

THIRD AMENDMENT TO LEASE

This Third Amendment ("Amendment") to Lease entered into as of this 28th day of May, 2013, by and between the City of Coral Gables, a Municipal Corporation ("Landlord") and Coral Grand, LLC, a Florida Limited Liability Company ("Tenant").

WITNESSETH:

WHEREAS, the Landlord and Tenant entered into that certain Lease executed on August 6, 2009, as amended by that First Amendment dated March 30, 2010 and that Second Amendment dated September 13, 2011 (collectively the "Lease"), concerning the real property known as the Coral Gables Country Club located at 997 North Greenway Drive, Coral Gables, Florida, and as is more particularly described the Lease (the "Premises"); and

WHEREAS, Tenant has requested that Landlord replace the Carrier air conditioning unit 50TC-DJ005-5 with a new Carrier 50TC-A05-RTU unit, and Landlord is willing to do so on the terms and conditions set forth herein.


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

1. **Recitals:** The above recitals are true and correct, and are hereby incorporated by reference.
2. **Defined Terms.** Any capitalized term not otherwise defined herein, shall have the meaning ascribed thereto in the Lease.
3. **Replacement of Air Conditioning.** Tenant has requested and Landlord hereby agrees to replace the Carrier 50TC-DJ005-5 unit on the roof of the Premises with a new Carrier 50TC-A05-RTU unit. Landlord has obtained a quote for the purchase and installation of the new unit and removal of the old unit in the amount of \$14,000. Tenant hereby grants access to the Premises to the contractor which is installing the new unit and removing the old unit. Once installed, the new unit falls under Tenant's responsibility to maintain under Section 19(B) of the Lease. There shall be no liability of the Landlord, including but not limited to warranties, for such removal and installation. Tenant shall rely solely on any warranties provided by the manufacturer and/or contractor, which shall be transferred to Tenant.
4. **Credit.** In exchange for the Landlord's assistance, Tenant hereby gives Landlord an additional credit of \$2,000 per year (or partial year) for seven (7) years commencing upon execution of this Amendment, which credit is in addition to the \$25,000 Credit described in Paragraph 5 of the Second Amendment towards Landlord's Functions. Such additional credit may, at Landlord's discretion, be used for smaller Landlord Functions.
5. All other terms, covenants, and conditions of the Lease not otherwise amended by these presents are hereby confirmed and ratified.

[SIGNATURE PAGES TO FOLLOW]

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

Approved as to form and legal sufficiency:


for Craig E. Leech, Esq.
City Attorney

LANDLORD:

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

By 
Patrick Salerno
City Manager 

ATTEST:


Walter Foeman
City Clerk

Authority of Resolution No. 2013-87
duly adopted by the Coral Gables City
Commission on 5/28/13.

ATTEST:


Secretary

TENANT:

Coral Grand, LLC
By: 
Name: Nick Di Donato
Title: President

(Corporate Seal)