

**Miami New Drama / Collins Park Cultural Arts Facility**  
**340 23<sup>rd</sup> Street, Miami Beach**  
**Lease Amendment: Key Proposed Terms**  
**June 25, 2025**

1. **Overview of Project and Transaction.** The City of Miami Beach ("City" or "Landlord") is the fee simple owner of certain real property (the "Property") known as the "Collins Park Parking Garage," located at 340 23rd Street, Miami Beach, Florida. The Property includes a municipal parking garage and associated improvements (the "Parking Garage"), and approximately 16,000 square feet of ground-floor retail space (the "Retail Space").

The City and Miami New Drama, Inc. ("MiND" or "Tenant") desire to amend the Lease Agreement dated April 18, 2022 ("Lease"), which governs the Tenant's use of the Retail Space ("Premises") within the Property. Mind contemplates building out the interior space and additional exterior terrace areas pursuant to the essential terms set forth herein and in accordance with the current Conceptual Plan, described in **Exhibit "A"**, which includes, among other improvements, the mandatory design elements described in Section 4 (the "Buildout Improvements") (collectively, the "Project").

2. **Buildout Responsibility.** The Lease shall be amended to reflect that the Landlord will deliver the Premises in shell condition. Subject to the terms of the Lease Amendment and the G.O. Bond Grant Agreement, the Tenant shall be responsible for constructing and installing all walls, partitions, fixtures, furniture, and equipment (FF&E), and other interior Project improvements necessary to make the Premises suitable for its intended use.
3. **Landlord Contribution/ Grant Agreement/Construction.** The Lease shall be amended to reflect that the Tenant will receive a G.O. Bond Grant. Pursuant to a Grant Agreement, the Tenant shall assume full responsibility for all Project elements set forth in Section 4 including, without limitation, construction delivery, funding, permitting, Contractor selection (subject to the reasonable approval of the City), and oversight of the buildout improvements for the Project.

- a. **Landlord Contribution.** The total G.O. Bond Grant funding available for this Project shall not exceed \$7,604,000.00 ("G.O. Bond Grant Funds"); however, Tenant's total available funding and budget for construction of the Buildout Improvements shall not exceed Six Million Eight Hundred Forty-Three Thousand Six Hundred Dollars (\$6,843,600.00) in G.O. Bond Grant funding, exclusive of a ten percent (10%) contingency, in the amount of Seven Hundred Six Thousand Four Hundred Dollars (\$760,400.00) to be held by the City, which shall be released in accordance with the terms of the G.O. Bond Grant Agreement.

- b. **Contingency Draws.** The City shall hold In the event Tenant requests any portion of the contingency held by the City for the Buildout Improvements, Tenant shall submit such request to Landlord for Landlord's review and approval, which approval shall not be unreasonably withheld or delayed; provided, however, that following such request (and taking into account all prior approved contingency draws), no less than twenty percent (20%) of the original contingency line item shall remain unallocated. Notwithstanding the foregoing, once the

Buildout Improvements are at least ninety percent (90%) complete, and all associated payments have been made (excluding retainage), and sufficient funds remain in the Budget to cover such retainage, the required unallocated contingency amount shall be reduced from twenty percent (20%) to ten percent (10%).

c. **Architect.** The architect for the Project shall continue to be Touzet Studio, Inc. ("Consultant"), subject to the City's reasonable approval of the contract between Tenant and the City ("Consultant's Contract"), to ensure the City's interests are protected. Tenant responsible for all required Architectural and Engineering ("A&E") costs. Currently, Tenant has secured a commitment from Miami-Dade County to fund the A&E costs, in the amount of \$250,000.00, and any A&E costs exceeding \$250,000.00 shall be borne by the Tenant.

d. **Budget.** Tenant shall be responsible for providing the City with a budget for the entire Project ("Project Budget"), reflecting all Project estimated costs, including, without limitation, A&E expenses, construction costs, and FF&E costs, for approval by the City. A current budget with the estimated costs is attached hereto as **Exhibit "B"**.

4. **Mandatory Design Elements.** The Tenant's approved design plan includes the following core components, subject to possible modifications during the development process:

- a. Approximately 3,300 sq. ft., 200-seat studio theater ("Theater Space"), including all applicable theatrical equipment required for Tenant's use of the Premises;
- b. Approximately 2,250 sq. ft. multifunctional lounge/bookstore activation space ("Lounge Space");
- c. Approximately 2,000 sq. ft. of café/restaurant space ("Café/Restaurant Space") capable of secure, independent operation from the remainder of the Premises, regardless of whether the remainder of the Premises is open to the public;
- d. Approximately 2,000 sq. ft. community education and rehearsal studio ("Rehearsal Studio Space"); and
- e. Approximately 1,700 sq. ft. administrative office space ("Office Space").

5. **Additional Minimum Scope Requirements.** In addition to the design elements set forth in Section 4 and more particularly described in Exhibit B-2 to the Lease, Tenant shall be responsible for:

- a. **Café/ Restaurant Buildout Contribution.** The Café/Restaurant Space shall be constructed to be a fully operational café in accordance with the approved plans and shall include, at a minimum: utility for plumbing, electrical, and HVAC; ventilation sleeves and structural provisions and grease trap and hood installation, for fully operational café; and structural elements to accommodate future commercial kitchen equipment installation.
- b. **Theater and Rehearsal Studio Minimum Scope.** At a minimum, the Theater Space and Rehearsal Studio Space must be constructed as a finished, conditioned space with acoustic isolation appropriate for performing arts and rehearsal activities, a resilient sprung floor system, dimmable theatrical overhead lighting, and necessary AV infrastructure (e.g., sound playback and intercom system), to ensure the space supports its intended education and public programming function.

6. **Discretionary Elements.** City approval of final construction drawings is contingent on the Tenant identifying components totaling up to 20% of the Project Budget as “non-essential.” These non-essential elements are considered discretionary and may be omitted, upon mutual agreement, to accommodate cost overruns or necessary value engineering.
7. **Theatrical Equipment and Furniture, Fixtures, and Equipment (FF&E).** Theatrical Equipment (as defined herein) and FF&E-related expenses may be processed either as reimbursed expenses or payment issued in advance, however, any request for upfront payment is limited to an amount not to exceed \$500,000. Theatrical Equipment shall mean any furniture, fixtures and equipment for the Theater Space, necessary to accommodate a fully functioning performance theater, which would include, without limitation, lighting, cameras, sound, auditorium seating, curtains and other related theatrical improvements and personalty. FF&E shall mean any other improvements and items of personal property for the Project, which are typically purchased after substantial completion of the Project and may include, without limitation, props, decorations, seating and other furnishings outside of the theater (Café/Restaurant Space, Lounge Space, Rehearsal Studio Space and Office Space), decorations, booths, tables, kitchen and Café related appliances and equipment. Prior to requesting an advance for any Theatrical Equipment or FF&E-related expenses to be procured outside of the GMP Agreement (GMP Agreement to delineate Theatrical Equipment and FF&E included), the Tenant shall provide the City with an itemized list of the FF&E items to be paid from the G.O. Bond Grant Funds. Tenant shall be responsible for payment of any costs associated with the Theatrical Equipment and FF&E which exceed the amount of the G.O. Bond Grant Funds.
8. **Design to Budget.** All Project improvements shall conform to a design-to-budget approach, not exceeding the approved G.O. Bond Grant Funds. This includes:
  - a. Preconstruction services
  - b. Permitting
  - c. Theatrical Equipment and Furniture, Fixtures & Equipment (FF&E)
  - d. Art in Public Places (AIPP) contributions, if applicable
  - e. LEED certification
  - f. Survey and materials testing
  - g. Contingency allowance
  - h. Hard construction costs
9. **Landlord Approval of Design Development.** The Tenant shall submit the following for Landlord’s review and approval:
  - a. **30% construction drawings** within 90 days of execution of the Lease amendment;
  - b. **60% construction drawings** within 90 days of approval of the 30% drawings;
  - c. **90% construction drawings** within 90 days of approval of the 60% drawings; and
  - d. **Final plans and specifications** within 30 days of 90% drawing approval.

Landlord comments shall be provided within 14 calendar days after each submittal.

10. **Requirement for G.O. Bond Grant Agreement.** The G.O. Bond Grant Agreement shall include terms generally included in a work letter to govern construction procedures, approval processes, the disbursement of the G.O. Bond Grant Funds, and other matters relating to Project delivery.
11. **Construction Manager at Risk.** Tenant shall retain a Construction Manager at Risk (CMAR) using a Guaranteed Maximum Price (GMP) contract delivery method. The CMAR shall provide both pre-construction and construction phase services.
12. **GMP Agreement.** The GMP construction contract between the Tenant and Contractor shall be subject to the approval by the City of the construction agreement between the Tenant and the Contractor, to ensure that the City's interests are protected. The GMP construction contract and the schedule of values attached thereto (collectively, the "GMP Agreement") shall:
  - a. Include a contingency line item equal to 5% of the total Project improvement costs;
  - b. Not exceed the total available G.O. Bond Grant Funds for the Project improvements covered by the GMP construction contract;
  - c. Require that the contractor bear any costs in excess of the GMP Agreement;
  - d. Require buy-out of:
    - i. Each line item over \$200,000, and
    - ii. 80% of total Project costs prior to construction commencement.

The City shall have 21 days to approve or disapprove the GMP Agreement following receipt. If no response is provided, the GMP shall be deemed approved.
13. **Prioritization of Theater Space.** It is the understanding of the Parties that the cultural elements of the Project shall be prioritized at all times.
14. **Disbursement of G.O. Bond Grant Funds.** Disbursement of G.O. Bond Grant Funds shall be based on approval, by the City's assigned liaison, of monthly draw requests with supporting documentation, including invoices, lien releases, contractor affidavits, consent of surety, progress reports, progress schedule, progress photos, and other documentation typically required in a construction Work Letter and as may also be requested by the City.
15. **Performance and Payment Bond.** Tenant shall require its general contractor to obtain performance and payment bonds in the full contract value, issued by a surety acceptable to the City.
16. **Condominium.** Upon approval of the final plans for the construction of the Project, the City may require that the Property be converted into a condominium form of ownership. In such case, the City, at its sole cost, shall prepare a Declaration of Condominium, subdividing the Property into separate condominium units, based upon the intended uses for the Project, currently anticipated to be:
  - a. A Restaurant/Cafe condominium unit;
  - b. Parking Garage condominium unit(s); and
  - c. A Cultural Center condominium unit.

Tenant agrees to join in the execution of said Declaration of Condominium if requested by the City.

## Exhibits

- “A” - Current Conceptual Plan
- “B” – Preliminary Project Budget
- “C” – Preliminary Development Timeline