

September 19, 2006

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VIA FACSIMILE

Lawrence Silverman
Akerman Senterfitt
One Southeast Third Avenue
28th Floor
Miami, FL 33131-1714

Re: *Knight Ridder vs. Coconut Grove Playhouse*
Case No. 06-9811 CA 23

Dear Mr. Silverman:

We are writing to seek your agreement to the following terms to resolve this lawsuit. Although we are unable to make any agreement regarding the content of *The Miami Herald*, we believe that the terms of this letter agreement moot any concern that your client has about future articles implying or suggesting that it was found to be a public agency:

1. All references in this letter agreement to the "Playhouse" refer to and include The Coconut Grove Playhouse, Inc., and its employees, parents, successors, affiliates, divisions, related business entities, and its or their present and former shareholders, officers, directors, members, partners, agents, employees, successors, and assigns.
2. All references in this letter agreement to the "*Herald*" refer to whatever corporation owns, operates or publishes *The Miami Herald*, and its or their present or former shareholders, officers, directors, members, partners, agents, employees, successors and assigns.
3. Nothing in this letter agreement shall be construed as providing that the Playhouse is, or has been found to be, a public agency for the purposes of the Public Records Law, Chapter 119, Florida Statutes, or that the documents described below are subject to the Public Records Law. The purpose of this letter agreement is merely to amicably resolve litigation currently pending between the parties, without regard to the merits of that litigation.
4. On or before September 30, 2006 at 5:00 p.m., the Playhouse will produce to the *Herald* all of the non-privileged documents that were (a) the subject of the lawsuit and the public records request attached to the Complaint, and (b) requested in the subpoena served upon the Playhouse by the *Herald*. However, this letter agreement does not require the

Playhouse to produce any document that is subject to a confidentiality agreement that existed at the time of the filing of the lawsuit and, on or before September 30, 2006 at 5:00 p.m., the Playhouse shall provide the *Herald* with a list identifying the documents not being produced to the *Herald* on either that basis or on the basis of privilege. To the extent that the Playhouse cannot find responsive documents, the Playhouse shall provide the *Herald* with a list identifying the documents it could not find.

5. The Playhouse will produce for the *Herald* any non-privileged documents reasonably requested by the *Herald* in the future, except documents that are subject to a confidentiality agreement existing at the time of any such request, in which case the Playhouse shall provide the *Herald* with a list identifying the documents not being produced to the *Herald* on either that basis or on the basis of privilege. To the extent that the Playhouse cannot find responsive documents, the Playhouse shall provide the *Herald* with a list identifying the documents it could not find.

6. To the extent employment files are to be produced by the Playhouse, the Playhouse shall be permitted to redact credit card numbers, home addresses and telephone numbers, social security numbers and, in the case of reimbursement requests, unassociated charges for which reimbursement was or is not sought from the Playhouse.

7. Nothing in this letter agreement requires the Playhouse to produce copyrighted materials such as scripts and musical scores, the identity and credit card information for specific ticket purchasers, or grant or donation applications and solicitations submitted to private donors.

8. The *Herald* will dismiss the lawsuit without prejudice within three business days of its receipt of the documents and list referred to in paragraph 4. However, the Playhouse acknowledges that the *Herald* expressly retains the right, and nothing in this letter agreement shall be construed as a waiver of that right, to initiate litigation to obtain copies of any document that, as contemplated by paragraphs 4 and 5, is not produced by the Playhouse to the *Herald* for any of the reasons set out in paragraphs 4 and 5.

9. On or before September 30, 2006 at 5:00 p.m., the Playhouse will provide the *Herald* with a resolution of the Playhouse's board stating that the person executing this document on behalf of the Playhouse has the legal capacity and authority to bind the Playhouse to the terms of this letter agreement.

10. Each party shall bear its own attorneys' fees and costs incurred in connection with the lawsuit, including the appeal, and this letter agreement.

11. This document sets out the entire agreement between the parties and, in deciding to enter this letter agreement, neither party relied upon any representation, statement, or promise not expressly set out in this letter agreement.

If your client is agreeable, please sign where indicated below.

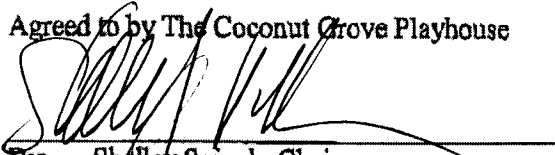
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Sincerely,

John L. Berman / SDD

Agreed to by The Coconut Grove Playhouse



By: Shelley Spivak, Chair

For the Executive Committee of the Coconut Grove Playhouse

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