

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE (the "Fifth Amendment") is made and entered into as of the 9 day of July, 2012, by and between DORAL R1 PHASE LLC, a Delaware limited liability company (the "Landlord"), and CITY OF DORAL, a municipal corporation of the State of Florida (the "Tenant").

WITNESSETH:

WHEREAS, Landlord (as successor-in-interest to Koala Miami Realty Holding Co., Inc.) and Tenant are parties to that certain Lease, dated June 25, 2004 (the "Original Lease"), as amended by [Addendum][Amendment] #____, dated October 27, 2004, Second Amendment to Lease dated September 29, 2006, Third Amendment to Lease dated October 22, 2007, and Fourth Amendment to Lease dated December 1, 2011 (collectively, the "Lease"), whereby Landlord leases to Tenant, and Tenant leases from Landlord, the Premises, as defined in the Lease, consisting of approximately thirty thousand four hundred fifty-nine (30,459) rentable square feet, located in the Trenton Building at Downtown Doral (formerly known as Doral Center), with an address of 8300 N.W. 53rd Street, Suites 100, 101, 200, 202, and 206, Doral, Florida 33166; and

WHEREAS, the Term of the Lease expires on June 30, 2012, and Landlord and Tenant desire to extend the expiration date by one (1) month, commencing on July 1, 2012 (the "Extension Term Commencement Date") through July 31, 2012 (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 Fifth Amendment shall have the same meaning as in the Lease, except as otherwise noted. Except as amended and modified by this Fifth 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 Fifth Amendment, this Fifth Amendment shall control.
3. Expiration Date. The expiration date of the Lease is hereby extended by one (1) month, 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.

5. Monthly Base Rent

(a) Monthly Base Rent for Suites 100, 200, 202, and 206. Commencing on the Extension Term Commencement Date, the Monthly Base Rent for Suites 100, 200, 202, and 206 (totaling 27,402 square feet) for the Extension Term, payable in advance on the first day of each month, and otherwise payable in the manner set forth in the Lease for payments of Monthly Base Rent, shall be as follows:

<u>MONTHS</u>	<u>ANNUAL BASE RENT RATE PER SQUARE FOOT</u>	<u>MONTHLY BASE RENT</u>
07/01/12 – 07/31/12	\$23.23	\$53,045.71

(b) Monthly Base Rent for Suite 101. Commencing on the Extension Term Commencement Date, the Monthly Base Rent for Suite 101 (totaling 3,057 square feet) for the Extension Term, payable in advance on the first day of each month, and otherwise payable in the manner set forth in the Lease for payments of Monthly Base Rent, shall be as follows:

<u>MONTHS</u>	<u>ANNUAL BASE RENT RATE PER SQUARE FOOT</u>	<u>MONTHLY BASE RENT</u>
07/01/12 – 07/31/12	\$26.23	\$6,682.09

6. Operating Expenses. During the Extension Term (commencing on the Extension Term Commencement Date), the payments with respect to Tenant's Share of Operating Expenses shall continue to be determined and paid as provided in the Lease, including, without limitation, that (i) the Operating Expense Stop for the Suites 100 and 200 portion of the Premises is an amount equal to the actual Operating Expenses for Calendar Year 2004, and (ii) the Operating Expense Stop for the Suites 202 and 206 portion of the Premises is an amount equal to the actual Operating Expenses for Calendar Year 2006, and (iii) the Operating Expense Stop for the Suite 101 portion of the Premises is an amount equal to the actual Operating Expenses for Calendar Year 2007.

7. Early Surrender. If Tenant vacates the Premises prior to the Extended Expiration Date, the Monthly Base Rent and Tenant's payments with respect to Tenant's Share of Operating Expenses will be prorated accordingly and the rent previously paid for the remainder of July 2012 will be refunded to Tenant.

8. 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 Fifth 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.

9. Entire Agreement; No Set-Off. The Lease, as modified by this Fifth 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.

10. Counterparts; Facsimile. This Fifth 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 Fifth Amendment may be executed by facsimile or e-mail signature which shall, for all purposes, serve as an original executed counterpart of this Fifth Amendment.

(signatures on next page)

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

WITNESSES:

LANDLORD:

DORAL R1 PHASE LLC, a Delaware limited liability company

By: CM Doral Buildings, LLC, a Delaware limited liability company, its sole member

By: Codina Downtown Doral, LLC, a Florida limited liability company, its managing member

By: [Signature]
Ana-Marie Codina Barlick, Vice President

[Signature]
[Signature]

TENANT:

CITY OF DORAL, a municipal corporation of the State of Florida

By: [Signature]
Name: Yvonne S. McKinley
Title: CITY MANAGER

[Signature]
[Signature]

Approved as to form and legal sufficiency
for the sole use of the City of Doral.
[Signature]
City Attorney
Jose M. Jimenez
Print Name