

Holland & Knight

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Joseph G. Goldstein
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March 28, 2012

VIA .PDF AND HAND DELIVERY

Mr. Nathan Kogon
Director, Planning & Zoning Department
City of Doral
8300 NW 53 Street, Suite 100
Doral, Florida 33166

RE: Downtown Doral - First Amendment to Master Development Agreement

Dear Nathan:

Enclosed please the original First Amendment to Master Development Agreement executed by CM Doral Development Company, LLC. If approved, please have this signed by the Mayor, City Attorney and Clerk on behalf of the City of Doral. We will then record and file the original with the State upon expiration of the appropriate challenge periods.

If you should have any questions, please do not hesitate to contact me.

Sincerely yours,

HOLLAND & KNIGHT LLP



Joseph G. Goldstein

Enclosure

cc: Mr. Larry Gragg
Mr. Andrew Frey
Tracy R. Slavens, Esq.

This Instrument was Prepared by:
Joseph G. Goldstein
Holland & Knight LLP
701 Brickell Avenue Suite 3000
Miami, Florida 33131

FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

This First Amendment (the "First Amendment") to the Master Development Agreement is made as of the 28 day of March, 2012, by and between CM DORAL DEVELOPMENT COMPANY, LLC, a Florida limited liability company (the "Developer"), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation (the "City").

RECITALS

WHEREAS, the CM Doral Development Company, LLC, is the Developer of those certain parcels of land located within the boundaries of the City commonly known as Downtown Doral, the legal descriptions of which is attached hereto and made a part hereof as Exhibit "1" (the "Property");

WHEREAS, the Developer and the City are parties to the Master Development Agreement dated August 22, 2006, and recorded in Official Records Book 24968 at Page 2689 in the public records of Miami-Dade County, Florida (the "Master Development Agreement");

WHEREAS, the Master Development Agreement was entered into and recorded in connection with the approval of the development of the project known as Downtown Doral, a mixed-use urban center Downtown Mixed Use Planned Unit Development (PUD);

WHEREAS, the City has adopted Land Development Regulations which assigned Downtown Mixed Use (DMU) zoning to the Property, which regulations currently govern the Property;

WHEREAS, paragraph 17 of the Master Development Agreement states that the Master Development Agreement may be modified by a written instrument signed by the City and the Developer after public hearing;

WHEREAS, CC Doral LLC, the owner of the lands legally described in Exhibit "2" attached hereto (the "Additional Property"), seeks to have the Additional Property become part of Downtown Doral;

WHEREAS, CC Doral LLC, with the consent of the Developer, filed an application to amend the Project Approvals for the Downtown Doral Project, including the Master Development Agreement and Urban Design Guidelines (the "Application");

WHEREAS, the City held two public hearings and, on the 28 day of March, 2012, the City approved CC Doral LLC's application to amend the Downtown Doral Project

Approvals and the Master Development Agreement pursuant to Ordinance No. 2012-08 (the "First Amendment Approval");

WHEREAS, the First Amendment Approval expanded the boundaries of Downtown Doral to include the Additional Property (the combined Property and Additional Property shall hereinafter be referred to as the "First Amendment Property"; Exhibit "3"), amended the Downtown Doral development program to include the development program entitlements from the Additional Property into Downtown Doral, and set forth the development parameters, including maximum height of buildings, for the development of the Additional Property;

WHEREAS, the Developer and the City desire to modify certain terms and provisions of the Master Development Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree to amend the Master Development Agreement as follows:

1. Recitals. The Recitals are true and correct and incorporated herein by reference and made a part hereof.

2. Capitalized Terms. Capitalized terms used herein and not otherwise defined herein shall have the meaning provided in the Master Development Agreement.

3. First Amendment Property, Project and Project Approvals. Exhibit "A" to the Master Development Agreement is hereby amended and restated to be the First Amendment Property. Any reference in the Master Development Agreement to the term Property as defined in the Master Development Agreement shall now and hereafter be redefined and apply to the First Amendment Property. Any references to the Project in the Master Development Agreement shall now and hereafter be redefined and apply to the Proposed Program as defined herein. Finally, any reference to the Project Approvals in the Master Development Agreement shall now and hereafter be redefined and apply to the Project Approvals list attached hereto and made a part here of as Exhibit "4".

4. Section 5(a) of the Master Development Agreement, entitled Permitted Development Uses, is deleted and replaced in its entirety to provide as follows:

5. Permitted Development Uses and Building Intensities.

(a) Permitted Development Uses. With the adoption and acceptance of this First Amendment, the City has designated the First Amendment Property as "Downtown Doral District" on the official zoning map of the City, pursuant to the DMU Regulations, which establishes the Conceptual Development Plan and the Urban Design Guidelines as the binding development guidelines for the Property (collectively, these are referred to herein as the "Project Approvals"), a list of the documents which comprise the Project Approvals are attached hereto as the First Amended

Exhibit "B." The official Project Approval documents are on file with the City. The Developer anticipates that at final build-out, the Project is planned to become and will be a true, pedestrian-friendly, urban "downtown," with a mixture of residences, shops, offices and public spaces. The following table provides the development program approved for the Project by the City (the "Original Program") and the proposed development program for the Project, approved pursuant to this First Amendment Approval (the "Proposed Program"):

Use	Original Program	Proposed Program
Retail/Commercial ¹	180,000 s.f. (proposed)	213,895 s.f. (proposed)
Office	865,901, s.f. (upon final build-out and existing s.f. to remain)	1,509,901 s.f. (upon final build-out and existing s.f. to remain)
Residential	2,840 d.u.	2,840 d.u.
Municipal / Civic	100,000 s.f. ²	100,000 s.f. ²
School	800 Students	800 Students

¹ Retail/Commercial may include offices.

² Municipal / Civic use that is not assigned to the development of a City Hall within the Project may be converted by the Developer at its option to office use.

The parties agree that the Proposed Program and Project (i) is consistent with the City's Comprehensive Plan and (ii) has been approved in accordance with the City's Land Development Regulations. Upon execution of this Agreement and for the Entire Term, the City confirms and agrees that the Property may be developed and used for the purposes established in the Project Approvals provided the actual development is in substantial compliance with the City's Comprehensive Plan and Land Development Regulations. It is understood that the establishment of municipal/civic space is reserved for both parties' sole discretion, consistent with this Agreement and the Project Approvals. Until such time that the parties agree to the placement of any municipal or civic uses within the Project, the areas designated for municipal or civic use on the Conceptual Development Plan may be developed with other uses consistent with the Project Approvals. Until such time as the Project is built out, it is recognized that existing uses may remain and operate on the Property and that temporary uses, such as sales and adequately screened construction trailers and project management facilities may be established, operated and relocated as appropriate, upon issuance of applicable and appropriate approvals and permits required pursuant to the Land Development Regulations.

5. Exhibit "B" to the Master Development Agreement, entitled "List of Project Approval Documents," is hereby amended and restated to be the First Amended Exhibit "B", made a part of this First Amendment and attached as Exhibit "4".

6. Exhibit "D" to the Master Development Agreement, entitled "Impact Fees for the Project," is hereby amended and restated to be the First Amended Exhibit "D", made a part of this First Amendment and attached as Exhibit "5".

7. Exhibit "E" to the Master Development Agreement, entitled "Calculation of Estimated Roadway Impact Fees Based on Full Project Buildout," is hereby amended and restated to be the First Amended Exhibit "E", made a part of this First Amendment and attached as Exhibit "6".

8. The Downtown Doral Urban Regulations are modified in accordance with the documents submitted by the Developer with the Application and, further, as follows:

- a. Section III, Tab 2 of the Downtown Doral Urban Regulations, entitled "Frontages, Setbacks and Heights," is amended to delete the phrase "Retail buildings shall be a minimum of 4 stories in height" and, instead to provide as follows:

"Retail Frontage Lines demarcate building streetwalls which are entered at grade. Ground floor use shall be retail. Upper floor use may be retail, residential, or office. Lobbies for upper floors may occur along retail frontage. Retail buildings may be attached or detached buildings with a service alley at the rear."

- b. Due to the unique configuration of the Additional Property, shown as Parcel O1 on the amended Regulating Plan submitted as part of the Application, it is understood and agreed that minor modifications to the locations of buildings, garages and other structures in relation to Building Frontage Lines and Parking Structure Lines may be granted by the City at the time of approval of any Site Plan on the Additional Property.

9. The parties to this First Amendment to Master Development Agreement acknowledge, recognize and designate CM Doral Development Company LLC as the sole Developer of the Downtown Doral project.

10. Except as modified and amended hereby the terms and provisions of the Master Development Agreement are hereby ratified and confirmed and shall remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

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

CITY:

CITY OF DORAL, FLORIDA

A Florida municipal corporation

ATTEST:

Barbara Herrera

Barbara Herrera, City Clerk

By: Yvonne S. McKinley
Print Name: Yvonne S. McKinley
Title: CITY MANAGER

This 2 day of APRIL, 20 12

Approved as to form and legal sufficiency
by office of City Attorney for City of Doral,
Florida

[Signature]
City Attorney

DEVELOPER

WITNESSES:

CM DORAL DEVELOPMENT COMPANY, LLC, a Delaware limited liability company


By: Doral JV Acquisition Company LLC, a Delaware limited liability company, its managing member



Signature

Cheryl Drum

Print Name

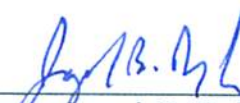


Signature

Jaclyn Weinman

Print Name

By: Miscellaneous Income Corp., a Delaware corporation, its sole member

By: 

Name: Joseph B. Dobronyi, Jr.
Title: Vice President


STATE OF FLORIDA

COUNTY OF MIAMI-DADE

SS.

The foregoing instrument was acknowledged before me this 20 day of March, 2012, Joseph B. Dobronyi, Jr., as Vice President of Miscellaneous Income Corp., a Delaware corporation, the sole member of Doral JV Acquisition Company LLC, a Delaware limited liability company, the Managing Member of CM Doral Development Company, LLC, which is the Developer of the Downtown Mixed Use development project known as Downtown Doral, on behalf of the company. [S]He is personally known to me or has produced _____ 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

ESTHER MARY KRIVDA
Notary Public, State of New York
Qualified in Bronx County
Reg. No. 01KR6051251
My Commission Expires Nov. 20, 2014

EXHIBIT "1"

MASTER DEVELOPMENT AGREEMENT PROPERTY

LEGAL DESCRIPTION: TRACT A

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; SAID PARCEL CONTAINS THE FOLLOWING: ALL OF TRACTS 1, 2, 3, 6, 9, 13, 17, 20, 33 THROUGH 38 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 91, AT PAGE 38; AND ALL OF TRACTS C, E, A PORTION OF TRACT A AND TRACT D LESS THE EAST 34.02 FEET THEREOF, OF KOGER CENTER PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 108 AT PAGE 15; AND ALL OF TRACTS A, B, C AND D OF THE KOGER CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 132 AT PAGE 73 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND PORTIONS OF N.W. 52ND STREET, N.W. 53RD STREET, N.W. 53RD TERRACE, N.W. 54TH STREET, N.W. 84TH AVENUE AND N.W. 87TH AVENUE RIGHT-OF-WAY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 22, SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 87TH AVENUE AND THE WESTERLY PROLONGATION OF THE SOUTH LINE OF SAID TRACT 1; THENCE NORTH 00°04'32" EAST ALONG SAID CENTERLINE OF N.W. 87TH AVENUE FOR A DISTANCE OF 327.72 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 52ND STREET; THENCE SOUTH 88°37'50" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 942.50 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 FEET TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 84TH AVENUE; THENCE NORTH 01°22'10" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 1157.54 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 FEET TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 53RD TERRACE, THENCE NORTH 88°37'50" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 128.46 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID TRACT 20; THENCE NORTH 01°22'10" EAST ALONG SAID SOUTHERLY PROLONGATION, THE WEST LINE OF SAID TRACT 20 AND THE NORTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 376.10 FEET TO A POINT LYING ON THE CENTERLINE OF N.W. 54TH STREET; THENCE SOUTH 88°35'49" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 489.99 FEET; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 88°34'40" EAST FOR A DISTANCE OF 1322.61 FEET; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 88°34'40" EAST FOR 748.10 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID TRACT 38; THENCE SOUTH 01°21'30" WEST ALONG SAID NORTHERLY PROLONGATION, SAID EAST LINE AND SOUTHERLY PROLONGATION THEREOF TO A POINT LYING ON THE CENTERLINE OF N.W. 53RD STREET; THENCE NORTH 88°38'30" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 18.92 FEET TO THE INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF THE EAST 34.02 FEET OF SAID TRACT D; THENCE SOUTH 01°21'30" WEST ALONG SAID NORTHERLY PROLONGATION AND WEST LINE OF THE EAST 34.02 FEET OF TRACT D FOR A DISTANCE OF 312.21 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID TRACT D; THENCE NORTH 88°39'27" WEST FOR A DISTANCE OF 713.72

LEGAL DESCRIPTION: TRACT A (CONTINUED)

FEET TO THE SOUTHWEST CORNER OF SAID TRACT C OF KOGER CENTER PARK; THENCE SOUTH 00°00'17" EAST ALONG THE EAST LINE OF SAID TRACT B FOR A DISTANCE OF 859.97 FEET TO THE SOUTHEAST CORNER OF SAID TRACT C, SAID POINT ALSO BEING THE CENTER OF SAID SECTION 22; THENCE NORTH 88°37'50" WEST ALONG THE SOUTH LINE OF SAID TRACT C, TRACT D AND THE WESTERLY PROJECTION THEREOF FOR A DISTANCE OF 1322.78 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 9; THENCE SOUTH 00°03'00" WEST FOR A DISTANCE OF 683.09 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 3; THENCE NORTH 88°30'43" WEST ALONG THE SOUTH LINE OF SAID TRACTS 3, 2, 1 AND THE WESTERLY PROLONGATION THEREOF FOR A DISTANCE OF 1323.14 FEET TO THE POINT OF BEGINNING, CONTAINING 74.255 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: TRACT B

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; SAID PARCEL CONTAINS THE FOLLOWING: ALL OF TRACTS 4, 5, 7, 8, 10, 11, 12, 14, 15, 16, 18, AND 19 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 91, AT PAGE 38 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND PORTIONS OF N.W. 52ND STREET, N.W. 53RD STREET, N.W. 53RD TERRACE, N.W. 54TH STREET, N.W. 84TH AVENUE AND N.W. 87TH AVENUE RIGHT-OF-WAY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22, SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 87TH AVENUE AND THE CENTERLINE OF N.W. 54TH STREET, THENCE SOUTH 88°35'49" EAST ALONG THE SAID CENTERLINE OF N.W. 54TH STREET FOR A DISTANCE OF 852.42 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID TRACT 19; THENCE SOUTH 01°22'10" WEST ALONG SAID NORTHERLY PROLONGATION AND THE EAST LINE OF SAID TRACT 19 AND THE SOUTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 378.10 FEET TO THE INTERSECTION WITH THE CENTERLINE OF N.W. 53RD TERRACE; THENCE SOUTH 88°37'50" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 128.48 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 60.00 FEET, AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 84TH AVENUE; THENCE SOUTH 01°22'10" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 1187.54 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 FEET TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 52ND STREET; THENCE NORTH 88°37'50" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 942.50 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 87TH AVENUE; THENCE NORTH 00°04'32" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 332.62 FEET; THENCE CONTINUE ALONG SAID CENTERLINE NORTH 00°01'53" EAST FOR A DISTANCE OF 1321.96 FEET TO THE POINT OF BEGINNING, CONTAINING 37.128 ACRES; MORE OR LESS.

LEGAL DESCRIPTION: TRACT C

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; SAID PARCEL CONTAINS THE FOLLOWING: ALL OF TRACT 39 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 91, AT PAGE 38; ALL OF TRACT E AND THE EAST 34.02 FEET OF TRACT D, KOGER CENTER PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 106, AT PAGE 15 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND PORTIONS OF N.W. 53RD STREET, N.W. 54TH STREET AND N.W. 79TH AVENUE RIGHT-OF-WAY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22 SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 79TH AVENUE AND THE EASTERLY PROLONGATION OF SAID TRACT E, THENCE NORTH 88°39'27" WEST ALONG THE SAID EASTERLY PROLONGATION OF TRACT E AND THE SOUTH LINE OF TRACT E AND D RESPECTIVELY FOR A DISTANCE OF 609.03 FEET; THENCE NORTH 01°21'30" EAST ALONG THE WEST LINE OF THE EAST 34.02 FEET OF SAID TRACT D AND ITS NORTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 312.21 TO A POINT LYING ON THE CENTERLINE OF N.W. 53RD STREET; THENCE SOUTH 88°38'30" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 18.92 FEET; THENCE NORTH 01°21'30" EAST ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF TRACT 39, THE WEST LINE THEREOF, AND THE NORTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 347.21 FEET TO A POINT LYING ON THE CENTERLINE OF N.W. 54TH STREET; THENCE SOUTH 88°34'40" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 574.16 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 79TH AVENUE; THENCE SOUTH 00°01'43" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 859.33 FEET TO THE POINT OF BEGINNING, CONTAINING 8.948 ACRES, MORE OR LESS.

EXHIBIT "2"

ADDITIONAL PROPERTY

LEGAL DESCRIPTION:

A portion of Tract "A", WHITE VIEW SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 157, at Page 18, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

COMMENCE at the Southwest corner of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida; thence North 00° 00' 00" East as a basis of bearing along the West line of said Section 22, a distance of 418.30 feet; thence South 85° 39' 00" East, a distance of 43.07 feet to the POINT OF BEGINNING of the following described parcel of land and the beginning of a curve to the right (the following three (3) courses are along the East Right-of-Way line of NW 87th Avenue), a radial line to that point bears North 86° 46' 51" West;

THENCE 78.48 feet along the arc of said curve, said curve having a radius of 1869.86 feet, and a central angle of 02° 24' 17", to the point of intersection with a tangent line;

THENCE North 05° 37' 30" East along said line, a distance of 300.00 feet to the point of intersection with a tangent curve to the left;

THENCE 326.91 feet along the arc of said curve, said curve having a radius of 1949.86 feet and a central angle of 09° 36' 22", to the point of intersection with a non-tangent line, a radial line to that point bears North 86° 01' 08" East;

THENCE North 87° 45' 36" East along said line, a distance of 134.24 feet;

THENCE South 53° 14' 24" East, a distance of 200.00 feet;

THENCE South 01° 45' 36" West, a distance of 389.07 feet;

THENCE South 85° 38' 10" West, a distance of 104.38 feet;

THENCE South 07° 00' 00" West, a distance of 209.17 feet;

THENCE North 84° 22' 30" West, a distance of 40.66 feet;

THENCE North 85° 39' 00" West, a distance of 152.90 feet to the POINT OF BEGINNING.

EXHIBIT "3"

FIRST AMENDMENT PROPERTY

FIRST AMENDED EXHIBIT "A"

LEGAL DESCRIPTION:

A portion of Tract "A", WHITE VIEW SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 157, at Page 18, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

COMMENCE at the Southwest corner of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida; thence North 00° 00' 00" East as a basis of bearing along the West line of said Section 22, a distance of 418.30 feet; thence South 85° 39' 00" East, a distance of 43.07 feet to the POINT OF BEGINNING of the following described parcel of land and the beginning of a curve to the right (the following three (3) courses are along the East Right-of-Way line of NW 87th Avenue), a radial line to that point bears North 86° 46' 51" West;

THENCE 78.48 feet along the arc of said curve, said curve having a radius of 1869.86 feet, and a central angle of 02° 24' 17", to the point of intersection with a tangent line;

THENCE North 05° 37' 30" East along said line, a distance of 300.00 feet to the point of intersection with a tangent curve to the left;

THENCE 326.91 feet along the arc of said curve, said curve having a radius of 1949.86 feet and a central angle of 09° 36' 22", to the point of intersection with a non-tangent line, a radial line to that point bears North 86° 01' 08" East;

THENCE North 87° 45' 36" East along said line, a distance of 134.24 feet;

THENCE South 53° 14' 24" East, a distance of 200.00 feet;

THENCE South 01° 45' 36" West, a distance of 389.07 feet;

THENCE South 85° 38' 10" West, a distance of 104.38 feet;

THENCE South 07° 00' 00" West, a distance of 209.17 feet;

THENCE North 84° 22' 30" West, a distance of 40.66 feet;

THENCE North 85° 39' 00" West, a distance of 152.90 feet to the POINT OF BEGINNING.

TOGETHER WITH:

LEGAL DESCRIPTION: TRACT A

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; SAID PARCEL CONTAINS THE FOLLOWING: ALL OF TRACTS 1, 2, 3, 6, 9, 13, 17, 20, 33 THROUGH 38 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 81, AT PAGE 38; AND ALL OF TRACTS C, E, A PORTION OF TRACT A AND TRACT D LESS THE EAST 34.02 FEET THEREOF, OF KOGER CENTER PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 108 AT PAGE 18; AND ALL OF TRACTS A, B, C AND D OF THE KOGER CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 132 AT PAGE 73 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND PORTIONS OF N.W. 52ND STREET, N.W. 53RD STREET, N.W. 53RD TERRACE, N.W. 54TH STREET, N.W. 84TH AVENUE AND N.W. 87TH AVENUE RIGHT-OF-WAY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 22, SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 87TH AVENUE AND THE WESTERLY PROLONGATION OF THE SOUTH LINE OF SAID TRACT 1; THENCE NORTH 00°04'32" EAST ALONG SAID CENTERLINE OF N.W. 87TH AVENUE FOR A DISTANCE OF 327.72 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 52ND STREET; THENCE SOUTH 88°37'50" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 942.50 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 FEET TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 84TH AVENUE; THENCE NORTH 01°22'10" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 1157.54 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 FEET TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 53RD TERRACE, THENCE NORTH 88°37'50" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 128.48 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID TRACT 20; THENCE NORTH 01°22'10" EAST ALONG SAID SOUTHERLY PROLONGATION, THE WEST LINE OF SAID TRACT 20 AND THE NORTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 378.10 FEET TO A POINT LYING ON THE CENTERLINE OF N.W. 54TH STREET; THENCE SOUTH 88°35'49" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 489.99 FEET; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 88°34'40" EAST FOR A DISTANCE OF 1322.81 FEET; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 88°34'40" EAST FOR 748.10 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID TRACT 38; THENCE SOUTH 01°21'30" WEST ALONG SAID NORTHERLY PROLONGATION, SAID EAST LINE AND SOUTHERLY PROLONGATION THEREOF TO A POINT LYING ON THE CENTERLINE OF N.W. 53RD STREET; THENCE NORTH 88°38'30" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 18.92 FEET TO THE INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF THE EAST 34.02 FEET OF SAID TRACT D; THENCE SOUTH 01°21'30" WEST ALONG SAID NORTHERLY PROLONGATION AND WEST LINE OF THE EAST 34.02 FEET OF TRACT D FOR A DISTANCE OF 312.21 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID TRACT D; THENCE NORTH 88°39'27" WEST FOR A DISTANCE OF 713.72

LEGAL DESCRIPTION: TRACT A (CONTINUED)

FEET TO THE SOUTHWEST CORNER OF SAID TRACT C OF KOGER CENTER PARK; THENCE SOUTH 00°00'17" EAST ALONG THE EAST LINE OF SAID TRACT B FOR A DISTANCE OF 859.97 FEET TO THE SOUTHEAST CORNER OF SAID TRACT C, SAID POINT ALSO BEING THE CENTER OF SAID SECTION 22; THENCE NORTH 88°37'50" WEST ALONG THE SOUTH LINE OF SAID TRACT C, TRACT D AND THE WESTERLY PROJECTION THEREOF FOR A DISTANCE OF 1322.78 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 9; THENCE SOUTH 00°03'00" WEST FOR A DISTANCE OF 683.09 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 3; THENCE NORTH 88°30'43" WEST ALONG THE SOUTH LINE OF SAID TRACTS 3, 2, 1 AND THE WESTERLY PROLONGATION THEREOF FOR A DISTANCE OF 1323.14 FEET TO THE POINT OF BEGINNING, CONTAINING 74.255 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: TRACT B

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; SAID PARCEL CONTAINS THE FOLLOWING: ALL OF TRACTS 4, 5, 7, 8, 10, 11, 12, 14, 15, 16, 18, AND 19 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 91, AT PAGE 38 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND PORTIONS OF N.W. 52ND STREET, N.W. 53RD STREET, N.W. 53RD TERRACE, N.W. 54TH STREET, N.W. 84TH AVENUE AND N.W. 87TH AVENUE RIGHT-OF-WAY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22, SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 87TH AVENUE AND THE CENTERLINE OF N.W. 54TH STREET, THENCE SOUTH 88°35'49" EAST ALONG THE SAID CENTERLINE OF N.W. 54TH STREET FOR A DISTANCE OF 852.42 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID TRACT 19; THENCE SOUTH 01°22'10" WEST ALONG SAID NORTHERLY PROLONGATION AND THE EAST LINE OF SAID TRACT 19 AND THE SOUTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 376.10 FEET TO THE INTERSECTION WITH THE CENTERLINE OF N.W. 53RD TERRACE; THENCE SOUTH 88°37'50" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 128.48 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 60.00 FEET, AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 84TH AVENUE; THENCE SOUTH 01°22'10" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 1187.54 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 FEET TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 52ND STREET; THENCE NORTH 88°37'50" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 942.80 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 87TH AVENUE; THENCE NORTH 00°04'32" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 332.62 FEET; THENCE CONTINUE ALONG SAID CENTERLINE NORTH 00°01'53" EAST FOR A DISTANCE OF 1321.96 FEET TO THE POINT OF BEGINNING, CONTAINING 37.128 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: TRACT C

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; SAID PARCEL CONTAINS THE FOLLOWING: ALL OF TRACT 39 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 91, AT PAGE 38; ALL OF TRACT E AND THE EAST 34.02 FEET OF TRACT D, KOGER CENTER PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 106, AT PAGE 15 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND PORTIONS OF N.W. 53RD STREET, N.W. 54TH STREET AND N.W. 79TH AVENUE RIGHT-OF-WAY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22 SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 79TH AVENUE AND THE EASTERLY PROLONGATION OF SAID TRACT E, THENCE NORTH 88°39'27" WEST ALONG THE SAID EASTERLY PROLONGATION OF TRACT E AND THE SOUTH LINE OF TRACT E AND D RESPECTIVELY FOR A DISTANCE OF 609.03 FEET; THENCE NORTH 01°21'30" EAST ALONG THE WEST LINE OF THE EAST 34.02 FEET OF SAID TRACT D AND ITS NORTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 312.21 TO A POINT LYING ON THE CENTERLINE OF N.W. 53RD STREET; THENCE SOUTH 88°38'30" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 18.92 FEET; THENCE NORTH 01°21'30" EAST ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF TRACT 39, THE WEST LINE THEREOF, AND THE NORTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 347.21 FEET TO A POINT LYING ON THE CENTERLINE OF N.W. 54TH STREET; THENCE SOUTH 88°34'40" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 574.16 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 79TH AVENUE; THENCE SOUTH 00°01'43" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 859.33 FEET TO THE POINT OF BEGINNING, CONTAINING 8.948 ACRES, MORE OR LESS.

EXHIBIT "4"

FIRST AMENDED EXHIBIT "B"
LIST OF PROJECT APPROVAL DOCUMENTS

- I. CITY OF DORAL ORDINANCE NOS 2006-05, 2006-18, & 2012-_____.
- II. CONCEPTUAL DEVELOPMENT PLAN.
- III. LAND DEVELOPMENT REGULATIONS IN EFFECT AS OF THE EFFECTIVE DATE.
- IV. PUD REGULATIONS (CITY OF DORAL ORDINANCE NOS. 2006-05 & 2012-_____).
- V. URBAN DESIGN GUIDELINES (PATTERN BOOK, DATED _____)

EXHIBIT "5"
FIRST AMENDED EXHIBIT "D"
IMPACT FEES FOR THE PROJECT

I. Impact Fee Provisions Applicable to the entire Proposed Program

- A. Water and Sewer: Chapter 32, Miami-Dade Code; Miami-Dade County Administrative Order No. 4-110**
- B. Miami-Dade County Roadway Impact Fee: Chapter 33E, Miami-Dade Code**
- C. Police: Chapter 33I, Miami-Dade Code (City of Doral Code)**
- D. Miami-Dade County Fire and EMS Impact Fee: Chapter 33J, Miami-Dade Code**
- E. Miami-Dade County Schools: Chapter 33K, Miami-Dade Code**
- F. City of Doral Parks and Recreation Impact Fee: City of Doral Ordinance No. 2007-12 (subject to credits for park donation).**

II. Impact Fee Provision Applicable to the Change from the Original Program to the Proposed Program (net additional square footage).

The City of Doral Roadway Improvement Impact Fee adopted pursuant to City of Doral Ordinance No. 2006-16, as amended by Ordinance No. 2008-05, shall not apply to any development of the Project within the Original Program, as follows:

Retail:	180,000 sf
Office:	865,901 sf (including redevelopment of existing square footage)
Municipal/Civic:	100,000 sf (any unused Municipal / Civic square footage may be converted to office).
Residential:	2,840 du

Any development within the Project which exceeds the development of the Original Program shall be subject to the City of Doral Roadway Improvement Impact Fee in effect as of the effective date of this First Amendment to Master Development Agreement. In other words, any development in excess of 180,000 sf of retail use (up to 33,895 of additional retail space) or 865,901 of office use (up to 644,000 sf of additional office space, excluding any Municipal / Civic square footage that is converted into office use) shall be subject to the City of Doral's Roadway Improvement Impact Fee.

In order to ensure compliance with this provision, the Developer is obligated to maintain an ongoing accounting of the square footage of development within the First Amendment Property and provide a report of the totals of the program that has been permitted and completed at the time it seeks a building permit for development of a new structure within the First Amendment Property.

EXHIBIT "6"

FIRST AMENDED EXHIBIT "E"

CALCULATION OF ESTIMATED ROADWAY IMPACT FEES
BASED ON FULL PROJECT BUILDOUT

I. Miami-Dade County Roadway Impact Fee: Since Miami-Dade County is not a party to the Master Development Agreement or this First Amendment to Master Development Agreement, the entire Project has been and will remain subject to the Miami-Dade County Road Impact Fee, as applicable and amended from time to time (subject to reductions due to demolition, credits and contributions in lieu of fees).

II. City of Doral Roadway Improvement Impact Fee: As noted above, the portion of the Proposed Program portion of the Project that is in excess of the Original Program shall be subject to the City of Doral Roadway Improvement Impact Fee. That fee is estimated to be as follows:

Uses Proposed	ITE LUC	Scale of Development	Units	Net External Daily Trip Rate	Net External Daily Trips	City Fee/Trip 190.43	Admin Fee 1.05
Ground Level Retail	814	33,895	SF	32.583	1,104	\$210,308	\$220,823
Office	710	644,00	SF	5.934	3,821	\$727,715	\$764,101
TOTAL					4,926	\$938,026	\$984,924