

MEMORANDUM

TC

Agenda Item No. 2(A)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: June 9, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the First Amendment to Joint Development Agreement with Out of Foster Foundation, Inc. and Res-Des Palmetto, LLC for Palmetto Station Transit-Oriented Development Project; approving Phase I Ground Lease Agreement; authorizing the County Mayor to execute same and exercise all rights contained therein, including termination and renewal; approving revised master plan and project schedule; authorizing execution of future ancillary agreements and related documents; and authorizing all actions necessary to implement the Project

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez.



Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001



MEMORANDUM (Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 21, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- ☒ **“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**
- ☐ **Statement of social equity required**
- ☐ **Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- ☐ **No committee review**
- ☐ **Requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) to approve**
- ☐ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No.

RESOLUTION NO. _____

RESOLUTION APPROVING THE FIRST AMENDMENT TO JOINT DEVELOPMENT AGREEMENT WITH OUT OF FOSTER FOUNDATION, INC. AND RES-DES PALMETTO, LLC FOR PALMETTO STATION TRANSIT-ORIENTED DEVELOPMENT PROJECT; APPROVING PHASE I GROUND LEASE AGREEMENT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL RIGHTS CONTAINED THEREIN, INCLUDING TERMINATION AND RENEWAL; APPROVING REVISED MASTER PLAN AND PROJECT SCHEDULE; AUTHORIZING EXECUTION OF FUTURE ANCILLARY AGREEMENTS AND RELATED DOCUMENTS; AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT THE PROJECT

WHEREAS, Miami-Dade County (the “County”), through the Department of Transportation and Public Works (“DTPW”), owns certain real property surrounding and adjacent to the Palmetto Metrorail Station (the “Palmetto Station Property”); and

WHEREAS, on September 1, 2022, this Board adopted Resolution No. R-831-22 approving that certain Joint Development Agreement for the Palmetto Station Property (the “Development Agreement”) pursuant to Section 125.379, Florida Statutes, for the development of a mixed-use transit-oriented development project consisting of workforce and affordable housing, transit-supportive infrastructure, structured parking facilities, commercial uses, and related public improvements; and

WHEREAS, the Development Agreement originally contemplated a development structure whereby Out of Foster Foundation, Inc., formerly known as MagicWaste Youth Foundation, Inc. (“Foundation”), would serve as the primary developer under the Development Agreement, with RES-DES Palmetto, LLC serving as development partner and major sublessee; and

WHEREAS, during implementation of the Project and in connection with institutional lender underwriting, financing review, and predevelopment activities, the parties determined that the original subleasehold and operating structure materially constrained the ability to secure commercially reasonable financing for the Project; and

WHEREAS, the proposed First Amendment to the Development Agreement restructures the Project to permit the Developer and its affiliated entities to enter directly into ground leases with the County for each Project phase while preserving the Foundation’s role relating to youth housing operations and community-oriented programming; and

WHEREAS, the proposed amendments are intended to improve the financeability, constructability, operational efficiency, and long-term deliverability of the development while preserving and enhancing the County’s public objectives relating to workforce housing, transit-oriented development, structured transit parking, and activation of County-owned transit-adjacent property; and

WHEREAS, the proposed First Amendment revises the Project phasing structure, modifies the Master Plan and Project Schedule, restructures the parking facility ownership and operational framework, and authorizes development of the Project in two required phases together with an optional future third phase; and

WHEREAS, as amended, the Project will include a minimum of 929 workforce and community housing units, together with an optional future phase containing a minimum of 212 additional community housing units; and

WHEREAS, the development will include workforce housing units, military housing units, transit operator housing units, youth housing units, community-oriented commercial space, community office space, station improvements, structured parking facilities, transit-supportive infrastructure, and related public improvements; and

WHEREAS, the development will preserve a minimum of 550 dedicated transit-user parking spaces for the exclusive use of DTPW and patrons utilizing the Palmetto Metrorail Station; and

WHEREAS, the proposed amendments provide that the parking facilities will be constructed, owned, operated, and maintained by the Developer or applicable leasehold tenant at no cost to the County, while preserving DTPW's exclusive operational rights to the dedicated transit-user parking spaces; and

WHEREAS, the development is expected to generate substantial public benefits, including long-term workforce and affordable housing adjacent to high-capacity transit infrastructure, enhanced pedestrian connectivity, transit-supportive economic activity, structured replacement parking, increased transit ridership opportunities, and activation of underutilized County-owned property; and

WHEREAS, the County will receive lease revenues and other economic consideration pursuant to the proposed agreements while incurring no responsibility for vertical construction costs, parking facility construction costs, financing obligations, or operational expenses associated with the Project,

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

Section 1. This Board incorporates and approves the foregoing recitals as if fully set forth herein.

Section 2. This Board finds that the Project and the agreements approved herein serve valid public purposes, including but not limited to advancement of transit-oriented development, workforce and affordable housing production, enhancement of transit-supportive infrastructure, activation of County-owned land, promotion of transit ridership, enhancement of mobility opportunities, and economic development within Miami-Dade County.

Section 3. This Board approves the First Amendment to the Joint Development Agreement for the Palmetto Station Transit-Oriented Development Project between Miami-Dade County, Out of Foster Foundation, Inc., and RES-DES Palmetto, LLC, in substantially the form attached hereto.

Section 4. This Board approves the revised Master Plan and revised Project Schedule associated with the Project as set forth in the First Amendment to the Development Agreement.

Section 5. This Board approves the Phase I Ground Lease Agreement between Miami-Dade County and Palmetto Crossings, LLC, in substantially the form attached hereto.

Section 6. This Board authorizes the County Mayor or County Mayor's designee to execute the First Amendment to the Development Agreement and the Phase I Ground Lease Agreement, to execute all ancillary agreements and documents contemplated thereby, and to exercise all rights, remedies, termination provisions, extension provisions, consent rights, and other provisions contained therein.

Section 7. This Board further authorizes the County Mayor or County Mayor's designee to execute and deliver future ancillary documents, amendments, estoppels, parking agreements, recognition agreements, subordination agreements, memoranda of lease, easements, consents, certificates, amendments to schedules and exhibits, and other documents necessary to effectuate the intent of the agreements approved herein, subject to review and approval by the County Attorney's Office for legal sufficiency.

Section 8. This Board authorizes the County Mayor or County Mayor's designee to take all actions necessary to implement the Project and the agreements approved herein.

Section 9. The County Mayor or County Mayor's designee shall provide a copy of each fully executed agreement approved herein to the Property Appraiser's Office and the Clerk of the Board within 30 days of execution in accordance with Resolution No. R-791-14.

Section 10. This Board directs the County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, to cause to be recorded in the public record the lease agreement, or memorandum of lease agreement, covenants, reverters and mortgages creating or reserving a real property interest in favor of the County and to provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. This Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The foregoing resolution was sponsored by Commissioner Juan Carlos Bermudez and 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:

Anthony Rodriguez, Chairman
Kionne L. McGhee, Vice Chairman

Marleine Bastien
Sen. René García
Roberto J. Gonzalez
Danielle Cohen Higgins
Natalie Milian Orbis
Micky Steinberg

Juan Carlos Bermudez
Oliver G. Gilbert, III
Keon Hardemon
Vicki L. Lopez
Raquel A. Regalado

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of July, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Bruce Libhaber

FIRST AMENDMENT TO JOINT DEVELOPMENT AGREEMENT
OF PALMETTO STATION PROPERTY

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “Amendment”), dated as of the ____ day of _____, 2026 (the “Amendment Effective Date”), is made by and among MIAMI-DADE COUNTY, a political subdivision of the State of Florida, through the Miami-Dade Department of Transportation and Public Works, having its principal office and place of business at 701 N.W. 1st Court, Suite 1700, Miami, Florida 33136 (hereinafter collectively called “County” or “DTPW”), OUT OF FOSTER FOUNDATION, INC. (F/K/A MAGICWASTE YOUTH FOUNDATION, INC.), a Florida not-for-profit corporation, having an office and place of business at 8600 NW 17th Avenue, Suite 130, Doral, Florida 33126 (hereinafter called “Foundation”), and RES-DES PALMETTO, LLC, a Florida limited liability company, having an office and place of business at c/o Unicapital Asset Management Group, 850 N.W. 42nd Avenue, Suite 310, Miami, FL 33126 (hereinafter called “Development Partner”). The County, Foundation, and Development Partner are referred to as the “Parties.”

R E C I T A L S:

A. DTPW and Foundation, entered into that certain Development Agreement dated December 1, 2022 (as the same may hereafter be modified or amended, the “Development Agreement”), which was joined into by Development Partner, with respect to the development of DTPW’s land surrounding Palmetto Station, a Miami-Dade County transit facility, also referred to as the “Development Site,” which land is legally described on Schedule 1.1 of the Development Agreement.

B. Under the terms of the Development Agreement, Foundation, as “Developer,” has the right and obligation to undertake the development of the Project on the Development Site in one or more Phases in accordance with the Master Plan and, as the same may be amended from time to time, in accordance with the Development Agreement.

C. The Development Agreement contemplates that upon satisfaction of the Closing Conditions for each Phase of the Project, Foundation, as tenant, and the County, as landlord, will enter into a Lease for the development of such Phase.

D. The Development Agreement further contemplates that, simultaneously with the execution of a Lease for each Phase of the Project, Foundation, as sublessor, and Development Partner or its Affiliate, as major sublessee, will enter into a Sublease for such Phase in order to facilitate the development of such Phase by Development Partner, which will be responsible for financing, constructing, and operating each Phase of the Project pursuant to the Sublease.

E. The Development Agreement also requires that Development Partner be jointly and severally liable for all of the obligations of Foundation, as “Developer,” under the Development Agreement, and upon execution of the Lease and Sublease for each Phase, Development Partner will become liable for all of the obligations of Foundation, as tenant, under the Lease for such Phase, except for those obligations that are personal to Foundation.

First Amendment to Palmetto Station Development Agreement

F. In pursuing the satisfaction of the Closing Conditions for the initial Phase of the Project, Development Partner has determined that the subleasehold development structure created under the Development Agreement is an impediment to obtaining financing for the development of the Project on commercially reasonable terms.

G. As a consequence thereof, Foundation and Development Partner desire that Development Partner assume direct responsibility for the development and operation of the Project under the Development Agreement and the Leases, and that Foundation be released from such responsibility, except with respect to the operation of the Youth Housing Units and the Community Office Space (defined below).

H. The Project contemplated under the Development Agreement includes the development and construction of certain (i) Community Housing Units, including certain Youth Housing Units, Military Housing Units, Transit Operator Housing Units, and other Workforce Housing Units; (ii) commercial space devoted to Community Commercial Uses, a portion of which is intended to be utilized and operated by Foundation in accordance with the terms of the Development Agreement and applicable Lease (the “Community Office Space”); (iii) Station Improvements; and (iv) Parking Facilities, including certain Tenant Spaces, Station User Spaces, and Shared Spaces.

I. On February 9, 2024, DTPW approved an amendment to the Master Plan that, among other things, reduced the number of Community Housing Units from 1,030 to 974, to include 244 Military Housing Units and 117 Transit Operator Housing Units, which is 25% and 12%, respectively, of the total number of Community Housing Units.

J. The amendment to the Master Plan also clarified that the Youth Housing Units would be comprised of shared living units, such that the forty (40) required Youth Housing Units would be provided in fourteen (14) shared living units comprised of 2-bedroom and 3-bedroom units.

K. Development Partner desires to (i) further modify the Master Plan to (a) modify the minimum number of Community Housing Units in the Project from 974 to 929, with an option to develop a minimum of 212 additional Community Housing Units, (b) modify the phasing of the Project; and (c) phase the construction of the Parking Facilities and revert to the number of parking spaces in the original Master Plan; (ii) modify the Project Schedule, to accommodate the changes to the Master Plan; (iii) reallocate certain Shared Spaces in the Parking Facilities to additional Tenant Spaces and additional Station User Spaces, (iv) modify the ownership structure of the Parking Facilities so that the Parking Facilities shall be owned by Development Partner (or the applicable Tenant under the applicable Lease), subject to DTPW’s right to the exclusive use of the Station User Spaces; and (v) otherwise amend the Development Agreement, all as more particularly set forth below.

L. Foundation and Development Partner have requested that DTPW enter into this Amendment to amend the Development Agreement as set forth below.

First Amendment to Palmetto Station Development Agreement

NOW, THEREFORE, in consideration of the foregoing and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each for themselves and their respective successors and assigns, do hereby covenant and agree as follows:

1. **Recitals; Capitalized Terms.** The foregoing Recitals are incorporated herein by reference. Capitalized terms not defined in this Amendment shall have the meanings ascribed to them in the Development Agreement.

2. **Direct Obligations of Development Partner.** The Parties agree that from and after the Amendment Effective Date:

- (a) Development Partner shall be the “Developer” for all purposes under the Development Agreement and shall be solely responsible for all obligations of the “Developer” under the Development Agreement in connection with the development of the Project, except to the extent that such obligations are personal to Foundation. Except as expressly set forth in this Amendment, all references in the Development Agreement to the term “Developer” shall refer solely to Development Partner.
- (b) Upon satisfaction of the Closing Conditions for each Phase, the County, as lessor, shall enter into a direct Lease with Development Partner or an Affiliate, as lessee, for the development of such Phase. Development Partner or such Affiliate shall be solely responsible for the obligations of the lessee under such Lease.
- (c) Simultaneously with the Closing of the Lease for the applicable Phase, Development Partner shall enter into a Sublease, license, or other operating agreement with Foundation for the purpose of Foundation’s operation of the Youth Housing Units and the Community Office Space, in accordance with the Development Agreement. For the avoidance of doubt, the Community Office Space shall consist of the Temporary Community Office Space until the development and construction of the Permanent Community Office Space (as such terms are defined below).
- (d) Foundation shall be released from all of the obligations of the “Developer” under the Development Agreement; provided, however, Foundation shall remain responsible for the operation of the Youth Housing Units and the Community Office Space in accordance with the terms of the Development Agreement and the Sublease or other agreement applicable thereto.
- (e) In the event that Foundation ceases to operate the Youth Housing Units and/or the Community Office Space, Development Partner or its Affiliate, as applicable, shall be required to utilize its commercially reasonable efforts to identify and subcontract with a qualified not-for-profit corporation to perform the foregoing operational obligations of Foundation or other similar community purpose as reasonably approved by the County Mayor or County Mayor’s designee.

First Amendment to Palmetto Station Development Agreement

- (f) All references to Development Partner's joint and several liability with Foundation shall be deleted.
- (g) The form of Lease attached as Schedule 1.6 to the Development Agreement shall be replaced in its entirety with the form attached hereto as Schedule 1.6.
- (h) The term "Consent Agreement" and all references thereto shall be deleted in their entirety.
- (i) The term "Major Sublessee" and all references thereto shall be deleted in their entirety.
- (j) Section 4.18 of the Development Agreement shall be deleted in its entirety.
- (k) The ownership structure of Development Partner attached as Schedule 2.DD to the Development Agreement shall be replaced in its entirety with Schedule 2.DD attached hereto.

3. **Modifications to Master Plan.** As of the Amendment Effective Date, the Master Plan shall be amended as follows:

- (a) Developer shall develop the Project in two (2) separate Phases, consisting of the following:
 - (i) a minimum of 929 Community Housing Units, consisting of a minimum of thirty-two (32) Youth Housing Units (containing twenty-four (24) 1-bedroom units and eight (8) 2-bedroom shared-living units for a total of forty (40) micro-units/bedrooms), a minimum of 233 Military Housing Units, a minimum of 112 Transit Operator Housing Units, and a minimum of 552 other Workforce Housing Units, which shall be developed within the two (2) Phases as more particularly described below;
 - (ii) the Temporary Community Office Space, which shall be developed within the first Phase as more particularly described below and Community Commercial Uses, including the Permanent Community Office Space, which shall be developed within the second Phase as more particularly described below;
 - (iii) the Parking Facilities, containing a minimum of 1,340 parking spaces, which shall be developed in two (2) phases, as more particularly described below; and
 - (iv) the Station Improvements, which shall be developed within the first Phase as more particularly described below.
- (b) The first Phase of the Project shall contain the following:

First Amendment to Palmetto Station Development Agreement

- (i) A minimum of 440 Community Housing Units, consisting of a minimum of sixteen (16) Youth Housing Units (containing twelve (12) 1-bedroom units and four (4) 2-bedroom shared-living units for a total of twenty (20) micro-units/bedrooms), a minimum of 110 Military Housing Units, a minimum of 53 Transit Operator Housing Units, and a minimum of 261 other Workforce Housing Units;
 - (ii) The Temporary Community Office Space for the operation of the Youth Housing Units by Foundation;
 - (iii) The first phase of the Parking Facilities, containing a minimum of 990 parking spaces, consisting of a minimum of 550 Station User Spaces located within the Parking Garage and a minimum of 440 Tenant Spaces; and
 - (iv) The Station Improvements.
- (c) The second Phase of the Project shall contain the following:
 - (i) A minimum of 489 Community Housing Units, consisting of a minimum of sixteen (16) Youth Housing Units (containing twelve (12) 1-bedroom units and four (4) 2-bedroom shared-living units for a total of twenty (20) micro-units/bedrooms), a minimum of 123 Military Housing Units, a minimum of 59 Transit Operator Housing Units, and a minimum of 291 other Workforce Housing Units;
 - (ii) The Community Commercial Uses, including the Permanent Community Office Space, for the operation of the Youth Housing Units by Foundation; and
 - (iii) The second phase of the Parking Facilities, containing the balance of the parking spaces, all of which shall constitute Tenant Spaces.
- (d) Developer shall have the option to develop a third Phase (the “Optional Third Phase”) following completion of construction of the second Phase of the Project. The Optional Third Phase, if developed, shall contain a minimum of 212 Community Housing Units, with a minimum of 25% and 12% constituting Military Housing Units and Transit Operator Housing Units, respectively, and shall comply with Section 125.379, Florida Statutes. In the event Developer elects to develop the Optional Third Phase, all parking required for such Phase shall be constructed within the first and/or second phases of the Parking Facilities. The Annual Rent payable to DTPW under the Lease for the Optional Third Phase, if developed, shall be as follows. If the Optional Third Phase is developed during the first ten (10) years following the Amendment Effective Date, then the Annual Rent shall be equal to \$75,436.71, as increased annually to adjust for inflation, in the amount of three percent (3%) per year, for the period from the Amendment Effective Date until the rent commencement date under the Lease for the Optional Third Phase, and the Annual Rent shall thereafter continue to be subject to three percent (3%) annual

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increases. In the event that more than 212 Community Housing Units are developed in the Optional Third Phase, the Annual Rent for such additional Community Housing Units shall be in an amount equal to \$679.61 per unit, as adjusted in accordance with the previous sentence, for each additional Community Housing Unit developed in excess of 212. For the avoidance of doubt, any decrease in amount of Community Housing Units from the minimum 212 Community Housing Units for the Optional Third Phase shall require prior written approval by the County. If the Optional Third Phase is developed after the first ten (10) years following the Amendment Effective Date, then the Annual Rent for the Optional Third Phase shall be subject to and set based on an appraisal performed by an appraiser selected by DTPW and reasonably acceptable to Developer covering the portion of the Development Site designated for the Optional Third Phase only, as if unimproved except for public infrastructure in existence as of the date Developer provides written notice to DTPW of its election to proceed with the Optional Third Phase. Any appraisals (including review appraisals) shall be paid for by Developer or the then-Tenant under the Lease for the Optional Third Phase.

- (e) The amended Master Plan for the Development Site is attached hereto as Schedule 1.4.A and shall replace in its entirety the Master Plan attached as Schedule 1.4.A to the Development Agreement.

4. **Project Schedule.** The Project Schedule attached as Schedule 1.4.B to the Development Agreement shall be replaced in its entirety with the Project Schedule attached hereto as Schedule 1.4.B. For the avoidance of doubt, the Project Schedule for the Optional Third Phase may be amended from time to time by Developer in its discretion, it being acknowledged by DTPW that the Optional Third Phase may be developed by Developer at a later date than set forth in the Project Schedule or not at all.

5. **Payment Schedule.** The schedule for the payment of the Security Deposit, Development Fee, and Rent attached as Schedule 3 to the Development Agreement shall be replaced in its entirety with the payment schedule attached hereto as Schedule 3.

6. **Parking Facilities; Ownership; Reallocation of Shared Spaces.**

- (a) Notwithstanding anything contained in the Development Agreement to the contrary, DTPW and Development Partner acknowledge and agree as follows:
 - (i) The Parking Facilities shall be incorporated into the Development Site, as reflected in the amended Master Plan. The legal description for the Development Site attached hereto as Schedule 1.1 shall replace in its entirety the legal description for the Development Site attached as Schedule 1.1 to the Development Agreement.
 - (ii) The initial phase of the Parking Facilities shall be located in and developed by the applicable Tenant, at no cost to the County, as part of the initial Phase of the Project and shall become the property of the applicable Tenant and part of the demised premises under the applicable Lease. The Station User

First Amendment to Palmetto Station Development Agreement

Spaces shall be developed as part of the initial phase of the Parking Facilities.

- (iii) The second phase of the Parking Facilities shall be located in and developed by the applicable Tenant, at no cost to the County, as part of the second Phase of the Project and shall become the property of the applicable Tenant and part of the demised premises under the applicable Lease.
 - (iv) DTPW and any user authorized by DTPW, including “park and ride” transit riders utilizing the Palmetto Station Facilities, shall have the exclusive right to use the Station User Spaces (at the rates established by DTPW for parking facilities operated by DTPW).
 - (v) The operation and maintenance of the Parking Facilities, including all Tenant Spaces and Station User Spaces, shall be in accordance with the applicable Lease and/or parking agreement, if any, both of which shall be consistent with the requirements of the Development Agreement. The Parking Facilities shall be operated and maintained at no cost to the County.
 - (vi) For the avoidance of doubt, the Parking Facilities, upon Completion of Construction, shall not be dedicated to the County and shall not be subject to the Sustainable Buildings Program provisions in Sections 2.1, 9-71 through 9-95 of the Miami-Dade County Code and Implementing Order 8-8 or the competitive-selection requirements in Section 255.20, Florida Statutes, and as such the last two (2) sentences of Section 4.8 of the Development Agreement shall be deleted in their entirety. Further, no Construction Warranties for the Parking Facilities or any portion thereof shall be assigned to the County, and as such Section 4.7.C of the Development Agreement shall be deleted in its entirety.
 - (vii) The Parking Facilities shall not contain any Shared Spaces. The 300 Shared Spaces contemplated under the Development Agreement shall be reallocated to the Tenant Spaces and the Station User Spaces as follows: (a) 150 of the Shared Spaces shall be added to the number of Tenant Spaces; and (b) 150 of the Shared Spaces shall be added to the number of Station User Spaces.
- (b) For purposes of clarity, the definition of “Parking Facilities” in Section 2.III shall be deleted in its entirety and replaced with the following:

Parking Facilities shall mean (i) the two-phased structured parking garage depicted on the Master Plan (the “Parking Garage”), and (ii) the surface parking lot depicted on the Master Plan (the “Parking Lot”), containing, in the aggregate, a minimum of 1,340 parking spaces. The Parking Facilities shall be constructed by Developer at no cost to the County. The Parking Facilities shall be and remain the property of Developer (or the applicable Tenant under the applicable Lease) for the Term of the applicable Lease. The operation and maintenance of the Parking Facilities,

including all Tenant Spaces and Station User Spaces (as such terms are defined below), shall be in accordance with the applicable Lease, and/or the parking agreement, if any, both of which shall be consistent with the requirements of this Agreement, including but not limited to, the provisions of this Section 2.III. The Parking Facilities shall include (i) a minimum of 790 spaces (the “Tenant Spaces”) located in the Parking Garage and the Parking Lot for the exclusive use of Tenant and its Subtenants (including Subtenants of the residential dwelling units and commercial spaces) during the term of the Lease (for the avoidance of doubt, in the event that the Parking Facilities contain more than 1,340 parking spaces, any such additional spaces shall be Tenant Spaces, and in the event that the Parking Facilities contain less than 1,340 parking spaces, the number of Tenant Spaces shall be reduced by the amount of such shortfall); and (ii) 550 spaces (“Station User Spaces”) located in the initial phase of the Parking Garage, which shall be for the exclusive use of DTPW and which shall be made available (at the rates established by DTPW for parking facilities operated by DTPW) to any user authorized by DTPW, including “park and ride” transit riders utilizing the Palmetto Station Facilities, on the lower levels of the Parking Garage. All spaces within the Parking Facilities shall be regular standard self-parked parking spaces measuring no less than 8’6” X 18’ (and shall not be subject to non-standard features or requirements, such as tandem spaces, compact spaces or valet requirements), except for handicapped parking spaces, which shall be subject to and meet the requirements of applicable Laws and Ordinances. Users of the parking spaces in the Parking Facilities shall be required to comply with rules and regulations established by the applicable Tenant and DTPW relating to such use. For the avoidance of doubt, any and all parking spaces in the Parking Lot shall be Station User Spaces prior to Completion of Construction of the first phase of the Parking Garage; following the Completion of Construction of the first phase of the Parking Garage, any and all parking spaces in the Parking Lot shall be Tenant Spaces. Notwithstanding anything contained herein to the contrary, the County and the Developer acknowledge and agree that the second phase of the structured parking garage depicted on the Master Plan shall be developed as part of the second Phase of the Project. The County and the Developer agree to reasonably cooperate with each other in connection with any parking agreements that may reasonably be required in connection with the development, construction, use, operation, and maintenance of such future phase.

- (c) Further, the definition of “Improvements” in Section 2.LL of the Development Agreement shall be deleted in its entirety and replaced with the following:

Improvements shall mean all enhancements to be erected and installed on, above or below the surface of the Development Site or a portion thereof in accordance with Article 4 below as a part of the Project on the Development Site (and all equipment and systems, located or to be located therein, and which are intended to remain attached or annexed, including any replacements, additions and substitutes thereof) including but not limited to, the buildings, structures, parking areas including the Parking Facilities, utilities, utility lines and appurtenant equipment,

First Amendment to Palmetto Station Development Agreement

vaults, infrastructure, landscaping and hardscaping, drives, streets, and sidewalks, but specifically excluding the Station Improvements.

7. **Desarrollo Member.** The definition of “Desarrollo Member” in Section 2.Y of the Development Agreement shall be deleted in its entirety and replaced with the following:

Desarrollo Member shall mean a joint venture between Desarrollo Florida, LLC, a Florida limited liability company, or another entity wholly owned and controlled, directly or indirectly, by Alex Lastra, and GLC Development Ventures, LLC, a Florida limited liability company, or another entity wholly owned and controlled, directly or indirectly, by Jose Gonzalez and/or Maria Lievano Cruz.

8. **Permanent Community Office Space.** The definition of “Permanent Community Office Space” shall be added as follows:

Permanent Community Office Space shall mean the office space containing at least 1,000 square feet of space described in Subsection (a) of the definition of “Community Commercial Uses” set forth in Section 2.Q of the Development Agreement, which shall be developed within the second Phase.

9. **Temporary Community Office Space.** The definition of “Temporary Community Office Space” shall be added as follows:

Temporary Community Office Space shall mean a temporary office space, which shall be developed within the first Phase, containing at least 150 square feet of space, plus the reasonable use of conference rooms, business centers, and other amenities within the Lease Phase as designated by Tenant for the operation of the Youth Housing Units by Foundation.

10. **Workforce Housing Units.** The definition of “Workforce Housing Units” in Section 2.KKKK of the Development Agreement shall be deleted in its entirety and replaced with the following:

Workforce Housing Units shall mean a minimum of approximately (i) twenty-two (22) residential units that are set aside for individuals and families whose total annual household income is no more than sixty percent (60%) of area median income for Miami-Dade County, (ii) twenty-six (26) residential units that are set aside for individuals and families whose total annual household income is no more than eighty percent (80%) of area median income for Miami-Dade County, (iii) sixty-four (64) residential units that are set aside for individuals and families whose total annual household income is no more than 100% of area median income for Miami-Dade County, and (iv) 552 residential units that are set aside for individuals and families whose total annual household income is no more than 120% of area median income for Miami-Dade County, in each case, as adjusted for household size, as published annually by the U.S. Department of Housing and Urban Development, and for which rent is capped at the amount established each year by the Florida Housing Finance Corporation for such income limitation. In the event

of a change in law that permits the occupancy of property conveyed pursuant to Section 125.379, Florida Statutes, by individuals and families earning up to 140% of area median income, then, at Tenant's option, 451 of the 552 units identified in clause (iv) may be rented to individuals and families earning up to such higher income threshold, provided that ten (10) of the 552 units identified in clause (iv) are added to the units described in clause (i) and twenty-eight (28) of the 552 units identified in clause (iv) are added to the units described in clause (ii). All restrictions shall be in place for the term of the Lease, which shall be no less than 90 years.

11. **Youth Housing Units.** The definition of "Youth Housing Units" in Section 2.LLLL of the Development Agreement shall be deleted in its entirety and replaced with the following:

Youth Housing Units shall mean a minimum of approximately thirty-two (32) micro-residential units operated by the Foundation, or if the EFC Program is discontinued operated by another community housing program, that are made Preferentially Available to Qualifying Applicants, on a Rent-Free basis. For the avoidance of doubt, the thirty-two (32) micro-residential units will consist of (i) twenty-four (24) one-bedroom units; and (ii) eight (8) two-bedroom units containing a kitchen, restrooms, living and dining facilities, or any combination thereof, that will be commonly shared by the occupants of such unit, for a total of forty (40) micro-units/bedrooms. These units shall at all times be affordable in accordance with Florida Statutes, Section 420.0004. All restrictions shall be in place for the Term of the applicable Lease, which shall be no less than ninety (90) years (subject to any applicable extensions of the Term of the applicable Lease). For purposes of any Lease pursuant to this Agreement, "Preferentially Available" shall mean that Tenant shall first offer available Youth Housing Units to individuals transitioning from foster care who meet the eligibility requirements of the Florida Extended Foster Care Program ("EFC Program") administered by the Florida Department of Children and Families, or, if the EFC Program is discontinued by the Florida Department of Children and Families, individuals eligible under a comparable community housing program (collectively, "Qualifying Applicants"). Qualifying Applicants must satisfy Tenant's low-barrier occupancy requirements. Upon commencement of operations and leasing at the Project, Tenant shall notify the Foundation, or such alternative program, of available Youth Housing Units, and such entity shall have a designated referral period, which shall be no less than sixty (60) days, to be further defined in any applicable Lease (the "Referral Period") to refer Qualifying Applicants. If any of the thirty-two (32) Youth Housing Units are not leased to Qualifying Applicants by the end of the Referral Period, Tenant may lease such units to other qualified individuals or households pursuant to Florida Statutes, Section 420.0004. Notwithstanding the foregoing, if a Qualifying Applicant is referred by the Foundation (or alternative community housing program) after the Referral Period and no Youth Housing Unit is available, Tenant shall use reasonable efforts to place such Qualifying Applicant in a comparable available unit; provided that Tenant shall not be required to terminate, relocate, or

First Amendment to Palmetto Station Development Agreement

fail to renew any existing tenancy to accommodate such applicant. If a transitioning foster care youth occupying a Youth Housing Unit ceases to meet EFC Program eligibility, the youth may remain a resident in such unit under Tenant's standard lease terms; however, the unit shall no longer count towards the required minimum Youth Housing Units, and Tenant shall designate a comparable unit within the Project to maintain compliance with the applicable Lease and shall notify the Foundation (or the alternative community housing program) of such availability. For purposes of any Lease pursuant to this Agreement, "Rent Free" shall mean with respect to the Youth Housing Units, that such units shall be rented to eligible residents at no out-of-pocket cost to such residents; provided, however, Tenant shall be permitted to receive rent subsidies, directly or indirectly on behalf of the eligible residents, for such units (such as, without limitation, affordable housing vouchers) and/or charge the rent for such units to the organization operating the youth housing program or other third parties.

12. **Environmental Monitoring and Mitigation.** Notwithstanding anything contained in the Development Agreement to the contrary, including, without limitation Article 12, Developer hereby acknowledges that, due solely to the Project, the County has conducted certain environmental studies and testing of the Palmetto Station Property and the Development Site, and that further environmental tests, studies, controls, mitigation, and/or monitoring may be required. If applicable, the Tenant under the applicable Lease for the applicable Phase shall be solely and fully responsible for any environmental studies, testing, controls, and remediation required by any governmental agency relating to such Phase (including but not limited to RER and DERM) including but not limited to monitoring wells and other implementations necessary for site closure to satisfaction of any governmental agency. In the event that the issuance of any Governmental Approvals for the development of the Development Site or any applicable Phase thereof is conditioned upon the implementation of any additional environmental tests, studies, controls, mitigation, and/or monitoring, the Tenant under the applicable Lease shall be solely responsible for the costs and implementation thereof.

13. **Notices.** All notices, demands or requests delivered by County to Developer and/or Development Partner pursuant to Section 18.1 of the Development Agreement shall be delivered as follows:

Res-Des Palmetto, LLC
c/o Unicapital Asset Management Group
850 N.W. 42nd Avenue, Suite 310
Miami, FL 33126

All notices, demands or requests to County shall be deemed to have been properly served or given if addressed to Miami-Dade Department of Transportation and Public Works, Director, 701 N.W. 1st Court, 17th Floor, Miami, Florida, 33136, and to Miami-Dade Department of Transportation and Public Works, Chief of Right-of-Way, Utilities and Joint Development, 701 N.W. 1st Court, 15th Floor, Miami, Florida, 33136, and to such other addresses and to the attention of such other parties as County may, from time to time, designate by written notice.

First Amendment to Palmetto Station Development Agreement

14. **Effectiveness of Amendment.** This Amendment shall not become effective unless and until it is first approved by the Federal Transit Administration (FTA), as applicable, and then the Board of Miami-Dade County Commissioners adopts a resolution approving this Amendment, and such resolution is signed by the Mayor or otherwise becomes effective after the expiration of the Mayor's veto period.

15. **Compliance with Development Agreement.** The Parties agree and acknowledge this Amendment is prepared in accordance with and fully complies with the Development Agreement Amendment requirements set forth in Section 20.23 of the Development Agreement.

16. **Priority of Amendment.** Except as amended and modified by this Amendment, all of the terms, covenants, conditions, and agreements of the Development Agreement shall remain in full force and effect. In the event of any conflict between the provisions of the Development Agreement and the provisions of this Amendment, this Amendment shall prevail.

17. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Florida. Further, the Parties agree that the venue shall be in Miami-Dade County.

18. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement and the signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. Signatures to this Amendment, any amendment hereof and any notice given hereunder, delivered electronically via .pdf, .jpeg, .TIF, .TIFF or similar electronic format shall be deemed an original signature and fully effective as such for all purposes. Each party agrees to deliver promptly an executed original of this Amendment with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Amendment, it being expressly agreed that each party to this Amendment shall be bound by its own electronically transmitted signature and shall accept the electronically transmitted signature of the other party to this Amendment.

19. **Joint Preparation.** The preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

20. **Captions.** The title of this Amendment and the headings of the various articles, sections and subsections have been inserted only for the purpose of convenience, are not part of this Amendment and shall not be deemed in any manner to modify, explain, expand, or restrict any of the provisions of this Amendment.

21. **Entire Agreement.** Except as otherwise expressly provided herein, this Amendment and the Development Agreement constitute the entire agreement of the parties hereto with respect to the matters addressed herein and supersedes all prior or contemporaneous contracts, promises, representations, warranties and statements, whether written or oral, with respect to such matters.

First Amendment to Palmetto Station Development Agreement

22. **Exhibits.** All exhibits attached to this Amendment are incorporated into the Development Agreement by reference.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

First Amendment to Palmetto Station Development Agreement

IN WITNESS WHEREOF, County has caused this Amendment to be executed in its name by the County Mayor, as authorized by the Board of County Commissioners, and Foundation and Development Partner have caused this Amendment to be executed by the representatives they have authorized, respectively, all on the day and year first hereinabove written.

Attest:

Juan Fernandez-Barquin,
Clerk of the Court and Comptroller

MIAMI-DADE COUNTY, a political subdivision
of the State of Florida, through the Miami-Dade
Department of Transportation and Public Works

By: _____

Print:

BY THE MAYOR OR THE MAYOR'S
DESIGNEE

Date:

By:

Name: _____

Title: _____

Approved as to form and legal sufficiency

Print Name: _____

First Amendment to Palmetto Station Development Agreement

Signed in the presence of:

OUT OF FOSTER FOUNDATION, INC., a
Florida non-profit corporation

Print Name:

Print Address:

By: _____

Name:

Title:

Print Name:

Print Address:

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this ____ day of _____, 2026, by _____, as _____ of OUT OF FOSTER FOUNDATION, INC., a Florida not-for-profit corporation, on behalf of such not-for-profit corporation. He/She is personally known to me or produced a valid _____ driver's license as identification.

Print or Stamp Name:

Notary Public, State of Florida

Commission No.:

My Commission Expires:

First Amendment to Palmetto Station Development Agreement

Signed in the presence of:

Print Name: Joselynne Aste
Print Address: 850 NW 42 AVE, SUITE 310
MIAMI FL 33126

Print Name: Roy Carrenas
Print Address: 4353 NW 77 Ave
Miami FL 33146

RES-DES PALMETTO, LLC, a Florida limited liability company

By: Unicapital Palmetto TOC, LLC, a Florida limited liability company, as Manager

By: Ivan Herrera, Member

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 1st day of JUNE, 2026, by Ivan Herrera, as Member of Unicapital Palmetto TOC, LLC, a Florida limited liability company, as Manager of RES-DES PALMETTO, LLC, a Florida limited liability company, on behalf of such limited liability companies. He/She is personally known to me or produced a valid _____ driver's license as identification.

Print or Stamp Name:

Notary Public, State of Florida

Commission No.:

My Commission Expires:



MAYRA E. PAYETTE
Commission # HH 257720
Expires August 26, 2026

Schedule 1.1

Development Site Legal Description

[see attached]

SKETCH AND LEGAL DESCRIPTION

A PORTION OF TRACT "A"
OF PALMETTO STATION (PB 167, PG 60) (MDCR)
BEING IN THE TOWN OF MEDLEY,
MIAMI-DADE COUNTY,
FLORIDA
(PAGE 1 OF 5)

SCHEDULE 1.1 DEVELOPMENT SITE

LEGAL DESCRIPTION

A PORTION OF TRACT "A" OF PALMETTO STATION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 167 PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT A; THENCE N 01°47'22" W ALONG THE WEST LINE OF SAID TRACT A FOR 158.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 01°47'22" W ALONG SAID WEST LINE OF TRACT A FOR 117.29 FEET TO A POINT OF CURVATURE; THENCE NORTH, NORTHEASTERLY, AND EASTERLY ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 30.00 FEET, AND A CENTRAL ANGLE OF 89°53'32" FOR AN ARC DISTANCE OF 47.07 FEET TO A POINT OF TANGENCY; THENCE N 88°06'16" E FOR 5.51 FEET; THENCE N 01°53'44" W FOR 6.75 FEET TO A POINT ON A CURVE, SAID CURVE BEING RADIAL TO THE LAST DESCRIBED LINE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 68°02'03" FOR AN ARC DISTANCE OF 148.43 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 100.00 FEET A CENTRAL ANGLE OF 68°01'54" FOR AN ARC DISTANCE OF 118.74 FEET TO A POINT OF TANGENCY; THENCE N 88°11'52" E FOR 83.90 FEET; THENCE S 01°47'17" E FOR 14.20 FEET; THENCE S 88°23'21" W FOR 176.58 FEET; THENCE S 88°20'42" W FOR 151.47 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN THE TOWN OF MEDLEY, MIAMI DADE COUNTY FLORIDA.

CONTAINING 24,472 SQUARE FEET OR 0.56 ACRES PLUS OR MINUS.

AND

A PORTION OF TRACT "A" OF PALMETTO STATION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 167 PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT A; THENCE N 01°47'22" W ALONG THE WEST LINE OF SAID TRACT A FOR 334.40 FEET; THENCE N 88°13'41" E FOR 96.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 88°13'41" E FOR 71.52 FEET; THENCE N 83°53'28" E FOR 73.47 FEET; THENCE N 88°14'50" E FOR 160.63 FEET TO A POINT OF CURVATURE; THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 59°38'36" FOR AN ARC DISTANCE OF 104.10 FEET TO A POINT OF TANGENCY; THENCE N 28°36'15" E FOR 72.54 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 61°01'45" FOR AN ARC DISTANCE OF 79.89 FEET TO A POINT OF TANGENCY; THENCE N 89°38'04" E ALONG A LINE 26.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT "A" FOR 613.42 FEET; THENCE N 00°22'05" W FOR 5.00 FEET; THENCE N 89°38'04" E ALONG A LINE 21.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT "A" FOR 339.88 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 50.00 FEET A CENTRAL ANGLE OF 88°35'33" FOR AN ARC DISTANCE OF 77.31 FEET TO A POINT OF TANGENCY; THENCE S 01°46'33" E ALONG A LINE 20 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID TRACT "A" FOR 110.31 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00, FEET A CENTRAL ANGLE OF 90°00'19" FOR AN ARC DISTANCE OF 78.54 FEET TO A POINT OF TANGENCY; THENCE S 88°13'46" W FOR 316.24 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT CONCAVE TO THE NORTH, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 06°30'01" FOR AN ARC DISTANCE OF 22.69 FEET TO A POINT OF TANGENCY; THENCE N 85°16'08" W FOR 21.45 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 200.00 FEET A CENTRAL ANGLE OF 06°30'01" FOR AN ARC DISTANCE OF 22.69 FEET TO A POINT OF TANGENCY; THENCE S 88°13'52" W FOR 214.78 FEET TO A POINT OF CURVATURE; THENCE WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT; CONCAVE TO THE SOUTH, HAVING A RADIUS OF 170.00, A CENTRAL ANGLE OF 26°23'24" FOR AN ARC DISTANCE OF 78.30 TO A POINT OF TANGENCY; THENCE S 58°10'24" W FOR 76.92 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 130.00 FEET A CENTRAL ANGLE OF 30°01'28" FOR AN ARC DISTANCE OF 68.12 TO A POINT OF TANGENCY; THENCE S 88°11'52" W FOR 132.46 FEET TO A POINT ON THE EAST LINE OF FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORD BOOK 2364, PAGE 280 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA AS SHOWN ON SAID PLAT OF PALMETTO STATION; THENCE S 88°12'47" W FOR 164.99 FEET TO A POINT ON THE WEST LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT; THENCE S 88°11'52" W FOR 196.70 FEET TO A POINT OF CURVATURE; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 72°46'49" FOR AN ARC DISTANCE OF 101.62 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 120.00 FEET A CENTRAL ANGLE OF 52°33'33" FOR AN ARC DISTANCE OF 110.08 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY, NORTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE EAST HAVING A RADIUS OF 5.00 FEET A CENTRAL ANGLE OF 159°48'32" FOR AN ARC DISTANCE OF 13.95 FEET TO A POINT OF TANGENCY BEING THE POINT OF BEGINNING.

LYING AND BEING IN THE TOWN OF MEDLEY, MIAMI DADE COUNTY FLORIDA.

CONTAINING 310,460 SQUARE FEET OR 7.13 ACRES PLUS OR MINUS.

THIS IS NOT A BOUNDARY SURVEY

DATE OF PLAT OR MAP:
05/04/2026
JOB #: 260541683
PROJECT NAME:
PALMETTO STATION
CAD FILE(P): PARCELS
LAYOUT: SK 40956-1
SHEET 1 OF 5 (NOT FULL OR
COMPLETE WITHOUT FULL SET)


CERTIFICATE OF AUTHORIZATION # LB-7104
suarez surveying & mapping, Inc.
13350 SW 131th Street, Suite 110, Miami, Florida 33186
Tel: 305.596.1799
www.suarezsurveying.com

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN AND WRITTEN UNDER MY DIRECTION.

AUTHENTIC COPIES OF THIS SKETCH
AND LEGAL DESCRIPTION SHALL BEAR
THE ORIGINAL SIGNATURE AND
RAISED SEAL OF THE ATTESTING
REGISTERED SURVEYOR AND MAPPER



Juan A. Suarez,
License No. L56220

Digitally signed by Juan A.
Suarez, License No. L56220
Date: 2026.05.05 11:17:54
-04'00'

JUAN A. SUAREZ
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LIC. # 6220

MDC020

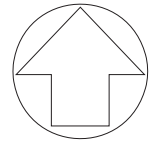
SKETCH AND LEGAL DESCRIPTION

A PORTION OF TRACT "A"
OF PALMETTO STATION (PB 167, PG 60) (MDCR)
BEING IN THE TOWN OF MEDLEY,
MIAMI-DADE COUNTY,
FLORIDA

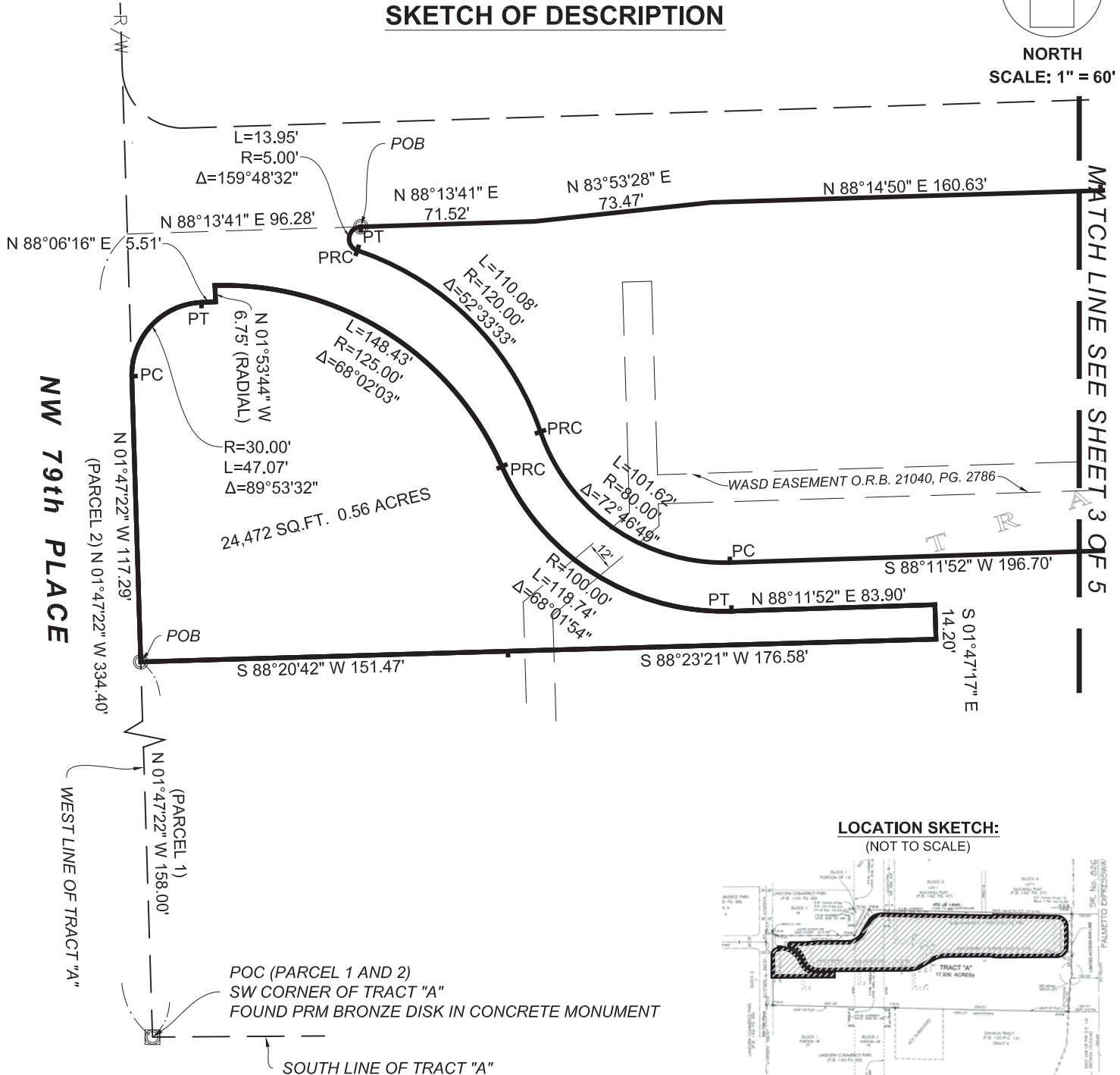
(PAGE 2 OF 5)

SCHEDULE 1.1 DEVELOPMENT SITE

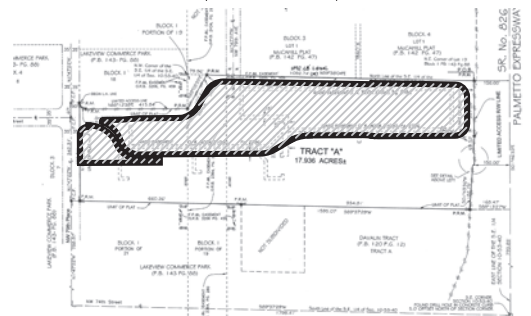
SKETCH OF DESCRIPTION



NORTH
SCALE: 1" = 60'



LOCATION SKETCH: (NOT TO SCALE)



THIS IS NOT A BOUNDARY SURVEY

DATE OF PLAT OR MAP:
05/04/2026
JOB #: 260541683
PROJECT NAME:
PALMETTO STATION
CAD FILE(P): PARCELS
LAYOUT: SK 40956-1
SHEET 2 OF 5 (NOT FULL OR
COMPLETE WITHOUT FULL SET)


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RAISED SEAL OF THE ATTESTING
REGISTERED SURVEYOR AND MAPPER



Juan A. Suarez,
License No. L56220
Digitally signed by Juan A.
Suarez, License No. L56220
Date: 2026.05.05 11:18:27
-04'00'

JUAN A. SUAREZ
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LIC. # 6220

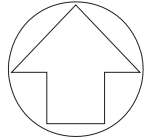
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SKETCH AND LEGAL DESCRIPTION

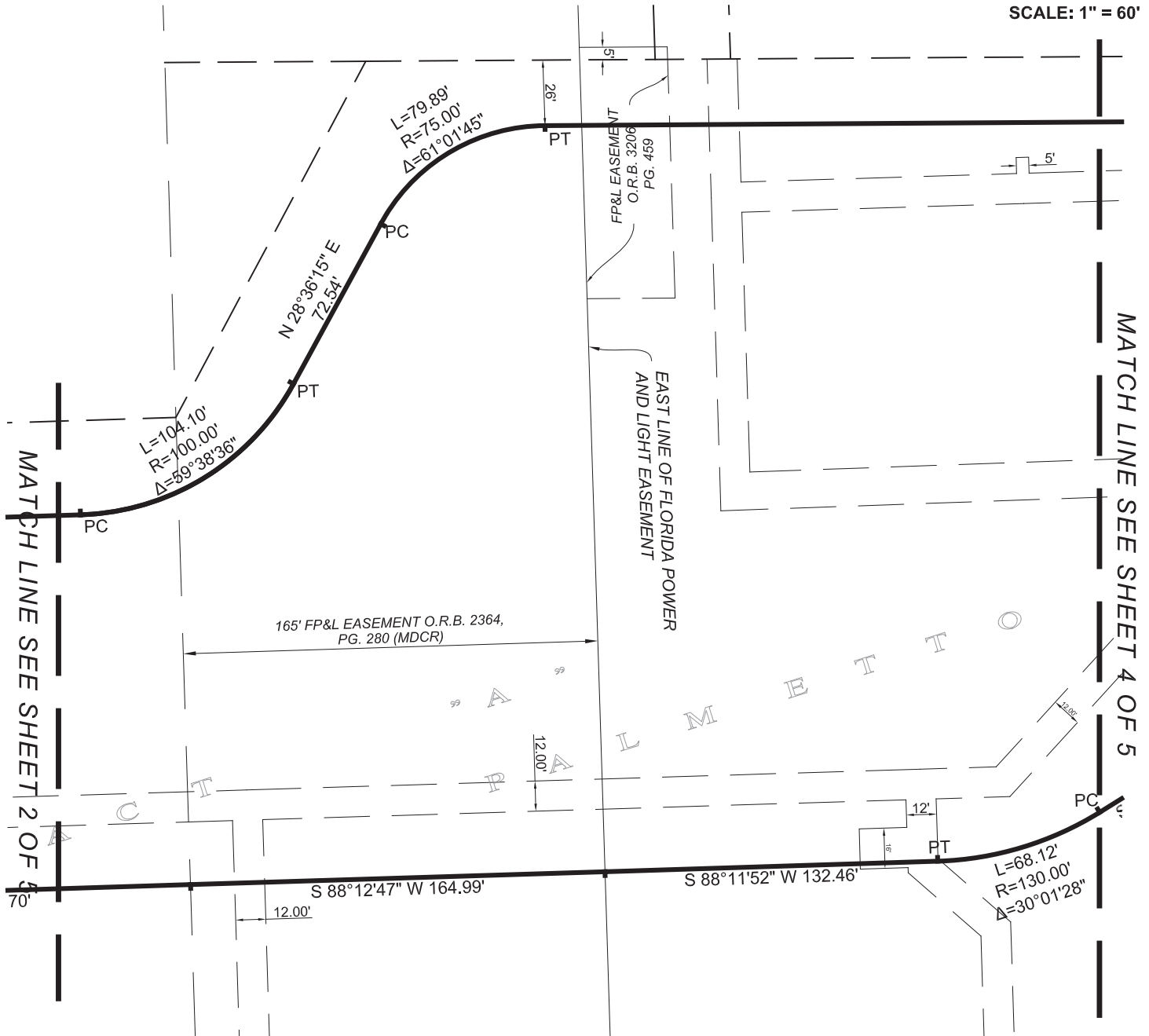
A PORTION OF TRACT "A"
OF PALMETTO STATION (PB 167, PG 60) (MDCR)
BEING IN THE TOWN OF MEDLEY,
MIAMI-DADE COUNTY,
FLORIDA
(PAGE 3 OF 5)

SCHEDULE 1.1 DEVELOPMENT SITE

SKETCH OF DESCRIPTION



NORTH
SCALE: 1" = 60'



THIS IS NOT A BOUNDARY SURVEY

DATE OF PLAT OR MAP:
05/04/2026
JOB #: 260541683
PROJECT NAME:
PALMETTO STATION
CAD FILE(P): PARCELS
LAYOUT: SK 40956-1
SHEET 3 OF 5 (NOT FULL OR
COMPLETE WITHOUT FULL SET)


CERTIFICATE OF AUTHORIZATION # LB-7104
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RAISED SEAL OF THE ATTESTING
REGISTERED SURVEYOR AND MAPPER



Juan A. Suarez,
License No.
LS6220

Digitally signed by Juan A.
Suarez, License No. LS6220
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JUAN A. SUAREZ
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LIC. # 6220

MDC028

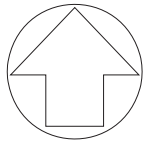
SKETCH AND LEGAL DESCRIPTION

A PORTION OF TRACT "A"
OF PALMETTO STATION (PB 167, PG 60) (MDCR)
BEING IN THE TOWN OF MEDLEY,
MIAMI-DADE COUNTY,
FLORIDA

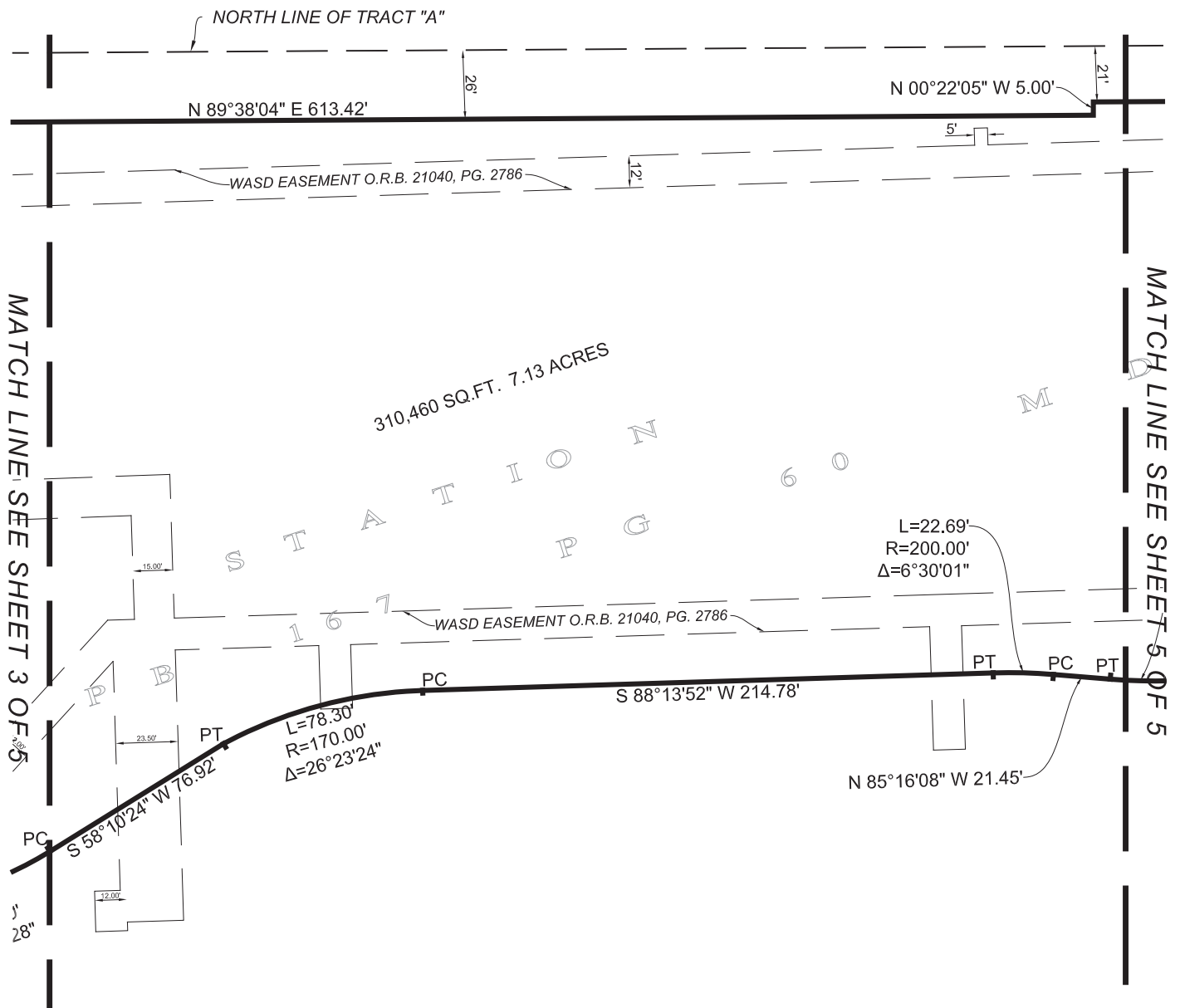
(PAGE 4 OF 5)

SCHEDULE 1.1 DEVELOPMENT SITE

SKETCH OF DESCRIPTION



NORTH
SCALE: 1" = 60'



THIS IS NOT A BOUNDARY SURVEY

DATE OF PLAT OR MAP:
05/04/2026
JOB #: 260541683
PROJECT NAME:
PALMETTO STATION
CAD FILE(P): PARCELS
LAYOUT: SK 40956-1
SHEET 4 OF 5 (NOT FULL OR
COMPLETE WITHOUT FULL SET)


CERTIFICATE OF AUTHORIZATION # 18-7104
suarez surveying & mapping, inc.
13350 SW 131st Street, Suite 110, Miami, Florida 33186
Tel: 305.596.1799
www.suarezsurveying.com

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN AND WRITTEN UNDER MY DIRECTION.

AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION SHALL BEAR THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE ATTESTING REGISTERED SURVEYOR AND MAPPER



Juan A. Suarez,
License No. LS6220
Digitally signed by Juan A. Suarez, License No. LS6220
Date: 2026.05.05 11:18:56 -0400

JUAN A. SUAREZ
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LIC. # 6220

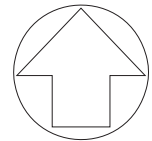
MDC029

SKETCH AND LEGAL DESCRIPTION

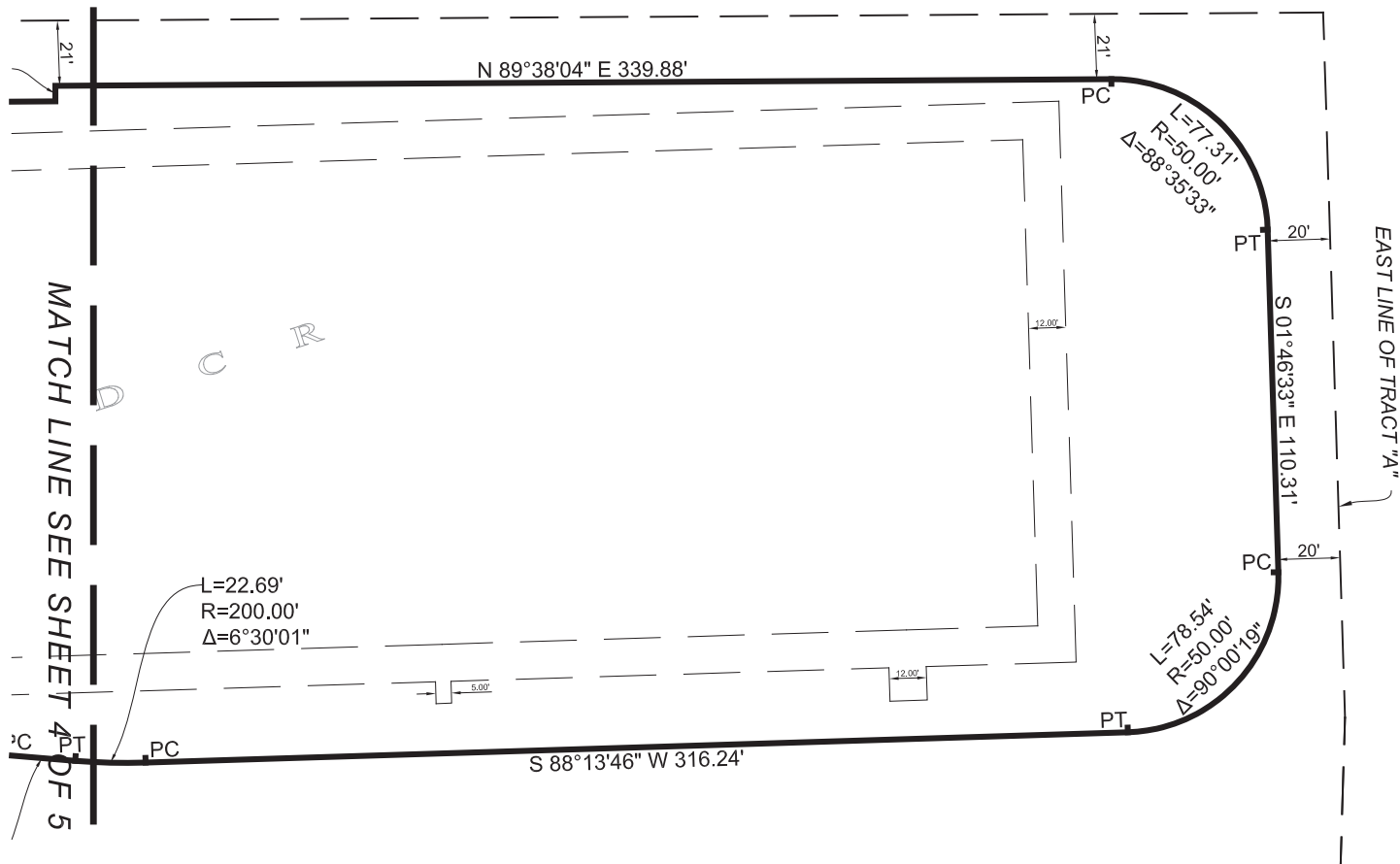
A PORTION OF TRACT "A"
OF PALMETTO STATION (PB 167, PG 60) (MDCR)
BEING IN THE TOWN OF MEDLEY,
MIAMI-DADE COUNTY,
FLORIDA
(PAGE 5 OF 5)

SCHEDULE 1.1 DEVELOPMENT SITE

SKETCH OF DESCRIPTION



NORTH
SCALE: 1" = 60'



CERTIFIED TO:

MIAMI DADE COUNTY - DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
RES-DES PALMETTO, LLC, PALMETTO CROSSINGS, LLC, UNICAPITAL PALMETTO TOC LLC
DESARROLLO PALMETTO INVESTMENTS, LLC, DESARROLLO FLORIDA LLC
GLC DEVELOPMENT VENTURES, LLC

SURVEYOR'S NOTES:

1. THE LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED IN REGARDS TO MATTERS OF INTEREST BY OTHER PARTIES, SUCH AS EASEMENTS, RIGHTS OF WAYS, RESERVATIONS, ETC. ONLY PLATTED EASEMENTS ARE SHOWN.
2. THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED FOR AND CERTIFIED TO THE PARTY(IES) INDICATED HEREON AND IS NOT TRANSFERABLE OR ASSIGNABLE.
3. ADDITIONS OR DELETIONS TO THIS SKETCH AND LEGAL DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS IS NOT A BOUNDARY SURVEY.

LEGEND:

F.P.L. = FLORIDA POWER AND LIGHT
MDCR = MIAMI-DADE COUNTY RECORDS
P.B. = PLAT BOOK
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
PRC = POINT OF REVERSE CURVATURE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCE
PG. = PAGE
(P) = PLAT
R= RADIUS
R/W = RIGHT OF WAY
SQ. FT. = SQUARE FEET

THIS IS NOT A BOUNDARY SURVEY

DATE OF PLAT OR MAP:
05/04/2026
JOB #: 260541683
PROJECT NAME:
PALMETTO STATION
CAD FILE(P): PARCELS
LAYOUT: SK 40956-1
SHEET 5 OF 5 (NOT FULL OR
COMPLETE WITHOUT FULL SET)


CERTIFICATE OF AUTHORIZATION # LB-7104
suarez surveying & mapping, inc.
13350 SW 131th Street, Suite 110, Miami, Florida 33186
Tel: 305.596.1799
www.suarezsurveying.com

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN AND WRITTEN UNDER MY DIRECTION.

AUTHENTIC COPIES OF THIS SKETCH
AND LEGAL DESCRIPTION SHALL BEAR
THE ORIGINAL SIGNATURE AND
RAISED SEAL OF THE ATTESTING
REGISTERED SURVEYOR AND MAPPER



Juan A. Suarez,
License No. LS6220
Digitally signed by Juan A. Suarez, License No. LS6220
Date: 2026.05.05 11:19:17 -0400

JUAN A. SUAREZ
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LIC. # 6220

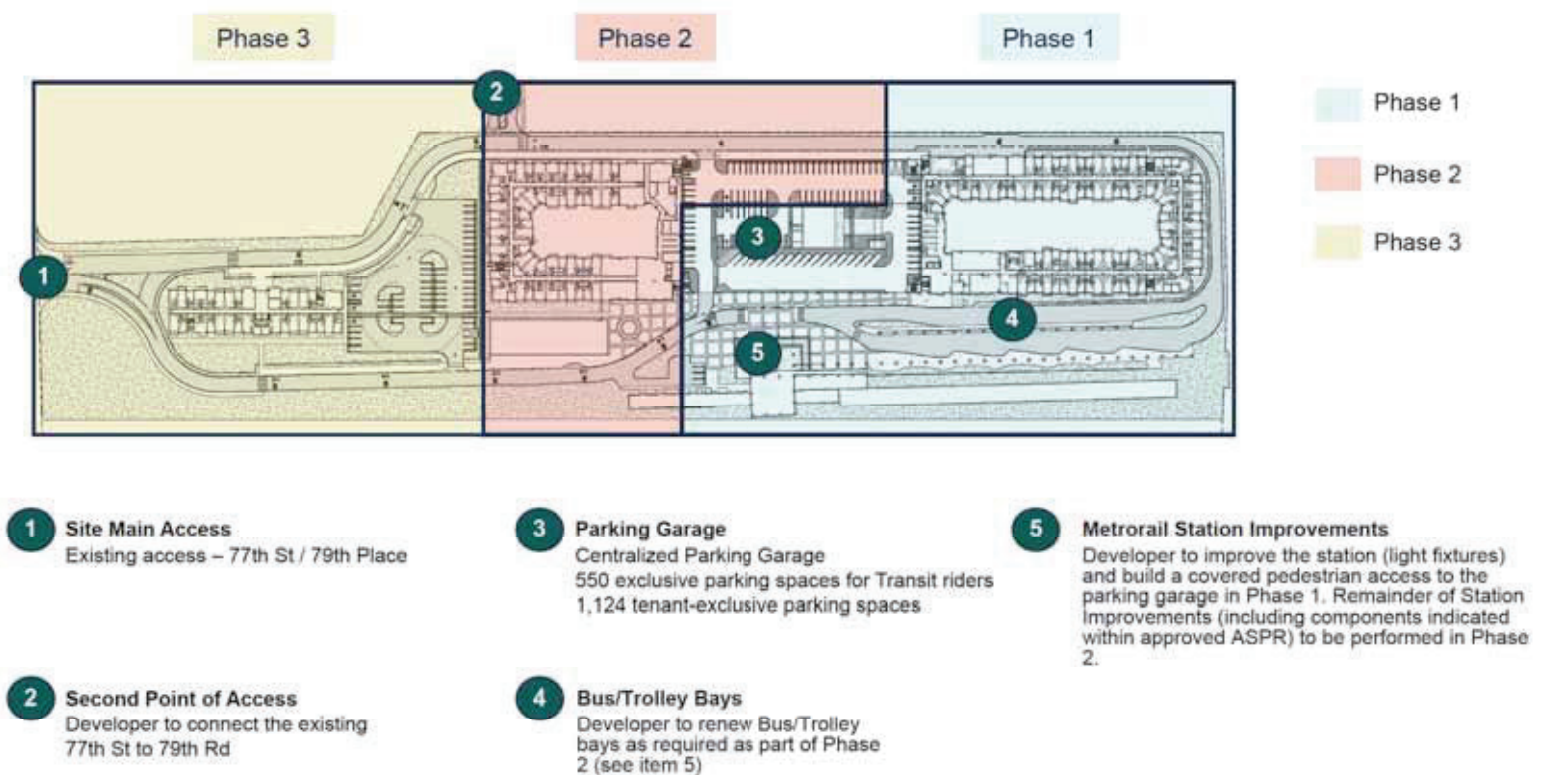
MDC030

Schedule 1.4.A

Developer's Master Plan

[see attached]

Master Plan- Palmetto Station



Development Program - Palmetto Station

Component	Phase 1		Phase 2		Phase 3		Total	
	Units	SF	Units	SF	Units	SF	Units	SF
Residential	440	320,394 sf	489	346,220 sf	212	138,046 sf	1141	804,660 sf
Youth Housing Units	16 [1]		16 [2]				32	
Military (25%)	110		123				233	
Transit Operator (12%)	53		59				112	
Not restricted	261		291		212		764	
Retail	-	-	-	7,500 sf	-	-	-	7,500 sf
Total	440	320,394 sf	489	353,720 sf	212 [3]	138,046 sf	1,141	812,160 sf

AMI restrictions	Phase 1		Phase 2		Phase 3		Total	
	Units		Units		Units		Units	
60% (Transit)	10		12				22	
80% (Transit)	12		14				26	
100% (Transit)	31		33				64	
120% (Military)	110		123				233	
120% (not restricted)	261		291		212		764	
Youth Housing	16		16				32	
Total	440		489		212		1141	

[1] 12-1 bedrooms and 4 2-bedroom shared units for a total of 20 micro-units/bedrooms

[2] 12-1 bedrooms and 4 2-bedroom shared units for a total of 20 micro-units/bedrooms

[3] Phase 3 is an optional phase consisting of 212 Units. Should Phase 3 be implemented, total unit count for Development Program is 1,141 Units, otherwise 929 Units (Phase 1 and 2)

CONSTRUCTION & PARKING CONCEPT PHASING PLAN OVERVIEW

The primary objective of this Conceptual Construction Phasing Plan is to ensure the continued safe and efficient operation of the Miami-Dade Department of Transportation and Public Works ("DTPW") and the Palmetto Metrorail Station throughout the construction of the Project. The sequencing strategy has been developed to minimize disruption to transit operations, maintain access for transit patrons, preserve parking availability to the greatest extent practicable, and ensure continuity of service during all phases of construction. This Conceptual Construction Phasing Plan has been reviewed and conceptually approved by DTPW for planning purposes. Notwithstanding such conceptual approval, the phasing plan remains subject to further review, modification, refinement, enhancement, and adjustment by DTPW prior to the commencement of construction to address operational considerations and safety requirements by DTPW.

Phase A – NW 79th Avenue Access Improvements

Construction of the new NW 79th Avenue entrance and associated access improvements serving the Palmetto Metrorail Station site. During this phase, existing station operations, circulation patterns, bus operations, and parking facilities generally remain in their current condition. Approximately seven hundred (700) parking spaces are anticipated to remain available for transit patrons.

Estimated Duration: Sixty (60) days.

Phase B – Southwest Perimeter Roadway Improvements

The southwest section of the station perimeter roadway is temporarily closed to facilitate installation of underground utilities, roadway improvements, hardscape, and related infrastructure. During this phase, DTPW buses and transit patrons are routed through the northern access roadway utilizing a loop circulation pattern to facilitate passenger drop-off and parking access. A temporary bus drop-off location, together with corresponding pedestrian connectivity and wayfinding measures, is established to maintain safe access to and from the station. Approximately six hundred sixty-four (664) parking spaces are anticipated to remain available for transit patrons.

Estimated Duration: Sixty (60) days.

Phase C – North and East Perimeter Roadway Improvements

The southwest section of the station perimeter roadway is reopened, while portions of the northern, eastern, and southeastern perimeter roadway are temporarily closed to facilitate continued installation of underground utilities, roadway improvements, hardscape, and related infrastructure. During this phase, DTPW buses and transit patrons are routed through the southern access roadway for parking access and passenger drop-off activities, with vehicular egress provided through the NW 79th Avenue connection. A temporary bus drop-off location and associated pedestrian access improvements remain in operation. Approximately six hundred forty-eight (648) parking spaces are anticipated to remain available for transit patrons.

Estimated Duration: One hundred twenty (120) days.

Phase D – Vertical Construction Phase

Upon completion of the roadway, utility, and circulation improvements contemplated by the preceding phases, the station perimeter roadway system is reopened for normal ingress and egress operations. Construction activities are then concentrated within the designated Phase I development area, including construction of the structured parking garage, residential tower, and associated vertical improvements. Throughout this phase, station operations, circulation, and access are maintained in accordance with plans approved by DTPW. Approximately two hundred seventy-nine (279) parking spaces are anticipated to remain available for transit patrons until completion of the replacement parking facilities.

Estimated Duration: Eighteen (18) months.

The foregoing phasing descriptions are conceptual in nature and are intended solely to illustrate the anticipated sequencing of construction activities. Final phasing, durations, routing configurations, parking allocations, traffic control measures, temporary facilities, and operational accommodations shall be subject to DTPW review and approval and may be modified from time to time as necessary to ensure the continued safe, efficient, and reliable operation of the Palmetto Metrorail Station and the broader transit system.

Transit Phased Parking Plan - Palmetto Station Phase 1

A Phase 1.A - Logistics Plan 700 Parking Spaces

-  During Phase 1.A Construction Bus Traffic Temp. Re-Routing
-  New curb cut to be constructed in Phase 1.A to allow for bus lane temp. re-routing



B Phase 1.B - Logistics Plan 664 Parking Spaces

-  During Phase 1.B Construction Bus Traffic Temp. Re-Routing
-  Approx. (36) parking spaces to be converted to a temp. bus drop off.
-  Underground Utilities and Hardscape in this area to be completed under Phase 1.B
-  Temporary Bus Shelter with Temporary covered walkway



Transit Phased Parking Plan - Palmetto Station Phase 1

C

Phase 1.C - Logistics Plan 648 Parking Spaces

- During Phase 1.C Construction
Bus Traffic Temp. Re-Routing
- ▨ Approx. (16) parking spaces to be
taken during the removal of existing
water mains.
- ▨ Underground Utilities and
Hardscape in this area to be
completed under Phase 1.C
- Temporary Bus Shelter with
Temporary covered walkway

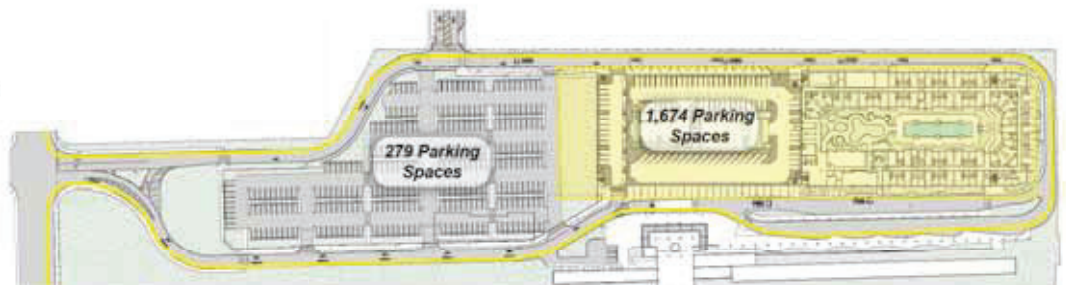


D

Phase 1.D - Logistics Plan

During Phase 1.D Construction
(279) Surface Parking Spaces Available

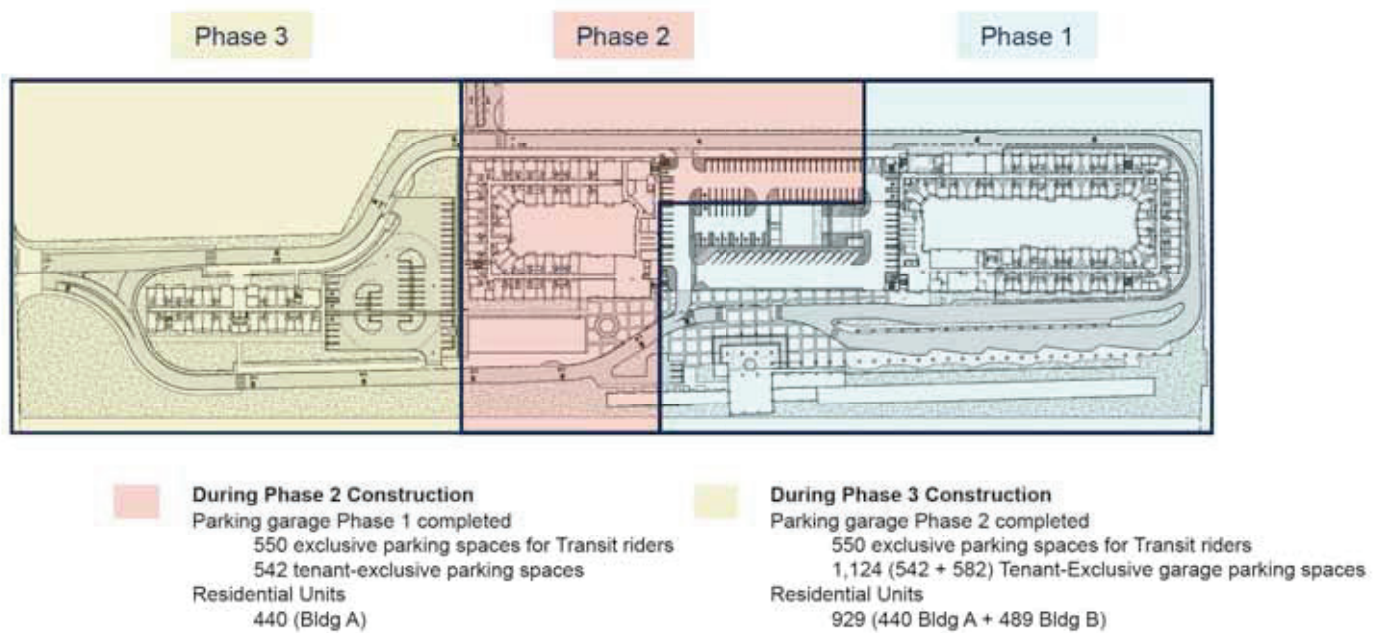
- Bus Traffic Temp. Re-Routing
- Building A and Parking Garage
under construction



Phase 1 Final Parking Count: 1,953

- (279) Surface Parking spaces
- (550) Exclusive Parking Garage spaces for Transit Riders
- (1,124) Tenant-exclusive Parking Garage spaces

Transit Phased Parking Plan - Palmetto Station



Easement Diagram - Palmetto Station

Lot Coverage Diagram

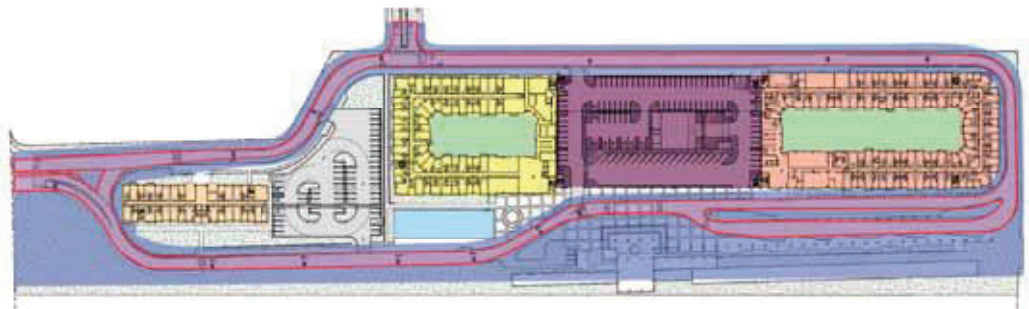
- Building A
- Building B
- Building C
- Retail / Office
- Parking Garage
- Amenities / Pool Zone
- Road / Asphalt

Temporary Construction Easement

Easement granted for the following purposes:
 (a) Staging
 (b) Utility Removal/Remodeling
 (c) Construction Access Road Easement

Access Road Easement

Easement granted for the following purposes:
 (a) Access, Ingress and Egress
 (b) Construction, Maintenance and Utility Easements



Schedule 1.4.B

Project Schedule

As provided in Section 1.4, Developer shall be required to undertake the Pre-Development activities required to satisfy the Closing Conditions for each Phase in substantial conformity with the Master Plan and this Project Schedule. For purposes of this Schedule, the milestones described herein shall not be extended for a period of time greater than 90 days, subject to Unavoidable Delays and otherwise in accordance with the provisions of this Agreement.

PHASE 1

Design Completion – October 31, 2026

Closing Date (Lease Execution) – November 30, 2026

Construction Start – March 31, 2027

Construction Completion – February 28, 2029

PHASE 2

Design Completion – June 30, 2029

Closing Date (Lease Execution) – August 31, 2029

Construction Start – December 31, 2029

Construction Completion – June 30, 2031

PHASE 3*

Design Completion – October 31, 2031

Closing Date (Lease Execution) – December 31, 2031

Construction Start – March 31, 2032

Construction Completion – December 1, 2033

***Pursuant to Sections 3(d) and 4 of this Amendment, this phase is optional and the milestones are subject to change.**

First Amendment to Palmetto Station Development Agreement

Schedule 1.6

Ground Lease

[see attached]



Joint Development at Palmetto Station

Lease Agreement (Phase I)

ISSUED BY MIAMI-DADE COUNTY:
The Department of Transportation and Public Works

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Phase I of Palmetto Metrorail Station Lease

ATTACHMENTS:

Schedule 1.1	Real Property Description of Demised Premises
Schedule 1.4.I	Temporary Parking Area
Schedule 2.FFF	Palmetto Station Property
Schedule 3	Rent Schedule
Schedule 4.1	Lease Phase Description
Schedule 4.1.A	Master Plan
Schedule 4.1.C	Station Improvements and Bike Lane Renderings
Schedule 4.1.D	Parking Garage Renderings
Schedule 4.1.E	Uses for Project Phase
Schedule 4.2	Lease Project Schedule
Schedule 4.24	Community Business Enterprise Program
Schedule 4.25	Form of Rental Regulatory Agreement
Schedule 11.2.B	Conditions Precedent to Redevelopment
Schedule 23.25(2)	Form of HUD Lease Addendum

Lease for Joint Development at Palmetto Station – Phase I

THIS AGREEMENT OF LEASE, dated as of the ____ day of _____, 20____ (this “Lease”), is made by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, through the Miami-Dade- Department of Transportation and Public Works, having its principal office and place of business at 701 N.W. 1st Court, Miami, Florida 33136 (hereinafter called “Landlord”, “County” or “DTPW”), and PALMETTO CROSSINGS, LLC, a Florida limited liability company, having an office and place of business at c/o Unicapital Asset Management Group, 850 N.W. 42 Avenue, Suite 310, Miami, Florida 33126 (hereinafter called “Tenant”). Together, Landlord and Tenant shall be hereinafter referred to as the “Parties,” and each individually a “Party.”

WITNESSETH:

A. Landlord owns certain real property located in Miami-Dade County, Florida, as more particularly described on Schedule 1.1, attached hereto and made a part hereof (the “Land”), upon which Landlord operates the Palmetto Station Property (as hereinafter defined).

B. Pursuant to Section 125.379 of the Florida Statutes, Foundation (as hereinafter defined) and the Developer (as hereinafter defined) submitted to Landlord a proposal for construction of a mixed-use development on the Demised Premises (as defined below) with certain Community Housing Units (as defined below) and certain commercial space devoted to the Temporary Community Office Space (as defined below), along with the construction of the Parking Garage (defined below) and certain Station Improvements (as defined below).

C. Landlord recognizes the potential for public and private benefit of an overall unified mixed-use development of the Demised Premises, with the Palmetto Station Property, to serve as a positive model for transit-oriented development generally, to promote transit usage, workforce

Phase I of Palmetto Metrorail Station Lease

housing, and other community interests and welfare, and to further economic development in Miami-Dade County.

D. Landlord desires to lease the Demised Premises to Tenant pursuant to Section 125.379 of the Florida Statutes to enable Tenant (and Sublessees, assignees and/or transferees as described herein) to develop the Demised Premises in Phases as provided herein, and Tenant desires to lease the Demised Premises from Landlord for such purposes.

E. Landlord recognizes that the Rent and other consideration payable to Landlord pursuant to this Lease meets or exceeds the fair market value of the Demised Premises.

F. Landlord, Foundation, and Developer (an Affiliate of Tenant) are parties to the Development Agreement (as hereinafter defined). The Development Agreement grants Tenant the right and obligation to develop the Demised Premises in conformity with the approved Master Plan (as hereinafter defined).

G. Tenant has satisfied the conditions required to commence construction and execute this Lease in accordance with the terms of the Development Agreement.

H. It is hereby mutually covenanted and agreed by and between the Parties hereto that this Lease (as defined above) is made upon the agreements, terms, covenants and conditions hereinafter set forth. Capitalized terms used herein shall have the definitions set forth in Article 2 hereof.

ARTICLE 1

Premises - General Terms of Lease

Section 1.1. Lease of Land and Air Rights.

In accordance with (a) Chapter 125, Florida Statutes; (b) the powers granted to Landlord pursuant to authority properly delegated by the Florida legislature; (c) the authority to lease real property and air rights over real property belonging to Miami-Dade County; and for and in

Phase I of Palmetto Metrorail Station Lease

consideration of the rents, covenants, and agreements specified herein, its successors and assigns, Landlord agrees, pursuant to the terms of this Lease, and does hereby lease and demise unto Tenant, its successors and assigns, and Tenant does hereby take and hire, upon and subject to the conditions and limitations herein expressed, the Demised Premises, reserving to Landlord the rights described herein, to have and to hold the same unto Tenant, its successors and assigns for the Term.

Section 1.2. Term of Lease.

A. The term of this Lease shall be a period of ninety (90) years commencing on the Effective Date (the “Term”). The obligation to pay Rent shall begin on the Effective Date.

B. Landlord shall deliver possession of the Demised Premises on the Effective Date at which time Tenant may take possession thereof. Landlord further agrees that prior to the Effective Date, Tenant may enter upon the Demised Premises, in accordance with the terms of the Development Agreement, to perform studies, tests, evaluations and similar type of inspections in coordination with DTPW.

Section 1.3. Conditions Precedent to Effectiveness of Lease.

This Lease shall not become effective unless and until all applicable provisions of the Development Agreement for a Lease to become effective have been met or waived by Landlord, all as evidenced by Landlord’s execution of this Lease, and the first payment of Initial Rent has been paid to Landlord. For the avoidance of doubt, and notwithstanding any provision of this Lease to the contrary, upon the Effective Date of this Lease, all obligations in the Development Agreement related to the Demised Premises have been incorporated into this Lease, and any default under the Development Agreement shall not be a default under this Lease. Notwithstanding the foregoing, Tenant acknowledges that any default under this Lease may become a default under

Phase I of Palmetto Metrorail Station Lease

the Development Agreement pursuant to Section 17.3 of the Development Agreement. Landlord and Tenant acknowledge that the Miami-Dade County Board of County Commissioners (the “Board”) has approved the execution of the Development Agreement and this Lease, as evidenced by Resolution R-831-22, adopted on September 1, 2022 (“Resolution”).

Section 1.4. **Conditions Related to Construction Activities.**

A. Tenant shall have submitted to Landlord proof that it has closed on a loan to Tenant from a Lender (or a Mezzanine Financing Source, as applicable), for the Lease Phase or the applicable Subphase (which, for the avoidance of doubt, may consist of the initial infrastructure Subphase of development and construction); provided, however, in the event that Tenant does not close on such loan or Mezzanine Financing for the Lease Phase or the initial Subphase, as applicable, and does not begin Commencement of Construction for the Lease Phase or such initial Subphase within one hundred and fifty (150) days after the Effective Date, subject to Unavoidable Delay (as defined below) or any other extension of time approved by Landlord in writing, such failure shall constitute an Event of Default subject to the provisions of Article 19 of this Lease.

B. In the event that Tenant’s construction plan for the Lease Phase includes phased development and construction, and any such Subphases of development and construction are scheduled to commence after the initial Subphase of development and construction (including, for example, an initial infrastructure Subphase of development and construction followed by one or more Subphases of vertical development and construction), the following additional requirements shall be met: (a) a payment and performance bond is obtained or Alternative Security is delivered for the initial Subphase of construction and each subsequent Subphase(s) of construction prior to the Commencement of Construction of such Subphase, (b) deadlines for commencement and completion of all Subphases of construction required to complete the Lease

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Phase shall be set forth in the Lease Project Schedule, attached hereto and Tenant shall provide the County with evidence, as required above, of a financing term sheet or similar agreement for each subsequent Subphase of construction on such Lease Phase at least ten (10) days prior to Commencement of Construction of such Subphase but in no event shall the closing on finance and Commencement of Construction of the final Subphase of the Lease Phase occur later than the later of (x) eighteen (18) months after the Effective Date of this Lease or (y) fourteen (14) months after the deadline for closing on the financing for the initial Subphase and Commencement of Construction pursuant to the preceding paragraph (as such deadline may be extended upon written approval of the County or otherwise in accordance with this Lease), in each case subject to Unavoidable Delay or extensions approved by Landlord in writing (the “Financing Closing Deadline”), and (c) the Security Deposit under the Development Agreement shall not be applied as a credit towards the Rent for the Lease Phase until after the County has received evidence of financing for the last Subphase of construction on such Lease Phase. If Tenant does not close on such financing and begin Commencement of Construction of the final Subphase of the Lease Phase within one hundred fifty (150) days after the Financing Closing Deadline, subject to Unavoidable Delay or extensions approved by the Landlord in writing, such failure shall constitute an Event of Default subject to the provisions of Article 19 of this Lease. Notwithstanding the foregoing, the Financing Closing Deadline shall be automatically extended for a period of up to sixty (60) days in the event that Tenant has satisfied all of the closing conditions under Tenant’s control in its financing documents and that the delay in closing is due to no fault of Tenant.

C. Tenant shall have submitted to Landlord the payment of Initial Rent (as defined herein) pursuant to Section 3.2 and be current on all other Rent and Fees;

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D. Tenant and Landlord acknowledge and agree that Tenant has previously complied with all conditions precedent to commencement of this Lease (unless otherwise waived by Landlord) set forth in Section 1.12 of the Development Agreement, as evidenced by the Landlord's execution of this Lease.

E. Tenant and Landlord agree that all Construction Plans within the Demised Premises or such plans for development that may impact any County Facilities and/or operations thereof (including but not limited to plans depicting the existence and intended location of all utilities and duct banks that connect to, or that otherwise may impact the Station or any other County Facilities) shall be subject to the review and written approval of DTPW to assure the public safety and the integrity and operation of County Facilities. Precedent to any construction, excavation, demolition, restoration, testing, remediation, or staging, Tenant shall have submitted to the DTPW Right-of-Way, Utilities and Joint Development Division through the DTPW Director, or his or her designee, three (3) copies of plans, drawings and calculations showing the relationship between the proposed activities, any and all utilities, and County Facilities. The drawings and calculations shall have sufficient detail to allow DTPW to determine if such activities are likely to impact County Facilities (including any utilities that connect to County Facilities) and/or operations thereof and the extent of that impact, if any. For the avoidance of doubt, and without limiting the right of DTPW to request changes to previously approved plans to address safety and security concerns, this Section 1.4.E shall not be construed to require any additional review and approval of construction and development plans to the extent such plans have already been reviewed and approved by DTPW in accordance with this Lease or the Development Agreement.

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The drawings and calculations shall include, but not be limited to, the following, as applicable:

- 1) Site plan;
- 2) Drainage area maps and calculations;
- 3) Sheeting and shoring drawings and calculations;
- 4) Architectural drawings for all underground levels through the top floor;
- 5) Sections showing foundations in relation to County structures;
- 6) Structural drawings;
- 7) Pertinent drawings detailing possible impacts to County Facilities (including any utilities that may impact County Facilities);
- 8) Geotechnical reports;
- 9) Settlement monitoring, mitigation and remediation plan, if applicable; and
- 10) Proposed sequence of activities.

F. If requested by Landlord, Tenant shall deliver to Landlord a fully executed and delivered copy of the construction contract between Tenant and prime construction contractor(s), together with each of the major contractors, and/or a construction management contract.

G. Tenant has obtained, and has caused its general contractors, construction managers, architects, and subcontractors to obtain such insurance required under Article 7, naming Landlord as an additional insured and loss payee and has delivered to Landlord certificates evidencing such insurance.

H. Any such proposed construction, excavation, demolition, restoration, testing, remediation, or staging may commence only after DTPW has completed its review and the

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DTPW Director or designee has issued written approval of the plans, drawings, and calculations referenced above. Notwithstanding anything herein, all construction shall be in compliance with the latest edition of the Miami-Dade Transit Construction Safety Manual or its replacement, as applicable. Landlord reserves the right at all times to request additional information and/or to disapprove of the Construction Plans and/or activities in whole or in part if Landlord, in its sole and reasonable discretion, determines that County operations or facilities may be unacceptably impacted. If the Landlord, in its sole and reasonable discretion, determines that activities undertaken or authorized by the Tenant, or planned to be undertaken or authorized by the Tenant, may impact County Facilities or operations, the Landlord may require the Tenant to submit a plan to monitor, mitigate, and remediate any such impacts. The plan may call for the alteration, relocation, or replacement of County Facilities and/or applicable private facilities, either temporary or permanent, and with measures required to maintain County Facilities and/or applicable private facilities operational including arrangements acceptable to the County to ensure payment to the County for any expenses incurred by the County in providing County employees or representatives required to monitor and coordinate such activities, if required. The plan must be approved by the Landlord in writing prior to the commencement of any such activities. If directed by the Landlord, the Tenant must promptly mitigate all such impacts as specified by the Landlord and Tenant shall promptly remediate all damage or impacts caused by activities performed or authorized by the Tenant, to the satisfaction of the Landlord, at Tenant's sole expense. If such activities cause disruption or interruption to normal County operations at the Palmetto Station Property, the Tenant shall pay all costs actually incurred by the County in providing replacement and/or alternative services. Additionally, the Landlord shall have the right to slow or stop any activities that the Landlord, in its sole and reasonable discretion, determines to be potentially hazardous to utilities

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or County Facilities, operations thereof or to Miami-Dade County employees, patrons or to the public and to require the Tenant to implement appropriate safety measures as deemed reasonably necessary by the Landlord at the sole cost of the Tenant. Landlord shall not incur any expense as a result of such actions. Landlord shall utilize reasonable efforts to coordinate with Tenant in an attempt to minimize any cost or time impact on the Lease Phase. Prior to Commencement of Construction, the failure of Landlord to approve or consent (or to deny such approval or consent and provide specific guidance as to what changes will be required to obtain Landlord's approval or consent) within thirty (30) days of any request for approval or consent under this Section shall be deemed to be an Unavoidable Delay and shall entitle Tenant to appropriate extensions of time hereunder, and after Commencement of Construction, the failure of Landlord to approve or consent (or to deny such approval or consent and provide specific guidance as to what changes will be required to obtain Landlord's approval or consent) within fifteen (15) days of any request for approval or consent under this Section shall be deemed to be an Unavoidable Delay and shall entitle Tenant to appropriate extensions of time hereunder; provided, however, that Tenant shall not be required to comply with the notice provisions contained within the definition of Unavoidable Delay in order to avail itself of such extension of time. Except in the case of a public emergency for which prior notice is not possible, Landlord shall provide Tenant with reasonable advance notice prior to directing Tenant to undertake any actions pursuant to this Section.

I. Landlord and Tenant acknowledge and agree that during construction of the Parking Garage, passengers using the Palmetto Station Property will park in a temporary parking area located on the land owned by DTPW adjacent to the Demised Premises, which location is depicted in the Schedule 1.4.I. The temporary parking area will be used by passengers using the Palmetto Station Property until the parking spaces designated for the exclusive use of DTPW in

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the Parking Garage are available for use by DTPW. Tenant, at its sole cost, shall install a chain link fence or other barrier along the property boundaries between the Demised Premises and the temporary parking area.

Section 1.5. Performance and Payment Bonds.

A minimum of ten (10) days before Tenant commences any construction work related to any portion of the Lease Phase or Subphase, or any materials are purchased from a supplier for the Lease Phase or Subphase, Tenant shall have executed and delivered to Landlord and recorded in the public records of the County, a payment and performance bond equal to the total cost of the construction of the Lease Phase or the applicable Subphase. Each payment and performance bond shall be in compliance with all applicable laws including the terms of Section 255.05 of the Florida Statutes, including but not limited to, the requirements of Sections 255.05(1)(a) and (c), Section 255.05(3) and Section 255.05(6), and shall name the County and Tenant beneficiaries thereof as joint obligees.

As an alternative to the above-described payment and performance bond, the Tenant may provide security to Landlord (Alternative Security) in the following manner:

- A. Provide the Landlord with a certified check that Landlord may deposit into a County-controlled bank account (escrow account), or an irrevocable letter of credit in a form and in an amount that is acceptable to the Landlord, to remain in place until evidence reasonably satisfactory to the Landlord is submitted to demonstrate that all contractors and material suppliers performing any work on and/or supplying any materials for the Lease Phase or Subphase have been paid in full and a Certificate of Occupancy has been issued for the Lease Phase or Subphase
- B. Require that each prime contractor hired by Tenant to perform work and/or make improvements on the Lease Phase or Subphase to provide a performance bond with a surety

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insurer authorized to do business in the State of Florida as a surety in an amount not less than one hundred percent (100%) of its respective contract in a form acceptable to the Landlord to insure that its construction work shall be completed by the contractor or, on its default, its surety shall name the County as an additional obligee and shall meet the specifications set forth below; and

C. Require each prime contractor hired by Tenant or by the general contractor to perform work and/or make improvements on the Lease Phase or Subphase to provide a payment bond with a surety insurer authorized to do business in the State of Florida as a surety in an amount not less than one hundred percent (100%) of its respective contract in a form acceptable to the Landlord to secure the completion of the Improvements on the Lease Phase or Subphase free from all liens and claims of sub-contractors, mechanics, laborers, and materialmen and shall name the County as an additional obligee and payee and shall meet the specifications set forth below; and;

D. The Alternative Security and bonds required above shall comply with the requirements of Section 255.05 of the Florida Statutes.

If Tenant provides the Alternative Security, Tenant shall also comply with the following obligations:

(i) Obtain a conditional release of lien from each of its prime contractor(s) at the time each progress payment is made;

(ii) Obtain an unconditional release of lien from each of its prime contractor(s) within five (5) business days after payment is made; and

(iii) In the event that any of Tenant's contractor(s) files a claim for non-payment(s) and/or fails to timely provide unconditional releases of lien within the timeframe stipulated, Landlord reserves the right, but not the obligation to:

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- 1) Reduce the amount(s) in question from the Alternative Security posted until the claim(s) is/are liquidated; or
- 2) Appropriate funds for such payment(s) from the Alternative Security posted and make payment(s) directly to claimant(s).

In either case, Tenant shall, within ten (10) business days of notification by Landlord, deposit an amount equal to the reduced/disbursed amount in the County's escrow account or increase the Alternative Security so as to replenish the original amount of the cash deposit(s) or security posted.

Tenant shall not allow any mechanic's liens or materialman's liens, or liens, judgements or encumbrances of any kind by or on behalf of Tenant to remain on or to cloud the title of Landlord's fee simple interest in the Demised Premises and shall indemnify Landlord for any costs, expenses, or damages Landlord incurs by reason thereof, in the event that any such encumbrance is not removed as a lien on Landlord's fee simple interest in the Demised Premises within thirty (30) days after Tenant receives written notice from Landlord demanding removal of such encumbrance, in which case such encumbrance shall be deemed an Event of Default hereunder. Tenant shall promptly take all steps required to promptly remove and otherwise resolve all such encumbrances of which Tenant has been given actual notice.

Section 1.6. **Responsible Wages.**

To the extent permitted under Section 255.0992, Florida Statutes, or other applicable law, the Tenant acknowledges and agrees that it shall be required to pay or to require all contractors and/or subtenants to pay all workers Responsible Wages for work related to the construction of the development. Pursuant to Section 2-10.4.01 and 10-33.02 of the Code (Small Business Enterprise Program) of the code, all privately funded design and construction with a total value

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over \$200,000 must comply with the code which governs the County's Small Business Enterprise Programs. If the Tenant is subject to Responsible Wages, Tenant shall submit or cause to be submitted the Design and Construction packages, to Small Business Development of the Internal Services Department prior to advertisement and/or award for review and determination of the appropriate small business program measures. All packages must be advertised and awarded with the applicable small business measure in accordance with the requirements. If the Tenant is subject to Responsible Wages, the Tenant shall also comply with all provisions of the Responsible Wages Ordinance as set forth in Section 2-11.16 of the Code of Miami-Dade County.

If the Tenant is subject to Responsible Wages, the Tenant or the Tenant's contractor shall be obligated to pay Responsible Wages in effect at the time construction work commences and for the full term of construction or as otherwise required by Section 2-11.16 of the Code of Miami-Dade County, as such may be amended.

Notwithstanding the foregoing, Tenant and Landlord acknowledge and agree the obligations under this Section 1.6 shall be applicable only to the extent permitted by Section 255.0992, Florida Statutes or other applicable law.

Section 1.7. Community Business Enterprise Program.

In accordance with the County's Ordinance No. 12-05, which amended Sections 210.4.01 and 10-33.02 of the County Code, the Lease Phase is subject to the requirements of both the Small Business Enterprise Program-Architectural & Engineering (SBE-A&E) and the Small Business Enterprise Program-Construction (SBE-Construction) to the extent permitted under Section 255.0992, Florida Statutes or other applicable law. As a result, for purposes of selecting and/or hiring any architectural, landscape architectural, engineering, surveying, and mapping professional services, for purposes of design and/or construction, as well as any construction services, the

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Tenant shall submit or cause to be submitted design packages as well as construction packages, for any and all such work, to the County's Small Business Development Division of the Services Department ("SBD") prior to the Tenant's advertisement for such services, for review and determination of appropriate small business program measures, and the application of same. All packages must be advertised and awarded with the applicable small business measures in accordance with the requirements of the above-mentioned County Code. All privately funded construction with a total value over \$200,000 must comply with Sections 10-33.02 and 2-10.4.01 of the Code of Miami Dade County (the "Code"), which govern the County's Small Business Enterprise-Construction ("SBE-Construction") and Small Business Enterprise-Architectural & Engineering ("SBE-A&E") programs. The Tenant shall submit or cause to be submitted the Design and Construction Packages, to the Small Business Development Division of Internal Services Department ("SBD/ISD") prior to advertisement, for review and determination of appropriate small business program measures, and the application of same. All packages must be advertised and awarded with the applicable small business measures in accordance with the requirements of the above-mentioned Code.

Notwithstanding the foregoing, Tenant and Landlord acknowledge and agree the obligations under this Section 1.7 shall be applicable only to the extent permitted by Section 255.0992, Florida Statutes or other applicable law.

Section 1.8. Non-Discrimination

During the performance of this Lease, the Tenant shall comply with all applicable federal, state and local laws prohibiting discrimination based on race, color, religion, sex, national origin, or other protected characteristic, including, but not limited to, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1964, the

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Equal Protection Clause of the Fourteenth Amendment, and the Florida Civil Rights Act, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

Section 1.9. County Facilities and Operations

County Facilities and operations are of critical importance to the County. All operations must be maintained at all times. Any alteration, relocation, or replacement of County Facilities or activities that may impact such facilities and/or operations, either temporary or permanent, may be undertaken only with the express written consent of the County, and must be in compliance with the requirements set forth in the Miami-Dade Transit Construction Safety Manual and the Department of Transportation and Public Works' Adjacent Construction Manual, both as may be amended from time to time, or their replacements, as applicable, including the requirement to obtain Contractor identification badges. The failure of Landlord to approve or consent (or to deny such approval or consent and provide specific guidance as to what changes will be required to obtain Landlord's approval or consent) within fifteen (15) days of any request for approval or consent under this Section shall be deemed to be an Unavoidable Delay and shall entitle Tenant to appropriate extensions of time hereunder.

Section 1.10. Intentionally Deleted.

ARTICLE 2

Definition of Certain Terms

The terms set forth below, when used in this Lease, shall be defined as follows:

A. ADA shall mean the Americans with Disabilities Act, as amended from time to time.

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- B. Additional Rent shall have the meaning ascribed to such term in Section 3.9.
- C. Affiliate shall mean any entity that is under common ownership and control with the Developer or Tenant. For the avoidance of doubt, the transfer of ownership by the Tenant, Developer or the Desarrollo Member to an Affiliate shall not be used as a mechanism to avoid the payment of the Transfer Fee to the County under Section 3.8 herein.
- D. Annual Rent shall have the meaning ascribed to such term in Section 3.3 herein.
- E. Bifurcated Lease shall have the meaning ascribed to such term in Section 17.2.A.
- F. Board shall mean the Board of County Commissioners of Miami-Dade County, Florida.
- G. BOMA Standard shall mean the Standard Method of Floor Measurement for Office Buildings, as most recently published by the Building Owners and Managers Association International (BOMA), which shall be used to compute square footage of all office and retail space.
- H. Certificate of Occupancy shall mean the certificate issued by the person or agency authorized to issue a certificate of occupancy or certificate of completion, as applicable, including any certificate designated as temporary or partial in nature, evidencing that the applicable Improvement(s) is (are) ready for occupancy or use in accordance with applicable Law or Ordinance.
- I. Closing shall mean the execution and delivery of this Lease by each of Landlord and Tenant contemporaneously with the satisfaction of the other Closing Conditions set

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forth in the Development Agreement with respect to the Lease Phase and the payment of Initial Rent.

J. Closing Conditions shall mean the conditions precedent to commence construction that Tenant must satisfy pursuant to the terms of the Development Agreement to Close on this Lease.

K. Code shall mean the Code of Ordinances of Miami-Dade County, as amended from time to time.

L. Commencement of Construction, Construction Commencement, and “commenced” when used in connection with construction of the Lease Phase or Subphase shall mean the earlier of the filing of the notice of commencement under Florida Statutes, Section 713.13 or the visible start of work on the site of the Lease Phase or Subphase. In order to meet the definition of “Commencement of Construction” or commenced herein, such filing of notice or visible start of work must occur after Tenant has received Permit(s) necessary to begin construction for the Lease Phase or Subphase (including on site utility excavation or soil work).

M. Community Housing Units shall mean Workforce Housing Units, Military Housing Units, and Youth Housing Units, which shall be in the aggregate of four hundred and forty (440) units in the Lease Phase. For the avoidance of doubt, all Community Housing Units shall be income- and rent-restricted in accordance with the rent limits set forth in the definitions of Workforce Housing Units, Military Housing Units, or Youth Housing Units, as applicable. All restrictions shall be in place for the Term of this Lease, which shall be no less than ninety (90) years.

N. Comparable Parking Facilities shall mean structured parking garages owned and/or operated by a governmental or quasi-governmental agency located in the geographical area

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where the Development Site is located, that are comparable to the Parking Garage in quantity, age, size, type and quality, subject to ordinary wear and tear.

O. Condition of Rights Granted shall mean any obligation imposed by Tenant on Sublessee, licensee, or any third party in exchange for the right or entitlement to occupy and/or to use any portion of the Improvements or the Demised Premises, including but not limited to, payment(s) or compensation in any form, regardless of the designated use or the term applied to such payments or compensation.

P. Construction Completion or Completion of Construction shall mean, for the Lease Phase or Subphase, the date a Certificate of Occupancy is issued for the Lease Phase or Subphase.

Q. Construction Plans shall consist of Final Design Plans for any Improvements as approved by Miami-Dade County, pursuant to Section 4.6.

R. County Facilities shall mean County-owned and operated facilities including, without limitation, the System, the Station Improvements, all buses and transit vehicles, parking lots and parking structures, drop off/pickup areas, bus stops and shelters, bus bays, streets and sidewalks, maintenance facilities, structures and all associated facilities, including those systems and structures operated by a third party for a transit or transportation-related purpose. For the avoidance of doubt, the term “County Facilities” shall include those facilities located at the Palmetto Station but shall exclude the Parking Garage.

S. Day shall mean a calendar day unless otherwise specified.

T. Demised Premises shall mean the Land, which is being leased to Tenant pursuant hereto, which shall be subject to the provisions of this Lease:

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RESERVING UNTO LANDLORD, subject to the remaining provisions of this Lease, the following, subject to Tenant's rights under this Lease, including, without limitation under Section 4.15:

1) the permanent and perpetual non-exclusive right of ingress, egress, and passageway in, over, through and across the Public Areas of the Demised Premises which shall be necessary or desirable for entrance, exit, and passageway of persons and property, including vehicles, to and from County Facilities;

2) all subsurface rights under the sidewalks, streets avenues, curbs, and roadways fronting on and abutting the Demised Premises;

3) the permanent and perpetual non-exclusive right to use the space located in the Public Areas of the Demised Premises solely for the purpose of ingress and egress of patrons using County Facilities as well as the transportation of baggage, mail, supplies, and materials of such passengers, from the Demised Premises, public thoroughfares and County Facilities; and

4) the permanent and perpetual non-exclusive right to use and occupy the space located in the Public Areas of the Demised Premises to be occupied by County directional signs approved by Tenant as to location, size, and consistency pursuant to the terms of this Lease; and

5) the right to exclude existing or proposed streets and sidewalks from the Demised Premises as set forth in the Master Plan to provide and accommodate access to and from the entire Project or for all Project Phases.

IT BEING UNDERSTOOD between the Parties hereto that no portion of the existing or proposed Palmetto Station Property, as depicted in Schedule 1.1 are leased or intended to be leased to Tenant and that all portions or areas of Palmetto Station Property are expressly EXCEPTED

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AND RESERVED unto Landlord, except to the extent that parts thereof are leased or rights in respect thereof are granted to Tenant as herein provided.

U. Desarrollo Member shall mean a joint venture between Desarrollo Florida, LLC, a Florida limited liability company, or another entity wholly owned and controlled, directly or indirectly, by Alex Lastra, and GLC Development Ventures, LLC, a Florida limited liability company, or another entity wholly owned and controlled, directly or indirectly, by Jose Gonzalez and/or Maria Lievano Cruz.

V. Developer shall mean Res-Des Palmetto, LLC, a Florida limited liability company, which is a joint venture between Desarrollo Member and an entity owned and controlled by an equity investor with experience investing in projects similar to the Project and approved by the County, in its reasonable discretion, prior to or upon the Effective Date, together with its successors, assigns, and Affiliates, each in accordance with this Lease. Desarrollo Member shall initially have at least a ten percent (10%) ownership interest in Developer, and any subsequent changes shall be subject to the terms of this Lease, including, but not limited to, Section 3.8.

W. Development Agreement shall mean that certain Development Agreement dated December 1, 2022, as amended by First Amendment to Development Agreement, dated [____], 2026, by and among Foundation, Developer, and the County, which contains the general terms and conditions and phasing, if applicable, under which Lease(s) will become effective and the entire Development Site is to be developed in conformity with the Master Plan.

X. Development Site shall mean the real property on which the overall Project is to be developed in accordance with the Development Agreement and in conformity with the Master Plan as set forth in Schedule 4.1.A.

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Y. DTPW Permitted Users shall mean DTPW and any user authorized by DTPW, including “park and ride” transit riders utilizing the County Facilities, at the rates established by DTPW for parking facilities operated by DTPW.

Z. Effective Date shall mean the first (1st) day of the month following the date on which this Lease has been executed by both Parties, after the satisfaction of the effectiveness conditions in Section 1.3 of this Lease.

AA. Environmental Law(s) shall mean all federal, state, regional, county, and local statutes, regulations, ordinances, rules, regulations, and policies, all court and administrative orders and decrees and arbitration awards, and the common law, which pertain to environmental matters or contamination of any type whatsoever, including to those relating to the presence, manufacture, processing, use, distribution, treatment, storage, disposal, generation, or transportation of hazardous materials; air, water (including surface water, groundwater, and stormwater), or soil (including subsoil) contamination or pollution; the presence or release (which shall include, (a) spilling, leaking, pumping, pouring, emitting, emptying, discharging, migrating, injecting, escaping, leaching, dumping, or disposing any hazardous materials in, onto, from or about the air, water (including surface waters and groundwater), soils, subsoils or any other surface or media on-site, and (b) the abandonment or discarding of barrels, drums, containers, underground tanks, or any other receptacles ever containing any hazardous materials) of hazardous materials, protection of wildlife, endangered species, wetlands or natural resources; health and safety of employees and other persons; including the following statutes, and regulations adopted thereunder, including without limitation: Chapter 24 of the Miami-Dade County Code; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq. (“CERCLA”); the Solid

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Waste Disposal Act, as amended by the Resource Conservation Recovery Act and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6901 et seq. (“RCRA”); the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. § 1251 et seq.; the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq. (“TSCA”); the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Oil Pollution Act of 1990, 33 U.S.C. § 2701 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; and the Occupational Safety and Health Act, 19 U.S.C. § 6251 et seq.

BB. Event(s) of Default shall have the meaning ascribed to such term in Article 19 herein.

CC. Fair Market Value shall be that sum which, considering all applicable circumstances, would be arrived at by good faith, fair, arm’s-length negotiations between an owner willing to sell and an independent third-party purchaser willing to buy, neither being under any pressure.

DD. Final Design Plans shall mean the Plans and Specifications submitted to the County when design is one hundred percent (100%) complete.

EE. Financing Agreement shall mean any loan or financing agreement (other than a Leasehold Mortgage), mezzanine financing agreements, pledge agreement or preferred or common equity investment agreements, obtained or entered into for the purpose of financing any portion of the Project, leasehold interest or Improvements with a Mezzanine Financing Source. For the avoidance of doubt, Financing Agreements are specifically limited to agreements associated with Mezzanine Financing (including preferred equity investments) and are intended to exclude other forms of agreements not associated with Mezzanine Financing, including, but not

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limited to, agreements associated with crowd funding, or other mechanisms of funding by raising money from a large number of people who contribute a relatively small amount of funds, unless approved in writing by Landlord, which approval may be withheld in Landlord's sole discretion.

FF. Financing Closing Deadline shall have the meaning set forth in Section 1.4.A.

GG. Foundation shall mean Out of Foster Foundation, Inc. (f/k/a MagicWaste Youth Foundation, Inc.), a Florida not-for-profit corporation (or if Foundation ceases to exist or operate a youth housing program, the management of the Youth Housing Units by another not-for-profit company with a Rent-Free housing program with a community purpose, which must first be approved by County in writing).

HH. Governmental Approvals shall mean any and all governmental approvals necessary or advisable for the development of the Lease Phase or Subphase and the construction of the Improvements thereon, including, without limitation, zoning, re-zoning, land use designation changes, variances, conditional permits, site plan, platting, water management permits, drainage, sewer, retention and/or detention approvals, rapid transit zoning (RTZ approval) and concurrency and density approvals.

II. Impositions shall mean all ad valorem taxes, special assessments, sales taxes and other governmental charges and assessments levied or assessed with respect to the Demised Premises and the activities conducted thereon or therein.

JJ. Improvements shall mean all enhancements to be erected and installed on, above or below the surface of the Demised Premises in accordance with Article 4 below as a part of the Lease Phase or Subphase, including but not limited to, the buildings, structures, utilities, utility lines and appurtenant equipment, vaults, infrastructure, landscaping and hardscaping,

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drives, streets, sidewalks, parking areas, including the Parking Garage, and all equipment and systems which are intended to remain attached or annexed, including any replacements, additions, and substitutes thereof, but excluding the Station Improvements.

KK. Including shall always mean “including but not limited to.”

LL. Initial Rent shall have the meaning ascribed to it in Section 3.2.

MM. Land shall mean the real property described in Schedule 1.1 hereto.

NN. Landlord shall mean, on the Effective Date, Miami-Dade County, a political subdivision of the State of Florida, through the Miami-Dade Department of Transportation and Public Works, or its successor. Thereafter, “Landlord” shall mean the owner at the time in question of Landlord’s interest in the Demised Premises.

OO. Law and Ordinance or Laws or Ordinances shall mean all present and future applicable laws, ordinances, rules, regulations, authorizations, orders, and requirements of all federal, state, county, and municipal governments, the departments, bureaus, or commissions thereof, authorities, boards or officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions having or acquiring jurisdiction over all or any part of the Demised Premises.

PP. Lease shall mean this Lease and all attachments, amendments, supplements, addenda, or renewals thereof.

QQ. Lease Milestones shall have the meaning as ascribed to such term in Section 4.2 herein.

RR. Lease Phase shall mean the portion of the Development Site leased to Tenant under this Lease and the portion of the Project to be developed thereon, as described in

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Section 4.1, the Lease Phase Plan depicted in Schedule 4.1, and the Master Plan depicted in Schedule 4.1.A.

SS. Lease Project Schedule shall mean the list of Lease Milestones for the Lease Phase, including each Subphase, if applicable, and deadlines for the commencement and completion of each Lease Milestone, each as set forth in Section 4.2.

TT. Lease Year shall mean each separate and consecutive period of twelve (12) full calendar months beginning on January 1 following the Effective Date and upon each anniversary of such date thereafter, except that (i) if the Initial Rent or Annual Rent does not commence on January 1, then the first Lease Year with respect to the Initial Rent or Annual Rent shall be a partial year commencing on the date Initial Rent or Annual Rent becomes payable and ending on December 31 of such calendar year, and (ii) if the Initial Rent or Annual Rent terminates on any day other than the last day of a Lease Year, then the last Lease Year with respect to Initial Rent or Annual Rent shall be the period from the end of the preceding Lease Year to such date of termination.

UU. Leasehold Mortgage shall mean a mortgage or mortgages of the leasehold interest of Tenant hereunder given to any Leasehold Mortgagee, securing the debt of Tenant to such Leasehold Mortgagee related to the Lease Phase and/or Subphase, and shall be deemed to include any mortgage by which this Lease has been encumbered.

VV. Leasehold Mortgagee shall mean any Lender that is or becomes a holder, mortgagee or beneficiary under a Leasehold Mortgage and the successors or assigns of such holder, mortgagee, or beneficiary.

WW. Lender shall mean any of the following entities that is not a Prohibited Person or Affiliate of Tenant:

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a) any federal or state chartered commercial bank, national bank, savings and loan association, savings bank or trust company, or any of their respective Lender Affiliates;

b) any pension, retirement or welfare trust or fund, public limited partnership, public real estate investment trust or other public entity investing in commercial mortgage loans, in each case whose loans on real estate are regulated by state or federal laws, and whose total assets (in name or under management) is in excess of \$500,000,000 or any of their respective Lender Affiliates;

c) any licensed life insurance company in the business of making commercial mortgage loans, in each case whose loans on real estate are regulated by state or federal laws, or any of their respective Lender Affiliates;

d) a governmental agency;

e) a securitization trust that is rated by S&P, Fitch or Moody's (or any like-extant national rating agency) and that has total assets (in name or under management) in excess of \$500,000,000, or any of their respective Lender Affiliates;

f) an investment bank, a hedge fund, opportunity fund, private debt or equity fund, or like entity that has total assets (in name or under management) in excess of \$500,000,000, or any of their respective Lender Affiliates; and

g) any other source of funding, public or private, which is otherwise approved by the County, which approval shall not be unreasonably withheld, conditioned, or delayed.

References to Lender shall include an entity or entities meeting the above definition that is a Leasehold Mortgagee or a Mezzanine Financing Source (or any combination thereof).

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XX. Lender Affiliate shall mean, regarding any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control with such person or entity.

YY. Master Covenants shall mean those certain covenants, conditions, restrictions, easements, and parking agreement for the Project to be recorded in the Public Records of Miami-Dade County, Florida, which, *inter alia*, will (i) govern the relationship of some or all of the Phases of the Project and/or portions of the Project, including the Parking Garage, leased pursuant to this Lease; (ii) govern the use of certain components of the Demised Premises (which may include, without limitation, walkways, promenades, driveways, parking facilities, park areas, project-wide lighting and signage, and other shared components, areas, and facilities) shared by some or all of the Demised Premises leased pursuant to this Lease and other future Phases of the Project; (iii) establish easements for access, pedestrian and vehicular ingress and egress, utilities, structural support, encroachments, loading areas, and other common property easements; (iv) address landscaping, maintenance and repairs of shared facilities, and financial contributions by each Phase of the Project and/or portions of the Project leased pursuant to this Lease to cover the cost of the foregoing; and (v) establish certain maintenance and use standards with respect to the Demised Premises (including the Parking Garage), as modified, amended, restated, supplemented, and extended from time to time.

ZZ. Master Plan shall mean the development plan for the entire Development Site as set forth in Schedule 4.1.A, as such may be amended with respect to the Lease Phase with the written consent of Landlord or as otherwise permitted under this Lease.

AAA. Mezzanine Financing shall mean a loan or equity investment made by the Mezzanine Financing Source to provide financing or capital for the Lease Phase and/or Subphase,

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or any portion thereof, which may be secured by, inter alia, a mortgage and/or a pledge of any direct or indirect equity or other ownership interests in Tenant or structured as a preferred or common equity investment in Tenant (or its Affiliate), and which, in the event of a bona-fide default by Tenant(or its Affiliate), as applicable, under the Financing Agreement, provides for “mezzanine style” remedies, the exercise of which may result in a change of control of Tenant (or its Affiliate), as applicable. For the avoidance of doubt, the change of control as a result of the exercise of the “mezzanine style” remedies in the absence of a bona-fide default under the Financing Agreement shall not be used as a mechanism to avoid the payment of the Transfer Fee to the County under Section 3.8 herein.

BBB. Mezzanine Financing Source shall mean a Lender selected by the Tenant to provide Mezzanine Financing.

CCC. Military Housing Units shall mean a minimum of approximately one hundred and ten (110) residential units in the Lease Phase that (a) are rent-restricted to the amount established each year by the Florida Housing Finance Corporation for total household income equaling one-hundred and twenty percent (120%) of area median income for Miami-Dade County, and (b) are marketed to active and retired military personnel in coordination with the Miami-Dade Military Affairs Board or other governmental agency or not-for-profit entity approved by the County. These units shall at all times be affordable in accordance with Florida Statutes, Section 420.0004. All restrictions shall be in place for the Term of this Lease, which shall be no less than ninety (90) years. Notwithstanding anything herein, Tenant is not required to leave vacant the residential units allocated as Military Housing Units pursuant to this Section 2.CCC if, after using commercially good faith marketing efforts (by way of example, and not limitation, listing available units on military-focused websites and working with the Military Affairs Board to market units),

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Tenant is unable to find qualifying active or retired military personnel for such units; provided that such units are rented as Workforce Housing subject to the restrictions in Section 2.NNNN.

DDD. Must, either in capitalized or in lower case form, when used in this Lease Agreement is intended to always convey a mandate and/or a requirement.

EEE. Must not, either capitalized or in lower case form, when used in this Lease Agreement is intended to always convey a prohibition and/or something that is not allowable.

FFF. Palmetto Station Property shall mean the property owned by Miami-Dade County and all existing and proposed improvements or modifications thereon, including those contemplated by the Master Plan, generally located immediately west of the Palmetto Expressway and north of NW 74th Street but specifically exempting the Development Site, and more specifically described and depicted on Schedule 2.FFF.

GGG. Parking Garage shall mean the initial phase of the structured parking garage depicted on the Master Plan, which shall be developed by Tenant in connection with the Lease Phase, containing a minimum of nine hundred and ninety (990) spaces, of which (i) 440 spaces (the “Tenant Spaces”) in the upper levels (the “Tenant Exclusive Parking Levels”) will be reserved for the exclusive use of the Tenant Permitted Users, at no charge to Tenant, at all hours, during the Term of this Lease; and (ii) 550 contiguous spaces (“Station User Spaces”) in the lower levels will be reserved for the exclusive use by the DTPW Permitted Users, at no charge to Landlord, at all hours, during the Term of this Lease. All spaces within the Parking Garage shall be regular standard self-parked parking spaces measuring no less than 8’6” X 18’ (and shall not be subject to non-standard features or requirements, such as tandem spaces, compact spaces or valet requirements), except for handicapped parking spaces, which shall be subject to and meet the requirements of applicable Laws and Ordinances. The Station User Spaces will be clearly marked

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with appropriate signage, as determined by DTPW and agreed to by the Tenant, at Tenant's cost, and such parking spaces shall be separate and apart from the Tenant Spaces. For the avoidance of doubt, the Parking Garage shall contain a minimum of one (1) space for each Community Housing Unit, unless otherwise agreed to by Landlord or otherwise required by applicable Laws and Ordinances. Following Completion of Construction and throughout the Term of this Lease, the Parking Garage Improvements shall be and remain part of the Demised Premises, subject to the right of the DTPW Permitted Users to use the Station User Spaces in accordance with this Lease. The Parking Garage shall be operated and maintained in accordance with Section 9.3 hereof. Notwithstanding anything contained herein to the contrary, Landlord and Tenant acknowledge and agree that the second phase of the structured parking garage depicted on the Master Plan shall be developed as part of the second Phase of the Project. Landlord and Tenant agree to reasonably cooperate with each other in connection with any parking agreements that may reasonably be required in connection with the development, construction, use, operation, and maintenance of such future phase.

HHH. Passenger Vehicles shall mean common passenger vehicles, including electric powered cars and vehicles, mini-vans, sports utility vehicles, motorcycles, motor scooters, bicycles, light trucks, and pickup trucks, but excluding buses, trucks with a load capacity of one (1) ton or more, motor homes, campers, trailers, boats, golf carts, and motorized go carts. For the avoidance of doubt, any motorized vehicle which would exceed any height limit or any weight limit of the Parking Garage shall not be deemed a Passenger Vehicle and shall not be entitled to use the Parking Garage.

III. Permit shall mean any permit issued or to be issued by the appropriate agency or person, including but not limited to applicable permits for construction, demolition,

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installation, foundation, dredging, filling, the alteration or repair or installation of sanitary plumbing, water supply, gas supply, electrical wiring or equipment, elevator or hoist, HVAC, sidewalk, curbs, gutters, drainage structures, paving and the like.

JJJ. Permitted Users shall mean collectively, the DTPW Permitted Users and the Tenant Permitted Users.

KKK. Phase or Phases shall mean a separate and distinct portion of the Project which may be developed, financed, constructed, operated, and owned separately from any other Phase of the development.

LLL. Plans and Specifications shall mean the plans and specifications (including Preliminary Plans and Final Design Plans) for all the work in connection with the alteration, construction, and reconstruction of the Lease Phase or Subphase, if applicable, required to be done or performed hereunder and shall include any changes, additions, or modifications thereof, including any change, additions, or modifications to existing Improvements on the Lease Phase or Subphase, that are submitted to the County for approval pursuant to this Lease.

MMM. Preliminary Plans shall mean the site plan or conceptual plans for the Demised Premises, which have been submitted by Tenant to Landlord for its review pursuant to this Lease prior to the preparation and submittal of Final Design Plans.

NNN. Prohibited Person shall mean any of the following: (i) any person or entity (whose operations are directed or controlled by an individual) who has been convicted of or has pleaded guilty in a criminal proceeding for a felony or who is an on-going target of a grand jury investigation convened pursuant to United States laws concerning organized crime; or (ii) any person or entity organized in or controlled from a country, the effects of the activities with respect to which are regulated or controlled pursuant to the following United States laws and the

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regulations or executive orders promulgated thereunder to the extent the same are then effective: (x) the Trading with the Enemy Act of 1917, 50 U.S.C. App. §1, et seq., as amended; (y) the International Emergency Economic Powers Act of 1976, 50 U.S.C. §1701, et seq., as amended; and (z) the Anti-Terrorism and Arms Export Amendments Act of 1989, codified at Section 6(j) of the Export Administration Act of 1979, 50 U.S.C. App. § 2405(j), as amended (which countries are, as of the date hereof, Iran, Sudan, and Syria); or (iii) any person or entity who has engaged in any dealings or transactions (x) in contravention of the applicable money laundering laws or regulations or conventions or (y) in contravention of Executive Order No. 13224 dated September 24, 2001, issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time –to time or any published terrorist or watch list that may exist from time to time; or (iv) any person or entity who appears on or conducts any business or engages in any transaction with any person appearing on the list maintained by the U.S. Treasury Department’s Office of Foreign Assets Control list located at 31 C.F.R., Chapter V, Appendix A, or is a person described in Section 1 of the Anti-Terrorism Order; or (v) any person or entity who appears on the convicted vendor list maintained by the State of Florida pursuant to Section 287.133, Florida Statutes; or (vi) any person or entity who has been debarred pursuant to the Miami-Dade County Code of Ordinances.

OOO. Project shall mean the overall development, including all Phases of the Project, contemplated by the Development Agreement and Master Plan, as such proposed development may be amended and/or revised from time to time.

PPP. Public Areas shall mean those areas of the Demised Premises both enclosed and unenclosed, generally made available by Tenant (in accordance with the approved Master Plan

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as such may be amended with respect to the Lease Phase with the written consent of Landlord or as otherwise permitted by this Lease) from time to time and open to the public during normal business hours, but does not include common areas in the respective residential, office, or the commercial component.

QQQ. Redevelopment shall have the meaning ascribed to it in Section 11.1.

RRR. Rent shall collectively mean Initial Rent, Annual Rent and Additional Rent.

SSS. Rent-Free shall mean, with respect to the Youth Housing Units, that such units shall be rented to eligible residents at no out-of-pocket cost to such residents; provided, however, Tenant shall be permitted to receive rent subsidies, directly or indirectly on behalf of the eligible residents, for such units (such as, without limitation, affordable housing vouchers) and/or charge the rent for such units to the organization operating the youth housing program or other third parties.

TTT. Restricted Entity shall mean those sanctioned, debarred, or restricted persons and organizations that the U.S. government maintains in any federal list including: the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury); the Foreign Sanctions Evaders List (U.S. Department of Treasury); the Entity List (U.S. Department of Commerce); the Denied Persons List (U.S. Department of Commerce); the Unverified List (U.S. Department of Commerce); the Nonproliferation Sanctions List (U.S. Department of State); the AECA Debarred List (U.S. Department of State); and/or the Convicted Vendor List (Florida Department of Management Services).

UUU. Security Deposit shall have the meaning set forth in the Development Agreement, which upon this Lease becoming effective shall be applied as pre-paid Rent to the first

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Rents becoming due under this Lease until the amount deposited into the account as a Security Deposit is exhausted.

VVV. Shall, either in capitalized or in lower case form, when used in this Lease Agreement is intended to always convey a mandate and/or a requirement.

WWW. Shall not, either capitalized or in lower case form, when used in this Lease Agreement is intended to always convey a prohibition and/or something that is not allowable.

XXX. Station Improvements shall have the meaning ascribed to it in Section 4.1.C.

YYY. Station User Spaces shall have the meaning ascribed to it in Section 2.GGG above, within the definition of “Parking Garage.”

ZZZ. Sublease shall mean any instrument pursuant to which all or a portion of the rights granted by this Lease is transferred to an entity other than the Tenant, including but not limited to, a space lease and/or license agreement, and whereby the original Tenant retains all obligations under the Lease, unless otherwise provided by the Lease. Any Sublease that transfers the Tenant’s development obligations (and not, for example, a Sublease with a residential tenant or for the retail and office space contemplated under this Lease) under this Lease shall expressly provide that the Sublessee shall be jointly and severally liable for the Tenant’s duties, obligations and responsibilities under this Lease, at least as to the portion of the Demised Premises to be sublet.

AAAA. Sublessee shall mean the entity to which a Sublease is granted or its successors or assigns under any such Sublease.

BBBB. Subphase shall mean a separate and distinct portion of the Lease Phase which may be developed, financed, and constructed separately from any other Subphase

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(including, for example, an initial infrastructure phase of development and construction, followed by one or more phases of vertical development and construction).

CCCC. System shall mean the Miami-Dade County Transit System, including, without limitation, all trains, buses, fixed guideways, stations, parking lots, and parking structures, drop off/pickup areas, bus stops and shelters, bus bays, streets and sidewalks, maintenance facilities, structures, and all associated facilities required in the operation of the System. For the avoidance of doubt, the term “System” shall exclude the Parking Garage.

DDDD. Taking shall mean the exercise of the power of eminent domain as described in Article 18.

EEEE. Temporary Community Office Space shall mean a temporary office space containing at least 150 square feet of space, plus the reasonable use of conference rooms, business centers, and other amenities within the Lease Phase as designated by Tenant for the operation of the Youth Housing Units by Foundation.

FFFF. Tenant shall mean, on the Effective Date, Palmetto Crossings, LLC, a Florida limited liability company, together with Tenant’s successors, assigns, and Affiliates, each in accordance with this Lease. Thereafter, “Tenant” shall mean the owner(s) at the time in question of the Tenant’s interest under this Lease, so that if Tenant, or any successor to its interest hereunder ceases to have any interest in the leasehold estate hereby created, whether by reason of (i) assignment, transfer, or sale of Tenant’s interest hereunder, subject to the provisions of Section 17.1, or (ii) a bifurcation of this Lease pursuant to Section 17.2, in each case the assignor, transferor, or seller shall be released from and relieved of all agreements, covenants and obligations of Tenant hereunder to be performed after the date of such assignment, transfer, bifurcation, or sale, provided that the purchaser, successor, or transferee assumes in writing all such agreements,

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covenants, and obligations for the portion of the Demised Premises being transferred. Nothing herein shall be construed to relieve Tenant from any liability or damages arising from actions or omissions occurring or agreements, covenants and obligations required to be performed prior to the date of any such assignment, transfer, or sale of Tenant's interest hereunder. Notwithstanding the foregoing, Tenant shall remain liable for the representations and warranties of Section 24.2.

GGGG. Tenant Spaces shall have the meaning ascribed to it in Section 2.GGG above, within the definition of "Parking Garage."

HHHH. Tenant Permitted Users shall mean Tenant and its Subtenants, (including tenants of the residential dwelling units and commercial spaces), guests, licensees, invitees, employees, agents, representatives, customers, patrons, contractors and subcontractors.

IIII. Transit Operator Housing Units shall mean fifty-three (53) of the Workforce Housing Units in the Lease Phase, consisting of (i) ten (10) residential units in the Lease Phase that are set aside for individuals and families whose total annual household income is no more than sixty percent (60%) of area median income for Miami-Dade County, (ii) twelve (12) units in the Lease Phase that are set aside for individuals and families whose total annual household income is no more than eighty percent (80%) of area median income for Miami-Dade County, and (iii) thirty-one (31) units in the Lease Phase that are set aside for individuals and families whose total annual household income is no more than one hundred percent (100%) of area median income for Miami-Dade County, which shall be marketed to families (having a member) or to individuals employed as bus drivers and other transit operators employed by DTPW or successor department, and such operators shall have the first opportunity to rent such units, provided they otherwise qualify pursuant to the Workforce Housing Laws, any other applicable local, state, and federal Laws and Ordinances, and any reasonable, non-discriminatory screening policies enforced by Tenant. The

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fifty-three (53) Workforce Housing Units in the Lease Phase designated for individuals and families with incomes equal to or less than one hundred percent (100%) of area median income, pursuant to Section 2.NNNN, shall be initially allocated for the Transit Operator Housing Units. The Tenant, with prior written consent of Landlord, may change the unit mix of the Transit Operator Housing Units to include Workforce Housing Units designated for households whose incomes exceed one hundred percent (100%) of area median income, or to expand the eligibility criteria of the families and individuals permitted to qualify for the Transit Operator Housing Units to include additional categories of DTPW employees. For avoidance of doubt, qualifying transit operators and bus drivers for DTPW will have the first opportunity to rent available Transit Operator Housing Units or be placed on a “waitlist” to be established by Tenant with DTPW (pursuant to a marketing plan approved by DTPW) to rent such units; provided, however, that Tenant shall not be required to maintain Transit Operator Housing Units vacant if qualifying bus drivers or transit operators do not apply to rent such units, including if no qualifying bus drivers or transit operators are on the “waitlist” at the time such units become available, and Tenant shall have the right to rent such Transit Operator Housing Units to any eligible families or individuals at any income level.

JJJJ. Unavoidable Delays are delays beyond the control of a party required to perform, such as (but not limited to) delays due to strikes; acts of God; floods; fires; named windstorms; any act, neglect or failure to perform of or by the Landlord; enemy action; civil disturbance; epidemics or pandemics (other than COVID-19 pandemic, any of its variants, and any of its effects, which shall not constitute an Unavoidable Delay); government-ordered closures; sabotage; restraint by court or public authority; litigation or administrative challenges by third parties to the execution or performance of this Lease or the procedures leading to its execution; or

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moratoriums; a Taking that does not result in the termination of this Lease, to the extent that such action or event directly causes a delay in the ability of the Tenant to comply with its obligations under the Lease; delays in obtaining permits or approvals from any governmental agency to the extent that Tenant can reasonably demonstrate to Landlord that it has taken reasonable and timely steps to apply for and pursue the permit or approval in accordance with the timeframes reflected in the Lease Project Schedule or that are otherwise typical of such government agency; and the failure of Landlord to respond to a request for its consent in accordance with any of the deadlines established by the terms of this Lease. The obligated party shall be entitled to an extension of time because of its inability to meet a time frame or deadline specified in this Lease where such inability is caused by an Unavoidable Delay, provided that such party shall, within fifteen (15) days after it has become aware of such Unavoidable Delay, give notice to the other party in writing of the causes thereof and the anticipated time extension necessary to perform. Neither party shall be liable for loss or damage or deemed to be in default hereof due to any such Unavoidable Delay(s), provided that party has notified the other as specified in the preceding sentence and further provided that such Unavoidable Delay did not result from the fault, negligence, or failure to act of the party claiming the delay. Time being of the essence, failure to notify a party of the existence of Unavoidable Delays within the fifteen (15) days of its discovery by any party shall void and be deemed a waiver of the party's ability to claim and extend time via Unavoidable Delays.

KKKK. Work shall mean all matters and things that will be required to be done for the construction, operation, and maintenance of the Improvements and the Demised Premises by the Tenant in accordance with this Lease.

LLLL. Workforce Housing shall mean the rental of housing units to natural persons or families whose total annual household income ranges from sixty percent (60%) to one hundred

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twenty percent (120%) of the area median family income for Miami-Dade County, adjusted for household size, as published annually by the U.S. Department of Housing and Urban Development.

MMMM. Workforce Housing Laws shall mean all Laws and Ordinances regarding Workforce Housing and the financing thereof, as amended from time to time.

NNNN. Workforce Housing Units shall mean, collectively, (i) ten (10) residential units in the Lease Phase that are set aside for individuals and families whose total annual household income is no more than sixty percent (60%) of area median income for Miami-Dade County, (ii) twelve (12) units in the Lease Phase that are set aside for individuals and families whose total annual household income is no more than eighty percent (80%) of area median income for Miami-Dade County, (iii) thirty-one (31) units in the Lease Phase that are set aside for individuals and families whose total annual household income is no more than one hundred percent (100%) of area median income for Miami-Dade County, and (iv) two hundred sixty-one (261) units in the Lease Phase that are set aside for individuals and families whose total annual household income is no more than one hundred and twenty percent (120%) of area median income for Miami-Dade County, in each case, as adjusted for household size, as published annually by the U.S. Department of Housing and Urban Development, and for which rent is capped at the amount established each year by the Florida Housing Finance Corporation for such income limitations. In the event of a change in law that permits the occupancy of property conveyed pursuant to Section 125.379, Florida Statutes, by individuals and families earning up to one hundred and forty percent (140%) of area median income, then, at Tenant's option and upon Landlord's prior written consent, up to 212 of the 261 units identified in clause (iv) may be rented to individuals and families earning up to such higher income threshold, provided that 5 of the 261 units identified in clause (iv) are

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added to the units described in clause (i) and 13 of the 261 units identified in clause (iv) are added to the units described in clause (ii). These units shall at all times be affordable in accordance with Florida Statutes, Section 420.0004. All restrictions shall be in place for the Term of this Lease, which shall be no less than ninety (90) years.

OOOO. Youth Housing Units shall mean a minimum of approximately sixteen (16) micro-residential units in the Lease Phase operated by the Foundation, or if the EFC Program is discontinued operated by another community housing program, that are made Preferentially Available to Qualifying Applicants, on a Rent-Free basis. For the avoidance of doubt, the sixteen (16) micro-residential units will consist of (i) twelve (12) one-bedroom units; and (ii) four (4) two-bedroom units containing a kitchen, restrooms, living and dining facilities, or any combination thereof, that will be commonly shared by the occupants of such unit, for a total of twenty (20) micro-units/bedrooms. These units shall at all times be affordable in accordance with Florida Statutes, Section 420.0004. All restrictions shall be in place for the Term of this Lease, which shall be no less than ninety (90) years (subject to any applicable extensions of the Term of this Lease). For purposes of this Lease, “Preferentially Available” shall mean that Tenant shall first offer available Youth Housing Units to individuals transitioning from foster care who meet the eligibility requirements of the Florida Extended Foster Care Program (“EFC Program”) administered by the Florida Department of Children and Families, or, if the EFC Program is discontinued by the Florida Department of Children and Families, individuals eligible under a comparable community housing program (collectively, “Qualifying Applicants”). Qualifying Applicants must satisfy Tenant’s low-barrier occupancy requirements. Upon commencement of operations and leasing at the Project, Tenant shall notify the Foundation, or such alternative program, of available Youth Housing Units, and such entity shall have a designated referral period,

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which shall be no less than sixty (60) days (the “Referral Period”) to refer Qualifying Applicants. If any of the sixteen (16) Youth Housing Units are not leased to Qualifying Applicants by the end of the Referral Period, Tenant may lease such units to other qualified individuals or households pursuant to Florida Statutes Section 420.0004. Notwithstanding the foregoing, if a Qualifying Applicant is referred by the Foundation (or alternative community housing program) after the Referral Period and no Youth Housing Unit is available, Tenant shall use reasonable efforts to place such Qualifying Applicant in a comparable available unit; provided that Tenant shall not be required to terminate, relocate, or fail to renew any existing tenancy to accommodate such applicant. If a transitioning foster care youth occupying a Youth Housing Unit ceases to meet EFC Program eligibility, the youth may remain a resident in such unit under Tenant’s standard lease terms; however, the unit shall no longer count towards the required minimum Youth Housing Units, and Tenant shall designate a comparable unit within the Project to maintain compliance with this Lease and shall notify the Foundation (or the alternative community housing program) of such availability.

ARTICLE 3

Rent

Section 3.1. Net Lease

This Lease is an absolute net lease. Accordingly, Initial Rent, Annual Rent, and Additional Rent shall be paid to Landlord without deduction for any expense or charge except as otherwise expressly provided for in this Lease. Tenant shall be responsible for and shall pay all expenses of every kind and nature, relating to or arising from the rights granted under this Lease thereon including Impositions and expenses arising from the construction, operation, maintenance, repair, use, occupancy, and/or management relating to the Demised Premises and Improvements.

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Tenant shall pay to Landlord Initial Rent and Annual Rent in accordance with Schedule 3, attached hereto and by reference made a part hereof, together with Additional Rent as and when due under this Lease.

Section 3.2. Initial Rent

During the first two (2) Lease Years, or until actual Construction Completion and a Certificate of Occupancy is issued for the Lease Phase, whichever occurs first, Tenant shall pay to Landlord Initial Rent for the Demised Premises as set forth in Schedule 3 attached hereto and by reference made a part hereof. The first payment of Initial Rent shall be due upon or prior to the Effective Date of this Lease. Subsequent payments shall be due in advance, annually on the anniversary date of the Effective Date, without notice or demand from Landlord. Any prepaid Development Fee (as defined under the Development Agreement) covering any period of time after which Initial Rent becomes due shall be credited to Rent due to Landlord until the amount of any prepaid Development Fee is exhausted. Amounts due for the first and last Initial Rent payments shall be prorated for any partial Lease Year based on the date the Initial Rent becomes payable.

Additionally, after the amount of any prepaid Development Fee is exhausted, the Security Deposit which was deposited into an account under the Development Agreement shall then be applied to any Rent payable to Landlord, until the Security Deposit is exhausted.

Section 3.3. Annual Rent

Upon (a) Construction Completion and issuance of a Certificate of Occupancy for the Lease Phase or (b) the third (3rd) anniversary of the Effective Date, whichever occurs first, and during remaining Term of this Lease, Tenant shall pay to Landlord Annual Rent, as set forth in Schedule 3. Subsequent Annual Rent payments shall be payable in advance, on each anniversary

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date of the Effective Date, without notice or demand from Landlord. Amounts due for the first and last Annual Rent payments shall be prorated in the event of a partial Lease Year based on the date the Annual Rent becomes payable.

Section 3.4. Annual Adjustments to Rent

Commencing in the fourth (4th) full Lease Year, as defined in Article 2 above, and continuing each year during the Term of this Lease and any renewal terms and/or extensions thereof, the amount of Annual Rent established for the previous year shall be increased by two percent (2%) per annum in accordance with Schedule 3.

Section 3.5. Adjustment to Rent in Event of Redevelopment

In the event of Redevelopment of the Lease Phase, Annual Rent shall be adjusted as described in Article 11 of this Lease.

Section 3.6. Late Payments

In the event that any payment of Initial Rent, Annual Rent, or Additional Rent due to Landlord remains unpaid for a period of twenty (20) days beyond their due date, a late charge of five percent (5%) for the initial late payment, and thereafter, one percent (1%) per month of the amount of such payment, calculated on a simple, non-compounding basis, which shall be a liquidated damage, will be added to such delinquent payment for each month that the payment remains delinquent, not to exceed amounts allowed by applicable law. In addition to the rights and remedies provided for herein, Landlord shall also have all rights and remedies afforded by law for enforcement and collection of rent and any late charges which are not inconsistent with the limitations or remedies contained in this Lease. All Rent and other payments due to Landlord under this Lease shall be paid to Landlord at the address specified herein for notice to Landlord.

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Section 3.7. **Enacted Restrictions**

Tenant acknowledges that it has performed reasonable due diligence regarding development of the Demised Premises and that, based upon that due diligence, has proposed to develop the Lease Phase, in substantial compliance with the Master Plan described in Schedule 4.1. Landlord and Tenant acknowledge that the Initial Rent and Annual Rent established in this Lease were based on the understanding that Tenant would be able to develop the Lease Phase as described. If, due solely to Laws and Ordinances enacted subsequent to the Effective Date of this Lease, Tenant is not able to build the Lease Phase as described, then in addition to any other rights Tenant has hereunder, Tenant shall have the right to terminate this Lease and its obligations hereunder by giving written notice to Landlord within six (6) months after such inability becomes known to Tenant, and the obligations of Tenant to pay Rent under this Lease shall be abated as of the date of the giving of such notice, and in such event this Lease shall terminate fifteen (15) days following the Landlord's receipt of notice of termination; and in the event Tenant does not terminate this Lease, as set forth above, Tenant may become entitled to an adjustment in Rent (Initial Rent and Annual Rent) on an equitable basis taking into consideration the amount and character of the space or other aspect of the Lease Phase described in Schedule 4.1, the use of which will be denied to the Tenant, as compared with the space described in the Schedule 4.1. However, in no event, may such adjustments in the proposed development delay the Commencement of Construction or Completion of Construction for a period of longer than one hundred and twenty (120) calendar days, unless an extension of such period of time is granted in writing by the County, in its sole discretion.

Section 3.8. **Payment Where Tenant Sells, Assigns or Transfers Any Development**

Rights

Landlord and Tenant acknowledge that they have entered into this Lease for joint development of public land for the potential of both public and private benefit. The intent of the Parties is that a portion of any sale, assignment or transfer of this Lease (or otherwise of Tenant's rights to develop the Lease Phase), whether direct or indirect, be shared with Landlord, regardless of the method used to accomplish such sale, assignment or transfer, which may include, but are not limited to, a sale, assignment, transfers of stock, partnership interests, or other equity interests in Tenant, and financing or refinancing agreements intending to effectuate a sale, assignment or transfer (for the avoidance of doubt, in each case excluding bona fide financing and refinancing agreements with Leasehold Mortgagees and Mezzanine Financing Sources and transfers and assignments to Leasehold Mortgagees and Mezzanine Financing Sources in connection with foreclosures and deeds/assignments-in-lieu of foreclosure) (each, a "Transfer"). As such, (a) in the event that a Transfer occurs and as a result of such Transfer, Tenant (or after the Transfer any subsequent successor to the leasehold interest of Tenant under this Lease), retains in the aggregate less than a fifty percent (50%) interest in the Lease Phase, or (b) there is an aggregate change of the initial ownership interest in Tenant (or after the Transfer in any subsequent successor to the leasehold interest of Tenant) of more than fifty percent (50%), or (c) Desarrollo Member transfers, directly or indirectly, any interest in Tenant (or otherwise in the Lease Phase), then Tenant shall pay Landlord a transfer fee ("Transfer Fee") equal to (i) three percent (3%) of the gross sales price as stated in the closing statement in connection with any such Transfer occurring prior to the Transfer Fee Escalation Date (defined below); or (ii) one percent (1%) of the gross sales price as stated in the closing statement in connection with any such transfer occurring after the date that is

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five (5) years after Completion of Construction and issuance of a Certificate of Occupancy for the Lease Phase (the “Transfer Fee Escalation Date”). For the avoidance of doubt, investments made into Tenant for the purpose of funding obligations of Tenant in connection with this Lease, the Project, Lease Phase and/or Subphase shall not be considered proceeds resulting from a Transfer, except to the extent that such investment results in a Transfer of the type described in subsection (a), (b) or (c) above and a cash distribution to any owner of Tenant is made. Additionally Transfers of any interest held directly or indirectly by any partner, shareholder or member of Tenant, Developer and/or the Desarrollo Member due to the death of a natural person, by a natural person for estate planning purposes, or by operation of law shall not be considered transfers under subsections (a), (b) or (c) of this paragraph.

The applicable Transfer Fee shall be paid to Landlord at the closing of the Transfer. The payments to Landlord under this section shall be in addition to and with no offsets for any other fees or payments to which Landlord is entitled under any other provisions of this Lease.

For the avoidance of doubt, the transfer of ownership by Tenant to an Affiliate shall not be used as a mechanism to avoid the payment of the Transfer Fee under this Section.

On the Effective Date and each year thereafter, Tenant shall maintain in its records an annual certified statement from a Certified Public Accountant at a reputable regional or national accounting firm, or a Lawyer licensed in State of Florida with the ownership names and percentage of ownership for Tenant (including the direct or indirect interest of Desarrollo Member), as applicable, under this Lease. Upon five (5) days’ notice, Tenant shall permit the County to inspect such statement(s); provided, however, that such inspection shall be on a confidential basis to the extent that the Tenant properly asserts its entitlement to any statutory exemptions to the public-disclosure requirements of Chapter 119, Florida Statutes. Prior to any sale, assignment or transfer,

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as stated in this Section, the Tenant shall permit the County to inspect, on the terms provided in the preceding sentence, a certification, in the form of a detailed breakdown, from a Certified Public Accountant at a reputable regional or national accounting firm, or a Lawyer licensed in State of Florida that verifies the amount of the Transfer Fee in accordance with this Section 3.8, and upon written request, County shall confirm in writing its agreement with the same in accordance with Section 22.2 of this Lease prior to or at the closing of such Transfer. Any additional assignments shall be subject to the above-described payment to Landlord.

Notwithstanding the forgoing, if Tenant is a partnership, joint venture, consortium, or similarly structured entity, within one (1) year of Completion of Construction and issuance of a Certificate of Occupancy for the Lease Phase, the holder of any direct or indirect interest in Tenant may assign all or any portion of such interest to any other holder of any direct or indirect interest in Tenant at the time of such assignment, without payment to Landlord of any Transfer Fee; provided, such Transfer may occur one (1) time only without payment to Landlord of any Transfer Fee. Any additional assignments shall be subject to the above-described payment to Landlord.

Section 3.9. Additional Rent

Additional Rent shall be defined as all costs and expenses owed by Tenant to Landlord as provided for in this Lease other than Initial Rent and Annual Rent.

Section 3.10. No Subordination of Rent

The Rent payable to Landlord hereunder shall never be subordinate to any other amounts due to any third party by Tenant, including to any sums due under any Leasehold Mortgage, Financing Agreement, or Tenant obligation and Landlord shall at all times have a first priority right to payment of Rent.

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Section 3.11. **Operation of Station and System**

Landlord covenants and agrees with Tenant that Landlord will not permanently discontinue or cease the operation of the Palmetto Station Property, or intentionally act to reduce the use of the Palmetto Station Property in any material manner, at any time during the Term. For the avoidance of doubt, the foregoing sentence shall not prohibit Landlord from adjusting in good faith the frequency or mode of transit service to the Palmetto Station Property to reflect the operational needs of the Palmetto Station Property, so long as the Palmetto Station Property is serviced by at least one (1) mode of transportation during rush hours on working days. In the event Landlord determines to permanently discontinue or cease the operation of the Palmetto Station Property, or to intentionally act to reduce the use of the Palmetto Station Property in any material manner, despite such covenant and agreement, then, in addition to any other rights Tenant may have under this Lease, (a) Tenant shall have the right, in its sole discretion, to terminate this Lease and its obligations hereunder as to the Lease Phase or Subphase by giving written notice to Landlord within six (6) months after such discontinuance, cessation, or material reduction in use, and the obligations of Tenant to pay Rent under this Lease shall be abated in its entirety or partially with respect to the Lease Phase or Subphase, as of the date of the giving of such notice, and in such event this Lease shall terminate (in whole or with respect to the applicable Phase(s), as applicable) fifteen (15) days following Landlord's receipt of notice of termination; and (b) in the event Tenant does not terminate this Lease as set forth above, Tenant shall become entitled to an adjustment and reduction in Rent on an equitable basis taking into consideration the impact of such discontinuances, cessation, or material reduction in the use on the Lease Phase, if any.

ARTICLE 4

Development of Land and Construction of Improvements

Section 4.1. Master Plan/Land Uses

A. The Master Plan, as may be amended in accordance with the Development Agreement, which describes the overall development concept for the entire Development Site is attached hereto as Schedule 4.1.A and made a part hereof. Any amendments to the Master Plan after the Effective Date that relate to the Lease Phase shall require the consent of all of the following: (i) Landlord, (ii) Tenant, and (iii) any Leasehold Mortgagee or Mezzanine Financing Source that is entitled to receive notice in accordance with Section 17.5 of this Lease.

B. The Tenant shall develop and construct the Lease Phase on the Demised Premises in substantial conformity with Schedule 4.1 and Schedule 4.1.A; provided, however, that notwithstanding anything in this Lease to the contrary, any obligation of Tenant to develop or operate the Lease Phase in accordance with the Master Plan shall be construed to refer to only the Phase 1 portion of the Master Plan.

C. The Tenant shall make certain improvements to areas of the Palmetto Station Property (the “Station Improvements”), which are anticipated to include (a) the painting of those portions of the Palmetto Station Property reflected in the sketch attached hereto as Schedule 4.1.C, at an approximate cost of \$100,000, (b) the replacement of light fixtures located within in certain areas of the Palmetto Station Property to energy efficient light fixtures, at an approximate cost of \$150,000, (c) the construction of a covered walkway from the Parking Garage to the Palmetto Station Property as reflected in the sketch attached hereto as Schedule 4.1.C, at an approximate cost of \$325,000, (d) the installation of bicycle racks and enhancements to the drop-off and kiss-and-ride areas, including benches, at an approximate cost of \$75,000, and (e) the addition of upgrades to the plaza area at the base of the Parking Garage, including landscaping,

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hardscape, fountains, pavers, and canopy area, including landscaping upgrades throughout certain areas of the Palmetto Station Property, including the entry, at an approximate cost of \$350,000. All of the foregoing Station Improvements described in subsections (b), (c), (d), and (e) shall be substantially in conformance with the renderings and descriptions of such items attached hereto as 4.1.C, as same may be modified with Landlord's written approval in connection with the Project pursuant to the plan approval process set forth herein. Tenant shall perform, or shall cause the Station Improvements to be performed, at a total approximate cost of \$1,000,000 (the "Station Improvements Budget"). The Station Improvements are also anticipated to include the installation of a bicycle lane connecting the Palmetto Station Property to the N.W. 74th Street bicycle trail (the "Bike Lane"), as more particularly set forth on Schedule 4.1.C. attached hereto, the cost of which is not included in the Station Improvements Budget.

D. Tenant shall construct, as part of the Lease Phase, the Parking Garage substantially in conformance with the renderings attached hereto as Schedule 4.1.D, as the same may be modified with Landlord's written approval in connection with the Project pursuant to the plan approval process set forth herein. Landlord acknowledges and agrees that the design and configuration of the Parking Garage set forth on Schedule 4.1.D satisfies the recommendations of Landlord for the Parking Garage. The Parking Garage and Station User Spaces shall be constructed by Tenant at no cost to Landlord.

E. Tenant and Landlord agree, for themselves and their successors and assigns, to devote the Demised Premises to the uses described on Schedule 4.1.E., which shall include the Community Housing Units and Temporary Community Office Space designated on the Master Plan for the Lease Phase. The not-for-profit entity, Foundation, shall have a presence at the Demised Premises during the Term from and after the Completion of Construction. Foundation

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shall be responsible for the management of the Youth Housing Units and Temporary Community Office Space; provided, however, upon delivery of the permanent office space to Foundation in connection with the development and construction of the second Phase of the Project, Foundation shall no longer be responsible for the management of the Temporary Community Office Space, which shall be surrendered to the Tenant. Notwithstanding anything in this Lease to the contrary, in the event that Foundation ceases to operate the Youth Housing Units and/or perform the operational obligations that are personal to Foundation, then Tenant shall cause another qualified not-for-profit company with a Rent-Free housing program with a community purpose, which must first be approved by County in writing, to perform the operational obligations of Foundation with respect to the Youth Housing Units.

F. The Parties recognize and acknowledge that the manner in which the Demised Premises are developed, used, and operated are matters of critical importance to Landlord and to the general welfare of the community. Tenant agrees that at all times during the Term of this Lease, Tenant will use reasonable efforts to create a development on the Demised Premises which:

- 1) Enhances and promotes the usage of transit systems and facilities;
- 2) Creates strong access links between the Demised Premises and the Palmetto Station Property;
- 3) Provides a physical connection between the development and the Palmetto Station Property; and,
- 4) Creates a mixed-use development with a quality of character and operation consistent with that of similar, comparable projects of this nature in Miami-Dade County, Florida, in conformity with Schedule 4.1 and the Master Plan set forth in Schedule 4.1.A.

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G. Tenant shall establish such reasonable rules and regulations governing the use and operation by Sublessees, licensees, and any occupants of the Demised Premises and Improvements as Tenant shall deem necessary or desirable in order to assure the level or quality and character of operation of the Demised Premises and Improvements required herein; and Tenant will use reasonable efforts to enforce such rules and regulations.

Section 4.2. Project Schedule Phased Development

The Parties have agreed that the development of the Lease Phase, including the Parking Garage, shall be developed in accordance with the Master Plan, and in accordance with the Lease Project Schedule, as such may be extended by Unavoidable Delay or duly requested extensions approved by Landlord in writing.

The Lease Phase leased to Tenant under this Lease is described as Phase 1 in the Master Plan.

Lease Milestones for the Lease Phase, including the Parking Garage are set forth in Schedule 4.2 (Lease Project Schedule) attached hereto and made a part hereof. The Lease Project Schedule sets forth the following deadlines for the development of the Lease Phase (“Lease Milestones”):

- A. Design Completion;
- B. Intentionally Deleted;
- C. Scheduled Construction Commencement; and
- D. Construction Completion.

The Tenant shall develop and construct the Lease Phase, including the Parking Garage, in substantial conformity with the Master Plan, the Lease Phase description in Schedule 4.1, the

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rendering for the Parking Garage in Schedule 4.1.D, and in accordance with the Lease Project Schedule, as approved by DTPW.

If Completion of Construction for the Lease Phase, including the Parking Garage has not occurred on or before the date that is six (6) years following the Effective Date, subject to Unavoidable Delays or extensions approved by Landlord in writing, such failure shall constitute an Event of Default subject to the provisions of Article 19 of this Lease.

Section 4.3. Miami-Dade County as Landlord

The following shall apply to the rights and obligations of Landlord in connection with the Tenant's right to develop the Demised Premises and to construct the Improvements:

A. Development Rights of Land

In connection with this contemplated development, the Parties agree Landlord will grant and/or join in such easements, restrictive covenants, easement vacations or modifications, and such other documents, including but not limited to, non-disturbance and attornment agreements as provided in this Lease, as may be necessary for Tenant to develop, maintain, operate, and use the Demised Premises in accordance with the Final Design Plans for the Lease Phase and the Master Plan and to ensure Tenant obtains road access, construction easements, and the right to develop construction staging areas as identified in Schedule 4.1.A, as such may be revised pursuant to the terms of this Lease, and in a manner otherwise permitted hereunder, provided that such grant or joinder by Landlord shall be at no liability, exposure, or cost to Landlord other than its costs of review, and also provided that the location, terms, and form of any such easements or other documents shall be reasonably acceptable to Landlord, which acceptance shall not be unreasonably withheld or delayed.

B. Miami-Dade County's Rights as Sovereign

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It is expressly understood that notwithstanding any provision of this Lease and Miami-Dade County's status as Landlord thereunder:

1) Miami-Dade County retains all of its sovereign prerogatives and rights as a county under Florida laws (but not in regard to its status as Landlord and the performance of its contractual duties hereunder) and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building or zoning; from exercising its planning or regulatory duties and authority; and from requiring development under present or future Laws and Ordinances of whatever nature applicable to the design, construction, development and operation of the Improvements, including the Parking Garage, provided for in this Lease; and

2) Miami-Dade County shall not by virtue of this Lease be obligated to grant Tenant any approvals of applications for building, zoning, planning, or development under present or future Laws and Ordinances of whatever nature applicable to the design, construction, development, and operation of the Lease Phase or Improvements provided for in this Lease.

The County does not represent or guarantee, in any manner whatsoever, the suitability of the Demised Premises for the uses contemplated by the Master Plan or that Governmental Approvals or Permits will be issued for the uses contemplated in the Master Plan. The Tenant shall be solely responsible for obtaining all such Governmental Approvals and Permits and for resolving any objections to the proposed uses, regardless of the source of such objections. Except as set forth in Section 4.8 or as otherwise expressly set forth in this Lease, the County does not guarantee or represent, in any way, that it will provide support or assistance to the Tenant in obtaining Governmental Approvals or Permits or resolving objections to the proposed uses, including but

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not limited to, objections to such uses by community organizations, community activists, elected County officials, or officials charged with issuing such approvals and permits.

Section 4.4. Conformity of Plans

Preliminary Plans, Final Design Plans, and Construction Plans and all Work by Tenant with respect to the Demised Premises and to Tenant's construction of Improvements thereon, including the Parking Garage, shall be in conformity with this Lease, applicable building codes, and all other applicable Laws and Ordinances, including applicable provisions of the Miami-Dade Transit Construction Safety Manual and the Department of Transportation and Public Works Adjacent Construction Manual or their replacements. It should be noted that the Miami-Dade Transit Construction Safety Manual and the Department of Transportation and Public Works Adjacent Construction Manual contain minimum requirements and the County may impose more stringent requirements if the County reasonably determines that more stringent requirements are warranted to adequately protect the Palmetto Station Property and operations thereof.

Section 4.5. Design Plans; DTPW Review and Approval Process

Tenant shall have previously complied with terms of this Section 4.5 as a condition precedent under the Development Agreement to Commence Construction and enter this Lease. Accordingly, this Section 4.5 shall be applicable in the event of redevelopment, addition to, and/or rebuilding of Improvements of the Lease Phase or required as a result of abnormal site conditions that could not have been reasonably foreseen, or to the extent any of the below stages of design were not submitted and approved prior to Closing.

A. Tenant shall submit design and construction documents to DTPW for review, coordination, and approval at the different stages of the Lease Phase. For each submittal, Tenant shall submit eight (8) sets of prints with the date noted on each print.

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B. At fifteen percent (15%) of the overall design completion of the Lease Phase, Tenant shall submit conceptual site layouts and plans, sections, and elevations to DTPW for review in conformity with applicable building codes, Laws and Ordinances, including applicable provisions of the Miami-Dade Transit Construction Safety Manual and the Department of Transportation and Public Works Adjacent Construction Manual or their replacements.

C. At eighty-five percent (85%) design completion of the Lease Phase, Tenant shall submit drawings, conceptual site layouts and plans, sections, elevations, and pertinent documentation to DTPW for review.

D. At one hundred percent (100%) design completion of the Lease Phase, Tenant shall submit to DTPW the Final Design Plans. DTPW shall review these plans to ensure that all previous DTPW comments to which the Parties have agreed have been incorporated therein. However, Tenant may request reconsideration of any comments made by DTPW.

E. Upon receipt of each of the abovementioned submittals, DTPW shall review same and, within thirty (30) business days after receipt thereof, advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. In the event of a disapproval, Tenant shall, within thirty (30) business days after the date Tenant receives such disapproval, make those changes necessary to meet DTPW's stated grounds for disapproval or request reconsideration of such comments. Within thirty (30) business days of DTPW's response to such request for reconsideration, Tenant shall, if necessary, resubmit such altered plans to DTPW. Any resubmission shall be subject to review and approval by DTPW, in accordance with the procedure hereinabove provided for an original submission, until the same receives final approval by DTPW. DTPW and Tenant shall in good faith attempt to resolve any disputes concerning the Final Design Plans in an expeditious manner.

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In the event that the County fails to provide notice to the Tenant of its approval or disapproval of the submittals or to request additional information within the thirty (30) business day period as provided above, the Tenant shall be entitled to an extension of any deadlines directly affected by such delay and such extension shall be considered an Unavoidable Delay. Such deadlines shall be extended only for the same number of days as the County delayed in notifying the Tenant of its approval or disapproval beyond the thirty (30) business day period or such longer extension period as the County may allow provided such extension is provided by the County in writing.

F. Upon the approval of the Final Design Plans for the Lease Phase, such design shall be the Construction Plan for the Lease Phase. DTPW's approval shall be in writing and each Party shall have a set of plans signed by all Parties as approved. In the event any change occurs after approval of the Final Design Plan for the Lease Phase, then Tenant must resubmit the changed portion of the construction plans for DTPW's reasonable approval.

Tenant shall give Landlord final site and elevation plans for the Lease Phase prior to submittal for the building permits for the Lease Phase. All Construction Plans must be in conformity with the Final Design Plans approved by DTPW and the procedure in this Lease.

Section 4.6. Construction Plans

A. Subject to the rights of Leasehold Mortgagees and Mezzanine Financing Sources, Tenant shall assign to Landlord all of Tenant's right, title, and interest in and to all construction and design contracts and Final Design Plans and Construction Plans and all Preliminary Plans, final and working plans, the Master Plan, specifications, drawings and construction documentation prepared in connection with this Lease and all intellectual property rights in any of the foregoing, which assignment shall be in a form reasonably satisfactory to

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Landlord. Moreover, Tenant shall include a provision in each contract to which Tenant is a party with any architect, engineer, general contractor, sub-contractor, design/builder, construction manager that vests DTPW with all right, title, and interest to such Final Design Plans and Construction Plans, all preliminary plans and in such work product should an Event of Default occur and be continuing under this Lease, if a Leasehold Mortgagee or Mezzanine Financing Sources, or their respective successor in interest, after taking possession of the Lease Phase and/or title to Tenant's interest under this Lease, does not elect to construct and complete the Improvements. Such assignment must include an acknowledgement by the architect, engineer, general contractor, sub-contractor design/builder, or construction manager that the contract has been assigned to the Landlord and, subject to the rights of Leasehold Mortgagees and/or Mezzanine Financing Sources, the parties consent to such assignment and will perform its obligations under such contract if elected by Landlord after the occurrence of an Event of Default under this Lease, but subject to the rights of Leasehold Mortgagees and/or Mezzanine Financing Sources, provided that all sums due under the contract are paid and that such contracts may not be materially and adversely modified without Landlord's consent.

B. Notwithstanding the foregoing, Landlord shall not exercise any of its rights as assignee unless and until, after the occurrence of an Event of Default, this Lease has been terminated and each Leasehold Mortgagee and/or Mezzanine Financing Source, or their respective successors, after taking possession of the Lease Phase or title to Tenant's interest under this Lease, has failed to timely exercise its right to a lease in reversion as provided by Section 17.7 or by Section 17.13 of this Lease.

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Section 4.7. “As-Built” Plans

At the completion of the Lease Phase, Tenant shall provide to Landlord eight (8) sets of “as-built” construction plans for any portions of the Improvements constructed under this Lease that impact any portion of County Facilities or systems as defined herein.

Section 4.8. Tenant Obligations

At its sole cost and expense, Tenant shall duly apply for, obtain, and maintain any and all Permits, licenses, easements, property rights, and Governmental Approvals necessary prior to, during, and after construction. DTPW approval of any Preliminary Plans shall not relieve Tenant of its obligations under law to obtain required Governmental Approvals and Permits from any department of the County or any other governmental authority having jurisdiction over developmental and/or zoning regulations, plat approval, and the issuance of building or other Permits and/or approvals and to take such steps, at its sole expense, as are necessary to obtain issuance of such Permits and Governmental Approvals. Landlord agrees to cooperate with Tenant in connection with the obtaining of such Governmental Approvals and Permits. Tenant acknowledges that any approval given by DTPW, as Landlord pursuant to this Article 4, shall not constitute an opinion or agreement by DTPW that the plans are structurally sufficient or in compliance with any Laws or Ordinances, codes, or other applicable regulations, and no such approval shall impose any liability upon DTPW. Tenant shall include a provision in each Leasehold Mortgage, and if applicable, its Financing Agreements, which will acknowledge that Tenant has assigned to DTPW all of Tenant’s right, title, and interest in the Construction Plans and specifications financed thereby should an Event of Default occur and be continuing under this Lease, and the affected Leasehold Mortgagee or Mezzanine Financing Source (by virtue of its control of Tenant), as applicable, does not elect to construct and complete the Improvements.

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Platting or re-platting of the Demised Premises shall be at the sole cost and expense of the Tenant along with any and all recording fees and taxes associated with the filing of any plat, agreement, lease, lease memorandum, or notice pursuant to this Lease. It should be noted that the County retains jurisdiction for building and zoning approvals, including approval of plat, issuance of Permits, building inspections and issuance of certificates of occupancy.

Section 4.9. Application for Development Approvals and Permits

Tenant shall have previously complied with terms of this Section 4.9 as a condition precedent under the Development Agreement to Commence Construction and enter this Lease. Accordingly, this Section 4.9 shall be applicable in the event of redevelopment, addition to, and/or rebuilding of the Improvements. In such event, the Tenant will promptly initiate and diligently pursue, at its sole cost and expense, all application with any government entity or other third party for any and all Governmental Approvals and Permits that may be required in connection with the redevelopment, rebuilding, and/or repair of the Lease Phase. Tenant shall be solely responsible for duly obtaining all final, non-appealable Governmental Approvals and Permits in connection with the redevelopment, rebuilding, or repair of the Lease Phase. No extension of any time period contained within the Governmental Approvals and Permits will be deemed to be an extension of any time requirement of this Lease.

Section 4.10. Construction Costs

Landlord shall not be responsible for any costs or expenses of construction of the Improvements, except as otherwise provided herein or as otherwise agreed to by the Parties in writing.

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Section 4.11. Commencement of Construction

Commencement of Construction, subject to Unavoidable Delays and duly requested changes to the Commencement of Construction Date which are approved by the Landlord in writing, shall occur within one hundred and fifty (150) days of the Effective Date in accordance with the Lease Project Schedule attached as Schedule 4.2. If Commencement of Construction does not occur within such period of time, subject to Unavoidable Delays and duly requested changes which are approved by the Landlord in writing, it shall be considered to be an Event of Default subject to the provisions of Article 19 of this Lease.

Section 4.12. Progress of Construction

Subsequent to the Effective Date of this Lease, Tenant shall submit monthly written reports to DTPW of the progress of Tenant with respect to development and construction of the Lease Phase, including the Parking Garage. Tenant shall also submit a copy of each report to the member of the Board of County Commissioners for the district in which the Demised Premises are located. DTPW reserves the right to change the frequency of reports, from time to time. Construction shall proceed with due diligence and dispatch in accordance with industry standards until Construction Completion and a Certificate of Occupancy is issued.

Section 4.13. Site Conditions

The County offered to provide certain environmental reports it may have had in its possession to Tenant, however, the County does not make any representation or warranty whatsoever regarding the condition of the site or its suitability for the uses contemplated by this Lease or the contemplated development of the Demised Premises. Tenant acknowledges that Tenant has not relied upon and was not materially induced to enter into this Lease by such reports and was fully responsible for making its own determination regarding the suitability of the property

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for the uses contemplated in this Lease and the contemplated development of the Demised Premises.

Tenant shall prepare any required environmental reviews pursuant to the requirements of Miami-Dade Department of Regulatory and Economic Resources or any other applicable regulatory agency as they pertain to the Demised Premises. Tenant shall be solely and fully responsible for providing any and all information and paying the cost of any and all studies and analyses required for the completion of these assessments and for any and all remediation of the Demised Premises and any removal of hazardous materials from the Demised Premises.

Tenant, by executing this Lease, accepts the Demised Premises in its “as-is”, “where is” condition and represents it has visited the site, is familiar with local conditions under which the construction and development is to be performed and has performed all test borings and subsurface engineering generally required at the site under sound and prudent engineering practices, and has correlated the results of the test borings and subsurface engineering and other available studies and its observations with the requirements of the construction and development of the Improvements. Tenant shall provide the Landlord with a copy of all test results.

Tenant shall not be entitled to any payments or financial benefits from the Landlord, and/or adjustment of Rent payments or of any applicable time frame or deadline under this Lease in the event of any abnormal site conditions unless the site conditions are so unusual that they could not have reasonably been anticipated and/or discovered through a comprehensive due diligence process, and in such event, time periods and the commencement of Annual Rent shall be extended by the reasonable time necessary to accommodate redesign of the Master Plan and lengthened construction schedules resulting from such conditions.

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Section 4.14. Ownership of Improvements

All Improvements and all material and equipment provided by Tenant or on its behalf which are incorporated into or become a part of the Lease Phase, including the Parking Garage (but excepting all Palmetto Station Property) shall, upon being added thereto or incorporated therein, and the Lease Phase itself, be and remain the property of Tenant, unless otherwise specifically excepted in this Lease, but subject to the same (not including personal property of Tenant or Sublessees) becoming the property of Landlord at the expiration or termination of this Lease, as extended by renewal terms, if applicable.

Section 4.15. Mutual Covenants of Non-Interference

Landlord's operations and use of the Palmetto Station Property is paramount. Tenant's development and construction of the Lease Phase and its use and operation of the Demised Premises shall not materially and adversely interfere with County's customary and reasonable operations of the Palmetto Station Property, unless prior arrangements have been made in writing between Landlord and Tenant. In such event, Tenant shall pay all costs in providing replacement, alteration, relocation, and/or alternative services.

Tenant shall be required to notify Landlord a minimum of thirty (30) days in advance of any planned activities to be performed or commissioned by Tenant that may impact County Facilities or systems and/or the operation thereof. At its sole discretion, Landlord may require that County employees or representatives are present on site to coordinate, oversee, and/or monitor such activities. Tenant shall be responsible to pay all costs incurred by the County in providing such services and shall pay such costs within thirty (30) days of written demand and supporting information from the County. If Tenant fails to allow such County employees or representatives to be on site or pay for same, such activities shall not commence.

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Notwithstanding the above, Landlord's use of the Palmetto Station Property shall not materially and adversely interfere with Tenant's development and construction of the Lease Phase, Subphase and its use and operation of the Demised Premises and the Improvements to be constructed thereon, unless prior arrangements have been made in writing between Landlord and Tenant. In the event of any dispute involving Landlord and Tenant as to the interference by the other Party of County Facilities and/or Tenant's development, the County shall prevail unless a contrary determination has been made by an order of a court of competent jurisdiction. Landlord may at any time during the Term of this Lease, stop or slow down construction by Tenant or request reasonable mitigation measures, but only upon Landlord's reasonable determination that the safety and use of County Facilities or access to the Palmetto Station Property, or of the users of such facilities or of any employees, agents, licensees and permittees of Landlord is jeopardized. Any such slowdown or stoppage shall be deemed to be an Unavoidable Delay and shall entitle Tenant to appropriate extensions of time hereunder provided that such safety hazard which caused the slowdown or stoppage is not the result of Tenant's negligence or willful act.

Section 4.16. Connection to Utilities

Tenant shall, at its sole cost and expense, locate all utilities existing within the Demised Premises. Tenant shall, at its sole cost and expense, disclose the locations of all utilities existing within the Demised Premises to DTPW, depicted in plans and drawings submitted to DTPW. No Improvements of any type may be constructed over utilities or constructed in any manner which could potentially impact any utilities or the entities served by the utilities. Tenant shall be responsible, at its sole cost and expense, for relocating any existing utilities which, now or in the future, could be impacted by the construction of the Lease Phase, the entities served by the utilities, and/or which must be relocated to avoid construction of any structure over them. The County

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reserves the right, in its absolute and sole discretion, to determine if any such utilities must be relocated.

Tenant, at its sole cost and expense, shall install or cause to be installed all necessary connections between the Improvements constructed or erected by it on the Demised Premises, and the water, sanitary, and storm drain mains and mechanical and electrical conduits and other utilities, whether or not owned by Landlord. Tenant shall pay for the additional cost, if any, of locating and installing new facilities for sewer, water, electrical, and other utilities as needed to service the Demised Premises and for any extension, relocation and/or upgrading of utilities including utilities serving County Facilities.

Section 4.17. Utility Connection Rights

Landlord hereby grants to Tenant, commencing on the Effective Date of this Lease and continuing during the Term thereof, the nonexclusive right to construct utility connections to the Demised Premises, in accordance with the Plans and Specifications and all applicable Laws and Ordinances and Permits. Subject to coordinating with Tenant to minimize disruption to the Project, Landlord shall retain the right to construct above- or below- grade utility connections through the Palmetto Station Property and the Demised Premises.

Section 4.18. Art in Public Places

This Lease Phase is subject to and Tenant shall comply with the Art in Public Places (“APP”) provisions in Section 2-11.15 of the Miami-Dade County Code and Administrative Order 3-11, as managed by the Miami-Dade County Department of Cultural Affairs (“Department of Cultural Affairs”) pursuant to Procedure 358 in the Miami-Dade County Procedures Manual (“Procedures Manual”). Tenant shall transmit or expend an amount equal to one and a half percent (1.5%) of the cost of the Lease Phase (as outlined in the Procedures Manual) to the Department of

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Cultural Affairs for the implementation of the APP program. The Tenant is required to work collaboratively with the Department of Cultural Affairs on the implementation of the APP program pursuant to the requirements of said program. The referenced documents can be accessed at:

https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinances

<http://www.miamidade.gov/ao/home.asp?Process=alphalist>

<http://intra.miamidade.gov/managementandbudget/library/procedures/358.pdf>

Section 4.19. Offsite Improvements

Unless otherwise agreed to by the Parties in writing, any offsite improvements required to be paid or contributed as a result of the development of Palmetto Station Property or the operation of the Station Improvements after construction completion by Tenant, shall be paid or contributed by Landlord. Any offsite improvements required to be paid or contributed as a result of Tenant's development of the Demised Premises pursuant to its Final Design Plans shall be paid or contributed by Tenant.

The requirement for the Tenant to pay for or contribute to off-site improvements which are caused by or are a result of Tenant's development shall not prohibit the Tenant from obtaining impact fee credits if permitted by applicable law, and subject to the Board of County Commissioners' and the Transportation Planning Organizations' review and approval process pursuant to Chapter 33E of the Code of Miami-Dade County, Florida (the "Code").

Notwithstanding the foregoing, in no event shall Tenant have the right to apply any such credits to any financial benefits to the County which Tenant proposed to contribute to Landlord pursuant to this Lease, any Sublease, or the Development Agreement. Further, if at any times the Tenant obtains any funding and/or financial benefit of any type from a government entity that will

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be contributed to the Lease Phase, such funding and/or financial benefit must be promptly disclosed to Landlord in writing.

Section 4.20. Signage and Landscaping of Entrances

Landlord agrees to cooperate with Tenant in the development of plans regarding entrances to the Demised Premises in order to achieve an aesthetic blend of landscaping and signage. All costs of developing such plans shall be paid by Tenant. Any and all signage is subject the requirements, restrictions, and prohibitions of applicable Law and Ordinances law, including but not limited to Article VI of Chapter 33 of the Code of Miami-Dade County, Florida (the “Sign Code of Miami-Dade County”).

Section 4.21. Designation of Landlord’s Representative

The County Mayor, or such person as subsequently designated by the County Mayor upon notice to Tenant, shall have the power, authority and right, on behalf of the Landlord, in its capacity as Landlord hereunder, and without any further resolution or action of the County Commission, to:

- A. Execute this Lease and all amendments, renewals, or extensions thereof;
- B. Review and approve documents, plans, applications, lease assignments and requests required or allowed by Tenant to be submitted to Landlord pursuant to this Article and this Lease, including without limitation the Master Covenants, parking agreements, easements, rental regulatory agreements, and the HUD Lease Addendum and other documentation (including any joinders) relating to any HUD financing;
- C. Consent to actions, events, and undertakings by Tenant for which consent is required by Landlord;

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D. Make appointments of individuals or entities required to be appointed or designated by Landlord in this Lease;

E. Execute nondisturbance agreements and issue estoppel statements as provided elsewhere in this Lease;

F. Execute, on behalf of Landlord, the Master Covenants, parking agreements, easements, rental regulatory agreements, and the HUD Lease Addendum and other documentation (including any joinders) relating to any HUD financing;

G. Execute, on behalf of Landlord, any and all documents necessary or convenient to the foregoing approvals, consents, and appointments;

H. Execute on behalf of Miami-Dade County any and all consents, agreements, easements, applications, or other documents needed to comply with applicable regulatory procedures and secure Permits or other approvals needed to accomplish the construction of any and all improvements in and refurbishments of the Demised Premises, and to amend this Lease to correct any typographical or non-material errors.

Notwithstanding the foregoing, or any other provision of this Lease, any authority delegated to the County Mayor or the County Mayor's designee that is not expressly authorized in the resolution adopted by the Board approving the Development Agreement, or otherwise authorized by an ordinance or resolution of the Board or by applicable law, shall be reserved to the Board.

Section 4.22. Additional Work

Landlord and Tenant hereby acknowledge that, if both Parties hereto agree, the Landlord may contract for certain work or services to be provided by Tenant at the Palmetto Station Property, appurtenant structures, and/or structures or facilities, including but not limited to,

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construction and maintenance items, not otherwise provided for by this Lease. Such work shall be at the cost of the Landlord and, if the Parties hereto agree, may be paid in the form of Rent credit.

Section 4.23. Community Business Enterprise Program

Tenant shall comply, and shall cause its contractors, architect/design professionals, and all subcontractors, sub-consultants, subtenants, and licensees to comply with the County's Small Business Enterprise ("SBE") Programs including, without limitation and to the extent applicable, SBE-Construction, SBE-Architectural and Engineering, SBE-Goods, SBE-Services, Responsible Wages and Benefits Program, the Community Workforce Program, Residents First Training and Employment, and First Source Hiring Programs, as set forth in Sections 10-33.02, 2-10.4.01, 2-8.1.1.1.1, 2-8.1.1.1.2, 2-11.16, 2-1701 and 2-11.17 of the Code of Miami-Dade County, Florida ("Code"), and the Employ Miami-Dade Program Administrative Order No. 3-63. Prior to advertising and entering into any design or construction contract for the Lease Phase, and in the case of a design or construction management contract, prior to the authorization of any design or construction package, the Tenant shall deliver the proposed contract and design and construction package to the Small Business Division of the Internal Services Department of the Landlord ("SBD") for a determination and recommendation to the County Mayor of the SBE measures applicable to such design and construction contract. The County Mayor shall establish the applicable goals upon receipt of the recommendation of SBD ("Applicable Measures"). Tenant shall include the Applicable Measures in design and construction documents, as applicable, and Tenant shall adhere to the Applicable Measures established by the County in all design and construction activities. Tenant shall incorporate in all design and development contracts the prompt payment provisions contained in the Code with respect to SBE entities. Tenant agrees to include in all construction contracts a prohibition against imposing any requirements against SBE entities

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that are not customary, not otherwise required by law, or which impose a financial burden that intentionally impact SBE entities. Tenant shall require that its contractor(s) shall, at a minimum, use SBD's hiring clearinghouse, Employ Miami-Dade Register, and Employ Miami-Dade Project – all available through CareerSource to recruit workers to fill needed positions for skilled laborers on the Lease Phase, and any Lease Phase enhancements. Tenant shall comply with the SBE requirements during all phases of construction of the Lease Phase, including in accordance with the SBE requirements package attached hereto as Schedule 4.24, which is incorporated herein by this reference. Tenant shall require its contractor(s) to include Responsible Wages, and Workforce Programs requirements in all subcontractor agreements. Should the Tenant fail to comply with any of the SBE requirements, Tenant shall be obligated to make up such deficit in future Phases of the Project and/or pay the applicable monetary penalty pursuant to the Code.

Section 4.24. Developers or Co-Developers

Subject to Section 3.8 above, in the event that an assignee, including any Sublessee, is acting as the developer of a Phase, as designated by Tenant, under the terms and conditions of this Lease, then Landlord agrees to cooperate with Tenant and such assignee or Sublessee for purposes of this Lease; provided that Tenant shall have all rights and obligations (if any) granted or retained by Tenant provided to it under the relevant assignments, contracts, or Subleases, so long as same are consistent with the terms of this Lease and Tenant shall receive copies of all correspondence and be notified of and have rights to attend and participate in all meetings or actions involving a third party developer's development. All developers or co-developers shall become registered vendors with the County.

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Section 4.25. Rental Regulatory Agreement

The Tenant hereby acknowledges and agrees that the Landlord is requiring that all residential units in the Lease Phase are rented as Workforce Housing. In furtherance thereof, the Landlord and Tenant agree that all of the residential tenants shall, at all times, meet the income requirements of affordable housing set forth in Section 420.0004, Florida Statutes, and in Section 2.NNNN of this Lease at the time of entry into the residential occupancy agreement. And, for residential tenants that initially met the requirements in Section 2.NNNN but later have household incomes that exceed the amount to qualify to lease a Workforce Housing Unit in the Lease Phase, those residential tenants shall be granted no more than a one (1) year period to remain as a resident in such unit; provided, however, that nothing herein precludes such residential tenant from leasing another Workforce Housing Unit in the Lease Phase (or being relocated to another Workforce Housing Unit) for which income category such residential tenant qualifies pursuant to Section 2.NNNN of this Lease. By way of example, if a residential tenant initially qualified to rent a Workforce Housing Unit restricted to individuals or families making no more eighty percent (80%) of the area median income but later has an income that exceeds such eighty percent (80%) area median income and now qualifies to rent a Workforce Housing Unit that is allocated to individuals and families making no more than one hundred percent (100%) area median income, such residential tenant may rent such other Workforce Housing Unit or may be relocated to such unit by Tenant.

Prior to Completion of Construction, the Tenant will enter into a rental regulatory agreement, or similar document, with the Landlord for the Lease Phase, through the Department of Public Housing and Community Development or successor department, for the monitoring of Tenant's compliance with the foregoing requirements and which shall be in conformance with all

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applicable rules and regulations of the Landlord and this Lease, generally in the form attached hereto as Schedule 4.25. The Tenant hereby agrees that the use of any such funding given, loaned, or otherwise provided by the Landlord in connection with the Demised Premises and/or the Lease Phase, and the rental regulatory agreement, or similar document, shall be monitored, and may be audited, by the Landlord. Any failure by the Tenant to comply with the terms and conditions of the rental regulatory agreement, or similar document, shall be an Event of Default (cross-default) with respect to this Lease.

ARTICLE 5

Payment of Taxes, Assessments, and Impositions

Section 5.1. Tenant's Responsibility for Determining Impositions

Because the Demised Premises is County-owned property, it is not currently subject to real estate taxes. However, it shall be the sole responsibility of the Tenant to determine and pay any and all taxes, assessments, and other Impositions which may arise in connection with this Lease and placing the development on County-owned land. The County makes no representations or warranties as to the continued availability of any exemption or tax benefit, or to the Tenant's ability to receive any such exemption or benefit.

Section 5.2. Tenant's Obligations for Impositions

Tenant shall pay or cause to be paid all Impositions for which Tenant is liable directly to the government authority or entity charged with the collection thereof, prior to their becoming delinquent, which at any time during the Term of this Lease have been imposed, or which may become a lien on, the Demised Premises or any part thereof, or any appurtenance thereto, and shall provide Landlord with documentation, on an annual basis and in a form reasonably acceptable to Landlord, confirming Tenant's payment of such Impositions, provided, however, that:

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A. If, by law, any Imposition (for which Tenant is liable hereunder) may, at the option of Landlord or Tenant be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Tenant may, with prior written notice to Landlord, exercise the option to pay the same, including any accrued interest on the unpaid balance of such Imposition, in installments and, in such event, shall pay such installments as may become due during the Term of this Lease (and provided further, that those installments which are to become due and payable after the expiration of the Term of this Lease, but relating to a fiscal period fully included in the Term of this Lease, shall be paid in full by Tenant); and

B. Any Imposition for which Tenant is liable hereunder relating to a fiscal period, a part of which period is included within the Term of this Lease and a part of which is included in a period of time after the expiration of the Term of this Lease, shall be adjusted between Landlord and Tenant as of the expiration of the Term of this Lease so that Tenant shall pay only that portion of such Imposition which is applicable to the period of time prior to expiration of the Term of this Lease; and

C. Any Imposition relating to the period prior to the Effective Date shall not be the responsibility and obligation of Tenant.

Tenant shall protect and indemnify Landlord against all loses, expenses, and damages, including but limited to attorney's fees, arising from any Impositions upon the Demised Premises in accordance with Article 7.

Landlord hereby covenants and represents that the Demised Premises, prior to the execution of this Lease was not subject to real estate or ad valorem taxations during Landlord's ownership. After execution of this Lease, should the Demised Premises become subject to ad

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valorem taxation, for any reason, then Tenant shall be solely responsible for and shall pay such taxes.

Section 5.3. Contesting Impositions

Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition, for which Tenant is or is claimed to be liable, by appropriate proceedings diligently conducted in good faith but only after payment of such Imposition, unless such payment or payment thereof under protest would operate as a bar to such contest or interfere materially with the prosecution thereof, in which event, notwithstanding the provisions of Sections 5.1 and 5.2 herein, Tenant may postpone or defer payment of such Imposition if:

- A. Landlord is notified of Tenant's intent to contest such Imposition within thirty (30) days after Tenant's actual or constructive notice of such Imposition;
- B. Tenant is in good faith disputing liability therefor or the amount thereof;
- C. Such contest of liability or amount operates as a stay of all sale, entry, foreclosure, or other collection proceedings in regard to such obligations;
- D. Neither the Demised Premises nor any part thereof would by reason of such postponement or deferment be in danger of being forfeited or lost and Landlord is not subject to any expense or liability;
- E. If required by Landlord, Tenant shall furnish a cash deposit or surety bond in the full amount of Imposition including any costs (including any interest, penalties, and counsel fees) liability or damage arising out of such contest within thirty (30) days after Tenant's actual or constructive notice of such Imposition; and
- F. Promptly upon the termination of any such proceedings, Tenant shall pay the amount of such Imposition or part thereof, to the extent held valid if any, as finally determined

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in such proceedings, together with any costs, fees, including counsel fees, interest, penalties and any other liability in connection therewith.

Landlord shall not be required to join in any proceedings referred to in this Section 5.3 unless the provisions of any law, rule, or regulation at the time in effect shall require that Landlord is a necessary party to such proceedings, in which event Landlord agrees to participate in such proceedings at Tenant's sole cost and expense.

Section 5.4. Special Assessments

Landlord, operating in its official capacity as Miami-Dade County, retains all its rights to impose nondiscriminatory special assessments or other public charges and shall treat Tenant the same as similarly sized and situated parties.

ARTICLE 6

Surrender

Section 6.1. Surrender of Demised Premises

On the last day of the Term, as may be extended in accordance with this Lease, or upon any earlier termination of this Lease (subject to the rights of any Leasehold Mortgagee and/or Mezzanine Financing Source as provided in Section 17 hereof), all right, title, and interest to the Improvements (unless demolished) shall automatically pass to, vest in, and belong to the Landlord or its successor in ownership, and Tenant shall surrender and deliver up the Demised Premises to the possession and use of Landlord without delay and in the conditions required by Articles 16 and 19 herein, in good condition and repair, reasonable wear and tear excepted. The Demised Premises and Improvements thereon shall be returned free and clear of all debts, leases, mortgages, liens, encroachments, and encumbrances (in each case, other than those caused by Landlord and except as otherwise expressly permitted by this Lease), and all outstanding obligations of Tenant to Landlord under this Lease shall be satisfied by Tenant. Landlord reserves the right to require that

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Tenant perform environmental studies to assess the condition of the Lease Phase prior to the expiration of the Term or early termination of the Lease, and to remediate any environmental conditions that exist upon the Lease Phase in violation of Environmental Laws unless such conditions were caused solely by anyone acting by, through or under the Landlord, its agents, or representatives, and except to the extent caused as a result of Landlord's operation or use of the Palmetto Station Property and/or Parking Garage. The Landlord and Tenant covenant that, to confirm the automatic vesting of title as provided in this paragraph, each will execute and deliver such further assurances and instruments of assignment and conveyance as may be reasonably required by the other for that purpose.

Tenant shall assign, transfer, and/or deliver to Landlord, on or before the expiration date of this Lease or such earlier date that this Lease terminates or expires, upon Landlord's request, all of Tenant's rights, title, and interest to property rights, licenses, permits, plans, drawings, warranties, and guaranties then in effect for the Demised Premises.

Tenant hereby waives notice to vacate or quit the Demised Premises and agrees that Landlord shall be entitled to the benefit of any and all provisions of law respecting the summary possession of the Demised Premises from a Tenant holding over to the same extent as if statutory notice had been given. On the last day of the Term, as may be extended in accordance with this Lease, or upon any earlier termination of this Lease (subject to the rights of any Leasehold Mortgagee and/or Mezzanine Financing Source as provided in Section 17 hereof), it shall be lawful for the Landlord or its successor in ownership to re-enter and repossess the Demised Premises and Improvements thereon without process of law or court action. Tenant shall be liable to Landlord for any and all actual damages which Landlord suffers by reason thereof, and Tenant shall indemnify Landlord against all claims and demands by any succeeding Tenant and for all expenses

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and attorney's fees for Landlord's enforcement of the terms of this Article 6, except for those arising from Landlord's gross negligence or willful misconduct.

Section 6.2. Removal of Personal Property or Fixtures

Where furnished by or at the expense of Tenant or Sublessee, or secured by a lien held by either the owner or a lender financing same, signs, furniture, furnishings, movable trade fixtures, business equipment, and alterations and/or other similar items of personal property may be removed by Tenant, or if approved by Tenant, by such Sublessee, or lien holder at, or prior to, the termination or expiration of this Lease; provided however, that if the removal thereof will damage an Improvement or necessitate changes in or repairs to an Improvement, Tenant shall repair or restore (or cause to be repaired or restored) the Improvement to a condition substantially similar to its condition immediately preceding the removal of such personal property, or pay or cause to be paid to Landlord the reasonable cost of repairing any damage arising from such removal.

Section 6.3. Rights to Personal Property After Termination or Surrender

Any personal property of Tenant which shall remain in the Demised Premises after the fifteenth (15th) day following the termination or expiration of this Lease and the removal of Tenant from the Improvement, may, at the option of Landlord, be deemed to have been abandoned by Tenant without court action and, unless any interest therein is claimed by a Leasehold Mortgagee or Mezzanine Financing Source, said personal property may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit. Tenant shall reimburse Landlord for all actual costs associated with the removal and disposal of such personal property.

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Section 6.4. No Claim for Value of Improvements

The Improvements shall be constructed and maintained for Tenant's use and operation. The cost or value of the Improvements shall not be intended to constitute Rent, a license fee, or other consideration for the right to occupy the Demised Premises or Improvements thereon.

Tenant shall have no claim against Landlord for the value of Tenant's Improvements following any termination of this Lease (except termination due to Landlord's default), whether at the natural expiration of the Term or otherwise, except, with respect to any claims against the County acting in its governmental capacity, including any claims related to a condemnation by County. Moreover, Tenant shall have no claim against Landlord for the value of Improvements during the Term of this Lease as may be extended or amended including but not limited to a claim against Landlord's imposition of Rent pursuant to this Lease.

Section 6.5. Survival

The provisions of this Article 6 shall survive any termination or expiration of this Lease.

ARTICLE 7

Insurance and Indemnification

Section 7.1. Insurance Requirements

At all times during the Term of this Lease, Tenant shall, at its sole cost and expense, procure and maintain all of the insurance specified below, except as otherwise approved by the Landlord in writing. In addition, but only to the extent specified below, Tenant shall ensure its general contractor(s), property manager(s), and Sublessee(s) maintain the coverages set forth below. All policies maintained by Tenant and Tenant's general contractor(s), property manager(s), and Sublessee(s) must be executable in the State of Florida. All insurers must maintain an AM Best rating of A- or better, subject to the approval of the County Risk Management Division, and the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All

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Insurance Companies Authorized or Approved to Do Business in Florida” issued by the State of Florida Department of Financial Services. The terms and conditions of all policies maintained by Tenant and Tenant’s general contractor(s), project manager(s), and Sublessee(s) may not be less restrictive than those contained in the most recent editions of the policy forms issued by the Insurance Services Office (ISO) or the National Council on Compensation Insurance (NCCI). Said insurance policies shall be primary over any and all insurance available to the Landlord whether purchased or not and shall be non-contributory. The Tenant, and Tenant’s general contractor(s), project manager(s), and Sublessee(s) shall be solely responsible for all deductibles contained in their respective policies. All non-property insurance related policies procured pursuant to this Section shall be subject to a maximum deductible not to exceed \$50,000.00. The Landlord shall be included as an “additional insured” or “loss payee” on all such policies (subject to the rights of Leasehold Mortgagee and Mezzanine Financing Sources).

Section 7.2. Required Insurance Limits

A. In the event of redevelopment, rebuilding, or repair of the Improvements, Tenant shall maintain or shall cause its contractor(s) and subcontractor(s) to maintain, insurance during the design and construction process, as follows:

- 1) Worker’s Compensation Insurance as required by Florida Statute Chapter 440.
- 2) Employer Liability Insurance with limits not less than:
 - a) \$500,000 bodily injury by accident;
 - b) \$500,000 bodily injury by disease; and
 - c) \$500,000 bodily injury by disease, each employee.

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3) Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage. Miami-Dade County must be included as an additional insured for on-going and completed operations.

4) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

5) Tenant shall cause any architects or engineers to maintain architects' and engineers' errors and omissions liability insurance specific to the activities or scope of work such consultant will perform. If coverage is provided on a "claims made" basis, the policy shall provide for the reporting of claims for a period of five (5) years following the completion of all construction activities. The minimum limits acceptable shall be Two Million Dollars (\$2,000,000), per occurrence, and Four Million Dollars (\$4,000,000), in the aggregate.

6) Intentionally deleted.

B. During construction, Tenant, or Tenant's general contractor(s), shall maintain insurance as follows:

1) Worker's Compensation Insurance for all employees as required by Florida Statute Chapter 440.

2) Employer Liability Insurance with limits not less than:

- a) \$500,000 bodily injury by accident;
- b) \$500,000 bodily injury by disease; and
- c) \$500,000 bodily injury by disease, each employee.

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3) Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage. Miami-Dade County must be included as an additional insured for on-going and completed operations.

4) Automobile Liability Insurance procured and maintained by Tenant's general contractor(s) covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

5) Prior to commencement of construction, Tenant or Tenant's general contractor(s) shall procure Completed Value Builder's Risk Insurance on an "all risk" basis including flood, earthquake, and windstorms and shall include coverage against collapse, those coverages available under the so-called installation floater, damage or destruction of any alteration (and to the development and improvements while under construction), and damage or destruction to materials and supplies to be used or incorporated in the construction that are at or near the Demised Premises (excluding excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) in an amount not less than one hundred percent (100%) of the insurable value of the building(s) or structure(s) under construction, and have a deductible no greater than \$100,000 (except for water damage, interior driven rain, delay in completion and soft cots, which shall be no more than \$500,000, or for windstorm, earth movement, earthquake, flood, and hail insurance, no greater than five percent (5%)). The policy shall name the Tenant and Miami-Dade County as their interests may appear.

6) Pollution Liability Insurance in an amount not less than \$5,000,000 per claim, covering third-party claims, remediation expenses, and legal defense

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expenses arising from on-site and off-site loss, or expenses or claims related to the release of hazardous materials and contaminants at the Demised Premises. Miami-Dade County shall be included as additional insured.

7) Tenant shall cause any architects or engineers to maintain architects' and engineers' errors and omissions liability insurance specific to the activities or scope of work such consultant will perform. If coverage is provided on a "claims made" basis, the policy shall provide for the reporting of claims for a period of (5) years following the completion of all construction activities. The minimum limits acceptable shall be \$2,000,000 per occurrence and \$4,000,000 in the aggregate.

C. During operation Tenant shall maintain insurance as follows:

1) Worker's Compensation Insurance as required by Florida Statute Chapter 440.

2) Employer Liability Insurance with limits not less than:

- a) \$500,000 bodily injury by accident;
- b) \$500,000 bodily injury by disease; and
- c) \$500,000 bodily injury by disease, each employee.

3) Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate per occurrence, with a \$5,000,000 umbrella coverage, for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

4) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

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5) Property Insurance on an “all risk” basis in an amount not less than one hundred percent (100%) of the replacement cost of the building(s) (the required policy shall be Cause of Loss—Special Form). Miami-Dade County must be shown as a loss payee with respect to this coverage.

6) Intentionally deleted.

7) Business Interruption Insurance after the commencement of operations (i.e. leasing of units or commercial space) for the Lease Phase or any portion thereof with coverage utilizing a gross income value with limits equal to no less than twelve (12) months of Tenant’s projected gross income, and which coverage shall contain an extended period of indemnity enforcement which provides that after the physical loss to the Improvements and personal property or losses due to disruption of utility services originating away from the Improvements, the continued loss of income will be insured until such income returns to the same level it was at prior to the loss or the expiration of twenty-four (24) months from the date that the Improvements are repaired or replaced and operations are resumed, whichever occurs first. Landlord and Tenant shall jointly review Tenant’s projected gross income annually and the limits of this policy shall be adjusted based on this review, if necessary.

8) Terrorism and Bioterrorism Insurance so long as the Terrorism Risk Insurance Program Reauthorization Act of 2015 (“TRIPRA”) or similar or subsequent statute is in effect, terrorism insurance for “certified” and “non-certified” acts (as such terms are used in TRIPRA or a similar or subsequent statute) in an amount equal to the full replacement cost of the Improvements plus no less than twenty-four (24) months of business interruption coverage. If TRIPRA or a similar or subsequent statute is not in effect, then the “all risk” property insurance required pursuant to Article 7 of this Lease shall not exclude coverage for

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acts of terror or similar acts of sabotage unless terrorism insurance is not commercially available, in which case, Tenant shall obtain stand-alone coverage in commercially reasonable amounts.

Whenever, in Landlord's reasonable judgement, good business practices, and changing conditions indicate a need for additional liability limits or different types of insurance coverage, Tenant shall, within thirty (30) days after Landlord's written request, obtain such insurance coverage, at Tenant's expense, provided that the requested amounts and types of coverage are customary and available for issuance in the State of Florida and provided that Landlord shall not require any increase in the limits of coverage more than once every three years.

Section 7.3. Premiums and Renewals

Tenant shall pay all premiums for all insurance required by this Article, as the same become due. Tenant shall renew or replace each such policy thirty (30) days prior to and deliver to the Landlord evidence of payment of the full premium thereof prior to the expiration of such policy.

Section 7.4. Evidence of Insurance

A. Prior to the Effective Date of this Lease, and annually thereafter, Tenant shall deliver satisfactory evidence of required insurance to the Landlord. Satisfactory evidence shall be:

- 1) A certificate of insurance for all required coverage; and
- 2) A copy of the declaration page.

B. The Landlord, at its sole option, may request a certified copy of any or all insurance policies required by this Lease, or the applicable portions thereof if insurance is provided through a master insurance program. All insurance policies must specify that they are not subject to cancellation or non-renewal without thirty (30) days' notice provided by the insurer to the Landlord and any Leasehold Mortgagee or Mezzanine Financing Source. The Tenant will deliver

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to the Landlord prior to the date of expiration of any insurance policy, a renewal policy replacing any policies expiring during the Term of this Lease, or a certificate thereof, together with evidence that the full premiums have been paid. All certificates of insurance required herein shall:

- 1) Be in a form acceptable to Landlord;
- 2) Name the types of policies provided;
- 3) State each coverage amount and deductible for each policy;
- 4) Refer specifically to this Lease;
- 5) List Landlord as an additional insured;
- 6) Evidence the waiver of subrogation in favor of Landlord as required

herein;

- 7) Evidence that coverage shall be primary and non-contributory; and
- 8) Evidence that each policy includes a cross liability or severability of

interests provision, with no requirement of premium payment by the Landlord.

C. The official title of the certificate holder is “**Miami-Dade County**”. Additional insured endorsements for the Landlord shall read “**Miami-Dade County**” and shall be addressed pursuant to the notice requirements to Landlord in Section 20.1.

Section 7.5. **Effect of Loss or Damage**

Except as provided in Section 16.7 of this Lease, any loss or damage by fire or any other casualty of or to any of the Improvements or the Demised Premises at any time shall not operate to terminate this Lease or to relieve or discharge Tenant from:

- A. The payment of Rent;
- B. Payment of any money to be treated as Additional Rent in respect thereto; or

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C. From the performance or fulfillment of any of Tenant obligations pursuant to this Lease as the same may become due or payable as provided in this Lease.

No acceptance or approval of any insurance agreement or agreement by the Landlord shall relieve or release or be constructed to relieve or release Tenant from any liability, duty, or obligation assumed by, or imposed upon it by the provisions of this Lease.

Section 7.6. Proof of Loss

Whenever any Improvements, or any part thereof, constructed on the Demised Premises shall have been damaged or destroyed, Tenant shall promptly make proof of loss in accordance with the terms of the insurance policies and shall proceed promptly to collect or cause to be collected all valid claims which may have arisen against insurers or others based upon any such damage or destruction.

Section 7.7. Waiver of Subrogation

Unless prohibited by law, the insurance coverages required by this Lease shall not allow rights of recovery by subrogation or otherwise (including, without limitation, claims related to deductible or self-insured retention classes, inadequacy of limits of any insurance policy, insolvency of any insurer, limitation or delusion of coverage, against the other Party and its respective officers, agents or employees). Such waiver of subrogation shall be expressly stated in each policy of insurance as required herein.

Section 7.8. Inadequacy of Insurance Proceeds

Except as provided in Section 16 hereof, Tenant's liability hereunder to timely commence and complete restoration of the damaged or destroyed Improvements shall be absolute, irrespective of whether the insurance proceeds received, if any, are adequate to pay for restoration.

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Section 7.9. No Landlord Obligation to Provide Insurance

Tenant acknowledges and agrees that Landlord shall have no obligation to provide any insurance of any type on any Improvements or upon the Demised Premises.

Section 7.10. Right to Examine

The County reserves the right, upon reasonable written notice, to examine the original or true copies of policies of insurance (including binders, amendments, exclusions, riders and applications, or applicable portion of any master insurance policy) to determine the true extent of coverage. The Tenant agrees to permit such inspection and make available such policies or portions thereof, either electronically or at a physical location in Miami-Dade County.

Section 7.11. Personal Property

Any personal property of Tenant or others placed in the Demised Premise shall be at the sole risk of the Tenant or the owners thereof, and the Landlord shall not be liable for any loss or damage thereto for any cause except to the extent caused by the gross negligence or willful misconduct of Landlord and its agents and representatives.

Section 7.12. Indemnification and Hold Harmless

Subject to the terms in Section 7.7, Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents, and instrumentalities from any and all liability, costs, penalties, fines, expenses, losses and actual damages, including but not limited to: (i) any injury to or death of any persons, (ii) damage to, destruction of, or loss of any property, vehicles, Improvements, rights or privileges, including attorney's fees and costs of defense through litigation and appeals, which the Landlord or its officers, employees, agents, or instrumentalities shall incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance or non-performance of this Lease or any Sublease

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which is or is alleged to be directly or indirectly caused, in whole or in part, (a) by any act, omission, default, or negligence (whether active or passive) by the Tenant or its employees, agents, servants, partners, principals, Sublessees, assigns invitees, contractors, or subcontractors; (b) by the failure of Tenant or its employees, agents, servants, partners, principals, subtenants, assigns, invitees, contractors, or subcontractors to comply with any applicable statutes, ordinances, or other regulations or requirements of any governmental authority in connection with the performance of this Lease; (c) by the failure of Tenant or its employees, agents, servants, partners, principals, subtenants, invitees or subcontractors to comply with any other, obligation, covenant, restriction, contract, right, title, obligation, Sublease, assignment, or duty in law or in equity in connection with the performance of this Lease; (d) by the use or occupancy of the Improvements, including the Parking Garage, and the Demised Premises; or (e) in connection with any Sublease or is a Condition of Rights Granted by Tenant to any Sublessee. Notwithstanding the foregoing, Tenant shall have no indemnification obligation to the extent a loss, damage, claim, fine, or penalty is caused by the gross negligence, bad faith, or willful misconduct of the Landlord or any other indemnitee hereunder, or by the non-performance by Landlord or any other indemnitee hereunder of its obligations under this Lease; provided, however, that this indemnity shall not extend to or cover any claims, losses or damages arising out any liability of Landlord to third parties existing at or before the Commencement Date. Tenant shall pay all claims and losses in connection with any matters indemnified hereunder and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Subject to the terms in Section 7.7 hereof, Tenant expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Tenant shall in no way limit the responsibility to

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indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided.

It is expressly understood by the Parties and Tenant acknowledges that elevated noise levels and certain particles and sediments result from the normal operation of the transit system and may adversely affect the Demised Premises. Tenant agrees that it will take reasonable measures to minimize any claims that may occur as a result of such elevated noise levels and particles and sediments by including appropriate disclosures in Tenant's leases with individuals or entities occupying portions of the Demised Premises and Improvements under contract with Tenant ("Tenant Parties"). Landlord shall not be liable to Tenant or Tenant Parties for any costs, losses, injuries, or actual damages resulting from elevated noise levels and particles or sediments caused by the normal transit operations at the Palmetto Station Property.

Except to the extent caused by or due to Landlord's default under this Lease, Tenant shall hold harmless County and waive and relinquish any legal rights and monetary claims which it might have for full compensation, or damages of any sort (a) as a result of the early termination or expiration of this Lease, (b) the inability of the Tenant to obtain the approvals, permits, and rights necessary, and/or (c) the inability of Tenant to develop or construct the Lease Phase as intended, including but not limited to, issues related to diminution of value, business damages, special damages, severance damages, loss of profits, removal costs, Subtenant claims, zoning requirements, plans and specifications approvals, design costs, contractor costs, permitting costs, relocation costs, costs of compliance with Laws and Ordinances, any other direct or indirect costs, and/or Tenant's loss of rights to develop or operate the Demised Premise, and (d) Tenant's loss of use or occupancy of the Demised Premises (subject to the rights of Tenant to an abatement of Rent

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under this Lease), and/or (e) any such rights, claims, or damages flowing from adjacent properties, owned or leased, or under a development agreement.

ARTICLE 8

Operation

Section 8.1. Control of Demised Premises

Landlord hereby agrees that, subject to any express limitations imposed by the terms of this Lease, Tenant and, if applicable, any Sublessee, shall be free to perform and exercise its rights under this Lease and have exclusive control and authority to direct, operate, lease, and manage the Demised Premises in accordance with the provisions of this Lease. Without limiting the foregoing, Tenant is hereby granted the exclusive right to enter into any Sublease, license or similar grant for any part or all of the Lease Phase, Improvements and/or Demised Premises, provided that the term of such Subleases, licenses, or similar grants are in compliance with the terms and conditions of this Lease and do not extend beyond the expiration date of this Lease. Tenant covenants and agrees to use reasonable efforts to continuously operate the Demised Premises consistent with prudent business practices; provided, however, that nothing contained herein shall limit or restrict Tenant's right to limit access to or close all or any portion of the Demised Premises on a temporary basis when necessary to perform repairs or address events of Unavoidable Delay, (ii) to address appropriate security measures, (iii) in the case of an emergency, or (iv) for other reasonable closures that are necessary in Tenant's reasonable judgment and approved by Landlord in writing.

Section 8.2. Non-Subordination and Non-Interference

The Parties agree that the rights, title, access, and privileges granted under this Lease are subordinate and inferior to all rights of the County in and to the Land and the Palmetto Station Property. Tenant shall not interfere, obstruct, or restrict County or the public of its facilities or use of the Palmetto Station Property. County shall at all times have access to the County Facilities,

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and shall have the right to use and enjoy its property without interruption, including the Palmetto Station Property, and Landlord and Tenant hereby mutually agree not to interfere with the free flow of pedestrian or vehicular traffic to and from the Public Areas of the Lease Phase and to and from the Palmetto Station Property. Tenant further agrees that, no fence, or any other structure of any kind (except structures which are reasonably necessary for security and safety, as may be specifically permitted or maintained under the provisions of this Lease, and are indicated on approved Construction Plans or otherwise mutually agreed upon in writing) shall be placed, kept, permitted, or maintained in such fashion as to materially or adversely interfere with pedestrian or vehicular traffic to and from the Public Areas of the Lease Phase to the Palmetto Station Property. The foregoing shall not prohibit Tenant from closing the Improvements and denying access to the public at such times and in such manner as deemed necessary by Tenant, during:

- A. The development or construction of any portion of the Improvements;
- B. The repair and maintenance of the Demised Premises; or
- C. During the operation of the Demised Premises, including without limitation under the circumstances in Section 8.1 above, provided such closing does not materially and adversely interfere with the public's reasonable access to the Palmetto Station Property or with Landlord's customary operations of the System, unless Tenant obtains Landlord's prior written consent.

Section 8.3. Repair and Relocation of Utilities

Notwithstanding anything to the contrary herein, during the Term of this Lease, Tenant shall be responsible for all costs associated with the repair, replacement, removal, and relocation of utilities caused by Tenant's construction of the Improvements (for example, without limitation, instances where Florida Power and Light (FPL) deems it necessary to relocate its utilities because

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FPL is unable to access its utilities due to the location of the Improvements on, over, or near the FPL utilities). To the extent that such work causes an interruption or shut down of the Station or the System, then such shall entitle Landlord to recover from Tenant all costs of any interruption or shutdown of the Station or System resulting therefrom. Upon Completion of Construction of the Lease Phase, Landlord and Tenant hereby agree to maintain and repair, and each Party is given the right to replace, relocate, and remove, as necessary, utility facilities within the Demised Premises required for the operation of the Demised Premises or of County Facilities or systems, provided:

A. Such activity does not materially or adversely interfere with the other Party's operations;

B. All costs of such activities are promptly paid by the Party causing such activity to be undertaken;

C. Each of the utility facilities and the Demised Premises are thereafter restored to their former state; and

Each Party complies with the provisions of all Permits and licenses which have been issued and are affected by such repair and relocation. In the event of any dispute involving any replacement, location, removal, relocation, operation or use of utilities serving County Facilities or systems, the County shall prevail; notwithstanding Landlord agrees to cooperate with Tenant in relocating existing utility lines and facilities, if any, on the Demised Premises which need to be relocated to develop or improve the Lease Phase, including reasonable use of existing easements benefiting the Demised Premises and adjoining rights of way to the Demised Premises, if applicable, and the location and stubbing of utility connections leading to the Demised Premises in a manner consistent with Tenant's Construction Plans. Such relocation of existing utilities shall be at the sole expense of the Tenant.

Section 8.4. **Rights to Erect Signs; Revenues Therefrom**

A. Landlord hereby agrees that, to the extent permitted by applicable Law and Ordinances and subject the requirements, restrictions, and prohibitions of the Sign Code of Miami-Dade County, Tenant shall have the right during the Term of this Lease, to place, erect, maintain, and operate, or cause, allow, and control the placement, erection, maintenance, and operation of any signs or advertisements in accordance with subparagraph B below, in or on the Demised Premises. Tenant shall be responsible for obtaining any and all Permits and licenses which may be required from time to time by any governmental authority for such signs and advertisements, and Landlord agrees to execute any consents reasonably necessary or required by any governmental authority as part of Tenant's application for such Permits or licenses.

B. The following types of signs and advertising shall be allowed, to the extent allowed by applicable Law and Ordinances, and if such signage conforms to the requirements, restrictions, and prohibitions of the Sign Code of Miami-Dade County, in the area described in subparagraph A above:

- 1) Signs or advertisements identifying the Improvements to the Demised Premises and in particular office, hotel, residential, retail, and commercial uses therein;
- 2) Signs or advertisements offering any portion of the Demised Premises for sale or rent; and
- 3) Signs or advertisements advertising or identifying any product, company, or service operating in the Demised Premises or otherwise related thereto.

C. Tenant shall have the right to remove any signs which, from time to time, may have become obsolete, unfit for use or which are no longer useful, necessary or profitable in

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the conduct of Tenant's business, or in the occupancy and enjoyment of the Demised Premises by Tenant or any Sublessees.

D. As used in this Lease, the term "sign(s)" shall be deemed to include, unless otherwise prohibited by applicable Law and Ordinances, including the requirements, restrictions, and prohibitions of the Sign Code of Miami-Dade County, any display of characters, letters, illustrations, logos or any ornamentation designed or used as an advertisement or to indicate direction, irrespective of whether the same be temporary or permanent, electrical, illuminated, stationary or otherwise.

E. Unless otherwise prohibited by applicable Law and Ordinances, including the Sign Code of Miami-Dade County, Tenant shall be entitled but not required to rent or collect a fee for the display or erection of signs and advertisements.

Section 8.5. Landlord's Signs Upon Demised Premises

Signs and informational graphics and displays pertaining to County Facilities, operations, and services shall be allowed to be placed within the Demised Premises at the sole expense of Landlord and at locations and in sizes mutually agreed upon by Landlord and Tenant.

Section 8.6. Tenants' Signs in Station

Subject to the terms of this Lease, Tenant shall be permitted to place directional signs within the Station at the sole expense of Tenant and at locations and in sizes mutually agreed to by Landlord and Tenant.

Section 8.7. Use of Parking Garage

The DTPW Permitted Users shall have an exclusive right to use the Station User Spaces, including a non-exclusive right over, through and across the Parking Garage to access the Station User Spaces, twenty-four (24) hours a day, seven (7) days a week, 365 days a year. The Station

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User Spaces shall only be used for self-parking of Passenger Vehicles of the DTPW Permitted Users and for no other use or purpose. DTPW shall ensure that the Station User Spaces will not, under any circumstances, be utilized by parties other than the DTPW Permitted Users. All revenue generated, derived or received from the Parking Garage with respect to the Station User Spaces shall belong solely to DTPW.

The Tenant Permitted Users shall have an exclusive right to use the Tenant Spaces, including a non-exclusive right over, through and across the Parking Garage to access the Tenant Spaces, twenty-four (24) hours a day, seven (7) days a week, 365 days a year. The Tenant Spaces shall only be used for self-parking of Passenger Vehicles of the Tenant Permitted Users and for no other use or purpose. Tenant shall ensure that the Tenant Spaces will not, under any circumstances, be utilized by parties other than the Tenant Permitted Users. Tenant may charge fees to the Tenant Permitted Users for the use of the Tenant Spaces and all such revenue shall belong solely to Tenant.

Permitted Users of the Parking Garage shall comply with all Laws and Ordinances and the reasonable rules and regulations with respect to the use of the Parking Garage that are established by the Tenant and DTPW from time to time and that are consistent with this Lease (“Rules and Regulations”). The Tenant shall enforce the Rules and Regulations in a nondiscriminatory manner. If the Tenant establishes separate Rules and Regulations from those established by DTPW, it shall provide DTPW with not less than twenty (20) days’ written notice of such Rules and Regulations and any subsequent modifications thereto and shall be approved by DTPW in writing before same shall become effective, which approval shall not be unreasonably withheld, conditioned, or delayed. The use of the Parking Garage by Permitted Users shall be in compliance with all applicable Laws and Ordinances, this Lease, and the Rules and Regulations. DTPW shall use reasonable efforts to ensure that the DTPW Permitted Users observe the terms of this Lease and

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the Rules and Regulations. The Tenant shall use reasonable efforts to ensure that the Tenant Permitted Users observe the terms of this Lease and the Rules and Regulations. The Tenant shall have the right to cause any vehicles of the DTPW Permitted Users that are parked in the areas of the Parking Garage other than the Station User Spaces, to be removed from the Parking Garage in any manner permitted by applicable Laws and Ordinances, at the sole cost and expense of the operator or owner of such vehicle, and the Tenant shall not be liable for, and DTPW hereby releases the Tenant from, any loss or damage to any vehicles so removed or towed and any claims related thereto. The Tenant shall not be in default under this Lease to the extent the Station User Spaces are used by persons other than the DTPW Permitted Users; provided, however, that the Tenant shall be responsible, at no cost to DTPW, for using commercially reasonable efforts to ensure that sufficient spaces are available to serve the DTPW Permitted Users, through signage, issuing warnings, towing unauthorized vehicles, and other reasonable parking control mechanisms; provided, however, that the Tenant shall not have the right to issue citations, tickets, or fines in connection with such enforcement (unless approved by Landlord in writing). Notwithstanding anything contained herein to the contrary, DTPW shall have the same rights, but not the obligation, as the Tenant to independently enforce the Rules and Regulations with respect to the Station User Spaces, including, without limitation, the right to issue warnings, tow unauthorized vehicles, and employ other reasonable parking control mechanisms; however, DTPW shall have the right, but not the obligation, to issue citations, tickets, or fines in connection with such enforcement.

The parties shall cooperate with each other and work in good faith to resolve any operational and enforcement issues that arise with respect to the use of the Parking Garage to

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ensure the use of such improvements are consistent with the parking rights granted under this Lease.

The Tenant shall be permitted to install, operate and maintain any access control systems, robotic-arm guard gate(s), security, and/or security monitoring systems within the Tenant Exclusive Parking Levels and/or that are exclusively associated with the use of the Tenant Spaces. Upon DTPW's written request, the Tenant shall install access control systems, robotic-arm guard gate(s), security, and/or security monitoring systems for the Station User Spaces, subject to DTPW's prior written approval of the type, location, and specifications of such systems. Notwithstanding the foregoing, the Tenant may institute, at any time, valet assisted parking and other parking programs with respect to the Tenant Spaces; provided that in each of the foregoing cases there is no material or adverse effect on the County Facilities and/or the rights granted to DTPW and DTPW Permitted Users under this Lease.

The Parking Garage shall include a minimum of ten (10) Electric Vehicle Charging Stations for certain Station User Spaces; provided, however, the Tenant's installation of the Electric Vehicle Charging Stations shall not interfere with or reduce the operation, use, or maintenance of the Station User Spaces. DTPW shall have the right to charge for the use of the Electric Vehicle Charging Stations, and DTPW shall determine the rate, if any, for such use. All revenue generated from the Electric Vehicle Charging Stations shall belong solely to DTPW. DTPW shall have the right to install kiosks and connectors for billing purposes in connection with the Electric Vehicle Charging Stations. DTPW and the Tenant may establish reasonable rules and regulations on the use of the Electric Vehicle Charging Stations, including the length of time and permitted hours that any vehicle may park at such stations.

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DTPW hereby agrees to indemnify, and save harmless the Tenant and its officers, directors, shareholders, partners, members, beneficiaries, representatives, agents, employees, subsidiaries, affiliates, Leasehold Mortgagees and Mezzanine Financing Sources, from and against all claims, demands, losses, causes of action, costs and expenses of any kind or nature, damage to or destruction of property, and death of or injury to any person, caused by, or arising out of or resulting from the negligence or willful misconduct of either DTPW, its representatives, agents, employees and contractors, any Permitted Users, or any other parties using the Parking Garage by, through or under DTPW. DTPW's indemnification obligations above shall be enforceable to the fullest extent permitted under Section 768.28, Florida Statutes and other applicable law. Notwithstanding anything to the contrary in this Lease, DTPW expressly acknowledges and agrees that the Tenant shall not be liable to DTPW for any damage, loss, compensation or claim, including, but not limited to, claims for loss of or damage to vehicles, equipment, materials, supplies, personal property or money occurring within or about the Parking Garage, regardless of how or when the loss occurs, except where such loss or damage occurs as a result of the gross negligence or willful misconduct of the Tenant. This paragraph shall survive any termination of this Lease.

ARTICLE 9

Repairs and Maintenance of the Premises

Section 9.1. Tenant Repairs and Maintenance

Tenant is solely responsible for all costs and expenses related to the repair, maintenance, and capital improvements of the Improvements and Demised Premises, including, without limitation, the Parking Garage, as more particularly set forth in Section 9.3. Tenant shall be solely responsible for the remediation and repair of any damage or impacts to Landlord or private systems, facilities, or operations resulting from activities undertaken or authorized by the Tenant. Throughout the Term of this Lease, Tenant, at its sole cost and expense, is obligated to and shall

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keep the Demised Premises and Improvements in good order and condition, safe and secure (subject to damage from fire or other casualty in accordance with Article 16 and subject to ordinary wear and tear), and make all necessary repairs thereto in accordance with the standards of operation and maintenance of first class properties similar to the Lease Phase. The term “repairs,” as used in the immediately preceding sentence, shall include all replacements, renewals, alterations, additions, and betterments to the Demised Premises deemed necessary by Tenant. All repairs made by Tenant shall be at least substantially similar in quality and class to the original work, ordinary wear and tear and loss by fire or other casualty excepted. Tenant shall be solely responsible for all expenses of every kind or nature arising from the financing, construction, operation, and maintenance of all portions and components of the Lease Phase, including but not limited to management, communications services, administration, wages, salaries, security, debt service, accounting, insurance, taxes, and Impositions. Subject to Article 16, Tenant shall keep and maintain all portions of the Demised Premises, Improvements, and all connections created by Tenant in a clean and orderly condition, reasonably free of dirt, rubbish, graffiti, and unlawful obstructions. Tenant shall at its sole cost and expense, perform or cause to be performed services which at all time keep the Demised Premises, connections created by Tenant, and Improvements thereon, whether partially or fully constructed, in a clean, neat, orderly, sanitary, and presentable condition. Tenant shall at its sole cost and expense, store, dispose of and remove, or cause to be removed, all trash and refuse which may accumulate or result from its use of the Demised Premises. Tenant shall be responsible for complying at its sole cost with any governmental requirements including construction re-certification of any Tenant Improvement on the Demised Premises. Landlord, at its option, and after thirty (30) days written notice to Tenant, may perform any maintenance or repairs required of Tenant hereunder which have not been performed by

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Tenant following the notice described above, and Tenant shall pay to Landlord, as Additional Rent, all reasonable costs and expenses incurred thereof within thirty (30) days of written notification by Landlord. In no event shall Landlord be responsible or liable for any maintenance or repair of any of Tenant's Improvements, fixtures, equipment, structures, facilities, addition thereto, or personal property.

Except in connection with the construction of the Lease Phase, or redevelopment or reconstruction of the Lease Phase as permitted by this Lease, or restoration in connection with casualty or condemnation, no excavation of any of the land shall be made, no soil or earth shall be removed from the Demised Premises, and no well of any nature shall be dug, constructed or drilled on the Demised Premises, except as may be required for environmental monitoring purposes, without the prior written Consent of the Landlord.

Tenant shall operate and maintain, at its sole cost and expense, all the components of the water, sanitary, sewerage, and storm drainage facilities constructed by Tenant as part of the Lease Phase. Once constructed, Tenant shall not make any substantial alterations to these facilities without the advance, written consent of the County and comply with all applicable Laws and Ordinances. Tenant shall be fully responsible for the proper disposal, in accordance with applicable Laws and Ordinances, of all debris and industrial waste.

Notwithstanding anything herein to the contrary, following Completion of Construction of the Station Improvements, Tenant shall have no obligation to maintain or repair (i) the Palmetto Station Improvements or Palmetto Station Property; or (ii) any other portion of the Palmetto Station Property that is not the express responsibility of Tenant under this Section, all of which shall be the responsibility of Landlord as part of and included in Landlord's repair and maintenance obligations under this Lease. For the avoidance of doubt, the Tenant shall be responsible for the

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maintenance of the Parking Garage, including the Station User Spaces, in accordance with Section 9.3.

Section 9.2. Landlord Repairs and Maintenance

Landlord shall, at its sole cost and expense, except for matters that are the express responsibility of Tenant under this Lease, keep and maintain in good condition and repair the Station Improvements, and the Palmetto Station Property (including, without limitation, the Public Areas) (and its site and any other improvement constructed thereon), and shall maintain said premises in a clean and orderly condition, reasonably free of dirt, rubbish, graffiti, and unlawful obstructions ordinary wear and tear, change in county operations. The term “repairs” as used in the first sentence of this Section 9.2 includes all replacements, alterations, additions, and betterments deemed necessary by Landlord or as required by applicable Laws and Ordinances. All repairs made by Landlord shall be substantially similar in quality and class to the original work. Landlord, except as otherwise provided in this Lease, shall have no obligation with respect to the maintenance and repair of the Demised Premises or the Parking Garage, including the Station User Spaces. In the event Landlord fails to perform any of its maintenance obligations under this Section 9.2 and such failure threatens the safety and/or well-being of the occupants of the Demised Premises, or prevents the Tenant from continuing Tenant’s use of the Demised Premises, Tenant, at its option (but Tenant shall have no obligation), and after Landlord’s approval, which shall not be unreasonably withheld, conditioned, or delayed, may perform any maintenance or repairs required of Landlord hereunder which have not been performed by Landlord, and Tenant shall be entitled to a credit against the Rent next coming due equal to all of its reasonable costs and expenses in connection therewith. Landlord shall not be required under this Lease to furnish any services, utilities, or facilities to the Demised Premises or Improvements.

Section 9.3. **Repair and Maintenance of Parking Garage**

A. The Tenant, at its sole cost and expense, shall maintain, operate and insure the Parking Garage in accordance with the terms and conditions in this Lease and applicable Laws and Ordinances, and consistent with good industry practices and the practices utilized by Comparable Parking Facilities, subject to casualty and events of Unavoidable Delay, and ordinary wear and tear. Following Completion of Construction of the Parking Garage, the Tenant shall prepare and implement an ongoing plan for the ordinary maintenance and operation of the Parking Garage. Such plan shall include routine maintenance such as striping, painting, repair and replacement of light bulbs, light fixtures, and security cameras, removal of grease and oil stains, pest-control, debris and trash removal, sweeping and washing of floors and maintenance of restrooms, if any, and performing ordinary concrete and elevator maintenance. Notwithstanding the foregoing, DTPW shall be solely responsible for implementing, managing and operating the parking vouchers or such other system, including any “pay-by-phone” established by DTPW to charge the DTPW Permitted Users for the use of the Parking Garage and Station User Spaces, including collection of parking fees. The Tenant may use the services of a national or reputable local parking garage operator and/or property management company to implement such plan and perform any of its maintenance and operation obligations hereunder. DTPW, at its option, and after written notice to the Tenant and the expiration of a thirty (30) day cure period (or such longer period as is reasonably necessary for the Tenant to diligently cure any failure by the Tenant), may perform any maintenance required of the Tenant hereunder which have not been performed by the Tenant following the notice and cure period described herein, and the Tenant shall pay to DTPW all reasonable costs and expenses incurred therefor within thirty (30) days of written notification and presentation of supporting documentation evidencing such costs by DTPW.

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B. The Tenant shall have the right to (a) relocate, rearrange, restripe, or otherwise alter all or portions of the parking spaces, ramps, roadways, driveways, sidewalks, entrance and exit points and other aspects of the Parking Garage if necessary to comply with any Laws and Ordinances, provided that neither of the foregoing shall reduce the number of Station User Spaces available to DTPW and any change that would impact the location of or ingress, egress or access to the Parking Garage shall require the prior written consent of DTPW, unless such change is required by applicable Laws and Ordinances, in which event Tenant shall consult with DTPW with respect to the required modifications, and (b) from time to time, to close off all or portions of the Parking Garage on a temporary basis, for so long as is commercially reasonable under the circumstances, if required for compliance with Laws and Ordinances or due to a life safety concern, casualty, emergency or condemnation. Notice of such temporary closure shall be provided to DTPW as soon as practicable and the Tenant shall use commercially reasonable efforts to minimize the disruption caused by such temporary closure.

C. Any security systems (including security cameras) and other security measures provided by the Tenant to the Parking Garage shall be uniform and consistent for each level of the Parking Garage such that the security systems and measures provided by the Tenant to the Tenant Exclusive Parking Levels shall also be provided to the levels of the Parking Garage where the Station User Spaces are located. All costs related to any security systems shall be borne by the Tenant. Tenant shall provide DTPW with continuous, real-time remote access to all feeds from any security camera systems and closed-circuit television (CCTV) systems installed in or about the Parking Garage by Tenant. DTPW shall also have the right, at its expense, to provide security cameras serving the levels where the Station User Spaces are located and other pedestrian-use areas in and about the Parking Garage (interior and exterior) in locations approved by the

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Tenant, such approval not to be unreasonably withheld. Neither DTPW nor the Tenant shall have any duty, express or implied, to provide security guard services for the Parking Garage. Notwithstanding, the fact that security guard services may be provided in the Parking Garage, and the manner in which they are provided, is no guarantee that acts of crime and injury, theft or damage to person or property will not occur in the Parking Garage. No guarantee or warranty of any kind, express or implied, is given by any party with respect to any security services provided for the Parking Garage, and neither DTPW nor the Tenant is or shall be liable or responsible for any and all criminal acts of third persons, including, without limitation, acts of robbery, burglary, theft, malicious mischief or other crimes against person or property of any nature whatsoever.

D. Without limiting the Tenant's obligations under Section 9.1.A, the Tenant shall, at its sole cost and expense, keep the Parking Garage in good condition and "repair". The term "repairs" as used herein, includes all ordinary repairs, replacements, alterations, additions, betterments and capital improvements, including all interior and exterior surfaces and concrete, deemed necessary by the Tenant or required by applicable Laws and Ordinances. All repairs and replacements made by the Tenant shall be substantially similar in quality and class to the original quality and class of the Parking Garage at the time of Completion of Construction, subject to ordinary wear and tear. In the event the Tenant fails to perform its repair and capital improvement obligations hereunder, and such failure threatens the safety and/or well-being of the users of the County Facilities, DTPW, at its option, and after written notice to the Tenant and the expiration of a thirty (30) day cure period (or such longer period as is reasonably necessary for the Tenant to diligently cure any failure by the Tenant), may perform such repairs required of the Tenant hereunder which have not been performed by the Tenant, following the notice and cure period described herein, and the Tenant shall pay to DTPW all actual costs and expenses incurred therefor

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within thirty (30) days of written notification and presentation of supporting documentation evidencing such costs by DTPW.

E. Notwithstanding anything contained in this Lease to the contrary, the Tenant shall pay all real estate taxes and assessments, and other governmental fees and charges, if any, which may be levied or assessed against the Parking Garage. Additionally, the Tenant shall be solely responsible for payment of any insurance carried by the Tenant pursuant to the terms of this Lease.

ARTICLE 10

Compliance with Laws and Ordinances

Section 10.1. Compliance by Tenant

Throughout the Term of this Lease, Tenant, at Tenant's sole cost and expense, shall promptly comply in all material respects with all applicable Laws and Ordinances. To the extent that Tenant's compliance shall require the cooperation and participation of Landlord, Landlord agrees to use its best efforts to cooperate and participate provided there is no cost, liability, or other exposure to Landlord.

Section 10.2. Contest by Tenant

Tenant shall have the right, after prior written notice to Landlord, to contest the validity or application of any Law or Ordinance by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant without cost or expense to Landlord, except as may be required in Landlord's capacity as a party adverse to Tenant in such contest. If counsel is required, the same shall be selected and paid by Tenant, except to the extent that Landlord is an adverse party to Tenant, in which case Tenant shall have no obligation to pay for Landlord's counsel. Landlord hereby agrees to execute and deliver any necessary papers, affidavits, forms, or other such documents necessary for Tenant to confirm or acquire status to contest the validity or application

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of any Laws or Ordinances, which instrument shall be subject to the reasonable approval of counsel for Landlord, which approval shall not be unreasonably withheld or delayed. Landlord shall not be required to join in any such contest unless its joinder is required for a contest to be valid provided there is no cost, liability, or exposure to Landlord.

Section 10.3. Public Records Law

As it relates to this Lease and any subsequent agreements and other documents related to the Lease Phase, Tenant and any of its subsidiaries, pursuant to Section 119.0701, Florida Statutes, shall:

(i) Keep and maintain public records that ordinarily and necessarily would be required by Landlord in order to perform the service;

(ii) Upon request of from Landlord's custodian of public records identified herein, provide the public with access to public records on the same terms and conditions that Landlord would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Lease's Term and following completion of the work under this Lease if Tenant does not transfer the records to Landlord; and

(iv) Meet all requirements for retaining public records and transfer to Landlord, at no cost to Landlord, all public records created, received, maintained, and/or directly related to the performance of this Lease that are in possession of Tenant upon termination of this Lease. Upon termination of this Lease, Tenant shall destroy any duplicate public records that are

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exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Landlord in a format that is compatible with the information technology systems of Landlord.

For purposes of this section, the term “public records” shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of Landlord.

In the event Tenant does not comply with the public records disclosure requirements set forth in Section 119.0701, Florida Statutes, Chapter 119, Florida Statutes, and this section, Landlord shall avail itself of the remedies set forth in this Lease.

**IF TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119,
FLORIDA STATUTES, TO TENANT’S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS LEASE, PLEASE CONTACT DTPW’S CUSTODIAN OF
PUBLIC RECORDS AT:**

Miami-Dade County

Miami-Dade County Department of Transportation and Public Works

701 N.W. 1st Court, Suite 1300

Miami, Florida 33136

Attention: Antoinette Jean-Baptiste – Public Records Custodian

Email: mdtpublicrecords@miamidade.gov

Phone Number: (786) 469-5229

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The Tenant shall indemnify Landlord from and against, any and all third-party claims, actions, lawsuits, demands, damages, obligations, liabilities, losses, and judgments, including an obligation to pay a third party's attorney's fees incurred in litigation, settlement negotiations, trial, appeal or otherwise, arising out of or related to a claim, action, or lawsuit, against Landlord for its failure to produce documents, information, or details regarding Tenant's assertion that records of Tenant are exempt or confidential in response to a public records request. For the purposes of this Lease, "third party" shall mean any person or entity not a party to this Lease.

ARTICLE 11

Changes and Alterations to Improvements by Tenant

Section 11.1. Tenant's Right to Redevelop

With Landlord's approval, which approval shall not be unreasonably withheld, Tenant shall have the right from time to time during the Term of this Lease, at its sole cost and expense, to redevelop the Lease Phase. Redevelopment shall be defined as any substantial change in the use of any portion of the Demised Premises (which shall not include, for example, the replacement of retail and office tenants in the ordinary course of business), any razing and/or reconstruction of twenty-five percent (25%) or more of the square footage of the then-existing Lease Phase (except to the extent required to repair damage caused by a casualty or a condemnation), and any expansion or addition to the Lease Phase which increases the square footage of the Lease Phase by twenty-five percent (25%) or more over the square footage of the then-existing Lease Phase. Any such Redevelopment shall require the express written consent of the Landlord and shall require an increase in the amount of Annual Rent. For the avoidance of doubt, repairs, replacements, or restorations made pursuant to Article 16 (including any razing and construction of the Improvements), or any non-material alterations made to the Buildings or other Improvements in the Lease Phase shall not be considered Redevelopment.

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Landlord shall have the right, in its reasonable discretion, to decline to approve such plans, to approve the plans as submitted or to require modifications of the plans. Landlord shall promptly review the plans and advise Tenant of its determination within sixty (60) days of Tenant submitting a request to Landlord for approval. If Landlord approves the plans for Redevelopment, either as initially submitted or, if applicable, with modifications, it shall issue a written approval and Tenant and Landlord shall proceed to establish a new Annual Rent as described in Section 11.3 below.

Notwithstanding the foregoing, the term Redevelopment shall not include any normal and periodic maintenance, repairs, retrofits, upgrades, or renovations to the interior spaces of the Buildings or Improvements in the Lease Phase that do not materially change the use and approved unit breakdown of the Lease Phase or cause the Lease Phase to not comply with the requirements of Section 4.1.E of this Lease. The term Redevelopment shall also not include (a) reconstruction or razing required to repair damage to existing structures, including, but not limited to, damage caused by a casualty event, (b) reconstruction or razing required by Laws and Ordinances (such as Miami-Dade County 40-year recertification or the requirements of the Florida Building Code), or (c) reconstruction or razing required for applicable design standards and certifications (such as a LEED certification).

Section 11.2. Conditions Precedent to Redevelopment

The following provisions shall apply to any the Redevelopment of the Lease Phase:

- A. Tenant shall be current in all obligations under this Lease, including but not limited to payment of all Rent due to Landlord;
- B. The Redevelopment and/or razing shall be in compliance with all applicable provisions of this Lease, including but not limited to, the applicable provisions of Articles 1, 4, and 7 and Schedule 11.2.B;

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C. Tenant shall have obtained any consents required by any sublessees, mortgagees, and entities which have provided financing for the portion of the Lease Phase to be razed or altered by the Redevelopment;

D. Tenant shall have obtained, and caused its general contractors, construction managers, architects, and subcontractors to obtain insurance as required by Landlord and delivered to Landlord certificates evidencing such insurance naming County as an additional insured and loss payee;

E. Prior to razing or any Redevelopment, there shall be an adjustment to Annual Rent, which shall be determined by the method described in Section 11.3 below.

Section 11.3. Rent Adjustment in Redevelopment

The Annual Rent to be due to Landlord following any Redevelopment shall be determined as follows:

A. Upon the date mutually agreed to by Tenant and Landlord, each shall, at its own expense, hire an appraiser to determine the Fair Market Value of the Demised Premises and annual fair market rental value of the Demised Premises, as encumbered by the Lease and developed in accordance with the Redevelopment plans approved by the Landlord, and excluding the value of any Improvements. Appraisers hired by the Parties shall be independent, disinterested, reputable appraisers, with an MAI designation, licensed and certified in the State of Florida and having a minimum of ten (10) years of demonstrated expertise in appraising property in Miami-Dade County which is similar to the Demised Premises in its nature and use and in conducting appraisals of a similar nature. Appraisals shall be in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and Uniform Appraisal Standards for Federal Land

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Acquisitions (UASFLA). Each appraiser shall complete the above-described appraisals within ninety (90) days.

B. Within ten (10) days of completion of the appraisals each Party shall concurrently provide a full copy of the appraisal to the other Party. If the annual fair market rental value of the Demised Premises as determined by the two (2) appraisals varies by fifteen percent (15%) or less, then the average of the two (2) annual fair market rental values shall be established as the new Annual Rent.

C. If the annual fair market rental value of the two (2) appraisals varies by more than fifteen percent (15%), then the two (2) appraisers shall appoint a third appraiser with the same qualifications and experience as is required for the first two (2) appraisers to perform a third appraisal, the scope of which shall be the same as the two (2) completed appraisals and which shall be in compliance with the USPAP and UASFLA. The cost of the third appraisal shall be shared equally by the Landlord and Tenant. The third appraisal must be completed within ninety (90) days of the completion of the two (2) initial appraisals. The annual fair market rental value as determined by the third appraisal shall be averaged with the annual fair market rental value as determined by the appraisal closest to that of the third appraisal. The average of the two (2) annual fair market rental values shall be established as the Annual Rent.

D. If either of the Parties disagrees with annual fair market rental value as established by the procedures described in Section 11.3 A or B above, then the Parties shall have a period of sixty (60) days, to mutually agree upon the amount of the new Annual Rent. If the Parties are unable to come to such agreement within the sixty (60) day period, then either Party shall have the right to require that the annual fair market rental value be determined through binding arbitration conducted in accordance with the Commercial Arbitration Rules of the

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American Arbitration Association, or similar successor rules thereto, and applicable Laws and Ordinances. The location of such arbitration shall be Miami-Dade County, Florida. In such event, the Parties shall have a period of thirty (30) days to mutually agree upon an arbitrator who shall be an independent, disinterested, reputable appraiser, with an MAI designation, licensed and certified in the State of Florida and having a minimum of fifteen (15) years of demonstrated expertise in appraising property in Miami-Dade County which is similar to the Demised Premises in its nature and use and in conducting appraisals of a similar nature and who has not participated or contributed in any manner in any of the appraisals previously conducted in accordance with Section 11.3 A and B above, or who is affiliated in any way with those appraisers or the companies in which the initial appraisers have an interest in or are employed by. If the Parties fail to agree upon an arbitrator within the thirty (30) day period, then the two (2) appraisers who were initially hired by Tenant and Landlord shall select an arbitrator meeting the qualifications described above and such selection shall be final. The Parties shall provide to the arbitrator full copies of all appraisals conducted in accordance with Section 11.3 A and/or B above, as applicable, and any related documentation that the arbitrator may reasonably request and shall fully cooperate in the production and discovery of requested documents. Landlord and Tenant shall each be entitled to be represented by counsel at the arbitration and to provide evidence and arguments to the arbitrator.

The Party requesting arbitration shall pay all costs related to the filing of such arbitration and the arbitration itself, including but not limited to, all services provided by the arbitrator. Each Party shall be responsible for all costs incurred in providing information and documents which it has in its possession and all costs which it incurs on its own behalf in the arbitration process, including but not limited to, attorney's and expert's fees and costs incurred in providing evidence and arguments.

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The arbitrator's determination of the annual fair market rental value of the Demised Premises as encumbered by the Lease and developed in accordance with the Redevelopment plans approved by the Landlord shall be binding upon the Parties in the absence of manifest error or fraud and shall not be subject judicial review.

Section 11.4. Payment of Rent in Redevelopment

If the new Annual Rent as established by the appraisal process described in Section 11.3 above is an increase of thirty-five percent (35%) or more over the amount of Annual Rent paid to Landlord in the Lease Year immediately preceding the year in which the appraisal process was completed then Landlord may, but is not required to, accept Annual Rent in a lesser amount than the new Annual Rent during razing and/or rebuilding of the Lease Phase for a maximum period of four (4) years ("Redevelopment Period") which shall commence upon the establishment of the new Annual Rent or as mutually agreed to by the Parties, which agreement shall be in writing and executed by both Parties. However, the adjusted Annual Rent due to Landlord during the Redevelopment Period cannot in total be less than fifty percent (50%) of the new Annual Rent, as established by the process described in Section 11.3 above. Additionally, Tenant may be entitled to a reduction in Annual Rent during the Redevelopment Period only if the following deadlines are met:

A. Commencement of Construction of the Redevelopment must take place within eighteen (18) months of commencement of the establishment of the new Annual Rent, subject to Unavoidable Delay, or otherwise approved by Landlord in writing;

B. Tenant must have completed construction of twenty-five percent (25%) of the approved Redevelopment, within six (6) months of Commencement of Construction of the Redevelopment, subject to Unavoidable Delays; and

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C. Tenant must have completed construction of seventy-five percent (75%) of the approved Redevelopment, within twenty-four (24) months of Commencement of Construction of the Redevelopment, subject to Unavoidable Delays.

In the event that Tenant fails to meet any of the above described deadlines, Tenant shall pay to Landlord, retroactively, the difference between the amount of Annual Rent that would have been due to Landlord prior to the establishment of a new Annual Rent, which shall include applicable annual increases as described in Section 3.4 above, and the amount of Rent actually paid, for the period of time that the applicable deadline was not met.

Notwithstanding the above, if the new Annual Rent, as established by the process described in Section 11.3 above, is less than an increase of thirty-five percent (35%) over the amount of Annual Rent due to Landlord in the Lease Year immediately preceding the Redevelopment Period, then Tenant shall continue to pay the amount of Annual Rent due to Landlord prior to the Redevelopment Period which shall include applicable annual increases as described in Section 3.4 of this Lease.

The Redevelopment Period shall terminate upon issuance of a Certificate of Occupancy for the Redevelopment or four (4) years from the date on which the new Annual Rent was established or the date mutually agreed to by the Parties as described above, whichever occurs first, subject to Unavoidable Delays and/or extensions of time approved by the Landlord in writing. Upon termination of the Redevelopment Period, including any extensions thereto due to Unavoidable Delays and/or extensions in time approved by the Landlord in writing, Tenant shall pay the new Annual Rent, which shall be subject to annual adjustments as described in Section 3.4 of this Lease. The first such increase shall be applicable one (1) year from the date on which the new Annual Rent becomes effective. However, Landlord, in its sole and absolute discretion, may provide that

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such adjustment in Annual Rent shall be effective on first day of the Lease Year immediately following the date upon which the new Annual Rent becomes effective and on subsequent anniversaries of that date. Such determination shall be effective only if provided by Landlord in writing.

All applicable provisions of this Lease, including but not limited to, Articles 1, 4, and 7, shall apply to all Redevelopment activities.

ARTICLE 12

Discharge of Obligations

Section 12.1. Tenant's Duty

During the Term of this Lease, except for Leasehold Mortgages or as otherwise allowed under this Lease, Tenant shall, to the reasonable satisfaction of Landlord, promptly pay all persons furnishing labor or materials with respect to any work by Tenant or Tenant's contractors on or about the Demised Premises and discharge and/or bond off any and all obligations incurred by Tenant which give rise to any liens on the Demised Premises, to the reasonable satisfaction of Landlord, it being understood and agreed that Tenant shall have the right to withhold any payment (or to transfer any such lien to a bond in accordance with applicable Florida law) so long as it is in good faith disputing liability therefor or the amount thereof, provided:

A. Such contest of liability or amount operates as a stay of all sale, entry, foreclosure, or other collection proceedings in regard to such obligations, or disputed payments are escrowed while the parties negotiate the dispute, and

B. Such action does not subject Landlord to any expense or liability. In the event Tenant withholds any payment as described herein, it shall give written notice to Landlord of such action and the basis therefor.

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Pursuant to Section 713.10, Florida Statutes, under no circumstances shall work performed by Tenant or on Tenant's behalf, pursuant to this Lease, whether in the nature of erection, construction, alteration, or repair, result in mechanics or other lien, or tax, against the estate or estates of Landlord by reason of any consent given to Tenant or on Tenant's behalf to improve the Demised Premises. Tenant shall place such contractual provisions in all contracts and subcontracts for Tenant's Improvements assuring the Landlord that no mechanics' liens will remain against Landlord's interest in the Demised Premises. Said contracts and subcontracts shall provide, inter alia, the following:

A. That notwithstanding anything in said contracts or subcontracts to the contrary, Tenant's contractors, subcontractors, suppliers, and materialman (collectively, "Tenant Contractors") will perform the work and purchase the required materials on the sole credit of the Tenant;

B. Tenant shall not allow any lien for labor or materials to remain against the interest of Landlord in the Demised Premises;

C. That the Tenant Contractors will immediately discharge any such lien filed by any of the Tenant Contractors suppliers, laborers, materialman, or subcontractors; and

D. That each Tenant Contractor will expressly indemnify and hold Landlord harmless from any and all costs and expenses, including attorney's fees, suffered or incurred as a result of such lien undertaken by such Tenant Contractor.

In compliance with Section 713.10, Florida Statutes, Tenant shall file in the official records of Miami-Dade County, either this Lease (as may be amended from time to time), a short form or a memorandum of the lease (as may be amended from time to time), or a notice that expressly contains the specific language in the Lease prohibiting such liability, before the recording of a

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notice of commencement for Improvements to the Demised Premises and the terms of the lease shall expressly prohibit such liability. Tenant and Landlord agree that such notice, short form or memorandum or lease shall be recorded by Tenant prior to the notice of commencement for Improvements to the Demised Premises. Additionally, upon termination or expiration of the Lease, Tenant and Landlord agree to execute a countersigned notice for the recording by Tenant to evidence that the Lease has been terminated or has expired.

Tenant acknowledges and agrees that the Lease is an agreement solely between Landlord and Tenant, and therefore the limitation of indemnity provisions in Section 725.06, Florida Statutes, as such statute may be amended from time to time, do not apply to this Lease. Accordingly, to the fullest extent permitted by law, the Tenant shall defend, indemnify, and hold harmless the Landlord from any and all liability, losses or actual damages, including reasonable attorney's fees and costs of defense, which the Landlord may incur as a result of claims demands, suits, causes of action or proceedings of any kind or nature first arising from a lien, charge, or encumbrance or which could result in same against Landlord's interest under Article 12.

Section 12.2. **Landlord's Duty**

During the Term of this Lease, Landlord will discharge any and all obligations incurred by Landlord which give rise to any liens on County property or the Demised Premises, it being understood and agreed that Landlord shall have the right to withhold any payment so long as it is in good faith disputing liability therefor or the amount thereof, provided such contest of liability or amount operates as a stay of all sale, entry, foreclosure, or other collection proceedings in regard to such obligations, and such action does not subject Tenant to any expense or liability.

ARTICLE 13

Use of Premises

Section 13.1. Use of Demised Premises by Tenant

A. Tenant shall occupy the Demised Premises on the Lease Effective Date and thereafter, shall have the right, privilege, and obligation (to the extent set forth in this Lease) to operate, maintain and use the Demised Premises and any Improvements thereon and shall not Abandon (as defined in Section 19.1(G)), the Lease Phase or leave the Lease Phase in a state of disrepair. Without limiting the generality or applicability of the foregoing, Tenant or Sublessee shall not knowingly permit the Demised Premises to be used for the following:

- 1) Any unlawful or illegal business, use or purpose, or for any business, use or purpose which is extra hazardous or constitutes a legal nuisance of any kind (public or private);
- 2) Any purpose which violates the approvals for the Lease Phase of applicable government authorities;
- 3) Any activity which has the potential to cause waste to the Demised Premises;
- 4) Any activity which is in contravention of the requirements of any insurance policies required under this Lease; or
- 5) Any activity or purpose that violates the provisions of this Lease.

B. No covenant, agreement, lease, Sublease, Leasehold Mortgage, conveyance, or other instrument shall be effected or executed by Tenant, or any of its successors or assigns, whereby the Demised Premises or any portion thereof is restricted by Tenant, or any successor in interest, upon the basis of race, color, religion, sexual orientation, sex, or national origin in the sale, lease, use, or occupancy thereof. Tenant shall comply with all applicable Laws

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and Ordinances, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, religion, sexual orientation, sex, or national origin in the sale, lease, use, or occupancy of the Demised Premises.

C. Except as otherwise specified, Tenant may use the Demised Premises for any lawful purpose or use authorized by this Lease and allowed under the Ordinance establishing the zoning for the Demised Premises (provided Tenant otherwise complies with the terms and conditions hereof). Tenant shall not knowingly suffer any act to be done or any condition to exist in or on the Demised Premises or any part thereof or any article to be brought thereon, which may create a dangerous condition to human health or the Demised Premises, unless safeguarded as required by law, or which may make void or voidable any insurance covering the Demised Premises then in force with respect thereto.

Section 13.2. Dangerous Liquids and Materials

Tenant shall not knowingly permit its sublessees or other persons or entities in contractual privity with Tenant to carry flammable or combustible liquids into or onto the Demised Premises during or following Completion of Construction except as such substances are used in the ordinary course of business, and shall prohibit the storage or manufacture of any flammable or combustible liquid or dangerous or explosive materials in or on the Demised Premises; provided that this restriction shall not apply to prevent the following:

A. The entry and parking of motor vehicles carrying flammable or combustible liquids solely for the purpose of their own propulsion;

B. The maintaining of retail inventories for sale to retail customers of motor oils and similar types of products;

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C. The use of normal cleaning and maintenance liquids and substances and/or other supplies customarily used in comparable buildings, improvements or projects (or any portion thereof); or

D. Their use in the construction of the Improvements on the Demised Premises.

Section 13.3. Tenant's Duty and Landlord's Right of Enforcement

Tenant, promptly upon learning of the occurrence of actions prohibited by Section 13.1 and 13.2; shall take reasonable steps to terminate same, including the bringing of a suit in Circuit Court, if necessary, but not the taking or defending of any appeal therefrom. In the event Tenant does not promptly take steps to terminate a prohibited action, Landlord or Miami-Dade County may seek appropriate injunctive relief against the party or parties actually engaged in the prohibited action in the Circuit Court of Miami-Dade County without being required to prove or establish that Landlord or Miami-Dade County have adequate remedies at law. The provisions of this Section shall be deemed automatically included in all Leasehold Mortgages, agreements with Lenders and any other conveyances, transfers, and assignments under this Lease, and any transferee who accepts such Leasehold Mortgage, agreements with Lenders, or any other conveyance, transfer or assignment hereunder shall be deemed by such acceptance to adopt, ratify, confirm, and consent to the provisions of Sections 13.1, 13.2, and 13.3 and to Landlord's and Miami-Dade County's rights to obtain the injunctive relief specified therein.

Section 13.4. Compliance with Environmental Law and Remedial Action

Tenant, at Tenant's sole cost and expense shall, comply and shall cause its Sublessees to comply, at all times and in all material respects, with all Environmental Laws. Such compliance includes Tenant's obligations, at its expense, to take remedial action when required by applicable law or this Lease and to pay all fines, penalties, interest, and other obligations imposed by any

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governmental authority. Tenant hereby acknowledges that, solely due to the Project, the County has conducted certain environmental studies and testing at the Palmetto Station Property and the Development Site, and that further environmental tests, studies, implementations, and controls may be required. If applicable, Tenant shall be solely and fully responsible for any environmental studies, testing, controls, and remediation required by any governmental agency relating to the Project (including but not limited to RER and DERM) including but not limited to monitoring wells and other implementations necessary for site closure to satisfaction of any governmental agency Tenant shall promptly notify Landlord if:

A. Tenant becomes aware of the presence or release of any hazardous substance at, on, under, within, emanating from, or migrating to the Demised Premises which could reasonably be expected to violate in any material respect any Environmental Law or give rise to material liability or obligation to take remedial action or other material obligations under any Environmental Law; or

B. Tenant receives any written notice, claim, demand, request for information, or other communication from a governmental authority, or a third party regarding the presence or release of any hazardous substance related to the Lease Phase.

Tenant shall take and complete any remedial action with respect to the Lease Phase in full compliance with all Laws and shall, when such remedial action is completed, submit to Landlord written confirmation from the applicable governmental authority that no further remedial action is required to be taken.

In connection with any material remedial action Tenant shall:

C. Promptly submit to Landlord its plan of remedial action and all material modifications thereof;

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D. Use an environmental consultant reasonably acceptable to Landlord; and

E. Apprise Landlord on a quarterly basis, or more frequently if requested by Landlord, of the status of such remediation plan.

Notwithstanding the foregoing or anything to the contrary contained in this Lease, Tenant shall not be responsible for any environmental remediation to the extent required due to Landlord's actions after the Effective Date, except to the extent such remediation is required as a result of Landlord's normal operation of the System in accordance with applicable laws and regulations.

Section 13.5. Environmental Indemnification

Tenant covenants and agrees, at its sole cost and expense, to defend, indemnify and hold harmless the Landlord, its successors, and assigns from and against any and all environmental related claims, brought against the Landlord by any governmental authority or any third party (unless such environmental related claims are solely as a result of actions taken or authorized by Landlord and their respective employees, agents, and contractors in violation of any Environmental Law) and shall reimburse Landlord, its successor and assigns for any costs and expenses incurred by Landlord as a result of such claims or actions; provided however, notwithstanding the foregoing or anything to the contrary contained in this Lease, the foregoing defense, indemnity, and hold harmless provisions shall not include any claims, costs, or expenses incurred as a result of the presence or release of any hazardous substance related to the Demised Premises due to actions of Landlord, its agents, or representatives after the Effective Date, except to the extent such hazardous substances are present or released as a result of the Landlord's normal operation of the System in accordance with applicable laws and regulations.

Tenant covenants and agrees, at its sole cost and expense to defend, indemnify, and hold harmless Landlord against all costs of removal, response, investigation, or remediation of any kind

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and disposal of any hazardous substances as necessary to comply with any Environmental Law, all costs associated with claims for damages to persons, property, or natural resources, and the Landlord's reasonable attorney's fees, consultant fees, actual costs and expenses incurred in connection therewith; provided however, notwithstanding the foregoing or anything to the contrary contained in this Lease, the foregoing defense, indemnity, and hold harmless provisions shall not include any claims, costs, or expenses incurred as a result of the presence or release of any hazardous substance related to the Demised Premises due to actions of Landlord, its agents, or representatives after the Effective Date, except to the extent such hazardous substances are present or released as a result of the Landlord's normal operation of the System in accordance with applicable laws and regulations.

Section 13.6. Waste

Tenant shall not knowingly permit, commit, or suffer waste or material impairment of the Improvements or the Lease Phase, or any part thereof; provided, however, that demolition of existing Improvements on the Lease Phase existing on the date thereof, or redevelopment or reconstruction of the Improvements as permitted under this Lease, or damage due to casualty or condemnation in accordance with Articles 16 or 18 shall not constitute waste.

Section 13.7. Designation of Improvements by Name

With the written consent of Landlord, which shall not be unreasonably withheld, Tenant shall have the right and privilege of designating name(s) by which the Improvements and/or the Lease Phase shall be known.

At Landlord's request, Tenant shall provide Landlord copies of fully executed license or franchise agreements by and between the Tenant and the applicable licensor, franchisor, any other

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party, if any, the terms of which shall grant Tenant or any Sublessee the authority to operate under any such name.

ARTICLE 14

Entry on Premises by Landlord

Section 14.1. Inspection by Landlord of Demised Premises

Landlord and its authorized representatives, upon reasonable advance notice and in the presence of a representative of Tenant, shall have the right to enter the Demised Premises at reasonable times during normal business hours for the purpose of inspecting the same to ensure itself of compliance with the provisions of this Lease.

Section 14.2. Limitations on Inspection

Landlord, in its exercise of the right of entry granted to it in Section 14.1 herein, shall not unreasonably disturb the occupancy of Tenant or Sublessees nor disturb their business activities and, with respect to any residential Sublessee, shall comply with all Laws and Ordinances, rules, and regulations governing or applicable to the Landlord of residential premises.

ARTICLE 15

Limitation of Liability

Section 15.1. Limitation of Liability of Landlord

A. Landlord shall not be liable to Tenant for any incidental or consequential loss or damage whatsoever arising from the rights of Landlord hereunder.

B. Tenant acknowledges that its use and occupancy of the Demised Premises is at its own risk. Landlord shall not be liable to Tenant or those claiming through Tenant, for any loss or damage which may result from the acts or omissions of any person's use or occupancy of space in any part of the Improvements or Demised Premises or their agents, employees, contractors, subtenants, assigns, or invitees.

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C. Except as expressly set forth herein, Tenant shall not be entitled to any adjustment or abatement in Rent as a result of any interruption, stoppage, or changes in any of the services, public or private, provided at the Station.

D. Subject to the terms of this Lease, including, without limitation, the County's obligation to operate the Palmetto Station Property in accordance with paragraph 24.1.C, the County shall have the absolute right to develop County owned property at or near the Palmetto Station Property (but, for the avoidance of doubt, while this Lease remains in effect, excluding the Demised Premises) in any manner or for any use which in its absolute discretion it deems to be necessary or desirable and Tenant shall have no claim of diminution of value of its leasehold interest in the Demised Premises, any business damages, or any other recourse against the County as a result of any such development or proposed development.

Section 15.2. Limitation of Liability of Tenant

Tenant shall not be liable to Landlord for any incidental or consequential loss or damage whatsoever arising from rights of Tenant hereunder.

ARTICLE 16

Damage and Destruction

Section 16.1. Tenant's Duty to Restore

Except as provided in Section 16.7 and Article 11 of this Lease, any loss or damage by fire or any other casualty of or to any of the Improvements or the Demised Premises at any time shall not operate to terminate this Lease. Tenant bears all risk of loss due to fire or any other casualty. If, at any time during the term of this Lease, the Demised Premises, Improvements, or any part thereof (which, for the avoidance of doubt, excludes the Palmetto Station Property), shall be damaged or destroyed by fire or other casualty, Tenant, shall, at its sole cost and expense, if so requested by Landlord, regardless if insurance proceeds related to such casualty are made available

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to Tenant for use in connection therewith, shall repair, alter, restore, replace, or rebuild the same as nearly as reasonably possible to the value, conditions, and character which existed immediately prior to such damage or destruction, subject to such changes or alterations as Tenant may elect and are approved by Landlord, to make in conformity with the provisions of this Lease and modern construction techniques and methods. Provided Tenant otherwise complies with the terms of this Lease and obtains Landlord's written approval, which approval shall not be unreasonably withheld or delayed, it may construct Improvements which are larger or different in design, function or use and which represent a use comparable to the prior use or which are compatible with uses of property in the immediate geographical area, to the extent such construction and improvements are performed in accordance with the applicable provisions of Articles 1 and 4 of this Lease and all applicable Laws and Ordinances. Such repairs, alterations, restoration, replacements or rebuilding, including such changes and alterations as aforementioned and including temporary repairs for the protection of other property pending the completion of any thereof, are sometimes referred to in this Article 16 as the "Work".

Section 16.2. Landlord's Duty to Repair and Rebuild Station

If, at any time during the Term of this Lease, the Palmetto Station Property (or any part thereof) shall be damaged or destroyed by fire or other casualty covered within the insurance designation of fire and extended coverage as same is customarily written in the State of Florida, Landlord, at its sole cost and expense, may repair or rebuild a station of a design, size, and capacity meeting its needs at the time of such repair or rebuilding, if any. In the event Landlord elects not to repair or rebuild the Palmetto Station Property, Landlord shall provide written notice thereof to Tenant within sixty (60) days from the date of such casualty and return the Palmetto Station Property to a safe condition within one hundred twenty (120) days from the date of such casualty.

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In such event, Landlord shall close the Station, fence off the Palmetto Station Property and take such other action as may be necessary to protect the health, safety and welfare of the occupants of the Demised Premises. For avoidance of doubt, the Landlord's option to restore the Palmetto Station Property does not limit the Tenant's rights under Section 3.11 of this Lease.

Section 16.3. Interrelationship of Lease Sections

Except as otherwise provided in this Article 16, the conditions under which any Work is to be performed and the method of proceeding with and performing the same shall be governed by all the provisions of this Lease, including but not limited to, the applicable provisions of the Articles 1, 4, and 11 of this Lease.

Section 16.4. Loss Payees of Tenant-Maintained Property Insurance

With respect to all policies of property insurance required to be maintained by Tenant in accordance with Article 7 of this Lease:

A. Landlord shall be named as an additional insured as its interest may appear,
and

B. Subject to the rights of Leasehold Mortgagee and Mezzanine Financing Sources, the loss thereunder shall be payable to Tenant and Landlord. Landlord shall not unreasonably withhold its consent to a release of the proceeds of any fire or other casualty insurance for any loss which shall occur during the Term of this Lease for repair or rebuilding. In the event that any Rent was outstanding during the period of rebuilding or repair and any insurance proceeds are remaining after completion of rebuilding or repair under this Article, then, subject to the rights of Leasehold Mortgagee and Mezzanine Financing Sources, such proceeds shall be paid first to Landlord up to the amount of the outstanding Rent. Tenant shall have the right and authority to adjust and/or settle any insurance claims, subject to the rights of Landlord and any Leasehold

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Mortgagee and Mezzanine Financing Source. If all the insurance proceeds are in fact made available to Tenant and such insurance proceeds received by Tenant, a Leasehold Mortgagee and/or Mezzanine Financing Source, are insufficient to pay the entire cost of the Work, and in the case of a loss that occurs during the last five (5) years of the Term, Tenant has nevertheless elected to restore the Improvements, Tenant shall supply the amount of such deficiency. Prior to commencing any reconstruction or repair of the Improvements pursuant to this Article 16, Tenant shall deliver to Landlord a payment and performance bond for such reconstruction or repair in accordance with Section 1.5 of this Lease and Section 255.05 of the Florida Statutes. Notwithstanding the foregoing, in the event that a casualty loss occurs during the last five (5) years of the Term and Tenant elects to restore the Improvements, if a Leasehold Mortgagee or Mezzanine Financing Source exists at the time of such casualty, such Leasehold Mortgagee or Mezzanine Financing Source shall hold and administer the disbursement of insurance proceeds for the cost of such restoration, which shall be disbursed in accordance with customary construction lender disbursement procedures; provided, however, that Landlord shall have the right to reasonably approve all draws and disbursements of insurance proceeds made by such Leasehold Mortgagee or Mezzanine Financing Source for the cost of such restoration; provided, further, if no Leasehold Mortgagee or Mezzanine Financing Source exists at the time of such casualty, Landlord shall hold and administer the disbursement of insurance proceeds for the cost of such restoration, which shall be disbursed in accordance with customary construction lender disbursement procedures. If a Leasehold Mortgagee or Mezzanine Financing Source applies such insurance proceeds to reduce or repay in full any debt or obligations due to such Leasehold Mortgagee or Mezzanine Financing Source, Tenant shall either pay from its own capital and/or seek financing for the reconstruction

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or repair of the damaged Improvements; provided, however, that the foregoing shall not limit the rights of Tenant under Section 16.7 to terminate the Lease.

Section 16.5. Repairs Affecting County Owned Facilities or Demised Premises

Before beginning any repairs or rebuilding, or letting any contracts in connection therewith, required by any damage to or destruction of the Demised Premises which adversely affects the Palmetto Station Property, or any damage to or destruction of County owned facilities which adversely affects the entrance to the Demised Premises, Tenant or Landlord, as the case may be, shall submit for the other's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), Construction Plans for such repairs or rebuilding. Any such repairs and rebuilding shall be completed free and clear of liens subject to the provisions of Article 12 herein, except to the extent they are subject to Leasehold Mortgages or Mezzanine Financing Source.

Section 16.6. Abatement of Rent

Except as otherwise set forth in this Lease, Tenant may not be entitled to abatement, allowance, reduction, diminution, or suspension of any Rent or other payments due to Landlord under this Lease. Tenant shall carry insurance to provide Rent to Landlord in the event of any fire, flood, or loss due to casualty. Except as otherwise provided in the Lease, such damage or destruction shall not release Tenant of or from any other obligation imposed upon Tenant under this Lease, unless such damage, casualty or loss was caused by the negligence of Landlord in the operation of the Palmetto Station Property, in which event Rent attributable to such partially or totally destroyed portions of the Demised Premises shall be abated subject to the approval by the County Mayor or the County Mayor's designee (acting on behalf of the Landlord) and the Board of County Commissioners, beginning on the date of such casualty and continuing for the period necessary to reconstruct the Demised Premises rendered untenable.

Section 16.7. **Termination of Lease for Certain Destruction Occurring During Last Five (5) Years of Term**

Notwithstanding anything to the contrary contained herein, in the event that the Improvements or any part thereof shall be damaged or destroyed by fire or other casualty during the last five (5) years of the term of this Lease, or the last five (5) years of any renewal term, and the estimated cost for repair and restoration exceeds an amount equal to twenty-five percent (25%) of the then-current Fair Market Value of the Demised Premises and Improvements of the Lease Phase (as determined by an appraisal secured by Tenant, but subject to approval by Landlord), then Tenant shall have the right to terminate this Lease and its obligations, except those obligations occurring or accruing prior to the date of such termination, hereunder provided that: (a) written notice is given to Landlord within sixty (60) days after such damage or destruction; (b) Tenant has insurance coverage which fully covers such damage; (c) all rights to such insurance proceeds are expressly assigned and paid to Landlord along with payment by Tenant of any deductible; (d) Tenant provides a release from all Lenders and persons claiming through Tenant of any claim upon any insurance proceeds covering such loss; and (e) there are no Sublessees whose leases or agreements have not been validly terminated by reason of such damage or destruction.

No Lender claiming through Tenant shall have a claim upon any insurance proceeds covering such loss within the last five (5) years of the Lease term, and this provision must be expressly stated in any Leasehold Mortgage(s) and Financing Agreement(s). Additionally, all Subleases or occupancy agreements shall provide for such agreements to be validly terminated by reason of such damage or destruction.

Alternatively, the Tenant and Landlord may mutually agree to demolish the Improvements. In such event and if this Lease is terminated as provided above, Tenant shall be obligated to

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complete the demolition of the Improvements, at its sole cost and expense, and in accordance with the following provisions:

A. Tenant shall, by written notice to Landlord, advise Landlord of the extent of the damage to the Improvements within sixty (60) days of the occurrence of the damage and request Landlord's concurrence to demolish the Improvements;

B. If Landlord is in concurrence, Landlord shall advise Tenant of such concurrence in writing within sixty (60) days of receipt of such request from Tenant; and

C. Within the longer of one hundred and twenty (120) days of receiving written concurrence from Landlord, or within a period of time mutually agreed to by the parties, Tenant shall have completed demolition of the Improvements.

In such event, the demolition of the Improvements shall be performed in a good and workmanlike manner and in compliance with all Laws and the Demised Premises shall be restored to a level, unimproved and vacant state, with all debris removed and all excavations filled in.

After demolition is complete and the Demised Premises is returned to a state acceptable to Landlord, Tenant shall surrender the Demised Premises to Landlord free of all liens, claims, and encumbrances (other than those caused by Landlord or to which Landlord consents), and this Lease shall terminate. The obligations of Tenant to pay Rent under this Lease shall be prorated to the date of termination. Tenant may use proceeds from any insurance to complete such demolition. All property insurance proceeds which exceed the cost of demolition for the damaged Improvements and restoration of the Demised Premises and all business interruption insurance proceeds shall be paid to Landlord, if the damage occurs in the last five (5) years of the Term of this Lease. This Lease shall terminate forty-five (45) days following the later of (1) Landlord's receipt of notice of casualty or (2) the date that all of the foregoing conditions are met. If the

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conditions are not met, such notice shall be void, Tenant shall rebuild the Improvements, and the Lease shall be in full force and effect.

If demolition will extend beyond the termination or expiration date of this Lease as provided above, then this Lease shall be construed to be in the nature of a right of entry upon the Demised Premises for the purpose of demolition of the Improvements thereon and not a lease; however, all terms and conditions of the Lease shall be applicable except Rent shall be abated.

ARTICLE 17

Mortgages, Transfers, Transfer of Tenant's Interest, New Lease and Lease in Reversion

Section 17.1. Right to Transfer Leasehold

This Lease is granted to Tenant solely to develop the Demised Premises for its subsequent use according to the terms hereof and not for speculation in landholding. Tenant recognizes that, in view of the importance of developing the Lease Phase to promote the general welfare of the community, the Tenant's qualifications and identity are of a particular concern to the community and the Landlord. Accordingly, Tenant acknowledges that it is because of such qualification and identity that the Landlord is entering into this Lease with Tenant and in so doing, the Landlord is further willing to accept and rely on Tenant to faithfully perform all its obligations, undertakings, and covenants under this Lease.

Notwithstanding the above, subject to Section 3.8 of this Lease, Tenant shall have the right and privilege to Transfer all or any portion of its rights under this Lease, its rights to the Lease Phase, or interest in Tenant (including stock, partnership interest, or any other equity) to such other persons, firms, corporations, general or limited partnerships, unincorporated associations, joint ventures, estates, trusts, any Federal, State, County or Municipal government bureau, department or agency thereof, or any other entities as Tenant shall select; however,(a) Tenant shall not be in

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default under this Lease at the time of such Transfer and (b) Tenant shall obtain written consent of the Landlord, which shall not be unreasonably withheld, conditioned, or delayed, both as to the proposed Transfer and the proposed transferee; provided, however, that the foregoing conditions shall not apply to Transfers that result from a foreclosure, a deed or assignment in lieu of foreclosure, or the exercise of any other remedies in lieu of foreclosure by any Lender under any Leasehold Mortgage, or any Mezzanine Financing, all of which shall be governed by Sections 17.4 to 17.13 hereof, and Landlord's consent to the first Transfer by a Leasehold Mortgagee or Mezzanine Financing Source (or any of their respective designees) after foreclosure or deed/assignment-in-lieu of foreclosure shall not be required so long as the proposed transferee is not a Prohibited Person or a Restricted Entity; provided, however, that such Leasehold Mortgagee or Mezzanine Financing Source shall provide Landlord written notice of any such Transfer.

Any request to Landlord for approval or notice, as applicable, of Transfer shall be in writing and, other than a notice of a Transfer to a Leasehold Mortgagee or Mezzanine Financing Source (or their respective designees) following a bona-fide foreclosure, deed or assignment in lieu of foreclosure, or the exercise of any other remedies in lieu of foreclosure, shall be accompanied by the following:

- A. An accounting of any and all outstanding and satisfied obligations of Tenant under the Lease;
- B. Copies of the proposed Transfer documents;
- C. The latest financial statement (audited, if available) of the proposed transferee;

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D. A detailed summary of the proposed transferee's prior experience in managing, developing, and/or operating real estate developments (as applicable) similar to the portion of the Project that is the subject of the transfer and all current real estate holding(s);

E. A description of all proposed transferee's past, present, or future bankruptcies, reorganizations, or insolvency proceedings, if any; and

F. Records of any convictions, indictments, criminal allegations and investigations, or any other legal proceedings for felonies, fraud or intentional misrepresentation made by or filed against any principal or officer of the proposed assignee under the law of any foreign or United States jurisdiction.

The Transfer documents shall specify the allocation, as applicable, of the Initial Rent and Annual Rent and any other payments under this Lease to be paid to Landlord by the transferee. Landlord shall not unreasonably withhold or delay such consent to release Tenant from liability hereunder where the proposed transferee has been demonstrated to have (i) financial strength at least equal to the original Tenant (or is otherwise financially acceptable to Landlord), (ii) a sound business reputation, and (iii) demonstrated managerial and operational capacity for real estate development similar to the Lease Phase, and the transfer complies with all applicable local, County, State, and Federal Laws and Ordinances.

In the event Tenant does not receive a response from Landlord to a request for approval of a sale, assignment or transfer and of the transferee within forty-five (45) days (subject to Unavoidable Delays) of the date of the first request for approval, Tenant may submit a second request notice to Landlord, and Landlord shall grant or deny such consent within thirty (30) days (subject to Unavoidable Delays) following receipt of Tenant's second request for approval of the sale, assignment or transfer and of the transferee.

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In the event that a Transfer is requested prior to Completion of Construction, the requirements of this paragraph shall also apply. If such Transfer is requested prior to Completion of Construction, Landlord reserves the right to condition such sale, Transfer of Tenant's interests, and the release of Tenant from its liability under this Lease, upon the following conditions: (a) the transferee providing performance bonds, if applicable, and insurance as required under Section 1.5 and Article 7 of this Lease; (b) that the Transfer be made subject to the transferee complying with all applicable provisions of this Lease, including but not limited to, obtaining appropriate financing for the Lease Phase; (c) any and all outstanding monetary obligations under this Lease being paid to the satisfaction of Landlord, including but not limited to, any outstanding Rent and Additional Rent; (d) intentionally omitted; (e) Landlord receiving outstanding payment of all costs and expenses, including but not limited to, reasonable attorney's fees, disbursements, and court costs incurred in connection with this Lease; (f) intentionally omitted; and (g) intentionally omitted; (h) all non-monetary obligations susceptible to cure being remedied and cured; (i) in the event of default, Landlord receiving payment of all costs and expenses, including but not limited to, reasonable attorney's fees, disbursements, and court costs; and (j) intentionally omitted. Additionally, Landlord reserves the right to condition such Transfer of Tenant's interests upon Completion of Construction of the Lease Phase. In the event that the Tenant is not released from liability pursuant to this Section 17.1, then the Tenant and the transferee/assignee(s) shall remain jointly and severally liable for any outstanding obligations or uncured defaults.

Any Transfer of all or any part of Tenant's interest in the Lease and the Demised Premises shall be made expressly subject to the terms, covenants and conditions of this Lease, and such assignee or transferee shall expressly assume all of the obligations of Tenant under this Lease applicable to that portion of the Demised Premises or the Lease Phase being Transferred, and agree

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to be subject to all conditions and restrictions to which Tenant is subject to hereunder. However, nothing in this subsection or elsewhere in this Lease shall abrogate (a) Landlord's right to payment of all Rent and other amounts due to Landlord which accrued prior to the effective date of such Transfer, and (b) the obligation for the development, use, and operation of every part of the Demised Premises to be in compliance with the requirements of this Lease. There shall also be delivered to Landlord a notice which shall designate the name and address of the transferee and the post office address of the place to which all notices required by this Lease shall be sent. Such transferee of Tenant (and all succeeding and successor transferees) shall succeed to all rights and obligations of Tenant under this Lease with respect to the portion of the Demised Premises or Lease Phase so transferred, and subject to the terms of the document of Transfer, including the right to mortgage, and otherwise Transfer, subject, however, to all duties and obligations of Tenant, and subject to the terms of the document of Transfer, in and pertaining to the then-term of this Lease.

Any subsequent Transfers shall also be subject to the consent of the Landlord to the extent set forth above and all provisions of this Lease.

Once a Transfer has been made with respect to any portion of the Demised Premises or Lease Phase, the transferee and Landlord may thereafter modify, amend, or change the Lease with respect to such portion of the Demised Premises or Lease Phase, so long as Tenant has been released from all rights and obligations under the Lease pertaining to the assigned portion of the Demised Premises or Lease Phase, all subject to the provisions of the Transfer, so long as they do not diminish or abrogate the rights of Landlord or Tenant (or anyone claiming through Tenant) as to any other part of the Demised Premises or Lease Phase, and no such modification, amendment,

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or change shall affect any other part of the Demised Premises or any other Phase of the Project or the Lease thereof.

Except as may otherwise be specifically provided in this Section 17.1, only upon Landlord's express, written consent to a Transfer by any assignor, such transferor shall be released and discharged from any or all of its duties and obligations hereunder which pertain to the portion of the Demised Premises or Lease Phase transferred for the then-unexpired term of Lease.

If Tenant is a corporation, limited liability company, unincorporated association, general or limited partnership, or joint venture, then the Transfer or hypothecation of (a) any stock of Tenant in the case Tenant is a corporation, (b) partnership interest in Tenant, in the case Tenant is a general or limited partnership, (c) members interest in Tenant, in the case Tenant is a limited liability company, or (d) interest in Tenant, in the case the Tenant is another type of entity, in each case which the aggregate is in excess of fifty percent (50%) of the ownership of such corporation, limited or general partnership, limited liability company, or another type of entity, shall be deemed Transfer within the meaning and provisions of this Section. "In the aggregate" shall mean the sum of all stock or other interests transferred by the applicable transferor over the Term of this Lease during which such transferor held an interest in the Demised Premises or the Lease Phase.

Tenant shall pay any charges established by Landlord in accordance with IO 4-133, as amended, or any other fee schedule established by Landlord in effect at the time a Transfer is requested.

No Transfer may or shall be made, suffered, or created by Tenant, its successors, assigns, or transferees without complying with the terms of this Lease and without Landlord's prior written approval, to the extent required under this Lease. Any Transfer that violates this Lease shall be null and void, and of no force and effect.

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Notwithstanding anything to the contrary contained in this Lease, Landlord's prior approval shall not be required for any Transfer (a) to an Affiliate, or of a non-controlling interest in Tenant such that Tenant remains an Affiliate, (b) by operation of law as a result of death, (c) that results from a foreclosure, a deed or assignment in lieu of foreclosure, or the exercise of any other remedies by any Lender under any Leasehold Mortgage, or any Mezzanine Financing, all of which shall be governed by Sections 17.4 to 17.11 hereof; or (d) that is the first Transfer by a Leasehold Mortgagee or Mezzanine Financing Source (or any of their respective designees) after foreclosure or deed/assignment-in-lieu of foreclosure, so long as the proposed transferee is not a Prohibited Person or a Restricted Entity (provided, however, that any subsequent assignment, sale, or transfer by such transferee shall require Landlord's prior written consent pursuant to this Section, which shall not be unreasonably withheld, conditioned, or delayed).

Section 17.2. Bifurcation of Lease

Tenant, at Tenant's option, so long as there is no ongoing Event of Default by Tenant under this Lease after expiration of applicable notice and cure periods, may effectuate a transfer of a portion of its rights hereunder to a Permitted Transferee (or, upon receipt of Landlord's prior written approval of the bifurcation and the transferee pursuant to Section 17.1 and this Section 17.2, to an entity that is not a Permitted Transferee) through a partial assignment and bifurcation of this Lease from time to time to facilitate the development and operation of the various components of the Lease Phase, subject to the terms and conditions hereof; provided, however, this Lease may not be bifurcated into more than four (4) separate leases without the prior consent of the County. Accordingly, if Tenant desires to partially assign and bifurcate this Lease in connection with a transfer of any component of the Lease Phase, Tenant shall so notify Landlord

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of such bifurcation and assignment, as applicable, prior to such bifurcation and transfer, and the following provisions shall apply to such bifurcation and transfer:

A. Tenant, Landlord, and the Permitted Transferee or other approved transferee (as applicable), shall promptly and, in any event within thirty (30) days following Tenant's request or County's approval (as applicable) enter into, execute and deliver (i) a partial assignment, bifurcation, and partial termination of this Lease in the form reasonably approved by Landlord, Tenant, and the Permitted Transferee or other approved transferee (as applicable), and (ii) a new lease with the Permitted Transferee or other approved transferee (as applicable) with respect to the bifurcated component of the Lease Phase (each a "Bifurcated Lease") in substantially the form as this Lease (and which contains substantially the same terms and conditions of this Lease),

B. Any Permitted Transferee or other approved transferee of Tenant's interest in this Lease shall be obligated to comply with the terms and provisions of the Bifurcated Lease and shall be subject to the remedies and rights available to the Landlord under the Bifurcated Lease in the event such transferee fails to perform its obligations thereunder.

C. Upon approval of the allocation by County, which shall not be unreasonably withheld, conditioned, or delayed, each Bifurcated Lease shall specify the allocation of the Rent and any other payments due and owing under this Lease to be paid to Landlord thereunder, provided that the sum of all Rent allocated under the Bifurcated Leases and this Lease (in the event any portion of the Lease Phase is developed under this Lease without bifurcation) shall equal the total Rent required by this Lease; however, during any period of time that Rent is paid or payable under this Lease and Additional Rent is paid under any Bifurcated Lease for all or any portion of the same period of time, Tenant shall be entitled to a credit against Rent due and

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payable under this Lease equal to the aggregate amount of such Rent, which credit shall be applied to and reduce each installment of Rent coming due under this Lease until fully credited. Except for the Rent and Additional Rent specifically set forth in this Lease (adjusted as provided in this paragraph) or any payments to Landlord required by Section 3.8, Landlord shall not be entitled to (and shall not impose or attempt to impose) any other rent, consideration or payments from Tenant, any Permitted Transferee, or other transferee approved by Landlord under or with respect to a Bifurcated Lease. For the avoidance of doubt, Landlord may withhold its approval of a Bifurcated Lease in the event that Landlord reasonably determines that the Bifurcated Lease is not commercially and economically viable as an independent project.

D. The Rent due and payable by Tenant under this Lease shall be adjusted and reduced, on a dollar-for-dollar basis, by the aggregate amount of Rent due and payable under the Bifurcated Leases. The bifurcation documents executed by the Parties pursuant to Section 17.2.A shall amend this Lease to confirm such adjustment and reduction in Rent.

E. Notwithstanding anything contained in this Lease, upon the execution of a Bifurcated Lease:

1) Tenant shall not be obligated to perform any obligation under this Lease to the extent such obligation pertains to, or is to be performed on, any the portion of the Demised Premises leased pursuant to such Bifurcated Lease, and shall be automatically released from any and all such obligations (including, without limitation, any obligation to (x) pay any Rent allocated to such Bifurcated Lease, (y) develop the applicable Phase governed by the Bifurcated Lease, and (z) maintain insurance for such applicable Phase or portion of the Demised Premises governed by the Bifurcated Lease);

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2) No action or omission of, or default by, a tenant (or anyone acting by, through or under a tenant) under a Bifurcated Lease, including, without limitation, any failure to develop the applicable Lease Phase, shall in any event constitute or give rise to a default, or any liability of Tenant under this Lease or deprive Tenant of any of its rights under this Lease including, without limitation, the right to develop the remainder of the Lease Phase on the balance of the Demised Premises in accordance with this Lease; and

3) Neither Tenant nor any assignee or successor thereof shall in any event be prohibited from developing any portion of the Lease Phase (or be in default hereunder, or have any liability), as a result of any failure of any tenant (or anyone acting by, through or under a tenant) under any Bifurcated Lease to develop the applicable Lease Phase or Subphase.

Each Bifurcated Lease shall include provisions similar to the above, confirming that (1) the tenant under such Bifurcated Lease shall not be obligated to perform any obligation under this Lease or any other Bifurcated Lease, (2) no action or omission of, or default by Tenant under this Lease or any other tenant under any other Bifurcated Lease, shall constitute a default under such Bifurcated Lease, and (3) neither the tenant under such Bifurcated Lease nor any assignee nor successor thereof shall be prohibited from developing the Phase covered by the Bifurcated Lease as a result of any failure by Tenant under this Lease or any other tenant under any other Bifurcated Lease to develop the portion of the Lease Phase or any other Phase located on its portion of the Demised Premises; it being the intention of the Parties that this Lease and each Bifurcated Lease shall not be cross-defaulted in any way.

F. Each tenant under a Bifurcated Lease shall have the right, subject to any approvals of Landlord required by this Section and the limitations stated in this Section, to (i)

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further assign the Bifurcated Lease and (ii) enter into subleases, licenses, concession agreements, management agreements, operating agreements, and other arrangements for the purpose of implementing any use, operation or activity permitted under this Lease, in accordance with the terms thereof.

Section 17.3. Master Covenants for Integrated Project

Although the Demised Premises or a portion thereof constituting the Lease Phase may be leased pursuant to this Lease and/or one or more Bifurcated Leases, the Project will be an integrated mixed-use transit oriented development, to be used for the purposes contemplated by this Lease and developed (or redeveloped) from time to time pursuant to the terms of this Lease and/or the Bifurcated Leases (as applicable). To promote the integrated and mixed use nature of the Project, and to ensure that the common or shared components of the overall Project are maintained and benefit the Phases and other portions of the Project intended to be served thereby, each Phase may be subject to and benefited by the Master Covenants, which Master Covenants will be consistent with all the terms and conditions in this Lease, as follows:

A. The Project may include certain common or shared components (such as, without limitation, walkways, promenades, driveways, parking facilities, parking garage, park areas, project-wide lighting and signage, and other shared components, areas, and facilities) located on more than one Phase of the Project. Pursuant to the Master Covenants, such common or shared components, areas, and facilities may be (i) available for use by each Phase and other portions of the Demised Premises intended to be served thereby, and (ii) may be operated and administered by a master association, property owner's association and/or other entity created for such purpose as more particularly provided in the Master Covenants or operated and administered by the tenant of any Phase under a Bifurcated Lease.

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B. Landlord agrees to recognize and not disturb the rights of Tenant, any tenant under a Bifurcated Lease, any Permitted Transferee (and its or their respective Sublessees and other subtenants, licensees, employees, customers, guests, invitees and/or other permitted users) to the common or shared, components, areas, or facilities under the Master Covenants irrespective of whether this Lease or any Bifurcated Lease controlling such components, areas or facilities may have terminated or expired. Landlord agrees from time to time, promptly upon request of Tenant, any tenant under a Bifurcated Lease, and/or any such transferee, to execute a joinder or enter into an agreement in recordable form confirming such recognition and non-disturbance agreement, which agreement shall be on such other customary and reasonable terms as may be mutually acceptable to the parties. In addition, in the event this Lease or any Bifurcated Lease is terminated with respect to any Phase of the Project that is encumbered by the Master Covenants, Landlord shall have the right, at its option (and for the benefit of itself and its tenants, subtenants, licensees, employees, customers, guests, invitees, and/or other permitted users), to ratify and confirm that the Master Covenants encumber and apply to such Phase notwithstanding the termination of this Lease or such Bifurcated Lease, whereupon such Phase shall continue to be burdened by and enjoy the benefits of the common or shared components, areas, or facilities under the Master Covenants, subject to the terms and conditions thereof (including without limitation the continuing obligation to pay assessments for the privilege of using such facilities). Any subsequent lease(s) or other agreements of any kind or nature whatsoever affecting the common or shared components, areas and facilities encumbered by the Master Covenants shall be subject to the terms, conditions, and provisions of the Master Covenants.

C. The form and substance of the Master Covenants shall be subject to the prior approval of Landlord, which shall not be unreasonably withheld, conditioned, or delayed, provided

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that Landlord's comments or objections to the terms and conditions of the Master Covenants shall be limited to the provisions thereof that impact the Palmetto Station Property or will remain binding on Landlord notwithstanding the termination of this Lease or any Bifurcated Lease. Landlord shall provide specific reasons in writing to Tenant for any disapproval of the Master Covenants simultaneously with any written notice of disapproval given by Landlord hereunder. Amendments to the Master Covenants shall be subject to Landlord's approval. The parties shall use commercially reasonable efforts to finalize the form of the Master Covenants within a period of sixty (60) days following the initial draft.

Section 17.4. Right to Mortgage Leasehold

Notwithstanding Section 17.1 to the contrary, Tenant, and if applicable, any Sublessee, shall have the right from time to time, and without prior consent of Landlord, to mortgage or encumber their rights under this Lease, any Sublease and the leasehold estate, in whole or in part (with respect to the Demised Premises or any Phase or any part thereof), by Leasehold Mortgage(s). Such Mortgages shall be expressly subject to the terms, covenants, and conditions of this Lease (and the Sublease, if applicable), and shall, at all times, be inferior and subject to the prior right, title, and interest of Landlord herein and in the fee estate in the Demised Premises. Such Leasehold Mortgage(s) shall solely secure debt of Tenant, and if applicable, any Sublessee, which is directly related to the Project or Lease Phase, as applicable. The Lease Phase may not be cross-collateralized or cross-defaulted with any other property, Phase, Project component or other assets. Landlord's fee simple title to the Demised Premises, shall not be affected by any Leasehold Mortgage or other Financing Agreement and no Leasehold Mortgage, Financing Agreement or encumbrance shall extend to or be a lien or encumbrance upon Landlord's fee simple interest in the Demised Premises. Tenant, and if applicable, any Sublessee, shall provide Landlord with a

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copy of all such Leasehold Mortgages or Financing Agreements. The granting of any Leasehold Mortgage(s) against all or part of the leasehold estate in the Demised Premises shall not operate to make the Leasehold Mortgagee thereunder liable for performance of any of the covenants or obligations of Tenant under this Lease, or of any Sublessee under a Sublease, except in the case of a Leasehold Mortgagee which acquires ownership of all or a portion of the leasehold estate encumbered by its Leasehold Mortgage and then only for its period of ownership of the leasehold estate or portion thereof, and including such outstanding non-monetary obligations that are susceptible of cure by Leasehold Mortgagee and monetary obligations accruing prior to the acquisition of such ownership of the leasehold estate. The amount of any such Leasehold Mortgage may be increased whether by an additional mortgage or consolidating the liens of such Leasehold Mortgages or by amendment of the existing Leasehold Mortgage, and may be permanent or temporary, replaced, extended, increased, refinanced, consolidated or renewed on the Lease Phase without the consent of, but with written notice to, Landlord. Such Leasehold Mortgage(s) may contain a provision for an assignment of any rents, revenues, monies or other payments due to Tenant or Sublessee as a landlord and a provision therein that the Leasehold Mortgagee(s) in any action to foreclose the same shall be entitled to the appointment of a receiver. In the event of such foreclosure, Leasehold Mortgagee shall pay Rent to Landlord and satisfy all other past and present obligations as provided in this Lease.

All Leasehold Mortgages and Financing Agreements shall expressly state that the Lender shall not have a claim upon any insurance proceeds covering any loss within the last five (5) years of the last thirty (30) year term.

Notwithstanding any provision in Section 17.1 to the contrary, Tenant, and if applicable, each Sublessee and the direct and indirect owners of equity interests in Tenant, and if applicable,

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each Sublessee, shall have the right from time to time, and without the prior consent of, but with written notice to, Landlord, to pledge and otherwise encumber any of its respective direct or indirect equity or ownership interests (whether stock, partnership interest, beneficial interest in a trust, membership interest or other interest of an ownership or equity nature) (herein, "equity interests" or "ownership interests") to secure a loan or equity contribution made by a Mezzanine Financing Source. The granting of such pledge or other security shall not operate to make the Mezzanine Financing Source thereunder liable for performance of any of the covenants or obligations of Tenant or such Sublessee under this Lease or a Sublease. The amount of any such Mezzanine Financing may be increased, and such Mezzanine Financing may be modified, amended, restated, replaced, extended, refinanced, consolidated, or renewed from time to time, all without the consent of Landlord. Any transfer of any direct or indirect ownership interest in Tenant or any Sublessee as a result of (i) the bona-fide foreclosure by any Mezzanine Financing Source of a pledge of ownership interests in Tenant or such Sublessee or other appropriate proceedings in the nature thereof, (ii) any Transfer made to the purchaser at a bona-fide foreclosure of such pledge of ownership interests, (iii) any conveyance, assignment or transfer in lieu of such foreclosure (including any transfer to the Mezzanine Financing Source, any nominee of Mezzanine Financing Source or a third-party buyer), or (iv) any change of control or other transfer of any direct or indirect ownership interest in Tenant or such Sublessee to the Mezzanine Financing Source or its nominee resulting from the exercise by the Mezzanine Financing Source of any other rights or remedies under any Financing Agreement or financing documents, including without limitation any pledge or other security agreements or any partnership agreement, operating agreement, or other organizational documents, shall not require the consent of Landlord (under Article 17 or otherwise) and shall not constitute a breach of any provision or a default under this Lease. Tenant

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or such Sublessee shall give notice to Landlord of its intent to obtain Mezzanine Financing from the applicable Mezzanine Financing Source and together with such notice, Tenant or such Sublessee, as applicable, shall certify to Landlord that:

A. That the Mezzanine Financing and the Mezzanine Financing Source meet the definitions of those terms as stated in Article 2 of this Lease; and

B. Tenant or Sublessee, as applicable, does not have a controlling ownership interest in the applicable Mezzanine Financing Source.

Section 17.5. Notice to Landlord of Leasehold Mortgage

Written notice of each Leasehold Mortgage shall be delivered to Landlord specifying the name and address of such Leasehold Mortgagee to which notices shall be sent and Landlord shall be furnished a copy of each such recorded mortgage. Landlord shall also receive notice of the name and address of any Mezzanine Financing Source who desires notice and the benefit of the rights of the Mezzanine Financing Sources under this Lease. For the benefit of any such Leasehold Mortgagee or Mezzanine Financing Source who shall have become entitled to notice as hereinafter provided in this Article 17, Landlord agrees, subject to all the terms of this Lease, not to accept a voluntary surrender or termination of this Lease at any time while such Leasehold Mortgage(s) shall remain a lien on Tenant's leasehold estate created under this Lease or any leasehold interest or estate created under a Sublease, and with respect to Mezzanine Financing, during any period that the Mezzanine Financing Source holds an interest (directly or indirectly) or is secured by a pledge of ownership interests in the Tenant and/or Sublessee, as applicable. Tenant and/or Sublessee, as applicable, shall advise and obtain the written consent of any such Leasehold Mortgagee(s) or any Mezzanine Financing Source, prior to any modification of this Lease with respect to the Lease Phase subject to such Leasehold Mortgage(s) or Mezzanine Financing, and no

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sale or transfer of Landlord's fee simple interest in the Demised Premises or any portion thereof to Tenant or Sublessee, as applicable, shall terminate this Lease by merger or otherwise so long as the lien of the Leasehold Mortgage or Mezzanine Financing remains undischarged. The foregoing is not meant to prohibit a sale of the fee to Tenant.

Section 17.6. Notices to Leasehold Mortgagee(s)

No notice of default under Section 19.1 or notice of failure to cure a default under Section 19.2 A shall be deemed to have been given by Landlord to Tenant unless and until a copy has been given to each Leasehold Mortgagee and Mezzanine Financing Source who shall have notified Landlord pursuant to Sections 17.1 or 17.5 of its name, address and its interest in the Lease Phase and/or any other portion of Demised Premises prior to Landlord's issuance of such notice. Landlord agrees to accept performance and compliance by any such Leasehold Mortgagee or Mezzanine Financing Source of and with any of the terms of this Lease with the same force and effect as though kept, observed or performed by Tenant, provided such act or performance is timely under Sections 17.7 or 19.2, or as otherwise provided by Section 19.3. Nothing contained herein shall be construed as imposing any obligation upon any such Leasehold Mortgagee or Mezzanine Financing Source to so perform or comply on behalf of Tenant unless such Leasehold Mortgagee or Mezzanine Financing Source becomes the tenant under a new lease in accordance with Section 17.7 below.

Section 17.7. Leasehold in Reversion and Assignment in Lieu of Foreclosure

In addition to any rights any Lender may have by virtue of Article 19 herein and in Section 17.13 with respect to a new lease, Tenant's right to mortgage its leasehold estate under this Lease in whole or in part shall include the right to require a lease in reversion in lieu of foreclosure under such Leasehold Mortgage or Mezzanine Financing, which lease in reversion shall become effective

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immediately upon the termination of this Lease for a Tenant default and shall have the same terms and provisions, including expiration date, as this Lease. The Leasehold Mortgagee or Mezzanine Financing Source, in such event, shall have the right to take this Lease by lease in reversion or by assignment in lieu of foreclosure and to sell it either after foreclosure or after taking the assignment or becoming Tenant under the new lease in reversion. For the avoidance of doubt, such new lease shall not be subject to Section 17.1 or Section 3.8 of this Lease. The Leasehold Mortgagee or Mezzanine Financing Source shall not be liable for Tenant's obligations hereunder until such a time as it becomes the new tenant under the new lease and then shall assume liability and obligations of the Tenant but only during the period it remains the new tenant. Landlord's obligation to enter into such new lease of the Demised Premises with Leasehold Mortgagee or tenant (as owned or controlled by the Mezzanine Financing Source) shall be subject to the following conditions which must be met prior to the execution of the new lease:

A. Payment of Rent to Landlord and fulfillment of any other obligation due herein through the date of such new lease; and/or

B. All monetary defaults or obligations hereunder must have been cured; and/or

C. All non-monetary defaults or obligations susceptible to cure must be remedied and cured, or Leasehold Mortgagee or tenant (as owned or controlled by the Mezzanine Financing Source), promptly commencing with due diligence and good faith to pursue curing said default which cannot be immediately cured accordance with this Lease; and/or

D. The Landlord must have received payment for all costs and expenses, including reasonable attorney's fees, disbursements and court costs, incurred by the Landlord in connection with such Events of Default, the termination of this Lease, and the preparation of the

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new Lease, together with interest thereon at the highest rate permitted by law, from the due date or the date such costs were incurred by the Landlord, as the case may be, to the date of actual payment from the Leasehold Mortgagee or Tenant (as owned or controlled by the Mezzanine Financing Source).

The Landlord's delivery of the Demised Premises to the Leasehold Mortgagee or Mezzanine Financing Source pursuant to this Section 17.7 shall (a) be made without representation or warranty of any kind or nature whatsoever either express or implied; (b) be taken by the Leasehold Mortgagee or Mezzanine Financing Source as tenant on an "**as is**", "**where is**" condition and in its then-current condition; and (c) the Leasehold Mortgagee or Mezzanine Financing Source, as new tenant, at its sole cost and expense, shall be responsible for taking such action as shall be necessary to remove the prior Tenant and/or Sublessee, as applicable, herein. Landlord agrees, however, that Landlord will, at the request, cost, and expense of the Leasehold Mortgagee or Mezzanine Financing Source, cooperate in the judicial proceedings regarding the then-actually defaulting Tenant, Sublessee, or any other occupants of the Lease Phase and/or Demised Premises. Notwithstanding anything herein to the contrary, nothing contained in this Lease shall require any Leasehold Mortgagee (or its nominee) or any Mezzanine Financing Source (or its nominee), as a condition to its exercise of its right to enter into a new lease, to cure any default of Tenant or such Sublessee, as applicable, not reasonably susceptible of being cured by such parties, in order to comply with the provisions of this Section 17.7. The provisions of this Section 17.7 shall survive any termination of this Lease. Leasehold Mortgagees and Mezzanine Financing Sources shall be deemed to be third-party beneficiaries of this Section.

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Section 17.8. **Rights to Sublease and Non-Disturbance to Sublessees**

Tenant and Sublessees, upon written notice to Landlord and providing a copy of the Sublease to Landlord, shall have the right to enter a Sublease so long as such Sublease is consistent with the terms and conditions of this Lease, without any approval or consent of, but with written notice to, Landlord; however, notwithstanding any other provisions of this Lease, no Sublease shall relieve Tenant of any obligations under the terms of this Lease, unless a release is granted in accordance with Section 17.1. Subject to the foregoing continuing responsibility of Tenant, the obligations of Tenant under this Lease may be performed by any Sublessee (as to the Demised Premises or the Phase or other portion thereof demised to such Sublessee), and Landlord shall accept performance by any such Sublessee, as performed by Tenant. Additionally, each Sublease must: (i) be for a use compatible with the standards and requirements set forth in Section 4.1 herein, (ii) not extend beyond the expiration of the Term of this Lease, (iii) provide that the Sublease may be terminated by Landlord, in the event that the Demised Premises and Improvements in the Lease Phase shall be damaged or destroyed by fire or other casualty during the last five (5) years of the Term or any renewal thereof, the estimated cost for repair and restoration of the Demised Premises and Improvements exceeds an amount equal to twenty-five percent (25%) of the then-current Fair Market Value of the Lease Phase (as determined by an appraisal secured by Tenant and/or Sublessee, but subject to approval by Landlord), and sufficient net proceeds from insurance in place is not made available for repair and reconstruction of the Demised Premises and Improvements, and (iv) to the extent such Sublease transfers any of the Tenant's development or other obligations hereunder, expressly provide that such Sublessee shall be jointly and severally liable for Tenant's duties, obligations, and responsibilities under this Lease as to the portion of the Lease Phase or Demised Premises sublet under the Sublease, except as expressly provided by

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Section 2.ZZZ of this Lease. Landlord agrees to grant recognition and non-disturbance agreements for Sublessees which provide that, in the event of a termination of this Lease which applies to the portion of the Lease Phase or Demised Premises covered by such Sublease, such Sublessee will not be disturbed and will be allowed to continue peacefully in possession under its Sublease with the Sublease becoming a direct lease between Landlord and the Sublessee, provided that the following conditions are met:

A. The Sublease is an arms' length transaction on market terms, except as required by this Lease for the sublease of the Community Housing Units and Temporary Community Office Space;

B. The Sublessee shall not be in default of the terms and conditions of its Sublease beyond applicable notice and cure periods;

C. The Rent payable by the Sublessee shall be at least equal to the then-market rental rates, except as required by this Lease for the sublease of the Community Housing Units and Temporary Community Office Space, and the rights and obligations of the sublessor and Sublessee under the Sublease shall be consistent with the other terms and conditions of this Lease or the Bifurcated Lease applicable to the Lease Phase or Demised Premises leased thereunder;

D. The Sublessee shall agree to attorn to Landlord; and

E. The Sublessee shall agree to subordinate its leasehold interest in the Lease Phase or portion to the Demised Premises to Landlord's interest therein pursuant to this Lease.

Landlord agrees that it will grant such assurances to such Sublessees so long as they remain in compliance with the terms of their Subleases, and provided further that any such Subleases do not extend beyond the expiration of the Term of this Lease, or upon the event that the Improvements or any part thereof shall be damaged or destroyed by fire or other casualty during

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the last five (5) years of the Term or any renewal thereof and the estimated cost for repair and restoration exceeds an amount equal to twenty-five percent (25%) of the then-current Fair Market Value, in which case the Improvements will be demolished pursuant to Section 16.7. To effectuate the intent of this Section, Landlord agrees to enter into recognition and non-disturbance agreements such form as may be reasonably acceptable to Landlord, following written request.

Notwithstanding any attornment, Landlord shall not be (a) liable for any previous act or omission of the Tenant hereunder; (b) subject to any offset or defense that shall have accrued to the Sublessee hereunder against said Tenant; or (c) bound by any prepayment of Rent or for any security deposit which shall not have been delivered to Landlord. Moreover, during a default by Tenant to pay Rent when due and payable under this Lease, Sublessee shall, upon written demand from Landlord, pay all outstanding Rent due under its Sublease to Landlord.

Any and all Subleases with Sublessees of the Demised Premises may include lender protection provisions consistent with the provisions of this Lease that benefit Lenders, including other customary lender protections found in comparable ground leases/subleases. Although residential tenants of Community Housing Units are Sublessees under this Lease, the recognition and non-disturbance rights of this Section shall not apply to any residential tenants in the Project.

Any Sublessee hereunder shall have the right from time to time to assign and transfer the Sublease and/or all or any portion of its rights under the Sublease and further sublease the Demised Premises, and Landlord agrees to grant recognition and non-disturbance agreements in connection with the same as provided above, subject to the terms hereof. If this Lease is bifurcated with respect to any portion of the Project pursuant to the terms of Section 17.2, then the Sublease may also be bifurcated with respect to such portion of the Project, subject to the limitation that this Lease may not be bifurcated into more than four (4) separate leases, and the terms of this Section 17.8 shall

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apply with respect to the Sublease and any subsequent bifurcated Sublease. The provisions of this Section 17.8 shall survive any termination of this Lease and any applicable Sublease. Leasehold Mortgagees and Mezzanine Financing Sources shall be deemed to be third-party beneficiaries of this Section.

Section 17.9. Estoppel Certificates from Landlord

Upon request of Tenant, Sublessee, or any Leasehold Mortgagee or any Mezzanine Financing Source, Landlord agrees to give such requesting party an estoppel certificate in accordance with Section 22.2. Tenant shall pay all applicable fees outlined in IO 4-133, or the applicable fee schedule at the time of the request, for each estoppel requested from Landlord.

Section 17.10. Limited Waiver of Landlord Lien

In order to enable Tenant and Sublessees to secure financing for the purchase of fixtures, equipment, and other personalty to be located on or in the Demised Premises, whether by security agreement and financing statement, mortgage or other form of security instrument, Landlord hereby waives, and from time to time, upon request, shall execute and deliver an acknowledgment confirming that it has waived its “landlord’s” or other statutory or common law liens securing payment of Rent or performance of Tenant’s other covenants under this Lease as to such fixtures, equipment or other personalty.

Section 17.11. No Subordination or Mortgaging of Landlord’s Fee Title

Notwithstanding any provision in this Lease or any other agreement entered into by Miami-Dade County, in its capacity as Landlord or otherwise, no Leasehold Mortgagee or Lender may impose any lien or encumbrance upon the Landlord’s fee simple interest in the Land, and there shall be no subordination of Landlord’s fee simple interest in the Land to any lien or encumbrance, including, but not limited to the lien of any Leasehold Mortgage or Financing Agreement.

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Landlord shall not be required to join in any mortgage or other financing. Landlord's reversionary interest in the Demised Premises, the Improvements thereon, and in this Lease shall be superior and prior to any loans, mortgages, deeds of trust, other leases, liens, and encumbrances that may hereinafter be placed on the Demised Premises or the leasehold interest or any part thereof or the interest therein, by, against, or as a result of the acts of Tenant or any entity deriving any interest therein.

Nothing contained in this Lease, or any action or inaction by Landlord, shall be deemed or construed to mean that Landlord has granted to Tenant any right, power, or permission to do any act or to make any agreement which may create, give rise to, or be the foundation for any right, title, interest, lien, charge, or any encumbrance upon the fee simple interest of the Landlord in the Demised Premises. Landlord represents and warrants to Tenant that no mortgages currently exist against its fee interest in the Land, and acknowledges that this Lease shall not be subordinate to any future mortgage against the fee interest in the Land. Notwithstanding anything to the contrary contained in this Lease, if all or any portion of Landlord's interest in the Land shall be acquired by reason of foreclosure of any mortgage, security agreement, lien, or other encumbrance or other proceedings brought to enforce the rights of the holder(s) thereof, by deed in lieu of foreclosure or by any other method, and as a result any Person succeeds to such interests of Landlord, this Lease and the rights of Tenant hereunder shall continue in full force and effect and shall not be terminated or disturbed except as otherwise expressly permitted by the terms of this Lease.

Section 17.12. **Transfer of Interest by Landlord**

If Miami-Dade County or any successor to its interest hereunder ceases to have any interest in the Demised Premises or if there is any sale or transfer of Landlord's interest in the Demised Premises, the seller or transferor shall be entirely freed and relieved of all agreements, covenants,

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and obligations of Landlord hereunder to be performed after the date of such sale or transfer provided that the purchaser, successor, or transferee of Landlord's interest in the Demised Premises assumes in writing all such agreements, covenants, and obligations of Landlord. Nothing herein shall be construed to relieve Landlord from any liability or damages arising from actions or omissions occurring, or agreements, covenants, and obligations required to be performed, prior to the date of any such assignment, transfer, or sale of Landlord's interest hereunder. Notwithstanding the foregoing and without limiting the previous sentence, Miami-Dade County shall remain liable for the representations and warranties of Section 24.1 arising under and through Landlord, but no others.

Section 17.13. **Lease Termination and New Lease**

A. In addition to any rights any Leasehold Mortgagee, Mezzanine Financing Source or other Lender may have by virtue of Article 19 herein, if this Lease shall terminate prior to the expiration of its Term and Lender was not first provided with notice and an opportunity to cure prior to such termination (whether pursuant to an automatic termination pursuant to the terms of this Lease, the rejection of this Lease in a bankruptcy, or insolvency proceeding or otherwise), Landlord shall give written notification thereof to each Leasehold Mortgagee and Mezzanine Financing Source or other Lender, and Landlord shall, upon written request of the applicable Leasehold Mortgagee, Mezzanine Financing Source or other Lender (with Landlord to follow the request of any Leasehold Mortgagee prior to Mezzanine Financing Sources) to Landlord given within sixty (60) days following such termination, enter into a new lease of the Demised Premises with the Leasehold Mortgagee (or its nominee) or tenant (as owned or controlled by the Mezzanine Financing Source), as tenant, for the remainder of the Term of this Lease, on the same terms and conditions, and with the same priority over any encumbrances

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created at any time by Landlord, its successors and assigns, which Tenant has or had by virtue of this Lease. Landlord's obligation to enter into such new lease of the Demised Premises with Leasehold Mortgagee or tenant (as owned or controlled by the Mezzanine Financing Source) shall be conditioned upon, on the date the new lease executed, (i) Landlord receiving payment of all Rent due hereunder through the date of such new lease, (ii) all other monetary defaults hereunder having been cured, (iii) all non-monetary defaults susceptible to cure having been cured or Leasehold Mortgagee or tenant (as owned or controlled by the Mezzanine Financing Source), as applicable, as tenant, proceeding promptly with such cure and pursuing such cure to completion with reasonable diligence, and (iv) Landlord receiving all reasonable expenses, costs, and fees, including attorneys' fees, incurred by Landlord in preparing for the termination of this Lease and in acquiring possession of the Demised Premises, and in the preparation of such new lease. Such new lease shall have priority over encumbrances created by Landlord by virtue of the notice created by this Lease to any transferee of Landlord or any person receiving an encumbrance from Landlord, which priority shall be self-operative and shall not require any future act by Landlord. Any new lease hereunder shall contain the same clauses subject to which the demise of the Demised Premises hereunder is made and shall be at the Rent and other payments for the Demised Premises due to Landlord and upon all of the terms as are herein contained.

B. Nothing herein contained shall be deemed to impose any obligation on the part of Landlord to deliver physical possession of the Demised Premises to the Leasehold Mortgagee (or its nominee) or tenant (as owned or controlled by the Mezzanine Financing Source) until the new lease has been executed by all pertinent parties. Landlord agrees, however, that Landlord will, at the request, cost, and expense of the Leasehold Mortgagee, cooperate in the

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prosecution of judicial proceedings to evict the then-defaulting Tenant or any other occupants of the Demised Premises.

C. If, upon the termination of this Lease, Tenant, but for such termination, would have been entitled to receive any credit or other amount pursuant to the provisions of this Lease, then Landlord agrees that the same shall be paid to the tenant under a new lease, in the same manner and to the same extent as it would have been paid or applied the same to or for the benefit of Tenant as if this Lease had not terminated; subject however to Landlord's right to offset any damages accrued as a result of said termination.

D. Any right of Tenant to treat this Lease as terminated under Section 365(h)(1)(A)(i) of Chapter 11 of the U.S. Bankruptcy Code shall be subject to the consent of each Leasehold Mortgagee and each Mezzanine Financing Source, with written notice to Landlord.

E. The provisions of this Section 17.13 shall survive any termination of this Lease. Leasehold Mortgagees and Mezzanine Financing Sources shall be deemed to be third-party beneficiaries of this Article 17.

ARTICLE 18

Eminent Domain

Section 18.1. Taking of Entire Premises

If at any time during the Term of this Lease the power of eminent domain shall be exercised by any federal or state sovereign or their proper delegates, by condemnation proceeding (a "Taking"), to acquire the entire Demised Premises, such Taking shall be deemed to have caused this Lease to terminate and expire on the date of such Taking. Tenant's right to recover a portion of the award for a Taking, as hereinafter provided, is limited to the Fair Market Value of the Improvements, plus the value of Tenant's interest in the unexpired Term of the leasehold estate created pursuant to this Lease (subject to Landlord's reversionary interests in same), and in no

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event shall Tenant be entitled to compensation for any fee interest in the Demised Premises. Notwithstanding anything herein contained to the contrary, Landlord shall be entitled to receive from the condemning authority not less than the appraised value of the Demised Premises, subject to the Lease, as if vacant and assuming no Improvements existed on the Demised Premises, at the time of Taking and its portion of any reversionary interests in the Lease, Demised Premises. For the purpose of this Article 18, the date of Taking shall be deemed to be either the date on which actual possession of the Demised Premises or a portion thereof, as the case may be, is acquired by any lawful power or authority pursuant to the Taking or the date on which title vests therein, whichever is earlier. All Rent and other payments required to be paid by Tenant under this Lease shall be paid up to the date of such Taking. Tenant and Landlord shall, in all other respects, keep, observe, and perform all the terms of this Lease up to the date of such Taking.

Section 18.2. Proceeds of Taking

In the event following any such Taking, as aforesaid, this Lease is terminated, or in the event following a Taking of less than the whole of the Demised Premises where this Lease is terminated as provided for in Section 18.3 herein, the proceeds of any such Taking (whole or partial) shall be distributed as described in Section 18.1. If the value of the respective interests of Landlord and Tenant shall be determined according to the foregoing provisions of this Section 18 in the eminent domain proceeding pursuant to which the Demised Premises shall have been taken, the values so determined shall be conclusive upon Landlord and Tenant. If such values shall not have been separately determined in such proceeding, such values shall be fixed by agreement between Landlord and Tenant, or if they are unable to agree, by an apportionment hearing within the condemnation proceeding so that the allocation between the Parties is fair and equitable. Leasehold Mortgagees and Mezzanine Financing Sources shall be entitled to participate in any

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proceedings in connection with a Taking, and to receive directly from the taking authority any sums to which they are found to be entitled.

Section 18.3. Partial Taking; Termination of Lease

If, in the event of a Taking of less than the entire Demised Premises, the remaining portion of the Demised Premises not so taken cannot be adequately restored, repaired, or reconstructed so as to constitute a complete architectural unit of substantially the same usefulness, design, construction, and commercial feasibility as immediately before such Taking, then Tenant shall have the right, to be exercised by written notice to Landlord within one hundred twenty (120) days after the date of Taking, to terminate this Lease on a date to be specified in said notice, which date shall not be earlier than the date of such Taking, in which case Tenant shall pay and satisfy all rents, revenues, and other payments due and accrued hereunder up to the date of such termination and shall perform all of the obligations of Tenant hereunder to such date, and thereupon this Lease, and the Term herein demised shall cease and terminate. Upon such termination the Tenant's interest under this Lease in the remainder of the Demised Premises not taken shall be sold in accordance with applicable Law, and the proceeds of the sale shall be combined with the award given for the partial Taking with the entire amount then being distributed amongst the Parties as if a total Taking had occurred. Landlord shall have the option to purchase Tenant's interest under this Lease in the remainder of the Demised Premises at its Fair Market Value for a period of sixty (60) days after the determination of Fair Market Value, which value shall be determined by a mutually acceptable appraiser (or if no one appraiser is agreed upon by the Parties, by an appraiser, chosen by two (2) appraisers, one of which will be appointed by each Party, within one hundred and fifty (150) days from the date the Lease was terminated). The Fair Market Value specified in the preceding sentence shall be limited to the Fair Market Value of the Improvements

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and the value of Tenant's interest in the unexpired Term of the leasehold estate created pursuant to this Lease (subject to Landlord's reversionary interests in same), and in no event shall such value include any fee simple interest in the Demised Premises. All appraisal costs shall be split equally between the Landlord and Tenant. If Landlord fails to purchase, the remainder (Improvements and Tenant's interest in the unexpired Term of the leasehold estate) may be sold.

Section 18.4. Partial Taking; Continuation of Lease

If, following a partial Taking, this Lease is not terminated as hereinabove provided then, this Lease shall terminate as to the portion of the Demised Premises taken in such condemnation proceedings; and, as to that portion of the Demised Premises not taken, Tenant shall proceed at its own cost and expense either to make an adequate restoration, repair, or reconstruction or to rebuild a new Improvement upon the Demised Premises affected by the Taking which is as near as reasonably possible to the value, conditions, and character which existed prior. In such event, Tenant's share of the award shall be determined in accordance with Section 18.1 herein. Subject to rights of Leasehold Mortgagees and Mezzanine Financing Sources, such award to Tenant shall be used by Tenant for its reconstruction, repair, or rebuilding. Any excess awards after such reconstruction, repair, or rebuilding, shall be retained by Tenant subject to the fulfillment of any outstanding monetary obligations to Landlord under this Lease. If the part of the award so paid to Tenant is insufficient to pay for such restoration, repair, or reconstruction, Tenant shall pay the remaining cost thereof, and shall fully pay for all such restoration, repair, and reconstruction, and complete the same to the reasonable satisfaction of Landlord, free from mechanics' or materialmen's liens, and shall at all times save Landlord free and harmless from any and all such liens. In such event, if Tenant elects not to terminate this Lease and to reconstruct, repair or rebuild, then the Annual Rent shall be partially adjusted based upon the portion of the Demised Premises

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taken in such condemnation proceedings. If a Leasehold Mortgagee or Mezzanine Financing Source applies such award to reduce or repay in full any debt or obligations due to such Leasehold Mortgagee or Mezzanine Financing Source, Tenant shall either pay from its own capital and/or seek financing for the reconstruction or repair of the damaged Improvements; provided, however, that the foregoing shall not limit the rights of Tenant under Section 18.3 to terminate the Lease. In the event, the partial Taking results in making it impossible or unfeasible to reconstruct, restore, repair, or rebuild the Improvements on the Demised Premises, Tenant's share of the award shall be determined in accordance with Section 18.1 herein.

Section 18.5. Temporary Taking

If the whole or any part of the Demised Premises or of Tenant's interest under this Lease be taken or condemned by any competent authority for its or their temporary use or occupancy not exceeding two (2) years, this Lease shall not terminate by reason thereof, and Tenant shall continue to pay, in the manner and at the times herein specified, the full amounts of the rents, revenues, and all other charges payable by Tenant hereunder and, except only to the extent that Tenant may be prevented from so doing pursuant to the terms of the order of the condemning authority, to perform and observe all of the other terms, covenants, conditions, and all obligations hereof upon the part of Tenant to be performed and observed, as though such Taking had not occurred. In the event of any such temporary Taking, Tenant shall be entitled to receive the entire amount of any award made for such temporary Taking (attributable to the period within the Term of the Lease), other than any portion of Rent which was abated by Landlord pursuant to this Lease, which amount Landlord shall be entitled to claim from the Taking Authority, whether paid by way of damages, rent, or otherwise. Tenant covenants that, upon the termination of any such period of temporary Taking, prior to the expiration of the Term of this Lease, it will, at its sole cost and expense, restore

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the Demised Premises, as nearly as may be reasonably possible, to the condition in which the same were immediately prior to such Taking, provided that the Taking Authority compensates Tenant for such restoration, subject to the payment to Landlord of any outstanding monetary obligations under this Lease.

Section 18.6. Additional Takings

In case of a second, or any additional partial Taking or Takings from time to time, the provisions hereinabove contained shall apply to each such partial Taking. In the event any federal or state sovereign or their proper delegates with the power of eminent domain appropriates or condemns all or a portion of the Demised Premises, and Landlord is a beneficiary of such Taking, the award shall be divided in accordance with the provisions of this Article 18. In that event, in accordance with the provisions hereof, Tenant shall restore, repair, or reconstruct any portion of the Demised Premises not taken; provided that if the award so paid to Tenant shall be insufficient to fully pay for such restoration, repair, or reconstruction, Tenant shall have the option of:

- A. Repairing at its expense, in which event the provisions of Article 16 herein shall control; or
- B. Terminating the Lease, in which event the provisions of Article 16 herein shall control.

Section 18.7. Inverse Condemnation or Other Damages

In the event of damage to the value of the Demised Premises by reason of change of grade, access rights, street alignments, or any other governmental or quasigovernmental act (not involving Landlord) which constitutes an inverse condemnation of any portion of the Demised Premises creating a right to full compensation therefor, then Landlord and Tenant shall each be

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entitled to claim and receive from the net payment or award made on account thereof, the compensation for their respective estates and interests.

Section 18.8. Involuntary Conversion

In the event any Taking or other like proceeding or threat or imminence thereof shall occur as provided for hereinabove or otherwise, Landlord and Tenant agree to cooperate with each other in order to provide proper evidence of communication of the proceeding or threat or imminence thereof (including evidence of like Takings under Section 18.7) to the Internal Revenue Service for purposes of determining whether property has been voluntarily converted within the meaning of the Internal Revenue Code.

Section 18.9. Condemnation of Fee Interest

Notwithstanding anything in Article 18 to the contrary, Landlord hereby covenants and agrees with Tenant that (a) it will not agree to any Taking by any party without the consent of Tenant which may be withheld in Tenant's sole direction, (b) it will contest such Taking, and (c) it will, as part of its defense against a Taking, avail itself of the defense, if available, that one entity with condemnation powers cannot condemn the property of another entity with similar powers.

ARTICLE 19

Default by Tenant or Landlord

Section 19.1. Events of Default of Tenant

Events of Default of Tenant shall be the following:

- A. Tenant fails to pay on time any Rent or other monies due and payable to Landlord under this Lease when and as the same shall become due and payable;
- B. Subject to Unavoidable Delays and duly requested changes which are approved by the Landlord in writing in accordance with this Lease, if Tenant fails to keep, observe,

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or perform any of the other terms, obligations, or deadlines contained in this Lease that are the responsibility of Tenant, excepting the obligation to pay Rent or other monies due Landlord;

C. The sale of Tenant's interest in the Demised Premises under attachment, execution, or similar process; or Tenant's adjudication as bankrupt or insolvent under any bankruptcy or insolvency law or an order for relief is entered against Tenant under the Federal Bankruptcy Code and such adjudication or order is not vacated within ninety (90) days;

D. The commencement of a case under the Federal Bankruptcy Code by or against Tenant or any guarantor of Tenant's obligations hereunder, or the filing of a voluntary or involuntary petition proposing the adjudication of Tenant or any such guarantor with its creditors, unless withdrawn or dismissed within ninety (90) days after the date of its filing;

E. The written admission of Tenant of its general inability to pay Rent or its other debts when due;

F. The appointment of a receiver or trustee of an assignment for the benefit of Tenant's creditors, or if in any other manner, Tenant's interest in this Lease shall pass to another person or entity by operation of law;

G. Abandonment of the Demised Premises by Tenant (by reason other than force majeure, fire, or other casualty) at any time following delivery of possession of the Demised Premises to Tenant.

Abandonment of the Demised Premises shall mean:

1) Prior to the Completion of Construction, the cessation of all construction activities for a period exceeding sixty (60) days in the absence of an Unavoidable Delay or delay in construction agreed to and approved by Landlord in writing;

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2) After Completion of Construction, for a period exceeding thirty (30) days, the cessation of operational activities by Tenant, including but not limited to maintenance of the Demised Premises and Improvements and enforcement of reasonable and customary rules applicable to subtenants; or

H. Tenant and all individuals having or obtaining any interest (legal, equitable, beneficial, or otherwise) in the Tenant or in this Lease (other than subcontractors, materialmen, suppliers, laborers, or lenders) is or becomes a Restricted Entity as herein defined.

I. Tenant fails to maintain or provide the insurance required under Article 7 of this Lease;

J. Tenant conducts on the Demised Premises any business, the performance of any service, or the sale or marketing of any product or service by Tenant which is prohibited under this Lease or under applicable law and such activities do not cease within thirty (30) days after receipt of written notice thereof from the Landlord;

K. If Tenant's interest in this Lease is assigned, subleased, transferred, mortgaged, pledged, or encumbered in any manner in violation of the provisions of this Lease or if Tenant attempts to consummate any Transfer without complying with the provisions of Section 3.8 of this Lease;

L. If Tenant fails to comply with Section 1.5 of this Lease or fails to begin Commencement of Construction of the Lease Phase or such applicable Subphase within one hundred and fifty (150) days after the Effective Date, subject to Unavoidable Delay or any other extension of time approved by Landlord in writing in accordance with the Lease Project Schedule;

M. Intentionally Deleted.

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N. If Tenant fails to timely complete construction and obtain a Certificate of Occupancy in compliance with the provisions of this Lease and in accordance with the Lease Project Schedule, subject to extensions of time due to Unavoidable Delays and duly requested changes which are approved by the Landlord in writing;

O. Tenant fails to provide Landlord with evidence, as required in Section 1.4(A), of a financing term sheet or similar agreement prior to Commencement of Construction, or fails to close on such financing on or prior to the Financing Closing Deadline (as such deadline may be extended upon written approval of the Landlord, or pursuant to Section 1.4 of this Lease, or otherwise in accordance with this Lease), in each case subject to Unavoidable Delays or extensions approved by Landlord in writing;

P. Tenant fails to discharge or contest any Imposition as provided in Section 5.2 of this Lease, within ninety (90) days of actual or constructive notice by Tenant of said Imposition; or any sale, entry, foreclosure, or collection proceedings, execution on any judgment, or any other written affirmative attempt is made to enforce such obligation upon the Demised Premises, whichever occurs first;

Q. Tenant fails to comply with the Lease Project Schedule as set forth in Schedule 4.2, subject to extensions of time due to Unavoidable Delays and duly requested changes which are approved by the Landlord in writing;

If an Event of Default of Tenant shall occur Landlord shall give written notice to Tenant and to any Leasehold Mortgagee and Mezzanine Financing Source, who has notified Landlord in accordance with Sections 17.1 or 17.3 and Tenant shall have thirty (30) days to cure such default (unless a different cure period is specified above) after written notice thereof from Landlord setting forth with reasonable specificity the nature of the alleged breach, or in the case of such default

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which cannot with due diligence and in good faith be cured within thirty (30) days, Tenant shall have thirty(30) days to proceed to pursue curing said default to completion within such reasonable period of time as approved by the Landlord.

Section 19.2. Failure to Cure Default by Tenant

A. If an Event of Default of Tenant shall occur and Tenant has failed to cure or proceeded to pursue curing such Event of Default within the time set forth in Section 19.1 above, then Landlord shall give written notice to Tenant and to any Leasehold Mortgagee and Mezzanine Financing Source, who has notified Landlord in accordance with Sections 17.1 or 17.3, stating that this Lease and the Term hereby are demised shall expire and terminate on the date specified in such notice, which shall be (i) at least thirty (30) days after the giving of such notice with respect to any Lease Phase where Commencement of Construction has not occurred, and (ii) one hundred twenty (120) days after the giving of such notice with respect to any Event of Default relating to any Lease Phase where Commencement of Construction has occurred, during which time Tenant and/or the Leasehold Mortgagee(s) and/or any Mezzanine Financing Source(s) shall have the right to cure such default. Upon the date specified in such notice, if the Event of Default has not been cured, then, subject, however, to the provisions of Section 17.5 herein, this Lease and the Term hereby demised and all rights of Tenant and Leasehold Mortgagee(s) and Mezzanine Financing Source(s) under this Lease, shall expire and terminate.

B. If an Event of Default of Tenant shall occur and the rights of Leasehold Mortgagees and Mezzanine Financing Sources shall not have been fully exercised as provided within this Lease, then Landlord, at any time after the periods for exercise of rights as set forth under Sections 17.5, 19.1, and 19.2 herein shall have the following rights and remedies which are cumulative:

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1) In addition to any and all other remedies in law or in equity that Landlord may have against Tenant, Landlord shall be entitled to sue Tenant for all damages (as limited by Section 15.2 herein, and for the avoidance of doubt, excluding any damages related to (i) Rent that is not yet due and payable and (ii) Rent which, but for any termination of this Lease, would have become due during the remainder of the Term), costs, and expenses arising from Tenant's committing an Event of Default hereunder and to recover all such actual damages, costs, and expenses, including reasonable attorneys' fees at both trial and appellate levels; and

2) To restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default and to obtain a decree specifically compelling performance of any such term or provision of the Lease; and

3) To terminate any and all obligations that Landlord may have under this Lease, in which event Landlord shall be released and relieved from any and all liability under this Lease; and

4) To commence an action for eviction, promptly upon the failure to cure such Event of Default after the expiration of any cure period provided in Section 19.1 against Tenant (including any Leasehold Mortgagee and any Mezzanine Financing Source) from the Improvements and Demised Premises; and

5) Intentionally deleted.

6) Intentionally deleted.

C. In the event this Lease is terminated by Landlord pursuant to this Section, Tenant shall remain liable (as limited by Section 15.2 herein, and for the avoidance of doubt, excluding any damages related to (i) Rent that is not yet due and payable and (ii) Rent which, but for any termination of this Lease, would have become due during the remainder of the Term) for

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any and all Rent and damages which may be due or sustained prior to such termination and all reasonable costs, fees and expenses including, reasonable attorney's fees incurred by Landlord in pursuit of its remedies hereunder; and

D. Upon written demand, Tenant shall pay Landlord an amount equal to the Rent required by the foregoing paragraph, including applicable late fees, which shall be payable in one lump sum on written demand; and

E. Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain, in proceedings for the termination of the Lease, including by reason of bankruptcy or insolvency, an amount equal to the maximum allowed by any statute or rule of law; and

F. The above-described rights shall be reserved to Landlord regardless of the manner in which the Tenant, Leasehold Mortgagee, Mezzanine Financing Source, or any such successor, has acquired an interest in the leasehold estate.

G. If an Event of Default occurs, Tenant shall nevertheless be obligated to continue to pay all Rent and otherwise comply with all conditions and obligations under this Lease.

Section 19.3. Lender/Sublessee Right to Cure Tenant Default

A. For so long as a Leasehold Mortgage encumbers the Demised Premises, or, as applicable, a Mezzanine Financing Source holds an equity interest (directly or indirectly), or is secured by a pledge of ownership interests in Tenant, then notwithstanding the time allowed for Tenant to cure an Event of Default under Section 19.1 and Section 19.2, the Leasehold Mortgagee and, if applicable, the Mezzanine Financing Source, shall have the right, but not the obligation, for an additional period of thirty (30) days following expiration of Tenant's cure periods under Section 19.1 and Section 19.2, to cure any monetary or non-monetary Events of Default of Tenant, but if

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such non-monetary Event of Default cannot be cured within such 30-day period, then Leasehold Mortgagee and, if applicable, the Mezzanine Financing Source shall have up to ninety (90) days to cure, provided that it has commenced such cure within the initial thirty (30) day period and thereafter pursues such cure with reasonable diligence, subject to further extension of such cure periods as provided in clauses (B) and (C) below.

B. Notwithstanding any provisions of this Lease to the contrary, no Event of Default by Tenant will be deemed to exist as to a Leasehold Mortgagee (and Landlord shall not be permitted to terminate this Lease due to an Event of Default of Tenant) as long as such Leasehold Mortgagee, in good faith, either promptly (i) commences to cure such Event of Default and prosecute the same to completion in accordance with clause (a) above, or (ii) if the nature of any non-monetary Event of Default is such that possession of or title to the Demised Premises is reasonably necessary to cure the Event of Default, or the Event of Default is of the type that cannot be cured by Leasehold Mortgagee (e.g., Tenant bankruptcy or breach of covenants that are personal to Tenant), files a complaint for foreclosure and thereafter prosecutes the foreclosure action in good faith and with reasonable diligence, subject to any stays, moratoria, or injunctions applicable thereto, and as promptly as practicable after obtaining possession or title, as reasonably necessary, commences promptly to cure such Event of Default and prosecutes the same to completion in good faith and with reasonable diligence; provided, however, that during the period in which any foreclosure proceedings are pending, all of the other obligations of Tenant under this Lease, to the extent they are susceptible of being performed by Leasehold Mortgagee (e.g., the payment of Rent), are being duly performed.

C. Notwithstanding any provisions of this Lease to the contrary, no Event of Default by Tenant will be deemed to exist as to a secured Mezzanine Financing Source (and

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Landlord shall not be permitted to terminate this Lease due to an Event of Default of Tenant) as long as such Mezzanine Financing Source, in good faith, either (i) promptly commences to cure such Event of Default and prosecute the same to completion in accordance with clause (a) above, or (ii) if the nature of any non-monetary Event of Default is such that control and possession of or title to the ownership interests in Tenant is reasonably necessary to cure the Event of Default, or the Event of Default is of the type that cannot be cured by the Mezzanine Financing Source (e.g., Tenant bankruptcy or breach of covenants that are personal to Tenant), takes all reasonable steps necessary to foreclose the pledge of such ownership interests and prosecutes such action in good faith and with reasonable diligence, subject to any stays, moratoria, or injunctions applicable thereto, and as promptly as practicable after obtaining control and possession or title, as reasonably necessary, commences promptly to cure such Event of Default and prosecutes the same to completion in good faith and with reasonable diligence; provided, however, that during the period in which such action is being taken, all of the other obligations of Tenant under this Lease, to the extent they are susceptible of being performed by the Mezzanine Financing Source (e.g., the payment of Rent), are being duly performed.

D. Any penalties, interest, and late payment fees due to Landlord pursuant to this Lease as a result of any Event of Default by Tenant shall not commence to accrue and be due from any Mortgagee or Mezzanine Financing Source who has commenced and is proceeding to cure any such Events of Default until the expiration of the applicable cure, grace, or other periods provided to the Mortgagee or Mezzanine Financing Source to cure such Events of Default in this Article or elsewhere in this Lease.

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Section 19.4. **Surrender of Demised Premises**

Upon any expiration of the Term or termination of this Lease in accordance with the terms and conditions of this Lease, Tenant and all Sublessees shall quit and peacefully surrender the Demised Premises and Improvements thereon, to Landlord, free and clear of all encumbrances and encroachments (except those created by Landlord), except as provided under any non-disturbance agreement provided by Landlord to any Sublessee.

Upon any expiration of the Term or termination of this Lease, all rights and interest of Tenant in and to the Demised Premises and Improvements thereon shall cease and terminate, and the Landlord, in addition to any other rights and remedies it may have, shall retain all sums paid to Landlord by Tenant under the Lease.

Nothing herein shall be construed to relieve Tenant from any liability or damages arising from actions or omissions occurring, or agreements, covenants, and obligations required to be performed, prior to the date of such surrender of the Demised Premises.

Section 19.5. **Rights of Landlord After Termination**

Landlord shall in no way be responsible or liable for any failure to relet the Demised Premises or any part thereof, or for any failure to collect any rent due for any such reletting.

Section 19.6. **Events of Default of Landlord**

The provisions of Section 19.7 shall apply if any of the following “Events of Default of Landlord” shall happen: if default shall be made by Landlord in keeping, observing, or performing any of the duties imposed upon Landlord pursuant to the terms of this Lease and such default shall continue for a period of thirty (30) days after written notice thereof from Tenant to Landlord setting forth with reasonable specificity the nature of the alleged breach; or, in the case of any such default or contingency which cannot, with due diligence and in good faith, be cured within thirty (30)

Phase I of Palmetto Metrorail Station Lease

days, Landlord fails within said thirty (30) day period to proceed promptly after such notice and with due diligence and in good faith to cure said Event of Default.

Section 19.7. Failure to Cure Default by Landlord

If an Event of Default of Landlord shall occur, Tenant, at any time after the period set forth in Section 19.6, shall have the following rights and remedies which are cumulative:

A. In addition to any and all other remedies, in law or in equity, that Tenant may have against Landlord, Tenant shall be entitled to sue Landlord for all damages (as limited by Section 15.1 and Section 23.29), costs and expenses arising from Landlord's committing an Event of Default hereunder and to recover all such damages, costs and expenses, including reasonable attorneys' fees at both trial and appellate levels.

B. To restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default of Landlord and to obtain a decree specifically compelling performance of any such term or provision of the Lease.

C. To terminate any and all obligations that Tenant may have under this Lease, in which event Tenant shall be released and relieved from any and all liability under this Lease and shall surrender possession of the Demised Premises to Landlord.

Section 19.8. Holdover

If Tenant shall be in possession of the Demised Premises after expiration or early termination of the Lease, the Tenant under this Lease shall become a tenancy at sufferance, on a month-to-month basis, terminable by either Party upon notice thereof, receipt of which shall occur no later than thirty (30) days prior to termination, and shall be subject all terms and conditions contained in this Lease as though the Term has been extended from month to month ("Holdover Period"). Such holding over shall not be deemed to operate as a renewal or extension of this Lease

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and nothing herein shall be interpreted to permit Tenant to retain possession of the Demised Premises after the expiration or termination of this Lease. Moreover, such hold over shall not be deemed a waiver of any Landlord rights and remedies under this Lease, law or equity.

Section 19.9. Holdover Rent

Notwithstanding the provisions of Section 19.9 to the contrary, Tenant covenants to pay to Landlord, as Rent, two (2) times the monthly installment of the Annual Rent which was due to Landlord during the month immediately preceding the expiration or termination of the Lease for each month during the Holdover Period.

ARTICLE 20

Notices

Section 20.1. Addresses

All notices, demands or requests by Landlord to Tenant shall be deemed to have been properly served or given, if addressed to Tenant as follows:

Tenant: Palmetto Crossings, LLC
c/o Unicapital Asset Management Group
850 N.W. 42nd Avenue, Suite 310
Miami, FL 33126

With copy to: Stearns Weaver Miller
150 West Flagler Street
Suite 2200
Miami, Florida 33130
Attn: Barbara J. Ferrer, Esq.

and to such other address and to the attention of such other party as Tenant may, from time to time, designate by written notice to Landlord. If Tenant at any time during the Term hereof changes its office address as herein stated, Tenant will promptly give notice of same in writing to Landlord. The Leasehold Mortgagee or Mezzanine Financing Source shall be deemed to have been properly

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served or given notice if addressed to such party at the address furnished pursuant to the provisions of Sections 17.1 and 17.3 above.

All notices, demands or requests by Tenant or by a Leasehold Mortgagee or Mezzanine Financing Source to Landlord shall be deemed to have been properly served or given if addressed to Miami-Dade Department of Transportation and Public Works, Director, 701 N.W. 1st Court, 17th Floor, Miami, Florida, 33136, and to Miami-Dade Department of Transportation and Public Works, Chief of Right-of-Way, Utilities and Joint Development, 701 N.W. 1st Court, 15th Floor, Miami, Florida, 33136, and to such other addresses and to the attention of such other parties as Landlord may, from time to time, designate by written notice to Tenant. If Landlord at any time during the Term hereof changes its office address as herein stated, Landlord will promptly give notice of same in writing to Tenant and any then-existing Leasehold Mortgagee and Mezzanine Financing Source.

Section 20.2. Method of Transmitting Notice

All such notices, demands, or requests (a "Notice") shall be sent by: (a) United States registered or certified mail, return receipt requested, (b) hand delivery, (c) nationally recognized overnight courier, or (d) electronic transmission, provided the electronic transmission confirms receipt of the transmission and the original of the Notice is sent by one of the foregoing means of transmitting Notice within twenty-four (24) hours of the electronic transmission. All postage or other charges incurred for transmitting of Notices shall be paid by the Party sending same. Such Notices shall be deemed served or given on (a) the date received, (b) the date delivery of such Notice was refused or unclaimed, or (c) the date noted on the return receipt or delivery receipt as the date delivery thereof was determined impossible to accomplish because of an unnoticed change of address.

ARTICLE 21

Quiet Enjoyment

Tenant, upon paying all Rent, revenues, and other monies herein provided for and performing in accordance with the terms, agreements, and provisions of this Lease, shall peaceably and quietly have, hold, and enjoy the Demised Premises during the Term of this Lease without interruption, disturbance, hindrance, or molestation by Landlord or by anyone claiming by, through, or under Landlord.

ARTICLE 22

Certificates by Landlord and Tenant

Section 22.1. Tenant Certificates

Tenant agrees at any time and from time to time, upon not less than twenty (20) days' prior written notice by Landlord, to execute, acknowledge, and deliver to Landlord a statement in writing setting forth the rents, payments and other monies then payable under the Lease, if then known; certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modification), and the dates to which the rents, payments, and other monies have been paid, and stating (to the best of Tenant's knowledge) whether or not Landlord is in default in keeping, observing, or performing any of the terms of this Lease; and, if in default, specifying each such default (limited to those defaults of which Tenant has knowledge). It is intended that any such statement delivered pursuant to this Section 22.1 may be relied upon by Landlord or any prospective assignee, transferee, or purchaser of the fee, but reliance on such certificate shall not extend to any default of Landlord as to which Tenant has no actual knowledge.

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Section 22.2. **Landlord Certificates**

Landlord agrees at any time and from time to time, upon not less than twenty (20) days' prior written notice by Tenant or by a Leasehold Mortgagee or by a Mezzanine Financing Source, to furnish a written statement provided in a form that is reasonably acceptable to Landlord, setting forth the Rents, payments, and other monies then payable under the Lease, if then known; certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the Lease is in full force and effect as modified and stating the modifications) and the dates to which Rents, payments, and other monies have been paid; stating whether or not to the best of Landlord's knowledge, Tenant is in default in keeping, observing, and performing any of the terms of this Lease, and, if Tenant shall be in default, specifying each such default of which Landlord may have knowledge. It is intended that any such statement delivered pursuant to this Section 22.2 may be relied upon by any prospective assignee, transferee, or purchaser of Tenant's interest in this Lease, or any Leasehold Mortgagee or any assignee thereof, or any Mezzanine Financing Source or any assignee thereof, but reliance on such certificate may not extend to any default of Tenant as to which Landlord has no actual knowledge. Upon demand, Tenant shall pay any charges established by Landlord in accordance with Landlord's established, generally applicable fee schedule in effect at the time a Certificate is requested for Landlord's provision of the same; and if no such fee schedule has been established, Tenant shall reimburse Landlord for staff time and expenses actually incurred in accordance with the rate established by Landlord for similar services, or, if no such rate has been established, then the hourly rate calculated by dividing the annual salary of the Landlord's employee performing the service by 2,000.

ARTICLE 23

Construction of Terms and Miscellaneous

Section 23.1. Compliance with Implementing Order 4-133

Tenant shall be responsible for paying all fees contained in Miami-Dade County Implementing Order 4-133, or any applicable replacement fee schedule, as such fees become applicable.

Section 23.2. Severability

If any provisions of this Lease or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

Section 23.3. Captions

The Article headings and captions of this Lease and the Table of Contents preceding this Lease are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Lease nor in any way affect this Lease.

Section 23.4. Recording

A Memorandum of this Lease, or at Tenant's behest, a full copy hereof, shall be recorded among the Public Records of Miami-Dade County, Florida, at the sole cost of Tenant. Any recording in the public records or any other filing in connection with this Lease shall be at the sole cost of Tenant.

Section 23.5. Construction

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the party or parties may require. The

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Parties hereby acknowledge and agree that each was properly represented by counsel and this Lease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the drafters shall be inapplicable to this Lease which has been drafted by counsel for both Landlord and Tenant.

Section 23.6. Consents

Whenever in this Lease the consent or approval of Landlord or Tenant is required, such consent:

- A. Shall not be unreasonably or arbitrarily withheld, conditioned, or delayed unless specifically provided to the contrary, and shall not require a fee from the Party requesting same;
- B. Shall not be effective unless it is in writing; and
- C. Shall apply only to the specific act or transaction so approved or consented to and shall not relieve Tenant or Landlord, as applicable, of the obligation of obtaining the other's prior written consent or approval to any future similar act or transaction.

Section 23.7. No Waiver by Landlord

No failure by Landlord to insist upon the strict performance of any of the terms of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Landlord of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any of the terms of this Lease. None of the terms of this Lease to be kept, observed, or performed by Tenant, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each of the terms of this Lease shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof. No waiver of any default of Tenant

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hereunder shall be implied from any omission by Landlord to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. One or more waivers by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant, term, or conditions. No reference to any specific right or remedy shall preclude either Party from exercising any other right or remedy or from taking any action to which it may otherwise be entitled at law or in equity.

Section 23.8. No Waiver by Tenant

Failure by Tenant to insist upon the strict performance of any of the terms of this Lease or to exercise any right or remedy upon a breach thereof, shall not constitute a waiver of any such breach or of any of the terms of this Lease. None of the terms of this Lease to be kept, observed, or performed by Landlord, and no breach thereof, shall be waived, altered, or modified except by written instrument executed by Tenant. No waiver of any default of Landlord hereunder shall be implied from any omission by Tenant to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. One or more waivers by Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

Section 23.9. Entire Agreement

This Lease contains the entire agreement between the Parties hereto and shall not be modified or amended in any manner except by an instrument in writing executed by the Parties hereto.

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The provisions, definitions, terms, conditions, and/or exclusions contained in Subleases or any agreements between the Tenant and its Sublessees and/or any third party shall have no effect upon any of the provisions, terms, and/or conditions of this Lease.

Section 23.10. Successors and Assigns

The terms herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns (including Leasehold Mortgagees and Mezzanine Financing Sources as appropriate and applicable), except as may be otherwise provided herein.

Section 23.11. Holidays and Counting Days

It is hereby agreed and declared that whenever the day on which a payment due under the terms of this Lease, or the last day on which a response is due to a notice, or the last day of a cure period, falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, such due date or cure period expiration date shall be postponed to the next following business day. Any mention in this Lease to a period of days for performance shall mean calendar days.

Section 23.12. Schedules

Each Schedule referred to in this Lease has been initialed by the Parties and forms an essential part of this Lease. The Schedules, even if not physically attached, shall be treated as if they were part of the Lease.

Section 23.13. Brokers

Landlord and Tenant hereby represent and agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Lease.

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Section 23.14. Protest Payments

If at any time a dispute shall arise as to any amount or sum of money to be paid by Tenant to Landlord under the provisions of this Lease, in addition to the rights set forth in Article 19 herein, Tenant shall have the right to make payment “under protest” and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of Tenant to seek the recovery of such sum, and if it should be adjudged that there was no legal obligation on Tenant to pay such sum or any part thereof, Tenant shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease; and if at any time a dispute shall arise between the Parties hereto as to any work to be performed by either of them under the provisions of this Lease, the Party against whom the obligation to perform the work is asserted may perform such work and pay the cost thereof “under protest” and the performance of such work shall in no event be regarded as a voluntary performance and there shall survive the right upon the part of said Tenant and/or Landlord to seek the recovery of the cost of such work, and if it shall be adjudged that there was no legal obligation on the part of said Tenant and/or Landlord to perform the same or any part thereof, said Tenant and/or Landlord shall be entitled to recover the cost of such work or the cost of so much thereof as Tenant or Landlord was not legally required to perform under the provisions of this Lease.

Section 23.15. Radon

In accordance with Florida law, the following disclosure is hereby made:

RADON GAS: Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

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Section 23.16. Energy-Efficiency Rating Disclosure

In accordance with Florida law, the following disclosure is hereby made:

Tenant may have the property's energy efficiency rating determined. Tenant acknowledges that it has obtained a copy of The Florida Building Energy-Efficiency Rating System Brochure as provided by the State of Florida Department of Community Affairs.

Section 23.17. Governing Law

This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Any dispute arising under, in connection with or related to this Lease or related to any matter which is the subject of this Lease shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Miami-Dade County, Florida.

Section 23.18. Counterparts

This Lease may be executed in two (2) or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one (1) and the same agreement.

Section 23.19. Vendor Registration and Forms

The Tenant and, if applicable, all Sublessees, shall be a registered vendor with the County for the duration of the Lease. In becoming a Registered Vendor with Miami-Dade County, the Tenant confirms its knowledge of and commitment to comply with the following:

- A. Miami-Dade County Ownership Disclosure Affidavit (Section 2-8.1 of the County Code)
- B. Miami-Dade County Employment Disclosure Affidavit (Section 2.81(d)(2) of the County Code)
- C. Miami-Dade Employment Drug-free Workplace Certification (Section 2-8.1.2(b) of the County Code)

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D. Miami-Dade Disability and Nondiscrimination Affidavit (Section 28.1.5 of the County Code)

E. Miami-Dade County Debarment Disclosure Affidavit (Section 10.38 of the County Code)

F. Miami-Dade County Vendor Obligation to County Affidavit (Section 2-8.1 of the County Code)

G. Miami-Dade Code of Business Ethics Affidavit (Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

H. Miami-Dade County Family Leave Affidavit (Article V of Chapter 11 of the County Code)

I. Miami-Dade County Living Wage Affidavit (Section 2-8.9 of the County Code)

J. Miami-Dade County Domestic Leave and Reporting Affidavit (Article 8, Section 11A-60 11A-67 of the County Code)

K. Subcontracting Practices (Ordinance 97-35)

L. W-9 and 8109 Forms (as required by the Internal Revenue Service)

M. FEIN Number or Social Security Number

In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's

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Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- 1) Identification of individual account records
- 2) To make payments for goods and services provided to Miami-Dade County
- 3) Tax reporting purposes
- 4) To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

N. Antitrust Laws

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

Section 23.20. **Conflict of Interest**

Section 2-11.1(d) of Miami-Dade County Code, as amended, requires any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County that is competing or applying for any such agreement, must first request a conflict of interest opinion from the County's Ethics Commission prior to their immediate family member entering into any agreement or transacting any business through a firm, corporation, partnership, or business entity in which the employee or any member of the employees immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement, or business engagement entered in violation of this subsection, as amended, shall render this Lease voidable.

Phase I of Palmetto Metrorail Station Lease

Section 23.21. **Time is of the Essence**

Time shall be deemed of the essence on the part of the Parties in performing all of the terms and conditions of this Lease.

Section 23.22. **No Tax Abatement or Other Public Subsidies to Tenant**

This Lease shall not, in and of itself, entitle Tenant to any tax abatement, tax rebate, or public funding, nor shall this Lease prohibit Tenant from seeking or receiving any tax abatement, tax rebate, public funding, or public financing from any government entity.

Section 23.23. **No Partnership or Joint Venture**

It is mutually understood and agreed that nothing contained in this Lease is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners, or creating or establishing the relationship of a joint venture between the Landlord and Tenant, or as constituting Tenant as the agent or representative of the Landlord for any purpose or in any manner whatsoever.

Section 23.24. **Autonomy and Third-Party Beneficiaries**

The Parties agree that this Lease recognizes the autonomy of the Parties and stipulates and implies no affiliation between the Parties. It is expressly understood and intended that the Tenant is not an agent, employee, servant, or instrumentality of the County.

All persons engaged in any of the work, services, duties, and obligations performed pursuant to this Lease shall at all times, and in all places, be subject to the Tenant's sole direction, supervision, and control. The Tenant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Tenant's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees, servants, or agents of the County.

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The Tenant does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Lease.

Nothing in this Lease shall be construed for the benefit, intended or otherwise, of any third party.

Nothing in this Lease shall be construed as creating any right of a third party to enforce any provision of this Lease.

Section 23.25. Amendments

No amendments to this Lease shall be binding on either Party unless in writing and signed by both Parties and approved by the Miami-Dade County Board of Commissioners. Notwithstanding the foregoing, the following amendments to the Lease are not material amendments, and may be negotiated and agreed by the Parties in writing without further approval of the Board of Miami-Dade County Commissioners:

1) Amendments that conform the Lease to the Master Plan and Phase Plan, as such may be amended pursuant to the terms of the Lease, including, but not limited to, the incorporation of an agreed legal description for each Phase or Subphase and the incorporation of easement agreements, operating agreements, and interfacing agreements required for development of the applicable Phase or Subphase;

2) Amendments that incorporate reasonable and customary market lender protections (including, without limitation, provisions required by the U.S. Department of Housing and Urban Development (“HUD”) to the extent HUD financing is utilized, including the HUD Lease Addendum substantially in the form attached as Schedule 23.25(2) (the “HUD Lease Addendum”)), based on the type of development and financing required for the Lease Phase or any Subphase, and the County’s reasonable and customary requirements for and limitations upon such protections; and

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3) Amendments that correct scrivener's errors, resolve internal inconsistencies, or otherwise manifest the intent of the Parties as of the Effective Date of this Lease.

Any such non-material amendment must be approved in writing by the County. Notwithstanding the foregoing, any amendment to this Lease that, in the aggregate, has a material or adverse effect on the quality or scale of the project to be developed or on the total financial consideration to be paid to the County (except for as expressly permitted by this Lease) shall be deemed a material amendment.

Section 23.26. No Liability for Approvals or Inspections

Except as may be otherwise expressly provided herein, no approval to be made by Landlord in its capacity as Landlord under this Lease or by Miami-Dade County in its governmental capacity, shall render Miami-Dade County liable for its failure to discover any defects or nonconformance with any law or government regulation.

Section 23.27. Standard of Conduct

The implied covenant of good faith and fair dealings under Florida law is expressly adopted.

Section 23.28. No Option

The submission of this Lease for examination does not constitute a reservation or option for the Demised Premises, and this Lease shall become effective only upon execution and delivery thereof by the Parties.

Section 23.29. No Waiver of Sovereign Immunity

No provision of this Lease, or of any other agreement related to this Lease or the Demised Premises and Improvements thereon, whether read separately or in conjunction with any other

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provision, shall be intended, deemed, interpreted, or construed to waive the sovereign immunity of the County, as such immunity is guaranteed by the Eleventh Amendment to the Constitution of the United States and as may be limited by Section 768.28 of the Florida Statutes.

Section 23.30. Landlord Representatives Not Individually Liable

No member, official, elected representative, or employee of the Landlord shall be personally liable to Tenant or any successor in interest in the event of any default or breach of Landlord.

ARTICLE 24

Representations and Warranties

Section 24.1. Landlord's Representations and Warranties

Landlord hereby represents and warrants to Tenant that:

A. It has full power and authority to enter into this Lease and perform in accordance with its terms and provisions and that the parties signing this Lease on behalf of Landlord have the authority to bind Landlord and to enter into this transaction and Landlord has taken all requisite action and steps to legally authorize it to execute, deliver, and perform pursuant to this Lease;

B. Landlord will deliver possession of the Demised Premises to Tenant free and clear of any and all tenancies and occupancies of every nature whatsoever, whether by Miami-Dade County or otherwise, and also free and clear of any violations by Miami-Dade County of Laws and Ordinances, except as may be agreed by Tenant in writing, and subject only to the rights reserved herein to Landlord; and

C. Throughout the Term of this Lease, Landlord will endeavor to continue service to and from the Station on a daily basis. The Parties acknowledge that service disruptions occasionally occur, and such disruptions shall not be considered termination of service under this

Phase I of Palmetto Metrorail Station Lease

Lease. If the Station is damaged or destroyed and as a result trains cannot stop there, the foregoing sentence shall not apply during the period of repair and rebuilding done in accordance with Section 16.2.

Tenant acknowledges that in accordance with Florida Statutes Section 125.411(3) (1990) Landlord does not warrant the title or represent any state of facts concerning the title to the Demised Premises, except as specifically stated in this Lease.

Section 24.2. Tenant's Representations and Warranties

Tenant hereby represents and warrants to Landlord that it has full power and authority to enter into this Lease and perform in accordance with its terms and provisions and that the parties signing this Lease on behalf of Tenant have the authority to bind Tenant and to enter into this transaction and Tenant has taken all requisite action and steps to legally authorize it to execute, deliver, and perform pursuant to this Lease.

ARTICLE 25

Federal and County Regulations

Tenant shall comply with all of the following statutes, rules, regulations, and orders to the extent that these are applicable to this Lease:

- A. Requirements found in 49 CFR Part 26.7 regarding nondiscrimination based on race, color, national origin, or sex;
- B. Requirements found in 49 CFR Parts 27.7, 27.9(b) and 37 regarding non-discrimination based on disability and complying with the Americans With Disabilities Act with regard to any improvements constructed;
- C. The Federal Transit Administration Master Agreement, Section 3, Subparagraphs (a)(1), (a)(2), and (b) thereof relating to conflicts of interests and debarment;

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D. Tenant agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training; and

E. By entering into this Lease, Tenant attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If Tenant is found by the responsible enforcement agency, the County, or a court of competent jurisdiction to be in violation of the Act or the Resolution, then the Tenant, in addition to complying with all other obligations and indemnification provisions of this Lease, shall cure such violation within thirty (30) days after written notice from Landlord, or, in the case of a violation which cannot, with due diligence and in good faith, be cured within thirty (30) days, shall cure such violation in the time period as may be set by the County in writing which time period shall not exceed a total of three hundred and sixty-five (365) days. If Tenant fails to cure by the expiration of such period, such failure shall be an Event of Default. This Lease shall terminate, subject to the rights of Leasehold Mortgagees and Mezzanine Financing Sources in Section 17.13 of this Lease, if the Tenant knowingly and intentionally submits a false affidavit pursuant to the Resolution as determined by a final non-appealable order of a court of competent jurisdiction.

[Signature blocks on following page]

Phase I of Palmetto Metrorail Station Lease

IN WITNESS WHEREOF, Landlord has caused this Lease to be executed in its name by the County Mayor; as authorized by the Board of County Commissioners, and Tenant has caused this Lease to be executed by its duly authorized representative all on the day and year first hereinabove written.

LANDLORD

MIAMI-DADE COUNTY,
a political subdivision of the State of Florida

ATTEST:
JUAN FERNANDEZ-BARQUIN, CLERK

**BY ITS BOARD
OF COUNTY COMMISSIONERS**

By: _____

By: _____

Approved as to form and legal sufficiency

Name: _____
Title: Assistant County Attorney

Phase I of Palmetto Metrorail Station Lease

Signed in the presence of:

TENANT

PALMETTO CROSSINGS, LLC, a Florida
limited liability company

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Address: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization this ____ day of _____, 2026, by _____, as
_____ of PALMETTO CROSSINGS, LLC, a Florida limited liability company, on behalf
of such limited liability company.

Personally Known _____ OR Produced Identification _____.

Type of Identification Produced:

Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

Schedule 1.1

Real Property Description

[see attached]

SKETCH AND LEGAL DESCRIPTION

A PORTION OF TRACT "A"
OF PALMETTO STATION (PB 167, PG 60) (MDCR)
BEING IN THE TOWN OF MEDLEY,
MIAMI-DADE COUNTY,
FLORIDA
(SHEET 1 OF 2)

SCHEDULE 1.1 REAL PROPERTY DESCRIPTION OF DEMISED PREMISES

LEGAL DESCRIPTION:

A PORTION OF TRACT "A" OF PALMETTO STATION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 167 PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT A; THENCE N 89°37'29" E ALONG THE SOUTH LINE OF SAID TRACT A FOR 606.03 FEET TO A POINT ON THE EAST LINE OF A FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2364 PAGE 280 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA AS SHOWN ON SAID PLAT OF PALMETTO STATION; THENCE N 01°47'22" W ALONG SAID EAST LINE OF SAID FLORIDA POWER & LIGHT EASEMENT FOR 503.43 FEET; THENCE N 89°38'04" E ALONG A LINE 26.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT "A" FOR 270.53 FEET THE POINT OF BEGINNING; THENCE CONTINUE N 89°38'04" E ALONG SAID LINE PARALLEL TO THE NORTH LINE OF SAID TRACT "A" FOR 328.31 FEET; THENCE S 00°22'00" E FOR 211.82 FEET; THENCE N 85°16'08" W FOR 16.43 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 200.00 FEET A CENTRAL ANGLE OF 06°30'01" FOR AN ARC DISTANCE OF 22.69 FEET TO A POINT OF TANGENCY; THENCE S 88°13'52" W FOR 214.78 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 26°11'03" FOR AN ARC DISTANCE OF 77.69 FEET; THENCE N 00°22'00" W FOR 234.17 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF TRACT "A" OF PALMETTO STATION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 167 PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

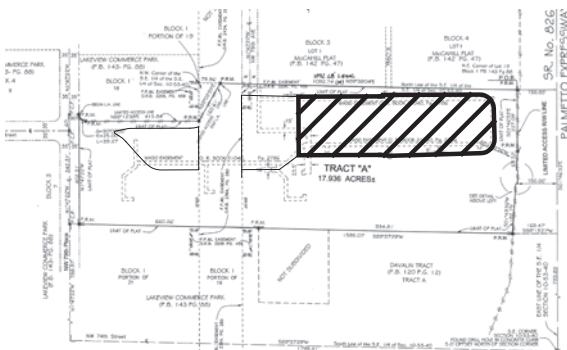
COMMENCE AT THE SW CORNER OF SAID TRACT A; THENCE N 89°37'29" E ALONG THE SOUTH LINE OF SAID TRACT A FOR 1192.39 FEET; THENCE N 00°22'00" W FOR 291.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°22'00" W FOR 216.83 FEET; THENCE N 89°38'04" E ALONG A LINE 21.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT "A" FOR 339.88 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 50.00 FEET A CENTRAL ANGLE OF 88°35'33" FOR AN ARC DISTANCE OF 77.31 FEET TO A POINT OF TANGENCY; THENCE S 01°46'33" E ALONG A LINE 20 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID TRACT "A" FOR 110.32 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00, FEET A CENTRAL ANGLE OF 90°00'19" FOR AN ARC DISTANCE OF 78.54 FEET TO A POINT OF TANGENCY; THENCE S 88°13'46" W FOR 316.24 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT CONCAVE TO THE NORTH, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 06°30'01" FOR AN ARC DISTANCE OF 22.69 FEET TO A POINT OF TANGENCY; THENCE N 85°16'08" W FOR 5.02 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN THE TOWN OF MEDLEY, MIAMI DADE COUNTY FLORIDA.

CONTAINING 152,878 SQUARE FEET OR 3.51 ACRES PLUS OR MINUS.

LOCATION SKETCH:

(NOT TO SCALE)



SURVEYOR'S NOTES:

1. THE LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED IN REGARDS TO MATTERS OF INTEREST BY OTHER PARTIES, SUCH AS EASEMENTS, RIGHTS OF WAYS, RESERVATIONS, ETC. ONLY PLATTED EASEMENTS ARE SHOWN.
2. THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED FOR AND CERTIFIED TO THE PARTY(IES) INDICATED HEREON AND IS NOT TRANSFERABLE OR ASSIGNABLE.
3. ADDITIONS OR DELETIONS TO THIS SKETCH AND LEGAL DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
4. BEARINGS WHEN SHOWN ARE TO AN ASSUMED MERIDIAN AND BASED ON PLAT, THE WEST LINE OF TRACT "A" BEARS N 01°47'22" W.

6. THIS IS NOT A BOUNDARY SURVEY.

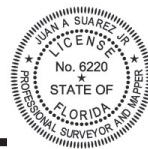
CERTIFIED TO:

MIAMI DADE COUNTY — DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
RES-DES PALMETTO, LLC
PALMETTO CROSSINGS, LLC
UNICIPAL PALMETTO TOC LLC
DESARROLLO PALMETTO INVESTMENTS, LLC
DESARROLLO FLORIDA LLC
GLC DEVELOPMENT VENTURES, LLC

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN AND WRITTEN UNDER MY DIRECTION.

AUTHENTIC COPIES OF THIS SKETCH
AND LEGAL DESCRIPTION SHALL BEAR
THE ORIGINAL SIGNATURE AND
RAISED SEAL OF THE ATTESTING
REGISTERED SURVEYOR AND MAPPER



Juan A. Suarez,
License No. L56220

Digitally signed by Juan A.
Suarez, License No. L56220
Date: 2026.05.04 16:34:54
-04'00'

JUAN A. SUAREZ
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LIC. # 6220

DATE OF PLAT OR MAP:
05/04/2026
JOB #: 260541682
FILE #: A-0181
PROJECT NAME:
PALMETTO STATION
CAD FILE(T): GAR PARCEL
LAYOUT: LEGAL
SHEET 1 OF 2 (NOT FULL OR
COMPLETE WITHOUT SHEET 2)


CERTIFICATE OF AUTHORIZATION # 18-7104
suarez surveying & mapping, Inc.
13350 SW 131th Street, Suite 110, Miami, Florida 33186
Tel: 305.596.1799
www.suarezsurveying.com

MDC245

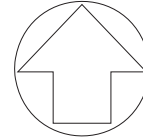
SKETCH AND LEGAL DESCRIPTION

A PORTION OF TRACT "A"
OF PALMETTO STATION (PB 167, PG 60) (MDCR)
BEING IN THE TOWN OF MEDLEY,
MIAMI-DADE COUNTY,
FLORIDA

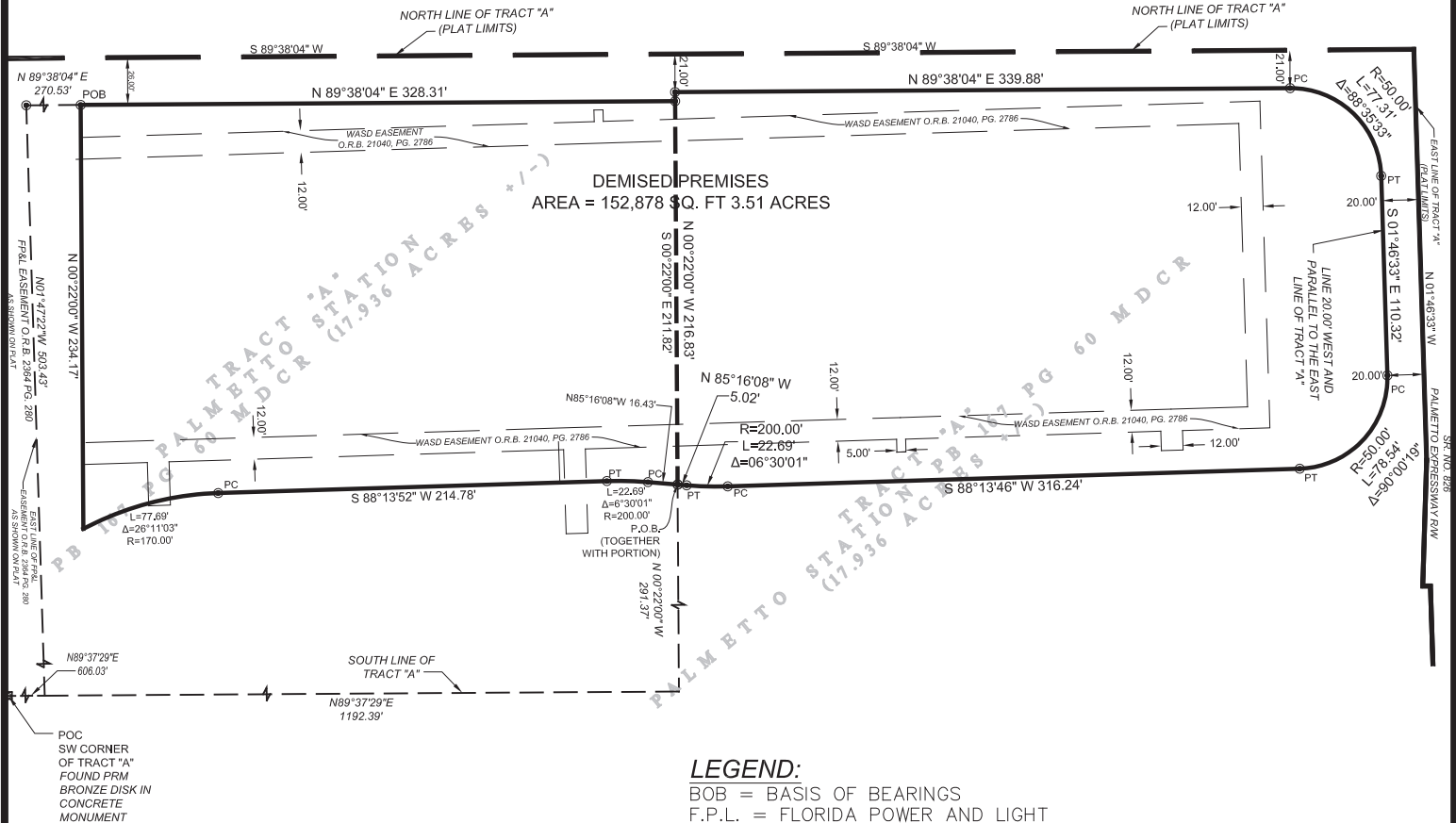
(SHEET 2 OF 2)

SCHEDULE 1.1 REAL PROPERTY DESCRIPTION OF DEMISED PREMISES

SKETCH OF DESCRIPTION



NORTH
SCALE: 1" = 100'



LEGEND:

BOB = BASIS OF BEARINGS
F.P.L. = FLORIDA POWER AND LIGHT
MDCR = MIAMI-DADE COUNTY RECORDS
P.B. = PLAT BOOK
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCE
PG. = PAGE
(P) = PLAT
R = RADIUS
R/W = RIGHT OF WAY
CL = CENTERLINE

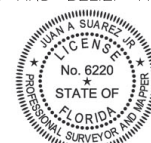
CERTIFIED TO:

MIAMI DADE COUNTY - DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
RES-DES PALMETTO, LLC
PALMETTO CROSSINGS, LLC
UNICAPITAL PALMETTO TOC LLC
DESARROLLO PALMETTO INVESTMENTS, LLC
DESARROLLO FLORIDA LLC
GLC DEVELOPMENT VENTURES, LLC

SURVEYOR'S CERTIFICATE:

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AUTHENTIC COPIES OF THIS SKETCH
AND LEGAL DESCRIPTION SHALL BEAR
THE ORIGINAL SIGNATURE AND
RAISED SEAL OF THE ATTESTING
REGISTERED SURVEYOR AND MAPPER



Juan A. Suarez,
License No.
LS6220

Digitally signed by Juan A.
Suarez, License No. LS6220
Date: 2026.05.04 16:34:12
-04'00'

JUAN A. SUAREZ
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LIC. # 6220

NOT A SURVEY

DATE OF PLAT OR MAP:
05/04/2026
JOB #: 260541682
FILE #: A-0181
PROJECT NAME:
PALMETTO STATION
CAD FILE(T): GAR PARCEL
LAYOUT: SKETCH
SHEET 2 OF 2 (NOT FULL OR
COMPLETE WITHOUT SHEET 1)


CERTIFICATE OF AUTHORIZATION # LB-704
suarez surveying & mapping, inc.
13350 SW 131th Street, Suite 110, Miami, Florida 33186
Tel: 305.596.1799
www.suarezsurveying.com

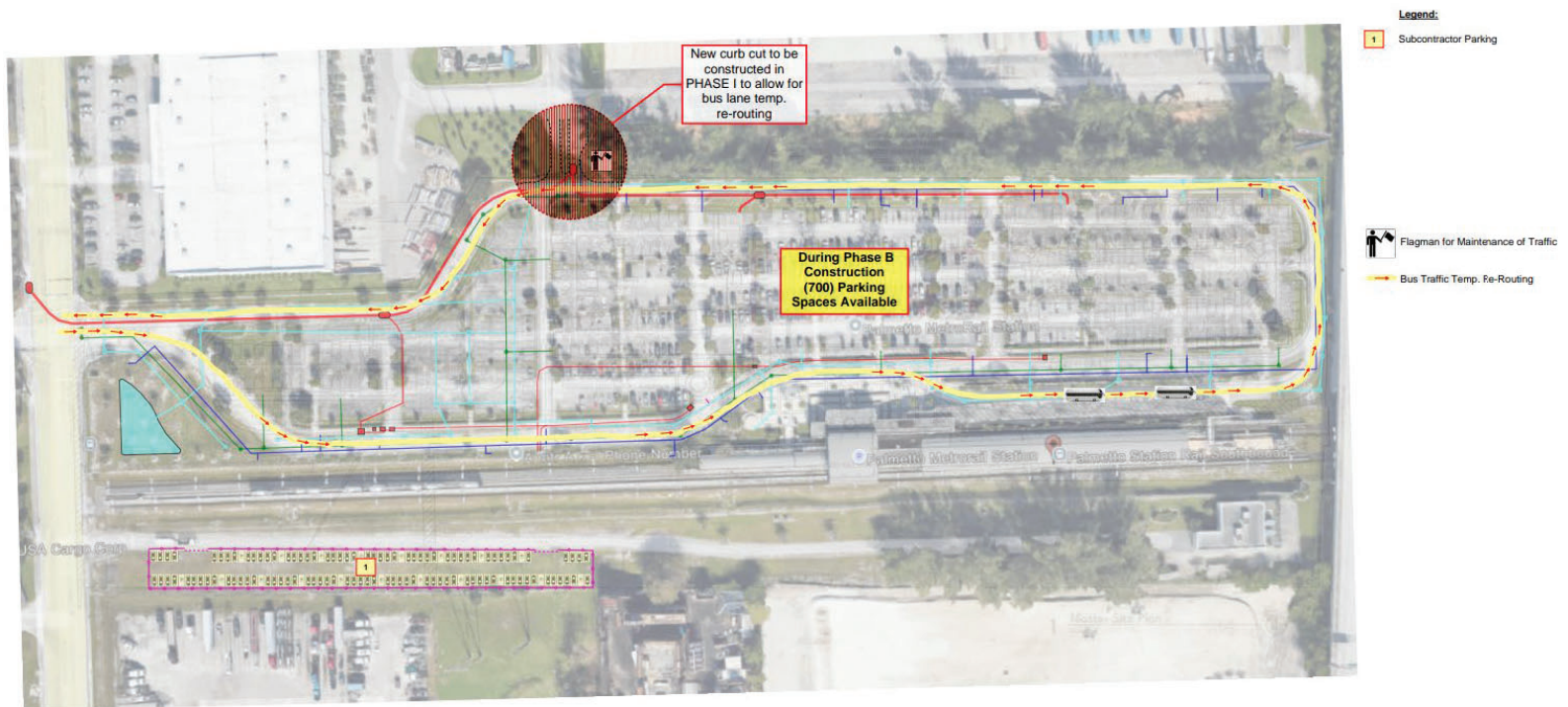
MDC246

Schedule 1.4.I

Temporary Parking Plan

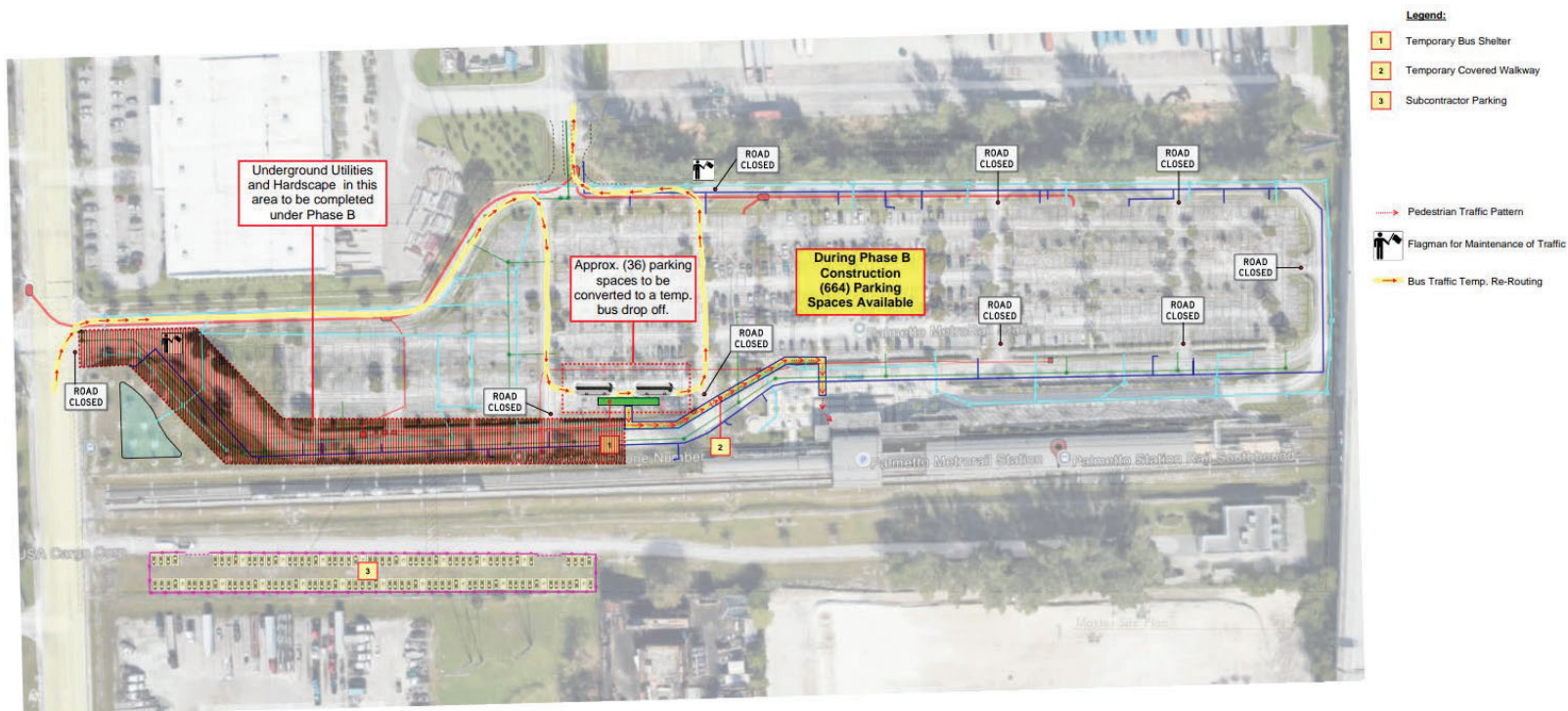
[see attached]

TEMPORARY PARKING PLAN
CONSTRUCTION PHASE A (ESTIMATED DURATION 60 DAYS)



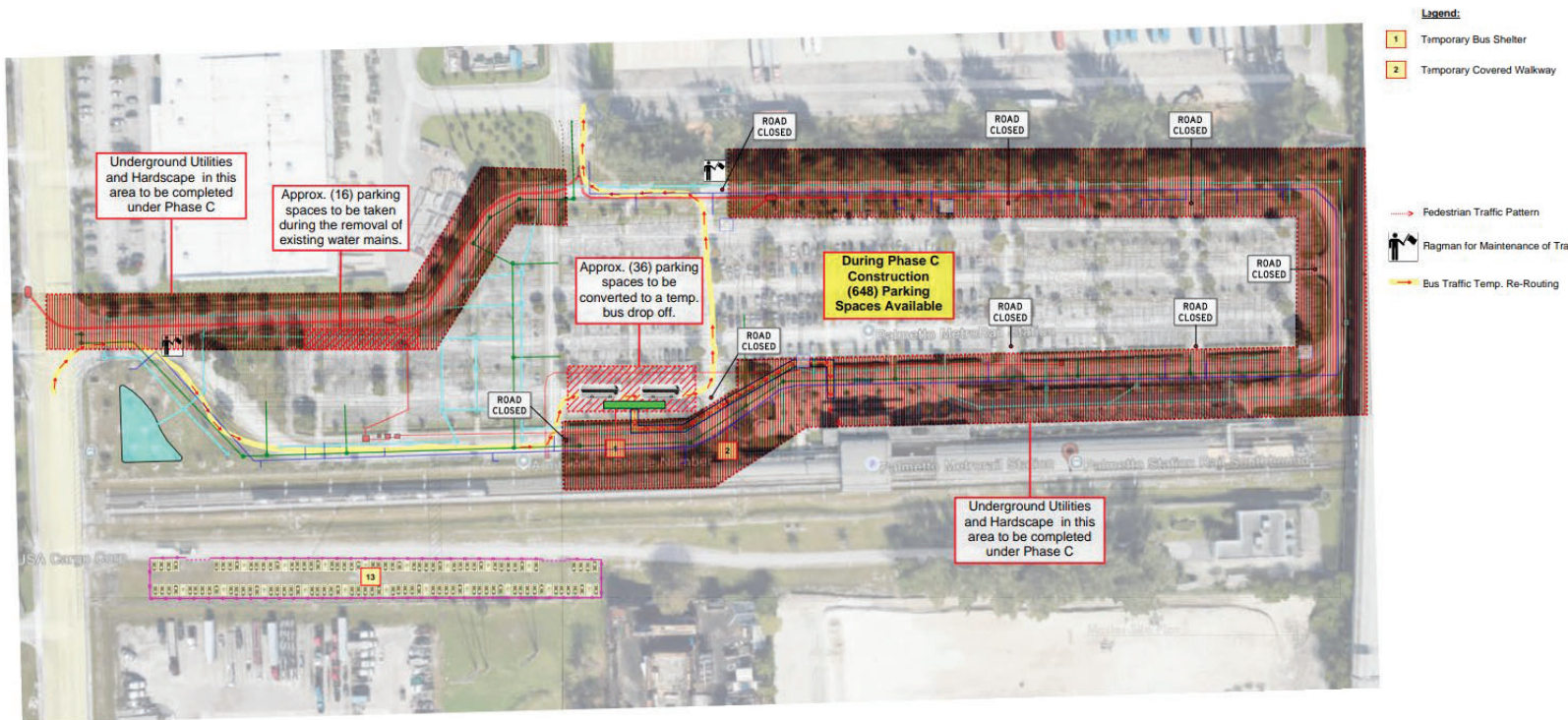
*The temporary parking plan set forth in this Schedule 1.4.I is subject to Landlord's review and approval in accordance with Section 1.4.E of the Lease and adjustment based on the anticipated impact on County Facilities and/or operations.

TEMPORARY PARKING PLAN
CONSTRUCTION PHASE B (ESTIMATED DURATION 60 DAYS)



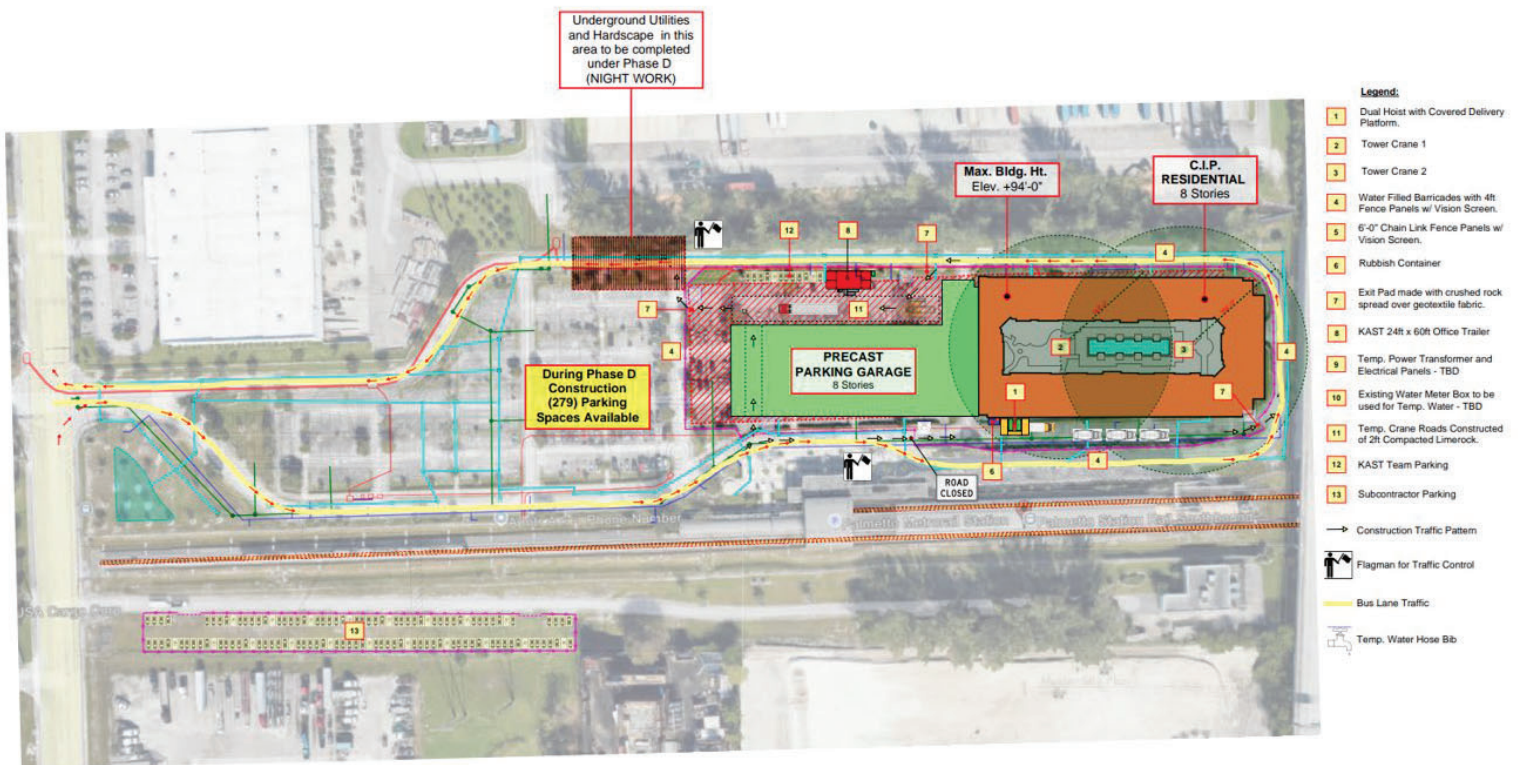
*The temporary parking plan set forth in this Schedule 1.4.I is subject to Landlord's review and approval in accordance with Section 1.4.E of the Lease and adjustment based on the anticipated impact on County Facilities and/or operations.

TEMPORARY PARKING PLAN
CONSTRUCTION PHASE C (ESTIMATED DURATION 120 DAYS)



*The temporary parking plan set forth in this Schedule 1.4.I is subject to Landlord's review and approval in accordance with Section 1.4.E of the Lease and adjustment based on the anticipated impact on County Facilities and/or operations.

TEMPORARY PARKING PLAN
CONSTRUCTION PHASE D (ESTIMATED DURATION 18 MONTHS)



*The temporary parking plan set forth in this Schedule 1.4.I is subject to Landlord's review and approval in accordance with Section 1.4.E of the Lease and adjustment based on the anticipated impact on County Facilities and/or operations.

Phase I of Palmetto Metrorail Station Lease

Schedule 2.FFF

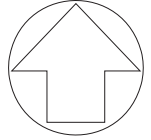
Palmetto Station Property

[see attached]

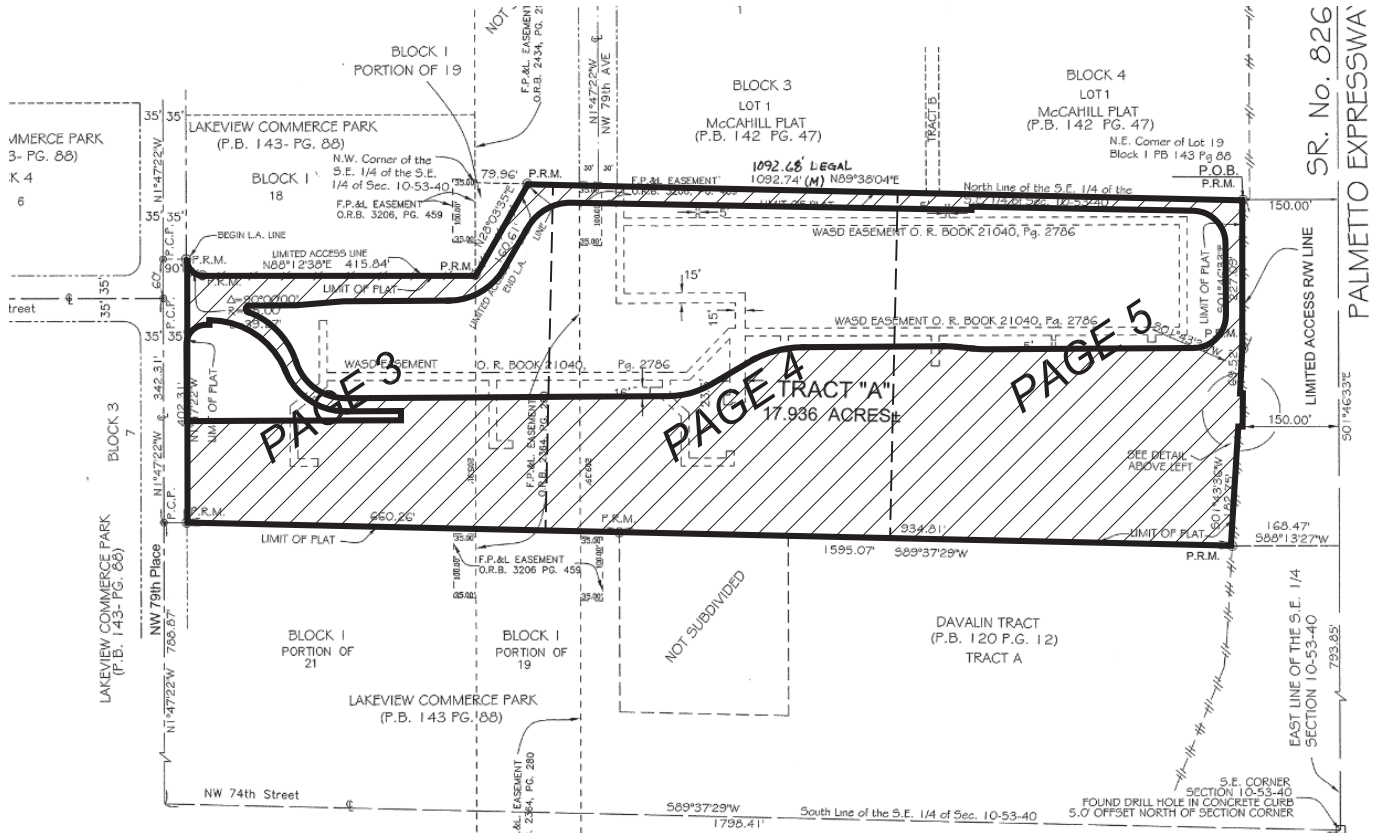
SKETCH AND LEGAL DESCRIPTION

TRACT "A" OF PALMETTO STATION (PB 167, PG 60) (MDCR)
BEING IN THE TOWN OF MEDLEY,
MIAMI-DADE COUNTY,
FLORIDA
(SHEET 1 OF 5)

SCHEDULE 2.FFF PALMETTO STATION PROPERTY



LOCATION SKETCH:
(NOT TO SCALE)



CERTIFIED TO:

MIAMI DADE COUNTY – DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
RES-DES PALMETTO, LLC, PALMETTO CROSSINGS, LLC, UNICAPITAL PALMETTO TOC LLC
DESARROLLO PALMETTO INVESTMENTS, LLC, DESARROLLO FLORIDA LLC
GLC DEVELOPMENT VENTURES, LLC

SURVEYOR'S NOTES:

1. THE LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED IN REGARDS TO MATTERS OF INTEREST BY OTHER PARTIES, SUCH AS EASEMENTS, RIGHTS OF WAYS, RESERVATIONS, ETC. ONLY PLATTED EASEMENTS ARE SHOWN.
2. THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED FOR AND CERTIFIED TO THE PARTY(IES) INDICATED HEREON AND IS NOT TRANSFERABLE OR ASSIGNABLE.
3. ADDITIONS OR DELETIONS TO THIS SKETCH AND LEGAL DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

6. THIS IS NOT A BOUNDARY SURVEY.

LEGEND:

F.P.L. = FLORIDA POWER AND LIGHT
MDCR = MIAMI-DADE COUNTY RECORDS
P.B. = PLAT BOOK
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
PRC = POINT OF REVERSE CURVATURE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCE
PG. = PAGE
(P) = PLAT
R = RADIUS
R/W = RIGHT OF WAY
SQ. FT. = SQUARE FEET

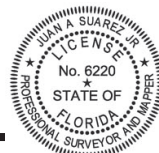
DATE OF PLAT OR MAP:
05/06/2026
JOB #: 260541702
PROJECT NAME:
PALMETTO STATION
CAD FILE(P): PARCELS
LAYOUT: SK TRACT A
SHEET 1 OF 5 (NOT FULL OR
COMPLETE WITHOUT FULL SET)


CERTIFICATE OF AUTHORIZATION # LB-7104
suarez surveying & mapping, Inc.
13350 SW 131th Street, Suite 110, Miami, Florida 33186
Tel: 305.596.1799
www.suarezsurveying.com

SURVEYOR'S CERTIFICATE:

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AUTHENTIC COPIES OF THIS SKETCH
AND LEGAL DESCRIPTION SHALL BEAR
THE ORIGINAL SIGNATURE AND
RAISED SEAL OF THE ATTESTING
REGISTERED SURVEYOR AND MAPPER



Juan A. Suarez,
License No.
LS6220
Digitally signed by Juan A. Suarez, License No. LS6220
Date: 2026.05.07 09:30:13 -0400

JUAN A. SUAREZ
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LIC. # 6220

MDC253

SKETCH AND LEGAL DESCRIPTION

TRACT "A" OF PALMETTO STATION (PB 167, PG 60) (MDCR)
BEING IN THE TOWN OF MEDLEY,
MIAMI-DADE COUNTY,
FLORIDA
(SHEET 2 OF 5)

SCHEDULE 2.FFF PALMETTO STATION PROPERTY LEGAL DESCRIPTION

TRACT "A" OF PALMETTO STATION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 167 PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS COVENANT PARCEL 1:

A PORTION OF TRACT "A" OF PALMETTO STATION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 167 PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT A; THENCE N 01°47'22" W ALONG THE WEST LINE OF SAID TRACT A FOR 158.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 01°47'22" W ALONG SAID WEST LINE OF TRACT A FOR 117.29 FEET TO A POINT OF CURVATURE; THENCE NORTH, NORTHEASTERLY, AND EASTERLY ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 30.00 FEET, AND A CENTRAL ANGLE OF 89°53'32" FOR AN ARC DISTANCE OF 47.07 FEET TO A POINT OF TANGENCY; THENCE N 88°06'16" E FOR 5.51 FEET; THENCE N 01°53'44" W FOR 6.75 FEET TO A POINT ON A CURVE, SAID CURVE BEING RADIAL TO THE LAST DESCRIBED LINE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 68°02'03" FOR AN ARC DISTANCE OF 148.43 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 100.00 FEET A CENTRAL ANGLE OF 68°01'54" FOR AN ARC DISTANCE OF 118.74 FEET TO A POINT OF TANGENCY; THENCE N 88°11'52" E FOR 83.90 FEET; THENCE S 01°47'17" E FOR 14.20 FEET; THENCE S 88°23'21" W FOR 176.58 FEET; THENCE S 88°20'42" W FOR 151.47 FEET TO THE POINT OF BEGINNING.

AND LESS COVENANT PARCEL 2:

A PORTION OF TRACT "A" OF PALMETTO STATION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 167 PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT A; THENCE N 01°47'22" W ALONG THE WEST LINE OF SAID TRACT A FOR 334.40 FEET; THENCE N 88°13'41" E FOR 96.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 88°13'41" E FOR 71.52 FEET; THENCE N 83°53'28" E FOR 73.47 FEET; THENCE N 88°14'50" E FOR 160.63 FEET TO A POINT OF CURVATURE; THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 59°38'36" FOR AN ARC DISTANCE OF 104.10 FEET TO A POINT OF TANGENCY; THENCE N 28°36'15" E FOR 72.54 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 61°01'45" FOR AN ARC DISTANCE OF 79.89 FEET TO A POINT OF TANGENCY; THENCE N 89°38'04" E ALONG A LINE 26.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT "A" FOR 613.42 FEET; THENCE N 00°22'05" W FOR 5.00 FEET; THENCE N 89°38'04" E ALONG A LINE 21.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT "A" FOR 339.88 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 50.00 FEET A CENTRAL ANGLE OF 88°35'33" FOR AN ARC DISTANCE OF 77.31 FEET TO A POINT OF TANGENCY; THENCE S 01°46'33" E ALONG A LINE 20 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID TRACT "A" FOR 110.31 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00, FEET A CENTRAL ANGLE OF 90°00'19" FOR AN ARC DISTANCE OF 78.54 FEET TO A POINT OF TANGENCY; THENCE S 88°13'46" W FOR 316.24 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT CONCAVE TO THE NORTH, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 06°30'01" FOR AN ARC DISTANCE OF 22.69 FEET TO A POINT OF TANGENCY; THENCE N 85°16'08" W FOR 21.45 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 200.00 FEET A CENTRAL ANGLE OF 06°30'01" FOR AN ARC DISTANCE OF 22.69 FEET TO A POINT OF TANGENCY; THENCE S 88°13'52" W FOR 214.78 FEET TO A POINT OF CURVATURE; THENCE WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT; CONCAVE TO THE SOUTH, HAVING A RADIUS OF 170.00, A CENTRAL ANGLE OF 26°23'24" FOR AN ARC DISTANCE OF 78.30 TO A POINT OF TANGENCY; THENCE S 58°10'24" W FOR 76.92 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 130.00 FEET A CENTRAL ANGLE OF 30°01'28" FOR AN ARC DISTANCE OF 68.12 TO A POINT OF TANGENCY; THENCE S 88°11'52" W FOR 132.46 FEET TO A POINT ON THE EAST LINE OF FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORD BOOK 2364, PAGE 280 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA AS SHOWN ON SAID PLAT OF PALMETTO STATION; THENCE S 88°12'47" W FOR 164.99 FEET TO A POINT ON THE WEST LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT; THENCE S 88°11'52" W FOR 196.70 FEET TO A POINT OF CURVATURE; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 72°46'49" FOR AN ARC DISTANCE OF 101.62 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 120.00 FEET A CENTRAL ANGLE OF 52°33'33" FOR AN ARC DISTANCE OF 110.08 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY, NORTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE EAST HAVING A RADIUS OF 5.00 FEET A CENTRAL ANGLE OF 159°48'32" FOR AN ARC DISTANCE OF 13.95 FEET TO A POINT OF TANGENCY BEING THE POINT OF BEGINNING.

LYING AND BEING IN THE TOWN OF MEDLEY, MIAMI DADE COUNTY FLORIDA.

CONTAINING 446,376 SQUARE FEET OR 10.25 ACRES PLUS OR MINUS.

THIS IS NOT A BOUNDARY SURVEY

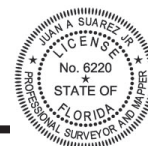
DATE OF PLAT OR MAP:
05/06/2026
JOB #: 260541702
PROJECT NAME:
PALMETTO STATION
CAD FILE(P): PARCELS
LAYOUT: SK TRACT A
SHEET 2 OF 5 (NOT FULL OR
COMPLETE WITHOUT FULL SET)


CERTIFICATE OF AUTHORIZATION # 18-7104
suarez surveying & mapping, inc.
13350 SW 131th Street, Suite 110, Miami, Florida 33186
Tel: 305.596.1799
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SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN AND WRITTEN UNDER MY DIRECTION.

AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION SHALL BEAR THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE ATTESTING REGISTERED SURVEYOR AND MAPPER



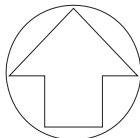
Juan A. Suarez,
License No. L56220
L56220
Digitally signed by Juan A. Suarez,
License No. L56220
Date: 2026.05.07 09:30:38 -0400
JUAN A. SUAREZ
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LIC. # 6220

MDC254

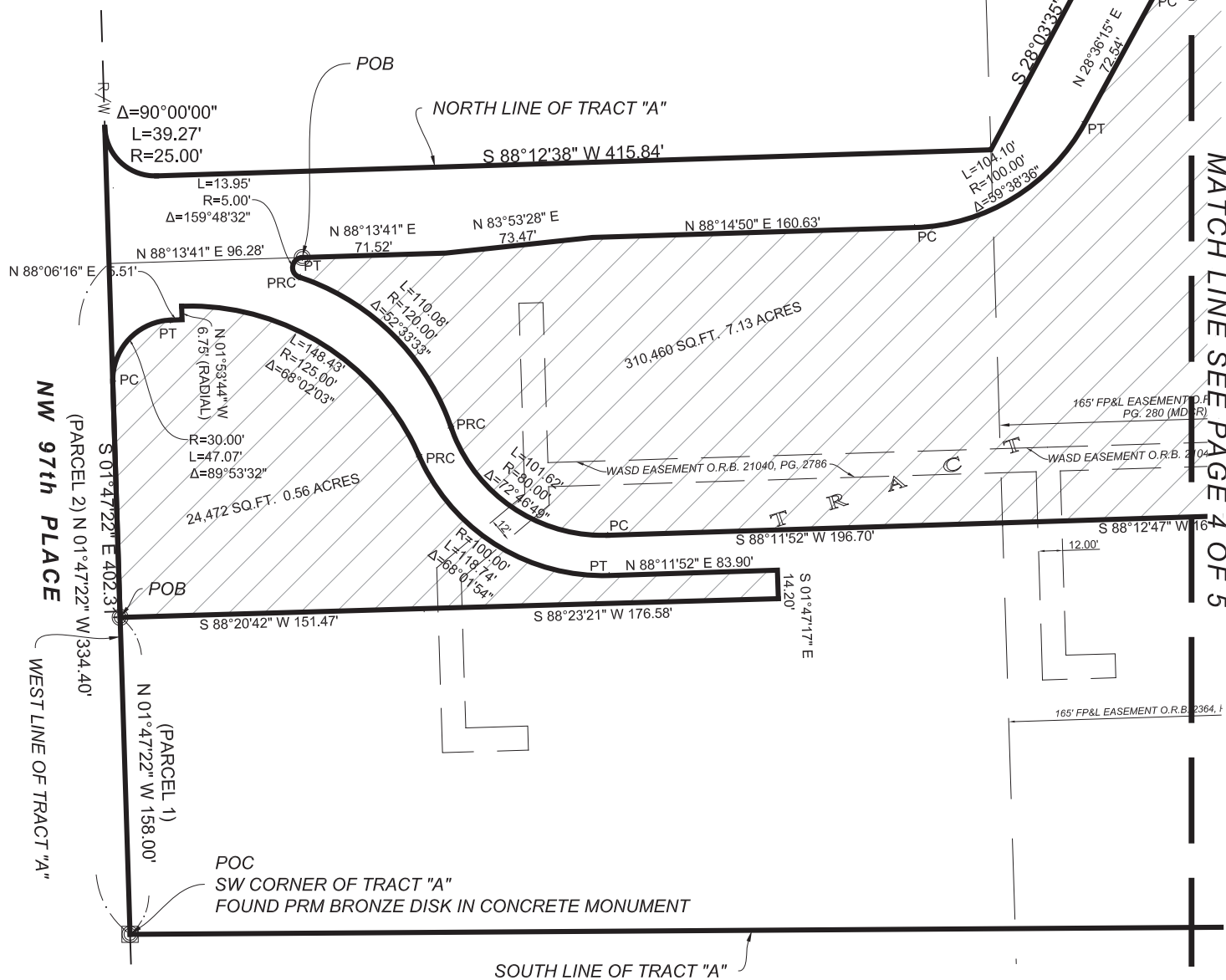
SKETCH AND LEGAL DESCRIPTION

TRACT "A" OF PALMETTO STATION (PB 167, PG 60) (MDCR)
BEING IN THE TOWN OF MEDLEY,
MIAMI-DADE COUNTY,
FLORIDA
(SHEET 3 OF 5)

SCHEDULE 2.FFF PALMETTO STATION PROPERTY SKETCH OF DESCRIPTION



NORTH
SCALE: 1" = 80'



MATCH LINE SEE PAGE 4 OF 5

THIS IS NOT A BOUNDARY SURVEY

DATE OF PLAT OR MAP:
05/06/2026
JOB #: 260541702
PROJECT NAME:
PALMETTO STATION
CAD FILE(P): PARCELS
LAYOUT: SK TRACT A
SHEET 3 OF 5 (NOT FULL OR
COMPLETE WITHOUT FULL SET)

suarez surveying & mapping, Inc.
13350 SW 131th Street, Suite 110, Miami, Florida 33186
Tel: 305.596.1799
www.suarezsurveying.com

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN AND WRITTEN UNDER MY DIRECTION.

AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION SHALL BEAR THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE ATTESTING REGISTERED SURVEYOR AND MAPPER



Juan A. Suarez, License No. LS6220
Digitally signed by Juan A. Suarez, License No. LS6220
Date: 2026.05.07 09:30:51 -04'00'

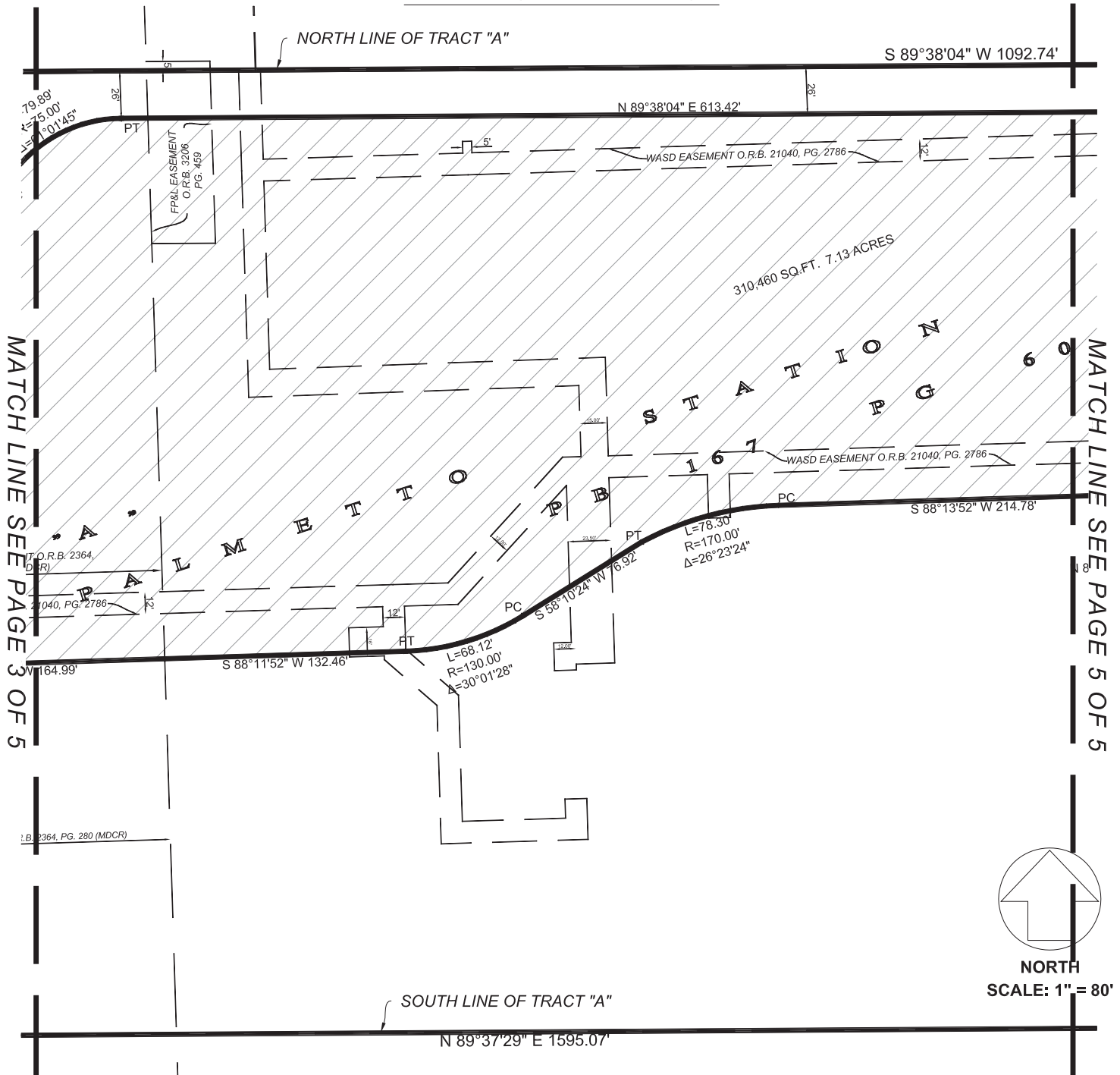
JUAN A. SUAREZ
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LIC. # 6220

MDC255

SKETCH AND LEGAL DESCRIPTION

TRACT "A" OF PALMETTO STATION (PB 167, PG 60) (MDCR)
BEING IN THE TOWN OF MEDLEY,
MIAMI-DADE COUNTY,
FLORIDA
(SHEET 4 OF 5)

SCHEDULE 2.FFF PALMETTO STATION PROPERTY SKETCH OF DESCRIPTION



THIS IS NOT A BOUNDARY SURVEY

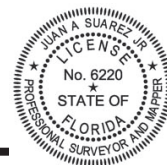
DATE OF PLAT OR MAP:
05/06/2026
JOB #: 260541702
PROJECT NAME:
PALMETTO STATION
CAD FILE(P): PARCELS
LAYOUT: SK TRACT A
SHEET 4 OF 5 (NOT FULL OR
COMPLETE WITHOUT FULL SET)


CERTIFICATE OF AUTHORIZATION # LB-7104
suarez surveying & mapping, inc.
13350 SW 131th Street, Suite 110, Miami, Florida 33186
Tel: 305.596.1799
www.suarezsurveying.com

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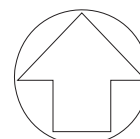
Juan A. Suarez,
License No.
LS6220

Digitally signed by Juan A.
Suarez, License No. LS6220
Date: 2026.05.07 09:31:04
-04'00'

JUAN A. SUAREZ
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LIC. # 6220

MDC256

TRACT "A" OF PALMETTO STATION (PB 167, PG 60) (MDCR)
BEING IN THE TOWN OF MEDLEY,
MIAMI-DADE COUNTY,
FLORIDA
(SHEET 5 OF 5)

[illegible]

NORTH
SCALE: 1" = 80'

DATE OF PLAT OR MAP:
05/06/2026
JOB #: 260541702
PROJECT NAME:
PALMETTO STATION
CAD FILE(P): PARCELS
LAYOUT: SK TRACT A
SHEET 5 OF 5 (NOT FULL OR
COMPLETE WITHOUT FULL SET)



 CERTIFICATE OF AUTHORIZATION # LB-7104
suarez surveying & mapping, Inc.
13350 SW 131th Street, Suite 110, Miami, Florida 33186
Tel: 305.596.1799
www.suarezsurveying.com

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License No.
LS6220

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Date: 2026.05.07 09:31:25
+04'00'

JUAN A. SUAREZ
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LIC. # 6220

MDC257

Phase I of Palmetto Metrorail Station Lease

Schedule 3

Rent Schedule

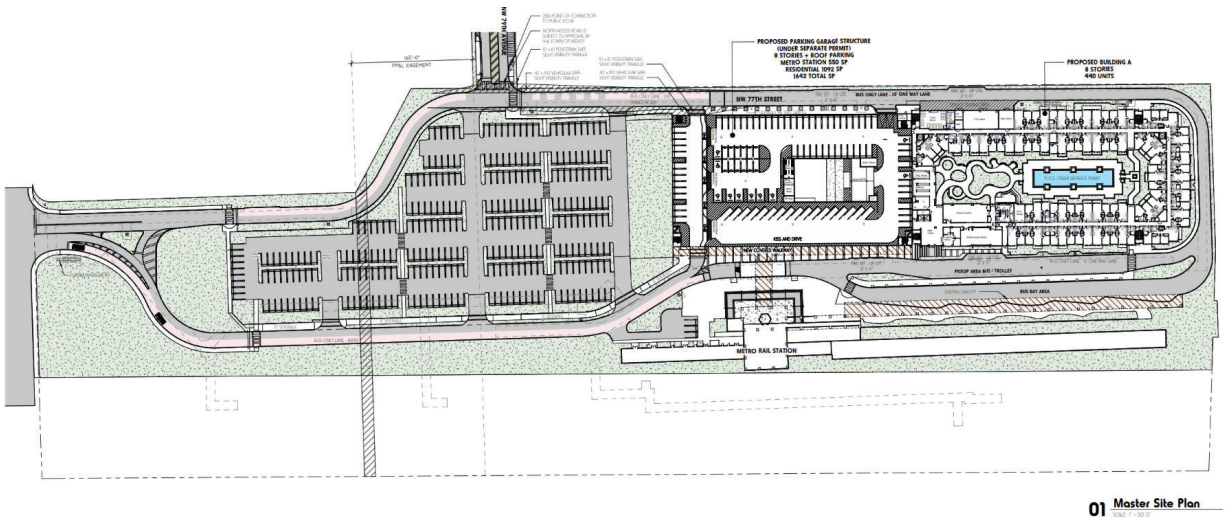
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PALMETTO STATION PROPOSAL (COMMUNITY BENEFITS PACKAGE)

	Phase 1		Parking	Garage/Station Improvements/OPEX Subsidy	Total	Combined Total (Rent + Improvements)
	Status	Phase 1				
Year 1	Developer Fee	50,000			\$0	50,000
Year 2	Initial Rent	60,000		County Parking Garage Spaces	\$11,550,000	11,610,000
Year 3	Initial Rent	60,000		Transit Station Improvements	\$1,000,000	1,060,000
Year 4	Annual Rent	350,000		Garage Operating/Maintenance Expense Subsidy	\$75,000	425,000
Year 5	Annual Rent	357,000		Garage Operating/Maintenance Expense Subsidy	\$76,500	433,500
Year 6	Annual Rent	364,140		Garage Operating/Maintenance Expense Subsidy	\$78,030	442,170
Year 7	Annual Rent	371,423		Garage Operating/Maintenance Expense Subsidy	\$79,591	451,013
Year 8	Annual Rent	378,851		Garage Operating/Maintenance Expense Subsidy	\$81,162	460,034
Year 9	Annual Rent	386,428		Garage Operating/Maintenance Expense Subsidy	\$82,806	469,234
Year 10	Annual Rent	394,157		Garage Operating/Maintenance Expense Subsidy	\$84,462	478,619
Year 11	Annual Rent	402,040		Garage Operating/Maintenance Expense Subsidy	\$86,151	488,191
Year 12	Annual Rent	410,081		Garage Operating/Maintenance Expense Subsidy	\$87,874	497,955
Year 13	Annual Rent	418,282		Garage Operating/Maintenance Expense Subsidy	\$89,632	507,914
Year 14	Annual Rent	426,648		Garage Operating/Maintenance Expense Subsidy	\$91,425	518,073
Year 15	Annual Rent	435,181		Garage Operating/Maintenance Expense Subsidy	\$93,253	528,434
Year 16	Annual Rent	443,885		Garage Operating/Maintenance Expense Subsidy	\$95,118	539,003
Year 17	Annual Rent	452,762		Garage Operating/Maintenance Expense Subsidy	\$97,020	549,783
Year 18	Annual Rent	461,818		Garage Operating/Maintenance Expense Subsidy	\$98,961	560,778
Year 19	Annual Rent	471,054		Garage Operating/Maintenance Expense Subsidy	\$100,940	571,994
Year 20	Annual Rent	480,475		Garage Operating/Maintenance Expense Subsidy	\$102,959	583,434
Year 21	Annual Rent	490,084		Garage Operating/Maintenance Expense Subsidy	\$105,018	595,103
Year 22	Annual Rent	499,886		Garage Operating/Maintenance Expense Subsidy	\$107,118	607,005
Year 23	Annual Rent	509,884		Garage Operating/Maintenance Expense Subsidy	\$109,261	619,145
Year 24	Annual Rent	520,082		Garage Operating/Maintenance Expense Subsidy	\$111,446	631,528
Year 25	Annual Rent	530,483		Garage Operating/Maintenance Expense Subsidy	\$113,675	644,158
Year 26	Annual Rent	541,093		Garage Operating/Maintenance Expense Subsidy	\$115,948	657,041
Year 27	Annual Rent	551,915		Garage Operating/Maintenance Expense Subsidy	\$118,267	670,182
Year 28	Annual Rent	562,953		Garage Operating/Maintenance Expense Subsidy	\$120,633	683,586
Year 29	Annual Rent	574,212		Garage Operating/Maintenance Expense Subsidy	\$123,045	697,258
Year 30	Annual Rent	585,696		Garage Operating/Maintenance Expense Subsidy	\$125,506	711,203
Year 31	Annual Rent	597,410		Garage Operating/Maintenance Expense Subsidy	\$128,016	725,427
Year 32	Annual Rent	609,358		Garage Operating/Maintenance Expense Subsidy	\$130,577	739,935
Year 33	Annual Rent	621,546		Garage Operating/Maintenance Expense Subsidy	\$133,188	754,734
Year 34	Annual Rent	633,977		Garage Operating/Maintenance Expense Subsidy	\$135,852	769,829
Year 35	Annual Rent	646,656		Garage Operating/Maintenance Expense Subsidy	\$138,569	785,225
Year 36	Annual Rent	659,589		Garage Operating/Maintenance Expense Subsidy	\$141,341	800,930
Year 37	Annual Rent	672,781		Garage Operating/Maintenance Expense Subsidy	\$144,167	816,948
Year 38	Annual Rent	686,237		Garage Operating/Maintenance Expense Subsidy	\$147,051	833,287
Year 39	Annual Rent	699,961		Garage Operating/Maintenance Expense Subsidy	\$149,992	849,953
Year 40	Annual Rent	713,961		Garage Operating/Maintenance Expense Subsidy	\$152,992	866,952
Year 41	Annual Rent	728,240		Garage Operating/Maintenance Expense Subsidy	\$156,051	884,291
Year 42	Annual Rent	742,805		Garage Operating/Maintenance Expense Subsidy	\$159,172	901,977
Year 43	Annual Rent	757,661		Garage Operating/Maintenance Expense Subsidy	\$162,356	920,017
Year 44	Annual Rent	772,814		Garage Operating/Maintenance Expense Subsidy	\$165,603	938,417
Year 45	Annual Rent	788,270		Garage Operating/Maintenance Expense Subsidy	\$168,915	957,185
Year 46	Annual Rent	804,036		Garage Operating/Maintenance Expense Subsidy	\$172,293	976,329
Year 47	Annual Rent	820,116		Garage Operating/Maintenance Expense Subsidy	\$175,739	995,855
Year 48	Annual Rent	836,519		Garage Operating/Maintenance Expense Subsidy	\$179,254	1,015,773
Year 49	Annual Rent	853,249		Garage Operating/Maintenance Expense Subsidy	\$182,839	1,036,088
Year 50	Annual Rent	870,314		Garage Operating/Maintenance Expense Subsidy	\$186,496	1,056,810
Year 51	Annual Rent	887,720		Garage Operating/Maintenance Expense Subsidy	\$190,226	1,077,946
Year 52	Annual Rent	905,475		Garage Operating/Maintenance Expense Subsidy	\$194,030	1,099,505
Year 53	Annual Rent	923,584		Garage Operating/Maintenance Expense Subsidy	\$197,911	1,121,495
Year 54	Annual Rent	942,056		Garage Operating/Maintenance Expense Subsidy	\$201,869	1,143,925
Year 55	Annual Rent	960,897		Garage Operating/Maintenance Expense Subsidy	\$205,906	1,166,803
Year 56	Annual Rent	980,115		Garage Operating/Maintenance Expense Subsidy	\$210,025	1,190,139
Year 57	Annual Rent	999,717		Garage Operating/Maintenance Expense Subsidy	\$214,225	1,213,942
Year 58	Annual Rent	1,019,712		Garage Operating/Maintenance Expense Subsidy	\$218,510	1,238,221
Year 59	Annual Rent	1,040,106		Garage Operating/Maintenance Expense Subsidy	\$222,880	1,262,986
Year 60	Annual Rent	1,060,908		Garage Operating/Maintenance Expense Subsidy	\$227,337	1,288,245
Year 61	Annual Rent	1,082,126		Garage Operating/Maintenance Expense Subsidy	\$231,884	1,314,010
Year 62	Annual Rent	1,103,769		Garage Operating/Maintenance Expense Subsidy	\$236,522	1,340,290
Year 63	Annual Rent	1,125,844		Garage Operating/Maintenance Expense Subsidy	\$241,252	1,367,096
Year 64	Annual Rent	1,148,361		Garage Operating/Maintenance Expense Subsidy	\$246,077	1,394,438
Year 65	Annual Rent	1,171,328		Garage Operating/Maintenance Expense Subsidy	\$250,999	1,422,327
Year 66	Annual Rent	1,194,755		Garage Operating/Maintenance Expense Subsidy	\$256,019	1,450,773
Year 67	Annual Rent	1,218,650		Garage Operating/Maintenance Expense Subsidy	\$261,139	1,479,789
Year 68	Annual Rent	1,243,023		Garage Operating/Maintenance Expense Subsidy	\$266,362	1,509,385
Year 69	Annual Rent	1,267,883		Garage Operating/Maintenance Expense Subsidy	\$271,689	1,539,572
Year 70	Annual Rent	1,293,241		Garage Operating/Maintenance Expense Subsidy	\$277,123	1,570,364
Year 71	Annual Rent	1,319,106		Garage Operating/Maintenance Expense Subsidy	\$282,665	1,601,771
Year 72	Annual Rent	1,345,488		Garage Operating/Maintenance Expense Subsidy	\$288,319	1,633,806
Year 73	Annual Rent	1,372,397		Garage Operating/Maintenance Expense Subsidy	\$294,085	1,666,483
Year 74	Annual Rent	1,399,845		Garage Operating/Maintenance Expense Subsidy	\$299,967	1,699,812
Year 75	Annual Rent	1,427,842		Garage Operating/Maintenance Expense Subsidy	\$305,966	1,733,808
Year 76	Annual Rent	1,456,399		Garage Operating/Maintenance Expense Subsidy	\$312,086	1,768,485
Year 77	Annual Rent	1,485,527		Garage Operating/Maintenance Expense Subsidy	\$318,327	1,803,854
Year 78	Annual Rent	1,515,238		Garage Operating/Maintenance Expense Subsidy	\$324,694	1,839,931
Year 79	Annual Rent	1,545,542		Garage Operating/Maintenance Expense Subsidy	\$331,188	1,876,730
Year 80	Annual Rent	1,576,453		Garage Operating/Maintenance Expense Subsidy	\$337,811	1,914,265
Year 81	Annual Rent	1,607,982		Garage Operating/Maintenance Expense Subsidy	\$344,568	1,952,550
Year 82	Annual Rent	1,640,142		Garage Operating/Maintenance Expense Subsidy	\$351,459	1,991,601
Year 83	Annual Rent	1,672,945		Garage Operating/Maintenance Expense Subsidy	\$358,488	2,031,433
Year 84	Annual Rent	1,706,404		Garage Operating/Maintenance Expense Subsidy	\$365,658	2,072,062
Year 85	Annual Rent	1,740,532		Garage Operating/Maintenance Expense Subsidy	\$372,971	2,113,503
Year 86	Annual Rent	1,775,342		Garage Operating/Maintenance Expense Subsidy	\$380,431	2,155,773
Year 87	Annual Rent	1,810,849		Garage Operating/Maintenance Expense Subsidy	\$388,039	2,198,888
Year 88	Annual Rent	1,847,066		Garage Operating/Maintenance Expense Subsidy	\$395,800	2,242,866
Year 89	Annual Rent	1,884,008		Garage Operating/Maintenance Expense Subsidy	\$403,716	2,287,723
Year 90	Annual Rent	1,921,688		Garage Operating/Maintenance Expense Subsidy	\$411,790	2,333,478
Year 91	Annual Rent	1,960,121		Garage Operating/Maintenance Expense Subsidy	\$420,026	2,380,148
Year 92	Annual Rent	1,999,324		Garage Operating/Maintenance Expense Subsidy	\$428,427	2,427,750
Year 93	Annual Rent	2,039,310		Garage Operating/Maintenance Expense Subsidy	\$436,995	2,476,305
Year 94	PH 1-Lease Ends	2,080,097		Garage Operating/Maintenance Expense Subsidy	\$445,735	2,525,832
Year 95						
Year 96						
Year 97						
		88,754,926			\$31,532,484	\$120,287,411

Schedule 4.1

Lease Phase Description

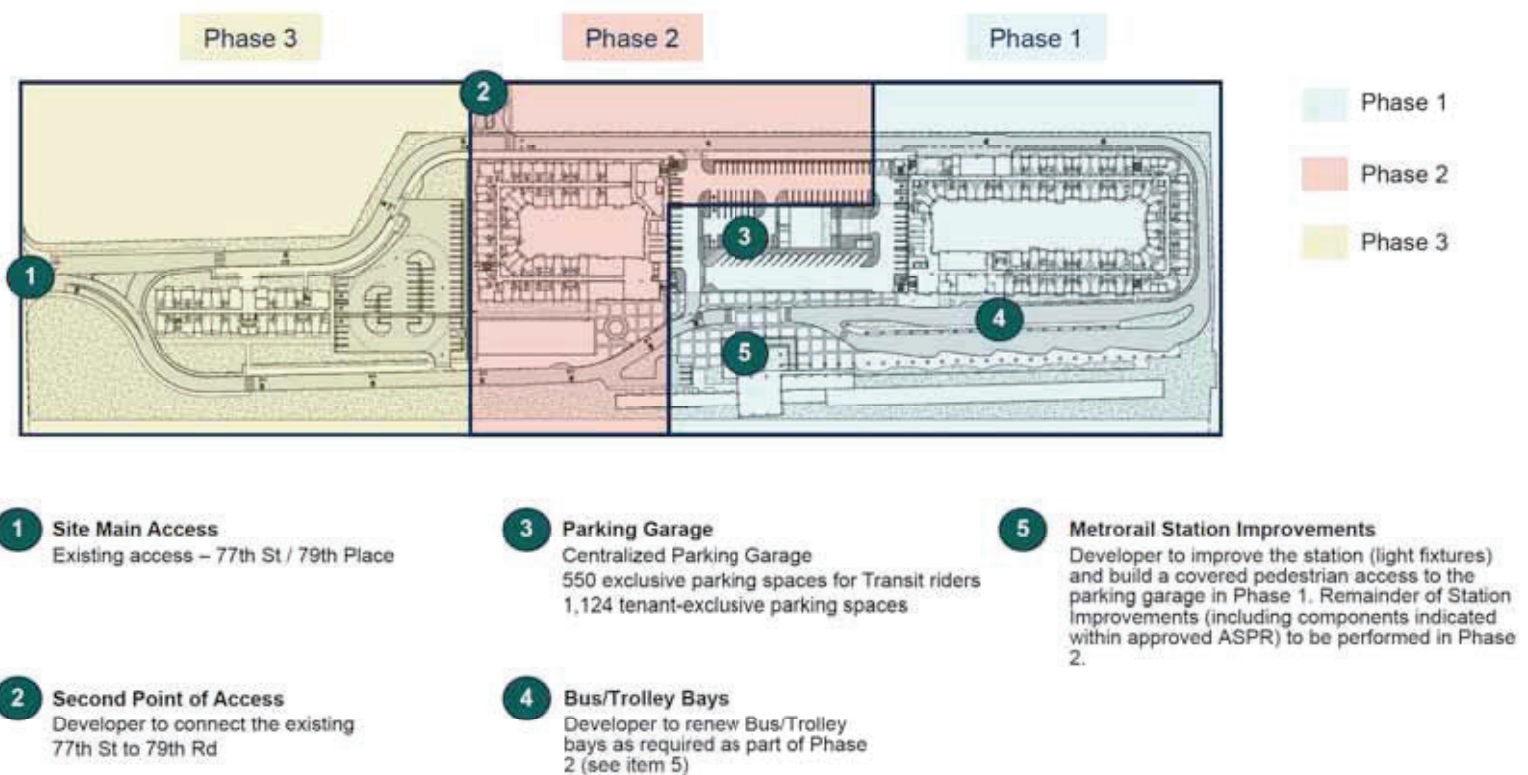


Schedule 4.1.A

Master Plan

[see attached]

Master Plan- Palmetto Station



Development Program - Palmetto Station

Component	Phase 1		Phase 2		Phase 3		Total	
	Units	SF	Units	SF	Units	SF	Units	SF
Residential	440	320,394 sf	489	346,220 sf	212	138,046 sf	1141	804,660 sf
Youth Housing Units	16 [1]		16 [2]				32	
Military (25%)	110		123				233	
Transit Operator (12%)	53		59				112	
Not restricted	261		291		212		764	
Retail	-	-	-	7,500 sf	-	-	-	7,500 sf
Total	440	320,394 sf	489	353,720 sf	212 [3]	138,046 sf	1,141	812,160 sf

AMI restrictions	Phase 1		Phase 2		Phase 3		Total	
	Units		Units		Units		Units	
60% (Transit)	10		12				22	
80% (Transit)	12		14				26	
100% (Transit)	31		33				64	
120% (Military)	110		123				233	
120% (not restricted)	261		291		212		764	
Youth Housing	16		16				32	
Total	440		489		212		1141	

[1] 12-1 bedrooms and 4 2-bedroom shared units for a total of 20 micro-units/bedrooms

[2] 12-1 bedrooms and 4 2-bedroom shared units for a total of 20 micro-units/bedrooms

[3] Phase 3 is an optional phase consisting of 212 Units. Should Phase 3 be implemented, total unit count for Development Program is 1,141 Units, otherwise 929 Units (Phase 1 and 2)

CONSTRUCTION & PARKING CONCEPT PHASING PLAN OVERVIEW

The primary objective of this Conceptual Construction Phasing Plan is to ensure the continued safe and efficient operation of the Miami-Dade Department of Transportation and Public Works ("DTPW") and the Palmetto Metrorail Station throughout the construction of the Project. The sequencing strategy has been developed to minimize disruption to transit operations, maintain access for transit patrons, preserve parking availability to the greatest extent practicable, and ensure continuity of service during all phases of construction. This Conceptual Construction Phasing Plan has been reviewed and conceptually approved by DTPW for planning purposes. Notwithstanding such conceptual approval, the phasing plan remains subject to further review, modification, refinement, enhancement, and adjustment by DTPW prior to the commencement of construction to address operational considerations and safety requirements by DTPW.

Phase A – NW 79th Avenue Access Improvements

Construction of the new NW 79th Avenue entrance and associated access improvements serving the Palmetto Metrorail Station site. During this phase, existing station operations, circulation patterns, bus operations, and parking facilities generally remain in their current condition. Approximately seven hundred (700) parking spaces are anticipated to remain available for transit patrons.

Estimated Duration: Sixty (60) days.

Phase B – Southwest Perimeter Roadway Improvements

The southwest section of the station perimeter roadway is temporarily closed to facilitate installation of underground utilities, roadway improvements, hardscape, and related infrastructure. During this phase, DTPW buses and transit patrons are routed through the northern access roadway utilizing a loop circulation pattern to facilitate passenger drop-off and parking access. A temporary bus drop-off location, together with corresponding pedestrian connectivity and wayfinding measures, is established to maintain safe access to and from the station. Approximately six hundred sixty-four (664) parking spaces are anticipated to remain available for transit patrons.

Estimated Duration: Sixty (60) days.

Phase C – North and East Perimeter Roadway Improvements

The southwest section of the station perimeter roadway is reopened, while portions of the northern, eastern, and southeastern perimeter roadway are temporarily closed to facilitate continued installation of underground utilities, roadway improvements, hardscape, and related infrastructure. During this phase, DTPW buses and transit patrons are routed through the southern access roadway for parking access and passenger drop-off activities, with vehicular egress provided through the NW 79th Avenue connection. A temporary bus drop-off location and associated pedestrian access improvements remain in operation. Approximately six hundred forty-eight (648) parking spaces are anticipated to remain available for transit patrons.

Estimated Duration: One hundred twenty (120) days.

Phase D – Vertical Construction Phase

Upon completion of the roadway, utility, and circulation improvements contemplated by the preceding phases, the station perimeter roadway system is reopened for normal ingress and egress operations. Construction activities are then concentrated within the designated Phase I development area, including construction of the structured parking garage, residential tower, and associated vertical improvements. Throughout this phase, station operations, circulation, and access are maintained in accordance with plans approved by DTPW. Approximately two hundred seventy-nine (279) parking spaces are anticipated to remain available for transit patrons until completion of the replacement parking facilities.

Estimated Duration: Eighteen (18) months.

The foregoing phasing descriptions are conceptual in nature and are intended solely to illustrate the anticipated sequencing of construction activities. Final phasing, durations, routing configurations, parking allocations, traffic control measures, temporary facilities, and operational accommodations shall be subject to DTPW review and approval and may be modified from time to time as necessary to ensure the continued safe, efficient, and reliable operation of the Palmetto Metrorail Station and the broader transit system.

Transit Phased Parking Plan - Palmetto Station Phase 1

A Phase 1.A - Logistics Plan 700 Parking Spaces

-  During Phase 1.A Construction Bus Traffic Temp. Re-Routing
-  New curb cut to be constructed in Phase 1.A to allow for bus lane temp. re-routing



B Phase 1.B - Logistics Plan 664 Parking Spaces

-  During Phase 1.B Construction Bus Traffic Temp. Re-Routing
-  Approx. (36) parking spaces to be converted to a temp. bus drop off.
-  Underground Utilities and Hardscape in this area to be completed under Phase 1.B
-  Temporary Bus Shelter with Temporary covered walkway



Transit Phased Parking Plan - Palmetto Station Phase 1

C

Phase 1.C - Logistics Plan 648 Parking Spaces

-  During Phase 1.C Construction
Bus Traffic Temp. Re-Routing
-  Approx. (16) parking spaces to be
taken during the removal of existing
water mains.
-  Underground Utilities and
Hardscape in this area to be
completed under Phase 1.C
-  Temporary Bus Shelter with
Temporary covered walkway

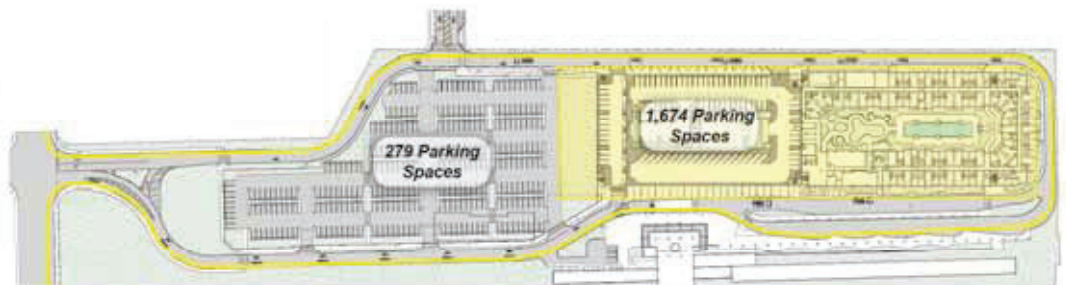


D

Phase 1.D - Logistics Plan

During Phase 1.D Construction
(279) Surface Parking Spaces Available

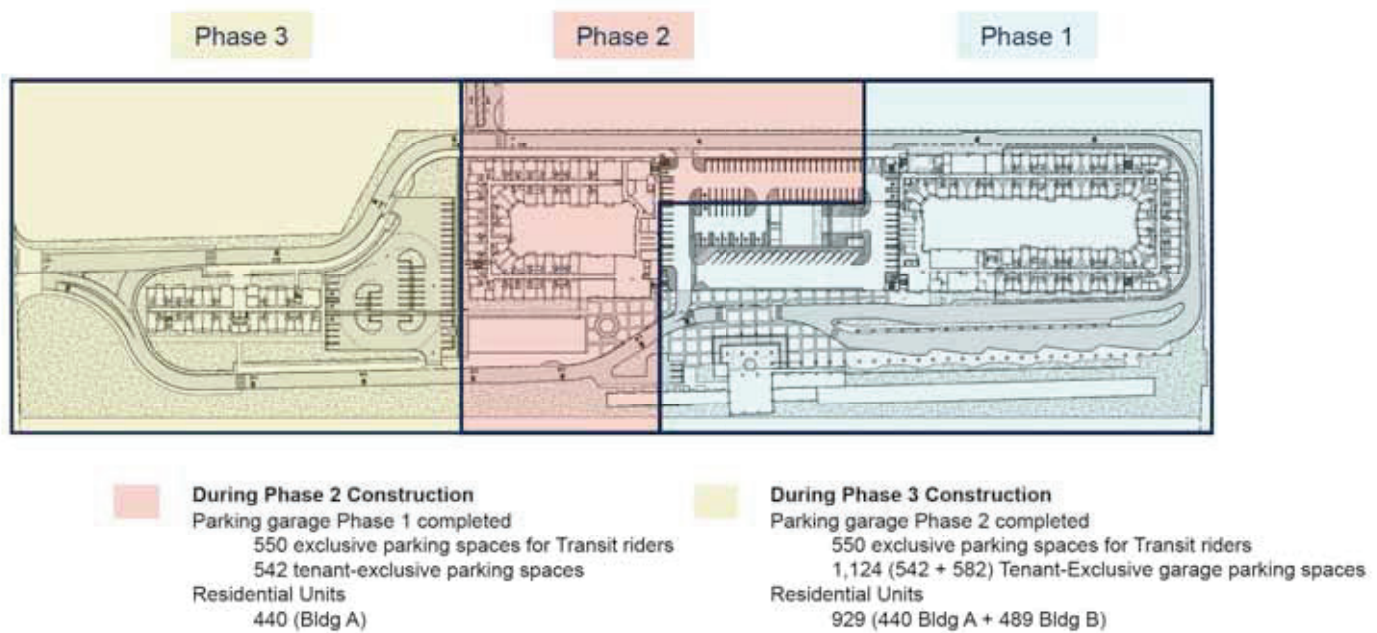
-  Bus Traffic Temp. Re-Routing
-  Building A and Parking Garage
under construction



Phase 1 Final Parking Count: 1,953

- (279) Surface Parking spaces
- (550) Exclusive Parking Garage spaces for Transit Riders
- (1,124) Tenant-exclusive Parking Garage spaces

Transit Phased Parking Plan - Palmetto Station



Easement Diagram - Palmetto Station

Lot Coverage Diagram

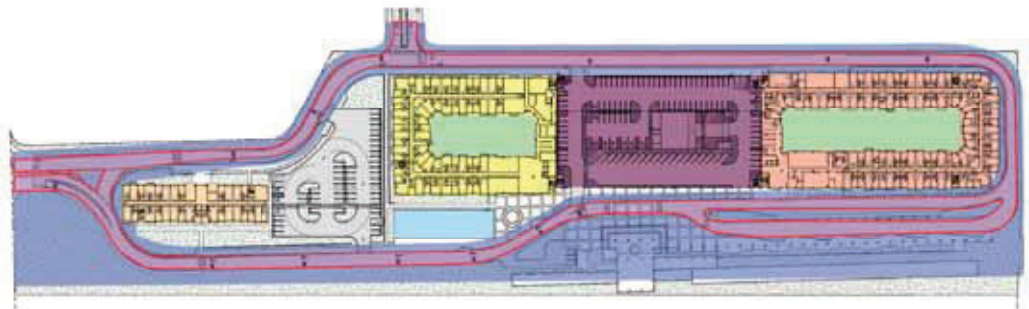
- Building A
- Building B
- Building C
- Retail / Office
- Parking Garage
- Amenities / Pool Zone
- Road / Asphalt

Temporary Construction Easement

Easement granted for the following purposes:
 (a) Staging
 (b) Utility Removal/Remodeling
 (c) Construction Access Road Easement

Access Road Easement

Easement granted for the following purposes:
 (a) Access, Ingress and Egress
 (b) Construction, Maintenance and Utility Easements



Schedule 4.1.C

Station Improvements and Bike Lane Renderings



Phase I of Palmetto Metrorail Station Lease



Schedule 4.1.C

MDC270

Phase I of Palmetto Metrorail Station Lease



Schedule 4.1.C

MDC271

Schedule 4.1.D

Parking Garage Renderings



Phase I of Palmetto Metrorail Station Lease



Schedule 4.1.D

MDC273

Phase I of Palmetto Metrorail Station Lease



Schedule 4.1.D

MDC274

Phase I of Palmetto Metrorail Station Lease



Schedule 4.1.D

MDC275

Schedule 4.1.E

Uses for Project Phase

1. A minimum of 440 Community Housing Units, consisting of a minimum of sixteen (16) Youth Housing Units (containing twelve (12) 1-bedroom units and four (4) 2-bedroom shared-living units for a total twenty (20) micro-units/bedrooms), a minimum of 110 Military Housing Units, a minimum of 53 Transit Operator Housing Units, and a minimum of 261 other Workforce Housing Units;
2. The Temporary Community Office Space for the operation of the Youth Housing Units by Foundation; and
3. The Parking Garage consisting of a minimum of 550 Station User Spaces and a minimum of 440 Tenant Spaces.

Schedule 4.2

Lease Project Schedule

All milestones described herein are subject to change in accordance with the provisions of the Lease, including, but not limited to, Section 1.4 and Section 4.2.

Design Completion – October 31, 2026

Closing Date (Lease Execution) – November 30, 2026

Construction Start – March 31, 2027

Construction Completion – February 28, 2029

Schedule 4.24

Community Business Enterprise Program

[see attached]

Implementing Order



Implementing Order No.: 03-22

Title: SMALL BUSINESS ENTERPRISE CONSTRUCTION SERVICES PROGRAM ("CSBE")

Ordered: 10/20/2020

Effective: 10/30/2020

AUTHORITY:

Section 1.01, 2.02 and 5.02 of the Miami-Dade County Home Rule Amendment and Charter; and Sections 10-33.02 and 10-38 of the Code of Miami-Dade.

SUPERSEDES:

This Implementing Order supersedes previous Implementing Order 3-22, ordered May 1, 2018, and effective May 11, 2018.

POLICY:

- A. Except where Federal or State laws or regulations mandate to the contrary, this Implementing Order governs construction services (including design build, alteration, installation, painting, maintaining or repairing a public improvement), funded in whole or in part by County funds for all Miami-Dade County departments and agencies.
- B. This Implementing Order applies to all construction projects regardless of project or contract size.
- C. **APPLICABILITY TO THE PUBLIC HEALTH TRUST:**
The application of contract measures to construction services purchased by the Public Health Trust shall be governed by this Implementing Order.

I. DEFINITIONS:

This Implementing Order incorporates completely the definitions listed in the CSBE Ordinance, as amended. Those definitions, as well as additional terms necessary for the understanding of this Implementing Order, are listed below:

1. *Advisory Board* means the Community Small Business Enterprise Board ("CSBE Advisory Board") created for the purpose of reviewing program activities and results, and for making recommendations to Small Business Development ("SBD") and the Board of County Commissioners ("County Commission") on matters pertaining to the program.
2. *Aggregate Set-Aside* means an aggregated value of small construction contracts, no one contract of which exceeds five million dollars, which are to be bid during a fixed period of time on a contract-by-contract basis with bidding reserved solely among qualified CSBEs classified in the applicable Contracting Participation Level and SIC or NAICS Code for the contract.
3. *Approval Letter* means a document issued by SBD at the request of a CSBE or a bidder that, based on the written representations of the CSBE or bidder, finds a specified activity or scope of work consistent with normal industry practice.
4. *Available or Availability* means to have, prior to bid submission, the ability to provide construction services under a prime contract that is being considered for a set-aside or under

- a first or second, third or fourth tier subcontract on a contract being considered for a first or lower tier subcontractor goal by having:
- a. reasonably estimated, uncommitted capacity and expertise;
 - b. all licenses, permits, registrations and certifications;
 - c. the ability to obtain bonding that is reasonably required to perform the contract or subcontract consistent with normal industry practice; and
 - d. the ability to otherwise meet bid specifications.
5. *Bid* means a quotation, proposal, letter of interest or offer by any bidder in response to any kind of invitation, request or public announcement to submit such quotation, proposal, letter of interest or offer to perform the contract.
 6. *Bid Preference* means an amount deducted (for bid evaluation purposes only) from the total bid price in order to calculate the bid price to be used to evaluate the bid on a competitively bid prime County construction contract, which is not set aside for bidding solely by CSBEs. Firms may claim a bid preference for Program Incentives such as Worker Training and Mentor-Protégé as outlined in Section 10-33.02 of the Code of Miami-Dade County.
 7. *Bidder* means any person, partnership, corporation or other business entity that submits a bid.
 8. *Board* means the Board of County Commissioners of Miami-Dade County, Florida.
 9. *Bonding Assistance* may include providing assistance in preparing and completing bond packages as well as providing funding to be used for bonding purposes.
 10. *Broker* means an individual or business that acts as a conduit for the purchase of goods or services from a supplier and transfers funds to a non-CSBE in a manner that does not add economic value to the purchase of goods or services, except where such conduct is normal industry practice.
 11. *Business Day* means a regular week day (Monday through Friday) normally starting at 8:00 a.m. and finishing at 5:00 p.m., excluding Saturdays and Sundays and excluding all legal holidays recognized by the Federal, State or Miami-Dade County governments.
 12. *Calendar Day* means a twenty-four (24) hour period covering all days of the week (Monday through Sunday including all holidays), starting at 12:00 a.m. and finishing at 11:59 p.m.
 13. *Certificate of Assurance* means the departmental form submitted with bid documents whereby the Bidder acknowledges: (i) Small Business Enterprise ("SBE") measures apply to the project; and (ii) Bidder will submit its list of certified SBEs to satisfy the measures via Miami-Dade County's web-based system, within the specified time frame.
 14. *Certification List* means a list maintained by SBD that contains the names and addresses of currently certified CSBEs, sorted by trade, service, Standard Industrial Classification (SIC) code or North American Industry Classification System (NAICS) code and Contracting Participation Level.
 15. *Commercially Useful Function* means contractual responsibility for the execution of a distinct element of the work of a contract by a business enterprise and the carrying out of the contractual responsibilities by actually performing, managing, and supervising the work involved. Acting as a broker is not considered a commercially useful function. The determination of whether an activity is a commercially useful function shall include: (1) the evaluation of the amount of work subcontracted; (2) normal industry practices; (3) the skills, qualifications, or expertise of the enterprise to perform the work; (4) whether the firm's personnel performs, manages, and/or supervises the work involved; and (5) other relevant factors.
 16. *Compliance Audit* is generated the month after payment is made from the County to the Successful Bidder/Proposer and requires the Successful Bidder/Proposer to report payments made to subcontractors, and for the subcontractors to confirm receipt of these payments, via the County's web-based system within the timeframe specified by SBD.
 17. *Compliance Monitor* means the Director of SBD, designee from the Minority Affairs Division of the Miami- Dade Aviation Department or designee assigned to review and enforce compliance with Section 10-33.02 of the Code of Miami-Dade County, as amended, and this Implementing Order.

18. *Construction means* the building, renovating, retrofitting, rehabbing, restoration, painting, installing, altering or repairing of a public improvement.
19. *Construction Manager-at-Risk* ("CM-at-Risk") replaces the general contractor and works for a fee with the County and the Architect through the design phase to contain the budget and schedule. The CM-at-Risk provides a guaranteed maximum price ("GMP") and bids the work out to local trade contractors. The CM-at-Risk mobilizes to the site and manages the trade contractors for quality and schedule.
20. *Contract* means an agreement covered by this Implementing Order proposed by the County or Public Health Trust staff, or approved by the County Commission or Public Health Trust for construction.
21. *Contract Measure* means a contract set-aside, or a Trade Set-aside, or a subcontract goal, or a bid preference, or a selection factor, singly or in any combination.
22. *Contracting Officer* means the person assigned under a contract, usually a department director or his or her designee, who has primary responsibility to manage the contract and enforce contract requirements.
23. *Contracting Participation Level* refers to the level in which a CSBE firm is classified based on the average annual gross revenues of the firm over the last three (3) years. In addition, construction contracts of \$10,000,000 or less (which may be set-aside for limited competition among CSBEs). The three Contracting Participation Levels are:

Level I – up to \$2,000,000.00

Level II – above \$2,000,000.00 but not greater than \$5,000,000.00

Level III – above \$5,000,000.00 but not greater than \$10,000,000.00

Prime contracts with estimated project construction costs in excess of \$10,000,000 shall be "open market" contracts available for bidding by all firms.

CSBEs certified in one contracting participation level e.g., those certified in Level III may not bid on a lower level prime County contract set-aside for CSBEs (e.g., a \$500,000 project which falls into Level I). However, lower level CSBEs may bid on higher-level contracts (e.g., a Level I CSBE may bid on a Level II or a Level III project).

24. *County* means Miami-Dade County, Florida, a political subdivision of the State of Florida.
25. *CSBE Objective* means the objective of assuring that not less than 10% of the County's total annual expenditures for construction are expended with CSBEs. The foregoing CSBE objective may be increased by subsequent resolution of the Board of County Commissioners, adopted after recommendation for an increase by the CSBE Advisory Board. Forty percent (40%) of the foregoing objective may be accomplished through set-aside of smaller prime contracts and use of subcontractor goals on larger prime contracts falling within SIC 15; forty percent (40%) of the foregoing objective may be accomplished through set-aside of smaller prime contracts and use of subcontractor goals on larger prime contracts falling within SIC 16; and twenty percent (20%) of the foregoing objective may be accomplished in prime contracts falling within SIC 17. The percentage of the overall CSBE objective allocated to each SIC category may be adjusted by resolution of the Board of County Commissioners in direct correlation to CSBE availability.
26. *Construction Services* means construction, maintenance, painting, alteration, installation, or repair of a public improvement or any performance of work offered for public consumption that does not consist primarily of goods.
27. *Debar* means to exclude a contractor, its individual officers, its shareholders with significant interests, its qualifying agent, or its affiliated businesses from County contracting and subcontracting for a specified period of time, not to exceed five (5) years.
28. *Draw* means a request for payment submitted by the prime contractor to the County or County's designee. A scheduled draw occurs, according to the contract's payment schedule, when the prime contractor is allowed to submit its request for payment. The date(s) of a scheduled draw may be stated with specificity in the contract in the form of a payment schedule or may be stated as a reoccurring event taking place, for example, on the 30th of each month.

29. *Disbursement Agent* means an escrow agent who receives and disburses County funds as an agent of the County and provides assurance that the contract funds for a given project are used for labor, materials, and overhead on that specific project.
30. *Eligible CSBEs* means those community small business enterprises that have completed the prescribed management and technical assistance requirements.
31. *Eligible Expenses* mean those funds expended for project materials, or items that are directly incorporated into the Project Work or are exclusively and directly expenses attributed to the Work without markup for the initial draw. Eligible Expenses include project payroll, project equipment rental, project materials, project bond, project insurance, and project permits.
32. *Graduation* means the CSBE has exceeded either the personal net worth or the specific size limits stated for the program, based on the firm's three-year average annual gross revenues, and may no longer be eligible for participation in the Program.
33. *Guaranteed Maximum Price* ("GMP") is the cost of the project that the CM-at-Risk guaranteed will not be exceeded.
34. *ISD* means the Internal Services Department.
35. *Joint Venture* means a business arrangement of two or more parties, in which at least one is a CSBE that agrees to pool its resources for the purpose of accomplishing a specific task.
36. *Joint Venture Agreement* means a document submitted to SBD by a joint venture that provides information regarding the nature of the joint venture.
37. *Make-up Plan* means a plan whereby a bidder submits via the County's web-based system its commitment that if awarded the contract, it will fulfill all or a portion of any pending Small Business Enterprise Construction Services makeup requirement and identify the certified CSBE firm(s) to be utilized to fulfill the make-up requirement that is in excess of any SBE goal(s) required on the project, and the percentage, dollar value and description of the work that needs to be made up within the time frame specified by SBD.
38. *Management & Technical Assistance (MTA)* means a program designed to provide direct and indirect assistance for small business enterprise development. Specific details of the program are provided in this Implementing Order.
39. *Mentor* means a firm with an established business which has applied for and been approved by SBD, in accordance with applicable procedures, for participation as a mentor in the Mentor-Protégé Program. A Mentor may not provide mentoring services to more than one (1) Protégé firm at any one time, but is allowed to serve as a Mentor for an unlimited number of times (pursuant to SBD approval).
40. *Mentor-Protégé Program* is a program whose purpose is to build effective working relationships between leaders of mature established companies and emerging small business enterprises in order for the latter to benefit from the knowledge and experience of the established mentor firms. Specific details of this program are provided in this Implementing Order.
41. *Mentor-Protégé Program Coordinator* means the Small Business Development staff designated as the individual(s) responsible for coordinating and administering the various activities of the Mentor-Protégé Program.
42. *Mentor-Protégé Project Plan* is a description of the type of training the Mentor will provide to the Protégé during the identified project. This document will be developed by the Mentor with the Protégé's input and submitted along with a signed Mentor-Protégé Development Agreement; all to be reviewed and approved by Small Business Development.
43. *Mentor-Protégé Development Agreement* is a signed agreement between a Mentor (prime) and a certified CSBE firm (subcontractor/sub-consultants) Protégé.
44. *Miscellaneous Construction Contracts* are open contracts designed to consolidate an indeterminate number of individual small construction, repair or alteration activities which may be needed over a fixed period of time, or open contracts that are work order based where no specific item quantities have been determined prior to bid (unit price contracts).
45. *Net Worth* for the purposes of the size limits established in this Implementing Order is defined as total assets minus total liabilities.
46. *North American Industry Classification System (NAICS)* code is a code that was developed by

the Federal Office of Management and Budget for use in the classification of establishments by type of activity in which they are engaged. The NAICS code replaces the SIC code.

47. *PM/Owner* means agent of the County user Department.
48. *Pre-Qualification* is defined under the definition of CSBE above.
49. *Primary Trade Contractor* means those contractors who directly contract with the CM-at-Risk. This definition only applies to contracts for a Construction Manager- at-Risk with a guaranteed maximum price.
50. *Program Incentive* is an incentive that a firm can choose to use in a bid or proposal based on the firm's participation in certain programs. The incentive consists of either a bid preference or selection factor that will be used in evaluating the firm's bid or proposal on a specific project. The Program incentives available are as follows:
 - a. For participation in the Mentor-Protégé Program - up to 2% of bid price or up to 10% of the total evaluation points;
 - b. For participation in the Worker Training Program - up to 2% of bid price or up to 10% of the total evaluation points; and
 - c. For participation in a Joint Venture - up to 10% of bid price or up to 10% of the total evaluation points.

Specific details of the program incentive are provided in this Implementing Order.

51. *Protégé* means a firm: (i) certified as a CSBE with SBD; (ii) actively conducting business for a minimum of two (2) years; (c) maintaining an actual place of business where it provides its products and services, in Miami-Dade County; (d) in good legal standing with the State of Florida, Miami-Dade County, and all other local jurisdictions; and (e) without any SBE violations within the preceding two (2) year period from its application to the MPP. Such participation cannot exceed two (2) years, and a firm may only be a Protégé one time. A Protégé agrees to follow all MPP guidelines and devote the necessary time, staff and resources to fulfill its responsibility as a Protégé, including attending all meetings scheduled with the Mentor and/or SBD.
52. *Qualifier* means the individual who has qualified a contractor for its current, valid certificate of competency or eligibility as required by Subsection (a) of Section 10- 3 of the Code of Miami-Dade County.
53. *Registered CSBE* means a business that has registered with the relevant County agencies to compete for County construction contracts and has declared, by registration for statistical purposes, to be a CSBE. If no registration system showing such declaration exists, this term means a business that has bid on a County construction contract and has declared to County staff or in a public document that it is a CSBE.
54. *Review Committee ("RC")* means the committee established by the County Mayor or designee to review proposed projects for the application of contract measures where SBD and the contracting department have not established consensus and when public input requires deliberation regarding the measures/goals recommendations. The RC will make recommendations to the Mayor or designee as needed
55. *SBD* means the Division of Small Business Development, or successor division or department.
56. *Selection Factor* means a percentage of total evaluation points added to the points scored by a proposer responding to a Request for Proposals (RFP) or a Request for Qualifications (RFQ) for a prime County construction contract which is not set- aside for competition solely among CSBEs.
57. *Set-Aside* means reservation for competition solely among CSBEs of a given prime County contract whose estimated cost is \$10,000,000.00 or less.
58. *Small Business Enterprise for Construction Services or CSBE* means a construction related enterprise including a design-build firm, and any firm providing trades and/or services for the completion of a construction project, as defined in Chapter 10 of the Code of Miami-Dade County, which has an actual place of business in Miami-Dade County and whose average annual gross revenues for the last three (3) years do not exceed: \$10,000,000 for SIC 15 - Building Construction, General Contractors and Operative Builders \$6,000,000 for SIC 16

– Heavy Construction, other than Building Construction; or
\$5,000,000 for SIC 17 - Specialty Trade Contractors. A CSBE shall be categorized by the type of construction it performs in accordance with SIC code, or NAICS code, of the Census applicable to such type of construction. A CSBE will graduate out of the program upon notification by SBD that it has

exceeded these size limits based on its three-year average annual gross revenues. A certified CSBE that graduates out of the program shall continue to submit financial information as to cumulative gross revenue and bonding capacity to SBD annually for 3 years thereafter in order to further the County's ability to assess the effectiveness of the program.

A CSBE must go through a certification process which will be used to determine which of the three Contracting Participation Levels the CSBE will be placed in based on the firm's average annual gross revenues for the last three (3) years. The Contracting Participation Levels are as follows:

1. Level I – 3 year average annual gross revenues of \$0 - \$2,000,000;
2. Level II – 3 year average annual gross revenues above \$2,000,000 but not exceeding \$5,000,000 or
3. Level III – 3 year average annual gross revenues above \$5,000,000 but not exceeding \$10,000,000.

A firm's eligibility to participate in the CSBE program and the Contracting Participation Level at which it will participate shall be determined based on the three year average gross revenues of the applicant firm in combination with that of all of the firm's affiliates. No firm shall be certified as a CSBE where the individual net worth of any of its owners is more than one million five hundred thousand dollars (\$1,500,000). Representations as to gross revenues and net worth of owners shall be subject to audit.

The County Mayor or designee shall be authorized to adjust the CSBE size limits every five (5) years at his/her discretion based on the Consumer Price Index for All Urban Consumers (CPI-U) calculated by the U.S. Department of Commerce or other appropriate tool of inflation measures as applied to Miami- Dade County for the preceding five (5) years. The first indexing adjustment shall occur for the 2013-2014 calendar year using figures provided for the calendar year ended December 31, 2012, and every five (5) years thereafter. The County Mayor or designee shall advise the Board of any such adjustment.

59. *Standard Industrial Classification (SIC)* or the equivalent NAICS code is a code that was developed by the Federal Office of Management and Budget for use in the classification of establishments by type of activity in which they are engaged. The NAICS code replaces the SIC code.
60. *Subcontract* for the purposes of Section 10-33.02 of the Code of Miami-Dade County, as amended, means an agreement between a prime construction contractor and a Primary Trade Contractor, or a first, second, third, or fourth tier subcontractor.
61. *Subcontractor Goal* means a proportion of a prime contract value stated as a percentage to be subcontracted at the first tier level, and another additional percentage to be subcontracted at the second, third, and/or fourth tier level, as outlined in this Implementing Order, to CSBEs to perform a commercially useful function. For County construction projects whose total estimated value is less than \$25,000,000 only expenditures to CSBEs made under written first tier subcontracts executed by both the prime contractor and the CSBE shall be counted towards meeting the CSBE subcontractor goal. For County construction projects whose total estimated value is equal to, or greater than, \$25,000,000 the Review Committee shall recommend that a specific percentage of the expenditures be made to CSBEs under written

first tier subcontracts, and that another additional percentage of the expenditures be made to CSBEs under second, third and/or fourth tier subcontracts.

62. *Successful Bidder* means the bidder to which the contract is awarded.
63. *Trade Set-Aside* means that an entire Specialty Trade component(s) of a County contract or a miscellaneous construction contract is reserved for first tier subcontracting among certified CSBEs (for example, the entire plumbing, roofing or electrical component of a specific contract is reserved for limited competition among certified CSBEs).
64. *Unavailability Certificate* means a document signed by a prime Bidder stating that the CSBE subcontractor is not available to participate on a specific project at a specific time.
65. *Utilization Plan* means the plan whereby a Bidder submits via the County's web-based system its commitment that if awarded the contract, it will fulfill the SBE goal(s) required for the project and identify certified firms to fulfill goal(s) and percentages, dollar value, and description of the work to fulfill the SBE goal within the time frame specified by SBD. Subcontractor(s) listed will also be required to confirm their participation via the County's web-based system within the specified time frame. Bidders must enter into written subcontracts with the listed CSBE(s).
66. *Virtual Office* means an agreement that provides a receptionist, mail and facsimile services, and similar services, that give the appearance of having a business presence at a location, but the business entity has no ongoing, full-time physical presence in the building. Virtual Offices are invalid for certification purposes.
67. *Work* means the provision of goods or services for construction projects.
68. *Worker Training Program* is a qualified training program or technical school or other such construction industry related training program, as approved by the CSBE Advisory Board.

II. CERTIFICATION:

A. SBD RESPONSIBILITIES

1. SBD is the County agency responsible for certifying applicants, decertifying CSBEs and recertifying CSBEs. SBD shall maintain an updated list of CSBEs, identifying each listed CSBE based on each SIC/NAICS category, and each Specialty Trade certification and noting the Contracting Participation Level classification.
2. SBD shall collect, assemble and verify all information needed to establish the eligibility of an applicant and continued eligibility of a CSBE.
3. SBD shall attempt to make a certification decision within ninety (90) days of receipt of a complete application via the County's web-based system. An application is complete when it includes all required supporting documents.
4. Where SBD knows or has reason to know, SBD shall not certify an applicant, shall not recertify a CSBE, and shall decertify a CSBE that fails to comply with the criteria or procedures of Section 10-33.02 of the Code of Miami-Dade County, as amended, this Implementing Order and/or participation provisions.

SBD shall have discretion to suspend the certification of a CSBE during any appeal of a certification decision.

5. SBD shall certify each CSBE by the type of construction they perform in accordance with the two-digit SIC and/or six-digit NAICS code applicable to such type of construction for which the CSBE is licensed. A CSBE can be certified in an unlimited number of SIC/NAICS codes and trade categories. CSBEs certified in SIC 17 (Specialty Trade Contractors) shall also be classified by trade category or categories in which they are licensed. Each CSBE will also be certified in a specific Contracting Participation Level based on the firm's 3 year average gross revenues.
6. SBD shall make available a re-certification application via the County's web-based system.
7. To decertify a CSBE, SBD shall either:
 - a. give notice to the CSBE that the decertification decision will be effective at the completion of any appeal under this Implementing Order; or
 - b. suspend the certification of the CSBE during any appeal of the decertification decision.

SBD shall give written notice, including the reasons for its decision, to applicants who are denied certification and to CSBEs who are decertified, or denied recertification or who have graduated.

8. SBD may require applicants and CSBEs to submit information regarding their business operations including, but not limited to, a breakdown of the applicant's or CSBE's ownership, and/or work force as to race, national origin, gender, and gross annual sales receipts.

B. TERMS OF CERTIFICATION

1. Certification for a CSBE firm is valid for a three (3) year period. To validate continuing eligibility, SBD may conduct random audit(s) within the three (3) year certification period. The re-certification application shall include, at a minimum:
 - a. The prior three (3) years of federal business tax returns based upon the year that the CSBE application is submitted. The tax returns must be signed, completed and submitted for the firm and all affiliates.
 - b. Current personal financial statement for each direct or indirect owner.
 - c. Current business, professional license, Local Business Tax Receipt and certifications issued by the State of Florida and Miami-Dade County.
 - d. Current lease agreement or warrantee deed for the firm's actual place of business.
 - e. Notarized, sworn affiliation affidavit.
2. Additional supporting documentation may be required by SBD to verify re-certification and continuing eligibility. The re- certification application shall be submitted at least one hundred and eighty (180) days prior to the end of the three (3) year certification term to ensure sufficient time for processing by SBD. If the application is not approved by the end of the three (3) year certification period, and such application was not submitted at least ninety (90) days prior to end of the three (3) year certification term, the certification of the firm shall expire and not be in effect until a new application is approved by the SBD. A firm whose certification expires because the re-certification application is not approved as of the last day of the three (3) year certification period pursuant to the above, shall no longer be eligible to participate in the CSBE program, however the firm may complete any existing contracts and continue counting towards meeting any measures on existing contracts.
3. SBD will take the following action if a CSBE firms does not continue to meet the eligibility criteria for the CSBE program given a failure to provide either required audit or re-certification documentation.
 - a. SBD shall provide written notice via the County's web-based system (the "Decertification Notice") to the CSBE firm that the firm will be decertified as of the date specified in the Decertification Notice.
 - b. SBD shall allow the CSBE firm fifteen (15) days from the date of the Decertification Notice to submit the required audit or recertification-documentation.
 - c. If the CSBE firm does not provide the required audit or re-certification documentation within the timeframe stipulated in the Decertification Notice, the CSBE shall be decertified as of the date stipulated in the Decertification Notice.
 - d. Effective the date specified in the Decertification Notice, the firm shall no longer be a CSBE, however the firm may complete any existing contracts and continue counting towards meeting any measures on existing contracts.
4. A CSBE contractor, its individual officers, its shareholders with significant interests, its qualifying agent or its affiliated businesses that has been denied certification is not eligible to apply for certification for twelve (12) months from the time of the denial. Firms that have been decertified for non-submittal of documents, may apply for recertification once said documents have been submitted and verified by SBD. Graduating firms may be eligible to reapply for certification, after filing and submitting their most recent corporate tax return subsequent to graduation, if and only if, said tax return was not previously considered.
5. A CSBE must be certified in accordance with Section II A (4) above.
6. A business owner, alone or as a member of a group, shall own or control only one CSBE

firm. A business owner, alone or as a member of a group, and any CSBE, may not hold more than a ten (10) percent equity ownership in any other CSBE in the same or similar line of business. If a non-CSBE in the same or similar line of business as a CSBE has an equity ownership of such CSBE that exceeds ten (10) percent, the CSBE shall not be certified or recertified.

7. CSBEs shall provide written notice to SBD of any changes that affect their business structure or eligibility as a CSBE. CSBEs shall complete and submit required and supporting documentation describing the nature of the change, and the effective date of the change(s) to SBD within thirty (30) calendar days of the effective date of the change(s) via the County's web-based system. SBD shall review and determine if said change(s) effect the firm's CSBE certification.
8. A CSBE must have a valid certification in effect at time of bid submittal. Successful Bidders must be certified at the time of bid submittal, bid award, and throughout the duration of the contract. With the exception of graduation provisions described in Section 10-33.02 of the Code of Miami-Dade County, loss of CSBE certification may lead to removal of the firm from continued participation in the CSBE program. CSBEs shall allow site visits by County staff to determine continuing compliance with certification requirements. However, a graduated CSBE shall be eligible to complete any existing contracts and continue counting towards meeting any measures on existing contracts, as well as be eligible to be awarded contracts as primes or subcontractors for bids/proposals submitted prior to the notice of graduation.
9. Applicants and CSBEs must be properly licensed to conduct business in Miami-Dade County, must perform a commercially useful function with an actual place of business in Miami-Dade County, and must continue to perform a commercially useful function in Miami-Dade County to be eligible for certification or to remain certified.
10. The qualifier of the CSBE must own at least ten percent (10%) of the certified firm's issued stock.
11. SBD shall suspend a CSBE's certification when an owner or a qualifier necessary to the firm's certification dies or is incarcerated. A firm's certification may also be suspended when there is adequate evidence that there has been a material change in circumstances that affects the CSBE's eligibility, or when the CSBE fails to notify SBD in writing of any material change in circumstances as required. SBD shall provide written notification of the suspension and a time frame for the CSBE to demonstrate the firm's certification eligibility before SBD initiates the decertification process as provided in Section II (B) (3) above. During the period of suspension, the CSBE may complete any existing contracts and continue counting towards meeting any measures on existing contracts as long as all other certification requirements are met, but will not be eligible for new awards under the CSBE program.

C. CERTIFICATION PROCESS

1. Interested parties shall complete an SBE certification application via the County's web-based system. An explanation of the certification requirements is also available on SBD's Web Page at www.miamidade.gov/smallbusiness.
2. The applicant shall complete the certification application and submit it online with all requested documentation to SBD.
3. The applicant, including CSBEs seeking continuing eligibility shall attend, if requested by SBD staff, an Eligibility Review Meeting to clarify information that was submitted in the application and accompanying documents or to gain additional information regarding the applicant's eligibility for certification. SBD shall notify the applicant if an eligibility review meeting is required.
4. The applicant, including CSBEs seeking continuing eligibility, shall allow site visits by SBD staff to gain additional information regarding compliance with eligibility requirements. SBD shall notify the applicant if a site visit is required and shall schedule the site visit at a mutually convenient time.

5. Applicants and CSBEs shall provide SBD with all information that SBD reasonably requests to determine eligibility for certification.
6. All information submitted to SBD shall be subject to random audit. If a CSBE does not submit documentation requested as part of random audit by the time frame specified by SBD, SBD shall initiate the decertification process as provided in Section II B (3) above.

D. ELIGIBILITY REQUIREMENTS

1. Applicants and CSBEs must be profit-motivated businesses. (Note: not-for-profit or non-profit corporations are not eligible for certification).
2. CSBEs must have an actual place of business in Miami-Dade County and may be registered as a vendor with ISD.
 - a. When determining whether the applicant has an actual place of business in Miami-Dade County, SBD shall consider evidence such as, but not limited to, the following:
 1. Local Business Tax Receipt issued by Miami-Dade County.
 2. Offices, premises related to business, or other facilities within the geographic boundaries of Miami-Dade County at which the goods or services to be provided are produced or performed.
 3. The existence and location of secretarial or other administrative staff.
 4. The possession of professional licenses and/or competency certificates required to conduct the business in Miami-Dade County.
3. To remain eligible for certification, CSBEs must perform a commercially useful function in the trade category, SIC/NAICS, or service area in which it is certified or seeking to be certified.
4. A firm shall be certified as a CSBE only if a business owner, alone or as a member of a group, owns at least 10% of the firm's stock personally and possesses the licenses necessary to satisfy the qualifying requirements established by a board regulating the industry in which certification is sought.
5. An individual, alone or as a member of a group, shall own or control only one (1) CSBE at a time.
6. A firm's eligibility to participate in the CSBE program and the Contracting Participation Level at which it will participate shall be determined based on the cumulative gross revenues of the applicant firm in combination with that of all of the firm's affiliates.
7. No firm shall be certified as a CSBE where the individual net worth of any of its owners is more than one million five hundred thousand dollars (\$1,500,000). Representations as to gross revenues and net worth of owners shall be subject to audit.
8. Nothing shall prohibit CSBEs from competing for contracts under the Federal Disadvantaged Business Enterprise (DBE) program or any other business assistance program if the CSBE is also certified for the programs under this Implementing Order by SBD or certified by any other agency or organization.
9. When investigating the ownership and control of an applicant or a CSBE, SBD shall consider, but not be limited to the following:

All securities constituting ownership and/or control of a business for purposes of establishing the business as a CSBE shall be held directly by the owners. No securities held in trust shall be considered. The contributions of capital and expertise by the qualifying agent to acquire interest in the business shall be real and substantial. Examples of insufficient contributions may include, but are not limited to, a note payable to the business or to those of its part owners, or the mere participation of the qualifier as an employee, rather than as a manager.
10. A CSBE shall not be subject to any formal or informal restrictions that limit the customary discretion of the owner.
11. Where the actual day-to-day management of the business is handled by individuals other than the owner, those persons who have the ultimate power to hire and fire the managers shall be considered as controlling the business.
12. An applicant that has undergone a recent change in ownership, control or reported income level will be carefully scrutinized. Factors such as, but not limited to, the following shall be

considered:

- a. The reasons for the timing of the change in ownership of the business relative to the time that the contracts in the applicant's trade, SIC/NAICS, or service area are advertised;
- b. Whether an individual identified as an owner who had a previous or continuing employee-employer relationship with present owners has actual management responsibilities and capabilities;
- c. The participation of one or more of the owners of the applicant firm in another firm in the same trade, SIC/NAICS, or service area;
- d. Whether reported income levels indicate a severe decline to possibly attempt to qualify the firm for CSBE certification; and
- e. Whether affiliation as described in Section 10-33.02 of the Code of Miami- Dade County, as amended, exists or once existed between the applicant firm and a non-CSBE firm.

E. SIZE LIMITATIONS

The size limitations are described in the definition for CSBE in Section I above.

III. JOINT VENTURES:

A. APPROVAL OF JOINT VENTURES

Only joint ventures registered with SBD in accordance with this Implementing Order are eligible to participate as joint ventures in the CSBE program. Joint ventures must be lawfully established. At least one member of the joint venture must be certified as a CSBE before the joint venture can be approved. Joint ventures can participate under the CSBE program on contracts with CSBE Trade Set-asides, subcontractor goals, bid preferences, and selection factors.

B. PROGRAM REQUIREMENTS AND INCENTIVES

Joint Ventures must submit their joint venture agreements for approval by SBD, no later than thirty (30) calendar days prior to the date set for receipt of bids on an eligible project. SBD shall review the joint venture agreements for approval by considering the following factors:

- a. Allocation of profits and losses to each venture partner;
- b. allocation of the management and control; and
- c. capital investment from each venture partner.

As a Joint Venture under the SBE programs, a written joint venture agreement must be completed by all parties, lawfully established with the State of Florida, and executed before a notary public, which clearly delineates the rights and responsibilities of each member or partner. The agreement must state that the Joint Venture will continue for the duration of the project, at minimum.

A proposal/bid submitted by a Joint Venture that does not include a written joint venture agreement approved by SBD in accordance with the requirements of this IO, shall be deemed a non-qualified Joint Venture, and ineligible to participate in the CSBE Program. An eligible Joint Venture may bid on County projects. Upon the approval of the contracting department and SBD, all projects valued over \$5,000,000 shall require each bidder to be a Joint Venture, as long as availability exists.

Joint Ventures will receive a Bid Preference or Selection Factor based on the percentage ownership of the CSBE, as follows:

- a. Less than ten percent (10%) CSBE ownership will result in a 0% bid preference or 0% selection factor.

- b. Between ten percent (10%) to twenty percent (20%) CSBE ownership will result in a 3% bid preference or 3% selection factor.
- c. Between twenty-one (21%) to fifty percent (50%) CSBE ownership will result in a 5% bid preference or 5% selection factor.
- d. Fifty-one percent (51%) and greater CSBE ownership will result in a 10% bid preference or 10% selection factor.

The Joint Venture will receive credit towards any CSBE measures based on the percentage ownership of the SBE that is part of the joint venture. A Joint Venture that includes fifty-one percent (51%) or above CSBE ownership may also bid on set-aside contracts.

C. JOINT VENTURE RESPONSIBILITIES

Joint ventures must submit prior to bid submission a Joint Venture Agreement containing the following information:

- 1. A description of the financial contribution of each member;
- 2. A list of the personnel and equipment used by each member;
- 3. A detailed breakdown of the responsibility of each member and the work to be performed by each member;
- 4. An explanation of how the profits and/or losses will be distributed;
- 5. The bonding capacity of each member;
- 6. A description of any management or incentive fees for any of the members;
- 7. A statement of the percentage of the joint venture that is owned and controlled by the qualifying member(s) and the basis for claiming such percentage; and
- 8. A copy of any required State of Florida certificates or registrations.

D. SBD RESPONSIBILITIES

SBD shall collect, assemble and verify all information needed to determine if at least one of the members of a joint venture is a CSBE, and to approve the joint venture agreement and register said Joint Venture, as applicable. A Joint Venture Agreement is complete when it includes all required supporting information.

IV. DEPARTMENT/AGENCY RESPONSIBILITIES:

A. ANNUAL NOTIFICATION OF ANTICIPATED PURCHASES

Each County department and agency, in conjunction with the annual budget process, shall compile a list of its proposed capital projects, renovations, and major repairs for the fiscal year.

Each department and agency shall forward the list by August 1st of each year to SBD for use in the formulation of the CSBE objectives.

B. STATISTICAL REPORTING

Each County department and agency, in conjunction with its contracting and purchasing activities, shall ensure its contractors, subcontractors and vendors provide ownership demographics as required by the Code of Miami-Dade County. Bid documents shall require disclosure of the bidder's race, gender and ethnicity. Contract documents shall require that all requests for payment by the prime contractors include a list of all subcontractors who have performed work by race, gender and ethnicity, and shall contain the prompt payment provisions outlined in the CSBE ordinance.

V. PROCEDURE FOR RECOMMENDATION OF CONTRACT SET-ASIDES, TRADE SET-ASIDES, AGGREGATE SET-ASIDES OR SUBCONTRACTOR GOALS:

- A. Each individual construction contract, purchase or blanket purchase of services shall be reviewed for application of contract set-asides, Trade Set-asides, aggregate set-asides or

subcontractor goals. The procedure for applying these contract set-asides, Trade Set-asides, aggregate set-asides or subcontractor goals on such purchases is as follows:

1. Each department or ISD, as applicable, shall review anticipated contracts for application of contract set-asides, Trade Set-asides, aggregate set-asides or subcontractor goals. Departments that make purchases through ISD shall not be responsible for reviewing anticipated purchases; ISD shall be responsible for reviewing those purchases. To facilitate identification of contracting opportunities, contracts shall be reviewed after approximately seventy-five (75) percent of the contract documents, plans, and specifications have been completed.
2. Departments or ISD shall work in conjunction with SBD in recommending whether contracts should be set-asides, or whether contracts should have Trade Set-asides, aggregate set-asides or subcontractor goals that shall be applied. The department or ISD shall submit the appropriate items from the following to the Director of SBD:
 - a. For each recommendation of a contract to be set-aside, or a contract to have a Trade Set-aside, aggregate set-aside or subcontractor goal applied, a memorandum should be included providing an appropriate brief description as follows:
 1. Project title and number;
 2. The identification of specialty trade opportunities;
 3. Estimated dollar amounts for each subcontracting area or trade component;
 4. A history of previous purchases to include the sizes of the previously successful contractors as appropriate for the previous three (3) years; and
 5. The recommendation as to whether to set-aside the contract or to place a Trade Set-aside, aggregate set-aside or a subcontractor goal on the contract.
 - b. A memorandum identifying and briefly describing all contracts or proposals, including justification for sole source, for which a recommendation is being made to not set aside the contract or to not place a Trade Set-aside, aggregate set-aside or subcontractor goal on the contract, and information to support the recommendation of not setting aside the contract, or placing a Trade Set-aside, aggregate set-aside or subcontractor goal on the contract.
3. SBD shall review the proposed contracts and the departmental recommendations. SBD shall review all submissions received, and develop a recommendation for the County Mayor's or designee's approval.

VI. APPLICATION OF CONTRACT SET-ASIDES, TRADE SET-ASIDES, AGGREGATE SET-ASIDES OR SUBCONTRACTOR GOALS:

Contract set-asides, Trade Set-asides, aggregate set-aside or subcontractor goals are appropriate to apply to a given contract when there is a CSBE objective set for the SIC/NAICS category in which the contract is classified and the forecast of future expenditures by program area indicates that a contract set-aside, Trade Set-aside, aggregate set-aside or subcontractor goal will be appropriate for the contract.

A. GENERAL GUIDANCE

1. The selection of a contract set-aside, Trade Set-aside, aggregate set-aside or subcontractor goal shall include consideration of the following:
 - a. The impact of the project as it relates to the CSBE objective;
 - b. The previous contracts used in the particular SIC/NAICS category;
 - c. The relative impact of economic incentives;
 - d. The effects of other contract set-asides, Trade Set-asides, aggregate set-aside or subcontractor goals taken or reasonably expected to be taken in the SIC/NAICS category and their expected effects during the life expectancy of the contract;
 - e. The impact of the contract set-aside, Trade Set-aside, aggregate set-aside or subcontractor goal on potential competitors; and
 - f. Consideration of selection among various programs as set forth in Section IX below.

B. CONTRACT SET-ASIDES

1. A recommendation of a set-aside is appropriate when:
 - a. the estimated project cost is \$10,000,000 or less;
 - b. The quality, quantity and type of opportunities provided by the contract are appropriate for applying a set-aside;
 - c. Prior to bid advertisement three (3) or more CSBEs are available to provide the quality, quantity and type of opportunities afforded by the proposed contract; and
 - d. A contract that is set-aside must be categorized into one of the three Contracting Participation Levels based on the estimated project cost.
2. Set-asides should be used to provide large economic incentives. Set-asides are most effectively applied to relatively small contracts. When possible, consideration should be given for splitting large contracts into smaller contracts to allow for greater program participation.

C. SUBCONTRACTOR GOAL

A recommendation to apply a subcontractor goal to a particular contract is appropriate when:

1. The contract has identifiable opportunities, which, according to normal industry practice, are appropriate for subcontracting in a specialty trade area within SIC 17;
2. The quality, quantity and types of opportunities provided are appropriate for applying a subcontractor goal; and
3. Effective competition exists for setting a particular subcontractor goal in that three (3) or more CSBEs certified within the applicable specialty trade area within SIC 17 are available.

A first tier subcontract goal may be imposed where there is CSBE availability at such tier level.

A second, third and fourth tier subcontract goal may be imposed on those contracts whose estimated cost exceeds \$25 million where there is CSBE availability at such lower tier levels.

D. TRADE SET-ASIDE

A recommendation to apply a Trade Set-aside(s) to a particular work order on a contract or a miscellaneous construction contract is appropriate when:

1. The work order for the contract has identifiable opportunities for Trade Set- asides;
2. The quality, quantity and types of opportunities provided are appropriate for applying a Trade Set-aside; and
3. Effective competition exists for setting a Trade Set-aside in that three (3) or more CSBEs certified in the applicable specialty trade area within SIC 17.

E. AGGREGATE SET-ASIDE

A recommendation to apply an Aggregate Set-Aside to a particular contract is appropriate when:

1. The contract includes various work orders;
2. The contract is used for a specified period of time;
3. The contract should be a prequalification pool of various trade construction firms;
4. Prior to bid advertisement three or more CSBE firms are available to provide the quality, quantity and type of opportunities afforded by the proposed contract;
5. A contract that is set-aside may be categorized by more than one of the three Contracting Participation Levels.

F. GUIDANCE ON PRIORITY OF CONTRACT SET-ASIDES, TRADE SET-ASIDES, AGGREGATE SET-ASIDES AND SUBCONTRACTOR GOALS AMONG THE VARIOUS PROGRAMS

In making recommendations for application of contract set-asides, Trade Set- asides, aggregate set-asides or subcontractor goals, staff shall attempt to consider

all of the various programs in addition to taking advantage of the unique opportunities for

economic incentives afforded by each contract. Potentially each contract contains a unique set of circumstances offering several possible permutations and combinations of contract set-asides, Trade Set-asides, aggregate set-asides or subcontractor goals authorized by the various programs. In the Review Process, a large number of contracts are considered for the application of contract set-asides, Trade Set-asides, aggregate set-asides or subcontractor goals at the same meeting. Contract set-asides, Trade Set-asides, aggregate set-asides, and subcontractor goals are applied on an individual contract basis; however, the program and whether a contract set-aside, Trade Set- aside, aggregate set-aside or subcontractor goal is selected for application to a given contract are a result of analyzing the entire contracting environment in light of the stated CSBE objectives and Participation Goals, progress to date and expected effects of previously adopted and other proposed contract set-asides, Trade Set-asides, aggregate set-asides or subcontractor goals. The Review Process provides an aggregate of individual contract set-asides, Trade Set-asides, aggregate set-asides and subcontractor goals applied to further progress toward the CSBE program objective. No single contract set-aside, Trade Set-aside, aggregate set-aside or subcontractor goal recommendation should be viewed in isolation of the other recommendations made and contract set-asides, Trade Set- asides, aggregate set-asides or subcontractor goals taken as part of the overall programs. The Review Process provides an opportunity for public comments on contract set-aside, trade set-aside, aggregate set-aside or subcontractor goal recommendations, program progress and future program direction.

VII. APPLICATION TO CONSTRUCTION MANAGER-AT-RISK CONTRACTS

- A. *Construction management services portion.* For Construction Manager-at- Risk contracts, the County Commission may establish, where appropriate and upon the recommendation of SBD, first tier CSBE subcontractor goals applicable to the construction management portion thereof. Such goal shall not be applicable to the procurement of trade packages on the actual construction project. Bidders for CM- at-Risk contracts to which a first tier CSBE subcontractor goal has been established for construction management services under this paragraph shall submit the Certificate of Assurance and follow the procedures and timing therefore applicable to contracts in general under section VI C above.
- B. *Actual construction portion of the work.* For CM-at-Risk contracts, subcontractor goals for the actual construction portion of the work may be established where appropriate by the County Mayor or designee for 1st, 2nd, 3rd or 4th tier subcontractors upon the recommendation and consensus between the User Department and SBD, based on estimates made prior to advertisement of the bid package of the quality, quantity and type of subcontracting opportunities provided by the bid package and of the availability of CSBEs to afford effective subcontracting therefore.
 1. *Overall subcontracting goal.* Where an overall CSBE subcontracting goal has been established for the actual construction portion of the work, the CM-at- Risk shall submit the Utilization Plan to the County at the time the Final Guaranteed Maximum Price is due identifying all CSBEs utilized to meet the overall goal, and the trade designation of work and percentage of the Final Guaranteed Maximum Price each will perform.
 2. *First tier subcontractor goal.* Where a first tier CSBE subcontracting goal has been established, bidders to the CM-at-Risk for contracts as Primary Trade Contractors shall submit at the time of bid submission to the CM-at-Risk a Certificate of Assurance on the bid submittal due date and a Utilization Plan within the time period specified by SBD identifying all CSBEs to be utilized to meet such goal, the trade designation of the work and the percentage of the bid each identified CSBE will perform. Failure to submit the required Certificate of Assurance and Utilization Plan within the required time frame may render the bidder non-compliant, or subject to sanctions or penalties as outlined in the contract or this Implementing Order. The use of CSBEs at the Primary Trade Contractor level and at the level of contractors that directly contract with the Primary Trade Contractors shall count towards meeting the first-tier CSBE subcontractor goal on the contract. In addition, if the CM-at-Risk exceeds the first-tier CSBE subcontractor

goal, the amount by which the first-tier CSBE subcontractor goal is exceeded shall count towards fulfillment of the second, third and fourth tier subcontractor goal on that contract. However, if the CM-at- Risk exceeds the second, third and fourth tier subcontractor goal, the amount that the second, third and fourth tier subcontractor goal is exceeded shall not count towards fulfillment of the first-tier subcontractor goal.

3. *Second, third and fourth tier subcontractor goals.* Where a second, third or fourth tier subcontractor goal has been established for the actual construction portion of the work under a CM-at-Risk contract, the Construction Manager-at- Risk awarded the contract shall notify SBD in writing, prior to initiating the process to select lower tier CSBEs whose participation will be utilized to meet such goal, of the name, address and tier level of the subcontractor who will award the lower tier subcontract to a CSBE, the scope of work for such lower tier subcontract and the bid submission date therefore. The Construction Manager-at-Risk awarded the contract shall obtain SBD's approval prior to the award of any lower tier subcontract that will be utilized to meet a lower tier subcontract goal.
- C. *Reduction in established subcontractor goal and periodic reporting to the Commission.* After bid advertisement, or other formal public notice, the established subcontractor goal on a CM-at-Risk contract for construction management services may be reduced only with the approval of the County Commission or Public Health Trust. After bid advertisement or other formal notice, the established subcontractor goal applicable to the actual construction portion of the work may be reduced only with the approval of the County Mayor or designee. The County Mayor or designee shall periodically report to the Board of County Commissioners on all goals on Construction Manager-at-Risk contracts.
- D. *Compliance responsibilities.* The Construction Manager-at-Risk shall comply with the requirements of this subsection regarding any CSBE subcontractor goal that has been applied to any portion of the work of the CM-at-Risk contract.

VIII. APPLICATION TO CONTRACTS FOR ENVIRONMENTAL SERVICES

Application to contracts for environmental services where construction tasks are involved. For contracts for environmental services where construction tasks are involved, CSBE subcontractor goals may be established by the County Mayor or designee upon the recommendation of the Review Committee based on estimates made prior to awarding such tasks and of the availability of CSBEs to afford effective subcontracting therefore.

IX. DOCUMENTATION TO ESTABLISH SET-ASIDES OR SUBCONTRACTOR GOALS:

- A. SBD shall consider the following when recommending a set-aside or subcontractor goal:
For each recommendation of a contract set-aside, subcontractor goal, Trade Set- aside or aggregate set-asides, a copy of the department's recommendation; a memorandum briefly describing the analysis of the contract and basis for providing a recommendation; verification of ability to bid for set-aside contracts and a recommendation report that includes a listing of all trade areas on which availability was established and subcontractor goals, Trade Set-asides or aggregate set- asides were based.
- B. A brief memorandum identifying all purchases for which a recommendation of no contract set-aside, or no Trade Set-aside, or no aggregate set-aside or no subcontractor goal is being made and providing information to support the recommendation.

X. DEPARTMENTAL RESPONSIBILITIES:

- A. SBD shall prepare standard bid participation provisions. Each department and the Public Health Trust must use these standard bid participation provision documents for all contracts with contract set-asides, Trade Set-asides, aggregate set-asides or subcontractor goals unless SBD approves substitute bid documents. When bid documents for contracts with set-asides, Trade Set-asides, aggregate set-asides or subcontractor goals are advertised, they shall include a current CSBE Certification List.
- B. SBD shall notify departments of the recommended contract set-aside, Trade Set- aside,

aggregate set-aside or subcontractor goal.

- C. Subsequent to a recommendation and prior to contract advertisement, each department shall advise SBD of any change in the scope of work of a contract. SBD shall review the change and recommend whether the contract requires further review by SBD due to the change in the scope of work. Each department shall advise SBD of post-award changes in scope and all change orders that require Board of County Commissioners' approval shall be submitted to SBD. SBD shall review the changes and change orders and recommend whether the contract requires further review by SBD due to the change in the scope of work, and report on the prime contractor's current status of CSBE compliance.
- D. Each department shall advise SBD of any contract advertisement dates that are in excess of one hundred twenty (120) days of the initial RC recommendation to apply a set-aside or a goal in order to allow SBD to identify any changes in availability. Each department shall advise SBD of any contract cancelled or not advertised within one hundred eighty (180) days after review by SBD and the contract must be resubmitted to SBD to re-establish availability.

XI. REVIEW PROCESS:

- A. SBD shall publish a list of projects under review daily on the department's webpage. SBD shall review the proposed contracts and the departmental recommendations. Should SBD and the Department(s) not establish consensus on recommended measures or goals, then the contract will go through the Review Committee Process, as detailed below. Upon obtaining departmental concurrence with the recommended measure, SBD shall post projects and recommended goals daily on the SBD web page.
- B. SBD shall consider public comments in writing on projects pre- and post measure or goal recommendations.
- C. All projects with recommended measures shall contain language to allow for public comment to be submitted to SBD within 36 hours of posting via a designated email address or mail.
- D. All advertised projects shall contain language to allow for public comments to be submitted to SBD within 36 hours of date of advertisement via a designated email address or mail. SBD and the contracting department shall review comments and make recommendations, as applicable, to the Mayor or designee.
- E. Changes to goal recommendations, approved by the Mayor or designee, as a result of public comment shall require issuance of an addendum to the project advertisement.

XII. REVIEW COMMITTEE PROCESS:

SBD is responsible for recommending to the Mayor or designee whether to apply CSBE contract set-asides, trade set-asides, aggregate set-asides, or subcontractor goals to a contract. The Mayor or designee may accept, reject, modify or otherwise alter SBD's or Review Committee's recommendation.

- A. All recommendations shall be agreed upon between SBD and the contracting department, prior to final recommendation to the Mayor or designee.
- B. The Mayor or designee shall establish a standing Review Committee (RC) to meet periodically, or as often as needed, to review projects in which consensus is not reached between SBD and the contracting department, and when public input requires deliberation regarding the measure/goal recommendation. The RC will make recommendations to the Mayor or designee.
- C. The RC shall conduct public deliberations and make recommendations whether to apply CSBE set-asides or to a contract. The Mayor or designee may accept, reject, modify or otherwise alter SBD's or Review Committee's recommendation.
- D. The standing members of the RC shall be: Director, Public Works Department; Director, Office of Capital Improvements; Director, Department of Procurement Management; a rotating Director of the County's capital departments or their designees; and a County Mayor appointed Chairperson. A quorum of the RC shall be three (3) members. Staff support shall be provided to the Review Committee by SBD.
- E. The RC shall meet as needed. SBD shall timely publish meetings, listing of meeting location, and dates. All RC meetings are subject to Government-in-the-Sunshine requirements. The

chair shall allow participation of the public at RC meetings consistent with accomplishing the agenda of the RC.

- F. The RC shall have authority to promulgate rules of general application to carry out its responsibilities, which rules are subject to review and approval by the County Mayor or designee.
- G. The RC may, after public deliberation and consideration of alternatives, accept, reject, modify or otherwise alter staff's recommendation. The Mayor or designee may accept, reject, modify or otherwise alter the RC recommendations. The Board of County Commissioners may accept, reject, modify or otherwise alter the Mayor's or designee's recommendations. The Mayor or designee may accept or veto the Board of County Commissioners' recommendations. In accordance with the policy established by the Board of County Commissioners, the Board of County Commissioners may overrule the Mayor's veto.

XIII. CONTRACT ADMINISTRATION - CONTRACT SET-ASIDES:

- A. County construction contracts that are set-aside under the CSBE program are for bidding solely among CSBEs. In order to bid on a set-aside contract the bidder must be certified as a CSBE prior to bid submission date. A CSBE awarded a set-aside contract shall not transfer to a non-CSBE through subcontracting or otherwise any part of the actual work of the contract unless bid documents expressly and specifically permit such transfer as consistent with normal industry practice or the CSBE requests and receives prior to bid award an approval letter from SBD [for example, a CSBE general contractor needs to rent a particularly expensive piece of equipment with labor support to perform a specific task in the contract and requests approval from SBD].
- B. CSBEs certified in one Contracting Participation Level (e.g., those in Contracting Participation Level III) may not bid on a lower level prime County contract set-aside for CSBEs (e.g., a \$500,000 project which falls into Level I). However, lower level CSBEs may bid on higher-level contracts (e.g., a Level I CSBE may bid on a Level II or a Level III project).
- C. A CSBE that performs the work of the set-aside contract with its own forces may count such work towards reducing the CSBE goal applied to the contract by a maximum of one hundred (100) percent.
- D. Either the department that oversees a contract, or ISD or SBD, as appropriate, shall recommend that bonding requirements for a set-aside contract be limited or waived whenever practicable. Such recommendation shall only be made on set-aside contracts less than or equal to two hundred thousand dollars (\$200,000) and as authorized by Section 255.05, Florida Statutes. This recommendation shall accompany the set-aside recommendation.
- E. Bidder's Responsibilities for Contract Set-Asides
 1. Bidders on contract set-asides must submit a completed Certificate of Assurance on the bid submittal due date. Bidders who fail to submit the Certificate of Assurance at the time of submission shall render the bidder non-compliant; and
 2. Bidders must submit a Certificate of Assurance to the person or office to whom the bid was submitted on the bid submission due date. Upon request, bidders must submit a Utilization Plan via the County's web-based system within the time frame specified by SBD. A Certificate of Assurance or Utilization Plan that is incomplete or inaccurate shall constitute non-compliance. Bidders who fail to submit the Certificate of Assurance or Utilization Plan within the time frame specified by SBD shall be considered non-compliant.
- F. The following shall constitute a violation of this Implementing Order as they relate to a contract that is set-aside:
 1. Submission of a Utilization Plan of CSBE subcontractors that the bidder knew or should have known is incomplete or inaccurate;
 2. After bid submission due date, deviation from the Utilization Plan without prior approval of SBD;
 3. The utilization of a non-certified CSBE, or a prime contractor not meeting CSBE Program trade set-aside requirement;

4. A CSBE serving as a conduit for CSBE work awarded to a firm as a CSBE but which is being performed by a non-CSBE firm;
5. Not obtaining or retaining CSBE certification while performing work designated for CSBE firms;
6. Failure of the prime contractor to report payments to subcontractors via the County's web-based system upon notification of payment by the County, or failure of subcontractors to confirm payments upon notification by the prime contractor, within the specified time frame;
7. Failure to maintain certification as a CSBE;
8. Failure to comply with CSBE certification requirements including not maintaining an actual place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
9. Modifications to the terms and/or prices of payment to a CSBE without prior approval from SBD;
10. Failure to enter into a written subcontract with a CSBE after listing the firm on a Utilization Plan;
11. Termination of the CSBE's contract without prior approval from SBD; or
12. Reduction of the CSBE's scope of work without prior approval of SBD.

XIV. CONTRACT ADMINISTRATION – AGGREGATE SET-ASIDE

In the case of an Aggregate Set-Aside, the aggregated value of the set-aside shall be established after taking into account the CSBE Objective and the effect of any measures that may be applied to other County construction contracts not included in the Aggregate Set-Aside. The particular level of CSBEs that may bid for a particular contract under an Aggregate Set-Aside shall be determined by Contracting Participation Level based on the contract's estimated cost and by SIC or NAICS Code. However, where there are no CSBEs available at the level applicable to the contract's estimated cost, higher level CSBEs may be allowed to bid on the contract. At the time a proposed Aggregate Set-Aside is presented to the County Commission for waiver of competitive bidding and set-aside for CSBEs, staff shall advise the Commission of the mechanisms that will be applied to assure equitable distribution of awards thereunder to all qualified CSBEs.

XV. CONTRACT ADMINISTRATION - SUBCONTRACTOR GOALS OR TRADE SET- ASIDES:

A. SUBCONTRACTOR GOALS

The purpose of a subcontractor goal is to have portions of the work under the prime contract performed by available subcontractors that are certified CSBEs for contract values totaling not less than the percentage of the prime contract value set out in the bid form. Subcontractor goals may be applied to a contract when estimates made prior to bid advertisement identify the quality; quantity and type of opportunities in the contract and CSBEs are available to afford effective competition in providing a percentage of these identified services.

Only expenditures to CSBEs made under a written first tier subcontract executed by both the prime contractor and the CSBE shall be counted towards meeting a first tier subcontractor goal.

Only expenditures made under a written second, third or fourth tier subcontract executed by both the next tier level subcontractor and the lower tier CSBE subcontractor shall be counted towards meeting a second, third or fourth tier subcontracting goal.

After a bid is advertised or other formal public notice, the established subcontractor goal may be reduced only with the approval of the County Commission or the Public Health Trust. Bid documents shall include documentation demonstrating the basis for the subcontractor goal established in the contract.

Either the department that oversees a contract, or ISD, or SBD, as appropriate, shall recommend that bonding requirements for a contract with subcontractor goals be limited or waived whenever practicable. Such recommendation shall only be made on contracts less than

or equal to two hundred thousand dollars (\$200,000) and as authorized by Section 255.05, Florida Statutes. This recommendation for waiver of bonding requirements shall accompany the recommendation for subcontractor goals.

A Small Business Enterprise Goods Program and Small Business Enterprise Services Program goal(s) may be applied to any project with an estimated value over \$700,000.00. A CSBE firm may fulfill a subcontractor goal in only one goal type per contract.

1. BIDDER RESPONSIBILITIES FOR SUBCONTRACTOR GOALS

With the exception of contracts for a Construction Manager-at-Risk as noted below, where a first tier subcontractor goal has been imposed, bidders must submit a completed Certificate of Assurance on the bid submittal due date, and a Utilization Plan via the County's web-based system within the time frame specified by SBD. The Utilization Plan constitutes a written representation by the bidder that, to the best of the bidder's knowledge, the first tier CSBEs listed are qualified and available to perform as specified. The Certificate of Assurance is a commitment by the bidder that, if awarded the contract, it will enter into written subcontracts with the identified first tier CSBEs for the scope of work at the price or percentages set forth in the Utilization Plan. Where a second, third and fourth tier subcontractor goal has been imposed, the bid documents shall require bidders to include a commitment of the bidder to meet such goals in the in the aforementioned Certificate of Assurance. Failure to submit the Certificate of Assurance or a Utilization Plan upon request within the time frame specified by SBD shall render the bidder non-compliant.

The bidder shall be responsible for administering and implementing the requirements of Section 10-33.02 of the Code of Miami-Dade County, as amended, and this Implementing Order on the contract. This includes the following, but is not limited to:

- a. All such subcontracts shall be in writing and shall be executed by the prime contractor and the first, second, third, and/or fourth tier CSBE subcontractor utilized to meet a first, second, third or fourth tier subcontract goal.
- b. Bidders who fail to submit the required Certificate of Assurance at the time of bid submission or a Utilization Plan within the time frame specified by SBD shall be considered non-compliant.
- c. Bids that contain a defective Certificate of Assurance or Utilization Plan may be voidable.
- d. A successful prime bidder that is a CSBE or a CSBE joint venture may perform up to fifty percent (50%) of a CSBE subcontractor goal with its own forces. The remaining subcontractor goal work shall be performed by other CSBEs.
- e. Expenditures to subcontracting CSBEs shall be counted toward meeting specified goals as follows:
 1. One hundred percent (100%) of the expenditures to a CSBE that performs a commercially useful function in the supply of services required for the fulfillment of the contract;
 2. One hundred percent (100%) of the expenditures to CSBEs that subcontract work further to non-CSBEs, only if bid documents expressly and specifically permit such subcontracting as consistent with normal industry practice, or if the bidder or CSBE requests and receives prior to bid award an approval letter from SBD;
 3. One hundred percent (100%) of the expenditures to CSBEs that perform actual work with their own forces;
 4. None of the expenditures to a CSBE that acts essentially as a conduit to transfer funds to a non-CSBE unless bid documents expressly and specifically permit such transfers as consistent with normal industry practice or the bidder or CSBE requests and receives prior to bid award an approval letter from SBD; and

5. Only expenditures to CSBEs made under a written first tier subcontract executed by both the prime contractor and the CSBE shall be counted towards meeting a first tier subcontractor goal. In addition, if the prime exceeds the first-tier CSBE subcontractor goal, the amount by which the first-tier CSBE subcontractor goal is exceeded shall count towards fulfillment of the second, third and fourth tier subcontractor goal on that contract. However, if the prime exceeds the second, third and fourth tier subcontractor goal, the amount that the second, third and fourth tier subcontractor goal is exceeded shall not count towards fulfillment of the first-tier subcontractor goal. Only expenditures made under a written second, third or fourth tier subcontract executed by both the next tier level subcontractor and the lower tier CSBE subcontractor shall be counted towards meeting a second, third or fourth tier subcontracting goal.

2. CONSTRUCTION MANAGER-AT-RISK RESPONSIBILITIES FOR SUBCONTRACTOR GOALS ON A CONSTRUCTION MANAGER-AT-RISK CONTRACT

Where a first tier subcontractor goal has been imposed, bidders must submit a Certificate of Assurance, on the bid submittal due date, and a Utilization Plan via the County's web-based system within the time frame specified by SBD, identifying all CSBEs to be utilized to meet the first tier subcontractor goal, the trade designation of work and the percentage of the bid each identified CSBE will perform. On contracts where a second, third and fourth tier subcontractor goal has been imposed, bidders must also include a commitment of the bidder to meet such goal(s) in the aforementioned Certificate of Assurance. Failure to submit the required Certificate of Assurance and Utilization Plan within the specified time shall render the bid non-compliant. Failure to submit any required commitment letter to meet such subcontractor goals at the time of bid submission shall render the bid non-compliant. Commitments to first tier CSBEs on a Certificate of Assurance that are not confirmed by

subcontractors in the Utilization Plan via the County's web-based system within the time frame specified by SBD shall not count toward the goal.

For contracts for a Construction Manager-at-Risk with a guaranteed maximum price, the Primary Trade Contractors shall submit the list of first- tier CSBE subcontractors at the time of bid submission to the CM- at-Risk. All Primary Trade Contractors shall submit a Certificate of Assurance on the bid submittal due date, and a Utilization Plan within the time frame specified by SBD for all subcontractors listed on the list of first-tier CSBE subcontractors at the time of bid submittal to the CM-at-Risk. Failure to submit the required documents within the required time frames may render the bidder non-compliant or be subject to sanctions or penalties as outlined in the contract or in this Implementing Order.

For contracts for a Construction Manager-at-Risk with a guaranteed maximum price, the use of CSBEs at the Primary Trade Contractor level and at the level of contractors that directly contract with the Primary Trade Contractors, count towards the first-tier CSBE subcontractor goal on the contract. In addition, if the CM-at-Risk exceeds the first-tier CSBE subcontractor goal, the amount by which the first-tier CSBE subcontractor goal is exceeded counts towards fulfillment of the second, third and fourth tier subcontractor goal on that contract. However, if the CM-at-Risk exceeds the second, third and fourth tier subcontractor goal, the amount that the second, third and fourth tier subcontractor goal is exceeded by shall not count towards fulfillment of the first-tier subcontractor goal.

For contracts for a Construction Manager-at-Risk, the Construction Manager- at-Risk shall be responsible for administering and implementing the requirements of Section 10-33.02 of the Code of Miami-Dade County, and this Implementing Order, on the contract. This includes the following, but is not limited to:

- a. All such subcontracts shall be in writing and shall be executed by the prime contractor

- and the first, second, third, and/or fourth tier CSBE subcontractor utilized to meet a first, second, third or fourth tier subcontract goal.
- b. Bidders who fail to submit the required Certificate of Assurance at the time of bid submission shall be considered non-compliant.
 - c. Bids that contain a defective Certificate of Assurance or Utilization Plan may be voidable.
 - d. A successful prime bidder that is a CSBE or a CSBE joint venture may perform up to fifty percent (50%) of a CSBE subcontractor goal with its own forces. The remaining subcontractor goal work shall be performed by other CSBEs.
 - e. Expenditures to subcontracting CSBEs shall be counted toward meeting specified goals as follows:
 - 1. One hundred percent (100%) of the expenditures to a CSBE that performs a commercially useful function in the supply of services required for the fulfillment of the contract;
 - 2. One hundred percent (100%) of the expenditures to CSBEs that subcontract work further to non-CSBEs, only if bid documents expressly and specifically permit such subcontracting as consistent with normal industry practice, or if the bidder or CSBE requests and receives prior to bid award an approval letter from SBD;
 - 3. One hundred percent (100%) of the expenditures to CSBEs that perform actual work with their own forces;
 - 4. None of the expenditures to a CSBE that acts essentially as a conduit to transfer funds to a non-CSBE unless bid documents expressly and specifically permit such transfers as consistent with normal industry practice or the bidder or CSBE requests and receives prior to bid award an approval letter from SBD; and
 - 5. Only expenditures to CSBEs made under a written first tier subcontract executed by both the prime contractor and the CSBE shall be counted towards meeting a first tier subcontractor goal. Only expenditures made under a written second, third or fourth tier subcontract executed by both the next tier level subcontractor and the lower tier CSBE subcontractor shall be counted towards meeting a second, third or fourth tier subcontracting goal.
 - f. In order to assure at the time of bid submission, agreement upon the above information between the bidder and the first tier CSBE subcontractor so identified, bidders must submit a Utilization Plan and the listed subcontractors must confirm participation via the County's web-based system within the time frame specified by SBD. Failure to submit a Utilization Plan confirmed by the listed CSBEs within the specified time frame shall render the bidder non-compliance, and their bid voidable.
 - g. Bidders whose bids do not meet the specified goal, in order to remain eligible, must submit to the Contracting Officer on the bid submission due date, evidence proving the lack of available CSBEs to afford effective competition to provide the services to meet the goal. To prove lack of availability, bidders must submit the following:
 - 1. Unavailability Certificates either completed and signed by all of the CSBEs available to perform the scopes of work are completed and signed by the bidder explaining the contacts with all of the CSBEs available to perform the scopes of work, statements or actions of the CSBEs showing unavailability, and the reason(s) why the CSBEs' signature could not be obtained;
 - 2. A listing of any bids received from a CSBE, the scope of work and price of each bid, and the bidder's reasons for rejecting each bid;
 - 3. A statement of the bidder's contacts with SBD for assistance in determining available CSBEs;
 - 4. A description of the bidder's process for soliciting and evaluating bids from CSBEs, including copies of telephone logs detailing time, date and name of contacts with potential subcontractors;
 - 5. Bidders may establish a CSBE as unavailable if its bid is not reasonably competitive

with comparable bids of non-CSBEs for the same scope of work. To establish a CSBE as unavailable if its bid is not considered reasonably competitive, the prime bidder must furnish SBD with copies of all bids received from all firms, both CSBEs and non-CSBEs, for each specific scope of work for which they are claiming that the bid is not reasonably competitive. A CSBE's bid will be considered reasonably competitive if its bid, for the same scope of work, is within 25% of the bid of comparably sized non-CSBE firms;

6. The bidder who is awarded a contract having a second, third or fourth tier subcontractor goal shall notify SBD, in writing, at least one week prior to initiating the process to select lower tier CSBEs whose participation will be utilized to meet such goal, of the name, address and tier level of the subcontractor who will award the lower tier subcontract to a CSBE, the scope of work for such lower tier subcontract and the bid submission date for such lower tier subcontract. The prime contractor shall obtain SBD's approval prior to the award of any lower tier subcontract that will be utilized to meet a lower tier subcontractor goal; and
7. On contracts in excess of \$25 million which have subcontractor goals, the prime contractor shall be required during the term of the contract to make a quarterly presentation to the CSBE Advisory Board on his or her performance in meeting such goal.

Bidders whose bid does not meet the specified goal, and who do not prove lack of availability as indicated in 2(g) above, are not in compliance with this Implementing Order.

- h. In order to ensure CSBE compliance at every tier, the CM-at-Risk contractor should monitor CSBE participation at the second, third and fourth tier levels.
- i. The CM-at-Risk contractor is responsible for compliance with the requirements of any CSBE subcontractor goal that has been applied to any portion of work on the CM-at-Risk contract.
- j. The following shall constitute a violation of this Implementing Order as they relate to a contract, which has a CSBE subcontractor goal:
 1. The utilization of a non-certified CSBE;
 2. A CSBE serving as a conduit for CSBE work awarded to a firm as a CSBE, but which is being performed by a non-CSBE firm;
 3. A prime contractor not meeting CSBE subcontractor goal requirements;
 4. Not obtaining or retaining CSBE certification while performing work designated for CSBE firms;
 5. Failure of the prime contractor to report payments to subcontractors via the County's web-based system upon notification of payment by the County, or failure of subcontractors to confirm payments upon notification by the prime contractor, within the specified time frame;
 6. Deviation from the Utilization Plan or listing of first tier subcontractors as required on a CM-at-Risk contract without prior approval from SBD;
 7. Termination of the CSBE's contract without prior approval from SBD;
 8. Reduction of the scope of work of a first tier CSBE subcontractor without prior approval from SBD. Reduction of the scope of work of a second, third or fourth tier CSBE subcontract utilized to meet a second, third or fourth tier subcontractor goal without prior approval of SBD;
 9. Modifications to the terms and/or prices of payment to a CSBE without prior approval from SBD; or
 10. Failure to enter into a written first tier subcontract with a CSBE after listing the firm on a Utilization Plan or on a list of first tier subcontractors as required on a CM-at-Risk contract. Failure to enter into a written second, third or fourth tier subcontract with a CSBE utilized to meet a second, third or fourth tier subcontractor goal;

11. Failure to comply with CSBE certification requirements including not maintaining an actual place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations; or
12. Failure to maintain certification as a CSBE.

B. TRADE SET-ASIDES

The purpose of a Trade Set-aside is to have the entire Specialty Trade component(s) of a County contract or a miscellaneous construction contract to be performed by available first tier subcontractors that are certified CSBEs. Trade Set- asides may be applied to a miscellaneous construction contract as individual work orders are processed through SBD.

Either the department that oversees a contract, or ISD or SBD may recommend that bonding requirements for a contract with Trade Set-asides be limited or waived, whenever practicable. Such recommendation shall only be made on contracts less than or equal to two hundred thousand dollars (\$200,000) and as authorized by Section 255.05, Florida Statutes. This recommendation shall accompany the recommendation for Trade Set-asides.

1. BIDDER RESPONSIBILITIES ON TRADE SET-ASIDES

- a. Bidders on contracts to which a Trade Set-aside has been applied must submit a completed Certificate of Assurance on the bid submittal date and a Utilization Plan via the County's web-based system within the time frame specified by SBD. The Utilization Plan constitutes a representation by the bidder that, to the best of the bidder's knowledge, the CSBEs listed are qualified and available to perform as specified. The Certificate of Assurance is a commitment by the bidder that, if awarded the contract, it will enter into written subcontracts with the identified CSBEs for the scope of work at the price or percentages set forth in the Utilization Plan.
- b. All bidders must submit a Certificate of Assurance to the Contracting Officer by the bid submittal due date. Failure to submit a Certificate of Assurance or Utilization Plan within the specified time shall render the bid non-compliant. Submission of a defective form shall render the bid voidable.
- c. In contracts with Trade Set-asides for CSBEs, a CSBE shall be counted toward meeting the goal for one Contracting Participation Level only. The prime bidder shall declare at bid submission toward which Trade Set-aside the CSBE business enterprise shall count.
- d. All such subcontracts shall be in writing and shall be executed by the prime contractor and the first tier CSBE subcontractor.
- e. Bidders who fail to submit the required Certificate of Assurance at the time of bid submission or a Utilization Plan within the time frame specified by SBD shall be considered non-compliant.
- f. Bids that contain a defective Certificate of Assurance or Utilization Plan may be voidable.
- g. A successful prime bidder that is a CSBE or a CSBE joint venture may perform up to fifty percent (50%) of a CSBE Trade Set-aside with its own forces.
- h. The following shall constitute a violation of this Implementing Order as they relate to a contract with a Trade Set-aside:
 1. Submission of a Utilization Plan of CSBE subcontractors that the bidder knew or should have known is incomplete or inaccurate;
 2. After bid submission due date, deviation from the Utilization Plan without the prior approval of SBD;
 3. The utilization of a non-certified CSBE for the Trade Set-aside;
 4. A CSBE serving as a conduit for CSBE work awarded to a firm as a CSBE but which is being performed by a non-CSBE firm;
 5. A prime contractor not meeting CSBE program Trade Set-aside requirements;

6. Failure of the prime contractor to report payments to subcontractors via the County's web-based system upon notification of payment by the County, or failure of subcontractors to confirm payments upon notification by the prime contractor, within the specified time frame;
7. Failure to maintain certification as a CSBE, or not obtaining or retaining CSBE certification while performing work designated for CSBE firms;
8. Deviations from the Utilization Plan without prior approval from SBD;
9. Termination of the CSBE's contract without prior approval from SBD;
10. Reduction of the scope of work of a first tier CSBE subcontractor without prior approval from SBD;
11. Modifications to the terms and/or prices of payment to a CSBE without prior approval from SBD; or
12. Failure to enter into a written first tier subcontract with a CSBE after listing the firm on a Utilization Plan.

C. COUNTY RESPONSIBILITIES

1. After considering the quality, quantity and type of opportunities provided by the contract, and the availability of CSBEs to afford effective competition in providing the services required under the contract, each department or ISD will recommend to SBD the type and level of contract set-aside, Trade Set-aside or subcontractor goal that could be applied.
2. SBD shall review the Certificate of Assurance and Utilization Plan, commitment letters, Unavailability Certificates, and listing of first tier subcontractors as required on a CM-at-Risk contract to determine compliance with the contract set-aside, Trade Set-aside or subcontractor goal stated in the bid documents. The Compliance Monitor may meet with a bidder before recommending that the Contracting Officer determine noncompliance. This written recommendation shall be forwarded to the bidder and the Contracting Officer.
3. In the event the Contracting Officer receives a recommendation of non-compliance from the Compliance Monitor, he or she may conduct a meeting or hearing at which the bidder shall be afforded an opportunity to present data supporting its compliance with the goal. The Contracting Officer shall consider the evidence and make a determination as to compliance.

XVI. CONTRACT ADMINISTRATION - PROGRAM INCENTIVES FOR PARTICIPATION IN MENTOR-PROTEGE PROGRAM AND/OR WORKER TRAINING PROGRAM:

A. BID PREFERENCE ELIGIBILITY

Bidders claiming a bid preference as a result of participation in the CSBE Mentor- Protégé or Worker Training Program shall complete and submit with their bid a claim of bid preference. To qualify for the bid preference, the bidder must:

1. Have been actively and successfully participating in a SBD-approved Mentor- Protégé relationship, as either a Mentor or a Protégé, for at least six (6) months prior to the bid submittal date for the bid for which the bid preference is being sought; or
2. Be currently participating in, or currently providing significant funding for, a CSBE Advisory Board-approved Worker Training Program; or
3. Have successfully completed a SBD-approved Mentor-Protégé relationship, as either a Mentor or a Protégé, within the twelve (12) months prior to the bid submittal date for the bid for which the bid preference is being sought.

SBD shall determine whether the bidder has been actively and successfully participating in or has successfully completed a SBD approved Mentor-Protégé relationship. The CSBE Advisory Board shall approve all Worker Training Programs; SBD shall determine the level of participation in, and/or level of funding provided for, the Worker Training Program that is appropriate for qualification for the bid preference.

A bid preference resulting from participation in the CSBE Mentor-Protégé or Worker Training Program may only be claimed on contracts that are not CSBE contract set-asides. The bid preference for the Mentor-Protégé Program is up to 2% of the bid price based on the sliding scale shown in Table 1 below; the bid preference for the Worker Training Program is up to 2% of the bid price based on the sliding scale shown in Table 1 below.

The bid preference shall be calculated and subtracted from the total bid price. This difference shall be used in evaluating the bid. The bid preference is used only to calculate an amount to be used in evaluating the bid and does not affect the contract price.

Table 1 - Sliding Scale for Bid Preference

Estimated Project Cost	CSBE Bid Preference Incentive
>\$0.....<=\$75,000	2.0% of total bid price
>\$75,000.....<=\$125,000	1.0% of total bid price
>\$125,000.....<=\$250,000	0.8% of total bid price
>\$250,000.....<=\$500,000	0.6% of total bid price
>\$500,000.....<=\$1,000,000	0.4% of total bid price
>\$1,000,000	0.2% of total bid price

B. SELECTION FACTOR ELIGIBILITY

Proposers claiming a selection factor based on participation in the CSBE Mentor- Protégé or Worker Training Program must complete and submit with their proposal a claim for such a selection factor. To qualify for the selection factor, the proposer must:

1. Have been actively and successfully participating in a SBD-approved Mentor- Protégé relationship, as either a Mentor or a Protégé, for at least six (6) months prior to the proposal submittal date for the proposal for which the selection factor is being sought; or
2. Be currently participating in or currently providing significant funding for a CSBE Advisory Board-approved Worker Training Program; or
3. Have successfully completed a SBD-approved Mentor-Protégé relationship, as either a Mentor or a Protégé, within the twelve (12) months prior to the proposal submittal date for the proposal for which the selection factor is being sought.

SBD shall determine whether the proposer has been actively and successfully participating in, or has successfully completed, a SBD- approved Mentor- Protégé relationship. The CSBE Advisory Board shall approve all Worker Training Programs; SBD shall determine the level of participation in, and/or level of funding provided for, the Worker Training Program that is appropriate for qualification for the selection factor.

A selection factor resulting from participation in the CSBE Mentor-Protégé or Worker Training Program may only be claimed on contracts that are not CSBE contract set-asides. The selection factor for the Mentor Protégé Program is up to 10% of the total evaluation points based on the sliding scale shown in Table 2 below; the selection factor for the Worker Training Program is up to 10% of the total evaluation points based on the sliding scale shown in Table 2 below.

Table 2- Sliding Scale for Selection Factor

Estimated Project Cost	CSBE Selection Factor Incentive
>\$0.<=\$75,000	10.0% of total evaluation points
>\$75,000.....<=\$125,000	5.0% of total evaluation points
>\$125,000.....<=\$250,000	4.0% of total evaluation points
>\$250,000.....<=\$500,000	3.0% of total evaluation points

>\$500,000.....<=\$1,000,000	2.0% of total evaluation points
>\$1,000,000	1.0% of total evaluation points

Any evaluation/selection committee formed to evaluate a proposal with a CSBE selection factor shall include a voting representative from SBD.

XVII. DESIGN BUILD CONTRACTS:

The construction portion of the design-build contract is subject to the procedures in this Implementing Order.

XVIII. PROMPT PAYMENT:

It is the County's intent that ALL FIRMS, INCLUDING CSBEs providing construction services to the County, shall receive payments promptly in order to maintain sufficient cash flow.

A. PRIME CONTRACTOR RESPONSIBILITIES

1. A prime contractor shall include in its billing to Miami-Dade County or the Public Health Trust copies of those portions of the billings from CSBE subcontractors utilized to meet the subcontractor goal applicable to the contract which the contractor approves and whose cost is included in the payment amount requested from Miami-Dade County or the Public Health Trust. A prime contract which contains a second, third or fourth tier subcontractor goal shall require all subcontractors in direct privity with a second or lower tier CSBE subcontractor, and all successive subcontractors on up to and including the first tier subcontractor level, to include portions of any lower tier CSBE subcontractor's billings which are approved by such subcontractors and are included in any payment amount they request.
2. Prime construction contracts to which a CSBE Trade Set-aside or subcontractor goal has been applied shall require that billings from CSBEs at whatever tier level for which the contract measure has been applied, shall be promptly reviewed and payment made to such CSBEs on those amounts not in dispute within two (2) business days of receipt of payment therefore. The foregoing obligation to promptly review and pay CSBE billings shall apply to prime contractors and subcontractors who are in direct privity with the CSBE and to each successive subcontractor on up the line to the level of prime contractor. The two (2) day payment provision shall equally apply to retainage payments received by prime contractors from the County, and subsequently passed on to subcontractors.
3. The prime contractor agrees to the contract requirements of Section 10-35, Code of Miami-Dade County, Release of Claim by Subcontractors Required. The requirements found in Section 10-35 are hereby fully incorporated into this CSBE Prompt Payment Subsection and non-compliance, by failing to pay subcontractors and failing to provide the requisite subcontractor affidavit and/or consent of surety to requisition payment, shall be enforceable through this Subsection.
4. The prime contractor on a prime construction contract to which a CSBE Trade Set-aside or a first tier subcontractor goal has been applied shall inform SBD, the Contracting Officer, and the first tier CSBE subcontractor, in writing, of those amounts billed by the CSBE which are in dispute, and the specific reasons why they are in dispute, within five (5) calendar days of submittal of such billing by the first tier CSBE subcontractor to the prime contractor. Prime contracts to which a second or lower tier subcontractor goal has been applied shall provide that subcontractors in direct privity with any CSBE utilized to meet such lower tier subcontractor goal, shall inform the affected CSBE in writing, with copies to the prime contractor and SBD, of those amounts of such CSBE's billings that are disputed and the specific reasons therefore within five (5) calendar days of submittal of such billing from the CSBE.
5. Undisputed portions of billings from CSBEs that are submitted to the prime contractor at

least five (5) days or more before the date of the prime contractor's next scheduled draw must be submitted by the prime contractor to the County in the prime contractor's next scheduled draw, according to the contract's payment schedule. For example: if the County's billing cycle on the specific contract allows the prime contractor to submit its draw on the 30th of each month, a CSBE that submits its billing to the prime contractor on or before the 25th of the month shall have its billing included in the prime contractor's next scheduled draw submitted to the County on the 30th.

6. Undisputed portions of billings from CSBEs that are submitted to the prime contractor less than five (5) days before the prime contractor's next scheduled draw, may be submitted in the next draw; however, said billings shall be submitted no later than in the prime contractor's next subsequent

scheduled draw. For example; if the County's billing cycle on the specific contract allows the prime contractor to submit its draw on the 30th of each month, a CSBE that submits its billing to the prime contractor after the 25th of the month but before the 30th of the month shall, at the latest, have its billing included in the prime contractor's subsequent scheduled draw submitted to the County on the 30th of the following month.

7. Failure of the prime contractor to include the CSBE's billing(s) in its next scheduled draw or subsequent scheduled draw to the County as outlined above, and absent notification of disputes, as set forth in Subsection XVII

(A) herein shall result in the prime contractor making full payment directly to the CSBE for the full amount of the submitted billing(s). Full payment to the CSBE subcontractor for the particular billing(s) shall be made within the same number of days that the County has mandated as the billing cycle for said contract in operation, or within forty (40) calendar days of submittal of such billing(s) by the CSBE to the prime contractor, whichever is less, regardless of whether the prime contractor has received its payment from the County.

8. If for any reason, the prime contractor chooses not to submit any billings to the County on its next or subsequent scheduled draw, the prime contractor shall make full payment to the CSBE subcontractor(s) for billings submitted by the CSBE subcontractor(s) in accordance with the subsection above, full payment to the CSBE subcontractor(s) for the particular billing(s) shall be made by the prime contractor within the same number of days that the County has mandated as the billing cycle of said contract in operation, or within forty (40) calendar days of submittal of such billing(s) by the CSBE subcontractor(s) to the prime contractor, whichever is less, regardless of whether the prime contractor has received its payment from the County.

9. Failure of the prime contractor to comply with the applicable requirements of this Subsection shall result in the prime contractor's forfeiture of the right to use the dispute as justification for not paying the first tier CSBE subcontractor and payment shall be forthcoming from the prime contractor. Prime contracts to which a second or lower tier subcontractor goal has been applied shall provide that a subcontractor in direct privity with a CSBE utilized to meet such goal who fails to comply with the applicable provisions of this Subsection shall result in such subcontractor's forfeiture of the right to use the dispute as justification for not paying the CSBE subcontractor and payment shall be forthcoming from such subcontractor.

10. None of the provisions of Subsection XVII (A) requiring the prime contractor to make full payment on any billing by a subcontractor due to failure to comply with this section shall be construed as also requiring the County to make a similar full payment of that billing to the prime contractor. The County shall not be precluded from disputing billings submitted by prime contractors in accordance with the notice requirements of Subsection XVII

(A) as stated herein.

11. Failure of the prime contractor to comply with any of the requirements found in Section 10-33.02 (3)(B)1 et seq. of the Code of Miami-Dade County shall result in the imposition of one (1) or more of the following sanctions:

- a. The suspension of any payment or part thereof until such time as the issues concerning compliance have been resolved;
 - b. Work stoppage;
 - c. Termination, suspension, or cancellation of the contract in whole or part;
 - d. The contractor may also be subject to debarment.
12. In addition to any sanction available pursuant to Subsection XVII (A)(11) above, construction contracts to which a CSBE trade set-aside or subcontractor goal at any subcontractor tier level has been applied shall provide that failure of the prime contractor or any subcontractor in direct privity to the CSBE to make prompt payment as provided in Section 10-33.02 (3)(B)1, et. Seq., of the Code of Miami-Dade County shall result in the imposition of a penalty of \$75 per day for each day payment to a CSBE subcontractor is not made within the time frames specified in these provisions. Any such penalty shall be deducted from the prime contractor's next invoice. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray SBD's cost of administering this Implementing Order. Contractual documents shall also require the prime contractor or any subcontractor in direct privity to the CSBE to make payment to the CSBE of one (1) percent interest per month on any balance not paid by the time frame specified in these provisions; unpaid balance shall bear interest from thirty (30) days after the due date at a rate of one (1) percent per month. The CSBE must invoice the prime contractor for any interest accrued in order to receive the interest payment. Any overdue period of less than one (1) month shall be considered as one (1) month in computing interest. Unpaid interest shall compound monthly. With respect to each past due payment, interest shall cease to accrue after interest on that payment has accrued for twelve (12) months. For purposes of this section, one (1) month shall constitute a period beginning on any day of one month and ending on the same day of the following month. No contract between the prime contractor and the CSBE or any subcontractor in privity thereto shall prohibit the CSBE from invoicing for late payment interest charges allowed under this section.
13. The County Mayor, or designee, shall establish administrative procedures to apply similar provisions, as found in this Subsection, XVII (A) (1) to CSBEs that are being used to meet 2nd, 3rd and/or 4th tier CSBE measures on County contracts.

B. COUNTY RESPONSIBILITIES

- 1. Bid documents for contracts with CSBE contract set-asides, Trades Set-asides or subcontractor goals shall require that billings from contractors under prime construction contracts with Miami-Dade County or the Public Health Trust that are a CSBE contract set-aside or which contain a Trade Set-aside or subcontractor goal shall be promptly reviewed and payment made by the County or the Public Health Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County or the Public Health Trust.
- 2. The County and the Public Health Trust shall notify the prime contractor, and the Department of Small Business Development (SBD), in writing, of those billings submitted by the prime contractor which are in dispute, and the reasons why they are in dispute within fourteen (14) calendar days of receipt of such billing by the County or Trust. This provision is applicable regardless of whether the disputed billing pertains to the work performed and/or billing of CSBE subcontractors. Reference is hereby made to Section 2-8.1.4(6) of the Code of Miami-Dade County, which sets forth the procedures for improper invoices and resolution of disputes.
- 3. SBD may investigate reported instances of late payment to CSBEs.

C. FINANCE DEPARTMENT RESPONSIBILITIES

The Finance Department shall review billings from contractors under prime construction

contracts with Miami-Dade County or the Public Health Trust that are a CSBE contract set-aside or which contain a Trade Set-aside or subcontractor goal and make payment on those amounts not in dispute within fourteen (14) calendar days of receipt of billing.

XIX. CONTRACT ADMINISTRATION - COMPLIANCE AND MONITORING:

A. COMPLIANCE REVIEW

1. The Compliance Monitor shall review bidder's submission for compliance with this Implementing Order on every contract to which a CSBE contract set-aside, Trade Set-aside, aggregate set-aside or subcontractor goal has been applied. The purpose of this review shall be for the Compliance Monitor to consider whether to recommend the Bidder's bid is determined to be in compliance or non-compliance with the requirements of this Implementing Order. The Compliance Monitor may consider relevant information from any person in making this decision. The Compliance Monitor may require the Bidder to produce information deemed pertinent and appropriate and may obtain further information from whatever sources the Compliance Monitor deems appropriate.
2. The Compliance Monitor shall notify the bidder in writing stating the facts and the reasons on which the non-compliance is based. The bidder may request a meeting within five (5) business days from the date of the notification of non-compliance. The bidder shall supply further relevant information as required by the Compliance Monitor. No new altered Utilization Plan will be accepted.
3. The Compliance Monitor shall make a written recommendation to the Contracting Officer, which shall include a statement of the facts and reasons for which the non-compliance is based.
4. Following receipt of a recommendation of non-compliance from the Compliance Monitor, the Contracting Officer shall review the Compliance Monitor's recommendation of bidder's non-compliance with this Implementing Order. The Contracting Officer shall notify the bidder of such non-compliance. The bidder may request a meeting within five (5) business days from the date of notification of non-compliance with the Contracting Officer if the Contracting Officer was not present at the first meeting referenced in Subsection XVIII (A)(2). The bidder shall supply further relevant information as required by the Compliance Monitor. No new altered Utilization Plan will be accepted.
5. The Contracting Officer in conjunction with the Compliance Monitor may conduct an informal meeting with the bidder. Other parties may be invited to offer information relevant to the issue of the bidder's non-compliance.
6. The Contracting Officer shall in writing determine whether the bidder complies with the requirements of this Implementing Order and whether to recommend to the County Mayor or designee that the contract be awarded to the bidder. A copy of such recommendation shall be sent to the bidder. Such recommendation shall not affect the power of the Board of County

Commissioners to reject the bidder's bid for any other reason or to take such action on the recommendation of the Contracting Officer as the Board deems appropriate.

7. Consideration of Other Bids

If the Contracting Officer or Compliance Monitor deems it advisable in the interest of expediting the award of the contract, the procedures set forth in this subsection may be carried out with respect to the bids of one or more additional bidders at the same or different time with each such proceeding to be separately conducted.

8. Failure of Bidder to Participate

The bidder will be bound by the proceedings under this subsection to which they have been given required notice without regard to their participation or lack of participation. A lack of participation upon receiving notices and requests pursuant to this Implementing Order shall not be grounds for reconsideration of any action taken in the proceedings.

9. Miami-Dade County shall not award this contract to any bidder, which it determines, fails to comply with the applicable requirements of this Implementing Order. Nothing herein shall

relieve any bidder from any of the terms, conditions or requirements of the contract or modify Miami-Dade County's rights as reserved in the contract document.

B. POST-AWARD COMPLIANCE AND MONITORING

1. Approval of Subcontracts

The Successful Bidder shall submit to the Contracting Officer, for approval, written subcontracts corresponding in all respects to the Successful Bidder's Utilization Plan or set aside list of Subcontractors or listing of first tier subcontractors as required on a CM-at-Risk contract. The Successful Bidder shall enter into a written subcontract with each listed first tier CSBE subcontractor and shall thereafter neither terminate any such subcontract, nor reduce the scope of work to be performed by, or decrease the price to be paid to the first tier CSBEs thereunder, without in each instance obtaining prior written approval of the Contracting Officer. On contracts where a second, third or fourth tier subcontractor goal has been imposed, the Successful Bidder shall submit to the Contracting Officer, for approval, written subcontracts executed by both the next tier level subcontractor and the lower tier CSBE subcontractor corresponding to the information provided to SBD in Section XIV (2)(b) above. The Contracting Officer shall not give a final written determination without a recommendation from SBD.

2. Access to Records

Successful Bidders and CSBEs shall permit the County to have access during normal business hours to books and records relating to the bidder's compliance with the contract set-aside, Trade Set-aside, aggregate set-aside or subcontractor goal applied to the contract or relating to CSBE compliance with certification requirements. Such books and records include but are not limited to corporate documents, charters, organizational filings, tax filings, registrations, licenses, stock registrations, partnership agreements, contracts, subcontracts, joint venture agreements, telephone logs, checking accounts, journals, ledgers, correspondence, pension and benefits documents, and documents and records between the bidder or the CSBE and other entities. This right of access shall be granted for one year after completion of the work

or full payment of contract obligations, whichever comes last, or for one year after the expiration of CSBE certification.

3. Access to Job Site

Successful Bidders and CSBEs shall permit the County to have access to project locations during normal business hours in order to conduct visual inspections and employee interviews.

4. Utilization Reporting

The Successful Bidder on a project that is a CSBE contract set-aside or on a project with CSBE Trade Set-asides, aggregate set-asides or subcontractor goals shall complete all required Compliance Audits. Where a first tier subcontractor goal has been imposed, the Utilization Report shall include information on CSBEs utilized to meet such first tier subcontractor goal. Where a second, third and fourth tier subcontractor goal has been imposed, the Utilization Report shall also include information on CSBEs utilized to meet such goal. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County. In addition to the above requirements, on County contracts in excess of \$25 million which have subcontractor goals, the prime contractor shall be required, during the term of the contract, to make a quarterly presentation to the CSBE Advisory Board on his or her performance in meeting such goal.

5. Deviations from the Utilization Plan

a. In the event that during the performance of a contract a first tier CSBE is not able to provide the services specified on the Utilization Plan or the listing of first tier subcontractors required on a CM-at-Risk contract, the Successful Bidder must locate a CSBE to substitute for the unavailable first tier CSBE unless the bidder can prove the lack of an available CSBE to provide the services to be provided by the prior CSBE. The Successful Bidder must receive approval for substitution from SBD by submitting

a request via the County's web-based system. The request must include a revised Utilization Plan of first tier subcontractors as required on a CM-at-Risk contract to include the substitute first tier CSBE and a Utilization Plan from the substitute first tier CSBE. The Compliance Monitor will review the request and make a recommendation regarding the substitution to the Contracting Officer. A Successful Bidder that cannot secure a substitute first tier CSBE must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, and telephone numbers of all CSBEs contacted, and the date of contact for each CSBE. All certified CSBEs certified in the appropriate specialty trade area in SIC 17 must be contacted in order to prove lack of an available CSBE.

In the event that during the performance of a contract where a second, third or fourth tier subcontractor goal has been imposed a second, third or fourth tier CSBE that is not able to provide the services specified to SBD in Section XIV (A)(2)(b) above, the Successful Bidder must locate a CSBE to substitute for the unavailable second, third or fourth tier CSBE unless the bidder can prove the lack of an available CSBE to provide the services to be provided by the prior CSBE. The Successful Bidder must receive approval for substitution from SBD by submitting a request via the County's web-based system. The Compliance Monitor will review the request and make a recommendation regarding the substitution to the Contracting

Officer. A Successful Bidder that cannot secure a substitute second, third or fourth tier CSBE must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, and telephone numbers of all CSBEs contacted, and the date of contact for each CSBE. All certified CSBEs certified in the appropriate specialty trade area in SIC 17 must be contacted in order to prove lack of an available CSBE.

- b. The Compliance Monitor shall be responsible for monitoring the performance of the Successful Bidder regarding compliance with contract set-asides, Trade Set-asides, aggregate set-asides or subcontractor goals applied to the contract. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of first tier CSBEs from that described on the Utilization Plan or on the listing of first tier subcontractors as required on a CM-at-Risk contract, or deviations in the utilization of second, third or fourth tier subcontractors from the information provided to SBD in Section XIV(A)(2)(B)(6) above on contracts where a second, third or fourth tier subcontractor goal has been imposed, and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from SBD. Deviations from the goal stated in the contract that shall be monitored include, but are not limited to:
 - 1. Termination of a CSBE's subcontract;
 - 2. Reduction in the scope of work to be performed by a first tier CSBE or reduction in the scope of work to be performed by a second, third or fourth tier CSBE utilized to meet a second, third or fourth tier subcontractor goal;
 - 3. Modifications to the terms of payment or price to be paid to a CSBE; or
 - 4. Failure to enter into a contract with a CSBE being utilized to meet a first, second, third or fourth tier subcontractor goal.
- c. Excuse from entering into subcontracts:

If, prior to execution of a subcontract required by this Implementing Order, the Successful Bidder submits a written request to the Contracting Officer demonstrating to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware until subsequent to the date of the award of the contract, a CSBE who is to enter into such subcontract has unreasonably refused to execute the subcontract, or is not available, the Successful Bidder shall be excused from executing such subcontract. The procedures of paragraphs (e) and (f) below shall apply to this

paragraph.

d. Termination of Subcontracts:

If, after execution of a subcontract required by this Implementing Order, the Successful Bidder submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not be reasonably have been aware, until subsequent to the date of execution of such subcontract, a CSBE, who entered into such subcontract has committed a material breach of the subcontract, the Successful Bidder shall be entitled to exercise such rights as may be available to him/her to terminate the subcontract. The procedures of paragraphs (e) and (f) below apply to this paragraph.

e. County's Determination of Bidder's Excuse or Termination:

If the Successful Bidder at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as soon as practicable, shall determine whether the Successful Bidder has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Successful Bidder, upon notice, an opportunity to present pertinent information and arguments. The procedures of paragraph (f) below apply to this paragraph.

f. Alternative Subcontracts:

If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under this Implementing Order and without such subcontract the Successful Bidder will not achieve the level of CSBE participation upon which the contract was awarded, the Successful Bidder shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another available CSBE as appropriate, for a subcontract price or prices totaling not less than the subcontract price under the excused or terminated subcontract, less all amounts previously paid thereunder. The Successful Bidder must submit to the Compliance Officer a revised Utilization Plan of first tier subcontractors as required on a CM- at-Risk contract and Utilization Plan to include the substitute first tier CSBE. For contracts where the Successful Bidder is requesting substitution of a second, third or fourth tier CSBE subcontractor, the Successful Bidder must submit to the Compliance Officer a revised list of the second, third or fourth tier subcontractors being utilized to meet the goal. A Successful Bidder that cannot secure a substitute CSBE must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, telephone numbers, and the date of contact for each CSBE. All CSBEs certified within the appropriate SIC/NAICS code or trade category must be contacted. The procedures of paragraphs (1) and (2) below apply to this paragraph:

1. The Compliance Monitor may require the Successful Bidder to produce such information, as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the bidder.
2. The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if the Contracting Officer receives such written objections within five calendar days from the Successful Bidder's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the Successful Bidder's written objection within ten (10) days of receipt of these objections.

XX. SANCTIONS FOR CONTRACTUAL VIOLATIONS:

Bid and contract documents for all agreements, including CM-at-Risk, shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's violation of or failure

to comply with this CSBE ordinance or this Implementing Order may result in the imposition of one or more of the following sanctions:

- a. The suspension of any payment of part thereof until such time as the issues concerning compliance are resolved; and/or
- b. Work stoppage; and/or
- c. Termination, suspension, or cancellation of the contract in whole or part; and/or
- d. If after award, a CSBE firm meeting a goal is substituted due to unavailability on five (5) different occurrences during a calendar year, the CSBE firm will be decertified.
- e. In the event a bidder or CSBE attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement, or is found after a hearing to have discriminated in violation of Article VII of Chapter 11A of the Code of Miami-Dade County, the County shall, whenever practicable, terminate the contract or require the termination or cancellation of the subcontract for the project on which the bidder or CSBE committed such acts. In addition, and as a further sanction, the County Mayor designee may impose any of the above- stated sanctions on any other contracts or subcontracts the bidder or CSBE has on County projects. In each instance, the bidder or CSBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The bidder or CSBE may also be subject to debarment.
- f. In the event that a bidder fails to achieve the CSBE measures after contract completion, the bidder's eligibility to receive any future county contracts will be conditioned upon the bidder making up the deficit in CSBE participation in such future contracts by having CSBEs perform equal to double the dollar value of the deficiency in the CSBE measure in the prior contract. The procedures for making up the CSBE deficit are as follows:
 1. Upon completion of a contract or after final payment on a contract SBD shall review the final Compliance Audit and other project documents to include final payments and make a determination as to whether the bidder met the CSBE measure. If the bidder has not met the CSBE measure, SBD will notify the bidder in writing of the deficit and corresponding make-up penalty.
 2. If the bidder is found in non-compliance with the CSBE measures, the Compliance Officer may issue a letter of non-compliance requesting that the bidder make up the CSBE deficit on an existing or future County contract for double the amount of the deficit on the contract in question. The bidder will also be required to submit a Make-up Plan indicating any current or future County contracts in which the CSBE deficit will be remedied.
 3. The bidder must respond to SBD in writing within ten business days from the date of the non-compliance letter. The bidder must acknowledge receipt of the noncompliance letter and provide a plan to make up the CSBE measure.
 4. The compliance monitor will review the plan for approval.
 5. When a contract is identified in which the CSBE measure deficit will be remedied, the bidder will provide a Utilization Plan, or a listing of first tier subcontractors as required on a CM-at-Risk contract, and for the CSBE firm(s) that will be utilized in making up the deficit.
 6. For any future contracts, a Make-Up Plan must be submitted as part of the Utilization Plan for any bid or proposal at the time of bid or proposal submittal. The Utilization Plan must identify all CSBEs to be utilized to meet the first tier subcontractor goal and the trade designation of work each firm will perform in satisfaction of the make-up, in addition to any other goals that may be applicable. Failure to include the required Make-up Plan with bids or proposals for any future contracts shall result in the submittal being deemed noncompliant.
 7. Any contractor subject to an approved Make-Up Plan that fails to comply with any of the material terms of that Make-Up Plan, without good cause, shall be subject to an automatic suspension from bidding and/or otherwise participating on County contracts as a prime or subcontractor for a six (6) month period.
 8. A contractor that fails to comply with any of the materials terms of a second Make-Up Plan, without good cause, shall be subject to an automatic suspension from bidding and/or

otherwise participating on County contracts as a prime or subcontractor for a one (1) year period.

9. A contractor that fails to comply with any of the material terms of a third Make- Up Plan, without goods cause, may be subject to debarment and shall automatically be evaluated for debarment. After serving a debarment for failure to satisfy a Make-Up Plan for no good cause, the subject firm shall be deemed ineligible for bidding on county contracts with measures for one (1) additional year unless the County Mayor or designee determines that an emergency exists justifying such participation, and the Board of County Commissioners approves such decision.
10. The bidder will remain in a non-compliance status until the CSBE make-up goal has been achieved.
11. Failure of the bidder to make up the CSBE measure when opportunities are available on existing or future County Contracts will result in the imposition of other penalties or sanctions as referenced in Sections XIX and XX.

Some of the contractual violations that may result in the imposition of the sanctions listed in Section XIX above include, but are not limited to, the following:

1. A CSBE serving as a conduit for CSBE work awarded to a firm as a CSBE but which is being performed by a non- CSBE firm;
2. A prime contractor not meeting CSBE Program Trade Set-aside or subcontractor goal requirements;
3. Not obtaining or retaining CSBE certification while performing work designated for CSBE firms;
4. Failure of the prime contractor to report payments to subcontractors via the County's web-based system upon notification of payment by the County, or failure of subcontractors to confirm payments upon notification by the prime contractor, within the specified time frame;
5. Failure to comply with CSBE certification requirements, including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
6. Failure to maintain certification as a CSBE;
7. Deviations from the Utilization Plan or listing of first tier subcontractors as required on a CM-at-Risk contract without prior approval from SBD;
8. Termination of the CSBE's contract without prior approval from SBD;
9. Reduction of the scope of work of a first tier CSBE subcontract without prior approval from SBD or reduction of the scope of work of a second, third or fourth tier subcontract utilized to meet a second, third or fourth tier subcontractor goal without prior approval of SBD;
10. Modifications to the terms and/or prices of payment to a CSBE without prior approval from SBD; or
11. Failure to enter into a written first tier subcontract with a CSBE after listing the firm on a Utilization Plan or a listing of first tier subcontractors as required on a CM-at-Risk contract. Failure to enter into a written second, third or fourth tier subcontract with a CSBE utilized to meet a second, third or fourth tier subcontractor goal.

XXI. ADMINISTRATIVE PENALTIES

A. DEBARMENT

1. The County may debar a CSBE or a non-CSBE for violation of, or non- compliance with, the provisions of Ordinance No. 97-52 as amended, this Implementing Order, or implementing bid documents.
2. Causes for debarment are as noted in Section 10-38 of the Code. These include, but are not limited to, a preponderance of evidence that the CSBE has forfeited a bond or defaulted

on financial assistance, either of which was provided under the CSBE program; or if any individual or corporation, partnership or other entity, or any individual officer, shareholder with a significant interest, director or partner of such entity, qualifying agent or affiliated business of such entity attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement.

B. DECERTIFICATION

Violations of certification requirements are addressed in Section II of this Implementing Order.

C. SUSPENSIONS

1. If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was pervasive, the Mayor or designee may order that the contract work be suspended or terminated, and that the non-complying contractor or subcontractor and the principal owners and/or qualifying agent thereof be prohibited from bidding on or otherwise participating in County construction contracts for a period not exceed three (3) years.

D. MONETARY PENALTIES

1. If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was limited to isolated instances and was not pervasive, the County Mayor or designee may, in the case of a goal deficit, order a penalty amount to be withheld from the contractor for such noncompliance as follows: for the first deficit, a penalty in an amount equal to 10% of the amount thereof; for the second deficit, a penalty in an amount equal to 20% thereof; for the third and successive deficits, a penalty in an amount equal to 30% thereof. A fourth violation and finding of noncompliance, shall constitute a default of the subject contract and shall be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray SBD's costs of administering Section 10-33.02 of the Code of Miami-Dade County.
2. If the required payment is not made within thirty (30) days of the administrative hearing or final resolution of any appeal there from, the non-complying contractor or subcontractor and the principal owner(s) and qualifying agent(s) thereof shall be prohibited from bidding on or otherwise participating in County construction contracts for a period not to exceed three (3) years.

XXII. APPEALS PROCESS:

- A. Any firm that is denied certification, decertified or issued a determination of noncompliance with the requirements of this Implementing Order, Section 10-33.02 of the Code of Miami-Dade County, as amended, or implementing bid documents may appeal such action. The Compliance Monitor shall notify the affected party, in writing, setting forth the reasons for the determination and advising of this appeals process. The affected party may appeal the determination by filing a written appeal with the Director of SBD within thirty (30) days of receipt of the notice. This appeals process does not apply to appeals of decisions made pursuant to bid documents implementing the CSBE program when such bid documents provide procedures for appeals of such decisions.
- B. Decisions by the County Manager or designee shall be final.
- C. PROCEDURES FOR ADMINISTRATIVE HEARING:
- The procedure for administrative hearings shall provide that:
1. SBD will schedule a hearing date before a hearing officer, upon timely receipt of a request for an administrative hearing along with a \$250 nonrefundable filing fee to appeal a determination of non-compliance with the requirements of this Implementing Order, Section 10-33.02 of the Code of Miami-Dade County, as amended, or implementing bid documents.
 2. The prevailing party shall not incur any additional expenses, fees or penalties. The unsuccessful appellant shall be responsible for all additional fees, costs and penalties associated with the appeal.

3. SBD shall serve upon the firm, contractor (or subcontractor) and/or lessee a notice of hearing within five (5) working days of the appointment of the administrative hearing officer. Such notice shall include:
 - a. A copy of SBD's determination of non-compliance, as appropriate, outlining alleged prohibited practices upon which it is based;
 - b. A description of the administrative penalties being considered;
 4. An administrative hearing shall be scheduled to be heard before an administrative hearing officer within twenty (20) days after service of the notice. The notice shall also advise the appellant that he or she may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them.
 5. Within five (5) days after completion of the administrative hearing, the administrative hearing officer shall transmit his/her findings of fact, conclusions, and recommendations together with a transcript of all evidence taken before him/her and all exhibits received by him/her, to the Mayor or designee, who (i) may sustain, reverse or modify the hearing officer's recommendations and (ii) shall render a final decision, in writing. The determination of the Mayor may be reviewed by an appropriate court in the manner provided in the Florida Rules of Appellate Procedure.
- D. QUALIFICATIONS OF HEARING OFFICERS:
1. Administrative hearing officers shall be residents of Miami-Dade County who possess outstanding reputations for civic pride, interest, integrity, responsibility, and business or professional ability. Appointments shall be made by the County Mayor or designee. The list of administrative hearing officers should include retired judges who are licensed and admitted to practice law in the State of Florida, or arbitrators or mediators certified by the Eleventh Judicial Circuit or State Bar Association. Appointees should become acquainted with this Implementing Order and the provisions of section 10-33.02 Code of Miami-Dade County, as amended, applicable to the particular violation(s) to be heard. Additional qualifications include, but are not limited to, experience in equal opportunity, anti-discrimination, contracting, procurement, bonding or financial services activities. Such appointments shall be submitted to the Clerk of the Board of County Commissioners for ratification by the Clerk. The Clerk shall submit an annual report to the Board on the number of women who have served as administrative hearing officers.
 2. The County Mayor or his or her designee shall appoint as many administrative hearing officers as are deemed necessary. Every effort will be made to ensure that the appointment of hearing officers reflect the diversity of the demographics of Miami-Dade County. Appointments shall be made for a term of one (1) year. Any administrative hearing officer may be reappointed at the discretion of the County Mayor or designee, subject to ratification by the Clerk of the Board of County Commissioners. There shall be no limit on the number of reappointments that may be given to any individual administrative hearing officer; provided, however, that a determination as to reappointment must be made for each administrative hearing officer at the end of his or her one-year term. The County Mayor or designee shall have the authority to remove administrative hearing officers at any time. Appointments to fill a vacancy shall be for the remainder of the unexpired term.
 3. Administrative hearing officers shall not be County employees but shall be compensated at a rate to be determined by this I.O.
 4. The Miami-Dade County Attorney's Office shall serve as general counsel to the administrative hearing officer.

XXIII. MENTOR-PROTÉGÉ PROGRAM:

1. Program Mission
Miami-Dade County seeks to build effective working relationships between leaders of mature established companies and emerging small business enterprises for the latter to benefit from the knowledge and experience of the established Mentor firms. Mentors will

assist with the development of the Protégé's business plan by identifying the most critical needs to achieve the plan, and implementing the actions to obtain the desired results.

The Mentor-Protégé Program ("MPP") is a community-based effort, involving leaders of major firms, financial and bonding institutions, contracting associations, small business enterprises, and support service organizations. The MPP was created to assist in overcoming barriers that typically inhibit or restrict the success of small businesses. The program is designed to produce a broad base of high quality, competitive and profitable companies through incremental improvement. As a result of the MPP, Protégés will experience a greater than industry average success rate and realize the growth and profitability objectives of their business plans, as well as long range stability. By implementing the MPP, Miami-Dade County will provide a community benefit by strengthening emerging businesses and providing them with the tools to benefit from opportunities in Miami-Dade County's economic development.

2. General Objectives

The primary objectives of Miami-Dade County's CSBE MPP are:

- a. To develop and strengthen Protégé firms through coaching and counseling from Mentors.
- b. To expand business opportunities for Protégé firms.
- c. To enable Protégés to become competent and viable well managed businesses subsequent to graduation.
- d. To assist mentoring companies in carrying out their civic and corporate responsibilities by furnishing opportunities to provide development assistance to other emerging Miami-Dade County firms.
- e. To enhance Miami-Dade County's overall business and economic environments.
- f. Incentives – In addition to the benefits provided in the Program Mission section above, Mentors can be compensated for their participation in the MPP for one year (the "Commitment Period"), and will be eligible for an incentive on bidding on Miami-Dade County contracts for one year after completion of the Commitment Period. This incentive shall consist of either a (i) two percent (2%) bid preference or (ii) ten percent (10%) selection factor, for bid/proposal evaluation purposes only. The incentive may only be used for one contract award per Commitment Period, and must be utilized within one (1) year from the end of the Commitment Period. A Mentor claiming an incentive on bidding on Miami-Dade County contracts based on the MPP must continue to meet the eligibility requirements in this Implementing Order.

3. Measurable Objectives

- a. To create an environment that promotes a firm's ability to increase its capital, net earnings and profit margins; therefore, increasing its bonding capacity and credit rating.
- b. Increase in Protégé firm's capacity to perform as depicted in equipment owned or leased, size of payroll, materials purchased, and overhead costs.
- c. Identify tools to increase the volume and value of Protégé's current and future work.
- d. Increase in Protégé's longevity and viability during and after concluding MPP participation.
- e. Achievement of goals outlined in the Protégé's business plan.

4. MPP Eligibility Requirements

A. Mentor Eligibility Requirements

1. The Mentor shall be a company which is successful and productive in its area of work or services with a minimum of five (5) years of experience in its principal industry and which agrees to provide development assistance through the MPP.
2. The Mentor must be, and remain in good legal business standing with the State

of Florida, Miami-Dade County and all other local jurisdictions. Mentors must be solvent and licensed to do business in Miami-Dade County.

3. The Mentor shall follow all MPP guidelines and devote the necessary time, staff and resources to fulfill its responsibilities as a Mentor, including attending all meetings scheduled with Protégé

and/or SBD. Additionally, Mentors shall not have any SBE violations within the preceding two (2) years from its application to the MPP.

B. Protégé Eligibility Requirements

1. The Protégé shall: (a) be a company certified as a CSBE with SBD;
(b) have been actively conducting business for a minimum of two (2) years; (c) be ready for expansion; and (d) agree to participate fully in the MPP.
2. The Protégé must maintain an actual place of business where it provides its products and services, in Miami-Dade County throughout the duration of its MPP participation.
3. The Protégé firm must be and remain in good legal standing with the State of Florida, Miami-Dade County, and all other local jurisdictions. Protégés must be solvent and licensed businesses when applicable.
4. The Protégé agrees to follow all MPP guidelines and devote the necessary time, staff and resources to fulfill its responsibility as a Protégé, including attending all meetings scheduled with the Mentor and/or SBD. Additionally, Protégés shall not have any SBE violations within the preceding two (2) years from its application to the MPP.

C. Mentor Application Process

1. The Mentor shall complete the application process to participate in the MPP. SBD may request additional documentation to ensure that eligibility requirements are met.
2. All documentation and information provided by the Mentor throughout the application process is subject to verification by SBD.
3. SBD will assign one Protégé to one Mentor. Both parties must sign a Mentor-Protégé Development Agreement to formalize their commitment to the MPP. Pairing Mentors with Protégés with a current or previous working relationship with each other, will be strongly discouraged since an objective of the MPP is to establish new productive relationships in the architecture and engineering industry.

D. Protégé Application Process

1. The Protégé shall apply with SBD on the appropriate application form to be considered for program participation as a Protégé. Accompanying the application should be a completed business plan and all required documentation, which may be pertinent to the Protégé's current financial standing, bonding level, capacity, staffing, workload, and other key business indicators. SBD may request additional documentation to determine MPP eligibility requirements are met.
2. All documentation and information provided by the Protégé throughout the application process is subject to verification by SBD.
3. SBD will assign one Protégé to one Mentor and both parties must sign a Mentor-Protégé Development Agreement to formalize their commitment to the MPP.

E. Mentor Responsibilities

1. Meetings - The Mentor shall conduct monthly face-to-face coaching and counseling meetings with the Protégé and assigned SBD staff, to review the

Protégé's strategic business plan and to discuss problems, strategies, and objectives for timely and efficient completion of projects and effective management. These meetings shall be conducted in Miami-Dade County. The Protégé will also be expected to provide reports using SBD's approved format on its efforts in implementing the established phases of its business plan or any actions suggested by the Mentor at the previous counseling session(s). Both parties should establish target dates for any further improvements or enhancements.

2. Informal Contacts - The Mentor is encouraged to routinely communicate with the Protégé to discuss daily problems and situations encountered by the Protégé and to provide periodic review.
3. Introduction to Resources - The Mentor shall facilitate networking opportunities in the banking, bonding, management, and business industries.
4. Independence - The Mentor must not assume managerial or administrative control of the Protégé during or following the mentorship period.
5. Working Relationships - Nothing in Mentor-Protégé Program regulations shall prohibit Mentors and Protégés from working together on joint ventures or in contractor-subcontractor arrangements on construction, construction services, or other projects provided that control of the Protégé firm remains with the Protégé itself. Protégés may be used to meet subcontractor goals on which the Mentor bids.

F. Protégé Responsibilities

1. Goals and Objectives - The Protégé shall prepare and strive to achieve targeted goals and objectives, which shall serve as a guideline and benchmark for evaluating the Protégé's progress in the MPP.
2. Meetings - The Protégé shall take part in monthly face to face coaching and counseling meetings with the Mentor and assigned SBD staff to review its strategic business plan and to discuss problems, strategies, and objectives for timely and efficient completion of projects and effective management. These meetings shall be conducted in Miami-Dade County. The Protégé will also be expected to provide reports using SBD's approved format on its efforts in implementing the established phases of its business plan or any actions suggested by the Mentor at the previous counseling session(s). Both parties should establish target dates for any further improvements or enhancements.
3. Informal Contacts - The Protégé is encouraged to routinely communicate with the Mentor to discuss daily problems and situations encountered by the Protégé and to obtain periodic counseling and guidance as needed.
4. Use of Training Resources - In an effort to enhance its business and industry knowledge and effectiveness, the Protégé is encouraged to attend training conferences, coursework, or workshops that will assist them in reaching targeted goals and objectives.
5. Independence - The Protégé is not permitted to relinquish managerial or administrative control to the Mentor.

G. Program Coordination

1. SBD is responsible for the overall coordination and administration of the CSBE MPP. SBD's duties will include:
 - a. Advertising and promoting the MPP.
 - b. Organizing related business events.
 - c. Identifying and approving Mentors.
 - d. Identifying and certifying Protégés.
 - e. Assigning Mentors to Protégés as available.
 - f. Informing and reminding Mentors and Protégés of their roles and

responsibilities.

- g. Attending Mentor-Protégé meetings to promote effective cooperation and participation.
- h. Reviewing meeting and progress status reports.
- i. Maintaining program records.
- j. Attracting the support of larger corporate sponsors.

5. Advisory Board

An Advisory Board consisting of representatives from the Allied Minority Contractor's Association, Inc the South Florida Chapter of the Associated General Contractors of America; the BAC Funding Corporation; the Construction Association of Florida, Inc; the Engineering Contractor's Association of South Florida, Inc.; the Latin Builders' Association; the Underground Contractors' Association of South Florida, Inc.; the Miami-Dade Chamber of Commerce; the Contractor's Resource Center; the UPPAC; a representative of the local bonding industry; a representative of the local banking and financial industry; the National Association of Black Women in Construction; the CSBE Association; and a certified CSBE will provide general CSBE program oversight and will have the specific responsibility for assisting the County in tracking and monitoring the results and effectiveness of the Mentor-Protégé Program. The Board of County Commissioners shall appoint members of the CSBE Advisory Board from lists submitted by the member associations outlined above. While the CSBE Advisory Board shall not assume SBD's administrative or other responsibilities, it may serve as a liaison between Mentor-Protégé Program participants and the local business community recommends program policy, participate in the recruitment of prospective Mentors and Protégés, and review and report on Program progress. The Advisory Board, in accordance with Section 10-33.02 of the Code of Miami- Dade County, shall recommend to the Miami-Dade County Commission the maximum length of time a CSBE may participate in the program.

The County Mayor or designee shall approve the replacement of any of the delineated recommending organizations above, where said organization(s) fails to either (i) provide a list of recommended appointees within thirty (30) days of written notice from the Department of Small Business Development, or (ii) continue to

operate in Miami-Dade County, or the appointed CSBE Advisory Board member fails to participate in board activities for a period of six (6) months. The current CSBE Advisory Board shall provide the name(s) of a recommended replacement organization(s) to be considered by the County Mayor, by majority vote.

Sections 2-11.1(c) and (d) of the Conflict of Interest and Code of Ethics Ordinance of Miami-Dade County are waived for CSBE Advisory Board members for transactions arising from the exercise of those powers given the CSBE Advisory Board by Ordinance 97-52, as amended.

XXIV. BONDING AND FINANCIAL ASSISTANCE PROGRAM:

A. SBD RESPONSIBILITIES:

1. After being certified* by SBD in the CSBE Program, the CSBE will meet with the SBD Training Coordinator. The SBD Training Coordinator will:
 - a. Provide an overview of SBD functions;
 - b. Provide an overview of the CSBE program;
 - c. Provide the CSBE with a packet containing forms for the MTA, Bonding & Financial Assistance, and Mentor-Protégé Programs as well as a Needs Assessment form; and
 - d. Assist the CSBE in filling out the Needs Assessment Form.

*Note - in some instances, firms applying for CSBE certification will be referred to the MTA Program for assistance before being certified.

2. The SBD Training Coordinator will review the CSBE Needs Assessment Form to determine what needs the CSBE has, and will make sure that the CSBE meets all eligibility

requirements for the various programs.

3. If participation in the Mentor-Protégé Program is recommended, the SBD Training Coordinator will assist the CSBE in filling out the forms to register for that Program. SBD will review the list of registered Mentors and Protégés and recommend a Mentor-Protégé relationship for the CSBE. This recommendation will be forwarded to the CSBE Advisory Board or a committee thereof for their review. A tracking form will be submitted by Mentors and Protégés to keep status of their current relationship.
4. If participation in the Bonding & Financial Assistance Program is recommended, the SBD Training Coordinator will assist the CSBE in filling out the necessary forms. An appointment will be set up for the CSBE with the MTA consultant for further processing of the appropriate application(s).
5. If participation in the MTA Program is recommended, the SBD training Coordinator will assist the CSBE in filling out the necessary forms. The CSBE will be directed to the various resources that will assist the CSBE in obtaining the assistance identified in the Needs Assessment form; SBD staff will set up appointments with the appropriate resources for the CSBE and follow up at monthly intervals to assure compliance.
6. SBD staff will keep records and files on all CSBEs that have applied to participate in any of the SBD training or assistance programs. They will also set up appointments for CSBEs with the appropriate entities as applicable. SBD staff will also follow up with all such CSBEs to ensure that their needs have been met, to identify any issues or problems, and to determine how successful the programs have been.
7. SBD will coordinate regular workshops for CSBEs on how to do business with the County, to discuss County procurement processes and to develop specialized business related educational opportunities.
8. SBD is responsible for marketing of the CSBE program and its various facets as well as for Community Outreach for the Program and for the CSBE Advisory Board.
9. SBD is responsible for providing various reports to the County Manager, the CSBE Advisory Board and the Board of County Commissioners. Such reports will include:
 - a. Bonding & Financial Assistance Program: number of clients that applied, number that received bonds and/or loans, amount of bond or loan;
 - b. MTA Program: number of clients that applied, number of clients trained, number and amount of Business Plans and Accounting Services reimbursements, etc.;
 - c. Mentor-Protégé Program: number of clients that have signed up for the Program, number of current Mentor-Protégé relationships, progress to date on each current relationship, number of successful completions.

B. CONSULTANT RESPONSIBILITIES:

1. The Consultant will provide MTA to small businesses performing as prime contractors or subcontractors on Miami-Dade County construction contracts, or performing as vendors and providing goods and/or services to Miami-Dade County. These services will be referred to as the "Program."
2. The Consultant will identify the needs of the Program participants and develop all applicable forms. Any small business that becomes a Program participant shall fill out an application and undergo a Needs Assessment performed by the Consultant. After the Needs Assessment is performed, the Consultant shall identify the applicant's needs such as MTA.
3. The Consultant shall also identify the applicant's need for Financial, Management and Bonding Assistance, and shall provide the applicant with such assistance. SBD may require that the applicant pursue and complete certain MTA Programs prior to obtaining approval for participation in programs such as the Financial and/or Bonding Assistance Programs.

C. DESCRIPTION

1. The Consultant will provide Bonding Assistance and Financial Assistance to small businesses performing as prime contractors or subcontractors on Miami- Dade County construction contracts, or performing as vendors and providing goods and/or services to

Miami-Dade County. These services will be referred to as the "Program."

2. The Consultant shall have in-house underwriting or pen authority of a minimum of \$6,000,000 for Bonding Assistance. The Consultant shall solicit eligible bonding companies to participate in the Program and write various types of bonds required by the contracting documents when the in-house authority is exceeded. The Consultant shall maintain a listing of the bonding companies, which will be utilized in this program. This listing shall include treasury listed and state listed companies only.
3. The Consultant shall solicit eligible lending institutions to participate in the Financial Assistance portion of the Program, and write various types of mobilization, working capital and revolving loans as needed. The Consultant shall maintain a listing of the financial institutions, which will be utilized in this program.
4. Once the CSBE is referred for Bonding and Financial Assistance, the CSBE will provide the Consultant with all the necessary documentation to develop a bonding and/or financial package.
The CSBE firm's progress in obtaining bonding and/or financial assistance will be reported to the MTA unit at SBD on a monthly basis.
5. The Consultant (with SBD) will identify the needs of the Program participants and develop all applicable forms. Any small business who becomes a Program participant shall fill out an application and undergo a Needs Assessment performed by the Consultant. After the Needs Assessment is performed, the Consultant shall identify the applicant's needs such as Bonding Assistance or Financial Assistance.
6. If Bonding Assistance is identified as a need, the applicant shall fill out a Bonding Assistance application. The application form (to be developed by the Consultant) shall contain, among other things, a release from the participant to Miami-Dade County, the Construction Manager and the Consultant (Consultants and Sub-Consultants), their officers, employees, contractors and agents, from any and all liabilities and claims, of whatever nature, arising out of any denial of a bond.
7. In considering the bond request, the Consultant will proceed with reasonable speed. Although the subcontractor is not required under Miami-Dade County's provisions to provide a bond, it is the Consultant's responsibility to provide the prime contractor the participant's bonds prior to the date the work begins. This is necessary to meet the following Miami-Dade County contract provisions, which will be administered by the Consultant. The following provisions will appear in all relevant County contracts:

Florida Law requires bonding for public works projects for 100% of the contract amount. This bonding requirement is between the County and its first tier contractor; however,

- a. It shall be the responsibility of each subcontractor submitting bids to a prime contractor to be prepared to submit faithful performance and payment bond(s) if so requested by the prime contractor after execution of a written subcontract and prior to commencement of subcontractor's work.
- b. In the event any subcontractor submitting a bid to a prime contractor does not, upon the request of the prime contractor and the expense of the prime contractor, furnish to such prime contractor a bond(s), issued by an admitted bonding company wherein the prime contractor shall be named the obligee, guaranteeing prompt and faithful performance of such subcontract and the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under such subcontract, the prime contractor may reject such bid and make a substitution of another subcontractor subject to the bid specifications. Such bond(s) may be required at the expense of the subcontractor only if the prime contractor in his written or published request for sub-bids (1) specifies that the expense for such bond(s) shall be borne by the subcontractor and (2) clearly specifies the amount and requirements of such bond(s).
- c. In any event, if the bond process for the Program participant is not completed before the Prime's contract approval and award date, or 90 days

prior to the commencement of work of the Program participant, it is the prime contractor's sole discretion to extend time for the bond to be concluded or waive the bond. The prime contractor must allow the Consultant to exhaust all attempts to provide a bond prior to requesting to substitute the Program participant in accordance with the bid specifications.

8. If Financial Assistance is identified as a need, the Applicant shall fill out a Financial Assistance application. The Consultant will review this application; if it is acceptable to the Consultant, it shall be forwarded to the Loan Committee for review if it is acceptable to the Consultant, it shall be forwarded to the Loan Committee for review. If the Loan Committee approves the loan request, a Commitment Letter is issued, noting the proposed terms of the loan request. The applicant will have thirty (30) days to accept these terms; if accepted, a closing date will be set.

The Loan Committee shall be made up of one representative from the CSBE Advisory Board, two representatives from the local Miami-Dade County banking industry and two County staff members (one from the County Mayor's Office and one from the Finance Department). The Loan Committee shall not exceed five members and the County Mayor or designee shall appoint members.

9. The Consultant with SBD shall also identify the applicant's need for MTA, and shall provide the applicant with a list of providers of such assistance. The Consultant may refer the applicant to certain MTA Programs prior to obtaining approval for participation in Financial and/or Bonding Assistance Programs.

D. PROGRAM REQUIREMENTS

The Program is divided into two segments, each designed to enhance the other components of the program to make the complete project functional. The following elements outline the minimum tasks required by the County to have an effective Bonding and Financial Assistance Program:

1. BONDING ASSISTANCE PROGRAM (BASIC SERVICES)

The Bonding Assistance Program is one of the basic programs, which will require constant staffing for participants seeking assistance. The Consultant shall assist the Program participant in preparing and completing the bond package using the following forms:

- a. Bond Application
- b. Income Statement
- c. Schedule of Accounts Payable (if required)
- d. Schedule of Accounts Receivable (if required)
- e. Schedule of Contracts under construction
- f. Schedule of Contracts completed
- g. Contractor's estimate of subject job
- h. Certificate of Insurance
- i. Escrow Agreement (if required)
- j. Assignment of Contract proceeds agreement (if required)
- k. Agreement of General Indemnity
- l. Business Plan

The Consultant shall also:

- a. Coordinate the placement of bonds for the project;
- b. Provide interested small businesses with adequate information about the requirements of the Bonding program;
- c. Coordinate and provide ongoing services between the County, contractors and bonding companies;
- d. Advise and inform the County Mayor or authorized representative, of the progress of the Bonding Assistance Program on an ongoing basis;
- e. Attend and actively participate in the periodic meetings with County staff, contractors and subcontractors and report the status of the Bonding Assistance Program and

- explain any changes that may enhance or detract from the of the program;
- f. Prepare, at a minimum quarterly progress reports by the 7th day of the month following the end of each quarter which shall describe significant achievements and problems which have a potential effect on the contract's costs with sufficient detail to assure that directions being pursued are in compliance with the established Bonding Assistance Program; and
- g. Prepare an annual report for the County Mayor highlighting the Progress of the Bonding Assistance Program participant performing on various County construction projects, and summarizing the services provided and include the observations and recommendations on new developments in the bonding marketplace.

Bond Application Review Process

Upon completion of the bond application package, the Consultant shall perform the review and approval of the Bonding Assistance Program participant's application. The Consultant will consider, at a minimum, past performance record, character, capability, and capital. It is the primary responsibility of the Consultant to determine if the applicant is bondable after the review process. Applicants who are determined as non-bondable may not be eligible for the mobilization/working capital loan assistance program; however, they may be eligible for the MTA Program.

2. FINANCIAL ASSISTANCE SERVICES

The Financial Assistance Program is the other basic program which will require constant staffing for participants seeking assistance. The Consultant shall provide:

- a. Low-interest loans for Mobilization, Working Capital and/or Revolving Loans
- b. Loan Packaging for application to outside lending institutions
- c. Banking Services
- d. Letters of Credit
- e. Accounting Services, including preparation of Tax Returns, Financial Statements, Compilations, Reviews, Audits and Business Plans All financial records maintained for the Program will be incorporated into a generally accepted accounting system for the participant.

The Consultant shall assist the Program participant in preparing and completing the Financial Assistance application package using the following forms:

- a. Loan application forms
- b. Business financial statements for the last three (3) fiscal year ends
- c. Financial statement of the business and supporting bank statements not older than 90 days
- d. Corporate tax returns for the last three (3) years
- e. Aging of accounts receivable and payables not older than 90 days
- f. Projected cash flow and income statement with loan proceeds
- g. History of business including complete detailed business plan with 5 years projection
- h. Trade references
- i. Complete list and evidence of costs of all equipment in the business
- j. Estimates of equipment and fixtures to be acquired, if any
- k. Copies of pending contracts or purchase orders
- l. Copy of lease or letter of intention to lease
- m. Contract for purchase (buyer and seller agreement)
- n. Articles of Incorporation, By-Laws and Certificate of Good Standing, or copy of Partnership Agreement
- o. Current and projected employee data
- p. Personal financial statement and supporting bank statements not older than 90 days
- q. Personal Income Tax for the last three (3) years, including Schedule C for sole proprietorship and Form 1065 for partnership

- r. Statement of personal history
- s. Personal resume
- t. Copy of Warranty Deeds of all real estate owned by business or guarantors, and copy of closing statements evidencing original purchase
- u. Evidence of tax assessment values and any existing appraisals (A current appraisal, not older than 6 months, by an appraiser acceptable to the County shall be required if approval is granted)
- v. Evidence of existing mortgage balances and copy of corresponding documents w. Evidence of insurance coverage on properties owned
- x. An original loan denial letter and a copy of the supporting credit application from one (1) bank not older than 90 days.

The Consultant shall:

- a. Provide interested small businesses with adequate information about the requirements of the Financial Assistance Program;
- b. Coordinate and provide ongoing services between the County, contractors and lending institutions;
- c. Advise and inform the County Mayor or designee of the progress of the Financial Assistance Program on an ongoing basis;
- d. Attend and actively participate in the periodic meetings with County staff, contractors and subcontractors and report the status of the Financial Assistance Program and explain any changes that may enhance or detract from the effectiveness of the program;
- e. Prepare at a minimum, quarterly progress reports by the 7th day of the month following the end of each quarter or as otherwise agreed upon which shall describe significant achievements and problems which have a potential effect on the Program with sufficient detail to assure that directions being pursued are in compliance with the established Financial Assistance Program; and
- f. Prepare an annual report for the County Mayor highlighting the progress of the Financial Assistance Program, and summarizing the services provided and includes the observations and recommendations on new developments in the financial marketplace.

Financial Assistance Application Review Process

Upon completion of the Financial Assistance application package, the Consultant shall perform the review and approval of the Program participant's application. The Consultant will consider, at a minimum, past performance record, character, capability, and capital.

3. EXPEDITED PAYMENT PROCESS

Department of Small Business Development (SBD) shall pre-qualify a pool of disbursement agents for the purpose of providing expedited payments to eligible CSBEs who participate as prime contractors and subcontractors on County construction contracts.

SBD shall establish, through a competitive process, a pool of disbursement agents to provide, on a rotational basis, disbursement services for eligible CSBEs. A lottery will be implemented to establish the order in which the disbursement agents will be assigned the contracts for specific projects. One disbursement agent will be assigned to all eligible CSBEs on a given prime contract. For miscellaneous and open contracts, a work order will be considered a "project" for the purposes of assignment to disbursement agents.

Expedited payments can be made to eligible CSBEs who participate in the Expedited Payment Process. Eligible expenses incurred by the CSBEs are limited to an initial draw of up to 10% of the CSBE's contract or subcontract award amount or subcontract award amount. The County will provide funding for contracts or projects to eligible CSBE firm via the disbursement agent. The release of money is subject to the normal retainage, which shall be held by the user department. Normal retainage processing shall be applicable to

procedures of the user department.

The CSBEs must have completed the Management and Technical Assistance Program's Professional Development and Training Modules in order to access financial assistance through the expedited payment process. The Professional Development and Training Modules include the following:

1. Introduction overview of county processes
2. Business Management
3. Pre-Award Contracting and Responsibilities
4. Bonding and Financial Assistance

Once a CSBE has successfully completed the aforementioned modules, a certificate, as well as Continuing Education Credits (CECs) will be issued to that firm. SBD shall maintain and publish in the certification list CSBE firms that are eligible to the access expedited payment process.

SBD will include in all pre-bid and pre-construction meetings information pertaining to potential CSBE firms participating in the expedited payment process via a disbursement agent.

SBD shall determine if the disbursement agent has performed as required and will authorize payment of disbursement agent fees.

RESPONSIBILITIES OF PROJECT MANAGER:

The project manager shall ensure that:

- Contract specifications include language indicating that all CSBE measures shall be based on total construction contract amounts including change orders, not including the amount of the disbursement agent's fee. The specifications shall state that the County shall issue approved payments directly to the Disbursement Agent for that portion of the contract sum designated for this Program on the CSBE's behalf.

The project manager shall be responsible for:

- Verifying that CSBE prime or subcontractors be identified by line item in each requisition. Once the Prime's requisition is approved, the CSBE subcontractor's portion will be disbursed to the disbursement agent.
- Advising SBD of all pre-bid and pre-construction meetings.
- Advising SBD of those instances where a CSBE is not performing as expected or experiencing difficulties on the project.
- Monitoring, analyzing, and reporting contract progress and problems to SBD in a timely manner.
- Attending meetings with SBD, prime contractor, CSBE and disbursement agent as needed.
- Reviewing and approving or rejecting payment request within 5 business days of receipt of billing.
- Disbursing payments to Disbursement Agent immediately upon approval by the finance or managing department.

RESPONSIBILITIES OF PARTICIPATING CSBE:

The participating CSBEs shall:

- Attend the required professional development modules offered by SBD in order to be eligible for the Expedited Payment Process. After completing the Professional Development and Training Modules, a certificate of successful completion and CECs will be issued to the eligible firm. This certificate will be maintained by the CSBE, and noted in a SBD database, to confirm the firm's eligibility to access this Program. Eligible CSBE firms may continue to access this Program as long as their CSBE certification is current.

- Notify the County and the disbursement agent in writing that the services of a disbursement agent will not be utilized.
- Submit proper invoices for eligible expenses to the disbursement agent in a timely manner in appropriate format and with supporting documentation sufficient for verification by the County and the prime contractor in accordance with the contract specifications.

RESPONSIBILITIES OF THE DISBURSEMENT AGENT:

The disbursement agent shall:

- Obtain verification from SBD that the CSBE is qualified to participate in the Program.
- Make the first payment of eligible expenses up to 10% of the CSBE's contract amount and subsequent proceeds of contract to participating CSBEs throughout the completion of the project.
- Verify that the labor and materials billed have been provided for the specific project, consulting with the project manager and/or the prime contractor.
- Disburse approved payments assigned to firms within two (2) business days upon receipt of payment from the County.
- Receive requisitions with supporting documentation from all of the CSBE firms' vendors and issue the disbursement on the CSBEs' behalf by joint checks.
- Monitor, analyze, and report contract progress and problems via paper trail to SBD and the project manager via monthly status reports to SBD.
- Report any improprieties to SBD and the project manager within one business day.
- Maintain up-to-date records and status reports of participating subcontractors, vendor/supplier contracts, change orders, and schedules to be readily available for the review or audit by SBD, surety, prime contractors and/or CSBE.
- Maintain a current comparison between the original job estimate and the actual cost of the CSBE contract, as provided by a schedule of values listing each line item, or contract line item, and be able to provide such reports within 1 business day.
- Establish a trust account solely for disbursing County funds. Upon approval of a payment requisition, the County will transfer the appropriate amount to the disbursement agent's account; subsequently, the disbursement agent will write a check to the participating CSBEs. Joint checks shall be made to vendor/suppliers.
- Submit approved invoices with supporting documentation sufficient for the County to review and approve pay for disbursement services.
- Comply with all applicable federal, state and local policies.
- Communicate with the project manager no less than once every three months to discuss progress of project, and make minutes of such meetings.
- Disburse contract proceeds for participating CSBEs through the completion of project.
- Upon written demand, return County funds to the County within five (5) business days.
- The complete requirements and responsibilities of the disbursement agent will be addressed in the disbursement agent's agreement with the County.

MINIMUM CRITERIA FOR DISBURSEMENT AGENTS

The minimum requirements for a disbursement agent shall include:

- Registered as a Miami-Dade County vendor
- Minimum of 5 years disbursement/banking experience
- Minimum of \$1 million in disbursements annually over a period of 5 years
- Minimum of \$3 million for each of the following policies:
 - Errors/Omission & Employee Dishonesty & Fiduciary Liability Insurance
 - Directors/Officers Insurance
- MTA Program training for at least one member of firm

DISBURSEMENT AGENT FEES

The disbursement agent's fee will be one percent (1%) of the total CSBE's contract amount on

contracts up to \$1,000,000: .5% on contract of \$1,000,001 to \$2,500.000 and .4% on contracts over \$2,500.000. There will be a minimum charge of one thousand (\$1,000.00) dollars on any CSBE contract. The aforementioned fees shall be subject to negotiation at the sole discretion of the County.

ELIGIBLE EXPENSES FOR FIRST DRAW/SUBSEQUENT DRAWS OF EXPEDITED PAYMENT

The disbursement agent shall disburse funds to eligible CSBE prime contractors and CSBE subcontractors upon receipt of a notice to proceed, as follows:

- Equipment purchases are not eligible unless the equipment is required by contract specifications to be acquired and incorporated into the project. Said equipment shall be in the name of the County or a portion of its life would be prorated for the job in accordance with accepted user department's contracts. If the equipment does not become a part of the asset built, then the equipment purchased shall be used exclusively for the County contract in order to be considered an eligible expense. Equipment rental charges may be considered an eligible expense to the extent the rental charge is prorated. Only the actual time the equipment is used on the project is eligible.
- On the first draw, the participating CSBE must furnish the disbursement agent with evidence of financial commitment or proper receipt for any eligible expense incurred on the job without a markup that can be reimbursed.
- Overhead, standby, delay or interference costs are not considered Eligible Expenses.
- Subsequent draws for remaining contract payments will be disbursed at least once a month by disbursement agent throughout the completion of the project.

RESPONSIBILITIES OF THE PRIME CONTRACTOR:

The Prime Contractor shall:

- Be responsible for the quality and accuracy of the work performed by the participating CSBEs.
- Notify the disbursement agent, the project manager and SBD of any problems involving the work of participating CSBEs in writing within one business day.
- Ensure that the CSBE subcontractors are identified by line item in each requisition. Once the prime's requisition is approved, the disbursement agent will disburse the CSBE subcontractor's portion.
- Advise the project manager of any unforeseen changes in the scope of work by change orders that may affect the participating CSBE's scope and/or contract amount.
- Confirm that the amounts to be disbursed conform to the actual work performed by the participating CSBE.
- The prime contractor and the surety shall have the right to object to any payments by of an invoice by the disbursement agent to a participating CSBE subcontractor upon the following conditions:
 - a. The dollar amount or specifications are not in accordance with its contract or subcontract terms;
 - b. The payment of the invoice amount would adversely affect the progress of the work stating the specified grounds; and
- Must approve or deny the request for expedited payment within three (3) business days concurrent to the County's review. Objections are to be directed to the disbursement agent and the project manager in writing within five (5) business days of notification of the expedited payment.

SBD will provide ongoing oversight and evaluation of the Program to ensure that procedures are adhered to and will recommend changes to improve and enhance Program with the assistance of the CSBE Advisory Board.

PROGRAM RESTRICTIONS

The following restrictions shall apply to the Program applicant:

- a. Any applicant who exceeds the CSBE Program size thresholds is prohibited from participating in this program.
- b. Applicants who have been identified through the Needs Assessment as needing MTA will be certified for such assistance for a period of two (2) years after identification of such need.

USE OF OTHER LOCALLY FUNDED ASSISTANCE AGENCIES

The Consultant shall utilize the services of other publicly and privately funded assistance agencies and non-profit agencies which can provide technical and financial services to small businesses required under this contract.

XXV. MANAGEMENT AND TECHNICAL ASSISTANCE PROGRAM:

A. SBD RESPONSIBILITIES

1. After being certified* by SBD in the CSBE Program, the CSBE will meet with the SBD Training Coordinator. The SBD Training Coordinator will:
 - a. Provide an overview of SBD functions;
 - b. Provide an overview of the CSBE program;
 - c. Provide the CSBE with a packet containing forms for the MTA, Bonding & Financial Assistance, and Mentor- Protégé Programs, as well as a Needs Assessment form.
 - d. Assist the CSBE in filling out the Needs Assessment form.

*Note - in some instances, firms applying for CSBE certification will be referred to the MTA Program for assistance before being certified.
2. The SBD Training Coordinator will review the CSBE Needs Assessment Form to determine what needs the CSBE has, and will make sure that the CSBE meets all eligibility requirements for the various programs.
3. If participation in the Mentor-Protégé Program is recommended, the SBD Training Coordinator will assist the CSBE in filling out the forms to register for that Program. SBD will review the list of registered Mentors and Protégés and recommend a Mentor-Protégé relationship for the CSBE. This recommendation will be forwarded to the CSBE Advisory Board, or a committee thereof, for their review. A tracking form will be submitted by Mentors and Protégés to keep status of their current relationship.
4. If participation in the Bonding & Financial Assistance Program is recommended, the SBD Training Coordinator will assist the CSBE in filling out the necessary forms. An appointment will be set up for the CSBE with the MTA consultant for further processing of the appropriate application(s).
5. If participation in the MTA Program is recommended, the SBD Training Coordinator will assist the CSBE in filling out the necessary forms. The CSBE will be directed to the various resources that will assist the CSBE in obtaining the assistance identified in the Needs Assessment; SBD staff will set up appointments with the appropriate resources for the CSBE and follow up at monthly intervals to assure compliance.
6. SBD staff will keep records and files on all CSBEs that have applied to participate in any of the SBD training or assistance programs. They will also set up appointments for CSBEs with the appropriate entities as applicable. SBD staff will also follow up with all such CSBEs to ensure that their needs have been met, to identify any issues or problems, and to determine how successful the programs have been.
7. SBD will coordinate regular workshops for CSBEs on how to do business with the County, to discuss County procurement processes and to develop specialized business related educational opportunities.
8. SBD is responsible for marketing of the CSBE Program and its various facets as well as for Community Outreach for the Program and for the CSBE Advisory Board.
9. SBD is responsible for providing various reports to the County Manager, the CSBE Advisory Board and the Board of County Commissioners. Such reports will include:
 - a. Bonding & Financial Assistance Program: number of clients that applied, number that received bonds and/or loans, amount of bond or loan;

- b. MTA Program: number of clients that applied, number of clients trained, number and amount of Business Plans and Accounting Services reimbursements, etc.
- c. Mentor-Protégé Program: number of clients that have signed up for the Program, number of current Mentor-Protégé Program relationships, progress to date on each current relationship, and number of successful completions.

B. CONSULTANT RESPONSIBILITIES

1. The Consultant will provide MTA to small businesses performing as prime contractors or subcontractors on Miami-Dade County construction contracts, or performing as vendors and providing services to Miami-Dade County. These services will be referred to as the "Program."
2. The Consultant will identify the needs of the Program participants and develop all applicable forms. Any small business that becomes a Program participant shall fill out an application and undergo a Needs Assessment performed by the Consultant. After the Needs Assessment is performed, the Consultant shall identify the applicant's needs such as MTA.
3. The Consultant shall also identify the applicant's need for Financial, Management and Bonding Assistance, and shall provide the applicant with such assistance. SBD may require that the applicant pursue and complete certain MTA Programs prior to obtaining approval for participation in programs such as the Financial and/or Bonding Assistance Programs.

C. PROGRAM REQUIREMENTS

The Program is divided into two segments, each designed to enhance the other components of the program to make the complete project functional. The following elements outline the minimum tasks required by the County to have an effective MTA, and Community Outreach Program:

1. MTA SERVICES

MTA services are provided based on need and tailor made to address those needs on a case-by-case basis. These services shall be offered to an applicant when it is determined by SBD and/or the Consultant that the inclusion of these services will enhance the bonding or financial assistance opportunities for firms which under normal procedures would not qualify for bonding or financial assistance.

The following represents the minimum services required by the County to be offered to the small businesses:

a. Pre-Award Services

1. Assist with pricing;
2. Assist with the preparation of the bid or proposal documents;
3. Analyze the specifications, bid and labor problems;
4. Assist with purchasing materials for the job;
5. Assist with the preparation of change orders, job budgets, and trade payment breakdown;
6. Assist with obtaining construction permits and subcontractor permits for subcontracts;
7. Assist interested and qualified small businesses that lack bonding and loan credit facility, to obtain bonding, loans and lines of credit;
8. Assist with construction scheduling;
9. Assist in quality control;
10. Assist with cost control;
11. Avoid time delays;
12. Assist in site management; and
13. Maintain a file of successful bid/proposal documents from past procurement and encourage Program participants to review and evaluate such documents.

b. Post-Award Services:

1. Attend pre-construction conference;
2. Monitor schedules, performance and compliance with construction management

- directives;
 - 3. Monitor and report routinely on contractor's progress and performance;
 - 4. Coordinate information regarding contractor's performance with General Contractor and Construction Manager/Inspector;
 - 5. Assist in conflict resolution;
 - 6. Assist when language is a barrier;
 - 7. Monitor work product and relations with suppliers and subcontractors;
 - 8. Review monthly draws and payment schedules;
 - 9. Monitor contractor's payroll and tax reporting functions;
 - 10. Prepare periodic reports for bonding and working capital providers;
 - 11. Prepare final report on contractor's performance; and
 - 12. Conduct debriefing sessions; at the request of unsuccessful bidders or at the discretion of SBD, on awarded contracts to explain why bids/proposals may have been unsuccessful.
- c. Access to Business Management Services including:
- 1. Business planning
 - 2. Financial planning
 - 3. Tax planning
 - 4. Marketing
 - 5. Contract procurement
 - 6. Franchising
 - 7. Cash flow management
 - 8. Pursuit of capitalization
 - 9. Creating/improving business image
 - 10. Computerization
 - 11. Receivables and payables management
 - 12. Entrepreneurial training
 - 13. Cost accounting methodology and practice
 - 14. Total quality management (TQM)
 - 15. Industrial and manufacturing development
 - 16. Distribution
 - 17. Inventory control
 - 18. Provide two computer workstations, accessible by the physically challenged
 - 19. Develop and design an electronic information system (i.e. electronic bulletin board or Internet Web Page) designed to benefit small businesses by providing information and links to resources including technical service providers, professional organizations and area chambers of commerce
 - 20. Establish Small Business Resource Library which includes:
 - a. On line computer services
 - b. video tutorials
 - c. magazines
 - d. books
 - e. reference materials
 - 21. Federal information support which includes:
 - a. current bidding opportunities
 - b. government literature on regulatory changes
 - c. timely information on available federal programs
 - 22. Provide newsletter which contains:
 - a. timely information on specialized training, seminars and conferences
 - b. "Client Classifieds" which helps match client services, identifies personnel, and markets special activities sponsored by Program clients
 - c. listing of vendors who have established special service delivery costs for Program participants
 - d. Other: Evaluate and provide feedback and suggested changes to the County

Mayor on construction related contracting and procurement processes within the County. Such processes include bid/proposal specifications, procurement policy, job performance requirements, dividing of contracts and purchase orders into smaller sizes to afford greater opportunities, general bidding requirements, bonding and insurance requirements, certification procedures, etc. Establish a Technical Assistance Account for each Program Participant upon completion of the Needs Assessment portion of the Program. This account is limited to \$2,500 per year, subject to availability of funds. Funds from this account may be used to pay for Technical Assistance Services not available through the County or through SBD (such as approved educational training programs, seminars, conferences, etc.).

D. COMMUNITY OUTREACH

SBD and the Consultant shall coordinate Community Outreach to stimulate the interest of the small business community in the Program. The Consultant must design and implement (with SBD) an outreach program that will communicate the advantage of the Program as well as convince potential participants that contracting opportunities exist. This outreach program must be approved, before implementation, by the County Mayor or designee. The program must demonstrate ongoing recruitment and assistance to small businesses. The following reflects the minimum Frequency of Consultant outreach services required during the contract period:

Programs	Frequency
Technical Workshops	Quarterly
*Organizational Outreach & minority publications	On-going Advertisement in major Monthly

*Organizational Outreach in the community includes briefing the local Chambers of Commerce, trade organizations and other agencies as deemed necessary to emphasize the purpose and assistance offered under the Program.

The Consultant shall provide the County Mayor or designee with a schedule of workshops or other related activities within 30 days of the planned event. These activities must be conducted within the Miami-Dade County area at locations and times, which will afford maximum attendance, by potential program participants. The Consultant shall also:

1. Communicate with contractors/vendors that are currently certified with the County under the CSBE Program or the Minority & Women-Owned Business Enterprise (MWBE) Program;
2. "Network" with local organizations to assure maximum exposure to potential contractors/vendors;
3. Develop a marketing/communications program to encourage participation by small businesses;
4. Develop a database of small businesses; and
5. Design and develop a program to disseminate information which will inform potential participants of the criteria, guidelines and benefits of the Program.

E. PROGRAM RESTRICTIONS

The following restrictions shall apply to the program applicant:

- a. Any applicant who exceeds the CSBE Program size thresholds is prohibited from participating in this program.
- b. Applicants who have been identified through the Needs Assessment as needing MTA will be certified for such assistance for a period of two (2) years after identification of such need.

F. USE OF OTHER LOCALLY FUNDED ASSISTANCE AGENCIES

The Consultant shall utilize the services of other publicly and privately funded assistance agencies and non-profit agencies which can provide technical and financial services to small businesses required under this contract.

XXVI. CSBE ADVISORY BOARD

The CSBE Advisory Board, created by Ordinance 97-52, as amended and its membership, appointed by the Board of County Commissioners, consists of one each of the following:

1. one member from the list of recommended appointees submitted by the Allied Minority Contractor's Association, Inc.;
2. one member from the list of recommended appointees submitted by the South Florida Chapter of the Associated General Contractors of America;
3. one member from the list of recommended appointees submitted by the BAC Funding Corporation;
4. one member from the list of recommended appointees submitted by the Construction Association of Florida, Inc.;
5. one member from the list of recommended appointees submitted by the Engineering Contractor's Association of South Florida, Inc.;
6. one member from the list of recommended appointees submitted by the Latin Builder's Association;
7. one member from the list of recommended appointees submitted by the Underground Contractor's Association of South Florida, Inc.;
8. one member from the list of recommended appointees submitted by the Miami- Dade Chamber of Commerce;
9. one member from the list of recommended appointees submitted by the Contractor's Resource Center;
10. one member from the list of recommended appointees submitted by the UPPAC;
11. one member from the list of recommended appointees submitted by the National Association of Black Women in Construction;
12. a representative of the local bonding industry;
13. a representative of the local banking and financial industry;
14. a representative of CSBE Association and
15. a certified CSBE.

The term of each member shall be two (2) years. Members shall serve without compensation.

The Advisory Board is created for the purpose of providing general program oversight and assisting SBD in tracking and monitoring the results and effectiveness of the CSBE Program. The Advisory Board shall not assume SBD's administrative or other responsibilities. The Advisory Board may serve as liaison between Program participants and the local business community, recommend additional Program Incentives, participate in the recruitment of prospective participants for the CSBE program, and review and report on the Program's progress. The Advisory Board, in accordance with Section 10-33.02 of the Code of Miami-Dade County, as amended, shall recommend to the County Commission the maximum length of time a CSBE may participate in the program.

Sections 2-11.1(c) and (d) of the Conflict of Interest and Code of Ethics Ordinance of Miami-Dade County are waived for Advisory Board members for transactions arising from the exercise of those powers given the Advisory Board by this ordinance.

This Implementing Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

County Mayor

Schedule 4.25

Form of Rental Regulatory Agreement

This instrument was prepared by:

(Space reserved for Clerk of the Court)

**WORKFORCE HOUSING DECLARATION OF RESTRICTIVE
COVENANTS AND WORKFORCE HOUSING AGREEMENT**

This Workforce Housing Declaration of Restrictive Covenants and Workforce Housing Agreement (the “Declaration”) is made as of the [____] day of [____], 20[____], by [Palmetto Crossings, LLC, a Florida limited liability company] (the “Declarant”), the owner of that certain property (“Property”) located in Miami-Dade County, Florida, which is more particularly described in Exhibit “A” attached hereto and made part hereof.

RECITALS

WHEREAS, the Miami-Dade Housing and Community Development Department administers the Workforce Housing Development Program pursuant to chapter 17, article IX, of the Code of Miami-Dade County, and regulations established with respect to article IX of chapter 17 are collectively referred to hereinafter as the “Ordinance”); and

WHEREAS, Miami-Dade County (the “County”) is the owner of approximately 5.78 acres of real property located adjacent to the Palmetto Metrorail Station at 7701 NW 79th Avenue, Medley, Florida (the “Property”); and

WHEREAS, the County is authorized pursuant to Sections 125.379, Florida Statutes, to lease County-owned property for the development of permanent affordable and workforce housing to households whose incomes do not exceed one hundred twenty percent (120%) of Area Median Income, and to lease property to not-for-profit organizations for community welfare purposes; and

WHEREAS, the County has approved a Development Agreement with Res-Des Palmetto LLC (the “Developer”), for the development of a multi-phase, transit-oriented mixed-use workforce housing project on the Property; and

WHEREAS, the Development Agreement provides for the construction of a minimum of approximately 929-unit residential development to be constructed in up to three phases pursuant

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to separate 90-year ground leases, together with ancillary retail, office, and parking facilities, of which 440 residential units will be constructed in Phase 1 (the “Project”); and

WHEREAS, one hundred percent (100%) of the residential units within the Project are required to be maintained as workforce housing units affordable to households earning up to 120% of Area Median Income for the entire 90-year term of each ground lease, subject to applicable regulatory requirements; and

WHEREAS, the County and Declarant acknowledge and intend that the Project fully satisfies and complies with the requirements of Section 196.19782, Florida Statutes, including subsection (2)(b) requiring a newly constructed multifamily project containing more than seventy (70) affordable units, and subsection (2)(c), as amended to include subparagraph (2)(c)(2), extending eligibility to property formerly owned by a governmental entity and conveyed or made available for the development of affordable housing, provided such property is subject to a recorded restrictive use agreement requiring the continued provision of affordable housing for a period of at least thirty (30) years; and

WHEREAS, the parties expressly intend that the affordability restrictions, income limitations, rent limitations, and regulatory compliance obligations imposed by this Declaration shall constitute and be interpreted as the required “restrictive use agreement” under Section 196.19782, Florida Statutes, thereby preserving eligibility for ad valorem tax exemption treatment for qualifying portions of the Project, subject to approval by the applicable property appraiser; and

WHEREAS, the County desires to ensure that the workforce housing affordability restrictions, income limitations, occupancy requirements, set-asides, and other public benefit obligations required under the Development Agreement and ground leases shall run with the land and remain binding for the full term of the applicable 90-year lease; and

WHEREAS, this Declaration is intended to encumber the Property and the workforce housing units constructed thereon in order to secure compliance with the affordability, eligibility, rent limitation, reporting, monitoring, and other requirements approved by the County in connection with the Project;

WHEREAS, pursuant to the Ordinance, WHUs must be provided for sale or lease to Qualified Households, all in accordance with conditions set forth in the Ordinance; and

WHEREAS, the Declarant makes this Declaration to provide covenants and restrictions to ensure that the four hundred and forty (440) WHUs located on the Property are at all times available for occupancy by Qualified Households as hereinafter defined.

NOW, THEREFORE, TO ASSURE the County that the obligations and requirements set forth in the Ordinance will be abided by, the Declarant, on behalf of itself and its successors and assigns, freely, voluntarily, and without duress hereby makes the following Declaration of Restrictive Covenants and Workforce Housing Agreement covering and running with the Property,

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which shall bind the Declarant, any assignee, mortgagee, or buyer, and all other parties that receive title to, or interest in, the WHUs.

1. The foregoing recitals are true and correct and are incorporated herein.

2. **Definitions.**

(a) “Area Median Income” means the median income level for the Miami-Dade County Metropolitan Statistical Area, as established and defined in the annual schedule published by the Secretary of the U.S. Department of Housing and Urban Development, and adjusted for household size.

(b) “Certificate of Qualification” means a certificate issued by the Department or qualified designee establishing a qualified household’s eligibility to rent a WHU.

(c) “Control Period” means each 30-year period during which the affordability restrictions shall apply, which period shall commence from the date the Covered Development and Workforce Housing Units are available for public occupancy as evidenced by the issuance of certificate of occupancy or temporary certificate of occupancy for the Covered Development.

(d) “Covered Development” means the WHUs that shall be developed on the Property.

(e) “County” means Miami-Dade County.

(f) “Department” means, unless otherwise indicated, the Miami-Dade Housing and Community Development Department, or any other successor agency.

(g) “Housing Director” means, unless otherwise indicated, the Director of the Department, or the Director’s designee.

(h) “Eligible Household” means a household whose total income is 60% and up to 120% of Area Median Income.

(i) “Eligible Household Income” means any income derived by any proposed occupants of a WHU who are 18 years of age or older and who will use the WHU as their primary residence.

(j) “Household” means any natural person who occupies a WHU as their primary residence.

(k) “Market Rate Dwelling Units” means all additional dwelling units in a development that are not WHUs as defined herein.

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(l) “Qualified Household” means an eligible household that has received a certificate of qualification from the Declarant, as verified by the Department.

(m) “WHU” means a workforce housing unit.

(n) “Workforce Housing Rent” or “WHU Rent” means rents that do not exceed the maximum monthly Rent Limit as determined for Miami-Dade County by the U.S. Department of Housing and Urban Development in its annual income Limits and Rent Limits and as used by the Florida Housing Finance Corporation for its multifamily rental programs (published annually at <http://www.floridahousing.org>).

3. **Covered Development.** The Covered Development consists of 440 WHUs located on the Property which shall be identified on an annual inventory of WHUs to be provided to the Department.

4. **Leasing of WHUs During Control Period.** WHUs shall be leased only to Qualified Households during the Control Period. Qualified Households shall be provided leases of a minimum period of 12 months, which shall comply with all applicable federal and state laws. WHU leases shall, at minimum, include: (i) provisions that specify the maximum household size allowed in the unit; (ii) a prohibition against subleasing; and (iii) a requirement that qualified household shall report any changes in household size or income during his or her tenancy.

5. **Eligibility to Rent.** The Covered Development may only be rented, before the expiration of the Control Period, by Qualified Households to be used as primary residences for those households. Prospective Eligible Households seeking to rent a WHU shall complete and execute the Certificate of Qualification as part of their unit lease application. Upon determination of eligibility by the Declarant, the Declarant shall sign the Certificate of Qualification confirming that the Eligible Household is a Qualified Household. Completed copies of the Certificate of Qualification, executed by the Declarant or their designee, shall be transmitted to the Department for a verification of eligibility. The property manager or property owner of the Covered Development shall retain the original Certificate of Qualification on site in the Qualified Household’s file and provide a copy of the same to the Department. Copies of documents provided by the Eligible Household evidencing their earnings shall be retained in the Qualified Household’s file along with the Certificate of Qualification.

6. **Validity and Issuance of Certificates of Qualification.** Certificates of qualification shall be issued by the Declarant, subject to verification by the Department, within 10 days of completion of application package and shall be valid for 12 months.

7. **Limits on WHU Rents.** Rents for WHUs shall be affordable to households whose income is 60 percent and up to 120 percent of area median income (determined at the time of initial occupancy), which shall be adjusted for family and unit size. Before the expiration of the Control Period, WHUs may only be rented at rents that do not exceed the maximum monthly Rent Limit as determined for Miami-Dade County by the U.S. Department of Housing and Urban Development in its annual income Limits and Rent Limits as the same are used by the Florida

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Housing Finance Corporation for its multifamily rental programs. The maximum initial approved rental rates for this property and unit size and description are indicated in Exhibit B attached hereto.

8. **Monitoring of WHU Compliance.** Declarant shall comply with all monitoring requirements established by the Department. The Department may conduct, upon 48-hours' notice to the Declarant, an on-site inspection of the Covered Development to review client files for income verification. If a Qualified Household's Eligible Household Income increases above the maximum allowed income levels or a rented WHU is found to be non-compliant, the household may choose to remain in the WHU for the remaining term of the lease, and the property owner or manager shall make the next comparable vacant unit at the Covered Development available to an eligible household at the WHU rent. Declarant shall pay to the Department such fees for monitoring as set forth in the Department's Monitoring and Compliance Unit Per Unit Cost Schedule attached as Exhibit C, which has been approved by the Miami-Dade County Board of County Commissioners.

9. **Occupancy Report.** Declarant shall, on an annual basis, furnish the Department with an occupancy report, which provides the following information: (a) a list of all occupied WHUs, indicating composition of each resident family, as of the end date of the reporting period; (b) a list of all vacant WHUs, as of the end date of the reporting period; (c) the total number of vacancies that occurred during the reporting period; and (d) the total number of WHUs that were re-rented during the reporting period, stating family size and income. The Declarant shall permit Department representatives to conduct on-site inspection of the Covered Development, upon 48-hours' notice, to review tenant files for income verification.

10. **Annual Report.** The Declarant shall provide an annual report to the Department every January, confirming that all of the WHUs are being leased to Eligible Households. The form of such annual report shall be substantially in the form of Exhibit D attached hereto.

11. **Re-Sale of Covered Development During Control Period.** Although the Declarant is permitted to sell its interest in the Property at all times, the Declarant hereby agrees that the WHU and rental restriction requirement outlined herein shall continue to apply to the Covered Development following any sale or transfer of the Covered Development through the expiration of the Control Period.

12. **Condominium Conversion.** If the Property is converted into a condominium or other "for sale" project (other than by a subsequent owner after a foreclosure sale of an Eligible Mortgage or deed in lieu of foreclosure transfer of ownership), then prior to entering into the first contract for sale of a WHU as a "for sale" unit, the Declarant shall enter into a new covenant in favor of the County for a "for sale" project in accordance with the current restrictions for such units as established by the Department and shall require all purchasers to abide by the restrictions. Such covenant shall grant to each Qualified Household occupying a WHU, at the time the Declarant is required to provide a notice of intended conversion in accordance with section 718.608 of the Florida Statutes and section 17-01 of the Code of Miami-Dade County, a right of first refusal to purchase the WHU. Such covenant shall also grant to the County, among other things, the County's right of first refusal to purchase any or all of the WHUs in the event that a

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Qualified Household does not purchase the WHU within six months from the first date Declarant or its successors or assigns offers the WHU for sale. In the event Qualified Households or the County do not exercise their right of first refusal option, the Declarant shall continue to market and sell or rent such WHUs to Qualified Households throughout the Control Period.

13. **Expiration of Control Period.** The Control Period shall expire 30 years from the date when the WHUs forming part of the Covered Development are first placed into service, as evidenced by the issuance of a certificate of occupancy or temporary certificate of occupancy by a local government agency authorizing the use of the WHUs as primary residences. Upon the expiration of the Control Period, the County shall record in the Public Records of Miami-Dade County an instrument releasing the Covered Development from its obligation to provide WHUs, and the Declarant, or its successors and assigns, may freely lease or sell the Property or individual units at the market rate.

14. **Prior Notice of Initial Offering for Rent.** At least 60 days prior to the initial offering of WHUs for lease, the Declarant shall provide the Department with notice of its intention to commence leasing. The notice shall set forth the number, size, rents, and location of the WHU units. Following the transmittal of the notice of Declarant's intention to commence leasing and the initial lease of the WHUs, any subsequent offering of a WHU for lease shall not be subject to the notice requirements set forth in this paragraph. The Declarant and its agents or representatives shall also provide the Department with the contact information for the Declarant and its agents and representatives.

In accordance with Miami-Dade County's Implementing Order 3-60, in the event that no Qualified Household is located to rent a particular WHU within six months from the date the WHU is first offered by the developer or other property owner, Declarant or such other property owner shall inform the Department of steps taken to market the WHU. Although the Department will work with Declarant or such other property owner to locate a Qualified Household to rent the WHU, the Declarant or such other property owner shall remain obligated to rent the WHU to a Qualified Household and to comply with this Declaration required by the Ordinance for a time equivalent to the initial control period, unless the Department Director approves a shorter time upon a showing that the Declarant or such other property owner has been unable to rent to a qualified household after making a good faith effort over a reasonable period of time. Alternatively, Declarant or such other property owner may at any time pay the WHU contribution-in-lieu fee that would have been assessed at the time of issuance of the first building permit for the development and shall thereafter be entitled to a release from the obligation of providing the WHU.

15. **Discrimination.** The Declarant shall comply with all applicable federal, state and local laws prohibiting discrimination based on race, color, religion, sex, national origin, or other protected characteristic, including, but not limited to, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1964, the Equal Protection Clause of the Fourteenth Amendment, and the Florida Civil Rights Act, and will take affirmative action to ensure that Eligible Households are afforded equal housing opportunities without discrimination. For purpose of clarity, the foregoing limitations shall not be construed to preclude the Declarant from denying an Eligible Household an opportunity to lease a WHU unit

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based upon such factors as the Eligible Household's poor credit history or their inability to demonstrate household income sufficient to pay the WHU Rents and any other financial obligations.

16. **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof pursuant to a lawful permit issued by the County (or any successor municipality), and inspections made and approval of occupancy given by the County (or any successor municipality), then such construction, inspection, and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

17. **County as Beneficiary.** The County is the beneficiary of this Declaration; and, as such, the County may enforce these restrictive covenants by action at law or in equity, including without limitation, a decree of specific performance or mandatory or prohibitory injunction, as well as civil penalties as provided in the Code of Miami-Dade County, Florida.

18. **Modification, Amendment, Release.** The Declaration of Restrictions may be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgages, if any, provided that the Department consents to the modification, amendment, or release.

19. **Recording of Covenants and Declarations.** The Declarant shall record this Declaration in the Public Records of Miami-Dade County, Florida. The County shall have the right to enforce and maintain in full force and effect, the terms, conditions, and requirements of this Declaration.

20. **Severability.** Invalidation of any one of these covenants by judgment of Court shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the Miami-Dade County, Florida shall be entitled to revoke any approval predicated upon the invalidation portion.

21. **Laws and Venue.** This document shall be construed in accordance with the laws of Florida and venue shall be Miami-Dade County, Florida.

22. **Survival.** This Declaration shall survive any proceedings in foreclosure, bankruptcy, probate or any other proceedings at law or in equity.

23. **Headings.** The headings herein are for reference purposes only and shall not affect the meaning or interpretation of the terms and conditions hereof.

[Signature page to follow]

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IN WITNESS WHEREOF the undersigned have caused these present to be signed in its name on this [] day of [], 20[].

PALMETTO CROSSINGS, LLC, a Florida
limited liability company

Witness

By:_____

Printed Name

Name:

Printed Address

Title:

Witness

Printed Name

Printed Address

STATE OF FLORIDA)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, ____, by _____, as _____ of PALMETTO CROSSINGS, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name:_____
Notary Public, State of Florida
Commission #:_____
My Commission Expires:_____

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EXHIBIT A

Legal Description

A PORTION OF TRACT "A" OF PALMETTO STATION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 167 PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF SAID TRACT A; THENCE N 89°37'29" E ALONG THE SOUTH LINE OF SAID TRACT A FOR 1192.39 FEET; THENCE N 00°22'00" W FOR 291.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°22'00" W FOR 216.83 FEET; THENCE N 89°38'04" E ALONG A LINE 21.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT "A" FOR 339.88 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 50.00 FEET A CENTRAL ANGLE OF 88°35'33" FOR AN ARC DISTANCE OF 77.31 FEET TO A POINT OF TANGENCY; THENCE S 01°46'33" E ALONG A LINE 20 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID TRACT "A" FOR 110.32 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00, FEET A CENTRAL ANGLE OF 90°00'19" FOR AN ARC DISTANCE OF 78.54 FEET TO A POINT OF TANGENCY; THENCE S 88°13'46" W FOR 316.24 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT CONCAVE TO THE NORTH, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 06°30'01" FOR AN ARC DISTANCE OF 22.69 FEET TO A POINT OF TANGENCY; THENCE N 85°16'08" W FOR 5.02 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN THE TOWN OF MEDLEY, MIAMI DADE COUNTY FLORIDA.

CONTAINING 82,578 SQUARE FEET OR 1.90 ACRES PLUS OR MINUS.

EXHIBIT B

Rents:

Number of Units	Type	AMI	Gross Rent	Utility	Net Rent
7	Studio	60%	\$1,302	N/A	\$1,302
3	1 Bedroom	60%	\$1,394	N/A	\$1,394
3	2 Bedroom	60%	\$1,672	N/A	\$1,672
7	1 Bedroom	80%	\$1,859	N/A	\$1,859
8	2 Bedroom	80%	\$2,230	N/A	\$2,230
18	1 Bedroom	100%	\$2,323	N/A	\$2,323
17	2 Bedroom	100%	\$2,787	N/A	\$2,787
20	Studio	120%	\$2,604	N/A	\$2,604
199	1 Bedroom	120%	\$2,788	N/A	\$2,788
126	2 Bedroom	120%	\$3,345	N/A	\$3,345
16	3 Bedroom	120%	\$3,867	N/A	\$3,867
12	Studio	YOUTH FOSTER	\$500	N/A	\$500 ₁
4	2 Bedroom	YOUTH FOSTER	\$1,000	N/A	\$1,000 ₂

At the discretion of the County, up to twenty percent (20%) of the rental units, per project, may be designated for Housing Choice Voucher (Section 8) subsidy, either project-based or tenant-based. The owner shall not deny housing opportunities to eligible, qualified Housing Choice Voucher (Section 8) applicants referred by the County, unless good cause is documented by the owner and submitted to the County.

1 Youth Foster studio rental units will be rented on a rent-free basis to the residents thereof however, the owner will be permitted to receive rent subsidies, directly or indirectly on behalf of the eligible residents, for such units (such as, without limitation, affordable housing vouchers) and/or charge the rent for such units to the organization operating the youth housing program or other third parties.

2 Youth Foster 2-bedroom rental units will be rented on a rent-free basis to the residents thereof however, the owner will be permitted to receive rent subsidies, directly or indirectly on behalf of the eligible residents, for such units (such as, without limitation, affordable housing vouchers) and/or charge the rent for such units to the organization operating the youth housing program or other third parties.

Phase I of Palmetto Metrorail Station Lease

EXHIBIT C

Housing and Community Development Monitoring and Compliance Unit Service Fee Schedule/Cost Per Unit Fiscal Year 2024-2025				
ACTIVITY	UNIT COST	Comments		This Year's Fee Increase
Inspection	\$36.51	Housing Quality Standards Review		\$36.51
File Review	\$61.05	Eligibility, Income, and Rental Calculation Review		\$61.05
Administrative	\$36.88	Supervisory Oversight		\$36.88
Travel	\$6.46	Car and Public Transportation Pass		\$6.46
Overhead	\$9.67	Rent, Phone, Supplies		\$9.67
Total Per Unit Cost*	\$150.57			
*Cost shall increase subject to change based on HCD's administrative costs.				
Examples:			# of Files	
A: Cost to conduct a 10 Unit Review for a project would be \$1,505.70			10	
B: Cost to conduct a 30 Unit Review for a project would be \$4,517.10			30	

EXHIBIT D

Form of Annual Compliance Report

Workforce Housing Compliance Report

This Compliance Report (this “Report”), dated effective as of the _____ day of _____, 20__ (the “Effective Date”), is executed and delivered by _____ (“Owner”).

This Report is made pursuant to that certain Workforce Housing Declaration of Restrictive Covenants and Workforce Housing Agreement dated as of _____, 2024 and recorded in Official Records Book _____, Page _____ in the Public Records of Miami-Dade County, Florida (the “Declaration”), which Declaration encumbers the Property. Capitalized terms used in this Report without definition shall have the meanings given to them in the Declaration.

Owner hereby certifies to Miami-Dade County, Florida (the “County”) as follows as of the Effective Date:

1. Owner certifies that the individual executing this Report on behalf of Owner has the power and authority to do so and such individual is familiar with the Property and is in an official position on behalf of Owner to confirm the truth and accuracy of the following certification.
2. All of the WHUs are being leased to Eligible Households.

The individuals executing this Report on behalf of Owner shall have no personal liability under this Report, all such liability being that of the Owner.

By: _____
Name: _____
Title: _____

EXHIBIT E

Prepared by and after recording return to:

**RELEASE OF WORKFORCE HOUSING DECLARATION OF RESTRICTIVE
COVENANTS AND WORKFORCE HOUSING**

This Release or Partial Release of Workforce Housing Declaration of Restrictive Covenants and Workforce Housing Agreement (this "Release") is made on _____ to be effective on _____ (the "Effective Date"), by Miami-Dade County (the "County").

Whereas, the County hereby terminates and releases in full or in part as of the Effective Date that certain Workforce Housing Declaration of Restrictive Covenants and Workforce Housing Agreement dated _____, 20__, recorded on _____, 20__, in Official Records Book, Page ____ of the Public Records of Miami-Dade County, Florida (the "Declaration"), which Declaration relates to that certain real property legally described in Exhibit A attached hereto located in the City of Hialeah (the "Property"); and

Whereas, the County hereby confirms that the Declaration is hereby terminated and released in full or in part as of the Effective Date and that the Property is hereby released as of the Effective Date from any and all covenants, restrictions, conditions and other matters contained in the Declaration.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties intending to be legally bound, do hereby agree as follows:

1. The recitations heretofore set forth are true and correct and are incorporated herein by this reference.
2. The Declaration is hereby released and rendered null, void and of no further force and effect.

[Remainder of page intentionally left blank; signature page to follow]

Phase I of Palmetto Metrorail Station Lease

ATTEST:
Juan Fernandez-Barquin
Clerk of Court and Comptroller

MIAMI-DADE COUNTY
a political subdivision of the State of Florida

By: _____
Name: _____
Title: _____

By: _____
(Deputy Clerk's Signature)
Print Name: _____
Date: _____

Approved for form and legal sufficiency

By: _____
Name: _____
Assistant County Attorney

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ on behalf of Miami-Dade County, a political subdivision of the State of Florida, who is ☐ personally known to me or ☐ who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name:

Notary Public, State of Florida
Commission #:

My Commission Expires: ____

Schedule 11.2.B

Conditions Precedent to Redevelopment

A. The following conditions precedent shall be satisfied prior to the commencement of any Redevelopment of the Lease Phase or any portion thereof, in addition to the conditions set forth in Section 11.2 of this Lease:

(1) Tenant shall have completed the DTPW submittal and review process by submitting Preliminary Plans for the Redevelopment at the appropriate stage pursuant to Section 4.5 of this Lease and shall have received DTPW written approval of such Preliminary Plans.

(2) Tenant shall submit to Landlord evidence of a financing term sheet or similar agreement, or other evidence, in a form reasonably acceptable to Landlord, that Tenant has received from one or more Lenders, Mezzanine Financing Sources, or equity providers an expressed interest to finance the cost of construction of the Redevelopment or the applicable portion thereof.

(3) Tenant shall have contacted all appropriate utilities and verified the location, depth, and nature of all utilities affecting the Demised Premises or the portion thereof subject to the Redevelopment, and any borders thereupon.

(4) Tenant shall have delivered to Landlord a fully executed copy of the construction contract for the Redevelopment or the applicable portion thereof, or, in the event that Tenant utilizes a design-build contract or other alternative delivery model, a copy of the fully executed design-build contract or other such agreement, as applicable.

(5) Tenant shall have obtained, and caused its general contractors, construction managers, architects, engineers, and subcontractors, as applicable, to obtain insurance as required

Phase I of Palmetto Metrorail Station Lease

under Article 7 of this Lease and delivered to Landlord certificates evidencing such insurance naming County as an additional insured and loss payee.

(6) Tenant shall have obtained all Governmental Approvals necessary for the Redevelopment.

(7) If required by Laws and Ordinances or the approved Redevelopment plans, in coordination with DTPW, Tenant shall have platted or re-platted the Demised Premises, as necessary, at Tenant's sole cost and expense.

(8) Tenant shall have executed and delivered to Landlord a payment and performance bond, or Alternative Security, for the Redevelopment in accordance with Section 1.5 of this Lease.

(9) Tenant shall have applied for and obtained any and all zoning changes, land use planning changes, Permits, licenses, easements, property rights, and approvals necessary to begin construction of the Redevelopment.

(10) Tenant shall be current on all Rent, Additional Rent, and any other amounts due and payable to Landlord under this Lease.

(11) Tenant and Landlord shall have completed the rent adjustment process described in Section 11.3 of this Lease, including the determination of a new Annual Rent, and shall have agreed upon the terms applicable to the Redevelopment Period as set forth in Section 11.4 of this Lease, and to the extent required by a Lender or Mezzanine Financing Source, the Parties shall have negotiated in good faith a separate parking agreement or amendment memorializing the requirements of both Parties with respect to the Parking Garage during the Redevelopment, which agreement shall be consistent with the requirements of this Lease.

(12) Tenant and Landlord shall have identified any County tenant and defined parameters of any County Facilities or systems, Public Areas, County maintenance areas, or other

Phase I of Palmetto Metrorail Station Lease

restrictions or areas that may be affected by the Redevelopment, and such parameters shall have been incorporated into an amendment to this Lease, an easement, or other appropriate document to be executed prior to the commencement of the Redevelopment.

B. Tenant and Landlord agree that all Construction Plans for the Redevelopment, and any plans for construction that may impact any Palmetto Station Property or County facilities and/or operations thereof, shall be subject to the review and approval of DTPW to assure the public safety and the integrity and operation of County facilities and systems. Precedent to any proposed construction, excavation, demolition, restoration, testing, or staging in connection with the Redevelopment, Tenant shall submit to the DTPW Right-of-Way, Utilities and Joint Development Division through the DTPW Director, or his or her designee, three (3) copies of the final design plans, drawings, and calculations showing the relationship between the proposed Redevelopment activities and County facilities. Landlord shall have sole discretion to determine the type and nature of any such plans, drawings, calculations, or other documentation required for Landlord's review and approval process. The drawings and calculations shall have sufficient detail to allow DTPW to determine if such activities are likely to impact County facilities (including any utilities that connect to County facilities) and/or operations and the extent of that impact, if any. The drawings and calculations shall include, but not be limited to, the following, as applicable:

- 1) Site plan;
- 2) Drainage area maps and calculations;
- 3) Sheet piling and shoring drawings and calculations;
- 4) Architectural drawings for all underground levels through the top floor;
- 5) Sections showing foundations in relation to County structures;
- 6) Structural drawings;

Phase I of Palmetto Metrorail Station Lease

- 7) Pertinent drawings detailing possible impacts to County facilities (including any utilities that may impact County facilities);
- 8) Geotechnical reports;
- 9) Settlement monitoring, mitigation and remediation plan, if applicable; and
- 10) Proposed sequence of Redevelopment activities.

C. Any such proposed construction, excavation, demolition, restoration, testing, or any other work in connection with the Redevelopment may commence only after DTPW has completed its review and the DTPW Director or designee has issued written approval of the plans, drawings, and calculations. Notwithstanding anything herein, all proposed construction shall be in compliance with the latest edition of the Department of Transportation and Public Works Adjacent Construction Manual and the Miami-Dade Transit Construction Safety Manual or their replacements, as applicable.

D. Landlord shall review the Construction Plans, drawings, and calculations described in subsection (B) above within a reasonable period of time; however, such review periods may depend upon the volume, complexity and potential impact on County facilities and operations thereof. Notwithstanding the foregoing, in the event that such review takes longer than thirty (30) business days after delivery thereof to the Landlord, any additional time required for the Landlord to review and approve such Construction Plans, drawings, and calculations shall be governed by the provisions of Section 4.5(E) of this Lease. Landlord reserves the right at all times to disapprove of the Construction Plans, drawings, and calculations referenced in subsection (B) above in whole or in part if Landlord, in its sole discretion, determines that County facilities or operations thereof, other public or private facilities or operations, or County tenants may be unacceptably impacted and/or to request additional information. If the Landlord, in its sole discretion, determines that

Phase I of Palmetto Metrorail Station Lease

activities undertaken or authorized by the Tenant or planned to be undertaken or authorized by the Tenant may impact County facilities or operations thereof, other public or private facilities or operations, or County's tenants, the Landlord may require the Tenant to submit a plan to monitor, mitigate, and remediate any such impacts. The plan may call for the alteration, relocation, or replacement of County and/or private facilities, either temporary or permanent, and with measures required to maintain County and/or private operations including coordination for the use of County employees or representatives required to monitor and coordinate such activities, if required. The plan must be approved by Landlord in writing prior to the commencement of any such activities and Tenant shall reimburse Landlord for all such actual costs incurred by Landlord upon demand, including but not limited to for relocation, alteration, and repairs, and the use of County employees and/or representatives required to monitor such activities. If directed by the Landlord, the Tenant must promptly mitigate all such impacts as specified by the Landlord and Tenant shall promptly remediate all damage or impacts caused by activities performed or authorized by the Tenant, to the satisfaction of the Landlord, at Tenant's sole cost and expense.

E. If such Redevelopment activities cause disruption or interruption to normal County operations at the Palmetto Station Property, the Tenant shall pay all costs incurred by the Landlord in providing replacement and/or alternative services. Additionally, the Landlord shall have the right to slow or stop any activities that the Landlord, in its sole and reasonable discretion, determines to be potentially hazardous to County facilities, operations thereof or to Miami-Dade County employees, patrons or to the public and to require the Tenant to implement appropriate safety measures as deemed necessary by the Landlord at the sole cost of the Tenant. Landlord shall not incur any expense as a result of such actions.

Phase I of Palmetto Metrorail Station Lease

Schedule 23.25(2)

Form of HUD Lease Addendum

[see attached]

Schedule 23.25(2)

MDC352

Lease Addendum - Multifamily

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0598
(Exp. 9/30/2021)

Public Reporting Burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

Project Name: _____
HUD Project No: _____

THIS **LEASE ADDENDUM** is attached to and made part of that certain Lease for Joint Development at Palmetto Station– Phase I entered into on the ____ day of _____, _____, between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, through the Miami-Dade- Department of Transportation and Public Works ("**Landlord**") and [PALMETTO CROSSINGS, LLC, a Florida limited liability company] ("**Tenant**") (collectively, the "**Parties**") (the "**Ground Lease**").

The Lease Addendum is required in connection with a mortgage loan insured by the U.S. Department of Housing and Urban Development ("**HUD**") for multifamily projects pursuant to the National Housing Act, as amended, found at 12 U.S.C. § 1701, *et seq.* ("**Act**"), and made by the following HUD-approved lender, _____, ("**Lender**"). The insured loan is being made by Lender to Tenant for the purpose of financing the development of the Project and the loan is secured by a Security Instrument on the leasehold estate set forth in the Ground Lease.

Tenant was formed for the purpose of developing the Project. Landlord and Tenant have entered into the Ground Lease toward the same purpose. Accordingly, Landlord and Tenant have executed a [joinder rider to the Security Agreement]¹ subjecting the leasehold estate set forth in the Ground Lease to the lien of the Security Instrument. In connection with such joinder, Landlord and Tenant have entered into this Lease Addendum.

The definition of any capitalized term or word used in this Lease Addendum and not otherwise defined can be found in the Security Instrument and/or Note between Lender and Tenant; or the Regulatory Agreement between Tenant and HUD. The terms "HUD" and "Lender" as used in the Lease Addendum shall also include their successors

¹ The joinder rider and related documentation will be provided to the County prior to closing on the loan.

and assigns, and the Tenant is the same legal entity as the Borrower under the Security Instrument. All references to “days” in this Lease Addendum shall mean calendar days.

Notwithstanding anything else in the Ground Lease to which this Lease Addendum is attached, and for valuable consideration, the receipt and sufficiency of which the Parties hereto hereby acknowledge and agree, and to induce the Lender to make the Loan to the Tenant described in the Security Instrument, and to induce HUD to insure said Loan, so long as this leasehold estate is subject to a security instrument insured, reinsured, or held by HUD or given to HUD in connection with a resale, or the Property is acquired and held by HUD because of a default under the Security Instrument, Landlord and Tenant acknowledge and agree to the following provisions.

The leasehold estate consists of the ground (land) only; all buildings, improvements, alterations and fixtures now or in the future located thereon are owned in fee simple by the Tenant. As such, the term “**Property**” means the legally described land subject to the Ground Lease **except** the buildings, improvements, alterations and fixtures now or in the future located on the land.

1. Compliance with HUD Requirements. Pursuant to the Act, the following provisions may not be waived under any circumstances, whether for a new ground lease or an existing ground lease:

- (a) the term of the Ground Lease and all other Ground Lease provisions comply with the section of the Act and related federal regulations under which the Note is endorsed for mortgage insurance;
- (b) the Landlord owns the Property in fee simple, and the leasehold estate is granted directly by the Landlord to the Tenant;
- (c) the leasehold estate underlying the Ground Lease constitutes a mortgageable real property interest under state law;
- (d) the Ground Lease and related Ground Lease documents do not conflict with any Program Obligations^[1] promulgated by HUD with respect to such mortgage insurance; and
- (e) all ground rent amounts have prior written approval by HUD.

2. Modifications. The Ground Lease and this Lease Addendum shall not be modified without the written consent of HUD and Lender. Modifications of the Ground Lease

^[1] “**Program Obligations**” means (1) all applicable statutes and any regulations issued by the Secretary pursuant thereto that apply to the Project, including all amendments to such statutes and regulations, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and (2) all current requirements in HUD handbooks and guides, notices, and mortgagee letters that apply to the Project, and all future updates, changes and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes and amendments shall be applicable to the Project only to the extent that they interpret, clarify and implement terms in this Lease Addendum rather than add or delete provisions from such document. Handbooks, guides, notices, and mortgagee letters are available on “HUDCLIPS,” at www.hud.gov.

and this Lease Addendum that are not authorized in writing by HUD and Lender are void and unenforceable.

3. **Conflict Provision.** The provisions of this Lease Addendum benefit Lender and HUD and are specifically declared to be enforceable against the parties to the Ground Lease and all other persons by Lender and HUD. In the event of any conflict, inconsistency or ambiguity between the provisions of this Lease Addendum and the provisions of any other part of the Ground Lease, the provisions of this Lease Addendum shall prevail and control.
4. **Recording.** The full Ground Lease agreement and incorporated HUD Lease Addendum, or a memorandum of ground lease (if permitted under state law), must be recorded in the applicable land records office. If a memorandum of ground lease or a short form ground lease is to be recorded, it must set forth the following information, in addition to compliance with state law requirements:
 - (a) names of the Parties;
 - (b) legal description;
 - (c) term and renewals;
 - (d) reference to the HUD Lease Addendum; and
 - (e) specific reference to HUD's option to purchase in Section 7 (unless Section 7 is expressly waived in writing by HUD in accordance with Program Obligations).
5. **Estoppel Certificate.** As a condition of HUD's acceptance of a ground lease transaction, an estoppel certificate identifying the Ground Lease documents and signed by the Landlord, dated within thirty (30) days of the Note endorsement, must be provided to Lender and HUD at closing. The Landlord must confirm in writing to Lender and HUD that the Security Instrument is authorized, the Ground Lease is in full force and effect, there are no defaults or pending defaults under the Ground Lease or conditions that would give rise to defaults given the passage of time, and that the legal description of the Property is correct. The document must provide the language required by 24 CFR Section 200.62, and also include the "Warning" language found at the beginning of this Lease Addendum.

Upon a reasonable request from Tenant, Lender, or HUD, Landlord further agrees to promptly provide from time to time an estoppel certificate to confirm the terms of, and no default under, the Ground Lease.
6. **Consent for Mortgage.** Landlord acknowledges that the Tenant is authorized to obtain a loan, the repayment of which is to be insured by HUD and agrees that such loan shall be secured in part by the lien of the Security Instrument on this leasehold estate and the Improvements. The Tenant is further authorized to execute all documents necessary as determined by Lender or HUD and otherwise to comply with Program Obligations for obtaining such an insured loan.

7. [Intentionally Omitted]

8. **Conveyance by Tenant.** If approved in writing by HUD in advance and authorized by the Miami-Dade Board of County Commissioners (the “**Board**”) in accordance with applicable state laws, the Tenant may convey, assign, transfer, lease, sublease or sell all or any part of its leasehold interest in the Property without the need for approval or consent by any other person or entity. If approved in writing by HUD in advance and authorized by the Board in accordance with applicable state laws, the Tenant may convey, assign, transfer, lease, sublease or sell all or any part of its leasehold interest in the property subject to the Lease without the need for approval or consent by any other person or entity.

9. Insurance.

- (a) Insurance policies shall be in an amount, and with such company or companies and in such form, and against such risks and hazards, as shall be approved by Lender and HUD in accordance with Program Obligations.
- (b) The Landlord shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by the Tenant to Lender. The Landlord may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be furnished by the Tenant to Lender.

10. Condemnation.

- (a) If all or any part of the Property or the Improvements or the leasehold estate shall be taken or damaged by condemnation, that portion of any award attributable to the Improvements or the Tenant's interest in the leasehold estate or damage to the Improvements or the Tenant's interest in the leasehold estate shall be paid to Lender or otherwise disposed of as may be provided in the Security Instrument. Any portion of the award attributable solely to the underlying fee estate (exclusive of any Improvements) shall be paid to the Landlord.
- (b) In the event of a negotiated sale of all or a portion of the Property and/or the Improvements, in lieu of condemnation, the proceeds shall be distributed and annual ground rent reduced as provided in cases of condemnation above, but the approval of HUD and Lender shall be required as to the amount and division of the payments to be received.

11. **Tenant Default on Ground Lease; Cure Rights; Termination.** The Landlord may terminate the Ground Lease prior to the expiration day of the full term of this Ground Lease (“**Expiration Date**”) after a Tenant default under this Ground Lease (“**Ground**

Lease Event of Default”), but only under the following circumstances and procedures.

- (a) If any Ground Lease Event of Default shall occur, then and in any such event, the Landlord shall at any time thereafter during the continuance of such Ground Lease Event of Default and prior to any cure, give written notice of such default(s) (“**Notice of Default**”) to the Tenant, Lender, and HUD, specifying the Ground Lease Event of Default and the methods of cure, or declaring that a Ground Lease Event of Default is incurable. If the Ground Lease Event of Default is a failure to pay money, the Landlord shall specify and itemize the amounts of such default. Failure to pay money shall be specified as a separate default and not combined with a non-monetary Ground Lease Event of Default.
- (b) Within sixty (60) days from the date of giving the Notice of Default to the Tenant, the Tenant must cure a monetary default by paying the Landlord all amounts specified in the Notice of Default and must cure any specified Ground Lease Event of Default that is capable of being cured within such period.
- (c) During the period of one hundred-eighty (180) days commencing upon the date Notice of Default received by Lender and HUD, Lender or HUD may:
 - (1) cure any Ground Lease Event of Default; and
 - (2) commence foreclosure proceedings or institute other state or federal procedures to enforce Lender’s or HUD’s rights with respect to the Property or the Tenant Improvements.
- (d) If HUD or Lender commences foreclosure or other enforcement action within such one hundred-eighty (180) days, then its cure period shall be extended during the period of the foreclosure or other action and for ninety (90) days after the ownership of the Tenant’s rights under the Ground Lease is established in or assigned to HUD or such Lender or a purchaser at any foreclosure sale pursuant to such foreclosure or other action. The transfer of the Tenant’s rights under the Ground Lease to Lender, HUD or purchaser, pursuant to such foreclosure or other action shall be deemed a termination of any incurable Ground Lease Event of Default and such terminated Ground Lease Event of Default shall not give the Landlord any right to terminate the Ground Lease. Such purchaser may cure a curable Ground Lease Event of Default within said ninety (90) days.
- (e) If the Tenant, Lender or HUD reasonably undertake to cure any Ground Lease Event of Default during the applicable cure period and diligently pursues such cure, the Landlord shall grant such further reasonable time as is necessary to complete such cure. If, after the expiration of all of the foregoing cure periods, no cure, or termination of an existing Ground Lease Event of Default has been achieved as aforesaid, then and in that event, the Ground Lease shall

terminate, and, on such date, the term of this Ground Lease shall expire and terminate and all rights of the Tenant under the Ground Lease shall cease and the Improvements, subject to the Security Instrument and the rights of Lender thereunder, shall be and become the property of the Landlord. All costs and expenses incurred by or on behalf of the Landlord (including, without limitation, reasonable attorneys' fees and expenses) occasioned by any default by the Tenant under this Ground Lease shall constitute additional rent hereunder. The Landlord shall have no right to terminate this Ground Lease except as provided in this Section 11.

12. Lender/HUD Option for New Ground Lease.

- (a) Upon termination of this Ground Lease pursuant to Section 11 above, the Landlord shall immediately seek to obtain possession of the Property and Improvements. Upon acquiring such possession, the Landlord shall notify HUD and Lender in writing. Lender and HUD shall each have six (6) months from the date of receipt of such notice of acquisition to elect to take, as Tenant, a new ground lease on the Property and on the Improvements.
- (b) Such new ground lease shall have a term equal to the unexpired portion of the term of this Ground Lease immediately prior to such termination and shall, except as otherwise provided herein, be on the same terms and conditions as contained in this Ground Lease, except that Lender's or HUD's liability for ground rent shall not extend beyond their occupancy under such ground lease. The Landlord shall tender such new ground lease to Lender or HUD within thirty (30) days after a request for such ground lease and shall deliver possession of the Property and Improvements immediately upon execution of the new ground lease.
- (c) Upon executing a new ground lease, Lender or HUD shall pay to the Landlord any unpaid ground rent due or that would have become due under this Ground Lease to the date of the execution of the new ground lease, including any taxes which were liens on the Property or the Improvements and which were paid by the Landlord, less any net rentals or other income which the Landlord may have received on account of the Property and Improvements since the date of default under this Ground Lease.

13. Landlord Cooperation for Needed Authorizations. The Landlord agrees that within ten (10) days after receipt of written request from the Tenant, it will join in any and all applications for permits, licenses or other authorizations required by any Governmental Authority in connection with any work which the Tenant may do hereunder and will also join in any grants for easements for electric, telephone, telecommunications, cable, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of the Property or of any Improvements and if, at the expiration of such ten (10) day period, the Landlord shall not have joined in any such application, or grants for easements, the Tenant shall

have the right to execute such application and grants in the name of the Landlord, and for that purpose, the Landlord hereby irrevocably appoints the Tenant as its attorney-in-fact to execute such papers on behalf of the Landlord, only to the extent that a public body as Landlord may do so within the exercise of its municipal powers and responsibilities.

14. Taxes. Unless required by applicable federal, state and local laws, nothing in this Ground Lease shall require the Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of the Landlord or any income excess profits or revenue tax, or any other tax, assessment charge or levy upon the rent payable by the Tenant under this Ground Lease.

15. Sovereignty and Police Powers. As set forth in the lease, the parties hereto acknowledge and agree that Landlord is a political subdivision of the State of Florida and executes this Lease Addendum, solely in its capacity as the fee owner and Landlord under the Ground Lease. Nothing contained in this Lease Addendum is intended, nor will it be construed, to in any way restrict, limit or govern the rights of Landlord under any circumstances, including but not limited to (i) when acting in its capacity as a sovereign, (ii) when exercising its governmental powers (including police, regulatory and taxing powers), (iii) when exercising its powers to take by eminent domain, or (iv) when acting in its capacity as an enforcement authority with respect to Tenant or the Property to the same extent as if it were not a party to this Lease Addendum.. Therefore, nothing contained herein shall affect Landlord's ability to lawfully (i) enforce the Miami-Dade County Code of Ordinances, (ii) take property and give just compensation for said taking, (iii) to be compensated if the Property is taken by a sovereign other than Miami-Dade County, or (iv) exercise any other rights and powers outside its role of a landlord under the Ground Lease.

16. Notices. All notices, demands and requests which are required to be given by the Landlord, Tenant, Lender or HUD in connection with the Ground Lease and this Lease Addendum shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to the address of the party as given in this instrument unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given.

All notices shall be addressed as follows:

If to Lender:

If to HUD:

If to Tenant: [Palmetto Crossings, LLC]

If to Landlord: Miami-Dade County
 Department of Transportation & Public Works
 701 NW 1st Court, Suite 1700
 Miami, Florida 33136
 ATTN: DTPW Director or Director's Designee

With a Copy to

Miami-Dade County
 Office of the County Attorney
 111 NW 1st Street, Suite 2810
 Miami, Florida 33128
 ATTN: Bruce Libhaber, Assistant County Attorney

17. No Merger. There shall be no merger of this Ground Lease or the leasehold estate created by this Ground Lease with the fee estate of the Property or of the Improvements or any interest therein by reason of the fact that the same person or entity may acquire or hold, directly or indirectly, this Ground Lease or the leasehold estate hereby created or any interest therein and the fee estate of the Property or of the Improvements. No such merger shall occur unless and until HUD specifically consents and agrees in writing to such merger.

Each signatory below hereby certifies that each of their statements and representations contained in Ground Lease and this Lease Addendum and all their supporting documentation thereto are true, accurate, and complete. This Lease Addendum has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

[signature blocks on following page]

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

TENANT:

[PALMETTO CROSSINGS, LLC, a
Florida limited liability company

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of (____) physical presence or (____) audio visual means, this ____ day of _____, 202_, by _____, as _____ of Palmetto Crossings, LLC, a Florida limited liability company.

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____

Print or Stamp Name:
Notary Public, State of California at Large
Commission No.:
My Commission Expires

WARNING

Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

SIGNATURES CONTINUE ON FOLLOWING PAGE

ATTEST:

Juan Fernandez-Barquin
Clerk of the Court and Comptroller

LANDLORD:

MIAMI-DADE COUNTY, a political subdivision
of the State of Florida

By: _____
(Deputy Clerk's Signature)
Print Name _____
Date: _____

BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Name: _____
Title: _____

Approved as to form and legal
sufficiency:

By: _____
Name: _____
Assistant County Attorney

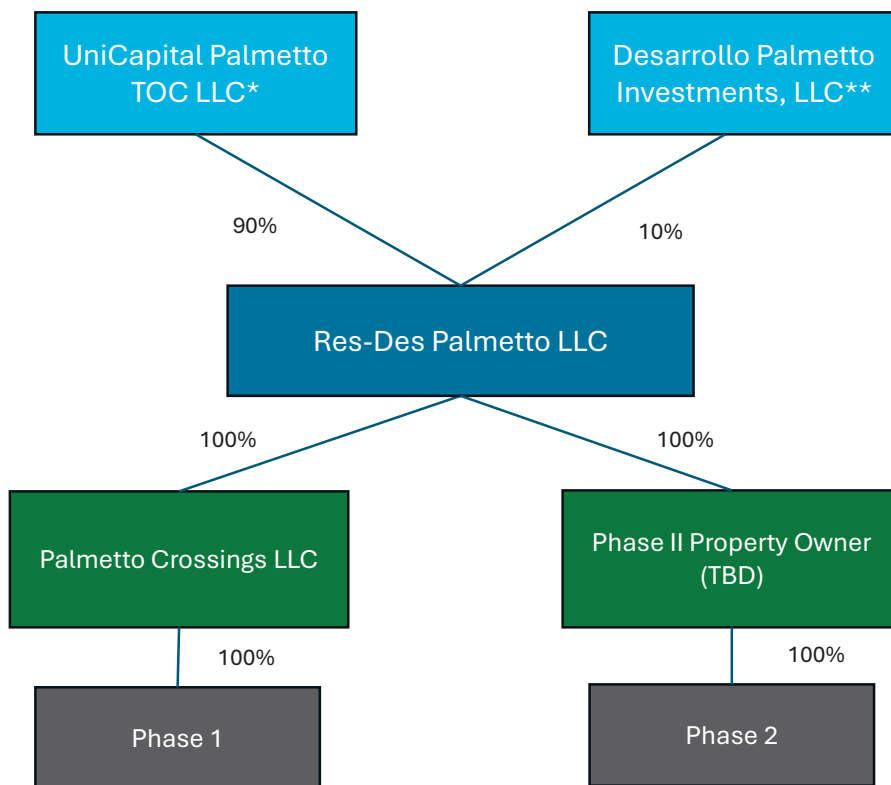
WARNING

Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

Schedule 2.DD

Ownership Structure of Development Partner

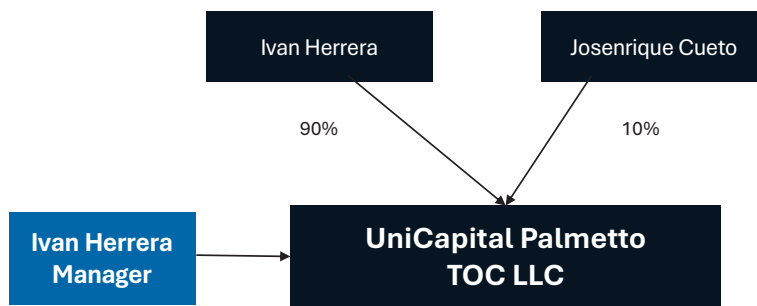
[see attached]



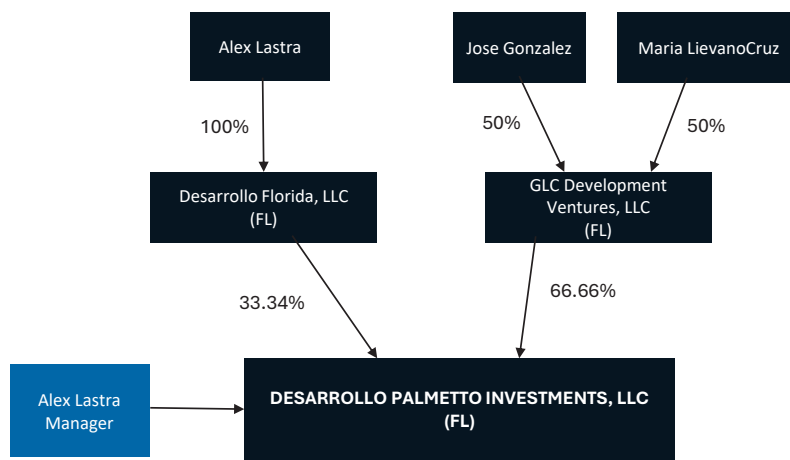
* See Page 2 for ownership structure of UniCapital Palmetto TOC LLC

**See Page 3 for ownership structure of Desarrollo Palmetto Investments, LLC

UNICAPITAL PALMETTO TOC LLC Organizational Chart



DESARROLLO PALMETTO INVESTMENTS, LLC Organizational Chart



Schedule 3

Payment of the Security Deposit, Development Fee, and Rent Schedule

[see attached]

NEW PALMETTO STATION PROPOSAL

	Phase 1		Phase 2		Total	GARAGE OPEX SUBSIDY		County Parking Garage Spaces		Station Improvements		Total	Combined Total (Rent + Improvements)	
	Status	Phase 1	Status	Phase 2										
Year 1	Developer Fee	\$ 50,000	Developer Fee	\$ 50,000	\$ 100,000	\$0		\$0		\$0		\$0	\$ 100,000	
Year 2	Initial Rent	\$ 60,000	Development	\$ 50,000	\$ 110,000	\$0	\$11,550,000	\$0		\$0	\$11,550,000	\$ 11,660,000	\$ 11,660,000	
Year 3	Initial Rent	\$ 60,000	Development	\$ 50,000	\$ 110,000	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000	\$ 1,110,000	\$ 1,110,000	
Year 4	Annual Rent	\$ 350,000	Development	\$ 50,000	\$ 400,000	\$75,000	\$0	\$0	\$0	\$0	\$75,000	\$ 475,000	\$ 475,000	
Year 5	Annual Rent	\$ 357,000	Initial Rent	\$ 60,000	\$ 417,000	\$76,500	\$0	\$0	\$0	\$0	\$76,500	\$ 493,500	\$ 493,500	
Year 6	Annual Rent	\$ 364,140	Initial Rent	\$ 60,000	\$ 424,140	\$78,030	\$0	\$0	\$0	\$0	\$78,030	\$ 502,170	\$ 502,170	
Year 7	Annual Rent	\$ 371,423	Annual Rent	\$ 350,000	\$ 721,423	\$79,591	\$0	\$0	\$0	\$0	\$79,591	\$ 801,013	\$ 801,013	
Year 8	Annual Rent	\$ 378,851	Annual Rent	\$ 357,000	\$ 735,851	\$81,182	\$0	\$0	\$0	\$0	\$81,182	\$ 817,034	\$ 817,034	
Year 9	Annual Rent	\$ 386,428	Annual Rent	\$ 364,140	\$ 750,568	\$82,806	\$0	\$0	\$0	\$0	\$82,806	\$ 833,374	\$ 833,374	
Year 10	Annual Rent	\$ 394,157	Annual Rent	\$ 371,423	\$ 765,580	\$84,462	\$0	\$0	\$0	\$0	\$84,462	\$ 850,042	\$ 850,042	
Year 11	Annual Rent	\$ 402,040	Annual Rent	\$ 378,851	\$ 780,891	\$86,151	\$0	\$0	\$0	\$0	\$86,151	\$ 867,043	\$ 867,043	
Year 12	Annual Rent	\$ 410,081	Annual Rent	\$ 386,428	\$ 796,509	\$87,874	\$0	\$0	\$0	\$0	\$87,874	\$ 884,384	\$ 884,384	
Year 13	Annual Rent	\$ 418,282	Annual Rent	\$ 394,157	\$ 812,439	\$89,632	\$0	\$0	\$0	\$0	\$89,632	\$ 902,071	\$ 902,071	
Year 14	Annual Rent	\$ 426,648	Annual Rent	\$ 402,040	\$ 828,688	\$91,425	\$0	\$0	\$0	\$0	\$91,425	\$ 920,113	\$ 920,113	
Year 15	Annual Rent	\$ 435,181	Annual Rent	\$ 410,081	\$ 845,262	\$93,253	\$0	\$0	\$0	\$0	\$93,253	\$ 938,515	\$ 938,515	
Year 16	Annual Rent	\$ 443,885	Annual Rent	\$ 418,282	\$ 862,167	\$95,118	\$0	\$0	\$0	\$0	\$95,118	\$ 957,285	\$ 957,285	
Year 17	Annual Rent	\$ 452,762	Annual Rent	\$ 426,648	\$ 879,410	\$97,020	\$0	\$0	\$0	\$0	\$97,020	\$ 976,431	\$ 976,431	
Year 18	Annual Rent	\$ 461,818	Annual Rent	\$ 435,181	\$ 896,999	\$98,961	\$0	\$0	\$0	\$0	\$98,961	\$ 995,959	\$ 995,959	
Year 19	Annual Rent	\$ 471,054	Annual Rent	\$ 443,885	\$ 914,939	\$100,940	\$0	\$0	\$0	\$0	\$100,940	\$ 1,015,879	\$ 1,015,879	
Year 20	Annual Rent	\$ 480,475	Annual Rent	\$ 452,762	\$ 933,237	\$102,959	\$0	\$0	\$0	\$0	\$102,959	\$ 1,036,196	\$ 1,036,196	
Year 21	Annual Rent	\$ 490,084	Annual Rent	\$ 461,818	\$ 951,902	\$105,018	\$0	\$0	\$0	\$0	\$105,018	\$ 1,056,920	\$ 1,056,920	
Year 22	Annual Rent	\$ 499,886	Annual Rent	\$ 471,054	\$ 970,940	\$107,118	\$0	\$0	\$0	\$0	\$107,118	\$ 1,078,059	\$ 1,078,059	
Year 23	Annual Rent	\$ 509,884	Annual Rent	\$ 480,475	\$ 990,359	\$109,261	\$0	\$0	\$0	\$0	\$109,261	\$ 1,099,620	\$ 1,099,620	
Year 24	Annual Rent	\$ 520,082	Annual Rent	\$ 490,084	\$ 1,010,166	\$111,446	\$0	\$0	\$0	\$0	\$111,446	\$ 1,121,612	\$ 1,121,612	
Year 25	Annual Rent	\$ 530,483	Annual Rent	\$ 499,886	\$ 1,030,369	\$113,675	\$0	\$0	\$0	\$0	\$113,675	\$ 1,144,044	\$ 1,144,044	
Year 26	Annual Rent	\$ 541,093	Annual Rent	\$ 509,884	\$ 1,050,977	\$115,948	\$0	\$0	\$0	\$0	\$115,948	\$ 1,166,925	\$ 1,166,925	
Year 27	Annual Rent	\$ 551,915	Annual Rent	\$ 520,082	\$ 1,071,996	\$118,267	\$0	\$0	\$0	\$0	\$118,267	\$ 1,190,264	\$ 1,190,264	
Year 28	Annual Rent	\$ 562,953	Annual Rent	\$ 530,483	\$ 1,093,436	\$120,633	\$0	\$0	\$0	\$0	\$120,633	\$ 1,214,069	\$ 1,214,069	
Year 29	Annual Rent	\$ 574,212	Annual Rent	\$ 541,093	\$ 1,115,305	\$123,045	\$0	\$0	\$0	\$0	\$123,045	\$ 1,238,350	\$ 1,238,350	
Year 30	Annual Rent	\$ 586,696	Annual Rent	\$ 551,915	\$ 1,138,611	\$125,506	\$0	\$0	\$0	\$0	\$125,506	\$ 1,263,117	\$ 1,263,117	
Year 31	Annual Rent	\$ 597,410	Annual Rent	\$ 562,953	\$ 1,160,363	\$128,016	\$0	\$0	\$0	\$0	\$128,016	\$ 1,288,380	\$ 1,288,380	
Year 32	Annual Rent	\$ 609,358	Annual Rent	\$ 574,212	\$ 1,183,571	\$130,577	\$0	\$0	\$0	\$0	\$130,577	\$ 1,314,147	\$ 1,314,147	
Year 33	Annual Rent	\$ 621,546	Annual Rent	\$ 586,696	\$ 1,208,242	\$133,188	\$0	\$0	\$0	\$0	\$133,188	\$ 1,340,430	\$ 1,340,430	
Year 34	Annual Rent	\$ 633,977	Annual Rent	\$ 597,410	\$ 1,231,387	\$135,852	\$0	\$0	\$0	\$0	\$135,852	\$ 1,367,239	\$ 1,367,239	
Year 35	Annual Rent	\$ 646,656	Annual Rent	\$ 609,358	\$ 1,256,015	\$138,569	\$0	\$0	\$0	\$0	\$138,569	\$ 1,394,584	\$ 1,394,584	
Year 36	Annual Rent	\$ 659,589	Annual Rent	\$ 621,546	\$ 1,281,135	\$141,341	\$0	\$0	\$0	\$0	\$141,341	\$ 1,422,475	\$ 1,422,475	
Year 37	Annual Rent	\$ 672,781	Annual Rent	\$ 633,977	\$ 1,306,758	\$144,167	\$0	\$0	\$0	\$0	\$144,167	\$ 1,450,925	\$ 1,450,925	
Year 38	Annual Rent	\$ 686,237	Annual Rent	\$ 646,656	\$ 1,332,893	\$147,051	\$0	\$0	\$0	\$0	\$147,051	\$ 1,479,943	\$ 1,479,943	
Year 39	Annual Rent	\$ 699,961	Annual Rent	\$ 659,589	\$ 1,359,551	\$149,992	\$0	\$0	\$0	\$0	\$149,992	\$ 1,509,542	\$ 1,509,542	
Year 40	Annual Rent	\$ 713,961	Annual Rent	\$ 672,781	\$ 1,386,742	\$152,992	\$0	\$0	\$0	\$0	\$152,992	\$ 1,539,733	\$ 1,539,733	
Year 41	Annual Rent	\$ 728,240	Annual Rent	\$ 686,237	\$ 1,414,476	\$156,051	\$0	\$0	\$0	\$0	\$156,051	\$ 1,570,528	\$ 1,570,528	
Year 42	Annual Rent	\$ 742,805	Annual Rent	\$ 699,961	\$ 1,442,766	\$159,172	\$0	\$0	\$0	\$0	\$159,172	\$ 1,601,938	\$ 1,601,938	
Year 43	Annual Rent	\$ 757,661	Annual Rent	\$ 713,961	\$ 1,471,621	\$162,356	\$0	\$0	\$0	\$0	\$162,356	\$ 1,633,977	\$ 1,633,977	
Year 44	Annual Rent	\$ 772,814	Annual Rent	\$ 728,240	\$ 1,501,054	\$165,603	\$0	\$0	\$0	\$0	\$165,603	\$ 1,666,657	\$ 1,666,657	
Year 45	Annual Rent	\$ 788,270	Annual Rent	\$ 742,805	\$ 1,531,075	\$168,915	\$0	\$0	\$0	\$0	\$168,915	\$ 1,699,990	\$ 1,699,990	
Year 46	Annual Rent	\$ 804,036	Annual Rent	\$ 757,661	\$ 1,561,696	\$172,293	\$0	\$0	\$0	\$0	\$172,293	\$ 1,733,990	\$ 1,733,990	
Year 47	Annual Rent	\$ 820,116	Annual Rent	\$ 772,814	\$ 1,592,930	\$175,739	\$0	\$0	\$0	\$0	\$175,739	\$ 1,768,669	\$ 1,768,669	
Year 48	Annual Rent	\$ 836,519	Annual Rent	\$ 788,270	\$ 1,624,789	\$179,254	\$0	\$0	\$0	\$0	\$179,254	\$ 1,804,043	\$ 1,804,043	
Year 49	Annual Rent	\$ 853,249	Annual Rent	\$ 804,036	\$ 1,657,285	\$182,839	\$0	\$0	\$0	\$0	\$182,839	\$ 1,840,124	\$ 1,840,124	
Year 50	Annual Rent	\$ 870,314	Annual Rent	\$ 820,116	\$ 1,690,430	\$186,496	\$0	\$0	\$0	\$0	\$186,496	\$ 1,876,926	\$ 1,876,926	
Year 51	Annual Rent	\$ 887,720	Annual Rent	\$ 836,519	\$ 1,724,239	\$190,226	\$0	\$0	\$0	\$0	\$190,226	\$ 1,914,465	\$ 1,914,465	
Year 52	Annual Rent	\$ 905,475	Annual Rent	\$ 853,249	\$ 1,758,724	\$194,030	\$0	\$0	\$0	\$0	\$194,030	\$ 1,952,754	\$ 1,952,754	
Year 53	Annual Rent	\$ 923,584	Annual Rent	\$ 870,314	\$ 1,793,898	\$197,911	\$0	\$0	\$0	\$0	\$197,911	\$ 1,991,809	\$ 1,991,809	
Year 54	Annual Rent	\$ 942,056	Annual Rent	\$ 887,720	\$ 1,829,776	\$201,869	\$0	\$0	\$0	\$0	\$201,869	\$ 2,031,645	\$ 2,031,645	
Year 55	Annual Rent	\$ 960,897	Annual Rent	\$ 905,475	\$ 1,866,372	\$205,906	\$0	\$0	\$0	\$0	\$205,906	\$ 2,072,278	\$ 2,072,278	
Year 56	Annual Rent	\$ 980,115	Annual Rent	\$ 923,584	\$ 1,903,699	\$210,025	\$0	\$0	\$0	\$0	\$210,025	\$ 2,113,724	\$ 2,113,724	
Year 57	Annual Rent	\$ 999,717	Annual Rent	\$ 942,056	\$ 1,941,773	\$214,225	\$0	\$0	\$0	\$0	\$214,225	\$ 2,155,998	\$ 2,155,998	
Year 58	Annual Rent	\$ 1,019,712	Annual Rent	\$ 960,897	\$ 1,980,608	\$218,510	\$0	\$0	\$0	\$0	\$218,510	\$ 2,199,118	\$ 2,199,118	
Year 59	Annual Rent	\$ 1,040,106	Annual Rent	\$ 980,115	\$ 2,020,221	\$222,880	\$0	\$0	\$0	\$0	\$222,880	\$ 2,243,100	\$ 2,243,100	
Year 60	Annual Rent	\$ 1,060,908	Annual Rent	\$ 999,717	\$ 2,060,625	\$227,337	\$0	\$0	\$0	\$0	\$227,337	\$ 2,287,962	\$ 2,287,962	
Year 61	Annual Rent	\$ 1,082,126	Annual Rent	\$ 1,019,712	\$ 2,101,838	\$231,884	\$0	\$0	\$0	\$0	\$231,884	\$ 2,333,722	\$ 2,333,722	
Year 62	Annual Rent	\$ 1,103,769	Annual Rent	\$ 1,040,106	\$ 2,143,874	\$236,522	\$0	\$0	\$0	\$0	\$236,522	\$ 2,380,396	\$ 2,380,396	
Year 63	Annual Rent	\$ 1,125,844	Annual Rent	\$ 1,060,908	\$ 2,186,752	\$241,252	\$0	\$0	\$0	\$0	\$241,252	\$ 2,428,004	\$ 2,428,004	
Year 64	Annual Rent	\$ 1,148,361	Annual Rent	\$ 1,082,126	\$ 2,230,487	\$246,077	\$0	\$0	\$0	\$0	\$246,077	\$ 2,476,564	\$ 2,476,564	
Year 65	Annual Rent	\$ 1,171,328	Annual Rent	\$ 1,103,769	\$ 2,275,097	\$250,999	\$0	\$0	\$0	\$0	\$250,999	\$ 2,526,099	\$ 2,526,099	
Year 66	Annual Rent	\$ 1,194,755	Annual Rent	\$ 1,125,844	\$ 2,320,598	\$256,019	\$0	\$0	\$0	\$0	\$256,019	\$ 2,576,617	\$ 2,576,617	
Year 67	Annual Rent	\$ 1,218,650	Annual Rent	\$ 1,148,361	\$ 2,367,010	\$261,139	\$0	\$0	\$0	\$0	\$261,139	\$ 2,628,150	\$ 2,628,150	
Year 68	Annual Rent	\$ 1,243,023	Annual Rent	\$ 1,171,328	\$ 2,414,351	\$266,362	\$0	\$0	\$0	\$0	\$266,362	\$ 2,680,713	\$ 2,680,713	
Year 69	Annual Rent	\$ 1,267,883	Annual Rent	\$ 1,194,755	\$ 2,462,638	\$271,689	\$0	\$0	\$0	\$0	\$271,689	\$ 2,734,327	\$ 2,734,327	
Year 70	Annual Rent	\$ 1,293,241	Annual Rent	\$ 1,218,650	\$ 2,511,890	\$277,123	\$0	\$0	\$0	\$0	\$277,123	\$ 2,789,013	\$ 2,789,013	
Year 71	Annual Rent	\$ 1,319,106	Annual Rent	\$ 1,243,023	\$ 2,562,128	\$282,665	\$0	\$0	\$0	\$0	\$282,665	\$ 2,844,794	\$ 2,844,794	
Year 72	Annual Rent	\$ 1,345,488	Annual Rent	\$ 1,267,883	\$ 2,613,371	\$288,319	\$0	\$0	\$0	\$0	\$288,319	\$ 2,901,690	\$ 2,901,690	
Year 73	Annual Rent	\$ 1,372,397	Annual Rent	\$ 1,293,241	\$ 2,665,638	\$294,085	\$0	\$0	\$0	\$0	\$294,085	\$ 2,959,723	\$ 2,959,723	
Year 74	Annual Rent	\$ 1,399,845	Annual Rent	\$ 1,319,106	\$ 2,718,951	\$299,967	\$0	\$0	\$0	\$0	\$299,967	\$ 3,018,918	\$ 3,018,918	
Year 75	Annual Rent	\$ 1,427,842	Annual Rent	\$ 1,345,488	\$ 2,773,330	\$305,966	\$0	\$0	\$0	\$0	\$305,966	\$ 3,079,296	\$ 3,079,296	
Year 76	Annual Rent	\$ 1,456,399	Annual Rent	\$ 1,372,397	\$ 2,828,797	\$312,086	\$0	\$0	\$0	\$0	\$312,086	\$ 3,140,882	\$ 3,140,882	
Year 77	Annual Rent	\$ 1,485,527	Annual Rent	\$ 1,399,845	\$ 2,885,372	\$318,327	\$0	\$0	\$0	\$0	\$318,327	\$ 3,203,700	\$ 3,203,700	
Year 78	Annual Rent	\$ 1,515,238	Annual Rent	\$ 1,427,842	\$ 2,943,080	\$324,694	\$0	\$0	\$0	\$0	\$324,694	\$ 3,267,774	\$ 3,267,774	
Year 79	Annual Rent	\$ 1,545,542	Annual Rent	\$ 1,456,399	\$ 3,001,942	\$331,188	\$0	\$0	\$0	\$0	\$331,188	\$ 3,333,129	\$ 3,333,129	
Year 80	Annual Rent	\$ 1,576,453	Annual Rent	\$ 1,485,527	\$ 3,061,980	\$337,811	\$0							