

## SECOND AMENDMENT

This Second Amendment ("Amendment") to the Lease between the City of Coral Gables, a Municipal Corporation ("Landlord") and Coral Grand, LLC, a Florida Limited Liability Company ("Tenant") dated August 6, 2009, as amended ("Lease") is entered into this 13<sup>th</sup> day of ~~August~~ September, 2011. Except as defined herein, capitalized terms are defined in the Lease.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties to the Lease hereby agree to the following amendments and additions to the Lease:

1. In the performance of the Building Improvements, the contractor retained by Landlord caused damages to the Premises through negligence performance of the work done by it to the roof of the Premises, causing damages to both Landlord and Tenant (individually the "Landlord Damage Claim" and "Tenant Damage Claim" and collectively, the "Damage Claims"). Landlord and Tenant shall cooperate with each other in the pursuit of the Damage Claim against the contractor or others, which may be responsible to pay the Damage Claims. Landlord and Tenant shall be separately responsible for documenting the amount of damage claimed by each and such separate amounts shall be clearly set forth in any proceeding or settlement.

Tenant hereby releases Landlord for any responsibility or liability for Tenant Damage Claim and any other liability which may have arisen as a result of the damage caused by the contractor, including but not limited to, claims related to the content of the contract with the contractor or the insurance obtained there under, delays in Tenant's performance under the Lease, any effect on Tenant's operations under the Lease or claims that Landlord was obligated to indemnify or hold Tenant harmless from any damage occurred in the performance of the Building Improvements. Landlord shall undertake efforts to collect the Tenant Damage Claim but Landlord assumes no liability or responsibility to Tenant to collect the Tenant Damage Claim or to pursue litigation on behalf of Tenant to collect Tenant Damage Claim.

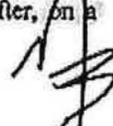
2. Pursuant to Section 5, Tenant owes Landlord, as additional Rent, \$64,701.20, which was paid by Landlord as Expenses of Operation after the Effective Date of the Lease. If Tenant, upon the earlier of receipt by Tenant of payment of Tenant Damage Claim or within three (3) years from the date of this Amendment, reimburses Landlord, \$35,291.55 of such amount, Landlord shall forgive the balance of said additional Rent in the amount of \$29,404.65. If Tenant fails to reimburse Landlord \$35,291.55 upon the earlier of receipt by Tenant of payment of Tenant Damage Claim or within such three (3) year period, then the entire amount of \$64,701.20 by Tenant shall become due and payable by Tenant.

3. The first sentence in the last paragraph of Section 7 is hereby amended and restated as follows:

"Each of the Uses will be fully operational and open to the public on Possession Date except: (a) as provided in subparagraph H of Section 4 and (b) Tenant may elect not to provide the restaurant described in Section 7(A)(a) above, as a required Use under the Lease."

4. The provisions of Section 6 of the Lease have been fully complied with by both Landlord and Tenant in accordance with the terms set forth therein and in Section 8 of the First Amendment.

5. In order to stimulate additional use by Landlord of the Premises, and in appreciation of the Landlord's and Community's support, Tenant hereby gives Landlord a credit of \$25,000 (the "Credit") per year (or partial year), commencing upon the execution of this Amendment and, thereafter, on a



calendar year basis (or partial year) through the initial Term hereof, in payment of identified costs of Landlord functions held at the Premises ("Landlord Functions"). The Credit shall only pertain to Landlord Functions designated, in writing, by the City Manager or designee. The Credit for each Landlord Function shall be calculated as the customary and normal charges and rates for the food, beverage and service charges for the Landlord Functions. Tenant shall provide to Landlord, for approval, an invoice setting forth, in detail, the calculation of the portion of the Credit for such Landlord Function. Failure to provide the Credit, if requested by Landlord, as described herein, shall be an event of default by Tenant hereunder.

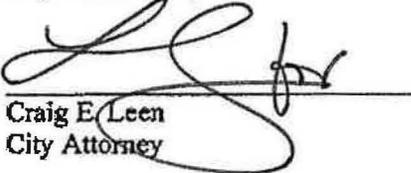
6. Except as modified herein, the Lease shall remain in full force and effect.

7. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which when executed shall be deemed an original and all of which, when taken together, shall constitute the same instrument. This Amendment may be executed and the signatures telecopied between the parties. Facsimile signatures shall be deemed originals for all purposes.

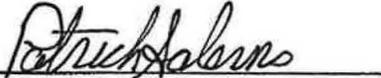
IN WITNESS WHEREOF, the parties have executed this amendment as of the date first mentioned above.

LANDLORD:

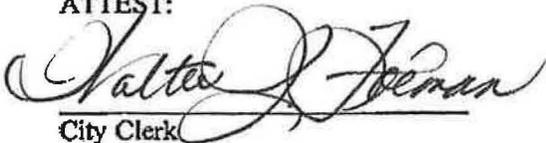
Approved as to form and  
Legal sufficiency

  
Craig E. Leen  
City Attorney

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

By:   
Patrick Salerno  
City Manager

ATTEST:

  
Walter J. Freeman  
City Clerk

Authority of Resolution No. 2011-333  
duly adopted by the Coral Gables City  
Commission on 9/13/11.

TENANT:

ATTEST:

  
Secretary

Coral Grand, LLC

By:   
Nick DiDonato  
President

(Corporate Seal)