

## SECOND AMENDMENT TO LEASE

20 day of July, 2012, by and between DORAL G2 PHASE LLC, a Delaware limited liability company (the "Landlord"), and CITY OF DORAL, a Florida municipal corporation (the "Tenant").

### W I T N E S S E T H:

WHEREAS, Landlord and Tenant are parties to that certain Lease dated September 14, 2009, as amended by First Amendment to Lease dated August 17, 2011 (collectively, the "Lease"), whereby Landlord leases to Tenant, and Tenant leases from Landlord, the Premises, as defined in the Lease, consisting of approximately thirteen thousand one hundred twenty (13,120) rentable square feet, located in the Richmond Building at Downtown Doral (formerly known as Doral Center), with an address of 8420 N.W. 52<sup>nd</sup> Street, Suites 100, 103, and 109, Doral, Florida 33166; and

WHEREAS, the Term of the Lease expires on December 31, 2012, and Landlord and Tenant desire to extend the Expiration Date by eighteen (18) months, commencing on January 1, 2013 (the "Extension Term Commencement Date") through June 30, 2014 (the "Extended Expiration Date"), on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein as if set forth in full.

2. General Provisions. All defined terms in this Second Amendment shall have the same meaning as in the Lease, except as otherwise noted. Except as amended and modified by this Second Amendment, all of the terms, covenants, conditions, and agreements of the Lease shall remain in full force and effect. In the event of any conflict between the provisions of the Lease and the provisions of this Second Amendment, this Second Amendment shall control.

3. Expiration Date. The Expiration Date of the Lease is hereby extended by eighteen (18) months, from the Extension Term Commencement Date through the Extended Expiration Date (the "Extension Term").

4. As-Is. Tenant acknowledges and agrees that Tenant is accepting possession of the Premises for the Extension Term in "as is" condition and that Landlord shall have no obligation whatsoever to furnish, render, or supply any money, work, labor, material, fixture, decoration, or equipment in order to prepare the Premises for Tenant's continued occupancy. Any and all improvements to the Premises will be at Tenant's expense and are subject to the provisions of the Lease applicable to alterations, including, without limitation, that the plans and specifications, and the contractors and subcontractors to be used by Tenant, for any such alterations are subject to Landlord's prior written approval.

8. Monthly Base Rent.

(a) Commencing on Extension Term Commencement Date, the Monthly Base Rent for the first year of the Extension Term shall be at a rate of \$15.05 per rentable square foot of the Premises per annum, payable in advance on the first day of each month in equal monthly installments of \$16,454.67, and otherwise payable in the manner set forth in the Lease for payments of Monthly Base Rent.

(b) Commencing on January 1, 2014, the Monthly Base Rent rate per-square-foot for the Premises shall be increased to be equal to the Monthly Base Rent rate per-square-foot for the immediately prior year, plus three (3%) percent.

5. Addresses for Notices and Rent Payments. Landlord's addresses for notices and rent payments pursuant to the Lease (as modified hereby) are as follows:

Landlord's address  
for notices:

Doral G2 Phase LLC  
c/o Flagler Real Estate Services, LLC  
8350 NW 52nd Terrace, Suite 102  
Doral, Florida 33166  
Attention: Downtown Doral Property Manager

with a copy to:

Doral G2 Phase LLC  
c/o J.P. Morgan Asset Management – Global Real Assets  
270 Park Avenue, 7<sup>th</sup> Floor  
Mail Code NY1-K150  
New York, New York 10017  
Attention: Joseph B. Dobronyi, Jr., Executive Director

Landlord's address  
for rent payments for  
standard mail delivery:

Doral G2 Phase LLC  
c/o Koala Miami Realty Holding Co., Inc.  
Lockbox #530610  
P.O. Box 530610  
Atlanta, Georgia 30353-0610

Landlord's address for  
rent payments for  
overnight courier  
service delivery:

PNC Bank c/o Koala Miami Realty Holding Co., Inc.  
Lockbox #530610  
1669 Phoenix Parkway, Suite 210  
College Park, Georgia 30349

6. Brokers. Landlord and Tenant each represent and warrant one to the other that except as hereinafter set forth, neither of them has employed any broker in connection with the negotiations of the terms of this Second Amendment or the execution hereof. Landlord and Tenant hereby agree to indemnify and to hold each other harmless against any loss, expense, or liability with respect to any claims for commissions or brokerage fees arising from or out of any breach of the foregoing representation and warranty. Landlord recognizes Codina Realty Services LLC ("Landlord's Broker") (representing Landlord) as the sole broker with whom Landlord has dealt in this transaction. Landlord shall pay any commissions payable to Landlord's Broker pursuant to separate agreement between Landlord and Landlord's Broker.


7. Entire Agreement; No Set-Off. The Lease, as modified by this Second Amendment, sets forth the entire agreement between the Landlord and Tenant concerning the Premises and Tenant's use and occupancy thereof and there are no other agreements or understandings between them. Tenant certifies and affirms that, as of the date hereof, there are no claims, offsets, or breaches of the Lease, or any action or causes of action against Landlord directly or indirectly relating to the Lease.

8. Counterparts; Facsimile. This Second Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. This Second Amendment may be executed by facsimile or e-mail signature which shall, for all purposes, serve as an original executed counterpart of this Second Amendment.

(signatures on next page)

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

WITNESSES:

  
J. Mark Taxis

LANDLORD:


DORAL G2 PHASE LLC, a Delaware limited liability company


By: Koala Miami Realty Holding Co., Inc., a Delaware corporation,  
its sole member

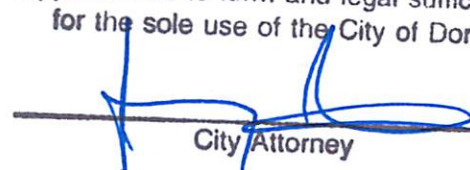
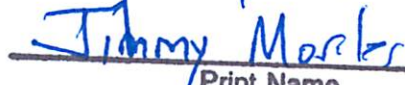
By:   
Joseph B. Dobronyi, Jr., Vice President

TENANT:

CITY OF DORAL, a Florida municipal corporation

  
Yamilet P. Perea

By:   
Name: Wonne J. McKinley  
Title: City Manager

Approved as to form and legal sufficiency for the sole use of the City of Doral.	
	City Attorney
	Print Name