MEMORANDUM

Agenda Item No. 14(A)(5)

TO: Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners

DATE: July 18, 2023

FROM: Geri Bonzon-Keenan County Attorney

SUBJECT: Resolution approving an amended and restated lease and development agreement between the County and Wellspring Community Resources, Inc., a Florida not-for-profit corporation ("Wellspring Community"), for certain County-owned property located at 14701 NW 27 Avenue, Opa-Locka, Florida ("Property") to reduce the size of the premises to approximately 98,503 square feet to be utilized as a medical office complex pursuant to an Amended Lease with Wellspring Community, in accordance with section 125.045, Florida Statutes, for a term of 75 years with a rental amount of $1.00 per year for seven years and $75,000.00 annually for years eight through 75 for a total of $5,100,007.00 for the term; approving a lease of the remaining property consisting of approximately 65,798 square feet to Wellspring LLC, a Colorado limited liability company ("Wellspring LLC"), for an initial term of 75 years with two five year renewal options for a rental amount of $54,000.00 per year with an increase of three percent annually, and such rent subject to deferrals, commencing no later than May 31, 2025 to be utilized for development and operation of affordable residential housing for the elderly; authorizing the County Mayor to execute the amended lease with Wellspring Community and the housing lease with Wellspring LLC, to take all actions necessary to effectuate same, and to provide an executed copy of such leases to the Property Appraiser's Office

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Oliver G. Gilbert, III.

Geri Bonzon-Keenan
County Attorney

GBK/uw

MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 18, 2023

FROM: Geri Bonzon-Keenan
County Attorney

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

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(5)
7-18-23

RESOLUTION NO. _____

RESOLUTION APPROVING AN AMENDED AND RESTATED LEASE AND DEVELOPMENT AGREEMENT BETWEEN THE COUNTY AND WELLSPRING COMMUNITY RESOURCES, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION ("WELLSPRING COMMUNITY"), FOR CERTAIN COUNTY-OWNED PROPERTY LOCATED AT 14701 NW 27 AVENUE, OPA-LOCKA, FLORIDA ("PROPERTY") TO REDUCE THE SIZE OF THE PREMISES TO APPROXIMATELY 98,503 SQUARE FEET TO BE UTILIZED AS A MEDICAL OFFICE COMPLEX PURSUANT TO AN AMENDED LEASE WITH WELLSPRING COMMUNITY, IN ACCORDANCE WITH SECTION 125.045, FLORIDA STATUTES, FOR A TERM OF 75 YEARS WITH A RENTAL AMOUNT OF $1.00 PER YEAR FOR SEVEN YEARS AND $75,000.00 ANNUALLY FOR YEARS EIGHT THROUGH 75 FOR A TOTAL OF $5,100,007.00 FOR THE TERM; APPROVING A LEASE OF THE REMAINING PROPERTY CONSISTING OF APPROXIMATELY 65,798 SQUARE FEET TO WELLSPRING LLC, A COLORADO LIMITED LIABILITY COMPANY ("WELLSPRING LLC"), FOR AN INITIAL TERM OF 75 YEARS WITH TWO FIVE YEAR RENEWAL OPTIONS FOR A RENTAL AMOUNT OF $54,000.00 PER YEAR WITH AN INCREASE OF THREE PERCENT ANNUALLY, AND SUCH RENT SUBJECT TO DEFERRALS, COMMENCING NO LATER THAN MAY 31, 2025 TO BE UTILIZED FOR DEVELOPMENT AND OPERATION OF AFFORDABLE RESIDENTIAL HOUSING FOR THE ELDERLY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AMENDED LEASE WITH WELLSPRING COMMUNITY AND THE HOUSING LEASE WITH WELLSPRING LLC, TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME, AND TO PROVIDE AN EXECUTED COPY OF SUCH LEASES TO THE PROPERTY APPRAISER'S OFFICE

WHEREAS, on August 31, 2020, the Board adopted Resolution No. R-822-20 approving a Lease Agreement ("Original Lease") between the County and Wellspring Community Resources, Inc., a Florida not-for-profit corporation ("Wellspring Community") for the

development of a medical office complex along with affordable housing on property located at 14701 N.W. 27 Avenue, Opa Locka, Florida 33054, Folio No. 08-2122-026-0010 (the "Property") as further described in Attachment "1," which became effective on October 1, 2020, pursuant to sections 125.045 and 125.379, Florida Statutes; and

WHEREAS, on November 9, 2020, pursuant to the terms of the Original Lease, Wellspring Community entered into a sublease agreement ("Sublease") with Wellspring LLC, a Colorado limited liability company ("Wellspring LLC") for the purpose of constructing the affordable housing component of the proposed development; and

WHEREAS, in light of the separate funding sources required for the construction of the medical office complex and the affordable housing, the separate entities responsible for each component, and the distinct footprint of each of the projects, Wellspring Community and Wellspring LLC have requested a bifurcation and amendment of the Original Lease; and

WHEREAS, such bifurcation and amendment would create two separate leases with the respective entities over separate portions of the Property, including the construction of the medical office complex component by Wellspring Community on one portion and the construction of the affordable housing component by Wellspring LLC on the remaining portion; and

WHEREAS, as set forth in the Amended and Restated Lease and Development Agreement ("Amended Lease") between the County and Wellspring Community attached as Attachment "2," the leased premises upon which Wellspring Community would construct the medical office complex consists of an approximately 98,503 square foot portion of the Property, as further depicted in Exhibit "A" to the Amended Lease; and

WHEREAS, as set forth in the Lease between the County and Wellspring LLC ("Housing Lease") attached as Attachment "3," the leased premises upon which Wellspring LLC would construct the residential elderly and affordable housing consists of an approximately 65,798 square foot portion of the Property, as further depicted in Exhibit "B" to the Housing Lease; and

WHEREAS, in addition to the inclusion of various additional applicable protections in accordance with Implementing Order No. 8-4, which was amended subsequent to the execution of the Original Lease, such as required quarterly reporting on the progress of the construction and required hookup to sewer, the Amended Lease includes a lease term of 75 years to begin upon the effective date of the Amended Lease and a rent schedule of $1.00 per year for years 1 through 7 and $75,000.00 per year thereafter for a total of $5,025,000.00, and requires construction to commence no later than June 30, 2024 with completion no later than October 15, 2025; and

WHEREAS, in addition to the inclusion of additional protections in accordance with Implementing Order No. 8-4, such as required regular reporting on the progress of the construction and required hookup to sewer, the Housing Lease (1) requires construction of a minimum of 99 affordable housing units for the elderly as defined in section 420.503, Florida Statutes, whose total annual household incomes do not exceed 60 percent of the adjusted median income for households in Miami-Dade County, (2) includes a lease term of 75 years with two five year renewal options and a rent schedule of $54,000.00 annually, subject to deferrals in the event that there is insufficient net annual cash flow derived from the affordable housing development, with an annual increase of 3% of the prior year's rental amount, commencing on the earlier of May 31, 2025 or the issuance of a Certificate of Occupancy, and (3) requires such construction to commence no later than six months from the effective date of the Housing Lease with completion no later than August 31, 2025; and

WHEREAS, the Internal Services Department procured two appraisals as of October and November 2022, respectively, for the portion of the Property subject to the Housing Lease and the average appraised market value for the portion of the Property to be leased to Wellspring LLC per the Housing Lease was determined to be $1,900,000.00; and

WHEREAS, the purpose of the Original Lease is preserved by its bifurcation resulting in the Amended Lease and the Housing Lease, namely, to create a medical office complex in the City of Opa-Locka in order to provide improved access to health care services and providers currently lacking in the City, which will promote economic growth, attract new business enterprises, create permanent jobs, and provide much needed attendant affordable housing; and

WHEREAS, in accordance with such bifurcation, the Amended Lease includes a termination of the Sublease with Wellspring LLC, which will be replaced and superseded by the Housing Lease with the same entity; and

WHEREAS, the Amended Lease and Housing Lease will further the goals of promoting economic development by invigorating the area and community surrounding the Property and attracting health care businesses into the area, while concurrently creating residential affordable housing for elderly residents, in order to allow affordable access to, and utilization of, these much-needed services; and

WHEREAS, accordingly, the County desires to bifurcate the Original Lease of the Property and to approve the Amended Lease with Wellspring Community pursuant to section 125.045, Florida Statutes, and to approve the Housing Lease with Wellspring LLC pursuant to section 125.379, Florida Statutes; and

WHEREAS, the Internal Services Department has provided public notice of the Housing Lease and conducted all necessary due diligence pursuant to Implementing Order No. 8-4, as set forth in the County Mayor's memorandum attached as Attachment "4,"

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, pursuant to section 125.045, Florida Statutes, the Amended Lease between the County and Wellspring Community in substantially the form attached hereto as Attachment "2" and, pursuant to section 125.379, the Housing Lease between the County and Wellspring LLC in substantially the form attached hereto as Attachment "3."

Section 3. This Board authorizes the County Mayor or County Mayor's designee to execute the Amended Lease and the Housing Lease for and on behalf of the County, to take all actions necessary to effectuate the leases including the termination of the Sublease, and to exercise any and all other rights conferred therein, other than those expressly reserved to the Board, and including but not limited to the right of termination.

Section 4. This Board directs the County Mayor or County Mayor's designee to appoint staff to monitor compliance with the terms of the Amended Lease and the Housing Lease and to provide a copy of the Amended Lease and the Housing Lease to the Miami-Dade County Property Appraiser's Office.

The Prime Sponsor of the foregoing resolution is Chairman Oliver G. Gilbert, III. It was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman
Anthony Rodríguez, Vice Chairman

Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of July, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MRP

Monica Rizo Perez
Debra Herman

Attachment 1

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 7/8/2023

Property Information	
Folio:	08-2122-026-0010
Property Address:	14701 NW 27 AVE Opa-locka, FL 33054-3350
Owner	MIAMI-DADE COUNTY ISD/REDD
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128
PA Primary Zone	8500 CIVIC/GOV'T
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	44,959 Sq.Ft
Lot Size	164,822 Sq.Ft
Year Built	Multiple (See Building Info.)

Assessment Information			
Year	2023	2022	2021
Land Value	$758,181	$659,288	$315,288
Building Value	$3,106,892	$3,152,581	$2,814,478
XF Value	$443,895	$450,005	$456,117
Market Value	$4,308,968	$4,261,874	$3,585,883
Assessed Value	$4,308,968	$4,261,874	$3,585,883

Taxable Value Information			
	2023	2022	2021
County			
Exemption Value	$4,308,968	$4,261,874	$3,585,883
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$4,308,968	$4,261,874	$3,585,883
Taxable Value	$0	$0	$0
City			
Exemption Value	$4,308,968	$4,261,874	$3,585,883
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$4,308,968	$4,261,874	$3,585,883
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2023	2022	2021
County	Exemption	$4,308,968	$4,261,874	$3,585,883

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

Short Legal Description
ALUMINUM INDUSTRIAL PARK PB 78-50
LOTS 1 & 2 BLK 1 & LOTS 5 & 10
BLK 7 OPA LOCKA INDUSTRIAL PK
PB 77-73
LOT SIZE 164822 SQ FT M/L

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

AMENDED AND RESTATED LEASE AGREEMENT

by and between

Miami-Dade County, Florida,
a political subdivision of the State of Florida

and

WELLSPRING COMMUNITY RESOURCES, INC,
a Florida Not For Profit Corporation

AMENDED AND RESTATED LEASE AND DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED LEASE AND DEVELOPMENT AGREEMENT (the "**Lease**"), dated as of the ____ day of _____, 202__ Effective Date (defined below) is made by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, through the Internal Services Department (hereinafter "**ISD**"), having its principal office and place of business at 111 N.W. 1st St., Suite 2100, Miami, Florida 33128, its successors and assignees (hereinafter called "**County**" or "**Landlord**"), and WELLSPRING COMMUNITY RESOURCES, INC, a Florida Not For Profit Corporation, having its principal office and place of business at its address set forth for Notices in **Article 20**, its successors and assigns (hereinafter "**WELLSPRING**" or "**Tenant**").

W I T N E S S E T H:

A. The Landlord owns and controls certain real property located at 14701 N.W. 27 Avenue, Opa Locka, Florida 33054, identified as Folio Number: 08-2122-026-0010 (the "**Property**"); and

B. On or about August 31, 2020, the Landlord, through its Board of County Commissioners ("**Board**") approved Resolution No. R-822-20, which, among other things, approved a Lease Agreement between the Landlord and Wellspring Community Resources, Inc., a Florida not-for-profit corporation, for the development of project consisting of a medical office complex, along with affordable housing, on the Property for a term of thirty (30) years, with two (2) fifteen (15) year renewal option periods; and

C. On or about November 9, 2020, pursuant to the terms of the Lease Agreement, the Tenant entered into a sublease agreement with Wellspring, LLC, a Colorado limited liability company, ("**Sublease**") for the purpose of constructing the affordable housing component of the proposed development on a portion of the Property; and

D. On or about May 18, 2021, the Board approved Resolution No. R-510-21, which, among other things, approved the issuance of multifamily housing revenue debt obligations, by the Housing Finance Authority of Miami-Dade County, in an amount not to exceed Twenty Million ($20,000,000.00) Dollars for the construction and development of a multifamily residential housing structure, consisting of approximately one hundred ten (110) units of rental housing, to be occupied by elderly persons or families of low, moderate or middle income households, on a portion of the Property, described as 14703 N.W. 27 Avenue, Opa Locka, Florida 33054; and

E. The Landlord and Tenant agree that in light of the separate entities responsible for the separate components of the development, the separate legal descriptions corresponding to each component, and the separate funding sources intended for the construction of the medical office complex and the affordable housing component, a bifurcation of the Lease to create two separate leases along with a termination of the existing Sublease, would facilitate and expedite the development project; and

F. The Landlord therefore desires to lease a portion of the Property, consisting of approximately 98,503 square feet as further described below and in **Exhibit "A"** attached hereto and made a part hereof (the "**Demised Property**") to the Tenant, upon which the Tenant will develop and construct a project including a 40,000 square foot medical office complex on the Demised Property, and to terminate the existing Sublease which will be replaced by a separate lease,

NOW THEREFORE, 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.

T E R M S

The recitals above are incorporated herein by reference and fully adopted as if set forth herein.

ARTICLE 1

DEMISED PROPERTY AND GENERAL TERMS OF LEASE

1.1 **Lease of the Demised Property**. For and in consideration of the rents, other amounts due and owing to the County, covenants and agreements specified herein, development of other facilities, and the rights reserved unto Landlord, Landlord agrees, pursuant to the terms of this Lease, and does hereby lease and demise unto Tenant, and Tenant does hereby take, upon and subject to the conditions and limitations herein expressed, the Demised Property, to have and to hold the same unto Tenant, for the Term. Landlord shall deliver exclusive possession of the Demised Property to Tenant, on the Effective Date, at which time Tenant shall take possession thereof.

"**Demised Property**" shall mean approximately 98,503 square feet of non-contiguous land and the building(s) thereon located at 14701 NW 27 Avenue, Opa-Locka Florida, identified by the legal description set forth in **Exhibit A**, a portion of Folio Number 08-2122-026-0010.

The Demised Property shall be leased to Tenant in its "as-is" "where-is" condition, with any and all faults, and with the Landlord not offering any implied or expressed warranty as to the condition of the Demised Property and/or whether it is fit for any particular purpose, and subject to any and all obligations, restrictions, covenants and reservations contained in the deed pursuant to which County acquired title to the Demised Property (a copy of which is attached hereto as **Exhibit "C"**) or any which have arisen before or thereafter through the Effective Date, and, all other obligations, liens, restrictions, covenants and reservations whether noted in the public records or not. Landlord makes no representations or warranties as to the condition of the title of the Demised Property.

1.2 Survey and Legal Description. No later than the required date of submission of the 50% Plans and Specifications, as later described below, the Tenant shall, at its sole cost and expense, obtain a current certified boundary survey of the Premises, as later described below,

prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Tenant and the Landlord. The survey shall contain a certification of the number of square feet contained in the Premises. The survey shall be subject to the Landlord's approval, and if the Landlord has any comments and/or proposed modifications to the survey, the Landlord shall provide such comments and/or proposed modifications in writing to the Tenant within fifteen (15) business days from the date of submittal of the survey. The Tenant shall incorporate said comments into a revised survey to be reviewed by the Landlord within fifteen (15) business days. The Tenant shall not proceed until both parties are in agreement. Once finalized, the survey showing the Premises shall be attached to this Lease as **Exhibit "A-1,"** and made a part hereof.

1.3 Term of Lease.

(A) Term. The term of this Lease shall be for seventy-five (75) years, commencing on the Effective Date and ending on the date which is seventy-five (75) years from the Effective Date, unless earlier terminated or extended as provided for herein (the "**Term**"). At the expiration or earlier termination of the Term, the Demised Property shall revert back to Landlord, and all improvements thereon (except Tenant's removable personal property or fixtures) shall become the property of the Landlord at no cost or expense to the Landlord.

(B) Effectiveness of Lease and Termination of Sublease. This Lease shall become effective on the first day of the first month after the date of its execution by the County Mayor. Upon the Effective date of this Lease, the Sublease with Wellspring, LLC, a Colorado limited liability company on the Property shall terminate, and the subtenant has joined in and acknowledges such termination as attested in the signature block below.

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 "**As-Built Plans**" shall mean the final plans of the actual structures that are developed on the Demised Property, as may be applicable. 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, as applicable, and all associated utilities, including, but not limited to, storm water management areas such as retention and detention basins and parking. Actual location of structures, 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.

2.2 "**Annual Rent**" or "**Rent**" shall have the meaning ascribed to such term in **Section 3.1**.

2.3 **"Applicable Laws"** shall mean all present and future applicable laws, ordinance, rules, regulations, authorizations, orders and requirements of all federal, state, county and municipal governments, the departments, bureaus or commissions thereof, authorities, boards and

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.

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

2.5 "**Certificate of Occupancy**" or **"CO"** shall mean the 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.

2.6 "**Code**" shall mean the Code of Miami-Dade County or any other Governmental Agency having jurisdictional authority over the Demised Property and future development of the Demised Property.

2.7 "**Commencement of Construction**" and "**Commenced Construction"** and "**Construction Commencement Date**" shall mean the later of the filing of the notice of commencement under Florida Statutes, Section 713.13 and the visible start of construction work for the Medical Office Complex on the Demised Property including on-site utility, excavation or soil stabilization work (but specifically excluding any ceremonial groundbreaking). In order to meet the definition of "**Commencement of Construction**" or "**Commenced Construction**" for the Demised Property, such filing of the notice of commencement and visible start of work must occur after Tenant has secured a building permit and issued the Notice to Proceed to its prime contractor.

2.8 "**Community Benefits**" shall mean those required benefits more particularly described in **Exhibit "G"** attached hereto.

2.9 "**Completion of Construction**" shall mean, the occurrence of all of the following: (i) the architect of record has signed and delivered to the Tenant, and with respect to the Medical Office Complex, to the County as well, a certificate of final completion in accordance with the Final Plans and Specifications for the facility; and (ii) a Certificate of Occupancy is issued for the Improvements to the Medical Office Complex, as applicable, pursuant to which Tenant can legally commence its occupancy and/or operation of the Improvements, as applicable.

2.10 "**Construction Plans**" shall consist of the final design plans for the particular Improvements for the Medical Office Complex, including the drawings and specifications which are in a format with sufficient detail, as required to obtain building Permits for such Improvements to the Medical Office Complex, as applicable.

2.11 "**Days**" shall mean calendar days.

2.12 "**Demised Property**" shall have the meaning set forth in **Section 1.1**.

2.13 "**Development Concept**" shall mean and refer to the overall revised site plan and renderings, of the building(s) to accommodate the uses as described in **Section 4.1** for the Demised

Property. A revised site plan generally reflecting the Development Concept as of the Effective Date is attached to this Lease as **Exhibit "B"**.

2.14 "**Events of Default**" shall be as defined in **Section 19.1** (as to Events of Default by Tenant) and **Section 19.6** (as to Events of Default by Landlord).

2.15 "**Effective Date**" shall be the first day of the first month after the date of execution by the County Mayor.

2.16 **"Encumbrances"** shall have the definition set forth in **Section 4.14(B)**.

2.17 "**Impositions**" shall mean all taxes, including, but not limited to, ad valorem taxes, and sales taxes, impositions, assessments, fees or any other levies by any governmental entity or other entity with appropriate jurisdiction and any and all liabilities (including interest, fines, penalties or additions) with respect to the foregoing.

2.18 "**Improvements**" shall mean the buildings to be constructed on the Demised Property, and the parking areas (including garages), and landscaping, equipment, other structures, facilities or amenities, and all related infrastructure, installations, fixtures, utilities, site-work and other improvements existing or to be developed upon the Demised Property at the Lessee's sole cost. The term "Improvements" shall not, however, include Public Infrastructure, which is dealt with elsewhere in this Lease.

2.19 "**Institutional Lender**" shall mean any bank or trust company, mortgage bank, savings bank, credit union, national banking association, savings and loan association, building and loan association, insurance company, or other financial institution authorized to transact business in the State of Florida in accordance with applicable law and which customarily provides service or otherwise aids in the financing of mortgages on real property located in the State of Florida, or any federal, state, or local governmental authority.

2.20 "**Lease**" shall mean this Lease (including all exhibits) and all amendments, supplements, addenda or renewals thereof.

2.21 "**Leasehold Mortgage**" or "**Mortgage**" shall mean a mortgage or mortgages or other similar security agreements given to any Leasehold Mortgagee of Tenant's leasehold interest hereunder, and shall be deemed to include any mortgage or trust indenture under which Tenant's interest in this Lease shall have been encumbered.

2.22 "**Leasehold Mortgagee**" or "**Lender**" shall mean the holder of a Leasehold Mortgage, as permitted by this Lease 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 trust.

2.23 "**Lease Year**" shall refer to each twelve (12) month period running from the Effective Date and each anniversary thereof.

2.24 "**Medical Office Complex**" shall refer to the existing structure on the Demised Property of approximately 40,000 square feet which shall be renovated or replaced at the Tenant's sole cost to house at least 40,000 square feet of medical offices and other facilities, solely for the uses stated in Article 4.1(C)(1) below related to the health, wellness and prevention of disease for the residents of the City of Opa-Locka and the County and other ancillary uses and including an private or Public Infrastructure applicable thereto.

2.25 "**Minimum Development**" shall have the meaning ascribed to such term in **Section 4.1(C)**.

2.26 "**Non-Institutional Lender**" shall mean any private individual, pension (retirement) fund, university, government entity, and/or private corporation, which meets or otherwise complies with any and all applicable federal, state, or local laws, regarding loans and/or mortgages and/or bonds or other indebtedness.

2.27 "**Notice to Proceed**" **or** "**NTP**" shall mean the notice Tenant gives to any prime construction contractor to proceed with construction, demolition, or other development work on the Demised Property for the Minimum Development.

2.28 "**Permit**" shall mean any permit issued or required 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, heating, ventilation, and air conditioning (HVAC), sidewalk, curbs, gutters, drainage structures, paving and the like.

2.29 "**Plans and Specifications**" shall mean the plans and specifications for all the work in connection with the demolition or alteration of any existing improvements, any new construction on the Demised Property, as applicable, and the alteration, construction and reconstruction of any portion of the Project or other work required to be done or performed hereunder, including, but not limited to, the Improvements, and shall include any changes, additions or modifications thereof, provided the same are approved to the extent required herein.

2.30 "**Project**" shall mean the overall development of the Demised Property, as described in the Minimum Development, Development Concept and in the Plans and Specifications to be submitted by Tenant.

2.31 "**Public Infrastructure**" shall mean (1) all on- and off-site publicly owned infrastructure (or payments to governmental departments or agencies in lieu of same) constructed by Tenant and required by: (a) the platting and permitting process for the Project and/or (b) otherwise to support the Project, including but not limited to upgrades and additions to surrounding roadways and sidewalks, water and sewer lines, etc.

2.32 "**Subcontractors**" shall mean those subcontractors (or sub-subcontractors or suppliers at any tier) of Tenant's prime contractor who perform construction-related work for the Project.

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

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

2.35 "**Tenant**" shall mean WELLSPRING COMMUNITY RESOURCES, INC, a Florida Not For Profit Corporation, and its permitted successors and assigns.

2.36 "**Unavoidable Delays**" shall mean unforeseen delays beyond the control of a party required to perform, such as, delays due to strikes; acts of God; hurricanes; floods; fires; enemy action; civil disturbance; sabotage; restraint by court or public authority; or formal administrative challenges by third parties to the execution or performance of this Lease (including, but not limited to, the Minimum Development) or the procedures leading to its execution; or moratoriums. Foreseen or foreseeable events or conditions shall not constitute Unavoidable Delays. Delay in, or refusal by, a governmental authority in granting a permit shall not constitute an Unavoidable Delay.

ARTICLE 3

RENT

3.1 **Annual Rent**. Tenant covenants and agrees to pay to Landlord the Annual Rent (as set forth in the chart below) for the Term, commencing upon the Effective Date. Except for the first seven (7) Lease Years, the Annual Rent for each Lease Year shall be payable in twelve (12) equal monthly installments, each payable on the first day of the month, in advance, to Miami-Dade County, 111 NW 1st Street, c/o Internal Services Department, Real Estate Development Division, Suite 2460, Miami, FL 33128, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein. The Annual Rent for the first seven (7) Lease Years (i) shall be paid in full within sixty (60) days of the Effective Date and to the same address in the preceding sentence, and all subject to **Section 3.3** herein.

(A) Annual Rent for Lease Years one (1) through seven (7) shall be one dollar ($1.00) per year. (B) Annual Rent for Lease Years eight (8) through seventy-five (75) shall be seventy-five thousand dollars ($75,000.00) per year.

3.2 **Additional Rent.** The Tenant hereby acknowledges and agrees that the Landlord is, and throughout the Term of this Lease, or any extension thereof, shall be entitled to receive as Additional Rent any and all other costs and expenses relating to the Premises, and/or the Tenant's pro rata share (use or occupancy) of the Demised Property, that the Landlord is required to pay, or has paid, on behalf of Tenant, or as a result of Tenant's occupancy of Premises, and/or its occupancy on a portion of the Demised Property, such as, but not limited to, electricity, water,

sewer, storm water utilities, real estate taxes, sales taxes, other impositions, and/or any other costs or expenses that are the responsibility of the Tenant, and are to be paid by the Tenant, and/or which were initially paid by the Landlord and are to be reimbursed by the Tenant as well as other expenses or fees due to the Landlord.

a) The Tenant also acknowledges and agrees that if at any time during the Term of this Lease, or any renewal or extension thereof, a tax, charge, levy, imposition, or excise is placed, or otherwise imposed, on the Demised Property, then the Tenant shall be solely responsible for the payment and satisfaction of any such tax, charge, levy, imposition, or excise.

ARTICLE 4

DEVELOPMENT OF LAND AND CONSTRUCTION OF IMPROVEMENTS

4.1 **Development and Use of the Demised Property**. Tenant and Landlord agree that the Demised Property shall be developed in accordance with the Development Concept and as further specified and contemplated in this Lease and to be bound by and comply with all of the provisions and conditions of this Lease. Tenant and Landlord agree that, during the Term of this Lease, the Demised Property shall be used solely for those uses set forth in **Section 4.1(C)** below, and for the operations of a Food Bank (collectively defined as the "**Permitted Uses**"). Any and all of such Permitted Uses shall be non-religious in nature.

(A) The parties acknowledge that the manner in which the Improvements are developed, used and operated are matters of importance to Landlord and to the general welfare of the community. Tenant agrees that at all times during the Term it will create and operate (through itself or third parties) a development on the Demised Property which will result in: (i) significant improvement to the Demised Property; and (ii) the construction of the Minimum Development as described in this Article so as to create capital investment and employment opportunities and concomitant enhancement of the County tax base and expansion of economic activity in the County, and that the foregoing is a material purpose of this Lease.

(B) It is understood that a material purpose for the County entering into this Lease is the expectation, agreement and requirement that the Demised Property and the Improvements located on it, shall become and remain the headquarters and principal place of business for Tenant, or a permitted successor entity. The Demised Property shall solely be used for the purposes of development and operation of a Medical Office Complex in accordance with the Development Concept and Permitted Uses described as follows:

(C) **Minimum Development**. Notwithstanding and prevailing over anything herein to the contrary, Tenant agrees, at a minimum, to satisfy the following requirements, which shall be deemed the "**Minimum Development**" and, for those portions of the Minimum Development that are within the Demised Property, to also maintain same throughout the Term of the Lease. The following requirements shall be deemed the "**Minimum Development**":

(1) **Minimum Development** shall require that Tenant construct at its sole cost and expense, the Development Concept on the Demised Property, and all private and Public Infrastructure to serve the entire Project consisting of roads, sewer, water, power, water retention, landscaping, entranceways and features, security walls, parking, etc. The Development Concept shall consist of no less than 40,000 square feet of (1) a Medical Office Complex, and (2) any public and private infrastructure to be built on the Demised Property. Within ninety (90) days from Completion of Construction, the following services or other like type services considered appropriate to a Medical Office Complex, shall be fully operational a minimum of five (5) days per week.

(a) Provide medical services at affordable, below-market pricing to include, at minimum:
1) Primary care services
2) Obstetrics/Gynecology services
3) Pediatric care services
4) Behavioral and mental health services
5) Clinical research services
6) Laboratory services

(b) Medical service payment options shall include:
1) an income-based self-pay plan not to exceed 75% of Medicare allowable reimbursement for any given service within Miami-Dade County at the time of delivery of service.
2) all possible reimbursements from federal, state and local programs
3) a pool of funds to assist seniors and others with co-pays, co-insurance and deductibles, based on the needs of the patient and availability of funds
4) acceptance of local and national commercial insurance plans

(c) Provide wellness and ancillary services at affordable, below-market pricing to include senior care, childcare, meals, prescriptions, diagnostic services, supplements and medical equipment to the community at below-market pricing for goods and services. Programs shall include all possible reimbursements from federal, state and local programs and income-based payment plans.

(d) Maintain a minimum of 2,500 square feet to be used as a Community Services Center/Food Bank, which will provide complimentary health education programs, health benefit services including enrollment in Medicare and Medicaid, cooking classes and complimentary food.

(e) Maintain a minimum of 2,500 square feet to be used as a Senior Center which will provide: adult day care services, complimentary transportation, daily meals, delivery of prescription drugs, special programs such as fall prevention workshops, board games, memory improvement games, social events, financial aid and support services.

(f) Maintain a minimum of 1,500 square feet to be used as an affordable Children's After Care Center

(g) Maintain a minimum of 1,500 square feet to be used as an affordable eatery which provides catered meals

(h) Provide wellness and ancillary services at affordable, below-market pricing to include, at minimum:
1) Pharmacy and prescription services
2) Medical equipment
3) Dietary supplements
4) Community barber shop and beauty salon
5) Food Bank

(i) Provide sixty (60) dollars per square foot within the initial capital investment to provide finished and furnished space for each initial sub lessee.

Notwithstanding any language contained herein to the contrary, the Medical Office Complex shall be no less than 40,000 square feet in size.

The following services or other like type services considered appropriate to a Medical Office Complex shall be fully operational a minimum of five (5) days per week, once permissible by law, subsequent to the approval of a license to operate. In no event shall the commencement of operations exceed twelve (12) months from Completion of Construction of the Medical Office Complex. Any service which does not begin within twelve (12) months from the Completion of Construction shall constitute an Event of Default.

(i) Specialty care to include Cardiology, Podiatry, Urology, Radiology
(ii) Urgent care services
(iii) Rehabilitation Center to include Chiropractic services, osteopathic services and physical therapy services
(iv) Optical services
(v) Dental services
(vi) Weight loss services
(vii) Community Barber Shop and Salon

4.2 **Development Rights**. The Development Concept may be amended by Tenant subject to the prior, written approval of Landlord which approval may be withheld, delayed or conditioned at the sole and absolute right of Landlord. Notwithstanding and prevailing over anything herein to the contrary, in no event shall those changes or amendments adversely impact, reduce or alter the Development Concept to less than the Minimum Development which must comport at all times with **Sections 4.1, 4.1(C)**.

4.3 **Minimum Cost.** Beginning on the Effective Date of this Lease and throughout the Term, the Property shall solely be used for the construction and operation of a Medical Office Complex with a minimum total of 40,000 square feet (the **"Improvements"**). The total construction cost of the Improvements shall be a minimum of $10,014,000.00 for Minimum Development, all to be built and paid for by Tenant on the Demised Property. No more than One Million Seven Hundred Two Thousand, Three Hundred Eighty and 01/100 Dollars ($1,702,380.00) or 17% of the total construction cost, shall be spent for soft costs associated with

and necessary for the construction of the Improvements. Soft costs are those project costs to be paid directly by the Tenant to cover the fees and costs related to the design professionals, permitting expenses, surveyors, and any other fees and expenses related directly to the development of the Project but excluding hard construction costs. "Soft costs" exclude fees paid to lobbyists, auditors, accountants, legal (except for land use counsel at an amount not to exceed $30,000.00 USD) or tax expenses, payments or commissions to brokers and salespersons, payments to sponsors or supporters, interest payments, or any professional services not expressly enumerated in Florida's Consultant's Competitive Negotiation Act, Florida Statute Section 287.055.

For the purposes of verifying Tenant's total expenditure of Ten Million, Fourteen Thousand and 00/100 Dollars ($10,014,000) in soft costs and construction costs of the Improvements and of the acquisition and installation of equipment on the Demised Property, as enumerated above, within ninety (90) days of the Completion of Construction, the Tenant shall submit to ISD, a certified audit of the monies expended in the design and construction of the Improvements and for the acquisition and installation of equipment on the Premises prepared by an independent certified public accounting firm that is approved in advance by the Department which approval shall not be unreasonably withheld, conditioned or delayed. Should the audit reveal that less than the Ten Million, Fourteen Thousand and 00/100 Dollars ($10,014,000) has been spent as provided for in **Section 23.14,** then the Tenant shall immediately pay to the County as liquidated damages ten percent (10%) of the difference by which the $10,014,000 exceeds the audited amount.

4.4 **Job Certification,** No later than October 15, 2025, Tenant shall complete the Minimum Development which shall result in the creation of a minimum of thirty eight (38) full-time or full-time equivalent permanent jobs on the Demised Property **("Certified Jobs")** with an average annual salary of no less than the greater of: (i) $71,278.95; and (ii) the then-County Living Wage, as determined in accordance with Section 2-8.9 of the Code of Miami-Dade County, Florida **(the "Job Salary Amount")** and, together with the Certified Jobs, referred to herein as the "**Job Requirement".** Tenant shall satisfy the Job Requirement no later than October 15, 2026 and shall thereafter continuously maintain the Job Requirement for a minimum period of time to expire on the date that is twenty (20) years from the Effective Date of this Lease (such time period, the "**Job Maintenance Period**") and all such jobs shall remain with the positions filled for the remaining life of the Job Maintenance Period as provided in the Section titled Failure to Cure Default by Tenant in **Section 19.2** herein.

(A) For purposes of this Lease, "full-time" jobs shall mean permanent jobs with no less than 36 hours per week and "full-time equivalent" jobs shall mean jobs with less than 36 hours per week, which, when added together provide a full-time equivalent of at least 36 hours per week, i.e. two part-time jobs of 18 hours per week would equate to one "full-time" job in furtherance of the **Job Salary Amount** minimum. Construction and other temporary jobs arising in connection with the development and construction of the Improvements shall not be counted towards satisfaction of the Certified Jobs.

(B) For purposes of this Lease, the determination of the Job Salary Amount shall be certified by the Tenant in the form of a report based upon the RT-6 filings with

the State of Florida attached as Exhibit "F" ("**Job Certificate**") to this Lease, to evidence the number of Certified Jobs during the previous five (5) years and the average salary paid, prepared and certified by the Tenant's Certified Public Accountant. In conjunction with such report, the Tenant shall submit an affidavit or other written affirmation attesting that the Job Salary Amount's certification in said report are true and correct to the best of the Tenant's knowledge and belief.

(C) Reporting Requirement. No later than October 15, 2027 (First Reporting Date), October 15, 2032 (Second Reporting Date), October 15, 2037 (Third Reporting Date) and October 15, 2042 (Fourth Reporting Date), (each a "**Reporting Date**" and cumulatively the "**Reporting Dates**"), Tenant shall calculate and record the average number of full-time or full-time equivalent jobs, which shall be in no case less than the Job Salary Amounts, that were created and are being maintained on the Demised Property for: the two (2)-year period immediately preceding the first Reporting Date, in the case of the first report due; and the five (5)-year period immediately preceding the second, third and fourth Reporting Dates prior to each of the Reporting Dates and that have an average annual salary per job of no less than the Jobs' Salary Amount. The calculations for each of the Reporting Dates shall be made based solely on the averages for the immediately preceding periods aforementioned. The average number of full-time or full-time equivalent jobs with an average annual salary per job equal to the Jobs' Salary Amount or more for each of the Reporting Dates as calculated in this section shall be at least the Job Salary Amount. Tenant shall provide the County with a written report setting forth the information on the Job Salary Amount and the Jobs' Salary Amount on each Reporting Date for the preceding periods outlined above, which reports shall be certified as set forth in Section (B) above, along with all pertinent supporting documentation. The County and Tenant acknowledge and agree that it shall be the burden of Tenant to establish, to the satisfaction of the County, that the Job Requirement has been met.

(D) Tenant will provide the required Community Benefits, as described in **Exhibit G**.

4.5 **Unavoidable Delays**. Other than Tenant's obligation to pay Annual Rent due to Landlord, the party obligated to perform shall be entitled to a reasonable 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, including a COVID-19 Event, 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 articulate the measures the delayed party intends to take to mitigate the delay. Neither party shall be liable for loss or damage or deemed to be in default hereof due to any such Unavoidable Delays, provided that (with respect to an Unavoidable Delay suffered by Tenant) Tenant cures said Unavoidable Delay within 30 days, or if it can't reasonably cure within 30 days, then it begins within such 30 days and diligently prosecutes cure provided in no instance shall cure period exceed 180 days, and further provided that such Unavoidable Delay did not result from the fault, negligence or failure to act of the party claiming the delay.

Notwithstanding anything to the contrary herein, if any cure period to resolve an Unavoidable Delay exceeds, or is reasonably anticipated to exceed 180 days, then either party shall have the right to terminate this Lease without any further liability or obligation to the other.

4.6 **Commencement of Construction; Outside Date for Minimum Development Completion; Termination**.

(A) **Minimum Development**. Tenant shall Commence Construction of the Minimum Development no later than June 30, 2024. Tenant shall achieve Completion of Construction, as evidenced by a Temporary Certificate of Occupancy, of the Minimum Development, including the Public Infrastructure associated therewith, no later than October 15, 2025.

(B) **Delays and Remedies**. If Tenant fails to Commence Construction for the Minimum Development on or before the dates set forth in **Section 4.6(A)**, each of Landlord and Tenant shall have the right, to be exercised by delivery of written notice to the other, to terminate this Lease (in which event Landlord and Tenant shall have no further obligation to each other under this Lease, except as to such matters as expressly survive termination). If Completion of Construction has not been achieved for the Minimum Development by the deadlines set forth in this section, it shall be a Tenant Event of Default and the Landlord shall have all remedies available as set forth in this Lease, including, but not limited to, the right to terminate the Lease. All of the foregoing is subject to the rights of any Leasehold Mortgagee as specified in **Section 17.2** herein.

(C) **Tenant's Right to Terminate** No later than June 30, 2024, the ("**Inspection Period**"), either or both the Tenant or the Landlord reasonably determine that Tenant is not able to develop the Project, substantially as contemplated in **Article 4** and as illustrated in the Development Concept, then, Tenant shall forthwith provide notice of same to Landlord or Landlord shall provide notice of same to the Tenant, as applicable, and Landlord and Tenant shall each have the right to terminate this Lease by giving written notice of termination to the other. In such event this Lease shall terminate fifteen (15) days following the receipt of such notice of termination and any and all construction materials located on the Demised Property and not incorporated therein may be retained by Tenant. Tenant shall not start the Commencement of Construction and shall not draw down any financing proceeds as a result of any approved Leasehold Mortgage until the expiration of the Inspection Period or following the delivery and issuance by the Tenant of an executed letter addressed to the County whereby Tenant waives the remaining time in the Inspection Period and its right to terminate set forth in this **Section 4.6(C**). At no time during the Inspection Period can the Tenant do any construction on the Demised Property or agree to any financing commitment regarding the Demised Property without the express written consent of the Landlord. If and when the Landlord gives such consent, the Inspection Period shall be deemed terminated.

(D) **Landlord's Right to Terminate.** Termination by Landlord. In addition to other remedies in law or equity and subject to the provisions of **Section 4.6**, the Landlord shall have the right to terminate the Lease upon the occurrence of any of the following, upon the terms and conditions also set forth below. Failure to exercise any of such rights of termination shall not be deemed to be a waiver of such rights and by accepting the terms of this Lease Agreement,

Tenant agrees that any defenses based upon the County's delay or failure to exercise the rights of termination are hereby waived.

1) Automatic Termination:
    a. Institution of proceedings in voluntary bankruptcy by the Tenant.
    b. Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days.
    c. Assignment by Tenant for the benefit of creditors.
    d. Failure of Tenant to maintain its not-for-profit tax status.
    e. Non-performance of the any covenant within Article 4 of this Lease agreement. If in the sole discretion of the County, any term of Article 4 is not complied with, Tenant shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If Tenant fails to remedy such default within thirty (30) days, the Lease shall be terminated and possession of the Demised Property shall revert to the County, upon written notice of such failure to remedy the default. In the event of such termination and reversion of possession, the County shall have the right to immediate possession of the Demised Property, with any and all improvements thereon, at no cost to the County. The effectiveness of such termination and reversion of possession shall take place immediately upon notice being provided by the County.
2) Termination after ten (10) calendar days from receipt by Tenant of written notice by certified or registered mail sent to Tenant for any of the following:
    a. Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the ten (10) calendar day period from date of the written notice.
    b. Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) calendar day period from date of written notice.

3) Termination after fourteen (14) calendar days from receipt by Tenant of written notice by certified or registered mail sent to the Tenant for the following:
    a. Non-performance of any covenant of this Lease Agreement other than non-payment of rent and others listed in A and B above, and failure of the Tenant to remedy such breach within the fourteen (14) calendar day period from receipt of the written notice, or where a court finds that the Tenant has brought a frivolous and/or baseless claim or defense.
    b. An emergency arises, as solely determined by the County, whereby the property is needed by the County for an emergency public purpose pursuant to Resolution No. R-64-16.

4) A final determination in a court of law in favor of the Landlord in litigation instituted by the Tenant against the Landlord for termination, or brought by the Landlord against Tenant (termination shall be at the option of the Landlord).

4.7 **Construction; Delegation; 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. Subject to **Section 4.8**, Landlord, as owner of the Demised Property, through its County Mayor or Mayor's designee, agrees to reasonably assist in the joining in of any plat or zoning applications, final plat(s), required dedications/designations, or modifications, declarations (including those requested or required by the County or any agency thereof as part of any application), Permits (including, without limitation, building Permits, paving and drainage Permits and other Permits relative to the development and operation of the Project), and other documents and/or agreements, including but not limited to water and sewer agreements, estoppels and non-disturbance and attornment agreements, as may be necessary for Tenant to develop and use the Demised Property in accordance with the Plans and Specifications and/or the Development Concept as specified herein, provided that such joinders by Landlord shall be at no cost to Landlord other than its cost to review such documents, shall not impose additional obligations or liabilities or potential obligations or liabilities on Landlord, and also provided that form and provisions of such documents, shall be acceptable to Landlord in its sole discretion. Additionally, notwithstanding any of the foregoing, it is the intention of this Section to address only ministerial, or minor administrative actions required of the County and not to require material or substantive obligations or undertakings by the County related to such applications, agreements or any other efforts contemplated above. Moreover, in no case shall the County be required to waive, relinquish or diminish any right or privilege, in connection such efforts contemplated above, and that in no case shall any such effort result in any waiver, relinquishment or diminishment of any County right or privilege.

4.8 **Miami-Dade County's Rights As Sovereign**. The County retains all its sovereign prerogatives and rights as a county (the "**Sovereign**") under State and local law with respect to the planning, design, construction, development and operation of the Project. It is expressly understood that notwithstanding any provisions of this Lease and the County's status thereunder:

(A) The County retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county under State and local law and shall in no way be estopped from withholding or refusing to issue any approvals or applications for building, zoning, planning or development under present or future laws and regulations whatever nature applicable to the planning, design, construction and development of the Project, or the operation thereof, or be liable for the same; provided, without diminishing the foregoing, that the County (in its capacity as Landlord) agrees to reasonably cooperate with Tenant in Tenant's efforts to expedite Permits and entitlements.

(B) The County shall not by virtue of this Lease be obligated to grant the Tenant any approvals of applications for building, zoning, planning, development or otherwise under present or future Applicable Laws of whatever nature applicable to the planning, design, construction, development and/or operation of the Project.

(C) Notwithstanding and prevailing over any contrary provision in this Lease, any County covenant or obligation that may be contained in this Lease shall not bind the Board,

the County's Regulatory and Economic Resources Department, the Division of Environmental Resources Management, or any other County, city, federal or state department or authority, committee or agency (i.e., any Governmental 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 County or other applicable Governmental Agencies in the exercise of its/their police power(s).

4.9 **Conformity of Plans**. Plans and Specifications and Construction Plans, and all work by Tenant with respect to the Demised Property and Tenant's design, development and operation of the Improvements thereon shall be in conformity with this Lease, applicable building codes, Applicable Laws, and all other applicable federal, state, county and local laws and regulations.

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

(A) No later than thirty (30) days prior to any submission to any governmental authority having jurisdictional authority over the Project seeking such Governmental Agency's approval and/or Permit, Tenant shall submit a complete set of such proposed Plans and Specifications for the Demised Property and the Improvements to the Director of the Internal Services Department ("**ISD**") for review, coordination and approval. For each submittal to the Landlord (collectively "**Plan Submittals**"), Tenant shall submit three (3) sets of prints with the date noted on each print along with two digital versions submitted on flash drives.

(B) Tenant shall complete fifty percent (50%) of the design for the Improvements no later than December 31, 2023, and shall, on or before such deadline, submit such 50% plans to the County. The 50% plans shall show, without limitation, any/all work to be performed on the Demised Property, including site plans, architectural, engineering, structural, mechanical, electrical, landscape and plumbing plans; preliminary grading and drainage plans; soil tests; utilities; water and sewer service connections; vehicular and pedestrian traffic circulation plans, including locations of ingress and egress to and from the Demised Property and the Improvements; curbs, gutters, and parkways, as applicable; lighting; locations for outdoor signage; and storage areas, all sufficient to enable the County to make an informed judgment about the schedule, estimate, design and quality of construction.

(C) Upon receipt of each of the above-mentioned submittals, the County shall review same 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 a disapproval, Tenant shall, within fifteen (15) days after the date Tenant receives such disapproval, make those changes necessary to meet the County's stated grounds for disapproval or request reconsideration of such comments. Within fifteen

(15) days of the County's response to such request for reconsideration, Tenant shall, if necessary, resubmit such altered plans to the County. Any resubmission shall be subject to review and approval by the County, in accordance with the procedure herein above provided for an original submission, until the same shall receive final approval by the County. The County and Tenant shall in good faith attempt to resolve any disputes concerning the plans in an expeditious manner.

(D) Upon the approval of the final Construction Plans for the Improvements, Tenant shall provide the County with a set of plans signed by all parties as approved. In the event any change occurs after approval of the final Construction Plans for the Improvements, then Tenant must resubmit the changed portion of the Construction Plans for the County's reasonable approval (unless the change is required by another governmental entity having regulatory authority over the development of the Improvements in which case only notice to the County, not the approval of the County, is required.)

(E) At Tenant's request, Landlord shall, solely in its capacity as land owner of the Demised Property and at Tenant's expense, join in (or consent to, as required) the execution, submission and processing of all of the applications for approvals, including the execution and submittal of any declarations of restrictions reasonably requested by the reviewing Governmental Agency and acceptance of any conditions reasonably imposed by the reviewing Governmental Agency, and in securing incentives through the Beacon Council or any other public or private agency or organization. In that regard, notwithstanding the notice provisions contained in **Section 20.1** hereof regarding when notices are deemed given, Tenant, agrees to provide Landlord with any plans or other documents it intends to submit to any reviewing Governmental Agency not less than ten (10) business days prior to submission of same to any reviewing Governmental Agency, and Landlord shall execute and return any required joinders or consents within ten (10) business days following actual receipt of such joinders or consents from Tenant. Provided that, notwithstanding any of the foregoing, it is the intention of this provision to address only ministerial, or minor administrative actions required of the County and not to require material or substantive obligations or undertakings by the County related to such Permit applications, zoning applications, revisions to site plans, or any other efforts contemplated above. Moreover, in no case shall the County be required to undertake any liability, or other obligations, or to waive, relinquish or diminish any right or privilege, in connection with such efforts contemplated above, and that in no case shall any such effort result in any waiver, relinquishment or diminishment of any County right or privilege.

4.11 "**As-Built" Plans**. After Completion of Construction of the Improvements by Tenant, Tenant shall, within thirty (30) days provide Landlord with two (2) sets of As-Built Plans of the completed stage of the Project or Improvement.

4.12 **Tenant Development Obligations**. ISD's and/or the County's approval (or deemed approval) of the Development Concept and Plans and Specifications pursuant to this Lease shall not relieve Tenant of its obligations under law to file such Plans and Specifications with any department of Miami-Dade County or any other Governmental Agency 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 RER (or deemed approval) pursuant to this **Article 4**, shall not constitute an opinion or agreement by the County that the Construction Plans are structurally sufficient or in compliance with any Applicable Laws, and no such approval (or deemed approval) shall impose any liability upon the County.

4.13 **Tenant's Facilities to be Constructed**. Notwithstanding anything herein to the contrary, Landlord shall not be responsible for any costs or expenses associated with or related to the Project, the Improvements, or the Demised Property, including, but not limited to, the design, development, construction, capital replacement, operation and/or maintenance of the Project, Improvements, or the Demised Property.

4.14 **Conditions Related to the Notice to Proceed and Commencement of Construction.**

(A) **Conditions Precedent to Notice to Proceed and Commencement of Construction**. Before issuance of a Notice to Proceed and the Commencement of Construction of any portion of the Project and any portion of the Minimum Development elements, and in addition to the submission and approval process specified in **Article 4** for construction generally, Tenant hereby agrees that it shall satisfy all of the following conditions precedent with respect to the Project; the Project shall be completed within the timeframe(s) provided in **Article 4**:

(i) Tenant shall provide evidence of connection to the sanitary sewer system or Plans and Specifications for the same if the Demised Property is not currently connected unless the Demised Property is non-buildable. Commencement of Construction is prohibited without providing evidence of the required sanitary sewer connection pursuant to Resolution No. R-365-21.

(ii) Tenant shall have submitted to the County all required planning and zoning approvals from the City of Opa-locka and all applicable governmental bodies necessary to complete the Minimum Development, prior to Commencement of Construction of Minimum Development.

(ii) Tenant shall have submitted to the County the Plans and Specifications (as hereinafter defined) with respect to the Improvements to be constructed on the Demised Property, pursuant to **Section 4.10**, and shall have received approval from the County to proceed with same.

(iii) Tenant shall have entered into a valid and binding construction contract for the construction of the Improvements on the Demised Property, as applicable and subject to the provisions of **Sections 4.1 and 4.3.** Tenant shall remit to the County's ISD, in electronic format and as a hard copy, copies of said above contract.

(iv) All applicable governmental bodies, agencies and/or departments (the "**Governmental Agencies**") have given their development approvals, necessary for commencement of construction of the Improvements on the Demised Property, as applicable, and have issued all required permits for the construction of same (the "**Permits**"). Tenant shall remit to the County's ISD, in electronic format and as a hard copy, copies of such granted approvals.

(v) Tenant shall have provided to the County Mayor or his designee (with a copy to the County's Internal Services Department, for its approval), evidence reasonably acceptable to the County, that Tenant has the financial ability (including financing resources) to complete the development of the Improvements on the Demised Property, as applicable.

(B) **Additional Conditions.** At least ten (10) days before Tenant commences any construction work related to: (i) any portion of the Project or the Improvements, as applicable, 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 Project, as applicable. 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 as a beneficiary and obligee thereof. 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, Landlord's fee simple interest in the Demised Property and shall indemnify Landlord for any costs, expenses, or damages Landlord incurs by reason thereof, in the event that any such Encumbrance is not removed as a lien on the Landlord's fee simple interest within forty-five (45) days after Tenant receives written notice from Landlord demanding removal of such Encumbrance, and in which case such Encumbrance shall be deemed a Tenant Event of Default. Tenant shall promptly take all steps required to promptly remove or otherwise resolve all such Encumbrances of which Tenant has been given actual notice.

4.15 **Progress of Construction; Site Conditions**. Tenant shall submit notarized status reports to ISD with a copy to the District Commissioner (District 1), quarterly or at some other greater frequency reasonably and mutually agreed to, of the progress of Tenant with respect to compliance with development and construction milestones of the Project. Tenant, by executing this Lease, represents it has visited the Demised Property, is familiar with local and all other conditions under which the construction and development is to be performed, will perform or cause the performance of all test borings and subsurface engineering, and all other testing, inspection and 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 Improvements and the Project. Landlord makes no warranty as to soil and/or subsurface conditions or any other conditions of the Demised Property. Notwithstanding and prevailing over any contrary provisions hereof, including, but not limited to, those provisions 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 or unexpected subsurface, or other conditions.

4.16 **Existing Violations**. Landlord and Tenant acknowledge that the Demised Property is currently subject to a number of notices of violation and decisions (collectively, the "**Violations**"). As part of its Minimum Development obligations, Tenant shall resolve all Violations by effectuating payment, undertaking any necessary repairs, maintenance or improvements, and/or otherwise securing the release or discharge of such Violations.

4.17 **Connection of Buildings to Utilities**. Tenant, at its sole cost and expense, shall install or cause to be installed all necessary connections between the buildings and Improvements 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 (but which may be owned by Miami-Dade Water and Sewer Authority or any other Governmental Agency). Tenant shall pay for all costs, if any, associated with locating and installing such connections and new facilities for sewer, water, electrical, and other utilities as needed to service the Demised Property. The Tenant must connect to the sanity sewer system by the Completion of Construction date if the Demised Property is not currently connected unless property is non-buildable. Commencement of Construction is prohibited without providing evidence of the required sanitary sewer connection per Resolution No. R-365-21 or Plans and Specifications for the same.

4.18 **Ownership of Improvements**. With the exception of the structures being built as part of the Public Infrastructure which, following completion, will become the property of the County, the buildings and certain other Improvements and material and equipment provided by Tenant which are incorporated into or become a part of the Project (i.e., immovable fixtures) and Demised Property as part of the Minimum Development pursuant to **Section 4.1** shall, upon being added thereto or incorporated therein, and the Project itself, be and remain the property of the Tenant for the Term of the Lease. At the expiration or termination of the term of this Lease, all such buildings, and Improvements and equipment (specifically excluding the personal property and moveable fixtures of Tenant and any subtenants) shall become the property of the Landlord.

4.19 **Off-Site Improvements**. Any off-site improvements required to be funded, designed, developed, constructed or contributed by any Applicable Laws as a result of Tenant's development of the Demised Property (all of which may be considered as part of the Public Infrastructure to the extent they are publicly owned) shall be funded, designed, developed, constructed or contributed by Tenant. Should the Tenant determine, in its sole discretion, that the required off-site improvements are an unreasonable burden upon Tenant, Tenant may terminate this Lease, in the same manner and to the same effect as provided in **Section 4.6(C)**, so long as such termination shall occur within twelve months of the Effective Date.

4.20 **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 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 otherwise damage or cause the depreciation in value to the Demised Property, or any part thereof

due to the release of any waste on or about the Demised Property, other than amounts customarily used in the construction of the Improvements or contemplated to be used in Tenant's use of the Project, all in accordance with all Applicable Laws: further, the Tenant shall not permit or suffer to be thrown, run, drained, allowed to seep, or otherwise discharged on or upon the Demised Property any 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 hazardous material (and Landlord recognizes and understands that the Project by its very nature will involve motor fuels, paints, solvents and other materials which constitute hazardous materials as defined herein, and approves their use in connection with the construction and operation of the Project). The Tenant further hereby agrees to immediately notify the Landlord, in writing, should Tenant have actual knowledge of the occurrence of an accident or incident in which any waste and/or hazardous materials are released or otherwise discharged on or about the Demised Property in violation of Applicable Laws. The term hazardous materials shall mean any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic under any legal requirements relating to the protection of human health and the environment or exposure to hazardous substances or hazardous materials, including with limitation, Chapter 24 Miami-Dade County Code, the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; the Occupational Safety and Health Act; all state and local counterparts thereto; and any regulations, policies, permits, or approvals promulgated or issued thereunder hereinafter in effect, or as may be amended from time to time.

During the Term, should the Tenant be responsible for any waste and/or hazardous material being released, exposed or otherwise discharged on or about the Demised Property after the Effective Date in violation of Applicable Laws, it shall be the Tenant's sole responsibility at its cost to remediate said discharge on or about the Demised Property; provided, however, that Tenant shall have no liability or responsibility for any release or the presence of waste or hazardous material in, on or under the Demised Property which, was not caused by, increased by, or was the responsibility of the Tenant, and through no fault of Tenant (i) existed prior to the Effective Date, (ii) was caused by the County, or (iii) first arises subsequent to the expiration or earlier termination of this Lease.

This Section survives the termination or expiration of this Lease.

4.21 **Designation of Landlord's Representative**. Except as otherwise specifically provided for in this Lease, the County Mayor or 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 Board to, so long as such approvals or actions do not cause the Landlord to incur costs or additional contractual or other obligations and/or liabilities, and are consistent with **Section 23.6** of this Lease:

(A) Review and approve, in writing, documents, Plans and Specifications, applications (not including funding applications), requests, estoppels and joinders and consents required or allowed by Tenant to be submitted to Landlord in accordance with the existing terms of this Lease;

(B) Consent to and approve in writing, actions, events, and undertakings by Tenant for which consent is required from the Landlord under the existing terms of this Lease; Make appointments of individuals or entities required to be appointed or designated by Landlord in this Lease;

(C) Execute non-disturbance agreements and issue estoppel statements as provided elsewhere in this Lease, provided same shall create no obligations to, or rights in, any third parties; and

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

(E) Execute on behalf of the Landlord the documents set forth in **Section 4.7**.

4.22 **Creating Sustainable Buildings.**

This Project is subject to the County's Sustainable Buildings Program ("SBP") provisions in Chapter 9 of the Code of Miami-Dade County, Sections 9-71 through 9-75 together with Miami-Dade County Implementing Order IO 8-8, as managed by Miami-Dade County Office of Resilience within the Regulatory and Economic Resources Department.

The Tenant acknowledges and agrees that it is required to comply with the Landlord's rules, regulations, and ordinances pertaining to constructing a sustainable (or "green") building(s) on the Premises that conserves the community's natural resources, saves taxpayer dollars, reduces operating expenses, and creates a healthier built environment for employees, tenants, and visitors on and about the Premises. As a direct result of the Tenant's commitment to construct a sustainable building(s), the Tenant further agrees to the following:

The Tenant is required, at its sole cost and expense, to renovate the buildings, to at least a "certifier" certification rating from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED), and the renovation of the buildings is also in compliance with any and all of the "green building standards" required by the Landlord for major renovation projects, in addition to any and all Florida building code restrictions and/or requirements. The Tenant acknowledges and agrees that the LEED Certified certification or designation means that the buildings shall be renovated 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 Premises, as well as the design and renovation of the building and/or other 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 the renovation of the buildings, to establish that the Tenant is in fact proceeding with the construction in a manner to ensure that the LEED Certified 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 the buildings, while simultaneously making any and all other improvements and the remaining public spaces environmentally responsible in order to comply with the above mentioned requirement.

As per IO 8-8 the requirement for applying the appropriate LEED standard may be modified due to special circumstances of the project. Such modification shall be for the express purpose of ensuring the use of the most appropriate or relevant rating standard, and shall not, in any way, exempt the requirement to apply green building practices to the maximum extent possible. This substitution process shall be administered by and through the Office of Resilience Sustainability Manager.

If the Developer uses Building Better Communities Bonds to fund the project and it is covered under Sections 2.8-2.10 of the code then they will be exempt of complying with the SBP.

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 or interest 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 are due and owing or have been, or which may become, a lien on the Demised Property or the Improvements or any part thereof Owned by Tenant (and specifically excluding any Public Infrastructure); 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 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.

(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 relates to the period prior to the Effective Date or after the expiration or earlier termination of the Term, it shall be the sole responsibility and obligation of Landlord.

(D) Nothing herein shall be interpreted to mean that there are any Impositions applicable to the Demised Property or any portions of the Improvements owned by the County. This **Section 5.1** survives the termination of the Lease.

(E) Tenant shall provide evidence to the Landlord on an annual basis, of payment by the Tenant, of all Impositions including real estate tax, no later than 30 days after the payments are due and/or paid.

5.2 **Contesting Impositions**. Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition for which Tenant is or is claimed to be liable, by appropriate proceedings diligently conducted in good faith but only after payment of such Imposition (provided such payment is required by applicable law), 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:

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

(B) 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 required costs, fees, including attorneys' fees, interest, penalties and any other liability in connection therewith that are imposed upon Tenant in accordance with Applicable Laws.

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 18** herein, with the Improvements in their then "as is" condition and subject to reasonable wear and tear, acts of God, and casualties, at no cost or expense to the Landlord. Tenant shall take reasonable steps to ensure the safety, security and integrity of Demised Property and Improvements, and shall be obligated to reasonably cooperate with Landlord in the transition of the surrender of same.

6.2 **Removal of Personal Property**. Where furnished by or at the expense of Tenant or secured by a lien held by either the owner or a Lender financing same (or otherwise owned by Tenant or any permitted subtenant), signs, furniture, furnishings, movable trade fixtures, business equipment and/or other similar items may be removed by Tenant, or, if approved by Tenant, any lienholder at, or prior to, the termination or expiration of this Lease; provided however, that if the removal thereof will damage a building or Improvement or necessitate changes in or repairs to a building or Improvement, Tenant shall, prior to the expiration or termination date, repair or restore (or cause to be repaired or restored) the building or Improvement 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, prior to the expiration or termination date, the reasonable cost of repairing any damage arising from such removal.

6.3 **Rights to Personal Property and Moveables after Termination or Surrender**. Any personal property, including any moveables, of Tenant which shall remain in the Demised Property after three (3) months following the termination or expiration of this Lease, may, at the option of Landlord, be deemed to have been abandoned by Tenant and, said personal property and moveables may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit.

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 **EXHIBIT "I"** hereto, which is hereby incorporated herein by reference.

7.2 **Indemnification and Duty to Defend**. Tenant shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance 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 County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's 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 County or its officers, employees, agents and instrumentalities as herein provided.

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 negligence of Landlord, its officers, employees, or agents, and all of which is subject to the conditions and limitations of Florida Statutes, Section 768.28. Nothing herein shall be construed as a waiver or limitation of the conditions and limitations of such statute.

7.4 **Compliant Use**. Tenant represents and warrants that all intended uses, and actual uses, of the Demised Property shall not be in violation of or contrary to the terms and conditions of this Lease, Applicable Laws, and of the exceptions, obligations, restrictions, covenants and reservations of record for the Demised Premises. Tenant shall, if desired, obtain title insurance for the benefit of itself and any Leasehold Mortgagee.

7.5 **Survival**. The provisions of this **Article 7** shall survive any termination or expiration of this Lease.

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. Tenant hereby agrees that any and all utilities with respect to the Demised Property shall be in the name of the Tenant. From and after the Effective Date, 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. This Section survives the termination of the Lease with respect to any such costs incurred during the Lease.

8.2 **Repair and Relocation of Utilities**. Tenant, at its sole cost and expense and with the prior written approval of the appropriate utility, agrees to maintain and repair, replace and relocate as necessary, utility facilities within the Demised Property required for the construction and build-out of the Minimum Development, or for the operation of the Demised Property, and all existing and future Improvements, subject to the following conditions:

(A) Such activity does not materially or adversely interfere with Landlord's operations on any property outside the boundaries of the Demised Property (as evidenced in advance by a written instrument authorizing such repair and/or relocation of utilities); and

(B) Tenant complies with the provisions of all Permits and licenses which have been issued and are affected by such repair and relocation.

8.3 **No Right to Erect Signs**.

(A) With the exception of the signs listed in **Section 8.3(B)**, and other signage for which Tenant has obtained Landlord's prior approval (which Landlord will not unreasonably withhold or delay), Tenant shall not have the right, during the Term of this Lease, to place, erect, maintain and operate, or cause, allow and control the placement, erection, maintenance and operation of any signs in or on the Demised Property.

(B) The following types of signs shall be allowed within the Demised Property: Signs identifying the buildings and Improvements to the Demised Property and directional signs within the Demised Property as well as artworks and artistic banners as permitted under applicable zoning regulations and Applicable Laws, including but not limited to, the County's sign ordinance. As used in this Lease, "signs" shall be deemed to include any display of characters, letters, illustrations, logos or any ornamentation designed or used to indicate direction or street names,

irrespective of whether the same be temporary or permanent, electrical, illuminated, stationary or otherwise. 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.

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 and safe order and condition, and make all necessary repairs thereto. The term "repairs" shall include all replacements, renewals, alterations, additions and betterments deemed necessary by Applicable Laws or by Tenant. All repairs made by Tenant shall be at least substantially similar in quality and class to the original work. Tenant shall keep and maintain all portions of the Demised Property and all Improvements in safe and reasonable order and operating condition, reasonably free of dirt, rubbish, graffiti, and unlawful obstructions.

ARTICLE 10

COMPLIANCE WITH APPLICABLE 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, or shall cause others (such as permitted Subtenants) to promptly comply, with all Applicable Laws, (including but not limited to the correction of Violations which shall be subject to the provisions of **Section 4.16**).

10.2 **Contest by Tenant**. Tenant shall have the right, after prior written notice to Landlord, to contest the validity or application of any Applicable Laws by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant without cost or expense to Landlord, and shall indemnify the Landlord for any consequences therefrom. If counsel is required, the same shall be selected and paid by Tenant. The provision of this Section regarding indemnification survives the termination or expiration of this Lease.

ARTICLE 11

CHANGES AND ALTERATIONS TO BUILDINGS BY TENANT

11.1 **Tenant's Right**. Provided that the Uses outlined in **Sections 4.1** and **4.3**, are not permanently and materially reduced, diminished, or materially altered in quantity, quality or otherwise, Tenant (with Landlord's approval, which shall not be unreasonably withheld or delayed) 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 Improvements, and to raze existing buildings provided any such razing shall be preliminary to and in connection with the rebuilding of a new building(s); provided, however, that:

(A) The method, schedule, Development Concept and Plans and Specifications for razing any existing building and replacing it with a new building(s) are submitted to Landlord for its approval (which shall not be unreasonably withheld or delayed) at least sixty (60) 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 use of the Demised Property is consistent with the uses permitted under this Lease; and

(D) Tenant shall obtain all approvals, Permits and authorizations required under Applicable Laws.

(E) Notwithstanding the foregoing, none of the following shall require Landlord's review or approval:

(i) any modifications, construction, replacements, or repair in the nature of "tenant work," or "tenant improvements", as such terms are customarily used, or any other interior work within any building, provided the Minimum Development is maintained; or

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

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

(iv) any repair or reconstruction to any Improvement damaged by casualty, substantially in the same form as existed prior to such casualty; or

ARTICLE 12

DISCHARGE OF OBLIGATIONS

12.1 **Tenant's Duty**. During the Term of 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 and as a result a lien is imposed upon Tenant's leasehold interest in the Demised Property which is not transferred to bond within forty-five (45) days, it shall give written notice to Landlord of such action and the basis therefor.

ARTICLE 13

PROHIBITIONS ON USE OF DEMISED PROPERTY AND ADDITIONAL REQUIREMENTS

13.1 **Prohibited Use of Demised Property by Tenant and Additional Requirements**.

(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 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 any purpose which violates the approvals of applicable government authorities; or

(C) No covenant, agreement, lease, sublease, Leasehold Mortgage, or other instrument shall be effected or executed by Tenant, or any of its permitted successors or assigns, whereby the Demised Property or any portion thereof is restricted by Tenant, or any permitted successor in interest, upon the basis of race, color, religion, sexual orientation, sex or national origin in the lease, 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 or occupancy of the Demised Property.

(D) **Affirmative Action Plan.** Tenant shall report to Landlord information relative to the equality of employment opportunities whenever so requested in writing by Landlord (but not more often than once in any given six (6) month period).

(E) **Assurance of compliance with Section 504 of the Rehabilitation Act.** Tenant shall report its compliance with Section 504 of the Rehabilitation Act whenever requested in writing by the Landlord (but not more often than once in any given six (6) month period).

(F) **Civil Rights.** 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.

(G) Where applicable, 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.

(H) 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. 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. Tenant agrees to abide and be governed by the requirements of the Americans with Disabilities Act (ADA).

(I) 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 or dangerous or explosive materials on or about the Demised Property in violation of any applicable Laws and Ordinances. Tenant shall not permit its permitted Sublessees, if any, or any other person or entity to carry flammable or combustible liquids or dangerous or explosive materials into or onto the Demised Property during the Term 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 in violation of applicable Laws and Ordinances; 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, (d) the use of flammable or combustible liquids or dangerous or materials in construction of Improvements on the Demised Property (provided such use in not in violation of applicable Laws and Ordinances), or (e) the use of flammable or combustible liquids or dangerous or materials in Tenant's (and any permitted Sublessee's) business operations within the Demised Property (provided such use in not in violation of applicable Laws and Ordinances).

13.3 **Tenant's Duty and Landlord's Right of Enforcement Against Tenant and Permitted Successors and Assignees**. Promptly upon learning of the occurrence of actions prohibited by **Sections 13.1** or **13.2**, Tenant shall promptly take steps to terminate same, including the bringing of a suit in Circuit Court, if necessary. In the event Tenant does not take steps to terminate a prohibited action within ten (10) business days of Tenant learning of any actions, 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. All Leasehold Mortgages shall be deemed to be subject to this provision (but this provision shall be enforceable only upon the Leasehold Mortgagee thereunder, any designee of such Leasehold Mortgagee or any purchaser at a foreclosure sale acquiring title to the Lease following a foreclosure or deed-in-lieu of foreclosure under a Leasehold Mortgage) and any other permitted conveyances, transfers and assignments under this Lease. Any permitted transferee who accepts such Leasehold Mortgage, or any other

permitted 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.

13.4 **Designation of Buildings by Name**. Tenant shall have the right and privilege of designating names by which the Project or any portion thereof shall be known, so long as such name is not obscene (as defined by *Florida Law*). Notwithstanding the foregoing, upon the expiration or early termination of this Lease, (i) the parties hereby agree that Landlord is not, and shall not be, bound to any designation or name used in connection with any building, Improvement or the Project, and (ii) Landlord shall be prohibited from utilizing any name of any Improvement or the Project that contains any trademark of Tenant.

ARTICLE 14

ENTRY BY LANDLORD

14.1 **Inspection by Landlord of Demised Property**. Landlord and its authorized representatives, upon reasonable written notice (delivered not less than three (3) business days prior to the anticipated inspection) and in the presence of a representative of Tenant (and/or a permitted Subtenant, if the Subtenant's space is to be inspected), 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. Provided that no such restrictions shall apply in the event of an emergency or perceived emergency or danger. Furthermore, as Tenant may be conducting research and development activities on or about the Demised Property that Tenant deems to be confidential, Tenant may limit access to such areas to one representative or a limited number of representatives of Landlord provided that such representative(s) agree to execute a confidentiality agreement for Tenant's benefit in accordance with applicable law.

14.2 **Limitations on Inspection**. Landlord shall be limited to one physical inspection per quarter throughout the Lease Term of this Lease. Landlord, in its exercise of the right of entry granted to it in **Section 14.1** herein, shall not unreasonably disturb the occupancy or business activities of Tenant or any permitted Subtenant.

ARTICLE 15

LIMITATIONS OF LIABILITY

15.1 **Limitation of Liability of Landlord**. Landlord shall not be liable to Tenant for any incidental, consequential, special or punitive loss or damage whatsoever arising from the rights of Landlord hereunder.

15.2 **Limitation of Liability of Tenant**. Tenant shall not be liable to Landlord for any incidental, consequential, special or punitive loss or damage whatsoever arising from rights of Tenant hereunder.

ARTICLE 16

CASUALTY, DAMAGE AND DESTRUCTION

16.1 **Tenant's Duty to Restore**. If, at any time during the Term of this Lease, the Demised Property, the Project, any Improvement which constitutes a material portion of the Project, or any part of the foregoing 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 if necessary obtains Landlord's approval (in a manner consistent with the requirements of this Lease relative to the initial construction of the Improvements), through the Board, it may construct Improvements which are larger, smaller or different in design, and which represent a use comparable to prior use or as are allowed by **Article 4** of this Lease and by Applicable Laws. 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 to enable the continuation of operations on the Demised Property, or in the event that casualty so damages a material portion of the Project such that Tenant cannot reasonably be expected to operate its business within the Demised Property as intended for a period of more than one year, and Tenant elects not to rebuild, (i) Tenant and Landlord shall each have the right to terminate this Lease, (ii) in which event the Demised Property shall be returned to Landlord in its then existing condition (except that Tenant shall use the insurance proceeds to demolish any structures or improvements that are unusable or unsafe), and (iii) all rent shall be abated from and after the date Tenant notifies Landlord in writing of the effective date of the termination of this Lease. The balance of any unused insurance proceeds shall be paid to Tenant and any Leasehold Mortgagee as their respective interests may appear.

16.2 **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.

16.3 **Loss Payees of Tenant-Maintained Property Insurance**. With respect to all policies of property insurance required to be maintained by Tenant in accordance with **Exhibit I,** attached, (a) Landlord shall be named as a loss payee as its interest may appear (and if a Leasehold Mortgage then exists, the Leasehold Mortgagee shall also be named as the loss payee), and (b) the loss thereunder shall be payable to Tenant, Landlord and any Leasehold Mortgagee under a standard mortgage endorsement. Neither Landlord nor any Leasehold Mortgagee 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

(when the Improvements are to be repaired or rebuilt as provided herein); provided that Leasehold Mortgagee's agreement relative to insured losses and use of proceeds shall be subject to the terms of the Leasehold Mortgage. Any proceeds remaining after completion of rebuilding or repair under this Article, shall be paid to Tenant.

16.4 **Abatement of Rent**. During the period of any repair or maintenance after the initial Completion of Construction under this **Article 16**, and provided that such repair or maintenance is being promptly and diligently pursued, Annual Rent shall be abated until such time as the repairs/rebuilding has been substantially completed (as evidenced by a temporary Certificate of Occupancy or completion), and shall be abated on a proportionate basis (i.e., Annual Rent shall be abated on the same percentage basis as the percentage of the square footage of the Improvements that are damaged or destroyed vis-à-vis the square footage of all similar Improvements within the Demised Property). Said abatement of Annual Rent shall be limited in all case to no more than one-hundred and eighty (180) days.

16.5 **Termination of Lease for Certain Destruction Occurring During Last Five Years of Lease Term**. Notwithstanding anything to the contrary contained herein, in the event that (i) the Improvements, buildings, or any part thereof shall be damaged or destroyed by fire or other casualty during the last five (5) years of the Term of this Lease (as same may be extended from time to time by Tenant exercising one or more options), and the estimated cost for repair and restoration exceeds an amount equal to ten percent (10%) of the then-current fair market value of the Improvements (as determined by an appraisal secured by the Landlord, but paid for by the Tenant, excluding value of the Land), or (ii) the Improvements, buildings, or any part thereof shall be damaged or destroyed by fire or other casualty and either (x) the estimated cost for repair and restoration exceeds twenty-five percent (25%) of the then-current fair market value of the Improvements (as determined by an appraisal secured by Landlord, but paid for by the Tenant, excluding value of the Land), or (y) the damage is such that the Improvements cannot be repaired or rebuilt (as reasonably determined by Tenant) within nine (9) months of the occurrence of such damage or destruction, then Tenant and Landlord shall each have the right to terminate this Lease and its obligations hereunder by giving written notice to the other party within six (6) months after such damage or destruction (provided, however, that in the event that Landlord gives a notice of termination pursuant to this provision, and Tenant subsequently exercises an Option to extend the Term of this Lease, Landlord's notice of termination shall be moot and the Lease shall remain in effect). In such event, this Lease shall terminate fifteen (15) days following receipt of such notice, and Tenant shall not be entitled to the return of any Annual Rent, though (i) all rent hereunder accruing from and after the date such notice of termination is delivered shall be abated and (ii) rent following the occurrence of such casualty or other damage shall be abated on the same percentage basis contained in **Section 16.4** above. In such event, the property insurance proceeds for the damaged buildings and Improvements, including business interruption insurance proceeds, shall be first used for returning the Demised Property to the Landlord in the condition the Tenant received it on the Effective Date of this Lease including, but not limited to, the clearing of the land of any construction, after which, any balance shall be paid to Tenant and any Leasehold Mortgagee as their respective interests may appear.

ARTICLE 17

MORTGAGES, TRANSFERS, SUBLEASES, TRANSFER OF TENANT'S INTEREST.

17.1 **Right to Transfer Leasehold**. During the Term of this Lease, Tenant, subject to the terms 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, subject to the following:

(A) No material breach, or Event of Default exists under **Section 19.1**, at the time of such assignment or transfer;

(B) Unless otherwise addressed in this Article, Tenant must obtain prior, written consent of Landlord for such assignment or transfer, through the Board, both as to the proposed transfer and the proposed transferee, to be determined in the sole discretion of the Board. To the extent that the proposed transferee is an Affiliate, the County Mayor or County Mayor's designee may provide such approval, to be determined in the sole discretion of the County Mayor or County Mayor's designee.. An **"Affiliate"** is defined as (i) any entity controlling, controlled by, or under common control with Owner (an "Affiliated Entity"); (ii) any entity resulting from the merger or consolidation of or with Owner or an Affiliated Entity; (iii) any person or entity that acquires all (or substantially all) of the assets of Owner or an Affiliated Entity; or (iv) any successor of Owner or an Affiliated Entity by reason of public offering, reorganization, dissolution, or sale of stock, membership, or partnership interests or assets.

17.2 **Right to Mortgage Leasehold**. Notwithstanding anything in **Section 17.1** to the contrary, and subject to the provisions of **Section 4.**6C, Tenant shall be permitted to encumber its interest in this Lease (such encumbrance being defined as a "**Leasehold Mortgage**") in order to finance the construction of the Project and to refinance any Leasehold Mortgage, subject to the following terms and conditions. Any proceeds obtained by Tenant from any Leasehold Mortgage, and any additional proceeds obtained from any refinancing of any Leasehold Mortgage beyond those proceeds necessary to satisfy the balance of any existing Leasehold Mortgage, shall be used for payment or repayment of costs of construction, maintenance, and repairs for the Project. Landlord and Tenant (and, as appropriate, the Leasehold Mortgagee) will enter into such customary documentation as may reasonably be required in connection with such leasehold financing to memorialize (i) that the Leasehold Mortgage is subordinate and inferior to the County's ownership of the Demised Property, (ii) that the leasehold lender will attorn to the County in the event of any default by Tenant under the Leasehold Mortgage, (iii) that Tenant will provide the leasehold lender with reasonable notice of any default by Tenant hereunder, and reasonable opportunity to cure same (such notice and opportunity not to exceed that provided to Tenant hereunder), and (iv) so long as the leasehold lender does timely cure any breach or default of Tenant hereunder and so long as leasehold lender thereafter otherwise complies with Tenant's obligations under this Lease, (including, but not limited to, those contained in Sections 4.1-4.6), following leasehold lender's foreclosure of the Leasehold Mortgage (or taking of possession pursuant to it prior to foreclosure), Landlord will recognize leasehold lender as Tenant and will not disturb leasehold lender's possession of the Demised Property. This Section shall survive the expiration and/or early termination of this Lease. Tenant may not encumber its interest in the Lease

with a leasehold Mortgage of a duration greater than the remaining Term of the Lease. Third-party mortgages allowed under the terms of the Lease Agreement shall be subordinate to the interests of the County, and all proceeds received from the mortgage loan shall be reinvested into the property.

17.3 **Notice to Landlord of Mortgage**. A notice of each Leasehold Mortgage shall be delivered to Landlord specifying the name and address of such Leasehold Mortgagee to which notices shall be sent. Landlord shall be furnished a copy of each such recorded Leasehold Mortgage.

17.4 **Continued Use.** Cumulative to all other obligations to the County, the Demised Property must continue to be used for all the uses provided for in **Article 4** herein without interruption, subject only to Unavoidable Delays as more particularly set forth in Section 4.5. If for any reason the Demised Property ceases to be used as provided for in **Article 4** for more than sixty (60) consecutive days, or more than sixty (60) days in any 12 (twelve) month period, then the Demised Property and/or any its Improvements shall, at the option of the County, revert to County ownership immediately upon the County giving written notice of termination to Tenant.

17.5 **Rights to Sublease and Non-Disturbance to Subtenants**. Tenant may not sublease more than twenty (20%) of the entire Demised Property to a single person or entity without the prior written consent of the County, through its Board. Subject to the foregoing sentence, Tenant may enter into one or more subleases of portions of the Demised Property (each a "**Sublease**") without the prior consent of the County, provided (i) that, notwithstanding any other provisions of this Lease, no Sublease shall relieve Tenant of any obligations under the terms of this Lease, and that Tenant shall be liable for any action by any subtenant (each a "**Subtenant**") which constitutes a breach of the Lease, unless a release of Tenant is granted by the Board, (ii) each Sublease must require that such Subtenant comply with all terms and conditions of this Lease, (iii) each Sublease must be for a Permitted Use and compatible with the standards and requirements set forth in this Lease, including **Section 4.1** herein, and as determined by Landlord, consistent with the intent of this Lease as stated in the Preamble to this Lease. Tenant must give written notice to Landlord specifying the name, address, and proposed and/or permitted use of any Subtenant to which all notices required by this Lease shall be sent, and a copy of the Sublease. This Section survives the termination of the Lease.

17.6 **Estoppel Certificates from Landlord**. Upon request of Tenant, any Leasehold Mortgagee or any Subtenant, Landlord agrees to give such requesting party an estoppel certificate in accordance with **Section 22.2** herein, and the requesting party shall be entitled to rely on the estoppel certificate; provided that Landlord shall not incur any liability for damages to any Leasehold Mortgagee, Subtenant, or other third party by virtue of providing such certificate, even if later determined to be inaccurate (provided that Landlord has exercised good faith in so providing).

17.7 [**Reserved**.]

17.8 **No Subordination or Mortgaging of Landlord's Fee Title**. There shall be no subordination of Landlord's fee simple interest in the Demised Property to the lien of any Leasehold Mortgage financing, nor shall Landlord be required to join in such Leasehold Mortgage

financing (although nothing herein shall be deemed to limit or abrogate Landlord's obligations with respect to Leasehold Mortgage financing set forth in **Section 17.2** above). No Leasehold Mortgagee may impose any lien upon the Landlord's fee simple interest in the Demised Property.

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 any federal, state, or county sovereign or their proper delegates, by condemnation proceeding (a "**Taking**"), to acquire the entire Demised Property (a "**Total Taking**"), such Total Taking shall be deemed to have caused this Lease (and the Option to Renew, whether or not exercised) to terminate and expire on the date of such Total Taking. Tenant's right to recover a portion of the award for a Total Taking, as hereinafter provided, is limited to the fair market value of the Improvements during the term of the Lease, plus the value of Tenant's interest in the unexpired Term of the leasehold estate created pursuant to this Lease (including any unexercised renewal Options), and in no event shall Tenant be entitled to compensation for any fee interest in the Demised Property. 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 highest and best use of the Demised Property as if vacant and assuming no improvements existed on the Demised Property, at the time of Taking, plus the reversionary value of the Improvements after the term of this Lease expires (presuming that all unexercised renewal Options had been or would be exercised), plus any special damages arising from the termination of such Lease. All rents and other payments required to be paid by Tenant under this Lease shall be paid up to the date of such Total Taking, which shall be 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. Tenant and Landlord shall, in all other respects, keep, observe and perform all the terms of this Lease up to the date of such Total Taking.

18.2 **Proceeds of Taking**. In the event following any such Total Taking under **Section 18.1**, this Lease is terminated, or in the event following a Taking of less than the whole of the Demised Property (a "**Partial Taking**") 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 **Article 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 mutually acceptable to Landlord and Tenant, or if they are unable to agree, by an apportionment hearing within the condemnation proceeding.

18.3 **Partial Taking; Termination of Lease**. If, in the event of a Taking of less than the entire Demised Property, (i) the remaining portion of the Demised Property not so taken cannot be, in Tenant's reasonable determination, 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, or (ii) the award to Tenant for

such Partial Taking is insufficient to pay for such restoration, repair or reconstruction, or (iii) the partial Taking results in making it impossible or unfeasible to reconstruct, restore, repair or rebuild a new building on any portion of the Project, then Tenant shall have the right, to be exercised by written notice to Landlord within one hundred twenty (120) days after the date of Partial Taking (or the date of the award, whichever is later), to terminate this Lease on a date to be specified in said notice, which date shall not be earlier than the date of such Partial 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 (except that Tenant shall use the award to Tenant for such Partial Taking to demolish any structures or Improvements that are unusable or unsafe).

18.4 **Partial Taking; Continuation of Lease**. If, following a Partial Taking, this Lease is not terminated as herein above provided then, (i) this Lease shall terminate as to the portion of the Demised Property taken in such condemnation proceedings; (ii) as to that portion of the Demised Property not taken, Tenant may proceed at its own cost and expense (though subject to its receipt of the award arising from the Partial Taking and/or insurance) either to make an adequate restoration, repair or reconstruction or to rebuild a new building or reconfigure the Project upon the portion of the Demised Property not affected by the Taking, and (iii) Tenant's share of the award shall be determined in accordance with **Section 18.1** herein. Without limiting the foregoing, Tenant will be entitled to (X) an amount sufficient for Tenant to pay all costs to repair and restore (in a manner determined by Tenant) any damage to (and/or to otherwise reconfigure) the Demised Property (including the Improvements), (Y) an amount reflecting damage to the remainder of the Demised Property (i.e., the portion of the Demised Property not taken), and (Z) business damages. Such award to Tenant may be used by Tenant for its reconstruction, repair or rebuilding. Any excess award after (or not used for) 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, but Tenant does not terminate the Lease pursuant to **Section 18.3**, Tenant shall be responsible for the remaining cost of whatever restoration, repair and reconstruction Tenant elects to undertake, and complete the same in accordance with the applicable provisions of **Article 4** hereof (as if same were applicable to such restoration, repair or reconstruction) free from mechanics' or materialmen's liens and shall at all times save Landlord free and harmless from any and all such liens (all in accordance with the applicable provisions of **Article 4**). If Tenant elects not to terminate this Lease, then the Annual Rent and/or other amounts otherwise payable hereunder by Tenant shall be partially abated on an equitable basis, as determined by the 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 exceeding one month following the Completion of Construction, Tenant may elect to terminate the remaining Term, failing which this Lease shall not terminate by reason thereof, and Tenant shall continue (i) to pay, in the manner and at the times herein specified, the Annual Rent, and all other charges payable by Tenant hereunder [though partially abated to the extent any portion of the Demised Property is unavailable for use by Tenant (such abatement to be determined on an equitable basis)], and (ii) except only to the extent that Tenant either may be prevented from so doing pursuant to the terms of the order of the condemning authority or is unable to do so given the nature of the temporary Taking, 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. Tenant covenants that, upon a temporary Taking, to the extent Tenant has not elected to terminate the Lease as provided in this **Section 18.5**, and prior to the expiration of the term of this Lease, it may, 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.

18.6 **Additional Takings**. In case of a second or any additional partial Taking(s) from time to time, the provisions hereinabove contained shall apply to each such partial Taking. In the event any federal, state, or county 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**.

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**.

ARTICLE 19

TENANT DEFAULT

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) from the failure to make due and punctual payment of any Annual 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; or

(B) from the Tenant's failure to keep, observe and/or perform any of the terms contained in this Lease, 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; 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; provided that should any such default continue in excess of one hundred and eighty (180) days, even after a cure of the default is diligently pursued by the Tenant, or is an Uncurable Event of Default, such shall constitute an "**Event of Default**." Should Landlord fail to notify the Leasehold Mortgagee, it shall not prevent Landlord from taking any action against Tenant.

19.2 **Failure to Cure Default by Tenant**.

(A) If an Event of Default of Tenant or other material breach shall occur, Landlord shall give written notice to Tenant 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, unless the Tenant cures the Event of Default.

(B) If (X) an Event of Default of Tenant or other breach shall occur, and (Y) Landlord elects not to immediately terminate this Lease, then Landlord, shall have all rights and remedies at law, including but not limited to (and/or in addition to) the following, which are cumulative:

(i) sue Tenant and to recover all Landlord's actual damages, costs and expenses (provided, however, that in no event will such damages include punitive, consequential, or exemplary damages);

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

(iii) In the event of Tenant's failure to comply with any of the conditions in **Section 4,** Landlord shall additionally be entitled to recover the actual market value rent for the Demised Property (if greater than the stated Annual Rent), beginning from the time of the failure until the time of compliance; or

(iv) to terminate any and all obligations that Landlord may have under this Lease, in which event Landlord and Tenant shall be released and relieved from any and all liability under this Lease accruing from and after the date of termination, except for those matters which expressly survive termination of this Lease.

(C) Liquidated Damages for Job Deficiencies. Separate and apart from the remedies specified in **Section 19.2(B)** above, provided that (X) Tenant has completed the Minimum Development, but (Y) the Job Requirement as specified in **Section 4.3(A)(vii)** has not been fully met, such failure shall constitute an Event of Default and Liquidated Damages For Job Deficiencies ("**LD's**") for each Job Requirement shall apply.

(i) It is acknowledged that there will be significant economic development and benefits that will accrue to the County and its residents from the development and operation of the Property for the Permitted Uses. It is further acknowledged that should Tenant fail to comply with the Minimum Development Requirements pertaining to job creation as set forth in **Section 4.4** of this Lease, the damages consequent upon such a breach are not readily ascertainable. Accordingly, should Tenant fail to meet or satisfy the obligations contained in **Section 4.4** of this Lease, the County shall be entitled to receive, and the Tenant shall be required to pay, as liquidated damages ("LDs"), and not as a penalty, the amounts set forth in subsection (ii) below.

(ii) Calculations. In calculating the average salaries of the permanent, full-time or full-time equivalent permanent jobs on the Property in order to determine if the Job Requirement has been met, a job with an annual salary of less than the Job Salary Amount may average with a job with an annual salary of more than the Job Salary Amount to satisfy the Job Requirement. The "**Average Jobs Number**" shall be determined by: (i) multiplying the number of jobs created at a particular salary by the salary for such jobs; (ii) adding all of the factors obtained from the multiplication of salary x jobs; and (iii) dividing by the Job Salary Amount as of that date. For example, if on the first Reporting Date, Tenant reports that it has created 28 jobs with a salary of $36,000 (28 x $36,000.00 = $1,008,000.00) and 5 jobs with a salary of $100,000.00 (5 x $100,000= $500,000) and the Job Salary Amount as of that date is $71,278.95, then the Average Jobs Number for the Job Requirement is 38 [($1,008,000.00 + $500,000.00= $1,508,000) / $71,278.95 = 21.15]. In this example, the Job Requirement has not been met because the Average Certified Jobs for the Job Requirement at the or above the Jobs Salary Amount is less than the Job Amount of 38 and there shall be a "Job Shortage Number" (as such term is defined below) of 17. The Average Jobs Number shall always be rounded down to the nearest whole number. Under this example, the Job Requirement of 38 full-time or full-time equivalent jobs with an average annual salary of no less than the Job Salary Amount will not be satisfied for such Reporting Date, and an LD will be payable as provided in subsection (iii) below.

(iii) LD Amounts. Each Certified Job required by the specified Job Requirement but not achieved in any year of the Job Maintenance Period is a Job Shortage Number ("**Job Shortage Number**"). If Tenant fails to meet the Certified Jobs for the Job Requirement on any Reporting Date, then Tenant or its successor or assign shall pay to the County as an LD the amount equal to (i) 12.5% of the Job Salary Amount, or $8,909.87 multiplied by the Job Shortage Number, if the deficiency occurs on the first (1st) Reporting Date, (ii) 13.5% of the Job Salary Amount, or $9,622.66 multiplied by the Job Shortage Number if the deficiency on the second (2nd) Reporting Date, (iii) 14.5% of the Job Salary Amount, or $10,335.45 multiplied by the Job Shortage Number if the deficiency occurs on the third (3rd) Reporting Date, and (iv) 15.5% of the Job Salary Amount, or $11,048.24 multiplied by the Job Shortage Number on the fourth (4th) Reporting Date. Any LDs due and owing shall be paid to the County within sixty (60) days after the applicable Reporting Date. For example, if the Certified Jobs for the Job Requirement on the first Reporting Date (5 years after the Effective Date) is 21, as under the example above, the Job Shortage Number will be (i) 38, minus (ii) 21. In this example, the LDs would be $8,909.87 multiplied by seventeen (17) jobs, or $151,467.79.

(iv) As an example, if at the end of the first year following the Completion of Construction of the Minimum Development, there is a Job Shortage Number of seventeen (17) jobs, then Tenant owes Landlord $151,467.79 for that year to be paid 60 days thereafter. If, at the end of the second year following the Completion of Construction of the Minimum

Development, there is a Job Shortage Number of seventeen (17) jobs, then Tenant owes Landlord $151,467.79 for that second year to be paid 60 days thereafter, and onwards.)

(v) Should any portion of the Total LD's be outstanding to the County if and when there is an event of any Tenant default resulting in the termination of this Lease, then the entire balance of the outstanding LD's shall become immediately due and payable.

19.3 **Surrender of Demised Property**. Upon any expiration or termination of the Term in accordance with the terms and conditions of this Lease, including but not limited to S**ection 19.2** herein, Tenant shall quit and peacefully surrender the Demised Property to Landlord, with all Improvements thereon and at no cost or expense to the Landlord. Should Tenant fail to properly and/or timely surrender the Demised Property to Landlord, then Tenant shall be liable to Landlord for the fair market value of the Annual Rent for the Demised Property (including the buildings and Improvements), along with any other monetary obligations owing to Landlord hereunder by Tenant, and Impositions (those expenses directly related to the Demised Property including but not limited to utility charges maintenance expenses, security expenses, insurance expenses and any special charges levied by a governmental entity), but only for that period of time Tenant fails to quit and peacefully surrender the Demised Property to Landlord. Fair market value shall be determined by an appraisal of the Demised Property and all Improvements thereon, which is secured by the Landlord within six (6) months of the failure by Tenant to properly or timely quit and vacate the Demised Property.

19.4 **Rights of Landlord after Termination**. Subject to **Section 17.4**, after termination of this Lease by Landlord due to an uncured Event of Default by Tenant, Tenant shall be liable to Landlord for (i) Annual Rent along with any other monetary obligations owing to Landlord hereunder by Tenant and Impositions that accrued prior to the termination of this Lease and which was not paid by Tenant, and (ii) an amount equal to the Rent Discount, less the Improved Value (each as defined herein). Landlord and Tenant recognize that Annual Rent is below fair rental value, in recognition of the fact that Tenant will be spending a significant amount of money to improve the Demised Property and will not generate revenues for some time after the Effective Date. The "**Rent Discount**" is the difference between fair market rental value of the Demised Property through the date of termination and the sum of (i) the actual Annual Rent through the date of termination and (ii) Tenant's expenses on Public Infrastructure through the date of termination. The "**Improved Value**" is an amount equal to the increase in the fair market value of the Demised Property resulting from the development of the Demised Property by Tenant pursuant to this Lease, including Public Infrastructure and the Improvements, each the fair market rental value and the improved value as determined by an appraisal of the Demised Property and all Improvements thereon within six (6) months after this Lease is terminated by Landlord. Landlord shall have the right, but not the obligation, to mitigate its damages by reason of an early termination of this Lease by reletting 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 sole and absolute discretion, may determine and may collect and receive the rents therefore. Landlord shall in no way be responsible or liable for any failure to relet the

Demised Property or any part thereof, or for any failure to collect any rent due for any such reletting.

19.5 **No Waiver by Landlord**. No failure by Landlord to insist upon the strict performance of any of the terms of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Landlord of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any of the terms of this Lease. None of the terms of this Lease to be kept, observed or performed by Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each of the terms of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to Tenant 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.

19.6 **Events of Default of Landlord**. The provisions of **Section 19.7** shall apply if any of the following "**Events of Default**" of Landlord shall happen: if default shall be made by Landlord in 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. 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; provided that the maximum period the Landlord may have to cure a default under this sentence shall not exceed ninety (90) days following the date of Tenant's notice of Event of Default delivered to Landlord.

19.7 **Failure to Cure Default by Landlord**. If an Event of Default of Landlord shall occur, Tenant, at any time after the period set forth in **Section 19.6** shall have the following rights and remedies which are cumulative:

(A) In addition to any and all other remedies, in law or in equity, that Tenant may have against Landlord, Tenant shall be entitled to sue Landlord for all damages (as limited by **Section 15.1** above), costs and expenses arising from Landlord's committing an Event of Default hereunder and to recover all such damages, costs and expenses.

(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, except for those obligations accrued and owed prior to such termination, and shall surrender possession of the Demised Property to Landlord and shall receive from the County the greater of

the remaining unamortized value of the improvements constructed by Tenant or fair market value of said improvements as determined by MAI appraisal.

19.8 **No Waiver by Tenant**. Failure by Tenant to insist upon the strict performance of any of the terms of this Lease or to exercise any right or remedy upon a breach thereof, shall not constitute a waiver of any such breach or of any of the terms of this Lease. None of the terms of this Lease to be kept, observed or performed by Landlord, and no breach thereof, shall be waived, altered or modified except by written instrument executed by Tenant. No waiver of any default of Landlord hereunder shall be implied from any omission by Tenant to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

ARTICLE 20

NOTICES

20.1 **Addresses**. All notices, demands or requests or other communications which may be given pursuant to this Lease Agreement shall be deemed to have been properly served or given, if addressed by personal service or by certified mail addressed to Tenant and County at the addresses indicated herein or as the same may be changed from time to time. Such notice shall be given on the day on which personally served or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier. As a courtesy, all communications shall also be sent by electronic mail if the party shall have provided a current electronic mail address, but said electronic mail transmittal shall not constitute Notice hereunder. All postage or other charges incurred for transmitting of Notices shall be paid by the party sending same. 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. 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 the Tenant.

To Tenant:
Wellspring Community Resources, Inc.
ATTN: Dr. Stephanie Small Diaz
16400 NW 2nd Avenue, Suite 102
Miami, FL 33169

To County/Landlord:
Internal Services Department,
Attention: Director
111 NW 1st Street, Suite 2130,
Miami, FL 33128

With a copy to:
Attention: County Attorney,

111 NW 1st Street, Suite 2800,
Miami, FL 33128

(A) The Leasehold Mortgagee shall be deemed to have been properly served or given notice if addressed to such Leasehold Mortgagee at the address furnished pursuant to the provisions of **Sections 17.2** and **17.3** above.

ARTICLE 21

QUIET ENJOYMENT

21.1 **Grant of Quiet Enjoyment**. Tenant, upon paying all Annual Rent, 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 and no more often than once each calendar quarter, to execute, acknowledge and deliver to Landlord a statement in writing setting forth the Annual 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 Annual 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).

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, but no more often than once each calendar quarter, to furnish a statement in writing, setting forth the rents, payments and other monies then payable under the Lease, if then known; certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the Lease is in full force and effect as modified and stating the modifications) and the dates to the Annual 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; and such other matters as Tenant may reasonably request.

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, if any, 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 both Landlord and Tenant.

23.6 **Consents**. Whenever in this Lease the consent or approval of Landlord is required, such consent or approval may be made by the County Mayor or his/her designee on behalf of Landlord only to the extent: (i) this Lease does not specify otherwise; (ii) Board approval or consent is not required pursuant to the terms of this Lease or any Applicable Laws; and (iii) such does not amend this Lease or increase the Landlord's actual or potential obligations and/or liabilities. No such request such shall require a fee from the party requesting same. Any consent or approval by Landlord to such a request (X) shall not be effective unless it is in writing; and (Y) shall apply only to the specific act or transaction so approved or consented to and shall not relieve Tenant of the obligation of obtaining the Landlord'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 permitted successors and assigns

(including but not limited to Leasehold Mortgagees, as appropriate and applicable), except as may be otherwise provided herein.

23.9 **Gender Neutral/Gender Inclusive Signage**. Tenant hereby agrees that it shall comply with Miami-Dade County's Resolution No. R-1054-16, to identify all single occupancy restrooms located in the Premises, and to replace any gender signage with gender neutral/gender inclusive signage on or near the opening of such single occupancy restrooms as depicted in **Exhibit H,** which exhibit is attached hereto, and incorporated herein by this reference.

23.10 **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.

23.11 **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.

23.12 **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.

23.13 **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, Tenant shall nevertheless continue to make payments to Landlord. Tenant shall have the right to make payment "under protest", provided Tenant so contemporaneously advises Landlord it is doing so, and articulates with specificity the nature of the dispute, 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, together with statutory interest on the amount returned to Tenant for the period commencing on the date such payment is received by Landlord until the date such sum is returned to Tenant (such amount of interest being referred to as "**Interest**"); and if at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions of this Lease, the party against whom the obligation to perform the work is asserted may perform such work and pay the cost thereof "**under protest**" and the performance of such work shall in no event be regarded as a voluntary performance and there shall survive the right upon the part of 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 Tenant and/or Landlord to perform the same or any part thereof, 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, together with Interest, as calculated earlier in this **Section 23.12**.

23.14 **Inspector General Reviews/Audit & Compliance**

(A) **Independent Private Sector Inspector General Reviews**. Pursuant to Miami-Dade County Administrative Order 3-20, Landlord has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "**IPSIG**"), whenever the County deems it appropriate to do so. Upon written notice from Landlord, Tenant shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Lease for inspection and reproduction. Landlord shall be responsible for the payment of these IPSIG services, and under no circumstance shall Tenant's prices and any changes thereto approved by Landlord, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to Tenant, its successors and assigns, and any Subtenants. Nothing contained in this provision shall impair any independent right of Landlord to conduct an audit or investigate the operations, activities and performance of Tenant in connection with, and as and when provided under, this Lease. The terms of this paragraph shall not impose any liability on Landlord by Tenant or any third party.

(B) **Miami-Dade County Inspector General Review**. According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Lease shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost shall be assumed by the County, and Tenant shall have no liability therefore.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements.

(C) Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs, all at no cost or expense to Tenant. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders, if any, to a contract. The Inspector General is empowered to retain, at no expense or cost to Tenant, the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee,

inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of Tenant, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

(D) Upon written notice to Tenant from the Inspector General or IPSIG retained by the Inspector General, Tenant shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to Tenant. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to Tenant, copy all documents and records in the Tenant's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records, provided that neither the Inspector General nor IPSIG shall be entitled to receive, review or copy any documents that are privileged, confidential or proprietary to Tenant.

(E) **Availability of Records/Landlord Audit & Review**. Until the expiration of 10 years after the termination of this Lease, Tenant shall have the obligation to retain and to make available to Landlord, and its representatives, all books, documents and records of Tenant pertaining to this Lease and to Tenants compliance with the terms and conditions of the Lease and all Applicable Laws, including but not limited to those documents and records contemplated by the Inspector General and IPSIG provisions described above. Upon Landlord's (or its representative's) request, Tenant will promptly and without charge make available all such books, documents and records of Tenant.

(F) **Commission Auditor.** The Commission Auditor shall have the right to inspect and audit the books, records, financial statements and operations of Tenant all in accordance with Section 2-481 of the County Code and Tenant agrees to comply with same.

23.15 **Governing Law/Venue**. This Lease, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida. Any claim, dispute, proceeding, or cause of action, arising out of or in any way relating to this Lease, or the parties' relationship shall be decided by the laws of the State of Florida. The parties agree that venue for any of the foregoing shall lie exclusively in the courts located in Miami-Dade County, Florida.

23.16 **Costs and Attorney's Fees**. Each of the parties hereto shall bear its own costs and attorneys' fees in connection with the execution of this Lease. The terms of this provision shall survive the termination of this Lease.

23.17 **Radon**. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a time period. Levels of radon that exceed federal and state guidelines have been found in buildings in florida. Additional information regarding radon and radon testing may be obtained from Miami-Dade County public health unit.

23.18 **Non-Recourse**. All claims or causes of action (whether in contract or in tort, in law or in equity) that may be based upon, arise out of or relate to this Lease, or the negotiation, execution or performance of this Lease (including any representation or warranty made in or in connection with this Lease or as an inducement to enter into this Lease), may be made only against the entities that are expressly identified as parties hereto. No person who is not a named party to this Lease, including any direct or indirect owner, director, officer, manager, employee, incorporator, member, partner, stockholder, affiliate, agent, attorney or representative of any party to this Lease (collectively, the "**Non-Party Affiliates**"), shall have any liability (whether in contract, in law or in equity, or based upon any theory that seeks to impose contractual liability of an entity party against its owners or affiliates) for any obligations or liabilities imposed by this Lease or for any claim based on, in respect of, or by reason of this Lease; and each party waives and releases all such liabilities, claims and obligations against any such Non-Party Affiliates. Non-Party Affiliates are expressly intended as third party beneficiaries of this provision of this Lease. The provisions of this **Section 23.18** shall survive the termination of this Lease.

ARTICLE 24

REPRESENTATIONS AND WARRANTIES

24.1 **Landlord's Representations**.

(A) 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.

(B) Landlord represents that the parties signing this Lease on behalf of Landlord have the authority to bind Landlord and to enter into this transaction.

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

25.1 **Equal Opportunity**. Tenant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, age, ancestry,

marital status, handicap, disability, place of birth, or national origin. Tenant shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, sexual orientation, age, ancestry, marital status, handicap, place of birth or national origin. 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 the County setting forth the provisions of this Equal Opportunity clause.

Tenant will comply with all of the following statutes, rules, regulations and orders applicable to the Demised Property:

(A) all applicable provisions of the Civil Rights Act of 1964;

(B) Executive Order 11246 of September 24, 1964 as amended by Executive Order 11375;

(C) Executive Order 11625 of October 13, 1971;

(D) the Age Discrimination Employment Act effective June 12, 1968;

(E) the rules, regulations and orders of the Secretary of Labor;

(F) Florida Statutes Section 112.042;

(G) the applicable Federal regulations binding 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 CFR Part 26.7 regarding nondiscrimination based on race, color, national origin or sex; in 49 CFR Parts 27.7, 27.9(b) and 49 CFR Part 37 regarding nondiscrimination based on disability and complying with the Americans With Disabilities Act with regard to any improvements constructed;

(H) Miami-Dade County Code, Section 2-11.16, regarding payment of Responsible Wages for all construction work done on the Demised Property. [See **Exhibit "D"** attached.]

25.2 **Small Business Enterprise and Workforce Initiatives**. Tenant hereby acknowledges and agrees that in accordance with the Landlord's rules and regulations that all privately funded construction with a total value over $200,000 must comply and shall cause its Contractor, Architect/Design Professionals, and all subcontractors, subconsultants, subtenants and licensees to comply, with the County's applicable Small Business Enterprise ("**SBE**") Program, as set forth in Sections 10-33.02, 2-10.4.01, and 2-8.1.1.1.1 of the Code of Miami-Dade County, Fla. (the "**Code**"), and the County's applicable Responsible Wages, Residents First Training and Employment, and First Source Hiring programs, as set forth in Sections 2-11.16, 2-11.17 of the Code, and 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 Development Division of the Internal Services Department of the County ("**SBD**") for a determination and recommendation (in consultation with Tenant) to the County Mayor of the SBE measures applicable to such design and construction. The County Mayor shall establish the applicable goals upon receipt of the recommendation of SBD (the "**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 County 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, any Project Enhancements. Tenant shall comply with the SBE requirements during the construction of the Project. Tenant shall require it contractor(s) to include applicable Responsible Wage and Workforce Programs requirements in all subcontractor agreements. Should the Tenant fail to comply with any of the applicable SBE requirements, Tenant shall be obligated to make up such deficit throughout the construction of the Project, and/or pay the applicable monetary penalty pursuant to the Code. Tenant shall pay all of its employees performing work on the Demised Property during development of the Project and during the Term of this Lease no less than the Living Wage, as set forth in Section 2-8.9 of the Code, as if all such work was subject to the provisions of Section 2-8.9 of the Code. Should the Tenant fail to comply with any of the provisions set forth in Section 2-11.16 of the Code, Tenant shall be obligated to, and hereby agrees, to have the County impose the compliance, enforcement, and sanctions provisions set forth therein. Tenant agrees to pay SBD its reasonable costs of monitoring Tenant's compliance with the County's Small Business Programs.

ARTICLE 26

ART IN PUBLIC PLACES

The Tenant acknowledges and agrees that it is bound by and shall adhere to Section 2-11.15, of the *Miami-Dade County Code*, and its requirement to allocate not less than one and one-half (1½%) percent of the total capital cost (design and construction) of the Project to the Art in Public Places Trust Fund. The Tenant agrees to work collaboratively with the Miami-Dade Art in Public Places Trust to administer the "artist selection process" and implement the Art in Public Places program as defined in the Miami-Dade County Art in Public Places ("**APP**") Procedures, which is incorporated herein by reference.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, Landlord has caused this Lease to be executed in its name by the County Mayor; as authorized by the Board of County Commissioners, and Tenant has caused this Lease to be executed by its duly authorized representative, all on the day and year first herein above written.

LANDLORD:

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

By:_____
Name: _____
Title: _____

ATTEST:

HARVEY RUVIN, CLERK

By:_____

Approved by the County Attorney as to form and legal sufficiency:

_____
Assistant County Attorney

Signed in the presence of:

Witness: _____

Print Name: Mario Garcia

Witness: _____

Print Name: Maria Valdivia

TENANT:

WELLSPRING COMMUNITY RESOURCES, INC.
a Florida Not For Profit Corporation

By: _____

Name: Stephanie Small Diaz

Title: President

Corporate Seal

STATE OF Florida
COUNTY OF Broward

I HEREBY CERTIFY, that on this May day of 2, 2023 before me, an officer duly authorized to administer oaths and take acknowledgments, appeared Stephanie Small Diaz [ ] in person or [ ] via online notarization, who is personally known to me, or proven, by producing the following identification: _____, to be the _____ of _____, an existing Corporation under the laws of the State of Florida, and whose name the forgoing instrument is executed and said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

WITNESS my hand and official Seal at My office in the County and State aforesaid, on this, the 2 day of May, 2023

_____ (SEAL)
Notary Public

Kha Demise White Davis
Print Name

NOTARY SEAL / STAMP

Notary Public, State of Florida

My Commission expires: Nov 18, 2024

KHA DEMISE WHITE DAVIS
MY COMMISSION # HH 023401
EXPIRES: November 18, 2024
Bonded Thru Notary Public Underwriters

Wellspring, LLC, a Colorado limited liability company authorized to transact business in the State of Florida as Wellspring Apartments, LLC, a foreign limited liability company (Wellspring LLC), hereby joins in and agrees to Section 1.3B of the Lease Agreement terminating the existing Sublease on the Property as of the Effective Date of this Lease.

Signed in the presence of:

Witness: _____

Print Name: NOEL HAZO

Witness: _____

Print Name: Kristina Brantley

SUBTENANT:

WELLSPRING, LLC
a Colorado LLC

By: _____
Name: Kareem Brantley
Title: Manager

Corporate Seal

STATE OF Florida
COUNTY OF Miami Dade

I HEREBY CERTIFY, that on this 12 day of June, 2023 before me, an officer duly authorized to administer oaths and take acknowledgments, appeared Kareem Brantley, [✓] in person or [ ] via online notarization, who is personally known to me, or proven, by producing the following identification: _____, to be the Manager of Wellspring LLC, an existing Corporation under the laws of the State of Colorado, and whose name the foregoing instrument is executed and said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the 12 day of June, 2023.

_____ (SEAL)
Notary Public

Guillermo Magnum Mazon
Print Name

NOTARY SEAL / STAMP

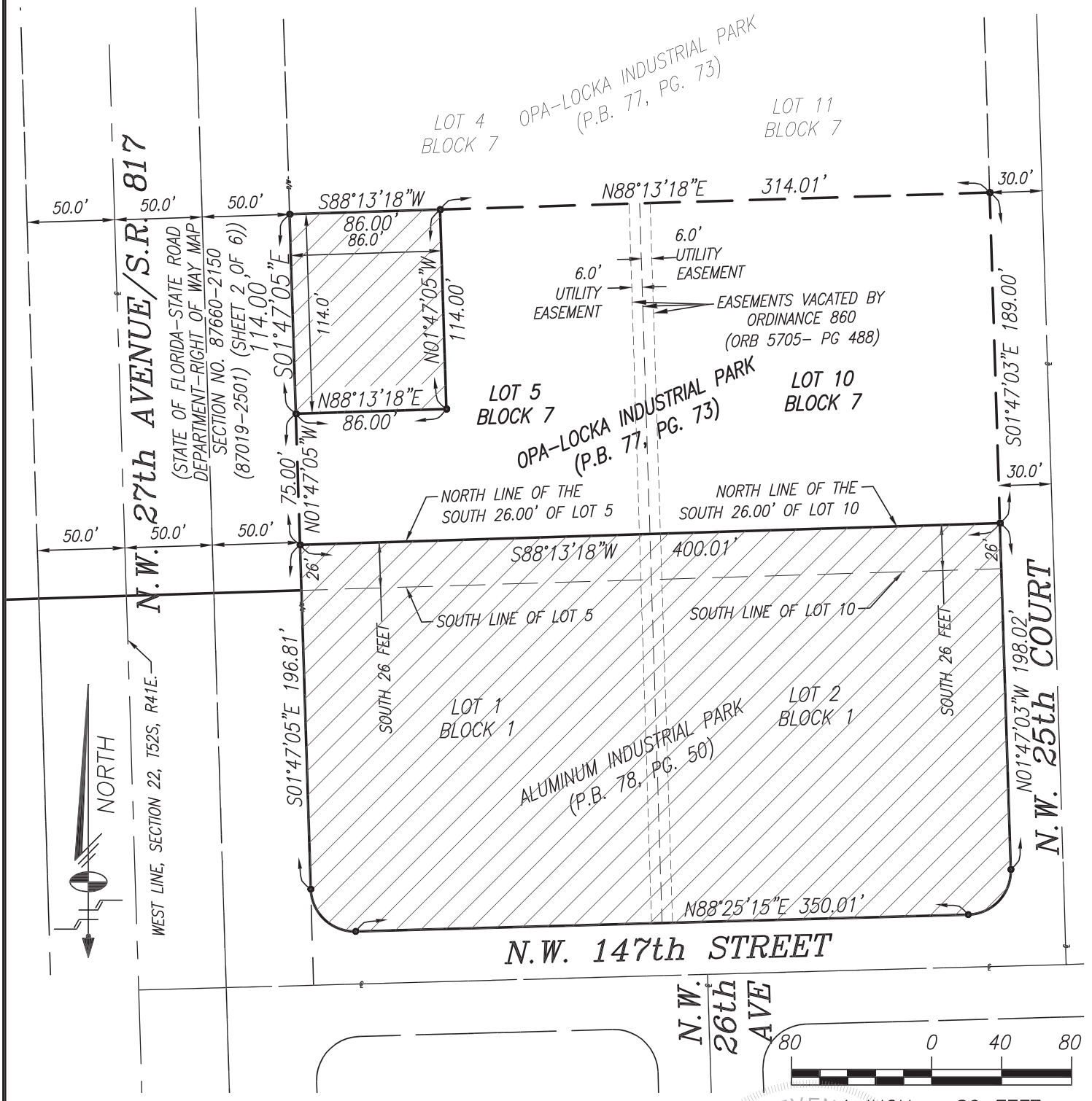
GUILLERMO MAGNUM MAZON
Notary Public - State of Florida
Commission # HH 284975
My Comm. Expires Jul 7, 2026
Bonded through National Notary Assn.

Notary Public, State of Florida

My Commission expires: 07-07-26

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PARCEL



1 INCH = 80 FEET

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

SCALE 1"=80'

SHEET 1 OF 2 SHEETS

REVISIONS

Schwebke-Shiskin & Associates, Inc.
LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025
PHONE No.(954)435-7010 FAX No. (954)438-3288

ORDER NO. 214848

DATE: MARCH 23, 2022

THIS IS NOT A " BOUNDARY SURVEY"

CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION:

Mark Steven Johnson

MARK STEVEN JOHNSON, PRINCIPAL

FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

MARK STEVEN JOHNSON LICENSE NO. 4775 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

K:\225241\OPA-LOCKA INDUSTRIAL PARK\SKETCH AND LEGALS\LOT 1 AND LOT 2.DWG

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

PARCEL

LOT 1 AND LOT 2 IN BLOCK 1, "ALUMINUM INDUSTRIAL PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 78, PAGE 50, OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA.

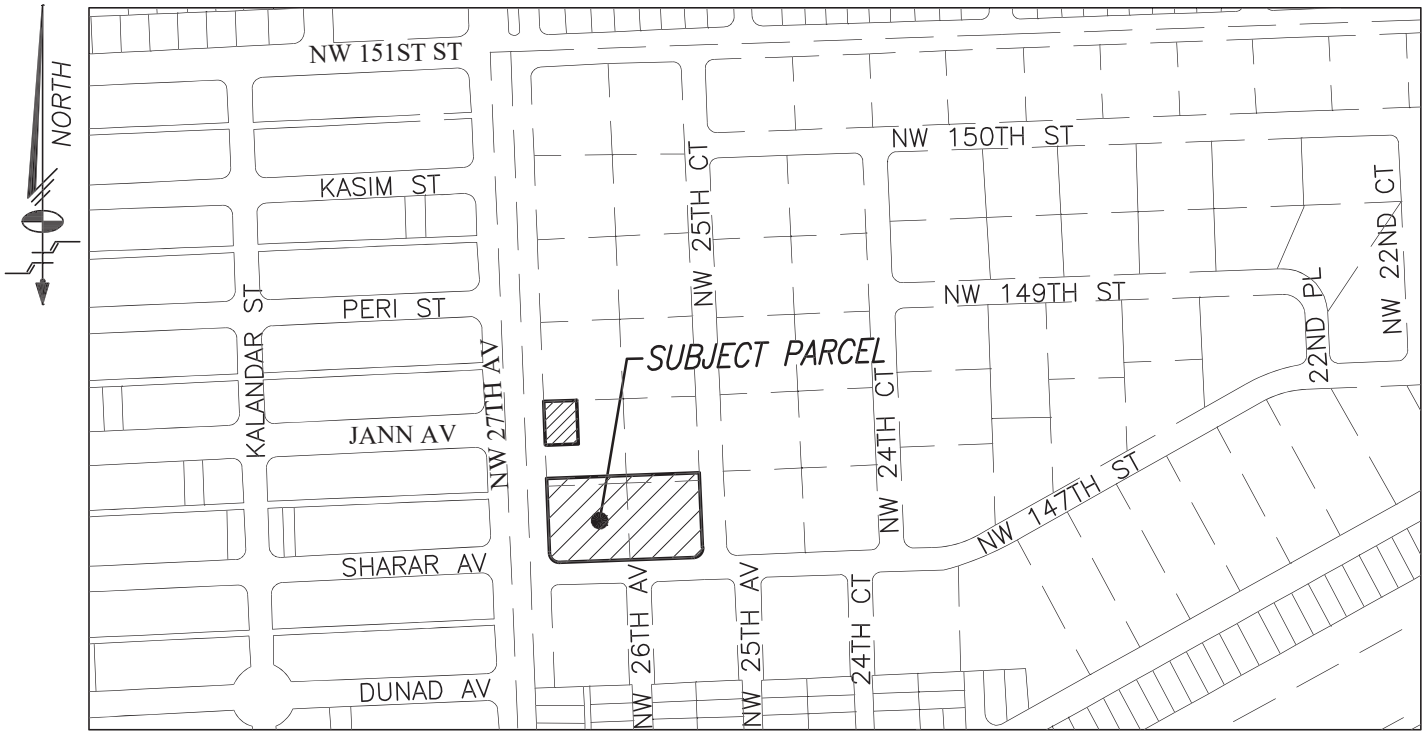
TOGETHER WITH:

THE SOUTH 26.00 FEET OF LOT 5 AND THE SOUTH 26.00 FEET OF LOT 10 IN BLOCK 7, "OPA–LOCKA INDUSTRIAL PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 77, PAGE 73, OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA.

TOGETHER WITH:

THE NORTH 114.00' OF THE WEST 86.00' OF SAID LOT 5, BLOCK 7 "OPA–LOCKA INDUSTRIAL PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 77, PAGE 73, OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA.

LYING AND BEING IN SECTION 22, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI–DADE COUNTY, FLORIDA.



SCALE 1"=500'

LOCATION SKETCH

A PORTION OF SECTION 22–52S–41E
MIAMI–DADE COUNTY, FLORIDA.

LEGEND:

P.B.	DENOTES PLAT BOOK
PG.	DENOTES PAGE
℄	DENOTES CENTERLINE
	DENOTES SUBJECT PARCEL

NOTES:

1) BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF N01°47'05"W ALONG THE WEST BOUNDARY LINE OF SAID LOT 1, BLOCK 1.
2) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.
3) THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITY (ENTITIES) NAMED HEREON ONLY. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
4) AREA OF PARCEL AS DESCRIBED: ±98,503 SQ.FT. (± 2.261 ACRES).
5) ORDERED BY: WELLSPRING, LLC.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

Schwebke-Shiskin & Associates, Inc.
LAND SURVEYORS–ENGINEERS–LAND PLANNERS – 3240 CORPORATE WAY–MIRAMAR, FL 33025
PHONE No.(954)435–7010 FAX No. (954)438–3288

ORDER NO. 214848
DATE: MARCH 23, 2022
THIS IS NOT A " BOUNDARY SURVEY"
CERTIFICATE OF AUTHORIZATION No. LB–87

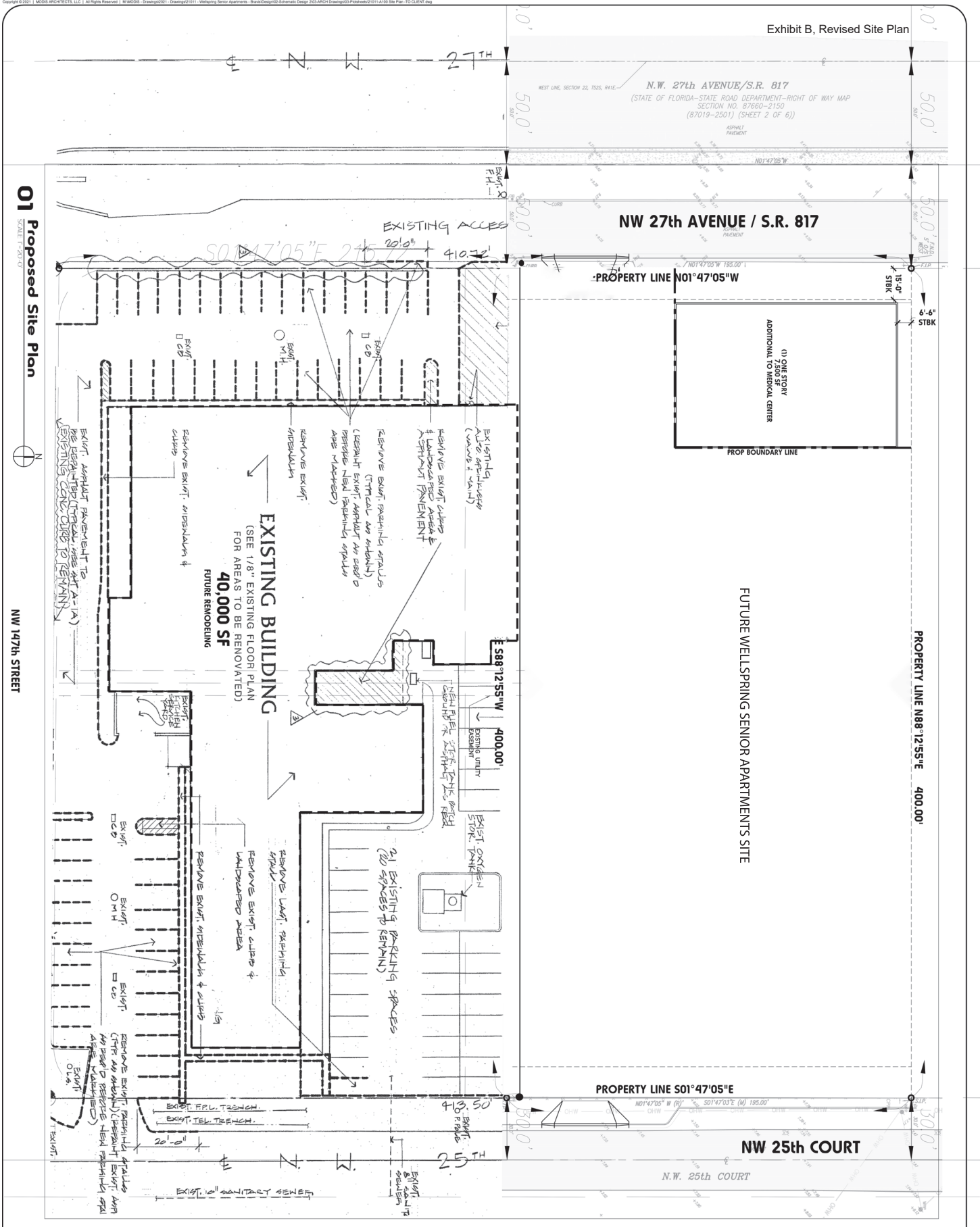
PREPARED UNDER MY SUPERVISION:
Mark Steven Johnson
MARK STEVEN JOHNSON, PRINCIPAL
FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

MARK STEVEN JOHNSON LICENSED PROFESSIONAL SURVEYOR AND MAPPER No. 4775 STATE OF FLORIDA

REVISIONS

K:\225241\OPA–LOCKA INDUSTRIAL PARK\SKETCH AND LEGALS\LOT 1 AND LOT 2.DWG

Copyright © 2021 | MODIS ARCHITECTS, LLC | All Rights Reserved | M:\MODIS - Drawings\2021 - Drawings\21011 - Wellspring Senior Apartments - Bravo\Design\02-Schematic Design 2\03-ARCH Drawings\03-Plotsheets\21011-A100 Site Plan -TO CLIENT.dwg



01 Proposed Site Plan
SCALE 1"-20'-0"

THIS DRAWING IS THE PROPERTY OF MODIS ARCHITECTS, LLC AND IS NOT TO BE REPRODUCED OR COPIED IN WHOLE OR IN PART WITHOUT THE PRIOR WRITTEN CONSENT OF MODIS ARCHITECTS, LLC. THIS DRAWING IS ONLY TO BE USED FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN AND IS NOT TO BE USED FOR ANY OTHER PROJECT. SCALES ARE AS STATED. THE CONTRACTOR SHALL CAREFULLY REVIEW ALL DIMENSIONS AND CONDITIONS SHOWN HEREON AND AT ONCE NOTIFY THE ARCHITECT AS TO ANY ERRORS, OMISSIONS, AND/OR INCONSISTENCIES HE/SHE MAY DISCOVER. COPYRIGHT © 2019 MODIS ARCHITECTS, LLC

sheet number : **A100**
SITE PLAN SUBMITTAL
phase : As Shown
drawing scale : AT
drawing date : 03/19/2021
project number : #21011
drawn by :
proj. manager :
drawing data : **PROPOSED SITE PLAN**
revisions :

ROBERT K. MORISETTE, AIA, NCARB, LEED AP BD+C, CDP
FLORIDA REGISTERED ARCHITECT # AR 93239

project info :
Well Spring Senior Apartments
New Construction
-

MODIS architects
4955 SW 75th Avenue
Miami, Florida 33155
Florida Corp.
t. 786.879.8882
f. 786.350.1515
AA#26001777
e. MODIS@MODISarchitects.com

11,750.00

1985 AUG -5 PM 2:27 85R236984

10,515.00

OFF REC 12594 PG 2522

WARRANTY DEED

THIS INDENTURE, Made the 5th day of August, 1985, BETWEEN NORTH DADE REALTY, INC., a Florida corporation existing under the laws of the State of Florida, of the first part and DADE COUNTY, a Political Subdivision of the State of Florida whose permanent address is 111 Northwest 1st Street, City of Miami, the County of Dade, State of Florida, of the second part,

WITNESSETH, That, the said party of the first part, for and in consideration of the sum of Ten Dollars ($10.00), lawful money of the United States of America and other good and valuable consideration, to it in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, and sold unto the said party of the second part, and its assigns forever, the following described land, situate, lying and being in the County of Dade, State of Florida, and more particularly described as follows:

PARCEL I: Lots 5 and 10 in Block 7 of OPA-LOCKA INDUSTRIAL PARK, according to the Plat therof, as recorded in Plat Book 77 at Page 73, of the Public Records of Dade County, Florida.

PARCEL II: Lots 1 and 2 in Block 1 of ALUMINIUM INDUSTRIAL PARK, according to the Plat thereof, as recorded in Plat Book 78 at Page 50 of the Public Records of Dade County, Florida.

SUBJECT TO:

Taxes for the year 1985 and subsequent years, zoning, restrictions and prohibitions imposed by governmental authority, restrictions, reservations and easements of record, matters appearing on the plat or otherwise common to the subdivision,

And the said party of the first part does hereby fully warrant the tile to said land, and will defend the same against the lawful claims of all persons whomsoever.

$ 11,750.00 Documentary Stamps Collected
Dade County
Richard P. Brinker
Clerk, Circuit & County Courts
By W Angel 8-5-85

$ 10,515.00 SURTAX Documentary Stamps Collected
Dade County
Richard P. Brinker
Clerk, Circuit & County Courts
By W Angel 8-5-85

NC

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, the day and year above written.

Signed, sealed and delivered in the presence of us:

NORTH DADE REALTY, INC.

By: _____ (Seal)
Arnold a. Oper, President

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

On this day personally appeared before me, ARNOLD A. OPER to me well known and known to me to be the President of NORTH DADE REALTY, INC., described in and who executed the foregoing deed of conveyance, and acknowledged that he executed the same for the purpose therein expressed, whereupon it is prayed that the same may be recorded.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal, this 5th day of August, A.D. 1985.

(Seal)

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires October 21, 1985
Bonded thru Maynard Bonding Agency

This Instrument prepared by:

This instrument prepared by:
KENNETH J. WEIL
FLOYD PEARSON RICHMAN
GREER WEIL ZACK & BRUMBAUGH, P.A.
Twenty-Fifth Floor
One Biscayne Tower
Miami, Florida 33131
Phone: 377-0241

RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA
RICHARD P. BRINKER
CLERK CIRCUIT COURT

EXHIBIT "D"

RESPONSIBLE WAGES

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 CFR 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) 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) 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

(a) The Tenant, Subtenants, and/or any of their subcontractors, are 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

(b) The Tenant, Subtenants, 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 CFR 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

(c) The Tenant, Subtenants, 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

(d) Provide that there may be withheld from the Tenant or Subtenant so much of accrued payments as may be considered necessary by the contracting officer to pay to employees employed by the Tenant or Subtenant (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, Subtenant, and/or any of its contractors, subcontractors and/or their agents; and

(e) The Tenant, Subtenants, 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

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

(g) 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. As to Responsible wages, the Davis-Bacon Act applies (40 U.S.C. 276(a)) and the County Code Section 2-11 of the Miami-Dade County Code does not apply.

(h) The Tenant, Subtenant, 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 SBD monitoring the Project, including the inspection and/or audit of any and all books, records and/or documents, to ensure that the Tenant, Subtenant, 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.

(i) 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) The Miami-Dade Department of Small Business Development ("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 Subtenant (or contractor or subcontractor under the Tenant and/or Subtenant) when it determines based on such investigation that the Tenant or Subtenant (or contractor or subcontractor) has not complied with the requirements of Section 2-11.16;

(ii) The Tenant, Subtenant, 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, Subtenant, 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, Subtenant, 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, Subtenant, 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, Subtenant, 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 or Subtenant. Further should the Tenant, Subtenant, 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.

Exhibit “E”- Removed

EXHIBIT "F"
FORM OF CERTIFIED JOBS ANNUAL REPORT

Job Certificate
[To Be Placed On Company Letterhead]

Company Name: _____

Mailing Address: _____

_____

Primary Contact Name: _____

Primary Contact Title: _____

Phone: _____ Email: _____

Date Job Maintenance Period Began: _____

_____ Date Job Maintenance Period Ends: _____

_____ Reporting Period of this Certificate: _____

_____

This Certificate must be completed to document the number of Certified Jobs located at the Project during the Reporting Period as required in the Lease. This page of the Job Certificate must be completed. Exhibit "E-1" to this Job Certificate must be based upon a report run from the Company's HR system and be based upon RT-6 filings with the State of Florida. The County's rights to audit the Company's records supporting the information provided in this Job Certificate are set forth in Section 23.14 of the Lease.

I hereby certify that the information in this Job Certificate and any accompanying documents is true and correct to the best of my knowledge, information and belief based upon Company records and based upon the RT-6 filings with the State of Florida. (Please include a signature from a Vice President or higher ranking officer

EXHIBIT "F-1"

Signature: _____

Print Name: _____

Title: _____

TO JOB CERTIFICATE

Direct Jobs

The Lease (Lease) contains Minimum Development Requirements in Section 4 and Failure to Cure Default by Tenant in Section 19.2, which state that a total of 38 new jobs must be first be created and certified no later than October 15, 2026. Additionally, the 38 new jobs must be certified on the First Reporting Date, Second Reporting Date, Third Reporting Date and Fourth Reporting Date as defined in Section 4.04(C) of the Lease along with the calculation of the average annual salary of the 38 new jobs over the immediately preceding two years to the anniversary date.

The 38 jobs requirement will be satisfied once at least 68,400 hours are worked during each year of the Reporting Period.

Total hours worked during the "Job Requirement" Reporting Period _____

Average hourly wages paid without qualifying health benefits $_____

Average hourly wages paid with qualifying health benefits $_____

EXHIBIT "G"
COMMUNITY BENEFITS

Phase I: Medical Office Complex

Tenant acknowledges and agrees that this Project is meant to be an economic catalyst for the Area and for the residents residing within the Area. "Area" is defined to mean the land, improvements, residents, and business located or residing within the geographic boundaries of the District 1. As such, Tenant agrees to operate and maintain the following services or other like type services considered appropriate to a Medical Office Complex, at the defined start date listed in section 4.1(C) and throughout the term of the lease.

(a) Ensure that each sublessee provides quality care and good customer service by continually monitoring customer/patient satisfaction. Good Customer Service is the average review/rating for services received, which is eighty (80) percent positive, at minimum. i.e. Reviews/ratings can include any public forum such as google reviews, healthgrades.com, or vitals.com.

(b) Maintain a job training program in the Community Services Center to provide training and certification for entry level positions in health services such as administrative assistant, pharmacy technician and medical assistant. Graduates of the program shall receive preferential scoring in the hiring process and residents of Opa-Locka shall receive preferred access to the program.

(c) Reserve five (5) percent of entry level positions for employment by Opa-Locka residents

(d) Partner with the City of Opa-Locka to conduct an annual job fair

(e) Provide benefits to full-time employees which shall include:
1) No less than 50% of the health insurance coverage premium
2) 401k plan and contribution
3) Accrued paid time off
4) Employees who maintain permanent residence within the City of Opa-locka city limits, or reside within 2 miles of the complex shall receive an annual bonus of five (5) percent of the employee's annual salary

(f) Include language in its construction contract(s), that the construction manager and/or the contractor, as applicable, will aspire to have as many local workers for the Project residing in the Area, and local firms working on the Project whose principal place of business is in the Area, and as reasonably practical, aspire to have at least 65% of the construction workers for the Project be residents of the Area.

(g) Include language in its construction contract(s) that the construction manager and/or the contractor, as applicable, will aspire to give priority to SBE entities

whose principal place of business is in the Area of the Project, with a goal of hiring at least three local sub-contractors that will agree to hire and train residents residing in the Area.

(h) Not disqualify a potential subcontractor or employee based solely on a prior incarceration.

(i) Aspire to have a firm(s) hired for A/E services on the Demised Premises be firm(s) whose principal place of business is within the Area.

(j) Aspire to have a firm(s) hired for construction services on the Demised Premises be firm(s) whose principal place of business is within the Area.

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

EXHIBIT H
GENDER NEUTRAL SIGNAGE

MEMORANDUM

Agenda Item No. 11(A)(17)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: November 1, 2016

FROM: Abigail Price-Williams County Attorney

SUBJECT: Resolution directing the County Mayor and the Public Health Trust to identify all single occupancy restrooms located in buildings and facilities that are owned, operated or leased by the County and the Public Health Trust and to replace any gender signage with gender neutral/gender inclusive signage on or near the opening of such single occupancy restrooms

Resolution No. R-1054-16

A substitute was presented and forwarded to the BCC with a favorable recommendation at the 10-13-16 Economic Prosperity Committee. This substitute differs from the original in that it: (1) clarifies that the signage to be placed on each single occupancy restroom must be both gender neutral and gender inclusive, which shall be subject to funding availability; (2) provides a substitute Exhibit "B" and a new Exhibit "D" depicting revised signage; (3) adds language that clarifies that all persons shall be afforded access to a single occupancy restrooms based on availability and regardless of their race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, status as a victim of domestic violence, dating violence or stalking, familial status, gender identity, gender expression, or sexual orientation; and requires the joint report to identify any funding that may be needed to accomplish the purposes of the resolution.

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman and Co-Sponsor Commissioner Audrey M. Edmonson.

Abigail Price-Williams
County Attorney

APW/smm

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: November 1, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(17)

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 _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(17)
11-1-16

RESOLUTION NO. R-1054-16

RESOLUTION DIRECTING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE AND THE PUBLIC HEALTH TRUST TO (1) IDENTIFY ALL SINGLE OCCUPANCY RESTROOMS LOCATED IN BUILDINGS AND FACILITIES THAT ARE OWNED, OPERATED OR LEASED BY THE COUNTY AND THE PUBLIC HEALTH TRUST AND TO REPLACE ANY GENDER SIGNAGE WITH GENDER NEUTRAL/GENDER INCLUSIVE SIGNAGE ON OR NEAR THE OPENING OF SUCH SINGLE OCCUPANCY RESTROOMS; (2) TAKE APPROPRIATE STEPS TO ENSURE THAT COUNTY AND PUBLIC HEALTH TRUST EMPLOYEES ARE MADE AWARE OF THIS RESOLUTION, TO INCLUDE A PROVISION IN ALL COUNTY AND PUBLIC HEALTH TRUST FUTURE LEASES AND AGREEMENTS TO REQUIRE TENANTS TO COMPLY WITH THIS RESOLUTION, AND TO ENSURE THAT ALL PERSONS ARE AFFORDED ACCESS TO SUCH SINGLE OCCUPANCY RESTROOMS BASED ON AVAILABILITY UNLESS SUCH DENIAL IS BASED ON SECURITY OR OTHER NONDISCRIMINATORY REASONS; AND FURTHER DIRECTING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE AND THE PUBLIC HEALTH TRUST TO PROVIDE A JOINT REPORT

WHEREAS, it is a paramount duty of Miami-Dade County to ensure that all residents and visitors have safe access to public services, including restrooms; and

WHEREAS, gender-segregated restrooms may impede the ability of some residents or visitors to access public restrooms by creating uncomfortable and unsafe spaces, thereby denying them full access to public life; and

WHEREAS, for instance, people with disabilities and the elderly are not able to bring their attendants or family members of a different gender into many gender-segregated multi-stall restrooms; and

WHEREAS, transgender and gender non-conforming individuals also report having been harassed or assaulted in gender-segregated multi-stall restrooms; and

WHEREAS, gender-segregated restrooms also have been sites of sexual orientation-based intimidation, harassment, and assault; and

WHEREAS, gender-neutral >>/gender inclusive<<[1] restrooms promote diversity and foster an environment that acknowledges, appreciates, respects, and creates equal opportunity for our diverse community; and

WHEREAS, cities, such as Miami Beach, San Francisco, Philadelphia, Seattle, Washington, D.C., West Hollywood, California, and Austin, Texas, have passed measures related to gender-neutral >>/gender inclusive<< restrooms in public and private facilities; and

WHEREAS, further, more than 150 colleges and universities across the country have instituted similar measures; and

WHEREAS, this Board upholds the value of inclusion and a commitment to diversity and non-discrimination; and

WHEREAS, this Board acknowledges that it has a responsibility to expand access to gender neutral >>/gender inclusive<< restrooms in in buildings and facilities owned, operated or leased by the County and the Public Health Trust; and

WHEREAS, this Board believes that gender-neutral >>/gender inclusive<< restrooms in in buildings and facilities owned, operated or leased by the County and the Public Health Trust should provide County and Public Health Trust employees and the general public with safe access; and

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[1] The differences between the substitute and the original item are indicated as follows: Words stricken through and/or [[double bracketed]] shall be deleted, words underscored and/or >>double arrowed<< are added.

WHEREAS, this Board wishes to have all single occupancy restrooms be identified as gender-neutral >>/gender inclusive<< restrooms in buildings and facilities owned, operated or leased by the County and the Public Health Trust,

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

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

Section 2. This Board directs the County Mayor or the County Mayor's designee and the Public Health Trust (1) to identify all single occupancy restrooms located in buildings and facilities owned, operated, or leased by the County and the Public Health Trust; (2) to determine if the signage identifying such single occupancy restrooms is gender neutral >>/gender inclusive<<; and (3) if such signage is not gender neutral >>/gender inclusive<<, to replace such signage >>,subject to funding availability,<< with gender neutral >>/gender inclusive<< signage on or near the opening of such single occupancy restrooms, in substantially the forms depicted in Exhibits "A," "B," [[~~and~~]] "C," >>and "D,"<< which are attached hereto and incorporated herein by reference. For purposes of this resolution the term "single occupancy restrooms" shall mean any restroom with a locking door intended to serve only one occupant at a time.

Section 3. This Board further directs the County Mayor or the County Mayor's designee and the Public Health Trust to take appropriate steps to ensure that all County and Public Health Trust employees are made aware of this resolution.

Section 4. This Board further directs the County Mayor or the County Mayor's designee and the Public Health Trust to include a provision in all future leases and agreements requiring tenants occupying County-owned or Public Health Trust buildings or facilities to comply with the requirements of this resolution.

Section 5. The County Mayor or the County Mayor's designee and the Public Health Trust shall further take steps to ensure that [[~~no person is denied access~~]] >>all persons are afforded << access to such single occupancy restrooms >>based on availability and<< regardless of their race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, status as a victim of domestic violence, dating violence or stalking, familial status, gender identity, gender expression, or sexual orientation. Notwithstanding the foregoing, access to a single occupancy restroom located in a secured building, facility or area of such building or facility that is not generally opened to the public may be denied for security or other nondiscriminatory reasons.

Section 6. The County Mayor or the County Mayor's designee and the Public Health Trust shall provide a joint report to this Board regarding the steps taken to comply with this resolution. >>The joint report shall also identify any funding that may be needed to accomplish the purposes of this resolution.<< The County Mayor or County Mayor's designee and the Public Health Trust shall provide the joint report to this Board within 90 days of the effective date of this resolution and shall place the completed report on an agenda of the Board pursuant to Ordinance No. 14-65.

The Prime Sponsor of the foregoing resolution is Commissioner Sally Heyman and the Co-Sponsor is Commissioner Audrey M. Edmonson. It was offered by Commissioner **Esteban L. Bovo, Jr.**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman		aye	
Esteban L. Bovo, Jr., Vice Chairman		aye	
Bruno A. Barreiro	absent	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Sally A. Heyman	aye	Barbara J. Jordan	absent
Dennis C. Moss	absent	Rebeca Sosa	aye
Sen. Javier D. Souto	aye	Xavier L. Suarez	absent
Juan C. Zapata	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of November, 2016. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

EXHIBIT "A"

EXHIBIT "B"

EXHIBIT "C"

EXHIBIT "D"

INDEMNIFICATION AND INSURANCE

Tenant shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement 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 County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

INSURANCE

Tenant shall maintain coverage as required in A - C below throughout the term of this agreement. Tenant shall furnish to **Risk Management Division. 111 NW 1st St Suite 2340 Miami FL 33128**, Certificate(s) of Insurance evidencing insurance coverage that meets the requirements outlined below:

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

B. Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence $2,000,000 aggregate. **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 in an amount not less than $1,000,000 combined single limit.

DESIGN STAGE

In addition to the insurance required in A – C above, a certificate of insurance must be provided as follows:

D. Professional Liability Insurance in the name of the Tenant or the licensed design professional employed by Tenant in an amount not less than $1,000,000 per claim. If policy provided is in claims-made form, insurance shall be maintained for a period of three (3) years after the County's acceptance. Policy must include faulty design.

CONSTRUCTION PHASE

In addition to the insurance required in A – D above, Tenant shall provide, or cause its contractors to provide, policies indicating the following type of insurance coverage prior to commencement of construction:

E. Completed Value Builders' Risk Insurance on an "All Risk" basis in an amount not less than one hundred (100%) percent of the completed value of the project and shall include coverage for the replacement value of any existing structure(s).
The policy shall be in the name of Miami Dade County and Tenant or General Contractor.

OPERATION PHASE

In addition to the insurance required in A – C above, the following coverage will be required from the Proposer or the Proposer's Subcontractor:

F. Property Insurance Coverage on an all-risks or special perils basis to include wind and flood in an amount not less than one hundred (100%) percent of the replacement cost of the building(s) or structure(s). Miami-Dade County must be named as a Loss Payee with respect to this coverage.

G. Professional Liability Insurance in the name of the Tenant or the Sublessee in an amount not less than $1,000,000 per claim.

CONTINUITY OF COVERAGE

Tenant shall be responsible for assuring that the insurance documentation required in conjunction with this section remain in force for the duration of the agreement period, including all option years. The Proposer will be responsible for submitting renewal insurance documentation 30 days prior to expiration.

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 as to management and financial strength:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to strength, by A.M. Best Company, Oldwick, New Jersey.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI FL 33128

RIGHT TO EXAMINE

The Risk Management Division of Miami-Dade County, Internal Services Department reserves the right, upon reasonable notice, to examine the original or true copies of policies (including but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of insurance coverage. The County reserves the right to reasonably amend insurance requirements throughout the duration of this agreement.

GROUND LEASE

(AFFORDABLE HOUSING AT 14701 N.W. 27th AVENUE)

THIS GROUND LEASE (the "**Lease**"), dated as of the _____ day of _____, 2023 ("**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 "**Landlord**"), and Wellspring LLC, a Colorado limited liability company, authorized to transact business in the State of Florida as Wellspring Apartments LLC, a foreign limited liability company, which is also authorized to do business in the State of Florida, having its principal office and place of business at 191 Peachtree Street, N.E., Suite 4100, Atlanta, Georgia 30303 (hereinafter called the "**Tenant**").

WITNESSETH:

A. The Landlord owns and controls certain real property located at 14701 N.W. 27 Avenue, Opa Locka, Florida 33054, identified by Folio Number: 08-2122-026-0010, as more particularly described and illustrated in Exhibit "A" attached hereto and made a part hereof (the "**Demised Property**").

B. On or about August 31, 2020, the Landlord, through its Board of County Commissioners ("**Board**") approved Resolution R-822-20, which, among other things, approved a Lease Agreement between the Landlord and Wellspring Community Resources, Inc., a Florida not-for-profit corporation, for the development of a medical office complex, along with affordable housing, on the Demised Property, for a term of thirty (30) years, with two (2) fifteen (15) year renewal option periods; and

C. On or about April 18, 2023, the Board approved Resolution R-372-23, which, among other things, approved the issuance of multifamily housing revenue debt obligations, by the Housing Finance Authority of Miami-Dade County, in an amount not to exceed Twenty Million ($20,000,000.00) Dollars for the construction and development of a multifamily residential housing structure, consisting of approximately ninety-nine (99) units of rental housing, to be occupied by elderly persons or families of low, moderate or middle income households, on a portion of the Demised Property, described as 14703 N.W. 27 Avenue, Opa Locka, Florida 33054; and

D. The Landlord and Tenant hereby acknowledge and agree that the existing Lease Agreement ("**Existing Lease**"), which was approved by Resolution R-822-20, is no longer acceptable, in part, because the types of funding needed for the renovation of the existing medical office complex is distinctly different from the funding for a new multifamily housing structure, and as a result, the parties have elected to bifurcate the uses and leasehold interest, by terminating the Existing Lease, and entering into new and separate agreements, which include a lease for a portion of the Demised Property, strictly for the medical office complex, and the instant Lease for a different portion of the Demised Property, for the construction and development of the multifamily housing structure; and

E. The Landlord therefore desires to lease a portion of the Demised Property, as described in Section 2.40 and as further described in Exhibit "B" attached hereto and made a part hereof to the Tenant, in its "as-is" "where-is" condition, upon which the Tenant will develop and construct a residential housing structure, for elderly residents, on the Premises, as provided for in this Lease. The Tenant desires to lease the Premises, in its "as-is" where-is" condition, from Landlord for such purposes; and -

F. 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 in this Lease without being defined elsewhere herein shall have the definitions set forth in Article 2 hereof.

ARTICLE 1
PREMISES AND GENERAL TERMS OF LEASE

1.1 Lease of the Premises. For and in consideration of the rents, covenants and agreements specified herein, Landlord does hereby lease and demise unto the Tenant, its successors and assigns the Premises, and Tenant does hereby lease from Landlord the Premises subject to the terms, conditions and covenants of this Lease. The Landlord and Tenant agree that the Premises is approximately **1.51 acres** and that this is only an approximation of the size as the Premises has not been surveyed or measured by the Landlord, prior to the Commencement Date, as described below. Moreover, the Tenant has visited and inspected the Premises and has determined that the Premises is of sufficient size for its intended purpose.

1.2 Survey and Legal Description. No later than the earlier of (a) the Financing Date, as described below, or (b) the date of submission of the 50% Plans and Specifications, as later described below, the Tenant shall, at its sole cost and expense, obtain a current certified boundary survey of the Premises, as later described below, prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Tenant and the Landlord. The survey shall contain a certification of the number of square feet contained in the Premises. The survey shall be subject to the Landlord's approval, and if the Landlord has any comments and/or proposed modifications to the survey, the Landlord shall provide such comments and/or proposed modifications in writing to the Tenant within fifteen (15) business days from the date of submittal of the survey. The Tenant shall use its best efforts to incorporate said comments into a revised survey to be reviewed by the Landlord within fifteen (15) business days. The Tenant shall not proceed until both parties are in agreement. Once finalized, the survey showing the Premises shall be attached to this Lease as Exhibit "B-1," and made a part hereof.

1.3 Notwithstanding anything contained to the contrary in the Lease, the Premises has been inspected by the Tenant and the Tenant understands and agrees that the Premises is being provided by the Landlord to the Tenant in its "AS-IS" "WHERE-IS" condition. The Tenant accepts the Premises in its "as-is" and "where-is" condition, with any and all faults, and understands that the Landlord has not and does not offer any implied or expressed warranty as to the condition of the Premises.

1.4 Term of Lease.

a.) **Commencement Date**. This Lease shall become effective on the first (1st) day of the month following its approval by the Board, and the expiration of the ten (10) day veto period by the County Mayor; and if vetoed by the County Mayor, it shall only become effective upon override by the two-thirds (2/3) vote of the Board, and the execution and dating of this Lease by the Landlord ("**Commencement Date**").

b.) **Term**. The initial 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, with or without notice to the Tenant (as the same may be extended pursuant to Section 1.4(c), hereinafter the "**Expiration Date**"), unless earlier terminated as provided for herein, and as further described below. As of the Expiration Date, or earlier termination of the Term, the Premises shall automatically revert back to Landlord, and all improvements thereon (except Tenant's or third-parties' removable personal property or fixtures, as described in this Lease below)

shall become the property of the Landlord, and without any type of compensation, payment, and/or obligation to the Tenant.

c.) **Renewal Term**. The parties hereby mutually agree that in addition to the initial Term of this Lease, the Tenant shall have the right to extend the Term with two (2) additional renewal option periods of five (5) years each, so long as the Tenant is not in default of any of the terms and conditions of this Lease at the time the Tenant exercises its right to renew this Lease. The Tenant's right to exercise either renewal option shall be limited to the last two (2) years of the then existing term of this Lease, but must be exercised no later than one hundred eighty (180) calendar days before the Expiration Date. The actual renewal of this Lease shall commence on the day following the expiration of the previous Term of this Lease. The terms and conditions of this Lease during the renewal term shall be the same terms and conditions as are applicable during the initial Term of this Lease, including that the Tenant shall be required to continue to pay Rent, as described below, to the Landlord.

d.) **Possession**. The Landlord shall deliver possession of the Premises on the Commencement Date, at which time the Tenant shall take possession thereof. The Landlord and Tenant further agree that after the Commencement Date the Tenant shall, in accordance with the terms and conditions of this Lease, have the permission, without the prior written consent of the Landlord, to enter upon the Premises for the purpose of conducting investigations and assessments of the Premises, and performing the actual construction of the residential housing structure, with having first secured any and all requisite Permits, as described below. Further, as of the Commencement Date, the Tenant shall be solely responsible for securing and maintaining the Premises, including, but not limited to, landscaping and removing any and all debris and/or trash from the Premises, any adjacent swale (or right-of-way) area, graffiti removal, pest control, sidewalk repair and/or replacement, fence repair and/or replacement, repair and/or replacement of utility lines and utilities, concrete and asphalt repair and/or replacement, and any environmental testing and/or cleanup.

1.5 Expiration Date.

a.) The Tenant agrees that not only shall this Lease expire on the Expiration Date without the necessity of any notice from either the Landlord or the Tenant to terminate the same, but also the Tenant waives any notice to vacate or quit the Premises, and agrees that the Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Premises from the Tenant holding over to the same extent as if statutory notice had been given. The Tenant agrees that if it fails to surrender the Premises at the end of the Term, or any renewal thereof, the Tenant, in addition to any other liability, penalty, and/or obligation shall be liable to the Landlord for any and all actual damages which the Landlord shall suffer by reason thereof, and the Tenant will indemnify the Landlord against any and all claims and demands made by any succeeding tenants and/or developers against the Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant and/or developer.

b.) If the Tenant shall be in possession of the Premises after the Expiration Date, as extended, in the absence of any agreement extending the Term of this Lease, the tenancy under this Lease shall become one of month-to-month, terminable by either party on thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Lease and shall be subject to two hundred (200%) percent of the previous Rent, which was in effect on the Expiration Date, based upon the terms and conditions found in Article 3 of this Lease.

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 any and all other costs and expenses relating to the Premises, 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 either paid by the Landlord, which are to be reimbursed by the Tenant, or otherwise for an amount owing to the Landlord, as further described in Section 3.5 of this Lease.

2.2 **Affordable Housing** shall mean housing that is affordable to natural persons or families whose total annual household incomes do not exceed sixty (60%) percent 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 requirement that the housing cost for residents is at or below thirty (30%) percent of a resident's household income, or such other amount as may be allowed or required by United States Department of Housing and Urban Development.

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, which is calculated by household size for each metropolitan area, and parts of some metropolitan areas. 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 Premises. As-Built Plans are the Plans and Specifications and Construction Documents 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 all structures, 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) to be erected on, above, or below the Premises, 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 of Occupancy issued by the governmental agency and/or department authorized to issue a temporary or permanent 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 and Ordinances. The issuance of any temporary Certificate of Occupancy shall be followed by a permanent Certificate of Occupancy within one hundred eighty (180) calendar days of issuance.

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

2.9 **Commencement Date** shall be the date on which this Lease becomes effective in accordance with Section 1.4, above.

2.10 **Commencement of Construction** and **Commenced Construction**, when used in connection with construction of the Project, shall mean the later of the filing of the notice of commencement under *Florida Statutes*, Section 713.13, and the visible start of construction work on the Premises for 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 required building Permits for the work being done on the Premises, specifically for the Project and in accordance with the Development Concept. Commencement of Construction for the Project shall occur no later than six (6) months from the Commencement Date.

2.11 **Completion of Construction** shall mean the date a temporary Certificate of Occupancy is issued for the Project, provided that the final or permanent Certificate of Occupancy is issued within one hundred eighty (180) calendar days of any temporary Certificate of Occupancy. Further, Completion of Construction for the Project shall occur no later than August 31, 2025.

2.12 **Construction Documents** shall consist of final approved Plans and Specifications for the particular Building and/or Improvements, including the drawings and specifications which are in a format with sufficient detail, as required to seek and obtain the necessary Permits for such Building and/or other Improvements, and as further described in Article 4 of this Lease.

2.13 **Demised Property** shall mean that parcel of land, consisting of approximately 3.77 acres, having the address 14701 N.W. 27 Avenue, Opa locka, Florida 33054, identified by Folio Number: 08-2122-026-0010, and the air rights above the parcel along with any easements, rights-of-way and all appurtenances. Noticeably, only a portion of the Demised Property is leased to the Tenant, which is the Premises. The remaining portion of the Demised Property not leased to the Tenant is reserved onto the Landlord, including the leasehold interest, occupancy, full control, oversight, maintenance and use of that portion of the parcel, as needed for the medical office complex.

2.14 **Development Concept** shall mean and refer to the overall site plan, configuration of Building(s), along with any and all other Improvements and program summary, as articulated for the Project, as described and illustrated in Exhibit "C", which is attached hereto and incorporated herein by reference, and as may be amended or modified by the mutual written agreement of both Landlord and Tenant, and with the prior written consent of the Investor Member and the Senior Leasehold Mortgagee.

2.15 **Development Rights** shall mean, for purposes of the Premises and this Lease, the rights and privileges granted to the Tenant, pursuant to this Lease to Tenant to develop the Project.

2.16 **Elderly Housing** shall mean an age-restricted Affordable Housing 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(20), *Florida Statutes* and "Housing for Older Persons" in Section 760.29(4), *Florida Statutes*, and 42 U.S.C. § 3601, et seq., which permit residents of age 55 or older.

2.17 **Events of Default** shall be as defined in Section 18.1 (as to Events of Default by Tenant) and Section 18.7 (as to Events of Default by Landlord).

2.18 **Financing Date** shall mean the date that the Tenant closes on its financing for 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 November 30, 2023.

2.19 **Force Majeure** shall mean those events beyond the reasonable control of a party required to perform under this Lease, such as, but not limited to, labor strikes; acts of God; floods; fires; 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. All as further explained in Section 22.1 of this Lease. Notwithstanding the Force Majeure shall not include the Coronavirus disease (commonly known as the COVID-19 pandemic), and/or any of its variants that exist or may later emerge, irrespective of when such emergence shall occur.

2.20 **Foreclosure Purchaser** shall have the meaning ascribed to such term in Section 18.3 herein.

2.21 **Gross Revenues** shall mean all cash receipts of the Project from whatever source, including but not limited to, all operating and non-operating income with respect to the Project, all government subsidies, and any amounts released from reserves maintained by Tenant, if any, which are made available to the Tenant, rather than used for the purpose for which such reserve was created, but excluding (i) casualty and condemnation proceeds to the extent they are used for the reconstruction of the Project; and (ii) security deposits to the extent they are not applied to late payments or other sublessee obligations, but are held for return to sublessee;

2.22 **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. Notwithstanding the foregoing, the term hazardous materials shall not include: (i) commercially reasonable amounts of such materials used in the ordinary course of constructing and/or operating the Project which are used and stored in accordance with all applicable Laws and Ordinances; or (ii) oil in de minimis amounts typically associated with use of certain portions of the Premises for driving and parking of motor vehicles which are used, stored or released in accordance with all applicable Laws and Ordinances.

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

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

2.25 **Internal Revenue Code** shall mean the official consolidation and codification of the general and permanent tax laws of the United States of America, which is commonly referred to as the "IRS Code" or "IRS tax code," which laws are in Title 26 of the U.S. Code.

2.26 **Investor Member** shall mean PNC Middle Tier 6, LLC, a Delaware limited liability company, and its successors and/or assigns.

2.27 **Landlord** shall mean Miami-Dade County, a political subdivision of the State of Florida, through its Internal Services Department, or any successor department.

2.28 **Laws and Ordinances** shall mean any and all present and future applicable laws, ordinances, rules, regulations, authorizations, orders and requirements of all federal, state, county and municipal governments, the departments, bureaus, agencies, 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 and/or the Premises.

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

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

2.31 **Leasehold Mortgagee** shall mean collectively, the Senior Leasehold Mortgagee and any holder of a Leasehold Mortgage, 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; provided, however, if a Leasehold Mortgagee is not a Lender, such Leasehold Mortgagee shall be subject to the reasonable approval of Landlord.

2.32 **Lender** shall mean a recognized financial institution or government that makes offers and underwrites loans, or otherwise makes funds available to a person or business with the expectation that the funds will be repaid. Without limiting the generality of the foregoing, a recognized financial institution shall include, without limitation, a bank, savings and loan, pension fund, insurance company, savings bank, real estate investment trust, tax credit syndication entity, and/or other real estate investment or lending entity, whether such institution be local, national or an international institution/entity. Without limiting the generality of the foregoing, a government shall include, without limitation, a federal, state, county or municipal governmental agency or bureau, that provides funding for development projects.

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

2.34 **Mortgage** or **Mortgages** shall mean a loan(s) collateralized by the leasehold interest of the Tenant, and used to improve the Premises for the construction and/or renovation of the Project. The mortgage(s) can be a purchase money mortgage given back to the transferor, or is bridge financing, or another type of loan, reasonably acceptable to Landlord, given to the Tenant for the construction or renovation of the Project.

2.35 **Net Annual Cash Flow** shall mean, with respect to a Fiscal Year, Gross Revenues for such period less Project Expenses for such period, as certified and documented by Tenant and verified by Landlord to Landlord's reasonable satisfaction.

2.36 **Permit** or **Permits** 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.

2.37 **Plans and Specifications** shall mean the plans and specifications for all the work in connection with the demolition or alteration of existing structure(s), if any, and the alteration,

construction and development of the Project required to be done or performed hereunder and shall include any and all Improvements, changes, additions or modifications thereof, provided the same are approved as provided herein.

2.38 Premises shall mean that portion of the Demised Property, consisting of approximately 1.51 acres, representing the northern portion of the Demised Property, as further legally described in Exhibit "B", which is attached hereto and incorporated herein by this reference. The exact boundary lines of the Premises shall be illustrated in a boundary survey, as found in Exhibit "B-1." Further, should the Premises be divided and/or otherwise separated, in the future, from the Demised Property, the term Premises shall include any and all development rights available to the Tenant, as currently described in the term Demised Property.

2.39 Project shall mean the Premises and the overall development of the Premises, including a Building and the Improvements, according to the Development Concept and this Lease, substantially as described in Section 4.3 of this Lease, and in the final approved Plans and Specifications. The Project is a residential development, for the Term of this Lease, which will include no less than (or otherwise described as "a minimum of") ninety-nine (99) apartments, consisting of studios, one and two bedroom apartments, all of which shall be for Elderly Housing, and all of apartments shall meet the requirements of Affordable Housing. Further, the Tenant shall be permitted to construct more than the minimum number of ninety-nine (99) apartments, in accordance with Section 4.3(b) of this Lease, so long as all of the apartments are for Elderly Housing and the requirement is met for Affordable Housing.

2.40 Project Expenses shall mean all (i) independent third-party and customary costs and expenses paid in connection with the ownership and operation of the Project, (ii) payments of principal and interest on the Senior Leasehold Mortgage; and (iii) reserves required by the Senior Leasehold Mortgagee in accordance with its standard practices.

2.41 Rent shall mean the money due to the Landlord, by the Tenant, for the Tenant's use and occupancy of the Premises as provided in Article 3, and shall include Deferred Rent.

2.42 Senior Leasehold Mortgage shall mean during the construction phase of the Project that certain Project Loan Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing made by the Tenant in favor of the Housing Finance Authority of Miami-Dade County, Florida and assigned to The Bank of New York Mellon Trust Company, N.A., a national banking association ("**Fiscal Agent**"), and following Completion of Construction and conversion to the permanent financing phase, that certain Amended and Restated Multifamily Leasehold Mortgage, Assignment of Rents and Security Agreement made by the Tenant to Fiscal Agent, as fiscal agent for the Funding Lender as defined therein.

2.43 Senior Leasehold Mortgagee shall mean (a) PNC Bank, National Association, a national banking association ("**PNC**") during the construction phase of the Project, in which PNC is involved, and (b) following Completion of Construction and conversation to permanent financing, PNC, as seller/servicer of the Senior Leasehold Mortgage loan, and the Federal Home Loan Mortgage Corporation, and each of their successors and/or assigns.

2.44 Sublease Agreement shall mean any instrument pursuant to which all or any portion of the Premises is subleased, including but not limited to a grant by the Tenant to a sublessee for the right to develop a portion of the Project.

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

2.46 **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 (1) owner to the government, or governmental agency or authority.

2.47 **Tenant** shall mean Wellspring Apartments LLC, a foreign limited liability company, which entity is, and is also known as, Wellspring LLC, a Colorado limited liability company.

ARTICLE 3
RENT

3.1 **Rent**. The Tenant shall pay annual rent payments to the Landlord commencing on the earlier of ("**First Rent Payment Date**"): (a) the issuance of a Certificate of Occupancy for the Project or (b) May 31, 2025. Rent shall be due every January 1st thereafter during the Term of this Lease. The Rent due on the First Rent Payment Date shall be the amount of Fifty-four Thousand ($54,000.00) Dollars, and shall automatically increase annually thereafter at a rate of three percent (3%) per year over the prior year's rent payment. Rent shall be prorated based on days lapsed for any year during the Term other than a full Fiscal Year. Rent shall be paid by Tenant from available Net Annual Cash Flow. In the event Rent is not timely paid due to insufficient Net Annual Cash Flow, Tenant shall forthwith provide sufficient documentation to Landlord evidencing that insufficient Net Annual Cash Flow delayed the Tenant's payment of Rent, which shall be determined in Landlord's reasonable discretion. Any Rent which is not paid in a given year as a result of insufficient Net Annual Cash Flow shall bear interest at a rate of ten percent (10%) until paid (such unpaid Rent and the interest accrued thereon, the "Deferred Rent"). Deferred Rent shall roll-over and be deemed to be Rent due and payable on the following January 1st. The payment of Rent and all other payments due to Landlord shall be made payable by check or wire transfer, to the Landlord's Internal Services Department, and delivered to Miami-Dade County, Internal Services Department, Accounting Section, Suite 2460, Miami, Florida 33128.

3.2 **Late Payment of Rent**. Should Tenant have sufficient Net Annual Cash Flow to pay all or a portion of the Rent due from the Tenant, and for any reason whatsoever, fail to pay the partial or total, as applicable, Rent on the date that such Rent is due to the Landlord, the Tenant shall be responsible to immediately pay to the Landlord, in addition to the portion of the Rent due, a late fee, in an amount equal to ten percent (10%) of the amount of the unpaid portion of the Rent due and payable hereunder. Should the Tenant fail to pay the late fee, such late fee shall continue and be added to the amount of the Rent. Further, should the Tenant fail to pay the portion of the Rent due and any applicable late fee within thirty (30) calendar days of the due date the Tenant shall also be liable to the Landlord for interest on such unpaid Rent and late fee, at the compounding rate of ten percent (10%), and such interest shall commence at day thirty-one (31) and continue unabated while the delinquent amount remains unpaid. The interest and the penalty amounts are cumulative and the amount are compounded. Any late fee and/or interest shall be deemed as Additional Rent. For the avoidance of doubt, the penalties and compounding default interest under this Section 3.2 do not apply to Deferred Rent unless the same is not paid when due as provided in Section 16.11 or Section 18.1 below.

3.3 **Abatement of Rent, Set-off and Deduction**. The Tenant hereby acknowledges and agrees that the Tenant shall have no right to any type of set-off, reduction, deduction, reservation and/or abatement of Rent and/or Additional Rent for any reason whatsoever, unless such right is expressly described in this Lease. The Tenant further expressly agrees that time is of the essence with

regard to the payment of Rent and Additional Rent, and hereby agrees to timely pay any and all Rent and/or Additional Rent, and shall due so without stipulation, restriction, condition, reservation, deduction, or set-off.

3.4 Financing Date. The Tenant hereby agrees that it shall secure any and all financing, and/or funding, of any nature or type, for the entire Project, by November 30, 2023 (the "**Financing Date**"). The parties acknowledge and agree that in no event shall the Financing Date be later than November 30, 2023. Should the Financing Date not occur by November 30, 2023, then Tenant, shall notify the Landlord of such failure to secure financing and thereafter, the Tenant hereby agrees to terminate this Lease in writing within three (3) business days. Should the Tenant fail to terminate this Lease, within the required three (3) business days, for any reason whatsoever, then the Tenant shall be in default and this Lease shall automatically terminate, without any right to cure. The Landlord may, in its discretion, and through the County Mayor or Mayor's designee, extend the Financing Date by a time period not to exceed six (6) months, if Tenant can show, prior to November 30, 2023, that financing is imminent, but has been unavoidably delayed due to no fault of the Tenant. Such right by the Landlord to extend the Financing Date shall be strictly limited to a one (1) time right only. Further, the Tenant hereby acknowledges and agrees that it shall provide to the Landlord, without demand, copies of any and all financial closing statements, a sources and uses of funds statement for the Project, and the construction budget for the Project, as well as any and all information and supporting documentation regarding such construction budget in sufficient detail to allow the Landlord to confirm that Tenant has sufficient funds identified and committed to develop and complete the Project.

3.5 Additional Rent. The Tenant hereby acknowledges and agrees that the Landlord is, and throughout the Term of this Lease, or any renewal or extension thereof, shall be entitled to receive as Additional Rent any and all other costs and expenses relating to the Premises, and/or the Tenant's pro rata share (use or occupancy) of the Demised Property, that the Landlord is required to pay, or has paid, on behalf of Tenant, or as a result of Tenant's occupancy of Premises, and/or its occupancy on a portion of the Demised Property, such as, but not limited to, electricity, water, sewer, storm water utilities, real estate taxes, sales taxes, other Impositions, and/or any other costs or expenses that are the responsibility of the Tenant, and/or the adjoining tenant on the Demised Property, and are to be paid by the Tenant, and/or the adjoining tenant on the Demised Property, and/or which were initially paid by the Landlord and are to be reimbursed by the Tenant and/or the adjoining tenant on the Demised Property, as well as other expenses or fees due to the Landlord.

a.) The Tenant also acknowledges and agrees that if at any time during the Term of this Lease, or any renewal or extension thereof, a tax, charge, levy, imposition, or excise is placed, or otherwise imposed, on the Premises, and/or on the portion of the Demised Property utilized or otherwise occupied by the Tenant, due to the Project, including but not limited to the Building and/or the other Improvements, and/or the Tenant's leasehold interest in the Premises, then the Tenant shall be solely responsible for the payment and satisfaction of any such tax, charge, levy, imposition, or excise.

ARTICLE 4
PERMITTED USE OF PREMISES; DEVELOPMENT OF PREMISES

4.1 Uses of the Premises.

a.) The Tenant hereby agrees to devote the Premises during, and throughout, the Term and pendency of this Lease to the design, construction, operation and maintenance of the Project, which is strictly limited to the construction and development of a residential multi-family housing structure, which will include a minimum of ninety-nine (99) apartments, consisting of studios, one

and two bedroom apartments, all of which for Elderly Housing, and all apartments shall meet the requirements of Affordable Housing ("**Permitted Use**"), and for no other use. It is further hereby acknowledged and agreed that the Landlord hereby approves of the construction of a minimum of ninety-nine (99) apartments, as described above, on the Premises, by the Tenant. All apartments constructed on the Premises shall meet the requirements of Affordable Housing, including any apartments constructed in excess of the minimum requirements.

b.) The parties recognize and acknowledge that the manner in which the Project is developed, used, operated and maintained are matters of critical importance to the Landlord and to the general welfare of the community. As a result, the Tenant agrees that at any and all times during the Term, that the Tenant will use commercially reasonable efforts to create and maintain the development on the Premises which: (i) does not have a substantial number of criminal events on the Premises (substantial meaning greater than one hundred fifteen percent (115%) of the surrounding community, as determined by crime statistics of the Miami-Dade County Police Department, Miami-Dade County Sheriff's Office, or whatever source utilized by the Miami-Dade County Police Department or the Miami-Dade County Sheriff's Office, or such successor-in-interest entity); (ii) the Premises is properly maintained, such that any and all trash, litter, rubbish and refuse on and about the Premises is timely removed and disposed of, and in this regard no more than one (1) violation and/or citation is issued by any governmental authority for failure to maintain the condition of the Premises, in any one (1) year period; and (iii) creates an Affordable Housing residential community that practices sustainable living, meaning each of the individual apartments, as well as the Building, are maintained in a manner that meets or exceeds the Landlord's Sustainable Buildings Program (specifically, Sections 9-71 through 9-75 of the Code, together with Implementing Order IO 8-8, as such may be amended from time to time) and other recommended "green" or "sustainable" practices, as such practices are improved in the future. Notwithstanding anything to the contrary contained herein, failure to comply with the requirements set forth in this Section 4.1(b) shall not constitute an Event of Default under this Lease. Upon County's notice to Tenant of a violation of the covenants contained in this Section 4.1(b) County and Tenant shall meet and confer to establish a mutually agreeable plan of action to correct and improve conditions at the Project. Failure to meet the foregoing covenants shall not rise to an Event of Default so long as Tenant demonstrates a good faith effort to comply with the foregoing obligation and agreed upon plan of action.

c.) The Tenant hereby agrees that it shall, at all times, comply with any and all laws, ordinances, regulations and/or requirements with regards to the Premises, and in this regard, the Tenant hereby agrees to secure and maintain any and all Permits, licenses and approvals necessary or otherwise required to construct the Project, as well as to occupy and/or operate the Tenant's business on the Premises, consistent with the Permitted Use. Further, the Tenant also agrees that if, at any time, any of the Permits, licenses or other approvals become expired, suspended, revoked, or otherwise invalid, the Tenant shall immediately cease its operations on the Premises, except such activities necessary to maintain the Project as fully habitable to the extent the Project is occupied, and notify the Landlord of such expiration, suspension, revocation and/or termination. Notwithstanding any language contained herein to the contrary, in no event shall Tenant continue operations on the Premises if not otherwise legally permissible under applicable law.

4.2 Development Rights. Prior to the Commencement Date, Tenant formulated the preliminary Development Concept, which, as articulated as of the Commencement Date, is illustrated in Exhibit "C". As of the Commencement Date, the 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 the prior written approval of the Landlord,

Investor Member and Leasehold Mortgagee, which written approvals shall not be unreasonably withheld, conditioned or delayed. In no event shall the Development Concept be modified to: (a) adversely impact the overall intended benefits to the Landlord; (b) reduce the number of apartments below ninety-nine (99) apartments; and/or (c) alter the use of the Premises to anything other than solely for Affordable Housing. As mentioned above, the Tenant is, pursuant to this Lease, hereby approved to construct a minimum of ninety-nine (99) apartments for Elderly Housing, in a Building on the Premises, for which the Tenant must secure, at its sole cost and expense, any and all required Permits and other governmental approvals. And the Tenant shall maintain all of the apartments for Affordable Housing, throughout the Term of this Lease. Further, as part of the Tenant's development rights, the Tenant hereby acknowledges and agrees that Commencement of Construction shall occur within six (6) months from the Commencement Date. Should the Commencement of Construction not occur within six (6) months from the Commencement Date, then, in addition to any other remedy available to the Landlord, at law or in equity, the leasehold interest in the Premises shall return to the Landlord upon the Landlord's termination of this Lease, without the Tenant having any right to cure the Event of Default.

4.3 Development of Premises. The Landlord and Tenant have agreed that the Tenant shall construct on the Premises a Building in a manner that is consistent with how the Development Concept (see Exhibit "C") is depicted, and containing the following:

a) The Tenant shall construct a surface parking lot, which will accommodate all of the required parking for the apartments, and the guest of the residents, along with parking for any management and custodial staff, all as prescribed by the applicable building or zoning code, including any waiver, warrant, or variance thereof. Such surface parking lot, will be located adjacent to the Building. The Tenant shall also be solely responsible for, at all times during the Term of this Lease, maintaining the surface parking lot, including, but not limited to, ensuring the installation and continued presence of proper lighting, signage, landscaping, and security. Further, the Building will have approximately 1,900 square feet of amenity space, which will include a computer center, fitness center, and a community room.

b) Without the prior written consent of the Landlord, the parties hereby acknowledge and agree that the Tenant shall be permitted to construct a Building containing up to eleven (11) additional apartments, beyond the minimum ninety-nine (99) required apartments, as mentioned and described above in this Lease, so long as one hundred (100%) percent of the apartments are for Elderly Housing, and all of apartments in the Building are set-aside for Affordable Housing, throughout the Term of this Lease. Any increase in the number of apartments in the Building between ninety-nine (99) apartments and one hundred ten (110) apartments shall not have any impact (higher or lower) on the amount of the Rent that the Tenant is required to pay to the Landlord.

c) All of the studio apartments will consist of no less than 500 square feet of living space. All of the one bedroom, one-bath apartments will consist of no less than 580 square feet of living space. All of the two bedroom, one-bath apartments will consist of no less than 781 square feet of living space. The Tenant hereby agrees that all of the residential units shall have modern finishes, and shall also have Energy Star refrigerators, dishwashers, washing machine hookups, and dryer hookups. All of the apartments 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. The apartments shall incorporate other energy efficient items, such as programmable thermostats, high-efficiency tank-less water heaters, showerheads, faucets in the kitchen and bath, and toilets shall all be WaterSense fixtures, including being WaterSense certified. The Tenant further agrees that all outdoor landscaping shall comply with the Florida-Friendly Landscaping Program (the

Florida-Friendly Landscaping Program, is administered by the University of Florida, Institute of Food and Agricultural Sciences), no invasive plants, and include a high efficiency irrigation system, which the Tenant will maintain.

d) 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 Premises, security cameras in and about the Building (interior and exterior) and the parking lot area. Further all exterior doors, residential units, common area amenities, and elevators leading to and from residential units, and/or to or from parking lot, shall operate on a key fob system, which the Tenant shall install and maintain.

e) The Tenant shall be responsible for ensuring that the Project is connected to sanitary sewer system (no use of any type of septic tank is permissible). The Tenant shall provide evidence of connection to the sanitary sewer system or plans and specifications for the same if the Premises is not currently connected to the sanitary sewer system. Further, the parties hereby acknowledge and agree that Commencement of Construction is prohibited without providing evidence of the required sanitary sewer connection pursuant to Resolution No. R-365-21.

4.4 Landlord Joinders. The Landlord agrees to join in any plat or other applications, Permits, easements, restrictive covenants, easement vacations or modifications, and other documents, including but not limited to reasonable estoppels and non-disturbance and attornment agreements as provided in this Lease, as may be reasonably necessary for Tenant to finance, develop and use the Premises in accordance with the Construction Documents and the Development Concept as specified herein, and in a manner otherwise permitted hereunder; provided that such joinders by Landlord: (a) shall be at no cost to the Landlord other than its costs of review; (b) shall include terms acceptable to Landlord, which acceptance shall not be unreasonably withheld or delayed; and (c) which shall require approval by the Board for easements, restrictive covenants or any other acquisition, vacation, or disposition of real property interests. The Landlord further acknowledges that the Tenant may need to secure certain zoning and site plan approval, and the Landlord hereby agrees reasonably to cooperate with Tenant, without unreasonable delay, with respect to and in support of such zoning applications and where necessary participate in the site plan approval process, so long as such cooperation results in no cost to the Landlord.

4.5 Milestones for Project Development and Completion.

a) On or before the Financing Date, and in addition to all other requirements of this Lease, Tenant shall, at its sole cost and expense, provide the Landlord with the following:

(1) A letter from Tenant's attorney, or from the jurisdiction where the Premises is located, or in the alternative, a commercially-prepared zoning report, stating that the Premises is properly zoned for the proposed Project; and

(2) A copy of a final budget for the Project, including all sources of funding, and the actual construction cost for the Building, and all other Improvements, as reviewed and approved by an architect licensed to perform such work in the State of Florida;

(3) A copy of environmental reports (Phase I and any Phase II Environmental Site Assessments, if necessary) of the Premises performed by an environmental engineering firm, licensed to perform such work in the State of Florida; and

(4) The 50% Plans and Specifications, as described below, for the Project showing any/all work to be performed in the field, including site plans, architectural, structural, grading, and drainage plans, signage and all the other disciplines engaged in the development of the construction documents of the Building; and

(5) A copy of a fully executed contract between the Tenant and a licensed general contractor (or the prime contractor), for the construction of the entire Project. Such contract must show the cost of construction and the dates for Commencement of Construction and Completion of Construction; and

(6) A copy of a utility survey establishing evidence that the Demised Property and/or the Premises is connected to the existing sanitary sewer system. And to the extent that the Premises is not connected to the existing sanitary sewer system, the Tenant shall provide Plans and Specifications for the Project showing evidence that the Project shall include the connection to the nearest or nearby sanitary sewer system, which work the Tenant shall perform, at its sole cost and expense, as part of the Project; and

(7) Starting from the Commencement Date and ending upon Completion of Construction, the Tenant shall provide monthly status reports to the Landlord, specifically the Director of the Internal Services Department, with a copy to the District Commissioner (District 1), describing the current state or condition of the progress of the Project, including, but not limited to, compliance with all regulations, timelines and milestones, as well as any and all issues, impediments, obstacles, and/or obstructions that might delay or prevent the Tenant from meeting any and all timelines in this Lease, particularly regarding the construction of the Project.

b) Tenant agrees that Commencement of Construction for the Project shall occur no later than six (6) months from the Commencement Date, and Completion of Construction for the Project shall occur no later than August 31, 2025. If Commencement of Construction does not occur on time, it shall be an Event of Default under this Lease, and in addition to any other remedy available to the Landlord, at law or in equity, the leasehold interest in the Premises shall return to the Landlord by the Landlord's termination of this Lease. Accordingly, the Tenant hereby acknowledges and agrees that if the Completion of Construction of the Project, as evidenced by a temporary Certificate of Occupancy, does not occur on time, it shall be an Event of Default under this Lease and in addition to any other remedy available to the Landlord, at law or in equity, the leasehold interest in the Premises shall return to the Landlord, after notice to the Tenant, and the Tenant failing to timely cure the Event of Default. For termination of this Lease to occur, for failure of the Tenant to timely have Completion of Construction, the Landlord shall first provide notice of the Event of Default to the Tenant, a copy of which shall be simultaneously sent to the Investor Member and each Leasehold Mortgagee, indicating, or otherwise evidencing, the failure of the Tenant to timely complete construction of the Project. Thereafter, if within thirty (30) calendar days from the mailing date of the Landlord's notice of the Event of Default, the Tenant is unable to show evidence (verifiable proof of issuance) of the temporary Certificate of Occupancy for the Project, the Landlord shall have the right to terminate this Lease, without the Tenant having any further right to cure the Event of Default. Notwithstanding the foregoing, the County Mayor shall extend the deadline for the Completion of Construction, and all other milestones or deadlines, if any, relating strictly to Completion of Construction, for a period of time up to six (6) months (until February 28, 2026), but only if the Tenant, Investor Member or any Leasehold Mortgagee, as applicable, has used and is continuing to use good faith efforts to timely

complete the Project, and the Tenant first requests such extension of time, in writing, to the Landlord, at least three (3) months prior to August 31, 2025.

4.6. Design Plans; Review and Approval Process.

a) Landlord shall designate a representative who shall be responsible for overseeing and coordinating the approval of the Plans and Specifications for the Project by Landlord in its proprietary capacity (as owner of the Premises), and managing all communications between Tenant and the Landlord during the construction process. If Landlord fails to designate a representative within sixty (60) days of Commencement Date, the representative shall be deemed to be the Director of the Internal Services Department, until such time as Landlord designates a representative in writing.

b) Tenant shall submit all Plans and Specifications as well as the Construction Documents, which the Tenant intends to file with any and all applicable governmental bodies, to Landlord's representative for review and approval of the Project, in the manner as described below. Such submittal shall occur prior to the 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**"), the Tenant shall submit two (2) sets of prints, with the date noted on such prints, and a CAD file, along with a copy of this Lease, to the Landlord's representative.

c) Tenant shall submit the following Plan Submittals to the Landlord with sufficient time and sufficiently in advance such that the 50% Plans and Specifications, as described below, may be finalized and submitted to the Landlord on or before the Financing Date, as set forth above:

(1) Final approved Plans and Specifications (as later described as the "Final Plans") shall update the Development Concept for the Project, which shall include the overall site plan, building elevations, space plans, configuration of Improvements, as well as floor plans, require the Landlord's written approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

(2) Unless already completed by the Tenant, as of the Commencement Date, when thirty (30%) percent of the overall design of the Project has been completed ("**30% Plans and Specifications**"), the Tenant shall submit two (2) copies of such 30% Plans and Specifications, including an estimate of probable costs, and project schedule to the Landlord for review which shall all be in accordance with the approved Development Concept. If the Landlord has any comments and/or proposed modifications to the 30% Plans and Specifications, the Landlord shall provide comments and/or proposed modifications in writing to Tenant. The Tenant shall not proceed until both parties are in agreement.

d) **50% Plans and Specifications**: The Tenant shall proceed diligently to complete fifty (50%) percent of the overall design of the Project ("**50% Plans and Specifications**") shall be based on the reviewed and approved 30% Plans and Specifications, and shall show without limitation any and all work to be performed in the field, including site plans, architectural, structural, grading, and drainage plans, signage and all the other disciplines engaged in the development of the construction documents of the Project. The Tenant shall provide the Landlord with enough information to enable the Landlord to make an informed judgment about the design. Within fifteen (15) business days after the Landlord receives the 50% Plans and Specifications, the Landlord shall either approve them or deliver to the Tenant specific corrective comments. The Tenant shall resolve all comments and requests for modifications by the Landlord to the 50% Plans and Specifications and obtain written

approval from the Landlord prior to proceeding with the development of the Final Plans, as described below. The Tenant shall not proceed until both parties are in agreement.

e) **Final Plans**: The Tenant shall prepare and deliver to the Landlord a complete set of the final approved Plans and Specifications which shall show without limitation any and all work to be performed in the field, including site plans, architectural, structural, grading, and drainage plans, signage and all the other disciplines engaged in the development of the construction documents and completed technical specifications, all of which shall be sufficient to enable the Landlord to make an informed judgment about the design and with sufficient detail as to allow for the issuance of a building Permit (hereinafter referred to as "**Final Plans**"). The Final Plans shall be based upon, and consistent with, the reviewed 50% Plans and Specifications. The Landlord shall, within fifteen (15) business days upon receipt of the Final Plans, either approve them or deliver to the Tenant specific corrective comments. The Tenant shall resolve all comments and requests for modifications by the Landlord to the Final Plans and obtain written approval from the Landlord prior to submitting the Final Plans (i.e., the Construction Documents) to the applicable regulatory agencies for permitting.

f) As an alternative to revising the Plan Submittals upon receipt of Landlord's disapproval of the initial submission, Tenant may request reconsideration of such comments, by first describing in detail why it reasonably believes that the Plan Submittals should not be changed or modified, in which case, within fifteen (15) business days of such request for reconsideration, the Landlord shall again advise the Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. If the Landlord continues to disapprove after reconsideration, the Tenant shall resubmit the revised Plan Submittals to the Landlord within thirty (30) calendar days after the date Tenant receives such disapproval. Any resubmission shall be subject to review and approval by Landlord, in accordance with the procedures hereinabove provided for an original submission, until the same shall receive final approval by the Landlord. The Landlord and the Tenant shall in good faith attempt to resolve any disputes concerning the Plan Submittals in an expeditious manner. If the Landlord shall have approved any aspect of the Plan Submittals in an earlier plan submission, and no portion of the revised Plan Submittals has affected the earlier-approved aspect, Landlord shall not have the right to disapprove that which it approved earlier, absent a finding that said aspect of the Plan Submittals interferes with the operation of a governmental entity or municipality and/or negatively impacts the public utilities and/or facilities in the area, as determined by Landlord in its sole and absolute discretion, and/or it fails to comply with applicable Laws and Ordinances.

4.7 Conformity of Plans; Permits. Plans and Specifications and Construction Documents, as well as any and all work by the Tenant with respect to the Premises, and Tenant's construction of the Building and/or other Improvements thereon shall be in conformity with this Lease, the Final Plans approved by the Landlord, applicable building codes, and all other applicable federal, state, county and local Laws and Ordinances. Following completion of the approval process described above, the Final Plans for the Project shall be the final approved Plans and Specifications and result in Construction Documents for the Project, which shall be then submitted to government agencies and authorities for permitting. The Landlord's approval shall be in writing and each party shall have a set of Construction Documents and final approved Plans and Specifications signed by both parties. In the event any material change occurs after approval of the Plans and Specifications and/or the Construction Documents, then the Tenant must resubmit the changed portion of the Plans and Specifications and/or the Construction Documents to the Landlord for the Landlord's reasonable approval (irrespective of whether the change is required by another Miami-Dade County department as part of the permitting process) and such approval process for material modifications shall follow the procedure set forth above.

4.8 Subdivision or Joinder of the Premises or the Demised Property. In proceeding with the approval of any changes to the Development Concept, to the extent legally permissible and without waiving any of Landlord's sovereign rights as set forth herein, should the Landlord determine that the Premises and/or the Demised Property needs to be re-platted or alternatively, the Tenant desires to replat the Premises or the Demised Property, or alternatively elects to join together the Premises with any adjacent parcel of land, the Tenant shall, at its own cost and expense, undertake such responsibility to secure a plat (or a Waiver of Plat) of the Premises and/or the Demised Property. In the event that Tenant desires to unify the Premises with another parcel or parcels of land which would result in a unity of title, Tenant shall provide reasonable advance, written notice to the Landlord of its desire for same and in order for any such joinder or unity of title to be executed by Landlord or be effective, (a) the Board must first agree to accept fee simple ownership of such additional property(ies); and (b) upon such Board approval, then the Tenant shall be responsible to have such properties conveyed to Landlord (fee simple) in all of the properties, without any compensation, payment, and/or obligation to the Tenant or any other person or entity, unless such compensation, payment, and/or obligation is agreed to in advance by the Landlord, and specifically the Board. In such event of unifying the titles of two (2) or more properties, the Tenant shall, at its own cost and expense, undertake such responsibility to legally join together the parcel(s) of land. Or in the event there is a need to separate or subdivide the Demised Property, the Tenant shall, at its own cost and expense, undertake such responsibility to legally separate the Demised Property, resulting in a separate and distinct parcel, which will be the Premises. 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 Premises, or to join the Premises following Board approval. The Landlord further agrees to reasonably cooperate with the Tenant and to execute any documents that may be reasonably requested by Tenant to accomplish such waiver of plat approval or plat approval, or unity of title or other contract. To the extent that the Landlord, or Tenant deems necessary, the Landlord also agrees to cooperate with Tenant to obtain distinct tax folios for the Premises, if necessary, and to execute any documents reasonably requested by Tenant to accomplish a unity of title. Notwithstanding anything to the contrary in this Lease, in no event shall all of the joinders and cooperation identified hereunder result in any cost or liability to the Landlord and in the event a waiver of plat is not approved or is otherwise indefinitely deferred, the Landlord, 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 Premises from the remaining property owned by the Landlord.

4.9 Tenant Development Obligations. The Landlord's approval of the Development Concept, Plans and Specifications and the Construction Documents pursuant to this Article 4 shall not relieve Tenant of its obligations under Law and Ordinances to file such Plans and Specifications and/or the Construction Documents 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. The Tenant acknowledges that any approval given by Landlord pursuant to this Article 4, shall not constitute an opinion or agreement by the Landlord that the Construction Documents and/or the Plans and Specifications are structurally sufficient or in compliance with any Laws and Ordinances, and no such approval shall impose any liability upon the Landlord.

4.10 Facilities to be Constructed and "As-Built" Plans. The Landlord shall not be responsible for any costs or expenses for the construction and/or maintenance of the Building and/or other Improvements. After Completion of Construction, the Tenant shall warrant to the Landlord the condition of the Building and/or other Improvements on the Premises, which warranty shall include whether or not such Building and Improvements meet or exceed any and all applicable federal, state, county, and municipal codes, Laws and Ordinances. Tenant shall provide the Landlord with As-Built

Plans within thirty (30) calendar days following Completion of Construction of the Building and/or other Improvements on the Premises.

4.11 Performance and Payment Bonds. At least ten (10) calendar days before Tenant commences any construction, reconstruction, renovation, razing and/or improvement work related to any portion of the Project, including prior to any materials are purchased from a supplier, the Tenant shall execute, and deliver to the Landlord and record in the public records of Miami-Dade County, a payment and performance bond equal to the total cost of the construction, reconstruction, renovation, razing and/or improvement work to the Building and the other Improvements of the Project. 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 Landlord and the Tenant beneficiaries thereof, as joint obligees. Further, the Tenant shall not allow any mechanics liens or materialman's liens, or other liens, judgments or encumbrances of any kind ("**Encumbrances**"), to be placed on, or to cloud title of, the Landlord's fee simple interest in the Premises and the Tenant shall indemnify the Landlord for any costs, expenses, or damages the Landlord incurs by reason thereof. Further, in the event that any such Encumbrances are not removed as a lien on the Landlord's fee simple interest in the Premises within thirty (30) days after Tenant receives written notice about the Encumbrances from any source, or from receipt of a notice from the Landlord demanding removal of such Encumbrances, whichever occurs first, such Encumbrances shall be automatically deemed an Event of Default hereunder. The Tenant shall promptly take all steps required to immediately remove or otherwise resolve all such Encumbrances of which Tenant has been given actual notice. The proposed bond or bonds shall be subject to review and approval by Landlord, including the Internal Services Department, Risk Management Division.

Alternatively to the 255.05 payment and performance bond, Tenant may: (1) provide the Landlord with an alternate form of security in the form of a certified check that the Landlord may deposit in a bank account controlled by the Landlord or an irrevocable letter of credit in a form and for an amount that is acceptable to the Landlord ("**Alternative Security**"), to remain in place until evidence reasonably satisfactory to the Landlord is submitted to demonstrate all contractors involved in constructing the Building and performing the other Improvements on the Premises 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 the prime contractor (and/or general contractor) hired by Tenant to construct the Building and otherwise perform the work necessary to bring about 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 one hundred (100%) percent of their respective contract in a form acceptable to the Landlord to ensure that the construction work shall be completed by the contractor or, on its default, the surety and shall name the Landlord as an additional obligee and shall meet the specifications set forth below; and (3) the prime contractor (and/or general contractor) hired by Tenant to perform work on the Building and/or other 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 one hundred (100%) percent of its respective contract in a form acceptable to the Landlord to secure the completion of the Building and/or other Improvements free from all liens and claims of sub-contractors, mechanics, laborers and material men and shall name the Landlord 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 its prime contractor (and/or general contractor) at the time each progress payment is made.

(B) Tenant shall obtain an unconditional release of lien from its prime contractor (and/or general contractor) 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, the Landlord 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 Landlord's notification to deposit an amount equal to the reduced/disbursed amount in the Landlord'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.

4.12 Progress of Construction. Starting from the Commencement Date, the Tenant shall submit written reports to the Landlord (specifically to the Landlord's representative, and if no representative has been identified by the Landlord, then to the Director of the Internal Services Department), on a monthly basis of the progress of Tenant with respect to development and construction of the Project, with a copy to the District Commissioner (District 1). The Tenant, by executing this Lease, represents it has visited the Premises, 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 Premises 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 Building and all other Improvements. The Landlord makes no warranty as to soil and subsurface conditions. The 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, however, before the granting of any extension, the Tenant must first notify the Landlord in writing of any such abnormal subsurface condition, at the time when such condition was first identified.

4.13 Ownership of Improvements. The Building and all other Improvements, as well as all material and equipment provided by Tenant, or on its behalf, which are incorporated into or become a part of the Project shall, upon being added thereto or incorporated therein, and the Project itself, be and remain the personal property of Tenant, but subject to the same becoming the property of Landlord at the expiration or termination of the Term of this Lease. The Landlord and Tenant hereby acknowledge and agree that the Tenant shall be accorded all of benefits and burdens of ownership of the Project, made by or on behalf of the Tenant, throughout the Term of this Lease. Accordingly, at all times during the Term, the Tenant shall be deemed to exclusively own the Project for tax purposes, and the Tenant alone shall be entitled to claim depreciation and/or cost recovery deductions, the right to claim the federal low-income housing tax credits available under the Internal Revenue Code, with respect to the Building and the other Improvements, as well as the right to amortize capital costs and

to claim all other tax benefits attributable to the Project. The Landlord and the Tenant acknowledge and agree that the Landlord is and shall remain the fee simple owner of the Premises.

4.14 Connection of Building to Utilities.

a.) The Tenant, at its sole cost and expense, shall install or cause to be installed all necessary connections between the Building that will be constructed on the Premises, and the water, sanitary and storm drain mains and mechanical and electrical conduits and other utilities, whether or not owned by Landlord. The Tenant shall pay for the complete cost, if any, associated with locating, installing and/or connecting to facilities for sewer, water, electrical, and any other utilities as needed to service the Premises. All utilities shall be in the name of the Tenant, except for utilities servicing individual apartments, which shall be in the name of the residents.

b.) The Tenant's obligations hereunder shall be subject to Landlord's express obligation hereunder, if any, 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 Premises, which disclosure shall be made as soon as practicable after the Financing Date, and the documents which Landlord must furnish to Tenant, if any.

c.) The Tenant hereby acknowledges and agrees that it shall be responsible for any and all costs associated with storm water charges and/or fees relating to the Premises. Further, for any storm water charges or fees for the Demised Property, the Tenant shall be responsible on a pro rata basis, based upon the size of the Premises, for its share of the cost or fees for such storm water charges or fees. Likewise, the Tenant further agrees to be responsible, on a pro rata basis, based on the size of the Premises, for any and all other utility charges or fees for the Demised Property.

4.15 Connection Rights. Landlord hereby grants to Tenant, commencing on the Financing Date 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 Premises and/or the Demised Property, which connection shall be first described and specified in the Construction Documents and the Plans and Specifications approved by the Landlord, specifically the Director of the Internal Services Department. However, any connections to existing infrastructure and/or utilities must also receive the prior written approval of the governmental entity having authority over, such infrastructure and/or utility. The Landlord and Tenant further acknowledge and agree that no approval by the Landlord to any Plans and Specifications and/or Construction Documents, in its capacity as landlord for this Lease, shall serve as evidence of any type of permission or waiver to avoid securing the requisite approval to connect to any utilities, including, but not limited to any utilities owned by Miami-Dade County.

4.16 Off-Site Improvements. Any off-site Improvements required to be paid or contributed as a result of Tenant's development of the Premises shall be paid or contributed by Tenant or third-parties to which Tenant delegates such responsibility. The 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 elect to terminate this Lease, but no later than six (6) months from Commencement Date.

4.17 Introduction of Waste or Hazardous Materials. The Tenant agrees that in its use and occupancy of the Premises it shall comply with any and all applicable Laws and Ordinances regarding waste and Hazardous Materials. The Tenant shall not cause or allow on or upon the Premises, or as may affect the Premises, 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 Premises, or any part thereof due to the release of any waste or Hazardous Materials on or about the Premises. 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 Premises.

4.18 Reserved.

4.19 Developers or Co-Developers. In the event that an agent of Tenant is acting as the developer of the Project, as designated by Tenant, then Landlord agrees to reasonably cooperate with such developer for purposes of this Lease; provided that the Landlord shall receive copies of any and all contracts between Tenant and its developers, contractors and design professionals relating to the Project, and be notified of and have rights to attend and participate in all meetings or actions involving a third-party developer's involvement in the Project.

4.20 Rental Affordability Restrictions and Agreement. The Landlord and the Tenant acknowledge and agree that the Tenant may receive funding from the County or an agency thereof for the Project and said funding agreements may require the execution and recordation of one or more Rental Regulatory Agreements in connection thereof. Any issuance to Tenant of a notice of event of default, however titled, under any of such Rental Regulatory Agreements, shall be the basis of an Event of Default under this Lease, and subject to any cure rights for Tenant or any of its investors or lenders under said Rental Regulatory Agreements and under any subordination agreements approved in writing by the Landlord and entered into in connection therewith.. Should a Rental Regulatory Agreement be terminated because of an event of default by the Tenant, this Lease shall terminate on the same date as such terminated contract (co-terminus).

4.21 Creating Sustainable Buildings. The Tenant hereby 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 Premises as set forth in sections 9-71, et. al. of the Code, and Implementing Order 8-8 (collectively referred to as "**Sustainable Buildings Program**"). If there is a conflict between the requirements of the Sustainable Buildings Program and the obligations set forth in this Lease, the Tenant agrees that it shall comply with the more stringent and exacting standard in favor of practices that conserve the community's natural resources, save taxpayer dollars, reduce operating expenses, and create a healthier built environment for employees, tenants, and visitors of the Building. As a direct result of the Tenant's commitment to build a sustainable building, the Tenant further agrees to the following:

a.) The Tenant is required, at its sole cost and expense, to build the Building to ensure that the Building receives at least a Silver certification rating from the U.S. Green Building Council's Leadership in Energy and Environmental Design ("**LEED**"), and that the Building and the Project 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 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 Premises, as well as the design and construction of the Building and other 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 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 the Project, while simultaneously making the Building, and other Improvements, as well as any remaining public space(s) 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 the Building and the other Improvements constituting the Project; and should substantially improve the "normal" or "regular" energy efficiency and indoor air quality for the Building, including, but not limited to, each individual residential apartment. 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 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. Also, the National Green Building Standard ("**NGBS**") Silver standard is an acceptable designation, which 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, in the Office of Resilience, within the Regulatory and Economic Resources Department of the Landlord.

d.) Additionally, the Tenant hereby agrees to employ and otherwise incorporate other sustainable practices in the design and construction of the Building and other Improvements on the Premises, including, but not limited to the following:

1.) Evaluate the impact of any sea level rise that may occur to the Premises and/or surrounding area, and implement a design plan that takes into account the effects of such sea level rise on the infrastructure for the Building, other Improvements, and the Premises.

2.) Install, operate and maintain electric vehicle charging stations on the Premises, to serve the residents and the general public. At minimum, the number of electric vehicle charging stations on the Premises shall meet or exceed the number of electronic vehicle charging stations required by the zoning code.

3.) Install energy-efficient "cool roof," also known as a reflective roof (or green roof) on the Building (pursuant to the Landlord's Resolution R-1103-10).

4.) The energy usage and carbon emissions be measured, tracked, managed and benchmarked, annually, at minimum, through the use of applicable building energy usage tracking and management tools, in an effort to reduce and/or improve the use of energy and carbon emissions.

5.) Purchase, install and utilize Energy Star products for all purchases for which the Energy Star program has certified products and/or established standards.

6.) In the event that residents will be charged for water usage, the Tenant shall install and maintain a comprehensive system for remetering of water service and invoicing in the Building (i.e., the installation of submeters for each apartment), in order to ensure that the billing for water service in various apartments is just (accurate), so that the residents are charged fairly for the water services provided.

7.) Perform a study to evaluate the capacity and feasibility of installing solar panels and/or other solar generating energy products and/or technology to produce electricity and/or hot water in the Building. And if feasible, purchase, install and maintain such solar panels and/or solar generating products for the generation of electricity and/or use of hot water in the Building. Such study shall include a cost benefit analysis, opportunities to sell or net-meter the energy output, the return on investment, and low-interest financing opportunities to install such solar technology. The Tenant shall provide a copy of such study to the Landlord's Director of the Internal Services department as well as the Director of the Office of Resilience.

8.) The Tenant, wherever possible, shall purchase environmentally responsible ("green") products and services, and such purchases and practice shall include, but not be limited to, the design, construction, maintenance and operation of the Building, throughout the Term of this Lease.

9.) The Tenant shall, whenever possible, avoid or otherwise eliminate the purchase of disposable polystyrene products, and instead purchase and utilize environmentally responsible products and services, on and about the Building and Premises. The Tenant hereby acknowledges that reusable items are preferred (made of recycled content and plant-based), and disposable items shall be compostable, and no Styrofoam (polystyrene foam) products are permitted on the Premises, unless no alternative is available.

10.) The Tenant shall be solely responsible for maintaining the indoor air quality within the Building and the individual apartments. The Tenant hereby agrees that the indoor air quality in the Building and the individual apartments shall meet or exceed all national ambient indoor air quality standards, as set forth by the Environmental Protection Agency ("**EPA**") and the American Society of Heating, Refrigeration and Air-Conditioning Engineers ("**ASHRAE**"), particularly regarding human exposure to air pollution. The Tenant hereby recognizes and acknowledges that abiding by the strict standards and guidelines pertaining to indoor air quality is a fundamental element for the resident's environmental health and safety.

11.) The Tenant shall seek to increase the percentage of tree canopy on the Premises, which shall, to the greatest extent feasible, meet the level of having thirty (30%) percent landscape and tree canopy coverage on the Premises.

4.22 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 Premises and/or 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.

a.) The Tenant shall have the right to contest the validity of any such liens and shall have the opportunity to discharge the same within thirty (30) days either by payment or in such other manner as may be proscribed by law or by the transfer of such lien to a bond, within thirty (30) days following the filing thereof.

4.23 Community Business Enterprise Program. The Tenant shall comply, and shall cause its general contractor, prime contractor, architect/design professionals, and all subcontractors, sub-consultants, assignees 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, Davis Bacon Wages and Benefits Program (if applicable), 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, 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. The County Mayor, or the Mayor's designee, shall establish the applicable goals upon receipt of the recommendation of SBD ("**Applicable Measures**"). The 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. The Tenant shall incorporate in all design and development contracts the prompt payment provisions contained in the Code with respect to SBE entities. The 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. The 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. The Tenant shall comply with the SBE requirements during the Project, including in accordance with the SBE requirements package attached hereto as Exhibit "D", which is incorporated herein by this reference. The 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, the Tenant shall be obligated to pay the applicable monetary penalty pursuant to the Code.

ARTICLE 5
PAYMENT OF TAXES, AND ASSESSMENTS

5.1 Tenant's Obligations for Impositions. The 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 or may not become, a lien on the Premises and/or 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 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 exists relating to the period prior to the Commencement Date, it shall be the sole responsibility and obligation of the Landlord.

d.) The Tenant shall provide evidence to the Landlord on an annual basis of payment by the Tenant of all Impositions on the Premises, including but not limited to real estate taxes, no later than thirty (30) calendar days after the payments are due and/or paid.

5.2 Contesting Impositions.

The Tenant, or the Investor Member, if applicable, shall have the right to contest the amount or validity, in whole or in part, of any Imposition for which the Tenant is or is claimed to be liable, by appropriate proceedings diligently conducted in good faith, but only after payment of such Imposition: (a) if payment thereof is required by Laws and Ordinances, while contesting such Imposition, or (b) if failure to pay such Imposition while contesting same would result in a lien or other encumbrance being placed on Landlord's fee simple ownership of the Premises or Demised Property.

Upon the termination of any such proceedings, Tenant shall pay the amount of such Imposition or part thereof that remains unpaid, 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. 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, through its Board, may elect to participate in such proceedings at Tenant's cost, and any such election shall be made by the Board in its sole and absolute discretion.

ARTICLE 6
SURRENDER

6.1 Surrender of Premises. On the last day of the Term, or upon any earlier termination of this Lease, the Tenant shall surrender and deliver up the Premises to the possession and use of Landlord without delay and, subject to the provisions of Articles 16 and 18 herein, with the Building and other 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 personal property was furnished by, or at the expense of, the Tenant, or secured by a lien and held by either the owner or a Lender financing same, including signs, furniture, furnishings, movable trade fixtures, business equipment and alterations

and/or other similar items which are removable by Tenant, without causing substantial injury or damage to the Premises, the Tenant is authorized to remove such personal property from the Premises upon the expiration or termination of this Lease; provided however, that if the removal thereof will damage the Building or necessitate changes in or repairs to the Building, the 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 the Landlord the reasonable cost of repairing any damage arising from such removal, as such cost is reasonably determined by the Landlord.

6.3 Rights to Personal Property after Termination or Surrender. Any personal property of the Tenant which shall remain on or about the Premises after the fifteenth (15th) calendar day following the termination or expiration of this Lease shall be deemed to be abandoned property. The Tenant hereby agrees that should it fail to timely remove any and/or all of its personal property from the Premises, including, but not limited to, from the Building, such personal property shall be deemed to have been abandoned by Tenant and, unless any interest therein is first 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 Agreement and sub-sublease agreement, 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 sublessee and any sub-sublessee to secure and maintain adequate insurance, at least to the levels that are contained in Schedule 7.1, 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 (each a "**Landlord Beneficiary,**" and collectively, the "**Landlord Beneficiaries**") from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Landlord or the Landlord Beneficiaries may incur as a result of any claims, demands, suits, causes of actions or proceedings of any kind or nature ("**Claims**") 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 in connection therewith and shall investigate and defend all Claims 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; provided, however, that the Tenant shall not be liable for any Claims caused by or arising from the gross negligence or willful misconduct of the Landlord or any Landlord Beneficiaries. 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 any Landlord Beneficiary as herein provided. Further, Tenant hereby agrees that it shall require any of its assignees to also indemnify the Landlord to the same extent as Tenant has indemnified Landlord herein above. In each and every assignment, the 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.

ARTICLE 8
OPERATION

8.1 Control of Premises. The Landlord agrees that subject to any express limitations and approvals imposed by the terms of this Lease and any related agreement such as a rental regulatory agreement, and/or any other funding agreements with the Landlord, the 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 Premises, including with respect to the Project and the rental of apartments in the Building, solely for the purposes of developing and operating Affordable Housing rental units.

8.2 Non-Interference and No Compensation. The Landlord and Tenant hereby mutually agree that the Tenant shall not occupy or interfere with the remainder of the Demised Property (the area beyond the boundary of the Premises), or otherwise inhibit, impede, obstruct or interfere with the Landlord's, or any tenant's use and access to the remainder of the Demised Property, including, but not limited to any operations, utilities and/or parking facilities. The Tenant further agrees that, except for those barriers 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 Documents or otherwise mutually agreed upon in writing by the Landlord) shall be placed, kept, permitted or maintained in such fashion as to divide the Premises from the remainder of the Demised Property. The Tenant shall not be entitled to any compensation, reimbursement, or abatement of Rent with regard to any invoices or undertaking any repairs, maintenance, refurbishment, renovation, improvement, and/or replacement to some or all of the utilities and/or utility lines on or about the remainder of the Demised Property.

8.3 Rights to Erect Signs; Revenues Therefrom.

a.) Landlord agrees that, to the extent permitted by Laws and Ordinances, the 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 Premises 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, and such signage and/or advertisements are directly related to Affordable Housing on the Premises. The Tenant shall be responsible for obtaining any and all Permits and licenses which may be required from time to time by any governmental authority for such signs and advertisements, and Landlord agrees to execute any consents reasonably necessary or required by any governmental authority as part of Tenant's application for such Permits or licenses.

b.) The 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 Premises by Tenant.

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.

8.4 Use of Utilities. The Tenant, with regards to the Building and other Improvements on the Premises, shall be solely responsible for securing and maintaining any and all utilities (and in and for the Building and other Improvements), 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 Premises, Building, and/or other 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 residents and/or sublessees shall place in their names and maintain. And, to the extent that any invoice or expense for a utility is charge or assessed against the Demised Property, the Tenant agrees to be responsible for its pro rata share of such expense, based upon the size of the Premises. Further, the Landlord and Tenant hereby agree that under no circumstance, whatsoever, shall the Landlord be responsible for any utilities on or about the Premises, including, but not limited to, any deposit or fee and/or any on-going charges or fees, and/or the installation, maintenance, and/or ongoing cost or expense involved in maintaining any utility, or any type or nature. The Tenant hereby agrees to pay any and all such utilities relating to the Premises in a timely manner, so as to avoid any lien or encumbrance on the Premises and/or the Demised Property.

8.5 Repair and Relocation of Utilities. The Landlord and Tenant hereby agree that the Tenant has the sole responsibility to secure, maintain, replace, repair and if necessary relocate any and all utilities, and utility facilities within the Premises, which are required for the Project. Further, the Landlord hereby acknowledges that the Tenant may need to relocate utilities or utility lines that are on or about the Demised Property, as required for the construction of the Project, and in this regard, the Landlord hereby agrees to reasonably consent (solely in its proprietary capacity and subject to the sovereign rights clause set forth in Section 22.3 of this Lease) to such relocation, when presented with a request from the Tenant, so long as the relocation of the utilities and/or utility lines are consistent with the Development Concept, or are necessary for the operation of the Building, and the relocation will not interfere with any planned or existing construction or development on the remainder of the Demised Property.

8.6 Security. The Landlord and Tenant hereby acknowledge and agree that at all times during the Term of this Lease, that the Tenant shall be solely and fully responsible for security on and/or about the Premises and for the Tenant's employees, agents, contractors, and guest, and for the residents and their guests, which includes, but is not limited to, determining what security is necessary, and maintaining such security for the Premises and the Project. The Tenant's responsibility for securing and maintaining security includes, but is not limited to, the time period between the Commencement Date and the Commencement of Construction, as well as during the course of construction, and after Completion of Construction. The Landlord shall have no responsibility for the security of the Tenant or any of the residents or any of their guests, customers, clients, vendors, or other invitees and licensees on and about the Premises and/or the Project. As part of the Tenant's safety measures, the Tenant shall have appropriate security personnel for the Building, as it deems necessary. Further, the Tenant shall have security cameras in the common areas of the Building, as well as security cameras in the parking lot area, 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, and any entrance ways, as well as any and all parking lots to protect residents, 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 Project, any of the residents, and/or other invitees or licensees, to the Premises, 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.

ARTICLE 9
REPAIRS AND MAINTENANCE

9.1 Tenant Repairs and Maintenance. Throughout the Term of this Lease, the Tenant, at its sole cost and expense, shall keep the Premises in good order and condition, and promptly make any and all necessary repairs thereto. The term "repairs" shall include, but not be limited to, any and all replacement, restoration, improvement, reconstruction, renovation, alteration, patch, addition and betterment deemed necessary by Laws and Ordinances or by the Tenant, or as reasonably determined by the Landlord. 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 the improvement of local conditions, if any. All major repairs shall comply with the Landlord's Sustainable Buildings Program (see Section 4.21 of this Lease). And the Tenant shall be solely responsible for maintaining the Building and/or other Improvements on the Premises, so that the Building and other Improvements meet or exceed any 40-Year Recertification requirements set forth in the Florida Building Code and applicable Laws and Ordinances, as such requirements may be amended from time to time. The Tenant shall abide by and be solely responsible for compliance with the requirements of the Florida Americans with Disabilities Accessibility Implementation Act as well as the Americans with Disabilities Act of 1990, as such laws may be amended from time to time, thoroughout the Term of this Lease. The Tenant shall keep and maintain all portions of the Premises, including the Project, in reasonable order and operating condition, substantially free of dirt, rubbish, graffiti, and unlawful obstructions. The Tenant shall maintain the Premises and the Project to eliminate or help avoid the presence of unwanted pests, vermin and insects, as well as unwelcome smells and/or odors emanating from the Premises and the Project. The Tenant shall maintain any and all vegetation and keep all walkways, pathways and sidewalks clean and in good condition. The Tenant shall properly maintain any and all swale, or right-of-way areas on or adjacent to the Premises, including, but not limited to removing any debris and/or rubbish. The Landlord, at its option, and after thirty (30) days written notice to Tenant, may perform any maintenance or repairs required of the Tenant hereunder which have not been performed by Tenant following the notice described above, and may seek immediate reimbursement for costs and expenses thereof from the Tenant.

a.) The Tenant hereby agrees that beginning in the sixty-fifth (65^{th}) year of this Lease, until the Expiration Date, the Tenant shall schedule annually a meeting and inspection of the entire Premises and the Project with the Landlord's representative to view and discuss any matters pertaining to the maintenance of the Building and/or other Improvements that need to be addressed or otherwise resolved during the Term of this Lease. Should, as a result of the inspection, the Landlord determine that certain maintenance matters need to be addressed or resolved, the Tenant shall undertake steps to immediately address such matters. Should the Tenant disagree on whether the maintenance is necessary or when the repair or replacement should occur, the parties shall bring the matter to the attention of the Director of the Internal Services Department for a resolution, which determination shall be final.

b.) The Tenant further agrees that during the Term of this Lease, the Tenant shall, at minimum annually, if not on a more frequent basis, set aside a sum of money, in the amount of no less than Three Hundred ($300.00) Dollars, per apartment, for each and every year throughout the Term of this Lease, as a maintenance reserve account, in a banking account, or other financial institution, separate from its other funds, and strictly for capital maintenance, repairs, and improvements. Such funds shall continually accumulate in the maintenance reserve account until a capital repair or replacement is necessary. The Tenant shall annually provide evidence to the Landlord

on the status of such maintenance reserve account, including receipts for expenses which were paid using funds from such maintenance reserve account.

c.) Prior to commencing any repairs to the Premises and/or the Project, including, but not limited to, the Improvements on or about the Premises, 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*, and as otherwise required in this Lease for the initial construction of the Building and Improvements. However, the foregoing requirement of securing payment and performance bonds for repairs shall not be required for any repairs to the Building, specifically when such repairs are valued at or under Twenty-five Thousand ($25,000.00) Dollars. Further, whenever the Tenant seeks to perform any repairs or improvements to an area of the Premises that is outside of the Building, and the value of such work is less than Fifty Thousand ($50,000.00) Dollars, and the Tenant desires to secure a waiver of the requirement to secure a payment and performance bond, the Tenant shall seek to secure a waiver from the Landlord by giving at least thirty (30) days advance written notice to the Director of the Internal Services Department, with a complete description of the proposed work, including, but not limited to the area/location of the work on the Premises and the nature of the work, including how it will be performed, and the time period to perform such repair work. And, in providing notice to the Landlord, the Tenant shall provide a copy of this article of the Lease to the Landlord.

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 Premises, and/or the Project, and the operations upon the Premises.

10.2 Contest by Tenant. The Tenant shall have the right, after prior written notice to the Landlord, to contest the validity or application of any Laws and 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, through its Board, may elect 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 and Ordinances and the decision to execute and deliver such papers along with the form of such instruments shall be determined in the sole and absolute discretion of the Landlord, through its Board. Landlord shall not be required to join in any such contest unless the Board, in its sole and absolute discretion, elects to join.

10.3 Art in Public Places. The Project is subject to the Landlord's Art in Public Places program ("**APP Program**") provisions in Section 2.11.15 of the Code and Administrative Order 3-11, as managed by the Miami-Dade County Department of Cultural Affairs ("**Department of Cultural Affairs**") pursuant to Procedure 358 in the Miami-Dade County Procedures Manual ("**Procedures Manual**"). The Tenant shall transmit one and one-half (1½%) percent of the construction cost of the Project and all other development on the Premises (as outlined in the Procedures Manual) to the Department of Cultural Affairs for the implementation of the APP Program. The Tenant is required to work collaboratively with the Department of Cultural Affairs on the implementation of the APP Program pursuant to the requirements of said program. The Procedures Manual is attached hereto, and marked as "Exhibit E" and incorporated herein by this reference.

ARTICLE 11
CHANGES AND ALTERATIONS TO THE BUILDING BY TENANT

11.1 Tenant's Right. The Tenant, with the prior written approval of Landlord, the Investor Member and the Leasehold Mortgagee, 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 Building and other Improvements, and to raze the Building provided any such razing shall be preliminary to and in connection with the rebuilding of a new Building or Buildings, and provided further that:

a.) the method, schedule, Development Concept and Plans and Specifications for such razing and construction of a new Building or Buildings are submitted to Landlord, the Investor Member and Leasehold Mortgagee for each of their reasonable approval (which shall not be unreasonably withheld or delayed) 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 is intended to address concerns that the existing Building and other Improvements are not capable of achieving revenue levels reasonably consistent with current and projected market conditions.

d.) The Tenant shall comply with all provisions of 4.6 through 4.22 of this Lease and with all applicable Laws and Ordinances.

e.) 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 or Taking, which is substantially in the same form as existed prior to such casualty or Taking, with such changes or alternations as may be necessary due to the availability of insurance proceeds made available for such purpose, and so long as (a) to the greatest extent possible, such reconstruction is consistent with the Development Concept including, reconstruction of a minimum of ninety-nine (99) residential apartments, and (b) the Project is restored to a condition which is fully habitable.

11.2 Financial Responsibility of the Tenant. The Landlord shall not be responsible for any costs or expenses for any construction, reconstruction, renovation, razing and/or improvement work to or for the Building and/or other Improvements on or about the Premises.

ARTICLE 12
PROHIBITIONS ON USE OF PREMISES

12.1 Prohibited Use of Premises by Tenant.

a.) Tenant shall not construct or otherwise develop on the Premises anything other than Affordable Housing or anything that is inconsistent with the terms and conditions of this Lease.

b.) The Premises 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; and/or

iii. for any use that 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, contract, Sublease Agreement, Leasehold Mortgage, conveyance or other instrument shall be effected or executed by Tenant, or any of its successors or assigns, whereby the Premises or any portion thereof is restricted by Tenant, or any successor in interest, upon the basis of race, color, religion, disability, sexual orientation, sex, or national origin in the lease, sublease, use or occupancy thereof. The 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, disability, sexual orientation, sex, or national origin in the lease, sublease, or occupancy of the Premises and/or Project.

12.2 Dangerous Liquids and Materials. The Tenant shall not possess or otherwise maintain flammable or combustible liquids or Hazardous Materials on or about the Premises and/or the Demised Property. The Tenant shall not knowingly permit any other person or entity in contractual privity with Tenant to carry flammable or combustible liquids or Hazardous Materials into or onto the Premises and/or the Demised Property during construction or following Completion of Construction, and shall prohibit the storage or manufacture of any flammable or combustible liquid, Hazardous Materials, or dangerous or explosive materials in or on the Premises; 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 use of normal cleaning and maintenance liquids and substances and/or other supplies customarily used for cleaning and/or sanitizing residential properties, or (c) their use in construction of the Project.

12.3 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 12.1 and 12.2, the 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 the Tenant does not promptly take steps to terminate a prohibited action, the 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 the Landlord

has inadequate remedies at law. The provisions of this Section shall be deemed automatically included in all Sublease Agreements, and Leasehold Mortgages, and any other conveyances, transfers and assignments under this Lease, and any transferee who accepts such Sublease Agreement, Leasehold 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 12.1, and 12.2 and to Landlord's rights to obtain the injunctive relief specified therein.

12.4 Designation of Buildings by Name. The Tenant shall have the right and privilege of designating names by which the Building or the Project 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 Premises, the parties hereby agree that the Landlord is not, and shall not be, bound to any designation or name used in connection with the Building, any Improvements or the Project.

ARTICLE 13
RIGHT OF ENTRY BY LANDLORD

13.1 Inspection by Landlord of Premises. The Landlord and its authorized representatives, upon reasonable notice and in the presence of a representative of Tenant, shall have the right to enter the Premises and the Project 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 Premises to determine if the Premises and the Project 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 in writing, a copy of such requirement shall be simultaneously provided to the Investor Member.

13.2 Right to Inspect Books and Records of Tenant. During the Term of this Lease, and for two (2) years thereafter, the Tenant shall upon reasonably advance written notice (meaning at least 48 hours' notice) and during regular business hours, 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 apartments on the Premises, as well as to any revenue or Rent due to the Landlord.

13.3 Limitations on Inspection. The Landlord, in its exercise of the right of entry granted to it in Section 13.1 herein, shall (a) not unreasonably disturb the occupancy of Tenant, or unreasonably disturb its business activities; and (b) with respect to any apartment, shall provide, or cause the Tenant to provide, at least forty-eight (48) hours' advance written notice to the residents.

ARTICLE 14
LIMITATIONS OF LIABILITY

14.1 Limitation of Liability of Landlord. The Landlord shall not be liable to Tenant, or any other third-party for any Claims, injury, loss or damage whatsoever which may be sustained by Tenant or any party, person or any personal property located on the Premises or arising from the rights or obligations of Landlord hereunder except to the extent caused solely by the gross negligence or willful misconduct of the Landlord or any Landlord Beneficiaries and all of which is subject to the limitations of Section 768.28, *Florida Statutes*.

14.2 Limitation of Liability of the Parties. Both parties hereby acknowledge and agree that neither party shall be liable to the other for any incidental, consequential, special, and/or punitive

loss or damage, whatsoever, including but not limited to claims for lost profits, arising from the rights and responsibilities of either party.

14.3 Limitation of Liability of Federal Home Loan Mortgage Corporation and PNC Bank, National Association.

a.) The Landlord and the Tenant hereby acknowledge and agree that any liability accruing to Federal Home Loan Mortgage Corporation as a leasehold mortgagee hereunder shall be limited to the value of Federal Home Loan Mortgage Corporation's interest in this Lease and further that any liability accruing to Federal Home Loan Mortgage Corporation under this Lease shall automatically terminate upon assignment of the Lease in connection with a foreclosure or deed-in-lieu of foreclosure, at which time the assignee of the Lease shall assume all liability hereunder.

b.) The Landlord and the Tenant hereby acknowledge and agree that any liability accruing to PNC Bank, National Association as a Senior Leasehold Mortgagee hereunder shall be limited to the value of PNC Bank, National Association's interest in this Lease. Provided, however, that if PNC Bank, National Association exercises its rights under sections 16.4 and 18.3 hereunder to foreclose on its leasehold mortgage, accept an assignment of this Lease Agreement, or accept a new Lease Agreement in each instance as Tenant hereunder, then the limitation of liability set forth in the preceding sentence shall be inapplicable. Any liability accruing to PNC Bank, National Association under this Lease shall automatically terminate upon assignment of the Lease in connection with a foreclosure or deed-in-lieu of foreclosure, at which time the assignee of the Lease (including PNC Bank, National Association if assuming the Lease) shall assume all liability hereunder. including for all Events of Defaults of prior Tenant accruing prior to the assignment of the Lease.

ARTICLE 15
DAMAGE AND DESTRUCTION

15.1 The Tenant shall be responsible for and shall repair any and all damage caused to the Premises, and/or the Building and/or other Improvements on or about the Premises, regardless of the source or cause of such damage, starting from the Commencement Date. Further, the Tenant shall immediately notify the Landlord, in writing, upon discovering any damage to the Premises and/or the Building or other Improvements on or about the Premises. The Tenant is responsible for maintaining, replacing and/or repairing any damaged real property, personal property, Improvements and/or any other structure located on the Premises. Notwithstanding the foregoing, should insurance proceeds not be sufficient for the full restoration of the Project, Tenant shall restore the Project in accordance with Section 11.1(e)(iv) using commercially reasonable and diligent efforts to undertake and complete same as soon as possible following any damage or destruction.

15.2 After Completion of Construction, in the event the Project should be destroyed or damaged by fire, windstorm, or other casualty, to an extent rendered unfit for the intended purpose of Tenant, then, the Tenant shall be responsible for undertaking the immediate removal of any trash and/or debris as well as of resettling residents in the Building to a new location ("**Tenant Obligations**").

15.3 To the extent that the Project is damaged or destroyed to an extent rendered unfit for the intended purpose of Tenant, then, Tenant may, within one hundred eighty (180) days of the casualty event and subject to the consent of the Investor Member and Senior Leasehold Mortgagee (or with repayment in full of the indebtedness secured by the Senior Leasehold Mortgage, wherein no consent of the Senior Leasehold Mortgagee is required), cancel this Lease but only after: (a) satisfying the Tenant Obligations or, (b) alternatively, by entering into an agreement with the Landlord regarding

the specific costs to be paid by Tenant to the Landlord in order for the Landlord to remove any trash and/or debris; provided, however, that the Tenant shall be solely responsible for permanently relocating any and all residents/occupants from the Building to a new location; and (c) in addition to either 15.3(a) or 15.3(b), Tenant shall be required, upon the request and at the election of the Landlord, to restore the Project and Premises to the conditions that they were in as of the Effective Date of this Lease. If Tenant elects to terminate this Lease, Tenant shall notify the Landlord in writing within such one hundred eighty (180) day period following the date of the event causing the damage or destruction to the Project and failure to issue the termination notice by such date shall result in Tenant waiving its right to terminate this Lease for such purposes.

15.4 If the damage to the Premises and/or Project shall be so extensive as to render it temporarily unusable for the purposes intended, but capable of being repaired within one hundred eighty (180) days, then the damage shall be repaired with due diligence by Tenant from the proceeds of the insurance coverage policy and/or at its own cost and expense, including the costs associated with temporarily relocating any and all residents of the Building. (collectively, "**Restorable Damage**"). In the event that the Project is damaged or destroyed due to Tenant's negligence, or the negligence of Tenant's employee(s), vendor(s), agent(s), and/or contractor(s) (collectively, "**Tenant's Agents**"), the Tenant shall be solely liable and responsible to repair such damage or loss, and for any cost or expense associated with the Tenant Obligations, both temporarily and permanently. If this Lease is timely terminated by Tenant, (which termination shall only be effective with the prior written consent of the Investor Member and Senior Leasehold Mortgagee), then in such event, in addition to the Tenant Obligations, the Tenant shall remove any and all debris, rubble, and remaining building(s), to the Landlord's reasonable satisfaction.

15.5 Notwithstanding Section 15.4 herein, should the Premises, including the Building thereon be damaged through no fault of the Tenant, or any of the Tenant's Agents, within the last twenty (20) years of this Lease, the Tenant shall be permitted to seek a reduction in the requirement to repair or rebuild the Building, and such shall be negotiated between the Tenant and the Landlord (subject to the consent of the Leasehold Mortgagee), but in no event shall the Tenant be permitted to keep or otherwise retain the proceeds from any insurance policy for its own personal use.

15.6 Notwithstanding anything contained in Sections 15.4 and 15.5 of this Lease to the contrary but subject to the habitability requirement of sections 11.1(e)(iv) and 15.1 hereunder, the Tenant and the Landlord acknowledge and agree that said restoration and relocation obligations hereunder shall be limited to the availability of insurance proceeds and all proceeds of any fire, hazard or other casualty insurance shall be paid to the Senior Leasehold Mortgagee, or an independent trustee acceptable to the Senior Leasehold Mortgagee, and shall first be applied to rebuild, repair, or reconstruct the Project or restore the Premises in accordance with the provisions of this Lease and thereafter in accordance with the Senior Loan Documents.

15.7 Interrelationship of Lease Sections. Except as otherwise provided in this Article 15, the conditions under which any construction, reconstruct, renovation, razing and/or improvement work is to be performed and the method of proceeding with the same shall be governed by all the provisions of Article 11 herein, provided, however that the Landlord's consent and oversight rights under Article 11 shall not apply, so long as the restoration is consistent with Section 11.1(e)(iv).

15.8 Loss Payees of Tenant-Maintained Property Insurance. With respect to all policies of property insurance required to be maintained by Tenant in accordance with Schedule 7.1 attached, (a) Landlord shall be named as a loss payee as its interest may appear (and if a Leasehold Mortgagee then exists, the Leasehold Mortgagee shall also be named as a loss payee, as its interest may appear),

and (b) the loss thereunder shall be payable in full to Senior Leasehold Mortgagee or an independent trustee acceptable to the Senior Leasehold Mortgagee and applied in accordance with the Senior Loan Documents. If the Senior Leasehold Mortgagee no longer encumbers the Premises, the loss thereunder shall be payable to the Tenant, Landlord and to any Leasehold Mortgagee under a standard mortgage endorsement and shall be used, first and foremost, to repair, reconstruct, and/or restore the Premises and the Project in accordance with this Lease. The Landlord shall not unreasonably withhold its consent to a release of the proceeds of any fire or other casualty insurance for any loss which shall occur during the Term of this Lease for repair or rebuilding. Any proceeds remaining after completion of rebuilding or repair under this Article, shall, if not otherwise required by a Leasehold Mortgagee under the applicable Leasehold Mortgage loan documents, be paid to Tenant. The Leasehold Mortgagees shall be given notice of, and, together with the Tenant and Investor Member, shall have the right, but not the obligation, to participate in any adjustment, negotiation and/or settlement with respect to any casualty or hazard insurance proceeds.

ARTICLE 16
MORTGAGES, TRANSFERS, ASSIGNMENTS, TRANSFER OF TENANT'S INTEREST

16.1 Right to Mortgage Leasehold. The Senior Leasehold Mortgagee, and the Leasehold Mortgagees identified in Exhibit "F" attached hereto, shall have and maintain the right to encumber the Tenant's leasehold interest in the Premises, including the Project and any and all related Improvements to the Premises, in accordance with and subject to the terms of this Lease. Tenant shall have the right, without Landlord's consent, to further encumber the Tenant's leasehold interest in the Premises, particularly the Tenant's leasehold estate, in whole or in part to a Lender, and solely for purposes of paying for capital improvements, including furniture, fixture and equipment, payment or repayment of costs of construction, maintenance, and repairs for the Project and closing costs incurred in the financing or refinancing, through a Leasehold Mortgage or other Mortgage or for paying off, paying down or increasing the Leasehold Mortgages ("Permitted Mortgages") of the Senior Leasehold Mortgagee or a mortgage held by the Leasehold Mortgagees identified in Exhibit "F", Tenant shall further have the right to encumber the Tenant's leasehold interest with supplemental financing from Senior Leasehold Mortgagee which supplemental financing, if applicable, shall be deemed a Permitted Mortgage. Notwithstanding any language contained in this Lease to the contrary, any encumbrance of Tenant's leasehold interest in the Premises to other than a Lender or the Senior Leasehold Mortgagee and the Leasehold Mortgagees identified in Exhibit "F" attached hereto or for purposes other than those described in the immediately preceding sentence shall be subject to the prior written consent of Landlord. All Leasehold Mortgages, other 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 fee simple interest of Landlord. The Tenant shall provide to the Landlord a copy of all Leasehold Mortgages prior to their execution. The granting of a Leasehold Mortgage against all or part of the leasehold estate in the Premises shall not operate to make the Leasehold Mortgagee thereunder liable for performance of any of the covenants or obligations of Tenant, except in the case of a Leasehold Mortgagee which owns or is in possession or control of all or a portion of the Premises, 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 Premises, including such obligations accruing prior to such period of ownership or possession, subject to the terms hereof. The amount of any Leasehold Mortgage may be increased whether by an additional Mortgage and agreement consolidating the liens of such Leasehold Mortgage or by amendment of the existing Leasehold Mortgage, and may be permanent or temporary, replaced, extended, increased, refinanced, consolidated or renewed provided that, except for Permitted Mortgages, the following conditions are met: (a) the funds are solely for purposes of defeasing or paying off an existing Leasehold Mortgage or paying for new capital improvements, including furniture, fixture and

equipment on the Premises and the Project; and (b) it is first approved by the Landlord, as evidenced by the written consent of Landlord, which shall not be unreasonably withheld or delayed and provided, that Landlord has had the opportunity to review the terms and conditions thereof and approves of the same (provided, however, that any increases which are specifically described in the applicable Leasehold Mortgagee's loan documents shall not require an additional consent by the Landlord). Such Leasehold Mortgages may contain a provision for an assignment of any rents, revenues, monies or other payments due to Tenant (but not from Tenant to Landlord) or a Leasehold Mortgagee, and a provision therein that the Leasehold Mortgagee in any action to foreclose the same shall be entitled to the appointment of a receiver. Notwithstanding the foregoing, Landlord consent shall not be required for any financing or encumbrance of Tenant's leasehold interest of the Premises made in connection with the transfer or sale of the Premises to a Foreclosure Purchaser in connection with a foreclosure sale, deed in lieu, or similar proceeding.

16.2 Notice to Landlord of Mortgage. The notice addresses for the Senior Leasehold Mortgagee and other initial Leasehold Mortgagees are set forth in Section 19.1. For all other Leasehold Mortgagees, a notice of each Leasehold Mortgage or Mortgage shall be delivered to Landlord specifying the name and address of such Leasehold Mortgagee to which notices shall be sent. The Landlord shall be furnished a copy of each such recorded Mortgage within thirty (30) days of the Leasehold Mortgage or Mortgage being executed and recorded. For the benefit of any such Leasehold Mortgagee who shall have become entitled to notice as hereinafter provided in this Article 16, 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 Mortgages shall remain a lien on Tenant's leasehold estate without the prior written consent of the Leasehold Mortgagee. Any such Leasehold Mortgagees will not be bound by any modification of this Lease with respect to the portion of the Premises subject to such Leasehold Mortgages, unless such modification is made with the prior written consent of such Leasehold Mortgagee, and Landlord shall be permitted to send one (1) notice (the same notice) to all Leasehold Mortgagees, irrespective of where or how their interest may exist, without any concern of disclosing confidential information to the wrong person or party.

16.3 Notices of Event of Default. No notice of an Event of Default or notice of failure to cure an Event of Default shall be effective against the Tenant unless and until a copy of such notice provided to Tenant has been given to the Investor Member and each Leasehold Mortgagee who has notified Landlord of its notice address in accordance with Section 16.2. The Landlord agrees to accept performance, payment and compliance by the Investor Member or any such Leasehold Mortgagee, as applicable, with regard to any of the terms and conditions of this Lease with the same force and effect as though kept, observed, tendered or performed by Tenant, provided such act, payment or performance is timely. Nothing contained herein shall be construed as imposing any obligation upon the Investor Member or any such Leasehold Mortgagee to perform or comply on behalf of Tenant.

16.4 Right to Cure Default of Tenant and Right to New Lease.

a.) In addition to any rights the Leasehold Mortgagee may have by virtue of this Article 16 herein, but subject to the rights of the Investor Member under Section 18.3(a), Leasehold Mortgagee shall have the right, but not the obligation, to cure any Event of Default of Tenant, including the right to 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 Premises, including, but not limited to, any unpaid or outstanding utility invoices, in addition to the 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 Premises, in order to cure the Tenant defaults.

b.) If the Lease terminates for any reason (including the rejection of the Lease in a bankruptcy proceeding) other than expiration of the Term , the Landlord shall be obligated to enter into a new lease with the Leasehold Mortgagee, its nominee or its designee on the same terms and conditions as this Lease. Upon written request to a Leasehold Mortgagee made any time prior to the expiration of the Mortgagee Cure Period, as defined in Section 18.3(a) below, the Landlord and the party making such request (or its nominee) shall mutually execute a new lease for the Premises (or such portion thereof as they have an interest in or Mortgage on) 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 Leasehold Mortgagee shall have paid, or immediately pay, to the Landlord a sum of money equal to their pro rata share of all expenses, including reasonable attorneys' fees, incident to the preparation, printing, execution, delivery and recording of such new Lease Agreement. 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. The residents of the Building, under any such new lease, shall have the same right, title and interest in and to and all obligations accruing thereafter under this Lease with respect to their uninterrupted tenancy in the Building.

c.) If, within the Mortgagee Cure Period, more than one (1) request for a new Lease Agreement shall have been received by Landlord from a Leasehold Mortgagee for the Project, and/or the same portion of the Premises, priority shall be given (regardless of the order in which such requests shall be made or received) to the Leasehold Mortgagee making such a request in order of their priority of interest in the Project, or said portion of the Project; provided, however, that Landlord shall have no obligation to comply with the provisions of Section 16.4(a) above unless and until a final, non-appealable court order is entered by a court with jurisdiction to resolve the competing requests for a new lease or such competing Leasehold Mortgagee withdraws its request for a new lease agreement. 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) to the Landlord and any and all other Leasehold Mortgagee.

d.) Simultaneously with the making of such new lease agreement, the party obtaining such new lease agreement and all other parties junior in priority of interest in the Premises shall execute, acknowledge and deliver such new instruments, including new mortgages 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 Premises which was possessed by the respective parties prior to the termination of this Lease as aforesaid.

e.) Nothing contained in this Lease shall be deemed to impose any obligation on the part of Landlord to deliver physical possession of the Premises to such Leasehold Mortgagee or their respective nominee until: (a) all of Tenant's rights under this Lease have been terminated or extinguished and the Tenant has vacated the Premises or been evicted by judicial process; and (b) the new lease has been executed by all pertinent parties. Landlord agrees that it shall, at the cost of the Leasehold Mortgagee or respective nominee, cooperate in the judicial proceedings to evict the then-defaulting Tenant or any other occupants of the Premises.

f.) Upon the execution and delivery of a new lease agreement, pursuant to this Article 16, all leasehold interest which theretofore may had been assigned to the Landlord or 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 lease. Between the date of termination of this Lease and the date of execution and delivery of the new lease, if the Leasehold Mortgagee shall

have requested such new lease as provided for in this Section 16.4, the Landlord will not cancel any or sublease or assign 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 Mortgagee, except for default as permitted in such sublease.

g.) Subject to the restrictions in Section 16.4(h) below, the following shall be permitted without the consent of the Landlord and shall not constitute an involuntary assignment, transfer, sale, or Event of Default, or result in any fee: (i) the transfer of the Investor Member's interest in the Tenant, pursuant to the terms of the Tenant's Amended and Restated Operating Agreement; and (ii) the removal and replacement of the managing member of the Tenant, in accordance with the terms of the Operating Agreement.

h.) The Tenant, its Investor Member, and/or its managing member shall be prohibited from assigning its interest in Tenant and this Lease, or from transferring any portion of its ownership interest, to any person that: (i) is on any list issued by a governmental entity or agency of individuals and/or entities engaged in terrorist activities, (ii) is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, as those terms are used and defined pursuant to Sections 215.473, and 215.4725, Florida Statutes and provided said laws are legal enforceable; (iii) is convicted of a Public Entity Crime or has been placed on the Convicted Vendors List pursuant to Florida Statute 287.133 or Suspended Vendor List pursuant to Florida Statute 287.1351; or (iv) is a Debarred Contractor under 10-38 of the Code or a similar law, rule or regulation ("**Disqualified Person**"). Any assignment, sale, or transfer of Tenant, its Investor Member, its managing member or ownership interest therein of any of the aforementioned, shall not be effective unless and until a notarized affidavit is sent to the Landlord confirming that the assignee or transferee, as applicable, is not a Disqualified Person.

16.5 Leasehold in Reversion and Assignment in Lieu of Foreclosure. The Leasehold Mortgagee shall have the unrestricted right to take this Lease by a 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 Mortgagee shall not be liable for Tenant's obligations hereunder until such a time as it becomes the new tenant, either by a lease in reversion, foreclosure or assignment and then only for the period of its ownership or possession of the leasehold estate.

16.6 Rights to Sublease and Assignment. The Tenant shall, with the prior written consent of the Investor Member and the Leasehold Mortgagee, have the right to request the Landlord's consent for Tenant to assign this Lease or enter a Sublease Agreement, which consent by the Landlord shall be granted through its County Mayor or Mayor's designee, and which shall not be unreasonably withheld, conditioned or delayed (except for Tenant's rights to mortgage its leasehold interest in the Premises consistent with this Article 16 for which no consent shall be required. Any assignment and Sublease Agreement shall be subject to the provisions of section 16.4(g) above. Notwithstanding any other provisions of this Lease, no Sublease Agreement or sub-sublease shall relieve the Tenant of any obligations under the terms of this Lease, unless a release is specifically granted by the Board. Additionally, each Sublease Agreement and sub-sublease must follow the terms and conditions of this Lease and for a use in accordance with the requirements set forth in this Lease, specifically the construction and management of a Building containing a minimum of ninety-nine (99) apartments, all of which will be for elderly individuals, meeting the requirements of Elderly Housing, with all of the apartments designated for Affordable Housing. The Tenant must give written notice to Landlord, the Investor Member and any Leasehold Mortgagee specifying the name and address of any potential

assignee, sublessee and sub-sublessee to which all notices required by this Lease shall be sent, and a copy of the Sublease Agreement and sub-sublease or assignment, as applicable. The Tenant shall provide the Landlord with copies of all Sublease Agreements and sub-subleases following their execution during each quarter, without any request or demand by the Landlord. Further, the Landlord acknowledges and agrees that the leasing of individual apartments in the Building by the Tenant shall not constitute a Sublease Agreement under this Lease, and does not require consent from the Landlord, the Investor Member and/or the Leasehold Mortgagee. The Landlord agrees to grant Non-Disturbance Agreements for sublessees and/or sub-sublessees which provide, in the event of a termination of this Lease, due to an Event of Default committed by the Tenant, so long as the Tenant under the terms and conditions of this Lease has a right to cure such Event of Default, 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 is not a "related party" to the Tenant provided, however, that the Tenant, or any individual, corporation, limited liability company, general or limited partnership or other entity holding an equity interest in Tenant, shall be permitted to be a limited partner, special limited partner or investor member, as applicable, in any tax credit limited partnership or limited liability company relating to the Premises, which limited partnership or limited liability company may be a sublessee and/or sub-sublessee without being deemed a "related party"; and

(b) the sublessee and any sub-sublessee shall follow the terms and conditions of its Sublease Agreement and any sub-sublease; and

(c) the sublessee and any sub-sublessee shall agree to attorn to the 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 Sublease Agreements and sub-subleases, and provided further that any such Sublease Agreement and sub-sublease do not extend beyond the expiration of the Term of this Lease.

16.7 Estoppel Certificates from Landlord. Upon request of Tenant, the Investor Member or any Leasehold Mortgagee, the Landlord agrees to give such requesting party an estoppel certificate in accordance with Section 21.2 hereof. If requested by the Senior Leasehold Mortgagee, such estoppel will be on the Senior Leasehold Mortgagee's form attached hereto as Exhibit "G".

16.8 Limited Waiver of Landlord Lien. In order to enable Tenant to secure financing for the purchase of fixtures, equipment, and other personal property to be located on or in the Premises, whether by security agreement and financing statement, mortgage or other form of security instrument, the Landlord, by its County Mayor, or designee, 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 personal property.

16.9 No Subordination or Mortgaging of Landlord's Fee Title. There shall be no subordination of Landlord's fee simple interest in the Premises and/or any portion of the Demised Property to the lien by any Leasehold Mortgagee nor shall the Landlord be required to join in such mortgage financing. No Leasehold Mortgagee may impose any lien upon the Landlord's fee simple interest in the Premises and/or the Demised Property.

16.10 Development Rights in Favor of Landlord. Prior to Commencement of Construction, the Tenant shall secure from any and all Leasehold Mortgagees a written agreement which acknowledges and confirms the Landlord's right, prior to any (i) assignment of this Lease to

any Leasehold Mortgagee in a foreclosure action or (ii) Leasehold Mortgagee's assignment of this Lease in lieu of foreclosure, to commence or continue with the development of the Project, or any portion thereof, on the Premises, 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 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 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.

16.11 Sale or Refinancing of the Project. The Landlord and Tenant acknowledge and agree that the Tenant shall have the right to refinance its leasehold interest in the Premises, as well as its interest in the Project, including the Building and/or the other Improvements, at any time during the Term of this Lease. The Tenant may not sell its leasehold interest in the Premises, including the Building and/or other Improvements, without the prior written consent of the Landlord, Investor Member and Leasehold Mortgagee, which consents shall not be unreasonably withheld, conditioned or delayed. Notwithstanding any language contained herein to the contrary, the parties further acknowledge and agree that if the Tenant elects to sell, refinance or otherwise transfer its leasehold interest and/or a controlling interest in Tenant, the Tenant shall be required to pay upon every such sale, refinance, or transfer, all Deferred Rent due and owing up to the date of closing of such sale, refinance or transfer, as a condition thereof, and the sums shall be paid to the fullest extent possible from funds remaining after applicable and customary third party closing costs incurred in connection with the sale, refinance, or transfer, including the payment of all amounts due on the Senior Leasehold Mortgage, as applicable. If Deferred Rent is not paid in full in connection with the aforementioned sale, refinance, or transfer, the unpaid amount will continue as Rent as provided in Section 3.1 above.

16.12 Notices to Leasehold Mortgagee. The Landlord hereby acknowledges and agrees that with respect to any Leasehold Mortgagee for which it has been provided notice of its involvement in the Project, in accordance with Section 16.2 of this Lease, the Landlord shall provide to the Leasehold Mortgagee copies of any and all relevant notices sent to the Tenant, which might impact the Tenant's leasehold interest in the Premises. For example, such requirement to provide the Leasehold Mortgagee with copies of all relevant notices shall not include notices pertaining to rent and/or other periodic billing notices.

ARTICLE 17
EMINENT DOMAIN

17.1 Taking of Premises. 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 Premises ("**Total Taking**"), such Total Taking shall be deemed to have caused this Lease to terminate and expire on the date of such Total Taking. Tenant's right to recover a portion of the award for a Total Taking, as hereinafter provided, is limited to the fair market value of the Building and/or other Improvements, equal to the total amount of the award, minus the value of the land taken (considered unimproved, but encumbered by this Lease and subject to Section 17.4 of this Lease), and in no event shall Tenant be entitled to compensation for any fee interest in the Premises. Notwithstanding anything herein contained to the contrary, the

Landlord shall be entitled to receive from the condemning authority not less than the value of the Premises (the land taken considered unimproved, but encumbered by this Lease). The portion of the award attributable to the Tenant hereunder or pursuant to a Partial Taking as described in Section 17.2, which shall be the total amount of the award, minus the value of the Premises, as set forth in the preceding sentence, shall be paid to the Senior Leasehold Mortgagee, or an independent trustee acceptable to the Senior Lender Mortgagee, and be applied in accordance with the Senior Loan Documents. For the purpose of this Article 17, the date of Taking shall be deemed to be either the date on which actual possession of the Premises or a portion thereof, as the case may be, is acquired by any lawful power or authority pursuant to the Taking or the date on which title vests therein, whichever is earlier. All Rents and other payments required to be paid by Tenant under this Lease shall be paid up to the date of such Total Taking. The Tenant and Landlord shall, in all other respects, keep, observe and perform all the terms of this Lease up to the date of such Total Taking.

17.2 Proceeds of Taking. In the event following any such Total Taking as aforesaid, this Lease is terminated, or in the event following a Taking of less than the whole of the Premises ("**Partial Taking**") this Lease is terminated as provided for in Section 17.3 herein, the proceeds of any such Taking (total or partial) shall be distributed as described in Section 17.1. If the value of the respective interests of Landlord and Tenant shall be determined according to the foregoing provisions of this Section 17.2 in the proceeding pursuant to which the Premises shall have been taken, the values so determined shall be conclusive upon Landlord and Tenant. If such values shall not have been separately determined in such proceeding, such values shall be fixed by agreement between Landlord and Tenant, and consented to by the Investor Member and the Leasehold Mortgagee, 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. The Leasehold Mortgagees shall be entitled, to participate in any proceedings in connection with a Taking or Partial Taking, and to receive directly from the Taking Authority any sums to which they are found to be entitled.

17.3 Partial Taking; Termination of Lease. In the event of a Partial Taking, the Tenant shall have the right to rebuild or restore the Project, unless the Senior Leasehold Mortgagee consents to or requires distribution of the proceeds of the award, as authorized by, and in accordance with the Senior Loan Documents and the Leasehold Mortgagee and Investor Member consents to termination of the Lease. If, in the event of a Partial Taking, the remaining portion of the Premises not so taken cannot be adequately restored, repaired or reconstructed so as to constitute a complete architectural unit of substantially the same usefulness, design, construction, and commercial feasibility, as immediately before such Partial Taking, as determined by the Leasehold Mortgagee and the Investor Member, in their sole discretion, then the Tenant shall have the right, to be exercised by written notice to Landlord within one hundred twenty (120) days after the date of the Partial 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 Partial 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 Premises not taken may be sold to the governmental entity Taking the adjoining Premises, 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. The Leasehold Mortgagee, the Investor Member and the Tenant shall have the right to participate in any condemnation proceedings regarding the Partial Taking of the Premises. Subject and subordinate to the rights of any Leasehold Mortgagee, the Landlord shall also have the option to purchase Tenant's interest under this Lease in the remainder of the Premises at the greater of (i) its fair market value and (ii) the amount necessary to pay off all existing liabilities of the Tenant, including all debt secured by

a Leasehold Mortgage (including all fees, charges, prepayment penalties or similar thereto). The Landlord may exercise such option for a period of ninety (90) days after being provided with the amount to pay off all existing liabilities of the Tenant, along with being given 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 Project, 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 Premises. All appraisal costs shall be split equally between the Landlord and Tenant.

17.4 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 Premises taken in such condemnation proceedings; and, as to that portion of the Premises not taken, the Tenant shall proceed at its own cost and expense, subject to the availability of the condemnation award proceeds and the rights of the Senior Leasehold Mortgagee hereunder, to either make an adequate restoration, repair or reconstruction or to rebuild a new Building upon the Premises not affected by the Taking, unless any of the following shall occur: (i) the Tenant, with the prior written consent of the Investor Member and the Leasehold Mortgagee, in accordance with its loan documents, reasonably determines that the Project, cannot be adequately repaired, restored or reconstructed, so as to constitute a complete architectural unit of substantially the same effectiveness or usefulness, as prior to such Partial Taking; (ii) the award to the Tenant for such Partial Taking is insufficient to pay for such restoration, repair or reconstruction, in the determination of the Investor Member and Leasehold Mortgagee; or (iii) the Partial Taking results in making it impossible or unfeasible to reconstruct, restore, repair or rebuild a new Building on any portion of the remaining Premises, in the determination of the Leasehold Mortgagee and the Investor Member. The Tenant's share of the award shall be determined in accordance with Section 17.1 herein. Such award to Tenant shall, subject to the consent of the Investor Member and the Leasehold Mortgagee, be used by Tenant for its reconstruction, repair or rebuilding of the Project. Any excess award after such reconstruction, repair or rebuilding, unless otherwise required by the Leasehold Mortgagee under the applicable Leasehold Mortgagee loan documents, shall be retained by Tenant. In the event, the Partial Taking results in making it impossible or unfeasible to reconstruct, restore, repair or rebuild a new Project, Tenant's share of the award shall be determined in accordance with Section 17.1 herein.

17.5 Temporary Taking. If the whole or any part of the Premises or of Tenant's interest under this Lease be taken or condemned by any competent authority for its or their temporary use or occupancy not exceeding one (1) year (a "**Temporary Taking**"), then subject to the prior written consent of the Investor Member and Leasehold Mortgagee, the Tenant may elect to terminate the remaining Term of this Lease. If the Tenant fails to terminate this Lease, and the Tenant shall continue to pay, in the manner and at the times herein specified, the full amounts of the Rent and all other charges payable by Tenant hereunder and, except only to the extent that the 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 Temporary 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, the amount of any such abatement will be determined in accordance with Section 17.1), which amount Landlord shall be entitled to claim from the Taking Authority, whether paid by way of damages, rent or otherwise. Any applicable award to

the Tenant shall be paid to the Senior Leasehold Mortgagee, or an independent trustee acceptable to the Senior Leasehold Mortgagee, and shall be distributed in accordance with the Senior Loan Documents. The 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 Project, 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.

ARTICLE 18
DEFAULT BY TENANT OR LANDLORD

18.1 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 ninety (90) calendar days after written notice thereof from Landlord to Tenant, with copies thereof to Investor Member and each Leasehold Mortgagee who shall have notified Landlord of its name, address and interest prior to such notice, provided, however, that in the event of Deferred Rent due to insufficient Net Annual Cash Flow in accordance with Section 3.1 herein, no Event of Default shall occur, and such Deferred Rent shall continue to accrue during the Term of this Lease. Upon the occurance of an Event of Default hereunder, Landlord may, at it's option, in its sole discretion, declare all Deferred Rent, together with all accrued and unpaid interest thereon, due and payable in full.

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, or Additional Rent revenues or other monies due the 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 the Investor Member and each Leasehold 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, the Tenant fails within said thirty (30) day period to proceed promptly and with due diligence and in good faith to cure said default and to finalize the cure within a reasonable time period thereafter not to exceed one (1) year from the date of the default notice. The rights of the Investor Member or any Leasehold Mortgagee hereunder shall remain unaffected until it receives notice in accordance with this Section and Section 16.3 and Investor Member and any Leasehold Mortgagee shall continue to have all extended cure rights provided for in Section 18.

c.) Default arising from the Tenant's failure to abide by any Laws and Ordinances that result in Tenant or any of its principals being found to have committed intentional acts of fraud against or materially affecting any governmental body. The parties agree that if Tenant has been found to be in violation of any such laws in which the Tenant is subject to criminal fines, and/or final adjudication of any imprisonment of any owner of the Tenant, major shareholder and/or officer of the Tenant, then the Tenant shall automatically be in default of this Lease, without any right to cure, and, subject to the terms of Section 18.2(c) and Investor Member's right to replace a managing member of Tenant under Section 7.7 of the Operating Agreement, 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. Notwithstanding the foregoing, the Landlord acknowledges that a Leasehold Mortgagee holding a mortgage lien on the leasehold interest of Tenant

hereunder shall have the rights granted to it as a Leasehold Mortgagee. Furthermore, and notwithstanding the foregoing, the Landlord acknowledges that the Investor Member shall have rights granted to it in the Operating Agreement which permit the Investor Member to remove and replace the managing member of Tenant with a new managing member which it deems acceptable.

18.2 Failure to Cure Default by Tenant.

a.) If an Event of Default of Tenant shall occur, the Landlord, at any time after the periods set forth in Section 18.1, and provided Tenant has failed to cure such Event of Default within such applicable period, shall give written notice to Tenant, the Investor Member and to any Leasehold Mortgagee who has notified Landlord in accordance with Sections 16.2 or 16.3, specifying such Events of Default of Tenant and stating that this Lease and the Term hereby demised shall terminate on the date specified in such notice, which shall be at least thirty (30) days after the giving of such notice, and upon the date specified in such notice, this Lease and the Term hereby demised and all rights of Tenant under this Lease, shall terminate.

b.) Subject to the terms in Sections 16.2, 16.3, 18.2(c) and 18.3, if an Event of Default of Tenant shall occur, unless such remedy is otherwise described in this Lease, then Landlord, at any time after expiration of the cure periods, 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 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 has not been cured following the expiration of any required notice and cure period, this Lease shall terminate.

iv. to immediately terminate this Lease, with or without judicial intervention, and require the Tenant to vacate the Premises, including, at the Landlord's election, to remove any and all of the Tenant's personal property from the Premises. Should the Tenant fail to remove any or all of its personal property from the Premises within fifteen (15) calendar days, such personal property shall be deemed abandoned by the Tenant.

18.3 Rights of the Investor Member, Leasehold Mortgagees, Sublessees and Subleasehold Mortgagees.

a.) Landlord shall give notice of an Event of Default to the Investor Member and any Leasehold Mortgagee as required by Sections 16.3 and 18.1 herein, and the Investor Member and such Leasehold Mortgagee, as applicable, shall have 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 thirty (30) days for a monetary default and sixty (60) days for non-monetary defaults from the expiration date of Tenant's cure period

contained in the notice given pursuant to Sections 16.3 and 18.1(b) 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 provided, however, that in no event shall the time to cure an Event of Default exceed one (1) year from the date of the date of notice of an Event of Default to the Investor Member and any Leasehold Mortgagee (collectively, the "Mortgagee Cure Period").

b.) Section 18.3.a notwithstanding, in the case of a non-monetary Event of Default that is, by its nature, incapable of being cured by Leasehold Mortgagee, Landlord shall not terminate the Lease so long as Leasehold Mortgagee continues to pay Rent as and when due in accordance with the Lease and has timely cured all other Events of Default which are capable of being cured by such Leasehold Mortgagee.

c.) Leasehold Mortgagee shall have an additional period of two (2) years, provided that Leasehold Mortgagee is proceeding with all due diligence and in good faith, to enable such Leasehold Mortgagee to apply for the appointment of a receiver, to acquire the Tenant's leasehold interest by foreclosure or deed-in-lieu of foreclosure or secure other remedies necessary to enable the Leasehold Mortgagee to take control of the Premises, and if applicable, to obtain relief from any bankruptcy stay in the Tenant's bankruptcy sufficient to enable sufficient time for Leasehold Mortgagee to effect the foregoing remedies. In the event that Leasehold Mortgagee requires additional time beyond the two (2) year time period provided within this subsection 18.3.c., the Mayor or Mayor's Designee may authorize up to one (1) additional year provided that the Mayor or Mayor's Designee receives reasonably satisfactory evidence that Leasehold Mortgagee is proceeding with all due diligence and in good faith to effect the foregoing remedies.

d.) In the event the leasehold estate created by this Lease hereunder shall have been duly acquired by such Leasehold Mortgagee or any purchaser at a foreclosure sale, deed in lieu, or similar action (hereinafter referred to as "**Foreclosure Purchaser**") then Landlord will look to such new tenant to perform the obligations of Tenant hereunder. only from and after the date of foreclosure or possession and will not hold such new Tenant responsible for the past actions or inactions of the prior Tenant. If any Event of Default of Tenant capable of being cured by Leasehold Mortgagee or Foreclosure Purchaser, as applicable, shall have been duly cured, then the notice of termination of this Lease based upon Tenant'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 upon a Leasehold Mortgagee or Foreclosure Purchaser taking possession of the Lease and an Event of Default of prior Tenant remains outstanding which is capable of being cured by Leasehold Mortgagee or Foreclosure Purchaser, such Event of Default shall be cured within ninety (90) days of such Leasehold Mortgagee or Foreclosure Purchaser securing the Tenant's leasehold interest in this Lease (or such longer period as approved by Landlord if such Event of Default is not reasonably capable of being cured within ninety (90) days), the Landlord reserves the right to (and must do so to effect a termination) give such Leasehold Mortgagee or any Foreclosure Purchaser, as applicable, 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 any Foreclosure Purchaser, as applicable, to cure such prior Event of Default by Tenant. After the giving of such notice of termination to such Leasehold Mortgagee or any Foreclosure Purchaser and upon the expiration of said thirty (30) days, during which time such Leasehold Mortgagee or Foreclosure Purchaser, as applicable, shall have failed to cure such default, this Lease and the remaining Term thereof shall end and terminate 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 Agreement shall also automatically terminate. If the Tenant or the Leasehold

Mortgagee or any Foreclosure Purchaser is in possession either personally or by a receiver, the Tenant, or such Leasehold Mortgagee or any Foreclosure Purchaser or such receiver as the case may be, shall then quit and peacefully surrender the Premises to the Landlord. Notwithstanding anything contained herein to the contrary, such Leasehold Mortgagee shall not be required to institute foreclosure proceedings if it is able to acquire and does acquire Tenant's interest in the leasehold estate by any other means so long as such Leasehold Mortgagee fulfills all other requirements of this Article 18.

i. Simultaneously with the making of such new lease agreement, the party obtaining such new lease agreement and all other parties junior in priority of interest in the Premises shall execute, acknowledge and deliver such new instruments, including new mortgages 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 Premises which was possessed by the respective parties prior to the termination of this Lease as aforesaid.

ii. Nothing contained in this Lease shall require any Leasehold Mortgagee or Foreclosure Purchaser, as applicable, as a condition to its exercise of its right to enter into a new lease, to cure any Event of Default of Tenant prior to entering into such new lease and the Leasehold Mortgagee or Foreclosure Purchaser shall instead cure all Events of Default that are capable of being cured in order to comply with the provisions of this Section 18.3 following the execution of the new lease.

18.4 Rights of Landlord after Termination. Following termination of this Lease for a Tenant default, the Tenant shall be liable to the Landlord for any Rent, Additional Rent, Impositions and damages due and owing as of the date of termination. Subject to the Leasehold Mortgagee's right to request a new lease under Section 16.4, Landlord may re-let the Premises 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 acts reasonably in attempting to re-let the Project, or any part thereof, and in collecting rent due from such re-letting during the balance of the Term of this Lease or any renewal thereof. Provided the Landlord acts reasonably to mitigate damages, the Landlord shall in no way be responsible or liable for any failure to re-let the Premises or any part thereof, or for any failure to collect any rent due for any such re-letting.

18.5 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.

18.6 **Events of Default by Landlord**. The provisions of Section 18.7 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 ninety (90) days after written notice thereof from Tenant, to the 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 ninety (90) days, Landlord fails within said ninety (90) day period to proceed promptly after such notice and with due diligence and in good faith to cure said Event of Default.

18.7 **Failure to Cure Default by Landlord**. If an Event of Default of Landlord shall occur, Tenant at any time after the period set forth in Section 18.6 shall have the following rights and remedies which are cumulative:

a.) In addition to any and all other remedies, in law or in equity, that Tenant may have against Landlord, Tenant, shall be entitled to sue Landlord for all actual damages (as limited by Article 14 above), costs and expenses arising from Landlord's committing an Event of Default hereunder and to recover all such damages, costs and expenses, but excluding 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 Premises to the Landlord; provided, however, that the Tenant shall not terminate this Lease as to any portion thereof which is subject to a Sublease Agreement, without providing at least thirty (30) days written notice to the applicable sublessee, and obtaining the written consent of the sublessee to such termination.

18.8 **No Waiver by Tenant**. The 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 19
NOTICES

19.1 **Addresses**. All notices, demands or requests by Landlord to Tenant shall be deemed to have been properly served or given, if addressed to the parties as referenced below, unless, at any time during the Term of this Lease, a party may, in writing, notify the other party of a change of address.

To Landlord:
Internal Services Department,

111 N.W. First Street, Suite 2460
Miami, Florida 33128
Attention: Director

With a copy to:
Attention: County Attorney,
111 N.W. First Street, Suite 2800
Miami, Florida 33128

To Tenant:
Wellspring, LLC
191 Peachtree Street, N.E., Suite 4100
Atlanta, Georgia 30303
Attention: Kareem T. Brantley
Email: kbrantley@integral-online.com

With a copy to:
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 W. Flagler Street, Suite 2200
Miami, Florida 33130
Attention: Brian J. McDonough
Email: bmcdonough@stearnsweaver.com

To Investor Member:
PNC Middle Tier 6, LLC
c/o PNC Real Estate
121 S.W. Morrison Street, Suite 1300
Portland, Oregon 97204
Attention: Asset Management

With a copy to:
Kutak Rock LLP
1650 Farnam Street
Omaha, Nebraska 68102
Attention: Beth M. Ascher, Esq.
Email: beth.ascher@kutakrock.com

To Lender:
PNC Bank, National Association
101 South Fifth Street, 7th Floor
Mailstop K1-K201-07-4
Louisville, Kentucky 40202
Attention: Loan Administrator

With a copy to:
Kutak Rock LLP
1650 Farnam Street
Omaha, Nebraska 68102
Attention: Richard Bonness, Esq.

Email: richard.bonness@kutakrock.com

PNC Bank, National Association
26901 Agoura Road, Suite 200
Calabasas Hills, California 91301
Attention: Loan Administration Manager
Email: CustomerCare@pnc.com

With a copy to:
Federal Home Loan Mortgage Corporation
8100 Jones Branch Drive, MS B4P
McLean, Virginia 22102
Attention: Multifamily Operations - Loan Accounting
Email: mfla@freddiemac.com

and to:
Federal Home Loan Mortgage Corporation
8200 Jones Branch Drive
McLean, Virginia 22102
Attention: Managing Associate General Counsel –
Multifamily Legal Division
Email: guy_nelson@freddiemac.com

19.2 Method of Transmitting Notice. All notices, demands or requests (a "Notice") shall be sent by: (a) United States registered or certified mail, return receipt requested, (b) hand delivery, (c) nationally recognized overnight courier, or (d) electronic mail ("email"), provided, for email, the recipient confirms receipt of the email message within 24 hours of the email message being sent. 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 the earlier of: (i) the date received, or (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, or (iv) on the fifth (5^{th}) day after being deposited in a United States mailbox receptacle.

ARTICLE 20
QUIET ENJOYMENT

20.1 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, conditions, agreements, and provisions of this Lease, shall peaceably and quietly have, hold and enjoy the Premises during the Term of this Lease without interruption, disturbance, hindrance or molestation by Landlord or by anyone claiming by, through or under Landlord.

ARTICLE 21
CERTIFICATES BY LANDLORD AND TENANT

21.1 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, such as an estoppel, in writing setting forth the Rent, Additional Rent, payments and other

monies then payable under this Lease, if then known; certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modification), and the dates to which the Rent, Additional Rent, 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 21.1 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.

21.2 Landlord Certificates. Landlord agrees at any time and from time to time, upon not less than thirty (30) days prior written notice by Tenant, Investor Member, or by a Leasehold Mortgagee to furnish a statement, such as an estoppel, in writing, or in substantially the form attached hereto as Schedule 21.2 (or if requested by Senior Leasehold Mortgagee, on the form attached hereto as Exhibit G), setting forth the Rent, Additional Rent, payments and other monies then payable under this Lease, if then known; certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications that this Lease is in full force and effect as modified and stating the modifications) and the dates to which the Rent, Additional Rent, and other monies have been paid; stating whether or not to the best of Landlord's knowledge, the Tenant is in default in keeping, observing and performing any of the terms of this Lease, and, if the Tenant shall be in default, specifying each such default of which Landlord may have knowledge. It is intended that any such statement delivered by the County Mayor, or the County Mayor's designee, pursuant to this Section 21.2 may be relied upon by Tenant, Investor Member, Leasehold Mortgagee, any prospective assignee, or transferee of Tenant's interest in this Lease, any prospective Leasehold Mortgagee or any assignee thereof, but reliance on such certificate may not extend to any default of Tenant.

ARTICLE 22
CONSTRUCTION OF TERMS AND MISCELLANEOUS

22.1 Force Majeure. Immediately upon an obligated party becoming aware of an event of Force Majeure which will delay the obligated party from performing its obligations under this Lease but no later than thirty (30) days of the obligated party having become aware of such Force Majeure, such obligated party shall give notice to the other party in writing of the Force Majeure event, the impact thereof on the obligated party's obligations under this Lease, and the anticipated time extension necessary to perform. Except for financial obligations, including but not limited to the payment of Rent: (a) the obligated party shall be entitled to an extension of time equal to the event or period of time giving rise to the event of Force Majeure, but in no event greater than one hundred eighty (180) calendar days, because of its inability to meet a time frame or deadline specified in this Lease, where such inability is caused by an event of Force Majeure; and (b) neither party shall be liable for loss or damage or deemed to be in default hereof due to any such Force Majeure event, provided that party has notified the other as specified herein and further provided that such Force Majeure event 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 a Force Majeure event within the thirty (30) days of its discovery by a party shall not void the need for an extension but the time period between the expiration of the thirty (30) days period and the date actual notice of the Force Majeure event is given shall not be credited to the obligated party in determining the anticipated time extension. The parties hereby acknowledge and agree that neither the Coronavirus disease (commonly known as the COVID-19 pandemic), nor any of its variants, no matter when such variants may emerge, shall qualify as an event giving rise to Force Majeure.

22.2 Attorneys' Fees. The Landlord and Tenant hereby acknowledge and agree that each party shall be responsible for its own attorneys' fees, unless otherwise described in this Lease. Each parties' responsibility for its own attorneys' fees shall include, but not be limited to, court cost, witness fees, and other related expenses, whether at trial and/or on appeal.

22.3 Landlord's Rights As Sovereign. Notwithstanding any provision of this Lease and the Landlord's status as a county government thereunder:

a.) The Landlord retains all of its sovereign prerogatives and rights as a county under Florida laws (but not in regard to its status as the 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 Building and/or other Improvements provided for in this Lease; and

b.) The Landlord shall not by virtue of this Lease be obligated to grant the Tenant, any Leasehold Mortgagee, or any other person or entity associated with the Premises 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 Building and other Improvements provided for in this Lease.

22.4 Additional Provisions.

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, as amended, applicable to nondiscrimination in employment and abide by Executive Order 11246 which requires equal employment opportunity.

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.

iv. Age Discrimination- 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 a person's disability. The Tenant agrees to abide and be governed by the requirements of the Americans with Disabilities Act (ADA).

22.5 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.

22.6 Captions. The article headings and captions of this Lease and the Table of Contents, if any, 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.

22.7 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.

22.8 Recording. A Memorandum of this Lease shall be recorded by either party among the Public Records of Miami-Dade County, Florida, at the sole cost of the Tenant.

22.9 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.

22.10 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.

22.11 Entire Agreement. This Lease contains the entire agreement between the parties hereto and shall not be modified, supplemented, or amended in any manner except by an instrument in writing executed by the parties hereto. Further, this Lease shall not be amended, supplemented, or modified without the prior written consent of the Leasehold Mortgagees and Investor Member.

22.12 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 any Leasehold Mortgagees).

22.13 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.

22.14 Calendar Days. Any mention in this Lease of a period of days for performance shall mean calendar days, unless otherwise described or required by this Lease.

22.15 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 this Lease.

22.16 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.

22.17 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

22.18 [*Reserved*]

22.19 No Merger of Title. The Landlord and Tenant hereby acknowledge and agree that there shall be no merger of the leasehold estate created by this Lease with the fee estate in either the Demised Property or the Premises.

22.20 Rights of Leasehold Mortgagees. In the event of multiple Leasehold Mortgagees, the rights of the Senior Leasehold Mortgagee shall have first priority over any other Leasehold Mortgagees claiming rights under this Lease.

ARTICLE 23
REPRESENTATIONS AND WARRANTIES

23.1 Landlord's Representations, Warranties and Covenants. Landlord hereby represents and warrants to Tenant 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 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. The Landlord hereby further agrees that it shall not enter into any mortgage encumbering the fee estate, during the Term of this Lease, unless the beneficiary of such mortgage grants and provides written subordination of the fee mortgage to the Senior Leasehold Mortgagee and Leasehold Mortgagee, and if applicable any Sublease Agreement and/or new Lease Agreement. Within thirty (30) days after the Commencement Date ("Title Due Diligence Period"), Tenant may obtain a title report and complete relevant due diligence to confirm that there is no existing security interest in the fee estate which is senior in priority to any Leasehold Mortgage. In the event Tenant identifies such a security interest and the same would materially inhibit the Project, Tenant shall have the option to terminate this Lease by providing written notice to the County within five (5) days after the Title Due Diligence Period.

23.2 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 24
EQUAL OPPORTUNITY

The Tenant hereby agrees that it 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 (promotion); transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship.

The 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 Lease, the 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 the Tenant or any owner, subsidiary or other firm affiliated with or related to the Tenant is found by the responsible enforcement agency or the Landlord to be in violation of the Americans with Disabilities Act or the Resolution, such violation shall render this Lease void. This Lease shall be void if the Tenant submits a false affidavit pursuant to the Resolution or the Tenant violates the Americans with Disabilities Act or the Resolution during the Term of this Lease, 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 any grant or loan made by the Landlord, which is directly connected, or reflects upon the Premises, and/or the Building and any other Improvements thereon:

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

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

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

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

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

f.) *Florida Statutes*, Section 112.042;

ARTICLE 25
INSPECTOR GENERAL REVIEWS

25.1 Independent Private Sector Inspector General Reviews:
Pursuant to Miami-Dade County Administrative Order 3-20, the Landlord has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "**IPSIG**"), whenever the Landlord deems it appropriate to do so. Upon written notice from the Landlord, the Tenant shall make available to the IPSIG retained by the Landlord, all requested records and documentation pertaining to this Lease for inspection and reproduction. The Landlord shall be responsible for the payment of these IPSIG services. The terms of this provision apply to the Tenant, its officers, agents, employees, subcontractors, sublessees and assignees. Nothing contained in this provision shall impair any independent right of the Landlord to conduct an audit or investigate the operations, activities and performance of the Tenant in connection with this Lease. The terms of this Article shall not impose any liability on the Landlord by the Tenant or any third-party.

25.2 Miami-Dade County Inspector General Review: According to Section 2-1076 of the Code, the Landlord has established the Office of the Inspector General which may, on a random basis, perform audits on all Miami-Dade County contracts, throughout the duration of said contracts.

The Inspector General shall have the power and authority to perform audits on all Miami-Dade County contracts including, but not limited to, this Lease. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed Miami-Dade County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the Project is on time, within budget and in conformance with Plans and Specifications and all applicable Laws and Ordinances. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to this Lease, if any. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to Project design, specifications, proposal submittals, activities of the Tenant, its officers, agents and employees, lobbyists, the Landlord's staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Tenant from the Inspector General or IPSIG retained by the Inspector General, the Tenant shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Tenant's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all Project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 26
FLORIDA PUBLIC RECORDS ACT

26.1 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 Landlord in order to perform the service; and

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; and

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 the Term of this Lease and following completion of the work under this Lease if the Tenant does not transfer the records to the Landlord; and

d.) Meet all requirements for retaining public records and transfer to the Landlord, at no cost to the Landlord, all public records created, received, maintained and/or directly related to the performance of this Lease that are in possession of the Tenant upon termination of this Lease. Upon termination of this Lease, the Tenant 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 Landlord in a format that is compatible with the information technology systems of the Landlord.

26.2 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.

26.3 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 18 of this Lease. The Tenant's obligations under this article shall survive the termination of this Lease.

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
Internal Services Department
111 N.W. First Street, 21 Floor
Miami, Florida 33128
Attention: Salomee Peters
Email: Salomee.Peters@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: _____

Assistant County Attorney

ATTEST:

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____

LANDLORD:

Miami-Dade County,
a political Subdivision of the State of Florida
BY ITS BOARD OF COUNTY COMMISSIONERS

By:
Name: _____
Title: _____

Date: _____

TENANT:

Wellspring LLC

a Colorado limited liability company, which is authorized to transact business in the State of Florida as Wellspring Apartments LLC, a foreign limited liability company

By: _____
Name: Kareem T. Brantley
Title: Principal

Date: 07/13/2023

EXHIBIT "A"
LEGAL DESCRIPTION AND ILLUSTRATION OF THE DEMISED PROPERTY

[***attached***]

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 5/1/2023

Property Information	
Folio:	08-2122-026-0010
Property Address:	14701 NW 27 AVE Opa-locka, FL 33054-3350
Owner	MIAMI-DADE COUNTY ISD/REDD
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128
PA Primary Zone	8500 CIVIC/GOV'T
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	44,959 Sq.Ft
Lot Size	164,822 Sq.Ft
Year Built	Multiple (See Building Info.)

Assessment Information			
Year	2022	2021	2020
Land Value	$659,288	$315,288	$1,261,152
Building Value	$3,152,581	$2,814,478	$2,854,686
XF Value	$450,005	$456,117	$462,226
Market Value	$4,261,874	$3,585,883	$4,578,064
Assessed Value	$4,261,874	$3,585,883	$4,578,064

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$4,261,874	$3,585,883	$4,578,064
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$4,261,874	$3,585,883	$4,578,064
Taxable Value	$0	$0	$0
City			
Exemption Value	$4,261,874	$3,585,883	$4,578,064
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$4,261,874	$3,585,883	$4,578,064
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
County	Exemption	$4,261,874	$3,585,883	$4,578,064
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

Short Legal Description
ALUMINUM INDUSTRIAL PARK PB 78-50
LOTS 1 & 2 BLK 1 & LOTS 5 & 10
BLK 7 OPA LOCKA INDUSTRIAL PK
PB 77-73
LOT SIZE 164822 SQ FT M/L

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

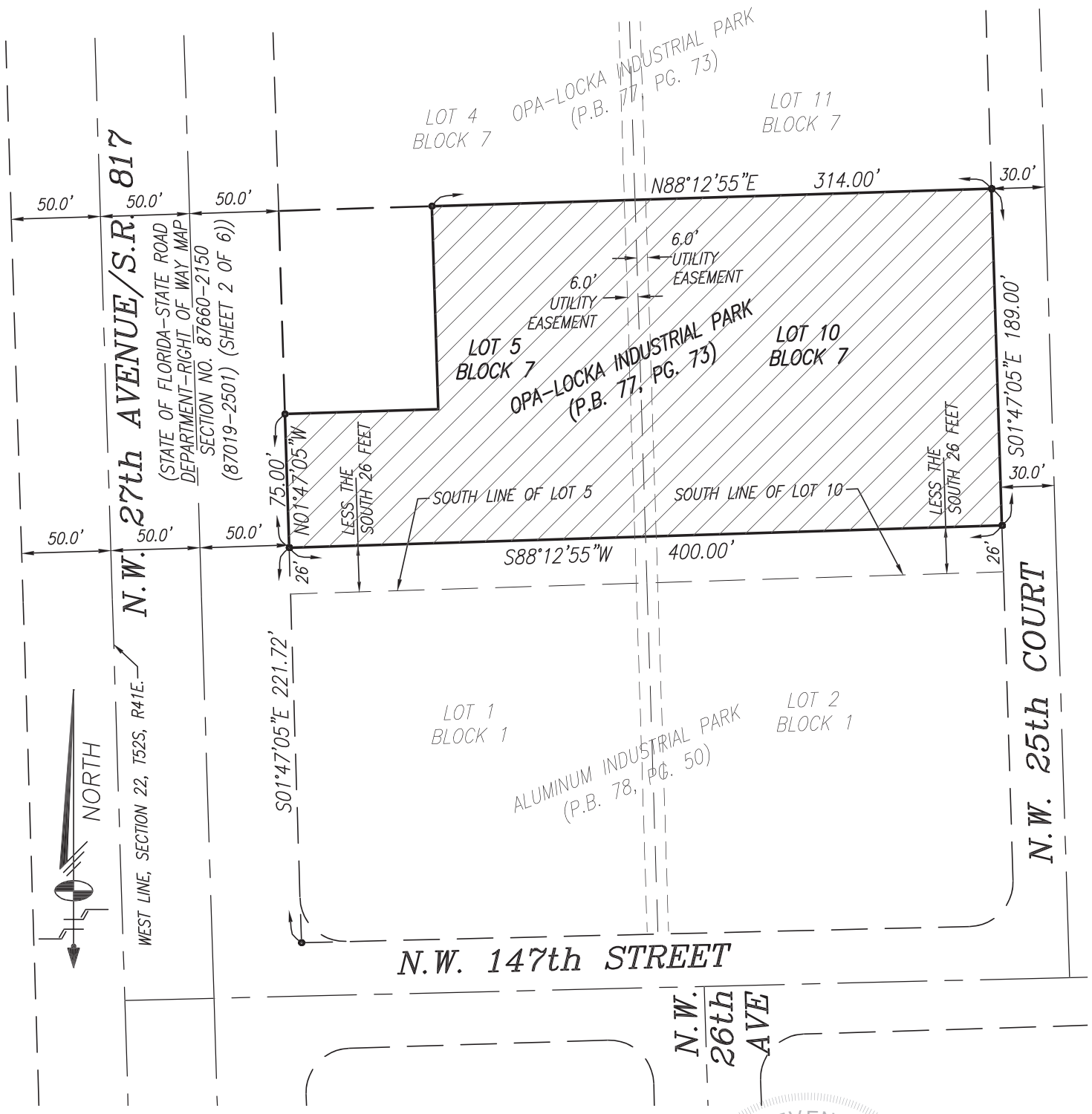
Version:

EXHIBIT “B”
LEGAL DESCRIPTION OF THE PREMISES

[***attached***]

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PARCEL



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

SCALE 1"=80'

SHEET 1 OF 2 SHEETS

Schwebke-Shiskin & Associates, Inc.

LAND SURVEYORS–ENGINEERS–LAND PLANNERS – 3240 CORPORATE WAY–MIRAMAR, FL 33025

PHONE No.(954)435-7010 FAX No. (954)438-3288

ORDER NO. 212702

DATE: OCT. 27, 2020

THIS IS NOT A " BOUNDARY SURVEY"

CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION:

Mark Steven Johnson

MARK STEVEN JOHNSON, PRINCIPAL

FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

MARK STEVEN JOHNSON LICENSE No. 4775 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

REVISIONS
REVISE S. PL
02/16/22
214713

K:\225241\OPA-LOCKA INDUSTRIAL PARK\SKETCH AND LEGALS\PORTIONS OF LOT 5 AND LOT 10 (REV 2).DWG

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

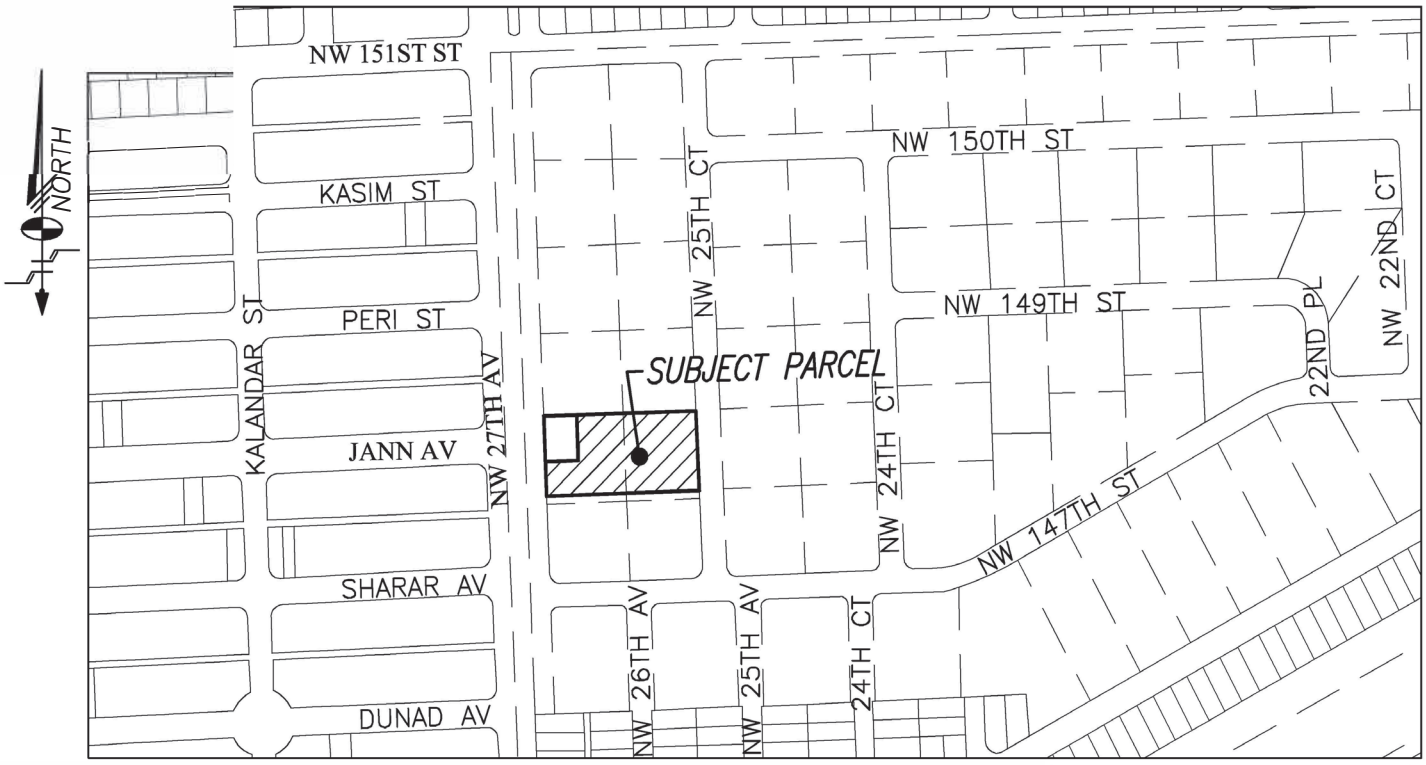
PARCEL

LOT 5 AND LOT 10 IN BLOCK 7, LESS THE SOUTH 26.00 FEET THEREFROM, "OPA-LOCKA INDUSTRIAL PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 77, PAGE 73, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

ALSO LESS THEREFROM:

THE NORTH 114.00' OF THE WEST 86.00' OF SAID LOT 5, BLOCK 7 "OPA-LOCKA INDUSTRIAL PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 77, PAGE 73, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LYING AND BEING IN SECTION 22, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA.



SCALE 1"=500'

LOCATION SKETCH

A PORTION OF SECTION 22-52S-41E
MIAMI-DADE COUNTY, FLORIDA.

LEGEND:

P.B.	DENOTES PLAT BOOK
PG.	DENOTES PAGE
℄	DENOTES CENTERLINE
	DENOTES SUBJECT PARCEL

NOTES:

1) BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF N01°47'05"W ALONG THE WEST BOUNDARY LINE OF SAID LOT 5, BLOCK 7.
2) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.
3) THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITY (ENTITIES) NAMED HEREON ONLY. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
4) AREA OF PARCEL AS DESCRIBED: ±65,798 SQ.FT. (± 1.511 ACRES).
5) ORDERED BY: WELLSPRING, LLC.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

SHEET 2 OF 2 SHEETS

Schwebke-Shiskin & Associates, Inc.
LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025
PHONE No.(954)435-7010 FAX No. (954)438-3288

ORDER NO. 212702
DATE: OCT. 27, 2020
THIS IS NOT A " BOUNDARY SURVEY"
CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION:
Mark Steven Johnson
MARK STEVEN JOHNSON, PRINCIPAL
FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

REVISIONS
REVISE S. PL
02/16/22
214713

K:\225241\OPA-LOCKA INDUSTRIAL PARK\SKETCH AND LEGALS\PORTIONS OF LOT 5 AND LOT 10 (REV 2).DWG

EXHIBIT "B-1"
BOUNDARY SURVEY OF THE PREMISES

[***to be attached***]

EXHIBIT "C"
DEVELOPMENT CONCEPT

[***attached***]

Building Floor Area Breakdown

Building Floor Area Breakdown		
	Wellspring	
	Description	**SqFt.**
Residential Building		
Ground Level	Community Center	592 sf
	Preparation Area	161 sf
	Fitness Center	743 sf
	Mail Room	232 sf
	Restrooms	362 sf
	Computer Center	295 sf
	Package Room	94 sf
	Leasing Office	563 sf
	Resident Lobby	745 sf
	Elevator Lobby	169 sf
	Residential Area	5,346 sf
	Storage Room	68 sf
	AC Rooms	60 sf
	Janitor	16 sf
	Corridors	1,286 sf
	Maintenance Room	91 sf
	Pump Room	283 sf
	Trash Room	321 sf
	Laundry Room	64 sf
	Main Elect.	166 sf
	Generator Room	258 sf
	Stair #1	200 sf
	Stair #2	192 sf
	Elevator Hoistway	142 sf
	Sub-Total	**12,448 sf**
	Covered Walkway	863 sf
	Covered Terrace	844 sf
	ADA Ramp	
Level 2	Residential Area	11,160 sf
	Corridors	1,655 sf
	Stair #1	196 sf
	Stair #2	181 sf
	Elevator Hoistway	142 sf
	Elevator Lobby	175 sf
	Elect. Room	48 sf
	Laundry room	176 sf
	Trash Chute	18 sf
	BDA Room	49 sf
	Chase	40 sf
	Closet	12 sf
	Subtotal Area	**13,851 sf**
Level 3	Residential Area	11,111 sf
	Corridors	1,655 sf
	Stair #1	188 sf
	Stair #2	181 sf
	Elevator Hoistway	142 sf
	Elevator Lobby	175 sf
	Elect. Room	48 sf
	Laundry room	176 sf
	Trash Chute	18 sf
	BDA Room	49 sf
	Chase	40 sf
	Closet	12 sf
	Subtotal Area	**13,795 sf**
Level 4-6	Residential Area	11,091 sf
	Corridors	1,655 sf
	Stair #1	196 sf
	Stair #2	181 sf
	Elevator Hoistway	142 sf
	Elevator Lobby	175 sf
	Elect. Room	48 sf
	Laundry room	176 sf
	Trash Chute	18 sf
	BDA Room	49 sf
	Chase	40 sf
	Closet	12 sf
	Subtotal Area	**13,782 sf**
	(x3) Stories	**41,345 sf**
Total Area	**Residential Building**	**81,439 sf**

zoning & project data :

ZONING DATA - SENIOR DEVELOPMENT				
Property Information				
Folio: 08-2122-025-0580, 08-2122-025-0590				
Property Address: 147 NW 27 AVE				
Gross Area	73,225 gsf		1.681 ac	
Net Area	65,798 nsf		1.511 ac	
Existing Zoning: CIVIC				
Existing Overlay: Corridor Mixed use				
Existing Land use: Hospitals, Nursing Homes and Adult Congregate Living Quarters				
Within Community redevelopment Area (CRA) District				
Required Density: (Based on Gross Area)	110.0 du/ac		185 units	
Proposed Density:	58.9 du/ac		99 units	
REGULATORY GUIDELINES				
Building Setbacks	Required		Proposed	
Front-West (NW 27 AVE)	15'-0"		15'-0"	
Front - East (NW 25 CT)	15'-0"		39'-5"	
Side Interior - North	0'-0"		10'-1"	
Side Interior - South	0'-0"		72'-0"	
Site Calcs (Based on Net Area)	Required		Proposed	
Lot Coverage	87%	57,244 sf	19%	12,427 sf
Min. Intensity	n/a	n/a	n/a	n/a
Max. FAR	3.0	197,394 sf	1.2	81,439 sf
Common Open Space	5%	3,290 sf	29%	19,134 sf
Building Height	Required Max.		Proposed	
	6 Stories		6 Stories	
Required Off-Street Parking	# DU or sf		# Spaces	
Residential Uses				
STUDIO Units @ 0.8 sp/unit	7 units		5.6 sp	
1BD Units @ 0.8 sp/unit	81 units		64.8 sp	
2BD Units @ 0.8 sp/unit	11 units		8.8 sp	
Totals	**99 units**		**79.2 sp**	
Commercial Uses				
Retail/Commercial 1 (1sp/500sf)	7,525 sf		16.0 sp	
Totals	7,525 sf		**16.0 sp**	
Subtotal Required :			**95.2 sp**	
Parking Reduction				
65% Reduction for Affordable Housing			**33.3 sp**	
Grand Total Required :			**95.2 sp**	
Provided Parking	Standard		HC	
Off-Street - Commercial	15 sp		1 sp	
Off-Street - Residential	80 sp		4 sp	
On-Street	8 sp		sp	
Sub-Total	*103 sp*		*5 sp*	
Grand Total Provided :	**108 sp**			
Loading Berths				
40,001 sf to 60,000 sf (3 loading berths) + 1 additional every 50,000 sf	**Required**		**Provided**	
	4 (12'x30'x14')		1 (12'x30')+ 2(12'x25') = 3	
Bicycle Parking				
	Required		**Provided**	
101 to 500 pkg spaces in Lot	12 bike pkg sp		12 bike pkg sp	
Electric Vehicle or EV				
	Required		**Provided**	
10 or more spaces. 10% of required parking	10%	9.5 EVSE sp	11.0 EVSE sp	

unit breakdown :

Unit Type	SF/Unit Required	SF/Unit Provided	Level 1	Level 2	Level 3	Levels 4-6 (Per Level)	Total Units	Gross SF.	% of Totals
STUDIO									
ST1	440 sf	500 sf	units	1 units	1 units	1 units	5 units	2,500 sf	5%
ST1.1-UFAS	440 sf	500 sf	1 units	units	units	units	1 units	500 sf	1%
ST1.2	440 sf	503 sf	1 units	units	units	units	1 units	503 sf	1%
Sub-Total			2 units	1 units	1 units	1 units	7 units	3,503 sf	7%
1BD									
A1	550 sf	596 sf	3 units	6 units	5 units	5 units	29 units	17,284 sf	29%
A1.a	550 sf	590 sf	1 units	2 units	3 units	3 units	15 units	8,850 sf	15%
A1.b	550 sf	582 sf	units	1 units	1 units	1 units	5 units	2,910 sf	5%
A1.1	550 sf	591 sf	1 units	units	units	units	1 units	591 sf	1%
A1.1-UFAS	550 sf	596 sf	1 units	1 units	1 units	1 units	6 units	3,576 sf	6%
A1.2	550 sf	602 sf	units	units	2 units	2 units	8 units	4,816 sf	8%
A1.2a	550 sf	619 sf	units	2 units	units	units	2 units	1,238 sf	2%
A1.3	550 sf	597 sf	units	1 units	1 units	1 units	5 units	2,985 sf	5%
A1.4	550 sf	580 sf	units	1 units	1 units	1 units	5 units	2,900 sf	5%
A1.4.a	550 sf	591 sf	units	1 units	units	units	1 units	591 sf	1%
A1.4b	550 sf	582 sf	units	units	1 units	1 units	4 units	2,328 sf	4%
Sub-Total			**6 units**	**15 units**	**15 units**	**15 units**	**81 units**	**48,069 sf**	**82%**
2BD									
B1	725 sf	851 sf	units	units	units	1 units	3 units	2,553 sf	3%
B1.a	725 sf	871 sf	units	1 units	1 units	units	2 units	1,742 sf	2%
B1.1-UFAS	725 sf	849 sf	units	1 units	units	units	1 units	849 sf	1%
B1.2	725 sf	849 sf	units	units	1 units	1 units	4 units	3,396 sf	4%
B1.3	725 sf	781 sf	1 units	units	units	units	1 units	781 sf	1%
Sub-Total			1 units	2 units	2 units	2 units	**11 units**	**9,321 sf**	**11%**
Grand Total			**9 units**	**18 units**	**18 units**	**18 units**	**99 units**	**60,893 sf**	**100%**
								615 avg sf/unit	

project data/code reference:

PRIMARY ZONE: CIVIC
OVERLAY – CORRIDOR MIXED USE
COMMUNITY REDEVELOPMENT AREA (CRA) DISTRICT

APPLICABLE CODES:

FLORIDA BUILDING CODE (FBC) 7TH. EDITION
FLORIDA ACCESSIBILITY CODE (FBCA) 7TH. EDITION
FLORIDA FIRE PREVENTION (FFPC) 7TH. EDITION
NFPA 1, 2018 EDITION, "FIRE CODE"
NFPA 101, 2018' EDITION, "LIFE SAFETY CODE"
NFPA 72, 2016' EDITION, "NATIONAL FIRE ALARM CODE"
NFPA 70, 2017' EDITION, "NATIONAL ELECTRICAL CODE"
UNIFORM FEDERAL ACCESSIBILITY STANDARDS (UFAS) LATEST EDITION
FLORIDA HOUSING VISITABILITY AND UNIVERSAL DESIGN MANUAL
FAIR HOUSING ACT DESIGN MANUAL

USE AND OCCUPANCY CLASSIFICATION:

RESIDENTIAL GROUP R–2, APARTMENT
ASSEMBLY
BUSINESS
(F.F.P.C NFPA 101 CH. 30 – NEW APARTMENT BLDG.)

THIS PROJECT PARCEL AREA: ± 1.511 ACRES (65,798 SF)

BUILDING HEIGHT: 6 STORIES (60'–6" TO ROOF SLAB)

GROUND FLOOR – DWELLING UNITS (10)/OFFICE/AMENITIES AREAS: 14,572 SF
SECOND FLOOR AREA – DWELLING UNITS (20 PER FLOOR): 15,182 SF
THIRD FLOOR AREA – DWELLING UNITS (20 PER FLOOR): 15,090 SF
FOURTH–SIXTH FLOOR AREA – DWELLING UNITS (20 PER FLOOR): 15,077 SF

unit major component matrix:

UNIT NO. GROUND LEVEL	UNIT NO. LEVEL 2nd	UNIT NO. LEVEL 3rd	UNIT NO. LEVEL 4th	UNIT NO. LEVEL 5th	UNIT NO. LEVEL 6th	STUDIO TYPE "ST1"	STUDIO TYPE "ST1.2"	1 BEDROOM TYPE "A1"	1 BEDROOM TYPE "A1.2"	1 BEDROOM TYPE "A1.3"	1 BEDROOM TYPE "A1.4"	2 BEDROOM TYPE "B1"	2 BEDROOM TYPE "B1.2"	2 BEDROOM TYPE "B1.3"	UFAS COMPLIANT	VISUAL & HEARING IMPAIRED	JULIETTE BALCONY	BALCONY	A/C	WINDOW	KITCHEN	KITCHEN APPLIANCE	BATHROOM	ROLL-IN SHOWER	SHOWER (CURBS)	BATH TUBS (UON)	FIRE SPRINKLER	SMOKE DETECTOR	REMARKS
105(*)	205	305	405	505	605	✓									✓				✓	✓	✓	✓	✓	✓			✓	✓	
	206	306	406	506	606					✓							406,506,606		✓	✓	✓	✓	✓	✓			✓	✓	
107	207	307	407	507	607			✓											✓	✓	✓	✓	✓	✓			✓	✓	
108(*)														✓					✓	✓	✓	✓	✓	✓			✓	✓	UNIT TYPE B1.3. REFER TO A–205.
	208	308	408	508	608								✓						✓	✓	✓	✓	✓	✓			✓	✓	
109	209	309	409	509	609			✓											✓	✓	✓	✓	✓	✓			✓	✓	
110	210	310	410	510	610			✓											✓	✓	✓	✓	✓	✓			✓	✓	
111	211	311	411	511	611			✓											✓	✓	✓	✓	✓	✓			✓	✓	
112(*)	212(*)	312(*)	412(*)	512(*)	612(*)			✓							✓	ALL ✓			✓	✓	✓	✓	✓	✓			✓	✓	
113	213	313	413	513	613			✓							✓	113✓			✓	✓	✓	✓	✓	✓			✓	✓	UNIT NO.113 = 1.1–a UFAS. UNIT NO.213–613 = A1–a.
	214	314	414	514	614			✓											✓	✓	✓	✓	✓	✓			✓	✓	UNIT TYPE A1–a. REFER TO A–201.
	215	315	415	515	615						✓								✓	✓	✓	✓	✓	✓			✓	✓	
	216	316	416	516	616			✓									416,516,616		✓	✓	✓	✓	✓	✓			✓	✓	UNIT TYPE A1–a. REFER TO A–201.
118							✓												✓	✓	✓	✓	✓	✓			✓	✓	
	218	318	418	518	618							✓							✓	✓	✓	✓	✓	✓			✓	✓	UNIT NO. 218 – UNIT TYPE B1–a. REFER TO A–204.
	219	319	419	519	619			✓											✓	✓	✓	✓	✓	✓			✓	✓	UNIT NO. 219 = 1.4–a UNIT NO.319–619 = A1.4–b.
	223	323	423	523	623			✓											✓	✓	✓	✓	✓	✓			✓	✓	UNIT NO. 323 THRU 623 – UNIT TYPE A1–a. REFER TO A–201
	224	324	424	524	624			✓											✓	✓	✓	✓	✓	✓			✓	✓	UNIT TYPE A1–b. REFER TO A–202.
	226	326	426	526	626				✓										✓	✓	✓	✓	✓	✓			✓	✓	UNIT NO. 226 – UNIT TYPE A1.2–a. REFER TO A–202.
	227	327	427	527	627				✓										✓	✓	✓	✓	✓	✓			✓	✓	UNIT NO. 227 – UNIT TYPE A1.2–a. REFER TO A–202.

(*) PUBLIC HOUSING (14 UNITS) UFAS/ADA: BOTTOM SHELF TO BE SET AT 48" A.F.F MAX. @ ALL UPPER KITCHEN WALL CABINETS.

accessible code / percentage :

TOTAL BUILDING UNITS = 110 REFER TO UNIT MAJOR COMPONENT MATRIX.			REQUIRED	PROVIDED @ GROUND LEVEL	PROVIDED PER FLOOR	TOTAL BUILDING
HANDICAP ACCESSIBLE AND VISUAL & HEARING IMPAIRED UNITS	HANDICAP ACCESSIBLE UNIT	AT LEAST 5% OF TOTAL RESIDENTIAL UNITS, BUT NO FEWER THAN ONE, SHALL PROVIDE MOBILITY FEATURES (2020 FLORIDA ACCESSIBILITY CODE SECTION 233.3.1.1)	5 UNITS (99 X .05 = 4.95)	2 UNITS	6 UNITS (2ND–6TH LVL.)	8 UNITS
	VISUAL AND HEARING IMPAIRED UNIT	AT LEAST 2% OF TOTAL RESIDENTIAL UNITS, BUT NO FEWER THAN ONE, SHALL PROVIDE COMMUNICATION FEATURES (2020 FLORIDA ACCESSIBILITY CODE SECTION 233.3.1.2)	2 UNITS (99 X .02 = 1.98)	2 UNITS	6 UNITS (2ND–6TH LVL.)	8 UNITS

legal description :

LEGAL DESCRIPTION:

LOT 5 & LOT 10 IN BLOCK 7, LESS THE SOUTH 20.00 FEET THEREFROM, "OPA–LOCKA INDUSTRIAL PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 77, PAGE 73, OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA, CONTAINING 78,000 SQUARE FEET MORE OR LESS OR 1.791 ACRES MORE OR LESS. LYING AND BEING IN SECTION 22, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI–DADE COUNTY, FLORIDA.

termite protection :

ALL BUILDINGS SHALL HAVE PRE–CONSTRUCTION TREATMENT PROTECTION AGAINST SUBTERRANEAN TERMITES. THE RULES AND LAWS AS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. SHALL BE DEEMED AS APPROVED WITH RESPECT TO PRE–CONSTRUCTION SOIL TREATMENT.

1. SOIL TREATMENT BELOW SLAB–ON–GRADE FOR SUBTERRANEAN INSECT, WITHIN LIMITS OF FOUNDATION SYSTEM.
2. SOIL TREATMENT AT INTERIOR AND EXTERIOR FOUNDATION PERIMETER, FOR SUBTERRANEAN INSECTS.
3. USE ONLY TERMITICIDES WHICH BEAR A FEDERAL REGISTRATION NUMBER OF THE U.S. E.P.A.
4. SOIL TREATMENT APPLICATION REPORT: AFTER APPLICATION OF TERMITICIDES IS COMPLETED, SUBMIT REPORT FOR OWNER'S RECORD INFORMATION, INCLUDING THE FOLLOWING AS APPLICABLE:

A. DATE AND TIME OF APPLICATION.

B. MOISTURE CONTENT OF SOIL BEFORE APPLICATION.

C. BRAND NAME AND MANUFACTURER OF TERMICIDE.

D. QUANTITY OF UNDILUTED TERMITICIDE USED.

E. DILUTIONS, METHODS, VOLUMES, AND RATES OF APPLICATION USED.

F. AREAS OF APPLICATION.

G. A CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY THE LICENSED PEST CONTROL COMPANY THAT CONTAINS THE FOLLOWING STATEMENT:
"THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. TREATMENT IS IN ACCORDANCE WITH RULES AND LAWS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES".

soil statement :

BASED ON FIELD OBSERVATIONS, THE EXISTING SOIL CONDITIONS CONSIST OF UNDISTURBED SAND, SOIL & ROCK WITH A BEARING CAPACITY OF 2500 P.S.F. IF UPON EXCAVATION OTHER MATERIALS OR CONDITIONS ARE ENCOUNTERED, STOP WORK (IN THIS AREA) AND NOTIFY ENGINEER IMMEDIATELY.
PRIOR TO THE INSTALLATION OF ANY FOOTING FOUNDATION SYSTEM, THE BUILDING OFFICIAL SHALL BE PROVIDED WITH A STATEMENT WITH ALLOWABLE BEARING CAPACITY FROM THE DESIGNER OF RECORD. SAID STATEMENT SHALL CLEARLY IDENTIFY THE ALLOWABLE IN–PLACE BEARING CAPACITY OF THE BUILDING PAD FOR THE NEW BUILDING OR ADDITION AND VERIFY THE EXISTING SOIL CONDITIONS. THE CERTIFIED IN–PLACE BEARING CAPACITY SHALL HAVE BEEN DETERMINED BY WAY OF RECOGNIZED TESTS OR RATIONAL ANALYSIS AND SHALL MEET OR EXCEED THE DESIGN BEARING CAPACITY IDENTIFIED UNDER F.B.C.

TO THE BEST OF THE ARCHITECT'S KNOWLEDGE , THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND FIRE–SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH 553.79 (7)(d) FLORIDA STATUTES AND CHAPTER 633.

THIS IS A THRESHOLD BUILDING REFER TO STRUCTURAL PLANS AND GENERAL NOTES.

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Opa-Locka, FL 33054

Integral
Client : Wellspring Apartments, LLC (The Integral Group), 11 Island Avenue #1008, Miami Beach, Florida 33139
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revisions :

1	09-14-2021	Permit Revision
7	01-24-2022	Lender Comments
7B	02-22-2022	Lender Comments
10	09-19-2022	VE #2

drawing data :

ARCHITECTURE PROJECT SPECIFIC NOTES

project number :	#21011
drawn by : AA/DF	proj. manager : JR
drawing scale : As Shown	drawing date : 08/06/21
phase :	PERMIT SET
sheet number :	**A-004**

site plan legend :

PKG. SP. – STANDARD PARKING SPACE (18'–0" X 8'–6")

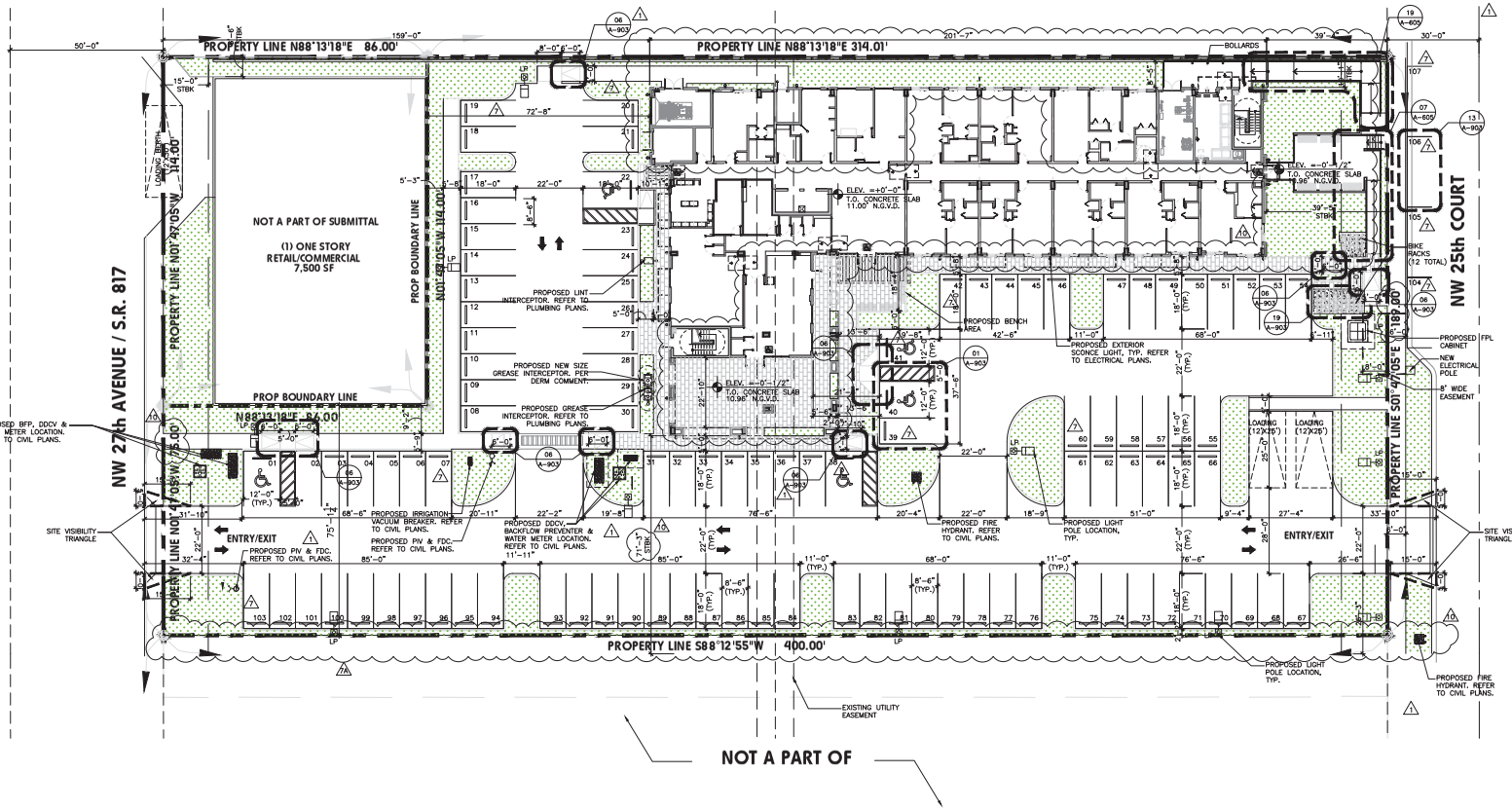
LS – LANDSCAPE AREA

LP – LIGHT POLE 24"ø TYP. SEE ELECTRICAL.

ACCESSIBLE ENTRANCE

general site plan notes :

1. REF. TO SHEET A–004 FOR ZONING LEGEND AND SITE INFORMATION.
2. THE DEVELOPMENT IS TO BE CONSTRUCTED IN ACCORDANCE WITH ACCESSIBILITY STANDARDS AND PROVIDE AN ACCESSIBLE ROUTE TO ALL UNITS.
3. MINIMUM FINISH FLOOR ELEVATIONS FOR ALL STRUCTURES AS NOTED ON CIVIL PLANS, GC TO COORDINATE WORK ON R.O.W WITH ALL REQUIRED AGENCIES.
4. OVERHEAD UTILITIES ALONG 27TH AVE AND 25TH CT ARE TO REMAIN AND SHALL COMPLY WITH LOCAL UTILITIES AGENCIES REQUIREMENTS AND BE PLACED UNDERGROUND AS NOTED ON ENGINEERING PLANS.
5. FOR PAVEMENT MARKING AND SIGNAGE DETAILS REFER TO CIVIL DRAWINGS.
6. ALL CONCRETE SIDEWALKS TO BE MINIMUM 5'–0" WIDE, UNLESS OTHERWISE NOTED (UON), PROVIDE MIN. 8" THICKEN EDGE @ ALL EXPOSED EDGES NOT TERMINATING @ BLOCK WALLS – PROVIDE NON SLIP FINISH AND SLOPE AWAY FROM WALLS TYP, COORDINATE CONTROL JOINTS.
7. GRADING ON BUILDING PERIMETER TO BE COORDINATED WITH CIVIL PLANS – GC SHALL CAREFULLY COORDINATE AS THE SITE IS SURROUNDED BY EXISTING STRUCTURES AND STREETS, CONTINUOUS PEDESTRIAN AND VEHICULAR CONNECTIVITY SHALL BE PROVIDED.
8. GC TO COORDINATE ENTRY DOORS LOCATIONS W/ PROPOSED GRADING PLAN, HOLD MAX. LEVEL CHANGE OF ½" AT ACCESSIBLE ENTRANCES TYP.
9. GC TO COORDINATE FINAL LOCATION, ELEVATION, AND CLEARANCES OF METERS, TRANSFORMERS, CABINETS, BFP, AND EQUIPMENT, PROVIDE CONC. PAD AS NECESSARY, REFER TO CIVIL DRAWINGS, AND CITY OF MIAMI AND MDC ENGINEERING STANDARDS.
10. REFER TO CIVIL PLANS FOR COMPLETE SCOPE OF UTILITIES IMPROVEMENTS INCLUDING BUT NOT LIMITED TO WATER MAIN EXTENSION AND CONNECTIONS FOR NEW DEVELOPMENT.
11. ANY EXISTING AND PROPOSED LANDSCAPE MATERIALS SHALL NOT BE WITHIN 5'–0" OF UNDERGROUND UTILITIES. TYP. REFER TO LANDSCAPE AND CIVIL PLANS.
12. ANY PROPOSED ROOF MOUNTED EQUIPMENT, INCLUDING BUT NOT LIMITED TO AIR CONDITIONING SYSTEMS, MUST BE SCREENED FROM VIEW FROM ABUTTING PUBLIC ROAD AND RIGHT–OF–WAYS.
13. FOR GENERAL SITE DETAIL AND SPECS REFER TO SHEET A–903. COORDINATE W/ CIVIL TYP.
14. GC SHALL COORDINATE WITH OWNERSHIP LOCATION OF FUTURE ELECTRICAL VEHICLE STATIONS AND PROVIDE EMPTY CONDUIT FOR POWER AND DATA TO SELECTED LOCATIONS, REF. TO ELECTRICAL – INCLUDE IN BID.
15. GC SHALL COORDINATE WITH OWNERSHIP ENTRY CONTROL POINTS, AND COORDINATE NECESSARY POWER/DATA PROVISION FOR GATES, ENTRY DOORS, AND SECURITY FEATURES.
16. ADDITIONAL SITE SIGNS REQUIRED BY THE CITY OF MIAMI STANDARDS AND PROPERTY USE SHALL BE COORDINATED AND APPROVED BY OWNERSHIP – SEPARATE PERMIT.
17. REFER TO ELECTRICAL PLANS FOR SITE PHOTOMETRIC, GC TO COORDINATE WITH LANDSCAPE, AND EXIST SITE CONDITIONS. CONTROL LIGHT SPILL AT PARKING AND OPEN AREAS TO AVOID CONFLICT WITH RESIDENTIAL UNITS/SURROUNDING STRUCTURES.
18. REFER TO LANDSCAPE PLANS FOR PAVEMENT DESIGN AND SPEC.
19. FOR ROOFING MATERIALS, ALL ROOF EXTERIOR SURFACES AND BUILDING MATERIALS USED TO COMPLY WITH THIS SECTION, SHALL HAVE A MINIMUM SOLAR REFLECTANCE AS SPECIFIED IN SECTIONS 3.13.2.c AND 3.13.2.d WHEN (I) TESTED IN ACCORDANCE WITH ASTM E903 OR ASTM E1918, (II) TESTED WITH A PORTABLE REFLECTOMETER AT NEAR AMBIENT CONDITIONS, (III) LABELED BY THE COOL ROOF RATING COUNCIL, OR (IV) LABELED AS AN ENERGY STAR QUALIFIED ROOF PRODUCT. ANY PRODUCT THAT HAS BEEN RATED BY THE COOL ROOF RATING COUNCIL OR BY ENERGY STAR SHALL DISPLAY A LABEL VERIFYING THE RATING OF THE PRODUCT.



01 Proposed Site Plan

SCALE: 1/16"=1'-0"

TO THE BEST OF THE ARCHITECT'S KNOWLEDGE , THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND FIRE–SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH 553.79 (7)(d) FLORIDA STATUTES AND CHAPTER 633.

THIS IS A THRESHOLD BUILDING REFER TO STRUCTURAL PLANS AND GENERAL NOTES.

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Integral

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4	09/19/2022	VE #2

drawing data :

SITE PLAN

project number : #21011

drawn by :	proj. manager :
AA/DF	JR
drawing scale :	drawing date :
As Shown	08/06/21

phase : PERMIT SET

sheet number : **A-100**

MDC159

EXHIBIT “D”
SBD REQUIREMENTS PACKAGE

[***attached***]

PUBLIC/PRIVATE FUNDED IMPROVEMENTS ON COUNTY OWNED LAND SMALL BUSINESS, WAGE AND WORKFORCE REQUIREMENTS

APPLICABLE PROGRAMS

Design: Small Business Enterprise – Architectural and Engineering (SBE-A&E)
Small Business Enterprise – Goods and Services (SBE-G&S)

Construction: Small Business Enterprise – Construction (SBE-Con)
Small Business Enterprise – Goods and Services (SBE-G&S)
Responsible Wages and Benefits (Wages)
Community Workforce Program (CWP)
Residents First Training and Employment Program (Residents 1st)
Employ Miami-Dade Program (Employ M-D)

Small Business Enterprise (SBE) Programs reserve portions of or entire contracts for participation by certified small businesses through the application of small business measures. Applies to all construction contracts funded in whole or in part with County funds and all leases and contracts for privately funded construction on County-owned land. This section shall not apply to privately funded construction on any County-owned facilities or property where the total value of the construction is $200,000.00 or less.

Responsible Wages and Benefits requirements apply to all leases and contracts which provide for privately funded construction, alteration or repair of buildings or improvements located on County-owned land. Construction projects on County owned land valued $5 million or less and financed 100% through private sources are exempt, as are, entities that meet all 3 of the following: 501(c)(3) and not-for-profit and community based. All contractors regardless of tier must pay employees the wage rate in the schedule that corresponds with the type of work being performed without regard to skill. The County's wage schedule is update annually. The wage schedule that applies is the one in effect for the year in which the work is being performed.

The **Community Workforce Program** (CWP) is designed to increase employment opportunities in the area of construction, for residents of underserved residential areas throughout Miami-Dade County identified as Designated Target Areas (DTA). The local workforce goal is a requirement that a percentage of the workforce performing construction trades work and labor under the contract be a resident of a DTA the project is located in. CWP applies to construction contracts funded in whole or in part by County funds or with private funds on County owned land valued greater than $250,000.

The **Residents First Training and Employment Program** applies to County construction contracts and projects or leases for privately funded construction on County owned land valued in excess of $1 million and requires all persons employed by the contractor to perform construction to have completed the OSHA 10-Hour construction safety training course established by the Occupational Safety & Health Administration of the United States Department of Labor; and contractors make best reasonable efforts to promote employment opportunities for local residents and achieve a project goal of having 51% of all Construction Labor hours performed by Miami-Dade County residents.

PUBLIC/PRIVATE FUNDED IMPROVEMENTS ON COUNTY OWNED LAND SMALL BUSINESS, WAGE AND WORKFORCE REQUIREMENTS

The **Employ Miami-Dade Program** applies to contracts valued in excess of $1 million or privately funded projects or leases valued in excess of $1 million for construction, demolition, alteration or repair of buildings or improvements on County owned land shall make a good faith effort to fill at least 20% of the labor workforce required per Contractor's Construction Workforce Plan from the Employ Miami-Dade Register through Career Source South Florida.

Sec. 2-8.2.10(3). Procurement policy as to contracts related to projects funded in whole or in part by Building Better Communities General Obligation Bond Program Funds.
All applicable provisions of the Miami-Dade County Code shall apply to all contracts related to not-for-profit projects funded in whole or in part by Building Better Communities General Obligation Bond Program funds where the County owns the facility or the not-for-profit organization operates the facility on behalf of the County.

Links to legislation, implementing documents, wage schedules and forms can be found at:
http://www.miamidade.gov/smallbusiness/

PRE-AWARD PROCESS

Each project for the procurement of Construction and Architectural & Engineering services must be submitted to Miami-Dade County Small Business Development (SBD) prior to advertisement to review for maximum subcontracting opportunities for certified SBE-A&E, SBE-Construction and SBE-G&S firms and the establishment of measures accordingly. SBE-G&S measures apply to Construction and A&E contracts valued over $750,000.

Responsibility of the Private Project Manager (Project Manager) – Project Submittal Process

Submit ALL Construction and Architectural & Engineering services project packages to SBD prior to advertisement to include:

- Detailed scope of services
- Complete breakdown of the project cost estimate identifying the sub-trade areas by division
- Listing of all special requirements (special licensure, manufacturer's certification, experience, payment/performance bond requirement, etc.)

Sample submittal package included. (Attachment 1)

Responsibility of SBD – Project Review and Analysis Process

SBD will review all project submittal documents to ensure the packages are complete, identifying all trade areas to properly bid the project. SBD will review all special requirements or conditions to ensure that there are no artificial barriers to prevent opportunities for Small Business participation.

- Each sub-trade will be reviewed for possible participation by small businesses.
- To determine whether certified firms are ready, willing and able to perform, firms will be surveyed and required to respond in writing.
- Firms will be sent project information submitted by the Project Manager on an availability form letter for their review and response accordingly.
- Only Firms certified in the various commodities included in project package will be surveyed.
- SBD will deliver measure recommendation through a Project Worksheet (Attachment 2) to Project Manager within 2 days for A/E projects and 5 days for construction projects. For construction the applicable CWP goal and applicable wage schedule will also be included.

Project Advertisement – Small Business Participation Compliance

- The Project Manager is required to notify SBD when the project is publicly advertised and provide a copy of the advertisement.
- The Project Manager must include all program requirements and Certificate of Assurance forms in each bid package/advertisement.

- SBD will participate in all pre-bid meetings to ensure firms are aware of the SBE measures, wage and local hiring requirements; firms may ask questions prior to submittal of bid to ensure compliance with small business measures and other requirements.

Pre-Award Bid/Proposal Compliance Review

- After bid openings, the Certificates of Assurance must be submitted to SBD for compliance review. A Certificate of Assurance is a form submitted with bid documents whereby the Bidder acknowledges: (i) SBE measures apply to the project; and (ii) Bidder will submit its list of certified SBEs to satisfy the measure via Miami-Dade County's web-based reporting system, Business Management Workforce System (BMWS) within the specified timeframe.
- Upon receipt of the Certificates of Assurance the proposer will be asked to submit their SBE Utilization Plan, via BMWS
- SBD will submit a Pre-Award Compliance Review letter to disclose the firms' compliance status as it relates to the SBE goals
- Project Manager will not award project until it is determined that awardee is in compliance with established small business goals.

POST AWARD COMPLIANCE

RESPONSIBILITIES OF AWARDEE/LESSEE

Small Business Enterprise Program

- Invite SBD to attend all Pre-Construction/Pre-Work meetings to advise awarded Prime of small business, wage and/or workforce requirements.
- Enter into subcontracts with SBE(s) for the price and scope reported on the Utilization Plan.
- Ensure SBEs maintain certification through the duration of the job, perform a commercially useful function and do not subcontract work further. SBEs must have a contractual responsibility for the execution of a distinct element of the work of a contract and carry out that responsibility by actually performing, managing and supervising the work involved. Acting as a broker is not considered a commercially useful function.
- Report payments to SBE(s) through BMWS and require SBEs reply to confirm payments reported.
- Ensure small businesses meeting goals are promptly paid within 2 days of receiving payment from the Developer/County.
- Submit requests to deviate from approved small business goals to the Director of SBD, through BMWS for approval prior to deviation;
- Forward complaints regarding small business utilization and/or payment to SBD for investigation

Responsible Wages and Benefits

- Ensure wage schedule is posted on the job site,
- Require prime and subcontractors at every tier level submit certified payrolls monthly via LCPtracker, a web-based Certified Payroll Management System.
- Verify payrolls have been submitted by all contractors prior to accepting their requisition.
- In the case of suspected underpayment to employees, withhold funds due to prime contractor/subcontractors to protect any wages due to employees upon receipt of a written stop payment request from SBD.
- Forward complaints of underpayment to SBD for investigation

Community Workforce Program

- Prior to issuance of Notice to Proceed ensure contractor submits list of subs and Construction Workforce Plan (Form RFTE 1) and it is deemed acceptable by SBD.
- New hires must be recruited from the project Designed Target Area.
- SBD must be notified of changes in workforce.

Residents First Training and Employment Program

- Ensure completed Responsible Contractor Affidavit (Form RFTE 1) is submitted with bid
- Prior to issuance of Notice to Proceed ensure contractor submits list of subs, Responsible Subcontractor Affidavits (Form RFTE 1) and Construction Workforce Plan (Form RFTE 1) and it is deemed acceptable by SBD.
- All employees found on-site must have OSHA-10 Safety Training.
- SBD must be notified of changes in workforce.
- Collect Workforce Performance Report (Form RFTE 4) within 30 days of completion of work and it is deemed acceptable by SBD prior to final payment.

Employ Miami-Dade Program

- Prior to issuance of Notice to Proceed ensure contractor submits list of subs and Construction Workforce Plan (Form RFTE 1) and it is deemed acceptable by SBD.
- New hires must be recruited through CareerSource Florida.
- SBD must be notified of changes in workforce.
- Collect Workforce Performance Report (Form RFTE 4) within 30 days of completion of work and it is deemed acceptable by SBD prior to final payment.

RESPONSIBILITIES OF SBD - POST AWARD

- Review Residents 1st affidavits prior to contract award
- Attend pre-construction meetings to explain program requirements
- Review CWP, Residents 1st and Employ Miami-Dade Construction Workforce Plans (Form RFTE 2) prior to issuance of Notice to Proceed
- Obtain and review the subcontract agreements for the certified small business meeting goals
- Conduct on-site interviews of employees to ensure compliance with SBE, wage, and workforce requirements
- Review Compliance Audits and Certified Payrolls submitted through the County's web-based system
- Process SBE deviation requests
- Investigate complaints and administer compliant process
- 50% and 75% SBE goal compliance review
- Final compliance review for small business and workforce requirements

PUBLIC/PRIVATE FUNDED IMPROVEMENTS ON COUNTY OWNED LAND
SMALL BUSINESS, WAGE AND WORKFORCE REQUIREMENTS

IMPORTANT LINKS

Applicable legislation, wage schedules and forms: http://www.miamidade.gov/smallbusiness/
Business Management Workforce System (BMWS) and LCPtracker: https://mdcsbd.gob2g.com/

For training or questions about BMWS or LCPtracker, please contact BMWS@miamidade.gov or call (305) 375-3111.

ATTACHMENTS

Sample Pre-Award Project Submittal Package
Sample Project Worksheet
Applicable Legislation

EXHIBIT "E"
ART IN PUBLIC PLACES PROCEDURES MANUAL

[***attached***]

ART IN PUBLIC PLACES (APP) PROCEDURES

SUMMARY

The Art in Public Places (APP) program is a requirement for all capital projects of Miami-Dade County and each municipality in Miami-Dade County that develop new government buildings that shelter people in a wholly or partially enclosed manner and serve a public purpose. New government buildings include newly constructed structures built by and/or for the County or a municipality, prefabricated structures procured for public use, and existing buildings that are converted to a new use. The County Code requires that 1½% of the capital cost of new government buildings be dedicated to public art projects through the APP program. This procedure explains:

- how to work with the Department of Cultural Affairs to implement the APP requirement;
- the processes to follow for repairing, restoring and inventorying public art works;
- procedures for municipalities to comply with the APP requirement;
- procedures for private sector capital development on land owned by local government or on private property with the building owned by local government;
- procedures for accessioning and deaccessioning artworks in the Public Art Collection; and
- "Frequently Asked Questions" that are based on policies established by the Department of Cultural Affairs and a series of opinions issued by the Office of the County Attorney to help clarify the requirements of the APP program.

PROCEDURE

General Information for Implementing APP Projects

1. Contact the Department of Cultural Affairs to set up a meeting to confirm the eligibility of the capital project for the APP program and for the Department of Cultural Affairs to review a complete capital budget for the project and to confirm that an accurate calculation of the APP contribution has been made.
2. All capital costs are included in the calculation of the 1½% APP allocation, including but not limited to:
   - architectural and engineering fees;
   - specialty consulting fees;
   - capital project management fees (for County and/or contracted services)
   - construction costs (including all systems and features that make a facility functional);
   - site work;
   - allowance accounts (e.g., permitting, surveying, inspections); and
   - contingency allowance(s).

   The only exclusions are land acquisition and subsequent changes to the construction contract through change orders that do not involve a major change in the project's scope.
3. Departments convey funds to APP from the moment the department receives spending authority for the capital project, upon award of design contract and/or construction contract. APP will work with department to determine the best approach and timing for the conveyance of the funds to the Department of Cultural Affairs.

4. APP funds are used by the Department of Cultural Affairs for commissioning works of art, APP program administrative costs, and repair and restoration expenses.
5. Municipal, state, federal, private and other non-County funds for a capital project are subject to the 1½% public art requirement.
6. APP may use funds generated from a construction project for acquisition of art works for other government facilities throughout the County. Every effort is made to use funds generated by a department's project within that department.
7. Projects done through development agreements (i.e., the County contracts with another party to develop a building that the County will own now or in the future) are subject to the APP requirement.
   - All solicitations for and resulting development agreements must include the following language provided by APP regarding the requirement to transfer public art funds to Art in Public Places:

     Art in Public Places. This Project is subject to the Art in Public Places ("APP") provisions in Section 2.11.15 of the Miami-Dade County Code and Administrative Order 3-11, as managed by the Miami-Dade County Department of Cultural Affairs ("Department of Cultural Affairs") pursuant to Procedure 358 in the Miami-Dade County Procedures Manual ("Procedures Manual"). The Developer shall transmit 1.5% of the Project costs for all development on County land (as outlined in the Procedures Manual) to the Department of Cultural Affairs for the implementation of the APP program. The Developer is required to work collaboratively with the Department of Cultural Affairs on the implementation of the APP program pursuant to the requirements of said program. The referenced documents can be accessed at:

     https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinances
     http://www.miamidade.gov/ao/home.asp?Process=alphalist
     http://intra.miamidade.gov/managementandbudget/library/procedures/358.pdf

Tools for Departments to Implement APP

1. A completed APP Capital Project Budget Allocation Worksheet must be submitted by departments to the Department of Cultural Affairs as soon as a capital project budget is developed and prior to design contract and construction award. APP staff will confirm the accuracy of the calculation of the APP requirement for the project (see sample "APP Capital Budget Allocation Worksheet" at http://www.miamidadepublicart.org/#tools; this form also is available from APP staff).
2. The following language must be included by departments under the "General Conditions Section 01042 - Art in Public Places Coordination" of the departments' capital projects contracts with architects, engineers, consultants, outside project management services, construction and development agreements:

   This project is subject to the Miami-Dade County Art in Public Places requirements, pursuant to 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 or http://intra.miamidade.gov/managementandbudget/procedures.asp).
3. Examples of prior APP projects, the list of members of the APP Trust and other APP background information can be found at www.miamidadepublicart.org.

The APP Artists Selection Process

1. APP works collaboratively with departments on developing the artists' selection process:
   - To identify opportunities for public art in a project (with departments' project managers, planners and architects);
   - To understand the unique features of the department's capital project (e.g., community impact, timetable requirements, etc.); and
   - To draft the "Call to Artists" (i.e., the APP request for artists' qualifications and/or proposals).
2. An APP Professional Advisory Committee (PAC) is convened to review artists' submissions and to make art commissioning recommendations to the APP Trust. PAC members are arts and design professionals appointed by the APP Trust.
   - Departments attend and participate in the PAC selection process (especially, project managers/architects/engineers and representatives from the specific users of the building).
   - Community representatives can participate at the departments' and APP's discretion.
   - The size and scope of the project help determine the opportunities identified for public art and the number of artists that may be selected to work on a project.
3. The PAC's recommendations of artists are approved and finalized by the Art in Public Places Trust (a 15-member board appointed by the Board of County Commissioners).
4. APP staff manages the work of the selected artists and closely coordinates this work with departments' project managers, architects/engineers/specialty consultants and contractors.

Keys to Successful APP Projects

1. Calculation of APP project funds must be done by using the APP Capital Budget Allocation Worksheet in consultation and concurrence with APP staff and based on actual capital project contract awards including but not limited to A&E, consultants' and contractors' awards.
2. It is essential to contact APP as soon as capital project planning begins so that the timetable for the artists' selection process can be coordinated with the overall project's early design work.
3. Departments' full involvement with APP in identifying opportunities for art works, participating in the selection process and developing the art projects helps ensure that departments' needs can be addressed.
4. Departments must include APP requirements and APP-authorized contractual language in all capital projects agreements and contracts.
5. Representatives from departments must be identified for clear, consistent and regular communication and coordination with APP staff for each stage of the work - planning, A&E selection, design, construction, and commissioning; these representatives must have direct access to decision-making authority for APP issues.
6. Departments must keep APP fully informed of capital project developments and especially of changes in order to avoid additional APP costs (e.g., redesign of art works, artists' delay claims, storage costs for art works, etc.); costs associated with failure to communicate with APP are the responsibility of the department.
7. The APP project manager must be included on the department's project management team, the artist(s) on the A&E team and the artist's fabricator/installer on the contractor's team; this is essential to ensure that departments' capital projects and the development of art works remain interlocked (e.g., planning, design and construction of the building is coordinated closely with the development and installation of the art work).

Repair and Restoration

1. Art in Public Places will dedicate 15% of all new public art allocations to a repair and restoration fund that will be utilized for specialized tasks required to restore and/or repair works of art in its collection (i.e., these funds are allocated from within the 1½% of APP funds generated by the capital project). These funds will be replenished on an ongoing basis with proceeds from new commissions.
2. Regular maintenance requirements of the commissioned artwork and the costs of regular maintenance are discussed and coordinated with the department in advance of the project completion to ensure the long-term care of the work and are the responsibility of the department.
3. Contact APP before undertaking maintenance and/or repair of any art work. Works of art may require specialized treatment for upkeep and qualified professionals for maintenance or repair.
4. When a work of art is designed as an integrated part of a building, it simply may require that the department conduct standard cleaning procedures. For example, an artist-designed terrazzo floor typically requires the same kind of maintenance as a regular terrazzo floor and the department is responsible for doing the day-to-day maintenance. Please call APP if there is any question about the care of a department's integrated art work.
5. Art works fabricated from special materials may require specialized maintenance treatment. For example, a bronze or stone work of art must be cleaned and treated with a specific maintenance product of a certain brand. Please call APP for guidance regarding the maintenance of art works made of special materials.
6. It is the departments' responsibility to train cleaning crews regarding the treatment of public art works to ensure proper care; APP is available to provide guidance for this training.
7. It is the departments' responsibility to inform tenants and lessees of their facilities about the care and requirements of public art works and to include provisions in tenant and lease agreements that make tenants and lessees responsible for the cost of repairing damages to public art works that are the result of negligence by the tenant or lessee.

Repair

1. Never attempt to repair an art work.
2. Contact APP immediately to report any damage to an art work and an APP staff member will be responsible for assessing the damage and determining the repair procedures. Please contact David Martinez-Delgado, Department of Cultural Affairs, for assistance (305-375-1067; david.martinez-delgado@miamidade.gov).

Inventory: Departments' Responsibilities

1. Departments are responsible for conducting an annual inventory of their public art works and for reporting the results to APP.
2. Departments must appoint an APP liaison responsible for the annual inventory and annually inform APP regarding contact information for this individual.
3. Departments cannot move or relocate works of art; APP must be contacted if a department wants to move or relocate a work of art.
5. Site specific and/or integrated works of art (i.e., works of art that are incorporated as an integral part of a building or structure) may not be moved without the review and approval of the Art in Public Places Trust. When possible, the Art in Public Places Trust will seek the advice and/or involvement of the artist in regard to the advisability and feasibility of moving her/his work of art.

Inventory: APP's Responsibilities

1. APP annually will provide departments with a list of the art works and locations of the works in the departments to initiate the annual inventory.
2. APP will provide departments with contact information for its Collections Manager who is responsible for the inventory results.
3. APP will respond to departments' requests to move or relocate art works.

Information for Municipalities to Implement APP Projects

1. Municipal governments are required to implement the APP provision set forth in the County Code.
2. Municipalities have the option of enacting their own art in public places programs and administering their own public art projects or working collaboratively with Miami-Dade Art in Public Places for APP to administer, manage and implement their public art projects.
3. If the municipality chooses to implement its own public art projects, the city is responsible for enacting its own art in public places ordinance which adheres to the minimum standards set forth in Section 2-11.15 of the Code of Miami-Dade County ("Code"). APP is available to provide guidance to municipalities in regard to enacting their own ordinances and establishing their programs. The following highlights requirements and guidance for municipal art in public places programs:
   - 1½% of the total capital cost of new government buildings must be allocated for the commission or purchase of artworks as defined in the Code and these procedures;
   - a competitive, quality-based artist selection process must take place and a selection committee with knowledge and expertise in the visual arts must select the art work;
   - APP funds must be used solely for commissioning works of public art and a professional artist must be contracted with to implement the public art project;
   - a percentage of the APP funds may be set aside for program administrative costs and repair and restoration expenses for the public art project. It is recommended that up to 15% of the total public art allocation be set aside for costs associated with administering the project and up to 15% be set aside for costs associated with the future repair or restoration of the public art project;
   - Miami-Dade County Department of Cultural Affairs and its APP staff are available to work with municipalities to assist them and confirm that they are meeting the APP program's requirements;
   - Municipalities must consult with Section 2-11.15 of the Code in regard to the minimum standards and notice required to enact and administer their own art in public places program;
   - for General Obligation Bond-funded (GOB) projects, APP funds must be spent within the project that generates the APP funds; and
   - if a municipality chooses to implement its own public art projects, but requires the technical assistance of Miami-Dade County APP, a negotiated administrative fee can be determined based upon the complexity and duration of the project.
4. If the municipality does not enact its own art in public places program and/or chooses to work collaboratively with Miami-Dade APP to implement the public art requirements, Miami-Dade APP will oversee and provide services, highlighted as follows:
   - work collaboratively with the municipality and its project team to identify opportunities for public art in the facility;
   - draft and distribute Call to Artists;
   - administer artist selection process;

- coordinate the submission of the recommended artist(s) to the Miami-Dade APP Trust;
- provide contract language for municipality's architect and contractor contracts to ensure APP coordination;
- provide technical assistance to the selected artist(s) and serve as liaison between the artist(s) and commissioning municipality and its project team;
- manage contract negotiations and process payments with artist(s);
- coordinate installation of art work(s) with the municipality's project managers, architects/engineers/specialty consultants and contractor;
- if a municipality chooses to work collaboratively with Miami-Dade APP, not less than 15% of the total public art funds will be allocated to Miami-Dade Department of Cultural Affairs for costs associated with its administration of the public art project - this administrative percentage may change in consultation with the Department of Cultural Affairs based on the complexity and duration of the administrative services required for the public art project;
- should the entirety of the APP management services not be required, a negotiated administrative fee can be determined based upon the level of APP services required and the complexity and duration of the project; and
- if required by the municipality, the selected artist(s)/artwork(s), along with an alternate recommendation, will be presented to and reviewed by the municipality's governing body prior to the final approval of the Miami-Dade APP Trust.

5. Municipalities will own the resulting public art works and will be responsible for the maintenance, repair (as necessary), and inventorying of public art works. Municipalities can consult with Miami-Dade APP for technical assistance with these responsibilities.
6. County facilities located, or intended to be located, within the boundaries of a municipality are governed solely and exclusively by the Miami-Dade County Art in Public Places program.

Information for Private Sector Capital Development on Land Owned or Leased by Local Government or on Private Property with the Building Owned, Leased or Operated by Local Government

1. Capital projects done through agreements with a private entity, including but not limited to leases or development agreements (i.e., the local government contracts with another party to develop a building that the local government will own now or in the future), are subject to the APP requirement if:
   - The project meets the eligibility criteria for the public art requirement (e.g., it is a building that shelters people in a wholly or partially enclosed manner); and
   - The project serves a public purpose whether operated by local government or on its behalf, by a private operator; and/or
   - The project relies on surrounding or adjacent local government buildings to function and is an integral component of the overall infrastructure of a public complex (e.g., a cargo facility at the airport);
   - The project advances a public policy objective (e.g., an office building or residential development that encourages public transit ridership); and/or
   - The project enhances a patron experience at a local government facility (e.g., a restaurant).

   Capital projects that are done through agreements with a private entity, including but not limited to leases or development agreements, may not be eligible for the art in public places requirement if the project meets the following criteria:

- The agreement between the local government and the private entity has a provision that allows the private entity the option to purchase the facility; and/or
- The project has no public purpose and is not part of a complex of surrounding or adjacent local government buildings that function as a public complex and/or does not enhance a patron experience at a local government facility.

2. Capital projects that include complexes in which one or more of the buildings and/or a portion of a building meet the criteria for the APP requirement need to comply with the APP requirement for those eligible buildings and/or eligible portions of the building (e.g., a public parking garage built as a part of a private development complex that otherwise may not be subject to the APP requirement).
3. Determinations as to the applicability of the public art requirement are made by the Director of the Miami-Dade Department of Cultural Affairs, are based on the section 2-11.15 of the County Code, Administrative Order 3-11 and the Miami-Dade Procedures Manual (Procedure No. 358), and may be considered by the Review Committee as set forth in Administrative Order 3-11, prior to consideration of the Board of County Commissioners.
4. Private entities must work collaboratively with Miami-Dade APP to oversee the artist commissioning process to ensure the highest level of artistic quality and adherence to the program's requirements, as outlined in these procedures. APP will oversee and provide services, highlighted as follows:
   - work collaboratively with the private entity and its project team to identify opportunities for public art in the facility;
   - work with the private entity to calculate the APP project funds, using the APP Capital Budget Allocation Worksheet based on actual capital project contract awards including but not limited to A&E, consultants' and contractors' awards;
   - provide the private entity with a payment schedule for the conveyance of the APP project funds to the Department of Cultural Affairs;
   - draft and distribute the Call to Artists;
   - administer the artist selection process;
   - coordinate the submission of the recommended artist(s) for the review and approval of the Miami-Dade APP Trust;
   - provide contract language for private entity's architect and contractor agreements to ensure APP coordination; and
   - provide technical assistance to the selected artist(s) and serve as liaison between the artist(s) and commissioning private entity and its project team.

   Once an artist is commissioned, the private entity may choose to oversee the implementation of approved public art projects or work collaboratively with Miami-Dade APP for it to oversee and provide services for the project's implementation. If APP administers the entire project, the private entity shall remit an amount not less than 15% of the total public art funds to the Miami-Dade Department of Cultural Affairs for costs associated with its administration of the public art project; this administrative percentage may change at the discretion of the Department of Cultural Affairs based on the complexity and duration of the administrative services required for the public art project. Should the entirety of the APP management services not be required, a negotiated administrative fee can be determined based upon the level of APP services required and the complexity and duration of the project. If APP oversees the implementation, APP's services are highlighted as follows:
   - manage contract negotiations and process payments with artist(s);
   - coordinate the installation of art work(s) with the private entity's project managers, architects/engineers/specialty consultants and contractor; and

- oversee the artist's work on design, fabrication, installation and commissioning of the art work(s).

6. The private entity must commit 15% of the total public art allocation for costs associated with the future repair and restoration of the public art project and remit the funds to the Miami-Dade County Department of Cultural Affairs for this purpose, no later than the art work's completion.
7. Miami-Dade County will own the resulting public art work(s) and will be responsible for costs associated with the implementation of repairs (as necessary and as long as repairs are not the result of negligence on the part of the private entity, in which case the cost of repairs is the responsibility of the private entity), and inventorying of the public art work(s).
8. Regular maintenance requirements of the commissioned art work(s) and their costs are the responsibility of the private entity. These needs will be discussed and coordinated with the private entity in advance of the project completion to ensure the long-term care of the work.
9. Works of public art may not be moved without the review and approval of Art in Public Places. Site specific and/or integrated works of art (i.e., works of art that are incorporated as an integral part of a building or structure) may not be moved without the review and approval of the Art in Public Places Trust. When possible, the Art in Public Places Trust will seek the advice and/or involvement of the artist in regard to the advisability and feasibility of moving her/his work of art.

Accession Procedures

1. Accessioning is the formal acceptance of an artwork into the Miami-Dade County Art in Public Places Collection (Collection). Accessioning artwork into the Collection indicates the intent to apply professional standards of care, display, and maintenance over the life of the artwork, or until the artwork is no longer displayable and is deaccessioned from the Collection.
2. Artworks will be entered into the Collection inventory as soon as a commissioning or purchasing contract is executed and these inventory entries will be annotated as "works in progress" with periodic updates included as necessary to describe the status of completion accurately. Artworks will be annotated as fully accessioned in the Collection inventory only upon completion of all facets of the commissioning or purchasing contract or of the required review process for gifts and other artworks. Conditions, restrictions, or limitations cannot be attached to the accessioning that would limit the use of the artwork.
3. The signed contract transferring title for the artwork and clearly defining the rights and responsibilities of all parties will accompany every acquisition.
4. Acquisitions result from:
   - Projects of the Miami-Dade County Art in Public Places Program pursuant to Section 2.11.15 of the Miami-Dade County Code;
   - Gifts with a fair market value greater than $1,000, which will be reviewed and accessioned in accordance with the Miami-Dade County Administrative Order No. 1-3;
   - Gifts with a fair market value less than $1,000 that are reviewed and accepted by the Art in Public Places Trust; or
   - Other artworks, including but not limited to work that are un-accessioned items found in the existing Public Art Collection or in the possession of Miami-Dade County government that are determined to have sufficient artistic merit and recommended for inclusion in the Miami-Dade County Public Art Collection. Factors considered in making this recommendation include: the quality of the work; the artist's intent for the work to be considered a stand-alone art work; the degree to which the design, materials and execution of the work constitutes a finished work of art; the suitability of the work to be placed on public display in furtherance of the mission of the APP program; and the

commitment to exercising accountability and care for works of art created through the APP commissioning process and/or owned by the County. These artworks must be reviewed and accepted by the Art in Public Places Trust.

5. All acquisitions will be entered into the Collection inventory and added to the Internal Services Department (ISD) Capital Inventory Record.
6. Once the Art in Public Places program takes possession of an artwork, it should have the sole right to determine how and when that artwork is shown, safeguarded, or de-accessioned, subject to its professional practices and policies and in accordance with County policy.

Deaccession Procedures

1. The deaccessioning of artwork is the removal of an object from the Miami-Dade County Art in Public Places Collection. This includes the removal of the artwork from its public site, removal from the maintenance cycle, and moving of records, both hard copy and electronic, into a Deaccessioned Collection file and as required by Miami-Dade County Administrative Order No. 8-2, transferred into the archived portion of the ISD Capital Inventory Record. Deaccessioning will be considered only after a careful evaluation of the artwork within the context of the Collection as a whole and will be consistent with Miami-Dade County Administrative Order No. 8-2 – Care, Control and Disposal of County Property. Only the Miami-Dade County Art in Public Places Trust has the authority to deaccession artworks in the Art in Public Places Collection.
2. Once an artwork has been accessioned, it may not be deaccessioned on the basis of content.
3. An artwork may be considered for deaccession under the following conditions only:
   - The artwork cannot be located after reasonable and diligent searches. As required by Miami-Dade County Administrative Order No. 8-2, a police report must be filed for unlocated artwork(s) and an investigation report and recommendation must be submitted to ISD;
   - The artwork has been damaged beyond repair, damaged to the extent that it no longer represents the artist's intent, or damaged to the extent that the expenses of restoration and repair are found to equal or exceed current market value of the artwork. As required by Miami-Dade County Administrative Order No. 8-2, a police report must be filed for damaged or destroyed artwork(s) and an investigation report and recommendation must be submitted to ISD;
   - The artwork is not, or is only rarely, on display due to lack of a suitable site;
   - For site-integrated or site-specific artworks, the site for which the artwork was specifically created is structurally or otherwise altered and can no longer accommodate the artwork, is made publicly inaccessible as a result of new construction, demolition, or security enhancement, or has its surrounding environment altered in a way that significantly and adversely impacts the artwork;
   - For site-integrated or site-specific artworks, the site for which the artwork was specifically created is sold or acquired by an entity other than Miami-Dade County;
   - The artwork was purchased as a semi-permanent acquisition and the County's predetermined period of obligation is terminated;
   - There is a documented history of incident(s) that shows the artwork is a threat to public safety;
   - The artist legally exercises the right of disassociation granted by the Visual Artists Rights Act of 1990, preventing the use of his or her name as the creator of the artwork;

- The artwork requires excessive maintenance and/or the condition or security of the artwork cannot be reasonably guaranteed;
- The artwork has been determined by the Art in Public Places Trust deaccession process to be of inferior quality relative to the quality of other works in the Collection or the County wishes to replace the artwork with a work of more significance by the same artist; and/or
- At the time of accessioning, complete information on the provenance of the artwork was not available, or more information has since become available, indicating that the artwork should not be part of the Miami-Dade County Art in Public Places Collection.

4. Department of Cultural Affairs staff will prepare a written recommendation for deaccession of artworks from the Collection based on one or more of the conditions in Section 3 above for review and evaluation by the Miami-Dade County Art in Public Places Professional Advisory Committee (Professional Advisory Committee), and subsequent review, evaluation and action by the Art in Public Places Trust. The staff reserves the option of hiring a consultant for advice on specific elements of the artwork being considered through the deaccession process.
5. Artists whose work is being considered for deaccession shall be notified by mail using the current address provided by the artist. Artists also shall be notified of the recommendation of the Professional Advisory Committee and of the Art in Public Places Trust meeting scheduled to consider this recommendation.
6. All legal documents relating to the artwork, including but not limited to contracts with the artist and agreements related to a donation of the artwork as applicable, will be consulted as part of the deaccession process. When applicable and feasible, the donor of an artwork under consideration for deaccessioning will be notified.
7. At a Professional Advisory Committee meeting, Miami-Dade County Department of Cultural Affairs staff will present reports on artworks to consider for deaccession that include:
   - Reasons for the suggested deaccession accompanied by such other documentation and information as may be relevant;
   - Acquisition method, cost, and estimated current market value;
   - Documentation of correspondence with the artist;
   - Photo documentation of site conditions (if applicable);
   - In the case of damage, a report that includes the official police and investigation reports and recommendation, and documents the original cost of the artwork, estimated market value, and the estimated cost of repair; and/or
   - In the case of theft or loss, the official police and investigation report and recommendation, including when possible, a report prepared by the agency responsible for the site of the loss.
8. The Professional Advisory Committee will then make a recommendation to the Miami-Dade County Art in Public Places Trust, including actions regarding the disposition of the artwork pursuant to Section 9 below. If the Professional Advisory Committee recommends that an artwork be retained, an explanation stating the Committee's reasons and recommendations shall be set forth in the minutes of the Committee's meeting and shall be submitted to the Art in Public Places Trust. The Trust may decide to seek additional information.
9. The decision to deaccession artwork will result from a resolution requiring a majority vote by the Miami-Dade County Art in Public Places Trust. Upon this decision to deaccession artwork, the Trust will consider what action should be taken, with priority given to public benefit from the Collection. Every step will be taken to arrive at a mutual balance between observing the rights of the artist and public benefit. Actions will be consistent with Miami-Dade County Administrative Order No. 8-2 and may include:

- Trade through artist, gallery, museum, or other institutions for one or more other artwork(s) of comparable value by the same artist or to reduce the purchase price of a replacement artwork;
- Long-term or permanent loan offered first to other governmental units and then, to eligible community based organizations, such as museums or educational/non-profit institutions, subject to being afforded equal participation opportunity to review and select the artwork(s);
- Donation first to other governmental units and then, to eligible community based organizations, such as museums or educational/non-profit institutions, subject to being afforded equal participation opportunity to review and select the artwork(s);
- Sale to interested potential bidders with "first offer" right to governmental units located within Miami-Dade County, in compliance with Administrative Order No. 8-2 governing surplus County property. Any pre-existing contractual agreements between the artist and the County regarding resale shall be honored, including but not limited to the original artist's having first right of refusal to purchase his or her artwork at its current market value;
- In special situations, the Miami-Dade County Art in Public Places can negotiate the transfer of an artwork to another entity. For site-integrated or site-specific artworks, when the site for which the artwork was specifically created is sold or acquired by an entity other than Miami-Dade County, the ownership of the artwork can transfer to that entity. Artwork in the Public Art Collection should be in exhibitable condition and continue to reflect the artist's original intent. Should the artwork selected for transfer need to be repaired cleaned, or restored, the negotiated transfer will include conservation provisions and, unless negotiated otherwise, the receiving entity pays for the restoration. The receiving entity should have an art plan that defines their commitment to the artist and the continued care of the artwork; and/or
- For artwork(s) not able to be disposed of by the methods outlined above, destruction or recycling of materials comprising the artwork, in accordance with Chapter 274 of the Florida Statutes, so that no piece is recognizable as part of that artwork.

10. In the event the artist disagrees with the decision of the Miami-Dade County Art in Public Places Trust, the artist may request reconsideration of the deaccession. This request must be filed in writing with the Miami-Dade County Department of Cultural Affairs within 30 days of the Trust's deaccession decision, and it must be based on information that was not considered during the Professional Advisory Committee's and the Art in Public Places Trust's meetings on the deaccession.
11. The Miami-Dade County Department of Cultural Affairs will work cooperatively with the Internal Services Department, Fixed Assets & Division Operations section of the County regarding the implementation of this policy for deaccessioned artworks and will notify ISD about all actions under formal consideration and taken by the Miami-Dade County Art in Public Places Trust affecting artwork(s) in the County's inventory.
12. A report will be sent to the County Mayor, Board of County Commissioners and ISD regarding the Miami-Dade County Art in Public Places Trust's action(s) regarding deaccessioned artworks.
13. The artwork, or its remains, shall be disposed of by the Miami-Dade County Art in Public Places staff, or its agents, upon deaccession action. It is the obligation of the Miami-Dade County Art in Public Places Program to ensure that all disposals with regard to the Collection be formally and publicly conducted and adequately documented in accordance with applicable provisions of the Florida Statutes and the Code of Miami-Dade County utilizing a variety of disposal methodologies.

14. A permanent record of the artwork's inclusion in the Miami-Dade County Art in Public Places Collection, and reasons for its removal, shall be maintained in a Deaccessioned Collection file, and will be kept as a separate section of the Miami-Dade County Art in Public Places Collection records. Miami-Dade County Department of Cultural Affairs staff will notify ISD Fixed Assets & Division Operations section of all deaccessioned artwork(s) so that the artwork(s) can be deleted from the Department's Capital Inventory Record.
15. No artworks shall be sold or traded to a member of a governing body or staff of Miami-Dade County government including the members of the Miami-Dade County Art in Public Places Trust and its Professional Advisory Committee, consistent with Miami-Dade County conflict of interest policies.
16. All proceeds from the sale of any artwork from the Miami-Dade County Art in Public Places Collection shall be deposited in the Art in Public Places Trust Fund. Funds from artwork sales may be used in any manner consistent with the enabling legislation of the Art in Public Places program and County policies regarding public artwork.

Frequently Asked Questions

1. Applicable Projects and Costs.
   - What if we are uncertain about whether the APP requirement applies to a project or components of a project?
   - Call APP staff if you have any questions about the APP requirements. In addition, the FAQs below may provide answers to your questions.
2. Contingency Allowances.
   - Are contingency allowances covered by the APP requirement, even if eventually they are not used or fully used for the project.
   - Yes. The APP allocation is calculated and transferred to APP upon the award of the contract.
3. Calculation of APP Amount.
   - How does a capital project accurately calculate the 1 ½% APP requirement amount?
   - A completed APP Capital Project Budget Allocation Worksheet must be submitted by departments to the Department of Cultural Affairs as soon as a capital project budget is developed and prior to design contract and construction award. APP staff will confirm the accuracy of the calculation of the APP requirement for the project and the final Worksheet must be signed by the department and the Department of Cultural Affairs (see sample "APP Capital Budget Allocation Worksheet" at http://www.miamidadepublicart.org/#tools; this form also is available from APP staff).
4. Project Changes
   - Are the costs associated with significant changes in a project's scope and budget subject to the APP requirement?
   - Yes. Typically, regular additive change orders are subject to the APP requirement as they are paid for from the project contingency allowance which is covered by the APP requirement. More significant scope additions which are accompanied by increases to the project's capital budget are subject to the APP requirement.
5. Inspector General.
   - In calculating the APP allocation, should the Inspector General cost be included in the base for the APP calculation?
   - Yes, the APP calculation is taken against the total contract amount.

6. Capital Outlay Reserve Funds (CORF).
   - Are construction projects funded by the Capital Outlay Reserve Fund covered by the APP requirement?
   - Yes. The APP requirement applies to all County construction projects for new buildings.
7. Funding Sources That Disallow Public Art.
   - Does the APP requirement apply to construction projects that are funded by grants or other sources which disallow public art?
   - If a grant or another funding source specifically prohibits the use of funds for compliance with the APP requirement, the department must use other funds to satisfy the APP requirement.
8. General Obligation Bond (GOB) Projects.
   - Does the APP requirement apply to GOB projects?
   - Yes, the APP requirement applies to all County construction projects for new buildings. In addition, the APP requirement applies to GOB projects for new buildings done by municipal governments.
9. Capital Work Done by the County.
   - Does the APP requirement apply to the cost of architectural and engineering services performed by County personnel and to the cost of in-house construction labor, materials, and/or machinery?
   - Yes. The APP requirement applies to the construction cost of new government buildings regardless of the source of funds for the project.
10. Private Sector-Funded Projects.
    - Does the APP requirement apply to buildings financed and constructed on County property by private sector investors?
    - Yes. The APP requirement applies to the construction cost of new government buildings regardless of the source of funds for the project. Please see the section “Information for Private Sector Capital Development on Land Owned or Leased by Local Government or on Private Property with the Building Owned, Leased or Operated by Local Government.”
    - What happens if the APP funds are not included in the development agreement with the private sector and/or are not collected by the department from the private sector?
    - The department will need to convey the funds for the APP requirement from another revenue source.
11. Conveyance of APP Funds.
    - When are funds conveyed to APP? Whom do we contact for details about conveying funds?
    - Funds are conveyed to APP when the department receives spending authority for the capital project. For example, when an A&E contract is authorized, 1½% of the contract must be conveyed to APP. Please contact Patricia Romeu, Department of Cultural Affairs, for instructions to convey funds (305-375-5920; romeu@miamidade.gov).
12. Cancellation of Capital Projects
    - Do APP costs incurred to date need to be covered by the department if the capital project is cancelled?
    - Yes.
13. Demolition.
    - Does the APP requirement apply to demolition costs?
    - Yes, if demolition is part of a construction project that is covered by the APP requirements.
14. Building Additions.
    - Are additions to an existing structure covered by the APP requirement?

- Yes, additions are considered to be “new government buildings.”

15. Building Adaptations.
    - Are existing buildings that are acquired and converted for a new governmental use covered by the APP requirement?
    - Yes, the acquisition cost of the building (excluding the estimated cost of the land) and the capital costs of the conversion of the building for a new governmental use are covered by the APP requirement.
16. Structures
    - Does APP cover structures that are built by or for the County that serve the public (e.g., parks, playgrounds, bridges, pre-fabricated shells, utilities buildings, etc.)?
    - Yes, if the structure is intended to be used directly by the public.
17. Equipment.
    - Are equipment costs subject to the APP requirement?
    - Yes. The APP requirement covers all systems and features that make a facility functional, even if the equipment is acquired through a separate contract.
18. Parking Garages.
    - Does the APP requirement apply to a parking garage?
    - Yes.
19. Roadways, Sidewalks Parking and Site Improvements.
    - Does the APP requirement apply to roadways, sidewalks, parking and site improvements?
    - Yes, if the roadways, sidewalks, parking (e.g., parking lots) and site improvements (e.g., site lighting, signage, etc.) are part of a construction project that is covered by the APP requirement.
20. Selection of Art Must Be by APP.
    - Can a department satisfy the APP requirement by selecting and purchasing an artwork itself?
    - No. Works of art must be selected in compliance with the process required by the APP program and overseen by the APP Trust and staff. Please see the section, “The APP Artists Selection Process” on page 2.
21. Adherence to the Art in Public Places Requirement.
    - Can departments waive the APP requirement?
    - No. Section 2-11.15 of the Miami-Dade County Code sets forth the requirements for the APP program and provides that only the Board of County Commissioners has the authority to waive the APP requirement. Administrative Order 3-11 prescribes a process involving a Review Committee which can be convened to conduct a hearing of a request for a waiver and states that the Review Committee will evaluate such requests as follows: “If the facility does not conform to the definition of ‘new governmental building’ a waiver will be recommended to the Board of County Commissioners. Only the BCC is authorized to grant waivers. Waivers must be secured prior to the award of the construction contract.”
22. Required Art in Public Places Language
    - Can departments change the required APP language that is provided in this Procedure?
    - No, departments must use the following language in all solicitations for APP eligible capital projects:

      This project is subject to the Miami-Dade County Art in Public Places requirements, pursuant to 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 or http://intra.miamidade.gov/managementandbudget/procedures.asp).

23. Unsuitable Locations.
    - Does the APP requirement apply to a new building that may not provide a suitable location for a public artwork and may the APP funds be transferred for expenditure to another site?
    - Yes. The APP requirement covers all new government buildings. There is no requirement in Section 2-11.15 of the Miami-Dade County Code that artworks be located at the site of the project that funded the artwork. APP will work with departments to identify suitable alternative locations.
24. Donations of Artwork.
    - What is the process for departments to accept donations of art work(s)?
    - The process for accepting gifts of art works is covered by Administrative Order No. 1-3. It requires that the APP Trust and its Professional Advisory Committee review and provide the department with a recommendation for all donations of artwork or commemorative and/or memorial structures of artistic merit, valued in excess of $1,000. The donation of art work(s) does not satisfy the APP requirement for an eligible capital project.

CONTACT(S):
Department/Division
Department of Cultural Affairs

REFERENCE DOCUMENT(S):
Section 2-11.15 of the Miami-Dade County Code
Administrative Order 3-11, Art in Public Places Program Implementation and Fund Transfer Procedure
Administrative Order No. 8-2, Care, Control and Disposal of County Property
Administrative Orders No. 1-3, Gifts to the County
Copies of all County Attorney Opinions related to these procedures are maintained by the Department of Cultural Affairs

EXHIBIT “F”

PERMITTED LEASHOLD MORTGAGEES

- PNC Bank, National Association, a national banking association
- Federal Home Loan Mortgage Corporation

EXHIBIT "G"
ESTOPPEL CERTIFICATE FROM LANDLORD

[attached]

Freddie Mac Loan Number: 507602803
Property Name: Wellspring Apartments

GROUND LEASE MORTGAGE

GROUND LESSOR'S ESTOPPEL CERTIFICATE

(Revised 7-12-2016)

[CONVERSION DATE]

PNC Bank, National Association
26901 Agoura Road, Suite 200
Calabasas Hills, CA 91301

Federal Home Loan Mortgage Corporation
8200 Jones Branch Drive
McLean, Virginia 22102

The Bank of New York Mellon Trust Company, National Association
4655 Salisbury Road, Suite 300
Jacksonville, Florida 32256

Re: Ground leased property located in Opa-Locka, Florida and commonly known as Wellspring Apartments (**"Property"**)

Ladies and Gentlemen:

The undersigned, Miami-Dade County, Florida, a political subdivision of the State of Florida (**"Lessor"**), as lessor under a Master Lease and Development Agreement (**"Lease"**), dated [July __, 2023], between Lessor and Wellspring LLC, a Colorado limited liability company authorized to transact business in Florida as Wellspring Apartments LLC, or its predecessor (**"Lessee"**), as lessee, covering the Property, warrants, represents and certifies to PNC Bank, National Association, a national banking association, Federal Home Loan Mortgage Corporation ("**Freddie Mac**"), a shareholder-owned government-sponsored enterprise organized and existing under the laws of the United States of America, The Bank of New York Mellon Trust Company, National Association, a national banking association, and each subsequent owner of the mortgage loan secured by Lessee's leasehold interest in the Property (collectively or individually, **"Lender"**) as follows, as of the date of this Ground Lessor's Estoppel Certificate ("**Certificate**"):

1. The term of the Lease commenced on [July __, 2023], and expires on _____ __, 20__, subject to two extension options of five (5) years each.

2. The current rent under the Lease, which escalates by three percent (3%) annually, is currently $[_____] per annum, payable in annual installments, and has been paid in full through _____, 2___. The amount of any accrued and unpaid Deferred Rent (as defined in the Lease), including interest thereon, is:_____. No additional rent or charge (including taxes, maintenance, operating expenses or otherwise) that has been billed to Lessee by Lessor is overdue except as follows:_____(if none, specify "none"). There are no provisions for, and Lessor has no rights with respect to, increasing the rent, except as expressly set forth in the Lease. The amount of the security deposit presently held by Lessor under the Lease is $0.00.

3. All conditions precedent to the effectiveness of the Lease have been fully satisfied and the Lease is in full force and effect. A list of all the documents constituting the Lease is attached as Exhibit A. The Lease has not been assigned, modified, supplemented or amended in any way, except as described on Exhibit A. Other than those documents listed on Exhibit A, there are no other agreements concerning the Property, whether oral or written, between Lessee and Lessor which modify, supplement or amend or contradict the rights and obligations of Lessee and Lessor under the Lease. If so required by Freddie Mac, attached to this Certificate are true, correct and complete copies of all documents constituting the Lease.

4. Lessor has not delivered or received any notices of default under the Lease except as follows: (if none, specify "none"). To the best of the Lessor's knowledge, as of the date of this Certificate, there is no default by Lessee or Lessor under the Lease, nor has any event or omission occurred which, with the giving of notice or the lapse of time, or both, would constitute a default except as follows: _____(if none, specify "none").

5. Lessor is the landlord under the Lease. Lessor has not subordinated its interest in the Lease to any mortgage, lien or other encumbrance on the fee. Lessor has not assigned, conveyed, transferred, sold encumbered or mortgaged its interest in the Lease or its fee simple interest in the Property.

6. No third party has any option or right of first refusal to purchase or to otherwise acquire all or any part of the Property.

7. To the best of Lessor's knowledge upon reasonable due inquiry, Lessor has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Lessor's interest in the Property.

8. To the best of Lessor's knowledge upon reasonable due inquiry, Lessor has not received (i) written notice from any governmental or regulatory body that it is in violation of any governmental law or regulation applicable to its ownership interest in the Property, (ii) any other written notice that it is in violation of any governmental law or regulation applicable to its ownership interest in the Property which may have a material adverse effect on such interest, and to Lessor's actual knowledge there are no grounds for any claim of any such violation.

9. Neither Lessee nor any affiliate of Lessee has any direct or indirect ownership interest in Lessor or any affiliate of Lessor.

10. No union of the interests of Lessor and Lessee will result in a merger of the Lease into any superior leasehold interest or the fee interest in the Property.

11. Lessor acknowledges that Lender's address for notice and other purposes under the Lease is as follows:

PNC Bank, National Association
26901 Agoura Road, Suite 200
Calabasas Hills, CA 91301
Attention: Loan Administration Manager

And to:

Federal Home Loan Mortgage Corporation
8100 Jones Branch Drive, MS B4P
McLean, Virginia 22102
Attention: Multifamily Operations - Loan Accounting
Email: mfla@freddiemac.com
Telephone: (703) 714-4177

And to:

Federal Home Loan Mortgage Corporation
8200 Jones Branch Drive, MS 210
McLean, Virginia 22102
Attention: Managing Associate General Counsel –
Multifamily Legal Division
Email: guy_nelson@freddiemac.com
Telephone: (703) 903-2000

And to:

The Bank of New York Mellon Trust Company, National Association
4655 Salisbury Road, Suite 300
Jacksonville, Florida 32256
Attention: Miami-Dade HFA Relationship Manager
Fax: (904) 645-1998

12. Lessor and the person or persons executing this Certificate on behalf of Lessor have the power and authority to execute this Certificate.

13. Lessor consents to the execution and delivery by Lessee to Lender of an Amended and Restated Multifamily Leasehold Mortgage, Assignment of Rents and Security Agreement covering Lessee's leasehold interest in and to the Property and the recording of same in the applicable real property records. Lessor also consents to the execution and delivery by Lessee, and the filing and/or recording in the appropriate public records, of such additional documents and instruments as Lender may deem necessary or desirable to establish, perfect and maintain a lien upon and against Lessee's leasehold interests in the Property, including, but not limited to, Uniform Commercial Code financing statements and such other documents, instruments and agreements as Lender may deem necessary or desirable in connection with the creation, grant, maintenance, renewal, extension, modification or enforcement of the lien.

14. Lessor acknowledges that Lender is a Leasehold Mortgagee and the Senior Lender under the Lease and is entitled to the benefit of all protections granted to a Leasehold Mortgagee and the Senior Lender under the Lease without the need for providing any separate notice under the Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Lender and its successors and assigns may rely upon the truth and accuracy of the certifications contained in this Certificate, and this Certificate will be binding upon Lessor and its successors and assigns, and inure to the benefit of Lender and its successors and assigns. This Certificate may not be deemed to alter or modify any of the terms and conditions of the Lease.

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

By:_____
Name:
Title:

EXHIBIT A

That certain Master Lease and Development Agreement, dated [June __, 2022], made by and between Miami-Dade County, Florida, a political subdivision of the State of Florida and Wellspring LLC, a Colorado limited liability company authorized to transact business in Florida as Wellspring Apartments LLC.

Schedule 7.1

INSURANCE REQUIREMENTS

The Tenant hereby acknowledges and agrees that the insurance requirements listed below are required by the Landlord, in order to primarily protect the Landlord's interest, and as a result, the Tenant will consult with its own insurance agent or carrier to determine other insurance policies that may be beneficial to the Tenant. Further, additional limits for each type of insurance, as described below, may be determined upon review of any changes to Construction Documents and/or any Permits, and/or the Tenant's operation of its business on the Premises. Additional types of insurance coverage may be required if, upon review of Tenant Construction Documents, Permits, and/or the Tenant's operations, the Landlord determines that such coverage is necessary or desirable.

The Tenant shall furnish to the Landlord c/o Risk Management Division, 111 N.W. First Street, Suite 2340, Miami, Florida 33128, 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 for all employees of the tenant and all contractors as required by Chapter 440, *Florida Statutes*.

B. Commercial General Liability Insurance, in an amount not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate, not to exclude Products and Completed Operations. **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 $300,000 per occurrence for bodily injury and property damage combined.

D. Professional Liability or Errors & Omissions Insurance in the name of the Tenant or licensed design professional providing architectural and/or engineering, project design, construction supervision, administration, surveying, testing, engineering and any other related professional qualifications or functions required for the 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 and/or cause its contractor(s) to 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 and all contractors as required by Chapter 440, *Florida Statutes*.

B. Commercial General Liability Insurance in an amount not less than $1,000,000, and $2,000,000 in the aggregate, not to exclude Products and Completed Operations. **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, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Builder's Risk Insurance on an "All Risk" basis in an amount not less than one hundred (100%) percent of the completed contract value. The policy shall name the Tenant and the Landlord. Coverage shall remain in place until the final completion of construction has been reached, as determined by the Landlord.

E. Pollution Liability insurance in an amount not less than $1,000,000 covering third-party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest.

F. Umbrella Liability Insurance in an amount not less than $3,000,000 per occurrence, and $3,000,000 in the aggregate.

a. If Excess Liability is provided must be on a follow form basis of the General Liability Insurance policy.

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 in an amount not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate, not to exclude Products and Completed Operations. **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 $300,000 combined single limit per occurrence for bodily injury and property damage.

D. Property Insurance on an "All Risk" basis including Business Interruption in an amount sufficient to continue business operations and Windstorm & Hail coverage in an amount not less than one hundred (100%) percent of the replacement cost of the building(s). Miami-Dade County must be shown as a Loss Payee A.T.I.M.A. with respect to this coverage.

E. Flood Insurance coverage shall be provided for properties located within a flood hazard zone, in an amount not less than the full replacement value(s) of the completed structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP) whichever is greater. Miami-Dade County must be shown as a Loss Payee A.T.I.M.A. with respect to this coverage.

F. Professional Liability or Errors & Omissions Insurance in an amount not less than $1,000,000 per claim.

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 ensuring 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 "**A-**" as to management, and no less than "**Class VII**" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

CERTIFICATE HOLDER MUST READ: **MIAMI-DADE COUNTY**
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

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 21.2

Landlord's Estoppel Certificate

(form – subject to amendments based on lender, Investor Member or Tenant requirements)

[Address to Lender/ Investor Member]

_____, 20_____

Re: Lease Agreement dated _____, 2023 (the "Lease"), by and between Miami-Dade County ("Landlord"), and Wellspring Apartments LLC ("Tenant").

Ladies and Gentlemen:

Landlord has been advised that _____("Lender") intends to make a loan to Tenant (the "Loan") in connection with the Premises described in the Lease, and that, in making the Loan, Lender will act in material reliance upon this Estoppel Certificate from Landlord [*or* _____ ("Investor Member") is the investor member of Tenant and hereby requests this Estoppel Certificate with respect to the Lease 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 Premises or the Project.

3. The Lease is in full force and effect. Tenant has accepted the Premises, presently is in possession of same, and [is/is not] paying the Rent specified in the Lease on a current basis as of the date hereof. Except as expressed hereunder or attached hereto, Landlord has no knowledge of any set offs, claims or defenses to the enforcement of the Lease or Tenant's rights thereunder.

4. Except as expressed hereunder or attached hereto, 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.

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

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

By:_____
Name:
Title:

Memorandum

MIAMI-DADE COUNTY

Date: June 16, 2023

To: Honorable Oliver G. Gilbert, III
Chairman

From: Daniella Levine Cava
Mayor

Subject: Responsible Entity Due Diligence – Wellspring, LLC
Lease of County-owned Property located at 14701 NW 27 Avenue, Opa-locka, Florida 33054 (Folio No. 08-2122-026-0010)

Executive Summary

This memorandum sets forth the due diligence review, as required by Implementing Order 8-4 (IO 8-4), for the Internal Services Department (ISD) to provide details concerning the responsibility of proposed tenant, Wellspring, LLC for a long-term lease for affordable housing and further summarizes ISD's findings in connection with the proposal submitted by Wellspring, LLC. IO 8-4 generally sets forth the process and requirements to sell, lease or otherwise dispose of County-owned real property.

The Property, as defined below, is currently subject to an existing lease that will be amended to remove a portion of the Property to subsequently authorize a direct lease with Wellspring, LLC for such Property for affordable housing. During the IO 8-4 responsibility review, ISD's Real Estate Development Division identified the following: (i) a 2014 Final Order and Stipulation and Consent Agreement concerning violation of certain financial regulations; and (ii) a 2009 civil case concerning contract indebtedness. The determination of responsibility is ultimately a decision of the Board of County Commissioners (Board). Further details concerning responsibility are noted below.

Background Information

On August 31, 2020, the Board adopted Resolution No. R-822-20 approving a Lease Agreement (Existing Lease) between Miami-Dade County (County) and Wellspring Community Resources, Inc., a Florida not-for-profit corporation (Existing Tenant) for the development of a medical office complex along with affordable housing on the County-owned property located at 14701 N.W. 27 Avenue, Opa-locka , Florida 33054, Folio No. 08-2122-026-0010 (Property). The Existing Tenant thereafter subleased the Property to Wellspring, LLC (New Tenant) for the development of the affordable housing component.

On April 18, 2023, the Board passed Resolution No. R-372-23, which authorized the Housing Finance Authority to issue Multifamily Mortgage Revenues Bonds in an amount not to exceed $20,000,000 for the construction of affordable housing on the Property.

The Existing Tenant wishes to bifurcate the Existing Lease into two separate leases, one of which will remain with the Existing Tenant for the development of the medical office complex on approximately 98,503 square feet of the Property, and the other lease to be entered into directly with the New Tenant for the development of affordable housing for the elderly on the remaining approx. 65,798 square feet of the Property. In accordance with IO 8-4, the New Tenant submitted a proposal for a leasehold conveyance of the subject portion of the Property for the development of at least 99 elderly affordable housing units.

IO 8-4 requires that the County Mayor or the County Mayor's designee perform the necessary due diligence for the County Commission to determine whether the contracting entity is a

responsible entity. Pursuant to IO 8-4, determinations regarding a Proposer's "responsibility" are ultimately made by the Board and are fundamentally issues of business judgment and policy. The term "responsible entity" relates to the entity's financial condition, capability, experience, and past performance, and includes honesty and integrity, skill and business judgment, experience and capacity for performing under the contract, and previous conduct, including but not limited to, meeting its financial obligations. Analysis of previous conduct shall include but not be limited to consideration as to whether the requestor, or other entity in which the requestor has a controlling financial interest, was previously conveyed or leased County-owned property which was later the subject of an involuntary reverter or lease termination by the County.

Commission District:	1, Chairman Oliver G. Gilbert, III
Managing Department:	Internal Services Department
Lot Size/Description:	Approximately 1.51 acres
Address:	Portion of 14701 NW 27 Ave.
Folio Number:	Portion of 08-2122-026-0010

Departmental Due Diligence Review
The results of the due diligence, as required by IO 8-4 are as follows:

(i) Whether the terms and conditions set forth in the application for sale or lease of County-owned property meet the requirements of Section 125.379, Florida Statutes for affordable housing purposes.
The proposed development on the Property consists of a minimum of 99 residential apartment units for elderly housing and that meet the requirements for affordable housing under Section 125.379, Florida Statutes (Project). All the studio apartments will consist of no less than 500 SF of living space. All the one bedroom, one-bath apartments will consist of no less than 580 SF of living space. All the two bedroom, one-bath apartments will consist of no less than 781 SF of living space.

(ii) Whether there are obstacles to the proposed conveyance or lease, or adverse findings discovered during the responsibility review of the proposed purchaser or tenant:

a) **General Obstacles**: The Property is currently subject to the Existing Lease, which must be amended and restated as previously noted above and as contemplated in connection with the proposed bifurcation.

b) **Compliance with existing agreements:** Wellspring, LLC is a subtenant to the Existing Lease pursuant to which the Existing Tenant is currently non-compliant with Existing Lease obligations to complete development within a specified timeframe. Wellspring, LLC is also an affiliate entity under common control with the Integral Group. The Board approved Resolution No. R-1072-22 authorizing the conveyance of various parcels to multiple developers, including Integral Florida, for the development of infill housing. No additional findings were identified during the due diligence required in connection with R-1072-22.

c) **Entity contracting with the County:** While conducting research of publicly available records concerning the New Tenant and its principals, the following financial and/or contractual items were identified for Mr. Kareem T. Brantley:

- August 14, 2014: Final Order and Stipulation and Consent Agreement In Re: Bravis Fund Group, LLC and Kareem T. Brantley by State of Florida Office of Financial Regulation for violation of Florida Statute, Florida Administrative Code, and SEC Rules
    - Failure to: (i) maintain financial statements; (ii) amend inaccurate Investment Adviser firm reporting form (Form ADV) regarding number of employees, number and type of clients and compensation arrangements, assets under management, etc.; (iii) provide Form ADV Part II to clients; (iv) maintain written advisory contracts for all clients and entering a deficient investment advisory contract with one client; (v) maintain written communications of advice or recommendations given to clients, and (vi) maintain written supervisory procedures.
    - Mr. Brantley advised that the above-referenced case was closed and settled. He notes that the violations simply involved "books and records" and "recordkeeping" and that they did not involve fraud or customer harm in any way. Mr. Brantley specified that he was an officer at the subject company that held records electronically and that there was a dispute with the State which disagreed as to the method of maintaining records. Ultimately Mr. Brantley indicated that the above referenced case was settled on August 14, 2014 to avoid the high cost of resolving the dispute.
- October 30, 2009: Civil Case #CACE09059059 Branch Banking & T Tr CO v. Brantley, Kareem T for contract indebtedness
    - Mr. Brantley specified that the case involved the foreclosure of his primary residence during the Great Recession. The property was sold, and the loan was repaid in full, thereby closing the case.

d) Identification and summary of past experience: Wellspring, LLC is a single purpose entity created for the purposes of developing and financing the project and leasing the Property. Affiliate entities of Wellspring, LLC include the Integral Group. According to the application submitted by Wellspring, LLC, Integral Group has past experience in real estate development having served as Program Manager, Developer, or Development Consultant on over 55 mixed-income real estate transactions, including partnerships with over 15 cities, 12 housing authorities, redevelopment agencies, and other public and private entities, resulting in Integral completing or currently completing over 16 multi-phased, master planned, mixed-income, mixed-use and mixed-financed communities in partnership with public agencies.

(iii) The ownership composition of the proposed purchaser or tenant: The New Tenant is Wellspring, LLC, a Colorado limited liability company, authorized to transact business in the State of Florida as Wellspring Apartments, LLC, a foreign limited liability company. Wellspring, LLC is comprised of the following:

- Wellspring, LLC, also known as Wellspring Apartments, LLC, includes:
    - PNC Middle Tier 6, LLC 99.98%
    - Colombia Housing SLP 0.01%
    - Wellspring Manager, LLC 0.01%

- Wellspring Manager, LLC includes:
  - Integral Wellspring, LLC 61.00%
  - KTB Bravis, LLC 35.00%
  - Miguel Southwell 4.00%

- Integral Wellspring, LLC includes:
  - Egbert Perry 48.63%
  - Valerie Edwards 15.38%
  - Vicky L. Wilbon 21.23%
  - Eric Pinckney 7.38%
  - Carl Powell 7.38%

- KTB Bravis, LLC includes
  - Kareem T. Brantley 95.00%
  - Minca Davis Brantley 5.00%

(iv) The market value or market rental of the real property, including the appraised value or, if no appraisal has been conducted for land estimated to have a fair market value less than $5,000,000, the value set forth in the property appraiser's website (Resolution No. R-333-15):
The 2022 market value set forth in the Miami-Dade Property Appraiser for the entire site is $4,261,874. On a per square foot basis, the property subject to lease would be valued at approximately $1,701,367. ISD also procured two appraisals as of October and November 2022, respectively. The average appraised market value for the Property was determined to be $1,900,000. The average appraised market rent for the Property was determined to be $125,000 per year. The appraised values noted were completed after due consideration for the proposed development (i.e., assuming the Property is subject to the affordable housing restrictions set forth in the lease).

Wellspring, LLC is proposing to pay rent in the amount of $54,000 per year. However, such rent is only payable in the event that there are available cash flows after payment of all operating costs, mortgage principal and interest payments, and reserves required by the leasehold mortgagees (Net Annual Cash Flow). In the event there is insufficient Net Annual Cash Flow in any given year, rent would be deferred until the following year provided there is Net Annual Cash Flow in such year. Additionally, if there is a sale, refinance or transfer, then deferred rents are due to the extent that there are funds remaining after third party closing costs, including the payment of principal and interest on the leasehold mortgages.

(v) With respect to not-for-profit entities seeking to lease County-owned real property, the estimated rent that would be payable in lieu of paying ad valorem taxes on the real property sought to be leased:
Not Applicable.

(vi) The identification of the department and the person who will be monitoring compliance with the terms of the lease or deed:
Andrew Schimmel, Division Director, ISD

Should you have any questions or require additional information, please contact Alex Muñoz, Director, ISD, at 305-375-2308.

Attachment: ISD Real Estate Development Division Conveyance Due Diligence Checklist

c: Geri Bonzon-Keenan, County Attorney
Gerald K. Sanchez, First Assistant County Attorney
Jess M. McCarty, Executive Assistant County Attorney
Office of the Mayor Senior Staff
Alex Muñoz, Director, Internal Services Department
Yinka Majekodunmi, Commission Auditor

REDD Conveyance Due Diligence Checklist

Applicant (Entity/Primary Principal): Wellspring LLC. / Wellspring Apartments LLC.

Principal Address: 960 W 41 Street Suite 212 Miami Beach, FL 33140

Registered & Active on Sunbiz? ☒Yes ☐No
(attach "Detail by Entity Name")

Executed Disclosure Affidavit Provided? ☒Yes ☐No
(attach executed Disclosure)

Applicant's Principals (Entities & Individuals)
PNC Middle Tier 6 LLC, Columbia Housing SLP, Wellspring Manager LLC, Intergral Wellspring LLC, KTB Bravis LLC.
Wellspring Manager LLC: Miguel Southwell; **KTB Bravis LLC:** Kareem Brantley and Minca Davis Brantley
Intergral Wellspring LLC: Egbert Perry, Valerie Edwards, Vicki Lundy Wilbon, Carl Powell and Eric Pickney

Evidence of Registration with INFORMS? ☐Yes ☒No

Is the Applicant or any of its principals identified within the following:

- Debarment List ☐Yes ☒No
- Delinquent Contractors ☐Yes ☒No
- Florida Suspended Contractors ☐Yes ☒No
- Scrutinized Companies ☐Yes ☒No
- Scrutinized Companies that boycott Israel ☐Yes ☒No
- System for Award Management ☐Yes ☒No
- Department of Justice ☐Yes ☒No

If yes, please provide greater detail: N/A

Is the Applicant or any of its Principals identified within the following for any relevant responsibility issues:

- Miami Dade Clerk of Court Official Record Search ☐Yes ☒No
- Miami Dade Clerk of Court Civil Search ☐Yes ☒No

If yes, please provide greater detail: N/A

Has the County conveyed any interest in real property to the Applicant or any of its Principals? ☐Yes ☒No
(attach past conveyance resolutions identified in Legistar)

If past conveyance(s) identified, is Applicant compliant with existing restrictions? ☐Yes ☐No

If non-compliant, please provide greater detail: N/A

Has an internet search on the Applicant or its Principals revealed any concerning publications? ☐Yes ☒No

If yes, please provide greater detail: N/A

Instrument Prepared by and Return To:

ISD/ Real Estate Development Division
111 NW 1 Street, Suite 2460
Miami, Florida 33128

A Portion of Folio No.: 08-2122-026-0010

OWNERSHIP DISCLOSURE AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF _____)

1. I have read the contents of this Affidavit, have actual knowledge of the facts contained herein, have authority to execute this affidavit on behalf of Wellspring, LLC, a Colorado Limited Liability Company authorized to transact business in the State of Florida as Wellspring Apartments, LLC, and state that the facts contained herein are true, correct, and complete.

2. The following persons or entities constitute and are all of the Members, Managing Members, and Managers, of Wellspring, LLC, a Colorado Limited Liability Company authorized to transact business in the State of Florida as Wellspring Apartments, LLC, a foreign limited liability company, having its principal office and place of business at 960 W 41 Street Suite 212 Miami Beach, FL 33140, and including all Members, Managing Members, and Managers, of Wellspring Apartments, LLC: Federal Tax ID #s 37-1987190

Full Name (Including Middle)	**Title**	**Address**	**Date of Birth**

3. There are no Members, Managing Members or Managers of the aforesaid entities other than the persons or entities set forth above.

4. There are no provisions in any Articles of Organization of the aforesaid entities or in any operating agreement, written or oral, of the aforesaid entities, which prohibit, restrict or limit in any way or in any manner the execution of lease agreement for the property located at 14701 N.W. 27 Avenue, Opa Locka, Florida 33054, and to bind and obligate the aforesaid entities as set forth in such lease.

5. All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida.

FURTHER AFFIANT SAYETH NOT.

Witness

Johan Alvarez
Print

Witness

Meghan Beckner
Print

AFFIANT:

By: _____

Date: 05/05/2023

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this 5th day of May, 2023, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, KAREEM BRANTLEY, personally known to me, or proven, by producing the following identification: Florida's Driver License to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at Miami-Dade, in the County and State aforesaid, on this, the 5th day of May, 2023

_____ (SEAL)
Notary Public

Misty M. Polanco
Print Name
Notary Public, State of Florida
My Commission expires Nov. 5, 2023

NOTARY SEAL / STAMP

MISTY MICHELLE POLANCO
Notary Public - State of Florida
Commission # GG 926561
My Comm. Expires Nov 5, 2023
Bonded through National Notary Assn.

Principal Disclosures for the Applicant

Select the organizational structure for the Applicant entity:

The Applicant is a: Limited Liability Company

Provide the name of the Applicant Limited Liability Company:

Wellspring, LLC

% Ownership input features will not be made available until invitation to credit underwriting

First Principal Disclosure Level:

Click here for Assistance with Completing the Entries for the First Level Principal Disclosure for the Applicant

First Level Entity #	Select Type of Principal of Applicant	Enter Name of First Level Principal	Select organizational structure of First Level Principal identified	% Ownership of Applicant
1.	Investor Member	PNC Middle Tier 6,LLC	Limited Liability Company	99.9800%
2.	Investor Member	Columbia Housing SLP	For-Profit Corporation	0.0100%
3.	Manager	Wellspring Manager, LLC	Limited Liability Company	0.0100%

Second Principal Disclosure Level:

Wellspring, LLC

Click here for Assistance with Completing the Entries for the Second Level Principal Disclosure for the Applicant

Select the corresponding First Level Principal Entity # from above for which the Second Level Principal is being identified	Second Level Entity #	Select the type of Principal being associated with the corresponding First Level Principal Entity	Enter Name of Second Level Principal	Select organizational structure of Second Level Principal identified	Second Level Principal % Ownership of First Level Principal
3. (Wellspirng Manager, LLC)	3.A.	Manager	Integral Wellspring, LLC	Limited Liability Company	61.0000%
3. (Wellspirng Manager, LLC)	3.B.	Manager	KTB Bravis, LLC	Limited Liability Company	35.0000%
3. (Wellspirng Manager, LLC)	3.C.	Member	Miguel Southwell	Natural Person	4.0000%

Third Principal Disclosure Level:

Wellspring, LLC

Click here for Assistance with Completing the Entries for the Third Level Principal Disclosure for the Applicant

Select the corresponding Second Level Principal Entity # from above for which the Third Level Principal is being identified	Third Level Entity #	Select the type of Principal being associated with the corresponding Second Level Principal Entity	Enter Name of Third Level Principal who must be either a Natural Person or a Trust	The organizational structure of Third Level Principal identified Must be either a Natural Person or a Trust	3rd Level Principal % Ownership of 2nd Level Principal
3.A. (Integral Wellspring, LLC)	3.A.(1)	Manager	Perry, Egbert	Natural Person	48.6300%
3.A. (Integral Wellspring, LLC)	3.A.(2)	Member	Edwards, Valerie	Natural Person	15.3800%
3.A. (Integral Wellspring, LLC)	3.A.(3)	Member	Lundy Wilbon, Vicki	Natural Person	21.2300%
3.A. (Integral Wellspring, LLC)	3.A.(4)	Member	Powell, Carl	Natural Person	7.3800%
3.A. (Integral Wellspring, LLC)	3.A.(5)	Member	Pickney, Eric	Natural Person	7.3800%
3.B. (KTB Bravis, LLC)	3.B.(1)	Manager	Brantley, Kareem T.	Natural Person	95.0000%
3.B. (KTB Bravis, LLC)	3.B.(2)	Member	Davis Brantley, Minca	Natural Person	5.0000%
<Select a #>		<Select an option>		<Select an option>	

Fourth Principal Disclosure Level:

Wellspring, LLC

Click here for Assistance with Completing the Entries for the Fourth Level Principal Disclosure for the Applicant

Select the corresponding Third Level Principal Entity # from above for which the Fourth Level Principal is being identified	Select the type of Principal being associated with the corresponding Third Level Principal Entity	Enter Name of Fourth Level Principal who must be a Natural Person	The organizational structure of Fourth Level Principal identified Must Be a Natural Person	4th Level Principal % Ownership of 3rd Level Principal
<Select a #>	<Select an option>		Natrual Person	
<Select a #>	<Select an option>		Natrual Person	
<Select a #>	<Select an option>		Natrual Person	

Detail by Entity Name

Foreign Limited Liability Company
WELLSPRING APARTMENTS LLC

Cross Reference Name

WELLSPRING LLC

Filing Information

Document Number	M20000009714
FEI/EIN Number	APPLIED FOR
Date Filed	10/28/2020
State	CO
Status	ACTIVE

Principal Address

191 Peachtree Street NE
Suite 4100
Atlanta, GA 30303

Changed: 05/02/2023

Mailing Address

191 Peachtree Street NE
Suite 4100
Atlanta, GA 30303

Changed: 05/02/2023

Registered Agent Name & Address

Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301

Name Changed: 05/02/2023

Address Changed: 05/02/2023

Authorized Person(s) Detail

Name & Address

Title MGR

WELLSPRING MANAGER LLC
960 W 41st Street
Suite 212
Miami Beach, FL 33140

Annual Reports

Report Year	Filed Date
2021	04/30/2021
2022	05/01/2022
2023	05/02/2023

Document Images

05/02/2023 -- ANNUAL REPORT	View image in PDF format
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04/30/2021 -- ANNUAL REPORT	View image in PDF format
10/28/2020 -- Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations