A."

III. TERM: The term of this Lease (the "Term" or "Lease Term") commenced on the Lease Commencement Date and shall end on the last day of the tenth (10th) Lease Year (the First Lease Year shall commence on the 1st day of the month following Rent Commencement Date), unless sooner terminated or extended as provided herein.

There shall be no delay in the commencement of the Rent Commencement Date and, subject to the provisions contained below regarding the performance and completion of the "Tenant Improvements" (as hereinafter defined), there shall be no delay or abatement of the payment of Rents except as hereinafter defined, where Tenant fails to occupy the Premises or if Tenant fails to complete any of Tenant's

Improvements in a timely manner, nor shall same operate to extend the initial Term beyond the agreed expiration date hereof. All provisions of this Lease shall be in full force and effect as of the Lease Commencement Date, notwithstanding the fact that prior to opening the Premises for business, Tenant shall first perform and complete the Tenant Improvements.

This Lease does not grant any right to light or air over or about the Premises or the Garage.

IV. CONDITION OF PREMISES: Landlord shall complete certain improvements (the "Building Improvements") which are described in the "Workletter 1" attached hereto as Exhibit "B" and by this reference made a part hereof and certain improvements ("Tenant Electives") which are described on Exhibit B-1 attached hereto and by this reference made a part hereof. The Building Improvements and Tenant Electives shall be substantially completed by Landlord and the Possession Date (as defined below) shall occur no later than 90 days from and after the Amended and Restated Lease Commencement Date. Tenant agrees that those Building Improvements indicated on Exhibit B as complete and those Tenant Electives indicated on Exhibit B-1 as complete have been completed, and are accepted. When Landlord reasonably believes that the remaining Building Improvements and Tenant Electives have been substantially completed, Landlord shall request an inspection of the Premises by Tenant. Within five (5) days of such request, Tenant shall inspect the Premises and provide, in writing, approval of the remaining Building Improvements and Tenant Electives or a punch list outlining "open" items. The punch list items shall be completed by Landlord to the reasonable satisfaction of Tenant within thirty (30) days after the date Tenant provides the punch list to Landlord. If Tenant approves the Building Improvements and Tenant Electives, subject to Landlord's satisfaction of all "open" items on Tenant's punch list, possession of the Premises together with the Building Improvements and Tenant Electives will then be immediately turned over to the Tenant (such date of turn over, the "Possession Date"). From and after the Possession Date, Tenant shall use good faith efforts and exercise due diligence to substantially complete the improvements described on Exhibit "D" (the "Tenant Improvements") no later than 60 days after the Possession Date, but in any event the Tenant Improvements must be completed within ninety (90) days after the Possession Date.

Landlord and Tenant shall be required to comply with all municipal and county building and zoning requirements and other laws, codes, ordinances, resolutions, rules and regulations in performing and completing the Building Improvements, Tenant Electives and Tenant Improvements, as the case may be, and the Tenant shall be further required to comply with all municipal laws, codes, ordinances, resolutions, rules and regulations in operating the Premises for its Art Cinema use, including, without limitation, obtaining all necessary building permit(s) and certificate(s) of use and/or occupancy.

It is understood and agreed that Landlord will be responsible, at Landlord's sole cost and expense, for developing and processing through normal permitting the plans

required to make the Building Improvements and Tenant Electives, and will also assist Tenant in processing through normal permitting any plans required for Tenant to complete the Tenant Improvements (provided such assistance shall not require Landlord to expend funds). Tenant agrees to provide necessary technical assistance at Tenant's expense. Both parties agree to cooperate to make the necessary changes for permitting approval as identified through the permitting process. Tenant further agrees to defend (with counsel reasonably acceptable to Landlord), hold Landlord harmless from and to indemnify Landlord against any claim by Tenant, the agents, employees, and/or patrons of Tenant, and/or any other third party, arising out of Landlord's performance pursuant to this Agreement, except when due to Landlord's or Landlord's contractors gross negligence or malfeasance. Further, Tenant recognizes that Landlord's recommendations and approvals pursuant to this Agreement are made in good faith in accordance with Landlord's understanding of market limitations and opportunities, economic limitations, and anticipated operating strategies. Landlord makes no warranty or representation of any nature or kind that its recommendations or approvals will insure the economic success of the Art Cinema, the risk of which is to be borne solely by Tenant.

It will be the responsibility of the Tenant, at Tenant's sole cost and expense, to secure and renew all necessary licenses and certificates and to keep and maintain the Art Cinema (including without limitation the Furnishings and Equipment) throughout the Term of this Lease and any extensions and/or renewals thereof, in good order, repair and condition including, without limitation, making necessary repairs, replacements, improvements, and substitutions so that the Art Cinema can continue to be operated as an art cinema fully in compliance with the applicable provisions of this Agreement.

V. BASE RENT; COST OF IMPROVEMENTS: Tenant agrees to pay Landlord as base rent FIFTEEN THOUSAND (\$15,000.00) DOLLARS for the first Lease Year, which amount shall increase annually by three percent (3%) ("Base Rent"). Base Rent, plus sales tax (to the extent required by law, it being acknowledged that Tenant as a non-profit may not be required to pay sales tax), shall be paid in equal monthly installments in advance on the first day of each month during the Term, provided that the first such installment shall be due on the Rent Commencement Date (and subsequent installments on the first day of each month thereafter throughout the Term). Notwithstanding the foregoing, if the Rent Commencement Date commences on any day of a month other than the first day, Tenant shall pay Landlord Base Rent for such commencement month on a pro rata basis (such proration to be based on the actual number of days of occupancy in the month that the Rent Commencement Date begins). Base Rent for any partial month of occupancy at the end of the Term will be prorated based on the actual number of days of occupancy in such partial month. The Base Rent and all other payments required to be made by Tenant to Landlord under this Lease shall be made payable to the City of Coral Gables and delivered to the Finance Department at 405 Biltmore Way, Coral Gables, Florida 33134 or such other place as the Landlord shall designate from time to time in a notice given pursuant to the provisions of this Lease. Any late payment shall automatically accrue interest at a rate equal to five percent (5%) from the date that payment is due until paid. All payments

due to the Landlord pursuant to this Lease shall be absolutely net to the Landlord, free from any abatement, offset, set off, defense, expense, charge, or other deduction whatsoever, and, except as specifically provided in this Lease, shall be paid without notice. Because of the substantial money invested by the Tenant in design build-out, and equipment, no security deposit will be required during the base term or during the option periods.

Notwithstanding anything to the contrary herein, monthly Base Rent shall be reduced by one hundred dollars (\$100) per month for the first sixty (60) months of Base Rent due under this Lease in order for Tenant to be able to apply such amount to the premium cost of obtaining property and windstorm coverage for contents in the Premises.

Tenant and Landlord agree on the level and approximate cost of the Building Improvements, Tenant Electives and Tenant Improvements necessary to transform the Premises into cinema-ready. To help accomplish the remaining physical build-out of the space, the Landlord has allocated \$262,500 for the capital improvements from the 2007/08 City of Coral Gables' Capital Improvement Fund, as supplemented, and has additionally secured \$250,000 from the Coral Gables Community Foundation (Don Slesnick, Perrin Estate Personal Representative), for a total of \$512,500.00 (collectively the "Landlord Funds"). In addition, Landlord and Tenant have worked together to design the space with significant time and expertise provided Tenant's technical design consultants at Tenant's cost. In turn, Landlord has assumed responsibility for securing all required permits, bidding, and construction supervision. Tenant and Landlord together acknowledge and understand that additional monies will be required to complete the build-out of the space. Tenant agrees to assume responsibility for any and all additional build-out above the Landlord Funds to insure that the project may be completed in a timely and satisfactory manner. In order to secure the monies needed to pay for the additional build-out and any necessary ongoing operating assistance, Tenant may apply for any and all available grants and Landlord agrees to serve as co-applicant for the grants provided Landlord assumes no liability for the grant and Landlord's only financial obligation is to demonstrate prior expenditures as a cash match where permitted.

Landlord and Tenant acknowledge and agree that (i) Tenant does not owe any money to Landlord with respect to the Building Improvements or Tenant Improvements in addition to amounts already paid by Tenant to Landlord, provided this section shall not relieve Tenant of any obligations it has with regard to Tenant Improvements; (ii) the cost of the Tenant Electives is \$77,590 and Tenant is responsible for the full payment of such amount to Landlord; and (iii) the Tenant has already paid to Landlord an amount equal to \$61,118.00 with respect to the cost of the Tenant Electives.

Landlord and Tenant also acknowledge and agree that Landlord, as grantee, has received a Miami-Dade County grant in the amount of \$20,601 (the "Grant") that will reimburse some of the cost to purchase the following American with Disabilities Act items (collectively the "ADA Items"): listening devices ("Listening Devices"), a portable

stage ("Portable Stage"), railings for the wheelchair lift ("Railings"), a wheelchair lift with electrical and enclosures, and signage, all as more particularly set forth in the Grant. The availability of the Grant is dependent on certain conditions being satisfied as more particularly described in the documents evidencing the Grant. Tenant and Landlord agree to act in good faith to comply with the Grant as set forth herein and therein.

1. Tenant has contracted for the manufacture of the Railings, and has already paid the manufacturer \$1,137.50 with respect to the Railings. The total cost of the Railings is \$3,155. Tenant shall pay the unpaid portion of the cost of the Railings of \$2,017.50 to Landlord upon execution of this Agreement, and Landlord will pay such amount directly to the manufacturer. Tenant shall be responsible for the payment of any amounts in excess of \$3,155 in connection with the Railings.
2. Tenant has already purchased the Listening Devices.
3. Tenant has purchased a portion of the components necessary in order for the Portable Stage to operable and meet Grant requirements. The City will purchase the remainder of the components for the Portable Stage. The cost of such remaining components is not expected to exceed \$14,060.33 ("Landlord's Portion of Stage Cost"). If the cost of the remaining components of the Portable Stage exceeds \$14,060.33, Tenant shall be responsible for any amounts in excess of \$14,060.33.

The full Grant in the amount of \$20,601 will be paid to the Landlord and be credited against amounts due by Tenant for the Tenant Electives, provided that in no event shall Tenant receive funds from Landlord should Grant funds exceed the amounts due for Tenant Electives. Tenant agrees that all ADA Items shall be owned by the City, and Landlord agrees that all such ADA Items shall be included with the demise of the Premises during the Term of this Lease. Notwithstanding anything to the contrary herein, Tenant shall pay to Landlord the difference in cost of any Tenant Electives that exceeds the pricing shown on Exhibit B within ten (10) days of receipt of the estimate for such increased cost item, or Landlord will proceed with a level of work within the pricing set forth in Exhibit B.

VI. RENEWAL OPTIONS: Provided (i) Tenant remains in occupancy of the Premises and (ii) no uncured event of default exists under the Lease at the time of exercise of this first option, Tenant shall have the option, exercisable at any time within one-hundred and eighty (180) days prior to the expiration of the initial Lease Term, to renew this Lease for a period of five (5) years beginning on the 1st day following the last day of the initial Lease Term and ending on the last day of the fifth anniversary thereof (the "First Option Term") on the same terms and conditions herein except that Base Rent payable during the First Option Term per Lease Year shall be TWENTY THOUSAND (\$20,000.00) DOLLARS, for the first Lease Year of the First Option Term, which amount shall be increased annually by three percent (3%).

Provided (i) Tenant remains in occupancy of the Premises and (ii) no uncured event of default exists under the Lease at the time of exercise of this second option, Tenant shall have the option, exercisable at any time within one-hundred and eighty (180) days prior to the expiration of the First Option Term, to renew this Lease for an additional period of five (5) years beginning on the 1st day following the last day of the First Option Term and ending on the last day of the fifth anniversary thereof (the "Second Option Term"), on the same terms and conditions herein, except that Base Rent payable during the Second Option Term per Lease Year shall be TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS. for the first Lease Year of the Second Option Term, which amount shall be increased annually by three percent (3%).

VII. USE: The Tenant will use and occupy the Premises for the following use or purpose and for no other use or purpose: A non-profit Art Cinema presenting top quality films that may not be readily commercially available and for other cultural offerings including but not limited to film festivals, book readings, and small cultural performances presented by the Tenant or by other groups. Included in the use is the operation of a concession stand or food stations as an amenity to the Tenant's patrons. Nothing in this agreement will prohibit Tenant from applying for and receiving the necessary licenses to dispense beer and wine should this be desired by the Tenant.

Tenant agrees that at no time during the Term hereof (and any extensions and/or renewals thereof), shall it permit any obscene performances or other obscene material to be exhibited or performed in the Art Cinema within the Premises. For the purposes hereof, the term "obscene" shall be defined in the same manner as such term is defined under applicable federal law, with the further proviso that "X" (or "XX" or "XXX") rated or similarly rated movies or other performances shall, for the purposes hereof, be deemed to be obscene. (This requirement also applies to any sub-tenant of the facility.)

Tenant agrees that it will continuously operate the Art Cinema within the Premises on a year-round basis during the entire Term hereof (and extensions and/or renewals thereof), with the exception of up to one month in each calendar year (as more particularly set forth in Section VIII below) during which the Art Cinema may be closed for renovations and other improvements. Additionally, at least 75% of the actual use of the Art Cinema, on an annual basis, shall be for motion picture showings and film festivals, with the remaining time (other than that already allocated pursuant to this Article) to be utilized for lectures, meetings, and cultural events presented by other cultural groups who will be charged affordable rental rates. The Tenant may also establish a non-subsidized rate for commercial uses. In addition, Tenant shall also implement and/or cause to have a strong children's component of high cultural caliber as part of its year-round programming.

Within forty-five (45) days after commencement of the second Lease Year, and after each Lease Year thereafter, Tenant must submit to the Landlord a written annual report detailing the programming use, rental summaries, and marketing efforts for the previous Lease Year, and providing an outline for the next Lease Year's programming. In addition, Tenant will attach one copy of the most recently submitted Internal Revenue

Service Form 990 for Nonprofit organizations, Audited Financial Statements, proof that the 501c3 status remains in good standing, and satisfaction that all maintenance and service agreements remain in effect. These materials will be forwarded to the City's Cultural Development Board for compliance review and submit findings to the City Commission as part of their official Board Minutes.

Tenant shall initially deposit all revenue, proceeds of sales, grants, donations or income or receipts of any nature or kind, derived directly or indirectly from the Art Cinema into one or more accounts maintained by the Tenant in a federally insured banking institution having an office in Miami-Dade County, Florida.

Tenant shall maintain accurate and complete records of its activities and operations relating to the Art Cinema. The Tenant agrees that the Landlord or its agents shall have access to and the right to examine, audit, excerpt, or copy at Landlord's sole cost and expense, at the Premises or such other location in Miami-Dade County, Florida as the Tenant may designate, during normal business hours and upon at least three (3) business days prior written notice, any pertinent records relating to the Art Cinema including but not limited to financial statements, invoices, documents, receipts, and costs. All expenditures by Tenant shall be supported by written documentation.

In the event that an audit is conducted with respect to Tenant by any Federal or State auditor, then the Tenant shall deliver a copy of any written results of such audit produced by such auditor to Landlord within thirty (30) days after Tenant's receipt thereof, unless otherwise provided by applicable Federal or State law. Landlord shall make a reasonable effort to maintain the confidentiality of such audit results. The foregoing shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Landlord may have by State, City, or Federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

VIII. DAYS OF OPERATION: Commencing no later than ninety (90) days after the Possession Date, Tenant shall be required to operate and be open for business to the public year-round, six (6) days a week (excluding holidays), and shall provide regular programming that is consistent with the objectives and intentions expressed in Exhibit "E" attached hereto and made a part hereof which includes Tenant's RFP response. In the event that the Tenant uses the Premises for purposes not expressly permitted herein, the Landlord may, in addition to all other remedies available to it, terminate this Lease or restrain said improper use by injunction or other similar legal process. Without the prior written consent of the Landlord, which may not be unreasonably withheld, the Premises shall never be closed for business more than two (2) weeks continuously and thirty (30) days (in the aggregate) in any Lease Year except for planned renovations or situations that would be considered "Force Majeure".

IX. RIGHTS TO THE NAME "CORAL GABLES CINEMATEQUE"; "CORAL GABLES ART CINEMA"; "PERRIN PLAZA": Landlord and Tenant recognize that the Art Cinema will be operated as the Coral Gables Art Cinema. Landlord and Tenant acknowledge that the name "Coral Gables Cinemateque" is a name owned and controlled by the Tenant and will be used in conjunction with the naming and operation of this facility during the Term of this Agreement (and any extensions and all renewals thereof).

Tenant acknowledges, agrees and will not contest Landlord's right, title, and interest to the name "Coral Gables Art Cinema" and the Landlord acknowledges Tenant's right, title and interest in the name "Coral Gables Cinemateque." All present and future distinguishing characteristics, improvements and additions to or associated with the name "Coral Gables Cinemateque" by Tenant, and all present and future service marks, trademarks, copyrights, service mark and trademark registrations now or hereafter applied for or granted in connection with the name "Coral Gables Cinemateque" (collectively, "Proprietary Marks"), shall be Tenant's exclusive property and inure to its benefit.

X. ADJOINING PLAZA AREA: Although not a part of the Premises, the Tenant shall have the right to the use of the Plaza area in front of the Premises which is indicated on the cross-hatched section of Exhibit "A" for complementary programming and activities, provided that at all times proper name credit is given to the Plaza as "Perrin Plaza", Tenant will maintain proper insurance coverage to cover the use of the Plaza when being used by Tenant or its patrons, Tenant is responsible for any damages caused to the Plaza while being used or as a result of use by the Tenant or its patrons, and further provided that the uses are not disruptive to adjacent businesses or the operation of the Garage. Because Perrin Plaza is located immediately in front of the main entrance of the Premises, Landlord will not program other uses of the Plaza without written permission of the Tenant which shall not be unreasonably withheld, conditioned or delayed.

Landlord, in its role as Landlord and not as a City, agrees that Tenant shall have the right to place up to four (4) tables with not more than four (4) chairs per table in Perrin Plaza, provided that:

- a. Tenant obtains the approval of Landlord of Tenant's plan showing the seating and the approval of the Board of Architects and all other required applicable governmental approvals;
- b. The tables and chairs are not placed in a manner which would in any way obstruct the flow of pedestrian traffic on the sidewalk;
- c. Tenant shall keep the area clean and free of dirt, rubbish or spilled food (if Tenant fails to keep the area clean as outlined herein, Tenant agrees to pay Landlord the cost of Landlord cleaning the area plus a 25% service charge);

d. Tenant shall indemnify and hold Landlord and its managing agent harmless from and against any and all claims for injury or damage resulting from the tables and chairs or any dirt, rubbish or spilled food, which indemnity shall survive expiration or earlier termination of this Lease.

XI. QUIET ENJOYMENT: Upon payment by Tenant of the Rents and other amounts herein provided, and upon the observance and performance of all terms and provisions, on Tenant's part to be observed and performed, Tenant shall, subject to all of the terms and provisions of this Lease, peaceably and quietly hold and enjoy the Premises for the Term hereby demised.

XII. INSURANCE: Tenant shall maintain at its expense throughout the Term of this Lease (and any extensions and/or renewals thereof) the insurance amounts stipulated in the City of Coral Gables Minimum Insurance Requirements as attached hereto as Exhibit "H" and made a part hereof.

A certificate or duplicate policies showing such insurance in force, including all the required endorsements, shall be delivered to Landlord prior to commencement of the Lease Term, and such insurance and updated certificates or renewed policies shall be maintained with Landlord throughout the Term of this Lease (and any extensions and/or renewals). Each such policy shall name the Landlord and/or its appointee as an additional insured and shall be non-cancelable without thirty (30) days prior notice to Landlord.

Landlord, at its cost, shall insure the Building (including the Premises), with regard to structure, roof, and major building systems on a 100% replacement cost basis, and shall cover the cost of any deductible for claims falling under such policy that are not caused directly or indirectly by Tenant, its agents, employees or contractors.

XIII. GOVERNMENTAL AND OTHER REQUIREMENTS: Tenant shall not commit any nuisance; nor permit the emission of any objectionable noise or odor, nor burn any trash or refuse within the Premises; nor make any use of the Premises or any part thereof or equipment therein which is improper, offensive, a nuisance or contrary to law.

With the exception of minor amounts of Hazardous Materials customarily and lawfully used in conjunction with the Permitted Use, Tenant, its employees, contractors, agents, and any party acting on behalf of Tenant, shall not store, use, treat, generate, or dispose of Hazardous Materials at the Premises or other property owned by Landlord. "Hazardous Material(s)" means any substance that, by itself or in combination with other materials, is either (i) generally regarded injurious to public health, safety, or the environment; or (ii) now or in the future regulated by any federal, state, or local governmental authority as potentially injurious to public health, safety, or the

environment. Tenant, its employees, contractors, agents, and any party acting on behalf of Tenant shall comply, and shall keep the Premises in compliance, with all laws and regulations relating to Hazardous Materials ("Environmental Laws"); and in addition Tenant shall:

- (i) Promptly provide Landlord with copies of any document, correspondence, report or communication, written or oral, relating to Hazardous Materials at or affecting the Premises (x) to or from any regulatory body, or (y) stating a basis for any potential liability or responsibility of Tenant, Landlord, or the Premises; including all such documents, correspondence, reports or communications prepared by or on behalf of Tenant. In addition to the above, at Landlord's request, Tenant shall provide copies of any and all records and communications whatsoever relating to Hazardous Materials at or affecting the Premises.
- (ii) Immediately notify Landlord in the event of a suspected or confirmed release of a Hazardous Material or violation of Environmental Laws at or affecting the Premises or other property owned by Landlord and caused by or related to the operations of Tenant, its employees, contractors, agents, or any party acting on behalf of Tenant and, at Landlord's sole option, either promptly remediate or correct such release or violation to Landlord's satisfaction or reimburse Landlord's cost of remediation (including reasonable attorneys' and consultants' fees); and compensate Landlord and/or third parties for all resultant damage.
- (iii) Permit Landlord reasonable access to the Premises (provided Landlord shall use reasonable efforts to minimize any interference with Tenant's use of the Premises) for the purpose of conducting an environmental audit or testing, the cost of which shall be borne by Landlord unless the results indicate activity by Tenant, its agents, servants, contractors, invitees or employees, prohibited by Environmental Laws or hereunder.
- (iv) Upon expiration or other termination of this Lease, remove all Hazardous Materials from the Premises caused by the acts or omissions of Tenant, its officers, agents, contractors, employees or invitees, and at Landlord's option cause to be performed and provided to Landlord an environmental audit of the Premises, using a consultant reasonably acceptable to Landlord, and correct, at Tenant's expense, any deficiencies caused by Tenant, its officers, agents, contractors, employees or invitees noted by the audit, which audit shall be at Landlord's cost unless the audit reveals activity caused by Tenant, its agents, servants, contractors, invitees or employees, prohibited by Environmental Laws or hereunder, in

which case Tenant shall reimburse Landlord for the cost of such audit.

The provisions regarding Hazardous Materials shall survive the expiration or other termination of this Lease.

Tenant shall faithfully observe in the use of the Premises all municipal and county ordinances, resolutions and codes and all state and federal statutes, rules and regulations now in force or which may hereafter be in force.

XIV. RELATIONSHIP OF PARTIES: Nothing herein contained to the contrary shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the computation of Rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relations between Landlord and Tenant other than the relationship of landlord and tenant. Notwithstanding the fact that the City of Coral Gables (the "City") is the Landlord under this Lease and that there exists a landlord/tenant relationship between Landlord and Tenant, Tenant acknowledges and agrees that this Lease does not grant Tenant any rights or create any exceptions to its obligation to comply with and meet the requirements of all the City's ordinances, resolutions and codes, and that the landlord/tenant relationship shall have no effect upon the jurisdiction and governing rights of the Landlord over the Garage and the Premises and Tenant shall be required to fulfill and comply with all applicable laws, rules and regulations, ordinances and resolutions of the City as though no such landlord/tenant relationship existed, including, without limitation, all requirements of the City's Building and Zoning Department or other pertinent City agencies.

XV. OPERATION, UTILITIES, MAINTENANCE AND REPAIR EXPENSES: Tenant shall be solely responsible for the installation, operation, and maintenance expenses of the Premises, including, without limitation, the cost of all HVAC maintenance and replacement after its initial installation by Landlord, heating, electricity, water, garbage, gas and waste removal, other utility expenses, janitorial service, pest control and Tenant's required insurance. In addition, Tenant shall be responsible for any and all future ad valorem taxes for the Premises (current Florida law exempts the non-profit use in municipal properties from property taxes), intangible taxes, taxes payable on the fees payable hereunder or in the interest created hereby, and any other taxes payable as a result of this Agreement. Landlord will cooperate with the Tenant to secure grant funding from non-City sources to underwrite the cost of replacement equipment that was initially installed by Landlord, provided such assistance shall not require Landlord to expend any funds. The Landlord shall be responsible for causing independent water and electric meters to be installed in order to separate Tenant's use and charges from the balance of the Garage.

Although the property is currently tax-exempt due to municipal ownership and non-profit use of the Premises, Tenant shall be responsible for and shall pay before delinquency all other municipal, county or state taxes assessed during the Term of this Lease (and any extensions and/or renewals thereof) against any occupancy interest or personal property of any kind, owned by or placed in, upon or about the Premises by the Tenant should any taxes be applied in the future. Tenant's proportionate share of lease space shall be limited to the square footage defined as the Tenant's Premises and not considered as a proportion of the entire Garage or other Common Areas generally considered as part of the building or property. The Tenant shall have the right to contest, at its sole expense, from time to time, any taxes or tax assessments levied against the Premises by legal proceedings; provided, however, that such protest is made in accordance with applicable law and that all such taxes or assessments are paid as and when due pursuant to such legal proceedings and further provided that the Landlord is held harmless by the Tenant in connection with such tax contest.

Tenant, at its sole cost and expense, during the entire Lease Term (and any extensions and/or renewals thereof), shall be responsible for the repair, maintenance and replacement of the interior of the Premises, including, without limitation, all walls, plumbing, electricity, fixtures and all other appliances and equipment of every kind and nature and any mechanical systems servicing the Premises. In addition, Tenant shall be required to obtain and maintain, at Tenant's expense, an up-to-date HVAC service agreement and provide a copy to the Landlord annually when rent is due.

Notwithstanding the foregoing, Landlord agrees to make any and all repairs required to the exterior walls, the foundation and structural portions of the Premises. Landlord shall have thirty (30) days after receipt of written notice from Tenant to perform such repairs of the items described in the foregoing sentence, or such additional time as may be reasonably required considering the nature and/or scope of the repair.

Tenant, at Tenant's own expense, will keep and maintain the Premises continuously in a neat and attractive manner, in good order and repair and in tenantable condition during the Term (and any extensions and/or renewals thereof).

Without the prior written consent of the Landlord, which shall not be unreasonably withheld, the Tenant shall make no alterations, additions or improvements of a structural nature in or to the Premises. All additions, fixtures, carpets, and improvements shall be and remain a part of the Premises at the expiration or earlier termination of this Lease.

It is further agreed that this Lease is made by the Landlord and accepted by the Tenant with the distinct understanding and agreement that the Landlord shall have the right and privilege to make and build additions to the Garage of which the Premises are a part, and make such alterations and repairs to said Garage as it may deem wise and advisable without any liability to the Tenant therefor. The Landlord agrees to exercise efforts to avoid unreasonably disturbing the Tenant or the Premises during any such alterations or repairs and to provide reasonable prior notice of these repairs unless they

are emergency in nature in which case no notice shall be required. In addition, Landlord agrees to provide a temporary, prorated reduction in Rent should Tenant have to temporarily close the Premises while such repairs are taking place.

XVI. MECHANICS' LIENS: Tenant shall keep the Premises and all parts thereof at all times free of mechanics' liens and any other lien for labor, services, supplies, equipment or material purchased or procured, directly or indirectly, by or for Tenant. Tenant further agrees that Tenant will promptly pay and satisfy all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and will indemnify Landlord against all expenses, costs and charges, including bond premiums for release of liens and attorneys' fees and costs reasonably incurred in and about the defense of any suit in discharging the Premises, the Garage, or any part thereof from any liens, judgments, or encumbrances caused or suffered by Tenant. In the event any such lien shall be made or filed, Tenant shall bond against or discharge the same within ten (10) days after the same has been made or filed. It is understood and agreed between the parties hereto that the expenses, costs and charges above referred to shall be considered as rent due and shall be included in any lien for rent.

The Tenant herein shall not have any authority to create any liens for labor or material on the Landlord's interest in the Premises and all persons contracting with the Tenant for the construction or removal of any facilities or other improvements on or about the Premises, and all materialmen, contractors, mechanics, and laborers are hereby charged with notice that they must look only to the Tenant and to the Tenant's interests in the Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Tenant regardless whether Landlord has approved or consented to such work or improvements, and Tenant hereby agrees to notify such persons or entities in writing of the provisions hereof prior to the commencement of any such work or improvements. Landlord and Tenant further agree to execute, acknowledge and record in the Public Records of Miami-Dade County, Florida, a notice pursuant to Section 713.10, Florida Statutes.

XVII. LOSS; DAMAGE: Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, gas, electricity, water, rain or leaks from any part of the Garage or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by dampness, humidity or by any other cause or nature whatsoever, unless caused specifically by the storm water drain off for the Building that is situated in the Premises or due to the gross negligence of Landlord, its agents, or employees; nor shall Landlord or its agents be liable for any such damage caused by other tenants or persons in the Garage or caused by construction of any private, public or quasi-public work; nor shall Landlord be liable for any latent defect in the Premises. Tenant shall give immediate notice to Landlord in case of fire or accidents in the Premises or in the Garage or of defects therein or in any fixtures or equipment located therein. Landlord shall not be responsible or liable for the theft, loss or damage to person or property in, on or about the Premises or the Garage.

XVIII. ESTOPPEL STATEMENT: Tenant agrees that from time to time, upon not less than ten (10) days prior request by Landlord, Tenant will deliver to Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the rent and other charges have been paid; (c) that Landlord is not in default under any provisions of this Lease, or, if in default, the nature thereof in detail; and (d) other matters reasonably requested by Landlord.

XIX. SUBORDINATION OF LEASE; ATTORNMENT; NON-DISTURBANCE: This Lease is subject and subordinate to any and all mortgages now or hereafter encumbering the Garage, and to any renewals, extensions and/or modifications thereof, and in the event Landlord's interest in the Premises is transferred by reason of foreclosure or other proceeding for enforcement of any such mortgage, Tenant agrees to attorn to and recognize the rights of the transferee of Landlord's interest in the Premises as if such transferee were the Landlord under this Lease. This provision shall be self-operative without the execution of any further instruments. Notwithstanding the foregoing, however, Tenant hereby agrees to execute any instrument(s) which Landlord may deem desirable to further evidence such attornment and the subordination of this Lease to any and all such mortgages. At the option of the holder of any such mortgage, upon written notice to Tenant, Tenant will simultaneously give to such holder a copy of any and all notices to Landlord and such holder shall have the right (but not the obligation) to cure or remedy any default of Landlord during the period that is permitted to Landlord hereunder to cure such default plus an additional thirty (30) days, and Tenant will accept such curative or remedial action (if any) taken by Landlord's mortgagee with the same effect as if such action had been taken by Landlord. Tenant further agrees to execute any reasonable modification(s) of this Lease requested by any such mortgagee.

Landlord shall cause the holder of any mortgage now or hereafter encumbering the Premises to enter into a Subordination, Attornment and Non-Disturbance Agreement which shall be in form acceptable to the holder of such mortgage.

XX. ASSIGNMENT: Without the written consent of Landlord which may not be unreasonably withheld and provided the prospective tenant (i) is a non-profit cultural entity; (ii) has a net worth and financial strength equal to or better than that of the Tenant; (iii) has the operational experience, business acumen and industry reputation to operate a high quality cultural establishment similar to that operated by the Tenant in the Premises; (iv) and delivers a true and correct copy of such assignment (including assignee's assumption of all obligations of Tenant under this Lease) or sub-lease to Landlord within five (5) business days after its execution, which proposed assignment or sublease shall by its terms be subject to the prior written approval of Landlord, Tenant shall not, directly or indirectly, assign, transfer, mortgage, pledge or otherwise encumber or dispose of this Lease or sublet the Premises or any part thereof or permit

the Premises to be occupied by other persons. In approving an assignment, the Landlord may at its sole option apply a new rent schedule. In the case of a subletting, Landlord's consent may be predicated, among other things, upon Landlord becoming entitled to collect and retain all rentals payable under the sublease. If this Lease is assigned, or if the Premises or any part thereof are sublet or occupied by anybody other than Tenant without the prior written consent of Landlord, the Landlord may, collect or accept Rent from the assignee, subtenant, or occupant and apply the net amount collected or accepted to the Rent herein reserved, but no such collection or acceptance shall be deemed a waiver of this covenant or the acceptance of the assignee, subtenant, or occupant as Tenant, nor shall it be construed as or implied to be, a release of the Tenant from the further observance and performance by the Tenant of the terms, provisions, covenants and conditions herein contained.

Change in the President or Chief Executive Officer of a not-for-profit Tenant and/or change in the power to control the Board of Directors of such Tenant shall be deemed an assignment of the Lease.

Change in the ownership (legal or equitable) of and/or power to vote or control 50% or more of the stock or other capital or ownership interest, whether such change in ownership is by sale, assignment, or operation of law, shall be deemed an assignment of the Lease.

XXI. INDEMNITY, HOLD HARMLESS OF LANDLORD: In consideration of the Premises being leased to Tenant for the above Rent, Tenant agrees that Tenant, at all times, will indemnify and hold harmless Landlord from all claims, demands, fines, suits, actions, proceedings, order, decrees and judgments of any kind or nature by, or in favor of, anyone whomsoever, and against and from any and all costs, damages and expenses, losses, liabilities, including, without limitations, attorney's fees and court costs (and at trial and all other levels) resulting from, or in connection with, loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of, or from, or on account of, any accident or other occurrence in, upon, at or from the Premises, or occasioned in whole or in part through the use and occupancy of the Premises or any improvements therein or appurtenances thereto, or by any act or omission of Tenant, or its employees, agents, contractors, invitees, guests or patrons, in, upon, at or from the Premises or its appurtenances. Landlord shall not be liable to Tenant for any damages, losses or injuries to the employees, agents, contractors, invitees, guests or patrons of Tenant or property of Tenant which may be caused by the acts, neglect, omissions or faults of any persons or entities, except when such injury, loss or damage results from the gross negligence of Landlord, its agents or employees. All personal property placed or moved into the Premises shall be at the risk of Tenant or the owner thereof, and Landlord shall not be liable to Tenant for any damage to said personal property. Tenant agrees to waive any rights of subrogation against Landlord for any injury or damage to persons or property.

In case Landlord shall be made a party to any litigation commenced against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs,

expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation and any appeal thereof.

In the event any such claim, cost or damage results from the breach, violation or alleged violation of any Environmental Laws, the foregoing indemnification and hold harmless agreement shall include, without limitation, indemnification against all costs in law or in equity of removal, response, investigation, or remediation of any kind, and disposal of such Hazardous Substances as necessary to comply with Environmental Laws, all costs associated with any corrective action work, all costs associated with claims for damages to persons, property, or natural resources, any loss from diminution in the value of the Landlord's interest in the Premises and/or Garage, and Landlord's reasonable attorneys' fees and consultants' fees, court costs, and expenses incurred in connection therewith.

XXII. CASUALTY: If (a) any improvements on the Premises shall be destroyed or damaged in whole or in part during the Lease Term (and any extensions and/or renewals thereof) (i) and the restoration of such improvements is Landlord's obligation and, to the extent permitted by law, the cost thereof exceeds the amount of Landlord's insurance required to be maintained pursuant to this Agreement or (ii) such destruction or damage is a result of the gross negligence or willful misconduct of Tenant or any person occupying the Premises under Tenant and Landlord is denied coverage under its insurance based on such fact, or (b) if more than thirty percent (30%) of the Garage should be destroyed or damaged, then Landlord shall have the option of terminating this Lease, such termination right to be exercised within one hundred and eighty (180) days from the casualty or such right to terminate shall be deemed waived if not exercised within such one hundred and eighty (180) day period. In the event of damage or destruction of the Garage or the Premises, subject to Landlord's right to terminate this Lease pursuant to the foregoing, Landlord shall at its own expense promptly repair, rebuild, restore, or reconstruct the Garage including the structural portions of the Premises, including, without limitation, the roof and major building systems serving the Premises, but only to the extent of the insurance proceeds available therefor; provided, however, that in the event that insurance proceeds do not permit substantial restoration of the Premises and Landlord elects not to substantially restore the Premises as a result thereof, Tenant may elect within ten (10) days after notification that the Premises shall not be substantially restored, to terminate this Lease. In the event that Landlord does not elect to terminate the Lease, then Tenant shall at its own expense promptly repair, restore, or reconstruct the non-structural portions of the Premises including, without limitation, all interior walls, ceilings, and flooring. Tenant shall have the right to use for such purposes the proceeds of any hazard insurance policy(ies) maintained by Tenant for the Premises, however, Tenant shall be responsible for any amounts not covered by Tenant's insurance coverage. If Tenant fails, within sixty (60) days following written notice from Landlord, to commence such repair, restoration or reconstruction or fails thereafter diligently to prosecute the same to completion, then upon written notice to Tenant, Landlord shall have the right (but not the obligation) to assume full and exclusive control of Tenant's insurance proceeds and

cause such repair, restoration or reconstruction to be done; provided, however that Tenant shall have such additional reasonable time as is necessary in order to coordinate its reconstruction efforts with any reconstruction being or to be done by Landlord. Tenant hereby expressly authorizes Landlord to enter the Premises for such purposes and Tenant agrees that such entry by Landlord shall have no other legal consequences. If the damage or destruction resulted from the gross negligence or willful misconduct of Tenant or any person occupying the Premises under Tenant, then all costs and expenses incurred in accomplishing repairs, restoration or reconstruction in excess of the insurance proceeds available therefor (if any) pursuant to the insurance Landlord is required to carry pursuant to this Lease shall be paid by Tenant, and if Landlord shall advance any sums for such excess costs and expenses, then Tenant shall repay and reimburse Landlord therefor promptly upon demand and said sums shall be considered as additional Rent due and shall be included in any lien for Rent. Rent shall not abate as a result of any casualty, it being understood and agreed that the Tenant, at its discretion, cost and expense, shall procure sufficient business interruption insurance; provided, however, after the expiration of the business interruption coverage maintained by Tenant as required by Section XII of this Lease, Rent shall abate proportionally to the portion of the Premises, if any, rendered untenable from the date of the casualty until Landlord's repairs have been completed plus a ninety (90) day period during which Tenant shall complete its restoration. Nevertheless, to the extent that any of the above-described property damage is covered by valid, collectible insurance, the Landlord hereby waives on behalf of itself and its insurers any subrogation rights against the Tenant, and the Tenant likewise agrees to waive on behalf of itself and its insurers any subrogation rights against the Landlord. In no event shall Landlord be liable for damage to or replacement or repair of Tenant's personal property, trade fixtures or inventory.

XXIII. CONDEMNATION: In the event that the Premises or any material part thereof is taken for any public or quasi-public use by condemnation or by right of eminent domain, or purchase in avoidance or settlement of a condemnation or eminent domain proceeding, Landlord and Tenant agree that this Lease shall be cancelled, and Rent shall abate as of the date of taking. In the event a material portion of the Garage (but not the Premises) is taken for any public or quasi-public use by condemnation or similar proceeding or purchase in accordance thereof, then only Landlord shall have the option to cancel this Lease; provided, however, that if such taking denies any and all alternative means of access to the Premises, Tenant shall have the right to terminate the Lease. Any and all condemnation awards shall be the property of the Landlord; provided, however, that Tenant shall be entitled to pursue a specific award to the extent of the value of its business, its fixtures and improvements.

XXIV. DEFAULT: If any one or more of the following events (herein sometimes called "events of default") shall happen:

- (A) if default shall be made in the payment of any Rent or other charges herein reserved upon the date the same become due and payable and such

default continues for a period of thirty (30) days after written notice thereof from Landlord to Tenant; or

- (B) if default shall be made by Tenant in the performance of, or compliance with, any of the covenants, agreements, or terms or conditions contained in this Lease (including, but not limited to, Landlord's requirement that Tenant maintains its 501c3 status) or default be made by Tenant in compliance or non-compliance with any and all municipal or county ordinances, resolutions or codes and all state and federal statutes, rules and regulations now in force or which may hereafter be in force, and such default shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant; provided, however, that if Tenant is unable to cure such default within such ten (10) day period and such default results solely from the failure to obtain a building permit after diligent effort and such need for a building permit is not the result of any actions of Tenant, then, and in that event, Tenant shall have such additional reasonable time as is necessary; or
- (C) if Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other debtor's relief statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of Tenant's properties or of the Premises; or
- (D) if within ninety (90) days after commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other debtor's relief statute or law, such proceeding shall not have been dismissed, or stayed on appeal, or if, within ninety (90) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of all or any substantial part of Tenant's properties or of the Premises, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within ninety (90) days after the expiration of any such stay such appointment shall not have been vacated; or
- (E) if the Premises shall be seized under any levy, execution, attachment or other process of court and the same shall not be promptly vacated or stayed on appeal or otherwise, or if the Tenant's interest in the Premises is sold by judicial sale and the sale is not promptly vacated or stayed on appeal or otherwise; or

(F) If Tenant:

- (1) fails to take possession and open for business within 180 days after the Rent Commencement Date unless the delay was the exclusive cause of the Landlord, or
- (2) should vacate, abandon, or desert the Premises, or
- (3) ceases the continual operation of Tenant's business therein for fifteen (15) continuous days and thirty (30) days (in the aggregate) in any one year during the Lease Term, noting that Sundays and holidays are excluded from this provision,

then in any such event Landlord may at any time thereafter terminate this Lease and retake possession, declare the balance of the entire rent for the entire rental term of this lease to be immediately due and payable (in which event Lessor may then proceed to collect all of the unpaid rent called for by this Lease by distress or otherwise), or pursue any other remedy afforded by law or equity, provided that such default and all other defaults at the time existing have not been fully cured, and all expenses and costs incurred by the Landlord, including reasonable attorneys' fees and court costs, at trial and all appellate levels, in connection with enforcing this Lease, shall not have been fully paid. Any such termination shall apply to any extension or renewal of the Term herein demised, and to any right or option on the part of the Tenant that may be contained in this Lease. Nothing herein contained shall be construed as precluding the Landlord from having such remedy as may be and become necessary in order to preserve the Landlord's right or the interest of the Landlord in the Premises and in this Lease, even before the expiration of the grace or notice periods provided for in this Lease, if under particular circumstances then existing the allowance of such grace or the giving of such notice will prejudice or will endanger the rights and estate of the Landlord in this Lease or in the Premises. All rights and remedies granted in this Lease to Landlord or available at law or equity shall be cumulative and not mutually exclusive. In addition to all rights and remedies set forth in this Lease in the event of a default by Tenant, Landlord shall upon any default by Tenant resulting in the termination of this Lease, have the right to the ownership of all Furnishings and Equipment within the Premises required to operate a fully equipped art cinema, except for artifacts, artwork, movie memorabilia, posters, books and films that are placed on the Premises from donors who have indicated on the form attached hereto as Exhibit I that they are donating such items to Coral Gables Cinemateque, Inc. without the expectation that such items remain at the Premises (collectively the "Excluded Items"). Upon Landlord's request from time to time, Tenant shall provide Landlord with a list of the Excluded Items. Notwithstanding anything to the contrary in this Lease, Landlord shall not have a lien on Excluded Items. Tenant expressly waives any and all rights of redemption granted by or under any present or future laws

XXV. LIEN FOR PAYMENT OF RENT: Tenant hereby pledges and assigns to Landlord as security for the payment of any and all Rent and other sums or amounts provided for herein, all of the permanent improvements, furniture, fixtures, equipment, goods and chattels of Tenant which shall or may be brought or put on or into the Premises, and Tenant agrees that said lien may be enforced by distress, foreclosure or otherwise, at the election of the Landlord.

XXVI. WAIVER OF DEFAULT: Failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law and/or in equity.

No waiver of any term, provision, condition or covenant of this Lease by Landlord shall be deemed to imply or constitute a further waiver by Landlord of any other term, provision, condition or covenant of this Lease and no acceptance of Rent or other payment shall be deemed a waiver of any default hereunder.

XXVII. RIGHT OF ENTRY: Landlord, or any of its agents, shall have the right to enter the Premises during all reasonable hours and after twenty-four (24) hours notice to Tenant (except in the event of an emergency, to be determined in Landlord's sole discretion, in which event no notice shall be required) to examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of the Garage, or to otherwise exhibit the Premises to third parties, including, without limitation, mortgagees, insurance examiners and building inspectors. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease. Landlord and Tenant agree that to the extent there is any restriction on Landlord's right of entry to the Premises apply solely to Landlord in its capacity as a landlord and do not apply to Landlord in its capacity as a municipality with jurisdiction over the Premises and the property where it is located.

XXVIII. INSURANCE PREMIUMS: If Landlord's insurance premiums for any separate insurance carried by Landlord exceed the standard premium rates for similar property because the nature of Tenant's operation results in extra hazardous exposure, then Tenant shall reimburse Landlord, immediately upon receipt of appropriate invoices from Landlord, for such increase in premiums. It is understood and agreed between the parties hereto that any such increase in premiums shall be considered as rent due and shall be included in any lien for Rent.

XXIX. NOTICE: Any notice to be given Landlord as provided for in this Lease shall be in writing and shall be sent to Landlord by United States certified mail, postage prepaid, return receipt requested, addressed to Landlord at Landlord's office at the address set forth on page 1 hereof, or hand delivered or sent via courier to Landlord at such office. Any notice to be given Tenant under the terms of this Lease shall be in writing and shall be sent by United States certified mail, postage prepaid, return receipt

requested, or hand delivered to the Tenant at the Premises (except that prior to commencement of the Term, notices to the Tenant shall be sent to the address set forth on page 1 hereof). Either party, from time to time, by such notice, may specify another address to which subsequent notice shall be sent. Any notice given by mail shall be deemed given three (3) days following the date of mailing.

XXX. PARKING: Tenant and Landlord acknowledge that the Premises are located at the ground floor of a City Public Parking Garage. Because the nature of Tenant's business, Tenant will have the right to purchase up to 10 (ten) nontransferable monthly permit parking spaces in the Museum Parking Garage at a discounted rate of fifty percent (50%) of the standard monthly permit parking rate in the Museum Parking Garage at any time during the term of this Lease, and the option terms, provided the purchase follows the City's established monthly calendar. While Tenant may purchase additional monthly parking permits, if available, the additional permits will be sold at a non-discounted, standard rate. Patrons of the Art Cinema shall have the option to park in the Museum Parking Garage at a discounted rate of fifty percent (50%) of the standard hourly rate for up to three (3) hours. The City of Coral Gables Parking Department will implement a system to effectuate this consumer validation, and Tenant may propose suggested mechanisms for such system. As the initial system, Tenant shall collect the discounted parking fees from its patrons and shall indicate in their movie stubs whether a parking fee has been collected. Landlord shall accept Tenant's movie stubs indicating that a parking fee has been paid in full satisfaction of the parking fee due for up to three (3) hours a day. Tenant shall deliver all parking fees collected from its patrons to Landlord on a monthly basis at the same time that Tenant pays the Base Rent. Upon thirty (30) days written notice to Tenant, Landlord may change the mechanism of the validation program to another administration system and will consider Tenant's concerns, if any, with regard to such change. Tenant agrees that Tenant's employees will not be allowed to take advantage of the validation privilege and if such abuse happens, the Landlord will no longer offer this participation incentive.

XXXI. SURRENDER: CONDITION OF PREMISES ON TERMINATION OF LEASE: HOLDOVER RENT: Tenant agrees to surrender to Landlord, at the end of the Term (and any extensions and/or renewals thereof) of this Lease and/or upon any cancellation or early termination of this Lease, the Premises in as good condition including all Furnishings and Equipment so that it can continue to operate, fully equipped, as an art cinema.

Without limiting Landlord's rights and remedies, if Tenant holds over in possession of the Premises after the expiration of the Term or earlier termination thereof (and any extensions and/or renewals thereof), Tenant shall pay Landlord two hundred percent (200%) of the amount of Rent then applicable.

No receipt of money by Landlord from Tenant after termination of this Lease or the service of any notice of commencement of any suit or final judgment for possession

shall reinstate, continue or extend the Term of this Lease or affect any such notice, demand, suit or judgment.

No act or thing done by Landlord or its agents during the Term (and any extensions and/or renewals thereof) hereby granted shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it be made in writing and signed by a duly authorized officer or agent of Landlord.

XXXII. SIGNS: Landlord shall have the right to install signs on the interior or exterior of the Garage and on the exterior of the Premises, and Landlord shall also have the right to change the Garage's name or street address. Tenant shall be entitled to place signs for purposes of advertising the Premises on the exterior of the Garage facade above the Premises, the interior of the Premises and in the Kiosk situated in Perrin Plaza and reflected Exhibit "A" hereto; provided, however, that such signs comply with all requirements of municipal and county governmental requirements. Should the Tenant elect to use the Kiosk, Tenant will have the sole responsibility for maintenance, upkeep and insurance of same.

XXXIII. TRIAL BY JURY: It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, and Tenant's use or occupancy of the Premises. Tenant further agrees that the provisions for payment of Rent herein are independent covenants of Tenant and Tenant shall not interpose any noncompulsory counterclaim in a summary proceeding or in any action based upon non-payment of Rent or any other payment required of Tenant hereunder.

XXXIV. INVALIDITY OF PROVISION: If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law. This Lease shall be construed in accordance with the laws of the State of Florida, and venue shall be in Miami-Dade County.

XXXV. TIME OF ESSENCE: It is understood and agreed between the parties hereto that time is of the essence of all the terms and provisions of this Lease.

XXXVI. SUCCESSORS AND ASSIGNS: All terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns.

XXXVII. ATTORNEYS' FEES: If either party defaults in the performance of any of the terms or provisions of this Lease and by reason thereof the other party employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon defaults, then in any of said events the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and all expenses and costs incurred by the prevailing party pertaining thereto (including costs and fees relating to any appeal) and in enforcement of any remedy.

XXXVIII. MISCELLANEOUS: The terms Landlord and Tenant as herein contained shall include singular and/or plural, masculine, feminine and/or neuter, heirs, successors, personal representatives and/or assigns wherever the context so requires or admits. The terms and provisions of this Lease are expressed in the total language of this Lease and the Article or article headings are solely for the convenience of the reader and are not intended to be all-inclusive and shall not be deemed to limit or expand any of the provisions of this Lease. Any formally executed addendum or rider to or modification of this Lease shall be expressly deemed incorporated by reference herein unless a contrary intention is clearly stated therein. Anything herein to the contrary notwithstanding, Landlord shall not be or be deemed to be in default hereunder unless it has failed to cure its default within a reasonable time following its receipt of notice thereof. All exhibits attached to this Lease are hereby incorporated in and made a part hereof. Neither this Lease nor any memorandum or short form thereof shall be recorded in the Public Records of Miami-Dade County, Florida.

XXXIX. EFFECTIVE DATE: Submission of this instrument for examination does not constitute an offer, right of first refusal, reservation of or option for the Premises or any other space or premises in, on or about the Garage. This instrument becomes effective as a Lease upon execution and delivery by both Landlord and Tenant.

XL. BROKERAGE: Tenant represents and warrants that it has dealt with no broker, salesman, agent or other person in connection with this transaction and that no broker, salesman agent or other person brought about this transaction, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, salesman, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction. The provisions of this Article shall survive the termination of this Lease.

XLI. FORCE MAJEURE: The term "force majeure" as used in this Lease shall mean "Acts of God", labor disputes (whether lawful or not.), material or labor shortages, restrictions by any governmental or utility authority, civil riots or floods.

XLII. TENANT'S AUTHORITY TO EXECUTE LEASE: Tenant is a not-for-profit corporation organized and existing under the laws of the State of Florida and its current registration status is active and in good standing. Attached hereto as Exhibit "G" is a true, complete and correct copy of Tenant's Articles of Incorporation. Tenant has filed, or will file, an application for a Section 501(c)(3) tax exempt organization under the Federal Internal Revenue Code and applicable regulations thereunder and the

application must be awarded and in good standing as a condition precedent to Possession as noted in Section IV. Attached hereto as Exhibit "F" is proof of the tax-exempt status of the Tenant. Upon receipt of the 501(c)(3) designation, annual proof of said status will be submitted by Tenant to Landlord together with the Audited Financial Statement and Rent payment at the time set forth in Section VII hereof. Simultaneously with the execution of the Lease, Tenant shall deliver to Landlord a certified resolution of the Board of Directors of Tenant authorizing the execution and delivery of the Lease by Tenant and the performance of Tenant's obligations hereunder.

XLIII. RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

XLIV. ENTIRE AGREEMENT: This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed and sealed by Landlord and Tenant. No surrender of the Premises, or of the remainder of the Term of this Lease (and any extensions and/or renewals thereof), shall be valid unless accepted by Landlord in writing. Tenant acknowledges and agrees that Tenant has not relied upon any statement, representation, prior written or prior or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

XLV. CERTIFICATION. Tenant certifies that it is not acting directly or indirectly for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and that it is not engaged in this transaction, directly or indirectly on behalf of any such person, group, entity or nation. Tenant agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

XLVI. LESSOR'S CONTROL OF LAWSUITS. The parties agree that in any lawsuit brought in Landlord's name or defended in Landlord's name, Landlord must retain all final control and authority of the lawsuit. Therefore, in any such lawsuit, Landlord retains full control of the lawsuit, including full authority to determine what legal actions or positions may be asserted to the courts in the name of Landlord and the full authority to settle or compromise any claim on behalf of Landlord. Tenant agrees that its responsibilities under this Agreement continue in full force and effect regardless of any decision of Landlord in this regard.

XLVII. DRAFTING OF LEASE: The drafting and negotiation of this Lease have been participated in by each of the parties, and for all purposes, therefore, this Lease shall be deemed to have been drafted jointly by each of the parties.

XLVIII. COUNTERPARTS: This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute but one and the same instrument.

XLIX. SURVIVAL. All provisions of this Lease intended by their terms to survive expiration or earlier termination of this Lease shall survive including, but not limited to all indemnification obligations contained herein.

XLX. ESTOPPEL. Tenant acknowledges that as of the date hereof, it has no claims, counterclaims, defenses or set offs against Landlord arising in connection with the Lease or Tenant's occupancy of the Premises. Landlord acknowledges that as of the date hereof, it has no claims, counterclaims, defenses or set offs against Tenant arising in connection with the Lease or Tenant's occupancy of the Premises.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Lease in several counterparts each of which shall be deemed an original, but all constituting a single agreement, at Miami-Dade County, Florida, as of the day and year first above written.

Approved as to form and legal sufficiency

LANDLORD:

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

Elizabeth M. Hernandez, Esq.
City Attorney

By _____
Patrick Salerno, City Manager

ATTEST:

Walter J. Foeman, City Clerk

TENANT:

Coral Gables Cinemateque, Inc.

ATTEST:

By: _____
Name: _____
Title: _____

Secretary

(Corporate Seal)

EXHIBIT "A"

**LEGAL DESCRIPTION OF BUILDING AND
FLOOR PLAN OF TENANT PREMISES**

3,858 sq. ft. plus 1,922 sq. ft. of a private mezzanine, in the westernmost 60 linear feet of the City of Coral Gables Parking Garage located at 250 Aragon Avenue, known as the Museum Garage, with the legal description of Coral Gables Section K PB 8-33 Lots 10 through 20, Block 37. The space will have a retail address of 260 Aragon Avenue.



ARCHITECTS
 1000 PERRIN PLAZA
 CORAL GABLES, FLORIDA

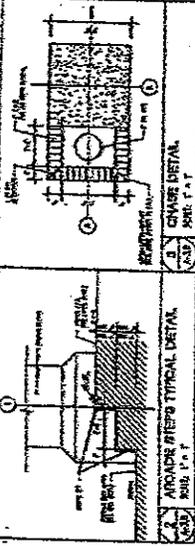


ENGINEERS
 1000 PERRIN PLAZA
 CORAL GABLES, FLORIDA

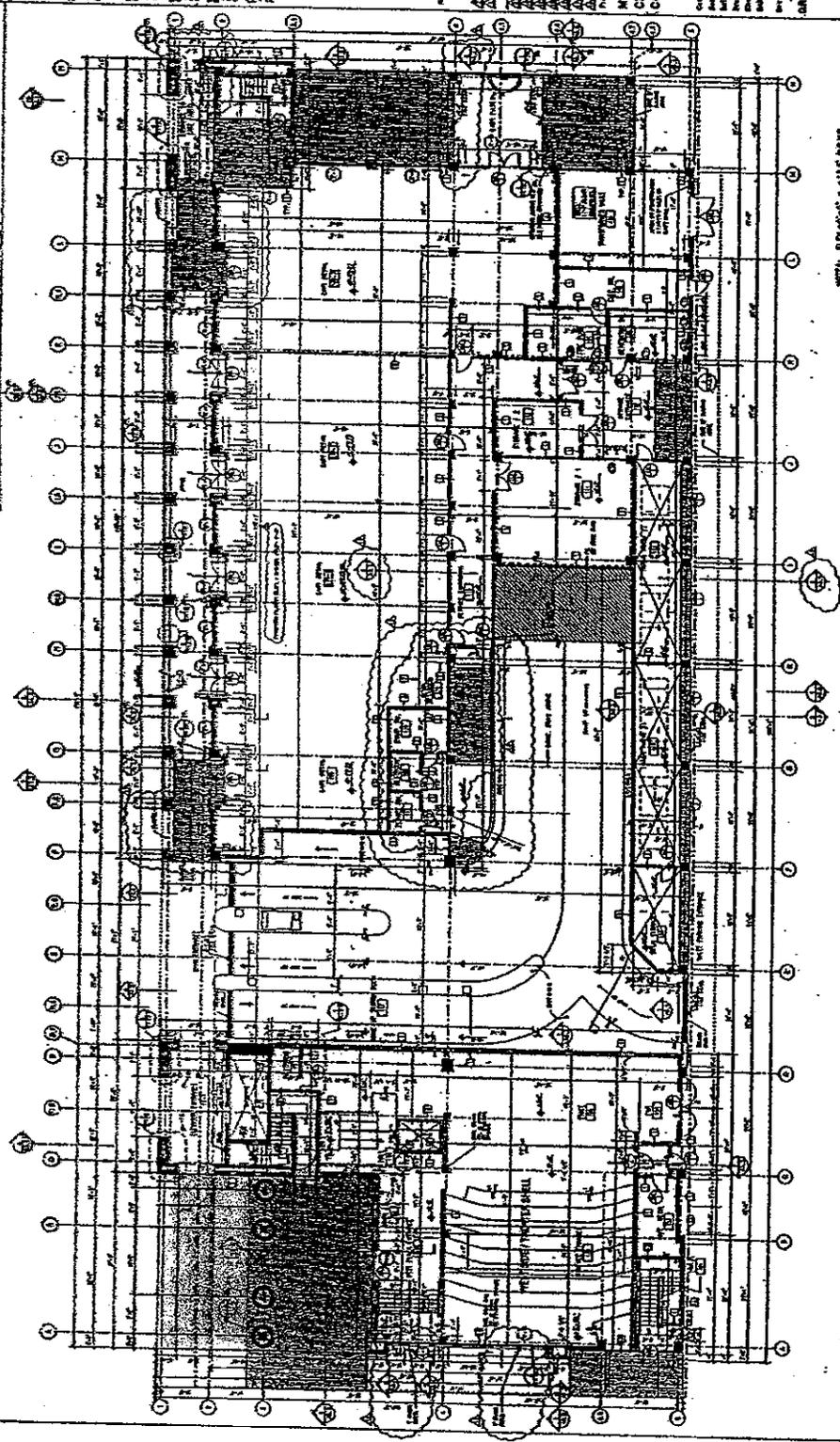


MURKIN GARAGE
 CITY OF
 CORAL GABLES

OWNER: CITY OF CORAL GABLES
 ARCHITECT: ARCHITECTS
 ENGINEER: ENGINEERS
 DATE: 1934



1000 = Perrin Plaza
 = Cinema



NOTE: DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.

GROUND FLOOR PLAN
 SCALE 1/8" = 1'-0"

A-3.0



PERKINS+WILL
A BENTLEY SYSTEMS COMPANY
300 N. LAUREL AVENUE
CHICAGO, IL 60610
TEL: 312.344.4000
WWW.PW.COM



CITY OF CHICAGO
DEPARTMENT OF CITY PLANNING
300 N. LAUREL AVENUE
CHICAGO, IL 60610
TEL: 312.344.4000
WWW.CITYOFCHICAGO.IL.GOV



Project Name
Drawing Title
Drawing Number
Drawing Date
Drawing Scale
Drawing Author
Drawing Checker
Drawing Approver

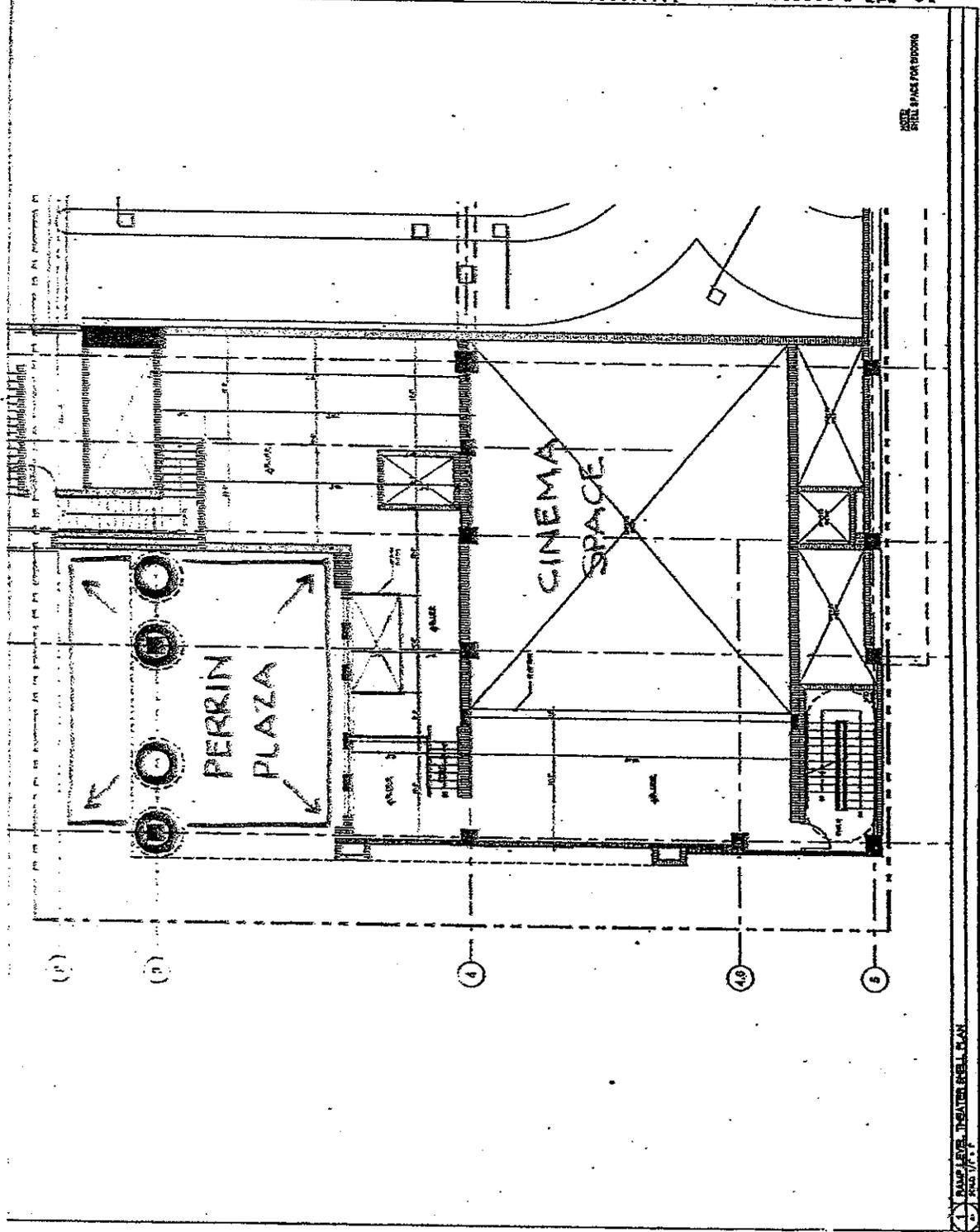
MUSEUM GARAGE
CITY OF CHICAGO
CRIMINAL GARAGE

Project Name
Drawing Title
Drawing Number
Drawing Date
Drawing Scale
Drawing Author
Drawing Checker
Drawing Approver

RAMP LEVEL
THEATER
SHELL PLAN

CONSTRUCTION SET
Sheet No.

A-



SEE SHEET SPACE FOR ELEVATIONS

RAMP LEVEL - THEATER SHELL PLAN
Scale: 1/8" = 1'-0"

EXHIBIT "B"
BUILDING IMPROVEMENTS

Landlord agrees to build out and improve the Premises generally in accordance with the plans set forth in Exhibit C attached to this Lease, and made a part thereof. The Building Improvements, which the City will be required to complete will include the following:

	Description	Complete
Division 1 General Requirements	Temporary Facilities and Controls Supervision/Project Management Insurance & Bond Testing Lab	
Division 2 Site Work	Soil Treatment	Complete
Division 3 Concrete	Concrete Reinforcing Steele/Mesh & Accessories Concrete Pump Concrete Finishing	Complete
Division 5 Metals	Railings	
Division 6 Wood & Plastics	Rough Carpentry New Concrete Stairs	Complete
Division 7 Thermal & Moisture Protection	Building Insulation Firestopping & Joint Sealants	Complete
Division 8 Doors & Windows	Door Frames & Hardware Access Doors Windows	Complete except for some adjustments to door closers and weather stripping on exit door to alley
Division 9 Finishes	Resilient Wall Base Finished Drywall Acoustical Ceilings	Complete
Division 10 Specialties	Bathroom Accessories Toilet partitions Signage Fire Extinguishers & Cabinets	Complete except for ADA signs included with wheelchair lift in Tenant Electives
Division 15 Mechanical	Plumbing HVAC Fire Protection	
Division 16 Electrical	Electrical & Fire Alarm	Complete except for final Fire Alarm testing to include elevator

The cost of the Building Improvements, including overhead, shall be included in Landlord's Funds.

EXHIBIT "B-1"
TENANT ELECTIVES

WORK PERFORMED BY LANDLORD AT TENANT'S COST

DESCRIPTION	COST	Completed to date
Wheelchair Lift and Railings/Ramp/ADA		
Wheelchair Lift	\$22,000.00	\$6,528.00
Electrical	\$4,000.00	\$3,000.00
Enclosure	\$5,800.00	\$5,800.00
Carpet and Tile		
Tile	\$9,000.00	\$9,000.00
Cabinetry and Stone Counter Tops		
Projection Rm Counter Top	\$440.00	\$440.00
Bathrooms Stone Counter Tops	\$1,460.00	\$1,460.00
Ticket Booth 104, Storage 104A & Office 202		
Partitions and Drywall	\$9,000.00	\$9,000.00
Doors/Hardware	\$2,000.00	\$2,000.00
Electrical/Fire Alarm	\$3,000.00	\$3,000.00
Air Conditioning	\$1,190.00	\$1,190.00
Counter Top	\$500.00	\$500.00
Concession 102 and Concession/Backroom 103		
Partitions and Drywall	\$5,300.00	\$5,300.00
Doors/Hardware	\$1,200.00	\$1,200.00
Electrical/Fire Alarm	\$4,200.00	\$4,200.00
Plumbing	\$6,300.00	\$6,300.00
Exhaust Fan	\$2,200.00	\$2,200.00
Total	\$77,590	\$61,118.00

Additional items for ADA Grant:

ADA Assistive Listening Devices	\$933.00	\$1650
ADA Portable Stage	\$19,760	\$5,700
ADA Railings	\$3,155	\$1,137.50

EXHIBIT "C"

LIST OF CONSTRUCTION PLANS

Those construction plans prepared by Ferguson Glasgow Schuster Soto, Inc, as architect, EMTec Architectural Engineers, as MEP Engineers, and Douglas Wood and Assoc., Inc. as Structural Engineers for The City of Coral Gables Coral Gables Cinematheque 260 Aragon Avenue Coral Gables, FL, the index of drawings for which is listed as follows:

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D-11 MEZZANINE FLOOR DEMOLITION PLAN
LS-1 GROUND FLOOR LIFE SAFETY PLAN
LS-2 MEZZANINE LIFE SAFETY PLAN
A-1 LOCATION/SITE PLAN
A-2 GROUND FLOOR PLAN
A-21 MEZZANINE FLOOR PLAN
A-3 CEILING PLANS
A-31 CEILING PLANS
A-4 BUILDING SECTIONS
A-41 BUILDING SECTIONS
A-412 BUILDING SECTIONS
A-42 BUILDING SECTIONS
A-43 DETAILS/ SECTIONS
A-5 RESTROOM PLANS/ELEVATIONS
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S2.01 FOUNDATION AND GROUND FLOOR PLAN
S2.02 MEZZANINE PLAN / PROJECTION ROOM FRAMMING PLAN
S3.01 SECTIONS AND DETAILS
S3.02 SECTIONS AND DETAILS

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E-9 MEZZANINE LIGHTING PLAN
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E-11 ELEVATION/EQUIPMENT LEGEND
E-12 DETAILS

REBIORET
5/19/08

With updated dates as follows:

A-0 1/26/07
D-1
D-1.1 3/26/08
A-2 5/2/08
A-2.1
A-3
A-3.1
A-4
A-4.1
A-4.1.2
A-5 3/26/08
A-4.2 5/2/08
A-4.3
A-6
A-6.1
A-6.2
A-7
A-8 3/26/08
A-8.1 5/2/08
S1.01 4/18/08
S2.01
S2.02
S3.01
S3.02
M-1 12/21/07

M-2 1/10/08
M-3 12/21/07
M-4
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M-7
M-8
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P-2
P-3
FP-1 12/21/07
FP-2
FP-3 4/21/08
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CITY OF CORAL GABLES
CINEMA SHELL
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VERTICAL WHEELCHAIR LIFTS - 14425	1-5

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7.0

BID

2-7

EXHIBIT "D"

WORKLETTERS 2 and 3

EXHIBIT "D"

WORK LETTER 2

TENANT IMPROVEMENTS (A)

Tenant improvements, at a minimum, will include the following:

REQUIREMENTS	RANGE OF ESTIMATES RECEIVED	
	LOWEST *	HIGHEST *
Wheelchair lift and railings in Auditorium ramp, if required	\$ 14,500	\$ 35,000
All carpet and tile (including baseboards)	\$ 19,464	\$ 39,100
All cabinetry and stone counter tops	\$ 2,025	\$ 10,350
All Painting	\$ 5,600	\$ 11,910
Ticket Booth 104, Storage 104A & Office 202	\$ 4,180	\$ 16,740
Concession 102, Concession Back 103	\$ 8,800	\$ 35,043
ESTIMATED RANGE	\$ 54,569	\$ 148,143

* based on City estimates; costs may be significantly lower



INTERNATIONAL CLASS A EQUIPMENT
 A division of Magna-Tech Electronic Co. Inc.
 5600 NW 32nd Avenue,
 Miami, FL 33142 U.S.A.
 Ph. (305) 573-7339 / Fax (305) 573-8104
 Email: iceco@aol.com / Web: www.iceco.com

EXHIBIT "D"

QUOTATION

WORK LETTER 3

TENANT IMPROVEMENTS (B)

06QH620.1

(Donation from Magna-Tech to Coral Gables Cinemateque)

To:

City of Coral Gables/ Coral Cables Cinemateque
 Aragon Avenue
 Coral Gables, Florida

Date: 6/20/2006
 FOB Point:
 Delivery Time:
 Process and through: 45

6/20/2006
 FACTORIES
 45-60 DAYS ARO&P
 08/04/06

Attention:
 Phone:
 E-mail:

Cathy Swanson/Steven Krams

Payment Terms:
 Sales Person:
 E-mail Address:

TBA
 SH KRAMS
 iceco@aol.com

Qty	Description	Unit Price	Disc	Unit Price	Total
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PRELIMINARY MULTIPURPOSE CINEMA PACKAGE
 For Full Month May Performance

1	KINOTON FP-38D Dual 16/ 35MM PROJECTOR WITH TRIPLE LENS AUTO TURRET, AUTO APERTURE CHANGER, CONTROLLER, DUAL 2:35-1 & 1:85-1&16mm APERTURE PLATE, OPTICAL SOUND HEAD WITH LED DIGITAL/ANALOG REVERSE SCAN READER, SYNCHRONOUS 120V 1 PHASE 60 CYCLE MOTOR, CHANGEOVER, TOOL KIT, OIL, PARTS LIST & MANUAL THREE YEAR WARRANTY	\$49,500.00		\$49,500.00	\$49,500.00
2	KINOTON 16000 WATT CAPACITY XENON LAMPHOUSE INCLUDING 220V 3 PHASE 60 CYCLE IREM POWER SUPPLY, INCLUDES CIRCUIT BREAKER PANEL, AMP METER, HOUR METER, PROJECTOR SUPPORT WITH ONE YEAR WARRANTY	\$5,800.00		\$11,600.00	\$11,600.00
4	1600W XENON BULBS (2 FOR SPARES)	\$395.00		\$1,580.00	\$1,580.00
1	Christie AW3R PLATTER SYSTEM, 3 DECK	\$2,950.00		\$2,950.00	\$2,950.00
1	CHRISTIE MAKEUP TABLE FOR PLATTERS	\$450.00		\$450.00	\$450.00
1	CRATING FOR PLATTER	\$200.00		\$200.00	\$200.00
1	CRATING FOR PROJECTOR	\$175.00		\$175.00	\$175.00
1	CHRISTIE CINEMA DIGITAL PROJECTION SYSTEM WITH 4K-7K XENON LIGHT SOURCE, SCALER, FLAT & ANAMORPHIC LENS	\$70,000.00		\$70,000.00	\$70,000.00

Signature:

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 CGQuote - Page 1

e-mail: julio@iceco.com

Qty	Description	List Price	Disc	Unit Net	Total
1	ANTI WRAP FILM DETECTORS			\$150.00	\$150.00
1	CHRISTIE 3Q AUTOMATION SYSTEMS, PREWIRED INTO CONSOLES, WITH TRIPLE CUE DETECTOR			\$1,800.00	\$1,800.00
LENSES ESTIMATED AS FOLLOWS. PRICE WILL VARY DEPENDING UPON FINAL SIZES REQUIRED					
1	SCHNEIDER LENSES FOR 1:85 PROJECTION, NEW			\$595.00	\$595.00
1	SCHNEIDER LENSES FOR ANAMORPHIC PROJECTION (CINEMASCOPE) TO BE INTEGRATED STYLE, FOCAL LENGTH TO BE DETERMINED			\$1,400.00	\$1,400.00
1	SCHNEIDER OR EQUAL LENS FOR 16mm PROJECTION			\$450.00	\$450.00
1	ISCOMORPHOT 16 ANAMORPHIC LENS ADAPTER FOR 16MM			\$760.00	\$760.00
1	KELMAR UNIVERSAL DIMMER, 2 POSITION, 2.4K, 1 PH., NEW			\$440.00	\$440.00
SOUNDS SYSTEMS ANALOG AND DIGITAL					
1	DOLBY CP-650 ANALOG/DIGITAL STEREO PROCESSOR WITH EX STANDARD SURROUND CHANNELS			\$9,500.00	\$9,500.00
1	DTS 6D DIGITAL PROCESSOR & READER PROCESSOR			\$3,900.00	\$3,900.00
1	DOLBY CAT 702 STEREO DIGITAL READER			\$1,925.00	\$1,925.00
1	DCA 1622 2 CHANNEL AMPS FOR EX SURROUND			\$626.00	\$626.00
3	DCA 1622 2 CHANNEL AMPS FOR BACKSTAGE SPEAKERS			\$626.00	\$1,878.00
1	DCA 1622 2 CHANNEL AMPS FOR STANDARD SURROUND			\$626.00	\$626.00
1	DCA1622 2 CHANNEL AMPS FOR SUB WOOFERS			\$626.00	\$626.00
1	QSC DCM-1 DIGITAL BOOTH MONITOR/CROSSOVER SYSTEM			\$1,970.00	\$1,970.00
1	650DCM CABLE			\$98.00	\$98.00
6	DPC 15 DATAPORT CABLE FOR AMPLIFIER			\$6.25	\$37.50
1	RACK FOR MOUNTING SOUND EQUIPMENT, NEW			\$395.00	\$395.00
1	PRE-WIRE SOUND RACK, INCLUDES LABOR, HARDWARE, AND MATERIALS			\$695.00	\$695.00
1	SMART DA226 MUSIC DISTRIBUTION SYSTEM, NEW <u>NOTE: CUSTOMER MAY PROVIDE THEIR OWN CD PLAYER PURCHASED LOCALLY. SUGGEST MULTI DISC SYSTEM</u>			\$576.00	\$576.00
3	JBL 4642 THREE WAY STAGE SPEAKER SYSTEMS, NEW FOR LARGE AUDITORIUMS - SET FOR BIAMP			\$1,650.00	\$4,950.00
2	JBL 4645C SUB WOOFER SPEAKERS UTILIZING (2) PER AUDITORIUM			\$750.00	\$1,500.00
12	JBL 8340A DIGITAL SURROUND SPEAKERS, NEW			\$295.00	\$3,540.00

Signature: _____

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Prices valid for 30 days.
CGQuote - Page 2

e-mail: julio@iceco.com

Qty	Description	Unit Price	Total
12	JBL 2517 ADJUSTABLE MOUNTING BRACKETS FOR 8340A, NEW	\$24.00	\$288.00
SCREENS, FRAMES & MASKING, all prices subject to final drawings			
1	TECHNIKOTE MATTE WHITE SCREEN, SOUND PERFORATED PRICE IS ESTIMATED ONLY - SUBJECT TO CHANGE BASED UPON FINAL DRAWINGS.	\$700.00	\$700.00
1	WESTAR SCREEN FRAMES PRICE IS ESTIMATED ONLY - SUBJECT TO CHANGE BASED UPON FINAL DRAWINGS.	\$500.00	\$500.00
150	SPRINGS FOR MOUNTING SCREENS-ESTIMATED	\$0.36	\$54.00
1	ADC Curtain Motors with Controllers- For Moveable front of screen curtain - reconditioned	\$900.00	\$900.00
1	Lots of Curtains, Rigging, Steel Tracks, hardware and Support-New Estimated subject to change with final Drawings	\$5,500.00	\$5,500.00
1	ADC MASKING MOTOR & CONTROL-Reconditioned For Moveable Side Masking	\$900.00	\$900.00
1	Lots of Rigging and materials required for moveable masking-Estimated Subject to final drawings	\$1,000.00	\$1,000.00
100	YARDS Black Duvetyn Masking Material	\$5.50	\$550.00
BOOTH ACCESSORIES & SUPPORT			
1	KELMAR REWIND SYSTEM WITH TABLE, REBUILT	\$1,200.00	\$1,200.00
1	WESTAR 35MM STANDARD TAPE SPLICER, NEW	\$200.00	\$200.00
40	ROLLS CLEAR SPLICING TAPE	\$2.50	\$100.00
2	1000' ROLLS PLASTIC LEADER	\$67.00	\$134.00
2	100' ROLLS FRAMELINE LEADER	\$40.00	\$80.00
10	ROLLS CUE TAPE	\$4.00	\$40.00
1	GALLON PROJECTOR OIL	\$14.00	\$14.00
2	BOTTLES XEKOTE	\$9.00	\$18.00
2	BOTTLES XECLEEN LENS CLEANER	\$9.00	\$18.00
6	SCHNEIDER #65-099462 12" X 15" PHOTO CLEAR LENS CLOTHS	\$9.00	\$54.00
2	136' COUNTDOWN MYLAR LEADER	\$60.00	\$120.00
1	PROTECTIVE XENON BULB CHANGING JACKET	\$150.00	\$150.00
1	PAIR SAFETY GLOVES	\$20.00	\$20.00
1	FACE MASK	\$20.00	\$20.00
1	SETS SWITCHEROO FILM CLAMPS	\$110.00	\$110.00
1	SPARE CHRISTIE PLATTER CENTER FEED PLATES	\$176.00	\$176.00
1	KODAK EKTAGRAPHIC AUTOFOCUS/W TIMER 35MM SLIDE PROJECTORS WITH ZOOM LENS AND TRAY, RECONDITIONED	\$350.00	\$350.00
1	GOLDBERG SLIDE PROJECTOR PORT ASSY WITH SHELF AND CLEAR OPTICAL GLASS 12" X 12"	\$235.00	\$235.00
3	GOLDBERG PORTHOLE WINDOW, DUAL GLASS 15" X 28"	\$402.00	\$1,206.00
1	15X28 WHITE WATER FLOAT GLASS, COATED	\$300.00	\$300.00

Signature: _____

FOB Shipping Point
Prices valid for 30 days.
CGQuote - Page 3

e-mail: julio@iceco.com

Qty	Description	List Price	Unit Net	Total
3	GOLDBERG 11" X 11" VIEW PORT WITH CLEAR GLASS		\$169.00	\$507.00
POST PRODUCTION EQUIPMENT ITEMS				
1	GROUP OF FILM ARCHIVE SUPPORT ITEMS		\$5,000.00	\$5,000.00
2	EQUIPMENT RACKS WITH PATCH PANELS AND CABLES		\$1,700.00	\$5,000.00
1	SONGY DIGI BETA AW-500 RECORDER PLAYER		\$25,000.00	\$25,000.00
1	SONY PVW 1800 BETA CAM RECORDER PLAYER		\$1,500.00	\$1,500.00
1	SONY VR 7600 UMATIC PLAYER RECORDER		\$200.00	\$200.00
1	PANASONIC SUPER VHS RECORDER PLAYER		\$200.00	\$200.00
1	MOVIOLA 16MM EDITOR		\$500.00	\$500.00
1	MOVIOLA 35mm EDITOR		\$500.00	\$500.00
1	DVD RECORDER PLAYER		\$1,000.00	\$1,000.00
4	LCD FLAT SCREEN MONITORS		\$250.00	\$1,000.00
4	QSC MX 1500 POWER AMPLIFIERS		\$450.00	\$1,800.00
4	JBL CONTROL MONITORS		\$300.00	\$1,200.00
1	CUSTOM CONTROL CONSOLE		\$4,000.00	\$4,000.00
1	EV 16 CHANNEL AUDIO MIXER WITH EQUALIZER AND MONITOR		\$700.00	\$700.00
4	EV Microphones		\$150.00	\$600.00
1	PODIUM		\$200.00	\$200.00
FURNITURE				
2	DESKS		\$200.00	\$400.00
2	CHAIRS FOR DESKS		\$100.00	\$200.00
1	OFFICE SAFE		\$450.00	\$450.00
3	PC COMPUTER SYSTEMS WITH NETWORK & SOFTWARE		\$700.00	\$2,100.00
1	PHONE SYSTEM		\$2,500.00	\$2,500.00
1	FAX MACHINE		\$300.00	\$300.00
1	COPY MACHINE		\$500.00	\$500.00
1	TV INTERIOR SECURITY SYSTEM		\$2,500.00	\$2,500.00
1	Theatrical Lighting System includes dimmers, stage lights, lamps and mounting accessories		\$4,500.00	\$3,500.00
BOYD OFFICE & LOBBY EQUIPMENT				
1	NORCON TALK THRU SYSTEMS, AMPLIFIED AC POWER ALTERNATE: GOLDBERG SPEAK THRU TUBES, NON AMPLIFIED PRICE EACH \$ 42.00		\$672.00	\$672.00
12	LAVI 3000WB BELTRAC POST WITH RUBBERIZED BASE		\$150.00	\$1,800.00
2	SAND URN / WASTE RECEPTACLES, LAWRENCE 45/4/85 BLACK PRICE WOULD VARY WITH DIFFERENT MODEL / FINISH		\$125.00	\$250.00
2	SAND SIFTER FOR ABOVE		\$11.00	\$22.00
6	BASS HALOLITE POSTER MARQUEES, ILLUMINATED, INTERIOR		\$542.00	\$3,252.00
1	BASS LED MINI MARQUEE		\$673.00	\$673.00
1	BASS SUPER HALOLITE CONCESSION SIGN		\$1,423.00	\$1,423.00

Signature: _____

FOB Shipping Point
Prices valid for 30 days.
CGQuote - Page 4

e-mail: julio@iceco.com

Qty	Description	Unit Price	Total
1	BASS SUPER HALOLITE CONCESSION SIGN	\$675.00	\$675.00
1	BASS CGC-2 SINGLE PANEL CONCESSION SIGN	\$267.00	\$267.00
2	ESTIMATED COSTS FOR MENU / INSERTS FOR CONCESSION SIGNS	\$120.00	\$240.00
4	BASS HALOLITE POSTER CASE, EXTERIOR	\$890.00	\$3,560.00
1	ULTRA ILLUMINATED BOX-OFFICE SIGN - WITH 4 SECTIONS (FOUR FOR FILMS, ONE FOR INFORMATION)	\$1,134.00	\$1,134.00

SEATING - ESTIMATED COSTS

150	IRWIN AMBASSADOR THEATER SEATS,	\$150.00	\$22,500.00
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WALL TREATMENTS & CARPETING

1	Lots of Acoustical Wall Coverings Choice of Wall Panels or Drapery, (Estimated Only for Materials Only).	\$4,000.00	\$4,000.00
1	Lot of Durkan Patterned Theatre carpets for all Aisles, Halls Concession Area and Lobby Estimated includes Materials	\$6,500.00	\$6,500.00

AISE LIGHTING

1	Lots of Aisle Lighting Including Floor to Carpet Extrusion, Transformers, Lights, Adhesive, and Connectors. (Estimate Only). Price subject to change based on final drawings. Does not include installation	\$1,500.00	\$1,500.00
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CONCESSION EQUIPMENT & COUNTERS

Small Print: All prices are estimates and subject to change based on final drawings.

1	Lot concession Stand, with counters by Stein- includes Popcorn warmers, Candy Displays, Condiments stations, Estimated Subject to approval of final designs and drawings.	\$30,000.00	\$30,000.00
1	GOLD MEDAL POPCORN BAR, & POPPER	\$5,000.00	\$5,000.00
1	GOLD MEDAL MODEL 8023SL MID SIZE HOT DIGGITY ROLLER TYPE HOT DOG GRILL WITH SLANTED GRILL	\$613.00	\$613.00
1	MODEL 8117 BUN WARMER	\$435.00	\$435.00

Signature: _____

FOB Shipping Point
Prices valid for 30 days.
CGQuote - Page 5

e-mail: julio@iceco.com

Qty	Description	Unit Price	Total Price
2	NACHO CHIP WARMER MODEL 2185ST 15"	\$218.00	\$436.00
2	NACHO CHEESE WARMER WITH PUMP MODEL 2197NS	\$276.00	\$552.00
2	SERVER LBS06100 BUTTER SERVER 3 QT CAPACITY WITH PUMP	\$282.00	\$564.00
2	SERVER SB83700 SERVING BAR WITH 4 DEEP PLASTIC FOUNTAIN JARS AND 4 CPF CONDIMENT PUMPS	\$492.00	\$984.00
2	SERVER SB83740 SERVING BAR WITH 4 SHALLOW PLASTIC FOUNTAIN JARS AND 4 HINGED LIDS, WITH LADLES	\$273.00	\$546.00
4	CASE #5240 ECONO NACHO TRAY (1000 PER CASE)	\$30.00	\$120.00
4	CASE #5444 HOT DOG BAG (1000 PER CASE)	\$19.00	\$76.00
4	2100 50 LB BULK PACK ORIGINAL FLAVACOL POPCORN SEASONING	\$27.50	\$110.00
4	CASE 2484 46OZ CUP POPCORN BOX (500 PER CASE)	\$42.00	\$168.00
4	CASE 2485 85 OZ POPCORN TUB (200 PER CASE)	\$27.50	\$110.00
4	CASE 2486 130 OZ POPCORN TUB (200 PER CASE)	\$38.50	\$154.00
4	CASE 2487 170 OZ POPCORN TUB (200 PER CASE)	\$44.00	\$176.00
1	COMMERCIAL ESPRESSO MAKER, TWO GROUP DISPENSER WITH BUILT IN WATER SOFTENER	\$3,500.00	\$3,500.00
1	REFRIGERATED PASTRY DISPLAY CASE, CURVED GLASS	\$6,100.00	\$6,100.00
1	COMMERCIAL STAINLESS STEEL SINK, 2 COMPARTMENT WITH DRAIN BOARD	\$1,150.00	\$1,150.00
1	HOSHIZAKI KM630 ICE MACHINE 630 LB CAPACITY WITH 260 LB STORAGE BIN	\$3,014.00	\$3,014.00
1	TRUE FOOD SERVICE MODEL GDM69 REFRIGERATOR 39 CU FEET CAPACITY, 12 WIRE SHELVES, 1/2 HP COMPRESSOR	\$2,860.00	\$2,860.00
1	TRUE FOOD SERVICE FREEZER AS ABOVE	\$3,850.00	\$3,850.00
	OMNI-TERM TICKETING & POS CONCESSION SYSTEM CONSISTING OF:		
1	MANAGERS PC SYSTEM	\$2,850.00	\$2,850.00
1	MANAGERS REPORT PRINTER	\$650.00	\$650.00

Signature: _____

\$650.00
 FOB Shipping Point
 Prices valid for 30 days.
 CGQuote - Page 6

e-mail: julio@iceco.com

EXHIBIT "E"

RFP RESPONSE AND ADDITIONAL INFORMATION

COPY

RFP/Q No. _____

**REQUEST FOR PROPOSALS & QUALIFICATIONS FROM
ESTABLISHED NONPROFIT ARTS GROUPS FOR THE
LONG-TERM LEASING, DESIGN, BUILD-OUT, AND MANAGEMENT
OF A 4,200 SQUARE FOOT CULTURAL SPACE
TO BE LOCATED ON THE GROUND FLOOR OF THE
MUSEUM PARKING GARAGE AT 250 ARAGON AVENUE
IN DOWNTOWN CORAL GABLES**

**CITY OF CORAL GABLES, FLORIDA
December 16, 2005**

CITY OF CORAL GABLES COMMISSION

**Donald D. Slesnick II, Mayor
Maria Anderson, Vice Mayor
Rafael "Ralph" Cabrera, Jr., Commissioner
William H. Kerdyk, Jr., Commissioner
Wayne "Chip" Withers, Commissioner**

**David L. Brown, City Manager
Elizabeth M. Hernandez, City Attorney
Walter J. Foeman, City Clerk**

Responses are due at 2:00 P.M. on Wednesday, January 18, 2006 at:

**Office of the City Clerk
City of Coral Gables
405 Biltmore Way
P.O. Box 141549
Coral Gables, FL 33114-1549**

**All proposal submission packages should be clearly marked
"Museum Garage Cultural Space"**

**CITY OF CORAL GABLES
RECEIVED BY THE
OFFICE OF THE CITY CLERK**

1/16 JAN 18 PM 1:30

**THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS PROPOSAL TO THE
OFFICE OF THE CITY CLERK ON OR BEFORE THE STATED TIME AND DATE WILL BE
SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY WILL IN
NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY THE UNITED STATES MAIL
DELIVERY OR CAUSED BY ANY OTHER OCCURRENCE.**

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PUBLIC NOTICE: REQUEST FOR PROPOSALS AND QUALIFICATIONS
FOR LONG-TERM LEASING, BUILD-OUT AND MANAGEMENT OF
A SMALL DOWNTOWN CULTURAL SPACE

City of Coral Gables, Florida

The City of Coral Gables invites interested nonprofit arts groups to submit qualifications and proposals for the long-term leasing, design, build-out, and management of a small cultural space to be located at the base of a 600-car public garage on Aragon Avenue in downtown Coral Gables.

All proposals must be submitted in accordance with a Request for Proposals/Qualifications document which may be obtained from the City of Coral Gables Development Department at 95 Merrick Way, Suite 450, Coral Gables, Florida 33134 (305-460-5311). This document contains detailed and specific information regarding the space being offered, the City's objectives with respect to the space, and the process for Proposer selection.

There will be an optional pre-submission walk-through of the proposed space, located at 250 Aragon Avenue, on Wednesday, January 4, 2006, at 10:00 a.m. Interested parties will be given the opportunity to ask pertinent questions of City representatives concerning the space and submission requirements.

An unbound one-sided original and twelve (12) bound (a total of 13) copies of the proposal in an 8-1/2" x 11" format must be sealed and delivered to the Office of the City Clerk, 405 Biltmore Way, P.O. Box 141549, Coral Gables, Florida 33114-1549, on or before Wednesday, January 18, 2006, at 2:00 p.m.

Immediately thereafter, all sealed proposals received will be publicly opened and forwarded to an Evaluation Committee. The Evaluation Committee will consider the proposals submitted and present a recommendation to the City Manager for consideration by the City Commission. Based upon this evaluation and other considerations, the City Commission will determine which Proposer will enter into negotiations with the City.

The City of Coral Gables reserves the right to accept any proposals deemed to be in the best interest of the City, to waive any irregularities in any proposals, or to reject any and/or all proposals and to re-advertise for new proposals. Any proposal deemed by the City to not meet the basic criteria of the Request for Proposals/Qualifications shall be rejected prior to the evaluation process. In evaluating each proposal, the City and its representatives shall consider, but not be limited to, the Proposer's experience and qualifications, capabilities of the design team, the Proposer's financial qualifications and strengths, the likely financial return to the City, and the appropriateness of the programming relative to the immediate area and the City of Coral Gables generally.

David L. Brown
City Manager
City of Coral Gables

I. OFFERING SUMMARY AND PROCEDURES

A. Summary

The City of Coral Gables is soliciting proposals for the long term leasing, design, build-out, and management of a small cultural space on the ground floor of an existing 600 car, Mediterranean-designed, public parking garage. Located near the City's proposed Coral Gables Museum at 285 Aragon Avenue and across the street from Books & Books at 265 Aragon Avenue, this space is uniquely positioned to contribute to the cultural richness of the street and downtown Coral Gables. To that end, the City has designated 4,200 square feet of the ground floor as cultural space due to the high ceilings, outdoor plaza, limited windows, and convenient location. With ample short-term and permit parking atop and only steps from South Florida's best restaurants, the area promises all the wonderful ambiance and convenience of downtown. (A Location Map is included as Appendix A.)

While the City has advanced certain structural improvements to ready the space, the City would look to the successful Proposer to finance and complete the build-out and program the facility with year-round, quality offerings. A description of the existing space is included in Appendix B along with a detailed listing of the structural enhancements already in place.

The successful Proposer will enter into a lease and management agreement with the City of Coral Gables for the long term leasing, build-out, and management of 4,200 square feet of vacant space designed to accommodate a cultural space that could accommodate between 130 and 150 seats. The successful Proposer will be responsible for the design and build-out of the space, at their own expense, and for all operating expenses associated with the space. In addition, the City expects to receive reasonable compensation including, but not limited to, the eventual reimbursement of certain unique and specific expenses incurred to ready the raw space for a small cultural facility.

Proposals will be accepted only from established, non-profit groups that offer quality year-round cultural programming. Proposals will be evaluated based on specific criteria included in this Request for Proposals & Qualifications document.

B. Project Objectives:

The City's objectives for the space are:

1. To have this portion of the ground floor space of the Museum Parking Garage serve as a small, downtown cultural venue in a cost-effective and productive manner;
2. To foster year-round high-quality cultural programming that will contribute to the continued revitalization of the Central Business District;
3. To help serve the occasional needs of smaller cultural groups that desire periodic access to small cultural and/or cinema facilities for a reasonable fee;
4. To generate long-term sources of income for the City.

The purpose of this RFP/Q is to solicit proposals from nonprofit cultural organizations which are capable of promptly and effectively funding, designing, constructing, and managing the space consistent with City objectives.

Though the City will maintain ownership of the space as well as derive some level of financial remuneration, the cultural space will be managed by the successful Proposer. Therefore, each proposal must take into account the long-range costs and responsibilities of managing and maintaining the space.

C. Disposition Terms:

The City will consider proposals to lease the space in an "as-is" condition on a long-term basis. The City would anticipate up to a 20-year lease and management agreement, with possible options.

The quality of the cultural programming proposed, value and nature of the permanent improvements, the successful Proposer's capacities to implement the project, and the provision for reasonable revenue for the City, will be among the major criteria for selection.

D. Special Terms and Conditions

1. Development Costs

The selected Proposer shall be responsible for all costs associated with the development including obtaining all necessary permits and paying all fees and expenses incurred in connection with the project. All development fees imposed by the City, Miami-Dade County, or any other agency of appropriate jurisdiction in connection with the development, will be the responsibility of the selected Proposer.

2. Property Taxes

The City recognizes that the successful Proposer will be a nonprofit entity which would (currently) be exempt from real estate taxes since the facility is located in a municipal garage. The selected Proposer will be responsible for the payment of its pro rata share of property taxes should Florida laws change and the space become subject to real estate tax.

3. Permits and Approvals

No construction will commence without possession of all appropriate approvals and permits from all governing jurisdictions.

4. Required Insurances

Please review Appendix D for a list of required insurances.

E. Evaluation Process, Negotiations

An Evaluation Committee, appointed by the City Manager, will evaluate the proposals and may invite certain proposers to make a formal presentation. After reviewing the credentials presented, the Evaluation Committee will identify a "Preferred Proposer" and ranked alternate

Proposers. The Evaluation Committee will present their recommendation to the City Manager for consideration by the City Commission (see Article I.G.: Evaluation/Selection Process). Upon authorization of the City Commission, the City will then enter into negotiations with the first-ranked Proposer for a limited duration. If an agreement cannot be reached with this party, the City would proceed to the second-ranked Proposer. No agreement will be final until it has been presented and approved by the City Commission.

In evaluating each proposal, the City and its representatives shall consider, but not be limited to, the Proposer's experience and qualifications, the caliber of programming proposed, the capabilities of the design team, the Proposer's financial qualifications and strengths, the likely financial return to the City, the appropriateness of the project vis-a-vis the City's planning objectives, and compliance with RFP/Q requirements

The criteria that will be utilized in this review are as follows:

Proposer's experience and qualifications in presenting quality year-round programming:	
Demonstration of Cultural Excellence	
Local market experience/presence/knowledge	
Organizational History and Management Capability	25%
Programming Value	
Type and frequency of programming	
Willingness to make space available to other cultural groups	
Ability to further City's image as an international center	25%
Capabilities of Proposer's design team:	
Experience, successful completion of similar type and size	
Technical Knowledge (acoustics, lighting, line of sight, ADA)	
Quality level, creativity evidenced by past projects.	
Team's collaborative experience, based on past projects	20%
Proposer's financial qualifications and strength:	
Ability to raise monies necessary to build and manage operation	
Years of operating in black; other indications of financial capacity	
Appropriateness and manageability of build-out proposed	
Fiscal Responsibility of Organization	20%
Likely financial return for the City of Coral Gables:	
Cost of build-out expected	
Lease revenues, rent proposed	
Other significant fiscal benefits (parking demand, lease rentals, etc.)	10%
In the event of a tie, demonstrated experience in Coral Gables*	5%

**While there is no formal local preference in this RFP/Q process, local presence and experience may indicate an ability to understand the community and implement a successful program and may be considered as a substantive element in the City's considerations, particularly in the event of a tie with a non-Coral Gables-based entity.*

Although revenue generated by the project is an important evaluation criterion, the City is not obligated to award a lease to or negotiate with the Proposer who proposes the highest financial return to the City. It should, however, be noted that the City may award a lease and management agreement on the basis of initial offers received in the proposal, without discussions. Therefore, each offer should contain the Proposer's best terms from a monetary and technical standpoint.

2. Negotiation Process

At the time of notification of selection, the City and the selected Proposer will enter into negotiations for a period of up to sixty (60) days for a lease and management agreement.

If the City and the selected Proposer have not concluded negotiations and executed a lease and management agreement within sixty (60) days, but the City Manager, in his sole discretion, believes the negotiations are proceeding in good faith and will be successfully concluded, the City Manager and the selected Proposer may, by mutual agreement, extend the negotiation period for an additional forty-five (45) days. Further extensions to the negotiation period can only be granted by the City Commission. If the City and the selected Proposer cannot negotiate a successful lease and management agreement within the time period described in this RFP/Q, and an extension is not granted by the City Commission, the City may then begin negotiations with the next preferred Proposer or issue a new RFP/Q. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

If an agreement is reached, the drafted lease and management agreement along with a recommendation from the City Manager will be presented to the City Commission for ratification. The City Commission's decision of whether to make the lease award, which is in the best interest of the City, shall be final.

F. Schedule

The anticipated scheduling of the RFP/Q process is as follows:

RFP/Q available for distribution Friday, December 16, 2005

Pre-submission conference and
site tour. Wednesday, January 4, 2006, 10:00 a.m.

Deadline for receipt of Questions Monday, January 9, 2006

Proposals due Wednesday, January 18, 2006 at 2:00 p.m.

Interviews with Proposers and their Design Teams Wednesday, February 1, 2006

Presentation of Committee Findings to
City Commission: Tuesday, February 14, 2006

Negotiation with preferred Proposers begins upon Commission authorization.

G. RFP/Q Availability

Additional copies of the RFP/Q can be obtained from the City of Coral Gables Development Department, 95 Merrick Way, Suite 450, Coral Gables, FL 33134. To request the RFP/Q, please call the Development Department at 305-460-5311. Requests can also be made via fax to 305-445-9623.

Proposers who obtain copies of this RFP/Q from sources other than the Coral Gables Development Department risk the potential of not receiving addenda, as their names will not be included on the list of organizations participating in the process for this particular RFP/Q. Such Proposers are solely responsible for those risks.

H. Proposal Submission

An unbound one-sided original and twelve (12) bound copies (a total of 13) of the complete proposal (pp. 10-27 of this document) must be received in the office of the City Clerk by 2:00 p.m. Wednesday, January 18, 2006. The proposal must be submitted on 8-1/2" x 11" paper in a sealed envelope or container, stating on the outside the Proposer's name and addressed to:

Office of the City Clerk
City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

Hand-carried proposals may be delivered prior to the deadline to the above address **ONLY** between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the City. **The Proposal deadline is Wednesday, January 18, 2006, at 2:00 p.m.**

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer.

I. Pre-proposal Conference

A pre-proposal conference has been scheduled for Wednesday, January 4, 2006 at 10:00 a.m., at the proposed space located at 250 Aragon Avenue for those proposers that wish to have a walk-thru of the space.

J. Questions to be Requested in Writing

Any questions, explanations or other requests for information desired by the Proposer regarding this RFP/Q must be requested in writing to Cathy Swanson Rivenbark, AICP, Development Director, City of Coral Gables, 95 Merrick Way, Suite 450, Coral Gables, FL 33134, by Monday, January 9, 2006. No other professional staff member or official is authorized to respond on the City's behalf. Requests may also be made via fax to 305-445-9623 or via email to fdawson@coralgables.com. Additionally, the Proposer must file a copy of all written

communications with the Office of the City Clerk, Coral Gables City Hall, 405 Biltmore Way, Coral Gables, FL 33134. Among other penalties, violation of these provisions by any particular Proposer shall render any RFP/Q award to said Proposer voidable.

K. Additional Information / Addenda

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP/Q or in any written addendum to this RFP/Q or by the City's representatives at the pre-proposal conference. Where there appears to be a conflict between the RFP/Q and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the Development Department prior to submitting a proposal that all addenda have been received.

Proposers who obtain copies of RFP/Qs from sources other than the City of Coral Gables Development Department will not be included on the Distribution List for this particular RFP/Q and therefore take the risk of not receiving addenda. Such Proposers are solely responsible for those risks.

L. Modified Proposals

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal Due Date. The City will only consider the latest version of the proposal.

M. Late Proposals and Late Modifications

Proposals received after the Proposal Due Date and time are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered.

N. RFP/Q Postponement / Cancellation

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP/Q; postpone or cancel, at any time this RFP/Q process; or waive any irregularities in this RFP/Q or in the proposals received as a result of this RFP/Q.

O. Costs Incurred by Proposers

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the Proposer. No payment will be made by the City for any responses received, nor for any other effort required of or made by the Proposer prior to commencement of work as defined by a lease approved by the Coral Gables City Commission.

P. Exceptions to the RFP/Q

Proposers may take exception to any of the terms of this RFP/Q unless the RFP/Q specifically states when exceptions may not be taken. Should a Proposer take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals, and the cost implications of the exception (if any).

Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph, and page number in this RFP/Q. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Proposer will accept all terms and conditions.

Q. Public Records

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, the "Public Records Law."

R. Rules, Regulations, Licensing Requirements

The Proposer shall comply with all laws, ordinances, and regulations applicable to the proposal contemplated herein, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the proposed space, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes, and any and all other local, state, and federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

S. Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP/Q. A responsive proposal is one which follows the requirements of the RFP/Q, includes all documentation, is submitted in the format outlined in the RFP/Q, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

T. Discrimination Prohibited

No person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any contract covered by this Part, on the grounds of race, color, national origin or sex.

U. Ordinances, Resolutions And/or Administrative Orders

To request a copy of any ordinance, resolution and/or administrative order cited in this RFP/Q, Proposers may contact the Development Department at 305-460-5311.

V. Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 or CATEGORY TWO for a period of 36 months from the date placed on the convicted vendor list.

W. Pre-award Survey

After proposal receipt and prior to contract award, the City reserves the right to perform, or to have performed, an on-site survey of the Proposer's current facilities. This survey shall serve to verify the data and representations submitted, and to determine that the Proposer has the overall management and financial capability adequate to meet the proposed service and other requirements.

Should the City determine that the size or nature of the existing Proposer's facilities or the number or experience of its personnel are not reasonably adequate to indicate successful contract performance, the City has the right to reject the proposal.

II. PROPOSAL

Proposers will complete pages 10-27 of this document and submit one unbound original and twelve (12) bound (a total of 13) copies by the required deadline. Proposals submitted which do not include all items may be deemed non-responsive and may not be considered for contract award. The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the submission; however, do not feel that you need to fill all the space provided in each section.

A. Statement of Qualifications

1. (a) Organization Name & Address (exactly as it appears on Articles of Incorporation):

Coral Gables Cinemateque Inc.

Website: To be advised. For reference, please use www.iceco.com

(b) FEI #: 20-4120218

(c) Year and State of Incorporation: Florida, 2005

(d) Organization's Yearly Operating Budget: \$ Newly Formed Corporation

Note: Please attach copy of the most recently submitted Internal Revenue Service Form 990 for Nonprofit Organizations. Failure to attach will result in disqualification.

(e) Contact Name and address:

Name: Steven H. Krams

Address: 5600 NW 32nd Ave. Miami FL 33142

Phone: 305 573 7339 Fax: 305 573 8101 Email: iceco@aol.com

(f) Audience composition proposed (check ALL that apply):

Children Coral Gables residents Persons with disabilities
 Senior Citizens South Florida residents Visitors/Tourists
 Coral Gables business people General (no specific emphasis)

(g) Are your organization's current facilities and programs accessible to persons with disabilities? Yes No

(h) Are staff members informed and trained in access issues? Yes No

B. History and Mission of Organization

1. Please provide a brief history of your organization. You may wish to include the following: (a) presentations of successful past exhibits, productions or programs; (b) programming which sustains and advances the applicant's cultural form and mission, while making it available to a wider audience; (c) specific efforts by the organization to expand the cultural field or discipline in which it specializes, such as commissioning new work, acquiring new works of art, new facility development, national or international collaborations with other cultural institutions, etc. Projects or programs with particular relevance to this project, and how this project would further the mission of the organization, should be emphasized.

The corporation is new, having been formed only for the purpose of making this proposal to the City of Coral Gables. The background and experience of the personnel and affiliated companies involved are detailed in the attached "Supplemental Submission".

2. What is your organization's main mission? Describe how this undertaking would complement it.

The Mission is to provide to the residents of the City of Coral Gables, and to the general community, a unique and rare opportunity to look at the evolution of motion pictures as an art form. This will be accomplished by presenting motion pictures from our past and present, and open opportunities to see what the future may bring.

In addition, the mission is to provide a venue at little or no cost to community organizations that need a place to economically, but professionally, present their programs.

Please see our "Supplemental Submission" for details.

C. Demonstration of Organizational Stability and Management Capacity

A. Please provide a brief narrative describing your organization's stability and management capacity including your experience in facility management. You may wish to include the following: (1) activities of the organization's governing authority, professional administrative leadership, advisory committees, volunteer auxiliaries, etc. in relation to the organization's mission and operations; (2) proven ability to secure and properly use resources that support the development, growth and implementation of programs; (3) consistent, multi-year fiscal responsibility, accuracy and feasibility, including long-range planning and a strategic plan for endowment building and/or deficit reduction; (4) demonstration of experience in facility management, including Proposer's ability to finance, develop, and manage the proposed space.

The principals involved have over 35 years in the management of media related companies including private and publicly owned facilities which focus on theatrical presentations, entertainment, and movies. We have practical experience supervision staff and facilities management with high public profiles. We have a proven financial track record of running sound fiscal operations which, by any measure, have been successful.

We plan on staffing this venue with long term, loyal, and reliable individuals whose breadth of experience can provide the necessary resources to operate this venue successfully. These persons will be recruited from other operations.

For more information on our management ability, please refer to our Supplemental Submission.

D. Organizational Management

1. Board of Directors: (Please attach a complete Board list, including contact information.) Proposed Board is detailed in the attached Supplemental Submission.

(a) Number of Board members: We are proposing five board members

(b) How often does your Board meet? Meetings to take place quarterly or more frequently if required.

(c) Does your Board have a rotation policy? Yes () No
If yes, please describe on your attachment.

(d) Are any Board members City of Coral Gables employees or officials?
Yes () No If yes, please explain.

2. Describe the organizational team that would be responsible for managing and programming the space. Include any past experiences individual members may have that are particularly relevant. Include an organizational chart if helpful.

Managing Director - Steven Krams. Mr. Krams has 35 years experience in theater operations.

Program and Marketing Manager - Midge Blumberg Krams

Technical operations - Robert de Stoffe . Mr. de Stoffe has over 30 years experience in the operation of theaters and theater systems.

Business manager - Elida Serrano. Ms. Serrano currently supervises financial operations for four other companies we operate.

E. Revenue and Expense Budgets: Completed, Current and Proposed

I. Total Operating Revenue Budget - Completed Fiscal Years

List all operating revenues. Round all figures to the nearest dollar (do not show cents). Provide information which represents the actual results of the three most recently completed fiscal years, as reflected in the respective audited statements. Please note that if the submitting party is a division of a larger organization, provide only the information that relates to your division. Please refer to our Supplemental Documentation for the following information

	FY2002-2003	FY2003-2004	FY2004-2005
Admissions			
Membership			
Contracted Service Revenue			
Outside Programs/Performances			
Tuition/Enrollment Fees			
Special Exhibition Fees			
Other			
Publications/Royalties	PLEASE SEE ATTACHED		
Rental			
Store/Concessions Revenues			
Corporate Contributions			
Foundation Grants			
Private/Individual Contributions			
Other Private Support			
Auxiliary Activities			
Special Events Proceeds			
Government Grants (Identify Sources)			
Federal			
State			
County			
City of Coral Gables			
Other Municipality:			
Investment Income (Endowment)			
Interest and Dividends			
Other Revenue (Itemize below)			
Total Cash Operating Revenues			
Total Value of In-kind Contributions			
Total Operating Revenues			
3-Year Average Operating Revenues			

Note: A copy of the most recently submitted IRS Form 990 for Nonprofit Organizations must be attached.

E.2. Total Operating Expense Budget - Completed Fiscal Years
PLEASE SEE ATTACHED

(a) List all operating expenses. Round all figures to the nearest dollar (do not show cents). Provide information which represents the actual results of the three most recently completed fiscal years, as reflected in the respective audited statements. See previous note under Revenues that requests only that information related to the division submitting the proposal.

	FY2002-2003	FY2003-2004	FY2004-2005
Personnel			
Administrative			
Artistic			
Technical/Production			
Outside Professional Services			
Space Rental			
Travel			
Insurance			
Marketing	PLEASE SEE ATTACHED		
Advertising/Publicity			
Design/Printing/Publication			
Postage/Distribution			
Web Design/Support/Maintenance			
Other			
Telephone/Communication			
Store/Concessions Merchandise			
Equipment			
Supplies/Materials			
Utilities			
Fundraising/Development (non-personnel) (e.g., Galas, Guild Events, Festivals, etc.)			
Other Operating Expenses (combined)			
Total Cash Operating Expenses			
Balance, beginning of year			
Balance, end of year			
Change in balance			

(b) Explain any deficits or excesses of operating revenues over expenses, and Board-adopted plans to manage the deficits or excesses. (Attach additional pages if necessary.)

F. Programming Plans

The City of Coral Gables is interested in having the space serve as a small but dynamic nonprofit cultural arts center, offering high quality, year-round, daytime and evening programming that is creative and unique. Please describe how you would propose to program the space. Provide a typical day, typical month, and typical season of programming so that the City may understand your vision for the space.

PLEASE SEE ATTACHED

G. Design Team

State the members of the design team and contact numbers, providing a brief summary of relevant experience. The team is required to consist only of the organization and financial partner (if any), theater/design consultants, and contractor, with naming of other team members being optional.

Steven Krams - Cinema consultant - 305 614 4238 - 35+ years in the design of theaters

Francisco Blanco - Technical consultant - 305 573 7339 - 25 years experience, VP technical services with Magna-Tech Electronic Co.

Arturo Quintero - Cinema design consultant - 305 573 7339 - 8 years experience in cinema design. Formerly with B&A.

H. Access to Other Organizations

Several small film festivals and cultural groups have expressed an interest in renting space in Coral Gables on an occasional, event basis. Please outline how your organization would make the cultural space available to other cultural organizations when not in use.

It is our plan to offer the space to all qualified users. A qualified user shall be an organization whose purpose is to enrich the cultural and artistic experiences available to the residents of the City of Coral Gables, and the general community at large.

The cost for the use of the facility shall be minimal and under certain circumstances, the facility will be offered at no charge if it is deemed in the best interest of the community to do so.

Please see the Supplemental documentation for additional details.

I. Marketing Overview

Describe the current marketing plan for your organization and provide a preliminary marketing plan identifying your audience(s) and how you would reach them on both a start-up and ongoing basis. Highlight aspects of your promotional plan which will be directed to residents, visitors/tourists or existing businesses of Coral Gables. Attach a few representative samples of past marketing efforts, if available.

Marketing is to be accomplished through existing relationships and networks with such organizations, companies and individuals such as:

Miami International Film Festival
Ft. Lauderdale International Film Festival
The Hispanic Film Festival
The Italian Film Festival of Miami
The Argentinian Film Festival - Consulate of the Government of Argentina
University of Miami Department of Radio, TV, and Film
Metropolitan Museum of Art, New York City, Film Archive
Professor Richard Brown - NYU Department of Radio, TV, and Film
HBO Films
Independent Film Channel
University of Colorado - Department of Radio, TV and Film
The National Archives of The United States of America, Washington DC
Sony Classic Pictures, Hollywood California
Miramax Films, New York
Miami Dade Tourist Development

The patrons and the audience will consist of all those individuals who have a love for arts, culture, music, and cinema.

The venue is located in an area of the city that is clearly being promoted as a hub for arts & culture. The theater will play an important role and perhaps serve as a fulcrum for many activities that will attract an already informed and sophisticated audience from Coral Gables and surrounding areas.

Parking is always a problem but not with the proposed venue since the City has constructed a large, public garage, which is attached to the proposed theater.

Advertising in the print and electronic media will be the primary methods used to reach our audiences. A comprehensive website will be constructed in order to promote the theater.

If you would like to review one of our websites please do so. It will give you an excellent snapshot of who we are and what we do besides being an offeror for the theater. Go to www.iceco.com

We are also attaching some programs from previous special events held while we were operators of the Tower Art Center for the City of Miami.

J. Outreach Programs Summary

a. Describe the organization-s-intended public outreach and audience development programs, if any, for this project. Include community or school outreach programs or other educational components envisioned by the organization.

It is proposed that, in conjunction with the University of Miami Department of Radio, TV and Film, we establish a program where we can provide training and experience to students who are enrolled in their program and who might want to enrich their education experience by interning in a real organization that will be dealing with all aspects of the media.

We also propose a TV program be originated from the site, which will be along the lines of the "Actors Studio" as seen on the Bravo cable channel. Film and arts majors will be invited to participate in this program. The entire production crew will be recruited from students at the University of Miami Film & TV school.

It is further proposed that a special permanent exhibit of visual representations of the history of City of Coral Gables be on display in the lobby of the theater. This exhibit could change and be a co-operative effort with the new proposed museum.

b. How do you see this space complementing the City-s-international aspects, including the strong Consular Corps presence?

Because of the proximity to many consular activities in the area, it is envisioned that this facility be available for meetings, special programs, and for the promotion of the art from the represented country. Also, as previously mentioned, there will be the opportunity for film festivals, and movie premieres.

K. Proposed Design

1. Proposed Space Improvements:

Please provide a brief description of how you intend to improve the space, the estimated costs and schedule of the improvements and how you intend to finance the improvements. Attach additional materials as necessary.

Please see enclosed drawings for the proposed layout and use of the space offered.

2. **Design Team**

State the members of the design team and contact numbers, providing a brief summary of relevant experience. The team is required to consist only of the organization and financial partner (if any), theater/design consultants, and contractor, with naming of other team members being optional.

Steven Krams - Cinema consultant - 305 614 4238 - 35+ years in the design of theaters

Francisco Blanco - Technical consultant - 305 573 7339 - 25 years experience, VP technical services with Magna-Tech Electronic Co.

Arturo Quintero - Cinema design consultant - 305 573 7339 - 8 years experience in cinema design. Formerly with B&A.

L. Financial Proposal

The successful Proposer will enter into negotiations with the City for a long-term Lease and Management Agreement. The City recognizes that a significant amount of money will be required by the successful Proposer to complete the build-out of the project. This amount of money, particularly as it relates to permanent improvements, will be considered a portion of the rent. The Proposer's offer shall be submitted below.

Financial/Lease Proposals should include length of lease term (plus options); estimated cost of permanent improvements to be provided by successful Proposer; proposed rent to City (e.g., revenue sharing, base rent, etc.; other financial benefits to be realized by the City and other important terms and conditions that you feel should be included in the lease agreement.)

We propose a different approach towards the development of the space. It is suggested that the development be a partnership between the City of Coral Gables and Coral Gables Cinemateque Inc. (CGC).

CGC invites the City of Coral Gables to finish the space and turn over - at a minimum - a complete white box with all HVAC, safety, electrical, plumbing, and security systems in place. CGC proposes to equip the space with conventional motion picture and state of the art digital projection systems. The costs for fitting and equipping such a venue will be in the area of \$400,000. CGC is prepared to fund this investment. At the end of the lease period, CGC will donate this material to the city. We feel this is a fair and equitable way to approach this operation.

More details are provided in the Supplemental Documentation.

M. Summary Statement

Other groups have also expressed interest in leasing this space. Why should the City of Coral Gables select your organization?

Because of its unusual connections and relationships in the community, Dade County, and the film industry, Coral Gables Cinemateque is uniquely capable of bringing to the residents of the City of Coral Gables, a richly cultural and entertaining venue.

The financial basis upon which the organization will be established is solid.

The fact that the theater will be the CGC's only mission will insure the quality of the programs and attention to the goal of service to the community.

This project requires those involved to be passionate and committed to the art and culture of the community. The team that will be responsible for the operation of the theater are such individuals.

There is a risk in all ventures such as this, and this project is no exception. However, if the City of coral Gables comes to an agreement with Coral Gables Cinemateque, it will be in a partnership that has the very real potential for a high degree of success.

Thank you for considering our proposal.

Sincerely yours,

Steven H. Krams

*Steven H. Krams
owner of theater*

N. Non-Collusive Affidavit

COPY

STATE OF Florida)
 : SS:
COUNTY OF Miami / Dade)

Steven H. Krams being first duly sworn, deposes and says that:

- 1) He/she is the President (Owner/Partner/Officer/Representative or Agent) of The Coral Gables Cinemateque, the Proposer that has submitted the attached Proposal;
- 2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- 3) Such Proposal is genuine and is not a collusive or sham Proposal;
- 4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work.
- 5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered
in the presence of:

Steven H. Krams
Witness

[Signature]
Witness

By: *[Signature]*
Steven H. Krams
(Printed Name)
President
(Title)

WITNESS my hand and official seal this 18 day of January, 2006, 2005.

[Handwritten Signature]

Signature of Notary Public



Barbara Roush at large

Commission # DD494952

Expires December 13, 2009

Bonded Troy Fain Insurance, Inc. 800-385-7019

COPY

Print, type or stamp commissioned name of Notary Public

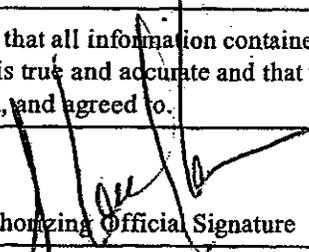
Personally Known OR Produced Identification _____

Type of identification produced _____

[Handwritten Signature]

[Handwritten Signature]

COPY

O. Certification/Signature	
We certify that all information contained in this Request for Proposals & Qualifications document is true and accurate and that the requirements contained herein have been read, understood, and agreed to.	
 Authorizing Official Signature	January 18, 2006 Date:
Steven H. Krams Typed/Printed Name	President Title
Chief Fiscal Officer Signature	Date:
Typed/Printed Name	Title

Please remember to attach: IRS Form 990
Board of Directors list, including contact information

APPENDIX A

SUCCESSFUL PROPOSER INSURANCE REQUIREMENTS

- A. **Property Insurance:** The Proposer assumes the responsibility for insuring the cultural space and shall be fully responsible for insuring its own property.
- B. **Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and product liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$2 million combined single limit per occurrence for bodily injury and property damage.** Said policy or policies shall name the City of Coral Gables as additional insured and shall reflect the hold harmless provision contained herein.
- C. **Worker's Compensation Insurance for all employees of Proposer as required by Florida Statutes Section 440, and employers liability insurance with limits not less than \$500,000.**
- D. **Other (or increased amounts of) insurance as City shall from time to time deem advisable or appropriate. Such new or additional insurance to be effective as of the sooner of ninety (90) days after notice thereof or the next annual renewal of any policy being increased (as applicable).**
- E. **All policies shall contain waiver of subrogation against City where applicable, and shall expressly provide that such policy or policies are primary over any other collective insurance or self-insurance that the City may have.**
- F. **All of the above insurance is to be placed with Best-rated A-8 or better insurance companies, qualified to do business under the laws of the State of Florida.**
- G. **The City shall be named as an additional insured under such policies. Said policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City. The City reserves the right to request a copy of required policies for review.**
- H. **All policies shall provide for thirty (30) days notice to City prior to cancellation or material change.**
- I. **The Proposer shall furnish Certificates of Insurance to the Human Resources Department prior to the commencement of operations or policy termination, which Certificates shall clearly indicate that the City is named as an additional insured and that the Proposer has obtained insurance in the type, amount, and classification required for strict compliance with this Section and that no material change or cancellation of this insurance shall be effective without thirty (30) days prior written notice to the City.**

- J. The Proposer agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from actions or omissions of the Proposer. In reviewing, approving or rejecting any acts of the Proposer, the City in no way assumes or shares any of the responsibility or liability of the Proposer under this proposal. The Proposer shall obtain insurance which shall provide for and meet the hold harmless and indemnification provisions of this Section.
- K. All Insurance Policies and Surety Bonds required herein shall be issued by companies authorized to do business under the laws of the State of Florida and rates no less than "A" in accordance with the latest edition of Best's Key Rating Guide.
- L. The Proposer agrees to abide and be governed by all applicable City, County, State and Federal Codes, Ordinances, and Laws.

APPENDIX B

OTHER MATERIALS AVAILABLE UPON REQUEST

- § Location Map
- § Site Plan of Space
- § Space and Shell Standards
- § Management Agreement Between the City of Coral Gables and Actors— Playhouse(995)
- § Coral Gables Sign Provisions
- § 2004 Cultural Development Board Annual Report
- § Listing of current cultural grant recipients for the City of Coral Gables
- § Copy of FY2004-2005 Miami-Dade County Capital Development Grants Program application submitted by the City of Coral Gables to help fund an "elevette™ and other needed improvements, for which the City was granted \$16,995.00.

Coral Gables Cinemateque Inc.

A Non Profit Corporation

5600 NW 32nd Avenue Miami Florida, 33142

PHONE: 305-573-7339 FAX: 305-573-8101

Supplemental Documentation

Experience/ Past Performance

Steven Krams, President of Coral Gables Cinemateque Corp., has been in the cinema business since 1975. Coral Gables Cinemateque, (a non-profit corporation) referred to as "CGC", is related by common ownership to a group of companies whose business are all related to the entertainment, art, and motion picture business.

Steven Krams brings a unique blend of experience to the table through his affiliations in the theatrical and business.

1. President of Sunstar Theater, operator of nearly 60 motion picture theater screens at 7 locations in Florida and New York.
2. Chairman of Continental Film Laboratories in Miami and Orlando Florida
3. President of Magna-Tech Electronic Company, an Academy Award winning manufacturer and distributor of professional theater and motion picture equipment
4. President of 21st Century Cinema Inc a distributor of motion pictures.
5. President of International Equipment Service Design Consultants for the development of live, performing and motion picture theaters.

If CGC is selected to operate the venue which is the subject of this proposal, it will not only have support from all its affiliates, but will reach out to interested individuals and firms who will be willing to support the "Arts" in Coral Gables.

The affiliates and related companies employ about 200 people

Sunstar Theaters owns and operates Multiplex motion picture theaters in the following locations:

1. **8 Screen Theater in Coral Springs Florida**
2. **10 Screen Multiplex Theater in Sarasota Florida**
3. **8 Screen Multiplex in Ft. Meyers Florida**
4. **Six Screen Multiplex Theater in Ocala Florida**
5. **Six Screen Multiplex theater in Naples Florida**
6. **8 Screen Multiplex in Lockport New York**

Magna-Tech Electronics, and its affiliates, have authorized agents and service organizations in the following locations:

Magna-Tech Electronic Co. Inc. Home office Miami Florida USA.
International Cinema Eq. Co - . U.A.E. (Middle East)
International Cinema Equipment Co. - Turkey, Izmit Turkey
Magna-tech Electronic Co. - Katerinburg Russia
Magna-Tech Electronic Co. - Delhi India
Roberts Film Service – Montreal Canada
Cinex Sales - London England
Multirich Enterprises – Taipei Taiwan
Hi Fidelity Services – Paris France
C.E.C. Vacca - Buenos Aires Argentina
Trans Asian Films - Kuala Lumpur
International Cinema Equipment – Lima Peru

The Companies

Magna-Tech Electronic Co. Inc. Inc.

Manufacturer, Distributor, and Installer of Professional 16mm, 35mm, 70mm, and Digital Motion Picture Equipment.

International Equipment Services

Consulting Services for the design and development of motion picture theatres.

21st Century Cinemas Inc.

Formerly the operators of the City of Miami Tower Art Center & Theatre and presently distributors of feature length films from Latin America.

Sunstar Theaters LLC.

Owners and operators of multiplex first run motion picture theaters.

Continental Film Laboratories Inc.

Owners and operators of professional Digital Imaging post production and motion picture film laboratories located in Miami and Orlando Florida.

Our knowledge and experience in our business is unique. We are designers, engineers, cinema operators, design consultants, film distributors, suppliers, installers, and manufacturers. We fabricate, manufacture and distribute all types of motion picture and audio visual equipment. We operate the oldest and most well known professional film lab in the Southeastern United States.

Through our affiliated company Magna-Tech Electronic Co. Inc we manufacture electronic high speed 16 & 35mm projection equipment, recording equipment and post production equipment for the cinema. We have received an *Academy Award* for Technical Achievement and three *Academy citations* for innovative and new product developments that enhance the production of sound in motion pictures.

Through our affiliate company 21st Century Cinemas Inc., we distribute feature length films from Latin America including "Little Thieves Big Thieves (Venezuela), "A Night with Sabrina Love" (Argentina), "Malabana", and a unique collection of vintage American, European & Russian Feature length and short film subjects, for cinemas, cable, TV, and video rental.

Motion Picture Theatre Management Experience.

Steven Krams President and Managing Partner of Sunstar Theaters LLC

Owned, Operated and booked The Grand Theatre in Cornelia Georgia 1984-90

Served as cinema management consultant for RND Cinemas Nassau Bahamas 1995-2003

Served as cinema management and development consultant to MovieCenter Montevideo Uruguay, operators of the largest multiplex cinema chain in Uruguay. 1996-Present

Served as management and development consultant for The Movies of Curacao multiplex cinemas 1994-present

Served as management and development consultant for De Veer Theatres Aruba 1985-present

Served as development consultant for Galleria Cinemas Nassau Bahamas 1999-present

Partner and operator of Wellington 8 Cinemas Wellington Florida 1999-2002

Served to develop operations and management plans for over 50 multiplex cinema complexes all over the world 1985-present- references supplied upon request.

Operator of the City of Miami Tower Theatre and Art Center, 2000-2002.

Proposed Programs & Events

Community Events to be held at the "CGC" under the proposed management agreement with the City of Coral Gables

We propose to hold events, which will include:

The World Premieres of HBO's made for TV films of special interest to the South Florida Community. We have done this previously for the City of Miami at the Tower Theater. This included "For Love or Country" with Andy Garcia & Gloria Estefan

USA premieres of feature films such as "Little Thieves - Big Thieves" with Orlando Urdanetta

The USA premiere of films like the independent feature film "Zelimo"

A weekly program of Sunday afternoon senior citizens Spanish Language classic feature film presentations. The films of Mexico, Spain, Argentina, Brazil and more.

A weekly program of classic presentations of the best 100 years of the American Cinema.

"The Performers Vault" Evening conversations and interaction with important performers, directors, and executives in the entertainment and media industry. This will be a TV show to be produced and offered to a major national cable network with live audience participation.

A monthly student Filmmakers Exhibition. This is presented in partnership with local independent film makers. The program will be called "Show us Your Stuff". This will be an opportunity for local filmmakers to showcase their productions in a professional cinema environment at minimal expense.

Joint Programs presented by Miami Dade Community College and the Miami International Film Festival.

South Florida premieres, press screenings and previews of major Hollywood motion pictures.

Special screenings of music videos & forums from local well known names in the entertainment and arts field.

Special screenings of children's films scheduled to coincide with the school calendar

Screenings of classic Cuban films this program to be called "*Cine Cubano*"

Program slots to be reserved and allotted to the City of Coral Gables and to community organizations to use the facility for special meetings and get together.

The business merchants association will be offered use of the facilities as well.

In connection with Mitch Kaplan and the famed "Books & Books Organization, the facility will be offered for authors, writers and lecturers to review and showcase their work.

The facility shall be offered for small chamber concerts, recitals, and receptions.

An opportunity will be given to local artists to showcase their artwork in the gallery.

Daily film shows of independent and Hollywood motion pictures 7 days a week, except for national holidays.

21st Century Latin Film Festival – An on going festival for cinema aficionados of Latin Cinema. We propose to feature a new Latin made feature film each month.

Argentine film festival in co-operation with the Consulate General of the Government of Argentina. A week long presentation of Argentine films of all types.

Italian Film Festival – a well received annual festival of current Italian films.

Cinema Museum- a permanent exhibit of rare museum quality artifacts from the early days of Hollywood and the motion picture industry

EXPERIENCE IN THE FIELD

Our businesses have us taken all over the United States and the world. Our consultation, design, engineering, manufacturing, sales, and support are well known.

From 1980-1988 we owned and operated Westar Sales & Services Ltd. located in London England. This organization supplied cinemas all over the UK and the EU. In addition we ran a service and support organization for over 500 Cinemas through the UK.

We have provided over many years operational expertise, design consulting, equipment, supplies, service, training and support to various branches of the government and the Armed Services of the United States of America.

A list of clients and references below will give the evaluator's support and comfort with our ability to perform this contract should we be selected as operators.

PARTIAL CLIENT LIST - GOVERNMENTAL WORK:

The City of Miami Tower Theatre - Miami Fla.
The City of Miami Beach Byron Carlyle Art Theater
The Wolfson Center for the Preservation of Film Theater
City of Miami Varrick Park
Shores Theater for Performing Arts-Miami Shores Fla.
City of Miami Gusman Cultural Center-Miami Fla.
Beaumont Lecture Hall at the U of M-Miami Fla.
Colony Theatre for the Performing Arts-
Miami Beach Fla.
Columbia School of Broadcasting-Chicago Ill.
State University of New York Stony Brook L.I.
University of Wisconsin Student Union Theatre-
Madison Wisconsin
University of Colorado Performing Arts Theater
The White House Communications Agency
Washington D.C.
The National Archives of the United States of America
Washington D.C.
Johnstown Flood Visitor Center
Johnstown Pa.

U.S. NAVY MOTION PICTURE SERVICE. 16 PROFESSIONAL THEATRE
INSTALLATIONS FROM HAWAII TO CONNECTICUT FOR NAVY AND MARINE
CORPS.

VIRGINIA POWER COMPANY, TWO FULLY AUTOMATION CUSTOM STEREO
PROJECTION AND SOUND SYSTEM, CURVED SCREENS
LOCATION: THE SURRY NUCLEAR POWER STATION VISITOR CENTER.

U.S.D.A. ALASKA - MULTIMEDIA 35MM, 16MM AND SLIDE PRESENTATION SYSTEM
FOR TOURIST CENTER AT PORTAGE GLACIER ALASKA. ALL AUTOMATED WITH
CHRISTIE CONSOLE SYSTEM, REMOTE CONTROL, DOLBY SOUND

U.S. ARMY FT. MONROE - CONFERENCE/BRIEFING ROOM, MULTI MEDIA.

TEXAS PARKS AND WILDLIFE COMMISSION - 16MM NORELCO CUSTOMIZED
PROJECTION SYSTEM.

PARTIAL CLIENT LIST - COMMERCIAL INSTALLATION (MUCH MORE AVAILABLE, PLEASE CALL IF YOU REQUIRE ADDITIONAL NAMES)

THE REALLY USEFUL PEOPLE GROUP- LONDON ENGLAND, CONSULTED, DESIGNED, DEVELOPED AND PRODUCED FILM PORTIONS OF THE ANDREW LLOYD WEBBER PRODUCTION OF "STARLIGHT EXPRESS"

KENT THEATRES - SUPPLIED THEATRE PROJECTION EQUIPMENT FOR SEVERAL THEATRES, PARTS, AND REPAIR SERVICES.

THE LAS VEGAS HILTON HOTEL- DESIGNED, SUPPLIED AND INSTALLED INTERLOCK SPECIAL VENUE MOTION PICTURE PROJECTION SYSTEM.

SILVER SCREEN CINEMAS. SUPPLIED THEATRE PROJECTION EQUIPMENT FOR SEVERAL THEATRES, PARTS, AND REPAIR SERVICES.

RND CINEMAS - BRENT DEAN OR JEROME FITZGERALD - SUPPLIED FIVE PLEX THEATRE TURN KEY INSTALLATION; CONTINUE TO SUPPORT WITH MAINTENANCE, PARTS, ETC.

CINEMA NORTH - KIP MULLIN. SUPPLIED SEVERAL THEATRES WITH 35MM PROFESSIONAL EQUIPMENT, SERVICE, AND INSTALLATION

SUNSTAR CINEMAS- OCALA FLORIDA, SUPPLIED AND INSTALLED MULTIPLEX CINEMA PROJECTION AND SOUND

CINEVISION CORPORATION, STEVE NEWTON - SUPPLIED EQUIPMENT FOR THEATRE PROJECTION AND SOUND SINCE 1975.

BACKSTAGE LTD. - COMING ATTRACTIONS, JOHN SCHWEIGER, SUPPLIED SEVERAL THEATRES WITH PROJECTION AND SOUND EQUIPMENT INCLUDING CHRISTIE CONSOLES AND PLATTERS.

FLORIDA RESOURCE MANAGMENT - 18 CINEMA SYSTEMS IN THE PHILLIPPINES.

GALLERIA CINEMAS- DESIGNED AND ENGINEERED 8 SCREEN MULTIPLEX CINEMA IN NASSAU BAHAMAS, SUPPLIED AND INSTALLED ALL EQUIPMENT AND FURNISHINGS

MOVIE CENTER - JELSI -MONTEVIDEO URUGUAY - CONSULTED ON OPERATIONS DESIGN AND ENGINEERING. SUPPLIED AND INSTALLED ALL EQUIPMENT AND FIRNISHINGS FOR 17 CINEMA AUDITORIUMS

CINE PACIFICO- LIMA PERU -CONSULTATION, DESIGN AND DEVELOPMENT OF PERU'S FIRST 12 PLEX MULTI CINEMA

TOP RANK CINEMAS-LIMA PERU SUPPLIEDAND INSTALLED PROJECTION AND SOUND SYSTEMS FOR 37 CINEMAS

ORIOLE CINEMAS- SUPPLIED AND INSTALLED 5 PLEX CINEMA, PROJECTION,
SOUND, SEATING, CONCESSION

LAKE WORTH CINEMAS- LAKE WORTH FLORIDA, SUPPLIED AND INSTALLED 7
PLEX CINEMA, PROJECTION SOUND AND SEATING

DELRAY SQUARE CINEMAS- DELRAY FLORIDA, SUPPLIED, INSTALLED<
PROJECTION, SOUND AND SEATING

WELLINGTON 8 CINEMAS – WELLINGTON FLORIDA, SUPPLIED AND INSTALLED
PROJECTION, AND SOUND. EQUITY PARTNER AND OPERATOR OF THIS CINEMA.

STARNET CINEMAS- JACKSONVILLE FLA. SUPPLIER OF EQUIPMENT AND
SUPPLIES

CINEMAS AGUADULCE- DESIGNED, DEVELOPED, ENGINEERED, SUPPLIED AND
INSTALLED A THREE PLEX CINEMA IN PANAMA

Some of the Company We Keep!

**We are prime Manufacturers and Suppliers of MAGNA-TECH high speed
electronic interlock recording and projection systems for the following studios:**

**Paramount Studios- Hollywood California
Sony-Columbia Studios Hollywood California
Warner Brothers Studios Burbank California
Warner Sound Studios Hollywood California
Todd Ao Sound One Studios – New York, New York
Todd-Ao Sound One Studios- Hollywood California
20th Century Fox
Universal Studios-Burbank California
Walt Disney Studios-Burbank California
Magno Sound- New York New York
Bangladesh Film Corporation
Yokahoma Film Studios-Tokyo
Tokyo Film Labs-Tokyo
Tokyo University-Tokyo
Filem Negara- Kuala Lumpur
Shepperton Studios-Shepperton England**

Programming Plan

Since CGC has had the benefit of operating both commercial theaters and venues such as the City of Miami's Tower Theater and Art Center it is well situated to reliably forecast what kinds of events and programs are feasible for this kind of theatre.

Because of the limitation in space that is available a full stage cannot be accommodated. Thus, no theatrical productions can be presented.

We believe the following programs can be successfully attempted.

CGC proposes to have a regular schedule of:

1. Motion pictures to appeal to the local residents of the area.
2. A regular schedule of area premiers of major feature motion pictures, many from Latin America and many in the Spanish language with English sub-titles.
3. Argentine, Italian, and Spanish film festivals.
4. It is our plan that we will present a new Latin feature length film at the "CGC" Monthly. Through its distribution company 21st Century Cinemas it will be able to provide an uninterrupted supply of Latin made films for the "CGC"
5. "CGC" plans to enter into an agreement with a cable TV channel to originate a series of TV shows from the facility that will feature famous name guests being interviewed on their life's work in the arts and entertainment field.
6. "CGC" plans to continue to develop and work closely with the City of Coral Gables to bring quality art exhibits, lectures, workshops, musical presentations, and cultural events to the theater.

MARKETING ADVERTISING AND PROMOTIONAL STRATEGY

1. "CGC" will promote the venue by use of all printed and electronic media.
2. "CGC" is a not for profit corporation. Thus, it may be able to qualify for sponsorship of special community outreach programs.
3. Our proposed film schedule includes daily screenings of feature films at 8:30PM Monday thru Thursday and during the weekend Friday at 7:00PM and 9:15 PM, Saturday and Sunday 4:00PM-7:00PM and 9:15PM. This schedule will change when special events are scheduled.

OPERATION STRATEGIES

Steven Krams, the president of the company, will be responsible for the overall operation of the venue. His experience of over 40 years in film distribution, exhibition, and his motivational skill, insures that all aspects of the operation maintain a professional character and set a standard of excellence.

1. We propose a concession stand that will provide sweets, candy, ice cream, coffee, soft drinks, and bottled water.
2. Currently the interior of the venue is unfinished. "CGC" proposes that the City finish the interior of the building including all floors, walls, plumbing, electrical, HVAC, carpets and security.
3. "CGC" proposes to invest approximately \$400,000 in equipment, fixtures and furnishings.
4. "CGC" proposes that the City be responsible for all building systems such as electrical, plumbing, HVAC, doors, and exterior maintenance.
5. "CGC" proposes to pay from its operating budget insurance, monthly security service, garbage collection, staffing, programming costs, advertising and promotion.
6. The theatre will be cleaned daily by "CGC" staff. Since ICECO-MTE has been in the theatrical equipment business since 1975, it is a routine matter to keep the projection, sound and theatrical systems in good order. "CGC" will maintain at its cost service contracts for all equipment that "CGC" installs. "CGC" proposes the city maintain service contracts or be responsible for any equipment the city installs. "CGC" will maintain its in-house staff for all day-to-day and routine maintenance and janitorial issues.
7. The equipment supplied by "CGC" as specified, will be paid for by "CGC". At the end of the lease period it proposes that the equipment and fixtures shall be donated to the City of Coral Gables.
8. The equipment to be supplied by CGC will include: theater seating, concession equipment, projection and sound equipment, POS equipment, office furnishings, Magna-Tech interlock 16 & 35mm dubbing machines, tables, chairs, lobby benches, ladders, freezer, telephones and answering equipment, video cameras, scaffold system for adjusting lights and screen, film editing equipment, red carpet for the front of the theatre (special occasions), crowd control barricades, crowd control ropes and posts, poster displays, electronic speaking device for box-office and a portable stage to be used when necessary.
9. A program of management training will be prepared and implemented based upon nearly 30 years experience in the motion picture and theatre business.
10. Management training will be provided including risk management, security, customer courtesy, employee relationship, decorum, personal appearance, housekeeping, maintenance, and operation procedures.
11. The corporation presently is a Not for Profit Florida Corporation.

12. "CGC" proposes that in exchange for its investment in equipment, the program to be presented, and for all other good and valuable consideration, a nominal rent of \$100.00 per month shall be paid to the city.
13. "CGC" agrees that after the 5th year of operation, if there is an operating surplus on hand, the city shall be paid 10% of those funds in order to help offset its expenses.
14. "CGC" proposes to pay the insurance for liability and coverage to all fixtures and equipment provided by CGC.
15. "CGC" Cinemateque proposes a five-year lease with 3 five-year options.

Yours very truly,

A handwritten signature in black ink, appearing to read "Steven H Krams", with a long horizontal flourish extending to the right.

Steven H Krams, President

Coral Gables Cinemateque Inc.
5600 NW 32nd Ave. Miami FL 33142
Ph: 305 573 7339
Ref: RFP/Q for Coral Gables cultural space / theater.

PROPOSED BOARD MEMBERS

Jan 18, 2006

Steven Krams- Chairman and President 305-573 7339

Myrna (Midge) B. Krams 305 666 9753

Donald Kahn esq. 305 865 4311

Mitchell Kaplan 305 442 4208

Demetrio Balbatua Ferrer 305 949 4252

Proposed Operating Budget for CGC Coral Gables

Coral Gables Cinemateque - 5600 NW 32nd Ave. Miami FL 33142 ph: 305 573 7339

Proposed Revenue

	2007/8	2008/9	2009/10
Admissions	\$ 153,000.00	\$ 182,000.00	\$ 209,000.00
Membership Dues	\$ 2,500.00	\$ 5,000.00	\$ 7,500.00
Outisde Programs	\$ 4,000.00	\$ 6,000.00	\$ 8,000.00
Fees for Lecture Series	\$ 2,000.00	\$ 4,000.00	\$ 8,000.00
Gallery Fees	\$ 3,000.00	\$ 3,500.00	\$ 4,000.00
Misc Fees	\$ 1,000.00	\$ 1,500.00	\$ 1,700.00
Facility Rentals	\$ 2,000.00	\$ 4,000.00	\$ 5,000.00
Concession Revenue	\$ 75,000.00	\$ 90,000.00	\$ 100,000.00
Corporate Contributions	\$ 5,000.00	\$ 50,000.00	\$ 60,000.00
Foundation Grants	\$ -		
Private Contributions	\$ 500,000.00	\$ 50,000.00	\$ 50,000.00
TOTAL	\$ 747,500.00	\$ 396,000.00	\$ 453,200.00

Proposed Operating Expenses

PERSONNEL

Adminsitrativ	\$ 50,000.00	\$ 55,000.00	\$ 60,000.00
Artistic	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00
Technical	\$ 20,000.00	\$ 22,000.00	\$ 25,000.00

Travel	\$ 7,500.00	\$ 8,700.00	\$ 10,000.00
Insurance	\$ 5,000.00	\$ 6,500.00	\$ 9,500.00

MARKETING

Advertising & Publicity	\$ 30,000.00	\$ 40,000.00	\$ 45,000.00
Programs and Printing	\$ 5,000.00	\$ 6,000.00	\$ 7,000.00
Postage & Distribution	\$ 2,500.00	\$ 3,000.00	\$ 3,500.00
Website	\$ 1,500.00	\$ 2,000.00	\$ 2,500.00

OTHER

Telephone & Communications	\$ 3,500.00	\$ 4,000.00	\$ 4,500.00
Concession Costs	\$ 30,000.00	\$ 35,000.00	\$ 40,000.00
Equipment	\$ 400,000.00	\$ 35,000.00	\$ 40,000.00
Misc Supplies	\$ 5,000.00	\$ 6,000.00	\$ 7,000.00
Utilities	\$ 36,000.00	\$ 40,000.00	\$ 44,000.00
Development Expenses	\$ 5,000.00	\$ 10,000.00	\$ 12,500.00
Rent City of Coral Gables	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
Legal & Accounting	\$ 5,000.00	\$ 7,500.00	\$ 7,000.00
Reserve for Replacement	\$ 114,800.00	\$ 84,100.00	\$ 104,500.00
TOTAL	\$ 747,000.00	\$ 396,000.00	\$ 453,200.00

TOWER THEATER FUTURE EVENTS FOR THE MONTH OF NOVEMBER

SABADOS

- TRIBUTO A GARY COOPER—CINEMA 1
- TRIBUTO AL CINE FRANCES— CINEMA 2

DOMINGOS

- CINE ESPAÑOL—CINEMA 1
- FESTIVAL DE CINE CUBANO— CINEMA 2

DOMINGO NOV. 5

- UNA TARDE DE ARTE CUBANO—documentales sobre artistas cubanos

DOMINGO NOV.19

CINE DEBATE— CUMBRES DE PASION—la vida de Ronald Reagan

Community Activities Services

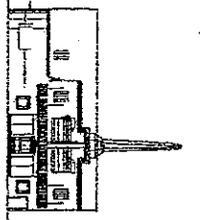
All Thursdays 5:30pm—7:00pm at Theater Lobby
Rehearsals for Miss Turismo Miami

TOWER THEATER TWIN CINEMA
2 FOR 1 PROMOTIONAL COUPON

PRESENT THIS COUPON
PAY FOR ONE TICKET AND OBTAIN
ONE TICKET FREE

VALID FOR ANY SHOW
SUNDAY THRU THURSDAY
THIS PROMOTION EXPIRES 12/31/00

THE TOWER THEATER IS OPERATED BY
21ST CENTURY CINEMAS AND IS OWNED
BY THE CITY OF MIAMI



TOWERED THEATER
1608 S.W. 8th Street
Miami, Florida

Remarks:
CONTACT PERSON—TONY WAGNER (305) 859-2704

October 2000

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 CINE INFANTIL Time: 10:00am CINE ESPAÑOL TIME : 1:00PM MOVIE SHOW TIME: 3:30 PM 6:15 PM 9:00 PM	2 MOVIE SHOW TIME: 8:00 PM	3 MOVIE SHOW TIME: 8:00 PM	4 MOVIE SHOW TIME: 8:00 PM	5 MOVIE SHOW TIME: 8:00 PM	6 X-MAN Gone in 60 Seconds MOVIE SHOW TIME: 3:30 PM 6:15 PM 9:00 PM	7 MOVIE SHOW TIME: 3:30 PM 6:15 PM 9:00 PM
8 CINE INFANTIL Time: 10:00am CINE ESPAÑOL TIME : 1:00PM MOVIE SHOW TIME: 3:30 PM 6:15 PM 9:00 PM	9 MOVIE SHOW TIME: 8:00 PM	10 MOVIE SHOW TIME: 8:00 PM	11 MOVIE SHOW TIME: 8:00 PM	12 MOVIE SHOW TIME: 8:00 PM	13 Gone in 60 Seconds Price of Glory MOVIE SHOW TIME: 3:30 PM 6:15 PM 9:00 PM	14 Raul Duran Jazz Concert Time: 10:30pm MOVIE SHOW TIME: 3:30 PM 6:15 PM 9:00 PM
15 CINE INFANTIL Time: 10:00am CINE ESPAÑOL TIME : 1:00PM MOVIE SHOW TIME: 3:30 PM 6:15 PM 9:00 PM	16 MOVIE SHOW TIME: 8:00 PM	17 MOVIE SHOW TIME: 8:00 PM	18 Merchants Commissioner Joe Sanchez : 11:00am MOVIE SHOW TIME: 8:00 PM	19 MOVIE SHOW TIME: 8:00 PM	20 The Art of War Gone in 60 Seconds MOVIE SHOW TIME: 3:30 PM 6:15 PM 9:00 PM	21 MOVIE SHOW TIME: 3:30 PM 6:15 PM 9:00 PM
22 CINE INFANTIL Time: 10:00am CINE ESPAÑOL TIME : 1:00PM MOVIE SHOW TIME: 3:30 PM 6:15 PM 9:00 PM	23 MOVIE SHOW TIME: 8:00 PM	24 Cultural Arts Board Time: 2:00pm MOVIE SHOW TIME: 8:00 PM	25 MOVIE SHOW TIME: 8:00 PM	26 MOVIE SHOW TIME: 8:00 PM	27 Ford Motor Co. Movie Show 5:00 PM - 8:30pm Globe Link Prod. Film Cycle con Leche Time: 9:30 PM MOVIE SHOW TIME: 3:30 PM 6:15 PM 9:00 PM	28 Perfect Storm The Art of War MOVIE SHOW TIME: 3:30 PM 6:15 PM 9:00 PM
29 CINE INFANTIL Time: 10:00am CINE ESPAÑOL TIME : 1:00PM MOVIE SHOW TIME: 3:30 PM 6:15 PM 9:00 PM	30 Alliance Theater Film Presentation Time: 7:00pm MOVIE SHOW TIME: 9:30 PM	31 MOVIE SHOW TIME: 8:00 PM				

1508 S.W. 8TH STREET MIAMI, FLORIDA

TOWER THEATER

21st CENTURY CINEMAS IN COOPERATION WITH
THE CITY OF MIAMI PROUDLY ANNOUNCES
THE OPENING OF THE

PLEASE JOIN US TO CELEBRATE A NEW
BEGINNING FOR THE HISTORIC TOWER THEATER
IN THE HEART OF LITTLE HAVANA DISTRICT

FRIDAY SEPTEMBER 1, 2000 AT 8:00 PM

ALL FILMS PRESENTED AT THE TOWER THEATER
ARE IN THE NATIVE LANGUAGE OF THE COUNTRY THE FILM
WAS PRODUCED AND ALL INCLUDE SPANISH SUB-TITLES

REGULAR SHOW SCHEDULE STARTS:
SUNDAY SEPTEMBER 3rd, 2000

SHOW TIMES:

CINEMA 1 3:00 PM 5:45 PM 8:30 PM
CINEMA 2 3:30 PM 6:00 PM 8:45 PM

FOR INFORMATION PLEASE CALL : (305) 573-7339

PRESENT THIS INVITATION AT THE TICKET BOOTH FOR ADMISSION



PEDRO PORTAL/EL NUEVO HERALD

MIAMI: Arturo Sandoval laughs as he listens to actor Andy Garcia talk with a reporter at a press event before Saturday's premiere of 'For Love or Country: The Arturo Sandoval Story.'

lection week. We
society where we
leaders. And we
to draw back the
goes on in a one-
man system."

The tower's plush
painted name tags
for the film-
actors attending
that included
on, who played
Gillespie, and
who portrayed

Sandoval delayed leaving Cuba
for years because he couldn't
leave Marianela, a former
Cuban state official.

Miami Mayor Joe Carollo
welcomed the audience to the
premiere, noting the theater's
recent \$6 million renovation.

Receiving a key to the city,
Sandoval said: "We've lived
here about 10 years, from my
first days in the U.S., and we'll
probably die here. And while
I've received many keys [to cit-

little sad that I had never got
the key to Miami before. So I'm
very proud, and I love Miami."

Sandoval, who defected to
America in 1990, has received
three Grammy Awards and 12
Grammy nominations since
1978. Jazz flutist Nestor Torres
pointed to Sandoval as proof
that Latin music is no mere
pop-single fad.

For Love or Country debuts
on HBO Saturday night, and
will be rebroadcast through



ANDY GARCIA: He plays Sandoval but fakes it on horn.

Sandoval' opens with VIP bash

BY LYDIA MARTIN
 martin@herald.com

If the folks at HBO were looking for a way to woo Miami, they found it with *For Love or Country: The Arturo Sandoval Story*.

Premiering Saturday with a star-studded bash in Little Havana and airing Nov. 18 on the cable network, *For Love or Country*, about the famed Cuban jazz trumpeter, is as home-grown as a made-for-TV movie can

be. It's about Cuba. It's about Castro. It's about exile. It was shot in town, and it stars a bunch of Miamians, including favorite son and daughter Andy Garcia, who also executive-produced, and Gloria Estefan, who continues to work on her acting.

There are also appearances by rocker Nil Lara, actress Deborah Magallana and her brother, jazz flutist Nestor Torres, plus a host of other locals. (Look for a walk-on by Herald



HERALD FILE

ARTURO SANDOVAL: Famed jazz trumpeter plays at a 1997 benefit in Coral Gables.

'Sandoval Story' is premiering with VIP bash in Little Havana

MOVIE, FROM 1E

columnist Liz Balmaseda, who worked as associate producer and script consultant.) And don't miss Steven Bauer, of *Que Pasa U.S.A.?* fame, as Angel, a club owner in Havana. It's no wonder scoring an invite to Saturday's party is nearly impossible. The 350-seat Tower Theater, in the heart of Little Havana's *Calle Ocho*, is filled to capacity, although HBO is still fielding a barrage of begging calls.

"There were a lot of compelling reasons to do the big premiere in Miami," says HBO spokeswoman Pat Conner. "But the main reason is that if we didn't, we would be run out of town. Everybody's trying to get in. I hate to disappoint, but the majority of the invites are

the personal lists of Andy and Arturo and Gloria."

The premiere kicks off Miami-style, with rounds of mojitos by Bacardi, and ends Miami-style, with a VIP party at Bongos Cuban Cafe, hosted by owners Gloria and Emilio Estefan. Sandoval and his band are scheduled to jam at the bay-front Cuba-happy restaurant.

For Love or Country, filmed in Miami and Puerto Rico last spring, is a love story as much as it is a tale about one musician's fight for free expression.

It unfolds between 1967, when Sandoval became the youngest member of the Orquesta Cubana de Musica Moderna, and 1990, when he defected to the United States. It delves into his years with the famed jazz-fusion group Irakere, which he founded with

Paquito D'Rivera and Chuchó Valdes.

He sacrifices one chance to leave Cuba when he falls in love with Marianela, a government worker who insists on her loyalty to the state. But when it becomes impossible for Sandoval to continue playing his music in Cuba, they devise their escape together, with the help of jazz legend Dizzy Gillespie.

Garcia, a more handsome, Hollywood version of the real Sandoval, does the horn-blowing on camera, but it's authentic Sandoval on the soundtrack.

Not a close, personal friend of Arturo, Andy or Gloria?

No worries. You can catch *For Love or Country* on HBO several times through mid-December.



INTERNATIONAL CINEMA EQUIPMENT
 A division of Magna-Tech Electronic Co. Inc.
 5600 NW 32nd Avenue,
 Miami, FL 33142 U.S.A.
 Ph. (305) 573-7339 / Fax (305) 573-8101
 Email: iceco@aol.com / Web: www.iceco.com

QUOTATION

06QH620.1

To:

City of Coral Gables/ Coral Cables Cinemateque
 Aragon Avenue
 Coral Gables, Florida

Date: 6/20/2006
 FOB Point:
 Delivery Time: 45-60 DAYS ARO&P
 Prices valid through: 08/04/06

Attention:
 Phone:
 Fax/Email:

Cathy Swanson/Steven Krams

Payment Terms:
 Salesperson:
 E-mail Address:

TBA
 SH KRAMS
 iceco@aol.com

Qty	Description	List Price	Disc	Unit Net	Total
PRELIMINARY MULTIPURPOSE & CINEMA PACKAGE For Film, Multi-Media & Performance					
1	KINOTON FP-38D Dual 16/ 35MM PROJECTOR WITH TRIPLE LENS AUTO TURRET, AUTO APERTURE CHANGER, CONTROLLER, DUAL 2:35-1 & 1:85-1&16mm APERTURE PLATE, OPTICAL SOUND HEAD WITH LED DIGITAL/ANALOG REVERSE SCAN READER, SYNCHRONOUS 120V 1 PHASE 60 CYCLE MOTOR, CHANGEOVER, TOOL KIT, OIL, PARTS LIST & MANUAL THREE YEAR WARRANTY			\$49,500.00	\$49,500.00
2	KINOTON 16000 WATT CAPACITY XENON LAMPHOUSE INCLUDING 220V 3 PHASE 60 CYCLE IREM POWER SUPPLY, INCLUDES CIRCUIT BREAKER PANEL, AMP METER, HOUR METER, PROJECTOR SUPPORT WITH ONE YEAR WARRANTY			\$5,800.00	\$11,600.00
4	1600W XENON BULBS (2 FOR SPARES)			\$395.00	\$1,580.00
1	Christie AW3R PLATTER SYSTEM, 3 DECK			\$2,950.00	\$2,950.00
1	CHRISTIE MAKEUP TABLE FOR PLATTERS			\$450.00	\$450.00
1	CRATING FOR PLATTER			\$200.00	\$200.00
1	CRATING FOR PROJECTOR			\$175.00	\$175.00
1	CHRISTIE CINEMA DIGITAL PROJECTION SYSTEM WITH 4K-7K XENON LIGHT SOURCE, SCALER, FLAT & ANAMORPHIC LENS			\$70,000.00	\$70,000.00

Signature: _____

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QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	ANTI WRAP FILM DETECTORS	\$150.00	\$150.00
1	CHRISTIE 3Q AUTOMATION SYSTEMS, PREWIRED INTO CONSOLES, WITH TRIPLE CUE DETECTOR	\$1,800.00	\$1,800.00
LENSES ESTIMATED AS FOLLOWS. PRICE WILL VARY DEPENDING UPON FINAL SIZES REQUIRED			
1	SCHNEIDER LENSES FOR 1:85 PROJECTION, NEW	\$595.00	\$595.00
1	SCHNEIDER LENSES FOR ANAMORPHIC PROJECTION (CINEMASCOPE) TO BE INTEGRATED STYLE, FOCAL LENGTH TO BE DETERMINED	\$1,400.00	\$1,400.00
1	SCHNEIDER OR EQUAL LENS FOR 16mm PROJECTION	\$450.00	\$450.00
1	ISCOMORPHOT 16 ANAMORPHIC LENS ADAPTER FOR 16MM	\$760.00	\$760.00
1	KELMAR UNIVERSAL DIMMER, 2 POSITION, 2.4K, 1 PH., NEW	\$440.00	\$440.00
SOUND SYSTEM (DOLBY ANALOG AND DIGITAL)			
1	DOLBY CP-650 ANALOG/DIGITAL STEREO PROCESSOR WITH EX STANDARD SURROUND CHANNELS	\$9,500.00	\$9,500.00
1	DTS 6D DIGITAL PROCESSOR & READER PROCESSOR	\$3,900.00	\$3,900.00
1	DOLBY CAT 702 STEREO DIGITAL READER	\$1,925.00	\$1,925.00
1	DCA 1622 2 CHANNEL AMPS FOR EX SURROUND	\$626.00	\$626.00
3	DCA 1622 2 CHANNEL AMPS FOR BACKSTAGE SPEAKERS	\$626.00	\$1,878.00
1	DCA 1622 2 CHANNEL AMPS FOR STANDARD SURROUND	\$626.00	\$626.00
1	DCA1622 2 CHANNEL AMPS FOR SUB WOOFERS	\$626.00	\$626.00
1	QSC DCM-1 DIGITAL BOOTH MONITOR/CROSSOVER SYSTEM	\$1,970.00	\$1,970.00
1	650DCM CABLE	\$98.00	\$98.00
6	DPC 15 DATAPORT CABLE FOR AMPLIFIER	\$6.25	\$37.50
1	RACK FOR MOUNTING SOUND EQUIPMENT, NEW	\$395.00	\$395.00
1	PRE-WIRE SOUND RACK, INCLUDES LABOR, HARDWARE, AND MATERIALS	\$695.00	\$695.00
1	SMART DA226 MUSIC DISTRIBUTION SYSTEM, NEW <u>NOTE: CUSTOMER MAY PROVIDE THEIR OWN CD PLAYER PURCHASED LOCALLY. SUGGEST MULTI DISC SYSTEM</u>	\$576.00	\$576.00
3	JBL 4642 THREE WAY STAGE SPEAKER SYSTEMS, NEW FOR LARGE AUDITORIUMS - SET FOR BIAMP	\$1,650.00	\$4,950.00
2	JBL 4645C SUB WOOFER SPEAKERS UTILIZING (2) PER AUDITORIUM	\$750.00	\$1,500.00
12	JBL 8340A DIGITAL SURROUND SPEAKERS, NEW	\$295.00	\$3,540.00

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12	JBL 2517 ADJUSTABLE MOUNTING BRACKETS FOR 8340A, NEW	\$24.00	\$288.00
SCREENS, FRAMES, & MASKING - all prices subject to final drawings			
1	TECHNIKOTE MATTE WHITE SCREEN, SOUND PERFORATED PRICE IS ESTIMATED ONLY - SUBJECT TO CHANGE BASED UPON FINAL DRAWINGS.	\$700.00	\$700.00
1	WESTAR SCREEN FRAMES PRICE IS ESTIMATED ONLY - SUBJECT TO CHANGE BASED UPON FINAL DRAWINGS.	\$500.00	\$500.00
150	SPRINGS FOR MOUNTING SCREENS-ESTIMATED	\$0.36	\$54.00
1	ADC Curtain Motors with Controllers- For Moveable front of screen curtain - reconditioned	\$900.00	\$900.00
1	Lots of Curtains, Rigging, Steel Tracks, hardware and Support-New Estimated subject to change with final Drawings	\$5,500.00	\$5,500.00
1	ADC MASKING MOTOR & CONTROL-Reconditioned For Moveable Side Masking	\$900.00	\$900.00
1	Lots of Rigging and materials required for moveable masking-Estimated Subject to final drawings	\$1,000.00	\$1,000.00
100	YARDS Black Duvetyn Masking Material	\$5.50	\$550.00
PROJECTOR SERIES SUPPORT			
1	KELMAR REWIND SYSTEM WITH TABLE, REBUILT	\$1,200.00	\$1,200.00
1	WESTAR 35MM STANDARD TAPE SPLICER, NEW	\$200.00	\$200.00
40	ROLLS CLEAR SPLICING TAPE	\$2.50	\$100.00
2	1000' ROLLS PLASTIC LEADER	\$67.00	\$134.00
2	100' ROLLS FRAMLINE LEADER	\$40.00	\$80.00
10	ROLLS CUE TAPE	\$4.00	\$40.00
1	GALLON PROJECTOR OIL	\$14.00	\$14.00
2	BOTTLES XEKOTE	\$9.00	\$18.00
2	BOTTLES XECLEEN LENS CLEANER	\$9.00	\$18.00
6	SCHNEIDER #65-099462 12" X 15" PHOTO CLEAR LENS CLOTHS	\$9.00	\$54.00
2	136' COUNTDOWN MYLAR LEADER	\$60.00	\$120.00
1	PROTECTIVE XENON BULB CHANGING JACKET	\$150.00	\$150.00
1	PAIR SAFETY GLOVES	\$20.00	\$20.00
1	FACE MASK	\$20.00	\$20.00
1	SETS SWITCHEROO FILM CLAMPS	\$110.00	\$110.00
1	SPARE CHRISTIE PLATTER CENTER FEED PLATES	\$176.00	\$176.00
1	KODAK EKTAGRAPHIC AUTOFOCUS/W TIMER 35MM SLIDE PROJECTORS WITH ZOOM LENS AND TRAY, RECONDITIONED	\$350.00	\$350.00
1	GOLDBERG SLIDE PROJECTOR PORT ASSY WITH SHELF AND CLEAR OPTICAL GLASS 12" X 12"	\$235.00	\$235.00
3	GOLDBERG PORTHOLE WINDOW, DUAL GLASS 15" X 28"	\$402.00	\$1,206.00
1	15X28 WHITE WATER FLOAT GLASS, COATED	\$300.00	\$300.00

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3	GOLDBERG 11" X 11" NEW PORT WITH CLEAR GLASS	\$169.00	\$507.00
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POST PRODUCTION EQUIPMENT ITEMS

1	GROUP OF FILM ARCHIVE SUPPORT ITEMS	\$5,000.00	\$5,000.00
2	EQUIPMENT RACKS WITH PATCH PANELS AND CABLES	\$1,700.00	\$5,000.00
1	SONGY DIGI BETA AW-500 RECORDER PLAYER	\$25,000.00	\$25,000.00
1	SONY PVW 1800 BETA CAM RECORDER PLAYER	\$1,500.00	\$1,500.00
1	SONY VR 7600 UMATIC PLAYER RECORDER	\$200.00	\$200.00
1	PANASONIC SUPER VHS RECORDER PLAYER	\$200.00	\$200.00
1	MOVIOLA 16MM EDITOR	\$500.00	\$500.00
1	MOVIOLA 35mm EDITOR	\$500.00	\$500.00
1	DVD RECORDER PLAYER	\$1,000.00	\$1,000.00
4	LCD FLAT SCREEN MONITORS	\$250.00	\$1,000.00
4	QSC MX 1500 POWER AMPLIFIERS	\$450.00	\$1,800.00
4	JBL CONTROL MONITORS	\$300.00	\$1,200.00
1	CUSTOM CONTROL CONSOLE	\$4,000.00	\$4,000.00
1	EV 16 CHANNEL AUDIO MIXER WITH EQUALIZER AND MONITOR	\$700.00	\$700.00
4	EV Microphones	\$150.00	\$600.00
1	PODIUM	\$200.00	\$200.00

FURNITURE

2	DESKS	\$200.00	\$400.00
2	CHAIRS FOR DESKS	\$100.00	\$200.00
1	OFFICE SAFE	\$450.00	\$450.00
3	PC COMPUTER SYSTEMS WITH NETWORK & SOFTWARE	\$700.00	\$2,100.00
1	PHONE SYSTEM	\$2,500.00	\$2,500.00
1	FAX MACHINE	\$300.00	\$300.00
1	COPY MACHINE	\$500.00	\$500.00
1	TV INTERIOR SECURITY SYSTEM	\$2,500.00	\$2,500.00
1	Theatrical Lighting System includes dimmers, stage lights, lamps and mounting accessories	\$4,500.00	\$3,500.00

BOX OFFICE & LOBBY EQUIPMENT

1	NORCON TALK THRU SYSTEMS, AMPLIFIED AC POWER <i>ALTERNATE: GOLDBERG SPEAK THRU TUBES, NON AMPLIFIED PRICE EACH \$ 42.00</i>	\$672.00	\$672.00
12	LAVI 3000WB BELTRAC POST WITH RUBBERIZED BASE	\$150.00	\$1,800.00
2	SAND URN / WASTE RECEPTACLES, LAWRENCE 45/4/85 BLACK <i>PRICE WOULD VARY WITH DIFFERENT MODEL / FINISH</i>	\$125.00	\$250.00
2	SAND SIFTER FOR ABOVE	\$11.00	\$22.00
6	BASS HALOLITE POSTER MARQUEES, ILLUMINATED, INTERIOR	\$542.00	\$3,252.00
1	BASS LED MINI MARQUEE	\$673.00	\$673.00
1	BASS SUPER HALOLITE CONCESSION SIGN	\$1,423.00	\$1,423.00

Signature: _____

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1	BASS SUPER HALOLITE CONCESSION SIGN	\$675.00	\$675.00
1	BASS CGC-2 SINGLE PANEL CONCESSION SIGN	\$267.00	\$267.00
2	ESTIMATED COSTS FOR MENU / INSERTS FOR CONCESSION SIGNS	\$120.00	\$240.00
4	BASS HALOLITE POSTER CASE, EXTERIOR	\$890.00	\$3,560.00
1	ULTRA ILLUMINATED BOX-OFFICE SIGN - WITH 4 SECTIONS (FOUR FOR FILMS, ONE FOR INFORMATION)	\$1,134.00	\$1,134.00

SEATING - ESTIMATED COSTS

150	IRWIN AMBASSADOR THEATER SEATS,	\$150.00	\$22,500.00
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WALL TREATMENTS & CARPETING

1	Lots of Acoustical Wall Coverings Choice of Wall Panels or Drapery, (Estimated Only for Materials Only).	\$4,000.00	\$4,000.00
1	Lot of Durkan Patterned Theatre carpets for all Aisles, Halls Concession Area and Lobby Estimated includes Materials	\$6,500.00	\$6,500.00

AISLE LIGHTING

1	Lots of Aisle Lighting Including Floor to Carpet Extrusion, Transformers, Lights, Adhesive, and Connectors. (Estimate Only). Price subject to change based on final drawings. Does not include installation	\$1,500.00	\$1,500.00
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CONCESSION EQUIPMENT & COUNTERS
Estimated costs only. Final prices subject to approval based upon drawings etc.

1	Lot concession Stand, with counters by Stein- includes Popcorn warmers, Candy Displays, Condiments stations, Estimated Subject to approval of final designs and drawings.	\$30,000.00	\$30,000.00
1	GOLD MEDAL POPCORN BAR, & POPPER	\$5,000.00	\$5,000.00
1	GOLD MEDAL MODEL 8023SL MID SIZE HOT DIGGITY ROLLER TYPE HOT DOG GRILL WITH SLANTED GRILL	\$613.00	\$613.00
1	MODEL 8117 BUN WARMER	\$435.00	\$435.00

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2	NACHO CHIP WARMER MODEL 2185ST 15"	\$218.00	\$436.00
2	NACHO CHEESE WARMER WITH PUMP MODEL 2197NS	\$276.00	\$552.00
2	SERVER LBS06100 BUTTER SERVER 3 QT CAPACITY WITH PUMP	\$282.00	\$564.00
2	SERVER SB83700 SERVING BAR WITH 4 DEEP PLASTIC FOUNTAIN JARS AND 4 CPF CONDIMENT PUMPS	\$492.00	\$984.00
2	SERVER SB83740 SERVING BAR WITH 4 SHALLOW PLASTIC FOUNTAIN JARS AND 4 HINGED LIDS, WITH LADLES	\$273.00	\$546.00
4	CASE #5240 ECONO NACHO TRAY (1000 PER CASE)	\$30.00	\$120.00
4	CASE #5444 HOT DOG BAG (1000 PER CASE)	\$19.00	\$76.00
4	2100 50 LB BULK PACK ORIGINAL FLAVACOL POPCORN SEASONING	\$27.50	\$110.00
4	CASE 2484 46OZ CUP POPCORN BOX (500 PER CASE)	\$42.00	\$168.00
4	CASE 2485 85 OZ POPCORN TUB (200 PER CASE)	\$27.50	\$110.00
4	CASE 2486 130 OZ POPCORN TUB (200 PER CASE)	\$38.50	\$154.00
4	CASE 2487 170 OZ POPCORN TUB (200 PER CASE)	\$44.00	\$176.00
1	COMMERCIAL ESPRESSO MAKER, TWO GROUP DISPENSER WITH BUILT IN WATER SOFTENER	\$3,500.00	\$3,500.00
1	REFRIGERATED PASTRY DISPLAY CASE, CURVED GLASS	\$6,100.00	\$6,100.00
1	COMMERCIAL STAINLESS STEEL SINK, 2 COMPARTMENT WITH DRAIN BOARD	\$1,150.00	\$1,150.00
1	HOSHIZAKI KM630 ICE MACHINE 630 LB CAPACITY WITH 260 LB STORAGE BIN	\$3,014.00	\$3,014.00
1	TRUE FOOD SERVICE MODEL GDM69 REFRIGERATOR 39 CU FEET CAPACITY, 12 WIRE SHELVES, 1/2 HP COMPRESSOR	\$2,860.00	\$2,860.00
1	TRUE FOOD SERVICE FREEZER AS ABOVE	\$3,850.00	\$3,850.00
OMNI-TERM TICKETING & POS CONCESSION SYSTEM CONSISTING OF:			
1	MANAGERS PC SYSTEM	\$2,850.00	\$2,850.00
1	MANAGERS REPORT PRINTER	\$650.00	\$650.00

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1	BOX-OFFICE AND CONCESSION APPLICATION SOFTWARE LICENSE, INCLUDING 32 DAYS ADVANCE SALES, DAILY cumulative sales and statistical reports, General LEDGER ENTRY, WINDOWS NT VERSION	\$3,850.00	\$3,850.00
1	BOXOFFICE TERMINALS- MODEL PC-5000-TS Omni PC Box Office Terminals include: POS Box-office Software ELO Touch Screen Software Pentium PC processor 200 DPI Thermal Ticket Printer	\$6,150.00	\$6,150.00
1	BOX-OFFICE CUSTOMER DISPLAY PC POS TICKETING MODULE	\$325.00	\$325.00
25	CASES TICKET STOCK	\$120.00	\$3,000.00
INSTALLATION SUPERVISION SERVICES - Estimated			
1	Installation aisle lighting	\$1,000.00	\$1,000.00
1	Lot installation supervision of all projection and Sound Systems*	\$10,000.00	\$10,000.00
150	Irwin Marquee seats installed	\$20.00	\$3,000.00
1	Lot Installation of Screens, Frames and Masking & Speakers	\$2,000.00	\$2,000.00
1	Installation of Acoustical Wall Coverings	\$1,500.00	\$1,500.00
Not Client to pay all out of pocket expenses including travel, lodging, transportation, etc.			
SHIPPING, CRATING, & HANDLING - ESTIMATED			
1	CRATING, LOCAL DELIVERY, UNPACKING, PLACEMENT,	\$2,000.00	\$2,000.00
1	LOT OF INBOUND FREIGHT CHARGES (FACTORY TO MIAMI)	\$3,000.00	\$3,000.00

GRAND TOTAL, F.O.B. MIAMI, FLORIDA

\$399,497.50

PRICES DO NOT INCLUDE SALES TAXES

ITEMS NOT SPECIFICALLY QUOTED ARE NOT INCLUDED

PAYMENT TERMS

GIFT

Signature: _____

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e-mail: julio@iceco.com

**TERMS & CONDITIONS OF
Contract**

All items listed are an integral part of this contract.

A. Pre-Installation Preparations

The client agrees that in the event that ICECO shall perform the installation it will have pre-installation work completed prior to requesting the installation to commence. In the event that the client calls for installation and installation cannot be commenced because the site is not ready then the client will be billed at prevailing daily or hourly rates until the site is ready for installation to begin. Interruptions to the installation caused by others will be billed as overtime and as an extra. Daily Rates \$500.00 for 10 hours overtime \$75.00 per hour.

B. Insurance

B. Security

The client agree to provide security on the construction site for all the International Cinema Personnel. The client agrees to furnish all materials not specifically called for in this quote or contract.

C. Other Items

D. Reimbursement of Expenses

The Client agrees to reimburse ICECO for all out of pocket expenses in connection with any installation service or for any item not specifically covered in and called for in the contract or offer.

Signature: _____

e-mail: julio@iceco.com

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Buyers Initials

D Warranty

International Cinema Equipment Company warrants for a period of one year from the date of the shipment of the goods or one year from date of completion of the installation (if ICECO is contracted to do the installation) that all items purchased will be free from manufacturing defects unless otherwise mentioned.

Signature:

e-mail: julio@iceco.com

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If ICECO is supplying equipment as a result of a specified list provided by the client ICECO does not warrant that the goods being ordered are fit for the purpose intended. It is understood that if the item is being specified by the buyer that it has knowledge that the item is the correct item and that it is fit for the purpose intended.

If ICECO or any of its affiliates has specified the item or items being purchased then ICECO warrants that the items are fit for the purpose intended.

The Warranty covers the cost of repair or replacement of the claimed defective item. Items that wear normally are not covered. The warranty is meant to protect you from manufacturing or assembly defects only.

The warranty DOES NOT COVER any consequential damage as a result of lost revenue because of equipment failure.

ICECO does not accept responsibility for delays in shipment or because of delays caused by construction, strikes or acts of God.

There is no other warranty express or implied.

Buyer's Initials

Return of Defective Materials

The cost of transportation of any claimed defective item being returned to ICECO or for any new replacement item will not be covered by the warranty.

ICECO shall not be responsible for customs duties, taxes, installation or any other incidental expenses as a result of the failure of a part or component.

ICECO liability is strictly limited to the cost of replacement or repair of the claimed defective item.

In order to obtain a replacement under warranty the client must issue a purchase order for the replacement item. This item will be shipped & invoiced to you. Upon return & inspection of the claimed defective item credit will be issued to your account. The judgment of whether an item will be replaced under the terms of our warranty is strictly ours.

Buyer's Initials

Signature: _____

e-mail: julio@iceco.com

FOB Shipping Point
Prices valid for 30 days.
CGQuote - Page 10

F. Factory Warranty

Items sold but not manufactured by ICECO that are purchased as NEW items will have the factory warranty apply in lieu of all other warranties offered. NO other warranty is expressed or implied in connection with those items.

XENON BULB WARRANTY

Xenon Bulbs sold by ICECO are covered by a factory warranty. The judgment of the factory in regards to credit or replacement is final. ICECO will act in your best interest as its client in order to obtain credit on a claimed defective lamp. ICECO accepts NO responsibility in regards to XENON BULB WARRANTY.

Buyer Initials

G. Incidental Damage & Negligence

ICECO accepts no responsibility whatsoever for damage to equipment caused by untreated AC mains line surges or spikes. The warranty is null & void if the incoming electrical power to the equipment is sub standard & damages the equipment. The warranty does not cover negligence or abuse of materials & equipment.

Buyer Initials

H. Service Contracts

Your warranty does not include a service contract. A separate service contract with your local ICECO technical support service & sales center should be in effect as soon as the equipment is commissioned since the warranty covers parts and no on site labor.

Buyer Initials

I. Insurance

International Cinema Eq. Co. agrees to provide upon request proof of insurance. Coverage's provided include general liability, and workmen's compensation. The client agrees to also carry and provide proof of insurance which will cover all other risks.

Signature:

e-mail: julio@iceco.com

FOB Shipping Point
Prices valid for 30 days.
GGQuote - Page 11

Buyers Initials

J. Performance Bonds

If as a result of this offer a contract would require a performance bond then the buyer will assume all costs associated with the cost of acquiring such a bond. This amount will be added to the total of any contract amount. The buyer will issue a change order indicating that it will assume all costs in connection with obtaining a performance bond.

Buyers Initials

K. Equipment Commissioning & Quality Assurance

If the contract includes installation then equipment commissioning is automatically included. Commissioning of the equipment will include a performance demonstration. This will allow the client to evaluate the performance of all items installed. A quality assurance objective test will be performed using SMPTE Screen Illumination and Audio standards as the benchmark for proper performance.

Buyers Initials

L. Taxes, Customs Duties, Inspection Fees, Shipping, Handling, Crating, Etc.

All Taxes, Customs Duties, Inspection Fees, Import Fees, documentation, forwarders fees, crating, inland freight, local deliveries, etc. are for the account of the buyer.

Buyer Initials

Acceptance

For the buyer's signature

Name of the buyer (printed or typed)

Signature:

e-mail: julio@iceco.com

FOB Shipping Point
Prices valid for 30 days.
CGQuote - Page 12

Name of Company property is to be titled to:

Address for billing purposes:

Address goods are to be shipped to:

Name of person signing for the company and title:

Phone:

Fax:

For the Seller:

Steven H. Krams, President
International Cinema Equipment Co.
100 NE 39th Street
Miami, Florida 33137 U.S.A.

Date Accepted:

Please note that each and every page must be
initiated by the purchaser. The contract is not valid
without signatures and initials.

Signature:

e-mail: julio@iceco.com

FOB Shipping Point
Prices valid for 30 days.
CGQuote - Page 13

EXHIBIT "F"

PROOF OF TENANT'S TAX EXEMPT STATUS

State of Florida

Department of State

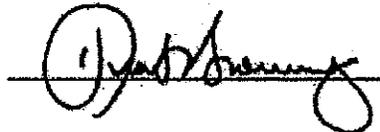
I certify from the records of this office that CORAL GABLES CINEMATEQUE INC. is a corporation organized under the laws of the State of Florida, filed on January 17, 2006.

The document number of this corporation is N06000000483.

I further certify that said corporation has paid all fees due this office through December 31, 2008, that its most recent annual report was filed on April 2, 2008, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Twenty Fourth day of June, 2008*



Secretary of State



Authentication ID: 000131634230-062408-N06000000483

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

2010 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N06000000483

FILED
Feb 17, 2010
Secretary of State

Entity Name: CORAL GABLES CINEMATEQUE INC.

Current Principal Place of Business:

1998 NE 150 TH ST
MIAMI, FL 33181

New Principal Place of Business:

Current Mailing Address:

1998 NE 150 TH ST
MIAMI, FL 33181

New Mailing Address:

FEI Number: 20-4120218

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

KRAMS, STEVEN
1998 NE 150TH ST
MIAMI, FL 33181 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

OFFICERS AND DIRECTORS:

Title: PSTD
Name: KRAMS, STEVE
Address: 1998 NE 150TH ST
City-St-Zip: MIAMI, FL 33181

Title: D
Name: DE BOKAY, PATRICK
Address: 1889 RIGERTAIL AVE
City-St-Zip: MIAMI, FL 33133

Title: D
Name: KRAMS, MYRNA B
Address: 1998 NE 150TH ST
City-St-Zip: MIAMI, FL 33181

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: STEVE KRAMS

PSTD

02/17/2010

_____ Electronic Signature of Signing Officer or Director

_____ Date

EXHIBIT "G"

TENANT'S ARTICLES OF INCORPORATION

NO6000000483

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H06000010095 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 205-0381

From: Account Name : CORPORATION SERVICE COMPANY
Account Number : 120000000295
Phone : (850) 521-1000
Fax Number : (850) 558-1575

FILED
06 JAN 17 PM 4:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FLORIDA PROFT/NON PROFIT CORPORATION

CORAL GABLES CINEMATEQUE INC.

Certificate of Status	0
Certified Copy	1
Page Count	04
Estimated Charge	\$78.75

D. WHITE JAN 18 2006

Electronic Filing Menu

Corporate Filing Menu

Help



January 13, 2006

FLORIDA DEPARTMENT OF STATE
Division of Corporations

CORPORATION SERVICE COMPANY

SUBJECT: CORAL GABLES CINEMATEQUE INC.
REF: W06000001696

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

A corporation may not act as its own incorporator. Please designate an individual, another active domestic or foreign corporation, with a street address.

If you have any further questions concerning your document, please call (850) 245-6934.

Loria Poole
Document Specialist
New Filing Section

FAX And. #: H06000010095
Letter Number: 506A00002788

P.O BOX 6327 - Tallahassee, Florida 32314

305 STATED P.03
#06000010095 3
06 JAN 17 PM 4:19

ARTICLES OF INCORPORATION
In Compliance with Chapter 617, F.S., (Not for Profit)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I NAME

The name of the corporation shall be:

CORAL GABLES CINEMATIQUE INC., a Florida not for profit corporation

ARTICLE II PRINCIPAL OFFICE

The principal place of business and mailing address of this corporation shall be:

5600 N.W. 32 Avenue
Miami, FL 33142

ARTICLE III PURPOSE

The purpose for which the corporation is organized is:

Operate an Art Theatre and Cultural Center

ARTICLE IV MANNER OF ELECTION

The manner in which the directors are elected or appointed:
Appointed.

ARTICLE V INITIAL DIRECTORS AND/OR OFFICERS

List name(s), address(es) and specific title(s):

STEVE KRAMS, President, Secretary & Treasurer and sole Director.

ARTICLE VI INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and Florida street address (P.O. Box NOT acceptable) of the registered agent is:

Corporation Service Company, 1201 Days Street, Tallahassee, FL 32301

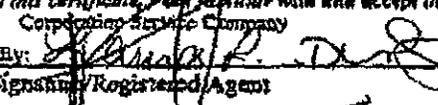
ARTICLE VII INCORPORATOR

The name and address of the Incorporator is:

Steve Krams
5600 N.W. 32 Avenue
Miami, Florida 33142

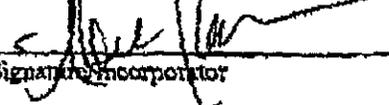
See attached Articles 8 and 9
incorporated herein.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.
Corporation Service Company

By: 
Signature/Registered Agent

Laura R. Dunlap
as its agent

1/12/06
Date


Signature Incorporator

Date

#06000010095 3

ARTICLES OF INCORPORATION
In Compliance with Chapter 617, F.S., (Not for Profit)

VIII. PURPOSE CLAUSE:

The purpose for the formation of the Not for Profit Corporation is for the formation and maintenance of a cinema facility in the City of Coral Gables, Florida.

IX.

DISSOLUTION OF ASSETS:

In the event the Not for Profit Corporation is dissolved the assets of the not for profit corporation will be distributed in accordance with F.S. 617.1406

FILED
06 JAN 17 PM 4:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Articles of Amendment
to
Articles of Incorporation
of

FILED
2000 NOV 14 PM 1:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORAL GABLES CINEMATEQUE Inc.
(Name of Corporation as currently filed with the Florida Dept. of State)

N06000000483

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:
(Principal office address **MUST BE A STREET ADDRESS**)

C. Enter new mailing address, if applicable:
(Mailing address **MAY BE A POST OFFICE BOX**)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent: _____

New Registered Office Address: _____
(Florida street address)

_____, Florida
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:
(Attach additional sheets, if necessary)

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
D	Patrick de Bokay	1889 Tigertail Ave. Miami, FL 33133	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
D	Mitchell Kaplan	265 Aragon Ave. Coral Gables, FL 33134	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
D	Myrna B. Krams	1998 NE 150th St. Miami, FL 33181	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove

E. If amending or adding additional Articles, enter change(s) here:
(attach additional sheets, if necessary). (Be specific)

ADD THE FOLLOWING ARTICLE VII:

"Notwithstanding any powers granted to the Corporation by its Articles, By-Laws or by the laws of the State of Florida, the following limitations of power shall apply:

a. The Corporation is organized exclusively for charitable, educational and scientific purposes, including for such purposes the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future federal tax code ("Code").

b. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of purposes set forth in the purpose clause hereof. No substantial part of the activities of the Corporation shall be the carrying on of propoganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this (continued on additional sheet)

ADDITIONAL SHEET FOR:

**Articles of Amendment
To
Articles of Incorporation of
CORAL GABLES CINEMATEQUE Inc.
Document # N06000000483**

(Page 2 of 3 Continued)

...document, the Corporation shall not carry on any other activities not permitted to be carried on
(i) by an organization exempt from federal income tax under Section 501(c)(3) of the Code; or
(ii) by an organization contributions to which are deductible under Section 170(c)(2) of the Code.

c. Upon dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or shall be distributed to the federal government, or a state or local government, for public purpose. Any such assets not so disposed of shall be disposed of by the court having jurisdiction over the Corporation, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.”

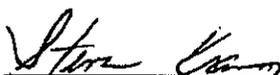
The date of each amendment(s) adoption: October 15, 2008

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

- The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated November 12, 2008

Signature 
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

STEVEN H. KRAMS
(Typed or printed name of person signing)

Director
(Title of person signing)

EXHIBIT "H-1"

MINIMUM INSURANCE REQUIREMENTS

Without limiting the Tenant's indemnification of the Landlord, and during the Term of this Lease, Tenant shall provide and maintain at its own expense the below described programs of insurance.

Such programs and evidence of insurance shall be satisfactory to the Landlord and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the Landlord. All certificates of insurance or other forms evidencing coverage to the Landlord must be acceptable to the Landlord. The certificate holder should read and all coverage shall be evidenced to:

City of Coral Gables
Risk Management Division
2801 Salzedo Street, 2nd Floor
Coral Gables, Florida 33134

Such certificates or other document evidencing all insurance coverage shall be delivered prior to taking possession of the leased space under this Lease, and at a minimum evidence of Commercial General Liability Insurance shall be provided prior to the Landlord executing this Lease. All insurance coverage evidenced to the Landlord shall specifically identify this Lease, and shall contain the express condition that the Landlord is to be given written notice, by receipted delivery, at least thirty (30) days in advance of any cancellation, non-renewal or material change of any insurance policy.

A. The Tenant shall maintain during the Term of this agreement, except as noted, the following insurance:

1. A Commercial General Liability insurance with broad form endorsement or equivalent, products liability, contractual liability, personal and advertising injury, severability of interests with cross liability provision, and personal injury and property damage liability with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate, with a deductible not to exceed Five Thousand Dollars (\$5,000.00). Said policy or policies shall name the Landlord as an additional insured on a primary and non-contributory basis and shall reflect the hold harmless provisions contained herein. If Tenant is a restaurant/bar and/or other business that sells, manufactures or serves alcohol of any kind, Liquor Liability, with a limit of \$1,000,000 per occurrence shall be required in addition to the coverage outlined above.

2. Worker's Compensation Insurance for all employees of Tenant including statutory limits for employer's liability insurance contained in Florida Statutes Section 440.
3. Automobile Liability insurance covering all owned, non-owned and hired vehicles of Tenant with a Combined Single Limit of no less than one million dollars per occurrence. If vehicles are not owned or leased (long term) by the Tenant, then only hired and non-owned coverage applies.
4. Property insurance covering all of Tenant's betterments, improvements, inventory, fixtures, equipment, including any and all business personal property, on a replacement cost basis using as a minimum standard the equivalent terms and conditions included in the most recent edition of an unendorsed ISO (Insurance Services Office, Inc.) "Cause of Loss-Special Form." In addition, business interruption coverage in an amount sufficient to reimburse Tenant for a minimum of one year's income for direct or indirect loss on an actual loss sustained basis shall be provided. Except as expressly provided for in the Lease, Tenant waives any claim it may have against the Landlord and any insurer of the Landlord for any type of property insurance loss, whether owned by Tenant or owned by others in the care, custody or control of Tenant, and for any claim for business interruption. Failure to maintain adequate insurance coverage shall not relieve Tenant of its obligations as set forth in this Lease, including, but not limited to, Tenant's obligation to rebuild and reopen as set forth in this Lease. Landlord may require Tenant to provide an appraisal to determine or substantiate that an appropriate amount of insurance coverage has been purchased. The deductible for any type of property insurance or inland marine insurance shall not exceed five thousand dollars (\$5,000) for all other perils and five percent (5%) for windstorm/hail coverage. Every attempt shall be made by Tenant to secure an insurance policy that does not contain a co-insurance provision, with the preferred coverage being provided on an "Agreed Value" basis. Should the Landlord be required to secure property insurance on behalf of Tenant, Tenant shall be responsible for the cost therefore plus all deductibles associated with this location and shall be billed said amounts as additional Rent.
5. Comprehensive Boiler and Machinery and/or Equipment Breakdown Insurance, including electrical apparatus, with a deductible not to exceed five thousand dollars (\$5,000). The limit of insurance shall be the same limit of insurance evidenced to Landlord on the property insurance policy and shall include coverage for business interruption in an amount sufficient to reimburse Tenant for a minimum of one year's income on an actual loss sustained basis for direct or indirect loss, including overhead power lines.
6. Intentionally omitted.

7. Other (or increased amounts of) insurance which Landlord shall from time to time deem advisable or appropriate. Such new or additional insurance to be effective as of the sooner of ninety (90) days after notice thereof or the next annual renewal of any policy being increased (as applicable).

All applicable policies shall name the Landlord as an additional insured on a primary and non-contributory basis, and all applicable policies shall name the Landlord as a loss payee.

All insurance policies evidenced to the Landlord shall contain a waiver of subrogation endorsement in favor of the Landlord.

All insurance policies evidenced to the Landlord shall contain provisions and/or be endorsed so that the Landlord will receive written notice, by receipted delivery, at least thirty (30) days in advance of any cancellation, non-renewal or material change of any insurance policy that has evidenced to the Landlord. The Landlord will accept the State of Florida statutory notice provisions (including 10 day notice for cancellation due to non-payment of premium) provided such notice is provided to the Landlord in the same manner it is provided to the first named insured, the Tenant. **The standard cancellation language on a certificate of insurance does not meet this requirement.**

All of the above insurance policies evidenced to the Landlord shall be placed insurance companies with an A.M. Best or equivalent rating of "A-", "VI" or better, qualified to do business under laws of the State of Florida.

Said policies shall contain a "severability of interest or "cross liability" clause without obligation for premium payment of the Landlord. The Landlord reserves the right to request a copy of the required policies directly from their insurance representative for review at any time.

Tenant shall provide evidence of all insurance required under this Article X to Landlord, along with applicable copies of all applicable endorsements prior to occupying the Premises, and at a minimum, evidence of Commercial General Liability Insurance coverage shall be provided prior to execution of this Lease by Landlord, provided that Tenant's failure to provide such evidence to Landlord shall not extend the Rent Commencement Date.

Failure on the part of the Tenant to obtain and maintain all required insurance coverage is a material breach upon which the Landlord may, in its sole discretion, immediately terminate this Lease or obtain such insurance on behalf of Tenant and charge the cost therefor to Tenant, along with a twenty percent (20%) administration fee as additional Rent. Tenant agrees to pay as Rent any increase in Landlord's insurance premiums, resulting from Tenant's activities, whether or not Landlord has consented to such activity..

If Landlord's insurance premiums for any separate insurance carried by Landlord exceed the standard premium rates for similar property because the nature of Tenant's operation results in extra hazardous exposure, then Tenant shall reimburse Landlord, immediately upon receipt of appropriate invoices from Landlord, for such increase in premiums. It is understood and agreed between the parties hereto that any such increase in premiums shall be considered as rent due and shall be included in any lien for Rent.

B. Tenant's contractors and subcontractors shall provide evidence of insurance, and Tenant shall include or cause to be included in each contract for work to be performed at the Premises on behalf of Tenant the following insurance requirements:

(a) Installation, floater or builder risk-completed value fire and extended coverage form covering damage to the construction and improvements to be made by Tenant in amounts at least equal to the estimated complete cost of the construction and improvements with one hundred percent (100%) coinsurance protection. Landlord and Tenant shall be named as an additional insured and loss payee.

(b) Commercial General Liability insurance with broad form endorsement or equivalent, product liability, contractual liability, personal and advertising injury, severability of interests with cross liability provision, and personal injury and property damage liability with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate, and with a deductible not to exceed Five Thousand Dollars (\$5,000.00). Said policy or policies shall name the Tenant and Landlord as an additional insured on a primary and non-contributory basis and shall reflect the hold harmless provisions contained herein.

(c) Worker's Compensation Insurance for all employees of Contractor including statutory limits for employer's liability insurance contained in Florida Statutes Section 440.

(d) Automobile Liability insurance covering all owned, non-owned and hired vehicles with a Combined Single Limit of no less than one million per occurrence. If vehicles are not owned or leased (long term) by the Contractor, then only hired and non-owned coverage applies.

Evidence of insurance of all contractors and subcontractors working under this Lease shall be maintained and kept for a period of time no less than the applicable statute of limitations and/or statute of repose for any claim that could be brought against Tenant and/or Landlord and/or for any claim that could be made against the contractor as a result of the work performed. These records must be made available to the Landlord upon request. Evidence of insurance shall include a Certificate of Insurance and copies of all applicable endorsements evidencing the required coverage. The Certificate of Insurance alone does not evidence insurance adequately. This includes, but is not limited to, endorsements evidencing additional insured status on a primary and non-contributory basis, waivers of subrogation, and endorsements amending the standard cancellation clause. The obligations set forth in this paragraph shall survive expiration or earlier termination of this Lease.

Tenant and its contractors and/or subcontractors shall comply with Florida Statutes Section 255.05, as applicable.

EXHIBIT "I"

DONATION FORM

Coral Gables Cinemateque, Inc.
260 Aragon Avenue
Coral Gables, Florida 33134

The undersigned is donating _____, with an estimated value of \$ _____ to support the Coral Gables Cinemateque, Inc. The foregoing donation is to be used as follows (please check as applicable):

___ The donation is unrestricted and may be used in the discretion of the Coral Gables Cinemateque, Inc.

___ The donation is solely for use at the Coral Gables Art Cinema located at 260 Aragon Avenue, Coral Gables, Florida.

Given by: _____

Address: _____

City/State/Zip: _____

Phone: _____

Signature: _____

Name: _____

Date: _____