

This instrument was prepared by:

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Holland & Knight LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131

**AMENDMENT TO SECOND AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT FOR PARK SQUARE AT DORAL**

THIS AMENDMENT to the Second Amended and Restated Master Development Agreement for Park Square at Doral, as recorded in Official Records Book 28938 at Page 3758 of the Public Records of Miami-Dade, County, Florida (the "First Amendment") is made and entered into as of this 10 day of October, 2016 by and between the City of Doral, Florida a municipal corporation with an address of 8401 N.W. 53rd Terrace, Doral, Florida 33166 ("City") and Park Square Master, LLC as successor trustee of Land Trust Agreement dated March 22, 2012 and known as Trust Number 2401-3185-00, with an address of 25 West Flagler Street, Miami, Florida, 33130 (the "Developer").

WITNESSETH:

WHEREAS, the subject property of the Agreement as amendment by this Amendment is legally described in the attached hereto Exhibit "A" (the "Property");

WHEREAS, a Second Amended and Restated Master Development Agreement for Park Square at Doral, as recorded in Official Records Book 28938 at Page 3758 of the Public Records of Miami-Dade, County, Florida, was entered into by the then developers of the Property (the "Master Development Agreement");

WHEREAS, the Agreement was entered into by the parties to assure the City of performance of certain obligations and the commitment to certain restrictions on the Property;

WHEREAS, since the effective date of the Master Development Agreement, development has begun on the Property and storage use has been identified as a necessary component to the project's development program;

WHEREAS, the Developer intends to develop the Property with the following maximum program of planned uses:

- 330,000 square feet of retail/entertainment/restaurant/storage use

- 340,000 square feet of office use
- 1,600 residential dwelling units
- 180 hotel rooms

WHEREAS, the parties wish to amend the Agreement in accordance with the terms and conditions in order to reflect the updated development program uses;

NOW, THEREFORE, for and in consideration of the premises hereof and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by this reference. All capitalized terms used in this Amendment without separate definition shall have the same meanings assigned to them in the Master Development Agreement.

2. Section 4 of the Master Development Agreement is hereby amended effective as of the date hereof and shall hereinafter read as follows:

“4. The Project. The Project Approvals authorize the development of a Project development program, as specifically described in the Second Amended Pattern Book. The Project development program contemplates up to 330,000 square feet of retail/entertainment/restaurant/storage use, up to 340,000 square feet of office use, up to 1,600 residential dwelling units, and up to 180 hotel rooms. As noted, specific considerations relative to intensity and density of office and retail/entertainment/restaurant/storage uses are provided in this Second Amended Pattern Book. The development of the Property in conformity with this development program and as provided in the Second Amended Pattern Book is referred to herein as the "Project".”

3. Except as specifically modified in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the terms of the Master Development Agreement, then the terms of this First Amendment shall control. This Amendment shall be construed and enforced in accordance with the laws of the State of Florida and shall be binding upon the heirs, successors and assigns of the parties hereto.

4. This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original, and all of such counterparts will constitute one First Amendment. The signature of any party to any counterpart may be appended to any other counterpart.

5. This Amendment shall be recorded in the Public Records of Miami-Dade County, Florida, at the expense of the Developer.

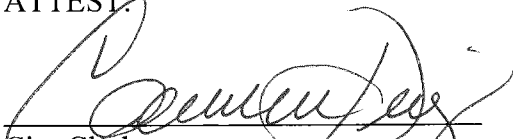
[Execution pages follow]

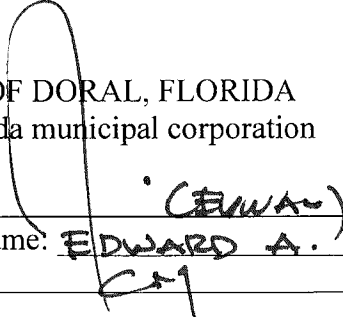
IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the day and year first above written.

CITY:


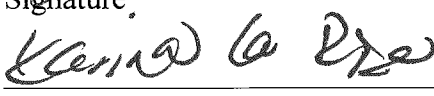
CITY OF DORAL, FLORIDA
A Florida municipal corporation

ATTEST:

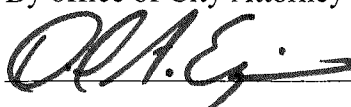

City Clerk


By: 
Print name: EDWARD A. ROJAS
Title: CM

WITNESSES:


Signature

Print Name

This 15th day of December, 2016



Approved as to form and legality
By office of City Attorney for
, City of Doral, Florida

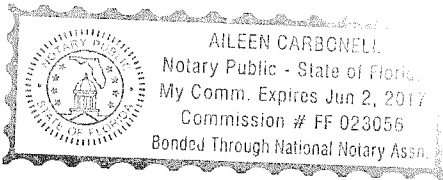

Signature
Jennifer Laffita
Print Name

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 15 day of December, 2016, by Edward A. Rojas, as City Manager of the City of Doral, a Florida municipal corporation, on behalf of the City. He/She is personally known to me or has produced personally known as identification, and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:


Notary Public, State of Florida

Print Name



DEVELOPER:

WITNESSES:

[Signature]
Signature

MARK BRIDGES
Print Name

[Signature]
Signature

Kelsey Dwyer
Print Name

Park Square Master, LLC, a Delaware limited liability company, As Successor Trustee under Land Trust Agreement Number 2401-3185-00

By: City Place at Doral Retail Holdings, LLC, a Delaware limited liability company, its sole member

By: PR III City Place at Doral Retail, LLC, a Delaware limited liability company, its managing member

By: [Signature]

Name: ROBERT JEANS (MS)

Title: AUTHORIZED SIGNATORY

PARK SQUARE MASTER, LLC EXECUTES THIS INSTRUMENT SOLELY AS SUCCESSOR TRUSTEE UNDER LAND TRUST NUMBER 2401-3185-00 AND NOT INDIVIDUALLY AND NO PERSONAL JUDGMENT OR DECREE SHALL EVER BE SOUGHT OR OBTAINED AGAINST THE SAID TRUSTEE BY REASON OF THIS INSTRUMENT

New Jersey
STATE OF ~~FLORIDA~~)
MOHAWK)
COUNTY OF ~~MIAMI-DADE~~) SS.

The foregoing instrument was acknowledged before me this 3 day of January, 2017, by Robert Jeans, as authorized signatory of Park Square Master, LLC, a Delaware limited liability company, as Successor Trustee under Land Trust Agreement Number 2401-3185-00, on behalf of the trust. He/She is personally known to me or has produced N/A as identification, and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:
2-3-2020

[Signature]
Notary Public, State of ~~Florida~~ New Jersey
Janet V. Rubino
Print Name

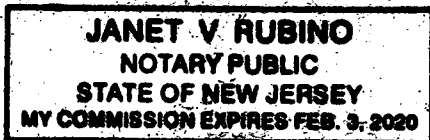


Exhibit A**Legal description of subject property:**

ALL OF TRACTS B, C, D, E, F, AND H AND A PORTION OF TRACTS A, G, M AND P AND ALL OF LOTS 1 AND 2 AND A PORTION OF LOTS 3, 4 AND 5, BLOCK 50, "PARK SQUARE AT DORAL", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 167, PAGE 26, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT D; THENCE SOUTH 00°04'18" WEST ALONG THE EAST LINE OF SAID TRACT D 310.55 FEET TO THE SOUTHEAST CORNER OF SAID TRACT D; THENCE NORTH 89°56'47" WEST ALONG THE SOUTH LINE OF SAID TRACT D 84.99 FEET TO THE NORTHEAST CORNER OF SAID TRACT F; THENCE SOUTH 00°03'13" WEST ALONG THE EAST LINE OF SAID TRACT F 387.02 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY AND EASTERLY ALONG AN EASTERLY LINE OF SAID TRACT H, BEING THE ARC OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 64°23'37", FOR AN ARC DISTANCE OF 28.10 FEET; THENCE SOUTH 00°03'13" WEST ALONG AN EAST LINE OF SAID TRACT H 110.07 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG AN EASTERLY LINE OF SAID TRACT H, BEING THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 131.50 FEET, A CENTRAL ANGLE OF 61°39'41", FOR AN ARC DISTANCE OF 141.52 FEET; THENCE SOUTH 28°17'06" EAST ALONG AN EASTERLY LINE OF SAID TRACT P 9.38 FEET; THENCE SOUTH 90°00'00" EAST ALONG A NORTH LINE OF SAID TRACT P 120.65 FEET; THENCE SOUTH 00°00'52" WEST ALONG AN EAST LINE OF SAID TRACT P 102.96 FEET; THENCE NORTH 90°00'00" WEST 904.77 FEET; THENCE NORTH 25°23'21" EAST 50.19 FEET; THENCE NORTH 00°00'26" EAST 58.59 FEET; THENCE NORTH 60°52'28" WEST 43.36 FEET TO A POINT ON THE WEST LINE OF SAID TRACT G; THENCE NORTH 01°42'25" WEST ALONG SAID WEST LINE OF TRACT G 379.56 FEET TO THE NORTHWEST CORNER OF SAID TRACT G; THENCE SOUTH 89°56'47" EAST ALONG THE NORTH LINE OF SAID TRACT G AND ITS EASTERLY EXTENSION, ALSO BEING THE SOUTH LINE OF TRACT "A", "DORAL CONCOURSE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 156, PAGE 27, OF SAID PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA FOR 423.58 FEET THE SOUTHEAST CORNER OF SAID TRACT "A"; THENCE NORTH 00°03'23" EAST ALONG THE WEST LINE OF SAID TRACT E, "PARK SQUARE AT DORAL", 242.93 FEET TO THE NORTHWEST CORNER OF SAID TRACT E; THENCE NORTH 89°56'47" WEST ALONG THE SOUTH LINE OF SAID TRACT B 48.01 FEET TO THE SOUTHWEST CORNER OF SAID TRACT B; THENCE NORTH 00°03'13" EAST ALONG THE WEST LINE OF SAID TRACT B 295.16 FEET TO THE NORTHWEST CORNER OF SAID TRACT B; THENCE ALONG THE NORTH LINES OF TRACTS B, C AND D AND THE SOUTH RIGHT-OF-WAY LINE OF NW 36th STREET, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES; 1) SOUTH 89°55'42" EAST 39.54 FEET TO A POINT ON A CURVE AT WHICH A RADIAL LINE BEARS SOUTH 64°53'26" EAST; 2) NORTHEASTERLY ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 27.00 FEET, A CENTRAL ANGLE OF 64°57'44", FOR AN ARC DISTANCE OF 30.61 FEET TO A POINT OF TANGENCY; 3) SOUTH 89°55'42" EAST 36.87 FEET; 4) SOUTH 76°26'11" EAST 51.43 FEET; 5) SOUTH 89°55'42" EAST 110.00 FEET TO THE MOST NORTHERLY NORTHEAST CORNER OF SAID TRACT B; 6) NORTH 00°00'00" EAST 12.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT C; 7) SOUTH 89°55'42" EAST 311.20 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE, LYING AND BEING IN THE CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 717,027 SQUARE FEET (16.4607± ACRES).