

FIFTH AMENDMENT
TO
PARKING GARAGE LEASE AND DEVELOPMENT AGREEMENT

This Fifth Amendment (“Fifth Amendment”) to Parking Garage Lease and Development Agreement is entered into as of this __ day of _____, 2019, by and between the CITY OF CORAL GABLES, a Florida municipal corporation (“City”) and THE PALACE MANAGEMENT GROUP, LLC, a Florida limited liability company (“Developer”).

W I T N E S S E T H:

WHEREAS, the City and Developer entered into that certain Parking Garage Lease and Development Agreement executed as of July 14, 2008 concerning the real property more particularly described in Exhibit “B” attached thereto and made a part thereof (the “Property”), as amended by that certain First Amendment to Parking Lease and Development Agreement dated as of June 12, 2009 and pursuant to extensions of time in Developer’s Schedule granted by the City Manager’s Office on April 12, 2010, as further amended by that certain Second Amendment to Parking Garage Lease and Development Agreement, dated as of March 22, 2011, as further amended by that certain Third Amendment to Parking Garage Lease and Development Agreement dated as of June 7, 2011, and as further amended by that certain Fourth Amendment to Parking Garage Lease and Development Agreement dated as of June 17, 2015 (collectively the “Agreement” or “Lease”); and

WHEREAS, the Third Amendment to Parking Garage Lease and Development Agreement required that the Developer establish a pledged escrow account (the “Pledged Account”) in favor of the project’s lender and the City to be utilized as a reserve account to pay the annual assessments of the Community Development District (“CDD”) in the event that the Developer failed to do so; and

WHEREAS, the Developer has paid all of its monetary obligations to the CDD and the City on time; and

WHEREAS, neither the City nor the lender have ever had to draw funds from the Pledged Account in the nearly eight years in which it has been in place; and

WHEREAS, the project’s lender released its right to the Pledged Account on April 27, 2017; and

WHEREAS, the City believes that it is appropriate to waive its rights to the Pledged Account; and

WHEREAS, the parties hereto wish to further amend the Lease as hereinafter provided.

NOW, THEREFORE, in consideration of the premises, and other good and valuable considerations, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. The above recitals are true and correct, and are hereby incorporated by reference.
2. Any capitalized term not otherwise described herein, shall have the meaning ascribed thereto in the Lease.
3. The first paragraph of Section C(2)(d) of Exhibit J (CDD Financing Structure) to the Lease is hereby amended to read as follows:

Developer Obligation to Maintain Escrowed Funds for Payment of CDD Assessments. Pursuant to the terms of the Project's construction/mini-perm financing, Developer is required to deposit into an account maintained with and pledged to Developer's Lender (the "Pledged Account") an amount approximately equal to three (3) times the maximum annual debt service under the CDD Bonds (the "Pledged Amount") to be used solely for the payment of special assessment levied by the CDD ("CDD Assessments"). Once the Developer's Lender has agreed to release its lien on the Pledged Account, Developer agrees that it will maintain the Pledged Amount (including replenishing it by the Developer from time to time should it fall below the original Pledged Amount) in an escrow account to be held by an escrow agent approved by the Developer and the City solely for the payment of CDD Assessments (the "City Escrow Account") until the later to occur of any of the following: (A) July 30, 2019; (B) a date which is six (6) years after the issuance of the final certificate of occupancy for the Project; or (C) when the Residential Building has achieved 90% occupancy for a period of two (2) consecutive years, (the "Escrow Period"); and upon expiration of the Escrow Period, the balance of the Pledged Amount held in escrow will then be returned to the Developer.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Developer has executed this Fifth Amendment as of the date and year first above written.

ATTEST:

By: _____

Name: _____

By: _____

Name: _____

DEVELOPER:

THE PALACE MANAGEMENT
GROUP, LLC, a Florida limited
liability company

By: _____

Name: Jacob Shaham

Title: Manager

IN WITNESS WHEREOF, the City has executed this Fifth Amendment as of the date and year first above written.

By authority of Resolution No. _____
duly passed and adopted by the Coral Gables
City Commission on _____.

ATTEST:

By: _____
Name: Billy Urquia
Title: City Clerk

CITY:

CITY OF CORAL GABLES,
a Florida municipal corporation

By: _____
Name: Peter Iglesias
Title: City Manager

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____
Miriam Soler Ramos, City Attorney
Cristina M. Suárez, Deputy City Attorney
Stephanie Throckmorton, Assistant City Attorney
Gustavo J. Ceballos, Assistant City Attorney