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OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(K)(1)

TO:	Honorable Chairman Esteban L. Bovo, Jr. and Members, Board of County Commissioners	**DATE:**	October 23, 2018
FROM:	Abigail Price-Williams County Attorney	**SUBJECT:**	Resolution approving award of development rights through a 75-year ground lease to Cornerstone Group Partners, LLC or its subsidiaries, pursuant to request for proposal Number 2016-01, for the purpose of designing and Building A mixed-use housing and commercial transit-oriented development known as the Metro Grande Apartment Homes in the Okeechobee Transit Village with annual payments by Cornerstone Group Partners, LLC or its subsidiaries to Miami-Dade County totaling $300,000.00, 2.5% gross revenue per annum for the term of the lease, 28% of cash flow after debt service, and an amount equal to 2.5% of the income from retail subtenants; and authorizing the County Mayor to execute such ground lease to provide site control, to exercise any cancellation and renewal provisions, to exercise all other rights contained therein, to consent to Cornerstone Group Partners, LLC execution of any sub-ground leases, as may be necessary, and to consent to an assignment and acceptance agreement between cornerstone and Okeechobee Lease Holdings, LLC

Resolution No. R-1081-18

The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Chairman Esteban L. Bovo, Jr.

Abigail Price-Williams
County Attorney

APW/cp

Memorandum

Date: October 23, 2018

To: Honorable Chairman Esteban Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Awarding Ground Lease to Cornerstone Group Partners, LLC or its Subsidiaries for the Construction of a Mixed-Use and Transit-Oriented Development at the Okeechobee Transit Site and Authorizing Execution of a Ground Lease to Provide Site Control

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Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution to:

1. Approve the award, in accordance with Request for Proposal (RFP) 2016-01, of development rights through a 75-year ground lease (Lease) to Cornerstone Group Partners, LLC or its subsidiaries (Cornerstone) for the purpose of designing and building a Transit-Oriented Development named the Metro Grande Apartment Homes at the Okeechobee Transit Village on the south parcel of the Okeechobee Metrorail Station at 2005 West Okeechobee Road, Hialeah, Florida 33010 (Metro Grande Site) with a lease payment of $100,000.00 per tower for a total of $300,000.00, 2.5% gross revenue per annum for the term of the Lease, 28% of cash flow after debt service, and an amount equal to 2.5% of the income from Retail Subtenants;

2. Authorize the County Mayor or the County Mayor's designee to execute the Lease with Cornerstone or its subsidiaries, subject to the County Attorney's Office's approval in order to provide Cornerstone with site control of the Metro Grande Site as required by Florida Housing Finance Corporation's (FHFC) requirements for Low-Income Housing Tax Credits applications;

3. Authorize the County Mayor or the County Mayor's designee to exercise the termination, cancellation, and renewal provisions in accordance with the terms and conditions of the Lease, including but not limited to termination of the Lease in the event Cornerstone fails to close on all financing for the project no later than September 30, 2020;

4. Authorize the County Mayor or the County Mayor's designee to make any additional amendments to the Lease, as may be required to meet the requirements of FHFC, including but not limited to amending the Lease to increase or decrease the number of elderly residential units after consulting with the district commissioner;

5. Authorize the County Mayor or the County Mayor's designee's, at their sole option, to consent to Cornerstone executing sub-ground leases as may be necessary; and

6. Authorize the County Mayor or the County Mayor's designee to consent, subject to the County Attorney's approval, to an Assignment and Acceptance Agreement between Cornerstone and Okeechobee Lease Holdings, LLC.

CONTRACT NO:	To be determined upon contract execution.
CONTRACT TITLE:	The Lease between Miami-Dade County and Cornerstone (See Exhibit 1 to the attached resolution).
METHOD OF AWARD:	Cornerstone was selected pursuant to Request for Proposal No. 2016-01.
DESCRIPTION:	Cornerstone will execute the Lease required by the Federal Transit Administration (FTA), the Florida Department of Transportation (FDOT), and the County to demonstrate site control. Cornerstone will pay the County under the ground lease, an amount equal to (a) $100,000.00 per tower for a total of $300,000.00, which shall be paid upon closing of construction financing of each tower; (b) the County will receive 2.5% of effective gross revenue per annum for the term of the lease; c) the County will receive 28% of cash flow after debt service, and; d) the County will receive an amount equal to 2.5% of the income from Retail Subtenants. All rent requirements are outlined in Exhibit 1, Section 3.1, attached hereto.
TERM:	The Lease term is 75 years. However, in the event Cornerstone fails to meet the established Financing Date, which is no later than September 30, 2020, Cornerstone agrees to terminate the Lease and will surrender any and all interest back to the County.
COUNTY FUNDING SOURCE:	There is no fiscal impact to the County related to general funds. Cornerstone may also compete for HOME Investment Partnerships (HOME) Program, Community Development Block Grant or Documentary Stamp Surtax funding for the affordable housing component of the project.
PERFORMANCE DATA:	There are no known performance issues with the recommended firm.
COMPLIANCE DATA:	There are no known compliance issues with the recommended firm.
CONTRACT MEASURES:	Not Applicable.

LIVING WAGE:	Applicable where permitted by funding source. Davis-Bacon may also apply.
DAVIS BACON WAGE:	Applicable where permitted by funding source.
USER ACCESS PROGRAM:	Not Applicable.
LOCAL PREFERENCES:	Not Applicable.
DELEGATED AUTHORITY:	Upon approval of the attached resolution, the County Mayor or the County Mayor's designee will be authorized to execute the Lease with Cornerstone to provide site control of the Metro Grande Site, to exercise termination, cancellation, and renewal provisions in accordance with the terms and conditions of the Lease, to consent, at the County Mayor or the County Mayor's designee's sole option, to Cornerstone's execution of sub-ground leases as may be necessary, and to consent to an Assignment and Acceptance Agreement between Cornerstone and Okeechobee Lease Holdings, LLC (Exhibit 2).
USING/MANAGING AGENCY:	Public Housing and Community Development (PHCD) and Department of Transportation and Public Works (DTPW).
SCOPE:	The proposed Metro Grande Site is located on 2005 West Okeechobee Road, Hialeah, Florida 33010, in District 13 represented by Chairman Esteban Bovo, Jr.
TRACK RECORD/MONITORING:	Michael Liu, Director of PHCD, and Alice Bravo, Director of DTPW, will monitor all activities associated with this project.

Background

Cornerstone is an integrated real estate firm, providing development, construction, and property management services throughout Florida, with a particular focus on South Florida. Established in 1993, it has developed and built approximately 20,000 residential units throughout the state, and still owns and manages approximately 15,000 residential units, over 5,000 of which are located in Miami-Dade County.

The Okeechobee Transit-Oriented Mixed-Development Request for Proposal (RFP) sought the creation, through a ground lease, of a mixed-use, multi-family transit-oriented development consisting of approximately 250 units of affordable housing, inclusive of 98 elderly residential units, a park-and-ride garage and/or resident parking spaces exclusively for transit users, a covered walkway from garage to the

existing Metrorail shelter, a "Kiss and Ride" area, and 10,000 square feet of retail/office space. The development would be constructed on approximately 3.49 acres of County-owned land located at 2005 West Okeechobee Road in Hialeah, Florida. The site is bound by the Hialeah Expressway/State Road 934 on the north, industrial warehouses on the east and south, and Okeechobee Road/Highway 27 on the west. The Metro Grande Site is within Census Tract 7.12.

The project purpose serves the longstanding policy of the Board to increase the supply of affordable and workforce housing, especially along the transit corridor. Studies have shown that, by increasing the supply of housing along the transit corridor, there will be an increase in transit ridership, new affordable and workforce housing opportunities, and greater access to job opportunities for the residents of Miami-Dade County.

On September 7, 2016, RFP 2016-01 was advertised and made available for distribution. A Pre-Proposal Conference was held to discuss the RFP requirements on September 16, 2016. The deadline for receipt of proposals was extended until December 9, 2016. Three proposals were received from Cornerstone, Related Urban Development Group, LLC (RUDG), and Atlantic Pacific Communities, LLC (APC). An Evaluation Selection Committee appointed by the County Mayor scored Cornerstone with an aggregate score of 85.6, RUDG with an aggregate score of 83, and APC with an aggregate score of 82. Thereafter, the County Mayor recommended that the County enter into negotiations with Cornerstone. On September 20, 2018, RUDG filed a bid protest. A hearing was scheduled before a hearing examiner on October 15, 2018. However, on October 12, 2018, RUDG informed the County in writing that they were withdrawing their bid protest.

The Metro Grande Site will consist of three eight-story high-rise towers (Metro Grande I, II, and III) (Project), to be built in phases, and will contain 286 mixed-income units. Among other features, the Project will include housing for all income levels, from extremely low-income up to market rate units, inclusive of approximately 202 elderly housing units (or increase or decrease such number as the County may approve), workforce housing, and approximately 10,000 square feet of retail space. The Project will include units set aside for tenants who receive Section 8 Project-Based Vouchers (PBV) from the Hialeah Housing Authority.

Metro Grande I will consist of approximately 108 residential units, Metro Grande II will consist of approximately 94 units, and Metro Grande III will consist of 84 mixed-income family units. Each unit will be constructed with energy efficient appliances and other amenities. Metro Grande I will also include approximately 3,850 square feet of storefront retail space and approximately 4,730 square feet for common area space and amenities including a business center, library, social room, as well as other amenities; Metro Grande II will also include approximately 3,580 square feet of retail space and approximately 5,000 square feet of common space and amenities; and Metro Grande III will include approximately 3,065 square feet of storefront retail space and approximately 8,300 square feet of common space including a social room, internet café, fitness center and a kid's activity room. Parking garages may be constructed for each tower.

As requested in the RFP, a "Kiss and Ride" area will be built near the north end of the Metrorail, as well as pedestrian and bicycle paths in order to facilitate close access to transit. Additionally, the development will include required Crime Prevention through Environmental Design (CPTED) features, as well as

Green Certification for energy efficient appliances and amenities as required by County Ordinance No. 07-65.

As required by FTA, on June 13, 2018, the County submitted the Lease to the FTA for its approval. On August 1, 2018, the Lease was approved by the FTA. A copy of FTA's approval is attached to the resolution as Exhibit 3. In addition, the background information on the property required by Resolution No. R-376-11 is attached hereto as Attachment A.

Attachments

Maurice L. Kemp
Deputy Mayor

Attachment A

LOT INFORMATION IN ACCORDANCE WITH RESOLUTION R-376-11 AND R-333-15

Folio	Annual Tax Revenue Generated	Lot Size Sq. Ft.	Comm District	2018 Market Value	Legal Description	Zoning	Annual Cost to Maintain	Address	Circulated To County Departments	Surplus	Deed Type
04-3013-076-0010	$0.00	3.49 acres	13	$2,087,396.00	OKEECHOBEE STATION, PB 159-10 T-13356, TRACT ALESS PORT LYG IN R/W, LOT SIZE 11.859 AC, FAU 04 3013 001 0041	M-2	$15,000/year	2005 West Okeechobee Road, Hialeah, FL 33010	N/A	N/A	Lease

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MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: October 23, 2018

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(K)(1)

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**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____

Veto _____

Override _____

Agenda Item No. 8(K)(1)
10-23-18

RESOLUTION NO. R-1081-18

RESOLUTION APPROVING AWARD OF DEVELOPMENT RIGHTS THROUGH A 75-YEAR GROUND LEASE TO CORNERSTONE GROUP PARTNERS, LLC OR ITS SUBSIDIARIES, PURSUANT TO REQUEST FOR PROPOSAL NUMBER 2016-01, FOR THE PURPOSE OF DESIGNING AND BUILDING A MIXED-USE HOUSING AND COMMERCIAL TRANSIT-ORIENTED DEVELOPMENT KNOWN AS THE METRO GRANDE APARTMENT HOMES IN THE OKEECHOBEE TRANSIT VILLAGE WITH ANNUAL PAYMENTS BY CORNERSTONE GROUP PARTNERS, LLC OR ITS SUBSIDIARIES TO MIAMI-DADE COUNTY TOTALING $300,000.00, 2.5% GROSS REVENUE PER ANNUM FOR THE TERM OF THE LEASE, 28% OF CASH FLOW AFTER DEBT SERVICE, AND AN AMOUNT EQUAL TO 2.5% OF THE INCOME FROM RETAIL SUBTENANTS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH GROUND LEASE TO PROVIDE SITE CONTROL, TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN, TO CONSENT TO CORNERSTONE GROUP PARTNERS, LLC EXECUTION OF ANY SUB-GROUND LEASES, AS MAY BE NECESSARY, AND TO CONSENT TO AN ASSIGNMENT AND ACCEPTANCE AGREEMENT BETWEEN CORNERSTONE AND OKEECHOBEE LEASE HOLDINGS, LLC

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

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

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board approves the award of development rights through a 75-year ground lease ("Lease") to Cornerstone Group Partners, LLC or its subsidiaries ("Cornerstone") of the County property with lease payments in an amount equal to $100,000.00 per each residential tower for a total amount of $300,000.00, 2.5% gross revenue per annum for the term of the Lease,

28% of cash flow after debt service, and an amount equal to 2.5% of the income from retail subtenants, for the purpose of designing and building a mixed-use housing and commercial transit-oriented development located at the Okeechobee Transit Village called the Metro Grande Apartment Homes ("Metro Grande Site").

Section 3. This Board authorizes the County Mayor or the County Mayor's designee to execute the Lease with Cornerstone or its subsidiaries, subject to the County Attorney's Office's approval, in substantially the form attached hereto as Exhibit 1 and incorporated herein by reference, in order to provide Cornerstone with site control of the Metro Grande Site as required by Florida Housing Finance Corporation's ("FHFC") requirements for Low-Income Housing Tax Credits applications. This Board further authorizes the County Mayor or the County Mayor's designee to exercise the termination, cancellation, and renewal provisions in accordance with the terms and conditions of the Lease. Notwithstanding the foregoing delegated authority to the County Mayor or the County Mayor's designee, the Lease shall terminate in the event Cornerstone fails to close on all financing for the project no later than September 30, 2020. This Board also authorizes the County Mayor or the County Mayor's designee to make any additional amendments to the Lease, as may be required to meet the requirements of FHFC, including but not limited to amending the Lease to increase or decrease the number of elderly residential units after consulting with the district commissioner.

Section 4. This Board authorizes the County Mayor or the County Mayor's designee's, at their sole option, to consent to Cornerstone executing sub-ground leases as may be necessary.

Section 5. This Board authorizes the County Mayor or the County Mayor's designee, subject to the County Attorney's Office's approval, to consent to an Assignment and Acceptance

Agreement between Cornerstone and Okeechobee Lease Holdings, LLC, in substantially the form attached hereto as Exhibit 2 and incorporated herein by reference.

Section 6. This Board directs the County Mayor or the County Mayor's designee to provide to the Property Appraiser's Office with an executed copy of the ground lease(s) and operating agreement(s), if any, within 30 days of their execution.

Section 7. This Board directs the County Mayor or the County Mayor's designee to ensure that proper signage is placed at the Metro Grande Site identifying the County's name and the name of the district commissioner.

Section 8. This Board directs the County Mayor or the County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record all ground leases, covenants, reverters and mortgages creating or reserving a real property interest in favor of the County and shall provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. This Board also 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 offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

Esteban L. Bovo, Jr., Chairman **aye**
Audrey M. Edmonson, Vice Chairwoman **aye**

Daniella Levine Cava	**aye**	Jose "Pepe" Diaz	**aye**
Sally A. Heyman	**aye**	Eileen Higgins	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**aye**
Xavier L. Suarez	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 23rd day of October, 2018. 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

HARVEY RUVIN, CLERK

By: Linda L. Cave
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith
Annery P. Alfonso

LEASE AGREEMENT

(OKEECHOBEE STATION)

THIS LEASE AGREEMENT (the "Lease"), dated as of the_____day of _____, 2018 ("Commencement Date"), is made by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, having its principal office and place of business at 111 N.W. First Street, Miami, Florida 33128, (hereinafter called the "County" or "Landlord"), and CORNERSTONE GROUP PARTNERS, LLC, a Florida limited liability company, having its principal office and place of business at 2100 Hollywood Boulevard, Hollywood, Florida 33020 ("Tenant").

WITNESSETH:

A. Landlord owns and controls certain federally assisted real property which is located in Miami-Dade County, Florida, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Demised Property"). Prior to the Commencement Date, Landlord has operated, and continues to operate the Okeechobee Metrorail Station (the "Station") adjacent to the Demised Property, and a surface parking lot upon the Demised Property. The location of the Station and other improvements adjacent to the Demised Property, as well as the Demised Property, as currently configured, are illustrated graphically in Exhibit "A-1."

B. Landlord has recognized the potential for public and private benefits through the development of the Demised Property. The benefits sought in the development of the Demised Property are perceived to relate to, and to serve as an intended catalyst for, similar initiatives at and around other parts of the System (as hereinafter defined).

C. Tenant submitted to Landlord its response to a Request For Proposals for the Demised Property, which response was selected by the Landlord, over and above responses from other entities, as being the most appropriate use for the Demised Property. The Tenant's response describes the "Development Concept" attached hereto as Exhibit "B", which is incorporated herein by this reference.

D. Landlord considers that the Development Concept submitted by Tenant reflects the kind of transit-oriented development that Landlord wishes to see implemented, and that Tenant's Development Concept will, upon completion, demonstrate and reinforce the link between transit and the community, and promote and increase System usage. Landlord also considers that Tenant's Development Concept will, upon implementation, provide for important and needed neighborhood improvements and economic stimulus in and to the area around the Demised Property, serve as a positive model for transit-oriented development generally, and promote further economic development in Miami-Dade County.

E. Landlord reasonably believes that the Development Concept submitted by Tenant will benefit the residents of Hialeah, and Miami-Dade County as a whole, and will provide an excellent living environment, add much needed affordable housing for workforce households, families and senior residents of the City of Hialeah, offer amenities and retail space to the neighborhood, improve ridership on Miami-Dade County's Metrorail System, and can provide a

substantial and long-term income stream to Miami-Dade County. The Development Concept, primarily because of its proximity to the Station, will, upon completion of the Project, strengthen the link between transit and the community, and promote an increase in transit ridership, and overall transit system usage.

F. Landlord therefore desires to lease the Demised Property to the Tenant, in its "as-is" "where-is" condition, to enable the Tenant to develop the Demised Property consistent with the Development Concept, and as provided for in this Lease. Tenant desires to lease the Demised Property, in its "as-is" where-is" condition, from Landlord for such purposes.

G. Landlord and Tenant mutually covenant and agree that this Lease is made upon the agreements, terms, covenants and conditions hereinafter set forth. Capitalized terms used herein in this Lease without being defined elsewhere herein shall have the definitions set forth in Article 2 hereof.

ARTICLE 1
DEMISED PROPERTY AND GENERAL TERMS OF LEASE

1.1 Lease of the Demised Property and Air Rights. In accordance with (a) Chapter 125, *Florida Statutes*; (b) the powers granted to Landlord pursuant to the authority properly delegated by the Florida legislature; and (c) the authority to lease real property and air rights over real property belonging to Miami-Dade County; and, for and in consideration of the rents, covenants and agreements specified herein, and the easements reserved unto Landlord, 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 Property in its "AS-IS" "WHERE-IS" condition (see legal description and a sketch of the Demised Property, attached hereto, marked as Schedule 1.1 and incorporated herein by reference); reserving to Landlord the rights described herein; to have and to hold the same unto Tenant, its successors and assigns, for the Term (as described below). Tenant shall have and hold, exclusively, the Development Rights pertaining to the Demised Property, subject to the terms, conditions, covenants and procedures set forth herein.

1.2 Term of Lease.

a.) **Commencement Date.** This Lease shall become effective after its approval by Federal Transit Administration ("FTA"), the Florida Department of Transportation ("FDOT") and the Miami-Dade County Board of County Commissioners, and the expiration of the ten (10) day veto period by the Mayor of Miami-Dade County; and if vetoed by the Mayor, shall only become effective upon override by the Board of County Commissioners ("Commencement Date"). The Commencement Date shall be referenced on the first (1st) page of this Lease. The Commencement Date will be confirmed in the Confirmation of Commencement Date to be executed by the parties in the form attached as Schedule 1.2 hereto.

b.) **Term.** The term of this Lease shall be for seventy-five (75) years ("Term"), commencing on the Commencement Date and ending on the date which is seventy-five (75) years from the Commencement Date ("Expiration Date"), unless earlier terminated as provided for

herein. Subject to the provisions of Section 3.1, below, the obligation to pay Rent shall intentionally be delayed by the parties, and will begin on the Financing Date. Also, as of the Expiration Date, or earlier termination of the Term, the Demised Property shall automatically revert back to Landlord, and all improvements thereon (except Tenant's or third-parties' removable personal property or fixtures) shall become the property of the Landlord, and without any type of compensation, payment, and/or obligation to the Tenant.

c.) **Possession.** Landlord shall deliver possession of the Demised Property on the Commencement Date, at which time Tenant shall take possession thereof. Landlord and Tenant further agree that after the Commencement Date the Tenant shall have permission, without the prior written consent of the Landlord to enter upon the Demised Property for the purpose of conducting investigations of the Demised Property, and performing the construction of the Project, which right shall include the responsibility of the Tenant to hold the Landlord harmless from and against any and all actions, suits claims and causes of action, and to secure and maintain the appropriate insurance as dictated by the Landlord.

1.3 Condition Precedent to Effectiveness of Lease; Financing Date. As stated above in Section 1.2(a), this Lease shall become effective after its adoption by the Board of County Commissioners, and the expiration of the ten (10) day veto period by the Mayor of Miami-Dade County, unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by Miami Dade Board of County Commissioners. However, this Lease shall not become effective until approved by the Federal Transit Administration, and the delivery of notice to the Florida Department of Transportation, if necessary. The "Financing Date" shall be the date that Tenant closes on its financing for the construction of any Phase of the Project, irrespective of the type or source of the financing. The parties further agree that in no event shall the Financing Date be later than September 30, 2020. Should the Financing Date of this Lease not occur by September 30, 2020, then Tenant agrees to terminate this Lease in writing within three (3) business days thereafter. Should the Tenant fail to terminate this Lease, as required herein, by this Section 1.3, for any reason whatsoever, then the Landlord shall immediately terminate this Lease, and the Tenant shall have no right to cure such termination by the Landlord. The Tenant hereby agrees that Tenant shall terminate this Lease and surrender any and all interest in and to the Demised Property to Landlord, if Tenant is not successful in securing the necessary construction financing for the first Phase of the Project by September 30, 2020. Tenant shall further terminate this Lease as to any subsequent Phase for which it is determined that construction financing cannot be obtained, within three (3) years from the Commencement Date, and shall surrender any and all interest in and to such Phase(s) to Landlord. Any such termination shall be without any compensation and/or reimbursement, whatsoever, to the Tenant, and at no cost to Landlord, for any Phase of the Demised Property in which the Tenant has not secured the requisite construction financing. The parties hereby acknowledge and agree that such necessary construction financing for the Project may include any, all, or none of the following: (a) the proceeds of bonds issued by any applicable state agency or local housing authority, gap financing, state or local loans, or other local subsidy and (b) a binding commitment for the sale or syndication of the low-income housing tax credits that are issued with bonds, within three (3) years following the Commencement Date.

1.4 **Conditions Precedent to Commencement of Construction of any Phase**. Before Commencement of Construction of any Phase, and in addition to the submission and approval process specified in Article 4 for construction generally, Tenant shall comply with the Landlord's review process, which shall include the Tenant submitting any and all Plans and Specifications to both the County's Public Housing and Community Development Department ("PHCD") and the Department Transportation and Public Works ("Transit" or "DTPW"). The parties hereby agree that the Tenant shall also inform the Landlord of any and all applicable hearings regarding the Project, irrespective of where such hearings may be held. Further, the Tenant shall provide the Landlord with a copy of any and all testing performed on the Demised Property, such as soil compaction testing, and/or groundwater environmental testing, as well as the results of any other inspection or testing. In addition, the Tenant shall also supply PHCD and Transit with a courtesy copy of such final Plans and Specifications before Commencement of Construction of any Phase of the Project.

1.5 **Performance and Payment Bonds**. At least ten (10) days before Tenant commences any construction work related to any portion of each Phase or any materials are purchased from a supplier, Tenant shall execute, deliver to the County and record in the public records of the County, a payment and performance bond equal to the total cost of construction of the improvements in each Phase. Each payment and performance bond shall be in compliance with all applicable laws including the terms of section 255.05, Florida Statutes, and in compliance with 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 the Tenant beneficiaries thereof, as joint obligees. Tenant shall not allow any mechanics liens or materialman's liens, or liens, judgments or encumbrances of any kind ("Encumbrances"), to be placed on, or to cloud title of, the County's fee simple interest in the Property and shall indemnify the County for any costs, expenses, or damages County incurs by reason thereof, in the event that any such Encumbrance is not removed as a lien on the County's fee simple interest in the Property within thirty (30) days after Tenant receives written notice from the County demanding removal of such Encumbrance, and in which case such Encumbrance shall be deemed an Event of Default hereunder. Tenant shall promptly take all steps required to promptly remove or otherwise resolve all such Encumbrances of which Tenant has been given actual notice. The proposed bond or bonds, if required, shall be subject to review and approval by Miami-Dade County, Internal Services Department, Risk Management Division, as well as to PHCD and Transit.

Alternatively to the 255.05 payment and performance bond, Tenant may: (1) provide the County with an alternate form of security in the form of a certified check that the County may deposit in a County-controlled bank account or an irrevocable letter of credit in a form and for an amount that is acceptable to the County ("Alternative Security"), to remain in place until evidence reasonably satisfactory to the County is submitted to demonstrate all contractors performing the Improvements have been paid and the Improvements have achieved Completion of Construction, and such Alternative Security shall meet the specifications set forth below; (2) require that each prime contractor hired by Tenant to perform work on the Improvements shall provide a performance bond with a surety insurer authorized to do business in the State of Florida as a surety in an amount not less than 100% of their respective contract in a form acceptable to the County to insure that his/her construction work shall be completed by the contractor or, on its default, their surety and shall name the County as an additional obligee and shall meet the specifications set forth below; and (3) each prime contractor hired by Tenant to perform work on the Improvements

shall 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 100% of their respective contract in a form acceptable to the County to secure the completion of the Improvements free from all liens and claims of sub-contractors, mechanics, laborers and material men and shall name the County as an additional obligee and payee. The Alternative Security and the Bond(s) shall comply with the requirements of Section 255.05.

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

(A) Tenant shall obtain a conditional release of lien from each of its prime contractor(s) at the time each progress payment is made.

(B) Tenant shall obtain an unconditional release of lien from each of its prime contractor(s) within five (5) business days after payment is made.

(C) In the event Tenant's contractor(s) claim non-payment(s), and/or, fail to timely provide unconditional releases of lien within the timeframe stipulated under these terms, County reserves the right but not the obligation to:

(i) Reduce the amount(s) in question from the cash deposit(s) or security posted until the claim(s) is/are liquidated; or

(ii) Appropriate funds for such payment(s) from any cash deposit(s) or security posted and make payment(s) directly to the claimant(s).

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

ARTICLE 2
CERTAIN DEFINED TERMS

In addition to other capitalized terms as defined in the introductory recitals or elsewhere in this Lease, when used in this Lease, the terms set forth below, shall be defined as follows:

2.1 Additional Rent shall mean:

a.) a percentage of the rent the Tenant charges to its commercial and/or retail sub-tenants ("Retail Subtenant"). The amount of the percentage shall be two and one-half percent (2.5%) of the actual rent, excluding any type of common area maintenance (CAM) charges imposed by the Tenant for payment or reimbursement of such expenses. CAM charges are defined herein as overhead costs such as electricity, water, taxes and/or other operating expenses that are being paid or reimbursed to the Tenant, from any Retail Subtenant. The Tenant shall also be permitted to exclude (net out) from the calculation of Additional Rent the following two (2) items: (a) the cost of brokerage commissions applied against the gross rent amount over the term of the

Sublease, and (b) sales tax remitted to the State of Florida, Department of Revenue on such rentals; and

b.) any and all other costs and expenses relating to the Demised Property, such as electricity, water, sewer, storm water utilities, real estate taxes, sales taxes, other Impositions, and/or other expenses that are the responsibility of the Tenant, and are paid by the Landlord and are to be reimbursed by the Tenant to the Landlord.

2.2 **Affordable Housing** shall mean housing that is affordable to natural persons or families whose total annual household incomes do not exceed one hundred forty percent (140%) of the area median income of Miami-Dade County, adjusted for household size, in accordance with the Landlord's internal housing requirements, including, but not limited to the fact that the housing cost is at or below thirty percent (30%) of household income or such other amount as may be allowed or required under applicable laws.

2.3 **Area Median Income or AMI** shall mean the income limits that are determined by the United States Department of Housing and Urban Development ("HUD"), which is calculated by household size for each metropolitan area, and parts of some metropolitan areas. HUD estimates the median family income for an area in the current year and adjusts that amount for different family sizes in order for family incomes to be expressed as a percentage of the area median income. For purposes of this Lease, the Area Median Income or AMI shall be for the Miami-Dade County metropolitan area, as adjusted for household size.

2.4 **As-Built Plans** shall mean the final and permanent record of the actual structures that are developed on the Demised Property. As-Built Plans are the design and Construction Plans checked in the field for accuracy and revised to show the actual condition, locations, elevations, and specifications of materials for the constructed Improvements and utilities, including, but not limited to, storm water management areas such as retention and detention basins. Actual location of structured, including but not limited to, the top of any building(s), foundation(s), grades elevations, and other key locations are to be shown on the As-Built Plans.

2.5 **Board** shall mean the Board of County Commissioners of Miami-Dade County, Florida.

2.6 **Building** or **Buildings** shall mean the building, buildings, or structures (as the context indicates) and other Improvements to be erected on, above, or below the Demised Property, or a portion thereof, in accordance with Article 4 below (including any replacements, additions and substitutes thereof).

2.7 **Certificate of Occupancy** shall mean the temporary or permanent certificate issued by the governmental agency and/or department authorized to issue a certificate of occupancy or certificate of completion, as applicable, evidencing that the applicable Building(s) is (are) ready for occupancy in accordance with applicable Laws or Ordinances.

2.8 **Code** shall mean the Code of Miami-Dade County.

2.9 **Commencement Date** shall be the date on which Tenant shall take possession of Demised Property in accordance with Section 1.2.

2.10 **Commencement of Construction** and **Commenced Construction**, when used in connection with construction of a Phase or the Project, as the case may be, shall mean the earlier of the filing of the notice of commencement under *Florida Statutes*, Section 713.13, or the visible start of infrastructure work on the site of a Phase or the Project, including on-site utility, excavation or soil stabilization work. In order to meet the definition of "Commencement of Construction" or "Commenced Construction," such filing of the notice or visible start of work must occur after Tenant has received any applicable permits for the work being done on the particular Phase of the Project on which construction is proposed to commence.

2.11 **Completion of Construction** shall mean, for any Phase of the Project, the date a temporary or permanent Certificate of Occupancy is issued for that Phase.

2.12 **Construction Phases** shall mean the division of the Project into three (3) separate Phases, as further described in Sections 4.2 and 4.3, and as illustrated in the Development Concept, shown in Exhibit "B". For purposes of development, construction, and mortgaging of each Phase, notwithstanding the fact that Phases are identified numerically, there shall be no obligation to construct Phases One, Two, and Three in that chronological order. The first Phase to be developed is deemed to be "Phase One" and the use of the words "first phase" or "initial Phase" and/or "Phase One" in this Lease shall refer to the same portion of the Project. The use of the phrase "subsequent Phase" in the Lease is acknowledged to refer to Phase Two or Phase Three, as applicable.

2.13 **Construction Plans** shall consist of the final design plans for the particular improvements comprising each of the three (3) Phases, including the drawings and specifications which are in a format with sufficient detail, as required to obtain building permits for such improvements, and as further described in Section 4.6 and 4.7.

2.14 **Demised Property** shall mean collectively the property described in Exhibit "A", consisting of the Land, the air rights above the Land, and easements, rights-of-way and all appurtenances thereto leased to Tenant, in its "as-is" "where-is" condition, pursuant hereto, as follows, all of which are and shall be subject to the remaining provisions of this Lease:

a.) The "Air Rights" portion of the Demised Property, which shall mean the airspace above the Land;

b.) Except to the extent reserved herein to Landlord, the drains, utility lines, or other easements, and improvements of Landlord located in areas within or adjacent to the Demised Property may be used by Tenant in connection with the Project, and any such use shall be set forth in the Plans and Specifications;

c.) Such rights of support and rights of use in respect of, if necessary, supports, and foundations for the support of the Demised Property and other improvements thereon;

d.) The right of access to erect, maintain, repair, renew and replace such supports, foundations, and other improvements;

e.) The right of pedestrian ingress, egress and passageway to and from the Station which shall be necessary or desirable for entrance, exit and passageway to and from the Demised Property, and to and from the Station and the System for the use in common of Landlord

and Tenant, and their respective successors, assigns, patrons, tenants, invitees and all other persons having business with any of them;

f.) The right to construct, install and maintain within the area of pedestrian ingress, egress and passageway in the Station but outside the fare gates, signs for the purpose of advertising the Project, or events, activities or operations in the Project; provided, however, that the design, size and location of the structures in which the signs are posted shall be subject to the approval of Landlord in accordance with the other terms of this Lease and the Code of Miami-Dade County;

g.) All development rights, if any, with respect to the Demised Property, if any, owned or held by, or vested with, or issued in favor of or inuring to Landlord.

RESERVING UNTO LANDLORD, subject to the remaining provisions of this Lease, the following:

(i) the permanent and perpetual non-exclusive right of ingress, egress and passageway in, over, through and across the Demised Property which shall be necessary or desirable, as determined by the Landlord, for entrance, exit and passageway of persons and property, including vehicles, to and from the Station, the System and the parking areas; irrespective of whether or not all entrances, exits and passageways to be used in exercising such right shall be as set forth in the Plans and Specifications or the Development Concept for the Project;

(ii) all subsurface rights under the sidewalks, streets, avenues, curbs, and roadways fronting on and abutting the Demised Property for the purpose of maintaining subsurface supports, utilities, and other infrastructure;

(iii) the permanent and perpetual non-exclusive right to use the space located in the Public Areas of the Demised Property solely for the purpose of ingress and egress of passengers (Transit patrons) using the Station, System and the parking areas, as well as for the transportation of baggage, mail, supplies and materials of the Landlord, and such Transit patrons, to and from the Demised Property, public thoroughfares, and the Station; and

(iv) the permanent and perpetual non-exclusive right to use and occupy the space located in the Public Areas of the Demised Property to be occupied by Station signs, which signs shall be approved by Tenant as to location and size.

IT BEING UNDERSTOOD between the parties hereto that no portion of the Station or the System is being leased, conveyed or granted or intended to be leased, conveyed or granted to the Tenant and that all portions or areas of the Station and System are expressly EXCEPTED AND RESERVED unto the Landlord, AND with respect to the Station and the System, Tenant shall have no right of support or right of use in respect of supports or foundations for the support of the Demised Property or any other improvement.

2.15 **Development Concept** shall mean and refer to the overall site plan, building elevations, space plans, configuration of Improvements and program summary as articulated for the Project, in draft, which, in its current version as of the Commencement Date is in illustrated

Exhibit "B", and incorporated herein by reference, and as may be amended or modified by the mutual written agreement of both Landlord and Tenant.

2.16 **Development Rights** shall mean, for purposes of the Demised Property and this Lease, the rights granted pursuant to this Lease to Tenant and/or its Sublessees or co-developers to develop the Project in one Phase or any number of Phases, up to a total of three (3) Phases.

2.17 **Elderly Housing** shall mean an age-restricted apartment community, which housing is specifically designed for older adults that meet the income limits for the area, and be either (a) 62 years of age or older, as specified in Section 420.503(15), *Florida Statutes*, or (b) otherwise meet the definition of "Housing for the Elderly" in Section 420.503(19), *Florida Statutes* and "Housing for Older Persons" in Section 760.29(4), *Florida Statutes*, and 42 U.S.C. § 1301, et seq., which permit residents of age 55 or older.

2.18 **Events of Default** shall be as defined in Section 19.1 (as to Events of Default by Tenant) and Section 19.7 (as to Events of Default by Landlord).

2.19 **Financing Date** shall mean that date as defined in Section 1.3 of this Lease, which is the first (1st) date that the Tenant closes on its financing for at least one (1) Phase of the Project (the actual closing date), irrespective of the type or source of the financing. The parties further agree that in no event shall the Financing Date be later than September 30, 2020.

2.20 **Foreclosure Purchaser** shall have the meaning ascribed to such term in Section 19.3(b) herein.

2.21 **Impositions** shall mean all ad valorem taxes, special assessments, sales taxes or any other levies by any governmental entity with appropriate jurisdiction.

2.22 **Improvements** shall mean the Buildings to be constructed on the Demised Property, and the parking areas (including garages), hardscaping and landscaping, other structures, facilities or amenities, and all related infrastructure, installations, fixtures, equipment, utilities, site-work and other improvements existing or to be developed upon the Demised Property.

2.23 **Land** shall mean a portion of the real property located at 2005 W. Okeechobee Road, in Hialeah, Florida (Folio Number: 04-3013-076-0010), which portion is described in Exhibit "A", which exhibit is incorporated herein by this reference.

2.24 **Landlord** shall mean Miami-Dade County, a political subdivision of the State of Florida.

2.25 **Laws and 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 Property.

2.26 **Lease** shall mean this Lease (including all exhibits and schedules) and all amendments, supplements, modifications, addenda or renewals thereof.

2.27 **Leasehold Mortgage** shall mean a mortgage or mortgages or other similar security agreements given to any Leasehold Mortgagee of the leasehold interest of Tenant (or a Sublessee) hereunder, and shall be deemed to include any mortgage or trust indenture under which this Lease shall have been encumbered.

2.28 **Leasehold Mortgagee** shall mean the holder of a Leasehold Mortgage, as reasonably approved by Landlord, and the successors or assigns of such holder, mortgagee or beneficiary, and shall be deemed to include the trustee under any such trust indenture and the successors or assigns of such trustee.

2.29 **Lender** shall mean any Leasehold Mortgagee or Subleasehold Mortgagee.

2.30 **Minimum Rent** shall have the meaning ascribed to such term in Section 3.1.

2.31 **Mortgage** shall mean a Leasehold Mortgage or Sublease Mortgage.

2.32 **Parcel** shall have the same meaning as the Demised Property.

2.33 **Permit** shall mean any permit issued or to be issued by the appropriate governmental agency and/or department authorized to issue such permits, including but not limited to applicable permits for construction, demolition, 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.

2.34 **Phase or Phases** shall have the meaning ascribed to such terms in Sections 4.2 and 4.3 of this Lease, and shall mean the same as the definition for Construction Phases (see definition in 2.11).

2.35 **Plans and Specifications** shall mean the plans and specifications for all the work in connection with the demolition or alteration of existing Improvements, if any, and the construction of each Phase of the Project required to be done or performed hereunder and shall include any changes, additions or modifications thereof, provided the same are approved as provided herein.

2.36 **Project** shall mean the overall development, including all of all Phases of the Development Concept on the Demised Property, substantially as described in Section 4.3, and in the Plans and Specifications to be submitted by Tenant, which may be amended and/or revised from time to time with the prior written approval of the Landlord. The Project is a mixed-use, mixed-income, residential and retail development adjacent to the Okeechobee Metrorail Station. Among other features, the Project will include approximately 202 Elderly Housing units, an 84-unit luxury workforce housing tower, and approximately 10,000 square feet of retail space.

2.37 **Public Areas** shall mean the unenclosed areas of the Demised Property, generally available and open to the public during normal business hours, as well as the parking garage(s), but shall not include the common areas in the residential component of the Project.

2.38 **Rent** shall mean Minimum Rent.

2.39 **Retail Subtenant** shall mean an entity that has the right to use and occupy commercial or retail rental space within the boundary of the Demised Property that is leased by the Tenant from the Landlord. The Retail Subtenant has responsibilities to both the Tenant and the Landlord. The Retail Subtenant shall not have right to sue, or otherwise bring an action or cause of action of any type against the Landlord. The Tenant remains responsible to the Landlord for the payment for any Additional Rent, and for any damages to the Demised Property caused by the Retail Subtenant.

2.40 **Station** shall mean the existing Okeechobee Metrorail Station portion of the System.

2.41 **Subleasehold Mortgage** shall mean a mortgage or mortgages or other similar security agreements given to any Subleasehold Mortgagee encumbering the subleasehold interest of a Sublessee under a Sublease, and shall be deemed to include any mortgage or trust indenture under which any Sublease shall have been encumbered.

2.42 **Subleasehold Mortgagee** shall mean the Lender holding a Subleasehold Mortgage.

2.43 **Sublease** shall mean any instrument pursuant to which all or any portion of the Demised Property is subleased, including but not limited to a grant by Tenant to a Sublessee for the right to develop a specific Phase of the Project.

2.44 **Sublessee** shall mean the tenant, lessee, or licensee or their successors or assigns under any Sublease.

2.45 **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 and 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.

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

2.47 **Taking Authority** shall mean the federal, state or county government, or any agency or authority possessing the power of eminent domain to transfer title to a property from one owner to the government, or governmental agency or authority.

2.48 **Tenant** shall mean Cornerstone Group Partners, LLC, a Florida limited liability company, its successors and assigns.

2.49 **Unavoidable Delays** shall mean 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; any act, neglect 'or failure to perform of or by the Landlord (to the extent that it affects performance by Tenant); enemy action; civil disturbance; 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 moratoriums. 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 Delays, 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. Failure to notify a party of the existence of Unavoidable Delays within the fifteen (15) days of its discovery by a party shall not void the Unavoidable Delays, but the time period between the expiration of the fifteen (15) days period and the date actual notice of the Unavoidable Delays is given shall not be credited to the obligated party in determining the anticipated time extension.

2.50 **Vouchers** shall mean Project-Based Vouchers issued to residential tenants under the United States Department of Housing and Urban Development's Section 8 Project-Based Rental Assistance Program.

ARTICLE 3
RENT

3.1 **Minimum Rent**. The Minimum Rent (or sometimes described as "Rent") to be paid by Tenant to Landlord, which rent payments shall be made payable to the Public Housing and Community Development Department, beginning on the Financing Date, as described below, and delivered to the Accounting Department of the Public Housing and Community Development Department, located 701 N.W. 1st Court, Suite 1400, Miami, Florida 33136, is comprised of all of the following:

a.) For each Phase, a capitalized rent payment equal to One Hundred Thousand Dollars ($100,000.00), payable in one (1) lump sum payment, within one (1) business day following the date on which the Tenant, or its or its applicable Sublessee for that Phase, closes on its construction financing for the applicable Phase of the Project, by check or by wire transfer; and

b.) For each Phase, an amount equal to twenty-eight percent (28%) of the developer fee payable by the Tenant, or its applicable Sublessee for that Phase, to its affiliated development company which enters into a development agreement with the Tenant, or its applicable Sublessee for that Phase, payable in installments within three (3) business days following the date on which Tenant makes corresponding installment payments to said development company; and

c.) For each Phase, an annual amount equal to twenty-eight percent (28%) of the net cash flow that is distributable to the managing member of Tenant or its applicable Sublessee for that Phase (or if the Sublessee is a limited partnership, then to the general partner of such Sublessee). The rent payments to the Landlord, from the net cash flow, shall be paid to the Landlord on an annual basis (every twelve (12) months), on or before the date which is three (3) months following the Tenant's fiscal year end, without demand, deduction, set-off, or claim; and

d.) As indicated below in Section 3.2, an amount equal to two and one-half percent (2.5%) of the income from the Retail Subtenants. The Additional Rent payments to the

Landlord, for the income from the Retail Subtenants, shall be paid to the Landlord in arrears on a bi-annual basis (every six (6) months), without demand, deduction, set-off, or claim.

3.2 **Rent on Commercial or Retail Spaces**. When Tenant subleases any portion of the Demised Property for a commercial or retail use (such as convenience store, sandwich shop or a commercial resident-oriented amenity) incidental to the primary use of the Project as a residential community, Tenant shall pay to Landlord, as Additional Rent, an amount equal to two and one-half percent (2.5%) of the rent paid to Tenant by such Retail Subtenant. Tenant shall lease approximately 10,225 square feet for such commercial or retail use (contemplated to be divided into areas measuring 3,580 square feet in two (2) of the Phases and 3,065 in the remaining Phase). The Tenant shall sublease such commercial or retail space at or as close to the fair market value for such spaces as practical. And if the Tenant is, for any reason, unable to rent the commercial or retail spaces for fair market value, then the Tenant shall immediately notify the Landlord of such, and provide the explanation(s) for its inability to achieve the goal of securing fair market value for the subleases.

3.3 **Rent Reporting Requirements**.

a.) The Tenant shall prepare and submit to the Landlord, along with its annual payment of the Rent, a statement from the Tenant describing the total amount of proceeds received from all sources of income, including, but not limited to the leasing of the residential units, and retail spaces, and the methodology utilized by the Tenant to determine the amount of Rent paid to the Landlord.

b.) The Tenant shall, annually, submit to the Landlord a separate statement of gross revenues received by the Tenant, which statement shall be certified as being accurate by an independent certified public accountant, which shall be paid for by the Tenant.

c.) Should the Tenant fail to pay any of the aforementioned Rent on time, as described herein above, then there shall be a ten (10) day grace period for the Tenant to make the necessary rent payment to the Landlord. After the ten (10) day grace period, the Tenant shall then be liable to the Landlord for interest on such unpaid Rent at the highest rate of interest permitted by law, and a penalty in the amount of One Hundred Dollars ($100.00) per day that such rent payment is late, or ten percent (10%) of the amount owed, whichever is greater (but in no event with the amount of interest exceed applicable legal maximum rate of interest), and shall continue until unabated while the delinquent amount remains unpaid. The interest and the penalty amounts are cumulative.

3.4 **Outside Date for Project Completion**. In addition to any remedies available by law, if Tenant has not received a Certificate of Occupancy for all Phases of the Project within forty-eight (48) months following the Commencement Date for the initial Phase, it shall be an Event of Default, and the Demised Property, excluding (i) portions for which a Certificate of Occupancy has been issued and (ii) removable personal property shall, at Landlord's discretion, revert to Landlord, upon Landlord providing notice to Tenant of its desire to exercise its right of reversion by terminating this Lease to that portion(s) of the Demised Property for which the Tenant failed to secure a Certificate of Occupancy. Notwithstanding the foregoing, Landlord may, in its sole discretion, extend such forty-eight (48) month period if the Tenant has used and is continuing

to use good faith efforts to complete all of the Phases, and Tenant requests such extension in writing.

3.5 **Discontinued Use of Station or System**. Landlord covenants and agrees with Tenant that Landlord will use good faith efforts not to discontinue, substantially curtail, or cease the operation of the Metrorail, including the Station, during the first thirty (30) years of the Term. In the event Landlord determines to permanently discontinue or cease the operation of the Station or System, despite such covenant and agreement, then, in addition to any other rights Tenant has hereunder, (a) Tenant shall have the right, at its option, to terminate this Lease and its obligations hereunder by giving written termination notice to Landlord within six (6) months after such discontinuance or cessation, and this Lease shall terminate fifteen (15) days following the date of Tenant's notice of termination. In the event Tenant exercises its option there shall be no reimbursement of Rent paid to the Landlord.

3.6 **Approved Restriction Adjustments**. Landlord and Tenant acknowledge and agree that Tenant plans to develop the Project substantially as described in Section 4.3 and as illustrated in the Development Concept, as found in Exhibit "B", which is incorporated herein by reference. In the event, if within one (1) year from the Commencement Date the Tenant determines that due to Laws and Ordinances, Tenant is not able to develop the Project substantially as contemplated in Section 4.3 and as illustrated in the Development Concept, as found in Exhibit "B", 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 the Demised Property shall automatically revert to the Landlord upon the termination of this Lease. In such event this Lease shall terminate fifteen (15) days following the Landlord's receipt of notice of termination.

ARTICLE 4
DEVELOPMENT OF LAND AND CONSTRUCTION OF IMPROVEMENTS

4.1 **Uses of the Demised Property**.

a.) Tenant and Landlord agree, for themselves and their successors and assigns, to devote the Demised Property to the uses specified and contemplated in this Lease, or other or additional uses to which the parties have in good faith agreed, and to be bound by and comply with all of the provisions and conditions of this Lease.

b.) The parties recognize and acknowledge that the manner in which the Improvements 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, Tenant will use reasonable efforts to create a development on the Demised Property which (i) enhances the ridership and usage of the Station and the System, (ii) creates strong access links between the Demised Property, the Station and the System, and (iii) creates a mixed-income residential community, having, at minimum, 286 units of apartments, which will include housing for all income levels from extremely low income, up to market-rate units. The Project will also include approximately 10,000 square feet of ground-floor retail space, a portion of which shall be included

in each Phase of the Project. All of the units shall offer washer and dryers, along with available high-speed internet and cable access. Tenant shall establish such reasonable rules and regulations governing the use and operation by Retail Subtenants of their leased premises as Tenant shall deem necessary or desirable in order to assure the level or quality and character of operation of the Demised Property required herein; and Tenant will use reasonable efforts to enforce such rules and regulations.

4.2 **Development Rights and Construction Phases**. Prior to the Commencement Date, Tenant formulated the preliminary Development Concept, which, as articulated as of the Commencement Date, is illustrated in Exhibit "B". As of the Commencement Date, Tenant has undertaken economic and feasibility analyses with respect to the Development Concept. Based on the results of such analyses and continuing site plan, feasibility and implementation work to incorporate such results, the Development Concept may be amended in Tenant's discretion, subject to Landlord's reasonable approval. In no event shall those changes or amendments adversely impact the overall intended benefit to the Landlord. Tenant may, at its election, construct as many additional units, greater than the aggregate of 286 units described in Section 4.1 above, as it desires and for which it is able to obtain Permits and other governmental approvals.

4.3 **Phased Development; Amenities**. Tenant has proposed a phased construction approach and contemplates developing the Demised Property in Phases as set forth below, and as further illustrated in the Development Concept (see Exhibit "B"). Each of the phases described below is referred to as a "Phase" and when more than one Phase is referred to herein they are referred to as the "Phases." Collectively, all of the three (3) Phases together constitute the "Project." Each Phase may be constructed and developed independently of the other Phases and in any sequence.

a.) The following is an approximation of the description for each Phase of the Project:

(i) Phase One (aka Metro Grande I) — an approximate 108-unit multifamily high rise rental Building, with up to ninety percent (90%) of the units allocated for tenants holding Vouchers and Phase One serving households earning an average sixty percent (60%) (overall average) of the Area Median Income of Miami-Dade County, adjusted for household size. The construction of the Building may include a structured parking garage which will accommodate all of the required parking for the residential units in Phase One of the Project as prescribed by the applicable zoning code. Phase One shall also include approximately 3,580 square feet of retail space, and approximately 4,730 square feet of common area space. Common area space includes both amenity space, such as lobby, mailroom, electrical room, and maintenance room. As a result, the Building will have approximately 3,000 square feet of amenity space, which will include a business center, fitness center, library, activity room, and a social room. Tenant agrees that Completion of Construction for Phase One will be within forty-eight (48) months of the Commencement Date. Should Completion of Construction for Phase One fail to occur within forty-eight (48) months from the Commencement Date it shall be an Event of Default, and the Landlord shall be permitted to immediately terminate this Lease, after sixty (60) days from the expiration of the forty-eight (48) month period (for a total of fifty (50) months from the Commencement Date) for Phase One, as well as for the undeveloped portion of the Demised Property (i.e., Phases not having been issued building permits), without any compensation to the

Tenant, and Phase One, along with the undeveloped portion Demised Property, shall immediately revert to the possession of the Landlord.

(ii) Phase Two (aka Metro Grande II) — an approximate 94-unit multifamily high rise rental Building, with up to fifty eight percent (58%) of the units allocated for residents holding Vouchers, and Phase Two serving a mix of average household incomes within the Area Median Incomes of Miami-Dade County, adjusted for household size. Phase Two will also include a dining room measuring approximately 2,800 square feet which will be made available by Tenant to the Hialeah Housing Authority for serving free lunches to residents of the Project, and to other people residing within the zip code in which the Project is located. The construction of Phase Two may include a structured parking garage which will accommodate all of the required parking for the residential units in Phase Two of the Project as prescribed by the applicable zoning code. Phase Two shall also include approximately 3,580 square feet of retail space, and approximately 5,000 square feet of common area space and amenities. Included in the amenity space shall be a business center, library, and social room. Tenant agrees that Completion of Construction for Phase Two will be within forty-eight (48) months of the Commencement Date. Should Completion of Construction for Phase Two fail to occur within forty-eight (48) months from the Commencement Date it shall be an Event of Default, and the Landlord shall be permitted to immediately terminate this Lease after sixty (60) days from the expiration of the forty-eight (48) month period (for a total of fifty (50) months from the Commencement Date) for Phase Two, as well as for the undeveloped portion of the Demised Property (i.e., Phases not having been issued building permits), without any compensation to the Tenant, and Phase Two, along with the undeveloped portion Demised Property shall immediately revert to the possession of the Landlord.

(iii) Phase Three (aka Metro Grande III) — an approximately 84-unit multifamily high rise mixed-income rental Building, with approximately forty percent (40%) of the units allocated for tenants earning sixty percent (60%) (overall average) or less of the Area Median Income of Miami-Dade County, adjusted for household size, approximately five percent (5%) of the units allocated for extremely low-income tenants, and approximately fifty-five percent (55%) of the units for rental to (a) households earning up to one hundred forty percent (140%) of the Area Median Income for Miami-Dade County, adjusted for household size, or (b) market-rate rental. The construction of Phase Three may include a structured parking garage which will accommodate all of the required parking for the residential units in Phase Three of the Project as prescribed by the applicable zoning code. Phase Three shall also include approximately 3,065 square feet of storefront retail space, approximately 8,300 square feet of common area space and amenity space. Common area amenities will include a social room, internet café, fitness center, and a activity room. Tenant agrees that Completion of Construction for Phase Three will be within forty-eight (48) months of the Commencement Date. Should Completion of Construction for Phase Three fail to occur within forty-eight (48) months from the Commencement Date it shall be an Event of Default, and the Landlord shall be permitted to immediately terminate this Lease after sixty (60) days from the expiration of the forty-eight (48) month period (for a total of fifty (50) months from the Commencement Date) for Phase Three, as well as for the undeveloped portion of the Demised Property (i.e., Phases not having been issued building permits), without any compensation to the Tenant, and Phase Three, along with the undeveloped portion Demised Property shall immediately revert to the possession of the Landlord.

b.) All of the one bedroom, one-bath units will consist of approximately 616 square feet and the two bedroom, one-bath units will consist of approximately 900 square feet. Tenant hereby agrees that all of the residential units shall have modern finishes, and shall also have Energy Star refrigerators, dishwashers, washing machines, and dryers. All of the units shall also have HVAC units, with high efficiency SEER (minimum of 15 SEER rating), high efficiency wall insulation, Energy Star compliant appliances, and ceiling fans in bedrooms and livings rooms. The units shall incorporate other energy efficient items, such as programmable thermostats, high-efficiency tank-less water heaters, showerheads that use less than 2.5 gallons a minute, faucets that use 2 gallons of water per minute or less in the kitchen and bath, toilets which utilize 1.6 gallons of water or less. The Tenant further agrees that all outdoor landscaping shall incorporate drought-tolerant plants, no invasive plants, and include a high efficiency irrigation system, which the Tenant will maintain.

c.) The Tenant shall be solely responsible for incorporating any and all security measures into the Project, including, but not limited to energy efficient LED lighting throughout the Demised Property, security cameras in and about all Buildings (interior and exterior) and parking garages. Parking garages shall also have ambient lighting which will come on during evening hours. Further all exterior doors, residential units, common area amenities, and elevators leading to and from residential units, and/or to or from parking garages, shall operate on a key fob system, which the Tenant shall install and maintain.

d.) The Tenant, at its sole cost and expense, shall incorporate a Transit patron drop-off and pick-up area near the north end of the Station, which shall be used to drop-off and pick-up Transit patrons at the Station. Such area must permit drivers to stop and park temporarily (the driver remaining in the vehicle) to discharge or pick up Transit patrons to and from the Station. The location of the Transit patron drop-off and pick-up area shall be subject to prior approval by **Transit.**

4.4 Uniform Federal Accessibility Standards (UFAS). The Tenant shall meet or exceed federal accessibility requirements and other requirements as indicated herein. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 and 24 C.F.R. Parts 8 and 9, prohibits discrimination against persons with disabilities in any program or activity receiving Federal Financial assistance. 24 C.F.R. § 40.4 established the Uniform Federal Accessibility Standards (UFAS) as the standard design, construction, or alteration of residential structures. UFAS became effective July 11, 1988. For new housing construction and/or rehabilitation projects, the Tenant shall provide at a minimum (unless more stringent requirements apply) not less than five percent (5%) of UFAS compliant units for mobility-impaired persons. An additional minimum of two percent (2%) is required for people with hearing or vision impairments. Not less than one unit each shall be provided for mobility-impaired and one unit for vision or hearing impaired if percentages indicate that less than one unit is required. UFAS compliance and certifications are required for all areas required by UFAS including interior and exterior of units, common areas, site and parking, etc. The Tenant shall retain an independent, experienced, and qualified third party consultant (UFAS consultant) to certify UFAS compliance in a certification form provided by the Landlord. The UFAS consultant shall provide the FTA UFAS Accessibility Checklist along with its certification form, attached hereto as Exhibit D, to the Landlord. The UFAS consultant shall not be the Architect of Record. The UFAS consultant shall have experience in providing UFAS certification including design reviews, construction reviews, and certifications. Additionally, the

UFAS consultant shall provide to the Tenant and copy the Landlord review comments at fifty percent (50%) and one hundred percent (100%) of construction documents. The Tenant shall submit, through the Landlord, its one hundred percent (100%) construction documents for UFAS units for review. Any comments by the Landlord and any other agencies having jurisdiction shall be incorporated in the construction documents. The UFAS consultant shall also conduct on-site inspections during construction at fifty percent (50%) and one hundred percent (100%) of Construction Completion to confirm UFAS compliance, which shall be attended by the Tenant, Architect of Record, UFAS consultant, and the Contractor. The Tenant shall facilitate site access for site inspections. Landlord will provide comments to the Landlord and the Tenant. The Tenant shall address all comments to receive Landlord's approval. If Tenant fails to comply with UFAS, as may be identified by the Landlord, or any other entity having jurisdiction, such noncompliance shall be deemed an Event of Default pursuant to Article 19 of this Agreement, and the Tenant shall be provided an opportunity to cure said default, at the Tenant's cost, as prescribed by Article 19 of this Agreement. On-going information concerning UFAS units and its occupants shall also be required by the Landlord, which requirement shall survive this Agreement. The Tenant shall provide required UFAS – related information as reasonably required by the Landlord. In addition, Tenants are highly encouraged to provide units that are easily "adaptable" to UFAS units. The Tenant shall assist with UFAS reports and any other reports or information required by Landlord.

4.5 **Construction; Delegation and Landlord Joinders**. Tenant shall have the right to develop and to construct or cause construction of the Improvements, subject to the terms and conditions of this Lease. Consistent with Section 17.1 of this Lease, Tenant, with the prior written consent of the Landlord, through its County Mayor, or its Board of County Commissioners, may, depending upon Tenant's desire to be relieved of its responsibilities, delegate its authority to develop the Demised Property by partial assignment, assignment, joint venture. Further, as used in this Lease, the term "Developer" shall refer to Tenant or any assignee, successor, Sublessee, co-developer or joint venturer of Tenant, involved in the development of the Project.

Landlord agrees to join in any plat or other applications, easements, restrictive covenants, easement vacations or modifications, and other documents, including but not limited to estoppels and non-disturbance and attornment agreements as provided in this Lease, as may be necessary for Tenant to finance, develop and use the Demised Property in accordance with the Plans and Specifications and/or the Development Concept as specified herein, and in a manner otherwise permitted hereunder; provided that such joinders by Landlord shall be at no cost to Landlord other than its costs of review, and also provided that the location and terms of any such easements or other restrictive covenants, and related documents, shall be reasonably acceptable to Landlord, which acceptance shall not be unreasonably withheld or delayed. In addition, Landlord agrees to reasonably cooperate with the Tenant or the Developer with respect to and in support of applications dealing with governmental or other financing sources, and possible grants, benefits or incentives to which Tenant or Developer may be entitled to apply for in connection with the Project.

4.6 **Miami-Dade County's Rights As Sovereign**. Notwithstanding any provision of this Lease and Miami-Dade County's status as Landlord thereunder:

a.) 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 and/or Permits 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 and development of the Buildings and Improvements provided for in this Lease; and

b.) Miami-Dade County shall not by virtue of this Lease be obligated to grant the Tenant, any Sublessee, Developer, co-developer, or Mortgagee, or any other person or entity associated with the Demised Property or the Project or any portions thereof, 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 and development of the Buildings and other Improvements provided for in this Lease.

4.6 **No Liability for Exercise of Police Power**. Subject to any contrary provision in this Lease, or any Landlord covenant or obligation that may be contained in this Lease, Landlord shall have no obligation, including but not limited to the following:

(a) To apply for or assist the Tenant in applying for any county, city or third party permit or needed approval (other than FTA and/or FDOT approval which shall be handled by the Landlord); or

(b) To contest, defend against, or assist the Tenant in contesting or defending against any challenge of any nature;

and, except as otherwise set forth in this Lease, this Lease shall not bind the County Board, the Regulatory and Economic Resources Department, or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Landlord or any other applicable governmental agencies in the exercise of its police power; and, except as otherwise set forth in this Lease, the Landlord shall be released and held harmless, by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the Tenant or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy will require the Landlord to exercise its quasi-judicial or police powers. Without limiting any other provision of this Lease, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Landlord's obligation to use reasonable good faith efforts in the permitting of the use of County owned property regarding the Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Lease. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Lease, unless such failure was unreasonable or untimely or in direct contravention to another provision of this Lease.

4.7 **Conformity of Plans**. Plans and Specifications and Construction Plans, and all work by Tenant or any Developer with respect to the Demised Property and Tenant's or a Developer's construction of Buildings and Improvements thereon shall be in conformity with this Lease, applicable building codes, and all other applicable federal, state, county and local laws and regulations including, but not limited to, applicable provisions of the Fire Life Safety Criteria found in the Metrorail Compendium of Design Criteria, Volume 1, Chapter 9 and the Transit Adjacent Construction Safety Manual or its replacement. It should be noted that the Adjacent Construction Safety Manual contains minimum requirements and the Landlord may impose more stringent requirements as to construction of the Improvements if the Landlord reasonably determines that more stringent requirements are warranted to adequately protect the System and its operation, provided that the Landlord shall (a) impose such requirements at the earliest stage possible, and (b) cooperate and work in good faith with the Tenant to mitigate any safety standards and requirements that would materially increase construction costs or materially delay construction through alternative practices and procedures to facilitate the construction of the Project without such increase in costs or delays in construction wherever reasonably possible, provided that such alternative practices and procedures shall not jeopardize the safety of the System or the users of the System or of any employees, agents, licensees and permittees of the Landlord. Notwithstanding the foregoing, the Tenant shall not be obligated to demolish or renovate any portion of the Project that has been constructed in order to comply with the provisions of this paragraph.

4.8 **Design Plans; Review and Approval Process**.

a.) Tenant shall submit Plans and Specifications and Construction Plans to PHCD and Transit for review, coordination and approval of each Phase at the different stages of the Project, as described below. Such submittal shall occur either prior to or simultaneously with any submission to any other governmental department and/or agency, and shall be in addition to any requirement for the Tenant to secure any other type of governmental department or agency approval and/or Permit. For each submittal (collectively "Plan Submittals"), Tenant shall submit eight (8) sets of prints with the date noted on each print, and also submit eight (8) copies of Article 4 of this Lease. In addition, the Tenant shall provide the Internal Services Department ("ISD") with a courtesy copy of the Plans and Specifications and Construction Plans at the time of such submittal to PHCD and Transit.

b.) Tenant shall submit the Development Concept, as well as its site plan, floor plans, and elevations, to PHCD and Transit for approval.

c.) All submissions may be by Tenant directly or, in Tenant's discretion, by the Developer involved in a to-be-identified aspect of the Project. Both PHCD and Transit shall review these plans promptly, in good faith, to ensure that all previous PHCD and Transit comments to which the parties have agreed have been incorporated therein.

d.) Upon its initial receipt of each of the Plans and Specifications, PHCD and Transit shall review same, reasonably and in good faith, and shall, within thirty (30) 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 disapproval, Tenant shall, within thirty (30) business

days after the date Tenant receives such disapproval, make those changes necessary to meet PHCD's and Transit's stated grounds for disapproval. Upon its receipt of revised Plans and Specifications showing the changes requested by PHCD and Transit, both PHCD and Transit shall review same, reasonably and in good faith, and shall, within fifteen (15) days after receipt thereof, advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval.

e.) As an alternative to revising the Plans and Specifications upon receipt of PHCD's and Transit's disapproval of the initial submission, Tenant may request reconsideration of such comments, by first describing in detail why it reasonably believes that the Plans and Specifications should not be changed or modified, in which case, within thirty (30) business days of such request for reconsideration, PHCD and/or Transit shall again advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. If PHCD and/or Transit continues to disapprove after reconsideration, Tenant shall resubmit revised Plans and Specifications to PHCD and Transit within thirty (30) calendar days after the date Tenant receives such disapproval. Any resubmission shall be subject to review and approval by PHCD and Transit, in accordance with the procedures hereinabove provided for an original submission, until the same shall receive final approval by PHCD and Transit. PHCD and Transit and the Tenant shall in good faith attempt to resolve any disputes concerning the Plans and Specifications in an expeditious manner. If PHCD and/or Transit shall have approved any aspect of the Plans and Specifications in an earlier Plan Submission, and no portion of the revised Plans and Specifications has affected the earlier-approved aspect, PHCD and/or Transit shall not have the right to disapprove that which it approved earlier, absent a finding that said aspect of the Plans and Specifications unreasonably interferes with the operation of the Station and/or the System, as determined by Landlord, and/or it fails to comply with applicable Laws and Ordinances.

f.) Following completion of the approval process described above, the PHCD and Transit approved Plans and Specifications for each Phase shall be the Construction Plans for that Phase. PHCD's and Transit's approval shall be in writing and each party shall have a set of Construction Plans signed by all parties as approved. In the event any material change occurs after approval of the Construction Plans for a Phase, then Tenant must resubmit the changed portion of the Construction Plans for PHCD's and Transit's reasonable approval (irrespective of whether the change is required by another Miami-Dade County department as part of the permitting process).

4.9 **Subdivision of Demised Property and "As-Built" Plans**. In proceeding with the approval of the Development Concept, to the extent legally permissible and without waiving any of Landlord's sovereign rights as set forth in Section 4.5 herein, should the Landlord determine that the Demised Property needs to be platted, the Tenant shall, at its own cost and expense, undertake such responsibility to secure a plat(s) of the Demised Property or a Waiver of Plat. The Landlord agrees to cooperate with Tenant to review and facilitate its applications in connection with any waiver of plat efforts or to secure a plat of the Demised Property. Landlord further agrees to reasonably cooperate with Tenant and to execute any documents that may be reasonably requested by Tenant to accomplish such waiver of plat approval or plat approval. Notwithstanding anything to the contrary in this Lease, in the event a waiver of plat is not approved or is otherwise indefinitely deferred, the County, solely in its capacity as Landlord and property owner, consents to the Tenant, at Tenant's sole cost and expense, filing an application for a plat to separate the Demised Property from the remaining property owned by the Landlord. Further, at the completion

of each Phase and again at the completion of the entire Project, Tenant shall provide Landlord with eight (8) sets of As-Built Plans.

4.10 Tenant Development Obligations. PHCD's and Transit's approval of the Development Concept and Plans and Specifications pursuant to this Article 4 shall not relieve Tenant (or any Developer) of its obligations under law to file such Plans and Specifications and Construction Plans with any department of Miami-Dade County or any other governmental authority having jurisdiction over the issuance of building, zoning or other Permits and to take such steps as are necessary to obtain issuance of such Permits. Tenant acknowledges that any approval given by PHCD and/or Transit pursuant to this Article 4, shall not constitute an opinion or agreement by PHCD or Transit that the Construction Plans are structurally sufficient or in compliance with any Laws or Ordinances, and no such approval shall impose any liability upon PHCD or Transit. Tenant shall use reasonable efforts to include a provision in each partial assignment, assignment and/or Sublease, and each Leasehold Mortgage (and to cause Sublessees to include a provision in each Subleasehold Mortgage) which will vest the Landlord with all right, title and interest in the Construction Plans and Plans and Specifications for the Phase delegated to the Tenant, any Sublessee, or a Developer and/or financed by a Lender, subject to the prior rights of the Lender, if (a) an Event of Default occurs, and (b) the affected Lender does not elect to construct and complete the Buildings of such Phase.

4.11 Facilities to be Constructed. Landlord shall not be responsible for any costs or expenses for the construction and/or maintenance of the Buildings and Improvements, except as otherwise provided herein or agreed to by the parties. After Completion of Construction, in each and every Phase, the Tenant shall warrant to the Landlord the condition of the Buildings and Improvements on the Demised Property, which warranty shall include whether or not such Buildings and Improvements meet or exceed any and all applicable federal, state, county, and municipal codes, laws, and ordinances.

4.12 Progress of Construction. Subsequent to the Financing Date, Tenant shall submit reports to both PHCD and Transit, quarterly or at some other frequency reasonably and mutually agreed to, of the progress of Tenant with respect to development and construction of the Project. Tenant, by executing this Lease, represents it has visited the site, is familiar with local conditions under which the construction and development is to be performed, will perform or cause the performance of all test borings and subsurface engineering generally required at the site under sound and prudent engineering practices, and will correlate 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 Buildings and Improvements. Landlord makes no warranty as to soil and subsurface conditions. Subject to the provisions hereof regarding Unavoidable Delays, Tenant shall not be entitled to any adjustment of Rent payments or of any applicable time frame or deadline under this Lease in the event of any abnormal subsurface conditions unless the subsurface conditions are so unusual that they could not have reasonably been anticipated, and in such event, time periods shall be extended by the reasonable time necessary to accommodate redesign and lengthened construction schedules resulting from that event.

4.13 Ownership of Improvements. All Buildings and Improvements and all material and equipment provided by Tenant or on its behalf which are incorporated into or become a part

of the Project (except that connected to the Station and/or System utilities or facilities) shall, upon being added thereto or incorporated therein, and the Project itself, be and remain the property of Tenant, but subject to the same (not including personal property of Tenant or Sublessees) becoming the property of Landlord at the expiration or termination of the Term of this Lease.

4.14 Mutual Covenants of Non-Interference. Tenant's development and construction of the Project and its use and operation of the Demised Property shall not materially and adversely interfere with Landlord's customary and reasonable operation of the Station and/or the System. Similarly, Landlord agrees to use best efforts so that its use of the Station area does not materially and adversely interfere with Tenant's development and construction of the Project and its use and operation of the Demised Property and the Improvements to be constructed thereon. Tenant acknowledges that Landlord's use and operation of the Station and of the System is paramount and that Tenant's use of the Demised Premises and any improvements thereof shall not interfere with the operation of the Station or the System. Landlord acknowledges, however, that it shall operate the Station and System in a manner that does not interfere with Tenant's rights hereunder. If during the process of construction, Landlord reasonably determines that the safety of any Transit patrons, and/or the Station or the System is or reasonably likely to be in jeopardy, Landlord will inform Tenant of such determination and of the basis for it; whereupon Landlord and Tenant will cooperate in good faith with a view toward abating or effectively managing the source of jeopardy to any Transit patrons and/or the Station or System. If despite good faith efforts and cooperation the safety of any Transit patrons and/or the Station or System is adversely affected in a manner that is neither abated nor effectively managed, Landlord may, upon reasonable notice to Tenant, slow down or stop construction by Tenant so as to address the source of the jeopardy. 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.

4.15 Connection of Buildings to Utilities.

a.) Tenant, at its sole cost and expense, shall install or cause to be installed all necessary connections between the Buildings constructed or erected by it on the Demised Property, 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 Property.

b.) Tenant's obligations hereunder shall be subject to Landlord's express obligation hereunder to disclose in writing (and accompanied by plats, surveys, legal descriptions or sketches of surveys to the extent applicable and available) the location of all utility fixtures and installations, and all recorded or unrecorded easements or licenses affecting the Demised Property, which disclosure shall be made as soon as practicable after the Financing Date, and the documents which Landlord must furnish to Tenant, if any, are listed in Schedule 4.14. If Tenant or another Developer, acting in good faith and in the exercise of commercially reasonable discretion, and within one (1) year of the Financing Date of this Lease, determine that the Project cannot practicably be developed as contemplated hereunder due to matters affecting title, then Tenant may by written notice to Landlord terminate this Lease prior to the issuance of a building permit

whereupon Landlord shall reimburse to Tenant, if paid to Landlord, the amount of the Rent paid to Landlord and neither party shall have any liability to the other thereafter under this Lease.

4.16 **Connection Rights**. Landlord hereby grants to Tenant, commencing with the Board's approval of this Lease and continuing during the Term, the non-exclusive right to construct utility infrastructure and connections and to tie-into existing infrastructure and utility connections serving the Demised Property, all as to be specified in the Construction Plans; subject to the ongoing right of Landlord to construct above or below grade connections between the Station and any land or facilities, excluding the Project, owned or operated by Landlord or another governmental agency or entity.

4.17 **Off-Site Improvements**. Any off-site improvements required to be paid or contributed as a result of Tenant's development of the Demised Property shall be paid or contributed by Tenant or third-parties to which Tenant delegates such responsibility. Tenant shall have the right and opportunity to perform its due diligence with respect to off-site improvements required to implement the Project, and Tenant may terminate this Lease, in the same manner and to the same effect as provided in Section 4.14, prior to the issuance of a building permit but no later than one (1) year from Commencement Date.

4.18 **Introduction of Waste or Hazardous Materials**. The Tenant agrees that in its use of the Demised Property it shall comply with any and all applicable laws and regulations regarding waste and hazardous materials. Tenant shall not cause or allow on or upon the Demised Property, or as may affect the Demised Property, any act which may result in the discharge of any waste or hazardous materials, or otherwise damage or cause the depreciation in value to the Demised Property, or any part thereof due to the release of any waste or hazardous materials on or about the Demised Property. The Tenant further hereby agrees to immediately notify the Landlord, in writing, should an accident or incident occur in which any waste and/or hazardous materials are released or otherwise discharged on or about the Demised Property. Tenant is prohibited from storing any material, vehicle or equipment, including any hazardous or flammable material, within or around the Station or the System, including the near or underneath the Metrorail Guideway. The term hazardous materials shall mean any explosives, radioactive materials, friable asbestos, electrical transformers, batteries, and any paints, solvents, chemicals, or petroleum products, as well as any substance or material defined or designated as a hazardous or toxic waste material or substance, or other similar, term or substance used by any federal, state, municipal or local environmental statute, regulation or ordinance presently or hereinafter in effect, as such statute, regulation or ordinance may be amended from time to time.

4.19 **Signage and Landscaping of Entrances**. Landlord agrees to cooperate with Tenant in the development of plans regarding entrances to the Demised Property in order to achieve an aesthetic blend of landscaping and signage. All costs of developing such plans shall be paid by Tenant.

4.20 **Designation of Landlord's Representative**. The County Mayor, or the Mayor's designee, 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.) Review and approve documents, Plans and Specifications, applications (not funding applications, provided that such funding application(s) does not need approval by the Landlord), subleases, requests, estoppels and joinders and consents required or allowed by Tenant to be submitted to Landlord in accordance with the terms of this Lease, and generally take actions on behalf of Landlord to implement the terms hereof;

b.) Consent to actions, events, and undertakings by and/or for Tenant for which consent is required by Landlord;

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

c.) Execute the Commencement Date Confirmation; and

d.) Execute non-disturbance agreements and issue estoppel statements as provided elsewhere in this Lease;

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

f.) Execute on behalf of the Landlord, consistent with Section 23.6 of this Lease, 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 Property, and

g.) Amend this Lease to correct any typographical or non-material errors, or to address revisions or supplements hereto of a non-material nature.

4.21 Developers or Co-Developers. In the event that an assignee or Sublessee is acting as the Developer of a Phase, as designated by Tenant, then Landlord agrees to cooperate with Tenant and such other Developer for purposes of this Lease; provided that Tenant shall have all rights provided to it under the relevant assignments, contracts, or Subleases, 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.

4.22 Rental Affordability Restrictions. After the award of any funding by the Landlord regarding the Demised Property, the Tenant will enter into a Rental Regulatory Agreement with the Landlord or such other document approved by the Landlord, which (1) shall be in conformance with all applicable rules and regulations of the State of Florida and the Landlord, (2) shall be for a period of not less than thirty (30) years; and (3) shall be recorded in the Public Records of Miami-Dade County, Florida. The Tenant hereby agrees that the use of such funds shall be in accordance with the terms and conditions of this Lease, and for developing Affordable Housing on the Demised Property. Any failure by the Tenant to utilize the funds correctly, pursuant to the terms and conditions of the Rental Regulatory Agreement, shall be an Event of Default (cross-default) under this Lease.

4.23 **Creating Sustainable Buildings.** The Tenant acknowledges and agrees that it is required to comply with the Landlord's rules, regulations, and ordinances pertaining to constructing sustainable (or "green") buildings on the Demised Property that conserve the community's natural resources, save taxpayer dollars, and reduce operating expenses, and create a healthier built environment for employees, tenants, and visitors of the Buildings. As a direct result of the Tenant's commitment to build sustainable Buildings, the Tenant further agrees to the following:

a.) The Tenant is required, at its sole cost and expense, to build each Phase of the Project to ensure that each Phase receives at least a Silver certification rating from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED), and that each Phase is also in compliance with any and all of the "green building standards" required by the Landlord for new construction projects, in addition to any and all building code restrictions and/or requirements. The Tenant acknowledges and agrees that the LEED Silver certification or designation means that each Phase of the Project shall be built to meet certain specifications as outlined by the U.S. Green Building Council, which will include various "green" or environmentally responsible features including, but not limited to, the preparation of the site, as well as the design and construction of Buildings and Improvements; and all shall be reviewed, examined, approved, and certified by a neutral and independent third-party who is certified or approved by the U.S. Green Building Council, and who also regularly certifies such structures as meeting certain LEED standards and/or requirements. The Tenant agrees to regularly provide the Landlord with copies of any and all records and/or reports (including but not limited to any approvals, rejections and/or comments) from the neutral and independent third-party reviewing each Phase of the Project to establish that the Tenant is in fact proceeding with the construction in a manner to ensure that the LEED Silver designation can be secured from the U.S. Green Building Council. The Tenant also hereby acknowledges and agrees that it must incorporate high performance building concepts and technologies in order to enhance the overall design and construction of each Phase of the Project, while simultaneously making any and all Buildings, Improvements, and the remaining public spaces environmentally responsible.

b.) Further, the Tenant hereby acknowledges and agrees that the LEED Silver certification or designation is a description or label designed to establish the level of energy efficiency and sustainability for Buildings and Improvements in each Phase of the Project, as well as the overall Project; and should substantially improve the "normal" or "regular" energy efficiency and indoor air quality for each Phase of the Project, as well as the overall Project, including, but not limited to, each individual residential unit. Beyond these environmentally responsible steps, the Tenant specifically agrees to consider additional areas or means to improve and/or protect the environment with regard to the Project, and inform the Landlord of any and all such additional methods or ways that the Tenant will utilize "green building standards" in the design and construction of the overall Project in an effort to achieve the important goals of creating a healthy place to live and work as well as an environmentally responsible development in the community.

c.) Substitution of Standard: The requirement for applying the LEED Silver certification or designation may be exempted or modified due to special circumstances of the Project. For example, the Florida Green Building Coalition has a standard for multi-family residential developments that might be equally acceptable to the Landlord. Such exemption or

modification shall be for the express purpose of ensuring the use of the most appropriate or relevant rating standard or system, and shall not, in any way, exempt the requirement to apply green building practices at the Silver certification, or similar designation as administered by a different organization. This substitution process shall be administered by and through the Sustainability Manager of the Landlord.

4.24 **Continuing Control**. Landlord shall retain the continuing control, right and ability hereunder to cause any development of the Demised Property to have the physical and functional relationship to the Station and the System, and to be consistent with the transit uses and goals described in Section 4.1(b). Continuing control shall at all times be retained throughout the term and any extensions of the Lease.

4.25 **Construction Related Liens**. The Tenant hereby agrees that it shall notify and/or otherwise inform any and all persons, firms, entities, companies, and/or contractors and/or subcontractors dealing with the Tenant, with respect to furnishing of any labor, services, and/or materials for the Project, that no liens of any nature or character, including, but not limited to mechanic's or materialmen's liens, shall be imposed upon or enforced against the Landlord, or the Landlord's interest in the Demised Property. The Tenant shall also notify and/or otherwise inform any and all persons, firms, entities, companies, and/or contractors and/or subcontractors dealing with the Tenant that their only recourse shall be against the interest of the Tenant, and/or the Tenant's credit. The Tenant shall include language to the effect of the foregoing sentence in all of its contracts and/or agreements, if any.

4.26 **Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms**. The Tenant shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

a.) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b.) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

c.) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d.) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

e.) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

4.27. **County Small Business Requirements**. The Tenant, Developer, Sublessee, contractor and/or subcontractor in addition to any other requirements under this Lease, shall be

responsible for any and all costs and/or fees associated with the Small Business Development ("SBD") monitoring of the Project, including the inspection and/or audit of any and all books, records and/or documents, to ensure that the Tenant, Developer, Sublessee, contractor and/or subcontractor, as the case may be, is in compliance with this Lease, and Section 2-11 of the Miami-Dade County Code.

a.) The Tenant will comply with administrative procedures for monitoring compliance with and enforcement of the requirements of this Lease, in accordance with Miami-Dade County Code, Section 2-11.16. Such procedures provide that:

(i.) As may be described elsewhere in this Lease, the Miami-Dade County, Internal Service Department, Small Business Development Division ("SBD") may conduct investigations of compliance with the requirements of Miami-Dade County Code, Section 2-11.16, and issue written notices to the Tenant, and/or Developer and/or Sublessee (or contractor or subcontractor under the Tenant, Developer, and/or Sublessee) when it determines based on such investigation that the Tenant, Developer, or Sublessee (or contractor or subcontractor) has not complied with the requirements of Section 211.16;

(ii.) The Tenant, Developer, Sublessee, contractor or subcontractor shall respond in writing to the notice of noncompliance;

(iii.) Based on the response, SBD may determine to rescind the notice of noncompliance or to conduct a Compliance Meeting with the affected Tenant, Developer, Sublessee, contractor or subcontractor at which any additional evidence may be presented;

(iv.) SBD shall make a written compliance determination following any Compliance Meeting. A determination that the Tenant, Developer, Sublessee, contractor or subcontractor has not complied with the requirements of this Lease (and/or with Miami-Dade County Code, Section 2-11.16) and shall state the basis therefore and shall advise the Tenant, Developer, Sublessee, contractor or subcontractor of its right to file a written request with the County Manager (or the County Manager's successor) within thirty (30) calendar days to schedule an administrative hearing before a hearing officer to appeal the determination as provided below; and

(v.) Should the Tenant, Developer, Sublessee, contractor or subcontractor, as the case may be, fail to respond to a notice of noncompliance, and/or fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by SBD after a Compliance Meeting it shall be deemed not to have complied with the requirements of this Lease and/or the Miami-Dade County Code, Section 2-11.16, as stated in the notice or determination of non-compliance and, in the case of underpayment of the required overall per hour rate, an amount sufficient to pay any underpayment shall be deemed an event of default under this Lease, and the Landlord shall be permitted to undertake adequate remedies at law or in equity as it deems appropriate to compensate any affected employee or laborer, including but not limited to retaining any funds otherwise due to the Tenant, Developer or Sublessee. Further should the Tenant, Developer, Sublessee or subcontractor who does not make the required payment of the underpaid wages or who does not pay any fine imposed hereunder shall not be deemed responsible to perform subsequent Miami-Dade County

construction contracts and shall be ineligible to be awarded such contracts for so long as the identified underpayment or any penalties imposed therefor remain outstanding, not to exceed three (3) years.

4.28 **Community Business Enterprise Program.** Tenant shall comply, and shall cause its contractor, architect/design professionals, and all subcontractors, sub-consultants, subtenants and licensees to comply, with the Landlord's Small Business Enterprise ("SBE") Programs including, without limitation, SBE-Construction, SBE-Architectural and Engineering, SBE-Goods, SBE-Services, Responsible Wages and Benefits Program, the Community Workforce Program, and 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, if applicable, the Employ Miami-Dade Program Administrative Order No. 3-63. Prior to advertisement and entering into any design or construction contract for the Project, 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. Notwithstanding the foregoing, Landlord agrees that certain contracts entered into by Tenant as described on Schedule 4.28 hereof, are hereby approved. The County Mayor, or the Mayor's designee, 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 shall adhere to those Applicable Measures 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 construction contracts a prohibition against imposing any requirements against SBE entities 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 Project, and any Project enhancements. Tenant shall comply with the SBE requirements during all phases of construction of the Project, including in accordance with the SBE requirements package attached hereto as Exhibit "D", which is incorporated herein by this reference. Tenant shall require its contractor(s) to include Davis-Bacon Wages or Responsible Wages, as applicable, 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 construction of the Project, and/or pay the applicable monetary penalty pursuant to the Code.

ARTICLE 5
PAYMENT OF TAXES, AND ASSESSMENTS

5.1 **Tenant's Obligations for Impositions.** Tenant shall pay or cause to be paid all Impositions, before any fine, penalty, interest or cost may be added thereto, including but not limited to any real estate tax, sales tax, ad valorem tax or similar Impositions which at any time

during the Term of this Lease have been, or which may become, a lien on the Demised Property or any part thereof; provided, however, that:

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

b.) If 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 or termination of the Term, shall be adjusted between Landlord and Tenant as of the expiration or termination of the Term so that Tenant shall pay only that portion of such Imposition that is applicable to the period of time prior to expiration or termination of the Term, and Landlord shall pay the remainder thereof if it is otherwise obligated to do so.

c.) If any Imposition relating to the period prior to the Commencement Date shall be the sole responsibility and obligation of Landlord.

5.2 Contesting Impositions.

a.) 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 Section 5.1 herein, Tenant may postpone or defer payment of such Imposition if:

(i) Neither the Demised Property nor any part thereof would by reason of such postponement or deferment be in danger of being forfeited or lost; and

(ii) Upon the termination of any such proceedings, Tenant shall pay the amount of such Imposition or part thereof, if any, as finally determined in such proceedings, together with any costs, fees, including attorneys' fees, interest, penalties and any other liability in connection therewith.

b.) Landlord shall not be required to join in any proceedings referred to in this Section 5.2 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 shall participate in such proceedings at Tenant's cost.

ARTICLE 6
SURRENDER

6.1 Surrender of Demised Property. On the last day of the Term, or upon any earlier termination of this Lease, Tenant shall surrender and deliver up the Demised Property to the possession and use of Landlord without delay and, subject to the provisions of Articles 16 and 19 herein, with the Buildings and Improvements in their then "as is" condition and subject to reasonable wear and tear, Acts of God, and casualties.

6.2 Removal of Personal Property. 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 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 a Building or necessitate changes in or repairs to a Building, Tenant shall repair or restore (or cause to be repaired or restored) the Building to a condition substantially similar to its condition immediately preceding the removal of such furniture, furnishings, movable trade fixtures and business equipment, or pay or cause to be paid to Landlord the reasonable cost of repairing any damage arising from such removal.

6.3 Rights to Personal Property after Termination or Surrender. Any personal property of Tenant which shall remain in the Demised Property after the fifteenth (15th) day following the termination or expiration of this Lease and the removal of Tenant from any of the Building(s), may, at the option of Landlord, be deemed to have been abandoned by Tenant and, unless any interest therein is claimed by a Lender, 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.

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

ARTICLE 7
INSURANCE AND INDEMNIFICATION

7.1 Insurance. Landlord and Tenant hereby agree that the terms and provisions governing the insurance required pursuant to this Lease are contained in Schedule 7.1 hereto, which is hereby incorporated herein by reference. Further, in each and every Sublease and sub-sublease, unless agreed to otherwise by the Landlord, the Tenant shall take reasonable efforts to ensure that there is an appropriate clause or section that requires the Subtenant and any sub-subtenant to secure and maintain adequate insurance, at least to the levels that are contained in Schedule 7, which insurance names and protects the Landlord just as Tenant is required to protect the Landlord.

7.2 Indemnification. Landlord and Tenant hereby agree that the Tenant, shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of any

claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Tenant or its employees, agents, servants, partners principals or subcontractors. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord, where applicable, including any and all appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. 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 indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided. Further, Tenant hereby agrees that it shall require any of its Sublessees to also indemnify the Landlord to the same extent as Tenant has indemnified Landlord herein above. In each and every Sublease and sub-sublease, Tenant shall require and ensure that there is an appropriate clause or section that duly indemnifies and protects the Landlord just as Tenant has indemnified the Landlord.

7.3 **Liability for Damage or Injury**. Landlord shall not be liable for any damage or injury which may be sustained by any party, person or any personal property located on the Demised Property other than the damage or injury caused solely by the gross negligence of Landlord, its officers, employees, or agents, and all of which is subject to the limitations of *Florida Statutes*, Section 768.28.

ARTICLE 8
OPERATION

8.1 **Control of Demised Property**. Landlord agrees that, subject to any express limitations and approvals imposed by the terms of this Lease, Tenant shall be free to perform and exercise its rights under this Lease and shall have exclusive authority to develop, direct, operate and manage the Demised Property, including with respect to the Project of all Phases thereof and the rental of the Buildings and Improvements. Tenant hereby agrees that any and all utilities with respect to the Demised Property shall be in the name of the Tenant, or the Sublessee, or sub-sublessee, or whoever is responsible for such usage. However, under no circumstance, whatsoever, shall the Landlord be responsible for any utilities on the Demised Property, including, but not limited to, the installation, maintenance, initial cost or fee and/or any on-going charges or fees. Tenant hereby agrees to pay any and all such utilities relating to the Demised Property in a timely manner, so as to avoid any lien or encumbrance on the Demised Property.

8.2 **Non-Interference**. Landlord and Tenant hereby mutually agree not to interfere with the free flow of pedestrian or vehicular traffic to and from the Public Areas and to and from the Station. They further agree that, except for those structures reasonably necessary for security and safety purposes, no fence, or any other structure of any kind (except as may be specifically permitted or maintained under the provisions of this Lease, indicated on 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 and to and from the Station. The foregoing shall not prohibit Tenant from closing any Buildings and denying access to the public at such times and in such manner as deemed necessary by Tenant during the development or construction of any portion of the Buildings, the repair and maintenance of the Demised Property or during the operation of the Demised Property, provided such closing does not materially and adversely interfere with (i) the public's reasonable

access to the Station, or (ii) Landlord's customary operation of the System, unless Tenant obtains Landlord's prior written consent. Landlord acknowledges that Tenant's Development Concept anticipates security arrangements including locked Buildings with access limited to Retail Subtenants, Sublessees, renters or their permitted invitees. Tenant shall ensure and maintain 24 hour, and 365 day access into the parking garage area designated for the Landlord and Transit patrons.

8.3 **Repair and Relocation of Utilities**. Landlord and Tenant agree to maintain and repair, and each party is given the right to replace, relocate and remove, as necessary, utility facilities within the Demised Property required for the build-out of the Project, consistent with the Development Concept, or for the operation of the Demised Property, including the Station, the System and all existing and future improvements, provided:

a.) Such activity does not materially or adversely interfere with the other party's operations (as evidenced in advance by a written instrument authorizing such repair and/or relocation of utilities);

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 Property are thereafter restored to their former state and impacts to any Improvements are addressed and corrected;

d.) Each party complies with the provisions of all Permits and licenses which have been issued and are affected by such repair and relocation;

e.) Landlord agrees to cooperate with Tenant in relocating existing utility lines and facilities on or adjacent to the Demised Property which need to be relocated to develop the Project, including reasonable use of existing easements benefiting the Land and adjoining rights of way to the Land, and the location and stubbing of utility connections leading to the Demised Property in a manner reasonably consistent with Tenant's development plans; and

f.) After Tenant's Completion of Construction, Tenant shall no longer be obligated to secure the Landlord's prior written consent to repair or relocate utilities located solely on the Demised Property.

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

a.) Landlord agrees that, to the extent permitted by law, Tenant shall have the exclusive 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 or on the Demised Property to the extent that any and all signs comply with Miami-Dade County's Sign Code as determined by the Director of Miami-Dade County Regulatory and Economic Resources Department, or designee. 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.) 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 the conduct of Tenant's business, or in the occupancy and enjoyment of the Demised Property by Tenant, or any Sublessees.

c.) As used in this Lease, "signs" shall be deemed to include 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 to the extent that any and all signs comply with Miami-Dade County's Sign Code as determined by the Director of Miami-Dade County Regulatory and Economic Resources Department, or designee.

8.5 **Landlord's Signs Upon Demised Property**. Station and System wide informational graphics, as well as any advertising, shall be allowed to be placed within the Demised Property at the sole expense of Landlord and at locations and in sizes mutually agreed upon by Landlord and Tenant.

8.6 **Utilities**. The Tenant, with regards to the Buildings and Improvements on the Demised Property, shall be solely responsible for securing and maintaining any and all utilities (and in any Buildings, all common areas), and doing so in its own name, including, but not limited to, and security deposits to commence the utility services. Utilities, such as water, sewer, storm water, electric, telephone, cable, and all other utilities charges or invoices for the Demised Property, Buildings, and Improvements shall be timely paid by the Tenant. Exceptions to the foregoing include electrical, cable and telephone services secured by the residents of the Building, and any utilities that any of the Subtenants shall place in their names and maintain.

8.7 **Security**. The Tenant agrees to be fully responsible for the costs of security, as well as determining what security is necessary, and maintaining such security for the Demised Property, including any and all of the Buildings and Improvements thereon. The Landlord shall have no responsibility for the security of the residents or any Retail Subtenant, guests, customers, clients, vendors, or other invitees on and about the Demised Property. As part of the Tenant's safety measures, the Tenant shall have appropriate security personnel for the Buildings, as it deems necessary. Further, the Tenant shall have security cameras in the common areas of the Buildings, including but not limited to the garages, providing the Tenant and others with a taped report, should an incident occur. The Tenant shall further ensure that there is sufficient lighting in all common

areas, including, but not limited to, hallways, staircases, parking facilities, and any entrance ways to protect residents, Retail Subtenants, as well as their guests, clients, and customers, and for the protection and safety of the Tenant, and its employees, agents, and vendors. Further, should the Tenant determine that any additional security is necessary for the Demised Property, any of the Buildings, any of the residents, Retail Subtenants, and/or other invitees or licensees, to the Demised Property, in order to adequately protect the same, then the Tenant, at its sole cost and expense, shall arrange for such security, including, but not limited to, hiring security guards to provide such protection.

8.8 **Cooperation with Hialeah Housing Authority**. The Tenant agrees that it will work with the Hialeah Housing Authority, which cooperation may include entering into a contract with the Hialeah Housing Authority in order for the Hialeah Housing Authority to operate a 2,800 square foot hot meal program in one of the Buildings. The parties agree that the goal of the Tenant cooperating with the Hialeah Housing Authority, in this instance, is for the Hialeah Housing Authority's hot meal program to provide food and nutritional services to the senior citizens of Hialeah, including providing seniors with a nutritionally balanced lunch, at least five (5) days a week, and on holidays, subject to available governmental funding. In addition to providing hot meals on the Demised Property, the Tenant shall work with the Hialeah Housing Authority so that activities are offered to the seniors living in the Project, which activities shall be intended to promote social involvement among seniors, such as (but not necessarily including) monthly holiday celebrations, shopping assistance, walking in and/or to the malls, picnics, beach trips, art shows, and other leisurely activities.

ARTICLE 9
REPAIRS AND MAINTENANCE

9.1 **Tenant Repairs and Maintenance**. Throughout the Term of this Lease, Tenant, at its sole cost and expense, shall keep the Demised Property in good order and condition, and make all necessary repairs thereto. The term "repairs" shall include all replacements, renewals, alterations, additions and betterments deemed necessary by Laws and Ordinances or by Tenant or are matters related to the Landlord's use of the Demised Property. 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, and except for changes reasonably based on deterioration of local conditions, if any. Tenant shall keep and maintain all portions of the Demised Property and all Improvements in reasonable order and operating condition, reasonably free of dirt, rubbish, graffiti, and unlawful obstructions. 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 Tenant following the notice described above, and may seek reimbursement for costs and expenses thereof from Tenant.

Prior to commencing any repairs or improvements to the Demised Property, or to any of the Improvements on or about the Demised Property, which repairs or improvements are reasonably estimated to cost at least Two Hundred Thousand Dollars ($200,000.00) the Tenant shall obtain and deliver to the Landlord, at its sole cost and expense, a payment bond and performance bond, or such other alternate form of security, any or all of which meets the requirements of Section 255.05, *Florida Statutes*, as set forth in Section 1.5, not less than ten (10) days prior to the anticipated commencement date of the repairs or improvements. Consistent with Section 1.5, said

payment and performance bonds shall be in favor of the Landlord, the form of such bonds shall be as provided by Section 255.05, *Florida Statutes*, and each shall be in the amount of the entire cost of the repair or improvement project, regardless of the source of funding. The payment and performance bonds shall name Landlord as an obligee on the multiple obligee rider attached to the payment and performance bond, and shall be issued by a surety insurer authorized to do business in the State of Florida. The bonds shall be subject to review and approval by Miami-Dade County, Internal Services Department, Risk Management Division, as well as by PHCD and Transit. The Tenant shall be responsible for recording the payment and performance bonds as an exhibit to the notice of commencement filed in the public records of Miami-Dade County and providing notice to subcontractors and suppliers, as required by Section 255.05 of the *Florida Statutes*. Said payment and performance bonds shall be maintained in full force and effect for the duration of any such repair or improvement project.

ARTICLE 10
COMPLIANCE WITH LAWS AND ORDINANCES

10.1 Compliance by Tenant. Throughout the Term of this Lease, Tenant, at Tenant's sole cost and expense, shall promptly comply with all Laws and Ordinances applicable to Tenant, the Demised Property, the Project, and/or the Improvements and operations upon the Demised Property, provided such Laws and Ordinances apply to similar properties located in Miami-Dade County, Florida, as they may pertain to the Demised Property generally, and are not specific to the Demised Property.

10.2 Contest by Tenant. Tenant shall have the right, after prior written notice to Landlord, to contest the validity or application of any Laws or Ordinances 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. 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 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.

10.3 Art in Public Places. This project is subject to the Miami-Dade County Art in Public Places requirements to the extent provided in Section 2-11.15 of the Code of Miami-Dade County, managed by the Miami-Dade County Department of Cultural Affairs as detailed in Procedure 358 in the Miami-Dade County Procedures Manual (see http://www.miamidadepublicart.org/#tools).

ARTICLE 11
CHANGES AND ALTERATIONS TO BUILDINGS BY TENANT

11.1 Tenant's Right. Tenant, with Landlord's approval, shall have the right at any time or from time to time during the Term of this Lease, at its sole cost and expense, to expand, rebuild, alter and/or reconstruct the Buildings and other Improvements, and to raze the Buildings provided

any such razing shall be preliminary to and in connection with the rebuilding of a new Building or Buildings, and provided further that, unless waived by Landlord:

a.) the method, schedule, Development Concept and Plans and Specifications for such razing and rebuilding of a new Building or Buildings are submitted to Landlord for its reasonable approval at least one hundred eighty (180) days prior to the commencement of any razing (unless action is required to comply with building and safety codes, in which Tenant will provide Landlord with prior notice that is reasonable under the circumstances);

b.) the rebuilding, alteration, reconstruction or razing does not violate any other provisions of this Lease;

c.) the rebuilding, alteration, reconstruction or razing does not at any time change or adversely affect the Station entrance, or any access thereto except as may be required by Laws and Ordinances, or agreed to by Landlord;

d.) the rebuilding, alteration, reconstruction or razing is intended to address concerns that the existing Buildings and Improvements are not capable of achieving revenue levels reasonably consistent with current and projected market conditions.

e.) Tenant shall obtain all approvals, Permits and authorizations required under applicable Laws and Ordinances.

f.) None of the following provisions are intended to be subject to Landlord's approval:

(i) any modifications, construction, replacements, or repair in the nature of "tenant work," or "tenant improvements", as such terms are customarily used; or

(ii) any normal and periodic maintenance, operation, and repair of the Buildings or Improvements; or

(iii) any interior reconfigurations or non-material alterations made to the Buildings or Improvements; or

(iv) any reconstruction of the Project or any portion thereof as a result of a casualty, so long as such reconstruction is consistent with the Development Concept, and the same number of residential units, if not more, will exist on the Property as the result of the reconstruction of the Project.

ARTICLE 12
DISCHARGE OF OBLIGATIONS

12.1 Tenant's Duty. During the Term of this Lease, except for Leasehold Mortgages or Subleasehold Mortgages or as otherwise allowed under this Lease, Tenant will discharge or cause to be discharged any and all obligations incurred by Tenant which give rise to any liens on

the Demised Property, 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 therefore 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.

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 the Demised Property, 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 therefore 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
PROHIBITIONS ON USE OF DEMISED PROPERTY

13.1 Prohibited Use of Demised Property by Tenant.

a.) Tenant shall not construct or otherwise develop on the Demised Property anything that is inconsistent with the terms and conditions of this Lease.

b.) The Demised Property shall not knowingly be used for the following:

(i) 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); or

(ii) any purpose which violates the approvals of applicable government authorities.

(iii) for any use the is inconsistent with this Lease; and/or

(iv) for any purpose that is, or may reasonably be construed to be, obscene, offensive, derogatory, insulting, disparaging, denigrating, or otherwise is determined by the Landlord to be a use that will lessen the merit, image, and/or reputation of the Landlord.

c.) No covenant, agreement, lease, Sublease, Leasehold Mortgage, Subleasehold Mortgage, conveyance or other instrument shall be effected or executed by Tenant, or any of its successors or assigns, whereby the Demised Property 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 lease, sublease, use or occupancy thereof. Tenant shall comply with all applicable state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, religion, sexual orientation, sex, or national origin in the lease, sublease, or occupancy of the Demised Property.

(i) Affirmative Action Plan - The Tenant shall report to the Landlord information relative to the equality of employment opportunities whenever so requested by the Landlord.

(ii) Assurance of compliance with Section 504 of the Rehabilitation Act - The Tenant shall report its compliance with Section 504 of the Rehabilitation Act whenever requested by the Landlord.

(iii) Civil Rights - The Tenant agrees to abide by Chapter 11A, Article IV, Sections 2 and 28 of the Code of Miami-Dade County, as amended, applicable to • non-discrimination in employment and abide by Executive Order 11246 which requires equal employment opportunity.

(iv) Where applicable, the Tenant agrees to abide and be governed by Titles VI and VII, Civil Rights Act of 1964 (42 USC 2000 D&E) and Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which provides in part that there will be no discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this Lease, with regard to persons served, or in regard to employees or applicants for employment or housing; it is expressly understood that upon receipt of evidence of such discrimination, the Landlord shall have the right to terminate said Lease.

(v) The Tenant also agrees to abide and be governed by the Age Discrimination Act of 1975, as amended, which provides; in part, that there shall be no discrimination against persons in any area of employment because of age. The Tenant agrees to abide and be governed by Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of handicap. The Tenant agrees to abide and be governed by the requirements of the Americans with Disabilities Act (ADA).

d.) Except as otherwise specified, Tenant may use the Demised Property for any lawful purpose or use authorized by this Lease and allowed under the ordinance establishing the zoning for the Demised Property (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 Property or any part thereof or any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may make void or voidable any insurance then in force with respect thereto.

13.2 Dangerous Liquids and Materials. Tenant shall not possess or otherwise maintain flammable or combustible liquids on or about the Demised Property. Tenant shall not knowingly permit its Sublessees or other person or entity in contractual privity with Tenant to carry flammable or combustible liquids into or onto the Demised Property 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 Property; provided that this restriction shall not apply to prevent (a) the entry and parking of motor vehicles carrying flammable or combustible liquids solely for the purpose of their own propulsion, (b) the maintaining retail inventories for sale to retail customers of motor oils and similar types of products, (c) the use of normal cleaning and

maintenance liquids and substances and/or office and other supplies customarily used, or (d) their use in construction of Buildings and Improvements on the Demised Property.

13.3 **Tenant's Duty and Landlord's Right of Enforcement Against Tenant and Successor and Assignee**. Promptly upon learning of the occurrence of actions prohibited by Section 13.1 and 13.2, Tenant shall promptly take 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 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 has inadequate remedies at law. The provisions of this Section shall be deemed automatically included in all Subleases, Leasehold Mortgages, and Subleasehold Mortgages, and any other conveyances, transfers and assignments under this Lease, and any transferee who accepts such Sublease, Leasehold Mortgage, Subleasehold Mortgage 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 rights to obtain the injunctive relief specified therein. Notwithstanding anything to the contrary herein, Tenant's breach of Sections 13.1, 13.2 and 13.3 of the Lease shall not constitute a breach of lease sufficient to permit Landlord to terminate this Lease.

13.4 **Designation of Buildings by Name**. Tenant shall have the right and privilege of designating names by which the Buildings, the Project or a Phase thereof shall be known, so long as such name is not obscene (as defined by *Florida Statutes*). Notwithstanding the foregoing, upon the expiration or early termination of this Lease, or upon the Landlord re-acquiring the Demised Property, or any portion thereof by reversion, the parties hereby agree that the Landlord is not, and shall not be, bound to any designation or name used in connection with any Building, Improvement or the Project.

ARTICLE 14
ENTRY BY LANDLORD

14.1 **Inspection by Landlord of Demised Property**. Landlord and its authorized representatives, upon reasonable notice and in the presence of a representative of Tenant, shall have the right to enter the Demised Property at reasonable times during normal business hours for the purpose of inspecting the same to assure itself of compliance with the provisions of this Lease. Further, the Landlord shall have the right, but shall not be required, to make periodic inspections on or about the Demised Property to determine if the Demised Property is being properly maintained, and is in a reasonably neat and orderly condition. The Tenant shall be required to make any improvements in cleaning and/or maintenance methods as reasonably required by the Landlord.

14.2 **Right to Inspect Books and Records of Tenant**. The Tenant shall always make available to the Landlord for its inspection and/or audit the Tenant's books and records relating to the lease of any and all of residential units and retail spaces on the Demised Property, as well as to any revenue or Rent due to the Landlord. Further, the Tenant hereby acknowledges and agrees that its agreement to construct and maintain a minimum of 232 units of Affordable Housing residential units is an expressed inducement for the Landlord to enter into this Lease. Therefore,

any failure by the Tenant to maintain a minimum of 232 of the residential rental units owned by the Tenant as Affordable Housing units for a period of thirty (30) years following the Tenant securing a Certificate of Occupancy for each Phase of the Project shall be an Event of Default, and the Landlord shall be able to exercise any of its remedies as found in Article 19 of this Lease, in addition to any other remedy found at law or in equity.

14.3 **Limitations on Inspection**. Landlord, in its exercise of the right of entry granted to it in Section 14.1 herein, shall (a) not unreasonably disturb the occupancy of Tenant or Sublessees nor disturb their business activities; and (b) with respect to any residential Sublessee, shall comply with all laws, rules and regulations governing or applicable to the Landlord of a residential premises.

ARTICLE 15
LIMITATIONS OF LIABILITY

15.1 **Limitation of Liability of Landlord**. Landlord shall not be liable to Tenant for any incidental or consequential loss or damage whatsoever arising from the rights of Landlord hereunder except to the extent caused by the gross negligence of the Landlord, or its officers, employees or agents, to the extent allowed pursuant to section 768.28, *Florida Statutes*.

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, except to the extent caused by the gross negligence or willful misconduct of the Tenant, or its employees, agents, officers, partners, members, principals, representatives, or contractors. This section does not apply to actual damage to the Station or System caused by the Tenant, or its employees, agents, officers, partners, members, principals, representatives, or contractors.

ARTICLE 16
DAMAGE AND DESTRUCTION

16.1 **Tenant's Duty to Restore**. If, at any time during the Term of this Lease, the Demised 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, Tenant, at its sole cost and expense, if so requested by Landlord, or elected by Tenant, and provided that the insurance proceeds related to such casualty are made available to Tenant for use in connection therewith, shall repair, alter, restore, replace or rebuild the same as nearly as reasonably possible to its value, conditions, and character which existed immediately prior to such damage or destruction, subject to such changes or alterations as Tenant may elect 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 approval, through its Board of County Commissioners, it may construct Buildings and Improvements which are larger, smaller or different in design, function or use and which represent a use comparable to prior use or compatible with uses of property in the immediate geographical area, to the extent that such construction of Buildings and Improvements are allowed by Article 4 of this Lease and by applicable Laws and Ordinances. However, in the event insurance

proceeds related to such casualty are not made available to Tenant for use in connection therewith, or are deemed insufficient by Tenant in its reasonable discretion, and Tenant elects not to rebuild, Landlord and Tenant shall each have the right to terminate this Lease as to such Phase or Phases which suffered the casualty but the Rent shall continue at the same amount for any remaining portions of the Demised Property, and the affected areas of the Demised Property shall be returned to the Landlord in its original condition (free of any Buildings, Improvements, or other structures).

16.2 **Landlord's Duty to Repair and Rebuild Station**. If, at any time during the Term of this Lease, the Station or System (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, shall in its sole discretion repair or rebuild a station of similar design, size and capacity, as is required by Landlord's transit needs at the time of such repair or rebuilding, except if such fire or other casualty is caused by the Tenant, or any of its employees, vendors and/or agents (in such case the Tenant shall be solely responsible for the repair or rebuilding of the Station or System (or any part thereof) in accordance with the Landlord's needs at the time of such repair or rebuilding, which repair or rebuilding shall occur immediately after any such damage or destruction by fire or other casualty.

16.3 **Interrelationship of Lease Sections**. Except as otherwise provided in this Article 16, the conditions under which any construction, repair and/or maintenance work is to be performed and the method of proceeding with and performing the same shall be governed by all the provisions of Article 4 and Article 11 herein.

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 Schedule7.1 attached, (a) Landlord shall be named as a loss payee as its interest may appear, and (b) the loss thereunder shall be payable to Tenant, Landlord and to any Lender under a standard mortgage endorsement. Neither Landlord nor any Lender shall 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; provided that Lenders' agreements relative to insured losses and use of proceeds shall be subject to the terms of their Mortgages. Any proceeds remaining after completion of rebuilding or repair under this Article, shall be paid to Tenant.

16.5 **Repairs Affecting Station or Demised Property**. Before beginning any repairs or rebuilding, or letting any contracts in connection therewith, required by any damage to or destruction of the Demised Property which adversely affects the Station entrance, or any damage to or destruction of the Station which adversely affects the entrance to or use of the Demised Property, 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), a revised Development Concept, and Plans and Specifications 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 Mortgages.

16.6 **Abatement of Rent**. Except as otherwise set forth in this Lease, Tenant shall not be entitled to abatement, allowance, reduction or suspension of any Rent or other payments due to Landlord under this Lease.

ARTICLE 17
MORTGAGES, TRANSFERS, SUBLEASES, TRANSFER OF TENANT'S INTEREST

17.1 **Right to Transfer Leasehold**. During the Term of this Lease, Tenant upon the prior written consent of the Landlord (meaning either the County Mayor, or the Board of County Commissioners, as described below), subject to any required approval by the Federal Transit Administration ("FTA"), and/or the Florida Department of Transportation ("FDOT"), and subject to Section 4.4 of this Lease, shall be permitted from time to time, to assign or otherwise transfer all or any portion of its rights under this Lease to such other organizations, 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, so long as such organization or entity meets the requirements of Section 125.38 of the *Florida Statutes* and; subject to the following:

a.) Tenant shall not be in default under this Lease at the time of such assignment, or transfer;

b.) Tenant shall obtain written consent of the Landlord, through its County Mayor, or the Mayor's designee, not to be unreasonably withheld, delayed or conditioned, both as to the proposed transfer and the proposed transferee, but only if Tenant desires not to retain its obligation and responsibility to complete the Project under this Lease;

c.) If in any request to the Landlord the Tenant seeks a transfer or an assignment of this Lease and/or a release from liability, then accompanied by any such request to Landlord, Tenant shall include copies of the proposed assignment or transfer documents, together with the latest financial statement (audited, if available) of the proposed transferee and a summary of the proposed transferee's prior experience in managing and operating real estate developments. In such instance, the Board of County Commissioners shall consider the matter and determine, in its sole discretion to consent to the Tenant's release from liability hereunder where the proposed transferee has been demonstrated to have financial worth at least equal to the original Tenant (or is otherwise financially acceptable to the Landlord), a sound business reputation and a demonstrated managerial and operational capacity for real estate developments, and the transferee complies with all applicable local, county, state, and federal laws and ordinances. If the Landlord consents to such transferee or assignee, the original Tenant or then applicable assignor shall be released of all obligations under this Lease accruing after the effective date of such transfer or assignment, but only as to the portion of the Demised Property so transferred. Notwithstanding the foregoing provisions of Section 17.1, nothing herein shall obligate the Landlord to approve any transfer or assignment, and unless otherwise agreed to in writing by the Landlord, if Tenant transfers its interest in all or any part of the Lease prior to the completion of construction of a Phase of the Project, the Tenant (or assignor) who is the transferor shall remain liable under all the terms and provisions of this Lease until that Phase is substantially completed (as evidenced by the issuance of a Certificate of Completion or Certificate of Occupancy) for that Phase.

d.) Any assignment or transfer of all or any part of Tenant's interest in the Lease and the Demised Property 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 Property being assigned or transferred, and agree to be subject to all conditions and restrictions to which Tenant is subject, but only for matters accruing while such assignee or transferee holds, and only related to, the assigned, or transferred interest. However, nothing in this subsection or elsewhere in this Lease shall abrogate (i) Landlord's right to payment of all Rent and other amounts due Landlord which accrued prior to the effective date of such transfer, and Landlord shall always have the right to enforce collection of such Rent or other sums due in accordance with the terms and provisions of this Lease; and (ii) the obligation for the development, use and operation of every part of the Demised Property to be in compliance with the requirements of Article 4 of this Lease.

e.) 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.

f.) 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 Property so transferred, and subject to the terms of the document of assignment or transfer, including the right to mortgage, encumber and otherwise assign and transfer subject, however, to all duties arid obligations of Tenant, and subject to the terms of the document of assignment or transfer, in and pertaining to the then term of this Lease. As between Tenant and the transferee, the assignment (or other document of transfer) shall allocate such portion, if any, of the Rent and any other payments and obligations under this Lease to be paid or provided to Landlord by the transferee.

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

h.) Except as may otherwise be specifically provided in Section 17.1, upon the Landlord's consent to a transfer by any assignor, such transferor shall be released and discharged from all of its duties and obligations hereunder which pertain to the portion of the Demised Property transferred for the then unexpired term of Lease, including the payment of Rent, Additional Rent and Impositions which are not then due and payable; it being the intention of this Lease that the tenant then in possession shall be liable for the payment of Rent, Additional Rent and Impositions becoming due and payable during the term of its possession of the Demised Property, and that there shall be no obligation on the part of such tenant (or any transferor) for the payment of any Rent, Additional Rent or Impositions which shall become due and payable with respect to the portion of the Demised Property transferred subsequent to the termination of its possession of any portion of the Demised Property under the terms of this Lease.

i.) Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any transferee or Sublessee of Tenant and the performance of such act shall be deemed to be performed by Tenant and shall be accepted by Landlord as Tenant's act, provided such act is otherwise performed in accordance with the terms of this Lease. References in this Lease to "Tenant" shall be deemed applicable to a Sublessee or assignee, as well as to the Tenant named in the introductory paragraph.

j.) For purposes of this Article, the words "assignment," or "transfer" shall be deemed to have similar meanings unless the context indicates otherwise, but shall not include a Sublease, which is addressed in Section 17.7, below. If Tenant is a corporation, limited liability company, unincorporated association, general or limited partnership, or joint venture, the transfer, assignment, 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 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 an assignment within the meaning and provisions of this Section. "In the aggregate" means the sum of all stock or other interests transferred over the entire period of this Lease. Stock or other interests transferred among the original holders and/or their families of such stock, partnership interests, member interests or other interests as of the Commencement Date of this Lease or such later date as the Landlord shall consent to an assignment or transfer pursuant to this Section 17.1, is excluded. Notwithstanding the foregoing, transfers of membership interests in the Tenant in connection with the removal or substitution of an authorized or managing member of Tenant, made in accordance with the terms of the Tenant's Operating Agreement, shall not be an Event of Default. If a Sublessee is in control of any Phase of the Project and such Sublessee is a limited partnership, transfers of general partner interests in the Sublessee in connection with the removal or substitution of the general partner of such Sublessee, made in accordance with the terms of the Sublessee' s Partnership Agreement, shall not be an Event of Default.

17.2 Right to Mortgage Leasehold. Notwithstanding Section 17.1 to the contrary, with regard to any Phase for which the Tenant has received construction financing as contemplated in Section 1.3 above, the Tenant and its Sublessees shall have the right from time to time, and with the prior consent of Landlord, to mortgage and otherwise encumber their rights regarding the Demised Property for that particular Phase under this Lease, a Sublease thereof, and the leasehold estate, in whole or in part, by a Leasehold or Subleasehold Mortgage or Mortgages to any Lender, provided it is a recognized lending institution, such as a bank, savings and loan, pension fund, insurance company, savings bank, real estate investment trust, tax credit syndication entity, other real estate investment or lending entity, federal, state, county or municipal governmental agency or bureau, whether such be local, national or international, or the mortgage is a purchase money mortgage given back to the transferor, or is bridge financing provided by an affiliate of the Tenant, or otherwise is reasonably acceptable to Landlord. Except as otherwise reasonably approved by the Landlord, through its Board of County Commissioners, or its designee, such Mortgages or encumbrances shall be expressly subject to the terms, covenants and conditions of this Lease, and at all times shall be inferior and subject to the prior right, title and interest of Landlord herein as security for the performance of the terms and conditions of this Lease. Tenant and Sublessee shall provide Landlord with a copy of all such Mortgages. The granting of a Mortgage against all or

part of the leasehold estate in the Demised Property shall not operate to make the Lender thereunder liable for performance of any of the covenants or obligations of Tenant or Sublessee under this Lease or a Sublease, except in the case of a Lender which owns or is in possession or control of all or a portion of the Demised Property, and then only for the applicable portion of the Demised Property, and its period of ownership or possession, or as otherwise provided under applicable law, but Landlord shall always have the right to enforce the Lease obligations against such portion of the Demised Property, including such obligations accruing prior to such period of ownership or possession, subject to the terms hereof. The amount of any Mortgage may be increased whether by an additional mortgage and agreement consolidating the liens of such Mortgage or by amendment of the existing Mortgage, and may be permanent or temporary, replaced, extended, increased, refinanced, consolidated or renewed without the consent of Landlord. Such Mortgages may contain a provision for an assignment of any rents, revenues, monies or other payments due to Tenant or Sublessee as a landlord (but not from Tenant or Sublessee to Landlord) from Tenant or a Lender, and a provision therein that the Lender in any action to foreclose the same shall be entitled to the appointment of a receiver. Further, Tenant agrees that it shall not encumber, mortgage, or lien any portion of the Demised Property that is not immediately necessary for a Phase of the Project in which construction is about to occur, as evidenced by Permits, an approved site plan and construction financing. Notwithstanding the foregoing, Tenant may encumber, mortgage and/or lien any portion of the Demised Property in which it has already Commenced Construction or where Completion of Construction has occurred. This Section shall survive the expiration and/or early termination of this Lease.

17.3 **Notice to Landlord of Mortgage**. A notice of each Leasehold Mortgage and Subleasehold Mortgage shall be delivered to Landlord specifying the name and address of such Leasehold and Subleasehold Mortgagee to which notices shall be sent. Landlord shall be furnished a copy of each such recorded mortgage. For the benefit of any such Leasehold or Subleasehold Mortgagee 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, termination or modification of this Lease at any time while such Leasehold or Subleasehold Mortgages shall remain a lien on Tenant's or Sublessee's leasehold estate. Any such Leasehold or Subleasehold Mortgagees will not be bound by any modification of this Lease with respect to the portion of the Demised Property subject to such Leasehold Mortgages or Subleasehold Mortgages, unless such modification is made with the prior written consent of such Leasehold or Subleasehold Mortgagee, and Landlord shall be permitted to send one (1) notice (the same notice) to all Leasehold and/or Subleasehold Mortgagees, and/or Sublessees, irrespective of where or how their interest may exist, without any concern of disclosing confidential information to the wrong person or party.

17.4 **Notices to Leasehold and Subleasehold Mortgagees and Sublessees**. 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, Subleasehold Mortgagee and Sublessee who shall have notified Landlord pursuant to Sections 17.1(e), 17.3 or 17.7 of its name, address and its interest in the Demised Property or a particular Phase thereof prior to Landlord's issuance of such notice. Landlord agrees to accept performance and compliance by any such Leasehold Mortgagee, Subleasehold Mortgagee or Sublessee 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 17.5 or 19.3. Nothing contained herein shall be construed as imposing any obligation upon any such Leasehold Mortgagee, Subleasehold Mortgagee or Sublessee to so perform or comply on behalf of Tenant.

17.5 Right to Cure Default of Tenant.

a.) In addition to any rights the Leasehold or Subleasehold Mortgagee or Sublessee may have by virtue of Article 19 herein, if, within ninety (90) days after the mailing of any notice of termination or such later date as is thirty (30) days following the expiration of the cure period, if any, afforded Tenant (the "Mortgagee Cure Period"), such Leasehold Mortgagee or a Sublessee or Subleasehold Mortgagee shall pay, or arrange to the satisfaction of Landlord for the payment of, a sum of money equal to any and all Rents or other payments due and payable by Tenant hereunder with respect to the portion of the Demised Property to which such Leasehold or Subleasehold Mortgagee or Sublessee claims an interest as of the date of the giving of notice of termination, in addition to their pro rata share of any and all expenses, costs and fees, including reasonable attorneys' fees, incurred by Landlord in preparation for terminating this Lease and in acquiring possession of the Demised Property, then, upon the written request of such Leasehold Mortgagee, Sublessee or Subleasehold Mortgagee made any time prior to the expiration of the Mortgagee Cure Period, Landlord and the .party making such request (or its nominee) shall mutually execute prior to the end of such Mortgagee Cure Period a new Lease of the Demised Property (or such portion thereof as they have an interest in or mortgage on) for the remainder of the Term of this Lease and on the same terms and conditions, and with the same priority over any encumbrances created at any time by Landlord, its successors and assigns which Tenant has or had by virtue of this Lease; provided, however, that in addition to the above payments such Leasehold Mortgagee, Sublessee or Subleasehold Mortgagee shall have paid to Landlord a sum of money equal to the Rents and other payments for such portion of the Demised Property accruing from the date of such termination to the date of the commencement of the term of such new Lease, together with their pro rata share of all expenses, including reasonable attorneys' fees, incident to the preparation, printing, execution, delivery and recording of such new lease. Such priority shall exist by virtue of the notice created by this Lease to any transferee of Landlord or person receiving an encumbrance from Landlord, and the priority shall be self operative and shall not require any future act by Landlord. Such new Leases shall contain the same clauses subject to which this demise is made, and shall be at the rents and other payments for such portion of the Demised Property due Landlord and upon the terms as are herein contained. Tenants under any such new leases shall have the same right, title and interest in and to and all obligations accruing thereafter under this Lease with respect to the applicable portion of the Demised Property as Tenant has under this Lease.

b.) If, within the Mortgagee Cure Period, more than one (1) request for a new lease shall have been received by Landlord for the same portion of the Demised Property, priority shall be given (regardless of the order in which such requests shall be made or received) to the Leasehold Mortgagee, Sublessee or Subleasehold Mortgagee making such a request in order of their priority of interest in said portion of the Demised Property. It shall be a condition of the effectiveness of any request for a new lease that a copy of such request is sent (with receipt for delivery) by the Sublessee or Subleasehold Mortgagee, as the case may be, to the Leasehold Mortgagee.

c.) Simultaneously with the making of such new leases, the party obtaining such new lease and all other parties junior in priority of interest in the Demised Property shall execute, acknowledge and deliver such new instruments, including new mortgages and a new Sublease, as the case may be, and shall make such payments and adjustments among themselves, as shall be necessary and proper for the purpose of restoring to each of such parties as nearly as reasonably possible, the respective interest and status with respect to the Demised Property which was possessed by the respective parties prior to the termination of this Lease as aforesaid.

d.) Nothing herein contained shall be deemed to impose any obligation on the part of Landlord to deliver physical possession of the Demised Property to such Leasehold Mortgagee, Sublessee or Subleasehold Mortgagee or to their respective nominee until the new leases have been executed by all pertinent parties. Landlord agrees, however, that Landlord will, at the cost and expense of such Leasehold Mortgagee, Sublessee or Subleasehold Mortgagee or respective nominee, cooperate in the prosecution of judicial proceedings to evict the then defaulting Tenant or any other occupants of the Demised Property.

e.) If such Leasehold Mortgagee, Sublessee or Subleasehold Mortgagee or respective nominee shall acquire a new lease pursuant to this Article 17 and if, upon the termination of this Lease, Tenant, but for such termination, would have been entitled to receive any amount pursuant to the provisions of this Lease, then Landlord agrees that the same shall be paid to the new tenant, 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.

f.) Upon the execution and delivery of new leases pursuant to this Article 17, all Subleases which theretofore may have been assigned to Landlord or have reverted to Landlord upon termination of this Lease shall be assigned and transferred, without recourse against Landlord, by Landlord to the tenant under any such new leases. Between the date of termination of this Lease and the date of execution and delivery of the new leases, if the Leasehold Mortgagee, Subleasehold Mortgagee, or Sublessee shall have requested such new leases as provided for in this Section 17.5, Landlord will not cancel any or Sublease or accept any cancellation, termination or surrender thereof (unless such termination shall be effective as a matter of law on the termination of this Lease) without the consent of the Leasehold or Subleasehold Mortgagee or Sublessee, except:

(i) for default as permitted in such, and

(ii) for the purpose of permitting Landlord to enter into a Sublease with another or Sublessee who will occupy not less than the same amount of space demised by the canceled or Sublease at a rental rate per square foot and for terms not less than the rental rates per square foot, and for at least the remainder of the unexpired terms, respectively, of the canceled or Sublease.

g.) Nothing contained in this Lease shall require any Leasehold or Subleasehold Mortgagee 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 Sublessee not reasonably susceptible of being cured by such

Leasehold or Subleasehold Mortgagee or its nominees, in order to comply with the provisions of this Section 17.5.

h.) The provisions of this Section 17.5 shall survive any termination of this Lease.

17.6 Leasehold in Reversion and Assignment in Lieu of Foreclosure. Tenant's or Sublessee's right to mortgage and otherwise encumber this Lease and the leasehold estate in whole or in part shall include the right to require a lease in reversion which lease in reversion shall become effective upon the termination of this Lease, and shall have the same terms and provisions, including expiration date, as this Lease. The Leasehold or Subleasehold Mortgagee shall have the unrestricted 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 lease in reversion all without the consent of Landlord. The Leasehold or Subleasehold Mortgagee shall not be liable for Tenant's obligations hereunder until such a time as it becomes the new tenant, either by lease in reversion, foreclosure or assignment and then only for the period of its ownership or possession of the leasehold estate.

17.7 Rights to Sublease and Non-Disturbance to Sublessees. Tenant shall have the right to enter a Sublease and consent to any sub-subleases without any approval or consent of Landlord; however, notwithstanding any other provisions of this Lease, no Sublease or sub-sublease shall relieve Tenant of any obligations under the terms of this Lease unless a release is granted in accordance with Section 17.1 above. Additionally, each Sublease and sub-sublease must be for a use compatible with the standards and requirements set forth in Section 4.1 herein. Tenant must give written notice to Landlord specifying the name and address of any Sublessee and sub-sublessee to which all notices required by this Lease shall be sent, and a copy of the Sublease and sub-sublease. Tenant shall provide Landlord with copies of all Subleases and sub-subleases entered into during each quarter. Landlord agrees to grant Non-Disturbance Agreements for Sublessees and/or sub-sublessees which provide, in the event of a termination of this Lease which applies to the Phase or portion of the Demised Property covered by such Sublease and/or sub-sublease, due to an Event of Default committed by the Tenant, such Sublessee and sub-sublessee will not be disturbed and will be allowed to continue peacefully in possession directly under this Lease as the successor tenant, provided that the following conditions are met:

a.) the Sublessee and any sub-sublessee shall be in compliance with the terms and conditions of its Sublease and any sub-sublease; and

b.) the Sublessee and any sub-sublessee shall agree to attorn to Landlord.

Landlord further agrees that it will grant such assurances to such Sublessees and sub-sublessees so long as they remain in compliance with the terms of their Subleases and sub-subleases, and provided further that any such Subleases and sub-subleases do not extend beyond the expiration of the Term of this Lease.

17.8 Estoppel Certificates from Landlord. Upon request of Tenant or any Leasehold Mortgagee, Subleasehold Mortgagee or Sublessee, Landlord agrees to give such requesting party an estoppel certificate in accordance with Section 22.2 herein.

17.9 **Limited Waiver of Landlord Lien**. In order to enable Tenant and its Sublessees to secure financing for the purchase of fixtures, equipment, and other personalty to be located on or in the Demised Property, whether by security agreement and financing statement, mortgage or other form of security instrument, Landlord does waive and will from time to time, upon request, execute and deliver an acknowledgment that it has waived its "landlord's" or, other statutory, common law or contractual liens securing payment of rent or performance of Tenant's other covenants under this Lease as to such fixtures, equipment or other personalty.

17.10 **No Subordination or Mortgaging of Landlord's Fee Title**. There shall be no subordination of Landlord's fee simple interest in the Land to the lien of any Leasehold Mortgage or Subleasehold Mortgage financing nor shall Landlord be required to join in such mortgage financing. No Leasehold Mortgagee or Subleasehold Mortgagee may impose any lien upon the Landlord's fee simple interest in the Land.

17.11 **Development Rights in Favor of Landlord**. Prior to Commencement of Construction, the Tenant shall secure from any and all Leasehold Mortgagee a written agreement which acknowledges and confirms the Landlord's right, (a) prior to (i) the issuance of a Certificate of Title to any Leasehold Mortgagee in a foreclosure action or (ii) the Leasehold Mortgagee's receipt of a deed in lieu of foreclosure, and (b) subject to the reasonable approval of the Leasehold Mortgagee, to commence or continue with the development of the Project, or any portion thereof, on the Demised Property, in accordance with the Development Concept, without any compensation or reimbursement to any Leasehold Mortgagee should the Tenant, for any reason whatsoever, default and/or fail to timely commence and/or complete construction of the applicable Phase of the Project. Such written agreement shall be for the Landlord's benefit, and the Landlord shall be deemed as a third-party beneficiary of such written agreement, and at the Landlord's election, it shall be assignable by the Landlord to any designee of the Landlord, however, such written agreement shall not represent a requirement for the Landlord to complete the applicable Phase of the Project. Further, should the Tenant fail, for whatever reason to secure from any and/or all Leasehold Mortgagees the written agreement acknowledging Landlord's right to commence and/or continue with the development of the Project, the absence of such written agreement shall not diminish the Landlord's right, and shall not impinge, hamper, or otherwise prevent the Landlord from commencing or continuing the Project. The Landlord and Tenant acknowledge that this provision may require additional modifications based upon reasonable requests for amendments given by a Leasehold Mortgagee and its counsel consistent with industry practices.

17.12 **Utility and Service Easements**. The foregoing restrictions on transfer shall not be construed to prohibit the granting of easements by Tenant over its leasehold estate for the benefit of the providers of water, sewer, communications and other utility services.

ARTICLE 18
EMINENT DOMAIN

18.1 **Taking of Demised Property**. If at any time during the Term of this Lease the power of eminent domain shall be exercised by the federal, state, or county government or their proper delegates, by condemnation proceeding (a "Taking"), to acquire the entire Demised Property, 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 Buildings and other Improvements, plus the value of Tenant's interest in the unexpired Term of the leasehold estate created pursuant to this Lease, and in no event shall Tenant be entitled to compensation for any fee interest in the Land. 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 Land, subject to the Lease, and as if vacant and assuming no improvements existed on the Property, at the time of Taking. 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 Property 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 Rents 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.

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 Property 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 proceeding pursuant to which the Demised Property 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 Subleasehold Mortgagees shall be entitled to participate in any proceedings in connection with a Taking, and to receive directly from the Taking Authority any sums to which they are found to be entitled.

18.3 **Partial Taking; Termination of Lease**. If, in the event of a Taking of less than the entire Demised Property, the remaining portion of the Demised Property 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 shall satisfy all Rents 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 Property not taken may be sold to the governmental entity Taking the adjoining Demised Property, all 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 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 Property 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 Buildings and Improvements, which fair market value shall include the value of Tenant's interest in the unexpired Term of the leasehold estate created pursuant to this Lease, and in no event shall such value include any fee simple interest in the Land. All appraisal costs shall be split equally between the Landlord and Tenant.

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 Property taken in such condemnation proceedings; and, as to that portion of the Demised Property 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 Building upon the Phase of the Demised Property not affected by the Taking. In such event, Tenant's share of the award shall be determined in accordance with Section 18.1 herein. Such award to Tenant shall be used by Tenant for its reconstruction, repair or rebuilding. Any excess award after such reconstruction, repair or rebuilding, may be retained by Tenant. If the part of the award so paid to Tenant is insufficient to pay for such restoration, repair or reconstruction, Tenant may terminate the Term, failing which 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 the event, the partial Taking results in making it impossible or unfeasible to reconstruct, restore, repair or rebuild a new Building on such Phase, Tenant's share of the award shall be determined in accordance with Section 18.1 herein. In such event, if Tenant elects not to terminate this Lease, then the Rent and/or Additional Rent shall be partially abated on an equitable basis to be agreed to by Tenant and Landlord.

18.5 Temporary Taking. If the whole or any part of the Demised Property 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 one year, Tenant may elect to terminate the remaining Term, failing which 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 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 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 the Demised Property, 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.

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 Property, 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 Demised Property 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.

18.7 Inverse Condemnation or Other Damages. In the event of damage to the value of the Demised Property by reason of change of grade, access rights, street alignments or any other governmental or quasi-governmental act (not involving Landlord solely in its capacity as such) which constitutes an inverse condemnation of any portion of the Demised Property creating a right to full compensation therefore, then Landlord and Tenant shall each be entitled to claim and receive from the net payment or award made on account thereof, the compensation for their respective estates and interests as set forth in Section 18.1.

18.8 Taking by Landlord. Should Landlord condemn the Demised Property or any portion thereof within the first fifteen (15) years of the Term of this Lease, it is expressly agreed by Landlord that full compensation to Tenant shall be:

a.) Those factors set forth in Section 18.1 above; and

b.) The pro rata costs expended by Tenant in the development of the condemned portion of the Demised Property other than the hard costs to construct any Buildings located thereon; and

c.) Any and all penalties (including so-called "tax credit recapture payments"), taxes (including penalties and interest thereon), and other monies payable to or on behalf of the tax credit limited partners of a Phase of the Project or other aspect of the Project for which tax credits or similar inducements are obtained, if applicable.

The provisions of this Section regarding Tenant's compensation shall not be applicable to any proceeding other than a Taking by the Landlord within the first fifteen (15) years of the Term of this Lease. The costs referred to in clause (b) above include but are not limited to legal fees; architectural, engineering, surveying, planning, and other consulting fees; accounting fees; brokerage fees in connection with leasing and financing; other financing costs; costs of infrastructure such as water, sewer, other utilities and road, drainage and other land improvements; a reasonable and fairly allocable share of Tenant's overhead costs related to the portion of the Demised Property that is taken; and interest from the date such costs were expended to the date of compensation at the prime, as announced or published as such in The Wall Street Journal or a similar nationally recognized financial reporting outlet. Landlord agrees that Landlord shall not condemn the Demised Property or any portion thereof except (i) in good faith, (ii) when no other property is reasonably suitable for the public use the Landlord needs, and (iii) for a purpose other

than either leasing or selling the condemned property to another person or entity engaging in Tenant's or any Sublessee's business of leasing office, commercial or residential space (or a combination of such uses). If there is a Taking by Landlord of a portion of the Demised Property, Landlord shall not use the property it so acquires for any use detrimental to Tenant's remaining property, which prohibited uses include but are not limited to a trash transfer station, Metromover turning or switching yard, train repair or storage, bus storage or repair, warehouse having a truck parking area or loading dock visible from the road, jail or other use with the clear likelihood of diminishing Tenant's use and enjoyment of the remainder of the Demised Property. Landlord shall consult with and coordinate design of any improvements upon the land referred to in this paragraph with Tenant, so as to maintain architectural compatibility with the balance of the Buildings located on the Demised Property, and so as to coordinate traffic.

18.9 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 (especially in the event of a Taking under Section 18.8) 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.

18.10 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 discretion, (b) it will contest such Taking, and (c) it will as part of its defense against a Taking will 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

19.1 Events of Default of Tenant. Unless otherwise specified in this Lease, the following provisions shall apply if any one or more of the following "Events of Default" of or by Tenant shall happen:

a.) Default arising from the failure to make due and punctual payment of any Rent, Additional Rent or other monies payable to Landlord under this Lease when and as the same shall become due and payable and such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant, with copies thereof to each Leasehold Mortgagee, Sublessee, and Subleasehold Mortgagee who shall have notified Landlord of its name, address and interest prior to such notice; or

b.) Default arising from the Tenant's failure to keep, observe and/or perform any of the terms contained in this Lease, excepting the obligation to pay Rent, Additional Rent revenues or other monies due Landlord, and such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant setting forth with reasonable specificity the nature of the alleged breach, with copies thereof to each Leasehold Mortgagee, Sublessee, and Subleasehold Mortgagee who shall have notified Landlord of its name, address and interest prior

to such notice; or in the case of such default or contingency which cannot with due diligence and in good faith be cured within thirty (30) days, Tenant fails within said thirty (30) day period to proceed promptly and with due diligence and in good faith to pursue curing said default. Should Landlord fail to notify the Leasehold Mortgagee, Sublessee, and Subleasehold Mortgagee in accordance with the terms of this Section, it shall not prevent Landlord from taking any action against Tenant, but the rights of any Leasehold Mortgagee, Sublessee, and Subleasehold Mortgagee hereunder shall remain unaffected until it receives notice in accordance with this Section.

c.) Default arising from the Tenant to obey any and all criminal laws, pertaining to fraudulent acts and/or activity relating to the development, construction, and/or renovation of any type of building or structure. The Tenant hereby acknowledges and agrees that it not only has an ongoing obligation to abide by the terms and conditions of this Lease, as well as any rental regulatory agreement, or similar document, entered into with the Landlord for the Project, but also an ongoing responsibility to otherwise remain law abiding in the community. Therefore, the parties agree that should it be determined by a court of competent jurisdiction that the Tenant has been found to be in violation of any law, in which the Tenant is subject to criminal fines, fees, penalties, and/or any imprisonment of any of the key officers of the Tenant, arising from any fraudulent acts or activities relating to the development, construction, and/or renovation of any type of building or structure, then the Tenant shall automatically be in default of this Lease, without any right to cure, and the Landlord shall have the right to terminate this Lease, or impose any additional obligations upon the Tenant, in the Landlord's sole and absolute discretion, and as the Landlord deems warranted.

19.2 Failure to Cure Default by Tenant.

a.) If an Event of Default of Tenant shall occur, Landlord, at any time after the periods set forth in Section 19.1 (a) or (b) and provided Tenant has failed to cure such Event of Default within such applicable period, shall give written notice to Tenant and to any Leasehold Mortgagee, Sublessee or Subleasehold Mortgagee who has notified Landlord in accordance with Sections 17.1(e), 17.3, or 17.7, specifying such Events of Default of Tenant and stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least thirty (30) days after the giving of such notice, during which time Tenant and/or the Leasehold and Subleasehold Mortgagees and Sublessees shall have the right to cure such default, and upon the date specified in such notice if the Event of Default has not been cured, then, subject, however, to the provisions of Sections 17.5 and 19.3 herein, this Lease and the Term hereby demised and all rights of Tenant under this Lease, shall expire and terminate.

b.) If an Event of Default of Tenant shall occur and the rights of Leasehold Mortgagees, Sublessees, and Subleasehold Mortgagees shall not have been 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 19.3 herein, shall have the following rights and remedies which are cumulative:

(i) 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, costs and expenses arising from Tenant'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;

(ii) to restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default and/or to obtain a decree specifically compelling performance of any such term or provision of the Lease;

(iii) to direct the Tenant to plat the unencumbered and/or undeveloped Demised Property, or portions thereof, within twelve (12) months of when the Landlord has found the Tenant in default of this Lease;

(iv) in the event that Tenant has failed to plat, as required in paragraph 19.2 (b) (iii) above, Landlord shall be permitted to plat or secure a waiver of plat for the unencumbered and/or undeveloped Demised Property, or any portion thereof, in order to terminate this Lease on any portions of the Demised Property that is unencumbered and/or undeveloped. Should Landlord undertake to perform such work, to plat or secure a waiver of plat, Landlord shall be permitted and entitled to secure any and all of the cost and expense associated with such work by placing a claim against the surety bond maintained by the Tenant (such claim may be made in advance of any such work or for reimbursement). And, in furtherance of the foregoing, Tenant shall: (a) secure and maintain a surety bond, at its sole cost and expense, with the Landlord as obligee, in an amount equal to the cost to plat, or secure a waiver of plat, for the unencumbered and/or undeveloped Demised Property, which is subject to the Landlord's reversionary interest (such bond shall be maintained for the first forty-eight (48) months of the Term of this Lease, unless the entire Project is completed (286 residential units) earlier than forty-eight (48) months, or the time period is extended due to the additional time caused by any Unavoidable Delay); and (b) Tenant shall annually provide the Landlord with evidence of said surety bond, and (i) said bond shall include a clause stating that it shall not be modified or changed without sixty (60) days advance written notice to the Landlord, and (ii) said bond shall be written through surety insurers meeting the requirements of Section 287.0935, *Florida Statutes*, whether or not such statute is technically applicable to this matter. Landlord and Tenant further agree that Landlord shall determine the annual cost to plat, or secure a waiver of plat, for the Demised Property, which amount shall be the amount of the surety bond secured by Tenant. Further, on an annual basis, should the Landlord, after being notified in writing by Tenant that the surety bond is about to expire, fail to provide the Tenant with an amount for such costs within thirty (30) days, the Tenant shall maintain the surety bond in the exact same amount as the previous year.

(v) 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; provided, however, that if the Event of Default is specific to a single Phase or specific Phases, and the Event of Default has not been cured following the expiration of all notice and cure period, the Lease shall terminate as to the affected Phase or Phases and any remaining undeveloped portion or Phases of the Project.

19.3 Rights of Leasehold Mortgagees, Sublessees and Subleasehold Mortgagees.

a.) If Landlord shall have given notice to any Leasehold Mortgagee, Sublessee or Subleasehold Mortgagee, as required by Sections 17.4 and 19.2(a) herein, such Leasehold

Mortgagee, Sublessee or Subleasehold Mortgagee shall have, and be subrogated to, any and all rights of Tenant with respect to the curing of any such Event of Default, and shall also have the right to extend the period of time for curing of any such Event of Default for an additional period of sixty (60) days from the date contained in the notice given pursuant to Sections 17.4 and 19.2(a) herein, or in the case of an Event of Default which cannot be cured within said sixty (60) day period, for such additional period as, with all due diligence and in good faith, is necessary to cure the Event of Default.

b.) Irrespective of any other right a Leasehold Mortgagee (or Subleasehold Mortgagee) may have to maintain this Lease free from default and in the meantime to foreclose its Leasehold Mortgage (or Subleasehold Mortgage), such Leasehold Mortgagee (or Subleasehold Mortgagee), as to any Event of Default of Tenant that may not be cured by the payment of money and which is not susceptible to curing by entry upon the Demised Property or otherwise, shall have the right to further extend the period of time within which to cure such Event of Default of Tenant for such additional period as, with all due diligence and in good faith will enable such Leasehold or Subleasehold Mortgagee to institute foreclosure proceedings, apply for the appointment of a receiver for the purpose, among other things, of curing such Event of Default, if such is susceptible to curing, and to acquire by foreclosure Tenant's or Sublessee's interest in this Lease, to effect a removal of Tenant or Sublessee from the Demised Property and, in the meantime and at the earliest opportunity, to cure such Event of Default if such is susceptible to curing. In the event the leasehold estate created by this Lease or by a Sublease hereunder shall have been duly acquired by such Leasehold Mortgagee (or Subleasehold Mortgagee) or any purchaser at a foreclosure sale (hereinafter referred to as "Foreclosure Purchaser"), and such Event of Default of Tenant shall have been duly cured, then the notice of termination of this Lease based upon Tenant's or Sublessee's failure to timely cure such Event of Default of Tenant shall be deemed withdrawn, terminated and of no further force or effect. In the event, however, that such Leasehold Mortgagee (or Subleasehold Mortgagee) or any Foreclosure Purchaser fails to cure such Event of Default of Tenant within the time periods set forth in this Section 19.3, Landlord reserves the right to (and must do so to effect a termination) give such Leasehold Mortgagee (or Subleasehold Mortgagee) or any Foreclosure Purchaser, by a nationally recognized overnight delivery (courier) service, or by registered or certified mail, return receipt requested, thirty (30) days' written notice of termination of this Lease due to such failure by the Leasehold Mortgagee (or Subleasehold Mortgagee) or any Foreclosure Purchaser to cure such prior Event of Default by Tenant. After the giving of such notice of termination to such Leasehold Mortgagee (or Subleasehold Mortgagee) or any Foreclosure Purchaser and upon the expiration of said thirty (30) days, during which time such Leasehold Mortgagee (or Subleasehold Mortgagee), or Foreclosure Purchaser shall have failed to cure such default, this Lease and the remaining Term thereof shall end and expire as fully and completely as if the date of expiration of such thirty (30) day period were the day herein definitely fixed for the end and expiration of this Lease, and any Sublease shall also automatically terminate. If Tenant, Sublessee, such Leasehold Mortgagee (or Subleasehold Mortgagee), or any Foreclosure Purchaser is in possession either personally or by a receiver, Tenant, Sublessee, such Leasehold Mortgagee (or Subleasehold Mortgagee) or any Foreclosure Purchaser or such receiver as the case may be, shall then quit and peacefully surrender the Demised Property to Landlord. Notwithstanding anything contained herein to the contrary, such Leasehold Mortgagee (or Subleasehold Mortgagee) shall not be required to institute foreclosure proceedings if it is able to acquire and does acquire Tenant's or Sublessee's interest in the leasehold estate by any other means

so long as such Leasehold or Subleasehold Mortgagee fulfills all other requirements of this Article 19 and of Section 17.5.

19.4 Surrender of Demised Property. Upon any expiration or termination of the Term in accordance with the terms and conditions of this Lease, Tenant and all Sublessees shall quit and peacefully surrender the Demised Property to Landlord, except as provided under any non-disturbance agreement provided by Landlord to any Sublessee, and Landlord shall act reasonably and promptly to accept the surrender of the Demised Property, subject to the terms hereof regarding the condition thereof at the time of surrender. Should Tenant and/or Sublessee fail to properly and/or timely surrender the Demised Property to Landlord, then Tenant and/or Sublessee shall be liable to Landlord for the Fair Market Value of the Rent for the Demised Property along with Additional Rent and Impositions. Fair Market Value shall be determined by an appraisal, which is secured by the Landlord within six (6) months of the failure by Tenant and/or Sublessee to properly or timely quit and vacate the Demised Property.

19.5 Rights of Landlord after Termination. Subject to Section 17.5, after such termination of this Lease, Tenant and/or Sublessee shall be liable to Landlord for the Fair Market Value of the Rent along with Additional Rent and Impositions that accrued prior to the termination of this Lease. Fair Market Value shall be determined by an appraisal, which is secured by the Landlord within six (6) months of the date this Lease is terminated by Landlord. Landlord may re-let the Demised Property or any part thereof, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term of this Lease) and on such conditions (which may include concessions or free rent) as Landlord, in its reasonable discretion, may determine and may collect and receive the rents therefore, so long as Landlord uses normal and customary commercial practices in attempting to re-let the Demised Property, or any part thereof, and in collecting rent due from such re-letting during the balance of the Term of the Lease or any renewal thereof. Provided Landlord acts reasonably to mitigate damages, Landlord shall in no way be responsible or liable for any failure to re-let the Demised Property or any part thereof, or for any failure to collect any rent due for any such re-letting.

19.6 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 or Additional 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 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.

19.7 Events of Default of Landlord. The provisions of Section 19.8 shall apply if any of the following "Events of Default" of Landlord shall happen: if default shall be made by Landlord in failing to keep, observe, or perform 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) 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.

19.8 **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 19.7 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 above), 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 Property to Landlord; provided, however, that Tenant shall not terminate this Lease as to any portion thereof which is subject to a Sublease, without providing at least thirty (30) days written notice to the applicable Sublessee, and obtaining the written consent of the Sublessee to such termination.

19.9 **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.

ARTICLE 20
NOTICES

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 Cornerstone Group Development, LLC, 2100 Hollywood Boulevard, Hollywood, FL 33020, or 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 the same in writing to Landlord. The Leasehold Mortgagee, Sublessee or Subleasehold Mortgagee shall be deemed to have been properly served or given notice if addressed to such party at the address furnished pursuant to the provisions of Sections 17.1(e) and 17.3 above. All notices, demands or requests by Tenant or by a Leasehold Mortgagee, Sublessee or Subleasehold Mortgagee to Landlord shall be deemed to have been properly served or given if addressed to both the Public Housing and Community Development Department, Director, or his/her designee, 701 N.W. 1st Court, Suite 1400, Miami, Florida, 33136, and to the Transportation and Public Works, Director, or his/her designee, 701 N.W. 1st Court, Suite 1700, Miami, Florida, 33136, with a copy to the County Attorney's Office, Miami-Dade County, 111 N.W. First Street, Suite 2800, Miami, Florida 33128, and/or 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 the same in writing to Tenant.

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) telefacsimile, provided the transmitting telefacsimile electronically confirms receipt of the transmission by the receiving telefacsimile and the original of the Notice is sent by one of the foregoing means of transmitting Notice within 24 hours of the transmission by telefacsimile. 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 (i) the date received, (ii) the date delivery of such Notice was refused or unclaimed, or (iii) 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

21.1 Grant of Quiet Enjoyment. Tenant, upon paying all Rents, Additional 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 Property 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

22.1 Tenant Certificates. Tenant agrees at any time and from time to time, upon not less than thirty (30) days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing setting forth the Rent, Additional Rent, 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 Rent, Additional Rent, 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 shall have no actual knowledge.

22.2 **Landlord Certificates**. Landlord agrees at any time and from time to time, upon not less than thirty (30) days prior written notice by Tenant or by a Leasehold Mortgagee, Sublessee or Subleasehold Mortgagee, to furnish a statement in writing, in substantially the form attached hereto as Schedule 22.2 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, or transferee of Tenant's interest in this Lease, any prospective Sublessee or any Leasehold Mortgagee or Subleasehold Mortgagee or any assignee thereof, but reliance on such certificate may not extend to any default of Tenant as to which Landlord shall have had no actual knowledge.

ARTICLE 23
CONSTRUCTION OF TERMS AND MISCELLANEOUS

23.1 **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.

23.2 **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.

23.3 **Relationship of Parties**. This Lease does not create the relationship of principal and agent or of mortgagee and mortgagor or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant or lessor and lessee.

23.4 **Recording**. A Memorandum of this Lease, or a full copy hereof, may be recorded by either party among the Public Records of Miami-Dade County, Florida, at the sole cost of the party filing the document.

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 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 draftsman shall be inapplicable to this Lease which has been drafted by counsel for both Landlord and Tenant.

23.6 **Consents**. Whenever in this Lease the consent or approval of Landlord is required, and such consent or approval may be made by the County Mayor, or the Mayor's designee, on behalf of Landlord, 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.

23.7 **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.

23.8 **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 Sublessees, Leasehold Mortgagees, and Subleasehold Mortgagees as appropriate and applicable), except as may be otherwise provided herein.

23.9 **Holidays**. 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 of a period of days for performance shall mean calendar days.

23.10 **Exhibit and Schedules**. Each Exhibit and Schedule referred to in this Lease is incorporated herein by reference. The Exhibits and Schedules, even if not physically attached, shall still be treated as if they were part of the Lease.

23.11 **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.

23.12 **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. Separately, the parties hereto further agree that if at any time a dispute shall arise between the parties 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.

ARTICLE 24
REPRESENTATIONS AND WARRANTIES

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 is the fee simple owner of the Demised Property and Landlord will deliver the leasehold hereunder and exclusive possession of the Demised Property to Tenant free and clear of any and all tenancies and occupancies of every nature whatsoever, whether by Miami-Dade County or otherwise and subject only to the rights reserved herein to Landlord.

c.) Throughout the Term of this Lease, Landlord will endeavor to continue transit service to and from the Station on a daily basis. The parties acknowledge that service disruptions occur occasionally and such disruptions shall not be considered termination of service under this Lease. If the Station is damaged or destroyed and as a result trains cannot stop at that location, the foregoing sentence shall not apply during the period of repair and rebuilding done in accordance with Section 16.2.

d.) Tenant acknowledges that in accordance with *Florida Statutes* Section 125.411(3) Landlord does not warrant the title or represent any state of facts concerning the title to the Demised Property, except as specifically stated in this Lease.

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
EQUAL OPPORTUNITY

Tenant will 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. The Tenant shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their 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. Such actions shall include, but not be limited to, the following: employment; upgrading; transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by Miami-Dade County setting forth the provisions of this Equal Opportunity clause.

By entering into this Agreement, 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 or any owner, subsidiary or other firm affiliated with or related to Tenant is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if Tenant submits a false affidavit pursuant to this Resolution or Tenant violates the Act or the Resolution during the term of this Agreement, even if Tenant was not in violation at the time it submitted its affidavit.

Tenant will comply with all of the following statutes, rules, regulations and orders to the extent that these are made applicable by virtue of the grant to Landlord under the Federal Transit Act of a Section 3 capital grant for Metrorail/Metromover:

a.) all regulations of the U.S. Department of Transportation;

b.) all applicable provisions of the Civil Rights Act of 1964;

c.) Executive Order 11246 of September 24, 1964 as amended by Executive Order 11375;

d.) Executive Order 11625 of October 13, 1971;

e.) the Age Discrimination Employment Act effective June 12, 1968;

f.) the rules, regulations and orders of the Secretary of Labor;

g.) *Florida Statutes*, Section 112.042;

h.) the applicable Federal Transit Administration regulations binding the Tenant or transferee not to discriminate based on disability and binding the same to compliance with the Americans with Disabilities Act pursuant to the requirements found in 49 C.F.R. Part 26.7 regarding nondiscrimination based on race, color, national origin or sex; in 49 C.F.R. Parts 27.7, 27.9(b) and 49 C.F.R. Part 37 regarding nondiscrimination based on disability and complying with the Americans With Disabilities Act, with regard to any improvements constructed; and pursuant

to requirements found in the Federal Transit Administration Master Agreement updated annually in October, (last revised in October 2016) particularly relating to conflict of interests, debarment and suspension.

i.) Articles 3 and 4 of Chapter 11A of the Code of Miami-Dade County. Tenant does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated by Tenant on the Demised Property for a purpose for which a State of Florida Department of Transportation program or activity is conducted or extended or for another purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination of Federally-Assisted Programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964 and said Regulations may be amended. Tenant does hereby covenant and agree (1) that no person on the grounds of race, color, gender, sexual orientation, disability or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, gender, sexual orientation, disability or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that Tenant shall use the Demised Property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

j.) Miami-Dade County Code, Section 2-11, regarding Responsible Wages. The Tenant shall comply with Section 2-11 of the Miami-Dade County Code, which specifically concerns the payment of responsible wages to employees and laborers providing labor related to the construction, alteration, and/or repair of public buildings or public works (the "Applicable Work"). Each employee and laborer providing Applicable Work shall be paid in a manner that is consistent with the "Negotiated Contracts," as such phrase is defined in Section 2-11.16, Miami-Dade County Code, in effect as of January 1st of the calendar year in which this Lease is executed. Thereafter, the Tenant shall provide and ensure that the overall per hour rate to be paid for the Applicable Work performed under this Lease during each subsequent calendar year shall be the overall per hour rate of the Negotiated Contracts in effect as of January 1st, of the year in which the Applicable Work is performed. If a particular craft or type of employee is not listed in such Negotiated Contracts, in ascertaining the initial overall per hour rate to be paid those employees for the Applicable Work, the minimum standard shall be the combined overall dollar value on an hourly basis of the "basic hourly rate of pay" (as defined in 29 C.F.R. § 5.24) (paid as set forth below) and of the fringe benefits payments (paid as set forth below) for hospitalization, medical pension and life insurance benefits for such craft or type of employee under the Secretary of Labor's wage determination (made pursuant to the provisions of the Davis-Bacon Act, as more fully described in Exhibit C) in effect for Miami-Dade County, Florida, as of the end of the prior calendar year for which the work is to be performed. The foregoing and the provisions of Section 2-11.16(e) of the Miami-Dade Code notwithstanding, where not otherwise precluded by state or federal law, the overall per hour rate shall be the higher rate under this Section 2-11.16. Further, the overall per hour rate to be paid for Applicable Work performed during the year period

commencing the next January 1st after the date of execution of this Lease shall be such rate (as determined above) for that calendar year and shall be updated thereafter on each subsequent January 1st to the rate for the ensuing calendar year until completion of the Project; and

(i) The Tenant, Developer, Sublessee and/or any of their subcontractors, is mandated to pay not less than the specified overall per hour rate for the Applicable Work, as adjusted over the Term of this Lease in accordance with the Miami-Dade County Code, Section 2-11.16; and

(ii) The Tenant, Developer, Sublessee and/or any of their subcontractors, may fulfill the obligation to pay such specified overall per hour rate for the Applicable Work by payment to the employee of the hourly wage rate listed in the Negotiated Contracts (or, if applicable, the "basic hourly rate of pay" as defined in 29 C.F.R. § 5.24 contained in the Secretary of Labor's wage determination) for such craft or type of employee plus either: (i) payment on the employee's behalf of the cost (on an hourly basis) of the hospitalization, medical, pension and life insurance benefits specified for such craft or type of employee; or, (ii) payment to the employee (in addition to the listed hourly wage rate, or basic hourly rate of pay, if applicable, of an amount equal to the hospitalization, medical, pension and life insurance benefits (on an hourly basis) that contractors are required to provide under the Negotiated Contracts (or, if applicable, an amount equal to the fringe benefit payments on an hourly basis for hospitalization, medical, pension and life insurance benefits contained in the Secretary of Labor's wage determination) for such craft or type of employee. Payments to employees shall be counted towards fulfillment of the above obligation only to the extent that such payments are made by check or money order; and

(iii) The Tenant, Developer, Sublessee and/or any of their subcontractors, shall post in a conspicuous place on the Demised Property where the construction work will be performed: (1) the schedule of the specified overall per hour rate for each applicable classification specified by the Negotiated Contracts; (2) the amount of liquidated damages for any failure to pay such rates; and (3) the name and address of the responsible official in Miami-Dade County to whom complaints should be given; and

(iv) Such contracts shall provide that there may be withheld from the Tenant, Developer or Sublessee so much of accrued payments as may be considered necessary by the contracting officer to pay to employees employed by the Tenant, Developer, Sublessee (or any contractor and/or subcontractor under him) in the performance of the Applicable Work, the difference between the overall per hour rate required by this Lease, to be paid to employees providing Applicable Work, and the amounts received by such employees, and not refunded to the Tenant, Developer, Sublessee, and/or any of its contractors, subcontractors and/or their agents; and

(v) The Tenant, Developer, Sublessee and/or any of their contractors and/or subcontractors, shall cause to be kept, accurate written records signed under oath as true and correct showing the names, Social Security numbers, and craft classifications of all employees performing Applicable Work on or about the Demised Property, and/or for the Project, the hours and fractions of hours for every type of Applicable Work performed by each employee, the combined dollar value of all wages, any contributions to benefit plans and payments made to each

employee of the overall per hour rate required by terms and conditions of this Lease (which is in accordance with Miami-Dade County Code, Section 2-11.16). Further, the Tenant is required to submit to the Landlord a list of all contractors and subcontractors and the names and Social Security numbers of all employees thereof who performed Applicable Work each day under construction or trade contract, and further require each subcontractor to also submit to the Landlord a list of the names and Social Security numbers of its employees who performed Applicable Work each day on the construction or trade contract; and

(vi) Neither the Tenant, nor the Developer, nor the Sublessee, nor any of their contractors or subcontractors may terminate an employee performing Applicable Work under a construction or trade contract because of the employee's filing a complaint regarding payment of required overall per hour rates.

(vii) The Landlord shall be permitted to periodically examine the records required to be kept in accordance with Miami-Dade County Code, Section 2-11.16.

ARTICLE 26
SECTION 3 – ECONOMIC OPPORTUNITIES

26.1 Policy. It is the policy of the Landlord, whenever utilizing funding from the United States Department of Housing and Urban Development ("HUD"), including in instances in which the land or real estate owned by the Landlord was purchased using some or all funding from HUD, to ensure that the Section 3 program, as established and administered by HUD is effectively implemented in the Landlord's projects. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. To the extent applicable to the Tenant and the Project, Tenant will comply with the provisions of Section 26.2 through 26.7, below.

26.2 Section 3 Obligation.

1). The work to be performed under this Lease is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2). The parties to this Lease agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Lease, the parties to this Lease certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3). The Tenant agrees to send to each labor organization or representative of workers with which the Tenant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Tenant's commitments under this Lease regarding this Section 3 clause, and will post copies of the notice in conspicuous

places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4). The Tenant agrees to include this Section 3 clause in every contract and subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the contract and/or subcontract or in this Section 3 clause, upon a finding that the contractor and/or subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Tenant will not enter into any contract and/or subcontract with any contractor or subcontractor where the Tenant has notice or knowledge that the contractor or subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

5). The Tenant will certify that any vacant employment positions, including training positions, that are filled (1) after the Commencement Date of this Lease but before the Financing Date, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.

6). For training and employment opportunities, the Tenant shall direct its efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority found in this Section of this Lease.

(a) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located (collectively, referred to as category 1 residents); and

(ii) Participants in HUD Youthbuild programs (category 2 residents).

(iii) Where the Section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 *et seq.*), homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located shall be given the highest priority;

(iv) Other Section 3 residents.

(b) Recipients of housing assistance programs administered by the Assistant Secretary for Housing may, at their own discretion, provide preference to residents of the housing development receiving the Section 3 covered assistance within the service area or neighborhood where the Section 3 covered project is located.

(c) Recipients of community development programs may, at their own discretion, provide priority to recipients of government assistance for housing, including recipients

of certificates or vouchers under the Section 8 housing assistance program, within the service area or neighborhood where the Section 3 covered project is located.

(d) *Eligibility for preference.* A Section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in 24 C.F.R. §135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

(e) *Eligibility for employment.* Nothing in this part shall be construed to require the employment of a Section 3 resident who does not meet the qualifications of the position to be filled.

(f). For business concerns and contracting opportunities, the Tenant shall direct its efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the order of priority found in this Section of this Lease.

(1) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located (category 1 businesses); and

(ii) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);

(iii) Other Section 3 business concerns.

(2) *Eligibility for preference.* A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence, if requested, that the business concern is a Section 3 business concern as defined in §135.5.

(3) *Ability to complete contract.* A Section 3 business concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 C.F.R. § 85.36 (2 C.F.R. § 200.318(h).) This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement

program, which are governed by the Federal Acquisition Regulation System (see 48 C.F.R., Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.

7) For other economic opportunities, the Tenant shall direct its efforts to offering an effective means of empowering low-income persons by undertaking efforts to provide low-income persons with economic opportunities other than training, employment, and contract awards.

(a) *Other training and employment related opportunities.* Other economic opportunities to train and employ Section 3 residents include, but need not be limited to, use of "upward mobility," "bridge" and trainee positions to fill vacancies; hiring Section 3 residents in management and maintenance positions within other housing developments; and hiring Section 3 residents in part-time positions.

(b) *Other business related economic opportunities.* (l) The Tenant may provide economic opportunities to establish, stabilize or expand Section 3 business concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of Section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from PHA resident-owned businesses and use of procedures under 24 C.F.R. part 963 regarding HA contracts to HA resident-owned businesses. The Tenant may employ these methods directly or may provide incentives to non-Section 3 businesses to utilize such methods to provide other economic opportunities to low-income persons.

(c) A *Section 3 joint venture* means an association of business concerns, one of which qualifies as a Section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 business concern:

(i) Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and

(ii) Performs at least twenty five percent (25%) of the work and is contractually entitled to compensation proportionate to its work.

26.3 Tenant's Plan. Tenant agrees to use sufficient reasonable efforts to carry out the requirements of the Landlord's and HUD's Section 3 requirements. Tenant agrees to carry out this plan to the fullest extent consistent with the efficient performance of the Lease.

26.4 Remedies. If at any time the Landlord has reason to believe that Tenant is in violation of its obligation regarding the Section 3 program, the Landlord may, in addition to pursuing any other available legal remedy, under this Lease commence proceedings to impose

sanctions. Such sanctions may include, but not be limited to the termination of this Lease in whole or in part, pursuant to Article 19, unless Tenant is able to demonstrate compliance with its obligations under Section 3 program. No such sanctions shall be imposed by the Landlord upon Tenant except pursuant to an action duly taken in accordance with due process of law.

26.6 Reports. Tenant shall submit Section 3 activity reports on a monthly basis during any period of construction of the Building (as differentiated from minor construction activity). The Section 3 activity reports shall reflect Tenant's training, employing, and contracting activities with Section 3 residents, as described above, and shall be submitted in the forms provided for such purpose by the Landlord. The monthly reports are to be submitted to PHCD on or before the tenth (10^{th}) business day of the month following the month the report covers. During non-construction periods, on an annual basis, Section 3 progress reports shall also be summarized and the full year of monthly reports bound together, and submitted by the Tenant to the Landlord.

26.7 Discrimination Prohibited. The Tenant hereby acknowledges and agrees that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with training, employment, and/or the award of any contract, and/or the performance of any contract covered by the Section 3 program, on the grounds of race, color, disability, national origin, sexual orientation, or gender.

ARTICLE 27
FLORIDA PUBLIC RECORDS ACT

27.1 As it relates to this Lease, the Tenant and any of its subsidiaries, pursuant to Section 119.0701 of the Florida Statutes, shall:

a.) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service

b.) Upon request of from the Landlord's custodian of public records identified herein, provide the Landlord with a copy of the requested records or allow the public with access to public records on the same terms and conditions that the 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;

c.) 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 Agreement's term and following completion of the work under this Agreement if the Tenant does not transfer the records to the Landlord; and

d.) Meet all requirements for retaining public records and transfer to the County, at no cost to County, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Developer upon termination of this Agreement. Upon termination of this Agreement, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

27.2 For purposes of this article, 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 the Landlord.

27.3 In the event the Tenant does not comply with the public records disclosure requirements set forth in Section 119.0701, *Florida Statutes*, and this article, the Landlord shall avail itself of the remedies set forth in Article 19 of this Lease. The Tenant's obligations under this article shall survive the termination of this Agreement.

IF THE TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE LANDLORD'S CUSTODIAN OF PUBLIC RECORDS AT:

Miami-Dade County
Miami-Dade Public Housing and Community Development
701 N.W. 1st Court, 14th Floor
Miami, Florida 33136
Attention: Jacqueline Dana
Email: Jacqueline.Dana@miamidade.gov

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, Landlord has caused this Lease to be executed in its name by the County Mayor, or the Mayor's designee, 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.

Approved as to form and
legal sufficiency

By_____
Terrence A. Smith
Assistant County Attorney

LANDLORD:

MIAMI-DADE COUNTY, a political Subdivision of the State of Florida BY ITS BOARD OF COUNTY COMMISSIONERS

By:_____
Name: Maurice L. Kemp
Title: Deputy Mayor

ATTEST:

HARVEY RUVIN, CLERK

By:_____

Signed in the presence of:

_____
Print Name:_____

_____
Print Name: MERYL WOLFE

TENANT:

CORNERSTONE GROUP PARTNERS, LLC, a Florida limited liability company

By:_____
Mara S. Mades, Vice President

EXHIBIT "A"

LEGAL DESCRIPTION OF THE DEMISED PROPERTY

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE PLAT OF 'OKEECHOBEE STATION' AS RECORDED IN PLAT BOOK 159, PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING IN THE NW ONE QUARTER OF SECTION 13, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 4"X4" CONCRETE MONUMENT 'PLS 2159' AT THE SOUTHEAST CORNER OF THE PLAT OF OKEECHOBEE STATION AS RECORDED IN PLAT BOOK 159, PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, PROCEED ALONG THE SOUTH LINE OF SAID PLAT OF OKEECHOBEE STATION (SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF W. 19TH STREET) S89°38'09"W A DISTANCE OF 548.40 FEET TO A 'CROWS FOOT' MARK IN THE BACK OF A CONCRETE WALK AT A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 78.96 FEET, A CENTRAL ANGLE OF 23°39'57" AND A CHORD BEARING OF N78°31'53"W; THENCE, ALONG THE ARC OF SAID CURVE A DISTANCE OF 32.61 FEET TO A DRILL HOLE IN THE BACK OF A CONCRETE WALK AT A POINT OF NON-TANGENCY TO A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 2566.35 FEET, A CENTRAL ANGLE OF 6°16'18" AND A CHORD BEARING OF N46°50'58"W; THENCE, ALONG THE ARC OF SAID CURVE A DISTANCE OF 280.91 FEET TO A POINT OF REVERSE CURVATURE TO A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2682.98 FEET, A CENTRAL ANGLE OF 1°21'37" AND A CHORD BEARING OF N44°23'38"W; THENCE, ALONG THE ARC OF SAID CURVE 63.70 FEET TO A POINT OF NON-TANGENCY; THENCE, ALONG A NON-TANGENT LINE N89°35'21"E A DISTANCE OF 132.63 FEET TO A POINT OF NON-TANGENCY TO A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 81.00 FEET, A CENTRAL ANGLE OF 17°54'23" AND A CHORD BEARING OF S41°18'14"E; THENCE ALONG THE ARC OF SAID CURVE 25.31 FEET TO A POINT OF COMPOUND CURVATURE TO A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 18.50 FEET, A CENTRAL ANGLE OF 40°06'40" AND A CHORD BEARING OF S70°18'46"E; THENCE ALONG THE ARC OF SAID CURVE 12.95 FEET TO A POINT OF TANGENCY; THENCE ALONG A TANGENT LINE N89°37'54"E A DISTANCE OF 172.98 FEET TO A POINT OF CURVATURE TO A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 34.00 FEET, A CENTRAL ANGLE OF 43°15'39" AND A CHORD BEARING OF S68°44'16"E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 25.67 FEET TO A POINT OF TANGENCY; THENCE ALONG A TANGENT LINE S47°06'27"E A DISTANCE OF 22.38 FEET TO A POINT OF CURVATURE TO A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 31.00 FEET, A CENTRAL ANGLE OF 43°15'39" AND A CHORD BEARING OF S68°44'16"E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.41 FEET TO A POINT OF TANGENCY; THENCE ALONG A TANGENT LINE N89°37'54"E A DISTANCE OF 79.61 FEET TO A POINT OF CURVATURE TO A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 31.00 FEET, A CENTRAL ANGLE OF 44°34'03" AND A CHORD BEARING OF N67°20'53"E; THENCE ALONG THE ARC OF SAID CURVE 24.11 FEET TO A POINT OF TANGENCY; THENCE ALONG A TANGENT LINE N45°03'52"E A DISTANCE OF 20.39 FEET TO A POINT OF CURVATURE TO A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 34.00 FEET, A CENTRAL ANGLE OF 44°34'03" AND A CHORD BEARING OF N67°20'53"E; THENCE ALONG THE ARC OF SAID CURVE 26.45 FEET TO A POINT OF TANGENCY; THENCE ALONG A TANGENT LINE N89°37'54"E A DISTANCE OF 288.14 FEET TO A POINT ON THE EAST LINE OF THE PLAT OF OKEECHOBEE STATION; THENCE ALONG THE EAST LINE OF SAID PLAT OF OKEECHOBEE STATION S01°42'05"E A DISTANCE OF 222.58 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 152,119.83 SQUARE FEET OR 3.492 ACRES MORE OR LESS.

ABBREVIATIONS LEGEND

AL	ARC LENGTH (IN FEET)
C.B.	CHORD BEARING
CHD	CHORD LENGTH (IN FEET)
FDH	FOUND DRILL HOLE
FCF	FOUND CROWS FOOT MARK
FIRC	FOUND 5/8" REBAR & CAP
FIP	FOUND 1" IRON PIPE
SPKD	SET PK NAIL & DISK
FPKD	FOUND PK NAIL & DISK
FPRM	FOUND 4" X 4" CONCRETE MONUMENT
PB	PLAT BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
U.E.	UTILITY EASEMENT
SR	STATE ROAD
CBS	CONCRETE BLOCK STRUCTURE
LB	LICENSED BUSINESS
RAD	RADIUS
R/W	RIGHT-OF-WAY
SEC	SECTION
(P)	PLAT
(M)	MEASURED
(D)	DEED

SEE SHEET 1 FOR LOCATION SKETCH AND SURVEY NOTES
SEE SHEET 2 FOR SKETCH OF PARENT TRACT
SEE SHEET 3 FOR SKETCH OF DESCRIPTION

MORGAN & EKLUND, INC.
PROFESSIONAL SURVEY CONSULTANTS
8748 US HIGHWAY #1
P.O. BOX 1439
WABASSO, FL 32970
PHONE: (772) 388-4364
FAX: (772) 388-3145
1800 S.E. 3RD COURT
SUITE 110
DEERFIELD BEACH, FL 33441
PHONE: (954) 421-0888
FAX: (954) 421-0481

SKETCH OF DESCRIPTION
METRORAIL OKEECHOBEE STATION
SECTION 13 TOWNSHIP 53 SOUTH RANGE 40 EAST
FOR MIAMI-DADE COUNTY

CAD	JRH		7/2/09

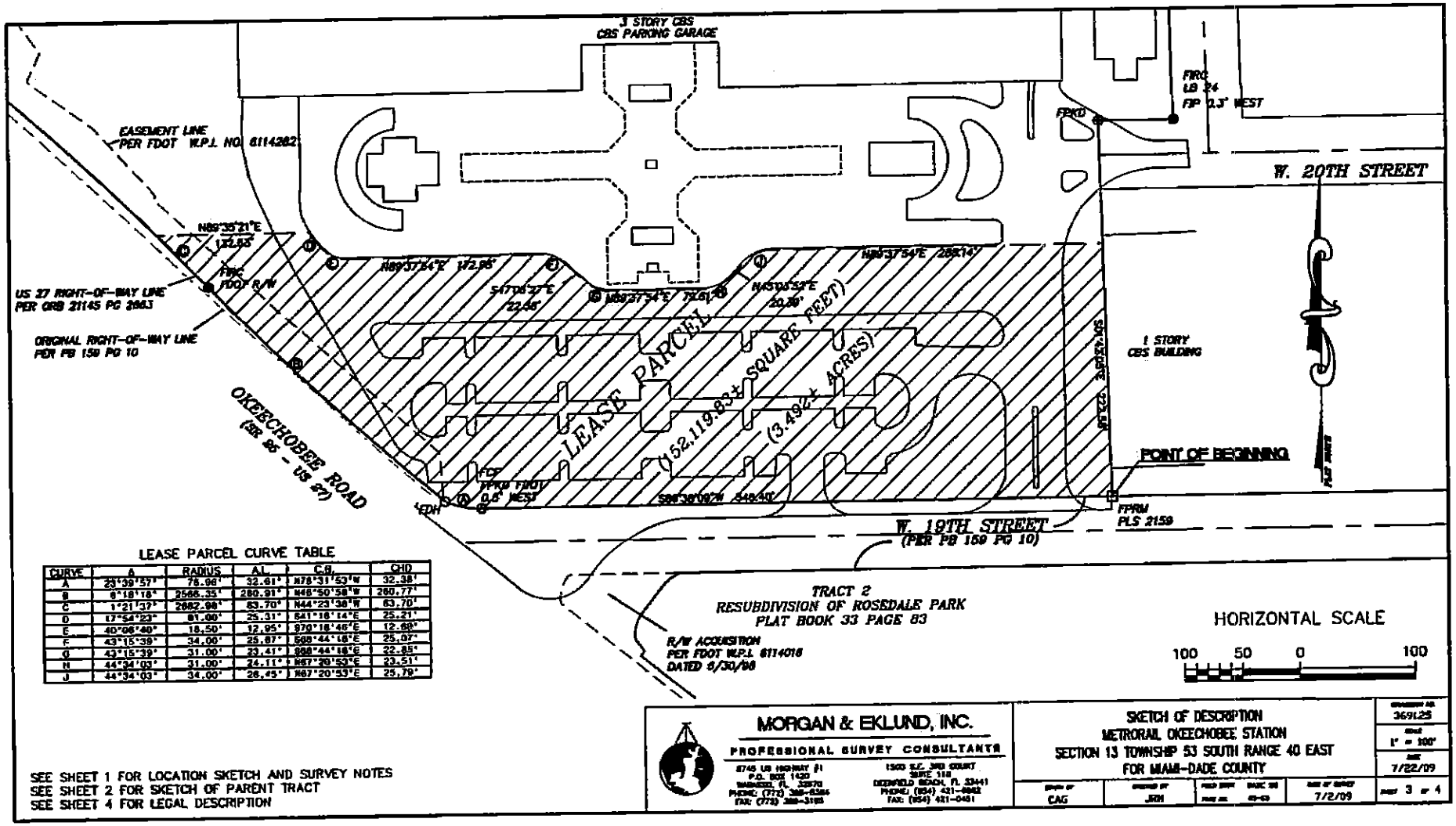
3691.23

7/22/09

4 of 4

EXHIBIT "A-1"

SKETCH OF THE LOCATION OF THE STATION AND OTHER IMPROVEMENTS ADJACENT TO THE DEMISED PROPERTY, AS WELL AS THE DEMISED PROPERTY



LEASE PARCEL CURVE TABLE

CURVE	Δ	RADIUS	ARC	C.B.	CHD
A	25°39'57"	78.96'	32.61'	N78°31'53"W	32.38'
B	6°18'18"	2566.35'	280.91'	N46°50'58"W	280.77'
C	1°21'37"	2882.98'	63.70'	N44°23'38"W	63.70'
D	17°54'23"	81.00'	25.31'	S41°18'14"E	25.21'
E	40°08'40"	18.50'	12.95'	S70°18'46"E	12.68'
F	43°15'39"	34.00'	25.67'	S66°44'18"E	25.07'
G	43°15'39"	31.00'	23.41'	S66°44'18"E	22.85'
N	44°34'03"	31.00'	24.11'	N67°20'52"E	23.51'
J	44°34'03"	34.00'	26.45'	N67°20'53"E	25.79'

SEE SHEET 1 FOR LOCATION SKETCH AND SURVEY NOTES
SEE SHEET 2 FOR SKETCH OF PARENT TRACT
SEE SHEET 4 FOR LEGAL DESCRIPTION

MORGAN & EKLUND, INC.
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1303 S.E. 3RD COURT
SUITE 110
DEERFIELD BEACH, FL. 33441
PHONE: (954) 421-0662
FAX: (954) 421-0451

SKETCH OF DESCRIPTION
METRORAIL OKEECHOBEE STATION
SECTION 13 TOWNSHIP 53 SOUTH RANGE 40 EAST
FOR MIAMI-DADE COUNTY

				369L25
				1" = 100'
				7/22/09
DRAWN BY: CAG	CHECKED BY: JRM	FIELD BOOK:	PAGE NO.:	DATE OF SURVEY: 7/2/09
				SHEET 3 OF 4

EXHIBIT "B"
DEVELOPMENT CONCEPT

Metro Grande will consist of approximately 286 units in a phased development at the Okeechobee Metrorail.

Metro Grande is anticipated to be a three phase project, offering a mix of unit types serving households of varying income levels. Residents will have immediate access to jobs, shopping, art and entertainment venues, educations facilities and other neighborhood services, as Metro Grande is located adjacent to the Okeechobee Metrorail station. The Metrorail system in Miami-Dade County can take residents all the way from southern Miami-Dade County to downtown, northern Miami-Dade County and the Miami International Airport.

The project will include a variety of uses and concepts on an approximate 3.49 acre site; uses that will make Metro Grande an attractive location for people to live and play.

Moreover, Metro Grande will offer approximately 15,000 square feet of lobby and amenity space, incorporating a wide variety of amenities such as community rooms, fully equipped fitness centers, dining rooms and kitchens for group activities, business centers and cyber cafés with free wifi, social rooms, and more.

METRO GRANDE
A-0.3
BUS ONLY
ACCESS TO METRORAIL STATION ENTRANCE
COVERED WALKWAY TO METRORAIL STATION (12'-0" CLEAR HEIGHT WITH ILLUMINATION)
OKEECHOBEE ROAD
(SR 25 - US 27)

Schedule 1.2
(form)

COMMENCEMENT DATE CONFIRMATION

Reference is made to the Lease Agreement dated _____, 2017 (the "Lease"), by and between Miami-Dade County, acting by and through its Public Housing and Community Development Department ("PHCD") (hereinafter "Landlord"), and Okeechobee Holdings, LLC ("Tenant"). This Commencement Date Confirmation ("Confirmation") is attached to the Lease as Schedule 1.2 thereto, and, when executed and delivered by Landlord and Tenant, shall be incorporated within and made a part of the Lease. Capitalized terms used in this Confirmation without otherwise being defined herein will have the meanings given to them in the Lease. The Commencement Date of the Lease is _____. To confirm the Commencement Date, the parties have caused this instrument to be executed and delivered to the Tenant.

ATTEST:
HARVEY RUVIN, CLERK

By: _____

LANDLORD:
MIAMI-DADE COUNTY, a political subdivision of the State of Florida

BY ITS BOARD OF COUNTY COMMISSIONERS

By:_____
Name:_____
Title:_____

TENANT:

_____, LLC, a Florida limited liability company

Signed in the presence of:

_____
Print Name:_____

By:_____
Name:_____
Title_____

_____
Print Name: _____

Schedule 4.14

Connection of Buildings to Utilities

**(as of the Commencement Date,
subject to amendment based on title search)**

Schedule 7.1

INSURANCE REQUIREMENTS

Additional limits for each type of insurance may be determined upon review of changes to construction plans and operations description. Additional types of insurance coverage may be required if, upon review of Tenant plans and operations description, the Landlord determines that such coverage is necessary or desirable.

The Tenant shall furnish to Miami-Dade County c/o Public Housing and Community Development Department, Director, 701 N.W. 1st Court, Suite 1400, Miami, FL 33136, Certificate(s) of Insurance that shows that insurance coverage has been obtained that meets the requirements as outlined below:

DESIGN PHASE

A. Worker's Compensation as required by Chapter 440, *Florida Statutes*.

B. Commercial General Liability Insurance, on a comprehensive basis, in an amount not less than $1,000,000 per occurrence for bodily injury and property damage combined. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in conjunction with this agreement in an amount not less than $1,000,000 per occurrence for bodily injury and property damage combined.

D. Professional Liability Insurance in the name of the Tenant or in the name of the licensed design professional for this project in an amount not less than $1,000,000 per claim. This insurance coverage shall be maintained for a period of two (2) years after Completion of Construction.

CONSTRUCTION PHASE

Tenant shall provide Certificate(s) of Insurance indicating the following insurance coverage prior to Commencement of Construction:

A. Worker's Compensation Insurance for all employees of the Tenant as required by Chapter 440, *Florida Statutes*.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $50,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in conjunction with this agreement in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Completed Value Builder's Risk Insurance on an "All Risk" basis in an amount not less than one hundred percent (100%) of the insurable value of the building(s) or structure(s) under construction. The policy shall name the Tenant and the Landlord A.T.I.M.A.

OPERATION PHASE

Tenant shall provide certificate(s) of insurance as follows:

A. Worker's Compensation Insurance for all employees of the Tenant as required by Chapter 440, *Florida Statutes*.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in conjunction with this agreement in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. 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). Miami Dade County must be shown as a Loss Payee with respect to this coverage A.T.I.M.A.

LESSEE LIABILITY OBLIGATION

Compliance with the foregoing requirements shall not relieve the Tenant of its liability and obligation under this subsection or under any subsection of this Lease. The insurance requirements (as applicable) shall be satisfied by the Tenant prior to the Commencement Date.

If the Tenant fails to submit the required insurance documents in the manner prescribed in this Schedule 7.1 within twenty (20) calendar days after the Commencement Date, the Tenant shall be an Event of Default of the terms and conditions of this Lease.

CERTIFICATE CONTINUITY

The Tenant shall be responsible for assuring that the insurance certificates required in conjunction with this subsection remain in force for the duration of the Term of the Lease, including any and all option years, if applicable. If insurance certificates are scheduled to expire during the Term of

the Lease, the Tenant shall be responsible for submitting renewal insurance certificates prior to expiration.

In the event that expiration certificates are not replaced with new or renewed certificates that cover the Term of the Lease, it shall be an Event of Default and the Tenant shall be in default of the terms and conditions of this Lease. Applicable insurance shall be maintained throughout the Term of the Lease.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications, provided such qualifications are in use:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Landlord's Risk Management Division.

Certificates will show that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Schedule 22.2

Landlord's Estoppel Certificate

(form – subject to amendments based on lender or Developer requirements)

[Address to Lender]

_____, 20_____

Re: Lease Agreement dated _____, 2017 (the "Lease"), by and between Miami-Dade County, acting by and through its Public Housing and Community Development Department ("PHCD") ("Landlord"), and Cornerstone Group Partners, LLC, its successors or assigns ("Tenant").

Ladies and Gentlemen:

Landlord has been advised that _____("Lender") intends to make a loan to Tenant (the "Loan") in connection with the Demised Property described in the Lease, and that, in making the Loan, Lender will act in material reliance upon this Estoppel Certificate from Landlord. Landlord hereby certifies, represents, warrants, acknowledges and agrees as follows:

1. There have been no amendments, modifications, extensions, renewals or replacements of the Lease (other than as attached hereto).

2. Other than those contained in writing in the Lease, Tenant has made no representations, warranties or covenants to or in favor of Landlord with respect to the Demised Property or the Project.

3. The Lease is in full force and effect. Tenant has accepted the Demised Property, presently is in possession of same, and is paying the Rent specified in the Lease on a current basis as of the date hereof. Landlord has no knowledge of any set offs, claims or defenses to the enforcement of the Lease or Tenant's rights thereunder (except as expressed hereunder or attached hereto).

4. To Landlord's knowledge, neither Tenant nor Landlord is in Default or breach under the Lease, and no event has occurred or condition exists which, with the giving of notice or passage of time, or both, could result in an Event of Default or breach under the Lease by either party (except as expressed hereunder or attached hereto).

5. As of the date hereof, the Rent is as specified in the Lease except as follows:_____[insert "none" if not applicable].

6. Landlord has no knowledge of any present condition or event that may give rise to a violation of any federal, state, county or municipal law, regulation, ordinance, statute, rule, order

or directive applicable to the Lease, the Demised Property or the Project (except as expressed hereunder or attached hereto).

Except as otherwise expressly defined in this Estoppel Certificate, all capitalized and/or defined terms when used herein will have the same meanings as given such terms in the Lease. This Certificate may be delivered by Landlord by facsimile or telecopier signature.

MIAMI-DADE COUNTY,
a political subdivision of the State of Florida

By:_____
Deputy Mayor

SCHEDULE 4.25

APPROVED CONSTRUCTION AND DEVELOPMENT CONTRACTS

1. [BEHAR-FONT ARCHITECTURAL AGREEMENT]
2. [TRANSITIONS, INC., AGREEMENT]

EXHIBIT C
Applicable Federal Requirements

EXHIBIT C

Applicable Federal Requirements

Conduct of Work

1. Disputes

(a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(b) Except for disputes arising under the clauses entitled *Labor Standards and Labor Standards- Nonroutine Maintenance,* herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(c) All claims by the Tenant shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Landlord against the Tenant shall be subject to a written decision by the Contracting Officer.

(d) Landlord shall be the "Contracting Officer." The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Tenant of the date by which the decision will be made.

(e) The Contracting Officer's decision shall be final unless the Tenant (l) appeals in writing to a higher level in the Landlord in accordance with the Landlord' s policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.

(f) The Tenant shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

2. Lead-Based Paint

The Tenant shall comply with the requirements concerning lead-based painted contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846) as implemented by 24 C.F.R. Part 35.

3. Health, Safety, and Accident Prevention

(a) In performing this contract, the Tenant shall:

i. Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;

ii. Protect the lives, health, and safety of other persons;

iii. Prevent damage to property, materials, supplies, and equipment; and

iv. Avoid work interruptions.

(b) For these purposes, the Tenant shall:

i. Comply with regulations and standards issued by the Secretary of Labor at 29 C.F.R. Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. § 3701 et seq.; and

ii. Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Tenant shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 C.F.R. Part 1904.

(d) The Contracting Officer shall notify the Tenant of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Tenant or the Tenant's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Tenant shall immediately take corrective action (unless Tenant disputes the notification in accordance with Section 1). If the Tenant fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until

satisfactory corrective action has been taken. The Tenant shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Tenant shall be responsible for its subcontractors' compliance with the provisions of this clause. The Tenant shall take such action with respect to any subcontract as Miami-Dade Landlord (the "Landlord"), the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

4. Royalties and Patents

The Tenant shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the Landlord harmless from loss on account thereof; except that the Landlord shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Tenant has no reason to believe that the specified design, process, or product is an infringement. If, however, the Tenant has reason to believe that any design, process or product specified is an infringement of a patent, the Tenant shall promptly notify the Contracting Officer. Failure to give such notice shall make the Tenant responsible for resultant loss.

5. Clean Air and Water

The contactor shall comply with the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. § 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

6. Energy Efficiency

The Tenant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

7. Subcontracts

(a) Definitions. As used in this contract:

i. "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

ii. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Tenant or another subcontractor.

(b) The Tenant shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a Federal Transit Administration

(FTA) or United States Department of Housing and Urban Development (HUD) program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Tenant shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Tenant.

(d) The Tenant shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the Landlord or between the subcontractor and FTA or HUD.

8. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms.

The Tenant shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

9. Equal Employment Opportunity.

During the performance of this contract, the Tenant agrees as follows:

(a) The Tenant shall 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.

(b) The Tenant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity, or gender expression. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

(c) The Tenant shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Tenant shall, in all solicitations or advertisements for employees placed by or on behalf of the Tenant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity, and gender expression.

(e) The Tenant shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Tenant's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Tenant shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Tenant shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Tenant shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Tenant is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Tenant may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies

invoked against the Tenant as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Tenant shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Tenant shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Tenant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Tenant may request the United States to enter into the litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

10. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The Tenant agrees to send to each labor organization or representative of workers with which the Tenant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Tenant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth

minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The Tenant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Tenant will not subcontract with any subcontractor where the Tenant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

(e) The Tenant will certify that any vacant employment positions, including training positions, that are filled (1) after the Tenant is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Tenant's obligations under 24 C.F.R. Part 135.

(f) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(h) The Tenant shall provide monthly reports indicating all new hires on the project for each week in the reporting period.

11. Limitations on Payments made to Influence Certain Federal Financial Transactions.

(a) The Tenant agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any

Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(b) The Tenant further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

12. Examination and Retention of Tenant's Records

(a) The Landlord, FTA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Tenant's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Tenant agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Landlord, FTA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

(d) Lunches, dinners, etc. are not acceptable reimbursable expenses.

(e) Acceptable reimbursable expenses are defined as:

(f) Payments to Tenant shall be based on services rendered/work completed, not costs incurred for deposits/retainers.

13. Labor Standards – Davis-Bacon and Related Acts.

If the total amount of this contract exceeds $2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(a) Minimum Wages.

i. All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Tenant and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 C.F.R. § 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Tenant and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. FTA or HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

iii. If the Tenant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and FTA, HUD or their designees agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by FTA, HUD or their designees to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise FTA, HUD or their designees or will notify FTA, HUD or their designees within the 30-day period that additional time is necessary.

iv. In the event the Tenant, the laborers or mechanics to be employed in the classification or their representatives, and FTA, HUD or their designees do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), FTA, HUD or their designees shall refer the questions, including the views of all interested parties and the recommendation of FTA, HUD or their designees, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise FTA, HUD or their designees or will notify FTA, HUD or their designees within the 30-day period that additional time is necessary.

v. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

vi. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Tenant shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

vii. If the Tenant does not make payments to a trustee or other third person, the Tenant may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Tenant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Tenant to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding of funds. FTA, HUD or their designees shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Tenant under this contract or any other Federal contract with the same prime Tenant, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Tenant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Tenant or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, FTA, HUD or their designees may, after written notice to the Tenant, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. FTA, HUD or their designees may, after written notice to the Tenant, disburse such amounts withheld for and on account of the Tenant or subcontractor to the respective employees to whom they are due.

(c) Payrolls and basic records.

i. Payrolls and basic records relating thereto shall be maintained by the Tenant during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 C.F.R. § 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Tenant shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Tenants employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. The Tenant shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to FTA, HUD or their designees . The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph €(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Tenant is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

iii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Tenant or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under paragraph € (1) of this clause and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 C.F.R. Part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

iv. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (e)(2)(ii) of this clause.

v. The falsification of any of the above certifications may subject the Tenant or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

vi. The Tenant or subcontractor shall make the records required under subparagraph €(1) available for inspection, copying, or transcription by authorized representatives of FTA, HUD or their designees, the Contracting

Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Tenant or subcontractor fails to submit the required records or to make them available, FTA, HUD or their designees may, after written notice to the Tenant, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

(d) Apprentices.

i. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Tenant as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Tenant's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails

for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Tenant will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. Trainees. Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Tenant will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. Part 30.

(e) Compliance with Copeland Act requirements. The Tenant shall comply with the requirements of 29 C.F.R. Part 3, which are hereby incorporated by reference in this contract.

(f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Tenant and a subcontractor as provided in 29 C.F.R. § 5.12.

(g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 C.F.R. Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Tenant (or any of its subcontractors) and the Landlord, FTA, the U.S. Department of Labor, or the employees or their representatives.

(i) Certification of eligibility.

i. By entering into this contract, the Tenant certifies that neither it (nor he or she) nor any person or firm who has an interest in the Tenant's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

iii. The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. § 1001.

(j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

i. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

ii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Tenant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Tenant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.

iii. Withholding for unpaid wages and liquidated damages. FTA, HUD or their designees shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Tenant or subcontractor under any such contract or any Federal contract with the same prime Tenant, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Tenant, such sums as may be determined to be necessary to satisfy any liabilities of such Tenant or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.

(k) Subcontracts. The Tenant or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as FTA, HUD or their designees may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Tenant shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

14. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Tenant or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

i. The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. § 3141 et seq.) to be prevailing in the locality with respect to such trade;

(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

15. Procurement of Recovered Materials.

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Tenant shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Tenant shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Tenant determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Tenant purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Tenant: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

The requirements of this Exhibit C shall survive the termination of this Agreement.

ASSIGNMENT AND ACCEPTANCE AGREEMENT

This Assignment is made as of the _____ day of _____, 2018 by and between CORNERSTONE GROUP PARTNERS, LLC, a Florida limited liability company ("Assignor"), and OKEECHOBEE LEASE HOLDINGS, LLC, a Florida limited liability company ("Assignee").

WITNESSETH:

A. By Lease Agreement (Okeechobee Station) dated of even day herewith ("Lease") Assignor, as Tenant, leased certain real property from Miami-Dade County, a political subdivision of the State of Florida ("Landlord"), subject to the covenants, conditions, and agreements contained in the Lease. The property that is the subject of the Lease is a portion of the Okechobee Metrorail Station site.

B. Assignor desires to assign and transfer to Assignee all of Assignor's right, title, obligation, and interest in and to the Lease, and Assignee desires to acquire and assume all such right, title, obligation and interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of the right, title, obligation and interest of Assignor in and to the Lease, to have and to hold the same from and after the date hereof for the remainder of the Term of the Lease.

2. Assignee hereby accepts said assignment and assumes all liabilities of Assignor to Landlord and the full and faithful observance and performance of each and every term, covenant, and condition of the Lease on the part of the Assignor thereunder to be observed and performed.

3. The assignment, transfer, acceptance, and covenants contained herein shall bind and inure to the benefit of Landlord, Assignor, and Assignee and their respective successors and assigns.

4. Assignor and Assignee represent and warrant to each other and for the benefit of Landlord that each has full and lawful authority to enter into and be bound by this Assignment and to perform all obligations required to be performed by each under this Assignment and the Lease.

5. This Assignment may not be changed, modified, discharged, or terminated orally or in any other manner than by an agreement in writing executed by the parties hereto or their respective successors and assigns.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the date first above written.

Witnesses:

Sonia Rodriguez

Meryl Wafe

ASSIGNOR:

CORNERSTONE GROUP PARTNERS, LLC, a Florida limited liability company

By: _____
Mara S. Mades
Vice President

ASSIGNEE:

OKEECHOBEE LEASE HOLDINGS, LLC, a Florida limited liability company

Sonia Rodriguez

Meryl Wafe

By: _____
Mara S. Mades
Vice President

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30364-0866

CONSENT BY LANDLORD

The undersigned Landlord under that certain lease with CORNERSTONE GROUP PARTNERS, , LLC, as tenant ("Tenant"), hereby consents to the entering into of the foregoing Assignment and Acceptance Agreement ("Assignment") between Tenant, as assignor, and OKEECHOBEE LEASE HOLDINGS, LLC, a Florida limited liability company, as assignee, upon the express understandings and conditions that:

1. Nothing contained in the Assignment shall be taken or construed to in any way modify, alter, waive, or affect any of the terms, covenants, or conditions contained in the Lease; and

2. There shall be no further assignment of the Lease, except in accordance with the terms and conditions of the Lease.

DATED as of this _____ day of _____, 2018.

LANDLORD:

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

By:_____

Name:_____

Title:_____

Attest:

By:_____

Name:_____

Title: Clerk of the Board of County Commissioners

Approved as to form and legal sufficiency:

By:_____

Name:_____

Title: Assistant County Attorney

U.S. Department
of Transportation
**Federal Transit
Administration**

REGION IV
Alabama, Florida, Georgia,
Kentucky, Mississippi,
North Carolina, Puerto
Rico, South Carolina,
Tennessee, Virgin Islands

230 Peachtree St., N.W.,
Suite 1400
Atlanta, GA 30303
404-865-5600
404-865-5605 (fax)

August 1, 2018

Ms. Alice Bravo, PE
Director, Miami-Dade County Department of Transportation and Public Works
701 N.W. 1st Court, 17th Floor
Miami, FL 33136

Dear Ms. Bravo:

The Federal Transit Administration (FTA) received your request dated June 13, 2018, in which you ask for FTA's approval to change developers at the Okeechobee Metrorail Station joint development project. FTA has been informed that the prior joint development project was unsuccessful and was never constructed, as a result, the Miami-Dade County Department of Transportation and Public Works (DPTW) moved forward with a new solicitation. FTA has reviewed your request and concurs.

FTA previously approved this joint development project on August 1, 2012. The approval included the transfer of two parcels immediately adjacent to the Northside and Okeechobee Metrorail Stations to the Department of Public Housing and Community Development (PHCD), another Miami-Dade County department.

As previously determined:

1. The acquisition of the land was originally funded at 80% federal participation under grant FL-03-0036.
2. PHCD has committed to pay DTPW $3 million for the development rights to the Okeechobee Metrorail Station.
3. DTPW will maintain complete responsibility for the operation and maintenance of the Okeechobee Metrorail Station and will ensure access during construction.
4. DTPW and PHCD have a contract in place to ensure that the parking spaces will be reserved for transit riders for the longevity of the Metrorail station.
5. The terms of the Joint Development under which the previous FTA concurrence was granted have not changed.

DTPW and Miami-Dade are required to maintain satisfactory continuing control over the entire parcel and all improvements. If you have any questions, please contact Mr. Gregory Chilik by email, at gregory.chilik@dot.gov, or by phone at (404) 865-5471.

Sincerely,
Yvette G. Taylor
Yvette G. Taylor, Ph.D.
Regional Administrator