

This instrument was prepared by:

Brian S. Adler, Esq.
Bilzin Sumberg Baena Price
& Axelrod LLP
1450 Brickell Avenue, Suite 2300
Miami, Florida 33131

(Space Above For Recorder's Use Only)

**FIRST AMENDMENT TO COVENANT RUNNING WITH
THE LAND IN LIEU OF UNITY OF TITLE**

KNOW ALL BY THESE PRESENTS that the undersigned is the owner (hereinafter "Owner") of the following described property (the "Property"), lying, being and situated in Miami-Dade County, Florida, to-wit:

See Exhibit "A"

WHEREAS, the Property is covered by that certain Covenant Running with the Land in Lieu of Unity of Title ("Covenant") provided to the City of Doral and recorded in Official Records Book ("ORB") 28874 at Page 3124 of the Public Records of Miami-Dade County, Florida ("Public Records");

WHEREAS, pursuant to paragraph 4 of the Covenant, the Owner desires to modify said Covenant as described herein;

WHEREAS, Owner has applied through City of Doral Application 2015-46S for a modification to the approved site plan and 2015-46C for an amendment to the Covenant; and

NOW, THEREFORE, in consideration of the foregoing premises and in compliance with the aforementioned Covenant, the Covenant is hereby modified as follows:

(1) Paragraph 1 of the Covenant shall be amended as follows:

FROM: "1. The Property will be maintained in substantial conformity with the site plan entitled "Lehman Hyundai" as prepared by Fortin, Leavy, Skiles, Inc. dated 02/06/13, received by the City of Doral March 20, 2013, consisting of one (1) sheet, and landscape plans entitled "Doral Lehman Hyundai" as prepared by Witkin Hults Design Group, dated 12/07/12, consisting of three (3) sheets, said plans being on file with the City of Doral Planning and Zoning Department, and attached as Exhibit "C" and by reference made a part of this Covenant.

No modification shall be effected in said plans without the written consent of the then owner(s) of the Property, and the Director of the City of Doral Department of Planning and Zoning ("Director") or such successor or jurisdiction having authority over the Property; provided the Director finds that the modification conforms with the Code of the City of Doral, and provided further, that should the Director withhold such approval, the then owner(s) of the Property shall be permitted to seek such modification by application to modify the plan or this

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Covenant at public hearing before the City Commission of the City of Doral, Florida, or such other board which may by law has jurisdiction over such matter."

To: "1. The Property will be maintained in substantial conformity with the site plan entitled "Doral Kia" as prepared by Stiles Architectural Group, dated November 9, 2015, consisting of six (6) sheets, including landscape plans, said plans being on file with the City of Doral Planning and Zoning Department, and attached as Exhibit "B" and by reference made a part of this Covenant. The above site plan is for a temporary showroom and it is acknowledged by the Owner that further site plan review and approval by the City of Doral will be required for the proposed permanent facility. The site plan reflects a phased development on the eastern parcel, consisting of a temporary showroom facility to be utilized during the construction phase of the permanent facility. The temporary facility will be removed upon opening of the permanent facility.

No modification shall be effected in said plans without the written consent of the then owner(s) of the Property, and the Director of the City of Doral Department of Planning and Zoning ("Director") or such successor or jurisdiction having authority over the Property; provided the Director finds that the modification conforms with the Code of the City of Doral, and provided further, that should the Director withhold such approval, the then owner(s) of the Property shall be permitted to seek such modification by application to modify the plan or this Covenant at public hearing before the City Commission of the City of Doral, Florida, or such other board which may by law has jurisdiction over such matter."

- (2) Paragraph 2 of the Covenant provided for the recording of an Easement and Operating Agreement. On October 21, 2013 a Declaration of Easements and Operating Agreement (the "Easement Agreement") was recorded in ORB 28874 at Page 3137 of the Public Records. The City of Doral has determined that the Easement Agreement satisfies the requirements of paragraph 2 of the Declaration and the City's acceptance as noted on the Consent to the Easement Agreement.
- (3) All other provisions of the Declaration not hereby amended shall remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

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the Land in Lieu of Unity of Title
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IN WITNESS WHEREOF, the undersigned has caused this First Amendment to Covenant
Running with the Land in Lieu of Unity of Title to be executed this 7th day of MARCH, 2016.

Witnesses:

Alex Falcoy
Signature

Alex Falcoy
Print Name

[Signature]
Signature

Alain Ruiz
Print Name

LEHMAN DORAL PARTNERS LLC, a
Florida limited liability company

By: LEHMAN MANAGER LLC, a
Florida Limited liability company, its
Manager

By: [Signature]
William Lehman
Title: Managing Member

Address: 21400 N.W. Second Avenue
Miami, FL 33169

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE } SS

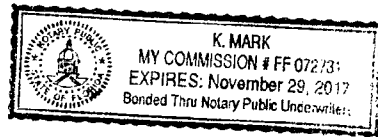
I HEREBY CERTIFY that on this 7th day of MARCH, 2016, before an officer duly qualified to
take acknowledgements, personally appeared William Lehman, Managing Member of Lehman Manager
LLC, Manager of Lehman Doral Partners LLC, who executed the foregoing instrument voluntarily. William
Lehman is personally known to me or has produced personally known as identification and
acknowledged that he executed the same for the purposes herein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State last
aforesaid, this 7th day of MARCH, 2016.

[Signature]
Notary Public State of Florida

11/29/17

My Commission Expires:



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the Land in Lieu of Unity of Title
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ACCEPTED BY THE CITY OF DORAL

By: (Edward A. Rojas)
EDWARD A. ROJAS City Manager

Attest:
(Signature)
City Clerk

Date: August 26, 2016

Approved as to form and legal sufficiency on
this 29 day of JULY, 2016.

(Signature)
Print Name: Calberto Castorena
City Attorney

JOINDER BY MORTGAGEE

The undersigned, WELLS FARGO BANK, NATIONAL ASSOCIATION, Mortgagee under that certain Mortgage and Assignment of Rents and Leases and Notice of Future Advance from LEHMAN DORAL PARTNERS, LLC, a Florida limited liability company, dated January 23, 2015 and recorded and recorded January 29, 2015, in Official Records Book 29481, Page 1381, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property located in Miami-Dade County, Florida and more particularly described in **Exhibit A** attached hereto (the "Property"), does hereby and herewith join with LEHMAN DORAL PARTNERS, LLC, a Florida limited liability company, in the submittal of the First Amendment to Covenant Runnign with the Land in Lieu of Unity of Title which includes the Property.

Witnesses:

WELLS FARGO BANK, NATIONAL ASSOCIATION

Maura Whelan
Signature

By: *Phillip Aman*
Name: PHILLIP AMAN
Title: Sr. Vice President

MAURA WHELAN
Print Name

Michael K. Scherer
Signature


Michael K. Scherer
Print Name

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

The foregoing instrument was acknowledged before me this 17 day of March, 2016 by Phillip Aman, as Sr. Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, on behalf of the association. Said individual () is personally known to me or () produced _____ as identification.

Sharon Agri
Notary Public

My commission expires:

 Sharon Agri
Notary Public
State of Florida
My Commission Expires 09/26/2017
Commission No. FF 58253

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EXHIBIT "A"

Tract "A", of LEHMAN WEST HYUNDAI, according to the plat thereof, as recorded in Plat Book 168, at Page 96, of the Public Records of Miami-Dade County, Florida.

AND:

A parcel of land located in the Southwest one-quarter of Section 32, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the said Southwest one-quarter of Section 32; thence South 89°20'56" West along the South line of said Section 32 for a distance of 118.68 feet to a point; thence North 01°43'13" West for a distance of 80.01 feet to a point on the Northerly right-of-way line of N.W. 12th Street to the Point of Beginning; thence along said Northerly right-of-way line South 89°20'56" West a distance of 271.74 feet to a point; thence leaving said Northerly right-of-way line North 01°43'13" West a distance of 484.64 feet to a point; thence North 90°00'00" East a distance of 271.82 feet to a point; thence South 01°43'13" East a distance of 481.55 feet to a point on said Northerly right-of-way line of N.W. 12th Street, said point being the Point of Beginning and containing 3.013 acres of land, more or less.

OPINION OF TITLE

TO: CITY OF DORAL, FLORIDA

With the understanding that this Opinion of Title is furnished to City of Doral, Florida, as an inducement for the execution and acceptance of a First Amendment to Covenant Running with the Land in Lieu of Unity of Title (the "Amendment"), it is hereby certified that I have examined First American Title Insurance Company Loan Policy of Title Insurance No. 5011312-0310692e covering the period from beginning to January 29, 2015 at 8:51:32 a.m., together with title search updates from January 29, 2015 at 8:51 a.m. through February 25, 2016 at 8:00 a.m., inclusive (The "Title Evidence"), of the following described real property: See Exhibit A attached hereto (the "Property").

Basing my opinion on the Title Evidence, I am of the opinion that on the last mentioned date and time, the fee simple title to the Property was vested in:

Lehman Doral Partners LLC, a Florida limited liability company

Subject to the following encumbrances, liens and other exceptions:

GENERAL EXCEPTIONS

1. All taxes for the year in which this opinion is rendered, unless noted below that such taxes have been paid.
2. Rights of persons other than the above owners who are in possession.
3. Facts that would be disclosed upon accurate survey.
4. Any unrecorded labor, mechanics' or materialmens' liens.
5. Zoning and other restrictions imposed by governmental authority.


SPECIAL EXCEPTIONS

See Exhibit B Attached Hereto

None of the exceptions listed above restrict the use of the Property for the purposes set forth in the Plat, as applicable.

I, the undersigned, further certify that I am attorney-at-law duly admitted to practice law in the State of Florida, and am a member in good standing of The Florida Bar.

Respectfully submitted this 9th day of March, 2016.

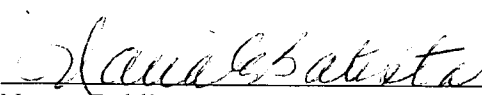


 Steven W. Simon, Esq.
 Bilzin Sumberg Baena Price & Axelrod LLP
 1450 Brickell Avenue, 23rd Floor
 Miami, Florida 33131-3456
 Florida Bar No. 0145105

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 9th day of March, 2016, by Steven W. Simon, who is personally known to me or produced a Florida driver's license as identification.

My commission expires:



 Notary Public, State of Florida



MARIA E. BATISTA
 MY COMMISSION # FF 192934
 EXPIRES: February 4, 2019
 Bonded Thru Budget Notary Services

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land located in the Southwest One-Quarter of Section 32, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the said Southwest one-quarter of Section 32; thence South $89^{\circ} 20' 56''$ West along the South line of said Section 32 for a distance of 118.68 feet to a point; thence North $01^{\circ} 43' 13''$ West for a distance of 80.01 feet to a point on the Northerly right-of-way line of N.W. 12th Street to the Point of Beginning; thence continuing along said Northerly right-of-way line South $89^{\circ} 20' 56''$ West a distance of 271.74 feet to a point; thence leaving said Northerly right-of-way line North $01^{\circ} 43' 13''$ East a distance of 484.64 feet to a point; thence North $90^{\circ} 00' 00''$ East a distance of 271.82 feet to a point; thence South $01^{\circ} 43' 13''$ East a distance of 481.55 feet to a point on said Northerly right-of-way line of N.W. 12th Street, said point being the Point of Beginning.

EXHIBIT B

SPECIAL EXCEPTIONS

1. Restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), covenants, easements(s), setback(s), if any, as may be shown on the Plat of MIAMI INTERNATIONAL MALL PROPERTIES recorded in Plat Book 117, Page 84.
2. Covenant Running with the Land given by West Dade County Associates, a Florida general partnership, for the benefit of the Board of County Commissioners of Metropolitan Dade County, Florida, dated November 11, 1979 and recorded in Official Records Book 10619, Page 2002.
3. Restrictions, covenants and conditions contained in Declaration of Restrictive Covenants by West Dade Associates, a Florida general partnership, dated May 21, 1981, and recorded September 14, 1981, in Official Records Book 11212, Page 1613.
4. Easement and Operating Agreement by and between Sears, Roebuck and Co., a New York corporation, and Alstores Realty Corporation, a Delaware corporation, Jordan Marsh Company, a Florida corporation, Federated Stores, Inc., a Delaware corporation, Associated Dry Goods Corporation, a Virginia corporation, and West Dade County Associates, a Florida general partnership, dated April 13, 1982 and recorded April 15, 1982, in Official Records Book 11411, Page 1044, as amended by First Amendment of Easement and Operating Agreement recorded in Official Records Book 15238, Page 2289, Assignment and Assumption Agreement recorded February 5, 1991, in Official Records Book 14884, Page 3160, and Assignment and Assumption Agreement recorded April 17, 1997, in Official Records Book 17606, Page 1.
5. Entrance Feature Maintenance Agreement recorded April 22, 1982, in Official Records Book 11419, Page 836, as amended by Amendment of Entrance Feature Agreement recorded December 10, 1982, in Official Records Book 11638, Page 1229.
6. Grant of Easement recorded July 26, 1982, in Official Records Book 11508, Page 1143, said easement encumbers only those portions described as "Permanent Access Easement" contained in that certain Easement and Operating Agreement recorded April 16, 1981, in Official Records Book 11411, Page 1044.
7. Terms, provisions, covenants, conditions, restrictions, assessments, easements, options, liens, and other matters established by Declaration of Protective Covenants and Restrictions for International Corporate Park, recorded in Official Records Book 16836, Page 1248, as affected by the following instruments: Acknowledgement and Agreement recorded in Official Records Book 17360, Page 3978; First Supplement to Declaration of Protective Covenants and Restrictions for International Corporate Park recorded in Official Records Book 17538, Page 824, and re-recorded in Official Records Book 17725, Page 3359; Second Supplement and Amendment to Declaration of Protective

Covenants and Restrictions for International Corporate Park recorded in Official Records Book 17698, Page 3823; Exemption of Property from Declaration of Protective Covenants and Restrictions for International Corporate Park and Restrictive Covenants recorded in Official Records Book 17703, Page 2515; Supplement and Amendment to Declaration of Protective Covenants and Restrictions recorded in Official Records Book 17759, Page 1053; Second Supplement and Amendment to Declaration of Protective Covenants and Restrictions recorded in Official Records Book 17888, Page 3574, and Amended and Restated Second Supplement and Amendment to Declaration of Protective Covenants and Restrictions for International Corporate Park recorded in Official Records Book 17759, Page 1223, and any subsequent amendments thereto.

8. Covenants, Conditions and Restrictions Agreement recorded February 23, 1998, in Official Records Book 17990, Page 816.
9. Entrance Feature Maintenance Agreement recorded February 21, 2003, in Official Records Book 21045, Page 2266.
10. Terms, conditions and easements reserved for the benefit of the Shopping Site commonly known as Miami International Mall recorded January 11, 2006, in Official Records Book 24133, Page 1676.
11. Terms, provisions, covenants, conditions, restrictions, assessments, any burdened easements on insured land, options, liens, and other matters established by Covenants, Conditions and Restrictions Agreement recorded January 11, 2006, in Official Records Book 24133, Page 1691, which Developer has a right of first offer.
12. Terms and provisions of that certain Covenant Running with the Land in Lieu of Unity of Title recorded October 21, 2013, in Official Records Book 28874, Page 3124.
13. Terms and provisions of that certain Declaration of Easements and Operating Agreement recorded October 21, 2013, in Official Records Book 28874, Page 3137.
14. Mortgage and Assignment of Rents and Leases and Notice of Future Advance from Lehman Doral Partners LLC to Wells Fargo Bank, National Association, recorded January 29, 2015, in Official Records Book 29481, Page 1381.
15. UCC Financing Statement between Lehman Doral Partners LLC, as Debtor, and Wells Fargo Bank, National Association, as Secured Party, recorded January 29, 2015, in Official Records Book 29481, Page 1405.
16. Lease Subordination Agreement between Doral Hyundai LLC and Wells Fargo Bank, National Association, recorded January 29, 2015, in Official Records Book 29481, Page 1409.

17. Agreement for Water and Sewer Facilities recorded February 1, 2016, in Official Records Book 29959, Page 3143.

ALL OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.