

# Memorandum



**Date:** March 18, 2008

Agenda Item No. 14(A)(5)

**To:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**From:** George M. Burgess  
County Manager

**Subject:** Resolution Approving the Program Assumption Agreement and Transition Plan with the Miami Dade Empowerment Trust

The following substitute item differs from the original in the following manner:

1. Clarifies that part of the Empowerment Zone is in Commission District 5;
2. Updates the Fiscal Impact section to detail how costs associated with the PAA will be covered;
3. Corrects that there are two parcels, not one, associated with the St. Agnes ground lease;
4. Includes language that the loan portfolios attached to the PAA as "Part 4: Program Portfolios" will be updated prior to final approval by the BCC;
5. Includes the 14 folio numbers and property descriptions for the quit claim deed in Exhibit A to the Resolution; and
6. Includes Schedule 3 to the PAA.

## Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the Program Assumption Agreement (the "PAA") with the Miami Dade Empowerment Trust, Inc. (MDET) which: 1) provides for the transfer of certain real and personal property, loan portfolios and assets to the County; 2) accepts all real and personal property conveyed, transferred or returned to the County; 3) provides for the termination of the Poinciana Conveyance Procedures Agreement which appointed MDET as Master Developer of the Poinciana Industrial Center (PIC) and reversion of the PIC lots; 4) assumes certain expressly delineated liabilities of MDET; and 5) provides for the County to release and indemnify MDET officers and directors against all known claims or damages and any claims or damages that may arise as a result of their services to MDET which are not covered by MDET's liability insurance.

## Scope

The Empowerment Zone covers specific census tracts in the following ten neighborhoods 1) Central Business District/Seaport; 2) Airport; 3) Melrose; 4) Allapattah/Civic Center; 5) Overtown; 6) East Little Havana; 7) Wynwood; 8) Liberty City/Model City; 9) Homestead; and 10) Florida City. In addition, the Empowerment Zone covers three developable sites: 1) Opa Locka airport (a 902-acre site); 2) Northside/Poinciana Industrial Center (a 259-acre site) and 3) Homestead/Florida City (a 621-acre site). These areas are located in Commission Districts 1, 2, 3, 5, 8, and 9.

The PAA provides that certain specifically delineated assets of MDET, including real property currently owned by MDET, be transferred or returned to the County. Included in the real property being transferred or returned to the County are the ten infill parcels and 14 parcels in the PIC which are all located in Commission District 2, the St. Agnes property land lease related to two parcels located in Commission District 3, and two additional infill lots located in Melrose (Commission District 2).

## Fiscal Impact/Funding Source

All costs associated with the implementation of the PAA will be covered by what are termed in the PAA as Retained Funds. These funds are comprised of income that MDET earned as a real estate developer, and federal program income which can only be used to pay for eligible costs under the program rules which govern the Empowerment Zone program.

However, should any future claims be made against the MDET, which are covered by the County's agreement to indemnify MDET and not otherwise covered by the insurance policy to be maintained by MDET, the County will be impacted.

### **Track Record/Monitor**

The Office of Community and Economic Development (OCED) will provide oversight for the implementation of the terms outlined in the PAA. OCED has more than a 30-year track record managing the County's federal entitlement, Community Development Block Grant (CDBG) program and is already familiar with many of the Empowerment Zone neighborhoods.

### **Background**

In 1999, the BCC approved a Memorandum of Understanding (MOU) between the County and MDET that delegated authority to the MDET to govern, direct, and implement the Empowerment Zone Strategic Plan. However, the County remained as, and still is, the lead entity of all Empowerment Zone grant funds. The Empowerment Zones are designated priority areas within Miami Dade County qualifying for certain federal and local incentives.

In keeping with the five key goals of the strategic plan: 1) jobs and pathways, 2) building in the zone, 3) growing new business, 4) people and places, and 5) wired-information technology in the Zone, MDET has undertaken several initiatives over the past eight years. MDET has developed affordable housing, implemented various loan programs including a venture capital investment fund and supported training programs for zone residents.

On July 10, 2007, the County terminated the MOU with MDET. In order to continue with the Empowerment Zone designation through December 2009, a proposed Ordinance is pending approval by the BCC to designate OCED as the management and implementation arm of the Miami Dade County EZ.

The attached PAA is the document that governs the transition from MDET to OCED. The two remaining MDET employees will work with OCED staff in a cooperative manner on behalf of MDET during the six month transition period. They will assist in the completion of the pending financial audits and upcoming reviews by the US Department of Housing and Urban Development (US HUD). It is anticipated that the County will complete the transition with MDET within six months of executing the PAA.

### **Assets**

The PAA will transfer certain assets of MDET to the County, which include but are not limited to:

1. Ten Infill lots previously deeded to the Trust for development will be transferred to the County's Infill Program and subject to the Infill Housing Initiative affordable housing restrictions which require that all homes sold remain affordable for a minimum 20 years;
2. Fourteen PIC parcels previously deeded to the Trust will now revert back to OCED;
3. The St. Agnes ground lease which involves two parcel;
4. Furniture, fixtures and equipment (all tangible personal property) subject to the landlord's lien;
5. Proprietary Software;
6. Loan portfolios which will be assigned to the County;
7. Any and all bank/investment accounts, etc, except those amounts retained by MDET to pay certain allowable expenses during transition period;
8. Accounts receivable, all funding/grant commitments, collection agreements and any other real property; and
9. All records, files, databases, etc.

Note that the loan portfolios attached to the PAA as "Part 4: Program Portfolios" will be updated prior to final approval by Board.

### **Liabilities**

With respect to the liabilities of MDET, the County is assuming liabilities related to assets including leases and contracts, including two contracts with a law firm/collection agency that provides collection services for the loan portfolio. OCED wishes to retain the collection services of this firm. The PAA will allow this firm to be retained. The County is not assuming any liabilities related to the early termination of the office lease for the space which MDET currently occupies and which lease expires in 2011. Any funds associated with the termination of the lease will be paid by MDET from funds retained by MDET for such purposes. There are no unfunded loan commitments.

MDET has earned certain income as a real estate developer that will be coupled with earned federal program income to comprise what has been termed Retained Funds. The federal program income may only be used to pay for eligible costs under the program rules which govern the Empowerment Zone program. MDET will pay the following items with both federal and earned income, as appropriate: 1) pay for transitional contractors as they assist OCED in program transition matters for no more than six months; 2) pay the insurance premiums which provides for liability insurance for actions taken by officers, directors and staff of MDET in their official capacity which insurance has an aggregate limit of \$3 million; 3) cover obligations for outstanding vendor/grant commitments; 4) pay the costs associated with the termination of MDET's office lease agreement; and 5) pay for any other appropriate business obligations of MDET. MDET has committed to satisfy these obligations upon the execution of the PAA. Any funds remaining after the payment of these business expenses will be transferred to the County.

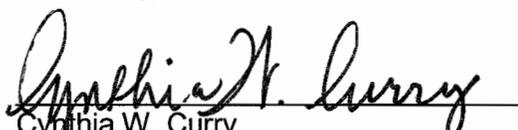
### **Indemnification**

Pursuant to the terms of the PAA and attached Resolution, the County has agreed to release and indemnify the current directors and officers of MDET against all claims that may arise as a result of their services to the MDET and which are not covered by MDET's liability insurance referenced above. While the County has always been ultimately responsible to USHUD for the use of all federal Empowerment Zone funds, this indemnification extends beyond the use of those federal dollars and indemnifies MDET directors and officers for all actions taken by them related to their administration of MDET. In exchange for the County's agreement to indemnify, MDET will transfer property and monies that they otherwise might not have an obligation to transfer.

### **Poinciana Lots**

The PIC is comprised of approximately 30-acres in Liberty City. Through Resolution R-570-01, MDET was named Master Developer of the PIC and the County deeded 14.5 (14 parcels) acres to MDET. The County still owns the remaining 15.5 acres. The County deeded 14 lots to the Trust pursuant to the terms of the Conveyance Procedures Agreement for Poinciana Industrial Center. The Conveyance Procedures Agreement for Poinciana Industrial Center is being terminated pursuant to the terms of the PAA. The Conveyance Procedures Agreement for Poinciana Industrial Center provides the County with a reversionary interest in the Poinciana lots in the event the Conveyance Procedures Agreement for Poinciana Industrial Center is terminated. Thus, the Trust is returning the Poinciana lots to the County and assisting the County in effectuating its right of reentry. The Trust as Master Developer entered into a long-term lease agreement with Poinciana Partners, LLP. The tenant encumbered the lease with a mortgage that has an outstanding balance and is currently in foreclosure.

Attachments

  
Cynthia W. Curry  
Senior Advisor to the County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**DATE:** March 18, 2008

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 14(A)(5)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved \_\_\_\_\_ Mayor

Agenda Item No. 14(A)(5)  
03-18-08

Veto \_\_\_\_\_

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING THE PROGRAM ASSUMPTION AGREEMENT WITH THE MIAMI DADE EMPOWERMENT TRUST, WHICH AMONG OTHER MATTERS, PROVIDES FOR RETURN OR THE TRANSFER OF CERTAIN PROPERTY AND ASSETS TO THE COUNTY AND ASSIGNMENT BY THE TRUST AND ASSUMPTION BY THE COUNTY OF CERTAIN CONTRACTS AND LEASES, PROVIDES FOR THE TERMINATION OF THE POINCIANA CONVEYANCE PROCEDURES AGREEMENT WHICH APPOINTED THE TRUST AS MASTER DEVELOPER OF THE POINCIANA INDUSTRIAL CENTER; ACCEPTING CERTAIN REAL AND PERSONAL PROPERTY RETURNED, CONVEYED OR TRANSFERRED TO THE COUNTY BY THE TRUST AND ACCEPTING CERTAIN AGREEMENTS; AUTHORIZING THE MAYOR TO TAKE ANY AND ALL NECESSARY RELATED ACTIONS TO EFFECTUATE THE INTENT OF THIS PROGRAM ASSUMPTION AGREEMENT; AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE PROGRAM ASSUMPTION AGREEMENT AND RELATED AGREEMENTS

**WHEREAS**, the Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA :**

**Section 1.** The Program Assumption Agreement and Transition Plan (the "PAA") between Miami-Dade County and the Miami Dade Empowerment Trust attached hereto is approved in substantially the form attached hereto, subject to approval for legal form and sufficiency by the County Attorney's Office.

**Section 2.** The Mayor or his designee is authorized to execute the PAA on behalf of Miami-Dade County. The Mayor is also expressly authorized to execute any agreements

necessary to effectuate the Assumption Agreement, including, but not limited to, any assignment or assumption documents.

**Section 3.** Accepts all real property to be conveyed by the Trust to the County by quit claim deeds attached hereto as Exhibit A and accepts tangible personal property to be accepted by the Mayor or his designee, on behalf of the County.

**Section 4.** This Board authorizes the assumption of all agreements of the Trust set forth in the schedules to the PAA.

**Section 5.** The Mayor or his designee is hereby authorized to execute: a) all assumed contracts b) any necessary termination agreements c) and all other agreements and documents necessary to effect the intent of this assumption agreement following approval of the form of such documents by the County Attorney's Office.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

|                                    |                    |
|------------------------------------|--------------------|
| Bruno A. Barreiro, Chairman        |                    |
| Barbara J. Jordan, Vice-Chairwoman |                    |
| Jose "Pepe" Diaz                   | Audrey M. Edmonson |
| Carlos A. Gimenez                  | Sally A. Heyman    |
| Joe A. Martinez                    | Dennis C. Moss     |
| Dorin D. Rolle                     | Natacha Seijas     |
| Katy Sorenson                      | Rebeca Sosa        |
| Sen. Javier D. Souto               |                    |

The Chairperson thereupon declared the resolution duly passed and adopted this 18<sup>th</sup> day of March, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Shannon D. Summerset

**Exhibit A**

To the Resolution Approving the Program Assumption Agreement  
and Transition Plan with the Miami-Dade Empowerment Trust

Instrument Prepared by and Return To:

Elva R. Marin

Miami-Dade County

GSA Real Estate

111 NW 1 Street, Suite 2460

Miami, Florida 33128-1994

Folio Nos: See Attached "Exhibit A"

## **QUIT CLAIM DEED**

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **MIAMI-DADE EMPOWERMENT TRUST, INC.** a Florida not for profit corporation, (hereinafter "MDET"), whose address is 3050 Biscayne Boulevard, Suite 300, Miami, Florida 33137 and **MIAMI-DADE COUNTY**, a Political Subdivision of the State of Florida, (hereinafter "County"), whose address is GSA, 111 N.W. 1st Street Suite 2460, Miami, Florida, 33128-1994.

### **WITNESSETH:**

That the MDET, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the County, receipt whereof is hereby acknowledged, and for other and further good and valuable considerations, does hereby release and forever quit claim unto the County, and its successors in interest, all the right, title, interest, claim or demand of MDET, in and to the following described land (the "Property"), situate, lying and being in Miami-Dade County, State of Florida, to-wit:

### ***As legally described in "Exhibit A" attached hereto and made a part hereof***

The Property was conveyed to MDET by the County by virtue of a deed dated May 4, 2005 and recorded in Book 23342 Page 4768 of the public records of Miami-Dade County. Said deed was made pursuant to a Conveyance Procedures Agreement for Poinciana Industrial Center (the "Conveyance Procedures Agreement") between MDET and the County and dated \_\_\_\_\_. The Conveyance Procedures Agreement provided that in the event of its termination the County shall have the right to re-enter and take possession of the Property. The Conveyance Procedures Agreement has been terminated and the Trust acknowledges and agrees that pursuant to the terms of the Conveyance Procedures Agreement, the Trust, by execution of this quit claim deed, is hereby effectuating the re-entry of the County to takeback ownership and possession of the Property.

**IN WITNESS WHEREOF**, MDET, has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, Sealed, Attested and  
delivered in our presence:

Miami-Dade Empowerment Trust, Inc.  
A Florida not for profit corporation

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Aundra Wallace, President

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA        }

COUNTY OF MIAMI-DADE }

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared and personally known to me or proven by producing the following identification \_\_\_\_\_, Aundra Wallace, the President, of Miami-Dade Empowerment Trust, Inc, a Florida not for profit corporation, under the laws of the State of Florida, and in whose name the foregoing instrument is executed and that said officers severally acknowledged before me that they executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed: Notary Name

NOTARY SEAL / STAMP

Notary Public, State of Florida

My commission expires: \_\_\_\_\_

Commission/Serial No: \_\_\_\_\_

Acceptance of this land was authorized by Resolution No. \_\_\_\_\_ passed by the Board of County Commissioners of Miami-Dade County, Florida on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST: **HARVEY RUVIN,**  
Clerk of said Board

By: \_\_\_\_\_ Deputy Clerk

**"EXHIBIT A"**

|   |   |
|---|---|
| Folio#<br>Property Address<br>Legal Description | 30-3110-074-0020<br>2358 NW 77th Terrace<br>TRACT B, POINCIANA INDUSTRIAL CENTER EAST,<br>ACCORDING TO THE PLAT THEREOF, AS RECORDED IN<br>PLAT BOOK 159, PAGE 24 OF THE PUBLIC RECORDS OF<br>MIAMI-DADE COUNTY, FLORIDA. |
| Folio#<br>Property Address<br>Legal Description | 30-3110-074-0030<br>7527 NW 24th Avenue<br>TRACT C, POINCIANA INDUSTRIAL CENTER EAST,<br>ACCORDING TO THE PLAT THEREOF, AS RECORDED IN<br>PLAT BOOK 159, PAGE 24 OF THE PUBLIC RECORDS OF<br>MIAMI-DADE COUNTY, FLORIDA.  |
| Folio#<br>Property Address<br>Legal Description | 30-3110-074-0010<br>7610 NW 23rd Avenue<br>TRACT A, POINCIANA INDUSTRIAL CENTER EAST,<br>ACCORDING TO THE PLAT THEREOF, AS RECORDED IN<br>PLAT BOOK 159, PAGE 24 OF THE PUBLIC RECORDS OF<br>MIAMI-DADE COUNTY, FLORIDA.  |
| Folio#<br>Property Address<br>Legal Description | 30-3110-074-0040<br><br>TRACT D, POINCIANA INDUSTRIAL CENTER EAST,<br>ACCORDING TO THE PLAT THEREOF, AS RECORDED IN<br>PLAT BOOK 159, PAGE 24 OF THE PUBLIC RECORDS OF<br>MIAMI-DADE COUNTY, FLORIDA.                     |
| Folio#<br>Property Address<br>Legal Description | 30-3110-074-0050<br><br>TRACT E, POINCIANA INDUSTRIAL CENTER EAST,<br>ACCORDING TO THE PLAT THEREOF, AS RECORDED IN<br>PLAT BOOK 159, PAGE 24 OF THE PUBLIC RECORDS OF<br>MIAMI-DADE COUNTY, FLORIDA.                     |
| Folio#<br>Property Address<br>Legal Description | 30-3110-074-0060<br><br>TRACT F, POINCIANA INDUSTRIAL CENTER EAST,<br>ACCORDING TO THE PLAT THEREOF, AS RECORDED IN<br>PLAT BOOK 159, PAGE 24 OF THE PUBLIC RECORDS OF<br>MIAMI-DADE COUNTY, FLORIDA.                     |
|   |   |

|  |  |
|--|--|
| <p>Folio#<br/>Property Address<br/>Legal Description</p> | <p>30-3110-057-1990<br/>2280 NW 79th Street<br/>THE WEST 250.80 FEET OF TRACT 25, REVISED PLAT OF WEST LITTLE RIVER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, PAGE 19 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.</p>  |
| <p>Folio#<br/>Property Address<br/>Legal Description</p> | <p>30-3110-057-1970<br/>2228 NW 79th Street<br/>THE WEST 145.00 FEET OF THE EAST 345.00 FEET OF TRACT 25, REVISED PLAT OF WEST LITTLE RIVER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, PAGE 19 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.</p>  |
| <p>Folio#<br/>Property Address<br/>Legal Description</p> | <p>30-3110-057-1940<br/>2390 NW 79th Street<br/>TRACT 24, LESS THE EAST 185.40 FEET, LESS THE WEST 25.00 FEET OF THE EAST 210.40 FEET OF THE SOUTH 70.00 FEET AND LESS THE EAST 50.00 FEET OF THE WEST 360.56 FEET OF THE SOUTH 70.00 FEET, REVISED PLAT OF WEST LITTLE RIVER, ACCORDING TO THE PLAT THEREOF, PLAT BOOK 34, PAGE 19 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.</p>   |
| <p>Folio#<br/>Property Address<br/>Legal Description</p> | <p>30-3110-057-1950<br/><br/>West 25.00 feet of the East 210.40 feet of the South 70.00 feet and the East 50.00 feet of the West 360.56 feet of the South 70.00 feet of Tract 24, REVISED PLAT OF WEST LITTLE RIVER, according to the Plat thereof, as recorded in Plat Book 34, Page 19, Public Records Miami-Dade County, Florida.<br/><br/>TOGETHER WITH:<br/><br/>Lot 40, and an Unnumbered Lot between Lots 38 and 40, Block 24, WEST LITTLE RIVER, according to the Plat thereof, as recorded in Plat Book 14, Page 75, Public Records Miami-Dade County, Florida.</p> |
|  |  |

|                   |  |
|-------------------|--|
| Folio #           | 30-3110-074-0070   |
| Property Address  | Vacant   |
| Legal Description | TRACT G, POINCIANA INDUSTRIAL CENTER EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 24 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.           |
| Folio #           | 30-3110-058-0081   |
| Property Address  |  |
| Legal Description | THE NORTH 104.00 FEET OF LOT 8, DAVE MAR PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 59, PAGE 1 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.            |
| Folio #           | 30-3110-053-1150   |
| Property Address  | 2398 NW 78 <sup>TH</sup> Street  |
| Legal Description | THE WEST 30 FEET OF LOT 15, BLOCK 30, WEST LITTLE RIVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGE 75 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. |
| Folio #           | 30-3110-053-1160   |
| Property Address  |  |
| Legal Description | THE WEST 30 FEET OF LOT 16, BLOCK 30, WEST LITTLE RIVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGE 75 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. |

Instrument Prepared by and Return To:  
Elva R. Marin  
Miami-Dade County  
GSA Real Estate  
111 NW 1 Street, Suite 2460  
Miami, Florida 33128-1994

Folio Number: See Attached "Exhibit A"

## QUIT CLAIM DEED

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **MIAMI-DADE EMPOWERMENT TRUST, INC.** a Florida not for profit corporation, party of the first part, whose address is 3050 Biscayne Boulevard, Suite 300, Miami, Florida 33137 and **MIAMI-DADE COUNTY**, a Political Subdivision of the State of Florida, party of the second part, whose address is GSA, 111 N.W. 1st Street Suite 2460, Miami, Florida, 33128-1994.

### WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, and for other and further good and valuable considerations, does hereby release and forever quit claim unto the party of the second part, and its successors in interest, all the right, title, interest, claim or demand of the party of the first part, in and to the following described land, situate, lying and being in Miami-Dade County, State of Florida, to-wit:

***As legally described in "Exhibit A" attached hereto and made a part hereof***

IN WITNESS WHEREOF, the said party of the first part, has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, Sealed, Attested and  
delivered in our presence:

Miami-Dade Empowerment Trust, Inc.  
A Florida not for profit corporation

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Aundra Wallace, President

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA }

COUNTY OF MIAMI-DADE }

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared and personally known to me or proven by producing the following identification \_\_\_\_\_, Aundra Wallace, the President, of Miami-Dade Empowerment Trust, Inc, a Florida not for profit corporation, under the laws of the State of Florida, and in whose name the foregoing instrument is executed and that said officers severally acknowledged before me that they executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed: Notary Name

NOTARY SEAL / STAMP

Notary Public, State of Florida

My commission expires: \_\_\_\_\_

Commission/Serial No: \_\_\_\_\_

Acceptance of this land was authorized by Resolution No. \_\_\_\_\_ passed by the Board of County Commissioners of Miami-Dade County, Florida on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: HARVEY RUVIN,  
Clerk of said Board

By: \_\_\_\_\_ Deputy Clerk

**"Exhibit A"**

**LEGAL DESCRIPTION**

- 1) Folio# 30-2135-022-0170  
W150FT OF N50FT OF S350FT OF TRACT 10 AS MEASURED FROM C/L OF 111ST  
AVACADO GROVE PB 1-2, SECTION 35, TOWNSHIP 52 SOUTH, RANGE 41 EAST.  
LOT SIZE 50X150
- 2) Folio# 30-3110-028-0670  
S75FT OF E100FT OF BLOCK 14, PARA VILLA HEIGHTS LESS RR, PB 3-106 SECTION 10,  
TOWNSHIP 53, RANGE 41.  
LOT SIZE 75X100
- 3) Folio# 30-3110-057-0170  
W80FT OF E212FT OF N1/2 OF TRACT 3, WEST LITTLE RIVER REV PB 34-19  
SECTION 10, TOWNSHIP 53 SOUTH, RANGE 41 EAST., .17 ACRE.  
LOT SIZE 80 X 89
- 4) Folio# 30-3111-003-0030  
LOT 2-A, BLOCK 1, W LITTLE RIVER ANNEX PB 40-74, SECTION 11,  
TOWNSHIP 53, RANGE 41.  
LOT SIZE 75 X 89
- 5) Folio# 30-3111-012-0050  
LOT 10, ROSE PARK FIRST ADD PB 15-31, SECTION 11  
TOWNSHIP 53 SOUTH, RANGE 41.  
LOT SIZE 50 X 85.
- 6) Folio# 30-3111-040-0080  
LOT 2, BLOCK 2, GLADESIDE PARK, AMENDED PB 26-711/2, SECTION 11  
TOWNSHIP 53, RANGE 41.  
LOT SIZE 44.000 X 100
- 7) Folio# 30-3111-050-0123  
LOTS 4&5, BLOCK 2, GLADYS PARK, PB 22-19, SECTION 11, TOWNSHIP 53,  
RANGE 41.  
LOT SIZE 54.00 X 109.00
- 8) Folio# 30-3115-005-0550  
LOT 11, BLOCK 3, LIBERTY CITY PB 7-79, SECTION 15, TOWNSHIP 53, RANGE 41  
LOT SIZE. 40.000 X 100.
- 9) Folio# 30-3115-017-0410  
S65 FT OF E100FT, BLOCK 18, PARA VILLA HEIGHTS PB 3-106, SECTION 15  
LOT SIZE 65.000 X 100
- 10) Folio# 30-3115-036-0130  
LOTS 2&3, BLOCK 2, NORTHWEST HIGHLANDS PB 22-33, SECTION 15,  
TOWNSHIP 53, RANGE 41.  
LOT SIZE 80.000 X 108.

Instrument Prepared by and Return To:  
Elva R. Marin  
Miami-Dade County  
GSA Real Estate  
111 NW 1 Street, Suite 2460  
Miami, Florida 33128-1994

Folio Numbers: 01-3136-065-0030  
01-3136-065-0070

## QUIT CLAIM DEED

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **MIAMI-DADE EMPOWERMENT TRUST, INC.**, a Florida not for profit corporation, party of the first part, whose address is 3050 Biscayne Boulevard, Suite 300, Miami, Florida 33137 and **MIAMI-DADE COUNTY**, a Political Subdivision of the State of Florida, party of the second part, whose address is GSA, 111 N.W. 1st Street Suite 2460, Miami, Florida, 33128-1994.

### WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, and for other and further good and valuable considerations, does hereby release and forever quit claim unto the party of the second part, and its successors in interest, all the right, title, interest, claim or demand of the party of the first part, in and to the following described land, situate, lying and being in Miami-Dade County, State of Florida, to-wit:

Folio# 01-3136-065-0030

Tract 13 of TOWNPARK SUB Section 5, Township 53 South, Range 41 East, Section 36, as recorded in Plat Book 91, Page 10, of the Public Records of Miami-Dade County.

Folio# 01-3136-065-0070

Tract 17 of TOWNPARK SUB Section 5, Township 53 South, Range 41 East, Section 36, as recorded in Plat Book 91, Page 10, of the Public Records of Miami-Dade County.

**IN WITNESS WHEREOF**, the said party of the first part, has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, Sealed, Attested and  
delivered in our presence:

Miami-Dade Empowerment Trust, Inc.  
A Florida not for profit corporation

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Aundra Wallace, President

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA }

COUNTY OF MIAMI-DADE }

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared and personally known to me or proven by producing the following identification \_\_\_\_\_, Aundra Wallace, the President, of Miami-Dade Empowerment Trust, Inc, a Florida not for profit corporation, under the laws of the State of Florida, and in whose name the foregoing instrument is executed and that said officers severally acknowledged before me that they executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed: Notary Name

NOTARY SEAL / STAMP

Notary Public, State of Florida

My commission expires: \_\_\_\_\_

Commission/Serial No: \_\_\_\_\_

Acceptance of this land was authorized by Resolution No. \_\_\_\_\_ passed by the Board of County Commissioners of Miami-Dade County, Florida on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: HARVEY RUVIN,  
Clerk of said Board

By: \_\_\_\_\_ Deputy Clerk

Instrument Prepared by and Return To:  
Elva R. Marin  
Miami-Dade County  
GSA Real Estate  
111 NW 1 Street, Suite 2460  
Miami, Florida 33128-1994

Folio Number: 30-3128-011-1060  
30-3128-011-2240

## QUIT CLAIM DEED

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **MIAMI-DADE EMPOWERMENT TRUST, INC.** a Florida not for profit corporation, party of the first part, whose address is 3050 Biscayne Boulevard, Suite 300, Miami, Florida 33137 and **MIAMI-DADE COUNTY**, a Political Subdivision of the State of Florida, party of the second part, whose address is GSA, 111 N.W. 1st Street Suite 2460, Miami, Florida, 33128-1994.

### WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, and for other and further good and valuable considerations, does hereby release and forever quit claim unto the party of the second part, and its successors in interest, all the right, title, interest, claim or demand of the party of the first part, in and to the following described land, situate, lying and being in Miami-Dade County, State of Florida, to-wit:

Folio# 30-3128-011-2240  
MELROSE HGTS 3<sup>RD</sup> SEC PB 13-18 LOT 14 BLK 31  
LOT SIZE 50.00 x 138

Folio# 30-3128-011-1060  
MELROSE HEIGHTS 3<sup>RD</sup> SEC PB 13-18 PARCEL 07-36-01 A/K/A LOT 2 BLK 24  
LOT SIZE 50.000 X 135

IN WITNESS WHEREOF, the said party of the first part, has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, Sealed, Attested and  
delivered in our presence:

Miami-Dade Empowerment Trust, Inc.  
A Florida not for profit corporation

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Aundra Wallace, President

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA }

COUNTY OF MIAMI-DADE }

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared and personally known to me or proven by producing the following identification \_\_\_\_\_, Aundra Wallace, the President, of Miami-Dade Empowerment Trust, Inc, a Florida not for profit corporation, under the laws of the State of Florida, and in whose name the foregoing instrument is executed and that said officers severally acknowledged before me that they executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed: Notary Name

NOTARY SEAL / STAMP

Notary Public, State of Florida

My commission expires: \_\_\_\_\_

Commission/Serial No: \_\_\_\_\_

Acceptance of this land was authorized by Resolution No. \_\_\_\_\_ passed by the Board of County Commissioners of Miami-Dade County, Florida on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: HARVEY RUVIN,  
Clerk of said Board

By: \_\_\_\_\_ Deputy Clerk

## PROGRAM ASSUMPTION AGREEMENT AND TRANSITION PLAN

This Program Assumption Agreement and Transition Plan (this "Agreement") is made this \_\_\_\_ day of March, 2008 (the "Effective Date") by and between the Miami Dade Empowerment Trust, Inc., a Florida non-profit corporation (hereinafter the "Trust") and Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as the "County") with reference to the following background facts.

### **Background Facts:**

The Trust was established in February 1999 in order to implement the Miami-Dade Empowerment Zone Strategic Plan (the "Strategic Plan"). In order to implement the Strategic Plan, the County and the Trust entered into a Memorandum of Understanding dated August 9, 1999 (the "MOU") for the management and implementation of the Strategic Plan. As a result of the loss of federal funding, the implementation of the Strategic Plan has been impaired. In response, the County terminated the MOU and the Trust and the County have mutually determined to transition certain programs, assets and liabilities from the Trust to the County.

The purpose of this Agreement is to establish the framework for the transition of certain assets and liabilities of the Trust to the County and for the transition of certain programs heretofore operated by the Trust to the County. The County recognizes and commends the Trust and its board members and staff for their efforts in implementing the Strategic Plan.

### **Recital of Consideration**

In consideration of the mutual covenants herein set forth, the parties hereto agree to the terms of this Agreement.

### **Agreement:**

- 1) Accuracy of Recitals. The foregoing background facts are true and correct and hereby made a part of this Agreement.
- 2) Transfer of Ownership of Assets. On the Effective Date, by execution of appropriate deeds, assignments and other instruments of conveyance approved by the County, the Trust shall assign, return, transfer, convey and deliver to the County and the County shall accept from the Trust, all of the Trust's rights, obligations, interests and liabilities relating to all of the assets of the Trust, excluding however, (i) bank accounts, escrow accounts and other similar accounts holding the Retained Funds described in Paragraph 9 of this Agreement; (ii) the Retained Funds described in Paragraph 9 of this Agreement; and (iii) any equity interests held by the Trust which are addressed in Paragraph 11 of this Agreement (the "Transferred Assets"). The Trust hereby warrants that the Transferred Assets set forth on Schedule 2 of this Agreement constitute all of the assets of the Trust as of the Effective Date. The Transferred Assets are being assigned without recourse and without any warranty of any kind. The Trust shall use commercially reasonable efforts to obtain any consent from third parties that are necessary in order to convey the Transferred Assets and to clear any liens or

other encumbrances on any Transferred Asset. In the event that any such consent is not obtained despite such efforts, the Trust shall inform the County, and the parties shall discuss in good faith alternative arrangements or modifications to effectuate the transfer of the Transferred Assets.

- 3) Assumption of Liabilities. The County hereby assumes all of the liabilities set forth on Schedule 3 hereof (the "Assumed Liabilities"). The County expressly disclaims any liability not specifically listed on Schedule 3 hereof including, without limitation, any liability relating to the termination of the Office Lease. The County shall indemnify and hold harmless the Trust, its officers, employees, directors and agents from and against any and all liability, cost, expense or damages arising out of the Assumed Liabilities whether now existing or hereafter arising.
- 4) Strategic Plan. The County hereby assumes all obligations of the Trust, if any, to implement or cause to be implemented the Strategic Plan and the programs initiated thereunder. Such programs include, but are not limited to, the US Department of Housing and Urban Development Federal Empowerment Zone Grant and the US Department of Housing and Urban Development Federal Community Grant programs. Within fifteen (15) days following the Effective Date, the Trust shall identify and deliver to the County, originals or copies of all documents applicable to the continued and timely implementation of the Strategic Plan and the programs initiated thereunder.
- 5) Transition Services. (a) During the period commencing on the Effective Date and ending on the six-month anniversary of the Effective Date (the "Transition Period"), the Trust shall provide, or cause to be provided to the County such services as the County identifies as being reasonably necessary for an orderly transition of the assets, liabilities and Strategic Plan programs from the Trust to the County. Such services are compromised of: assistance in finalizing the financial audit performed by VERDEJA & DE ARMAS, LLP for fiscal year 2005; commencing and completing the financial audit to be conducted by VERDEJA & DE ARMAS, LLP or such other accounting firm as agreed to by the parties for fiscal years 2006 and 2007; assistance in responding to any reviews or audits of the Trust initiated by the US Department of Housing, the State of Florida, the City of Homestead, the City of Florida City, the City of Miami, or Miami-Dade County Department of Audit and Management Services or Miami-Dade County Finance Department; assistance in the termination of any and all open contracts, invoices or other disbursement items; assistance in training County employees on the use of any proprietary software transferred to the County hereunder; discontinuation of all utility services provided to the offices of the Trust as soon as legally permissible under the terms of the Office Lease described in Section 7; negotiating the termination of the Office Lease; identifying assets, liabilities and undertakings of the Trust; execution of deeds, bills of sale and other instruments of conveyance necessary to implement the transition herein described and meeting with County officials as appropriate.
- 6) Transitional Consultants. The Trust hereby agrees to make available to the County the services of the Trust consultants identified on Schedule 6 hereto (the "Transitional Consultants"), who shall operate as independent contractors and shall assist the County with any Transition Services identified by the County during the Transition Period. During the

Transitional Period, the Transitional Consultants shall maintain regular periodic communication and contact with the Director of the County's Office of Community & Economic Development ("OCED") as appropriate to accomplish the intended objectives of this Agreement.

7) Office Lease.

- a. The Trust hereby represents that it is presently in negotiations with its landlord regarding the termination of its office Lease Agreement made and entered into as of August 1, 2005, by and between Leviev Boymelgreen Soleil Developers LLC, a Florida Limited Liability Company f/k/a Pivotal Holdings, LLC (the "Landlord") and the Trust (the "Office Lease"). The Trust hereby agrees to use commercially reasonable effort to mitigate any financial consequences resulting from the Office Lease termination, including using commercially reasonable efforts to sublease the premises.
- b. The Trust anticipates that a lease payout will be necessary in order to effectuate the termination of the Office Lease and has reserved a portion of the Retained Funds for such purpose (the "Office Lease Reserve"). In the event that the Trust is able to assign the Office Lease to a new tenant with approval of the Landlord or consummate with the Landlord a termination of the Office Lease requiring a payment to the Landlord of an amount that is less than the Office Lease Reserve, then the balance of such Office Lease Reserve shall be transferred to the County. The Trust agrees to provide the County with monthly progress reports on the status of its negotiations with the Landlord and shall immediately notify the County upon reaching an agreement with the Landlord.

8) Name Change of the Trust and Records of the Trust.

- (a) On the Effective Date, the Trust, hereby agrees to change its name and delete from its implementing documents any reference to the implementation of the Strategic Plan so as to eliminate its identification with the Empowerment Zone or the County.
- (b) On or prior to the Effective Date, all records, documentation, project files, plans, drawings, schedules and all other matters related to the Empowerment Zone and the implementation of the Strategic Plan shall be delivered to the County's Office of Community & Economic Development, located at 701 NW 1st Court, 14th Floor, Miami, FL 33136 or any other office designated by the County. The County shall retain all records in accordance with applicable law.

- 9) Funds. On the Effective Date, the Trust shall transfer, by wire transfer or certified check, all of the funds held in accounts maintained by any banking or financial institution on behalf of the Trust other than the sum of \$1,800,000 to be used for the purposes set forth in this Paragraph 9 (a)-(e) (the "Retained Funds"). In the event that the Retained Funds include any federal program income, such federal program income may only be used to pay for eligible expenses under the program rules which govern the Empowerment Zone program. The Trust

shall provide an accounting of any payments made from the Retained Funds on a monthly basis and shall allow the County to periodically review its books and records for the purpose of auditing the expenditure of the Retained Funds. Any Retained Funds that are not disbursed in accordance with the terms of this Agreement prior to the termination of this Agreement shall thereafter be transferred to the County by wire transfer or certified check.

- (a) Payment of obligations incurred by the Trust prior to the Effective Date.
- (b) Payment of the premiums for continued insurance coverage, including the insurance policy described in Paragraph 12 hereof.
- (c) Costs anticipated by the Trust to be necessary to continue minimal operations of the Trust during the Transition Period and to pay the recurring and customary monthly expenses identified on Schedule 9. The Trust agrees not to voluntarily incur any expenses after the Effective Date other than those identified on Schedule 9.
- (d) Payment of the property taxes set forth on Schedule 9 hereto. The Trust hereby agrees that prior to the payment of any property taxes, the Trust shall notify any third parties who may otherwise be liable for the payment of such taxes that the property taxes are due, request the payment of the taxes by such third party and specify in the notice that the payment of the property taxes by the Trust shall not relieve such third party of its obligations to pay such taxes and shall not constitute a waiver by the Trust or any successor in interest to the Trust to seek reimbursement for such payment. The Trust shall pay such property taxes on or before its due date and shall provide the County with written evidence of payment within (5) days of payment.
- (e) To pay any obligations due to the Landlord resulting from the termination or assignment of the Office Lease.

10) Termination of Conveyance Procedures Agreement. The parties hereby terminate the Conveyance Agreement for Poinciana Industrial Center, made on or as of the \_\_\_ day of \_\_\_\_\_ 2001 by and between the County, acting through the Office of Community and Economic Development and the Trust (the "Poinciana Conveyance Agreement"). The Poinciana Conveyance Agreement provided that in the event of its termination that the County has the right to re-enter and take possession of any property conveyed pursuant to its terms. The Trust acknowledges and agrees that the County has a reversionary interest in any property deeded pursuant to the terms of the Poinciana Conveyance Agreement and any related deeds and, by execution of the quit claim deed relating to such property and returning such property, the Trust is effectuating the right of the County to re-enter and takeback ownership and possession of said property.

11) Conversion of Equity Investments and Partnership Interests. Each of the equity investments and partnership interests listed on Schedule 11 shall be retained by the Trust which shall endeavor, with the approval and agreement of the issuer of such equity investment or partnership interest, to convert such equity investment or partnership interest into loans from the Trust which loans shall be assigned to the County. In the event that the Trust, having

rendered its commercially reasonable efforts to effectuate such conversion, is unable to convert any equity investment or partnership interest listed on Schedule 11 into a loan transaction, prior to the termination of the Transition Period, the Trust shall, in consultation with the County, transfer such equity investment or partnership interest to another not-for-profit organization approved by the County.

- 12) Insurance. The Trust agrees to pay the premium to maintain or cause to be maintained for itself and its officers, directors, agents and employees, the Claims Made Non-profit Directors' and Officers' Liability Insurance Policy, policy number OA1002129, presently maintained by the Trust (or such equivalent insurance agreed to by the parties), for the entire policy period of such policy. Furthermore, the Trust shall notify the County of any attempted cancellation, termination or modification of said insurance policy.
- 13) Release and Indemnity. The County shall indemnify and hold harmless the officers and directors of the Trust (each a "Trust Indemnified Party") from and against any claim, liability, loss or damage arising out of or in connection with the operation of the Trust, the implementation of the Strategic Plan and the transition of assets and liabilities from the Trust to the County as provided hereunder. Each Trust Indemnified Party shall provide the County with timely notice of any claim or liability subject to indemnification pursuant to this Paragraph 13; provided, that, any failure by any Trust Indemnified Party to so notify the County shall relieve the County of its obligations under this Paragraph 13 only if and to the extent that the County is materially prejudiced thereby. Notwithstanding any provision of the Agreement to the contrary (i) the County hereby releases each Trust Indemnified Party from any known claims or damages and (ii) each Trust Indemnified Party hereby waives all rights of recovery against the County for loss or injury against which such Trust Indemnified Party is protected by the insurance policy described in Paragraph 12, but only to the extent of insurance proceeds received in connection with such loss or injury.
- 14) Relationships of the Parties. The parties hereto are and shall remain independent contractors and not employees or agents of each other. It is not the intent of the parties hereto to create, nor should this Agreement be construed to create, a partnership, joint venture or employment relationship among or between the parties (including their respective officers, employees, agents or representatives).
- 15) No Assignment and Amendments. Neither party may transfer, assign or amend this Agreement without the express written consent of the other party.
- 16) Entire Agreement No Third Party Beneficiaries. This Agreement contains all of the agreements, representations and warranties of the parties hereto and supersedes all other discussions, understandings or agreements in respect to the subject matter hereof. All prior discussions, understandings and agreements are merged into this Agreement, which alone fully and completely expresses the agreements and understandings of the parties hereto. This Agreement and the transactions contemplated thereby are not intended to confer, and shall not confer, upon any Person other than the parties hereto and thereto any remedies, claims of liability or reimbursement, causes of action or any other rights whatsoever, except those rights conferred on the Trust Indemnified Parties pursuant to Paragraph 13.

17) Governing Law, Waiver of Jury Trial and Rules of Construction and Miscellaneous Provisions.

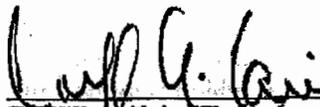
- (a) The application and effect of this Agreement and all matters arising from it shall be governed by and construed in accordance with the laws of the State of Florida excluding the conflicts of laws principles thereof.
- (b) The Trust hereby waives its rights to a trial by jury in any action, whether arising in contract or tort, by statute or otherwise, in any way related to the terms of this Agreement. Execution of this Agreement shall constitute an effective waiver of said rights to a jury trial.
- (c) The headings of each paragraph herein are for information and convenience only and do not limit or construe the contents of any provision.
- (d) Subject to any mutually agreed upon extensions of time, nonperformance or delay in the performance by any party of any of its obligations under this Agreement, which is continuing after notice in writing and the expiration of any grace period provided for herein, shall constitute a default entitling the other party to exercise its rights and remedies for such default.
- (e) Any failure or delay by either party in asserting any of its rights and remedies as to any non-performance or delay in performance by the other party shall not operate as a waiver of any such non-performance or delay in performance or of any rights or remedies.
- (f) Except as expressly provided otherwise in this Agreement, each right or remedy provided herein is cumulative to other rights or remedies, and the exercise by any party to this Agreement of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same or any other nonperformance or delay in performance by any other party to this Agreement.
- (g) The parties warrant that (i) they have executed this Agreement with full knowledge of their rights; (ii) they have received independent legal advice from their attorneys with respect to the matters herein set forth and the rights and asserted rights arising out of said matters; and (iii) they have not relied on any statements or representations (other than representations set forth in this Agreement) by any other party or its representatives.
- (h) This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. The parties agree that any dispute arising out of, or associated with, this Agreement shall be litigated in and only in Miami-Dade County, Florida, USA.

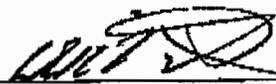
- (i) No waiver of any of the provisions of this Agreement shall be deemed to, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party granting the waiver.
  - (j) Each party has participated in the drafting and preparation of this Agreement and this Agreement shall be construed as a whole according to the fair meaning and not for or against any party.
  - (k) Any term or provision of this Agreement that is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction or other authority declares that any term or provision hereof is invalid, void or unenforceable, the parties agree that the court making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.
- 18) No Liability of Officials, Officers or Employees. No official, officer, or employee of the County or the Trust shall be personally liable for any non-performance or delay in performance by the County or the Trust, respectively, or for any amount which may become due under any provisions of this Agreement, unless otherwise expressly set forth herein.
- 19) Further Assurances. Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- 20) Termination. This Agreement shall automatically terminate upon the expiration of the Transitional Period, provided, however, the provisions of Paragraph 13 shall survive the termination of this Agreement.
- 21) Effective Date. This Agreement shall become binding and legally effective ten (10) days after the passing of a resolution by the Board of County Commissioners of Miami-Dade County, Florida (the "Board") adopting this Agreement, unless vetoed by the Mayor of the County within the ten (10) day period following its adoption, and if vetoed, shall become effective only upon override by the Board.
- 22) Notices. All notices to the parties to this Agreement shall be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving telecopier followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, addressed as follows:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials thereunto duly authorized.

ATTEST:

\_\_\_\_\_  
Clerk, Board of  
County Commissioners

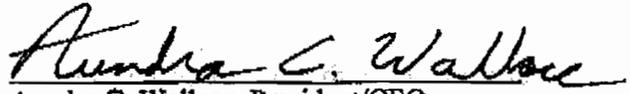
  
\_\_\_\_\_  
T. William Fair, Chairman  
Board of Directors  
Miami-Dade Empowerment Trust, Inc.

  
\_\_\_\_\_  
Dr. W. Dean Goldsby, Sr., Vice-Chairman  
Board of Directors  
Miami-Dade Empowerment Trust, Inc.

FOR MIAMI-DADE COUNTY  
FLORIDA

\_\_\_\_\_  
George Burgess  
County Manager

FOR THE MIAMI-DADE  
EMPOWERMENT TRUST, INC.

  
\_\_\_\_\_  
Aundra C. Wallace, President/CBO  
Miami-Dade Empowerment Trust, Inc.

**Schedule 2**  
**Assets to be transferred to Miami-Dade County**

- (1) Part 1: Real Property
- (2) Part 2: Tangible Personal Property
- (3) Part 3: Cash and Cash Equivalents
- (4) Part 4: Program Portfolios
- (5) Part 5: Proprietary Software
- (6) Part 6: Assumed Contracts

**Part 1**  
**Real Property**

- a) Real Property conveyed pursuant to the County Deed transferring the ownership of the real property described on Exhibit A thereto from Miami-Dade County to the Miami-Dade County Empowerment Trust, dated May 4, 2005, and all associated Lease Agreements (14 parcels)
- b) Real Property conveyed pursuant to the County Deed transferring the ownership of the real property described on Exhibit A thereto from Miami-Dade County to the Miami-Dade County Empowerment Trust, dated April 25, 2006 (10 In-fill parcels)
- c) Real Property conveyed pursuant to the County Deed transferring the ownership of the real property described on Exhibit D thereto from Miami-Dade County to the Miami-Dade County Empowerment Trust, dated February 21, 2006 (2 parcels)
- d) Real Property conveyed pursuant to the County Deed transferring the ownership of the real property described on Exhibit B thereto from Miami-Dade County to the Miami-Dade County Empowerment Trust, dated November 7, 2001, and all associated Lease Agreements (3 parcels)

78  
1-25  
9-9  
1



CFN 20050458039  
OR Bk 23342 Pgs 4768 - 4776F (9pgs)  
RECORDED 05/05/2005 15:47:50  
DEED DOC TAX 1.80  
SURTAX 1.35  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:  
Thomas Goldstein  
Assistant Miami-Dade County Attorney  
111 N.W. First Street, Suite 2810  
Miami, Florida 33128-1993

Folio No(s). See Attached Ex "A"

COUNTY DEED

THIS DEED, made this 4th day of May, 2005, by MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "COUNTY," and the MIAMI-DADE EMPOWERMENT TRUST, INC., a 501(c)3 Not-For-Profit Corporation recognized by the State of Florida, having an address of 3050 Biscayne Boulevard, Suite 300, Miami, Florida 33137, hereinafter called MDET.

WITNESSETH:

The COUNTY, for and in consideration of the sum of Ten Dollars (\$10.00), to it in hand paid by the MDET, receipt of which is hereby acknowledged, does hereby grant, remise, release and quit-claim unto the MDET, its successors and assigns, all right, title, interest, claim and demand which the COUNTY has in and to the following described real property lying and being in Miami-Dade County, Florida described below (hereinafter the "Property"):

See Legal Description of the Property Attached Hereto as Exhibit "A"

TO HAVE AND TO HOLD the Property together with all appurtenances thereto and all estate, right, title, interest, lien, equity and claim whatsoever of the COUNTY, either in law or equity, to the only proper use, benefit and behalf of MDET, its successors and assigns, forever. This Deed conveys only the interests of Miami-Dade County and its Board of County Commissioners in the Property described herein, and shall not warrant title thereto.

This conveyance is specifically made subject to and limited by the following restrictions and covenants, which shall be binding on MDET, its successors and assigns, and subject to the COUNTY'S

2

32

retained right to enforce said restrictions and covenants by whatever legal or equitable remedies may be available to it:

- A. MDET shall initially develop or cause to be developed on the Property, a Biopharmaceutical Center (BC), which is intended to include a cluster of biopharmaceutical companies specializing in developing therapeutic medications for narrow patient populations, together with all required infrastructure improvements (the "Project"). The Project, to be known initially as Poinciana Research Park, and more fully described in concept (the exact details of its described component parts are not binding, and the ability to carry it out is subject to further acquisition of additional property) in Exhibit B, attached hereto and incorporated herein by reference as if fully set forth herein, consists of the construction, operation, management, leasing, maintaining and repairing of improvements on and to the Property for use as the BC, including one or more biopharmaceutical research facilities, residential facilities, classrooms, retail, or office spaces together with all ancillary or related uses, as well as any necessary parking facilities; the County, through its County Manager or his/her designee, may agree to modifications.
- B. Construction of the BC shall begin not later than October 31, 2005.
- C. MDET will execute such covenant that may be required by the Department of Environmental Resources Management, Miami-Dade County, Pollution Control Division; the covenant shall terminate automatically upon issuance of a release or other evidence of compliance or completion as shall be described therein.
- D. The MDET shall not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon or on any part thereof (including any lot within the Property); and this covenant shall be binding to the fullest extent permitted by

law and equity, for the benefit and in favor of, and enforceable by the County, its successors and assigns, and any successor in interest to the Property or any part thereof. The County shall have the right in the event of any breach of any such covenants, to exercise all of its rights and remedies by maintaining any actions or suits in law or in equity or other proper proceedings to enforce the curing of such breach of covenant, to which it or any other beneficiaries of such covenant may be entitled.

- E. The MDET shall pay the real estate taxes or assessments on the property or any part thereof when due.
- F. The MDET shall not suffer any levy or attachment to be made, or any construction or mechanic's lien, or any unauthorized encumbrance or lien to attach to the Property, except that so long as it is in title to the Property MDET shall be permitted to grant mortgages in favor of institutional lenders for the purpose of financing hard costs and soft costs relating to the construction of the project improvements, provided the aggregate amount of such mortgages does not exceed the value of the improvements encumbered thereby as determined by a licensed appraiser, and to refinance any such mortgage(s). The recordation with the mortgage of a statement of value by a licensed appraiser who is a member of the American Institute of Real Estate Appraisers ("MAI" or similar or successor organization) stating that the value of the improvement is equal to or greater than the amount of such mortgage(s), shall constitute conclusive evidence that the mortgage meets the requirements of this paragraph F. For purpose of this paragraph F, an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or charitable entity, real estate or mortgage investment trust, pension fund, the Federal National Mortgage Association, an agency of the United States Government or other governmental agency and shall also be deemed to include Miami-Dade County and its successors and assigns. The limitations in this paragraph apply only to MDET and only so long as MDET owns this Property.

G. The MDET shall not transfer the Property or any part thereof without the prior written consent of the County (which may be given by the County Manager or his/her designee, and which may be in the form of joinder in a purchase or option to purchase instrument), and shall not change the ownership or distribution of the ownership interests of the MDET or the identity of the parties in control of the MDET or the degree thereof without the prior written consent of the County.

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Mayor, and attested by the Clerk or Deputy Clerk of said Board.

ATTEST:

HARVEY RUVIN, CLERK

By *Harvey Ruvin*  
Deputy Clerk  
Circuit Court



MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By *Carole Ann*  
Its Mayor  
111 NW 1st Street, 29th Floor  
Miami, FL 33128

The foregoing was accepted and approved on the 22 day of May A.D. 2001, by Resolution No. 570-01 of the Board of County Commissioners of Miami-Dade County, Florida.

**"EXHIBIT A"**

|   |   |
|---|---|
| Folio#<br>Property Address<br>Legal Description | 30-3110-074-0020<br>2358 NW 77th Terrace<br>TRACT B, POINCIANA INDUSTRIAL CENTER EAST,<br>ACCORDING TO THE PLAT THEREOF, AS RECORDED IN<br>PLAT BOOK 159, PAGE 24 OF THE PUBLIC RECORDS OF<br>MIAMI-DADE COUNTY, FLORIDA. |
| Folio#<br>Property Address<br>Legal Description | 30-3110-074-0030<br>7527 NW 24th Avenue<br>TRACT C, POINCIANA INDUSTRIAL CENTER EAST,<br>ACCORDING TO THE PLAT THEREOF, AS RECORDED IN<br>PLAT BOOK 159, PAGE 24 OF THE PUBLIC RECORDS OF<br>MIAMI-DADE COUNTY, FLORIDA.  |
| Folio#<br>Property Address<br>Legal Description | 30-3110-074-0010<br>7610 NW 23rd Avenue<br>TRACT A, POINCIANA INDUSTRIAL CENTER EAST,<br>ACCORDING TO THE PLAT THEREOF, AS RECORDED IN<br>PLAT BOOK 159, PAGE 24 OF THE PUBLIC RECORDS OF<br>MIAMI-DADE COUNTY, FLORIDA.  |
| Folio#<br>Property Address<br>Legal Description | 30-3110-074-0040<br><br>TRACT D, POINCIANA INDUSTRIAL CENTER EAST,<br>ACCORDING TO THE PLAT THEREOF, AS RECORDED IN<br>PLAT BOOK 159, PAGE 24 OF THE PUBLIC RECORDS OF<br>MIAMI-DADE COUNTY, FLORIDA.                     |
| Folio#<br>Property Address<br>Legal Description | 30-3110-074-0050<br><br>TRACT E, POINCIANA INDUSTRIAL CENTER EAST,<br>ACCORDING TO THE PLAT THEREOF, AS RECORDED IN<br>PLAT BOOK 159, PAGE 24 OF THE PUBLIC RECORDS OF<br>MIAMI-DADE COUNTY, FLORIDA.                     |
| Folio#<br>Property Address<br>Legal Description | 30-3110-074-0060<br><br>TRACT F, POINCIANA INDUSTRIAL CENTER EAST,<br>ACCORDING TO THE PLAT THEREOF, AS RECORDED IN<br>PLAT BOOK 159, PAGE 24 OF THE PUBLIC RECORDS OF<br>MIAMI-DADE COUNTY, FLORIDA.                     |
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36

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|--|---|
| <p>Folio#<br/>Property Address<br/>Legal Description</p> | <p>30-3110-057-1990<br/>2280 NW 79th Street<br/>THE WEST 250.80 FEET OF TRACT 25, REVISED PLAT OF WEST LITTLE RIVER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, PAGE 19 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.</p>   |
| <p>Folio#<br/>Property Address<br/>Legal Description</p> | <p>30-3110-057-1970<br/>2228 NW 79th Street<br/>THE WEST 145.00 FEET OF THE EAST 345.00 FEET OF TRACT 25, REVISED PLAT OF WEST LITTLE RIVER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, PAGE 19 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.</p>   |
| <p>Folio#<br/>Property Address<br/>Legal Description</p> | <p>30-3110-057-1940<br/>2390 NW 79th Street<br/>TRACT 24, LESS THE EAST 185.40 FEET, LESS THE WEST 25.00 FEET OF THE EAST 210.40 FEET OF THE SOUTH 70.00 FEET AND LESS THE EAST 50.00 FEET OF THE WEST 360.56 FEET OF THE SOUTH 70.00 FEET, REVISED PLAT OF WEST LITTLE RIVER, ACCORDING TO THE PLAT THEREOF, PLAT BOOK 34, PAGE 19 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.</p>  |
| <p>Folio#<br/>Property Address<br/>Legal Description</p> | <p>30-3110-057-1950<br/>West 25.00 feet of the East 210.40 feet of the South 70.00 feet and the East 50.00 feet of the West 360.56 feet of the South 70.00 feet of Tract 24, REVISED PLAT OF WEST LITTLE RIVER, according to the Plat thereof, as recorded in Plat Book 34, Page 19, Public Records Miami-Dade County, Florida.</p> <p>TOGETHER WITH:</p> <p>Lot 40, and an Unnumbered Lot between Lots 38 and 40, Block 24, WEST LITTLE RIVER, according to the Plat thereof, as recorded in Plat Book 14, Page 75, Public Records Miami-Dade County, Florida.</p> |
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|--------------------------|--|
| <b>Folio #</b>           | 30-3110-074-0070   |
| <b>Property Address</b>  | Vacant   |
| <b>Legal Description</b> | TRACT G, POINCIANA INDUSTRIAL CENTER EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 24 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.           |
| <b>Folio #</b>           | 30-3110-058-0081   |
| <b>Property Address</b>  |  |
| <b>Legal Description</b> | THE NORTH 104.00 FEET OF LOT 8, DAVE MAR PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 59, PAGE 1 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.            |
| <b>Folio #</b>           | 30-3110-053-1150   |
| <b>Property Address</b>  | 2398 NW 78 <sup>TH</sup> Street  |
| <b>Legal Description</b> | THE WEST 30 FEET OF LOT 15, BLOCK 30, WEST LITTLE RIVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGE 75 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. |
| <b>Folio #</b>           | 30-3110-053-1160   |
| <b>Property Address</b>  |  |
| <b>Legal Description</b> | THE WEST 30 FEET OF LOT 16, BLOCK 30, WEST LITTLE RIVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGE 75 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. |

**Exhibit "B"****Poinciana Research Park**

Poinciana Research Park (the Park) is a planned commercial and residential community located in Poinciana, the Liberty City Section of Miami, Florida. It is envisioned to contain office, industrial, and manufacturing space; including service and convenience retail and apartment units, a parking garage and on-site parking.

The Park is planned to contain approximately six buildings, to be built in a sequential development which shall allow for adaptation of plans according to the changing needs of the residential and business communities. The Master Plan includes a biopharmaceutical facility that will house an affiliate of a nationally recognized biopharmaceutical company ("the Company"), that will contain a selection of the following:

**A Biopharmaceutical Career Training Institute** - The Institute will work together with local colleges and universities to create a curriculum that encompasses the technical skills needed for residents of the community and the local area to qualify for jobs in the biopharmaceutical industry; will train researchers, technicians, and medical personnel how to best research, develop and manufacture pharmaceuticals; and will target students from the local colleges and universities and utilize the research and manufacturing facilities in Poinciana so that students will receive hands-on training in what is fully compliant with FDA validated "current Good Manufacturing Practices." It is expected that these students can matriculate into jobs being offered in the Park.

**A Biopharmaceutical Manufacturing Facility** - A pharmaceutical manufacturing company, which will utilize successful graduates from the Institute to fill professional biopharmaceutical development and manufacturing positions. Independently or affiliated with the Company will be a state of the art clinical research unit, which it is envisioned will perform Phase I and II studies to fulfill a growing need of large pharmaceutical companies to make faster decisions about the economic potential of new drugs based on high quality data.

**An Outpatient Clinic with several "Centers of Excellence"** - Clinics will be provided where patients from the Poinciana area will be able to get treatment for various illnesses. It is expected that these facilities will house various "Clinics for Excellence" that would provide quality patient care, disciplined patient follow-up, and the quality medicines for the clinic's patients.

**Poinciana Research Clinic** - A state of the art clinical research unit to perform Phase I and II studies to fulfill a growing need of large pharmaceutical companies to make faster decisions based on high quality data.

**Biopharmaceutical Companies** - Specialty biopharmaceutical companies will be targeted for location in South Florida. The focus will be on companies that target specific market niches in concert with the narrow market drugs being developed and manufactured in the Park.

DR BK 23342 PG 4776  
LAST PAGE

Convenience Retail -60,000 square feet, more or less, of convenience retail space, targeted to be part of the Park consumer's everyday retail experience.

A Multi-Family Section - An apartment community, housing students or workers and that will otherwise reflect the unique character of the new environment, with positive appearance and a physical gateway to commercial elements of the Park. The residential segment of the Park will promote the attractiveness of higher density residential areas within the commercial setting.

Poinciana Research Park is designed to be a strong economic engine for the community, a suburban office/industrial park located in an urban community.



CFN 2006R1049975  
OR Bk 24960 Pgs 1204 - 12091 (6pgs)  
RECORDED 09/29/2006 13:17:58  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by:  
Miami-Dade Office of Community  
and Economic Development  
140 West Flagler Street, Suite 1100  
Miami, Florida 33130

**COUNTY DEED**

THIS DEED, made this 25 day of April, 2006, by MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called the "County," and the MIAMI-DADE EMPOWERMENT TRUST, INC., a 501(c)3 Not For Profit Corporation recognized in the State of Florida having an address of 3050 Biscayne Boulevard, Suite 300, Miami, Florida 33137, hereinafter called the "Developer."

WITNESS THAT: The County, for and in consideration of the sum of Ten Dollars (\$10.00), to it in hand paid by the Developer, receipt of which is hereby acknowledged, does hereby grant, remise, release and quit-claim unto the Developer, its successors and assigns, all right, title, interest, claim and demand which the County has in and to the following described real property lying and being in Miami-Dade County, Florida described below (the "Property"):

See Exhibit "A" Legal Description Attached Hereto;

TO HAVE AND TO HOLD the Property together with all appurtenances thereto and all estate, right, title, interest, lien, equity and claim whatsoever of the County, either in law or equity, to the only proper use, benefit and behalf of the Developer, its successors and assigns, forever. This Deed conveys only the interests of Miami-Dade County and its Board of County Commissioners in the Property described herein, and shall not warrant title thereto.

SUBJECT TO: Each lot that is being conveyed by this instrument to the Developer is made subject to the following restrictions, which restrictions shall be binding upon the Developer and all successors and assigns of Developer that acquire title to the lot, but only until such time as an affordable housing unit has been completed upon such lot, a certificate of completion has

been issued, fee simple title to the lot has been conveyed to a third party purchaser *who the County has determined meets the eligibility criteria of low to moderate-income for affordable housing*, and the County has provided a release of the lot from these restrictions that has been recorded in the public records of Miami-Dade County, Florida.

- A. The Developer shall construct, or cause to be constructed, upon each lot that comprises the Property, an affordable housing unit in accordance with guidelines and procedures approved by the County, together with the required infrastructure improvements approved by the County (collectively, the "Improvements"). The Developer will commence work on the Improvements not later thirty (30) days after conveyance (the "Commencement Date"), and shall complete the Improvements within two (2) years thereafter.
  
- B. Promptly after completion of the Improvements with respect to a particular lot in accordance with the plans and specifications approved by the County and the provisions of this instrument, the County shall furnish the Developer a release releasing the lot from the covenants set forth in paragraphs A-F hereof. Such release shall be recorded in the public records of Miami-Dade County, Florida and shall constitute evidence that these covenants have been complied with and no longer apply to the particular property identified therein.
  
- C. The Developer shall not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the Property or any Improvements erected or to be erected thereon or on any part thereof (including any lot within the Property); and this covenant shall be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the County, its successors and assigns, and any successor in interest to the Property or any part thereof. The County shall have the right in the event of any breach of any such covenants, to exercise all of its rights and remedies; and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of covenant, to which it or any other beneficiaries of such covenant may be entitled.

- D. The Developer shall pay the real estate taxes or assessments on the Property when due.
- E. The Developer shall not suffer any levy or attachment to be made, or any construction or mechanic's lien, or any unauthorized encumbrance or lien to attach to the Property, except that the Developer shall be permitted to grant mortgages in favor of Institutional Lenders for the purpose of financing hard costs and soft costs relating to the construction of the Improvements, provided the aggregate amount of such mortgages does not exceed the value of the Improvements encumbered thereby as determined by a licensed appraiser, and to refinance any such mortgage(s). The recordation with the mortgage of a statement of value by a licensed appraiser who is a member of the American Institute of Real Estate Appraisers ("MAI") (or similar or successor organization) stating that the value of the Improvements is equal to or greater than the amount of such mortgage(s), shall constitute conclusive evidence that the mortgage meets the requirements of this paragraph E. For purposes of this paragraph E, an "Institutional Lender" shall mean any bank, savings and loan association, insurance company, foundation or charitable entity, real estate or mortgage investment trust, pension fund, the Federal National Mortgage Association, agency of the United States Government or other governmental agency and shall also be deemed to include Miami-Dade County and its successors and assigns.
- F. Developer shall not transfer the Property or any part thereof without the prior written consent of the County, and shall not change the ownership or distribution of the ownership interests of the Developer or the identity of the parties in control of the Developer or the degree thereof without the prior written consent of the County, except for transfer of individual lots to third party purchasers after an affordable housing unit has been constructed thereon.

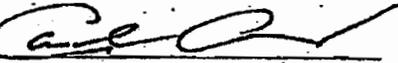
If the Improvements are not completed by three years after the Commencement Date, the Property and any Improvements thereon shall automatically revert to the County without any liability to the County whatsoever for the payment for any such Improvements, and the Developer shall upon request of the County execute a quit claim deed to the County for any such Property.

In the event the Developer shall otherwise violate or fail to comply with any of the covenants set forth herein, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If Developer fails to remedy the default within ninety (90) days, the County shall have the right to re-enter and take possession of the property and to terminate (and revert in the County), the estate conveyed by this Deed to the Developer, provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

**COVENANT RUNNING WITH THE LAND:** Once this property is developed and sold at a price, which meets the criteria of affordable housing, to a third party purchaser (the initial purchaser) who meets the definition for low and moderate income under applicable U.S. Department of Housing and Urban Development criteria in 24 CFR 570.3, the property shall remain as affordable housing for a period of no less than thirty (30) years from the date of sale, and this covenant shall be included in any deed conveying the property to said initial purchaser. In the event the initial purchaser shall sell the property before the expiration of thirty (30) years, then the County shall recover from that initial purchaser the value of all the subsidies that were provided to that initial purchaser, based on what was actually paid by the initial purchaser for the property and the actual market value of the property which difference shall be determined at the time of the actual initial sale and agreed to by the initial purchaser.

**IN WITNESS WHEREOF,** the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of said Board, the day and year aforesaid:

Miami-Dade County, Florida  
By its Board of County Commissioners

By: 

Printed Name of Signatory  
Stephen P. Clark Center  
111 N.W. 1<sup>st</sup> Street, Suite 230  
Miami, Florida 33128

ATTEST:

Harvey Ruvin, Clerk of Circuit Court

By:   
Deputy Clerk Signature



By: \_\_\_\_\_  
Deputy Clerk Printed Signature  
Stephen P. Clark Center  
111 N.W. 1<sup>st</sup> Street, Suite 210  
Miami, Florida 33128

The foregoing was authorized and approved by Resolution No. R-470-06 of the Board of County Commissioners of Miami-Dade County, Florida, on the 25<sup>th</sup> day of April, 2006.

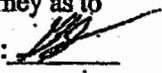
Approved by County Attorney as to  
Form and legal sufficiency:   
Glenn Saks

EXHIBIT "A"

LEGAL DESCRIPTIONS:

1. 30-2125-022-0170

W150FT OF N50FT OF S35FT OF TR 10 AS MEASURED FROM C/L OF 111ST  
AVOCADO GROVE PB 1-2, SECTION 35 TOWNSHIP 52 SOUTH RANGE 41 EAST

2. 30-3110-028-0670

S75FT OF E100FT OF BLOCK 14, PARA HEIGHTS LESS RR, PB 3-106, SECTION  
10 TOWNSHIP 53 RANGE 41

3. 30-3110-057-0170

W80FT OF E212FT OF N1/2 OF TR 3 WEST LITTLE RIVER REV PB 34-19,  
SECTION 10 TOWNSHIP 53 SOUTH RANGE 41 EAST

4. 30-3111-003-0030

LOT 2-A BLOCK 1, W LITTLE RIVER ANNEX PB 40-74, SECTION 11 TOWNSHIP  
53 RANGE 41

5. 30-3111-012-0050

LOT 10, ROSE PARK FIRST AMENDED PB 15-31, SECTION 11 TOWNSHIP 53  
SOUTH RANGE 41

6. 30-3111-040-0080

LOT 2 BLOCK 2, GLADESIDE PARK AMENDED PB 26-711/2, SECTION 11  
TOWNSHIP 53 RANGE 41

7. 30-3111-050-0123

LOTS 4 & 5 BLOCK 2, GLADYS PARK PB 22-19, SECTION 11 TOWNSHIP 53  
RANGE 41

8. 30-3115-005-0550

LOT 11 BLOCK 3, LIBERTY CITY PB 7-79, SECTION 15 TOWNSHIP 53 RANGE  
41

9. 30-3115-017-0410

S 65 FT OF E100FT BLOCK 18, PARA VILLA HEIGHTS PB 3-106, SECTION 15

10. 30-3115-036-0130

LOTS 2 & 3 BLOCK 2, NORTHWEST HIGHLANDS PB 22-33, SECTION 15  
TOWNSHIP 53 RANGE 41



CFN 2006R0401251  
 DR Bk 24426 Pgs 4293 - 4299 (7pgs)  
 RECORDED 04/13/2006 15:01:19  
 DEED DOC TAX 0.60  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

Exhibit "D"

This instrument prepared by:  
 Miami-Dade Office of Community  
 and Economic Development  
 140 West Flagler Street, Suite 1100  
 Miami, Florida 33130

COUNTY DEED

THIS DEED, made this 21 day of February, 2006 by MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called the "County," and the MIAMI-DADE EMPOWERMENT TRUST, INC., a 501(c)3 Not For Profit Corporation recognized in the State of Florida having an address of 3050 Biscayne Boulevard, Suite 300, Miami, Florida 33137, hereinafter called the "Developer."

WITNESS THAT: The County, for and in consideration of the sum of Ten Dollars (\$10.00), to it in hand paid by the Developer, receipt of which is hereby acknowledged, does hereby grant, remise, release and quit-claim unto the Developer, its successors and assigns, all right, title, interest, claim and demand which the County has in and to the following described real property lying and being in Miami-Dade County, Florida described below (the "Property"):

See Exhibit "A" Legal Description Attached Hereto;

TO HAVE AND TO HOLD the Property together with all appurtenances thereto and all estate, right, title, interest, lien, equity and claim whatsoever of the County, either in law or equity, to the only proper use, benefit and behalf of the Developer, its successors and assigns, forever. This Deed conveys only the interests of Miami-Dade County and its Board of County Commissioners in the Property described herein, and shall not warrant title thereto.

SUBJECT TO: Each lot that is being conveyed by this instrument to the Developer is made subject to the following covenants, which covenants shall be binding upon the Developer and all successors and assigns of Developer that acquire title to the lot, but only until such time

as an affordable housing unit has been completed upon such lot, a certificate of completion has been issued, fee simple title to the lot has been conveyed to a third party purchaser who the County has determined meets the eligibility criteria of low to moderate-income for affordable housing, and the County has provided a release of the lot from these covenants that has been recorded in the public records of Miami-Dade County, Florida.

- A. The Developer shall construct, or cause to be constructed, upon each lot that comprises the Property, an affordable housing unit in accordance with guidelines and procedures approved by the County, together with the required infrastructure improvements approved by the County (collectively, the "Improvements"). The Developer will commence work on the Improvements not later than the 30<sup>th</sup> day of July, 2005, and shall complete the Improvements by the 30<sup>th</sup> day of September, 2008.
- B. Promptly after completion of the Improvements with respect to a particular lot in accordance with the plans and specifications approved by the County and the provisions of this instrument, the County shall furnish the Developer a release releasing the lot from the covenants set forth in paragraphs A-F hereof. Such release shall be recorded in the public records of Miami-Dade County, Florida and shall constitute evidence that these covenants have been complied with and no longer apply to the particular property identified therein.
- C. The Developer shall not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the Property or any Improvements erected or to be erected thereon or on any part thereof (including any lot within the Property); and this covenant shall be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the County, its successors and assigns, and any successor in interest to the Property or any part thereof. The County shall have the right in the event of any breach of any such covenants, to exercise all of its rights and remedies; and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of covenant, to which it or any other beneficiaries of such covenant may be entitled.

- D. The Developer shall pay the real estate taxes or assessments on the Property when due.
- E. The Developer shall not suffer any levy or attachment to be made, or any construction or mechanic's lien, or any unauthorized encumbrance or lien to attach to the Property, except that the Developer shall be permitted to grant mortgages in favor of Institutional Lenders for the purpose of financing hard costs and soft costs relating to the construction of the Improvements, provided the aggregate amount of such mortgages does not exceed the value of the Improvements encumbered thereby as determined by a licensed appraiser, and to refinance any such mortgage(s). The recordation with the mortgage of a statement of value by a licensed appraiser who is a member of the American Institute of Real Estate Appraisers ("MAI") (or similar or successor organization) stating that the value of the Improvements is equal to or greater than the amount of such mortgage(s), shall constitute conclusive evidence that the mortgage meets the requirements of this paragraph E. For purposes of this paragraph E, an "Institutional Lender" shall mean any bank, savings and loan association, insurance company, foundation or charitable entity, real estate or mortgage investment trust, pension fund, the Federal National Mortgage Association, agency of the United States Government or other governmental agency and shall also be deemed to include Miami-Dade County and its successors and assigns.
- F. Developer shall not transfer the Property or any part thereof without the prior written consent of the County, and shall not change the ownership or distribution of the ownership interests of the Developer or the identity of the parties in control of the Developer or the degree thereof without the prior written consent of the County, except for transfer of the Property to Rafael Hernandez Housing, Inc a 501(c)3 Not For Profit Corporation recognized in the State of Florida, and except for transfer of individual lots to third party purchasers after an affordable housing unit has been constructed thereon.

In the event the Developer shall violate or otherwise fail to comply with any of the covenants set forth herein, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If Developer fails to remedy the default within ninety (90) days, the County shall have the right to re-enter and take possession of the property and to terminate (and revert in the County), the estate conveyed by this Deed to the Developer, provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

**COVENANT RUNNING WITH THE LAND:** Once this property is developed and sold at a price, which meets the criteria of affordable housing, to a third party purchaser who meets the definition for low and moderate income under applicable U.S. Department of Housing and Urban Development criteria in 24 CFR 570.3, the property shall remain as affordable housing for a period of no less than thirty (30) years from the date of sale, and this language shall be included in any deed conveying the property to said third party. In the event the initial purchaser shall sell the property before the expiration of thirty (30) years, then the County shall recover the value of all the subsidies that were provided to the initial purchaser.

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of said Board, the day and year aforesaid.

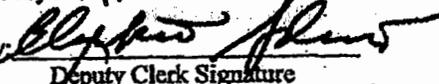
Miami-Dade County, Florida  
By its Board of County Commissioners

By: 

Carlos Alvarez  
Printed Name of Signatory  
Stephen P. Clark Center  
111 N.W. 1<sup>st</sup> Street, Suite 230  
Miami, Florida 33128

ATTEST:

Harvey Ruvip, Clerk of Circuit Court

By:   
Deputy Clerk Signature

By: Elizabeth Adorna  
Deputy Clerk Printed Signature  
Stephen P. Clark Center  
111 N.W. 1<sup>st</sup> Street, Suite 210  
Miami, Florida 33128



EXHIBIT. "A"

| Folio              | Legal Description   |
|--------------------|---|
| 01-3125-029-0260   | DONMOORE VILLA AMD PL PB 6-7 LOT 8 BLK 2 LOT SIZE 50.000 X 105 OR 19276-4592 0900 3                       |
| 01-3125-029-0220   | 25 53 41 DONMOORE VILLA AMD PL PB 6-7 LOT 2 BLK 2 LOT SIZE 50.000 X 105 OR 20332-3852 0302 3              |
| * 30-3128-011-2240 | MELROSE HGTS 3RD SEC PB 13-18 LOT 14 BLK 31 LOT SIZE 50.000 X 138   |
| * 30-3128-011-1060 | MELROSE HGTS 3RD SEC PB 13-18 PARCEL 07-36-01 AKA LOT 2 BLK 24 LOT SIZE 50.000 X 135 OR 14083-3104 0489 3 |

FROM :

FAX NO. :  
OFF. REC'D.

Jun. 03 2002 12:38PM P2

20053PG4989

Exhibit B

Q 1R658414 2001 DEC 01 10:00

Instrument prepared by and return to:  
Laureen A. Varga  
Miami-Dade County/GSA  
111 N.W. 1 Street, Suite 2460  
Miami, Florida 33128-1907

Folio: 01-3136-065-0010  
01-3136-065-0030  
01-3136-065-0070

### COUNTY DEED

DAVID C. SELF, II  
CLYNE & SELF, P.A.  
324 DANUBIA STREET, #235  
WEST PALM BEACH, FL 33401

THIS DEED, made this 7<sup>th</sup> day of November, 2001, A.D. by and between MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: 1401 NW 7<sup>th</sup> Street, Miami, Florida 33125, party of the first part, AND, THE MIAMI-DADE EMPOWERMENT TRUST, INC. (Empowerment Trust), a Florida not for profit organization, with an address of 111 NW 1<sup>st</sup> Street, Miami, Florida, 33128, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00), to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, does hereby grant, bargain and sell to the party of the second part, its successors and assigns forever, the following described land, lying and being in Miami-Dade County, Florida, to wit:

331 NW 20<sup>th</sup> Street . 01-3136-065-0010

Tracts 11 and 12 of TOWNPARK SUB, Section 5, Township 53 South, Range 41 East, Section 36, as recorded in Plat Book 91, Page 10, of the Public Records of Miami-Dade County, Florida

336 NW 19<sup>th</sup> Street . 01-3136-065-0030 \*

Tract 13 of TOWNPARK SUB Section 5, Township 53 South, Range 41 East, Section 36, as recorded in Plat Book 91, Page 10, of the Public Records of Miami-Dade County, Florida.

309 NW 17<sup>th</sup> Street . 01-3136-065-0070 \*

Tract 17 of TOWNPARK SUB, Section 5, Township 53 South, Range 41 East, Section 36, as recorded in Plat Book 91, Page 10, of the Public Records of Miami-Dade County, Florida, being Project No. Fla. 5-33 (Stage I) and Project No. Fla. 5-33 (Stage II), and also collectively known as Project 5-33, from the coverage of said Declarations of Trust above recited.

1950

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20053PG4990

**SUBJECT TO:**

1. Taxes for the year 2001 and subsequent years
2. Matters appearing on the plat.
3. Existing zoning ordinances and other governmental regulations. Covenants, conditions, easements and restrictions of record, if any, but this does not operate to impose the same.
4. Mortgages and notes provided to Miami-Dade County, rental regulatory agreements, covenants or restriction, covenants, conditions, easements and restrictions of record, if any, but this shall not operate to impose same.

**FURTHER**, it is the express intention of the party of the second part, the Empowerment Trust, to convert to homeownership, subsequent redevelopment of the property by the St. Agnes Rainbow Village Community Development Corporation, with technical assistance provided by Miami-Dade Housing Agency (MDHA), as needed, and to ensure in some manner that there is a maintenance process in place, to include the establishment of a homeowner's association to provide upkeep and maintenance of this property, as required by the Florida Statutes. In the event that the Empowerment Trust shall cease to exist *de facto* and *de jure* or the Property or any portion thereof shall not be used or reserved for use to provide affordable, single family residential housing or for uses related thereto before June 1, 2006, then fee simple title to said Property, or such portion thereof not used or reserved for use to provide affordable, single family residential housing or for uses related thereto shall revert to the County. This reversionary interest in the County shall not apply to any portion of the Property conveyed by the Empowerment Trust to a purchaser for use as a single-family residence. A conveyance by the Empowerment Trust to a homeowners' association or a conveyance to an individual or individual's stating that said conveyance is "for use as a single family residence" shall be conclusive and, without further action, shall terminate the reversionary interest of Grantor with respect to the parcel described therein.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

FROM :

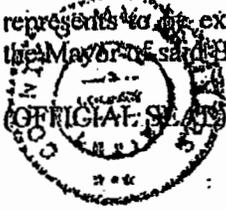
FAX NO. :

Jun. 03 2002 12:40PM P4

OFF. REC BK.

20053PG4991

IN WITNESS WHEREOF the said party of the first part has caused these  
representations to be executed in its name by its Board of County Commissioners acting by  
the Mayor of said Board, the day and year aforesaid.



ATTEST:  
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: [Signature]  
Deputy Clerk

By: [Signature]  
Alexander Penelas, Mayor

The foregoing was authorized and approved by Resolution No. R-1287-99 of the Board  
of County Commissioners of Miami-Dade County, Florida, on the 7<sup>th</sup> day of ~~December~~  
1999, 2001 *November*

Approved to form and legal sufficiency [Signature]  
Terrence A. Smith  
Assistant County Attorney

20053P64992

**Exhibit A****Legal Description:**

The legal description of the subject property, as described in the Declarations of Trust, recorded in the office of the Circuit Court in Deed Book Number 9811, page number 132-137, dated at Miami Florida on July June 13, 1977 and July 20, 1977 and recorded on September 26, 1977 is as follows:

331 NW 20<sup>th</sup> Street 01-3136-065-0010

Tracts 11 and 12 of TOWNPARK SUB, Section 5, Township 53 South, Range 41 East, Section 36, as recorded in Plat Book 91, Page 10, of the Public Records of Miami-Dade County, Florida

336 NW 19<sup>th</sup> Street 01-3136-065-0030

Tract 13 of TOWNPARK SUB Section 5, Township 53 South, Range 41 East, Section 36, as recorded in Plat Book 91, Page 10, of the Public Records of Miami-Dade County, Florida.

309 NW 17<sup>th</sup> Street 01-3136-065-0070

Tract 17 of TOWNPARK SUB, Section 5, Township 53 South, Range 41 East, Section 36, as recorded in Plat Book 91, Page 10, of the Public Records of Miami-Dade County, Florida, being Project No. Fla. 5-33 (Stago I) and Project No. Fla. 5-33 (Stage II), and also known collectively as Project 5-33, from the coverage of said Declarations of Trust above recited.

RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA  
RECORD VERIFIED  
HARVEY RUVIN  
CLERK CIRCUIT COURT

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FROM :

FAX NO. :

Jun. 03 2002 12:41PM P6

OFF. REG BK.

20053PG4986

Instrument prepared by and return to:  
Laureen A. Varga  
Miami-Dade County  
General Services Administration  
111 NW 1<sup>st</sup> Street, Suite 2460  
Miami, FL 33128

01R6584 17 2001 DEC 64 33

### RELEASE FROM DECLARATIONS OF TRUST

This Release from Declaration of Trust (the "Amendment") is entered into this 30<sup>th</sup> day of October, 2001, by and between the United States of America acting by and through the Department of Housing and Urban Development (HUD) and Miami-Dade County, Florida.

#### WITNESSETH,

WHEREAS, the parties did enter into Declarations of Trust dated June 13, 1977 and July 20, 1977, and recorded on September 26, 1977, in the Public Records of Miami-Dade County, Florida in Official Records Book 9811 at page 132 through page 137, and

WHEREAS, HUD wishes to release the property being a part of Project No. Fla. 5-33 (Stage I) and Project No. Fla. 5-33 (Stage II), as described in Exhibit A attached (the Property), and

WHEREAS, the Property, a public housing development, described below will be conveyed by Miami-Dade County to Miami-Dade Empowerment Trust, Inc., through the County Deed attached hereto as Exhibit B, for conversion to homeownership in Overtown,

WHEREAS, the release of the Property will have the effect of converting 145 vacant dwelling units within 26 buildings to an affordable homeownership project subsequent to redevelopment of the Property,

NOW THEREFORE, for and in consideration of the mutual benefits, the receipt of which is hereby acknowledged, the parties do hereby agree that the above recitations are true and correct and that Tracts 11, 12, 13 and 17, Townpark Subdivision, Section 5, Township 53 South, Range 41 East, Section 36, as recorded in Plat Book 91, page 10, of the Public Records of Miami-Dade County, Florida, vacated by Miami-Dade County Resolution R-1287-99 and recorded in the public records of Miami-Dade County, Florida, are hereby released from those certain above cited Declarations of Trust. Further, this Release is subject to the requirement that Miami-Dade County shall retain a reversionary interest in the Property to ensure its continued use as affordable single-family residential housing.

IN WITNESS WHEREOF the parties above have set their hands and seals all as of the day and year first above written. Miami-Dade County, which has, as a Department, the Miami-Dade Housing Agency, has caused these presents to be executed in its name by its County Manager.

20053PG4987



MIAMI-DADE COUNTY, FLORIDA  
BY ITS COUNTY MANAGER

HARVEY RUVIN, CLERK

By: [Signature]

By: [Signature]

The Miami-Dade County, Florida, on the 7<sup>th</sup> day of December, 1999, foregoing was authorized and approved by Resolution No. R-1287-99 of the Board of County Commissioners of

Approved for legal sufficiency [Signature]  
Terrence A. Smith  
Assistant County Attorney

Witnesses:

United States Department of Housing and Urban  
Development

[Signature]

TERRY L. KELLEY  
print name

By: [Signature]  
Karen Cato-Turner

[Signature]  
Phillip E. Abbott  
print name

FROM :

FAX NO. :

Jun. 03 2002 12:42PM PB

OFF. REC BK.

20053PG4988

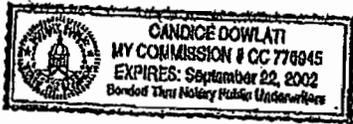
STATE OF FLORIDA

I HEREBY CERTIFY that on this 30<sup>th</sup> day of OCTOBER, 2001, before me personally appeared KAREN CATO-TULAKIS as Authorized Agent for the United States Department of Housing and Urban Development, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did acknowledge that they executed the foregoing instrument by virtue of the authority vested in them under 24 C.F.R. 200.118, for and behalf of the United States Department of Housing and Urban Development. WITNESS MY HAND AND NOTARIAL SEAL, THE DATE IN THIS ACKNOWLEDGEMENT FIRST WRITTEN.

My Commission Expires:

Candice Dowlati  
NOTARY PUBLIC, State of Florida

County of MIAMI-DADE



RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA 7  
RECORD VERIFIED  
HARVEY RUVIN  
CLERK CIRCUIT COURT

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**Part 2**  
**Tangible Personal Property**

**Part 2  
Tangible Personal Property**

ENTERPRISE COMMUNITY CENTER  
EQUIPMENT INVENTORY LIST

| Item Description | Quantity | Location      | Condition       | Disposition | Count          |    |
|------------------|----------|---------------|-----------------|-------------|----------------|----|
| N/A              | 2        | Round Tables  | Library         | good        | Donated by SBA | 10 |
| N/A              | 9        | Maroon Chairs | Library         | good        | OCED           | 8  |
| N/A              | 1        | Fax Machine   | Library         | good        | Truck          | 6  |
| N/A              | 1        | Copy Machine  | Library         | good        | Truck          | 4  |
| N/A              | 1        | Labtype Desk  | Reception Area  | good        | Truck          | 8  |
| N/A              | 3        | Art Pictures  | Reception Area  | good        | OCED           | 10 |
| N/A              | 1        | Printer       | Reception Area  | good        | Truck          | 8  |
| N/A              | 21       | Maroon Chairs | Conference Room | good        | Truck          | 8  |
| N/A              | 1        | Podium        | Conference Room | good        | Truck          | 8  |
| N/A              | 4        | Elise chairs  | Conference Room | good        | Donated by SBA | 10 |
| N/A              | 1        | Field Armour  | Conference Room | good        | Truck          | 8  |
| N/A              | 1        | White Board   | Conference Room | good        | Donated by SBA | 10 |
| N/A              | 3        | Book shelves  | Hallway         | good        | Donated by SBA | 10 |

|     |    |                         |                  |      |                     |    |
|-----|----|-------------------------|------------------|------|---------------------|----|
| N/A | 1  | Super Stretcher         | Hallway          | good | OCED                | 10 |
| N/A | 2  | Display Blue Containers | Hallway          | good | Donated by SBA      | 10 |
| N/A | 1  | Computer Monitor        | Hallway          | good | OCED                | 10 |
| N/A | 1  | Stole                   | Lunch room       | good | OCED                | 10 |
| N/A | 1  | Lunch Chairs            | Lunch room       | good | OCED                | 10 |
| N/A | 1  | Table                   | Lunch room       | good | Trust/County        | 8  |
| N/A | 1  | Message Center          | Lunch room       | good | OCED                | 10 |
| N/A | 1  | Cabinet                 | Lunch room       | good | OCED                | 10 |
| N/A | 1  | Refrigerator            | Lunch room       | good | OCED                | 10 |
| N/A | 1  | Meal Cabinet            | Storage Office   | good | OCED                | 10 |
| N/A | 62 | Blue chairs             | Storage Office   | good | Donated by SBA      | 10 |
| N/A | 1  | U Staps                 | Storage Office   | good | Donated by SBA      | 10 |
| N/A | 1  | Power Point Projector   | Storage Office   | good | Truck               | 8  |
| N/A | 1  | Chairs                  | Garret's Office  | good | OCED                | 10 |
| N/A | 1  | Business chair          | Garret's Office  | good | OCED                | 10 |
| N/A | 1  | Art Cabinets            | Garret's Office  | good | OCED                | 10 |
| N/A | 1  | U Shape Desk            | Garret's Office  | good | Donated by SBA      | 10 |
| N/A | 1  | Printer                 | Garret's Office  | good | OCED                | 10 |
| N/A | 1  | Computer                | Garret's Office  | good | OCED                | 10 |
| N/A | 1  | 27" TV                  | First Office     | good | OCED                | 10 |
| N/A | 1  | Chairs                  | First Office     | good | OCED                | 10 |
| N/A | 1  | High Chair              | First Office     | good | OCED                | 10 |
| N/A | 1  | Desk                    | First Office     | good | OCED                | 10 |
| N/A | 4  | Chairs                  | Alfonso's Office | good | OCED                | 10 |
| N/A | 4  | Desks                   | Alfonso's Office | good | Donated by SBA      | 10 |
| N/A | 4  | Chairs                  | Denise Office    | good | OCED                | 10 |
| N/A | 1  | Desk                    | Denise Office    | good | Donated by SBA      | 10 |
| N/A | 1  | Computer                | Denise Office    | good | Dade County #812768 | 10 |
| N/A | 1  | Printer                 | Denise Office    | good | OCED                | 10 |
| N/A | 2  | Art Pictures            | Denise Office    | good | OCED                | 10 |
| N/A | 2  | Book Shelves            | Denise Office    | good | Donated by SBA      | 10 |
| N/A | 2  | Desk                    | Retzlar's Office | good | Donated by SBA      | 10 |

| ID                                     | Quantity | Description    | Location         | Condition | Agency               | Quantity |
|--|----------|----------------|------------------|-----------|----------------------|----------|
| N/A                                    | 1        | Printer        | Blizakis Office  | good      | OCED                 | 10       |
| N/A                                    | 2        | Art Pictures   | Bizakid Office   | good      | OCED                 | 10       |
| N/A                                    | 1        | Credenza/Desk  | Adriana's Office | good      | TransCousy           | 6        |
| N/A                                    | 4        | Laurel Chairs  | Adriana's Office | good      | OCED                 | 10       |
| N/A                                    | 2        | Art Pictures   | Adriana's Office | good      | OCED                 | 10       |
| N/A                                    | 1        | Printer        | Adriana's Office | good      | Trust                | 5        |
| N/A                                    | 2        | Desk           | PER SCHOLAS      | good      | Trust                | 5        |
| N/A                                    | 3        | Launch Chairs  | PER SCHOLAS      | good      | OCED                 | 10       |
| <b>N.B.C. EQUIPMENT INVENTORY LIST</b> |          |                |                  |           |                      |          |
| N/A                                    | 1        | Sofa           | Marlo's Office   | good      | OCED                 | 10       |
| N/A                                    | 1        | Book Shelf     | Marlo's Office   | good      | OCED                 | 10       |
| N/A                                    | 1        | Business Chair | Marlo's Office   | good      | Trust/Commy          | 5        |
| N/A                                    | 1        | Computer       | Marlo's Office   | good      | OCED                 | 5        |
| N/A                                    | 2        | Desks          | Marlo's Office   | good      | US, Dep. Of Commerce | 5        |
| N/A                                    | 1        | L. alpha Desk  | Marlo's Office   | good      | Trust/Commy          | 5        |
| N/A                                    | 1        | Computer       | Marlo's Office   | good      | US, Dep. Of Commerce | 5        |
| N/A                                    | 1        | Table          | Halway MBECD     | good      | US, Dep. Of Commerce | 6        |
| N/A                                    | 1        | High Chair     | Halway MBECD     | good      | US, Dep. Of Commerce | 6        |

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| MIAMI-DADE EMPowerMENT TRUST, INC.<br>EQUIPMENT INVENTORY LIST |   |                        |                    |      |                      |    |  |
|--|---|------------------------|--------------------|------|----------------------|----|--|
| N/A  | 1 | Business Chair         | Mauricio Delgado   | good | Trust                | 3  |  |
| N/A  | 2 | Art Pictures           | Mauricio Delgado   | good | US, Dep. Of Commerce | 10 |  |
| N/A  | 2 | Chairs                 | Iglesias Office    | good | OCEB                 | 10 |  |
| N/A  | 1 | Shelves                | Iglesias Office    | good | Donated by SBA       | 10 |  |
| N/A  | 1 | computer               | Iglesias Office    | good | US, Dep. Of Commerce | 5  |  |
| N/A  | 1 | Printer                | Iglesias Office    | good | US, Dep. Of Commerce | 5  |  |
| N/A  | 1 | Business Chair         | Mauricio Delgado   | good | Trust                | 3  |  |
| N/A  | 1 | Calculator             | Aurora's Office    | good | Trust                | 3  |  |
| N/A  | 1 | Art Supplies           | Aurora's Office    | good | Trust                | 3  |  |
| N/A  | 1 | Shredder               | Aurora's Office    | good | Trust                | 3  |  |
| N/A  | 1 | Conference Chairs      | Aurora's Office    | good | Trust                | 3  |  |
| N/A  | 1 | Business Chair         | Aurora's Office    | good | Trust                | 3  |  |
| N/A  | 2 | 2 drawers file cabinet | Aurora's Office    | good | Trust                | 3  |  |
| N/A  | 2 | Wood Shelves           | Aurora's Office    | good | Trust                | 3  |  |
| N/A  | 1 | Coat Hanger            | Aurora's Office    | good | Trust                | 3  |  |
| N/A  | 1 | Chair                  | Rodriguez's Office | good | Trust                | 3  |  |

|                     |   |                            |                 |      |              |   |
|---------------------|---|----------------------------|-----------------|------|--------------|---|
| N/A                 | 1 | Business Chair             | Rodney's Office | good | Trust/County | 8 |
| N/A                 | 2 | Wood Shelves               | Rodney's Office | good | Trust/County | 8 |
| N/A                 | 1 | Coat Hanger                | Rodney's Office | good | Trust/County | 8 |
| N/A                 | 1 | VCR/DVD Player             | Rodney's Office | good | Trust        | 1 |
| N/A                 | 1 | Clone ITD Computer         | Rodney's Office | good | Trust        | 5 |
| N/A                 | 1 | Shelf                      | Martene's Desk  | good | Trust        | 5 |
| N/A                 | 1 | Clone ITD Computer         | Martene's Desk  | good | Trust        | 5 |
| N/A                 | 1 | Chair                      | Martene's Desk  | good | Trust        | 5 |
| N/A                 | 1 | L shape Desk               | Gracey's Desk   | good | Trust/County | 9 |
| N/A                 | 2 | Business Chair             | Gracey's Desk   | good | Trust/County | 8 |
| GE                  | 1 | Mind Rater/Printer         | Gracey's Desk   | good | Trust/County | 8 |
| HP LaserJet 2400 TM | 1 | Printer                    | Gracey's Desk   | good | Trust        | 8 |
| N/A                 | 1 | L shape Reception Desk     | Reception Area  | good | Trust/County | 4 |
| N/A                 | 1 | Twin Launch Chair          | Reception Area  | good | Trust        | 5 |
| N/A                 | 3 | 4 drawer wide file cabinet | Reception Area  | good | Trust        | 5 |
| N/A                 | 1 | Clone ITD Computer         | Computer        | good | Trust        | 5 |
| N/A                 | 1 | Round Table                | Martine's Desk  | good | Trust/County | 5 |

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|                   |   |                              |                |      |                 |   |
|-------------------|---|------------------------------|----------------|------|-----------------|---|
| N/A               | 1 | Support Chair                | Marie's Desk   | good | OCED            |   |
| N/A               | 1 | Business Chair               | Marie's Desk   | good | Trust/County    | 8 |
| N/A               | 1 | 5 drawers file cabinet       | Marie's Desk   | good | Trust           | 3 |
| N/A               | 3 | 5 drawers file cabinet       | Marie's Desk   | good | Trust           | 3 |
| N/A               | 1 | Printer                      | Marie's Desk   | good | Trust           | 3 |
| N/A               | 1 | DW Computer                  | Marie's Desk   | good | Trust           | 3 |
| Victor 1220       | 1 | Calculator                   | Marie's Desk   | good | Trust           | 6 |
| N/A               | 1 | Desk                         | Wedding Area   | good | Trust/County    | 6 |
| N/A               | 1 | Side table                   | Wedding Area   | good | OCED            | 6 |
| N/A               | 1 | Support Chair                | Wedding Area   | good | OCED            | 6 |
| N/A               | 1 | Silk Floor Plant             | Wedding Area   | good | Trust/County    | 6 |
| N/A               | 1 | Art Pictures                 | Wedding Area   | good | Trust           | 6 |
| N/A               | 1 | Conference Table             | Lydia's Office | good | Trust/County    | 6 |
| N/A               | 1 | Chairs                       | Lydia's Office | good | Trust/County    | 6 |
| N/A               | 3 | Wood Shelves                 | Lydia's Office | good | Trust/County    | 6 |
| N/A               | 1 | Scale Table                  | Lydia's Office | good | Trust/County    | 6 |
| N/A               | 1 | Art Pictures                 | Lydia's Office | good | Trust           | 6 |
| hp laptop 2800    | 1 | Dell Laptop computer         | Lydia's Office | good | County # 835651 | 3 |
| HP LaserJet 1200  | 1 | Printer                      | Lydia's Office | good | Trust           | 3 |
| Optiplex 745      | 1 | Dell Computer                | Lydia's Office | good | Trust           | 2 |
| N/A               | 2 | Art Pictures                 | Lydia's Office | good | Trust           | 3 |
| N/A               | 2 | 5 drawers beige file cabinet | Hellway        | good | Trust           | 6 |
| N/A               | 3 | 5 drawers beige file cabinet | Hellway        | good | Trust           | 6 |
| N/A               | 3 | Storage Cabinet              | Supply Room    | good | Trust           | 6 |
| N/A               | 1 | Shelf                        | Supply Room    | good | Trust           | 6 |
| N/A               | 1 | Desk                         | Supply Room    | good | Trust/County    | 6 |
| N/A               | 1 | DVCR                         | Supply Room    | good | Trust/County    | 6 |
| N/A               | 2 | 5 drawers beige file cabinet | Supply Room    | good | Trust           | 6 |
| N/A               | 2 | Small table                  | Supply Room    | good | Trust           | 6 |
| Canon Image 80001 | 1 | Copy Machine                 | Supply Room    | good | Trust           | 6 |
| HP LaserJet 1200  | 1 | Printer                      | Supply Room    | good | Trust           | 6 |

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|              |   |                              |              |             |                      |   |
|--------------|---|------------------------------|--------------|-------------|----------------------|---|
| Room 440NF   | 1 | Fax Machine                  | Supply Room  | good        | County # 887229      | 5 |
| N/A          | 1 | Art Pictures                 | Supply Room  | good        | Trust                | 5 |
| IBM          | 1 | Typewriter                   | Empty Office | good        | County # 65-091-1008 | 8 |
| Compaq       | 3 | Computer                     | Empty Office | Not Working | Trust                | 8 |
| N/A          | 3 | Clone 17D Computer           | Empty Office | Not Working | Trust                | 8 |
| Office 1701  | 1 | Desk with Server Computer    | Empty Office | good        | Trust                | 8 |
| N/A          | 2 | Flat screen Monitors         | Empty Office | good        | Trust                | 3 |
| N/A          | 1 | Drawer with combination safe | Empty Office | good        | Trust                | 5 |
| N/A          | 1 | L shape Desk                 | Empty Office | good        | Trust                | 8 |
| N/A          | 1 | Table                        | Empty Office | good        | Trust                | 1 |
| N/A          | 4 | Maroon Chairs                | Empty Office | good        | Trust                | 8 |
| N/A          | 1 | Round table                  | Empty Office | good        | Trust                | 5 |
| N/A          | 1 | Business Chair               | Empty Office | good        | Trust                | 5 |
| N/A          | 1 | Shredder                     | Empty Office | good        | Trust                | 3 |
| N/A          | 2 | 5 drawer 18" file cabinet    | Empty Office | good        | Trust                | 3 |
| N/A          | 1 | Calculator                   | Empty Office | good        | Trust                | 5 |
| Opitplex 820 | 1 | Desk Computer                | Empty Office | good        | Trust                | 5 |
| N/A          | 1 | Shredder                     | Empty Office | good        | Trust                | 2 |
| N/A          | 1 | Round table                  | Empty Office | good        | Trust                | 8 |
| N/A          | 1 | Art Pictures                 | Empty Office | good        | Trust                | 3 |
| N/A          | 1 | U shape Desk                 | Empty Office | good        | Trust                | 1 |
| N/A          | 1 | Credenza                     | Empty Office | good        | Trust                | 5 |

|                 |   |                            |                 |      |                         |   |
|-----------------|---|----------------------------|-----------------|------|-------------------------|---|
| HP DeskJet 885c | 1 | Printer                    | Tina's Office   | good | Trust                   | 5 |
| OptiPlex GX 620 | 1 | Dell Computer              | Trust's Office  | good | Trust                   | 1 |
| N/A             | 1 | U Shape Desk               | Alvaro's Office | good | Trust/County            | 5 |
| N/A             | 3 | Maroon Chairs              | Alvaro's Office | good | OCEID                   | 5 |
| N/A             | 1 | Calculator                 | Alvaro's Office | good | Trust                   | 5 |
| N/A             | 1 | 3 drawers 18" file cabinet | Alvaro's Office | good | Trust                   | 5 |
| N/A             | 4 | Blue chairs                | KITCHEN         | good | Trust/County            | 5 |
| N/A             | 1 | Coffee Maker               | KITCHEN         | good | Trust                   | 5 |
| N/A             | 1 | Water Dispenser            | KITCHEN         | good | Trust                   | 5 |
| N/A             | 1 | U Shape Desk               | Abby's Office   | good | Trust/County            | 5 |
| N/A             | 1 | Clone LTD Computer         | Abby's Office   | good | Trust                   | 5 |
| N/A             | 1 | Dell Computer              | Jesly's Office  | good | County's assets (Trust) | 1 |
| N/A             | 1 | Calculator                 | Jesly's Office  | good | Trust                   | 2 |
| N/A             | 1 | Credenza                   | Jesly's Office  | good | Trust/County            | 5 |
| N/A             | 1 | Business Chair             | Jesly's Office  | good | OCEID                   | 5 |
| N/A             | 1 | 3 drawer 18" file cabinet  | Jesly's Office  | good | Trust                   | 5 |
| N/A             | 3 | 2 drawer 18" file cabinet  | Loft's Office   | good | Trust                   | 5 |



**Part 3**  
**Cash and Cash Equivalents**

All of the funds held in accounts maintained by any banking or financial institution on behalf of the Trust other than the retained funds.

- a) Escrow Account Balance (\$1,948,073) held by Holland and Knight LLP, under Escrow Agreement with Miami-Dade County Empowerment Trust, Inc. and Villas of St. Agnes, LLC dated May 1, 2006. Of the \$1,948,073 being held, \$1,217,546 is earned by the Miami-Dade County Empowerment Trust, Inc. as developer and \$730,527 is considered federal program income, to be returned to Miami-Dade County.
- b) Empowerment Trust, Inc. Operating Account being held by Citibank (attached is the latest bank statement)
- c) One United Bank account for State Empowerment Zone Funds (attached is the latest bank statement)

**CLOSING STATEMENT AND DISBURSEMENT STATEMENT -- 9/26/07**  
**Villas of St. Agnes Condominium**

|   |                |                       |
|---|----------------|-----------------------|
| <b>Seller Proceeds</b>  |                | <b>\$7,848,073.20</b> |
| Commissions paid to Coconut Grove Realty *  | \$371,175.00   |                       |
| Initial Working Capital *   | \$19,201.60    |                       |
| Seller's Contribution *   | \$463,927.73   |                       |
| Title Work including endorsements *   |                |                       |
| First American Title Insurance Company  | \$72,851.96    |                       |
| <b>Disbursement to Sellers</b>  |                | <b>\$5,650,000.00</b> |
| August 11, 2006   | \$3,400,000.00 |                       |
| September 19, 2006  | \$900,000.00   |                       |
| March 26, 2007  | \$700,000.00   |                       |
| August 16, 2007   | \$650,000.00   |                       |
| <b>Closing Costs</b>  |                | <b>\$250,000.00</b>   |
| Includes Legal Fees, recording costs, Federal Express,<br>delivery costs, preparation of Condo Docs |                |                       |
| <b>Net Amount to Seller</b>   |                | <b>\$1,948,073.20</b> |
| <b>Left to be disbursed to Homeowners</b>   |                |                       |
| From IDA Accounts   |                | \$0.00                |
| <b>To be collected from MMAP</b>  |                |                       |
| For Unit 35   |                | \$5,700.00            |

\* Amount has already been deducted from Seller Proceeds.

\*\* Net amount in our Trust Account is \$2,065,956.03

\*\* This amount shows an overage amount due to fees and charges that have not yet been disbursed. Any amount left over after additional recordings, copies and miscellaneous charges will be returned to Seller with detailed accounting statement.



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**BALANCE SUMMARY**

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Balance Summary Report for All Groups as of Feb 27, 2008 at 4:14 PM EST

| Deposit Accounts      | Posting Date | Start of Day Ledger | Start of Day Available | Current Ledger    | Current Available |
|-----------------------|--------------|---------------------|------------------------|-------------------|-------------------|
| Checking              | 02/26/2008   | 85,426.69           | 85,426.69              | 85,426.69         | 85,426.69         |
| IMMA                  | 02/26/2008   | 672,692.16          | 672,692.16             | 672,692.16        | 672,692.16        |
| Savings               | 02/26/2008   | 0.00                | 0.00                   | 0.00              | 0.00              |
| CD (current value)    | 02/26/2008   | 0.00                | -                      | -                 | -                 |
| <b>Total Deposits</b> |              | <b>758,118.85</b>   |                        | <b>758,118.85</b> | <b>758,118.85</b> |

| Credit Accounts                 | Date       | Unpaid Loan Amount | Credit Line | Payoff Amount | Credit Used | Credit Available |
|---------------------------------|------------|--------------------|-------------|---------------|-------------|------------------|
| Loans*                          | 02/27/2008 | 0.00               | NA          | 0.00          | NA          | NA               |
| Credit*                         | 02/27/2008 | NA                 | 0.00        | 0.00          | 0.00        | 0.00             |
| Credit Cards                    | 02/27/2008 | -                  | -           | 0.00          | -           | 0.00             |
| Personal Ready Credit           | 02/27/2008 | -                  | 0.00        | -             | 0.00        | 0.00             |
| Personal Checking Plus          | 02/27/2008 | -                  | 0.00        | -             | 0.00        | 0.00             |
| <b>Total Credit &amp; Loans</b> |            | <b>0.00</b>        | <b>0.00</b> | <b>0.00</b>   | <b>0.00</b> | <b>0.00</b>      |

\*Valid as of close of business yesterday. May not include all charges, e.g. prepayment premiums.

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000673

MIAMI-DADE EMPOWERMENT TRUST INC  
 3050 BISCAYNE BLVD SUITE 300  
 MIAMI FL 33137-4143

Page Number

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Statement Date

JAN 31, 2008

Account Number

1002020492

**Account Summary - For UNRA - Choice Money Market - 1002020492**

| Starting Balance | + | Deposits | + | Interest Paid | - | Withdrawals | - | Service Charges | = | Ending Balance |
|------------------|---|----------|---|---------------|---|-------------|---|-----------------|---|----------------|
| 45,879.20        |   | 0.00     |   | 38.86         |   | 0.00        |   | 0.00            |   | 45,918.06      |

**Transactions**

| Date   | Description      | Checks/Debits | Deposits/Credits | Balance   |
|--------|------------------|---------------|------------------|-----------|
| JAN 01 | Starting Balance |               |                  | 45,879.20 |
| JAN 31 | Credit Interest  |               | 38.86            | 45,918.06 |

**Interest Summary**

| Average Daily Balance | Minimum Balance for Period | Interest Period       | Days in Period | Interest Earned | Annual Percentage Yield Earned | Interest Paid YTD |
|-----------------------|----------------------------|-----------------------|----------------|-----------------|--------------------------------|-------------------|
| 45,879.20             | 45,879.20                  | 01/01/2008-01/31/2008 | 31             | 38.86           | 1.01%                          | 38.86             |

**Rate Changes**

| Date   | Rate  | Date | Rate | Date | Rate |
|--------|-------|------|------|------|------|
| MAR 26 | 1.00% |      |      |      |      |

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**Part 4**  
**Program Portfolio's**

- a) Community Development Revolving Loan Portfolio Assignment
- b) Venture Capital Investment Fund
- c) Neighborhood Small Business Equity Investment
- d) Micro Loan Fund

CDRLF Portfolio Report

|              |                           |    |           |  |
|--------------|---------------------------|----|-----------|--|
| BAC00020117  | Art Hall Protection, Inc  | \$ | 580,074   | Judgement received                               |
| BAC00020134  | Overnight Success, Inc    | \$ | 63,973    | Collections Attorney                             |
| BAC00020140  | Platinum PCS, Inc.        | \$ | 33,566    | Phase II collections completed, unable to locate |
| BAC00020142  | Overnight Success, Inc    | \$ | 65,929    | Collections Attorney                             |
| BAC00020142A | Overnight Success, Inc    | \$ | 3,193     | Collections Attorney                             |
| BAC00020151  | American Precoat Inc      | \$ | 58,967    | Collections receiving monthly payments           |
| BAC00020152  | American Precoat Inc      | \$ | 86,787    | Collections receiving monthly payments           |
| BAC00020177  | Tonelli, Inc.             | \$ | 18,349    | Phase II collections completed, unable to locate |
| BAC00020214  | Vanessa's Café            | \$ | 27,997    | Judgement received                               |
| BAC00020215  | Vanessa's Café            | \$ | 12,000    | Judgement received                               |
| BAC00020132  | FERGO Universal Clothing  | \$ | 266,530   | Legal action underway                            |
| BAC00020136  | Leno Transportation, Inc. | \$ | 10,776    | Under payment agreement                          |
| BAC00020136  | Leno Transportation, Inc. | \$ | 62,702    | Under payment agreement                          |
| BAC00020204  | Viva La Guayabera         | \$ | 208,312   | Collections Attorney                             |
| BAC00008247  | World Printing            | \$ | 270,994   | Current per payment agreement                    |
| CDRLF001     | KATMA Enterprises         | \$ | 18,497    | Collections Attorney                             |
| CDRLF004     | Vanessa's Café            | \$ | 50,000    | Judgement received                               |
| CDRLF005     | KATMA Enterprises         | \$ | 15,881    | Collections Attorney                             |
| CDRLF003     | WKL II & Associates       | \$ | 311,372   | current  |
| CDRLF008     | WKL II & Associates       | \$ | 104,021   | Paid Off   |
| CDRLF015     | Diaspora Food             | \$ | 49,505    | Pending payment agreement                        |
| CDRLF007     | Work America Inc          | \$ | 45,784    | Past Due   |
| CDRLF009     | Titi's Drink, LLC         | \$ | 79,864    | Under payment agreement                          |
| CDRLF011     | Asset Based Lending Corp  | \$ | 110,347   | Current  |
| CDRLF012     | Smarthouse Salon          | \$ | 21,712    | Current  |
| CDRLF014     | Caribbean Equipment       | \$ | 21,904    | Current  |
| CDRLF016     | WRP Transportation        | \$ | 30,899    | Current  |
| CDRLF017     | Opa Lock CDC              | \$ | 12,477    | Current  |
| CDRLF018     | Dedicated Transportation  | \$ | 116,163   | Under payment agreement                          |
| CDRLF019     | Titi's Drink, LLC         | \$ | 30,134    | Under payment agreement                          |
| CDRLF020     | Titi's Drink, LLC         | \$ | 77,465    | Under payment agreement                          |
| CDRLF021     | Coachman Tile, Inc.       | \$ | 100,000   | Paid Off   |
| CDRLF022     | Flossy Development, LLC.  | \$ | 137,468   | Current  |
| CDRLF023     | African Foods & Art       | \$ | 354,462   | Current  |
| CDRLF024     | La Victoria               | \$ | 19,630    | Current  |
| CDRLF025     | Hispavision Corporation   | \$ | 82,761    | Current  |
| CDRLF027     | Jobs for Miami            | \$ | 129,654   | Rewrite Consideration                            |
|              |                           | \$ | 3,674,749 |  |

LOANS NOT ON SYSTEM

|                            |    |         |                     |
|----------------------------|----|---------|---------------------|
| All Miami Press Inc        | \$ | 90,000  | 11/01/88 Delinquent |
| Margaret's Designs         | \$ | 63,000  | 03/27/87 Delinquent |
| W B Koon                   | \$ | 50,000  | 04/30/85 Delinquent |
| Z-Mart Discount Stores     | \$ | 92,262  | 12/30/83 Bankruptcy |
| Vickers of Central Florida | \$ | 250,000 | 09/16/88 Delinquent |

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### Miami Dade Empowerment Trust Loan Schedule

| EZ0001 | Embroider It, Inc.                         | \$ 5,000   |
|--------|--|------------|
| EZ0002 | Lee J. Bethune                             | \$ 5,000   |
| EZ0003 | Gerald's Graphic's & Printing              | \$ 5,000   |
| EZ0004 | L & J Grocery Corp.                        | \$ 5,000   |
| EZ0005 | School Daze Uniforms, Inc.                 | \$ 5,000   |
| EZ0006 | Henry Barbary                              | \$ 5,000   |
| EZ0007 | Elizabeth Bradley                          | \$ 5,000   |
| EZ0008 | J & I, Inc.                                | \$ 5,000   |
| EZ0009 | James V. Forbes                            | \$ 5,000   |
| EZ0010 | The Flame Family, Inc.                     | \$ 5,000   |
| EZ0011 | Joe's Radiator Service of Homestead, Inc.  | \$ 5,000   |
| EZ0012 | Antionette Keaton                          | \$ 5,000   |
| EZ0013 | Eliza Johnson                              | \$ 5,000   |
| EZ0014 | Harvey Family Childcare                    | \$ 5,000   |
| EZ0015 | Lockhart Publishing                        | \$ 5,000   |
| EZ0016 | Pro Courier & multi Service Company        | \$ 5,000   |
| EZ0017 | The New Horizons Cleaning Service of Miami | \$ 5,000   |
| EZ0018 | Lonnie Peavy                               | \$ 5,000   |
| EZ0019 | María G. Valdez                            | \$ 25,000  |
| EZ0020 | Embroider It, Inc.                         | \$ 13,000  |
| EZ0021 | Sandy Walker d/b/a Gospel Truth            | \$ 200,000 |
| EZ0022 | Women's Group +                            | \$ 50,000  |
| EZ0023 | Eliezer Dordolle                           | \$ 5,000   |
| EZ0024 | Horizon Flowers & Gifts                    | \$ 5,000   |
| EZ0025 | Carpe Diem Adventures, Inc.                | \$ 5,000   |
| EZ0026 | Cane A Sucre                               | \$ 35,000  |
| EZ0027 | A & T Development, Corp.                   | \$ 85,000  |
| EZ0028 | Palmetto Homes of Miami, Inc.              | \$ 80,000  |
| EZ0029 | Rosebriar, Inc., (Land)                    | \$ 117,000 |
| EZ0030 | Rosebriar, Inc., (Working Capital)         | \$ 173,000 |
| EZ0031 | PAVE                                       | \$ 75,000  |
| EZ0032 | Golden City Partners LLC                   | \$ 250,000 |
| EZ0033 | Ice Magic of SE Florida                    | \$ 100,000 |
| EZ0034 | Women's Group +                            | \$ 250,000 |
| EZ0035 | JEAN PIERRE DENIS                          | \$ 5,000   |
| EZ0036 | MGM Inc.                                   | \$ 5,000   |
| EZ0037 | RAFAEL HERNANDEZ                           | \$ 35,000  |
| EZ0038 | Bannerman Landscaping                      | \$ 100,000 |
| EZ0039 | The Produce Connection Trucking, Inc       | \$ 150,000 |
| EZ0040 | FERGO Universal Clothing                   | \$ 200,000 |
| EZ0041 | Heribert Kletzenbauer                      | \$ 110,000 |
| EZ0042 | Arrow Recycling                            | \$ 120,000 |
| EZ0043 | Architectural Business Company             | \$ 5,000   |
| EZ0046 | Overtown Manufacturing                     | \$ 75,000  |
| EZ0047 | Contractors Resource Center                | \$ 25,000  |
| EZ0048 | LOKC Design, Inc                           | \$ 5,000   |
| EZ0052 | Berrontaj, Inc                             | \$ 325,000 |
| EZ0053 | Bottom Grounds Records                     | \$ 65,000  |
| EZ0054 | Polinclana Village Condominium Assoc. Inc  | \$ 10,890  |
| EZ0055 | Nene's Italiania, Inc.                     | \$ 18,000  |
| EZ0056 | Silver Moon Entertainment, Inc.            | \$ 100,000 |
| EZ0057 | Palmetto Homes of Miami, Inc.              | \$ 250,000 |
| EZ0058 | Cosini Corp.                               | \$ 90,000  |
| EZ0059 | Birthing Center of South Florida           | \$ 2,500   |

|        |                                       |    |           |
|--------|---------------------------------------|----|-----------|
| EZ0060 | Carlina Jones                         | \$ | 5,000     |
| EZ0062 | Haitian Broadcasting Network          | \$ | 400,000   |
| EZ0064 | HealingEdge Wellness Center           | \$ | 100,000   |
| EZ0065 | World Wide Concessions Bayside LLC    | \$ | 500,000   |
| EZ0066 | Starr School Caterers, Inc.           | \$ | 60,000    |
| EZ0067 | MOVERS, Inc.                          | \$ | 80,000    |
| EZ0068 | Red Rock Global of Florida, LLC       | \$ | 300,000   |
| EZ0069 | St. Johns CDC                         | \$ | 58,000    |
| EZ0070 | Hidden Curriculum                     | \$ | 100,000   |
| EZ0071 | African Food & Arts                   | \$ | 350,000   |
| EZ0072 | Empowerment For Success, Inc.         | \$ | 150,000   |
| EZ0073 | Bato Productions, Inc                 | \$ | 150,000   |
| EZ0074 | La Victoria distributors              | \$ | 300,000   |
| EZ0076 | Auburndale LLC                        | \$ | 200,000   |
| EZ0077 | Two Ladies Cleaners Enterprises, Inc. | \$ | 5,000     |
| EZ0078 | Happy Children of Overtown            | \$ | 100,000   |
| EZ0079 | Access Tools, Inc.                    | \$ | 250,000   |
| EZ0080 | Peninsula Edison Plaza, LLC           | \$ | 1,000,000 |
| EZ0081 | Poinciana Partners, LLLP              | \$ | 3,000,000 |
|        |                                       |    |           |

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**Part 5**  
**Proprietary Software**

Software Agreement between the Miami-Dade County Empowerment Trust, Inc.  
and Northridge Systems, Inc. All other software agreements.

**Part 6**  
**Assumed Contracts**

1. Construction Loan Agreement between the Miami-Dade County Empowerment Trust, Inc., as Lender and Poinciana Partners, LLLP, as Borrower, dated August 23, 2006;
2. Agreement for Professional Engagement dated July 3, 2007 between:  
    Berenfield, Spritzer, Schecter and Sheer, CPA's  
    (Bankruptcy Assistance);  
    Mitchell E. Jacobs, Esq. (Collection Attorney);  
    Valley Bank; and MDET.
3. Stipulation Settlement and Release Agreement dated November 3, 2005 between the Miami-Dade County Empowerment Trust, Inc. and Transworld Systems, Inc.
4. Contingent Employment and Fee Agreement with Mitchell E. Jacobs, P.A.

**Schedule 3**  
**Liabilities of Miami-Dade Empowerment Trust**  
**To Be Assumed by Miami-Dade County**

- 1) Transferred Assets: All obligations of MDET related to any transferred assets or assumed contracts, including without limitation real property leases.
- 2) Liability for any unpaid property taxes other than those provided for pursuant to the terms of the Agreement and schedule 9(b).
- 3) Any liability related to government funded programs and program commitments.
- 4) Indemnification: Indemnification of officers and directors of MDET under the terms of the Program Assumption Agreement and Transition Plan.

**Schedule 6**  
**Transitional Consultants**

Aundra Wallace

Rodney Carey

**Schedule 9**

- Schedule 9(a): Listing of disbursements being held by the Trust as of 10/29/2007 which will be paid pursuant to the terms of the Agreement (see attachment)
- Schedule 9(c): Approved Categories of Transitional Expenses (see attachment)
- Schedule 9(d): Payment of Property Taxes shall consist of payment in the amount of \$14,000 of overdue taxes on the infill property and payment in the amount of \$100,000 of taxes due on the Poinciana parcels that are subject to the Ground Lease between the Trust and Poinciana Partners LLLP dated May 4, 2005.

| DISBURSEMENTS BEING HELD IN THE TRUST OFFICE as of 10/29/2007           |                     |  |
|---|---------------------|--|
| Name  | Amount              |  |
| M. Gill & Associates  | \$4,166.67          |  |
| Bellsouth Telecommunications Systems, Inc                               | \$262.97            |  |
| Per Scholas, Inc.   | \$29,129.70         |  |
| Friends of the Drug Court, Inc.   | \$88,383.51         |  |
| Greater Bethel AME Church   | \$7,080.45          |  |
| Bellsouth Telecommunications Systems, Inc                               | \$483.54            |  |
| Southeast Dade Ministerial Alliance                                     | \$9,923.12          |  |
| Adriana Diaz Masvidal   | \$152.29            |  |
| Business and Technology Dev. Corp. dba Carrie P. Meek Ctr. For Business | \$3,000.00          |  |
| Rafael Hernandez Housing & Econ. Dev. Corp.                             | \$1,050.00          |  |
| Miami Bethany Community Services, Inc.                                  | \$1,695.56          |  |
| Miami Bethany Community Services, Inc.                                  | \$2,285.14          |  |
| Miami Bethany Community Services, Inc.                                  | \$2,600.00          |  |
| Miami Bethany Community Services, Inc.                                  | \$10,419.30         |  |
| Per Scholas, Inc.   | \$22,485.88         |  |
| Per Scholas, Inc.   | \$19,742.69         |  |
| Per Scholas, Inc.   | \$10,796.31         |  |
| Per Scholas, Inc.   | \$3,219.80          |  |
| M. Gill & Associates  | \$4,166.67          |  |
| <b>Total</b>  | <b>\$216,875.93</b> |  |

## **Categories of Transitional Expenses**

Personnel Cost

Accounting/Consulting

Information Technology Maintenance

Telecommunications

Office & Computer Supplies

Copier Equipment

Legal

Building Lease

Machinery & Equipment

Insurance

Miscellaneous

**Schedule 11**  
**Equity Investments and Partnership Interests**

- 1) Equity Investments (see attachment)
- 2) Limited Partnership interest in Poinciana Partners, LLLP

# Equity Investments

Miami-Dade Empowerment Trust, Inc.  
Equity Investments as of September 30, 2006 and June 30, 2007<sup>3</sup>

| Investment Name  | Investment Type | Issue Date           | Investment Balance | Investment Balance | Status       |
|--|-----------------|----------------------|--------------------|--------------------|--------------|
| <b>LEASA NEW MARKETS REAL ESTATE HOLDING CO (EZ0075)</b><br>* L. George Yap; Andrew Yap<br>49% ownership interest; annual 3% dividends accrued, payable annually after third year. Investment convertible to grant over 8-year period if performance conditions met.   | GF              | 11/09/01<br>11/30/14 | \$ 1,000,000       | \$ 1,000,000       | NDP          |
| <b>PATTY KING INC (ASIAN COURT INC) (EZ0049)</b><br>* Gary Chin; Warren Chung; Gary Testes; Colin Chang<br>10% ownership interest; annual 4% dividends for 5 years, full repayment at 60 months. Convertible to loan at 60 months if principal and dividend payments not met. Loan to be repaid with interest at 10% in 60 equal monthly installments of principal and interest. | EZ              | 12/31/02<br>12/31/07 | 200,000            | 200,000            | C            |
| <b>DIAPERS EMPOWERMENT ZONE NEW MARKETS LLC (EZ0061)</b><br>d/b/a BABY CITY <sup>1</sup><br>* Sean F. Kelly<br>20% membership interest and 5% priority distribution of profits.  | VCF             | 08/22/03<br>08/22/08 | 200,000            | 200,000            | NP/S         |
| <b>DIAPERS ETC. FACTORY OUTLET STORES LLC - CORPORATE LOCATION</b><br>* Sean F. Kelly<br>20% membership interest and 5% priority distribution of profits.  | EZ              | 02/28/02<br>02/28/07 | 90,000             | 90,000             | NP/S X       |
| <b>DIAPERS ETC. FACTORY OUTLET STORES LLC (EZ0045)</b><br>d/b/a BABY CITY - HOMESTEAD BRANCH<br>20% membership interest and 5% priority distribution of profits.   | EZ              | 05/01/02<br>05/01/07 | 90,000             | 90,000             | NP/S         |
| <b>DIAPERS ETC. FACTORY OUTLET STORES LLC (EZ0051)</b><br>d/b/a BABY CITY - LITTLE HAVANA BRANCH<br>20% membership interest and 5% priority distribution of profits.   | EZ              | 03/21/03<br>03/21/08 | 90,000             | 90,000             | NP/S         |
| Entity Total   |                 |                      |                    | \$ 1,670,000       | \$ 1,670,000 |
|  |                 |                      |                    | \$ 1,670,000       | \$ 1,670,000 |

Source: Miami-Dade County FAMIS General Ledger, Miami-Dade Empowerment Trust, Inc. Loan Trial Balance as of 9/30/06, and other loan records.  
 Funding Source - EZ = Empowerment Zone funds; GF = County General Fund; VCF = Venture Capital Fund  
 Status - C = Current; NDP = No dividends paid; NP/S = No profits / Location sold.  
 d/b/a = Doing Business As  
<sup>1</sup> The initial investment in this company was for \$170,000. An additional investment of \$30,000 was authorized on July 22, 2004 by Board resolution 07-06-2004.  
<sup>2</sup> Business not currently shown with an active Local Tax Account (Occupational License) on Tax Collector, Miami-Dade County.  
<sup>3</sup> Balances remained unchanged as of June 30, 2007.

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