

AMENDMENT NO. 2 TO THE MANAGEMENT AGREEMENT FOR OLD SCHOOL SQUARE BETWEEN THE CITY OF DELRAY BEACH, FLORIDA AND OLD SCHOOL SQUARE, INC.

This Amendment of the original Agreement of August 7, 1990, and amended September 16, 1992, between OLD SCHOOL SQUARE, INC. (OLD SCHOOL) and the CITY OF DELRAY BEACH, FLORIDA (CITY) is entered into as of this 19 day of July, 1996.

WHEREAS, the original Agreement between the parties of August 7, 1990, amended September 6, 1992 provides that OLD SCHOOL shall serve as project administrator for the purpose of facility management and programming, and

WHEREAS, OLD SCHOOL and the CITY wish to redefine maintenance responsibilities as set forth in paragraph 11 "Grounds and Building Operations",

NOW THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF THE MUTUAL COVENANTS, STIPULATIONS AND AGREEMENTS HEREIN CONTAINED, DO MUTUALLY AGREE AS FOLLOWS:

1. The recitations set forth above are true and correct and are incorporated herein by reference.
2. Paragraph 11 "Grounds and Building Operations" is hereby amended as follows:

11. Grounds and Building Operations. ~~Old School Square, Inc.~~ OLD SCHOOL shall perform its portion of grounds and building operations to the extent set forth in the lease. Pursuant to the lease, ~~Old School Square, Inc.~~ OLD SCHOOL shall be responsible for ~~heating and air conditioning equipment (climate control),~~ installation and maintenance of exterior lighting, interior maintenance, repair and replacement and all other aspects of property management and maintenance except that the ~~City~~ CITY shall

be responsible for the exterior walls, roofs, parking lot, exterior landscaping, and irrigation, lighting (including fountain), walkways, heating and air-conditioning equipment (climate control), and exterior signage. It is explicitly agreed that among other things, that the duty of ~~Old School Square, Inc.~~ OLD SCHOOL shall include furnishing all necessary janitorial and cleaning services, pest control services, care and maintenance of the structures located on the property, any interior renovation or redecoration not involving major structural changes, and that ~~Old School Square, Inc.~~ OLD SCHOOL shall pay all charges for telephone, water, sewer, gas, electricity and any and all other such utilities as may be used in connection with the property, including utilities necessary for the operation of exterior lighting. In addition, the ~~Old School Square, Inc.~~ OLD SCHOOL, pursuant to the Lease, shall pay any ad valorem taxes imposed upon the property and improvements located thereon during the term of the lease. ~~Old School Square, Inc.~~ OLD SCHOOL shall pay any taxes for personal property improvements owned by ~~Old School Square, Inc.~~ OLD SCHOOL. The CITY's sole maintenance responsibility shall be for the maintenance and upkeep of the exterior of the buildings, including the roof, the grounds of the cultural center, irrigation system, grounds walkways, air-conditioning and heating systems, and all exterior lighting and signs. ~~Old School Square, Inc.~~ OLD SCHOOL shall be responsible for all interior maintenance, including janitorial service and annual termite protection of the buildings.

3. As of the date of this Amendment, the entire integrated Agreement consists of the resolution adopted by the City Commission on September 13, 1988, the Management Agreement dated August 7, 1990, amended September 16, 1992 and this Amendment.

4. All other terms and conditions, of the Management Agreement and Resolution referred to above remain unchanged and are not superseded unless such terms and conditions are expressly altered by this Addendum.

IN WITNESS WHEREOF, the CITY and OLD SCHOOL have executed this Amendment as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Barbara Garito
City Clerk
Deputy

By:

[Signature]
Mayor

Approved as to form and
legal Sufficiency:

[Signature]
City Attorney

OLD SCHOOL SQUARE, INC.

By:

[Signature]
Rose M. SLOAN
name typed or handwritten

[Signature]
Witness

Florida RETUNE ADAMS
name typed or handwritten

[Signature]
Witness

Debra J. Acquilano
name typed of handwritten

(SEAL)