

**FIFTH AMENDMENT TO OFFICE LEASE BETWEEN  
338 MINORCA LAW CENTER, LLC AND THE CITY OF CORAL GABLES**

THIS FIFTH AMENDMENT TO OFFICE LEASE (“Amendment”) BETWEEN 338 MINORCA LAW CENTER, LLC (the “Landlord”) and the CITY OF CORAL GABLES, FLORIDA (the “City” or “Tenant”) is made and entered into as of the 27 day of SEP, 2024 (the “Effective Date”).

**WITNESSETH:**

**WHEREAS**, Landlord and -Tenant entered into an Office Lease dated April 23, 2021 (the “Lease”) for the lease of certain office space in the building located at 338 Minorca Avenue, Coral Gables, Florida 33134;

**WHEREAS**, Landlord and Tenant amended the Lease April 11, 2022, extending the Term of the Agreement for one additional year and allowed for early termination after January 1, 2023, by providing sixty (60) days written notice; and

**WHEREAS**, Landlord and Tenant agreed to a three percent (3%) increase in the Base Rent which amounted to an additional \$66.00 per month, such that the monthly rent during the extension of the Term was \$2,266.00 per month; and

**WHEREAS**, Landlord and Tenant amended the Lease February 27, 2023, extending the Term of the Agreement for an additional three-month term which allowed for early termination by providing sixty (60) days written notice with the monthly rent remaining at \$2,266.00 per month; and

**WHEREAS**, Landlord and Tenant amended the Lease July 17, 2023, extending the Term of the Agreement for an additional five-month term which allowed for early termination by providing sixty (60) days written notice with the monthly rent remaining at \$2,266.00 per month; and

**WHEREAS**, Landlord and Tenant amended the Lease November 29, 2023, extending the Term of the Agreement for an additional twelve-month term until December 31, 2024, which allowed for early termination by providing sixty (60) days written notice to the Landlord. Landlord and Tenant agreed that the monthly rent during the twelve-month extension would be at \$2,750.00 per month; and

**WHEREAS**, *Tenant has requested and Landlord has agreed to extend the Term for an additional twelve (12) months until December 31, 2025, allowing for early termination by the Tenant providing a sixty (60) day written notice to the Landlord. with the monthly rent during the extension remaining at \$2,750.00 per month.*

**NOW, THEREFORE**, for and in consideration of the mutual promises, and for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, paid by the parties hereto to one another; the receipt and sufficiency of which are acknowledged by the parties hereto, the parties for themselves and their successors and assigns hereto hereby covenant and 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. **Defined Terms.** All capitalized terms not defined in this Amendment shall have the same meanings as set forth in the Lease. All references in the Lease and herein to the term "Lease" shall mean the Lease as amended by this Amendment.

3. **Term of the Lease.** Landlord and Tenant acknowledge and agree that the Term of the Lease, as referenced under Section 2.1 of the Lease, is hereby extended for an additional twelve (12) months, commencing on January 1, 2025 (the "Extension Commencement Date") and terminating on December 31, 2025 (the "Termination Date"), unless otherwise terminated or extended as provided in the Lease or this Amendment. Either party shall have the right to terminate this Lease ("Termination Right") at any time after January 1, 2025 ("Early Termination Date"), so long as it delivers to the other party a written notice ("Termination Notice"), of its election to exercise its Termination Right no less than sixty (60) days in advance of the Early Termination Date. Upon either party timely and properly exercising its Termination Right, Tenant shall vacate the Premises and deliver possession to Landlord in the condition required by the Terms of this Lease on or before the Early Termination Date and Tenant shall have no further obligations under this Lease with respect to the Premises except for those accruing prior to the Early Termination Date, and those which, pursuant to the terms of the Lease, survive the expiration or early termination of this Lease with respect to the Premises.

4. **Ratification.** Except as modified by this Amendment, all of the terms, covenants and conditions of the Lease are confirmed and approved and shall remain in full force and effect.

5. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. This Amendment may be executed by each party upon a separate copy, and one or more execution pages may be detached from one copy of this Amendment and attached to another copy in order to form one or more counterparts. Signature pages exchanged by facsimile or electronic transmission shall be fully binding.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties below have caused this Amendment to Lease Agreement to be executed under seal as of the date and year first above written.

ATTEST/WITNESS:

By: 


Name: Kimberly Izaguirre

By: 

Name: Maria M. Howard

**LANDLORD:**

**338 MINORCA LAW CENTER, LLC, a  
Florida limited liability company**

By:   
Alfredo Izaguirre  
Manager

**TENANT:**

**CITY OF CORAL GABLES, a  
municipal corporation of the State of Florida**

By: \_\_\_\_\_  
Amos Rojas, Jr.  
City Manager

Approved as to form and legal sufficiency  
By: \_\_\_\_\_  
Cristina M. Suárez  
City Attorney

ATTEST:

By: \_\_\_\_\_  
Billy Y. Urquia  
City Clerk