MEMORANDUM

Agenda Item No. 8(K)(2)

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

DATE: February 19, 2025

FROM: Geri Bonzon-Keenan County Attorney

SUBJECT: Resolution approving and authorizing the County Mayor to: (1) execute, in accordance with section 125.35, Florida Statutes, and subject to the United States Department of Housing and Urban Development's (HUD) approval, a 99-year ground lease (lease), which such lease includes a lump sum capitalized ground lease payment of $1,725,000.00, with RUDG, LLC (RUDG) related to the development of Gibson Plaza development (development), (2) execute a Master Development Agreement (MDA) with RUDG in the total estimated amount of $572,678,839.00, a payment of 30 percent of the developer fees estimated at $6,598,566.00, an Asset Management Fee of $25,000.00 annually after the first full year of stabilization, estimated at $2,225,000.00, a one-time stabilization fee of $150,000.00, monthly Davis Bacon monitoring fees in the amount of $3,000.00, estimated at $108,000.00, and 16 percent of the net proceeds of the sale or refinance of the subject property, (3) exercise all provisions contained in the lease and MDA (4) subject to HUD's approval, execute all necessary Rental Assistance Demonstration and/or mixed-finance agreements and all other documents related to the development; (5) submit a demolition and/or disposition application to HUD, if required; and (6) execute amendments to annual contributions contracts, if required; and waiving section 2-10.4.2 of the Code

The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.

Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum

Date: February 19, 2025

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

From: Daniella Levine Cava
Mayor

Subject: Recommendation for Approval of the Execution of the Master Development Agreement with RUDG, LLC, and a 99-Year Ground Lease with RUDG, LLC, Pursuant to Request for Proposal (RFP) No. 2023-01-GPWG, Gibson Plaza/West Grove Redevelopment

Executive Summary

On April 12, 2023, the County advertised Request for Proposal (RFP) – No. 2023-01-GPWG – Gibson Plaza/West Grove Redevelopment seeking proposals from prospective developers who have the capability, expertise, capacity, and resources to obtain financing to successfully redevelop Gibson Plaza and West Grove housing sites with affordable, workforce housing, and market rate units and to convert the existing units. The existing sites are not public housing sites, but instead are subject to a Housing Assistance Payment (HAP) contract with the United States Department of Housing and Urban Development (HUD). The existing sites will be redeveloped by transferring the existing HAP contract to the new development and will incorporate additional new deeply affordable units subsidized by the HUD Faircloth-to-RAD program. The Competitive Selection Committee (Committee) recommended that the County negotiate with the two highest ranking proposers, i.e., RUDG, LLC (RUDG) for Group 1 (Gibson Plaza), and Integral Florida, LLC (Integral) for Group 2 (West Grove). On September 17, 2024, the Board of County Commissioners ("Board") adopted Resolution No. R-829-24, authorizing the County Mayor or the County Mayor's designee to initiate negotiations for RFP – No. 2023-01-GPWG – Gibson Plaza/West Grove Redevelopment with the highest ranked proposers, i.e., RUDG (Group 1), and Integral (Group 2) for the redevelopment of the Gibson Plaza and West Grove housing developments, respectively. Pursuant to that resolution, the County administration disclosed to the Board that it would return for further approvals of the permanent ground lease and master development agreement. Therefore, this item seeks the Board's approval to authorize the County Mayor or County Mayor's designee, subject to the United States Department of Housing and Urban Development (HUD) approval, to execute a 99-Year Ground Lease Agreement ("lease") and other related agreements with Related RUDG, that evidence and preserve site control as required by HUD and the Florida Housing Finance Corporation (FHFC) for the redevelopment of Gibson Plaza. Gibson Plaza is anticipated, over the course of the 99-years, to generate approximately $572,678,839 in revenue for the County inclusive of capitalized ground lease payments, developer fees, and percentage share of annual net cash flow. Additionally, this item seeks the Board's approval to authorize the County Mayor or County Mayor's designee to execute the Master Development Agreement ("MDA") with RUDG, and any agreements or documents as may be required by HUD and FHFC, including the Option to Ground Lease(s).

Recommendation

It is recommended that the Board:

1. Authorize the County Mayor or County Mayor's designee to execute the MDA with RUDG and to exercise all provisions contained in the MDA, including, but not limited to: (a) termination of short term lease and technical and non-substantive amendment provisions; (b) reviewing and approving documents, plans, any and all other requests required of, or allowed by, RUDG, its sublessees or assignees to be submitted to County; (c) consenting to actions,

events, and undertakings by RUDG or extensions of time periods for which consent is required by County, including, but not limited to, extensions of time for the performance of any obligation by County; (d) executing any and all documents on behalf of the County necessary or convenient to the foregoing approvals, consents, and appointments; (e) assisting RUDG with and executing on behalf of the County any applications or other documents, needed to comply with applicable regulatory procedures and to secure financing, permits or other approvals to accomplish the construction of any and all improvements in and refurbishments of the property; (f) executing joinders and consents to easement and access agreements, for the purposes of granting any needed non-exclusive vehicular and/or pedestrian ingress and egress access routes and for any parking within and throughout the project; and (g) amending the MDA to correct any typographical or non-material errors, to address revisions or supplements hereto of a non-material nature or to carry out the purposes of the MDA;

2. In accordance with section 125.35, Florida Statutes, and subject to HUD's approval, approve and authorize the County Mayor or County Mayor's designee to: (1) execute the lease with RUDG to include a lump sum capitalized ground lease payment of $1,725,000.00; an annual share of 16 percent of all net distributable operating receipts characterized as net cash flow, until the end of the lease term estimated at $561,872,273.00; an asset management fee of $25,000.00 annually after the first full year of stabilization, estimated at $2,225,000.00; and a one-time stabilization fee of $150,000.00; and (2) exercise all provisions contained therein, including, but not limited to, (a) termination and technical and non-substantive amendment provisions; (b) exercising right of first refusal option; (c) reviewing and approving documents, plans, any and all other requests required of, or allowed by, RUDG, its sublessees or assignees, to be submitted to County; (d) consenting to actions, events, and undertakings by RUDG or extensions of time periods for which consent is required by County, including, but not limited to, extensions of time for the performance of any obligation by County; (e) execute any and all documents on behalf of County necessary or convenient to the foregoing approvals, consents, and appointments; (f) assisting RUDG with and executing on behalf of the County any applications or other documents, needed to comply with applicable regulatory procedures and to secure financing, permits or other approvals to accomplish the construction of any and all improvements in and redevelopment of the project site; (g) executing joinders and consents to access agreements, for the purposes of granting any needed non-exclusive vehicular and/or pedestrian ingress and egress access routes and for any parking within and throughout the project; and (h) amending the lease to correct any typographical or non-material errors, to address revisions or supplements hereto of a non-material nature or to carry out the purposes of the lease;

3. Subject to HUD's approval, authorize the County Mayor or County Mayor's designee to execute any and all necessary Rental Assistance Demonstration program (RAD) and/or mixed-finance and related agreements and any and all other documents related to necessary for the development, management, and operation of the project sites;

4. Authorize the County Mayor or County Mayor's designee to submit a demolition and/or disposition application to HUD, if required, for the project for the purpose of demolishing and disposing of the existing building located on the project sites;

5. Authorize the County Mayor or County Mayor's designee to execute amendments to annual contributions contracts (ACC), if required; to execute an agreement, release from declarations

of trust, and any other documents on behalf of the County, subject HUD's approval; and to exercise amendments, modification, cancellations, and termination clauses; and

6. This Board waives the provisions of section 2-10.4.2 of the Code of Miami-Dade County, Florida requiring two MAI appraisals for County property if its estimated fair market value is over $5,000,000.00.

Scope

The scope of this item is countywide in nature; however, Gibson Plazza is in District 7, which is represented by Commissioner Raquel Regalado.

Fiscal Impact/Funding Source

There will be a positive fiscal impact to the County for approving and executing the lease and the MDA for Gibson Plaza which will result in revenue sharing and capital improvements to the project as further described below. For this project, it is estimated that through the leasing of the project site, the County will receive a total estimated amount of $572,678,839.00, inclusive of a capitalized lease payment of approximately $1,725,000.00; an annual share of 16 percent of all net distributable operating receipts characterized as net cash flow, until the end of the lease term estimated at $561,872,273.00. Further, as established under the MDA, it is estimated that the County will receive a consulting fee equal to 30 percent of any developer fee estimated at $6,598,566.00. There will also be an Asset Management Fee of $25,000.00 annually after the first full year of stabilization, estimated at $2,225,000.00; and a one-time stabilization fee of $150,000.00. The County will also receive a monthly Davis Bacon monitoring fee in the amount of $3,000.00 monthly during the construction period, estimated at $108,000.00, and equitable distribution of the net proceeds of the sale or refinance of the subject property, the positive fiscal impact will be proportionate to the unit mix, as specified in the MDA.

Track Record/Monitor

Alex R. Ballina, Director of Housing and Community Development ("Department"), is the project manager and Indira Rajkumar-Futch is the Procurement Contracting Manager.

Delegated Authority

Upon the approval of this item, the County Mayor or County Mayor's designee will be authorized to: (1) execute the lease, subject to HUD's approval, and (2) execute the MDA. The County Mayor or the County Mayor's designee will be further authorized to exercise all provisions contained in the lease, including, but not limited to, (a) termination and technical and non-substantive amendment provisions; (b) exercising right of first refusal option; (c) reviewing and approving documents, plans, any and all other requests required of, or allowed by, RUDG, its sublessees or assignees, to be submitted to County; (d) consenting to actions, events, and undertakings by RUDG or extensions of time periods for which consent is required by County, including, but not limited to, extensions of time for the performance of any obligation by County; (e) execute any and all documents on behalf of County necessary or convenient to the foregoing approvals, consents, and appointments; (f) assisting RUDG with and executing on behalf of the County any applications or other documents, needed to comply with applicable regulatory procedures and to secure financing, permits or other approvals to accomplish the construction of any and all improvements in and redevelopment of the project site; (g) executing joinders and consents to access agreements, for the purposes of granting any needed non-exclusive vehicular and/or pedestrian ingress and egress access routes and for any parking within and throughout the project; and (h) amending the lease to correct any

typographical or non-material errors, to address revisions or supplements hereto of a non-material nature or to carry out the purposes of the lease. Further, the County Mayor or County Mayor's designee will be authorized to exercise all provisions contained in the MDA, including, but not limited to: (a) termination of short term lease and technical and non-substantive amendment provisions; (b) reviewing and approving documents, plans, any and all other requests required of, or allowed by, RUDG, its sublessees or assignees to be submitted to County; (c) consenting to actions, events, and undertakings by RUDG or extensions of time periods for which consent is required by County, including, but not limited to, extensions of time for the performance of any obligation by County; (d) executing any and all documents on behalf of the County necessary or convenient to the foregoing approvals, consents, and appointments; (e) assisting RUDG with and executing on behalf of the County any applications or other documents, needed to comply with applicable regulatory procedures and to secure financing, permits or other approvals to accomplish the construction of any and all improvements in and refurbishments of the property; (f) executing joinders and consents to easement and access agreements, for the purposes of granting any needed non-exclusive vehicular and/or pedestrian ingress and egress access routes and for any parking within and throughout the project; and (g) amending the MDA to correct any typographical or non-material errors, to address revisions or supplements hereto of a non-material nature or to carry out the purposes of the MDA. Finally, the County Mayor or County Mayor's designee will be authorized to: (1) subject to HUD's approval, execute any and all necessary RAD and/or mixed-finance and related agreements and any and all other documents related to necessary for the development, management, and operation of the project sites; (2) submit a demolition and/or disposition application to HUD, if required, for the project sites for the purpose of demolishing and disposing of the existing building located on the project sites; and (3) execute amendments to annual contributions contracts, if required; to execute and agreement, release from declarations of trust, and any other documents on behalf of the County, subject HUD's approval, and to exercise amendments, modification, cancellations and termination clauses.

Background

On April 12, 2023, the County advertised Request for Proposal (RFP) – No. 2023-01-GPWG – Gibson Plaza/West Grove Redevelopment seeking proposals from perspective developers who have the capability, expertise, capacity, and resources to obtain financing to successfully redevelop Gibson Plaza and West Grove housing sites with affordable, workforce housing, and market rate units. The Competitive Selection Committee (Committee) recommended that the County negotiated with the two highest ranking proposers, i.e., RUDG, LLC (RUDG) for Group 1 (Gibson Plaza), and Integral Florida, LLC (Integral) for Group 2 (West Grove). On September 17, 2024, the Board of County Commissioners ("Board") adopted Resolution No. R-829-24, authorizing the County Mayor or the County Mayor's designee to initiate negotiations for RFP – No. 2023-01-GPWG – Gibson Plaza/West Grove Redevelopment with the highest ranked proposers, i.e., RUDG (Group 1), and Integral (Group 2) for the redevelopment of the Gibson Plaza and West Grove housing developments, respectively. Pursuant to that resolution, the County administration disclosed to the Board that it would return for further approvals of the permanent ground lease and master development agreement.

This item seeks authorization to execute the MDA and lease. Pursuant to the MDA, RUDG has agreed to construct a development that will consist of a total of 345 mixed-income units, which will replace the existing 65 units which are currently subject to a Section 8 HAP contract by transferring the HAP contract to the new development. The new development will also incorporate 46 additional new deeply affordable units subsidized by the HUD Faircloth-to-RAD program. RUDG has further agreed to provide certain community benefits which include a commitment by RUDG to provide a minimum of 20 percent of new hires from Section 3 eligible residents as local construction and permanent hiring. In addition, the

developer has committed to award a minimum of 25 percent of the construction subcontracts to certified Section 3, CBE, DBE, S/M/WBE, and Labor Surplus Area firms in the event RUDG fails to comply with the community benefits requirements, then RUDG will be required to pay liquidated damages to the County.

In order to increase the number of affordable housing units on-site, the development will include 46 Faircloth-to-RAD units. Faircloth-to-RAD (now known as Restore-Rebuild) brings together two HUD processes in one integrated system, allowing public housing authorities to submit a public housing proposal to create new units and simultaneously submit documents to allow the conversion of the units to RAD upon construction completion. This process brings new subsidy to the project that does not currently exist.

In accordance with the Board's Rules of Procedure, notice was provided to the district commissioner of a community meeting held on September 30, 2024, to discuss the project.

Finally, it is recommended that the Board waive the provisions of (a) section 2-10.4.2 of the Code of Miami-Dade County, Florida requiring two MAI appraisals for County property if its estimated fair market value is over $5,000,000.00. As negotiated, the County will be receiving the financial benefits described above and commensurate public benefits, including a Miami-Dade Public Library branch, a community room, affordable housing, and the benefits listed on the Community Benefits Statement, below. None of these financial and commensurate public benefits would be considered by an appraiser or included in an appraisal. Pursuant to Resolution No. R-333-15, the Property Appraiser's 2024 market value for the entire folio, comprised of approximately 1.19 - acres is $6,760,813.00.

Community Benefits Statement

The following are the benefits being provided by this project. In accordance with Ordinance No. 24-30, the following are the community benefits related to the development of the property:

(1) **Binding obligations and non-binding commitments to provide amenities, benefits, urban revitalization, cash incentives, or improvements to the community where the development is located, and benefits to adjacent or other communities affected by the development**.

The development is incorporating both affordable and market rate housing, a clubhouse, a public library with 7,800 square foot space on the first floor to be administered and operated by the Miami-Dade County Public Library system, subject to approval by the Miami-Dade County Public Library Department, free Wi-Fi enabled resident lounge, community art programs, health and wellness programs, and financial literacy classes amongst other amenities/benefits, all within the community.

Moreover, the project will create 345 total apartments, including 65 replacement units,46 Faircloth-to-RAD subsidized units, 62 workforce housing units, and 172 unrestricted housing units. The County will derive a substantial income stream from the project.

(2) **Funds that are contractually required to be invested into the Development and the community.**

RUDG is required to obtain the funding to finance the project development and construction, which is expected to cost approximately $147,998,620.00 (which is calculating an approximate total development cost of $428,982.00 per the total 345 units).

(3) **Number and type of direct and indirect jobs, both temporary and permanent, anticipated to be created by the development, the wage benefit levels of each, and any apprentice or job training programs.**

The number and type of direct and indirect jobs is estimated to be a 468 new construction and 6 new permanent jobs. RUDG is also required to comply with the federal Section 3 program, which requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide training, employment, contracting and other economic opportunities to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low- and very low-income persons. Additionally, the Davis-Bacon wage schedule in effect for Miami-Dade County. The project is expected to provide temporary constructions jobs, including electricians, plumbers, general contractors, and permanent positions including property managers, security jobs, janitorial services, landscaping, and other maintenance personnel.

(4) **Neighborhood amenities and infrastructure that will be created by the development, including streetscape improvements, green space, and park.**

In addition, to the affordable and market rate housing, the project will provide the following neighborhood amenities and infrastructure: Enhanced sidewalk improvements with new landscape, public library, community art programs, and a health and wellness program. They will also offer financial literacy classes. RUDG has agreed to complete the project, including the building and apartments, with all of the following development amenities:

a. Community Room Space
b. Coworking space
c. Fitness Center
d. Amenity deck with pool
e. Wi-fi enabled resident lounge
f. Professionally curated art throughout common areas and public spaces
g. Gated entry with controlled access
h. CPTED/Security cameras
i. Dog washing station and dog walking areas
j. Reserved parking for residents
k. Private enclosed bike storage
l. Open green spaces
m. On-site property management
n. Generators for community space

Apartment Amenities for each apartment will include the following:

a. Washer/Dryers
b. Granite or comparable material for counter tops
c. Dishwashers
d. Refrigerators with ice makers
e. HVAC/Smart Fans Systems
f. Tile Flooring
g. Electric Water Heaters

(5) **Compliance, reporting, and monitoring of contractual requirements.**

RUDG will provide all the reports necessary to monitor the development progress, construction, operations, and all proof of revenue generated by the project that supports the revenues belonging to the County.

(6) **Consequences for failure to meet any contractual requirements and the County's remedies.**

Failure of RUDG to develop the project as required by the MDA, and/or any default activity, the County will have the right to terminate the lease and the MDA for default or request liquidated damages to the County.

Cathy Burgos, LCSW
Chief Community Services Officer

Memorandum

MIAMI-DADE COUNTY

Date: Jan 9, 2025

To: Honorable Chairman Anthony Rodriguez
Board of County Commissioners

From: Alex R. Ballina, Director Nathan Kogan for Alex R. Ballina
Housing and Community Development Department

Subject: Request to Place a Master Development Agreement and Ground Lease for the Gibson Plaza/West Grove housing development on the January 14, 2025, Housing Committee Agenda

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It is respectfully requested that the following item be placed on the January 14, 2025, Housing Committee Agenda. Placement on this Committee meeting agenda is necessary for the developer to apply for affordable housing funding sources for the development. The project will consist of 345 units and a library. For this project, it is estimated that the County will receive a total estimated amount of $572,678,839.00 for the length of the 75-year lease with the County.

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO: (1) EXECUTE, IN ACCORDANCE WITH SECTION 125.35, FLORIDA STATUTES, AND SUBJECT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S (HUD) APPROVAL, A 99-YEAR GROUND LEASE (LEASE), WHICH SUCH LEASE INCLUDES A LUMP SUM CAPITALIZED GROUND LEASE PAYMENT OF $1,725,000.00, WITH RUDG, LLC (RUDG) RELATED TO THE DEVELOPMENT OF GIBSON PLAZA DEVELOPMENT (DEVELOPMENT), (2) EXECUTE A MASTER DEVELOPMENT AGREEMENT (MDA) WITH RUDG IN THE TOTAL ESTIMATED AMOUNT OF $572,678,839.00, A PAYMENT OF 30 PERCENT OF THE DEVELOPER FEES ESTIMATED AT $6,598,566.00, AN ASSET MANAGEMENT FEE OF $25,000.00 ANNUALLY AFTER THE FIRST FULL YEAR OF STABILIZATION, ESTIMATED AT $2,225,000.00, A ONE-TIME STABILIZATION FEE OF $150,000.00, MONTHLY DAVIS BACON MONITORING FEES IN THE AMOUNT OF $3,000.00, ESTIMATED AT $108,000.00, AND 16 PERCENT OF THE NET PROCEEDS OF THE SALE OR REFINANCE OF THE SUBJECT PROPERTY, (3) EXERCISE ALL PROVISIONS CONTAINED IN THE LEASE AND MDA (4) SUBJECT TO HUD'S APPROVAL, EXECUTE ALL NECESSARY RENTAL ASSISTANCE DEMONSTRATION AND/OR MIXED-FINANCE AGREEMENTS AND ALL OTHER DOCUMENTS RELATED TO THE DEVELOPMENT; (5) SUBMIT A DEMOLITION AND/OR DISPOSITION APPLICATION TO HUD, IF REQUIRED; AND (6) EXECUTE AMENDMENTS TO ANNUAL CONTRIBUTIONS CONTRACTS, IF REQUIRED

Approved:

Approved by Mayor or Mayor's Designee Signature	Cathy Burgos Print Name
Approved by Legislative Director Signature	Demetria Henderson Print Name

c: Geri Bonzon-Keenan, County Attorney
Gerald K. Sanchez, First Assistant County Attorney
Jess M. McCarty, Executive Assistant County Attorney
Carladenise Edwards, Chief Administrative Officer
Cathy Burgos, Chief Community Services Officer
Basia Pruna, Director, Clerk of the Board
Eugene Love, Agenda Coordinator

MEMORANDUM

(Revised)

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

DATE: February 19, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(K)(2)

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 ____, majority plus one ____, 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) ____, 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. 8(K)(2)
2-19-25

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO: (1) EXECUTE, IN ACCORDANCE WITH SECTION 125.35, FLORIDA STATUTES, AND SUBJECT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S (HUD) APPROVAL, A 99-YEAR GROUND LEASE (LEASE), WHICH SUCH LEASE INCLUDES A LUMP SUM CAPITALIZED GROUND LEASE PAYMENT OF $1,725,000.00, WITH RUDG, LLC (RUDG) RELATED TO THE DEVELOPMENT OF GIBSON PLAZA DEVELOPMENT (DEVELOPMENT), (2) EXECUTE A MASTER DEVELOPMENT AGREEMENT (MDA) WITH RUDG IN THE TOTAL ESTIMATED AMOUNT OF $572,678,839.00, A PAYMENT OF 30 PERCENT OF THE DEVELOPER FEES ESTIMATED AT $6,598,566.00, AN ASSET MANAGEMENT FEE OF $25,000.00 ANNUALLY AFTER THE FIRST FULL YEAR OF STABILIZATION, ESTIMATED AT $2,225,000.00, A ONE-TIME STABILIZATION FEE OF $150,000.00, MONTHLY DAVIS BACON MONITORING FEES IN THE AMOUNT OF $3,000.00, ESTIMATED AT $108,000.00, AND 16 PERCENT OF THE NET PROCEEDS OF THE SALE OR REFINANCE OF THE SUBJECT PROPERTY, (3) EXERCISE ALL PROVISIONS CONTAINED IN THE LEASE AND MDA (4) SUBJECT TO HUD'S APPROVAL, EXECUTE ALL NECESSARY RENTAL ASSISTANCE DEMONSTRATION AND/OR MIXED-FINANCE AGREEMENTS AND ALL OTHER DOCUMENTS RELATED TO THE DEVELOPMENT; (5) SUBMIT A DEMOLITION AND/OR DISPOSITION APPLICATION TO HUD, IF REQUIRED; AND (6) EXECUTE AMENDMENTS TO ANNUAL CONTRIBUTIONS CONTRACTS, IF REQUIRED; AND WAIVING SECTION 2-10.4.2 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA

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

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

Section 1. The foregoing recital and accompanying County Mayor's memorandum are incorporated herein by reference.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the Master Development Agreement (MDA) between the County and RUDG, LLC (RUDG), in substantially the form attached hereto as Attachment "A" and incorporated herein by reference, which such MDA includes the financial participation of the County in the redevelopment of the Development with a total estimated amount of $572,678,839.00, inclusive of an annual share of 16 percent of all net distributable operating receipts characterized as annual net cash flow, until the end of the lease term, estimated at $561,872,273.00; and as established under the MDA, a payment of 30 percent of the developer fees estimated at $6,598,566.00, monthly Davis Bacon monitoring fees estimated at $108,000.00 ($3,000.00 per month during construction period), 16 percent of the net proceeds of the sale or refinance of the subject property; an asset management fee of $25,000.00 annually after the first full year of stabilization, estimated at $2,225,000.00; and a one-time stabilization fee of $150,000.00 . This Board further authorizes the County Mayor or County Mayor's designee to exercise all provisions contained in the MDA, including, but not limited to: (a) termination of short term lease and technical and non-substantive amendment provisions; (b) reviewing and approving documents, plans, any and all other requests required of, or allowed by, RUDG, its sublessees or assignees to be submitted to County; (c) consenting to actions, events, and undertakings by RUDG or extensions of time periods for which consent is required by County, including, but not limited to, extensions of time for the performance of any obligation by County; (d) executing any and all documents on behalf of the County

necessary or convenient to the foregoing approvals, consents, and appointments; (e) assisting RUDG with and executing on behalf of the County any applications or other documents, needed to comply with applicable regulatory procedures and to secure financing, permits or other approvals to accomplish the construction of any and all improvements in and refurbishments of the property; (f) executing joinders and consents to easement and access agreements, for the purposes of granting any needed non-exclusive vehicular and/or pedestrian ingress and egress access routes and for any parking within and throughout the project; and (g) amending the MDA to correct any typographical or non-material errors, to address revisions or supplements hereto of a non-material nature or to carry out the purposes of the MDA.

Section 3. In accordance with section 125.35, Florida Statutes, and subject to the United State Department of Housing and Urban Development's (HUD) approval, this Board approves and authorizes the County Mayor or County Mayor's designee to execute the 99-year ground lease ("lease") with RUDG, LLC (RUDG), which such lease includes a lump sum capitalized ground lease payment of $1,725,000.00, an annual share of 16 percent of all net distributable operating receipts characterized as net cash flow, until the end of the lease term estimated at $561,872,273.00; an asset management fee of $25,000.00 annually after the first full year of stabilization, estimated at $2,225,000.00; and a one-time stabilization fee of $150,000.00; in substantially the form attached hereto as Attachment "B" and incorporated herein by reference, for the redevelopment of Gibson Plaza development. This Board further authorizes the County Mayor or County Mayor's designee to exercise all provisions contained in the lease, including, but not limited to, (a) termination and technical and non-substantive amendment provisions; (b) exercising right of first refusal option; (c) reviewing and approving documents, plans, any and all other requests required of, or allowed by, RUDG, its sublessees or assignees, to be submitted to

County; (d) consenting to actions, events, and undertakings by RUDG or extensions of time periods for which consent is required by County, including, but not limited to, extensions of time for the performance of any obligation by County; (e) executing any and all documents on behalf of County necessary or convenient to the foregoing approvals, consents, and appointments; (f) assisting RUDG with and executing on behalf of the County any applications or other documents, needed to comply with applicable regulatory procedures and to secure financing, permits or other approvals to accomplish the construction of any and all improvements in and redevelopment of the project site; (g) executing joinders and consents to access agreements, for the purposes of granting any needed non-exclusive vehicular and/or pedestrian ingress and egress access routes and for any parking within and throughout the project; and (h) amending the lease to correct any typographical or non-material errors, to address revisions or supplements hereto of a non-material nature or to carry out the purposes of the lease.

Section 4. Subject to HUD's approval, this Board authorizes the County Mayor or County Mayor's designee to execute any and all necessary Rental Assistance Demonstration and/or mixed-finance and related agreements and any and all other documents related to necessary for the development, management, and operation of the project sites.

Section 5. This Board authorizes the County Mayor or County Mayor's designee to submit a demolition and/or disposition application to HUD, if required, for the project sites for the purpose of demolishing and disposing of the existing building located on the project sites.

Section 6. This Board authorizes the County Mayor or County Mayor's designee to execute amendments to annual contributions contracts, if required; to execute and agreement, release from declarations of trust, and any other documents on behalf of the County, subject HUD's approval, and to exercise amendments, modification, cancellation, and termination clauses.

Section 7. As set forth in the accompanying County Mayor's memorandum, this Board waives the provisions of section 2-10.4.2 of the Code of Miami-Dade County, Florida requiring two MAI appraisals for County property if its estimated fair market value is over $5,000,000.00.

Section 8. This Board directs the County Mayor or County Mayor's designee to provide a copy of the lease or similar instrument to the Property Appraiser's Office.

Section 9. This Board directs the County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record the lease or similar instrument, if required, covenants, reverters and mortgages creating or reserving a real property interest in favor of the County, and to provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. This Board further directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

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

Anthony Rodriguez, Chairman
Kionne L. McGhee, Vice Chairman

Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Oliver G. Gilbert, III	Roberto J. Gonzalez
Keon Hardemon	Danielle Cohen Higgins
Eileen Higgins	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of February, 2025. 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.

Terrence A. Smith

ATTACHMENT A

MASTER DEVELOPMENT AGREEMENT

BETWEEN

MIAMI-DADE COUNTY

AND

RUDG, LLC

(FOR DEVELOPMENT OF GIBSON PLAZA TO BE KNOWN AS GALLERY IN THE GROVE)

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MASTER DEVELOPMENT AGREEMENT

RUDG, LLC, a Florida limited liability company, (the "Developer"), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida and a "public housing agency" as defined in the United States Housing Act of 1937, as amended (the "**County**"), hereby enter into this Master Development Agreement (this "**Agreement**"), effective as of _____, _____ (the "**Effective Date**"), to memorialize certain business terms, conditions and agreements regarding future redevelopment of Gibson Plaza and West Grove in Miami-Dade County, Florida (the "**Development**").

1. Definitions.

(a) "**A/E**" shall have the meaning set forth in Section 4(b).

(b) "**Affordable Housing**" shall mean housing units that do not exceed the maximum monthly rent limits (as determined by the Florida Housing Finance Corporation for its multifamily rental programs) for households at or below eighty (80) percent of the medium income level for the Miami-Dade County Metropolitan Statistical Area.

(c) "**Agreement**" shall have the meaning set forth in the introductory paragraph of this Agreement.

(d) "**Annual Rent**" shall have the meaning set forth in Section 5(c).

(e) "**Applicable Transfer**" shall have the meaning set forth in Section 28.

(f) "**APP**" shall have the meaning set forth in Section 27.

(g) "**Board**" shall have the meaning set forth in Section 3(a).

(h) "**Capitalized Payment**" shall have the meaning set forth in Section 5(b).

(i) "**Community Benefits Program**" shall mean those programs set forth in Exhibit A-2 of this Agreement, which the Developer agrees to provide in connection with the Development, all subject to the terms and conditions of this Agreement.

(j) "**Construction Completion**" shall mean, the earlier of the receipt of a temporary certificate of occupancy or the receipt of a permanent certificate of occupancy.

(k) "**County**" shall have the meaning set forth in the introductory paragraph of this Agreement and shall also include its housing department, Miami-Dade Housing and Community Development.

(l) **Reserved**.

(m) "**Cure Period**" shall have the meaning set forth in Section 10.

(n) "**Default Notice**" shall have the meaning set forth in Section 10.

(o) "**Department of Cultural Affairs**" shall have the meaning set forth in Section 27.

(p) "**Developer**" shall have the meaning set forth in the introductory paragraph of this Agreement.

(q) "**Developer Fee**" shall have the meaning set forth in Section 5(a).

(r) "**Development**" shall have the meaning set forth in the introductory paragraph of this Agreement.

(s) "**Development Budget**" shall have the meaning set forth in Section 3(b).

(t) "**Development Plan**" shall have the meaning set forth in Section 4(a)(1).

(u) "**Development Schedule**" shall have the meaning set forth in Section 3(b).

(v) "**Economic Unavoidable Delay**" shall mean (i) delays due to strikes; acts of God; pandemics or other public health crises (including the economic consequences of same) that impact the Development; (ii) floods; fires; any act, neglect or failure to perform of or by the County (to the extent that it affects performance by Developer); (iii) enemy action; civil disturbance; sabotage; restraint by court or public authority; (iv) extraordinary economic or political conditions or events that result in a significant decline in economic activity that impairs access to debt or equity markets by developers of development projects in the United States or South Florida similar to the portion of the Development being developed or that allows committed debt or equity participants to terminate their debt or equity commitment, such as a temporary or long term liquidity crisis or recession, or (v) new duties, taxes, or other charges imposed as a result of geopolitical actions that result in a material increase in the construction costs for the Development.

(w) "**Effective Date**" shall have the meaning set forth in the introductory paragraph of this Agreement.

(x) "**Effective Termination Date**" shall have the meaning set forth in Section 8(f)(i).

(y) "**Existing Residents**" shall mean those residents currently residing at Gibson Plaza and West Grove multifamily developments who will have all the resident rights that HUD's RAD program requires, as outlined in the RAD Notices.

(z) "**Event of Infeasibility**" shall have the meaning set forth in Section 8(b).

(aa) "**FGBC**" shall have the meaning set forth in Section 4(b)(25).

(bb) "**FHFC**" shall mean the Florida Housing Finance Corporation.

(cc) "**Financial Benefits**" shall have the meaning set forth in Section 4(b)(25).

(dd) "**Financial Closing**" shall mean closing on construction financing of the Development.

(ee) "**Force Majeure Event**" shall have the meaning set forth in Section 9(c).

(ff) **"Foreign Country of Concern**" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

(gg) "**Ground Lease**" shall have the meaning set forth in Section 3(b).

(hh) "**HUD**" shall mean United States Department of Housing and Urban Development.

(ii) "**HUD PIC**" shall have the meaning set forth in Section 3(c).

(jj) "**IPSIG**" shall have the meaning set forth in Section 25.

(kk) "**LEED**" shall have the meaning set forth in Section 4(b)(26).

(ll) "**LIHTC**" shall mean Federal Low-Income Housing Tax Credit under Section 42 of the Internal Revenue Code.

(mm) "**Liquidated Damages**" shall mean those damages to be paid by the Developer to the County for failure to provide any material portion of any item of the Community Benefits Programs, which shall be calculated and assessed in the manner set forth in Section 9(e) for Community Benefits Programs.

(nn) "**Management Agent**" shall have the meaning set forth in Section 7(a).

(oo) "**Management Agreement**" shall have the meaning set forth in Section 7(a).

(pp) "**Material Changes**" shall have the meaning set forth in Section 3(b).

(qq) "**Net Cash Flow Participation**" shall have the meaning set forth in Section 5(c).

(rr) "**NGBS**" shall have the meaning set forth in Section 4(b)(26).

(ss) "**Owner Affiliated Entity**" shall have the meaning set forth in Section 3(c).

(tt) "**PBRA**" shall have the meaning set forth in Section 16(a)(i.).

(uu) "**PBVs**" shall have the meaning set forth in Section 16(a)(i.).

(vv) "**Phase**" shall have the meaning set forth in Section 3(b).

(ww) "**Phase Development Plan**" shall have the meaning set forth in Section 4(a)(1).

(xx) "**Procedures Manual**" shall have the meaning set forth in Section 27.

(yy) "**Proper Invoice**" shall have the meaning set forth in Section 6(c).

(zz) "**Property**" shall mean Gibson Plaza and West Grove multifamily developments, as legally described in Exhibit L attached hereto.

(aaa) "**RAD**" shall mean HUD's Rental Assistance Demonstration program originally authorized by the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55), as it may be re-authorized or amended.

(bbb) "**RAD Conversion Commitment**" shall mean a commitment from HUD to the County and an Owner Affiliated Entity to provide a RAD HAP Contract in accordance with the conditions stated in such commitment.

(ccc) "**RAD Financing Plan**" shall mean as such term is defined in the RAD Implementation Notice.

(ddd) "**RAD HAP Contract**" shall mean a Housing Assistance Payments Contract in the form required by RAD Requirements.

(eee) "**RAD Requirements**" shall mean all requirements of RAD, including, without limitation, those set forth in HUD Notice H-2019-09/ PIH-2019-23 (the "**RAD Implementation Notice**") and HUD Notice PIH-2016-17 (HA)/ H-2016-17 (the "**RAD Fair Housing Notice**"), each as they may be amended.

(fff) "**RAD Unit(s)**" shall mean any unit assisted by a RAD HAP Contract.

(ggg) "**Redevelopment Plan**" shall have the meaning set forth in Section 3(b).

(hhh) "**RUDG**" shall mean RUDG, LLC, a Florida limited liability company.

(iii) " " shall have the meaning set forth in Section 3(a).

(jjj) "**Scope of Work**" shall have the meaning set forth in Section 3(b).

(kkk) "**Section 42**" shall have the meaning set forth in Section 3(b).

(lll) "**SEOPW CRA Funds**" shall mean the Southeast Overtown/Park West

Community Redevelopment Agency funds in an amount to be determined, and may be made available to County pursuant to that certain amendment to the Interlocal Cooperation Agreement between the County, the City of Miami and the Southeast Overtown/Park West Community Redevelopment Agency.

(mmm) "**Sublease**" shall have the meaning set forth in Section 5.7 of the Ground Lease.

(nnn) "**Termination for Cause**" shall have the meaning set forth in Section 8(c).

(ooo) "**Relocation Plan**" shall have the meaning set forth in Section 4(b)(16).

(ppp) "**UFAS**" shall mean Uniform Federal Accessibility Standards, in accordance with the accessibility requirements of HUD's Section 504 (24 CFR 8.32).

(qqq) "**Unit Mix**" shall have the meaning set forth in Section 3(b).

(rrr) "**Use Period**" shall have the meaning set forth in Section 4(b)(22).

(sss) "**Use Restrictions**" shall have the meaning set forth in Section 4(b)(22).

2. Nature of Agreement.

This Agreement sets forth the principal terms that have been agreed to by the parties concerning the Development. It is anticipated that this Agreement will constitute the "Master Development Agreement" for the development and construction of the Development. The parties are executing this Agreement to establish the principal terms of the transaction in order to enable both parties to proceed with an understanding of their obligations and agreements with regard to the Development.

This Agreement is intended to provide an overall framework for a cooperative, public-private, highly coordinated approach to the implementation of the redevelopment plan of the Development. The County and the Developer agree to work with each other in good faith to execute any subsequent agreements that may be needed to complete the Development.

3. Development Feasibility and Structure.

(a) Request for Proposals and Developer's Response. On April 12, 2023, the County issued Request for Proposal No. 2023-01-GPWG (the "**RFP**") for the Development from qualified housing developers. RUDG submitted a response to the RFP on July 13th, 2023. On September 17, 2024, the Miami-Dade Board of County Commissioners (the "**Board**") adopted Resolution No. R-829-24, directing the County Mayor to initiate negotiations for Proposal – No. 2023-01-GWPG-Gibson Plaza/West Grove Redevelopment with the highest rank proposers, RUDG, LLC for Group 1 (Gibson Plaza), and Integral Florida LLC for Group 2 (West Grove) for the redevelopment of Gibson Plaza and West

Grove housing developments. This Master Development Agreement will be presented to the Miami-Dade Board of County Commissioners (the "Board") for approval and to adopt a resolution, awarding the developer rights, and executing the Master Development Agreement and the Ground Lease to the Developer, and authorizing further negotiations with the Developer with respect to this Agreement The County hereby approves the designation of RUDG as the developer for the Development of Group 1, subject to and in accordance with the terms and conditions provided herein. Upon entering into a Sublease with an Owner Entity, such Owner Entity shall receive an assignment of the development rights with respect to such portion of the Property. For avoidance of doubt, any Sublease with an Owner Entity shall be permitted only pursuant to the approval process set forth in the Ground Lease. Upon the Developer's assignment of its development rights to Owner Entities, the Developer's responsibilities hereunder with respect to such portion of the Property will cease and be of no further effect, and such responsibilities will transfer to such other Owner Entities, as applicable.

(b) Development Overview. The parties acknowledge and agree to comply with all RAD Requirements in existence at the time of execution of this Agreement, and as may be amended from time to time. The Development shall be a mixed-income development, consisting of approximately 345 mixed-income units (or the maximum permitted by applicable zoning requirements), including approximately 65 replacement units for the existing Project-Based Rental Assistance units, and 46 Faircloth to RAD subsidized units receiving project-based voucher assistance under the RAD program, 62 workforce housing units as defined by Section 33.193.6 of the Code of Miami-Dade County, as may be amended from time to time, and 172 unrestricted market rate housing (as applicable). The Development will be completed in one phase (referred to as a "**Phase**"). All RAD Units and affordable housing units will be operated and maintained as qualified Low Income Housing Tax Credit ("**LIHTC**") units under Section 42 of the Internal Revenue Code of 1986 ("**Section 42**"), as amended, for a period of not less than the Tax Credit Compliance Period (as such term is defined in Section 42 and required by the Florida Housing Finance Corporation ("FHFC") and any applicable extended use period.

The preliminary schematic plans for Gallery in the Grove are attached hereto at Exhibit C (hereinafter referred to as the "**Scope of Work**"). These preliminary Schematic Plans are subject to change as set forth in this Section 3(b). An initial development budget for the Development will be attached (as set forth below) hereto as Exhibit D (hereinafter referred to as the "**Development Budget**") and will include a pre-development budget for the development. An initial development schedule will be attached (as set forth below) hereto as Exhibit E (hereinafter referred to as the **"Development Schedule**"). A list of key metrics, which include critical dates and minimum program requirements ("the "**Key Metrics**") is attached as Exhibit F. A description of the unit types, sizes and targeted income levels (the "**Unit Mix**") for the Development is attached as Exhibit G. A list of key Development team

members is attached as Exhibit H. The Scope of Work, Development Budget, Development Schedule, and the Unit Mix shall be referred to as the "**Redevelopment Plan**."

The Developer will submit the Development Budget and Development Schedule, and if applicable, any proposed revisions to the Scope of Work to the County within sixty (60) days after the Effective Date for the County's review, comment and approval. Upon approval of the Development Budget and Development Schedule by the County, each will be incorporated hereto, respectively, as Exhibit D and Exhibit E. If the County has not provided the Developer with written notice of its approval of the Development Budget and Development Schedule or with any written comments with respect thereto within the later of (i) thirty (30) days of submission, or (ii) ninety (90) days following the execution of this Agreement, the County shall be deemed to have consented to the Development Budget and Development Schedule.

Following the County's approval (or deemed approval) of the Development Budget and Development Schedule, Developer shall be required to obtain the County's approval, such approval not to be unreasonably withheld, only with respect to Material Changes to the Redevelopment Plan and as Material Changes become necessary. At a minimum, notice of any Development updates shall be provided in monthly intervals. After the County provides County's approval (or deemed approval) of the Redevelopment Plan, any other changes, other than Material Changes, shall be deemed effective upon the Developer providing to the County notice of said change(s). Subject to the preceding sentence, the following shall be considered "**Material Changes**":

i. Changes to the Unit Mix that currently include 65 replacement units, 46 Faircloth to RAD subsidized units, 62 workforce housing units, and 172 market rate units.

ii. Prior to Financial Closing, an increase in the Development Budget by more than 10%, net of inflation as determined by the R. S. Means City Cost Index for Miami; or

iii. Prior to Financial Closing, changes to the Development Schedule that delay Construction Completion or lease-up by more than one hundred twenty (120) calendar days.

If the County has not provided the Developer with written notice of its approval of any submitted Material Change(s) to the Redevelopment Plan or with any written comments to any such submitted Material Change(s) within thirty (30) days of submission, the County shall be deemed to have consented to any such Material Change(s) to the Redevelopment Plan.

Furthermore, a 99-Year Ground Lease for the Development, subject to HUD's approval, or Option to Enter Into a Ground Lease will be executed by and

between the County and the Developer to reflect the site control granted to the Developer or its affiliates with respect to the Development (the "**Ground Lease,**" as such may be amended and/or restated from time-to-time). As provided above, the comprehensive Development contemplated herein will occur in one Phase and the County will permit a sub-ground lease under the Ground Lease with Owner Entities with respect to this Phase that comprise the Development. All proposed sub-ground leases will be first submitted to the County for review and approval prior to execution of said sub-ground leases. The County will provide approval, which will not be unreasonably withheld, within thirty (30) calendar days. If the County does not respond to the Developer's submission of a proposed sub-ground lease, then said sub-ground lease will be deemed as approved by the County.

The parties understand that the RAD Requirements require that any Existing Resident who is on a public housing lease, has submitted an application to be added to an existing lease, or is otherwise in lawful occupancy at the time of issuance of a RAD CHAP (i.e., Commitment to Enter into a Housing Assistance Payments Contract) has a right to return to the Development, but actual RAD Requirements will govern. The parties further acknowledge and agree that the number of RAD Units contemplated as part of the Development is intended to provide each Existing Resident a right to return to the Development upon Construction Completion, through a one-for-one replacement of all existing public housing units and by ensuring that each Existing Resident household has access to a right-sized unit for its household size. To assure the Existing Residents of options and choices in the development process, if an Existing Resident desires to move from the Development (instead of remaining in the Development and becoming a resident in a new RAD unit upon Construction Completion), the County will seek to provide the resident with alternative relocation resources, following the guidelines set forth in Miami-Dade Housing and Community Development's Admissions and Continued Occupancy Policy (ACOP) and any related County Resolutions.

(c) Ownership Entities for Rental Phase and Selection of Investor. The Developer shall form different owners to own each Phase, if applicable, of the Development (each, an "**Owner Affiliated Entity**"), as further evidenced by each Sublease. Each Owner Affiliated Entity will have a managing member that will be a limited liability company controlled by the Developer. The principal equity interest in the Owner Affiliated Entity with respect to any Phase containing LIHTC Units will be owned by a LIHTC investor that is selected by the Developer and subject to approval by the County, not to be unreasonably withheld.

In cases where the Unit Mix includes RAD Units, as well as affordable and/or market rate units, the RAD Units shall be considered "fixed" or "floating," and identified as such in the HUD PIH Information Center ("**HUD PIC**") website,

or any successor information system.

Notwithstanding the foregoing set forth in Sections 3(a) through 3(c), this Agreement and the parties' obligations hereunder are contingent upon the final approval of this Agreement by the Board, which shall be within the Board's sole discretion. If the Board, in its sole discretion, does not approve this Agreement, this Agreement shall be null and void.

4. Development Responsibilities.

(a) Developer Responsibilities. As more specifically set forth herein, the Developer (which, for purposes of this Section 4, will be deemed, if applicable, to be the Owner Affiliated Entity to which Developer has entered into a Sublease with the intent for such entity to develop all or a portion of the Property) shall be responsible for development services in connection with the new construction work of the Development. The Developer shall be responsible to manage and maintain the continued occupancy of the Development upon Construction Completion of the Development, as well as carrying out all other work for which Developer is responsible, as such responsibilities are detailed in this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that the Developer shall have no responsibility, liability, or obligation (other than those obligations set forth in this Agreement) with respect to the existing units or the Existing Residents until they have been moved into the Development. The actual services to be delivered by the Developer shall include all development services reasonably required to complete the construction of the Development and, except as otherwise provided herein and to the extent applicable, to cause each Owner Affiliated Entity to facilitate the construction of the Development, including, but not limited to:

i. establishing phasing and timetables, structuring and securing financing and obtaining necessary City and County approvals and hiring a general contractor or construction manager. Not less than thirty (30) calendar days prior to submission of any funding applications, the Developer shall submit to the County a complete draft development plan (each, a "**Phase Development Plan**"), including Scope of Work, Development Budget in Excel (in a format that includes formulas and cell inputs that the County can review and work with), Development Schedule and Unit Mix. If the Phase Development Plan incorporates Material Changes to the Redevelopment Plan, then the County shall approve any modifications to a Phase Development Plan within ten (10) calendar days after the County receives the Phase Development Plan.

ii. providing financing to the project (other than financing which is the responsibility of the County, as such financing is identified in this Agreement) and identifying and securing additional financing,

including completing funding applications for available local, state, and federal funding, as mutually agreed upon by the County and the Developer;

iii. providing all required third-party guarantees, including investor and completion guarantees;

iv. preparing the RAD Financing Plan; providing identification of all sources and uses of funding, cost estimates, and confirming the appropriateness of all budget line items, assisting in preparing or coordinating all documents necessary for closing of the financing in accordance with, as applicable, RAD Requirements; collaborating with the County to finalize documents and assist in the preparation of the evidentiary submission to HUD; and scheduling the Financial Closing; providing a copy of all Financial Closing documents to the County in searchable PDF and Excel format;

v. entering into contracts or agreements, consistent with the terms of this Agreement, necessary or convenient for Construction Completion of the Development, which contracts or agreements may be assigned, as appropriate, by the Developer to the related Owner Affiliated Entity at or prior to the financial closings. Awards shall be made to the bidder or offeror whose bid or offer is most advantageous to the Development, taking into consideration price, quality and other factors deemed by the Developer to be relevant; the Developer shall make good faith efforts to contract with qualified bidders and offerors that are HUD Section 3 businesses, Small and Minority firms, Women's Business Enterprise, and Labor Surplus Area firms. The Developer is committed to have a minimum of 10% of new hires from Section 3 eligible residents as local construction and permanent hiring. In addition, the developer has committed to award a minimum of 30%of the construction subcontracts to certified Section 3, CBE, DBE, S/M/WBE, and Labor Surplus Area firms; the Developer shall not employ or contract with any third-party contractor which has been debarred by HUD or the County and shall promptly terminate any contracts with any third-party contractor that is subsequently debarred;

vi. determining all necessary governmental approvals for such plans;

vii. carrying out pre-construction and construction activities, including demolition (as applicable), geotechnical testing, environmental testing and remediation (as applicable), design and engineering of the Development, guaranteeing Construction Completion of same without Material Changes to the Development Budget or Development Schedule, and ensuring compliance with all applicable laws, rules and regulations;

viii. carrying out property management of the Development pursuant to a Management Agreement, which the Developer will create, and Developer and County will mutually agree on within one hundred eighty (180) days after the Effective Date, and will then be incorporated hereto as Exhibit I. If the County has not provided the Developer with written notice of its approval of the Management Agreement or with any written comments with respect thereto within the later of (i) thirty (30) days of submission, or (ii) ninety (90) days following the execution of this Agreement, the County shall be deemed to have consented to the Management Agreement attached hereto and made a part hereof as Exhibit I to this Agreement, following the Construction Completion of the Development, including maintaining all applicable occupancy standards and maintaining all requisite reports, certifications and data in accordance with applicable UFAS unit reporting requirements; Developer shall assist the County with all reporting and coordination requirements, including, but not limited to, HUD-PIC coordination and submissions required for the project; the property management agreement shall include provisions for Resident Grievance procedure, and additionally stipulate at least one member of the Full-Time property management site employees is from the community.

ix. maintaining regular communication and attending monthly progress meetings with the County regarding its development activities, establishing a public informational website for the project, and providing written monthly reports to include: (a) current month's activities; (b) next month's planned activities; (c) schedule narratives (including any changes); (d) subcontracting narrative, including, but not limited to: job training, employment, HUD Section 3 and small and minority firms, women-owned enterprises, and labor surplus firms, HUD Section 3 jobs created by trade, during construction and post construction; (e) financing summary of status; and (f) pending issues;

x. establishing a detailed scope of work, in conjunction with the County, for the new construction work and submitting the same for County approval; and

xi. providing all records as may be required by the County, including, but not limited to, records pertaining to Davis-Bacon, job training, employment, HUD Section 3 and small and minority firms, women-owned enterprises, and labor surplus firms, HUD Section 3 jobs created by trade, during construction and post construction, etc.

(b) Design, Construction, Relocation Plan, and Accessibility Requirements.

i. The Developer and County shall conduct value engineering reviews during design and construction document phases to minimize construction cost and maximize scope of work to be done with allocated funding. The County will have access to design drawings, may provide comments and requests to changes in design, finishes and all aspects of the design development process, and may, along with the Existing Residents, participate in the design decision making process for all material design and development programming decisions.

ii. The Developer will provide the County with all cost certifications and reports from the investor and lender and the County will have the opportunity to review and comment on such certifications and reports.

iii. The County will have the opportunity to approve all change orders that require the approval of the investor and the lender (i.e., in excess of those minimum thresholds per occurrence and in the aggregate that do not require the approval of the investor and lender), such approvals not to be unreasonably withheld or delayed.

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

Additionally, the UFAS consultant shall provide to the Developer, and copy to the County, comments at fifty percent (50%) and one hundred percent (100%) of construction documents. The Developer shall submit, through the County, its one hundred percent (100%) construction documents for UFAS units for review and approval by HUD. Any comments by HUD and/or the County and any other agencies having jurisdiction shall be incorporated in the construction documents. The UFAS consultant shall also conduct on-site inspections during construction at fifty percent (50%) and one hundred percent (100%) of Construction Completion to confirm UFAS compliance. The Developer, architect of record, the UFAS consultant, and the Developer's general contractor shall attend HUD's site inspections that may be conducted during construction and/or at Construction Completion. The Developer shall facilitate site access for HUD's site inspections. HUD will provide comments to the County and the Developer. The Developer shall address all HUD comments to receive HUD approval. If Developer fails to comply with UFAS, as may be identified by the County, HUD or any other entity having jurisdiction, such noncompliance shall be deemed an Event of Default pursuant to Section 9 of this Agreement, and the Developer shall be provided an opportunity to cure said default, at the Developer's cost, as prescribed by Section 10 of this Agreement. On-going information concerning UFAS units, and its occupants shall also be required by the County, which requirement shall survive this Agreement. The Developer shall provide required UFAS–related information as reasonably required by the County. In addition, developers are highly encouraged to provide units that are easily "adaptable" to UFAS units. The Developer shall assist with UFAS reports and any other reports or information required by County or HUD.

v. Davis-Bacon wage requirements: Davis-Bacon wages shall apply to all structures built or rehabilitated on the County owned or leased land regardless of whether these structures receive a federal subsidy or not. These structures may include, but are not limited to, RAD Units, affordable units, market-rate units, commercial and/or office buildings, and/or any other structure built on site. The Developer shall meet all applicable Davis-Bacon wage requirements and shall monitor and ensure Davis-Bacon wage compliance by general contractor(s), sub-contractors, sub–sub-contractors, etc., and shall ensure that all contracts and sub-contracts issued to any contractor on the project include Davis-Bacon requirements. The Developer shall carefully review Davis-Bacon requirements with all contractors and sub-contractors on site on an on-going basis, shall appoint an experienced and qualified Davis-Bacon compliance officer to ensure compliance during the entire construction duration, and shall provide Davis-Bacon compliance reporting to County as it

may require. Any costs incurred by the County due to Davis-Bacon noncompliance by the Developer and/or any of its contractors, shall be reimbursable to the County by the Developer.

vi. The Developer shall pay a $3,000.00 per month fee to HCD during the entire construction duration of the project for Davis-Bacon compliance review. The first payment shall be due 30 days after the construction of the project has begun. Failure to comply with Davis-Bacon wage rate or other federal required classification requirements will affect payments to the Developer (refer to Section 6, Payment Provisions). In addition, the County will assess the Developer up to a $500.00 daily penalty fee to cover reasonable administrative costs it incurs for managing issues associated with the Developer's, and/or its consultants, contractors or vendors, non-compliance with the applicable regulations. This includes, but is not limited to, compliance with Davis-Bacon wages and HUD Section 3 requirements. This fee will be assessed for all days starting on the date that the County notifies the Developer of non-compliance and will be assessed until the date that the issue is acknowledged in writing as being resolved either by the County or Developer.

vii. The Developer shall ensure that its contractors and their subcontractors are classifying workers properly for Davis-Bacon purposes and that they maintain proper documentation to support worker classification. In reviewing certified payrolls, the County will be alert to anomalies, and in such cases will consult with federal agencies, such as the Internal Revenue Service, Department of Labor, and HUD. Review of payroll records and/or similar documents by the County shall not relieve developers, contractors and subcontractors from ensuring Davis-Bacon Compliance and appropriate worker classification in accordance with all applicable requirements.

viii. Failure to comply with Davis-Bacon wage rate or other federal required classification requirements will affect payments to the Developer (refer to Section 6 payment provisions).

ix. Notwithstanding the foregoing subsection (6) above, the Developer shall require all contractors and subcontractors to pay Davis-Bacon Wages.

x. The Developer shall provide a construction schedule using a Gantt chart format (or another format reasonably acceptable to the County) indicating all activities (e.g. event, task, and trade).

xi. The Developer shall ensure unit design layout allocates proper circulation space and sustains suitable linear wall allocation for proper functioning and furniture layout.

xii. The Developer shall provide an emergency generator that will power code-required emergency items in the building, in addition to providing power for ninety-six (96) hours of operation without refueling, at a community room and a community area kitchen, within the Project Sites. In addition, to all community benefits and housing unit amenities enclosed in its proposal and preliminary described and summarized in Exhibit A-1 and A-2.

xiii. Appliances (only applies to buildings undergoing rehabilitation): Existing appliances (such as refrigerators, ranges, ovens, washers, dryers, water heaters, etc.) shall be removed and replaced with new appliances. The Developer shall bear the cost of removal and relocating/moving the existing appliances to an offsite centralized location to be determined by the County. The Developer shall secure the site during any removal and/or replacement of appliances, equipment, furnishings, etc. This work shall be carefully coordinated between the Developer and the County.

xiv. Recycled and Salvaged items:

The Developer is responsible for collecting and delivering to the County Store all items in the Development site that are to be recycled. Appliances or furnishings going to the County Store or back to the County for its use are "recycled" items.

Recycled items include but are not limited to equipment, telephones, televisions, vacuum cleaners, fax machines, copiers, tools, all types of appliances, all furniture, etc. as directed by the County. The Developer shall contact the County Store representative and follow the following process for items that are directed to be delivered to the County Store:

a) The Developer shall call the County Store representative at 305-556-8106 at least a day in advance (preferably earlier) to notify them of the number of trucks and equipment/furnishings to be delivered and provide them with an opportunity to prepare for the delivery. Deliveries of the equipment/furnishings by the Developer to the County Store (located at 980 West 84 Street, Hialeah, Florida) shall be scheduled between 7:30 and 10 am only, since they have to attend to walk-in customers the rest of the day. The County Store does not accept drop-offs on Fridays, weekends or legal holidays.

b) Developer shall complete all the information required on the attached Property Action Form. Please include the "Asset Tab # or Serial # of each equipment/furnishing, if available. If none can be found, indicate "N/A" in that column, and provide a detailed description of the equipment.

c) The County Store will not accept delivery of any chemicals; therefore, if any item has a gas tank or other type of chemical container attached, the chemical container needs to be removed by the Developer prior to delivery.

xv. The Developer shall closely coordinate with the County and attend meetings with the Existing Residents as reasonably required to inform and receive input from such residents on all aspects of the Development plans, and as required by RAD Requirements. The Developer shall give good faith consideration to incorporate input received from the Existing Residents, in coordination with the County, as feasible and consistent with applicable codes, zoning, federal requirements, etc. The County will coordinate and schedule meetings with the Existing Residents.

xvi. The Developer shall submit in writing a detailed relocation plan ("**Relocation Plan**"), in compliance with the County's Tenant Relocation Agreement standards set in Resolution No. R-1181-19 (Exhibit K), for any Existing Residents intending to relocate to the Development upon Construction Completion for review and approval by the County, which approval shall not be unreasonably withheld. The Relocation Plan shall include appropriate notification and minimum disruption/inconvenience for the Existing Residents and safety as major considerations. The Developer shall provide either a dedicated staff person to serve as relocation coordinator or a "third party relocation coordinator" to plan, organize, implement, and monitor all aspects of the Relocation Plan, closely coordinate all aspects required for relocation, including phasing and duration, temporary unit locations and rental costs, moving and storage of furnishings, transportation, meals, pets, mail, etc. The County shall cooperate to issue notices and convene meetings in accordance with the Relocation Plan. Relocation costs will be part of the project budgets. The Developer is responsible for all costs related to all temporary and permanent relocation of residents.

xvii. The Developer shall provide the County supporting documentation, such as Notice to Proceed (NTP) to contractors/sub-contractor and Certificates of Occupancy or Completion, as applicable.

xviii. The Developer and its consultants shall carefully review all change orders, contingency adjustments and/or any other additional costs

(herein change orders) to confirm that these are appropriate and to minimize said costs whenever possible. Such review shall include, but not be limited to, compliance with contract documents, the party requesting the change order, and the reason for such request (justification), hidden or unforeseen conditions, architect/engineer ("**A/E**") error and/or omissions, critical path analysis for time extensions and other contract requirements.

When change orders involve time extensions, the Developer and its consultants shall also carefully review and confirm that these are appropriate and shall minimize wherever possible time extensions. Time extension reviews shall include an evaluation of the critical path analysis to confirm whether the time extension has impacted the critical path.

xix. The Developer shall carefully review and coordinate the work of its consultants to minimize A/E errors and omissions, and minimize any change orders, including additional costs and time extensions on the project. The County shall not approve additional costs/fees for A/E errors and omissions, or any other costs/fees related to conditions which could have reasonably been discovered or should have been discovered with appropriate due diligence by the Developer and/or its consultants, contractors, or other vendors.

xx. The County may back-charge the Developer up to $500 Daily for reasonable administrative costs it incurs for non-compliance with the applicable regulations by the Developer and/or its consultants, contractors or vendors. This includes, but is not limited to, compliance with Davis-Bacon wages and HUD and Miami-Dade County Section 3 requirements.

xxi. Award Letters. Upon receipt of any funding award, the Developer shall provide to the County all award letters, including from FHFC and commitment letters from financial institutions.

xxii. HUD RAD Requirements. The RAD evidentiary documents are subject to the review and approval by HUD and must contain the following provisions:

- RAD Units will continue to be operated as such ("**Use Restrictions**") for a period of twenty (20) years with required renewals in accordance with the RAD Use Agreement as required by RAD Requirements ("**Use Period**") from the date the use first commences;

- Use Restrictions shall be in a first priority position against the property (e.g. prior to any financing documents or other encumbrances) during the Use Period; and

- The approved Owner Affiliated Entity shall maintain ownership and operation of the property during the Use Period. The Owner Affiliated Entity shall not convey, sublease or transfer the Property without prior approval from the County at any point during the Use Period other than pursuant to customary transfer provisions.

xxiii. The County is responsible for monitoring and enforcing the Use Restrictions during the Use Period.

xxiv. The Developer will provide a community benefits program at the Development, referred to herein as the Community Benefits Program. A preliminary description of the Community Benefits Program is set forth at Exhibit A-2.

xxv. The Development will generate a number of financial benefits ("**Financial Benefits**"). Such Financial Benefits are further described in Exhibit B.

xxvi. The proposed improvements are subject to the County's Sustainable Buildings Program 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 Developer shall design the Development to be consistent with a Silver certification rating from the U.S. Green Building Council's Leadership in Energy and Environmental Design ("**LEED**") as required by County Implementing Order 8-8. Pursuant to Implementing Order 8-8, the requirement for applying the appropriate LEED Silver standard may be modified due to special circumstances of the Development. 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 County's Office of Resilience Sustainability Manager.

The LEED Silver certification or designation relative to the Development is outlined by the U.S. Green Building Council. The Developer agrees to regularly provide 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 Development relative to the LEED Silver designation from the U.S. Green Building Council or certification from the National Green Building Standard ("**NGBS**").

Further, the LEED Silver certification or designation or NGBS certification is a description or label designed to establish the level of energy efficiency and sustainability for Buildings and Improvements of the overall Development; and should substantially improve the "normal" or "regular" energy efficiency and indoor air quality for the overall Development. Beyond these environmentally responsible steps, Developer specifically agrees to consider additional steps or means to improve and/or protect the environment with regard to the Development, and to inform Landlord of any and all such additional methods or ways that Developer will utilize "green building standards" in the design and construction of the overall Development in an effort to achieve the important goals of creating a healthy place to work as well as an environmentally responsible development in the community. Developer's decision whether to incorporate or adopt any such additional steps or means shall be made in Developer's sole and absolute discretion. Other specific requirements include:

Energy-efficient reflective roofs or green roofs are also specifically required per Miami-Dade County Resolution No. R-1103-10; and

Electric Vehicle (EV) charging stations required per Miami-Dade County Resolution No. R-1101-15.

xxvii. Sea Level Rise and Heat Resilience:

In accordance with Miami Dade Board of County Commissioners (BCC) Resolution R-451-14, the Developer shall be required to consider sea level rise projections and potential impacts as best estimated at the time of the Projects, using regionally consistent unified sea level rise projections and sea level rise data mapping websites, during all the project including but not limited to planning, design, and construction, to ensure that the Projects will function properly for fifty (50) years or the design life of the projects, whichever is greater.

The Developer shall provide a comprehensive landscape plan for all open spaces that meets or exceeds the minimum standards described in the Miami-Dade County Landscaping Ordinance Chapters 18A

and 18B and aligns with the Landscape Manual, while also complying with any municipal landscape code requirements, in a way that reduces building energy use intensity, aids onsite stormwater management, and expands existing tree canopy to increase community resilience to extreme heat while also enhancing overall appearance. In accordance with CDMP Policy LU-8I, the Developer is encouraged to incorporate additional heat mitigation elements into the project including porous pavements, cool roofs, and high albedo surfaces. The Developer will be required to consult with all appropriate County departments and plans will need to be in accordance with Miami-Dade County Implementing Order IO 8-8 and approved by Miami Dade HCD Department.

xxviii. The Developer shall comply with the requirements of E-Verify as more fully described in Exhibit M attached hereto and incorporated herein by reference.

xxix. Safety Standards and Regulations.

The Developer and/or Owner Affiliated Entity shall be required to comply with the Occupational Safety and Health Administration (OSHA) requirements. Precautions shall always be exercised for the protection of persons and property. The equipment being offered by the Developer and/or Owner Affiliated Entity shall be the most recent model available. Any optional components which are required in accordance with the specifications of the project shall be considered standard equipment for the purposes of this Agreement. Demonstrator models will not be accepted. Omission of any essential detail from the specifications of the project does not relieve the Developer and/or Owner Affiliated Entity from furnishing a complete unit. The equipment shall conform to all applicable Federal (including OSHA), State, and local safety requirements. All components (whether primary or ancillary) of the delivered equipment shall be in accordance with current Society of Automotive Engineering (SAE) standards and recommended practices, as applicable. The engineering, materials, and workmanship associated with the Developer and/or Owner Affiliated Entity's performance hereunder shall exhibit a high-level of quality and appearance consistent with or exceeding industry standards.

The Developer, Owner Affiliated Entity, Contractor, and Sub-Contractors performing services under this Agreement shall conform to all relevant OSHA requirements, Federal, State and County regulations, and County department's safety procedures

during the course of such effort. Any fines levied by the abovementioned authorities for failure to comply with these requirements shall be borne solely by the responsible Developer and/or Owner Affiliated Entity. Furthermore, the Federal "Right to Know" Regulation implemented by OSHA requires employers to inform their employees of any toxic substances which they may be exposed to in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. Accordingly, the Developer and/or Owner Affiliated Entity performing under this Agreement shall provide two complete sets of Material Safety Data Sheets to each County Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. For additional information on the Federal Right to Know Regulation, contact OSHA at https://www.osha.gov/.

xxx. Contracting with Entities of Foreign Countries of Concern.

By entering into this Agreement, the Developer and, if applicable, the Owner Affiliated Entity affirm that they are not in violation of Section 287.138, Florida Statutes, titled Contracting with Entities of Foreign Countries of Concern Prohibited. The Developer and the Owner Affiliated Entity further affirm that they are not giving a government of a foreign country of concern, as listed in Section 287.138, Florida Statutes, access to an individual's personal identifying information if: a) the Developer and the Owner Affiliated Entity are owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Developer and the Owner Affiliated Entity; or c) the Developer and the Owner Affiliated Entity are organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Section 287.138(2)(a)-(c), Florida Statutes. This affirmation by the Developer shall be in the form attached to this Agreement as Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit, which is attached hereto as Exhibit N and incorporated herein by reference

xxxi. Human Trafficking.

By entering into, executing, amending, or renewing this Agreement, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Agreement"), as applicable, the Developer and the Owner Affiliated Entity are obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as

amended, which is deemed as being incorporated by reference in this Agreement. All definitions and requirements from Section 787.06, F.S., apply to this Agreement.

This compliance includes the Developer and the Owner Affiliated Entity providing an affidavit that it does not use coercion for labor or services. This attestation by the Developer and the Owner Affiliated Entity shall be in the form attached to this Agreement as Exhibit N, Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit"), and must be executed by the Developer and the Owner Affiliated Entity and provided to the County when entering, amending, or renewing this Agreement.

This Agreement shall be void if the Developer and the Owner Affiliated Entity submit a false Affidavit pursuant to this Act or the Developer and the Owner Affiliated Entity violate the Act during the term of this Agreement, even if the Developer and the Owner Affiliated Entity were not in violation at the time it submitted its Affidavit.

The Developer's obligations under this Section 4(b) of this Agreement shall survive the termination of this Agreement.

(c) County's Responsibilities. As more specifically described herein, the County is responsible for the following activities related to the Development (such list is not intended to be exhaustive):

i. Developing and submitting all necessary applications to HUD (provided that the Developer shall have an opportunity to review and comment on the same prior to submission);

ii. Approving Owner Affiliated Entity admissions and occupancy criteria and related property management documents such as the RAD-Section 8 lease and house rules, which approvals shall not be unreasonably withheld, delayed or conditioned;

iii. Reviewing, approving, and submitting the RAD proposal and evidentiaries to HUD, with assistance and cooperation from the Developer as reasonably needed or requested;

iv. Providing public housing funds, Surtax Funds and General Obligation Bond Funds that are legally available and which may require a competitive application and selection process, and allowing the use of a portion of such funds as a loan for predevelopment activities in accordance with the RAD Requirements;

v. Entering into the RAD-PBV HAP Agreement for the RAD Units and providing the assistance due thereunder; work with the Developer and departments of the County to help facilitate off-site infrastructure improvements necessary for the Development;

vi. Cooperating with the Developer in the Developer's application for and executing, as needed, all zoning, permitting and similar governmental applications and permits necessary for the Development, as well as all documents related to each Financial Closing;

vii. Coordinating with the Existing Residents, other stakeholders in the County and other stakeholders on Development-related issues;

viii. Obtaining all necessary HUD approvals (including as related to RAD approvals, environmental approvals in accordance with 24 C.F.R. Part 50 or Part 58), providing reports and maintaining communications with HUD. Notwithstanding the foregoing, the County will provide copies of all items to Developer prior to submission to HUD in order to permit the Developer to provide input and comment with respect to the same;

ix. Cooperating with the Developer to assure the timely relocation of Existing Residents to the Development; and

x. The County will reasonably cooperate if the Developer determines to offer any Existing Resident an "Alternative Housing Option" in accordance with the RAD Fair Housing Notice.

(d) Unit Management Software.

i. The Developer must use the County's current system of record, Emphasys Elite (or successor system), for the purposes of entering re-certification data, HUD PIC submissions, and reporting. The Developer will be responsible for any associated software license, support, and training costs. The County will make the application available to the Developer and will be responsible for the user account management and security. The County will not provide any e-mail or telecommunications services and will not provide any technical support related to the Developer's information technology infrastructure, including, but not limited to, desktops, servers, routers, or related network connectivity. The Developer will also be responsible for any maintenance and development costs associated with any application or database interfaces to the County's current system of record.

5. Fees.

(a) Developer Fee. The parties agree to seek approval from HUD, if required by RAD Requirements, of the maximum allowable developer fee (whether or not deferred) permitted by the Florida Housing Finance Corporation for the

Development of eighteen percent (18%), with respect to four (4%) Low-Income Housing Tax Credit transactions, and sixteen percent (16%), with respect to nine percent (9%) Low-Income Housing Tax Credit transactions (the "**Developer Fee**"). The Developer agrees that the County shall earn a fee, to be structured in a manner reasonably acceptable to the parties, equal to 30%. The County's share of the Developer Fee will be pari-passu to the Developer's share and will be paid to the County on a pro rata basis as it is distributed to the Developer.

(b) Capitalized Lease Payment. With respect to the Ground Lease, the Developer agrees to pay a Lump Sum payment of $1,725,000.00. Which amount is calculated by multiplying the number of units (i.e., 345) times $5,000; provided, however, that in the event that this Development includes more than 345 units, the Capitalized Payment shall be adjusted on a unit for unit basis. This Capitalized Payment is set to be paid upon Financial Closing and its amount shall be reflected in the Ground Lease.

i. The Developer must close within 24 months after execution of this Master Development Agreement (MDA) and Option to Lease, subject to ASPR approval by Miami-Dade County and RAD approval from the Department of Housing and Urban Development "HUD." If the Developer does not close within 24 months of MDA and Option to Ground Lease execution, Developer will be required to place 25% of the CGLP in escrow in order to receive a 6-month extension for closing. For each additional six-month extension the Developer will place an additional 25% of the CGLP in escrow. The amount(s) placed in escrow will be applied against the total CGLP due at closing and will be non-refundable at the end of each six-month extension period.

(c) County Net Cash Flow Participation. Beginning the first year of positive cash flow after full payment of the deferred developer fee, the County will receive annually 16% of all net distributable operating receipts characterized as net cash flow. (the "**Net Cash Flow Participation**"). The County may request, no more than once annually, and to be delivered to the County, a property and partnership audit. Such audit shall be performed by a licensed certified public accountant CPA and shall be paid for by the property and/or partnership.

(d) County Residual Participation. Upon any sale, refinance, cash-out transaction, or resyndication of the Low Income Housing Tax Credits, involving the Developer's leasehold interests or properties, other than those in which the County is the purchasing entity, the County will receive 16% of the Developer managing member's net proceeds from such transactions after debt, expenses, fees and agreed upon and customary offsets for repairs, approved operating loans to the project and other related costs (the "Net Proceeds").

(e) Stabilization Fee. The County will receive a one-time Stabilization Fee of

$150,000 one-time upon stabilization of the property operations.

(f) Asset Management Fee. The County will receive annually, after the first year of Stabilization, an Asset Management Fee of $25,000 for the remainder of the lease.

For avoidance of doubt, the Developer shall not owe any amounts to the County in connection with the Ground Lease or applicable Sublease until the Financial Closing.

6. Payment Provisions for County Funds (if applicable).

(a) The Developer shall submit to the County, not more often than monthly, a payment (Draw) request for County funds in a form and format acceptable to the County, for expenditures for the work completed and incurred.

(b) Each payment request shall be carefully reviewed and evaluated for accuracy, completeness and compliance with this agreement by the Developer prior to its submission to the County. Each payment request shall identify, by line item and by reference to the corresponding element of the Budget, (a) the total costs to date incurred, (b) the corresponding portion of the compensation due to developer, if applicable, (c) the amounts, if any, of previous payments, and (d) the portion, if any, of such costs and/or fee for which a payment is requested under the payment request and any other provisions reasonably required (with reasonable advance notice) by the County. Each payment request shall be accompanied by separate billing statements or invoices from each consultant, sub-consultant, contractor or sub-contractor (herein vendors) to which payment has been made or will be made. The County shall not be required to make advance payments or deposits.

(c) Payment requests shall not be processed until a proper payment request (herein a "**Proper Invoice**") has been received by the County from the Developer. A Proper Invoice means an invoice which conforms to the payment requirements of the County. A Proper Invoice shall include a statement by the Developer waiving claims for extra direct and indirect costs or time associated with work preceding the date of the invoice, or a statement in sufficient detail containing all rights reserved for work already performed. All present requirements or future rules pertaining to the execution of a Proper Invoice will be made available to the Developer in a timely manner. The Developer shall make payments to all vendors included in each respective payment request within five (5) business days of receipt of funds from the County. The Developer shall include the provisions of this section in all sub-contracts and require all vendors to include this provision in their contracts with other vendors.

(d) The time at which payment for service is due from the County shall be calculated from the date on which a Proper Invoice is received by the County. The time at which payment shall be due from the County to the Developer shall

be forty-five (45) days from receipt by the County of a Proper Invoice from the Developer. In any case in which an improper invoice is submitted by the Developer, the County shall, within ten (10) days after the improper invoice is received, notify the Developer that the invoice is improper and indicate what corrective action on the part of the Developer is needed to make the invoice proper. Notwithstanding this, the County reserves its right to review an improper invoice at any point in time and notify the Developer of corrective actions that are needed and must be taken.

(e) Final payment shall not be made to the Developer until the Developer has resolved all pending Davis-Bacon wage rate compliance issues and restitution is made (or placed in escrow for unfound workers) to all workers determined by the County to be underpaid. At a minimum, an amount equal to the cost of all pending Davis-Bacon non-compliance issues shall be retained until such issues are resolved to the County's satisfaction. The Developer shall be assessed up to $500 daily for all administrative costs it incurs in managing Davis-Bacon non-compliance issues.

(f) For non-County funds, the Developer shall provide a report, in a form and format acceptable to County, indicating payment requests and approved amounts received by the Developer for all funding sources and percentage of Construction Completion. In addition, the Developer shall provide, on a monthly basis, a construction schedule and construction budget, with anticipated changes to the budget and schedule, along with a change order log, and the Developer will meet with the County at the County's request, at thirty-day intervals, to review and discuss the monthly report. Any proposed changes will be subject to the approval provisions set forth in this Agreement.

7. Property Management Responsibilities.

(a) Designation of Property Manager. The initial property manager for Development shall be TRG Management Company, LLLP. The Property Manager may or may not be an affiliate of the Developer, (the "**Management Agent**"), and the County, pursuant to the Management Agreement, to be attached hereto as Exhibit I. The Management Agent shall be responsible for the day-to-day operation of the Development, including, but not limited to, compliance, collections, leasing, payment of invoices and maintenance. Specific duties shall be further detailed in the initial agreement between the Management Agent and the Owner Affiliated Entity, and such agreements are subject to the County's reasonable approval. Notwithstanding the foregoing, the parties acknowledge and agree that the Developer shall have no responsibility, liability, or obligation (other than those obligations set forth in this Agreement) with respect to the existing units or the Existing Residents, except as it relates to temporary relocation services in Section 16 of this agreement, and that the Management Agent's responsibilities, as noted herein, shall commence upon the Construction Completion of the Development.

(b) Admissions Policies. The parties agree that the occupancy will be carried out with respect to the Development as follows:

i. The Existing Resident households shall have the right to return to occupy RAD Units of the Development once the RAD Units are available for occupancy, and have a right to have access to a unit that is the right size for the Existing Resident's legally lease-compliant household size, based on unit availability within the project and coordination with the County to determine if a right-sized unit can be included in the project's design.

ii. Any vacancies to RAD Units not filled by Existing Residents (either at initial occupancy or thereafter) will be filled by applicants who are referred from the County's waiting list, subject to screening by the Management Agent for income and other LIHTC compliance matters. The parties agree that a site-based waiting list will be used, in accordance with the County's Section 8 Program Administrative Plan. The parties acknowledge and agree that the County's Section 8 Administrative Plan will be revised, as necessary, to reflect the foregoing and that a referral process will be formulated by the parties to ensure that lease-up occurs in a timely and equitable manner.

iii. The parties agree that the occupancy will be carried out with respect to the Development following the Management Agent's tenant screening processes and leasing procedures approved by the County.

iv. Developer shall assist the County with all reporting and coordination requirements, including, but not limited to, HUD-PIC coordination and submissions required for the project.

v. The property management agreement shall include provisions for Resident Grievance procedure, approved by the County that includes detailed steps for the aggrieved resident to follow in the event of a violation of management rules, property operating policies, and any State and Federal regulatory program guidance.

vi. The property management agreement shall include and must stipulate a life of project guarantee from the project development and management entity that at least one of the Full-Time property management site employees is from the community.

(c) Property Management Fee. The Management Agent shall receive a management fee pursuant to the Management Agreement.

8. Termination.

(a) Termination for Convenience. The County reserves the right to terminate this Agreement, in whole or in part, with respect to the project not yet reaching a

Financial Closing, at any time for the convenience of the County, if the County shall determine in good faith that it is in the County's best interest, or contrary to that interest to proceed with the Development. In the event of a termination for convenience under this Agreement, the County shall deliver to the Developer a Notice of Termination within thirty (30) days specifying the extent to which the performance of the work under this Agreement is terminated, and the date upon which such termination becomes effective. If the performance of the work under this Agreement is terminated in whole or in part, the County shall be liable to the Developer for all costs resulting from such termination, including, but not limited to, repayment of all fees paid upon execution of the respective ground leases in accordance with Section 5(b) hereof, to the extent applicable. In addition, any predevelopment loans advanced to the Developer will be deemed satisfied in connection with the assignment of work product in accordance with subsection (f) below. Within thirty (30) days after receipt of the Notice of Termination, the Developer shall present a proper claim setting out in detail: (i) the total cost of all third-party costs incurred to date of termination, for work products that are included in the approved pre-development budget, including, but not limited to, architectural, engineering, and similar types of costs, and also including any County approved loans from third parties; (ii) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, or for settling other liabilities of Developer incurred in performance of its obligations hereunder; (iii) the cost of preserving and protecting the work already performed until the County or its assignee takes possession thereof or assumes responsibility; and (iv) FHFC withdrawal penalty, if applicable. Within ninety (90) days after receipt of the claim from the Developer, the County shall either respond to the Developer's claim or make a final payment to the Developer in the event there is no dispute relative to claim.

(b) Termination for Infeasibility. The County or the Developer may terminate this Agreement for infeasibility, but only to the extent that the County and the Developer first made good faith efforts to pursue an alternative course of action that meets the program objectives for the redevelopment contemplated for this overall project(s). In the event that, prior to a Financial Closing, adverse contingencies occur, including but not limited to, the inability to obtain sources of funds in an amount sufficient to complete the development, and the parties cannot, within one hundred twenty (120) days after either party providing written notice that an adverse contingency has occurred, agree to amend the Development Plan, then this shall be deemed an "**Event of Infeasibility**." Upon the occurrence of an Event of Infeasibility, this Agreement may be terminated, in whole or in part, for a project that has not yet reached Financial Closing, if one party so agrees following receipt from the other party of written notice of the party's desire to terminate this Agreement. In such event, the Developer shall be limited to reimbursement for those costs as set forth in (i), (ii), (iii), and (iv) of Section 8(a).

(c) With respect to the rights of termination upon an Event of Infeasibility, either party's exercise of such rights of termination for infeasibility shall be specific to the Phase or Phases terminated pursuant thereto and shall not be deemed to terminate the Ground Lease, any unaffected Sublease, or this Agreement. Termination for Cause. Either party may terminate this Agreement for cause, at any time, on the giving of notice to the other party of the grounds asserted for such termination and failure of the other Party to cure such grounds within thirty (30) days from receipt of such notice ("**Termination for Cause**"). Notwithstanding anything to the contrary contained herein, suspension from participation in any government programs, which suspensions, for the purposes hereof, are defined to include, but not be limited to, any sanctions imposed by HUD pursuant to 24 C.F.R. Part 24, shall be grounds for termination of this Agreement for cause without opportunity for cure. By execution of this Agreement, Developer hereby certifies to the County that it is not suspended, debarred or otherwise prohibited from participation in any government programs.

In the event of a termination of this Agreement by the County or the Developer which is determined to constitute a breach hereof by the County or the Developer, the party in breach shall be liable to the non-breaching party in accordance with applicable law for all actual damages caused thereby.

(d) Fraud, Misrepresentation or Material Misstatement. The County may terminate this Agreement if Developer attempts to meet its contractual obligations hereunder with the County through fraud, misrepresentation, or material misstatement.

(e) Debarment. The foregoing notwithstanding, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Developer may be subject to debarment for those reasons set forth in Section 10-38 of the County Code.

(f) Remedies. In the event that the County exercises its right to terminate this Agreement following an Event of Default, the Developer shall, upon receipt of such notice, unless otherwise directed by the County:

i. Stop work on the date specified in the notice (the "**Effective Termination Date**");

ii. Take such actions as may be necessary for the protection and preservation of the County's materials and property;

iii. Cancel orders;

iv. Upon payment by the County for such work product and payment of other amounts due in accordance with this Section 8, assign to the

County and deliver to any location designated by the County any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

v. Take no voluntary action (unless otherwise required by legal obligations) which will increase the amounts payable by the County under this Agreement.

(g) Developer Shall Deliver Work Product in Event of Termination. In the event that this Agreement is terminated under this Section 8, Developer agrees that it shall promptly deliver to County, or cause to be delivered to County, any concrete, transferable, and useable third party work product generated in connection with the Development, and will assign to County all of its right, title, and interest to such work product, without reservation in exchange for County's payment of funds paid by Developer (including funds borrowed from third parties) for such work product, along with amounts due to the Developer hereunder. Developer shall be under no obligation to deliver any work product in its possession unless the County shall have reimbursed it for the cost thereof (and paid to the Developer any other amounts due hereunder) or shall have agreed to offset the cost thereof against any indebtedness owing from the Developer to the County. No payment shall be due, however, if the Developer has committed fraud, misrepresentation, material misstatement, or in the event of termination for an Event of Default pursuant to Section 9, provided, however, that the County has a predevelopment loan in effect with respect to such work product.

(h) Partial Termination.

i. The County may, in its discretion, terminate this Agreement (unless caused by the County's failure to timely perform the County's obligations hereunder) with respect to the respective individual Phases set forth below, at no cost to the County, if:

1. As to the first Phase of the Development, the Developer is unable to commence construction for such Phase within twelve (12) months from firm commitment of the remaining gap financing required for such Phase, unless the Developer's inability to secure funding and financing is caused solely by the County's failure to timely perform the County's obligations hereunder; or

2. As to the remaining Phases of the Development, the Developer is unable to secure financing from FHFC for a subsequent Phase within twelve (12) months after the completion of the prior Phase, unless the Developer's inability to secure funding and financing is caused solely by the County's failure to timely perform the County's obligations

hereunder, provided, however, that the County may at its sole option grant reasonable extensions thereof upon a showing by the Developer that it has diligently pursued such Phase in good faith or provided other reasonable justification for such delay.

ii. Upon partial termination of this Agreement for an applicable Phase, the Developer shall have no further development or possessory rights to the undeveloped portion(s) of such Phase under this Agreement. The Developer and the County shall coordinate and execute appropriate agreements, contracts, or other applicable documents to return the undeveloped portions of such Phase to the County, including, but not limited to, an amendment to the Ground Lease and Sublease to remove that portion of the demised premises that were to be used by Developer for the applicable terminated Phase.

iii. With respect to the rights of partial termination set forth in subsection (h) above, the County's exercise of such rights of partial termination shall be specific to the Phase or Phases terminated pursuant thereto and shall not be deemed to terminate the Ground Lease, any unaffected Sublease, or this Agreement.

9. Event of Default.

(a) An Event of Default shall mean a breach of this Agreement by the Developer after expiration of any applicable notice and cure period without such cure. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include, but not limited to, the following:

i. the Developer has made a Material Change to the Development Schedule without the County's approval;

ii. the Developer has refused or failed to supply commercially reasonably sufficient skilled staff personnel;

iii. the Developer has failed to make prompt payment to subcontractors or suppliers for any Services in violation of applicable law;

iv. the Developer has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Developer's creditors, or the Developer has taken advantage of any insolvency statute or debtor/creditor law or if the Developer's affairs have been put in the hands of a receiver;

v. the Developer has commenced construction without obtaining the approval of the County with respect to the approvals required under Sections 3 and 4 of this Agreement;

vi. the Developer has failed in any material respect with respect to any representation or warranty stated under Section 17 of this Agreement;

vii. the Developer has failed to comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes, and Section 26 of this Agreement;

viii. the Developer has failed to comply with any and all UFAS requirements and obligations;

ix. the Developer has made a Material Change to the Development Budget without the County's approval;

x. the Developer fails to pay any Liquidated Damages due and payable under this Section 9; and/or

(b) If the County shall terminate this Agreement for default, subject to applicable cure periods set forth herein, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, and reports after payment, if applicable.

(c) Notwithstanding the foregoing, this Agreement shall not be terminated for default if the delay in fulfilling or inability to fulfill Developer's obligations hereunder arises from (i) unforeseeable causes beyond the reasonable control of the Developer; (ii) an Economic Unavoidable Delay; or (iii) failure of any governmental entity, including, but not limited to, HUD, to provide approvals (e.g., zoning, interlocal agreements, RAD applications, leases, operating agreements, etc.) necessary to complete the work so long as the failure is not a result of Developer errors or omissions in an application seeking approval (any such failure or other cause or event being referred to herein as a "**Force Majeure Event**"). Examples of such causes include (a) acts of God or the public enemy, (b) material acts or failure to act, or delays in action, of the County, HUD, or other governmental entity in either their sovereign or contractual capacity, if the Developer can demonstrate that it has taken reasonable steps to provide for circumstances that facilitate a timely approval in accordance with conventional timeframes typical of such government agency, (c) material acts or failure to act of another contractor (other than a contractor or subcontractor to the Developer or the Owner Affiliated Entity) in the performance of a contract with the County, (d) fires, (e) floods, (f) strikes or labor disputes, (g) freight embargoes, (h) unavailability of materials, (i) unusually severe weather, (j) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without fault or negligence of both the Developer and the subcontractors or suppliers, (k) delay caused by litigation that is not between the County and the Developer, and (l) infectious disease occurring over a wide area and affecting a large number of people that materially and negatively impacts the Redevelopment Plan.

(d) The Developer agrees to comply fully with its obligations to provide the Community Benefits Program. The parties understand and agree that the damages to the County, the community, and the public resulting from the Developer's failure to provide the Community Benefits Program may not be subject to exact calculation. For this reason, the parties have agreed to require the Developer to pay the County Liquidated Damages, which shall be due and payable at project completion or at the completion of the project if the completion of a component of the Community Benefits Program can be measured at a per-Phase completion level, for any such failure which is impossible to quantify with accuracy. In the event the Developer fails to provide any material portion of any item of the Community Benefits Programs, the Developer shall be liable to the County for Liquidated Damages. The amount of Liquidated Damages for each of the Community Benefits Program shall be as set forth in Section 9(e) of this Agreement.

(e) If the Developer fails to provide the Community Benefits Program related to Small Business Hiring and Job Training and Job Placement, as more particularly set forth in Exhibit A-2, the Developer shall be liable to the County for Liquidated Damages, which Liquidated Damages shall be evaluated and assessed at the end of the project and shall be due and payable immediately and shall constitute the sole remedy of the County related thereto. The Liquidated Damages relating to those benefits shall be calculated as follows:

- With respect to Developer's commitment to provide a minimum of 25% of the construction subcontracts to certified Section 3, CBE, DBE, S/M/WBE, and Labor Surplus Area firms of new hires from Section 3 eligible residents as local construction and permanent hiring, Developer shall pay Liquidated Damages in the amount of $5,000 for each percentage point by which Developer fails to meet the 25% commitment.

- With respect to Developer's commitment to provide a minimum of 20% of the new jobs created for Section 3 or targeted zip code residents. Developer shall pay Liquidated Damages in the amount of $2,500 monthly for each job by which Developer fails to meet its commitments for the Development.

The Developer agrees to comply fully with its obligations to comply with the local hiring requirements outlined in this Agreement. The parties understand and agree that the damage to the County, the community, and the public resulting from the Developer's failure to comply with the local hiring requirements may not be subject to exact calculation. For this reason, the parties have agreed to require the Developer to pay the County Liquidated Damages, which shall be due and payable at project completion, for any such failure which is impossible to quantify with accuracy.

(f) Within ten (10) days after the end of each quarter, Developer shall provide a detailed report to the County, in a format that the County has reviewed and agreed

to, setting forth the Developer's progress toward satisfying their obligations to provide the Community Benefits Program, which report shall request the County's acknowledgement that such items have been satisfied. If the Developer is not meeting the commitments set forth above upon the completion, such report shall set forth the Developer's plans for meeting such commitments in subsequent Phases. Within fourteen (14) days after the County's receipt of such report, the County shall (i) execute an acknowledgement of the satisfied items, or (ii) provide a detailed written explanation to Developer setting forth the County's reasons for not executing such acknowledgement. If the County fails to so respond within thirty (30) days, the County shall be deemed to have acknowledged that such items have been satisfied.

10. Notice of Default – Opportunity to Cure. Notwithstanding anything in this Agreement to the contrary, if an Event of Default occurs in the determination of the County and the County wishes to declare an Event of Default or otherwise terminate this Agreement for cause to the extent, as provided under this Agreement, the County shall notify the Developer (the "**Default Notice**"), specifying the basis for such Event of Default and the extent to which performance of work under this Agreement is terminated, and advising the Developer that such default must be cured immediately or this Agreement with the County may be terminated. The Default Notice thereof shall specify the nature of the claimed Event of Default, the Phase(s) to which such Event of Default relates, and, if such Event of Default shall be reasonably subject to adequate cure, the Default Notice shall state (i) the actions required to be taken by the Developer to cure the Event of Default, and (ii) the reasonable time (up to sixty (60) days but no less than thirty (30) days (the "**Cure Period**")) within which Developer shall respond with a showing that all required actions have been taken, provided that the Developer shall have such additional time as is reasonably necessary to cure such Event of Default so long as the Developer has diligently commenced and is proceeding in a reasonable diligent manner toward curing such Event of Default. The Cure Period can be extended at the County's sole discretion. During any cure period so provided, the Developer shall proceed diligently with performance of any work required by this Agreement which is not the subject of the claimed Event of Default. Following expiration of the stated cure period (unless the Developer has diligently commenced and is proceeding in a reasonable diligent manner toward curing such Event of Default, as provided hereinabove), the County shall deliver a second notice stating either that the Event of Default has been adequately cured or that the Agreement is terminated with respect to the Phase(s) to which such Event of Default relates.

11. Remedies in the Event of Default.

If an Event of Default occurs and remains uncured pursuant to Section 9 herein, the County may, as its sole remedy, terminate this Agreement with respect to the Phase(s) to which such Event of Default relates in accordance with Section 10 hereof. In addition, the Developer shall be liable for all direct (but not consequential) damages to the County resulting from such Event of Default. In no event shall the County be entitled to bring any suit or proceeding for specific performance.

12. Lien Waivers.

Developer agrees that it will not permit any mechanic's, materialmen's, or other liens to stand against the property for work or materials furnished to Developer; it being provided, however, that Developer shall have the right to contest the validity thereof. Developer shall not have any right, authority or power to bind the County, the property or any other interest of the County in the property and will pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the property, for any claim for labor or material or for any other charge or expense, lien or security interest incurred in connection with the development, construction or operation of the Development or any change, alteration or addition thereto. IF ANY MECHANIC'S LIEN SHALL BE FILED, DEVELOPER SHALL BOND OVER, PROCURE THE RELEASE OR DISCHARGE THEREOF WITHIN NINETY (90) DAYS EITHER BY PAYMENT OR IN SUCH OTHER MANNER AS MAY BE PRESCRIBED BY LAW. NOTICE IS HEREBY GIVEN THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO THE DEVELOPER OR TO ANYONE HOLDING ANY OF THE PROPERTY THROUGH OR UNDER THE DEVELOPER, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF THE COUNTY IN AND TO ANY OF THE PROPERTY. THE COUNTY SHALL BE PERMITTED TO POST ANY NOTICES ON THE PROPERTY REGARDING SUCH NON-LIABILITY OF THE COUNTY.

Developer shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Developer or its contractor on or about the property in connection with the Development, and shall obtain and deliver to Landlord "releases" or waivers of liens from all parties doing work on or about the property, along with an affidavit from Developer stating that all bills have been paid with regard to such work and that there are no outstanding obligations, except in the ordinary course of business, owed with respect to any such work performed on the property in connection with the Development.

13. Indemnification.

(a) Developer Indemnity. The Developer shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including reasonable attorney 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 Developer or its employees, agents, servants, partners, principals or subcontractors, subject to the following sentence. The Developer shall pay all of the County's direct (but not consequential, punitive or special) losses in connection therewith, provided Developer is adjudicated liable, 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. The Developer expressly understands and agrees that any insurance protection required by the

Agreement or otherwise provided by the Developer 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. Notwithstanding anything to the contrary herein, such indemnification by the Developer shall not cover claims or losses to the extent caused solely by the negligence, gross negligence or intentional wrongful acts or omissions of the County or its officers, employees, agents or instrumentalities.

(b) County Responsibility. The County shall indemnify and hold harmless the Developer and its affiliates, subsidiaries, officers, agents, employees, representatives, successors and assigns from any and all liability, losses, or damages, including reasonable attorney fees and costs of defense, which the Developer or its affiliates, subsidiaries, officers, agents, employees, representatives, successors and assigns 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 County or officers, employees, agents and instrumentalities. The County 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 Developer, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The County's indemnification obligations in this Section 13(b) shall be subject to the provisions of Section 768.28, Fla. Stat., as may be amended from time to time, whereby the County shall not be liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of Two Hundred Thousand and No/100 Dollars ($200,000.00), or any claim or judgments or portion thereof, which when totaled with all other occurrence, exceeds the sum of Three Hundred Thousand and No/100 Dollars ($300,000.00), but only to the extent the limitations set forth in that Statute are applicable. Notwithstanding anything to the contrary herein, such indemnification by Miami-Dade County shall not cover claims or losses to the extent caused solely by the negligence, gross negligence or intentional wrongful acts or omissions of the Developer or its affiliates, subsidiaries, officers, agents, employees, representatives, successors and assigns.

(c) The obligations of the parties under this Section 13 of this Agreement to indemnify and hold harmless the other party shall survive the termination of this Agreement.

14. Insurance.

The Developer shall maintain coverage as required in A through C below throughout the term of this Agreement. If any portions of this Agreement are assigned, insurance must be provided in the name of the assignee. If material changes are made to the scope, it may be necessary to amend the insurance requirements. The Developer shall furnish to Miami-Dade County, Housing and

Community Development, 701 NW 1 CT. 16th floor, Miami, Florida 33136-3914, Certificate(s) of Insurance with coverage as 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, to include Explosion Collapse and Underground Hazards and 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. Umbrella Liability Insurance in an amount not less than $3,000,000 per occurrence, and $3,000,000 in the aggregate.
- If Excess Liability is provided must be follow form of the General Liability coverage.

Design Stage

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

E. Professional Liability Insurance in the name of the Developer or the licensed design professional employed by the Developer in an amount not less than $5,000,000 per claim. This insurance shall be maintained for a period of two (2) years after the County's acceptance of the work provided of the applicable Improvements by the Developer.

Construction Phase

In addition to the insurance required in A – E above, the Developer 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 al "All Risk" basis, including Windstorm and flood for the total value of the project on a replacement cost basis. To include site preparation, excavations, under-ground pipes, foundations, temporary structures, scaffolding, construction forms, etc. Off-site materials that will be part of the structure must be covered. Business interruption, extra expense and soft costs are to be included. Coverage shall remain in place until substantial completion of construction has been

reached as determined by Miami-Dade County Housing and Community Development. The policy shall be in the name of Miami-Dade County, and developer, or the General Contractor.

Operation Phase

In addition to the insurance required in A – D above, the following coverage will be required from the Developer of the General Contractor:

G. Property Insurance Coverage for 100% of Replacement Cost of buildings and structures on an "All Risk" or "Special Perils" basis to include Windstorm and Hail with a 2% deductible per building, 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 a Named insured or a Loss Payee with respect to this coverage.

H. Professional Liability Insurance in an amount not less than $1,000,000 per claim.

Continuity of Coverage

The Developer shall be responsible for assuring that the insurance documentation required in conjunction with this subsection remain in force for the duration of the agreement period, including any and all option years. The Developer will be responsible for submitting renewal insurance documentation prior to expiration.

All insurance policies required above shall be issued in 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.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

MIAMI-DADE COUNTY

111 N.W. 1st STREET
SUITE 2340
MIAMI, FL 33128-1974

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 of insurance (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.

15. Agreement Security.

The Developer shall be required to execute, record in the public records of Miami-Dade County, and furnish to the County before commencing any and all construction work on the property in connection with the Development, a payment and performance bond, and/or alternate form of security satisfactory to the County and in compliance with the requirements of Section 255.05 of the Florida Statutes, in the amount of the price of the Development then to be undertaken, to assure completion of the work and payment of the costs, free and clear of all claims of subcontractors, laborers, mechanics, suppliers and materialmen. In the event that in partial satisfaction of this requirement the Developer furnishes a payment and performance bond not by the Developer, but by the Developer's construction contractor or construction manager, then the payment and performance bond shall name the County and the Developer as dual obligees. Furnishing a payment and performance bond by the Developer's construction contractor or construction manager naming the County as a joint obligee in no way abrogates the Developer's obligation to directly furnish to the County a payment and performance bond or alternative form of security in compliance with Section 255.05, Florida Statutes. The payment and performance bonds shall have as the surety thereon only such surety company or companies as are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the following qualifications:

(a) All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

	Bond Amount	Best Rating
i.	$500,001 to $1,500,000	B V
ii.	$1,500,001 to $2,500,000	A VI
iii.	$2,500,001 to $5,000,000	A VII
iv.	$5,000,001 to $10,000,000	A VIII

v. Over $10,000,000 A IX

(b) On contract amounts of $500,000 or less, the bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

i. Providing evidence that the Surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.

ii. Certifying that the Surety is otherwise in compliance with the Florida Insurance Code, and;

iii. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. §§ 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

(c) For contracts in excess of $500,000 the provision of Section (b) will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.

(d) Surety Bonds guaranteed through U.S. Government Small Business Administration or Developers Training and Development Inc. will also be acceptable.

(e) The attorney-in-fact or other officer who signs performance and payment bonds for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The performance and payment bonds must be counter signed by the surety's resident Florida agent.

The Performance Bond or Cash used in lieu of the Performance Bond shall remain in force for one (1) year from the date of final acceptance of the work to protect the County against losses resulting from defects in materials or improper performance of work under the Agreement; provided however, that this limitation does not apply to suits seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(e), Florida Statutes.

16. Compliance with RAD Requirements.

(a) The parties acknowledge and agree that all RAD Units must be developed, operated, and managed in compliance with RAD Requirements and implementing decisions made by the County. By way of example and not limitation:

i. Under RAD, the public housing capital and operating assistance provided by HUD to a public housing authority is converted by HUD into project-based vouchers under 24 CFR 983 ("**PBVs**") or project-based rental assistance under 24 CFR 880 ("**PBRA**") that permit the property owner to support construction or rehabilitation debt.

ii. A private for-profit entity may be the assignee of a RAD Conversion Commitment and own and operate RAD Units to facilitate the use of LIHTC if and only if the public housing agency or a non-profit entity preserves its interest in the property in a manner approved by HUD. The parties believe that the arrangements described in this Agreement will be so approved, but the parties will not unreasonably withhold approval of such different or additional arrangements as HUD may require.

iii. Any Existing Residents have a right to return or be relocated to an on-site RAD Unit, that is the right size for the Existing Resident's legally lease-compliant household size, in the Development upon Construction Completion, without re-screening based on income eligibility, credit status, or any other factor. All relocation undertaken in connection with the RAD conversion must comply with RAD Requirements, including compliance with applicable fair housing and civil rights laws and with requirements relating to tenant notices and meetings.

iv. Leases for RAD Units will comply with, and tenants of RAD Units will be accorded, all rights required by RAD Requirements and any allowable modifications required by the County, including all temporary relocation assistance to be provided by Developer as is required by the RAD Requirements and by the County.

17. Warranties.

(a) Developer's Warranties. Developer represents and warrants to the County that (a) Developer is and will continue to be duly organized, and is in good standing under the laws of and qualified to do business in the State of Florida, (b) Developer has and will have all necessary power, authority, licenses and staff resources for the undertaking of its obligations under this Agreement, (c) this Agreement has been duly entered into and is the legally binding obligation of Developer, (d) this Agreement will not violate any judgment, law, or agreement to which Developer is a party or is subject, and (e) there is no claim pending, or to the best knowledge of Developer, threatened, that would impede Developer's ability to perform its obligation hereunto. Developer shall not

hereafter enter into any agreement which would or modify any existing agreement in a manner that would, impair its ability to perform its obligations hereunder, and will notify the County if any suit is threatened or law proposed which would impair its ability to perform its obligations hereunder.

(b) County's Warranties. The County represents and warrants to Developer that (a) the County has and will have all necessary power and authority under Florida law for the undertaking of its obligations under this Agreement, (b) this Agreement has been duly entered into and is the legally binding obligation of the County, (c) this Agreement will not violate any judgment, law, consent decree, or agreement to which the County is a party or is subject to and will not violate any law or ordinance under which the County is organized, (d) there is no claim pending, or to the best knowledge of the County, threatened, that is likely to materially impede the County's ability to perform its obligation hereunto. The County shall not hereafter enter into any agreement or consent decree which would or modify any existing agreement or consent decree in a manner that would impair its ability to perform its obligations hereunder and will notify Developer if any suit is threatened or law proposed which would materially impair its ability to perform its obligations hereunder.

18. Term.

This Agreement shall begin upon execution hereof and shall expire upon the completion of all the activities described herein, unless sooner terminated in accordance with the terms provided herein or, by the Financial Closing. With respect to items set forth in the Financial Closing documents, the Financial Closing documents will govern the relationship between the parties to the extent described in such Financial Closing documents. Notwithstanding the foregoing, any provision contained in this Agreement that is not specifically addressed, modified, or overridden in the Financial Closing documents will survive the termination of this Agreement as it relates to the Financial Closing. The parties acknowledge that certain subject matter of this Agreement relates to activities that are intended to survive the term hereof, and so the parties acknowledge and agree to effectuate such matters in the Financial Closing documents.

19. County's Sovereignty.

It is expressly understood that, subject to the other provisions of this Agreement:

(a) The County retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from reasonably withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Development or the operation thereof, or be liable for the same; and

(b) The County shall not by virtue of this Agreement be obligated to grant the

Developer any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Development.

20. No Liability for Exercise of Police Power.

Subject to any contrary provision in this Agreement, or any County covenant or obligation that may be contained in this Agreement, the County shall have no obligation, including but not limited to the following:

(a) To assist the Developer in applying for any county, city or third-party permit or needed approval; or

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

21. Vendor Registration and Forms/Conflict of Interest.

(a) Vendor Registration. The Developer shall be a registered vendor with the County's Internal Services Department Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Developer confirms its knowledge of and commitment to comply with the following:

i. *Miami-Dade County Ownership Disclosure Affidavit* (Section 2-8.1 of the County Code)

ii. *Miami-Dade County Employment Disclosure Affidavit (Section 2.8-1(d)(2) of the County Code)*

iii. *Miami-Dade Employment Drug-free Workplace Certification (Section 2-8.1.2(b) of the County Code)*

iv. *Miami-Dade Disability and Nondiscrimination Affidavit (Section 2-8.1.5* of the County Code*)*

v. *Miami-Dade County Debarment Disclosure Affidavit (Section 10.38 of the County Code)*

vi. *Miami-Dade County Vendor Obligation to County Affidavit* (*Section 2-8.1 of the County Code)*

vii. *Miami-Dade County Code of Business Ethics Affidavit* (*Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)*

viii. *Miami-Dade County Family Leave Affidavit (Article V of Chapter 11 of the County Code)*

ix. *Miami-Dade County Domestic Leave and Reporting Affidavit (Article 8, Section 11A-60 11A-67 of the County Code)*

x. *Subcontracting Practices (Ordinance 97-35)*

xi. *Subcontractor /Supplier Listing (Section 2-8.8 of the County Code)*

xii. *Environmentally Acceptable Packaging (Resolution R-738-92)*

xiii. *W-9 and 8109 Forms* (as required by the Internal Revenue Service)

xiv. FEIN Number or Social Security Number. In order to establish a file, the Developer's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Developer's "County

Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

i. Identification of individual account records

ii. To make payments to individual/Developer for goods and services provided to Miami-Dade County

iii. Tax reporting purposes

iv. To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

xv. *Office of the Inspector General* (Section 2-1076 of the County Code)

xvi. *Small Business Enterprises.* The County endeavors to obtain the participation of all small business enterprises pursuant to Title 49 of the Code of Federal Regulations.

xvii. *Antitrust Laws*. By acceptance of any contract, the Developer agrees to comply with all antitrust laws of the United States and the State of Florida.

(b) Conflict of Interest. Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Commission on Ethics and Public Trust ("Ethics Commission") prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593. Further the Developer shall comply with Section 1352 of Title 31 of the United States Code, which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, loan, or cooperative agreement. The Developer further agrees to comply with the requirement of such legislation to furnish a disclosure (OMB Standard Form

LLQ) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in connection with a Federal contract, grant, loan, or cooperative agreement, which payment would be prohibited if made from Federal appropriated funds. The Developer represents that:

- No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

- There are no undisclosed persons or entities interested with the Developer in this Agreement. This Agreement is entered into by the Developer without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

    - is interested on behalf of or through the Developer directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

    - is an employee, agent, advisor, or consultant to the Developer or to the best of the Developer's knowledge any subcontractor or supplier to the Developer.

- Neither the Developer nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Developer shall have an interest which is in conflict with the Developer's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Developer provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

- The provisions of this Section are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this

Agreement and those provided by statute, the stricter standard shall apply.

In the event Developer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Developer shall promptly bring such information to the attention of the County's project manager. Developer shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Developer receives from the project manager in regard to remedying the situation.

(c) Non-Discrimination. Developer 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, gender identity, gender expression, sexual orientation, or actual or perceived status as a victim of domestic violence, dating violence or stalking. Developer 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, gender identity, gender expression, sexual orientation, or actual or perceived status as a victim of domestic violence, dating violence or stalking. 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. Developer 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.

(d) Chapter 11A of the Code of Miami-Dade County. Developer does hereby covenant and agree (1) that no person on the grounds of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, actual or perceived status as a victim of domestic violence, dating violence or stalking, or source of income shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, actual or perceived status as a victim of domestic violence, dating violence or stalking, or source of income shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination.

22. Interest of Members of Congress.

No Member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

23. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees.

No member, officer, or employee of the County, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Agreement or the benefits to arise therefrom.

24. Upon Written Notice to the Developer from the Inspector General or IPSIG Retained by the Inspector Employee of the County.

No member, officer, or employee of the County, no member of the governing body of the County, no member of the governing body by which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Development shall, during his or her tenure, or for two year thereafter or such longer time as the County's Code of Ethics may reasonably require, have any interest, direct or indirect, in this Agreement or the proceeds thereof, unless the conflict of interest is waived by the County and by HUD.

25. Inspector General Reviews.

Pursuant to Miami-Dade County Administrative Order 3-20, the County 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 the County, the Developer shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Developer's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Developer, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Developer in connection with this Agreement. The terms of this Section shall not impose any liability on the County by the Developer or any third party.

(a) *Miami-Dade County Inspector General Review.* According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade 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 Contract 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 will be deducted by the County from progress payments to the Developer. The audit cost shall also be included in all change orders and all contract renewals and extensions.

i. 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 Commission; (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. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

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. 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 to the Agreement. The Inspector General is empowered to retain the services of an 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 the Developer, its officers, agents and employees, lobbyists, County General, the Developer 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 Developer'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.

The terms set forth in this Section 25 shall survive the termination of this Agreement.

26. Florida Public Records Act.

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the work under this Agreement if the Developer does not transfer the records to the County; and

(d) Meet all requirements for retaining public records and transfer to the County, at no cost to County, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Developer upon termination of this Agreement. Upon termination of this Agreement, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

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

In the event the Developer does not comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes and this Section of this Agreement, the County shall avail itself of the remedies set forth in Sections 10 and 11 of this Agreement.

The Developer's obligations under this Section of this Agreement shall survive the termination of this Agreement.

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

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

27. Miami-Dade County Art in Public Places Requirements.

The Developer acknowledges and agrees that it is bound by and shall adhere to Section 2-11.15 of the Code of Miami-Dade County and Administrative Order 3-11, which include the requirement to allocate not less than one and one-half percent (1½%) of the total capital cost (design and construction) of the Project to the Art in Public Places Trust Fund. The Developer 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. 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

28. Option and Right of First Refusal.

The County shall have the option and right of first refusal to assume the Developer's and/or the applicable Owner Affiliated Entity's leasehold interest in the Development, after the end of its tax compliance period, if the Developer or the applicable Owner Affiliated Entity desires to assign or transfer to a third party (other than an affiliate of the Developer or applicable Owner Affiliated Entity) ("**Applicable Transfer**"). If the Developer or applicable Owner Affiliated Entity desire to undertake an Applicable Transfer, then the Developer or applicable Owner Affiliated Entity shall provide written notice to the County thereof and the County shall have ninety (90) days to provide written notification to Developer and the applicable Owner Affiliated Entity of the County's intent to exercise its option to assume the Developer's and/or applicable Owner Affiliated Entity's leasehold interest. The purchase price payable by the County for such assignment or transfer shall

be an amount equal to all transfer fees, costs, expenses and taxes related to the purchase plus the greater of: (i) the fair market value of the leasehold interest (including the improvements thereupon) and (ii) the lowest price that is permitted under Section 42(i)(7) of the Internal Revenue Code of 1986, as amended, and any operating deficit loans of any member and any taxes that are projected to be owed by any member as a result of such sale. Delivery of written notice by the County of its intent to exercise the option shall obligate the County to complete the transaction to assume the leasehold interest on the date no later than one-hundred and twenty (120) days after the delivery of such notice to the Developer and applicable Owner Affiliated Entity. In the event the County fails to timely provide written notice or complete the transaction within the time periods set forth herein, the County shall conclusively be deemed to have waived its rights set forth in this Section 28.

29. Reports to the Board.

The Developer shall deliver quarterly reports to the Board of the Development process.

30. Notices.

All notices, requests, approvals, demands and other communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows (provided, that any time period for responding to any such communication shall not begin to run until such communication is actually received or delivery is refused):

If to County:	Miami-Dade County c/o Miami-Dade Department of Housing and Community Development 701 N.W. 1st Court, 16th Floor Miami, Florida 33136 Attn: Alex R. Ballina, Director
With a copy to:	Miami-Dade County Attorney's Office 111 N.W. 1st Street, Suite 2810 Miami, Florida 33128 Attn: Terrence A. Smith, Esq. Assistant County Attorney
If to the Developer:	RUDG, LLC 2850 Tigertail Avenue, 7th Floor Miami, Florida 33133 Attn: Albert Milo

With a copy to:
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.

150 West Flagler Street, Suite 2200
Miami, FL 33130
Attention: Brian J. McDonough, Esq.

31. Further Assurances.

Each party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transaction contemplated by this Agreement as mutually agreed by the Parties hereto.

32. Designation of County's Representatives.

The Miami-Dade County Mayor, or designee, at the request of the County staff, shall have the power, authority and right, on behalf of the County, and without any further resolution or action of the Board of County Commissioners, to:

(a) Review and approve documents, plans, and other requests required of, or allowed by, Developer (or, for purposes of this Section 32, its sublessees or assignees) to be submitted to County pursuant to this Agreement;

(b) Consent to actions, events, and undertakings by Developer or extensions of time periods for which consent is required by County, including, but not limited to, extensions of time for the performance of any obligation by County hereunder;

(c) Execute any and all documents on behalf of County necessary or convenient to the foregoing approvals, consents, and appointments;

(d) Execute joinders and consents to easement and access agreements, for the purposes of granting any needed non-exclusive vehicular and/ or pedestrian ingress and egress access routes and for any parking within and throughout the project;

(e) Assist Developer with and execute on behalf of County any applications or other documents, needed to comply with applicable regulatory procedures and to secure financing, permits or other approvals to accomplish the construction of any and all improvements in and refurbishments of the Property;

(f) Negotiate and execute Option to Enter Into a Ground Lease to preserve site control;

(g) Negotiate and execute a permanent ground lease, which such permanent ground lease shall be subject to HUD's approval and shall be based on the terms and conditions set forth in Exhibit B attached hereto and incorporated herein by reference;

(h) Amend this Agreement to correct any typographical or non-material errors, to address revisions or supplements hereto of a non-material nature or to carry out the purposes of this Agreement; and

(i) Amend this Agreement as may be required by HUD.

33. Rights of Third Parties.

Except as provided herein, all conditions of the County, the Developer and their successors and assigns hereunder are imposed solely and exclusively for the benefit of the County, the Developer and HUD, and their successors and assigns, and no other person shall have standing to require satisfaction of such conditions or be entitled to assume that the County, the Developer or HUD will make advances in the absence of strict compliance with any or all conditions of County, the Developer or HUD. No other person shall under any circumstances, be deemed to be a beneficiary of this Agreement or any other documents associated with this Agreement, or any provisions of this Agreement which may be freely waived in whole or in part by the County, the Developer or HUD at any time if, in their sole discretion, they deem it desirable to do so. In particular, the County and the Developer make no representations and assume no duties or obligations as to third parties concerning the quality of the construction by the Developer, its successors and assigns, of the Development or the absence therefrom of defects.

34. Assignment.

This Agreement may be assigned by either party only with the express written consent of the other party, which in the case of the County shall require the approval of the Board. By exception, the Developer shall be authorized to assign this Agreement to the Owner Entities in the manner specifically set forth in this Agreement.

35. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed original, but all of which, together, shall constitute one instrument.

36. Interpretation, Governing Law and Forum Selection.

This Agreement shall not be construed against the party who prepared it but shall be construed as though prepared by both Parties. This Agreement shall be construed, interpreted, and governed by the laws of the State of Florida. Any dispute arising under or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Miami-Dade County, Florida.

37. Severability.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable such portion shall be deemed severed from this Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable provision had not been part of this Agreement.

38. Parties Bound.

No officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of any party hereto shall be personally liable for any obligation, express or implied.

39. Final Agreement.

Unless otherwise provided herein, this Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, and except for those agreements contemplated herein. This Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby. Notwithstanding the foregoing, the parties acknowledge that the Ground Lease expressly survive the expiration or sooner termination of this Agreement.

40. Modification of Agreement.

This Agreement may be amended by mutual agreement of the County and Developer, not to be unreasonably withheld, subject to prior written approval by HUD (if required) and provided that all amendments must be in writing and signed by both parties and that no amendment shall impair the obligations of the County or Developer to develop and operate the RAD Units in accordance with all applicable RAD Requirements and the ground leases, as applicable. This Agreement may not be altered, modified, rescinded, or extended orally.

41. Waivers.

The failure of any party to insist in any one or more cases upon the strict performance of any of the obligations under this Agreement or to exercise any right or remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such obligation, right or remedy. No waiver by any party of any provision of this Agreement shall be deemed to have been made unless set forth in writing and signed by the party to be charged.

42. Successors.

The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the Parties hereto, their successors and assigns.

43. Certain Approvals and Reasonableness Standard.

Unless otherwise stated, all approvals or consents required of either party hereunder shall not be unreasonably withheld, conditioned or delayed and each party shall endeavor to act reasonably with respect to activities under this Agreement.

44. Headings.

The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

45. Construction.

Whenever in this Agreement a pronoun is used, it shall be construed to represent either the singular or the plural, either the masculine or the feminine, as the case shall demand.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed this _____ day of _____, _____.

RUDG, LLC

By: _____

Name: Tony Del Pozzo
Vice President

Title: _____

Date: _____

Attest: _____
Authorized Person OR Notary Public

Print Name: Vanessa Piloto

Title: Notary Public

Date: 1/7/25

~~Corporate Seal OR Notary Seal/Stamp~~

VANESSA PILOTO
MY COMMISSION # HH 213353
EXPIRES: February 18, 2026

MIAMI-DADE COUNTY

By: _____

Name: _____

Title: _____

Date: _____

Attest: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

By: _____
(Deputy Clerk Signature)

Print Name: _____

Date: _____

Approved for form and legal sufficiency:

_____
Terrence A. Smith
Assistant County Attorney

Exhibit A-1

Preliminary Unit Amenities and Community Features

Preliminary Unit Amenities.

All units will feature the following amenities:

- Washer/Dryers
- Granite or comparable material for counter tops
- Dishwashers
- Refrigerators with ice makers
- HVAC/Smart Fans systems
- Tile flooring
- Electric water heaters

Preliminary Community Features.

The following Community Features / Common Areas will be provided:

- Community Room space
- Coworking space
- Fitness center
- Amenity deck with pool
- Wi-fi enabled resident lounge
- Professionally curated art throughout common areas and public spaces
- Gated entry with controlled access
- CPTED/Security cameras
- Dog washing station and dog walking areas
- Reserved parking for residents
- Private enclosed bike storage
- Open green spaces
- On-site property management
- Generators for community space

Exhibit A-2

Community Benefits Program

Job Residents and Community:

- Developer Section 3 – MBE/WBE/SBE
    - 25% of value of construction contracts to Section 3 or Minority-Owned firms
    - 20% of new hires as Section 3 eligible workers as local construction hiring
    - 20% of new hires as Section 3 eligible workers as local permanent hiring
- Job training and hiring program
    - Creation and implementation of Developer mentoring program

Resident Community and Supportive Services:

- Community Art Programs
- Health and Wellness Programs
- Financial Literacy Classes

Public Library

Inclusion of a 7,800 square foot space on the first floor for a public library to be administered and operated by the Miami Dade County Public Library System, subject to approval by the Miami-Dade County Public Library Department.

Exhibit B

Financial Benefits

(a) Developer Fee. The Developer agrees that the County shall earn a fee, to be structured in a manner reasonably acceptable to the parties, equal to 30%. The County's share of the Developer Fee will be pari-passu to the Developer's share and will be paid to the County on a pro rata basis as it is distributed to the Developer.

(b) Capitalized Lease Payment. With respect to the Ground Lease, the Developer agrees to pay a Lump Sum payment of 1,725,000.00. Which amount is calculated by multiplying the number of units (i.e., 345) times $5,000; provided, however, that in the event that this Development includes more than 345 units, the Capitalized Payment shall be adjusted on a unit for unit basis. This Capitalized Payment is set to be paid upon Financial Closing and its amount shall be reflected in the Ground Lease.

i. The Developer must close within 24 months after execution of Master Development Agreement (MDA) and Option to Lease, subject to ASPR approval by Miami-Dade County and RAD approval from the Department of Housing and Urban Development "HUD." If the Developer does not close within 24 months of MDA and Option to Ground Lease execution, Developer will be required to place 25% of the CGLP in escrow in order to receive a 6-month extension for closing. For each additional six-month extension the Developer will place an additional 25% of the CGLP in escrow. The amount(s) placed in escrow will be applied against the total CGLP due at closing and will be non-refundable at the end of each six-month extension period.

(d) Share of Revenues/ Net Cash Flow Participation. The Developer agrees that the County shall receive a share of revenue/net cash flow of 16%. This shall apply to revenues from all components of a project, including the non-RAD units. The share of revenues/net cash flow participation shall be received by the County from the Developer the first year of positive cash flow after full payment of any deferred developer fee, and through the termination date of the ground lease agreement, the County will receive annually 16% of all net distributable operating receipts characterized as net cash flow.

(e) County Residual Participation. Upon any sale, refinance, cash-out transaction, or resyndication of the Low Income Housing Tax Credits, involving the Developer's leasehold interests or properties, other than those in which the County is the purchasing entity, the County will receive 16% of the Developer

managing member's net proceeds from such transactions after debt, expenses, fees and agreed upon and customary offsets for repairs, approved operating loans to the project and other related costs (the "Net Proceeds").

(f) Davis-Bacon Compliance Review Fee. The Developer shall pay a $3,000 per month fee to HCD during the entire construction duration of the development for Davis-Bacon compliance review. The first payment shall be due 30 days after the construction of the development has begun. Failure to comply with Davis-Bacon wage rate or other federal required classification requirements will affect payments to the Developer (refer to Section 6, Payment Provisions). In addition, the County will assess the Developer up to a $500.00 daily penalty fee to cover reasonable administrative costs it incurs for managing issues associated with the Developer's, and/or its consultants, contractors or vendors, non-compliance with the applicable regulations. This includes, but is not limited to, compliance with Davis-Bacon wages and HUD Section 3 requirements. This fee will be assessed for all days starting on the date that the County notifies the Developer of non-compliance and will be assessed until the date that the issue is acknowledged in writing as being resolved either by the County or Developer.

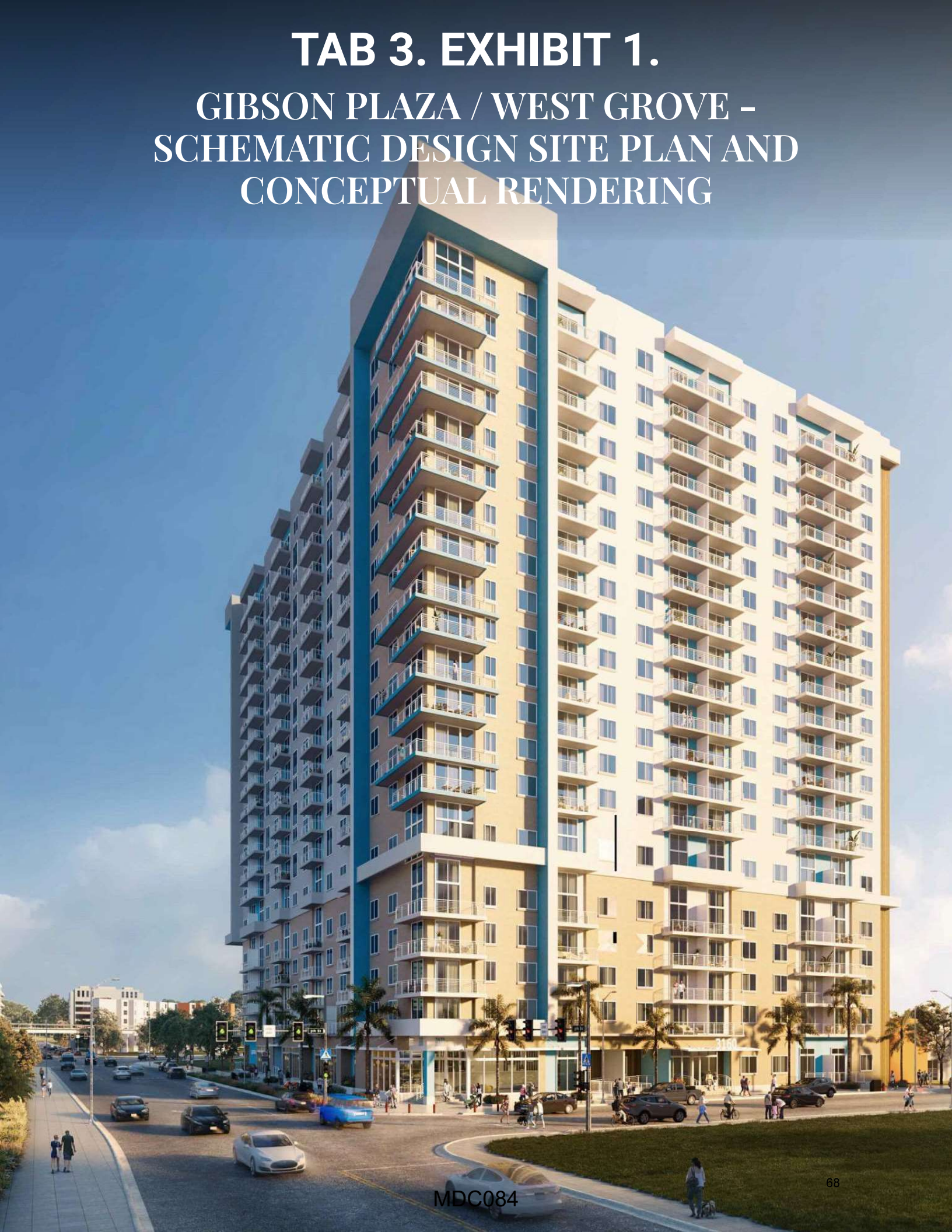
(g) Other Payments – Asset Management Fee and Stabilization Fee. There will be an Asset Management Fee of $25,000 annually after the first year of Stabilization. In addition, there will also be a Stabilization Fee of $150,000 one-time fee due at conversion to permanent financing.

Exhibit C

Site Plan, Renderings and Perspectives – Gallery in the Grove

TAB 3. EXHIBIT 1.

GIBSON PLAZA / WEST GROVE – SCHEMATIC DESIGN SITE PLAN AND CONCEPTUAL RENDERING



GALLERY IN THE GROVE

MIAMI, FLORIDA

PROJECT TEAM

DEVELOPER:

RELATED URBAN DEVELOPMENT GROUP

2850 TIGERTAIL AVE, SUITE 800
MIAMI, FL 33133
TEL. (305) 460-9900

ARCHITECTURE:

COHEN FREEDMAN ENCINOSA & ASSOCIATES
ARCHITECTS, PA
lic. No. AA C 000779
8085 NW 155TH STREET
MIAMI-LAKES, FL 33016
P:305.826.3999 F:305.826.4155
www.cfearchitects.com

INDEX OF SHEETS

ARCHITECTURE

A.0	COVER SHEET
SP.1	SITE PLAN
A2.0	GROUND LEVEL PLAN
A2.1	GARAGE LEVEL 2-5
A2.2	GARAGE LEVEL 6
A2.3	7TH-20TH LEVEL PLAN
A3.0	BUILDING SECTION
A4.0	BUILDING RENDERINGS
A4.1	BUILDING RENDERINGS
A4.2	BUILDING RENDERINGS

STIRRUP PLAZA

RELATED URBAN

PHASE 1:

LIBRARY: 7,800 S.F.
WELLNESS CENTER: 5,500 S.F.

SOUTH TOWER:

RESIDENTIAL: 345 UNITS
NET RENTABLE: 248,265 S.F.
RETAIL: 0 S.F.

PROJECT UNIT MIX:

STUDIO	1B/1B	2B/2B	3B/2B	TOTAL
36	163	146	-	345
10.44%	47.25%	42.32%	-	100%

UNIT BREAKDOWN

UNIT TYPE	S.F.	1st	2nd-5th	6th	7th-20th	TOTAL UNITS	NET SALEABLE
UNIT S1 (STUDIO)	490	-	2x4L=8		2x14L=28	36	17,640
UNIT A1 (1BD/1BA)	605	2	7x4L=28	7	7x14L=98	135	81,675
UNIT A2 (1BD/1BA)	615	-	-		2X14L=28	28	17,220
UNIT B1 (2BD/2BA)	900	-	3x4L=12	3	7x14L=98	113	101,700
UNIT B2 (2BD/2BA)	910	-	1x4L=4	1	2x14L=28	33	30,030
UNIT C1 (3BD/2BA)	1195	-	-		-	-	-
	TOTAL	2	52	11	280	345	248,265

AVERAGE S.F./UNIT: 719 S.F.

PARKING PROVIDED:

GRADE	8
LEVEL 1	15
LEVEL 2	65
LEVEL 3	65
LEVEL 4	65
LEVEL 5	85
TOTAL	303

LOADING PROVIDED:

2 LOADING BAYS (12' x 35')

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305-826-3999

DESIGN REVIEW
GALLERY IN THE GROVE
3160/3170 MUNDY ST, MIAMI, FLORIDA
COVER SHEET

drawn by: LF/SP/JG/AB/NS
date: 06/01/2023
sheet no: A0.0

MDC085

COHEN · FREEDMAN · ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305.826.3999

DESIGN REVIEW
GALLERY IN THE GROVE
3160/3170 MUNDY ST, MIAMI, FLORIDA
LEVEL 1-GROUND FLOOR

A2.0

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DESIGN REVIEW
GALLERY IN THE GROVE
3160/3170 MUNDY ST, MIAMI, FLORIDA
LEVELS 2-5-GARAGE LEVEL

06-07-2023

A2.1

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DESIGN REVIEW
GALLERY IN THE GROVE
3160/3170 MUNDY ST, MIAMI, FLORIDA
LEVELS 6-20-TYPICAL FLOOR

A2.2

SCALE: n.t.s.

LEVELS: 6

6TH LEVEL

N

MUNDY STR

PHASE 2
PHASE 1

EXISTING BUILDING
TO REMAIN

WELLNESS CENTER
5,500 S.F.

AMENITY DECK
POOL

DAY AVENUE
(50' PUBLIC RIGHT-OF-WAY)

5' SIDEWALK

PHASE 2
PHASE 1

DOUGLAS ROAD
(70' PUBLIC RIGHT-OF-WAY)

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Architects, PA
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DESIGN REVIEW
GALLERY IN THE GROVE
3160/3170 MUNDY ST, MIAMI, FLORIDA
LEVELS 6-20-TYPICAL FLOOR
A2.3
06/07/2023
TOWER LEVELS
SCALE: n.t.s.
LEVELS: 7-20
N
MUNDY STR
PHASE 2
PHASE 1
EXISTING BUILDING
TO REMAIN
WELLNESS
CENTER
5,500 S.F.
AMENITY DECK
BELOW
POOL
(50' PUBLIC RIGHT-OF-WAY)
DAY AVENUE
5' SIDEWALK
PHASE 2
PHASE 1
DOUGLAS ROAD
(70' PUBLIC RIGHT-OF-WAY)

COHEN · FREEDMAN · ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305.826.3999

DESIGN REVIEW

GALLERY IN THE GROVE

3160/3170 MUNDY ST, MIAMI, FLORIDA

BUILDING SECTIONS

A3.0

SECTION AA

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DESIGN REVIEW
GALLERY IN THE GROVE
3160/3170 MUNDY ST, MIAMI, FLORIDA
BUILDING RENDERINGS

A4.0

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DESIGN REVIEW
GALLERY IN THE GROVE
3160/3170 MUNDY ST, MIAMI, FLORIDA
BUILDING RENDERINGS

A4.1

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DESIGN REVIEW
GALLERY IN THE GROVE
3160/3170 MUNDY ST, MIAMI, FLORIDA
BUILDING RENDERINGS

A4.2

COHEN · FREEDMAN · ENCINOSA & ASSOC.
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DESIGN REVIEW
GALLERY IN THE GROVE
3160/3170 MUNDY ST, MIAMI, FLORIDA
BUILDING RENDERINGS

A4.3

Exhibit D

Development Budget/Pro Forma

Gallery in the Grove
EXECUTIVE SUMMARY

Address	3160 Mundy Street
Total Units	345

SOURCES	Construction Source of Funds	Per Unit	Permanent Source of Funds	Per Unit
Tax Credit Equity	6,416,788	18,599	21,389,293	61,998
Tax-Exempt First Mortgage:	102,500,000	297,101	102,500,000	297,101
Taxable First Mortgage:	14,500,000	42,029	-	-
Developer Equity	3,250,000	9,420	3,250,000	9,420
Deferred Developer Fee	21,331,832	61,831	20,859,327	60,462
TOTAL	**147,998,620**	**428,982**	**147,998,620**	**428,982**

USES	Program		Total	Per Unit
Acquisition				
Acquisition Costs			1,207,500	3,500
Construction				
Residential Construction:			64,860,000	188,000
Parking			8,721,000	25,278
Library Buildout:			925,000	2,681
Amenities Package			2,000,000	5,797
GC Fees	14%		10,710,840	31,046
Hard Cost Contingency	5%		4,360,842	12,640
Demolition / Environmental Abatement			240,000	696
Total Construction Costs			**91,817,682**	**266,138**
Soft Costs				
Accountant Cost Cert:			50,000	145
Third Party (Appraisal, Inspections, Surveys, Geotech, etc.)			877,500	2,543
Builder's Risk & General Liability Insurance / P&P Bonds			2,893,282	8,386
Architectural & Engineering			1,880,000	5,449
Permits & Municipal Fees			2,160,274	6,262
Other Development Soft Costs			4,919,280	14,259
Legal Fees			465,000	1,348
Financing Costs - Issuance & Origination			2,977,800	8,631
Equity Syndication Costs			395,656	1,147
Lease-Up & Operating Deficit Reserve			1,769,284	5,128
Interest Reserve:			13,759,200	39,882
Soft Cost Contingency	5%		830,940	2,409
Total Soft Costs			32,978,217	95,589
TOTAL COSTS before Developer Fee			**126,003,398**	**365,227**
Developer Fee	18%		21,995,221	63,754
TOTAL COSTS			**147,998,620**	**428,982**

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	Per Unit	Per SF	DEVELOPMENT BUDGET	ELIGIBLE BASIS		
				Acquisition	Construction	Ineligible
Acquisition Costs						
Capitalized Ground Lease Payment:	3,500		1,207,500			1,207,500
			1,207,500			
Construction Costs						
Residential Construction:	188,000		64,860,000		64,860,000	
323 Parking Spaces:	27,000		8,721,000		8,721,000	
Amenities Package			2,000,000		2,000,000	
Library Buildout:			925,000		925,000	
Residential Construction Subtotal:	221,757		**76,506,000**			
General Requirements:	6.00%		4,590,360		4,590,360	
Overhead:	2.00%		1,530,120		1,530,120	
Profit:	6.00%		4,590,360		4,590,360	
Subtotal GC Contract:	252,802		**87,216,840**			
Hard Cost Contingency:	5%		4,360,842		4,360,842	
Pre-Development Costs						
Demolition / Environmental Abatement			240,000			240,000
Total Construction Costs	266,138		**91,817,682**			
Accountant Cost Cert:			50,000		50,000	
Appraisal:			15,000		15,000	
Market Study:			15,000		15,000	
Environmental (ESA)			3,000		3,000	
Physical Needs Assessment/PCR:			15,000		15,000	
Geotechnical Reports			21,000		21,000	
Architect - Design	4,000		1,380,000		1,380,000	
Architect - Reimbursables & Other			30,000		30,000	
UFAS Architect			20,000		20,000	
Interior Design			250,000		250,000	
FF&E			1,000,000		1,000,000	
Civil Engineering			125,000		125,000	
Landscape Architect			75,000		75,000	
FAA/MDAD Application			2,000		2,000	
Material Testing & Inspections			670,000		670,000	
Pool Consultant			40,000		40,000	
Other Engineering:			103,500		103,500	
Survey:			35,000		35,000	
Title Costs:	0.50%		382,530		382,530	
Permit Expediting			40,000		40,000	
Green Building Certification			75,000		75,000	
Lender Inspection Fees:			150,000		150,000	
Marketing:			250,000			250,000
Builders Risk			1,514,992		1,514,992	
Liability Insurance	1.00%		872,168		872,168	
P&P Bonds			506,122		506,122	
Permits			500,000		500,000	
Utility Connection Fees			759,119		759,119	
Miami-Dade County Art in Public Places	1.50%		1,386,969		1,386,969	
Impact Fees			1,660,274		1,660,274	
Utility Connection Charges			20,663		20,663	
Tenant Relocation	3,000		195,000			195,000
Site Security			150,000		150,000	
FPL Lines - Underground			200,000		200,000	
Utility Relocation			150,000		150,000	
Davis-Bacon Monitoring Fees	3,000		108,000		108,000	
Reproduction & Misc. Admin Costs			10,000		10,000	
Subtotal:			**12,780,337**			
Developer Legal Costs						
Bond Counsel:			75,000			75,000
Borrowers Counsel			125,000			125,000
HUD Counsel:			40,000			40,000
Zoning / Other:			25,000			25,000
Subtotal:			**265,000**			

	Per Unit	Per SF	DEVELOPMENT BUDGET	ELIGIBLE BASIS	
Financing Costs					
Documentary Stamps/Recording Fees			25,000		25,000
Construction Loan Origination Fees:	0.50%		585,000	351,000	234,000
Perm Loan Origination Fees:	0.50%		512,500		512,500
Freddie Mac Standby Fee:	0.15%		461,250		461,250
Freddie Mac Application Fee:	0.10%		102,500		102,500
Perm. Loan: Lender Processing Fee:			1,500		1,500
Perm. Loan: Conversions Fee:			10,000		10,000
Misc Loan Fees			5,000		5,000
Issuer Origination Fees:	0.25%		1,025,000		1,025,000
Underwriter Fees:			35,000		35,000
Trustee Acceptance Fee:			14,000		14,000
Issuer Compliance Fee	30		31,050		31,050
HFA Financial Advisor			75,000		75,000
HFA Placement Agent			50,000		50,000
RAD Financial Advisor			45,000		45,000
Subtotal:			**2,977,800**		
Financing Legal Costs					
Lender Counsel:			150,000		150,000
County Attorney Fee			10,000		10,000
Trustee Counsel:			15,000		15,000
Other Legal:			25,000		25,000
Subtotal:			**200,000**		
Equity Syndication Costs					
Up-Front LIHTC Admin Fees:	9%		202,656		202,656
LIHTC Application Fees:			3,000		3,000
FHFC Credit Underwriting Fee			15,000		15,000
FHFC Compliance Fee:			175,000		175,000
Subtotal:			**395,656**		
Reserves and Escrows					
Replacement Reserve:	300		103,500		103,500
Operating Deficit Reserve	3		1,015,784		1,015,784
Lease-Up Reserve			650,000		650,000
Construction Interest Reserve (Floating):	7.00%		13,759,200	8,255,520	5,503,680
Subtotal:			**15,528,484**		
Soft Cost Contingency	5%		830,940	634,317	196,623
Developer Fee			21,995,221	21,995,221	
Total Development Budget			**147,998,620**	**135,149,078**	**12,849,543**

LIHTC EQUITY CALCULATION			
			Totals
Basis Boost:		40,544,723	40,544,723
Total Eligible Basis:	0	175,693,801	175,693,801
Applicable Fraction:	~~32.04%~~	32.04%	
Total Qualified Basis:	0	56,293,243	56,293,243
LIHTC Value Factor:	4.00%	4.00%	
Annual LIHTC Allocation:	0	2,251,730	**2,251,730**
LP Investor Interest:	99.99%	99.99%	
LIHTC Price per $1:	$0.95	$0.95	
Calculated LIHTC Equity Raise:	0	21,389,293	**21,389,293**
Actual LIHTC Equity Raise:			**21,389,293**

SCHEDULE OF FORECASTED BASE-YEAR REVENUES AND EXPENSES

Project: Gallery in the Grove
Project County: Miami Dade

RENT CALCULATIONS

	Income Level Served	Number of BRs	Unit Size in SF	Number of Units	Gross AMI/ PBV / PH Rent	Utility Allow	Net Rent	Current Mkt. Rent	Base Pro Forma Rent	Monthly Pro Forma Rent	Total Sqft
LIHTC/FC	50%	0	490 SF	36	546	48	498	2,600	498	17,928	17,640
LIHTC/FC	50%	1	605 SF	10	784	62	722	3,100	722	7,220	6,050
LIHTC/PBV	50%	1	605 SF	30	1,700	62	1,638	3,100	1,638	49,140	18,150
LIHTC/PBV	60%	1	605 SF	35	1,700	62	1,638	3,100	1,638	57,330	21,175
	80%	1	605 SF	27	1,549	62	1,487	3,100	1,487	40,149	16,335
	140%	1	605 SF	10	2,710	-	2,710	3,100	2,710	27,100	6,050
	MKT	1	605 SF	51	-	-	-	3,100	3,100	158,100	30,855
	140%	2	900 SF	25	3,251	-	3,251	4,500	3,251	81,275	22,500
	MKT	2	900 SF	121	-	-	-	4,500	4,500	544,500	108,900
				345			280,142			982,742	247,655

ANNUAL OPERATING		UNTRENDED Annual	Annual Rents / Unit(s)
Affordable Rent		$ 2,061,204	$ 5,975
Market & Workforce Rent		9,731,700	28,208
Parking Income		186,048	539
Tenant Storage		76,800	1,302
Miscellaneous Revenue		103,500	300
Gross Potential Income		**$ 12,159,252**	**$ 35,244**
Affordable Vacancy:	5.0%	105,949	307
Market & Workforce Vacancy:	5.0%	492,712	1,428
Parking (Income) Vaccancy:	5.0%	9,302	27
EFFECTIVE GROSS INCOME (EGI)		**$ 11,551,289**	**$ 33,482**
General & Administrative		103,500	300
Payroll		483,000	1,400
Utilities		310,500	900
Marketing		172,500	500
Maintenance & repairs		207,000	600
Service contracts		103,500	300
Management Fee	3.0%	346,539	1,004
Professional Expenses		34,500	100
Subtotal - Controllable		1,761,039	5,104
Real Estate Taxes		562,350	1,630
Property and Liability Ins.		517,500	1,500
Subtotal - Taxes & Insurance		1,079,850	3,130
Total Annual Operating Expenses & Reserves		**2,840,889**	**8,234**
Replacement Reserve Deposits		103,500	300
Issuer Servicing Fee		256,250	743
NET OPERATING INCOME (LOSS)		**8,350,651**	**24,205**

OPERATING PROFORMA - Gallery in the Grove

		Stabilized Year 1	Stabilized Year 2	Stabilized Year 3	Stabilized Year 4	Stabilized Year 5	Stabilized Year 6	Stabilized Year 7	Stabilized Year 8	Stabilized Year 9	Stabilized Year 10	Stabilized Year 11
Revenue												
Rental Income												
Affordable Rent	2.0%	2,165,815	2,209,132	2,253,314	2,298,380	2,344,348	2,391,235	2,439,060	2,487,841	2,537,598	2,588,350	2,640,117
Market & Wkfc Rent	3.0%	10,225,608	10,532,376	10,848,348	11,173,798	11,509,012	11,854,282	12,209,911	12,576,208	12,953,494	13,342,099	13,742,362
Total Rent Revenue		12,391,423	12,741,508	13,101,662	13,472,178	13,853,360	14,245,517	14,648,971	15,064,049	15,491,092	15,930,449	16,382,479
Rent Loss												
Affordable Vacancy:	5.0%	111,326	113,552	115,823	118,140	120,503	122,913	125,371	127,878	130,436	133,045	135,706
Market & Workforce Vacancy:	5.0%	517,718	533,185	549,115	565,521	582,419	599,822	617,745	636,205	655,217	674,798	694,965
Parking Vacancy:	5.0%	9,775	9,970	10,169	10,373	10,580	10,792	11,008	11,228	11,452	11,681	11,915
Total Rent Loss		638,818	656,707	675,108	694,034	713,502	733,526	754,124	775,311	797,106	819,524	842,586
Other Revenue												
Parking	2.0%	195,490	199,400	203,388	207,456	211,605	215,837	220,154	224,557	229,048	233,629	238,302
Tenant Storage	2.0%	80,698	82,312	83,958	85,637	87,350	89,097	90,879	92,696	94,550	96,441	98,370
Miscellaneous Revenue	2.0%	108,753	110,928	113,146	115,409	117,718	120,072	122,473	124,923	127,421	129,970	132,569
Total Other Revenue		384,941	392,640	400,493	408,503	416,673	425,006	433,506	442,176	451,020	460,040	469,241
Effective Gross Income		**12,137,546**	**12,477,440**	**12,827,047**	**13,186,647**	**13,556,531**	**13,936,997**	**14,328,353**	**14,730,914**	**15,145,006**	**15,570,965**	**16,009,134**
Expenses												
General & Administrative	3.0%	111,438	114,781	118,225	121,771	125,424	129,187	133,063	137,055	141,166	145,401	149,763
Payroll	3.0%	520,044	535,645	551,715	568,266	585,314	602,874	620,960	639,589	658,776	678,540	698,896
Utilities	3.0%	334,314	344,344	354,674	365,314	376,273	387,562	399,188	411,164	423,499	436,204	449,290
Marketing	3.0%	185,730	191,302	197,041	202,952	209,041	215,312	221,771	228,425	235,277	242,336	249,606
Maintenance & repairs	3.0%	222,876	229,562	236,449	243,543	250,849	258,374	266,126	274,109	282,333	290,803	299,527
Service contracts	3.0%	111,438	114,781	118,225	121,771	125,424	129,187	133,063	137,055	141,166	145,401	149,763
Management Fee	3.0%	364,126	374,323	384,811	395,599	406,696	418,110	429,851	441,927	454,350	467,129	480,274
Professional Expenses	3.0%	37,146	38,260	39,408	40,590	41,808	43,062	44,354	45,685	47,055	48,467	49,921
Real Estate Taxes	3.0%	605,480	623,644	642,354	661,624	681,473	701,917	722,975	744,664	767,004	790,014	813,714
Insurance	3.0%	557,190	573,906	591,123	608,857	627,122	645,936	665,314	685,274	705,832	727,007	748,817
Total Cost of Operations		3,049,783	3,140,549	3,234,024	3,330,289	3,429,426	3,531,522	3,636,665	3,744,946	3,856,459	3,971,301	4,089,572
Replacement Reserve Deposits	3.0%	103,500	106,605	109,803	113,097	116,490	119,985	123,584	127,292	131,111	135,044	139,095
Issuer Servicing Fee	0.25%	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250
Net Operating Income		**8,728,013**	**8,974,036**	**9,226,969**	**9,487,011**	**9,754,365**	**10,029,241**	**10,311,854**	**10,602,426**	**10,901,186**	**11,208,369**	**11,524,217**
Debt Service - Hard	Rate											
Interest Payments (Tax-Exempt)	6.22%	6,358,627	6,320,315	6,279,552	6,236,179	6,190,031	6,140,929	6,088,684	6,033,095	5,973,948	5,911,016	5,844,056
Principal Payments (Tax-Exempt)		598,575	636,887	677,650	721,023	767,171	816,273	868,518	924,107	983,254	1,046,186	1,113,147
Total First Mortgage Debt Service:		**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**
Net Operating Cash Flow		**1,770,811**	**2,016,834**	**2,269,767**	**2,529,809**	**2,797,163**	**3,072,038**	**3,354,651**	**3,645,224**	**3,943,984**	**4,251,167**	**4,567,015**
Deferred Developer Fee Balance		19,470,878	17,705,217	15,693,688	13,429,384	10,905,203	8,113,837	5,047,769	1,699,267	-	-	-
LP Asset Management Fee	3.0%	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524	6,720	6,921
Project Deferred Developer Fee:	70.0%	1,235,963	1,408,071	1,585,012	1,766,927	1,953,956	2,146,248	2,343,951	1,189,487	-	-	-
Partner Share of Deferred Developer Fee:	30.0%	529,698	603,459	679,291	757,254	837,410	919,820	1,004,551	509,780	-	-	-
Cash Flow After Developer Fee		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,939,624**	**3,937,460**	**4,244,447**	**4,560,094**

MDC100

OPERATING PROFORMA - Gallery in the Grove

		Stabilized Year 12	Stabilized Year 13	Stabilized Year 14	Stabilized Year 15	Stabilized Year 16	Stabilized Year 17	Stabilized Year 18	Stabilized Year 19	Stabilized Year 20	Stabilized Year 21	Stabilized Year 22
Revenue												
Rental Income												
Affordable Rent	2.0%	2,692,919	2,746,777	2,801,713	2,857,747	2,914,902	2,973,200	3,032,664	3,093,317	3,155,184	3,218,288	3,282,653
Market & Wkfc Rent	3.0%	14,154,633	14,579,272	15,016,650	15,467,150	15,931,164	16,409,099	16,901,372	17,408,413	17,930,666	18,468,586	19,022,643
Total Rent Revenue		16,847,552	17,326,049	17,818,363	18,324,897	18,846,066	19,382,299	19,934,036	20,501,731	21,085,849	21,686,873	22,305,296
Rent Loss												
Affordable Vacancy:	5.0%	138,420	141,188	144,012	146,892	149,830	152,826	155,883	159,001	162,181	165,424	168,733
Market & Workforce Vacancy:	5.0%	715,736	737,128	759,160	781,852	805,222	829,292	854,083	879,615	905,911	932,995	960,889
Parking Vacancy:	5.0%	12,153	12,396	12,644	12,897	13,155	13,418	13,687	13,960	14,240	14,524	14,815
Total Rent Loss		866,309	890,712	915,816	941,641	968,207	995,537	1,023,652	1,052,576	1,082,332	1,112,944	1,144,437
Other Revenue												
Parking	2.0%	243,068	247,929	252,888	257,945	263,104	268,366	273,734	279,208	284,793	290,488	296,298
Tenant Storage	2.0%	100,338	102,344	104,391	106,479	108,609	110,781	112,996	115,256	117,561	119,913	122,311
Miscellaneous Revenue	2.0%	135,221	137,925	140,683	143,497	146,367	149,294	152,280	155,326	158,432	161,601	164,833
Total Other Revenue		478,626	488,198	497,962	507,922	518,080	528,442	539,010	549,791	560,786	572,002	583,442
Effective Gross Income		**16,459,869**	**16,923,535**	**17,400,509**	**17,891,178**	**18,395,939**	**18,915,204**	**19,449,394**	**19,998,945**	**20,564,304**	**21,145,932**	**21,744,302**
Expenses												
General & Administrative	3.0%	154,256	158,884	163,650	168,560	173,617	178,825	184,190	189,716	195,407	201,269	207,308
Payroll	3.0%	719,863	741,459	763,702	786,613	810,212	834,518	859,554	885,340	911,901	939,258	967,435
Utilities	3.0%	462,769	476,652	490,951	505,680	520,850	536,476	552,570	569,147	586,222	603,808	621,923
Marketing	3.0%	257,094	264,807	272,751	280,933	289,361	298,042	306,983	316,193	325,679	335,449	345,513
Maintenance & repairs	3.0%	308,513	317,768	327,301	337,120	347,234	357,651	368,380	379,432	390,815	402,539	414,615
Service contracts	3.0%	154,256	158,884	163,650	168,560	173,617	178,825	184,190	189,716	195,407	201,269	207,308
Management Fee	3.0%	493,796	507,706	522,015	536,735	551,878	567,456	583,482	599,968	616,929	634,378	652,329
Professional Expenses	3.0%	51,419	52,961	54,550	56,187	57,872	59,608	61,397	63,239	65,136	67,090	69,103
Real Estate Taxes	3.0%	838,126	863,270	889,168	915,843	943,318	971,618	1,000,766	1,030,789	1,061,713	1,093,564	1,126,371
Insurance	3.0%	771,281	794,420	818,252	842,800	868,084	894,127	920,950	948,579	977,036	1,006,347	1,036,538
Total Cost of Operations		4,211,373	4,336,810	4,465,992	4,599,032	4,736,043	4,877,146	5,022,463	5,172,119	5,326,244	5,484,972	5,648,441
Replacement Reserve Deposits	3.0%	143,268	147,566	151,993	156,553	161,250	166,087	171,070	176,202	181,488	186,933	192,540
Issuer Servicing Fee	0.25%	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250
Net Operating Income		**11,848,978**	**12,182,909**	**12,526,274**	**12,879,343**	**13,242,396**	**13,615,720**	**13,999,612**	**14,394,375**	**14,800,322**	**15,217,777**	**15,647,070**
Debt Service - Hard	Rate											
Interest Payments (Tax-Exempt)	6.22%	5,772,809	5,697,003	5,616,345	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525
Principal Payments (Tax-Exempt)		1,184,393	1,260,199	1,340,857	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677
Total First Mortgage Debt Service:		**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**
Net Operating Cash Flow		**4,891,776**	**5,225,707**	**5,569,071**	**5,922,141**	6,285,194	6,658,518	7,042,410	7,437,173	7,843,120	8,260,575	8,689,868
Deferred Developer Fee Balance		-	-	-	-	-	-	-	-	-	-	-
LP Asset Management Fee	3.0%	7,129	7,343	7,563	7,790	-	-	-	-	-	-	-
Project Deferred Developer Fee:	70.0%	-	-	-	-	-	-	-	-	-	-	-
Partner Share of Deferred Developer Fee:	30.0%	-	-	-	-	-	-	-	-	-	-	-
Cash Flow After Developer Fee		**4,884,647**	**5,218,364**	**5,561,509**	**5,914,351**	**6,285,194**	**6,658,518**	**7,042,410**	**7,437,173**	**7,843,120**	**8,260,575**	**8,689,868**

MDC101

OPERATING PROFORMA - Gallery in the Grove

		Stabilized Year 23	Stabilized Year 24	Stabilized Year 25	Stabilized Year 26	Stabilized Year 27	Stabilized Year 28	Stabilized Year 29	Stabilized Year 30	Stabilized Year 31	Stabilized Year 32	Stabilized Year 33
Revenue												
Rental Income												
Affordable Rent	2.0%	3,348,306	3,415,272	3,483,578	3,553,249	3,624,314	3,696,801	3,770,737	3,846,151	3,923,075	4,001,536	4,081,567
Market & Wkfc Rent	3.0%	19,593,322	20,181,122	20,786,556	21,410,152	22,052,457	22,714,031	23,395,452	24,097,315	24,820,235	25,564,842	26,331,787
Total Rent Revenue		22,941,629	23,596,395	24,270,134	24,963,402	25,676,771	26,410,831	27,166,188	27,943,467	28,743,309	29,566,378	30,413,354
Rent Loss												
Affordable Vacancy:	5.0%	172,107	175,550	179,061	182,642	186,295	190,021	193,821	197,697	201,651	205,684	209,798
Market & Workforce Vacancy:	5.0%	989,618	1,019,207	1,049,682	1,081,069	1,113,395	1,146,690	1,180,980	1,216,298	1,252,672	1,290,136	1,328,721
Parking Vacancy:	5.0%	15,111	15,413	15,722	16,036	16,357	16,684	17,018	17,358	17,705	18,059	18,420
Total Rent Loss		1,176,837	1,210,170	1,244,464	1,279,747	1,316,047	1,353,394	1,391,819	1,431,353	1,472,029	1,513,880	1,556,940
Other Revenue												
Parking	2.0%	302,224	308,269	314,434	320,723	327,137	333,680	340,354	347,161	354,104	361,186	368,410
Tenant Storage	2.0%	124,757	127,252	129,797	132,393	135,041	137,742	140,497	143,307	146,173	149,096	152,078
Miscellaneous Revenue	2.0%	168,130	171,492	174,922	178,421	181,989	185,629	189,341	193,128	196,991	200,931	204,949
Total Other Revenue		595,111	607,013	619,154	631,537	644,167	657,051	670,192	683,596	697,267	711,213	725,437
Effective Gross Income		**22,359,903**	**22,993,237**	**23,644,823**	**24,315,192**	**25,004,892**	**25,714,488**	**26,444,561**	**27,195,709**	**27,968,548**	**28,763,711**	**29,581,851**
Expenses												
General & Administrative	3.0%	213,527	219,933	226,531	233,326	240,326	247,536	254,962	262,611	270,489	278,604	286,962
Payroll	3.0%	996,458	1,026,352	1,057,143	1,088,857	1,121,523	1,155,168	1,189,823	1,225,518	1,262,284	1,300,152	1,339,157
Utilities	3.0%	640,580	659,798	679,592	699,979	720,979	742,608	764,886	787,833	811,468	835,812	860,886
Marketing	3.0%	355,878	366,554	377,551	388,877	400,544	412,560	424,937	437,685	450,816	464,340	478,270
Maintenance & repairs	3.0%	427,054	439,865	453,061	466,653	480,653	495,072	509,924	525,222	540,979	557,208	573,924
Service contracts	3.0%	213,527	219,933	226,531	233,326	240,326	247,536	254,962	262,611	270,489	278,604	286,962
Management Fee	3.0%	670,797	689,797	709,345	729,456	750,147	771,435	793,337	815,871	839,056	862,911	887,456
Professional Expenses	3.0%	71,176	73,311	75,510	77,775	80,109	82,512	84,987	87,537	90,163	92,868	95,654
Real Estate Taxes	3.0%	1,160,162	1,194,967	1,230,816	1,267,741	1,305,773	1,344,946	1,385,294	1,426,853	1,469,659	1,513,749	1,559,161
Insurance	3.0%	1,067,634	1,099,663	1,132,653	1,166,632	1,201,631	1,237,680	1,274,811	1,313,055	1,352,447	1,393,020	1,434,811
Total Cost of Operations		5,816,793	5,990,172	6,168,731	6,352,624	6,542,010	6,737,054	6,937,925	7,144,797	7,357,850	7,577,268	7,803,243
Replacement Reserve Deposits	3.0%	198,317	204,266	210,394	216,706	223,207	229,903	236,801	243,905	251,222	258,758	266,521
Issuer Servicing Fee	0.25%	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250
Net Operating Income		**16,088,544**	**16,542,549**	**17,009,447**	**17,489,612**	**17,983,425**	**18,491,281**	**19,013,586**	**19,550,758**	**20,103,227**	**20,671,434**	**21,255,837**
Debt Service - Hard	Rate											
Interest Payments (Tax-Exempt)	6.22%	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525
Principal Payments (Tax-Exempt)		1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677
Total First Mortgage Debt Service:		**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**
Net Operating Cash Flow		9,131,341	9,585,347	10,052,245	10,532,410	11,026,223	11,534,079	12,056,384	12,593,556	13,146,024	13,714,232	14,298,635
Deferred Developer Fee Balance		-	-	-	-	-	-	-	-	-	-	-
LP Asset Management Fee	3.0%	-	-	-	-	-	-	-	-	-	-	-
Project Deferred Developer Fee:	70.0%	-	-	-	-	-	-	-	-	-	-	-
Partner Share of Deferred Developer Fee:	30.0%	-	-	-	-	-	-	-	-	-	-	-
Cash Flow After Developer Fee		**9,131,341**	**9,585,347**	**10,052,245**	**10,532,410**	**11,026,223**	**11,534,079**	**12,056,384**	**12,593,556**	**13,146,024**	**13,714,232**	**14,298,635**

OPERATING PROFORMA - Gallery in the Grove

		Stabilized Year 34	Stabilized Year 35	Stabilized Year 36	Stabilized Year 37	Stabilized Year 38	Stabilized Year 39	Stabilized Year 40	Stabilized Year 41	Stabilized Year 42	Stabilized Year 43	Stabilized Year 44
Revenue												
Rental Income												
Affordable Rent	2.0%	4,163,198	4,246,462	4,331,391	4,418,019	4,506,379	4,596,507	4,688,437	4,782,206	4,877,850	4,975,407	5,074,915
Market & Wkfc Rent	3.0%	27,121,741	27,935,393	28,773,455	29,636,658	30,525,758	31,441,531	32,384,777	33,356,320	34,357,009	35,387,720	36,449,351
Total Rent Revenue		31,284,939	32,181,855	33,104,846	34,054,677	35,032,137	36,038,038	37,073,214	38,138,526	39,234,860	40,363,127	41,524,267
Rent Loss												
Affordable Vacancy:	5.0%	213,994	218,274	222,639	227,092	231,634	236,267	240,992	245,812	250,728	255,743	260,857
Market & Workforce Vacancy:	5.0%	1,368,461	1,409,391	1,451,547	1,494,965	1,539,682	1,585,739	1,633,174	1,682,030	1,732,349	1,784,174	1,837,552
Parking Vacancy:	5.0%	18,789	19,165	19,548	19,939	20,338	20,744	21,159	21,583	22,014	22,454	22,904
Total Rent Loss		1,601,244	1,646,830	1,693,734	1,741,996	1,791,654	1,842,750	1,895,326	1,949,425	2,005,091	2,062,372	2,121,313
Other Revenue												
Parking	2.0%	375,778	383,293	390,959	398,778	406,754	414,889	423,187	431,651	440,284	449,089	458,071
Tenant Storage	2.0%	155,120	158,222	161,387	164,614	167,907	171,265	174,690	178,184	181,748	185,383	189,090
Miscellaneous Revenue	2.0%	209,048	213,229	217,494	221,844	226,281	230,806	235,422	240,131	244,933	249,832	254,829
Total Other Revenue		739,946	754,745	769,840	785,236	800,941	816,960	833,299	849,965	866,964	884,304	901,990
Effective Gross Income		**30,423,640**	**31,289,770**	**32,180,951**	**33,097,918**	**34,041,425**	**35,012,248**	**36,011,187**	**37,039,066**	**38,096,733**	**39,185,059**	**40,304,944**
Expenses												
General & Administrative	3.0%	295,571	304,438	313,571	322,978	332,668	342,648	352,927	363,515	374,421	385,653	397,223
Payroll	3.0%	1,379,331	1,420,711	1,463,333	1,507,233	1,552,450	1,599,023	1,646,994	1,696,404	1,747,296	1,799,715	1,853,706
Utilities	3.0%	886,713	913,314	940,714	968,935	998,003	1,027,943	1,058,782	1,090,545	1,123,262	1,156,959	1,191,668
Marketing	3.0%	492,618	507,397	522,619	538,297	554,446	571,080	588,212	605,858	624,034	642,755	662,038
Maintenance & repairs	3.0%	591,142	608,876	627,143	645,957	665,336	685,296	705,854	727,030	748,841	771,306	794,445
Service contracts	3.0%	295,571	304,438	313,571	322,978	332,668	342,648	352,927	363,515	374,421	385,653	397,223
Management Fee	3.0%	912,709	938,693	965,429	992,938	1,021,243	1,050,367	1,080,336	1,111,172	1,142,902	1,175,552	1,209,148
Professional Expenses	3.0%	98,524	101,479	104,524	107,659	110,889	114,216	117,642	121,172	124,807	128,551	132,408
Real Estate Taxes	3.0%	1,605,936	1,654,114	1,703,737	1,754,849	1,807,495	1,861,720	1,917,571	1,975,098	2,034,351	2,095,382	2,158,243
Insurance	3.0%	1,477,855	1,522,191	1,567,856	1,614,892	1,663,339	1,713,239	1,764,636	1,817,575	1,872,103	1,928,266	1,986,114
Total Cost of Operations		8,035,970	8,275,652	8,522,496	8,776,717	9,038,536	9,308,179	9,585,882	9,871,885	10,166,436	10,469,792	10,782,216
Replacement Reserve Deposits	3.0%	274,517	282,752	291,235	299,972	308,971	318,240	327,787	337,621	347,750	358,182	368,927
Issuer Servicing Fee	0.25%	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250
Net Operating Income		**21,856,903**	**22,475,115**	**23,110,970**	**23,764,979**	**24,437,668**	**25,129,578**	**25,841,268**	**26,573,311**	**27,326,297**	**28,100,835**	**28,897,550**
Debt Service - Hard	Rate											
Interest Payments (Tax-Exempt)	6.22%	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525
Principal Payments (Tax-Exempt)		1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677
Total First Mortgage Debt Service:		**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**
Net Operating Cash Flow		14,899,701	15,517,913	16,153,768	16,807,777	17,480,466	18,172,376	18,884,066	19,616,109	20,369,095	21,143,633	21,940,348
Deferred Developer Fee Balance		-	-	-	-	-	-	-	-	-	-	-
LP Asset Management Fee	3.0%	-	-	-	-	-	-	-	-	-	-	-
Project Deferred Developer Fee:	70.0%	-	-	-	-	-	-	-	-	-	-	-
Partner Share of Deferred Developer Fee:	30.0%	-	-	-	-	-	-	-	-	-	-	-
Cash Flow After Developer Fee		**14,899,701**	**15,517,913**	**16,153,768**	**16,807,777**	**17,480,466**	**18,172,376**	**18,884,066**	**19,616,109**	**20,369,095**	**21,143,633**	**21,940,348**

OPERATING PROFORMA - Gallery in the Grove

		Stabilized Year 45	Stabilized Year 46	Stabilized Year 47	Stabilized Year 48	Stabilized Year 49	Stabilized Year 50	Stabilized Year 51	Stabilized Year 52	Stabilized Year 53	Stabilized Year 54	Stabilized Year 55
Revenue												
Rental Income												
Affordable Rent	2.0%	5,176,414	5,279,942	5,385,541	5,493,251	5,603,116	5,715,179	5,829,482	5,946,072	6,064,993	6,186,293	6,310,019
Market & Wkfc Rent	3.0%	37,542,832	38,669,117	39,829,190	41,024,066	42,254,788	43,522,432	44,828,105	46,172,948	47,558,136	48,984,880	50,454,427
Total Rent Revenue		42,719,245	43,949,059	45,214,731	46,517,318	47,857,905	49,237,611	50,657,587	52,119,020	53,623,130	55,171,174	56,764,446
Rent Loss												
Affordable Vacancy:	5.0%	266,075	271,396	276,824	282,361	288,008	293,768	299,643	305,636	311,749	317,984	324,343
Market & Workforce Vacancy:	5.0%	1,892,528	1,949,149	2,007,467	2,067,531	2,129,394	2,193,109	2,258,732	2,326,321	2,395,934	2,467,632	2,541,477
Parking Vacancy:	5.0%	23,362	23,829	24,305	24,792	25,287	25,793	26,309	26,835	27,372	27,919	28,478
Total Rent Loss		2,181,964	2,244,374	2,308,596	2,374,683	2,442,689	2,512,670	2,584,684	2,658,792	2,735,055	2,813,535	2,894,298
Other Revenue												
Parking	2.0%	467,232	476,577	486,109	495,831	505,747	515,862	526,180	536,703	547,437	558,386	569,554
Tenant Storage	2.0%	192,872	196,729	200,664	204,677	208,771	212,946	217,205	221,549	225,980	230,500	235,110
Miscellaneous Revenue	2.0%	259,925	265,124	270,426	275,835	281,351	286,978	292,718	298,572	304,544	310,635	316,847
Total Other Revenue		920,030	938,430	957,199	976,343	995,870	1,015,787	1,036,103	1,056,825	1,077,961	1,099,521	1,121,511
Effective Gross Income		**41,457,311**	**42,643,114**	**43,863,333**	**45,118,977**	**46,411,085**	**47,740,728**	**49,109,005**	**50,517,052**	**51,966,036**	**53,457,160**	**54,991,659**
Expenses												
General & Administrative	3.0%	409,139	421,414	434,056	447,078	460,490	474,305	488,534	503,190	518,286	533,834	549,849
Payroll	3.0%	1,909,317	1,966,597	2,025,595	2,086,362	2,148,953	2,213,422	2,279,825	2,348,219	2,418,666	2,491,226	2,565,963
Utilities	3.0%	1,227,418	1,264,241	1,302,168	1,341,233	1,381,470	1,422,914	1,465,602	1,509,570	1,554,857	1,601,502	1,649,547
Marketing	3.0%	681,899	702,356	723,427	745,129	767,483	790,508	814,223	838,650	863,809	889,724	916,415
Maintenance & repairs	3.0%	818,279	842,827	868,112	894,155	920,980	948,609	977,068	1,006,380	1,036,571	1,067,668	1,099,698
Service contracts	3.0%	409,139	421,414	434,056	447,078	460,490	474,305	488,534	503,190	518,286	533,834	549,849
Management Fee	3.0%	1,243,719	1,279,293	1,315,900	1,353,569	1,392,333	1,432,222	1,473,270	1,515,512	1,558,981	1,603,715	1,649,750
Professional Expenses	3.0%	136,380	140,471	144,685	149,026	153,497	158,102	162,845	167,730	172,762	177,945	183,283
Real Estate Taxes	3.0%	2,222,991	2,289,680	2,358,371	2,429,122	2,501,996	2,577,056	2,654,367	2,733,998	2,816,018	2,900,499	2,987,514
Insurance	3.0%	2,045,697	2,107,068	2,170,280	2,235,388	2,302,450	2,371,523	2,442,669	2,515,949	2,591,428	2,669,171	2,749,246
Total Cost of Operations		11,103,979	11,435,361	11,776,649	12,128,141	12,490,141	12,862,965	13,246,936	13,642,387	14,049,663	14,469,117	14,901,114
Replacement Reserve Deposits	3.0%	379,995	391,395	403,137	415,231	427,688	440,519	453,734	467,346	481,367	495,808	510,682
Issuer Servicing Fee	0.25%	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250
Net Operating Income		**29,717,087**	**30,560,109**	**31,427,297**	**32,319,355**	**33,237,006**	**34,180,994**	**35,152,085**	**36,151,069**	**37,178,757**	**38,235,985**	**39,323,613**
Debt Service - Hard	Rate											
Interest Payments (Tax-Exempt)	6.22%	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525
Principal Payments (Tax-Exempt)		1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677
Total First Mortgage Debt Service:		**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**
Net Operating Cash Flow		22,759,885	23,602,906	24,470,095	25,362,153	26,279,804	27,223,792	28,194,883	29,193,867	30,221,555	31,278,783	32,366,411
Deferred Developer Fee Balance		-	-	-	-	-	-	-	-	-	-	-
LP Asset Management Fee	3.0%	-	-	-	-	-	-	-	-	-	-	-
Project Deferred Developer Fee:	70.0%	-	-	-	-	-	-	-	-	-	-	-
Partner Share of Deferred Developer Fee:	30.0%	-	-	-	-	-	-	-	-	-	-	-
Cash Flow After Developer Fee		**22,759,885**	**23,602,906**	**24,470,095**	**25,362,153**	**26,279,804**	**27,223,792**	**28,194,883**	**29,193,867**	**30,221,555**	**31,278,783**	**32,366,411**

MDC104

OPERATING PROFORMA - Gallery in the Grove

		Stabilized Year 56	Stabilized Year 57	Stabilized Year 58	Stabilized Year 59	Stabilized Year 60	Stabilized Year 61	Stabilized Year 62	Stabilized Year 63	Stabilized Year 64	Stabilized Year 65	Stabilized Year 66
Revenue												
Rental Income												
Affordable Rent	2.0%	6,436,220	6,564,944	6,696,243	6,830,168	6,966,771	7,106,106	7,248,229	7,393,193	7,541,057	7,691,878	7,845,716
Market & Wkfc Rent	3.0%	51,968,060	53,527,101	55,132,914	56,786,902	58,490,509	60,245,224	62,052,581	63,914,158	65,831,583	67,806,530	69,840,726
Total Rent Revenue		58,404,279	60,092,045	61,829,157	63,617,069	65,457,280	67,351,331	69,300,809	71,307,351	73,372,640	75,498,409	77,686,442
Rent Loss												
Affordable Vacancy:	5.0%	330,830	337,447	344,196	351,080	358,101	365,263	372,569	380,020	387,620	395,373	403,280
Market & Workforce Vacancy:	5.0%	2,617,533	2,695,868	2,776,549	2,859,646	2,945,233	3,033,383	3,124,173	3,217,683	3,313,994	3,413,189	3,515,356
Parking Vacancy:	5.0%	29,047	29,628	30,221	30,825	31,442	32,071	32,712	33,366	34,033	34,714	35,408
Total Rent Loss		2,977,411	3,062,943	3,150,966	3,241,551	3,334,776	3,430,717	3,529,454	3,631,069	3,735,647	3,843,276	3,954,045
Other Revenue												
Parking	2.0%	580,945	592,564	604,415	616,503	628,833	641,410	654,238	667,323	680,669	694,283	708,168
Tenant Storage	2.0%	239,812	244,608	249,501	254,491	259,580	264,772	270,067	275,469	280,978	286,598	292,330
Miscellaneous Revenue	2.0%	323,184	329,648	336,241	342,966	349,825	356,822	363,958	371,237	378,662	386,235	393,960
Total Other Revenue		1,143,941	1,166,820	1,190,156	1,213,960	1,238,239	1,263,004	1,288,264	1,314,029	1,340,309	1,367,116	1,394,458
Effective Gross Income		**56,570,809**	**58,195,922**	**59,868,348**	**61,589,478**	**63,360,743**	**65,183,617**	**67,059,619**	**68,990,311**	**70,977,302**	**73,022,248**	**75,126,855**
Expenses												
General & Administrative	3.0%	566,345	583,335	600,835	618,860	637,426	656,549	676,245	696,532	717,428	738,951	761,120
Payroll	3.0%	2,642,942	2,722,230	2,803,897	2,888,014	2,974,654	3,063,894	3,155,810	3,250,485	3,347,999	3,448,439	3,551,892
Utilities	3.0%	1,699,034	1,750,005	1,802,505	1,856,580	1,912,278	1,969,646	2,028,735	2,089,597	2,152,285	2,216,854	2,283,359
Marketing	3.0%	943,908	972,225	1,001,392	1,031,433	1,062,376	1,094,248	1,127,075	1,160,887	1,195,714	1,231,585	1,268,533
Maintenance & repairs	3.0%	1,132,689	1,166,670	1,201,670	1,237,720	1,274,852	1,313,097	1,352,490	1,393,065	1,434,857	1,477,903	1,522,240
Service contracts	3.0%	566,345	583,335	600,835	618,860	637,426	656,549	676,245	696,532	717,428	738,951	761,120
Management Fee	3.0%	1,697,124	1,745,878	1,796,050	1,847,684	1,900,822	1,955,509	2,011,789	2,069,709	2,129,319	2,190,667	2,253,806
Professional Expenses	3.0%	188,782	194,445	200,278	206,287	212,475	218,850	225,415	232,177	239,143	246,317	253,707
Real Estate Taxes	3.0%	3,077,139	3,169,453	3,264,537	3,362,473	3,463,347	3,567,248	3,674,265	3,784,493	3,898,028	4,014,969	4,135,418
Insurance	3.0%	2,831,723	2,916,675	3,004,175	3,094,300	3,187,129	3,282,743	3,381,225	3,482,662	3,587,142	3,694,756	3,805,599
Total Cost of Operations		15,346,029	15,804,250	16,276,174	16,762,211	17,262,785	17,778,330	18,309,295	18,856,141	19,419,344	19,999,393	20,596,793
Replacement Reserve Deposits	3.0%	526,002	541,782	558,036	574,777	592,020	609,781	628,074	646,917	666,324	686,314	706,903
Issuer Servicing Fee	0.25%	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250
Net Operating Income		**40,442,528**	**41,593,640**	**42,777,888**	**43,996,239**	**45,249,687**	**46,539,256**	**47,866,000**	**49,231,004**	**50,635,384**	**52,080,292**	**53,566,909**
Debt Service - Hard	Rate											
Interest Payments (Tax-Exempt)	6.22%	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525
Principal Payments (Tax-Exempt)		1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677
Total First Mortgage Debt Service:		**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**
Net Operating Cash Flow		33,485,325	34,636,438	35,820,686	37,039,037	38,292,485	39,582,054	40,908,798	42,273,802	43,678,182	45,123,089	46,609,707
Deferred Developer Fee Balance		-	-	-	-	-	-	-	-	-	-	-
LP Asset Management Fee	3.0%	-	-	-	-	-	-	-	-	-	-	-
Project Deferred Developer Fee:	70.0%	-	-	-	-	-	-	-	-	-	-	-
Partner Share of Deferred Developer Fee:	30.0%	-	-	-	-	-	-	-	-	-	-	-
Cash Flow After Developer Fee		**33,485,325**	**34,636,438**	**35,820,686**	**37,039,037**	**38,292,485**	**39,582,054**	**40,908,798**	**42,273,802**	**43,678,182**	**45,123,089**	**46,609,707**

MDC105

OPERATING PROFORMA - Gallery in the Grove

		Stabilized Year 67	Stabilized Year 68	Stabilized Year 69	Stabilized Year 70	Stabilized Year 71	Stabilized Year 72	Stabilized Year 73	Stabilized Year 74	Stabilized Year 75
Revenue										
Rental Income										
Affordable Rent	2.0%	8,002,630	8,162,683	8,325,936	8,492,455	8,662,304	8,835,550	9,012,261	9,192,506	9,376,357
Market & Wkfc Rent	3.0%	71,935,948	74,094,027	76,316,847	78,606,353	80,964,543	83,393,480	85,895,284	88,472,143	91,126,307
Total Rent Revenue		79,938,578	82,256,709	84,642,784	87,098,808	89,626,848	92,229,030	94,907,545	97,664,649	100,502,664
Rent Loss										
Affordable Vacancy:	5.0%	411,346	419,573	427,964	436,524	445,254	454,159	463,242	472,507	481,957
Market & Workforce Vacancy:	5.0%	3,620,584	3,728,963	3,840,590	3,955,560	4,073,974	4,195,936	4,321,551	4,450,930	4,584,185
Parking Vacancy:	5.0%	36,117	36,839	37,576	38,327	39,094	39,876	40,673	41,487	42,316
Total Rent Loss		4,068,046	4,185,375	4,306,130	4,430,411	4,558,322	4,689,971	4,825,467	4,964,924	5,108,458
Other Revenue										
Parking	2.0%	722,332	736,778	751,514	766,544	781,875	797,513	813,463	829,732	846,327
Tenant Storage	2.0%	298,176	304,140	310,223	316,427	322,756	329,211	335,795	342,511	349,361
Miscellaneous Revenue	2.0%	401,839	409,876	418,073	426,435	434,963	443,663	452,536	461,587	470,818
Total Other Revenue		1,422,347	1,450,794	1,479,810	1,509,406	1,539,594	1,570,386	1,601,794	1,633,830	1,666,506
Effective Gross Income		**77,292,879**	**79,522,128**	**81,816,464**	**84,177,803**	**86,608,120**	**89,109,445**	**91,683,872**	**94,333,555**	**97,060,711**
Expenses										
General & Administrative	3.0%	783,953	807,472	831,696	856,647	882,346	908,817	936,081	964,164	993,089
Payroll	3.0%	3,658,449	3,768,203	3,881,249	3,997,686	4,117,617	4,241,145	4,368,380	4,499,431	4,634,414
Utilities	3.0%	2,351,860	2,422,416	2,495,088	2,569,941	2,647,039	2,726,451	2,808,244	2,892,491	2,979,266
Marketing	3.0%	1,306,589	1,345,787	1,386,160	1,427,745	1,470,577	1,514,695	1,560,136	1,606,940	1,655,148
Maintenance & repairs	3.0%	1,567,907	1,614,944	1,663,392	1,713,294	1,764,693	1,817,634	1,872,163	1,928,328	1,986,177
Service contracts	3.0%	783,953	807,472	831,696	856,647	882,346	908,817	936,081	964,164	993,089
Management Fee	3.0%	2,318,786	2,385,664	2,454,494	2,525,334	2,598,244	2,673,283	2,750,516	2,830,007	2,911,821
Professional Expenses	3.0%	261,318	269,157	277,232	285,549	294,115	302,939	312,027	321,388	331,030
Real Estate Taxes	3.0%	4,259,480	4,387,264	4,518,882	4,654,449	4,794,082	4,937,905	5,086,042	5,238,623	5,395,782
Insurance	3.0%	3,919,767	4,037,360	4,158,481	4,283,235	4,411,732	4,544,084	4,680,407	4,820,819	4,965,443
Total Cost of Operations		21,212,063	21,845,739	22,498,371	23,170,528	23,862,793	24,575,769	25,310,077	26,066,354	26,845,259
Replacement Reserve Deposits	3.0%	728,110	749,954	772,452	795,626	819,495	844,079	869,402	895,484	922,348
Issuer Servicing Fee	0.25%	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250	256,250
Net Operating Income		**55,096,456**	**56,670,186**	**58,289,391**	**59,955,400**	**61,669,582**	**63,433,347**	**65,248,144**	**67,115,467**	**69,036,854**
Debt Service - Hard	Rate									
Interest Payments (Tax-Exempt)	6.22%	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525	5,530,525
Principal Payments (Tax-Exempt)		1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677	1,426,677
Total First Mortgage Debt Service:		**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**	**6,957,202**
Net Operating Cash Flow		48,139,254	49,712,984	51,332,188	52,998,198	54,712,380	56,476,145	58,290,942	60,158,265	62,079,652
Deferred Developer Fee Balance		-	-	-	-	-	-	-	-	-
LP Asset Management Fee	3.0%	-	-	-	-	-	-	-	-	-
Project Deferred Developer Fee:	70.0%	-	-	-	-	-	-	-	-	-
Partner Share of Deferred Developer Fee:	30.0%	-	-	-	-	-	-	-	-	-
Cash Flow After Developer Fee		**48,139,254**	**49,712,984**	**51,332,188**	**52,998,198**	**54,712,380**	**56,476,145**	**58,290,942**	**60,158,265**	**62,079,652**

Exhibit E

Development Schedule

Exhibit E

Development Schedule

Activity	Date
Submit RFP Response	Jul - 23
County Evaluation and Negotiation	Sep - 23
Confirmation of Award	Oct - 23
Begin Design Drawings	Nov - 23
Community Engagement Meetings	Nov - 23
Submit for Site Plan Approval	Jan - 24
Submit CHAP	Jan - 24
Obtain Site Plan Approval	Apr - 24
Initiate Construction Drawings	Apr - 24
Submit HUD Financing Plan	Apr - 24
Finalize Drawings and Submit Plans for Permitting	Aug - 24
Transfer Existing Residents	Sep - 24
Obtain Building Permit	Dec - 24
Close on Construction Financing	Dec - 24
Commence Construction	Jan - 25
Begin marketing for Lease Up	Jul - 26
Complete Construction	Jul - 27
Commence Leasing & Transfer Existing Residents	Aug - 27
Achieve Stabilized Vacancy	Nov - 27
Convert to Permanent Financing	Feb - 28

Exhibit F

Key Metrics

Key Metrics —.Exhibit F. Notwithstanding anything set forth to the contrary in Exhibit F of the Agreement, entitled "Key Metrics", or elsewhere in the Agreement, Developer agrees to reach Financial Closing and commence construction within eighteen (18) months from the earlier of: (i) the date on which Developer or its affiliate receives from the County the ground lease for the development of the Property executed by the County; and (ii) the date on which Developer receives from the County this Agreement executed by the County.

Exhibit G

Unit Mix

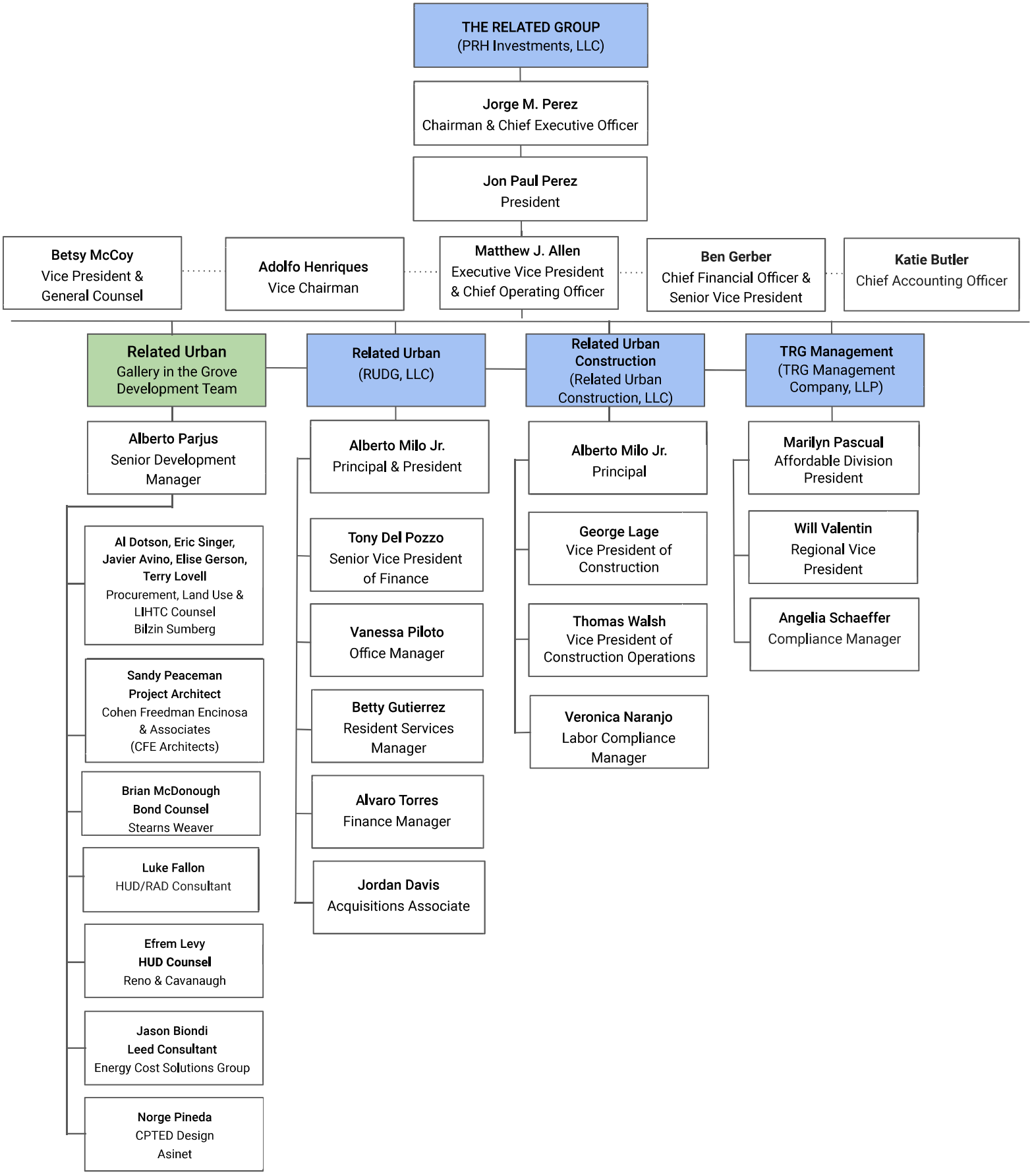
PROJECT UNIT MIX:

STUDIO	1B/1B	2B/2B	3B/2B	TOTAL
36	163	146	-	345
10.44%	47.25%	42.32%	-	100%

Exhibit H

Summary of Key Development Team Members

ORGANIZATIONAL CHART SHOWING ALL KEY DEVELOPMENT TEAM PERSONNEL



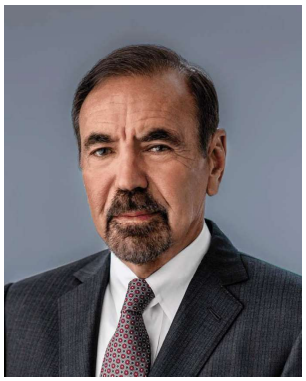
RELATED
URBAN DEVELOPMENT GROUP

ALBERTO MILO JR. PRINCIPAL AND PRESIDENT
RELATED URBAN DEVELOPMENT GROUP ("RUDG, LLC")

Alberto Milo Jr. leads Related Urban Development Group (RUDG), the affordable housing division of the nation's most prolific development company, Related Group. In this role, he is responsible for the overall design, development, construction, financing and budgeting for each project within RUDG's portfolio, whether public, affordable, workforce or mixed-income housing. Under Albert's leadership, RUDG has built and rehabilitated more than 4,400 units throughout Florida with over $1 billion in total development costs.

Most recently, RUDG has begun an ambitious new set of projects which are designed to eliminate many of the drawbacks historically associated with public housing developments. Among these is the $600 Million River Parc master plan in Miami's Little Havana neighborhood, which is cited as the most ambitious affordable housing development in the county to date, built in partnership with Miami-Dade County. The development will contain over 2,500 units along with a new Riverwalk and commercial opportunities. Similarly, a $400 Million mixed-income riverfront development is underway in Tampa's historic West River district, developed in collaboration with the Tampa Housing Authority. Albert and his team are also currently working on the redevelopment of Liberty Square, the oldest and largest public housing development in the Southeastern United States. The project, which also follows the mixed-income format, will contain over 1,500 units along with commercial and community opportunities. The project has been lauded as one of the most significant public housing redevelopments in South Florida and the Country, with HUD Secretary, Dr. Ben Carson, calling the project an example to follow around the country.

Prior to his tenure at RUDG, Albert owned and operated real estate development, real estate brokerage and mortgage brokerage companies over the span of 20 years. After developing his first affordable housing development in 1999, he formed The Urban Development Group in 2002, focused on revitalizing communities by creating affordable homeownership for underserved markets. As a committed member of the local community, Albert has served on the Miami-Dade County Industrial Development Authority since 2005 and is a former member of the Greater Miami Chamber of Commerce's Workforce Housing Committee. He also served on the board of the YMCA of South Florida from 2017 to 2019. In 2011, he was the President of the Builder's Association of South Florida where he was awarded the President's Award and was named Builder of the Year in 2009 and 2019.



RELATED

JORGE M. PÉREZ CHAIRMAN AND CHIEF EXECUTIVE OFFICER, THE RELATED GROUP

Jorge Pérez, Chairman and Chief Executive Officer of Related Group, has been at the forefront of South Florida's complex urban evolution for over 30 years. A commitment to 'building better cities,' and a natural ability to identify emerging trends has made his one of the most trusted and influential names in real estate. Armed with a dynamic selection of land parcels, new financing techniques, the collective strength of Related's management team and a pipeline of more than 80,000 residential units, Mr. Pérez is set to answer the demands and desires of a new generation.

Pérez started out in the 1970's, making a name for himself in the public housing market of neighborhoods like Miami's Little Havana and Homestead. His attention to detail and commitment to creating quality living environments distinguished him within the marketplace and laid the groundwork for future Related projects. More than three decades later, his continued passion for vibrant urban communities has made him a trendsetter, often the first developer to enter emerging or undiscovered neighborhoods.

Over the years, Pérez and Related Group have partnered with world-class names in architecture and interior design. Collaborations with creative luminaries like Bernardo Fort Brescia, David Rockwell, Philippe Starck, Yabu Pushelberg, Piero Lissoni, Karim Rashid and many others produced neighborhood-defining projects, and established Related's developments as integral components of Miami's evolving cityscape. A lover of art and an avid collector, Pérez infuses each development with carefully selected pieces from master artists. Works by Fernando Botero, Jaume Plensa, Julio LeParc and Fabian Burgos are proudly displayed at Related developments, complementing each building's unique character and often serving as public fixtures of the community landscape.

Mr. Pérez is deeply involved in supporting Miami's ongoing cultural renaissance, sponsoring programs like the Miami International Film Festival's Emerging Cuban Independent Film/Video Artists Program and The National Young Arts Foundation Residency in Visual Arts. Most notably, Pérez donated $40 Million to the Herzog & de Meuron-designed Pérez Art Museum Miami, or PAMM. He is also a member of the University of Miami's Board of Trustees, chairs the Miami-Dade Cultural Affairs Council, and is a director of the Miami International Film Festival. Mr. Pérez has received numerous awards for his professional and philanthropic achievements, including Ernst & Young's Entrepreneur of the Year, the Hispanic Achievement & Business Entrepreneurship Award from Hispanic Magazine, The Developers and Builders Alliance Community Advancement Award, and The Beacon Council's 2015 Jay Malina Award. Mr. Pérez is also committed to The Giving Pledge, a campaign founded by Warren Buffett and Bill Gates to which

states he will donate 50 percent of his wealth to philanthropic purposes. In 2005, Time Magazine named Mr. Pérez one of the top 25 most influential Hispanics in the United States, and he has appeared on the cover of Forbes twice.

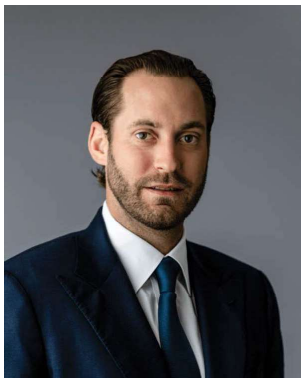
Born in Buenos Aires, Argentina to Cuban parents, Pérez grew up in Bogota, Colombia. He graduated summa cum laude from C.W. Post College in Long Island and earned his Master's in Urban Planning from the University of Michigan.

RELATED

ADOLFO HENRIQUES VICE CHAIRMAN,
THE RELATED GROUP

Adolfo Henriques serves as Vice Chairman of The Related Group, South Florida's leading real estate developer. With over 20 years of experience in the banking industry and extensive executive leadership experience, Mr. Henriques' duties include working with the executive team on strategic and organizational initiatives.

Prior to joining Related in early 2017, Mr. Henriques served as Chairman and Chief Executive Officer of Gibraltar Private Bank and Trust, a private banking and wealth management company headquartered in Miami and was also CEO of the South Region for Regions Bank. A recipient of the Woodrow Wilson Award for Corporate Leadership, Adolfo Henriques holds a B.A. in Business from St. Leo College, has a Master's Degree in Accounting from Florida International University and is a certified Public Accountant. He also serves as a member of the Executive Committee at Greater Miami Convention and Visitors Bureau (GMCVB) and was recently named among the 12 most powerful people in Miami by the Miami Herald.



RELATED

JON PAUL "JP" PÉREZ PRESIDENT,
THE RELATED GROUP

Jon Paul "JP" Pérez is responsible for overseeing development operations across the company's various divisions, managing land acquisition efforts and leading the procurement of major construction financing. He also forms a part of Related's Executive Committee, where he works with the firm's C-level executives and division presidents to establish corporate priorities, growth strategies and other key company-wide initiatives.

Jon Paul aims to continue supporting the firm's reputation as a "market maker" and its proven ability to capitalize on opportunities well before competitors. A market maker himself, Jon Paul has personally spearheaded Related's recent entrance into Miami's popular Wynwood neighborhood, where he's working to deliver several major mixed-use projects set to transform the area into a true live-work-play neighborhood. Recent projects include Wynwood 25, a 289-unit luxury rental property across from the iconic Wynwood Walls; The Annex, an eight-story, 50,000-square-foot, class A office building; and The Bradley, a 175-unit rental tower with interior design by Kravitz Design.

Since joining Related in 2012, Jon Paul has overseen the development of several thousand market-rate rental, affordable and luxury condominium units—including the 200-unit The Manor, the 365-unit Town City Center and the 690-unit Brickell Heights condo property. He has also played a key role in several marquee sales and acquisitions. Prior to joining Related, Jon Paul worked for The Related Companies of New York where he oversaw all aspects of the development process for more than 900 units, with direct responsibility for financial modeling, design programming and construction management. He also participated in securing capital for the firm's $900 Million distressed opportunity fund, and in 2009 successfully led efforts to sell 425 unsold condominium units in Fort Myers, Florida over the span of 18 months.

Jon Paul graduated from the University of Miami in 2007 with a B.S in business administration and received his MBA from Kellogg School of Management at Northwestern University in 2015. Nurturing Miami's growing arts and culture community, Jon Paul remains closely aligned with the Pérez Art Museum Miami as well as with The National YoungArts Foundation (YoungArts), participating in its annual Miami YoungArts Week. He also sits on the board of Big Brothers Big Sisters of Miami and is an active United Way Young Leader. Every holiday season, Jon Paul also puts together Related's annual Thanksgiving Turkey Drive to coordinate the delivery of over 2,600 turkeys across Miami-Dade, including to the firm's affordable housing properties.

RELATED

MATTHEW J. ALLEN EXECUTIVE VICE PRESIDENT AND CHIEF OPERATING OFFICER, THE RELATED GROUP

Matthew J. Allen is Executive Vice President and Chief Operating Officer of Related Group. Mr. Allen, who joined the company in 1999, is responsible for overseeing the day to day operations of the company. In addition, he directly oversees the finance, acquisitions, human resources, marketing, legal, accounting, asset management and property management divisions. Since 1999, he was directly responsible for raising over $13 billion in equity capital and debt.

Prior to joining Related, Mr. Allen served as Senior Vice President of Atlantic Gulf Communities. Mr. Allen has over twenty-eight years of experience in Real Estate. He is a member of the Executive Council and the Board of Directors for Big Brothers Big Sisters of Greater Miami, member of the Orange Bowl Committee and on the Executive Council and Advisory Board of the DCC which benefits the Sylvester Comprehensive Cancer Research Center, Board Member of UM Real Estate Advisory Board and a Trustee of United Way. He is a former member of the BankAtlantic Advisory Council, The Marlins RBI Advisory Board, The Executive Committee and Board of Directors of the Beacon Council. Mr. Allen completed his undergraduate studies at Barry University and received his Master's Degree in Business Administration from Florida International University.

BETSY MCCOY VICE PRESIDENT AND GENERAL COUNSEL,
THE RELATED GROUP

Betsy L. McCoy is General Counsel and Vice President of The Related Group. Ms. McCoy joined The Related Group in 2008 and is responsible for oversight of all legal issues and for providing direct counsel to Mr. Perez and Related's COO, Matt Allen on matters affecting day to day operations. Prior to joining The Related Group, Ms. McCoy was in private practice as a principal and shareholder of her law firm located in Tampa, Florida where she served as litigation counsel statewide to financial institutions, real estate developers, and contractors. Ms. McCoy became Board Certified by The Florida Bar as a specialist in complex commercial and business litigation in 1997 and maintained that certification for 11 years until joining The Related Group. Ms. McCoy is a graduate of the prestigious Harvard Negotiation Project, a frequent speaker at national conferences, and holds a Master Advocate Certification by the National Institute of Trial Advocacy. Ms. McCoy is a graduate of Creighton University, College of Arts and Sciences, Omaha, Nebraska where she earned a Bachelor's Degree; Creighton Law School where she earned her Juris Doctorate degree, and also, The University of Miami School of Law where Ms. McCoy earned an L.LM (Letters of Legal Mastery) in the law of real property development.

BEN GERBER CHIEF FINANCIAL OFFICER AND SVP, THE RELATED GROUP

Ben Gerber is Chief Financial Officer of Related Group where he oversees accounting, finance and information technology groups and is actively involved in the company's capital markets initiatives. Ben joined Related in 2003 as a financial analyst, in charge of performing asset management functions for a 3,000-unit rental portfolio and creating financial models to evaluate future investment opportunities for the company. Since joining Related, Ben has closed over $10 billion in capital markets transactions.

KATIE BUTLER CHIEF ACCOUNTING OFFICER, THE RELATED GROUP

Katie Butler will be responsible for overseeing all aspects of the organization's accounting functions. Ms. Butler is primarily responsible for financial and regulatory compliance and controls, financial reporting and planning and analysis. Prior to joining Related in 2023 as the CAO, she worked in public accounting from 1998-2008, with KPMG out of Miami and served on the Related financial statement audit. Subsequent to working for KPMG, she became self-employed and continued to work with Related as a private accounting consultant for 15 years. Ms. Butler is a Certified Public Accountant in the State of Florida. She completed her undergraduate studies at University of Florida, where she earned her Bachelor of Science in accounting and received her Master of Accounting at Florida International University.

TONY DEL POZZO SENIOR VICE PRESIDENT OF FINANCE, RELATED URBAN

Tony Del Pozzo is the Senior Vice President of Finance and will be responsible for obtaining, negotiating and closing on financing for all projects. Mr. Del Pozzo will work directly with tax credit investors and lenders to obtain the necessary funds to finance the project. Tony Del Pozzo has a finance degree, extensive experience and established relationships with all of the largest national lenders around the country including the largest tax credit equity investors and syndicators. Tony has arranged the financing for all Related Urban projects to date, totaling over $1 billion in loans and $450 Million in tax credit equity. Moreover, he has arranged nearly $2 billion in total financing during his tenure at Related Urban. He will be assisted in all financing matters by a Finance Manager and Financial Analyst. Tony Del Pozzo has over twenty-five years of experience in the industry. Mr. Del Pozzo is a licensed Florida appraiser and holds a Master of Business Administration from the University of Miami.

ALBERTO PARJUS PROJECT MANAGER AND SENIOR DEVELOPMENT MANAGER, RELATED URBAN

Alberto Parjus will be the Senior Development Manager assigned to oversee the development of Gallery in the Grove. Mr. Parjus brings Over 17 years of construction and project management experience, as both a developer and general contractor. Mr. Parjus has managed projects ranging from luxury residential and commercial buildings to affordable housing built in partnership with state and local government entities totaling over 2,000 units and over $400mm in development costs. Mr. Parjus is highly experienced in securing funding sources, budgeting, design, client relationship management, pre-construction, preparation of bids, evaluation of proposals, negotiation of contracts, risk assessment/management, project cost control, team building and coordination, code compliance, scheduling, payment requisitions, coordination of inspections, project close-out and turnover. Mr. Parjus holds a Bachelor of Science in Architecture from Catholic University of America and a Master of Science in Construction Management from FIU.

VERONICA NARANJO LABOR COMPLIANCE MANAGER, RELATED URBAN CONSTRUCTION

Veronica Naranjo will serve as the Labor Compliance Coordinator. Ms. Naranjo's responsibilities will include monitoring Federal Labor Standards requirements, inclusive of Section 3 compliance with federal regulations, reviewing construction procurement and contract documents, monitoring construction projects on site to ensure compliance with Davis-Bacon, Section 3, and SBE/MBE/WBE. Ms. Naranjo has been with the Related Urban for 5 years. Ms. Naranjo has been in the industry for 24 years. Prior to Contracts and Compliance Ms. Naranjo ran the Accounting Department and Contract Administration for several homebuilders in Miami.

GEORGE LAGE VICE PRESIDENT OF CONSTRUCTION, RELATED URBAN CONSTRUCTION

George Lage, as Vice President of Construction, is responsible for overseeing development and construction operations. With 20 years of construction experience, Mr. Lage has a proven track record of successfully completing projects of all types, sizes, and complexities. Mr. Lage received a Master's degree in Construction Management from Florida International University and is licensed as a Certified General Contractor.

THOMAS WALSH VICE PRESIDENT OF CONSTRUCTION OPERATIONS
RELATED URBAN CONSTRUCTION

Mr. Walsh comes to Fortune Urban Construction with 30 years of experience in the Construction industry. Mr. Walsh most recently had spent the past 6 years within the Related Condominium Department where he managed the Paraiso Community consisting of 4 – hi-rise Residential Condominiums, Public Right of Way Improvements, a Public Park and Beach Club and Restaurant. Mr. Walsh has a degree in Environmental Engineering from Norwich University located in Northfield, Vermont.

MARILYN PASCUAL PRESIDENT, AFFORDABLE DIVISION,
TRG MANAGEMENT

Marilyn has more than nineteen years of experience in the management of multi-family housing communities. She re-joined TRG in April of 2010 as a Regional Manager after having served as President for the Housing Trust Management Group, Inc. for more than five years. Ms. Pascual was also a Regional Manager with Cornerstone Residential Management, Inc. and worked with TRG for five years early in her career where she quickly advanced from property manager to district manager. She has an excellent track record managing all types of apartment portfolios, but has an extensive history managing LIHTC, Bond and several other affordable programs. Ms. Pascual holds a Bachelor of Science Degree in Mechanical Engineering from the University of Florida.

WILL VALENTIN REGIONAL VICE PRESIDENT, TRG MANAGEMENT

Will has over 10 years in management experience that includes residential and commercial real estate. In addition, market rate, luxury, and affordable multi-family housing communities. Will Valentin joined TRG Management Company as a Regional Manager in 2021. Then promoted to Regional Vice President in October 2022. As a Regional Vice President Will is responsible for a portfolio of properties located within the City of Miami, Miami-Dade, and South Miami Florida. Will has broad-based experience in brand enhancement, employee development, operations, marketing, sales, strategic plan development and multi-site management. Will has an excellent track record managing all types of apartment portfolios, such as acquisitions, rehabs, lease ups, public housing, LIHTC, Bond and several other affordable programs.

Prior to joining TRG Management Company, Will was a Vice President of Operations for a Real Estate Equity Company, overseeing a portfolio of 3500 plus units located throughout Florida, Virginia, South Dakota. Will Valentin holds a bachelor's degree from the University of Phoenix in Business Administration and a master's degree from the University of Phoenix in Science in Business.

ANGELIA SCHAEFFER COMPLIANCE MANAGER, TRG MANAGEMENT

With over 20 years of experience in property management, Angelia began her career as a Property Manager overseeing Ferncliff North and Ferncliff South combined with 228-unit community. She has utilized her expertise in several sectors, currently holding the position of Compliance Manager. She is responsible for the oversights of our multi-family portfolio for out Mid-Atlantic Region Including Tax Credit (LIHTC), Section 8 and Conventional setting. In 2013 , Ms. Schaeffer began her career with TRG, ensuring each property is compliant with all regulations. Ms. Schaeffer earned her Assisted Multifamily Housing Manager (AHM) through Quadel in 2004 and Housing Credit Certified Professional (HCCP) through the National Association of Home Builders In 2010. In addition , she has obtained her Virginia Notary Public.

ALVARO TORRES FINANCE MANAGER,
RELATED URBAN

Alvaro Torres will serve as the Finance and Transaction Coordinator and will be responsible for administering and monitoring the financing process and closing. Mr. Torres has experience working with housing authorities, tax credit investors, lenders and governmental entities to coordinate the due diligence and closing process. Mr. Torres' responsibilities include underwriting potential multifamily development opportunities, reviewing closing documents, assisting in negotiating debt and equity terms and conducting market research. Mr. Torres participated in closing over $550MM in debt and equity transactions for the rehabilitation or construction of over 1,500 affordable housing units. Prior to joining Related, Alvaro spent three years at Crow Holdings in Dallas, Texas where he performed market research, underwriting, and due diligence for over 200 assets across the multifamily, retail, industrial, hotel, and self-storage space. Mr. Torres holds a Bachelor of Business Administration in Finance with a specialization in Alternative Asset Management from Southern Methodist University.

JORDAN DAVIS ACQUISITIONS AND DEVELOPMENT ASSOCIATE,
RELATED URBAN

Jordan Davis will serve as the Acquisitions and Development Associate for the project. Jordan conducts deal-specific underwriting and due diligence, performs financial modeling and analytics, prepares competitive funding applications, and works directly with lenders, equity investors, and municipal partners in leading financial closings. Prior to joining Related Urban, Jordan worked as a Development Associate for The NRP Group in San Antonio, Texas, and Austin, Texas, leading new deal originations and successfully taking over $200MM in development through NRP's Executive Committee. Jordan holds a Bachelor of Business Administration, With Distinction, from the University of Michigan's Stephen M. Ross School of Business.

CFE Architects

SANDY PEACEMAN, RA LEED AP – PRINCIPAL, CFE ARCHITECTS

Sandy L. Peaceman was born in Liberty, New York in 1967. He and his family moved to West Palm Beach, Florida in 1980. He attended the University of Florida where he received his Bachelor of Design and Master of Architecture in 1993. While in graduate school, Sandy participated in two Urban Design Case Studies, one for the City of Naples and one for the City of Jacksonville. Upon graduation, he moved to Miami, Florida and joined the firm of Cohen Freedman Encinosa Architects. After working on numerous mid-rise and high-rise residential projects, he was made and an Associate in December 1999.Sandy received his State of Florida registration in January 1998 and is currently N.C.A.R.B. certified. He presently resides in Weston, Florida with his wife and son.

Bilzin Sumberg

AL DOTSON PROCUREMENT COUNSEL, BILZIN SUMBERG

Albert E. Dotson, Jr., Managing Partner, handles federal and local government procurement contracts and compliance. He also represents real estate developers in securing land use, zoning and other government approvals and permits for large-scale real estate developments. Al routinely negotiates economic development incentive programs on behalf of major U.S. corporate clients. Al's work includes representing developers and contractors in complying with the government procurement procedures of various agencies of the Federal government, State of Florida, Miami-Dade County, and the cities of Miami, Coral Gables, and Miami Beach. This representation includes responding to procurement solicitations through defending against or prosecuting quasi-judicial bid protests. He represents commercial, industrial, residential and mixed-use developers throughout the land development process, including development permit challenges, zoning, concurrency, platting and permitting. Al's work also includes representing developers in Public-Private Partnerships (P3) that have included the redevelopment of municipal property by a private developer with the infrastructure, other public improvements, and tax abatement provided by the local governing body.

ERIC SINGER PROCUREMENT COUNSEL, BILZIN SUMBERG

Eric Singer is a member of Bilzin Sumberg's P3 and Government Contracting team. Eric represents both public- and private-sector clients in the areas of government contracting and complex government transactions, including public private partnerships (P3). Eric has negotiated development agreements for a wide variety of public assets and public-private developments and has represented clients on some of Miami's most transformative public-private projects. Eric also handles the full spectrum of public contracting issues, from preparation of proposals through appeals of administrative bid protests. Eric combines that practical experience with the extensive academic knowledge he gained as a visiting faculty member and research fellow at the New York University School of Law, where he studied P3s across the United States and abroad, in order to further his clients' goals. Prior to joining Bilzin Sumberg, Eric served as a law clerk to the Honorable Danny J. Boggs of the United States Court of Appeals for the Sixth Circuit.

TERRY LOVELL LIHTC BORROWER COUNSEL, BILZIN SUMBERG

Terry M. Lovell, head of Bilzin Sumberg's Affordable Housing & Tax Credit Practice, has more than 22 years of experience. He represents developers, investors, and tax-exempt organizations in all aspects of real estate development transactions. He is exceptionally versed in transactions financed with low income housing tax credits under Section 42 of the Internal Revenue Code, tax-exempt bonds, grants, and loans issued by federal, state, and local governmental authorities. Terry regularly prepares and negotiates purchase and sale agreements for these properties. He also handles other subsidized and conventional financing, including the negotiation of equity and loan documents, for both commercial and multi-family housing developments. Terry has represented clients with projects in Florida, Georgia, Louisiana, South Carolina, Tennessee, Texas, and the U.S. Virgin Islands.

JAVIER AVIÑÓ LAND USE COUNSEL, BILZIN SUMBERG

Javier F. Aviñó serves as Practice Group Leader of Bilzin Sumberg's Land Development & Government Relations Group and Co-Chair of the Firm's International Group. Javier focuses his practice in land use, zoning, and environmental law. He represents domestic and international clients in complex matters including the development approval process, DERM permitting, planning, and zoning applications, code enforcement, comprehensive planning and other environmental law areas. Javier also has experience representing both private and public sector clients before various state, county, municipal governments and regulatory bodies throughout South Florida. Javier assists clients in obtaining the necessary development approvals for major high-rise residential condominium and rental projects, commercial and institutional buildings.

ELISE HOLTZMAN GERSON ASSOCIATE, BILZIN SUMBERG

Elise Gerson is an Associate in Bilzin Sumberg's Land Development & Government Relations Group. She focuses her practice on guiding clients through land use issues and representing clients in all levels of the procurement process. Elise understands how law and policy influence business and development, and her grasp of the political dynamics in South Florida makes her an invaluable advocate on behalf of her clients. This is particularly true when she helps navigate clients through the RFP and/or administrative bid protest process. Elise is a published author and former Articles Editor for the University of Florida Law Review and also serves as a frequent contributor to Bilzin Sumberg's New Miami Blog. She earned her J.D. from the University of Florida, magna cum laude and Order of the Coif, and her B.A. from the University of Maryland.

BRIAN MCDONDOUGH BOND BORROWER COUNSEL, STEARNS WEAVER MILLER

Mr. McDonough is a Shareholder in the Real Estate Department. He is a member of the Firm's Board of Directors as well as its Executive Committee, and he also is the Chairperson of the Firm's Affordable Housing & Tax Credit Practice Group. He represents developers using government loan programs, community housing development organizations and 501(c)(3) organizations using qualified 501(c)(3) bonds for multifamily housing developments. Brian assists clients with matters involving multifamily housing, low income housing tax credits and loan programs implemented by the U.S. Department of Housing & Urban Development. Brian also represents lenders in all types of real estate loans and in particular, loans related to affordable housing.

NORGE PINEDA CERTIFIED CPTED CONSULTANT,

Norge L. Pineda is a highly accomplished and experienced Computer Networking Engineer, Florida Certified General Contractor, Florida Certified Electrical Contractor, and Florida and Georgia Certified Low Voltage Contractor. With a passion for technology and a keen focus on security, Norge has dedicated over 22 years of his professional career to the field of security systems and solutions.Norge L. Pineda's outstanding track record, combined with his extensive expertise and unwavering dedication to his craft, makes him a highly sought-after professional in the security field. His commitment to excellence, technical proficiency, and passion for providing top-tier security solutions have firmly established him as a trusted leader in the industry.

JASON BIONDI FOUNDER, ECSG

Jason Biondi is the founder and Managing Director of Energy Cost Solutions Group (ECSG), a business which focuses on energy savings, commissioning, minimizing environmental impacts of construction, operations and maintenance and improving indoor environmental conditions. ECSG is currently involved with projects pursuing LEED New Construction, Core & Shell, Commercial Interiors and Existing Buildings Certification as well as National Green Building Standard, Enterprise Green Communities Criteria and Green Globes certifications. ECSG also performs commercial energy audits and environmental impact analysis for Major Use Special Permits. Jason has personally worked to help certify more than 30 green building projects throughout Florida and Latin America. Jason leads a team of experienced architects and engineers who comprise ECSG's well balanced and effective green building certification operation.

EFREM LEVY HUD COUNSEL, RENO & CAVANAUGH

Efrem Levy is a Member of Reno & Cavanaugh whose practice focuses on affordable housing development and operation. Efrem is sought after for his finance-structuring ability and has spoken at numerous conferences on development finance and asset management. Efrem has a particular focus on:
LIHTC mixed-finance transactions; all aspects of public housing redevelopment; utilizing project-based vouchers for development purposes; the purchase of buildings that are assisted with Section 8 project based rental assistance; and NMTC transactions with an overlay of federal assistance. He has also brought
this finance structuring ability to clients redeveloping distressed public housing under the Rental Assistance Demonstration (RAD) program.

LUKE FALLON RAD CONSULTANT, FALLON ADVISORY

Luke Fallon brings a depth of affordable housing experience drawn from managing transactions on behalf of clients. Luke's experience includes building complex financial models, completing project feasibility analyses, developing recapitalization strategies, securing financing, obtaining regulatory approvals, creating and managing project budgets, negotiating financial terms, and closing transactions. Luke is very familiar with a wide range of affordable housing programs from working on Rental Assistance Demonstration (RAD) conversions and transactions involving public housing, Low-Income Housing Tax Credits, Section 8, and 13A (state-funded version of Section 236).

To date, Luke has been responsible for recapitalizing projects with an aggregate total development cost of $77 Million, beginning with the buyout of the investor limited partner and ending with the closing of new debt and equity. Additionally, Luke recently represented an owner in the negotiation of a joint venture partnership and property management transition of a 219-unit scattered-site portfolio that resulted in a recapitalization and rehabilitation with a total development cost of $78 Million.

As a RAD consultant, Luke has worked with many public housing authorities to assess the feasibility of converting their public housing portfolios to project-based Section 8 under the RAD program, then managed the RAD conversion process on their behalf. Luke has closed 44 RAD conversions to date, representing over 5,400 units. Eight of the 44 RAD conversions were RAD / Section 18 blend conversions. Luke has also managed the Section 18 disposition process for two properties – one administration building and one public housing rental property. Luke is currently working on 10 RAD conversions representing over 800 units.

Exhibit I

Management Agreement Form

The Developer will create a Management Agreement, which the Developer and County will mutually agree on within ninety (90) days after the Effective Date, and will then be incorporated hereto as Exhibit I.

Exhibit J

HUD UFAS Accessibility Checklist

Facility Name	_____	Name of Reviewer(s)	_____
Address	_____	Date(s) of Review	_____
Unit/Apartment Number	_____	Date Building was Built	_____
Telephone Number	_____	Date(s) of Renovations, if any	_____
TDD/TTY Number	_____	**(Any structure built after July 11, 1988 is considered New Construction)**	

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT
OFFICE OF FAIR HOUSING & EQUAL OPPORTUNITY
UFAS ACCESSIBILITY CHECKLIST

NOTE:

1. *This checklist is to be used in conjunction with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. § 40, Appendix A. (www.access-board.gov/ufas/ufas.pdf)*
2. *This checklist is intended for accessibility reviews of properties owned, operated and/or managed by recipients of Federal financial assistance.* See *Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794; 24 C.F.R. Part 8. However, the properties may also be subject to the Fair Housing Act (42 U.S.C. §§ 3601-20; 24 C.F.R. Part 100); and/or the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.)*
3. *This checklist is not all-inclusive. Please make additions, as necessary, depending on elements reviewed at each site.* Reviewer is responsible for verification of each UFAS citation; all UFAS cites [including scoping requirements] for a particular element may not be referenced on this checklist.

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Required Equipment: Tape Measure; Smart Level; Door Pressure Gauge; Camera

Photographs:

1. **If element is compliant, then photograph area.**
2. **If element is not compliant, then photograph the area and zoom in to photograph the measurements**

Exterior and Interior Common Use Elements:	**Page**
Accessible Parking	2
Accessible Route	3 – 5
Ramps	6
Signage	7
Doors	8 – 9
Public Offices, Mtg. Rms/Rec/Community Rm., Etc.	10 – 15
Public Restrooms	16 – 20
Elevators/Platform Lift	21 – 22
Drinking Fountains/Water Coolers	23
Mailboxes	24
Laundry Facilities	25 – 26
Dumpsters and Trash Chutes	27 – 28
Clothes Lines, Picnic Areas, Play Equipment, Other	29 – 30
Misc: Community Kitchen; Telephones; Assistive Listening System	31 – 32
Dwelling Unit:	
Entrance	33 – 34
Accessible Route	34
Bedrooms	35 – 36
Outdoor Spaces	36 – 37
Bathroom	38 – 43
Kitchen	44 – 45
Washer/Dryer, Utility Room	45
Other Controls	46

* **Place asterisk in column for findings of non-compliance.**
** **Insert Photograph numbers for all elements and areas of non-compliance.**

Facility Name _____
Address _____
Unit/Apartment Number _____
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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE PARKING:			
	NOTE: Photograph building sign before starting the survey.			
	Accessible Parking Location:			
4.6.1; 4.1.1(5)(d)	1. Where **parking is provided for all residents**, is there one accessible space for each accessible dwelling unit? 2. For all **Other Parking**: a. Count and record the **total number** of spaces. b. Record the number of **designated accessible** parking spaces.			
4.6.2;	Is designated accessible parking spaces the **closest parking** to the nearest accessible entrance, on an accessible route?			
4.6.3; Fig. 9;	(*Measure from centerline of marking to centerline of marking*) 1. Is **parking space at least 96" wide**? 2. Is **access aisle** the full length of the parking space and **at least 60" wide**? 3. **If** there is **no access aisle**, is the parking space **at least 156" wide?**			
4.6.3;	Is the **slope** and **cross-slope** of parking space & access aisle **no more than 2%** in all directions?			
4.6.4; 4.30.5; 4.1.1(7);	Does **each** designated accessible parking space have a **sign** with the International Symbol of Accessibility mounted **at least 60"** above the space to the bottom of the signage?			
4.6.3; 4.5.1; 4.3.6;	Surface is firm, stable and slip-resistant?			
4.3.3	Can legally **parked vehicles** block access to the curb ramp?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE ROUTE:			
4.3.2(1)	**Accessible Route Location:** From public street? From parking? From bus stop on site? From another common use facility on site such as a community center, clothes line poles, dumpsters, mail boxes, laundries, playground, or park?			
4.5.2	Is a **curb ramp needed** but not provided?			
4.7.2; 4.8.2; 4.8.6; 4.7.3; 4.7.4; 4.5.1; 4.7.5; Figs. 12 & 13	**Curb Ramps**: 1. **Slope** does **not exceed 8.33%?** 2. **Cross slope no more than 2%?** 3. **Gutter slope no more than 5%** in the opposite direction? 4. Is the **transition** between gutter and curb ramp **smooth**? 5. At least **36" wide**, excluding flared sides? 6. Surface is firm, stable and slip-resistant? 7. If the sides of curb ramp are not blocked, are there **flared sides** with slopes **no more than 10%?**			
4.3.3	Can legally **parked vehicles** block access to the curb ramp?			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e);	1. **Minimum clear width at least 36"** (width may be reduced to 32" for a length of no more than 24")? 2. Can legally parked cars overhang the path such that the accessible route is **less the 36" wide?**			
4.5.1; 4.3.8; 4.5.2;	**Surface**: 1. Firm, stable and slip-resistant? 2. Changes in level between ¼" – ½" shall be **beveled**? 3. Changes in level greater than ½" shall be ramped?			
4.3.7;	**Slope** of accessible ramp is **5% or less** (if slope is greater than 5% and it has ramp features, survey it as a ramp)?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE ROUTE:			
4.3.7;	**Cross-slope** is no more than 2%?			
4.5.4; Fig. 8(g) & (h)	Openings in **Grates** are **no more than ½"** in the direction of travel?			
4.5.2	Must **stairs** be used as part of the accessible route? *("Yes" is a barrier.)*			
4.4.1; 4.4.2; Fig. 8(a); Fig. 8(b);	**Protruding Objects**: *(can be fire extinguishers, underside of stairs, signs, shelves, cabinets, tree branches, etc.)* 1. Does a telephone, sign, shelf, or other **object project more than 4" into the circulation path** and have the leading edge begin **more than 27"** and less than 80" above the floor? ("Yes" is a violation.) 2. Do pipes, signs, or other objects hang from above to **less than 80" above** the circulation path? 3. If **post mounted**, is the leading edge **more than 27"** above the floor and **projects more than 12"** into the circulation path?			
4.1.2(12); 4.27	**Controls:** *(Can be found on rent drop boxes, light switches, dumpsters, trash chutes, fire alarms, intercoms, fixed vending machines, etc.)* 1. Does each have a **clear floor space** of 30" x 48"? a. _____ b. _____ c. _____ 2. Is the **Highest and Lowest Operable Part** within reach? (identify the approach): a. **Forward approach** (Fig. 5(a)): 15" to 48". b. **Side approach** (Fig. 6(b)): 9" to 54". c. **Forward approach** over an **obstruction less than 20" deep** (Fig. 5(b)): **no higher than 48".** d. **Forward approach** over an **obstruction 20" to 25" deep** (Fig. 5(b)): **no higher than 44".** e. **Side reach** over an **obstruction no more than 10" deep** (Fig. 6(b)): **no higher than 54".** f. **Side reach** over an **obstruction 10" to 24" deep** (Fig. 6(c)): **no higher than 46".** 3. Is it **operable** with one hand without tight grasping, pinching, or twisting of the wrist?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE ROUTE:			
4.1.2(11); 4.25	**Storage:** (Of those serving each accessible dwelling unit, **one of each type**.) *(Can be mail boxes, clothes lines, fixed coat racks, etc.)* 1. Does each have a **clear floor space** of 30" x 48"? a. _____ b. _____ c. _____ 2. Is the **Highest and Lowest Operable Part** within reach? (Identify the approach. See "Controls" above for descriptions.): a. _____ b. _____ c. _____ 3. Is it **operable** with one hand without tight grasping, pinching, or twisting of the wrist?			
4.1.2(17); 4.32.3; 4.32.4	**Fixed or built-in tables and work surfaces:** *(Can be tables in laundry rooms, counters in recreation spaces, etc.)* 1. **Top** is **between 28" and 34"** above the floor? 2. **Clear floor space** is 30" by 48" that extends 19" under the table or work surface? 3. **Knee space** is **at least 27"** high?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	RAMPS:			
	Ramp Location:			
4.8.3;	Ramp is at least **36" wide between handrails**?			
4.8.2;	**Slope** is no more than **8.33%**?			
4.8.6;	**Cross-slope** (slope of ramp that is perpendicular to the direction of travel) is no more than **2%**?			
4.8.6; 4.5.1;	Ramp surface is firm, stable and slip-resistant?			
4.8.4;	**Landings:** Ramps must have landings at the top and bottom, at turns, and must have intermediate landings whenever the rise is more than 30". *(A 30-foot ramp sloping at 8.33% has a 30-inch rise.)* 1. **Slopes no more than 2%?** 2. **At least as wide** as ramp and **at least 60" long**? 3. If ramps **change direction** at landings, is the landing **at least 60" x 60"**?			
4.8.5; 4.8.7; Fig. 17	1. If ramp is **longer than 72"**, then are handrails provided on both sides? 2. If ramp or landings have **drop-offs**, are there curbs, walls, railings or projecting surfaces that prevent people from slipping off? 3. If a **curb** is provided, is it **at least 2" high**?			
4.8.8;	Can **water accumulate** on walking surface?			
4.26.2; 4.8.5(2), (3), (5), & (6);	**Handrails:** 1. **Diameter** of gripping surface **between 1 ¼" to 1 ½"?** 2. **Clear space** between the handrail and the wall shall be **1 ½" exactly**? 3. **If handrails are not continuous**, do they extend **at least 12"** beyond the top and bottom of each segment? 4. **Ends of handrails** are either **rounded** or returned smoothly to the floor, wall or post? 5. **Top** of handrail gripping surface shall be mounted **between 30" and 34"** above the ramp surfaces?			

MDC133

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ENTRANCE TO FACILITY:			
	Location:			
4.1.1(7); 4.30.5	**Entrance Signage:** If not all common use entrances are accessible: 1. If this is the **accessible entrance**, is it identified by an International Symbol of Accessibility?			
	INTERIOR SIGNS:			
4.1.2(15); 4.30.4; 4.30.3; 4.30.6;	Survey **Signage** designating permanent rooms and spaces *(including exit signs at doors, elevators, restrooms, room numbers, and interior apartment numbers):* 1. Does the text **contrast** with the background? 2. Is the text **raised** or incised? 3. Are the characters **at least 5/8**" but **no more than 2" tall**? 4. Is the sign mounted to the **latch side of the door**? 5. Is the **centerline** of the sign mounted **between 54" and 66"** above the floor?			

MDC134

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DOORS AND GATES:			
	Location:			
4.13.2;	Revolving doors or turnstiles **cannot** be used as accessible doors.			
4.13.6	**Maneuvering Space:** (Automatic or power-assisted doors do not require any minimum maneuvering clearance.)			
4.13.6	The maneuvering space **slopes no more than 2%** in either direction?			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	**Swinging Doors - Pull side** (**Choose** only one) 1. Approaching the door **head-on** (Fig. 25(a)): Is there **at least 18"** to the **latch side**? Is the **depth at least 60"?** 2. Approaching the **hinge side** of the door (Fig. 25(b)): Is there **at least 36"** to the **latch side** (42" if the depth is less than 60")? Is the **depth at least 54"?** 3. Approaching the **latch side** of the door (Fig. 25(c)): Is there **at least 24"** to the **latch side**? Is **depth at least 48"** (54" if door has a closer)?			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	**Swinging Doors - Push side** (**Choose** only one) 1. Approaching the door **head-on** (Fig. 25(a)): Is there **at least 12"** to the **latch side** when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the **depth at least 48"?** 2. Approaching the **hinge side** of the door (Fig. 25(b)): Is there **at least 18"** to the **hinge side**? Is the **depth at least 42"** (48" if the door has both a closer and latch)? 3. Approaching the **latch side** of the door (Fig. 25(c)): Is there **at least 24"** to the **latch side**? Is the **depth at least 42"** (48" if the door has a closer)?			

MDC135

* **Place asterisk in column for findings of non-compliance.**
** **Insert Photograph numbers for all elements and areas of non-compliance.**

Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DOORS AND GATES:			
4.13.6; Fig. 25(d); Fig. 25(e); Fig. 25(f);	**Sliding Doors** (**Choose** one for each side) 1. Approaching the door **head-on** (Fig. 25(d)): Is the **depth at least 48"?** 2. Approaching the **slide side** of the door (Fig. 25(e)): Is there **at least 18"** to the **slide side**? Is the **depth at least 42"?** 3. Approaching the **latch side** of the door (Fig. 25(f)): Is there **at least 24"** to the **latch side**? Is the **depth at least 42"?**			
4.13.7; Fig. 26	**Two Doors in a Series (Vestibule):** Between the doors, is there **at least 48"** beyond the swing of the doors?			
4.13.5; Fig. 24; 4.13.4;	**Clear Door Width** is **at least 32"?** *(Measured from the door face to the opposite stop when the door is open 90°.) (At double doors, measure using only one door.)*			
4.13.10;	Does the door take **more than 3 seconds to close**? *(From an open position of 70° to a point 3" from the latch)*			
4.13.9; 4.13.11;	**Door Hardware:** 1. **Does not** require **tight grasping** or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted **no higher than 48"** above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is **no more than 5 pounds**?			
4.13.8;	**Thresholds:** **1.** For exterior sliding doors, the threshold is **no higher than ¾"?** 2. For all other doors, the threshold is **no higher than ¾" (1/2" in New** Construction)? 3. Is the threshold **beveled**?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC OFFICES/MTG ROOMS/REC. ROOMS/LOBBIES, ETC.:			
	Location of Public Offices, Etc.:			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e)	Is the **minimum clear width** of the accessible route to this space **at least 36" wide, with no steps** (width may be reduced to 32" for a length of no more than 24")?			
4.4.1; 4.4.2; Fig. 8(a); Fig. 8(b);	**Protruding Objects**: 1. Does a telephone, sign, shelf, or other **object project more than 4" into the circulation path** and have the leading edge begin **more than 27"** and less than 80" above the floor? ("Yes" is a violation.) 2. Do pipes, signs, or other objects hang from above to **less than 80" above** the circulation path? 3. If **post mounted**, is the leading edge **more than 27"** above the floor and projects **more than 12"** into the circulation path?			
	Door:			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	**Swinging Doors - Pull side** (**Choose** only one) 1. Approaching the door **head-on** (Fig. 25(a)): Is there **at least 18"** to the **latch side**? Is the **depth at least 60"?** 2. Approaching the **hinge side** of the door (Fig. 25(b)): Is there **at least 36"** to the **latch side** (42" if the depth is less than 60")? Is the **depth at least 54"?** 3. Approaching the **latch side** of the door (Fig. 25(c)): Is there **at least 24"** to the **latch side**? Is the **depth at least 48"** (54" if the door has a closer)?			

MDC137

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC OFFICES/MTG ROOMS/REC. ROOMS/LOBBIES, ETC.:			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	**Swinging Doors - Push side** (**Choose** only one) 1. Approaching the door **head-on** (Fig. 25(a)): Is there **at least 12"** to the **latch side** when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the **depth at least 48"?** 2. Approaching the **hinge side** of the door (Fig. 25(b)): Is there **at least 18"** to the **hinge side**? Is the **depth at least 42"** (48" if the door has both a closer and latch)? 3. Approaching the **latch side** of the door (Fig. 25(c)): Is there **at least 24"** to the **latch side**? Is the **depth at least 42"** (48" if the door has a closer)?			
4.13.5; Fig. 24; 4.13.4;	**Clear Door Width** is **at least 32"?** *(Measured from the door face to the opposite stop when the door is open 90°.) (At double doors, measure using only one door.)*			
4.13.9; 4.13.11;	**Door Hardware:** 1. **Does not** require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted **no higher than 48"** above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is **no more than 5 pounds?**			
4.13.8;	**Thresholds:** 1. The threshold is **no higher than ¾" (1/2" in New** Construction)? 2. Is the threshold **beveled**?			
7.2; 4.32.4;	**Business/Transactional Counter: If** the counter is **more than 36"** above the floor: 1. **Is** there an **auxiliary counter** (in close proximity to the main counter), or a portion of the main counter, that is **no higher than 34"?**			

MDC138

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	OFFICE/MEETING ROOM/REC ROOM #2			
	Location of Public Offices, Etc.:			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e);	Is the **minimum clear width** of the accessible route to this space **at least 36" wide, with no steps** (width may be reduced to 32" for a length of no more than 24")?			
4.4.1; 4.4.2; Fig. 8(a); Fig. 8(b);	**Protruding Objects**: 1. Does a telephone, sign, shelf, or other **object project more than 4" into the circulation path** and have the leading edge begin **more than 27"** and less than 80" above the floor? ("Yes" is a violation). 2. Do pipes, signs, or other objects hang from above to **less than 80" above** the circulation path?			
	Door:			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	**Swinging Doors - Pull side** (**Choose** only one) 1. Approaching the door **head-on** (Fig. 25(a)): Is there **at least 18"** to the **latch side**? Is the **depth at least 60"?** 2. Approaching the **hinge side** of the door (Fig. 25(b)): Is there **at least 36"** to the **latch side** (42" if the depth is less than 60")? Is the **depth at least 54"?** 3. Approaching the **latch side** of the door (Fig. 25(c)): Is there **at least 24"** to the **latch side**? Is the **depth at least 48"** (54" if the door has a closer)?			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	**Swinging Doors - Push side** (**Choose** only one) 1. Approaching the door **head-on** (Fig. 25(a)): Is there **at least 12"** to the **latch side** when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the **depth at least 48"?** 2. Approaching the **hinge side** of the door (Fig. 25(b)): Is there **at least 18"** to the **hinge side**? Is the **depth at least 42"** (48" if the door has both a closer and latch)? 3. Approaching the **latch side** of the door (Fig. 25(c)): Is there **at least 24"** to the **latch side**? Is the **depth at least 42"** (48" if the door has a closer)?			

MDC139

* **Place asterisk in column for findings of non-compliance.**

** **Insert Photograph numbers for all elements and areas of non-compliance.**

Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
4.13.5; Fig. 24; 4.13.4;	**Clear Door Width** is **at least 32"?** *(Measured from the door face to the opposite stop when the door is open 90°.) (At double doors, measure using only one door.)*			
4.13.9; 4.13.11;	**Door Hardware:** 1. **Does not** require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted **no higher than 48"** above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is **no more than 5 pounds?**			
4.13.8;	**Thresholds:** 1. The threshold is **no higher than ¾" (1/2" in New** Construction)? 2. Is the threshold **beveled**?			
7.2; 4.32.4;	**Business/Transactional Counter: If** the **counter** is **more than 36"** above the floor: 1. **Is** there an **auxiliary counter** (in close proximity to the main counter), or a portion of the main counter, that is **no higher than 34"?**			

MDC140

* **Place asterisk in column for findings of non-compliance.**
** **Insert Photograph numbers for all elements and areas of non-compliance.**

Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	OFFICE/MEETING ROOM/REC ROOM #3			
	Location of Public Offices, Etc.:			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e)	Is the **minimum clear width** of the accessible route to this space **at least 36" wide, with no steps** (width may be reduced to 32" for a length of no more than 24")?			
4.4.1; 4.4.2; Fig. 8(a); Fig. 8(b);	**Protruding Objects**: 1. Does a telephone, sign, shelf, or other **object project more than 4" into the circulation path** and have the leading edge begin **more than 27"** and less than 80" above the floor? ("Yes" is a violation.) 2. Do pipes, signs, or other objects hang from above to **less than 80" above** the circulation path?			
	Door:			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	**Swinging Doors - Pull side** (**Choose** only one) 1. Approaching the door **head-on** (fig. 25(a)): Is there **at least 18"** to the **latch side**? Is the **depth at least 60"?** 2. Approaching the **hinge side** of the door (fig. 25(b)): Is there **at least 36"** to the **latch side** (42" if the depth is less than 60")? Is the **depth at least 54"?** 3. Approaching the **latch side** of the door (fig. 25(c)): Is there **at least 24"** to the **latch side**? Is the **depth at least 48"** (54" if the door has a closer)?			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	**Swinging Doors - Push side** (**Choose** only one) 1. Approaching the door **head-on** (fig. 25(a)): Is there **at least 12"** to the **latch side** when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the **depth at least 48"?** 2. Approaching the **hinge side** of the door (fig. 25(b)): Is there **at least 18"** to the **hinge side**? Is the **depth at least 42"** (48" if the door has both a closer and latch)? 3. Approaching the **latch side** of the door (fig. 25(c)): Is there **at least 24"** to the **latch side**? Is the **depth at least 42"** (48" if the door has a closer)?			

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* **Place asterisk in column for findings of non-compliance.**
** **Insert Photograph numbers for all elements and areas of non-compliance.**

Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
4.13.5; Fig. 24; 4.13.4;	**Clear Door Width** is **at least 32"?** *(Measured from the door face to the opposite stop when the door is open 90°.) (At double doors, measure using only one door.)*			
4.13.9; 4.13.11;	**Door Hardware:** 1. **Does not** require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted **no higher than 48"** above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is **no more than 5 pounds?**			
4.13.8;	**Thresholds:** 1. The threshold is **no higher than ¾" (1/2" in New** Construction)? 2. Is the threshold **beveled**?			
7.2; 4.32.4;	**Business/Transactional Counter: If** the **counter** is **more than 36"** above the floor: 1. **Is** there an **auxiliary counter** (in close proximity to the main counter), or a portion of the main counter, that is **no higher than 34"?**			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC RESTROOMS:	**WOMEN** **MEN**		
	Public Restroom Location:			
4.22.1; 4.1.2(10); 4.1.6(4)(e)	If public restrooms are provided, is **at least one (1)** accessible and on an accessible route (**All restrooms if New** Construction)?			
4.1.1(7); 4.30.5	**Sign:** Is it identified by an International Symbol of Accessibility?			
4.1.2(15); 4.30.4; 4.30.3; 4.30.6;	Survey **Signage** designating permanent rooms and spaces (including exit signs at doors, elevators, restrooms and room numbers): 1. Does the text **contrast** with the background? 2. Is the text **raised** or incised? 3. Are characters **at least 5/8”** but **no more than 2” tall**? 4. Is the sign mounted to the **latch side of the door**? 5. Is the sign mounted **between 54” and 66”** above the floor?			
	Doors:			
4.13.6	**Maneuvering Space:** (Automatic or power-assisted doors do not require any minimum maneuvering clearance.)			
4.13.6	The maneuvering space **slopes no more than 2%** in either direction?			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	**Swinging Doors - Pull side** (**Choose** only one) 1. Approaching the door **head-on** (fig. 25(a)): Is there **at least 18”** to the **latch side**? Is the **depth at least 60”?** 2. Approaching the **hinge side** of the door (fig. 25(b)): Is there **at least 36”** to the **latch side** (42” if the depth is less than 60”)? Is the **depth at least 54”?** 3. Approaching the **latch side** of the door (fig. 25(c)): Is there **at least 24”** to the **latch side**? Is the **depth at least 48”** (54” if the door has a closer)?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC RESTROOMS:	**WOMEN** **MEN**		
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	**Swinging Doors - Push side** (**Choose** only one) 1. Approaching the door **head-on** (fig. 25(a)): Is there **at least 12"** to the **latch side** when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the **depth at least 48"?** 2. Approaching the **hinge side** of the door (fig. 25(b)): Is there **at least 18"** to the **hinge side**? Is the **depth at least 42"** (48" if the door has both a closer and latch)? 3. Approaching the **latch side** of the door (fig. 25(c)): Is there **at least 24"** to the **latch side**? Is the **depth at least 42"** (48" if the door has a closer)?			
4.13.7; Fig. 26	**Two Doors in a Series (Vestibule):** Between the doors, is there **at least 48"** beyond the swing of the doors?			
4.13.5; Fig. 24; 4.13.4;	**Clear Door Width** is **at least 32"?** *(Measured from the door face to the opposite stop when the door is open 90°.) (At double doors, measure using only one door.)*			
4.13.10;	Does the door take **more than 3 seconds to close**? *(From an open position of 70° to a point 3" from the latch)*			
4.13.9; 4.13.11;	**Door Hardware:** 1. **Does not** require **tight grasping** or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted **no higher than 48"** above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is **no more than 5 pounds?**			
4.13.8;	**Thresholds:** 1. The threshold is **no higher than ¾" (1/2" in New** Construction)? 2. Is the threshold **beveled**?			
4.18.2; 4.18.3; 4.18.4;	**Urinals:** 1. Elongated rim **no more than 17"** above the floor? 2. **Clear floor space** is **at least** 30" x 48"? 3. Flush control is automatic or **no more than 44"** above the floor?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC RESTROOMS:	**WOMEN** **MEN**		
4.22.6; 4.19.2; 4.19.3; 4.19.4; Fig. 31; Fig. 32;	**Lavatory (a.k.a. Sink):** 1. Top of the **rim** is **no more than 34"** above the floor? 2. **Bottom of apron** is **at least 29"** above the floor? 3. At a point **8" back** from the front edge of the lavatory, is the clear knee space **at least 27" high** (excluding the dip of the overflow)? 4. Is the **clear floor space at least 30"** wide x 48" deep (must extend 17" to 19" under the lavatory)? 5. Are the drain and hot water supply **pipes insulated**?			
4.19.5; 4.27.4;	**Faucet Controls** automatic or easily operated with one hand and **don't require** tight gripping, pinching or twisting of the wrist?			
4.22.6; 4.19.6;	Is the **Mirror** mounted with bottom edge of the **reflecting surface no more than 40"** above the floor?			
4.22.7; 4.27; 4.2.5; 4.2.6;	**Dispensers/Other Elements:** 1. Does each have a **clear floor space** of 30" x 48"? a. Soap Dispenser b. Paper Towels c. Trash Receptacle d. Coat Hooks e. Feminine Hygiene d. Others 2. Is the **Highest Operable Part** within reach? (48" for forward approach or 54" for a side approach) a. Soap Dispenser b. Paper Towels c. Trash Receptacle d. Coat Hooks e. Feminine Hygiene f. Others. 3. Is it **operable** with one hand without tight grasping, pinching, or twisting of the wrist?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC RESTROOMS:	**WOMEN** **MEN**		
4.22.3; 4.2.3; Fig. 3;	**Unobstructed Turning Space:** 1. If there is **only one lavatory (a.k.a. sink) and one toilet**, is there a 30" x 60" clear floor space beyond the swing of the door? (May overlap accessible route and clear floor spaces at fixtures.) 2. In **all other toilet rooms**, is there an unobstructed turning space (a **60" diameter circle or T-shape**)? (May overlap the accessible route, maneuvering space at the door, and clear floor spaces at fixtures.)			
4.16.3; 4.16.2; Fig. 28	**ALL Toilets (Whether in Stall or Not):** 1. Top of seat is **17" to 19" above the floor**? 2. Is the **centerline exactly 18"** from the closest side wall?			
4.16.6; Fig. 29(b);	**Toilet Paper Dispenser:** 1. **Centerline** is **at least 19"** above the floor? 2. Starting at the edge farthest from the back wall, is it **no more than 36"** from the back wall? 3. Allows **continuous** paper delivery?			
4.16.5	**Flush Control:** 1. Flush control is automatic or **no more than 44"** above the floor? 2. Flush control is on the **wide side** (clear space side) of the toilet?			
4.17.5; 4.13; 4.17.3; Fig. 30(a); Fig. 29; 4.17.6; Fig. 30; 4.26.2;	**Toilet in a Stall:** 1. Stall door clear **opening width** is **at least 32"?** 2. **Hardware does not require** tight grasping or twisting of the wrist? 3. **Maneuvering space** outside stall door: a. If door swings out and the maneuvering space has a **front approach** (fig. 25(a)), is there **18" to the latch side**? b. For **all other door approaches** is the maneuvering space **at least 42" deep**? 4. Facing toilet - If toilet is **wall-mounted**, is stall **at least** 56" deep x 60" wide? 5. Facing toilet - If toilet is **floor-mounted**, is stall **at least** 59" deep x 60" wide?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC RESTROOMS:	**WOMEN** **MEN**		
	6. **Side Grab Bar**: a. Is **centerline** of **grab bar** mounted **between 33" and 36"** above the floor? b. Is grab bar **between 1 ¼" and 1 ½" in diameter**? c. Is the space **between the grab bar and the wall 1 ½" exactly**? d. Is the grab bar **no more than 12" of the back wall** and **at least 40"** long? 7. **Back Grab Bar**: a. Is **centerline** of **grab bar** mounted **between 33" and 36"** above the floor? b. Is grab bar **between 1 ¼" and 1 ½" in diameter**? c. Is the space **between the grab bar and the wall 1 ½" exactly**? d. Is the grab bar **no more than 6" of the side wall** and **at least 36"** long?			
4.23.3; 4.16; Fig. 28; 4.16.4; Fig. 29; 4.26.2; 4.16.5;	**Toilet NOT in a Stall** (unisex or single-user restroom) 1. If there is a **side approach**, is clear floor space **at least 56" deep x 48" wide** (a wall-hung lavatory may overhang the width up to 12")? 2. If there is only a **front approach**, is clear floor space **at least 66" deep x 48" wide** (a wall-hung lavatory may overhang the width up to 12")? 3. **Side Grab Bar:** a. Is **centerline** of **grab bar** mounted **between 33" and 36"** above the floor? b. Is grab bar **between 1 ¼" and 1 ½" in diameter**? c. Is the space **between the grab bar and the wall 1 ½" exactly**? d. Is grab bar **no more than 12" of the back wall** and **at least 42"** long with the **front edge at least 54"** from the back wall? **4. Back Grab Bar:** a. Is **centerline** of **grab bar** mounted **between 33" and 36"** above the floor? b. Is grab bar **between 1 ¼" and 1 ½" in diameter**? d. Is the space **between the grab bar and the wall 1 ½" exactly**? e. Is the grab bar **no more than 6" of the side wall** and **at least 36"** long?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ELEVATOR/PLATFORM LIFT:			
	Elevator/Platform Lift Location: *(Survey **all** elevator cars)*			
4.10.1; 4.3.3; 4.4.1; Fig. 7; Fig. 8(e)	Is the **minimum clear width** of the accessible route to the elevators **at least 36" wide, with no steps** (width may be reduced to 32" for a length of no more than 24")?			
4.10.3; Fig. 20;	**Hall Call Buttons** (outside elevators)**:** 1. **Centered at 42"** above the floor? 2. Have **visual signals** to indicate when each call is registered and when each call is answered? 3. **Not less than ¾"** in diameter? 4. Buttons are raised or flush?			
4.10.4; Fig. 20;	**Hall Lanterns** (outside elevators)**:** 1. Above each elevator door is there a **visible and audible signal** that indicates which car is answering a call? (Can be in-car lanterns if they are visible from the vicinity of the hall call buttons when the doors open.) 2. Do audible signals sound **once for the "up" and twice for the "down"** or have verbal annunciators? 3. **Visible signals:** a. **Centerline** is **at least 72"** above the lobby floor? b. **Elements** at least **2 ½" tall**?			
4.10.5; 4.30; Fig. 20;	**Raised Characters on Hoistway Entrances:** 1. Provided **on both jambs**? 2. **Centerline** mounted **60" exactly above the floor**? 3. The characters **at least 2" high**?			
4.10.6;	**Door Protective & Reopening Device:** 1. Door **reopens** when obstructed **without requiring contact**? 2. While obstructed and without contact, **door stays open at least 20 seconds**?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ELEVATOR/PLATFORM LIFT:			
4.10.2	Does the car **self-level to within ½"**?			
4.10.9; Fig. 22	**Floor Plan of Elevator Cars (Choose** only one): 1. If **door is centered**, is the car **at least** 51" deep and 80" wide *(measured from panel to panel)*? 2. If **door is to one side**, is the car **at least** 51" deep and 68" wide *(measured from panel to panel)*? 3. If elevator cars are **existing** (installed before July 11, 1988) and do not comply with either of the questions above, is car **at least** 48" by 48"?			
4.10.12; 4.30; Fig. 23(a)&(b)	**Car Controls (Inside Elevator):** 1. All floor buttons are **no higher than 48"**? 2. **Smallest dimension** is at least ¾"? 3. Buttons are **raised or flush**? 4. All buttons have a raised character/symbols mounted **to the left of the button**? 5. **Raised star** to the left of the main floor button? 6. Do **floor buttons alight** when pushed and stay lit until the call is answered?			
4.10.12(3); Figs. 23(a) & (b)	**Emergency Controls (Inside Elevator):** Controls, including the emergency alarm and emergency stop, are grouped at the bottom of the panel with **centerlines no less than 35"** above the floor (Figs. 23(a) and (b))?			
4.10.13;	**Car Position Indicators (Inside Elevator):** Is it visual and mounted above the car control panel or over the door?			
4.10.14; 4.30; 4.27;	**Elevators – Emergency Communications:** **If a two-way communication system is provided:** 1. Mounted **between 15" and 48"** above the floor? **2.** Characters and symbols are **raised** or incised and **at least 5/8" tall?** 3. If there is a handset, is the **cord at least 29" long**? 4. Controls **operable** with one hand without tight grasping or twisting? 5. **Does not require voice** communication?			
4.11; 4.11.2; 4.2.4; 4.11.3;	**PLATFORM LIFTS:** 1. Is platform **at least 48" deep and 36" wide**? 2. Can one **enter and exit without assistance**? (Is it on an accessible route, have compliant maneuvering space at the doors, and have compliant door hardware?)			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DRINKING FOUNTAINS/WATER COOLERS:			
	Drinking Fountain Location:			
4.15.5(2); 4.15.5(5); Fig. 27;	1. If **free-standing** or built-in, is there a 30" x 48" clear floor space for a parallel approach? 2. If **wall-** and post-mounted: a. **Knee clearance at least 27"** high? b. 30" by 48" **clear floor space** for a forward approach? c. Clear floor space **extends 17" to 19" under** the drinking fountain?			
4.15.2; 4.15.3;	**Spout:** 1. Is **no more than 36"** above the floor? 2. Near front? 3. **Water flow** height is **at least 4"?**			
4.15.4; 4.27.4;	**Controls:** 1. Mounted on the front or on the side **near the front**? 2. **Operable** with one hand and does not require tight grasping, pinching, or twisting of the wrist?			
4.4.1; Fig. 8(a); Fig. 8(b);	**Protruding Object:** Is **leading edge** of the drinking fountain **more than 27"** above the floor and **projects more than 4"** into the circulation path? ("Yes" is a violation.)			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	MAILBOXES:			
	Mailbox Location:			
	NOTE: Residents with disabilities can request the U.S. Postal Service to accommodate their disability by assigning them a mailbox on the bottom row.			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e);	Is the **minimum clear width** of the accessible route to the mailboxes **at least 36" wide, with no steps** (width may be reduced to 32" for a length of no more than 24")?			
4.2; 4.1; 4.2.5; 4.2.6; 4.2.4	1. **Clear floor space** at least 30" wide x 48" deep? *(Survey the boxes for the accessible unit. For more reach range options, see "Controls" on page 4.)* 2. **Front approach** (fig. 5(a)): mounted **no higher than 48"** above the floor? 3. **Side approach** (fig. 6(b)): mounted **no higher than 54"** above the floor?	_____ _____ _____ _____		
4.27.4;	Is it **operable** with one hand without tight grasping, pinching, or twisting of the wrist?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	LAUNDRY FACILITIES:			
	Laundry Location:			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e)	Is the **minimum clear width** of the accessible route to the laundry facility **at least 36" wide, with no steps** (width may be reduced to 32" for a length of no more than 24")?			
	Maneuvering Space at Door: (Automatic or power-assisted doors do not require any minimum maneuvering clearance.)			
4.13.6	The maneuvering space **slopes no more than 2%** in either direction?			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	**Swinging Doors - Pull side** (**Choose** only one) 1. Approaching the door **head-on** (fig. 25(a)): Is there **at least 18"** to the **latch side**? Is the **depth at least 60"?** 2. Approaching the **hinge side** of the door (fig. 25(b)): Is there **at least 36"** to the **latch side** (42" if the depth is less than 60")? Is the **depth at least 54"?** 3. Approaching the **latch side** of the door (fig. 25(c)): Is there **at least 24"** to the **latch side**? Is the **depth at least 48"** (54" if the door has a closer)?			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	**Swinging Doors - Push side** (**Choose** only one) 1. Approaching the door **head-on** (fig. 25(a)): Is there **at least 12"** to the **latch side** when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the **depth at least 48"?** 2. Approaching the **hinge side** of the door (fig. 25(b)): Is there **at least 18"** to the **hinge side**? Is the **depth at least 42"** (48" if the door has both a closer and latch)?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	LAUNDRY FACILITIES:			
	3. Approaching the **latch side** of the door (fig. 25(c)): Is there **at least 24"** to the **latch side**? Is the **depth at least 42"** (48" if the door has a closer)?			
4.13.5; Fig. 24; 4.13.4;	**Clear Door Width** is **at least 32"?** *(Measured from the door face to the opposite stop when the door is open 90°.) (At double doors, measure using only one door.)*			
4.13.10;	Does the door take **more than 3 seconds to close**? *(From an open position of 70° to a point 3" from the latch)*			
4.13.9; 4.13.11;	**Door Hardware:** 1. **Does not** require **tight grasping** or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted **no higher than 48"** above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is **no more than 5 pounds?**			
4.13.8;	**Thresholds:** 1. The threshold is **no higher than ¾" (1/2" in New** Construction)? 2. Is the threshold **beveled**?			
4.34.7.2;	Minimum of **1 front-loading** washer and dryer?			
4.2.5; 4.2.6	1. **Clear floor space** at least 30" wide x 48" deep? *(For more reach range options, see "Controls" on page 4.)* 2. **Front approach** (fig. 5(a)): mounted **no higher than 48"** above the floor? 3. **Side approach** (fig. 6(b)): mounted **no higher than 54"** above the floor?			
4.27.4; 4.34.7.3;	Are machine controls **operable** with one hand without tight grasping, pinching, or twisting of the wrist?			
4.1.2(17); 4.32.3; 4.32.4	Fixed or built-in tables and **work surfaces**: 1. Top is **between 28" and 34"** above the floor? 2. **Clear floor space** is 30" by 48" that extends 19" under the table or work surface? 3. **Knee space** is **at least 27"** high?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DUMPSTERS AND TRASH CHUTES:			
	Location:			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e)	Is the **minimum clear width** of the accessible route to this space **at least 36" wide, with no steps** (width may be reduced to 32" for a length of no more than 24")?			
4.13.6	**Maneuvering Space at door or gate:** (Automatic or power-assisted doors do not require maneuvering space.)			
4.13.6	The maneuvering space **slopes no more than 2%** in either direction?			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	**Swinging Doors - Pull side** (**Choose** only one) 1. Approaching the door **head-on** (fig. 25(a)): Is there **at least 18"** to the **latch side**? Is the **depth at least 60"?** 2. Approaching the **hinge side** of the door (fig. 25(b)): Is there **at least 36"** to the **latch side** (42" if the depth is less than 60")? Is the **depth at least 54"?** 3. Approaching the **latch side** of the door (fig. 25(c)): Is there **at least 24"** to the **latch side**? Is the **depth at least 48"** (54" if the door has a closer)?			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	**Swinging Doors - Push side** (**Choose** only one) 1. Approaching the door **head-on** (fig. 25(a)): Is there **at least 12"** to the **latch side** when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the **depth at least 48"?** 2. Approaching the **hinge side** of the door (fig. 25(b)): Is there **at least 18"** to the **hinge side**? Is the **depth at least 42"** (48" if the door has both a closer and latch)?			

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* **Place asterisk in column for findings of non-compliance.**
** **Insert Photograph numbers for all elements and areas of non-compliance.**

Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DUMPSTERS AND TRASH CHUTES:			
	3. Approaching the **latch side** of the door (fig. 25(c)): Is there **at least 24"** to the **latch side**? Is **depth at least 42"** (48" if door has a closer)?			
4.13.5; Fig. 24; 4.13.4;	**Clear Door Width** is **at least 32"?** *(Measured from the door face to the opposite stop when the door is open 90°.) (At double doors, measure using only one door.)*			
4.13.10;	Does the door take **more than 3 seconds to close**? *(From an open position of 70° to a point 3" from the latch)*			
4.13.9; 4.13.11;	**Door Hardware:** 1. **Does not** require **tight grasping** or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted **no higher than 48"** above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is **no more than 5 pounds?**			
4.13.8;	**Thresholds:** 1. The threshold is **no higher than ¾" (1/2" in New** Construction)? 2. Is the threshold **beveled**?			
4.2.5; 4.2.6;	**Controls:** 1. **Clear floor space at least** 30" wide x 48" deep? *(For more reach range options, see "Controls" on page 4.)* 2. **Front approach** (fig. 5(a)): mounted **no higher than 48"** above the floor? 3. **Side approach** (fig. 6(b)): mounted **no higher than 54"** above the floor?			
4.27.4;	Are machine controls **operable** with one hand without tight grasping, pinching, or twisting of the wrist?			

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Facility Name _____
Address _____
Unit/Apartment Number _____
Telephone Number _____
TDD/TTY Number _____

Name of Reviewer(s) _____
Date(s) of Review _____
Date Building was Built _____
Date(s) of Renovations, if any _____
(Any structure built after July 11, 1988 is considered New Construction)

Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	CLOTHES LINES, PICNIC AREA, PLAY EQUIPMENT, OTHER:			
	Location:			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e);	Is the **minimum clear width** of the accessible route to this space **at least 36" wide, with no step** (width may be reduced to 32" for a length of no more than 24")?			
4.13.6	**Maneuvering Space at door or gate:** (Automatic or power-assisted doors do not require maneuvering space.)			
4.13.6	The maneuvering space **slopes no more than 2%** in either direction?			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	**Swinging Doors - Pull side** (**Choose** only one) 1. Approaching the door **head-on** (fig. 25(a)): Is there **at least 18"** to the **latch side**? Is the **depth at least 60"?** 2. Approaching the **hinge side** of the door (fig. 25(b)): Is there **at least 36"** to the **latch side** (42" if the depth is less than 60")? Is the **depth at least 54"?** 3. Approaching the **latch side** of the door (fig. 25(c)): Is there **at least 24"** to the **latch side**? Is **depth at least 48"** (54" if door has a closer)?			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	**Swinging Doors - Push side** (**Choose** only one) 1. Approaching the door **head-on** (fig. 25(a)): Is there **at least 12"** to the **latch side** when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the **depth at least 48"?** 2. Approaching the **hinge side** of the door (fig. 25(b)): Is there **at least 18"** to the **hinge side**? Is the **depth at least 42"** (48" if the door has both a closer and latch)?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	CLOTHES LINES, PICNIC AREA, PLAY EQUIPMENT, OTHER:			
	3. Approaching the **latch side** of the door (fig. 25(c)): Is there **at least 24"** to the **latch side**? Is **depth at least 42"** (48" if door has a closer)?			
4.13.5; Fig. 24; 4.13.4;	**Clear Door Width** is **at least 32"?** *(Measured from the door face to the opposite stop when the door is open 90°.) (At double doors, measure using only one door.)*			
4.13.10;	Does the door take **more than 3 seconds to close**? *(From an open position of 70° to a point 3" from the latch)*			
4.13.9; 4.13.11;	**Door Hardware:** 1. **Does not** require **tight grasping** or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted **no higher than 48"** above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is **no more than 5 pounds**?			
4.13.8;	**Thresholds:** 1. For all other doors, the threshold is **no higher than ¾" (1/2" in New** Construction)? 2. Is the threshold **beveled**?			
4.2.5; 4.2.6;	**Controls:** 1. **Clear floor space at least** 30" wide x 48" deep? *(For more reach range options, see "Controls" on page 4.)* 2. **Front approach** (fig. 5(a)): mounted **no higher than 48"** above the floor? 3. **Side approach** (fig. 6(b)): mounted **no higher than 54"** above the floor?			
4.27.4;	Are machine controls **operable** with one hand without tight grasping, pinching, or twisting of the wrist?			

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Facility Name _____
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Unit/Apartment Number _____
Telephone Number _____
TDD/TTY Number _____

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Date(s) of Review _____
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Date(s) of Renovations, if any _____
(Any structure built after July 11, 1988 is considered New Construction)

Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	MISCELLANEOUS:			
	Misc. Location:			
	Community Kitchen: *(If existing construction (built before July 11, 1988), survey only the portions that residents and their guests use.)*			
4.1.2(12); 4.2.4.1; 4.2.5; 4.2.6; 4.24.3; 4.27	Community Kitchen **Sink Controls:** 1. Are **controls** operable with one hand **without tight grasping or twisting**? 2. Is the **clear floor space at least** 30" x 48"? 3. If **forward reach**, a. Is the maximum height for the controls **no more than 44"?** b. Are the controls **no more than 25"** from the front edge? 4. If **side reach**, a. Is the sink **counter no higher than 34"**? b. Are the controls **no more than 24" from the front edge**?			
4.1.2(17); 4.32.4	Is the portion of the **work surface no higher than 34"**?			
4.1.2(11) ; 4.2.5; 4.2.6; 4.27	Community Kitchen **Storage:** *(survey **one of each** type.)* 1. Are controls operable with one hand **without tight grasping or twisting**? 2. Is the **clear floor space at least** 30" x 48"? 3. If **forward reach**, is the operating hardware and at least one shelf **between 15" and 48"** (44" if reaching over an obstruction that's at least 20" deep)? 4. If **side reach**, is the operating hardware and at least one shelf **between 9" and 54"** (46" if reaching over an obstruction no higher than 34" and more than 10" deep. Cannot reach over an obstruction more than 34" tall.)?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	MISCELLANEOUS:			
4.1.2(16);	**Telephones:** *(At least one accessible telephone must be provided at each bank of telephones and individual telephone location)*			
4.31.2;	**Clear Floor Space** at least 30" x 48" for a parallel approach or a forward approach.)			
4.31.3; 4.2.5; 4.2.6;	**Telephone Mount Height:** 1. The highest operable part of phone is **no higher than 54"** if a parallel approach site impracticality used or 48" if a forward approach is used? 2. On a single floor or on the site, if there are two or more groups of telephones, if there **at least one telephone** that provides a forward approach?			
4.1.2(16)(b); 4.31.5;	Is there at least one telephone with **Volume Control**?			
4.31.8;	**Telephone Cord at least 29"** long?			
4.4.1; Fig. 8(a) & (b)	**Protruding Object:** 1. If **wall mounted**, is the leading edge of the telephone **more than 27"** above the floor and projects **more than 4"** into the circulation path? ("Yes" is a violation.) 2. If **post mounted**, is the leading edge of the telephone more than 27" above the floor and projects more than 12" into the circulation path?			
4.33.7;	**Assistive Listening Systems** (public meeting rooms); 1. Assistive Listening System provided? 2. If so, what type(s)? 3. How are these made available?			

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Date(s) of Review _____
Date Building was Built _____
Date(s) of Renovations, if any _____
(Any structure built after July 11, 1988 is considered New Construction)

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	(Includes private outdoor spaces such as balconies, patios, clothes lines, trash receptacle areas, etc.) (Use pages 2 – 32 for all common use elements.)			
	Route Location:			
	ENTRANCE DOOR			
4.13.6	**Maneuvering Space:** (Automatic or power-assisted doors do not require any minimum maneuvering clearance.)			
4.34.2(6); 4.13.6	The maneuvering space **slopes no more than 2%** in either direction?			
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	**Swinging Doors - Pull side** (**Choose** only one) 1. Approaching the door **head-on** (fig. 25(a)): Is there **at least 18"** to the **latch side**? Is the **depth at least 60"?** 2. Approaching the **hinge side** of the door (fig. 25(b)): Is there **at least 36"** to the **latch side** (42" if the depth is less than 60")? Is the **depth at least 54"?** 3. Approaching the **latch side** of the door (fig. 25(c)): Is there **at least 24"** to the **latch side**? Is **depth at least 48"** (54" if door has a closer)?			
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	**Swinging Doors - Push side** (**Choose** only one) 1. Approaching the door **head-on** (fig. 25(a)): Is there **at least 12"** to the **latch side** when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the **depth at least 48"?** 2. Approaching the **hinge side** of the door (fig. 25(b)): Is there **at least 18"** to the **hinge side**? Is the **depth at least 42"** (48" if the door has both a closer and latch)?			

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	3. Approaching the **latch side** of the door (fig. 25(c)): Is there **at least 24"** to the **latch side**? Is **depth at least 42"** (48" if door has a closer)?			
4.34.2(6); 4.13.5; Fig. 24;	**Clear Door Width** is **at least 32"?** *(Measured from the door face to the opposite stop when the door is open 90°.)*			
4.34.2(6); 4.13.10;	Does the door take **more than 3 seconds to close**? *(From an open position of 70° to a point 3" from the latch)*			
4.34.2(6); 4.13.9; 4.13.11;	**Door Hardware:** 1. **Does not** require **tight grasping** or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted **no higher than 48"** above the floor? (Including dead bolts.) 3. For interior doors only, opening force is **no more than 5 pounds**?			
4.34.2(6); 4.13.8;	**Thresholds:** 1. The threshold is **no higher than ¾" (1/2" in New** Construction)? 2. Is the threshold **beveled**?			
4.34.2(3)	**ACCESSIBLE ROUTE** *(Must connect the entrance door to the living spaces, kitchen, the accessible bathroom, the accessible bedrooms, and all the dwelling unit outdoor spaces such patios, balconies, clothes lines, and trash receptacles.)*			
4.34.2(3); 4.3.3; 4.4.1; Fig. 8(e);	Is the **minimum clear width** of the accessible route to this space **at least 36" wide, with no steps** (width may be reduced to 32" for a length of no more than 24")?			
4.34.2(2); 4.5.1; 4.3.8; 4.5.2;	**Surface**: 1. Firm, stable and slip-resistant? 2. Changes in level between ¼" – ½" shall be **beveled**? 3. Changes in level greater than ½" are ramped?			
4.34.2(2); 4.5.2	Must **stairs** be used as part of the accessible route? *("Yes" is a barrier.)*			

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	BEDROOM(S) *(Survey no more than two bedrooms)*			
4.34.2(15); 4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	**Swinging Doors - Pull side** (**Choose** only one) 1. Approaching the door **head-on** (fig. 25(a)): Is there **at least 18"** to the **latch side**? Is the **depth at least 60"?** 2. Approaching the **hinge side** of the door (fig. 25(b)): Is there **at least 36"** to the **latch side** (42" if the depth is less than 60")? Is the **depth at least 54"?** 3. Approaching the **latch side** of the door (fig. 25(c)): Is there **at least 24"** to the **latch side**? Is the **depth at least 48"?**	**Bedroom #1** **Bedroom #2**		
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	**Swinging Doors - Push side** (**Choose** only one) 1. Approaching the door **head-on** (fig. 25(a)): Is there **at least 12"** to the **latch side** when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the **depth at least 48"?** 2. Approaching the **hinge side** of the door (fig. 25(b)): Is there **at least 18"** to the **hinge side**? Is the **depth at least 42"?** 3. Approaching the **latch side** of the door (fig. 25(c)): Is there **at least 24"** to the **latch side**? Is the **depth at least 42"?**			
4.34.2(6); 4.13.5; Fig. 24;	**Clear Door Width** is **at least 32"?** *(Measured from the door face to the opposite stop when the door is open 90°.)*			
4.13.5; 4.25.2; 4.2.4; 4.25.3; 4.2.5; 4.2.6;	**Closets:** 1. **Doors**: a. If closet is **deeper than 24",** survey this door the same way as the bedroom door. b. If closet is **no deeper than 24",** then is the clear opening **at least 20"?** *(For reaching-in only.)* 2. **Clear floor space** of 30" wide x 48" deep in front of clothes rod?			

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	3. Is a **clothes rod no more than 54"** above the floor, or adjustable to that height? 4. If there is a **shelf**: a. If **side reach**, **no more than 54"** above floor? b. If **forward reach**, **no more than 48"** above the floor? 5. If **closet is at least 48" deep** is there a turning space (a 60" diameter circle or T-shape)? (May extend under clothes rods.)	**Bedroom #1** **Bedroom #2**		
4.34.2(15)	**OUTDOOR SPACES** *(Dwelling unit outdoor spaces such as patios, balconies, clothes lines, and trash receptacles must be on an accessible route.)*			
	Door:			
4.13.6	The maneuvering space **slopes no more than 2%** in either direction?			
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	**Swinging Doors - Pull side** (**Choose** only one) 1. Approaching the door **head-on** (fig. 25(a)): Is there **at least 18"** to the **latch side**? Is the **depth at least 60"?** 2. Approaching the **hinge side** of the door (fig. 25(b)): Is there **at least 36"** to the **latch side** (42" if the depth is less than 60")? Is the **depth at least 54"?** 3. Approaching the **latch side** of the door (fig. 25(c)): Is there **at least 24"** to the **latch side**? Is the **depth at least 48"?**			
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	**Swinging Doors - Push side** (**Choose** only one) 1. Approaching the door **head-on** (fig. 25(a)): Is there **at least 12"** to the **latch side** when there is Both a closer and latch side? If no closer and latch, there is no requirement. Is the **depth at least 48"?** 2. Approaching the **hinge side** of the door (fig. 25(b)): Is there **at least 18"** to the **hinge side**? Is the **depth at least 42"?**			

MDC163

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	3. Approaching the **latch side** of the door (fig. 25(c)): Is there **at least 24"** to the **latch side**? Is the **depth at least 42"?**			
4.13.6; Fig. 25(d); Fig. 25(e); Fig. 25(f);	**Sliding Doors** (**Choose** one for each side) 1. Approaching the door **head-on** (fig. 25(d)): Is the **depth at least 48"?** 2. Approaching the **slide side** of the door (fig. 25(e)): Is there **at least 18"** to the **slide side**? Is the **depth at least 42"?** 3. Approaching the **latch side** of the door (fig. 25(f)): Is there **at least 24"** to the **latch side**? Is the **depth at least 42"?**			
4.34.2(6); 4.13.5; Fig. 24;	**Clear Door Width** is **at least 32"?**			
4.34.2(6); 4.13.8;	**Thresholds:** 1. For **exterior sliding doors**, the threshold is **no higher than ¾"?** 2. The threshold is **no higher than ¾" (1/2" in New Construction**)? 3. Is the threshold **beveled**?			
4.34.2(2); 4.2.3; Fig. 3;	Is there a turning space (a **60" diameter circle or T-shape**)?			
4.34.2(3); 4.3.3; 4.4.1; Fig. 8(e);	Is the **minimum clear width** of the accessible route to this space **at least 36" wide, with no steps** (width may be reduced to 32" for a length of no more than 24")?			
4.34.2(2); 4.5.1; 4.3.8; 4.5.2;	**Surface**: 1. Firm, stable and slip-resistant? 2. Changes in level between ¼" – ½" shall be **beveled**? 3. Changes in level greater than ½" are ramped?			
4.34.2(2); 4.5.2	Must **stairs** be used as part of the accessible route? *("Yes" is a barrier.)*			
4.34.2(2); 4.3.7;	**Slope** is 5% or less (if slope is greater than 5% and it has ramp features, survey it as a ramp)?			
4.34.2(2); 4.3.7;	**Cross-slope** is **no more than 2%;**			

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	BATHROOMS *(**Only one** must comply.)*			
4.34.5; 4.3.3; 4.4.1; Fig. 8(e);	Is the **minimum clear width** of the accessible route to this space **at least 36" wide, with no steps** (width may be reduced to 32" for a length of no more than 24")?			
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	**Swinging Doors - Pull side** (**Choose** only one) 1. Approaching the door **head-on** (fig. 25(a)): Is there **at least 18"** to the **latch side**? Is the **depth at least 60"?** 2. Approaching the **hinge side** of the door (fig. 25(b)): Is there **at least 36"** to the **latch side** (42" if the depth is less than 60")? Is the **depth at least 54"?** 3. Approaching the **latch side** of the door (fig. 25(c)): Is there **at least 24"** to the **latch side**? Is the **depth at least 48"?**			
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	**Swinging Doors - Push side** (**Choose** only one) 1. Approaching the door **head-on** (fig. 25(a)): Is there **at least 12"** to the **latch side** when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the **depth at least 48"?** 2. Approaching the **hinge side** of the door (fig. 25(b)): Is there **at least 18"** to the **hinge side**? Is the **depth at least 42"?** 3. Approaching the **latch side** of the door (fig. 25(c)): Is there **at least 24"** to the **latch side**? Is the **depth at least 42"?**			
4.34.2(6); 4.13.5; Fig. 24;	**Clear Door Width** is **at least 32"?** *(Measured from the door face to the opposite stop when the door is open 90°.)*			
4.34.2(6); 4.13.8;	**Thresholds:** 1. The threshold is **no higher than ¾" (1/2"** in New Construction)? 2. Is the threshold **beveled**?			
4.34.5.2(2); Fig. 47(a);	**Toilet:** 1. Is top of toilet **seat between 15" and 19"** above the floor? 2. Is **centerline exactly 18"** from the closest side wall?			

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	3. If there is a **side approach**, is the clear floor space **at least 56" deep x 48" wide** (a wall-hung lavatory may overhang the width up to 12")? (fig. 47(a) middle) 4. If there is only a **front approach**, is the clear floor space **at least 66" deep x 48" wide** (a wall-hung lavatory may overhang the width up to 12")? (fig. 47(a) left)			
4.34.5.2(3); 4.26; Fig. 29;	**Grab Bars at Toilet:** **Side Grab Bar:** 1. Is **centerline** of grab bar mounted between **33" and 36" above the floor**? 2. Is grab bar between **1 ¼" and 1 ½" in diameter**? 3. Is the space between the **grab bar and the wall 1 ½"** exactly? *(Make a note if the grab bar is fold-down or floor-mounted type.)* 4. Is the **grab bar** no more than 12" of the back wall and at least 42" long? **Back Grab Bar:** 1. Is **centerline** of grab bar mounted between **33" and 36" above the floor**? 2. Is grab bar between **1 ¼" and 1 ½" in diameter**? 3. Is the space between the **grab bar and the wall 1 ½"** exactly? 4. Is the **grab bar** no more than 6" of the side wall and at least 36" long?			
4.34.5.2(4); Fig. 47(b);	**Toilet Paper Dispenser:** 1. **Centerline** is **at least 19"** above the floor? 2. Starting at the edge farthest from the back wall, is it **no more than 36"** from the back wall? 3. Mounted on **the side grab bar wall**?			
4.34.2(2); 4.2.3; Fig. 3	**Unobstructed Turning Space:** Is there an unobstructed turning space (a 60" diameter circle or T-shaped space)?			
4.34.5.3(1); 4.22.6; 4.19.2; 4.19.3; Fig. 31; 4.19.4;	**Lavatory (a.k.a. Sink):** 1. Top of the **rim** is no more than 34" above the floor? 2. Bottom of **apron is at least 29**" above the floor? 3. At a point **8" back** from the front edge of the lavatory, is the clear knee space **at least 27" high** (excluding the dip of the overflow)?			

MDC166

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	4. Is the **clear floor space** at least 30" x 48" deep (that extends 17" to 19" under the lavatory)? 5. Are the drain and hot water supply **pipes insulated**?			
4.34.5.3(1); 4.22.6; 4.19.5; 4.27.4;	**Lavatory (a.k.a. Sink) Controls:** Operable with one hand; and **does not require** tight grasping, twisting or pinching of the wrist to operate;			
4.34.5.3(1); 4.22.6; 4.19.6;	**Mirror:** Bottom edge of **reflective surface** is **no more than 40"** above the floor?			
4.34.5.3(3);	**Medicine Cabinet: Bottom shelf no more than 44"** above the floor?			
	Bathtub:			
4.34.5.4(1) Fig. 33;	**Clear Floor Space:** (A wall-hung lavatory may overlap the clear floor space only on the control wall (foot) side.) 1. If **forward approach**, is the clear floor space 48" deep x 60" wide? 2. If **side approach**, is the clear floor space 30" x 60"?			
4.34.5.4(5);	**Tub Shower Spray Unit:** 1. Can the shower head be **fixed and handheld**? 2. Is there a **hose** and is it **at least 60" long (59**" is acceptable)?			
4.34.5.4(4); 4.27.4; Fig. 34;	**Tub Faucet Controls:** 1. Operable w/ one hand and **not require tight grasping** or twisting of the wrist? 2. Located below the grab bar and **between the open side and the centerline** of the tub?			
4.34.5.4(2); 4.26.3; Fig. 33; Fig. 34;	**Tub – Seat** 1. Is a **securely-mounted** in-tub seat provided?			

MDC167

* **Place asterisk in column for findings of non-compliance.**
** **Insert Photograph numbers for all elements and areas of non-compliance.**

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
4.34.5.4(3); Fig. 34; 4.26; Fig. 48	**Tub Grab Bars:** **<u>Control Wall (foot of tub) Grab Bar</u>:** 1. Is **centerline** of **grab bar** mounted **between 33" and 36"** above the floor? 2. Is grab bar **between 1 ¼" and 1 ½" in diameter**? 3. Is the space **between the grab bar and the wall 1 ½" exactly**? 4. **At least 24" long**, mounted to the open side of the tub? **<u>Back Wall Grab Bars (two – one over top of other)</u>:** 1. Is **centerline** of the **top grab bar** mounted **between 33" and 36"** above the floor? 2. Is the **centerline** of the **bottom grab bar** mounted **9" above** the top of the tub? 3. **Between 1 ¼" and 1 ½"** in **diameter**? 4. Is the space **between the grab bars and the wall 1 ½" exactly**? 5. **At least 24" long**? 6. **No more than 12" from the control wall** (foot) of the tub? 7. **No more than 24" from the head** of the tub? **<u>Head of Tub Grab Bar</u>:** 1. Is **centerline** of the grab bar mounted **between 33" and 36" above the floor**? 2. Is grab bar **between 1 ¼" and 1 ½"** in **diameter**? 3. Is the space **between the grab bar and the wall 1 ½" exactly**? 4. **Is** the **grab bar at least 12"** long?			

MDC168

* **Place asterisk in column for findings of non-compliance.**
** **Insert Photograph numbers for all elements and areas of non-compliance.**

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	Shower:			
4.34.5.5(1); Fig. 35(a) or Fig. 35(b); 4.21.7;	**Shower Stalls:** Which shower type? (**Choose** one) 1. **Transfer**: 36" deep by 36" wide? If there is a **curb**, is it **less than ½"?** a. **Clear floor space** at least 36" by 48"? 2. **Roll-in**: 30" deep by 60" (58 ½" is acceptable) wide? Is there a **curb?** ("Yes" is a barrier.) a. **Clear floor space** at least 36" by 60"?			
4.34.5.5(2); Fig. 35(a); Fig. 35(b); 4.26.3;	If a **transfer shower**, is there a **seat?** 1. Between **17" and 19"** above the floor? 2. Extends the **full depth** of the stall? 3. Located on **wall opposite the controls**? 4. Mounted securely?			
4.34.5.5(5);	**Tub Shower Spray Unit:** 1. Can the **shower head** be **fixed and handheld**? 2. Is there a **hose** and is it **at least 60" long? (59"** is acceptable.)			
4.34.5.5(4); Fig. 37; 4.21.5;	**Shower Controls:** 1. Mounted **between 38" and 48"** above the floor? 2. Located **between** the **open side and the centerline** of the shower? 3. Operable w/ one hand and **not require tight grasping** or twisting of the wrist?			
4.34.5.5(3); 4.26.2; Fig. 37; Fig. 39(e);	**Grab Bars: (Choose Whether Transfer or Roll-In Shower and Answer Those Questions)** **TRANSFER SHOWER** (36" x 36"): **<u>Back Wall</u>** 1. Is **centerline** mounted **between 33" and 36"** above **the floor**? 2. **Between 1 ¼" and 1 ½"** in **diameter**? 3. Is the **space** between the grab bar and the **wall 1 ½" exactly?** 4. **18" long** positioned between the centerline of the stall and the control wall?			

MDC169

* **Place asterisk in column for findings of non-compliance.**
** **Insert Photograph numbers for all elements and areas of non-compliance.**

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	Control Wall 1. Is **centerline** mounted **between 33" and 36" above the floor**? **2. Between 1 ¼" and 1 ½"** in **diameter**? **3.** Is the **space** between the grab bar and the **wall 1 ½" exactly?** 4. Extends the length of the wall? **ROLL-IN SHOWER** (30" x 60"): **Side Wall** 1. Is **centerline** mounted **between 33" and 36"** above the floor? 2. **Between 1 ¼" and 1 ½"** in **diameter**? 3. Is the **space** between the grab bar and the **wall 1 ½" exactly?** 4. Extends the length of the wall? **Back Wall** 1. Is **centerline** mounted **between 33" and 36"** above the floor? 2. Between 1 ¼" and 1 ½" in **diameter**? 3. Is the space between the grab bar and the **wall** 1 ½" exactly? 4. Extends the length of the wall? **Control Wall** 1. Is **centerline** mounted between **33" and 36" above the floor**? 2. **Between 1 ¼" and 1 ½"** in **diameter**? 3. Is the **space** between the grab bar and the **wall 1 ½" exactly?** 4. Extends the length of the wall?			

MDC170

* **Place asterisk in column for findings of non-compliance.**
** **Insert Photograph numbers for all elements and areas of non-compliance.**

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	KITCHEN			
4.34.6; 4.34.2(13); 4.3.3; Fig 7; Fig. 8(e);	Is the **minimum clear width** of the accessible route to the kitchen **at least 36" wide, with no steps** (width may be reduced to 32" for a length of no more than 24")?			
4.34.6.1;	**Clearance** between all opposing cabinets, counters, appliances or walls: (**Choose** One) 1. If **U-shaped kitchen**, is there at least 60"? 2. In all **other layouts**, is there at least 40"?			
4.34.2(2); 4.2.3; Fig. 3;	Is there an unobstructed turning space (a **60" diameter circle or T-shape**)? *(May include knee space under work surface or sink if it is at least 36" wide)*			
4.34.6.2;	**Clear Floor Space:** With either forward reach or side reach, is there at least **30" x 48"** at the following types of appliances: Oven; Range; Cook top; Dishwasher; Refrigerator; Counter; Storage Facilities, Etc.			
4.34.6.4(1); 4.34.6.4(2) 4.34.6.4(3); 4.34.6.4(4); Fig. 50; 4.2.4.1;	**Kitchen Counter Work Surface:** 1. At least one **30" section of the counter** with knee clearance **at least 27" high**? 2. **Surface no more than 34**" above the floor? 3. **If** a **removable base cabinet** is provided, once removed: a. Is the **floor finished underneath**? b. Will the **opening** be **at least 30" wide and 27" high**?			
4.34.6.5; Fig. 51;	**Kitchen Sink & Surrounding Counter:** 1. Knee clearance is **at least 30" wide and at least 27" high**? 2. Sink **rim** and counter surface are **no more than 34"** above the floor? 3. **If** a **removable base cabinet is** provided, once removed: a. Is the **floor finished underneath**? **b.** Is the **opening at least 30" wide and 27" high?** 4. **Sink** is **no deeper than 6 ½"?**			

MDC171

* **Place asterisk in column for findings of non-compliance.**
** **Insert Photograph numbers for all elements and areas of non-compliance.**

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
4.34.6.5(8);	**Kitchen Pipes** must be insulated or wrapped?			
4.34.6.7; Fig. 52;	**Kitchen Oven:** 1. **If** oven is **not self-cleaning**, is it **adjacent** to an accessible 34" high (or adjustable) kitchen counter work surface? 2. Controls: a. Located **on** the **front panel**? b. Can be operated with one hand and not require twisting of the wrist or tight grasping?			
4.34.6.6; 4.27;	**Kitchen Range/Cook-tops Controls:** 1. Usable without reaching across burners? 2. Including the range hood controls, are the controls within reach? *(For a complete listing of reach range, see "Other Controls" below.)* 3. Can be operated with one hand and not require twisting of the wrist or tight grasping?			
4.34.6.9; 4.34.6.3; 4.27;	**Dishwasher:** 1. Controls operable with one hand and not require tight grasping, pinching, or twisting of the wrist to operate;			
.34.6.10; 4.25.2; 4.25.3; 4.2.5; 4.2.6; Fig. 50;	**Kitchen Storage:** 1. **Operable hardware for all cabinets**: a. For **wall** cabinets, are located **near the bottom**? b. For **base** cabinets, are located **near the top**? c. Is it **operable** with one hand without tight grasping, pinching, or twisting of the wrist? 2. For the **wall cabinet above the work surface**: a. Is the bottom shelf **no more than 48"** above the floor?			
4.34.7;	**WASHER/DRYER, UTILITY ROOM**			
4.34.7; 4.34.2(2); 4.2.3; Fig. 3;	**Washer/Dryer, Utility Room:** 1. Is there an unobstructed turning space (a **60" diameter circle or T-shape**)? 2. For either a forward or side approach, is the **clear floor space at least** 30" x 48"? 3. If machines are provided by management: a. Are controls **on the front panel**? b. **Operable** with one hand and not require twisting of the wrist or tight grasping? c. **Front-loading?**			

MDC172

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
4.34.2(9); 4.1.2(12)	**OTHER CONTROLS**			
4.2.4; Fig. 4; 4.34.2(9); 4.27; 4.2.5; 4.2.6	**Other Controls:** 1. Does each have a **clear floor space** of 30" x 48"? **a. thermostats** **b. heating/air conditioning** **c. light switches** d. electrical **wall outlets** *(cannot be lower than 15")* e. _____ f. _____ 2. Is the **Highest and Lowest Operable Part** within reach? (identify the approach): a. **Forward approach** (Fig. 5(a)): 15" to 48". b. **Side approach** (Fig. 6(b)): 9" to 54". c. **Forward approach** over an **obstruction less than 20" deep** (Fig. 5(b)): no higher than 48". d. **Forward approach** over an **obstruction 20 to 25" deep** (Fig. 5(b)): no higher than 44". e. **Side reach** over an **obstruction no more than 10" deep** (Fig. 6(b)): no higher than 54". f. **Side reach** over an **obstruction 10" to 24" deep** (Fig. 6(c)): no higher than 46". 3. Is it **operable** with one hand without tight grasping, pinching, or twisting of the wrist?			

MDC173

* **Place asterisk in column for findings of non-compliance.**
** **Insert Photograph numbers for all elements and areas of non-compliance.**

Exhibit K

Miami-Dade County Resolution No. R-1181-19

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

MEMORANDUM

Agenda Item No. 14(A)(4)

TO: Honorable Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners

DATE: November 19, 2019

FROM: Abigail Price-Williams County Attorney

SUBJECT: Resolution approving form of a Tenant Relocation Agreement; directing the County Mayor to execute such Tenant Relocation Agreements with public residents impacted by the proposed closure of Harry Cain and Annie Coleman 14 public housing developments, the future closure of any additional public housing developments, or the redevelopment of a public housing development converted to Section 8 project-based housing through Rental Assistance Demonstration Program; directing the County Mayor to develop a tenant relocation officer program to assist tenants with the relocation process; and waiving Resolution No. R-130-06

Resolution No. R-1181-19

This item was amended at the 11-15-19 Chairwoman's Policy Council Committee to require the County to pay for fees related to residents obtaining new driver's licenses and state identification cards as a result of relocating.

The accompanying resolution was prepared and placed on the agenda at the request of Co-Prime Sponsors Commissioner Barbara J. Jordan and Chairwoman Audrey M. Edmonson and Co-Sponsor Commissioner Dennis C. Moss.

Abigail Price-Williams
County Attorney

APW/uw.

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners

DATE: November 19, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(4)

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)(4)
11-19-19

RESOLUTION NO. R-1181-19

RESOLUTION APPROVING FORM OF A TENANT RELOCATION AGREEMENT; DIRECTING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH TENANT RELOCATION AGREEMENTS WITH PUBLIC RESIDENTS IMPACTED BY THE PROPOSED CLOSURE OF HARRY CAIN AND ANNIE COLEMAN 14 PUBLIC HOUSING DEVELOPMENTS, THE FUTURE CLOSURE OF ANY ADDITIONAL PUBLIC HOUSING DEVELOPMENTS, OR THE REDEVELOPMENT OF A PUBLIC HOUSING DEVELOPMENT CONVERTED TO SECTION 8 PROJECT-BASED HOUSING THROUGH RENTAL ASSISTANCE DEMONSTRATION PROGRAM; DIRECTING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO DEVELOP A TENANT RELOCATION OFFICER PROGRAM TO ASSIST TENANTS WITH THE RELOCATION PROCESS; AND WAIVING RESOLUTION NO. R-130-06

WHEREAS, the County is a "public housing agency," as defined in the United States Housing Act of 1937 (42 U.S.C. § 1437 *et seq.*, as amended), and is the owner and operator of 12 public housing asset management developments, which include over 9,000 units; and

WHEREAS, the public housing program is funded by the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, the County, as a steward of the public housing program and as owner of certain public housing developments, has an obligation to provide decent, safe and sanitary housing for all residents of such housing in accordance with federal and state laws and regulations; and

WHEREAS, much of the County's public housing portfolio is outdated and in need of rehabilitation or redevelopment; and

WHEREAS, for many years the County relied on HUD's Capital Funding Program to maintain its public housing stock; and

WHEREAS, HUD's Capital Funding Program only provides approximately $14 million per year to the County; and

WHEREAS, the County, however, has partnered with private developers to redevelop its public housing stock through a HUD-approved mixed-finance approach, which, to date, has resulted in approximately 2,400 units that have been redeveloped or are in the process of being redeveloped; and

WHEREAS, although the mixed-finance approach has been successful, the County has sought other means to ensure that the remaining public housing stock is redeveloped; and

WHEREAS, on August 30, 2018, the County transmitted to HUD Secretary Benjamin S. Carson, Sr., M.D. a letter of interest proposing the conversion of 6,426 public housing units to the Section 8 project-based housing program through HUD's Rental Assistance Demonstration program ("RAD Program") (collectively referred to as the "County's Portfolio Award Application"); and

WHEREAS, the RAD Program is the voluntary, permanent conversion of public housing to the Section 8 project-based housing program, which was authorized in the Fiscal Year 2012 Congressional Appropriations Bill; and

WHEREAS, unlike the public housing program, the Section 8 project-based housing program allows for more funding flexibility, including the use of other funding sources, such as tax credits, private debt and equity, and other public funds to maintain and improve existing public housing buildings; and

WHEREAS, the RAD Program also guarantees strong tenant protections that tenants currently have under the public housing program; and

WHEREAS, on October 3, 2019, this Board adopted Resolution No. R-1059-19, which, in part, authorizes the County Mayor or the County Mayor's designee to amend the County's Portfolio Award Application to include certain public housing developments that are being redeveloped by Related Urban, thus bringing the total number of public housing units to be converted through the RAD Program from 6,426 to 7,718; and

WHEREAS, the public housing units located in Harry Cain and Annie Coleman 14 public housing sites are currently included amongst the 7,718 units to converted through the RAD Program; and

WHEREAS, however, due to health and safety issues in Harry Cain and Annie Coleman 14, the County has proposed to close both of these public housing developments and relocate the residents by using vouchers through the Section 8 Housing Choice Voucher Program; and

WHEREAS, the County's redevelopment efforts and the proposed closure of Harry Cain and Annie Coleman 14 could potentially cause thousands of tenants to be relocated; and

WHEREAS, relocating from one's home, regardless of the circumstances, can be costly, time consuming and difficult, and those challenges are even greater for residents of limited incomes relocating from public housing; and

WHEREAS, this Board desires to provide assurances to the residents impacted by the proposed closures or the public housing developments to be converted through the RAD Program of their rights to assistance while relocating and their rights to return to their developments after they have been redeveloped; and

WHEREAS, to provide the residents with this assurance, this Board desires that the County enter into tenant relocation agreements with public housing residents impacted by the proposed closure of Harry Cain and Annie Coleman 14 public housing developments, the future closure of any additional public housing developments, or the redevelopment of public housing developments proposed to be converted to Section 8 project-based housing through RAD Program; and

WHEREAS, during the October 18, 2019 Chairwoman's Policy Council meeting, comments were received from the residents, Legal Services of Greater Miami, Inc., and the public concerning the proposed tenant relocation agreement; and

WHEREAS, during the meeting the County Attorney's Office and the County administration were directed to meet with Legal Services of Greater Miami, Inc., to address the concerns that were raised and to return with an agreement that is acceptable to the County, residents, resident councils and their legal counsel; and

WHEREAS, the proposed tenant relocation agreement, which is attached hereto as Exhibit A, is acceptable to all interested parties; and

WHEREAS, this Board wishes to ensure that the tenant relocation agreements set forth certain rights on the part of relocating tenants and certain duties and responsibilities on the part of the County; and

WHEREAS, this Board further wishes to establish a tenant relocation officer program, which will provide assistance to the aforementioned public housing residents; and

WHEREAS, this Board wishes to waive Resolution No. R-130-06, which provides that an item seeking approval of a contract shall not be placed on a County Commission or committee agenda until the underlying contract is completely negotiated, in final form and executed by all

non-County parties, to give the County Mayor or the County Mayor's designee time to have the tenant relocation agreements executed by the public housing residents impacted by the proposed closures,

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

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

Section 2. This Board approves the Tenant Relocation Agreement, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference.

Section 3. >>This Board directs the County Mayor or the County Mayor's designee to establish and implement, utilizing existing budgeted funds, a process to compensate public residents impacted by the proposed closure of Harry Cain and Annie Coleman 14 public housing developments, the future closure of any additional public housing developments, or the redevelopment of public housing developments proposed to be converted to Section 8 project-based housing through Rental Assistance Demonstration Program ("RAD Program") for fees related to obtaining or replacing driver's licenses or state identification cards necessary due to relocation efforts.[1]

Section 4.<< This Board directs the County Mayor or the County Mayor's designee to execute the Tenant Relocation Agreement with public residents impacted by the proposed closure of Harry Cain and Annie Coleman 14 public housing developments, the future closure of any additional public housing developments, or the redevelopment of public housing developments proposed to be converted to Section 8 project-based housing through [[~~Rental Assistance~~

[1] Committee amendments are indicated as follows: Words stricken through and/or [[double bracketed]] are deleted, words underscored and/or >>double arrowed<< are added.

~~Demonstration Program ("RAD Program")~~]] >>RAD Program<<. This Board further waives Resolution No. R-130-06, which provides that an item seeking approval of a contract shall not be placed on a County Commission or committee agenda until the underlying contract is completely negotiated, in final form and executed by all non-County parties, to give the County Mayor or the County Mayor's designee time to have the tenant relocation agreements executed by the public housing residents impacted by the proposed closures.

[[**~~Section 4~~**]]>>**Section 5**<<. This Board directs the County Mayor or the County Mayor's designee to develop a tenant relocation officer program wherein each public housing resident being relocated as a result of the closure of a public housing development or the redevelopment of a public housing project through the RAD Program shall be assigned a particular tenant relocation officer to assist them through the relocation process. To assist relocating tenants in identifying suitable housing, the tenant relocation officer shall have frequent contact with local realtors and multi-family developments, keep an updated list of available units, provide that list regularly to the relocating tenants, and perform the duties ascribed to the tenant relocation officer as set forth in the Tenant Relocation Agreement approved herein.

The Co-Prime Sponsors of the foregoing resolution are Commissioner Barbara J. Jordan and Chairwoman Audrey M. Edmonson and the Co-Sponsor is Commissioner Dennis C. Moss. It was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Esteban L. Bovo, Jr.** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	**aye**		
Rebeca Sosa, Vice Chairwoman	**aye**		
Esteban L. Bovo, Jr.	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Sally A. Heyman	**aye**
Eileen Higgins	**aye**	Barbara J. Jordan	**aye**
Joe A. Martinez	**absent**	Jean Monestime	**aye**
Dennis C. Moss	**aye**	Sen. Javier D. Souto	**aye**
Xavier L. Suarez	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of November, 2019. 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

Linda L. Cave

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. JMM For

Terrence A. Smith
Brenda Kuhns Neuman

EXHIBIT A

TENANT RELOCATION AGREEMENT

This Tenant Relocation Agreement (hereinafter referred to as the "Agreement"), by and between Miami-Dade County, a political subdivision of the State of Florida and through its Public Housing and Community Development Department (hereinafter collectively referred to as "County" or "PHCD"), with a mailing address of 701 N.W. 1 Court, 16th Floor, Miami, Florida 33136, and [*Name of Head of Household*] and those household members listed in the first recital of this Agreement (hereinafter collectively referred to as "Tenant"), with mailing address [*mailing address of Tenant*] (hereinafter the "Premises"), states conditions and covenants for the rendering of tenant relocation services through PHCD. The County (including PHCD) and the Tenant shall collectively referred to as the "Parties."

RECITALS

WHEREAS, the County desires to relocate Tenant, which includes the following members of the household:

1. [Insert Name of Household Member]
2. [Insert Name of Household Member]
3. [Insert Name of Household Member]; and

WHEREAS, in accordance with Miami-Dade Board of County Commissioner's Resolution No. R-____-19, this Agreement is being entered into to set forth the rights and obligations of the County and Tenant,

NOW, THEREFORE, in consideration of the mutual covenants recorded herein, the Parties hereto agree as follows:

SECTION ONE. GENERAL TERMS.

A. TENANT hereby agrees to the following:

1. In the event the County complies with its obligations under this Agreement as set forth in Section One (B) below, Tenant shall have no right to seek enforcement of this Agreement.

2. Tenant shall cooperate with the efforts of the County to assist Tenant in relocating to alternative and comparable housing as more fully described in Section B of this Agreement.

3. Tenant shall continue to meet their obligations under the public housing program and the lease between the County and Tenant until Tenant is relocated to new housing in accordance with this Agreement. In the event Tenant chooses to be relocated to another comparable public housing unit, Tenant shall comply with the terms of their new Lease and the public housing program.

4. Tenant shall vacate the Premises once Tenant has located new housing as described herein and has received authorization to move into the new housing.

B. The COUNTY hereby agrees to the following:

1. The County shall assist Tenant in relocating to other suitable housing.

2. The County shall provide Tenant a Section 8 Housing Choice Voucher to pay for private housing.

3. The County shall assist Tenant in finding suitable housing using a Section 8 Housing Choice Voucher.

4. If Tenant requires an extension to locate private housing using the Section 8 Housing Choice Voucher and Tenant requests such extension from the County, the County shall grant such extension beyond the timeframes set forth in the Section 8 Administrative Plan so long as Tenant continues to search for housing. In the event Tenant stops searching for housing, the County shall have no obligation to grant Tenant's request for an extension. Notwithstanding the provisions set forth in 24 C.F.R. § 982.555 related to informal hearings and the County's Section 8 Administrative Plan, the County agrees to provide Tenant with notice and an informal hearing if their Section 8 Housing Choice Voucher expires and the County makes a determination not to grant an extension to such voucher's term. The County will allow for family separations for large families if they cannot locate private housing using a Section 8 Housing Choice Voucher.

5. If Tenant prefers to transfer to public housing and requests that the County permit such transfer, the County shall provide Tenant another comparable public housing unit to the extent that such public housing unit is available. The County will provide Tenant with a list of all comparable units that are available. If a public housing unit is not available or no longer desirable by Tenant, the County will provide Tenant a Section 8 Housing Choice Voucher. If Tenant accepts a public housing transfer and signs a lease, Tenant shall forfeit the Section 8 Housing Choice Voucher.

6. The County will continue to recognize any resident council formed under 24 CFR part 964 and, if the public housing development does not have a resident council, the Tenants shall have the right to organize and form a resident council. The resident council will remain the representative organization for the residents during relocation and after the residents relocate to the redeveloped or reopened project connected with their former public housing development. The County will provide support and resources to the resident council while the property is being redeveloped or closed.

7. The County shall pay all reasonable moving fees and costs, including paying movers to transport Tenant's furniture and belongings, rental or other application fees, utility hook-up costs, deposits and fees, first and last month's rent, and security deposits. For each move, the County will pay application or rental fees for up to five properties. The County will pay additional application or rental fees if Tenant's applications are denied or is

unable to move into the units. Tenant will not be required to pay the costs out-of-pocket and seek reimbursement. For moving costs outside of Miami-Dade County, the County will pay moving costs in accordance with the Department of Transportation Fixed Residential Moving Cost Schedule, Federal Register Volume 80, No. 142, p. 44183-4.

8. The County shall ensure that Tenant shall have the rights described in this Agreement even if Tenant finds their own housing without using a Section 8 Housing Choice Voucher or remains in public housing

9. If Tenant's lease that is entered into with a private landlord under the Section 8 Housing Choice Voucher program following relocation is not renewed or is terminated for any reason, the County shall assist Tenant in finding another comparable housing unit until this Agreement is terminated pursuant to Section Four of this Agreement. In the event Tenant must relocate to another comparable housing unit, the County shall pay all moving costs and fees set forth in subsection (7) above; provided, however, the County shall have no obligation to pay such moving costs and fees if Tenant relocates to another county or another state, with the exception of Broward County.

10. A Section 8 Voucher issued pursuant to this Agreement is exempt from termination based upon insufficient funding under Section 14.3 of the Administrative Plan.

11. Tenant shall have the right to return to the redeveloped or reopened project connected with their former public housing development in a unit with an income-based rent unless Tenant is terminated from the Section 8 voucher program or is evicted from a public housing unit. However, even if evicted or terminated, a Tenant may present mitigating circumstances as to why the Tenant should be entitled to return.

12. Tenant and members of Tenant's household who are relocated shall not be rescreened, including for criminal history and credit history, if Tenant chooses to return to the redeveloped or reopened project connected with their former public housing site. Tenant shall not be screened to determine if they meet Low-Income Housing Tax Credit (LIHTC) eligibility requirements, if applicable, upon move-in or upon future recertifications.

13. The County shall pay tenants' relocation costs, including moving costs, to relocate back to the public housing project should they choose to return upon completion of its redevelopment. Tenant will not be required to pay the costs out-of-pocket and seek reimbursement.

14. Tenant shall be assigned a Tenant Relocation Officer, who shall:

    a) regularly meet individually with Tenant, including after hours or on the weekend if that is helpful to the Tenant;

b) help Tenant identify suitable housing opportunities, including providing a list of available units and providing transportation for Tenant to view those units;

c) provide intensive counseling to assist Tenant through the moving process, including education on how to set up utilities, insurance, and other services and how to pay for them regularly;

d) arrange for transportation for Tenant to visit potential homes, attend required interviews, or deliver paperwork;

e) assist Tenant in completing rental and other applications;

f) interact with landlords in instances where criminal backgrounds could potentially hinder the Tenants' ability to secure the new home;

g) arrange for the transportation of Tenant and the moving of their belongings to their new homes; and

h) relocation services, Section 8 appointments, orientations, and briefings will also regularly be provided at the public housing site where Tenant currently resides; provided, however, that after Tenant relocates the before-mentioned services shall be provided by the County at a location to be determined in the County's sole discretion.

15. The County shall provide Tenant with a list of agencies that can offer assistance to Tenant, including, but not limited to, Legal Services of Greater Miami, Inc.

16. In the event Tenant has already relocated from the public housing site in which they resided, the County shall afford the Tenant the same rights and protections listed above.

17. The County shall maintain a list of all tenants who have or will be relocated and the County shall, upon receiving a release and authorization or similar instrument executed by Tenant, release the name of Tenant, their current address, and phone number. The release of information is to allow the resident council to communicate with and represent its membership.

18. The County shall pay the replacement costs of state identification cards and driver's licenses.

SECTION TWO. DISPUTE RESOLUTION

If any dispute or disagreement arises between Tenant or the County concerning either party materially failing to perform its duties and responsibilities under this Agreement, the Parties agree to proceed as follows:

a) The Party alleging the default shall notify the other Party in writing once a dispute or disagreement has arisen.

b) Within 15 days after the date of the written notice, the Parties shall meet and confer regarding the dispute or disagreement and attempt to resolve the dispute or disagreement.

c) If the dispute or disagreement cannot be resolved during the meeting, either Party may seek an appropriate relief in Court.

SECTION THREE. DEFAULT.

If either party to this Agreement materially fails to perform its duties and responsibilities as set forth above, and that party fails to cure such defect upon reasonable written notice by the other party, the aggrieved party may apply to any County, State or Federal court located within Miami-Dade County for relief that a court of law deems appropriate. The Parties agree to participate in the dispute resolution process described above prior to filing for relief to any court.

SECTION FOUR. TERMINATION

This Agreement shall terminate upon the earliest of the following: (1) Tenant is relocated to the redeveloped or reopened project; (2) Tenant decides not to return to the redeveloped or reopened project; or (3) Tenant is terminated from the Section 8 Housing Choice Voucher, or, if relocated to another comparable public housing unit under the public housing program, and Tenant is evicted from the public housing unit. A Tenant who no longer participates in the Section 8 Housing Choice Voucher Program because the voucher expired or because the County made no housing assistance payment for 6 months shall not be grounds to terminate this Agreement. In the event this Agreement is terminated for any of the preceding reasons, the County shall have no further obligations to Tenant under this Agreement. However, if the Agreement is terminated for the reasons listed in (3), Tenant shall continue to have the right to present mitigating circumstances regarding the right to return as described in Paragraph B 10.

SECTION FIVE. NOTICE.

Unless another address is specified in writing to the Tenant, any notice to the County shall be delivered to:

Public Housing and Community Development
701 N. W. 1 Court
16th Floor
Miami, Florida 33136
Attn: _____

Unless another address is specified in writing to the County, any notice to the Tenant shall be delivered to:

_____

_____

_____

_____

SECTION SIX. MISCELLANEOUS.

A. FORUM AND VENUE. This Agreement shall be construed in accordance with the laws of the State of Florida and all applicable federal laws and regulations. Any dispute arising under, in connection with or related to this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the County, State and/or Federal courts located in Miami-Dade County, Florida.

B. NO THIRD PARTY BENEFICIARIES. No person other than the person named in paragraph one of this Agreement as Tenant shall have standing to require satisfaction of the terms and conditions of this Agreement. No person other than Tenant shall under any circumstances be deemed to be a beneficiary of this Agreement or the benefits associated with this Agreement. The County makes no representations and assumes no duties or obligations as to third parties concerning the terms of this Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the County and Tenant have caused this Agreement to be executed.

TENANT

_____
Signature of Tenant

_____
Name of Tenant

_____
Date of Tenant's Signature

STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____.

Personally Known ☐
Produced Identification ☐ Type of Identification:
☐ *Did* ☐ *Did Not* Take an Oath

_____
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

NOTARY STAMP

MIAMI-DADE COUNTY

By: _____
Name: _____
Title: County Mayor or Designee
Date: _____

STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, as _____ of Miami-Dade County, Florida.

Personally Known ☐
Produced Identification ☐ Type of Identification:
☐ *Did* ☐ *Did Not* Take an Oath

_____
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

NOTARY STAMP

Exhibit L

Folio# 01-4121-005-0030
Adress: 3160 Mundy Street, Miami, Florida 33133

Legal Description

E W F STIRRUPS SUB PB 1-12
LOTS 8 THRU 11 LESS S10FT OF
LOT 11
LOT SIZE 51956 SQ FT

(Please note that Leal Description will be Updated by a Surveyor's Version.)

Exhibit M

E-Verify Requirements

By entering into this Contract, the Developer and Owner Affiliated Entity and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Developer and Owner Affiliated Entity affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Developer and Owner Affiliated Entity; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract.

If County has a good faith belief that Developer and Owner Affiliated Entity has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Developer and Owner Affiliated Entity agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Developer and Owner Affiliated Entity shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Developer and Owner Affiliated Entity has otherwise complied with its requirements under those statutes, then Developer and Owner Affiliated Entity agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Developer, Owner Affiliated Entity or Subcontractor no later than twenty (20) calendar days after the date of contract termination. Public and private employers must enroll in the E-Verify System (http://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection.

Exhibit N

Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit

11336090.4

CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

_____ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)
Bidder's/Proposer's Legal Company Name
of Section 287.138, F.S.

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative: _____

Title of Bidder's/Proposer's Authorized Representative: _____

Signature of Bidder's/Proposer's Authorized Representative: _____

Date: _____

Exhibit O

Kidnapping, Custody Offenses, Human Trafficking And Related Offenses Affidavit

KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

_____ does not use coercion for labor or services as defined in Section 787.06, F.S.
Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date:

ATTACHMENT B

GROUND LEASE

Dated as of _____, 2024

between

MIAMI-DADE COUNTY

Landlord

and

RUDG, LLC, OR AFFILIATES

Tenant

GROUND LEASE

THIS GROUND LEASE (the "Lease"), made as of _____, 2024 (the ***Lease Date***) by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida and a "public housing agency" as defined in the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.,* as amended) (***Landlord***) and **RUDG, LLC, OR AFFILIATES** a Florida limited liability company (***Tenant***). Capitalized terms used in this Lease, without being defined elsewhere herein, shall have the meanings set forth in Section 1.1 hereof.

WITNESSETH:

WHEREAS, Landlord is the owner of the Land (as defined below) consisting of certain real property located in Miami-Dade County, Florida, on which is located a portion of the development known as Gibson Plaza; and

WHEREAS, newly construct a minimum of 345 mixed-income units which will replace the existing 65 Project-Based Rental Assistance units; and

WHEREAS, Tenant intends to apply for various sources of private and public funding, which may include but are not limited to Low Income Housing Tax Credits (LIHTC) through the Florida Housing Finance Corporation (FHFC) and Federal Housing Administration's (FHA) 221 (d)(4) program, and tax-exempt bonds or notes ("***Bonds***") issued by the Housing Finance Authority of Miami Dade County, Florida ("***HFA***") and is required to meet certain requirements as a condition of being awarded such financing; and is responsible in all cases for identifying adequate project funding; and

WHEREAS, such applications require Tenant to present evidence of site control over the Land at the time of the application as a condition of being awarded financing; and

WHEREAS, evidence of site control over the Land includes a ground lease; and

WHEREAS, Landlord and Tenant are willing to enter into this Lease of the Land conditioned on Tenant obtaining financing, which may include FHFC awarding Tenant LIHTC and HFA issuing the Bonds,

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties set forth herein, Landlord and Tenant do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

1.1. Definitions.

The following terms shall have the following definitions in this Lease:

(a) ***Act*** means the United States Housing Act of 1937 (42 U.S.C. § 1437, *et seq.),* as amended from time to time, any successor legislation, and all implementing regulations issued thereunder or in furtherance thereof.

(b) ***Bankruptcy Laws*** has the meaning set forth in Section 8.1(d).

(c) ***Board*** means the Board of County Commissioners as provided in the Recitals to this Lease.

(d) ***Commencement Date*** means the date on which the Tenant closes on its construction financing for the rehabilitation, redevelopment or new construction, as applicable, of the Improvements and the sale or syndication of the LIHTC, if applicable.

(e) ***Declaration of Restrictive Covenants*** means any use agreement, declaration or similar covenant in favor of HUD to be recorded against the Land prior in lien priority to any leasehold mortgage and this leasehold which obligates Tenant and any successor in title to the Premises, including a successor in title by foreclosure or deed-in-lieu of foreclosure (or the leasehold equivalent), to maintain and operate the Premises in compliance with the RAD Use Agreement, for the period stated therein.

(f) ***Defects*** has the meaning set forth in Section 7.3.

(g) ***Development*** means the construction (or rehabilitation), maintenance and operation of the Premises in accordance with this Lease.

(h) ***Entitlements*** means all development, zoning, land use, entitlements, operation permits, concurrency, comprehensive plan amendments, site plan approval, platting, water and sewer rights and/or any other approvals and/or variances as may be required from the various governmental or quasi-governmental authorities having jurisdiction over the Premises beyond any applicable appeals period, for the development and construction of the Project.

(i) ***Environmental Assessments*** means the environmental studies and reports to be obtained by Tenant on or before the Commencement Date.

(j) ***Environmental Laws*** means any present and future Federal, State or local law, ordinance, rule, regulation, permit, license or binding determination of any governmental authority relating to, imposing liability or standards concerning or otherwise addressing the protection of land, water, air or the environment, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. (***CERCLA***); the Resource, Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (***RCRA***); the Toxic Substances Control Act, 15 U.S.C. §2601 et seq. (***TOSCA***); the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq. and any so-called "Superfund" or "Superlien" law; as each is from time to time amended and hereafter in effect.

(k) ***Event of Default*** has the meaning set forth in Section 8.1.

(l) ***FHFC*** has the meaning set forth in the Recitals of this Lease.

(m) **Foreign Country of Concern** means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern

(n) ***Governing Documents*** means (i) with respect to the existing Units, the Declaration of Restrictive Covenants, the Operating Agreement, and other agreements associated with the RAD, including, but not limited to HAP Contract. In the event of a conflict between the Operating Agreement, Declaration of Restrictive Covenants and the HAP Contract, the Declaration of Restrictive Covenants and the HAP Contract shall govern, and (ii) with respect to the RAD Units, any document effectuating any part of RAD Requirements, including, without limitation, a RAD Conversion Commitment, a RAD Use Agreement, and a RAD HAP Contract.

(o) ***HAP Contract*** means the Housing Assistance Payment Contract(s) to be entered into between Tenant and Landlord in accordance with the RAD Program.

(p) ***Hazardous Substances*** means (i) "hazardous substances" as defined by CERCLA or Section 311 of the Clean Water Act (33 USC § 1321), or listed pursuant to Section 307 of the Clean Water Act (33 USC § 1317); (ii) "hazardous wastes," as defined by RCRA; (iii) any hazardous, dangerous or toxic chemical, waste, pollutant, material, element, contaminant or substance ("pollutant") within the meaning of any Environmental Law prohibiting, limited or otherwise regulating the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of such pollutant; (iv) petroleum crude oil or fraction thereof; (v) any radioactive material, including any source, special nuclear or by-product material as defined in 42 U.S.C. §2011 et seq. and amendments thereto and reauthorizations thereof; (vi) asbestos-containing materials in any form or condition; (vii) polychlorinated biphenyls or polychlorinated biphenyl-containing materials in any form or condition; (viii) a "regulated substance" within the meaning of Subtitle I of RCRA, as amended from time to time and regulations promulgated thereunder; (ix) substances the presence of which requires notification, investigation or remediation under any Environmental Laws; (x) urea formaldehyde foam insulation or urea formaldehyde foam insulation-containing materials; (xi) lead-based paint or lead-based paint-containing materials; and (xii) radon or radon-containing or producing materials.

(q) ***HUD*** means the United States Department of Housing and Urban Development.

(r) ***Improvements*** means all repairs, betterments, buildings and developments hereafter constructed or rehabilitated on the Land, and any additional parking areas, walkways, landscaping, fencing or other amenities on the Land.

(s) ***Inspector General*** has the meaning set forth in Section 12.1.

(t) ***Investor*** means Tenant's equity investor(s) who will be admitted as a member of Tenant under the Operating Agreement.

(u) ***IPSIG*** has the meaning set forth in Section 12.1.

(v) ***Land*** means that certain real property located in Miami-Dade County, legally described in Exhibit A, together with all easements, rights, privileges, licenses, covenants and other matters that benefit or burden the real property.

(w) ***Landlord*** means Miami-Dade County, a political subdivision of the State of Florida and a "public housing agency" as defined in the Act.

(x) ***Lease*** shall have the meaning ascribed to such term in the introductory paragraph to this Lease and means this ground lease as the same shall be amended from time to time.

(y) ***Lease Date*** shall have the meaning ascribed to such term in the introductory paragraph to this Lease and means the date on which this Lease is signed by the last of the Landlord or Tenant.

(z) ***Lease Year*** means, in the case of the first lease year, the period from the Commencement Date through December 31st of that year; thereafter, each successive twelve-calendar month period following the expiration of the first lease year of the Term; except that in the event of the termination of this Lease on any day other than the last day of a Lease Year then the last Lease Year of the Term shall be the period from the end of the preceding Lease Year to such date of termination.

(aa) ***LIHTC*** has the meaning set forth in the Recitals to this Lease.

(bb) ***Operating Agreement*** means the Amended and Restated Operating Agreement of Tenant to be entered into on or about the Commencement Date and pursuant to which the Investor will be admitted as a member of the Tenant.

(cc) ***Partial Taking*** has the meaning set forth in Section 6.2(d).

(dd) ***Permitted Encumbrances*** means such recorded title matters as are disclosed pursuant to the title commitment to be obtained by Tenant pursuant to Section 7.1 and are not identified by Tenant as objectionable matters pursuant to the procedure provided in Section 7.3, any which shall also include the Tax Credit Restrictive Covenant, the Bond LURA and any Permitted Leasehold Mortgage.

(ee) ***Permitted Leasehold Mortgagee*** has the meaning set forth in Section 8.9.

(ff) ***Permitted Leasehold Mortgages*** has the meaning set forth in Section 8.9.

(gg) ***Personal Property*** means all fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), fittings, appliances, apparatus, equipment, machinery, chattels, building materials, and other property of every kind and nature whatsoever, and replacements and proceeds thereof, and additions thereto, now or at any time hereafter owned by Tenant, or in which Tenant has or shall have an interest, now or at any time hereafter affixed to, attached to, appurtenant to, located or placed upon, or used in any way in connection with the present and future complete and comfortable use, enjoyment or occupancy for operation and maintenance of the Premises, excepting any personal property or fixtures owned by any tenant (other than the Tenant) occupying the Premises and used by such tenant for residential purposes or in the conduct of its business in the space occupied by it to the extent the same does not become the property of Tenant under the lease with such tenant or pursuant to applicable law.

(hh) ***Plans and Specifications*** means the plans and specifications for the Improvements to be constructed (or rehabilitated) on the Land by Tenant.

(ii) ***Premises*** means the Land, the Improvements and the Personal Property.

(jj) ***Project*** means the development of the Improvements on the Land in accordance with the Plans and Specifications.

(kk) ***Project-Based Voucher (PBV) Program*** means a component of a public housing agency's (PHA's) Housing Choice Voucher (HCV) program. PHAs are not allocated additional funding for PBV units; the PHA uses its tenant-based voucher funding to allocate project-based units to a project. Projects are typically selected for PBVs through a competitive process managed by the PHA; although in certain cases projects may be selected non-competitively. These PBV's are independent of the project based vouchers allowed through RAD.

(ll) ***Public Housing Units*** means any units on the Premises regulated as public housing units, contingent on HUD approval.

(mm) ***Qualified Assignee*** shall mean any individual, corporation, limited liability company, general or limited partnership, joint venture or other entity that is a registered vendor with the Landlord and is not otherwise prohibited by legislation then in effect from doing business with the Landlord or has not otherwise been issued a Limited Denial or Participation, Suspension or Debarment by any governing local, state or federal agency.

(nn) ***RAD Document*** means any document effectuating any part of RAD Requirements, including without limitation, a RAD Conversion Commitment, a RAD Use Agreement, and a RAD HAP Contract.

(oo) **RAD HAP Contract** means the Section 8 Project-Based Vouchers Program PBV Housing Assistance Payments Contract – New Construction or Rehabilitation, dated on or about the date hereof, pertaining to the RAD Units (in addition, there will be a separate HAP contract pertaining to the non-RAD Project Based Voucher units).

(pp) ***RAD Program*** (means HUD's Rental Assistance Demonstration Program originally authorized by the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55), as it may be re-authorized or amended, as further governed by HUD Notice H-2019-09, PIH-2019-23 (HA), Rental Assistance Demonstration Final Implementation-Revision 4, and any subsequent revisions thereto.

(qq) ***RAD Requirements*** means all requirements for the RAD Program applicable to Tenant as set forth in the RAD Documents and any other rules or regulations promulgated by HUD for the RAD Program.

(rr) ***RAD Unit*** means any of the 46 units on the Premises (or elsewhere if pursuant to a "transfer of assistance" approved by Landlord and HUD) to be converted and operated in accordance with RAD Requirements.

(ss) "***RAD Use Agreement***" shall mean the Rental Assistance Demonstration Use Agreement (HUD Form 52625) dated on or about the date hereof between the Owner, Miami-Dade County and HUD.

(tt) **"*RCC*"** shall mean the RAD Conversion Commitment dated _____, as amended, applicable to the Project.

(uu) ***Real Estate Taxes*** has the meaning set forth in Section 3.5.

(vv) ***Regulatory Default*** has the meaning set forth in Section 8.5.

(ww) ***Rent*** has the meaning set forth in Section 3.1.

(xx) ***Sales Notice*** has the meaning set forth in Section 11.1.

(yy) ***Sales Offer*** has the meaning set forth in Section 11.2.

(zz) ***Sublease*** has the meaning set forth in Section 5.7.

(aaa) ***Sublessee*** means any sublessee to which Tenant subleases a portion of the ground leasehold estate created hereby, or any whole or partial assignee of this Lease through a partial assignment or bifurcation of this Lease, as provided in Section 5.7(b), but excluding any tenant of an individual residential or commercial unit.

(bbb) ***Taking*** means any taking of the title to, access to, or use of the Premises or any portion thereof by any governmental authority or any conveyance under the threat thereof, for any public, or quasi-public use or purpose. A Taking may be total or partial, permanent or temporary

(ccc) ***Tax Credit Restrictive Covenant*** has the meaning set forth in Section 5.2(c).

(ddd) ***Tenant*** shall have the meaning ascribed to such term in the introductory paragraph to this Lease and RUDG, LLC, a Florida limited liability company.

(eee) ***Term*** means a period of time commencing with the Lease Date and continuing until the date which is ninety-nine (99) Lease Years thereafter or longer as may be required by funding sources such as FHFC and as mutually agreed upon by Landlord and Tenant.

(fff) ***Total Taking*** has the meaning set forth in Section 6.2(c).

1.2. Interpretation.

The words "hereof," "herein," "hereunder," and other words of similar import refer to this Agreement as a whole and not to any particular Section, subsection or subdivision. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural and vice versa unless the context shall otherwise indicate.

1.3. Exhibits.

Exhibits to this Lease are incorporated by this reference and are to be construed as a part of this Lease.

ARTICLE II

PREMISES AND TERM

Landlord leases and demises to Tenant and its successors and assigns, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, the Land for the Term unless sooner terminated in accordance with the provisions contained in this Lease.

ARTICLE III

CAPITALIZED PAYMENT

3.1. Capitalized Payment. Tenant covenants and agrees to pay to Landlord as rent under this Lease:

(i) a one-time capitalized lease payment in the amount of $1,725,000.00 (the "***Capitalized Payment***"), which amount is calculated by multiplying the number of units (i.e., 345) times $5,000.00, and shall be paid, executed and delivered by Tenant to Landlord on or prior to the Commencement Date of Construction.

Capitalized Payment: If greater or fewer than 345 units are constructed at the Premises, the Capitalized Payment shall be adjusted on a unit-for-unit basis. Payment shall be made payable to the Board of County Commissioners, c/o Housing and Community Development, 701 N.W. 1st Court, 16th Floor, Miami, Florida 33136, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein.

Additional Payments will include the following:

(i) **Revenue Sharing** of 16% of annual net cash flow.

(ii) **Asset Management Fee** of $25,000 annually after the first full year of Stabilization

(iii) **Stabilization Fee** of $150,000.00-one time-payment.

3.2. Tenant covenants and agrees to pay to Landlord Davis-Bacon Review Fee of $3,000/ month commencing with the Commencement Date and terminating when Certificate of Occupancy is obtained. This payment shall be made payable to the Board of County Commissioners, c/o Housing and Community Development, 701 N.W. 1st Court, 16th Floor, Miami, Florida 33136, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein.

3.3. Surrender. Upon the expiration of this Lease by the passage of time or otherwise, Tenant will yield, surrender and deliver up possession of the Premises to Landlord. In the event Tenant fails to vacate the Premises and remove such personal property as Tenant is allowed hereunder to remove from the Premises at the end of the Term, or at the earlier termination of this Lease,

Landlord shall be deemed Tenant's agent to remove such items from the Premises at Tenant's sole cost and expense. Furthermore, should Tenant fail to vacate the Premises in accordance with the terms of this Lease at the end of the Term, or at the earlier termination of this Lease, the Tenant shall pay to Landlord a charge for each day of occupancy after expiration or termination of the Lease in an amount equal to 150% of Tenant's Rent (applicable during the immediately preceding Lease Year) prorated on a daily basis. Such charge shall be in addition to any actual damages suffered by Landlord due to Tenant's failure to vacate the Premises, for which Tenant shall be fully liable, it being understood and agreed, however, that Tenant shall under no circumstances be liable to Landlord for any incidental, indirect, punitive or consequential damages (including, but not limited to, loss of revenue or anticipated profits).

3.4. Utilities. Commencing as of the Commencement Date, Tenant shall pay or cause to be paid all charges for water, gas, sewer, electricity, light, heat, other energy sources or power, telephone or other service used, rendered or supplied to Tenant in connection with the Premises.

3.5. Other. Commencing as of the Commencement Date, Tenant covenants to pay and discharge, when the same shall become due all other amounts, liabilities, and obligations which Tenant assumes or agrees to pay or discharge pursuant to this Lease, together with every fine, penalty, interest and cost which may be added for nonpayment or late payment thereof (provided that Tenant shall not be liable for any payment or portion thereof which Landlord is obligated to pay and which payment Landlord has failed to make when due); and, in the event of any failure by Tenant to pay or discharge the foregoing, Landlord shall have the right, after ten (10) business days' notice to Tenant, to make any such payment on behalf of Tenant and charge Tenant therefor.

3.6. Taxes. Tenant understands and agrees that as a result of the Landlord's fee ownership of the Premises, for State law purposes, the Premises may be exempt from any ad valorem taxes. Landlord represents to Tenant that any such exemption should remain in effect notwithstanding that Landlord is entering into this Lease. However, during the Term of this Lease, if, for any reason whatsoever, the Premises become subject to ad valorem taxes or any other real estate taxes, fees, impositions and/or charges become imposed during the Term and any Extensions upon the Premises and the building and/or other improvements constructed on the Premises by Tenant (***Real Estate Taxes***), then, in such event, from and after the Commencement Date (but not before such date),Tenant shall be required to pay such Real Estate Taxes, prior to delinquency without notice or demand and without set-off, abatement, suspension or deduction. In the event that the folio identification number applicable to the Premises shall also contain other property not specifically included in, or a part of, the Premises, then Tenant shall only be required to pay the portion of such taxes exclusively attributable to the Premises.

3.7. Contested Obligations. If Tenant shall deem itself aggrieved by any Real Estate Taxes or other charges for which it is responsible hereunder and shall elect to contest the payment thereof, Tenant may make such payment under protest or, if postponement of such payment will not jeopardize Landlord's title to the Land, or subject Landlord to the risk of any criminal liability or civil liability or penalty, Tenant may postpone the same provided that it shall secure such payment and the interest and penalties thereon and the costs of the contest on the determination or the proceedings or suit in which such contest may be had, by causing to be delivered to Landlord cash or other security satisfactory to Landlord, or a bond of indemnity of a good and solvent surety company, in form and amount satisfactory to Landlord. Either party paying any Real Estate Taxes

or other charges shall be entitled to recover, receive and retain for its own benefit all abatements and refunds of such Real Estate Taxes or other charges, unless it has previously been reimbursed by the other party, in which case an equitable distribution will be made. Tenant agrees to save Landlord harmless from ail costs and expenses incurred on account of Tenant's participation in such proceedings or as a result of Tenant's failure to pay Real Estate Taxes and other related charges with respect to the Premises. Landlord, without obligating itself to incur any costs or expenses in connection with such proceedings, shall cooperate with Tenant by providing such information and executing such applications, documents or filings as requested by Tenant, each with respect to such proceedings so far as reasonably necessary; provided, however, that Tenant acknowledges that the foregoing duty to cooperate will not require the Landlord to take any legal position contrary to the position taken by the Miami-Dade County Property Appraiser or Tax Collector in any such proceeding. Tenant shall not discontinue any abatement proceedings begun by it without first giving the Landlord written notice of its intent to do so and reasonable opportunity to be substituted in such proceedings. Landlord shall promptly furnish to Tenant a copy of any notice of any Real Estate Taxes received by Landlord.

3.8. Control and Liabilities. Landlord acknowledges and agrees that Landlord is and shall be, at all times prior to the Commencement Date, in use, control and occupancy of the Premises and all improvements located thereon. In connection with the foregoing, Landlord further acknowledges and agrees that Landlord is responsible for maintaining, repairing, securing, supervising and managing the Premises, including with respect to any third parties (e.g., tenants) located in the Premises. All debts, obligations and liabilities arising prior to the Commencement Date in the course of business of the Premises or otherwise in connection with the use, occupancy or operation thereof (including, but not limited to, all such liabilities for utilities, taxes and other costs and expenses related to the Premises; all such liabilities under or with respect to Environmental Laws or claims; all such liabilities under or with respect to any personal injury claims; and any and all obligations related to the operation, maintenance, repair, security, supervision and management of the Premises) are and shall be the obligation of Landlord, and Tenant shall not be liable or otherwise responsible for any such debts, obligations or liabilities or have any duties to the Landlord or any third parties with respect to the use, occupancy or operation of the Premises.

ARTICLE IV

INDEMNITY, LIENS, AND INSURANCE

4.1. Indemnity for Tenant's Acts. Landlord shall continue to operate the Premises until the Commencement Date as provided in Section 3.8 above and Section 5.1(b) below. From and after the Commencement Date, Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of 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, members, principals or subcontractors. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon, provided, however, nothing herein contained shall obligate or hold Tenant responsible

(a) for any costs, expenses, claims or demands made by any party associated with the Premises relating to acts or omissions occurring prior to the Commencement Date (including, but not limited to, any acts or omissions relating to the operation, maintenance, repair, security, supervision or management of the Premises), or (ii) for any claims stemming from Landlord's and/or its officers', employees' or agents' acts or omissions; it being agreed to by the Landlord and Tenant that Tenant shall have no liability or obligation whatsoever with respect to such acts or omissions. Tenant expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provide.

4.2. Landlord's Environmental Responsibility and Representations.

(a) Except to the extent that an environmental condition is aggravated or exacerbated by the negligent or willful acts or omissions of Tenant, its agents or contractors, Tenant shall not be responsible under this Lease for any claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement action of any kind, and all costs and expenses incurred in connection therewith arising out of: (i) the presence of any Hazardous Substances in, on, over, or upon the Premises first affecting the Premises as of or prior to the Commencement Date, whether now known or unknown; or (ii) the failure of Landlord or its agents or contractors prior to the Commencement Date to comply with any Environmental Laws relating to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal of Hazardous Substances into, on, under or from the Premises at any time, whether or not such failure to comply was known or knowable, discovered or discoverable prior to the Commencement Date.

(b) Landlord represents and warrants to Tenant that, as of the date hereof:

1. except as may be referenced in the Environmental Assessments, and to the best of Landlord's actual knowledge, neither the Land nor any part thereof has been used for the disposal of refuse or waste, or for the generation, processing, storage, handling, treatment, transportation or disposal of any Hazardous Substances;

2. except as may be referenced in the Environmental Assessments, and to the best of Landlord's actual knowledge, no Hazardous Substances have been installed, used, stored, handled or located on or beneath the Land, which Hazardous Substances, if found on or beneath the Land, or improperly disposed of off of the Land, would subject the owner or occupant of the Premises to damages, penalties, liabilities or an obligation to perform any work, cleanup, removal, repair, construction, alteration, demolition, renovation or installation in or in connection with the Premises (***Environmental Cleanup Work***) in order to comply with any Environmental Laws;

3. except as may be referenced in the Environmental Assessments, and to the best of Landlord's actual knowledge, no notice from any governmental authority or any person has ever been served upon Landlord, its agents or employees, claiming any violation of any Environmental Law or any liability thereunder, or requiring or calling any attention to the need for any Environmental Cleanup Work on or in

connection with the Premises, and neither Landlord, its agents or employees has ever been informed of any threatened or proposed serving of any such notice of violation or corrective work order; and

4. except as may be referenced in the Environmental Assessments, and to the best of Landlord's knowledge, no part of the Land is affected by any Hazardous Substances contamination, which for purposes hereof, shall mean: (i) the contamination of any improvements, facilities, soil, subsurface strata, ground water, ambient air, biota or other elements on or of the Land by Hazardous Substances, or (ii) the contamination of the buildings, facilities, soil, subsurface strata, ground water, ambient air, biota or other elements on, or of, any other property as a result of Hazardous Substances emanating from the Land.

4.3. Liens.

(a) Tenant agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the Premises for work or materials furnished to Tenant it being provided, however, that Tenant shall have the right to contest the validity thereof. Tenant shall not have any right, authority or power to bind Landlord, the Premises or any other interest of the Landlord in the Premises and will pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the Premises, for any claim for labor or material or for any other charge or expense, lien or security interest incurred in connection with Tenant's development, construction or operation of the Improvements or any change, alteration or addition thereto made by or on behalf of Tenant. IN THE EVENT THAT ANY MECHANIC'S LIEN SHALL BE FILED, TENANT SHALL EITHER (A) PROCURE THE RELEASE OR DISCHARGE THEREOF WITHIN NINETY (90) DAYS EITHER BY PAYMENT OR IN SUCH OTHER MANNER AS MAY BE PRESCRIBED BY LAW OR (B) TRANSFER SUCH LIEN TO BOND WITHIN NINETY (90) DAYS FOLLOWING THE FILING THEREOF. NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO THE TENANT OR TO ANYONE HOLDING ANY OF THE PREMISES THROUGH OR UNDER THE TENANT, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF THE LANDLORD IN AND TO ANY OF THE PREMISES. THE LANDLORD SHALL BE PERMITTED TO POST ANY NOTICES ON THE PREMISES REGARDING SUCH NON-LIABILITY OF THE LANDLORD.

(b) Tenant shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms, and corporations doing any work, furnishing any materials or supplies or renting any equipment to Tenant or any of its contractors or subcontractors in connection with the construction, reconstruction, furnishing, repair, maintenance or operation of the Premises, and in all events will bond or cause to be bonded, with surety companies reasonably satisfactory to Landlord, or pay or cause to be paid in full forthwith, any mechanic's, materialmen's or other lien or encumbrance that arises, due to the actions of Tenant or any person acting on behalf of or under the control of Tenant, against the Premises.

(c) Tenant shall have the right to contest any such lien or encumbrance by appropriate proceedings which shall prevent the collection of or other realization upon such lien or encumbrance so contested, and the sale, forfeiture or loss of the Premises to satisfy the same;

provided that such contest shall not subject Landlord to the risk of any criminal liability or civil penalty, and provided further that Tenant shall give reasonable security to insure payment of such lien or encumbrance and to prevent any sale or forfeiture of the Premises by reason of such nonpayment, and Tenant shall indemnify Landlord for any such liability or penalty. Upon the termination after final appeal of any proceeding relating to any amount contested by Tenant pursuant to this Section 4.3, Tenant shall pay within a prescribed time any amount determined in such proceeding to be due, and in the event Tenant fails to make such payment, Landlord shall have the right after ten (10) business days' notice to Tenant to make any such payment on behalf of Tenant and charge Tenant therefor.

(d) Nothing contained in this Lease shall be construed as constituting the consent or request of Landlord, expressed or implied, to or for the performance of any labor or services or the furnishing of any materials for construction, alteration, addition, repair or demolition of or to the Premises or of any part thereof.

4.4. Insurance Requirements. Beginning on the Commencement Date and continuing until the expiration or earlier termination of the Term, Tenant shall at all times obtain and maintain, or cause to be maintained, insurance for Tenant and the Premises as described in Exhibit B, or as otherwise approved in writing by Landlord.

ARTICLE V

USE OF PREMISES; COVENANTS RUNNING WITH THE LAND

5.1. Use; Covenants.

(a) In accordance with and subject to the terms and conditions of this Lease, Tenant and Landlord agree that Tenant shall construct or rehabilitate multifamily residential housing for low-income, family, elderly, disabled, special needs or other population and uses on the Land after HUD's approval of Landlord's disposition application and/or all applicable RAD or mixed-finance agreements and documents (if and as applicable to the housing in question).

(b) Tenant understands that, if the County secures Commitment to Enter into a Housing Assistance Payments Contract (CHAP) for the Project, then Tenant shall be required to submit a financing plan to HUD by the deadline set forth by HUD (as may be extended) related thereto. In the event such financial plan is not submitted to HUD by the before-mentioned date, may be grounds for termination of this Lease.

(c) Tenant covenants, promises, and agrees that commencing on the Commencement Date, during the Term of this Lease, it will operate the Premises and all elements thereof as residential housing in compliance with the RAD Requirements (***Permitted Use***). Without limiting the generality of the foregoing sentence, or the duration of the use restrictions applicable during the Term, Tenant covenants, promises and agrees that:

(i) It will (a) enter into the RAD HAP Contract when the same is presented by Landlord; (b) apply to Landlord for renewal of the RAD HAP Contract not later than ninety (90) days prior to the expiration of the RAD HAP Contract or any extension thereof, and

(c) accept renewal of the RAD HAP Contract; and failure to do so will be considered a default under this Lease;

(ii) During the Term, Tenant will operate and maintain the RAD Units in accordance with the requirements of the RAD Program for so long as the RAD Use Agreement and RAD HAP Contract so require, except to the extent that any requirement may be specifically waived in writing by Landlord and/or HUD, as appropriate; and

(iii) Neither the Improvements, nor any part thereof, may be demolished other than (1) in accordance with the RAD Requirements and with prior written approval of Landlord or (2) as part of a restoration from a casualty. Tenant is required to maintain insurance sufficient to cover full replacement of the property and any shortfall shall be the sole obligation of the tenant to fund.

Notwithstanding the foregoing, prior to the Commencement Date, the Tenant agrees that Landlord shall have a continued right of entry onto the Premises for the purposes of the Landlord's continued operation of the Improvements and maintenance of the Premises during the period prior to the Commencement Date. Landlord shall, during this period, continue to operate the Improvements in the manner in which Landlord has operated them prior to the Lease Date and shall be responsible for all aspects of maintaining, leasing, operating, insuring and administering the Premises, as provided in Section 3.8 above. If, prior to the Commencement Date, the Premises is destroyed or damaged, or becomes subject to a taking by virtue of eminent domain, to any extent whatsoever, Tenant may, in its sole discretion, terminate this Lease by written notice to the Landlord, whereupon neither party hereto shall have any further rights or obligations hereunder.

(d) The provisions of the RAD Requirements and this Section 5.1 are intended to create a covenant running with the land and, subject to the terms and benefits of the RAD Requirements, to encumber and benefit the Premises and to bind for the Term Landlord and Tenant and each of their successors and assigns and all subsequent owners of the Premises, including, without limitation, any entity which succeeds to Tenant's interest in the Premises by foreclosure of any Permitted Leasehold Mortgage or instrument in lieu of foreclosure.

(e) In the event of a conflict between the RAD Requirements and this Lease, the RAD Requirements shall govern.

5.2. Residential Improvements.

(a) From and after the Commencement Date, Tenant shall construct and/or rehabilitate the Improvements on the Land in conformance with the Plans and Specifications. Tenant shall cause the Improvements to be substantially completed and placed in service in accordance with the Governing Documents. Tenant shall construct and/or rehabilitate the Improvements and make such other repairs, renovations and betterments to the Improvements as it may desire (provided that such renovations and betterments do not reduce the number of units or bedroom count at the Premises) all at its sole cost and expense, in accordance with (i) the Governing Documents and (ii) any mortgage encumbering the Tenant's leasehold estate, in

a good and workmanlike manner, and in conformity with all applicable federal, state, and local laws, ordinances and regulations. Tenant shall apply for, prosecute, with reasonable diligence, procure or cause to be procured, all necessary approvals, permits, licenses or other authorizations required by applicable governmental authorities having jurisdiction over the Improvements for the construction and/or rehabilitation, development, zoning, use and occupation of the Improvements, including, without limitation, the laying out, installation, maintenance and replacing of the heating, ventilating, air conditioning, mechanical, electrical, elevator, and plumbing systems, fixtures, wires, pipes, conduits, equipment and appliances and water, gas, electric, telephone, drain and other utilities that are customary in developments of this type for use in supplying any such service to and upon the Premises. Landlord shall, without expense to Landlord absent consent therefor, cooperate with Tenant and assist Tenant in obtaining all required licenses, permits, authorizations and the like, and shall sign all papers and documents at any time needed in connection therewith, including without limitation, such instruments as may be required for the laying out, maintaining, repairing, replacing and using of such services or utilities. Any and all buildings, fixtures, improvements, trade fixtures and equipment placed in, on, or upon the Premises shall remain the sole and exclusive property of Tenant and its subtenants, notwithstanding their affixation to, annexation to, or incorporation into the Premises, until the termination of this Lease, at which time title to any such buildings, fixtures, Improvements trade fixtures and equipment that belong to Tenant shall vest in Landlord.

(b) Tenant shall take no action to effectuate any material amendments, modifications or any other alterations to the Project proposals and applications, Plans and Specifications, or to increase the total number of Public Housing and/or RAD Units and/or other units, and/or other uses on the Land, unless authorized in accordance with the Governing Documents or otherwise approved by Landlord in writing and in advance.

5.3. Tenant's Obligations.

(a) From and after the Commencement Date, Tenant shall, at its sole cost and expense, maintain the Premises, reasonable wear and tear excepted, and make repairs, restorations, and replacements to the Improvements, including without limitation the landscaping, irrigation, heating, ventilating, air conditioning, mechanical, electrical, elevator, and plumbing systems; structural roof, walls, floors and foundations; and the fixtures and appurtenances as and when needed to preserve them in good working order and condition, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or non-capital, or the fault or not the fault of Tenant, its agents, employees, invitees, visitors, and contractors. All such repairs, restorations, and replacements will be in quality and class, as elected by Tenant, either equal to or better than the original work or installations and shall be in accordance with all applicable building codes; provided, however, nothing herein contained shall obligate or hold Tenant responsible for any repairs, restorations, or replacements to the Improvements required as a result of an event, act or omission that occurred or existed prior to the Commencement Date.

(b) Tenant may make any alterations, improvements, or additions to the Premises as Tenant may desire, if the alteration, improvement, or addition will not change the Permitted Use of the Premises as a project containing multifamily housing and there is no resulting reduction in housing units required at the Property, or permanent reduction of Project amenities and such alterations, improvements or additions to the Premises comply with applicable law and do not

impair the value of the Project. Tenant shall, prior to commencing any such actions, give notice to Landlord and provide Landlord with complete plans and specifications therefor.

5.4. Compliance with Law.

(a) From and after the Commencement Date, Tenant shall, at its expense, perform all its activities on the Premises in compliance, and shall cause all occupants of any portion thereof to comply, with all applicable laws (including, but not limited to, Section 255.05, Florida Statutes, Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 and 24 C.F.R. Parts 8 and 9, which prohibit discrimination against persons with disabilities in any program or activity receiving Federal Financial assistance, 24 C.F.R. § 40.4, which establishes the Uniform Federal Accessibility Standards (UFAS) as the standard design, construction, or alteration of residential structures, the Americans with Disabilities Act, and applicable Fair Housing laws and ordinances), ordinances, codes and regulations affecting the Premises or its uses, as the same may be administered by authorized governmental officials.

(b) Without limitation of the foregoing, but expressly subject to the provisions of Section 5.4, Tenant agrees to fulfill the responsibilities set forth below with respect to environmental matters:

1. From and after the Commencement Date, Tenant shall operate the Premises in compliance with all Environmental Laws applicable to Tenant relative to the Premises and shall identify, secure and maintain all required governmental permits and licenses as may be necessary for the Premises. All required governmental permits and licenses issued to Tenant and associated with the Premises shall remain in effect or shall be renewed in a timely manner, and Tenant shall comply therewith and cause all third parties to comply therewith. All Hazardous Substances present, handled, generated or used on the Premises will be managed, transported and disposed of in a lawful manner. Tenant shall exercise due care and 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 in violation of Environmental Laws, 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 in violation of Environmental Laws. Tenant shall not knowingly permit the Premises or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Substances, except in such amounts as are ordinarily used, stored or generated in similar projects, or otherwise knowingly permit the presence of Hazardous Substances in, on or under the Premises in violation of any applicable law.

2. Tenant shall promptly provide Landlord with copies of all forms, notices and other information concerning any releases, spills or other incidents relating to Hazardous Substances or any violations of Environmental Laws at or relating to the Premises upon discovery of such releases, spills or incidents, when received by Tenant from any government agency or other third party, or when and as supplied to any government agency or other third party. Additionally, Tenant hereby agrees to promptly notify 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.

3. Tenant will construct and maintain the Premises to be compliant with Section 504 and the Americans With Disabilities Act and their amendments.

5.5. Ownership of Improvements/Surrender of Premises. Notwithstanding anything to the contrary set forth in this Lease, at all times during the Term, Tenant shall be deemed to exclusively own the Improvements and the Personal Property for federal tax purposes, and Tenant alone shall be entitled to all of the tax attributes of ownership thereof, including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the low-income housing tax credit described in Section 42 of the Internal Revenue Code, with respect to the Improvements and the Personal Property, and Tenant shall have the right to amortize capital costs and to claim any other federal tax benefits attributable to the Improvements and the Personal Property. Subject to the rights of any Permitted Leasehold Mortgagee, at the expiration or earlier termination of the Term of this Lease or any portion thereof, Tenant shall peaceably leave, quit and surrender the Premises, and the Improvements thereon (or the portion thereof so terminated), subject to the rights of tenants in possession of residential units under leases with Tenant. Upon such expiration or termination, the Premises (or portion thereof so terminated) shall become the sole property of Landlord, at no cost to Landlord, and shall be free of all liens and encumbrances and in the condition set forth in Section 5.3 (consistent with prudent and appropriate property management and maintenance during the Term) and, in the event of a casualty, to the provisions of Article VI. Tenant acknowledges and agrees that upon the expiration or sooner termination of this Lease any and all rights and interests it may have either at law or in equity to the Premises shall immediately cease. In the event that Tenant decides to sell or transfer any or all its rights and interests under this Lease, Tenant and Landlord will establish Right of First Refusal for Landlord to be able to purchase the improvements or acquire the improvements.

5.6. Easements. Landlord agrees, subject to the approval of the Board of County Commissioners, that Landlord shall not unreasonably withhold, condition or delay its consent, and shall join with Tenant from time to time during the Term in the granting of easements affecting the Premises which are for the purpose of providing utility services for the Premises, in accordance with an approved development or redevelopment plan, which easements, shall require the approval of the Board. If any monetary consideration is received by Tenant as a result of the granting of any such easement, such consideration shall be paid to Landlord. As a condition precedent to the exercise by Tenant of any of the powers granted to Tenant in this Section, Tenant shall give notice to Landlord of the action to be taken, shall certify to Landlord, that in Tenant's opinion such action will not adversely affect either the market value of the Premises or the use of the Premises for the Development.

5.7. Transfer; Conveyance; Assignment.

(a) Except as otherwise permitted hereunder, Tenant agrees for itself and its successors and assigns in interest hereunder that it will not, other than by the Leasehold Mortgages (1) assign this Lease or any of its rights under this Lease as to all or any portion of the Premises generally, or (2) make or permit any voluntary or involuntary total or partial sale, lease, assignment, conveyance, mortgage, pledge, encumbrance or other transfer of any or all of the Premises, or the Improvements, or the occupancy and use thereof, other than in accordance with the RAD Requirements and this Lease (including, but not limited to (i) any sale at foreclosure or by the execution of any judgment of any or all of Tenant's rights hereunder, or (ii) any transfer by operation of law), without first obtaining Landlord's express written consent thereto, which shall not be unreasonably withheld, conditioned or delayed.

(b) Tenant shall have the right to sublease any part of the Premises or to partially assign this Lease with respect to any part of the Premises (in either case, referred to herein as a ***Sublease***) to an entity that is a Qualified Assignee, subject to the approval and consent of Landlord, which will not be unreasonably withheld, conditioned or delayed. The sublease agreement shall be in the form attached hereto and made part hereof as Exhibit D to this Lease. No Sublease shall relieve Tenant of any obligations under the terms of this Lease unless a release is granted by Landlord with respect to the portion of the Premises so subleased or assigned. Additionally, each Sublease must be for a use compatible with the Permitted Use. Tenant must give written notice to Landlord specifying the name and address of any Sublessee to which all notices required by this Lease shall be sent, and a copy of the Sublease. Tenant shall provide Landlord with copies of all Subleases entered into by Tenant. Landlord agrees to grant non-disturbance agreements for any Sublessee which will provide that in the event of a termination of this Lease due to an Event of Default committed by the Tenant, such 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 Sublessee shall be in compliance with the terms and conditions of its Sublease; and the Sublessee shall agree to attorn to Landlord. Landlord further agrees that it will grant such assurances to such Sublessee so long as it remains in compliance with the terms of its Sublease, and provided further that any such Sublease does not extend beyond the expiration of the Term of this Lease.

(c) Upon the request of Tenant, Landlord and Tenant agree to modify this Lease so as to create a direct lease between Landlord and the Sublessee, for the subleased or assigned portion of the Premises. Upon such request, Landlord and Tenant will enter into (i) a bifurcation agreement to be negotiated between Tenant and Landlord at a later date pursuant to which this Lease shall be (x) bifurcated into two (2) leases, (y) terminated with respect to the bifurcated portion of the Premises, and (z) amended to equitable and proportionately adjust Rent and the other economic terms of this Lease to reflect the termination of this Lease with respect to such bifurcated portion of the Premises, and (ii) a new lease in the same form as this Lease with respect to the bifurcated portion of the Premises (with Rent and the other economic terms of this Lease equitably adjusted to reflect the lease of such bifurcated portion of the Premises only). In the event of a bifurcation of this Lease hereunder, this Lease and the bifurcated lease shall be separate and independent leases that are not cross-defaulted, and Tenant shall have no further obligations

with respect to the bifurcated portion of the Premises, anything herein to the contrary notwithstanding.

5.8. Creating Sustainable Buildings.

(a) Tenant shall design the Development to be consistent with a Silver certification rating from the U.S. Green Building Council's Leadership in Energy and Environmental Design ("**LEED**") as required by County Implementing Order 8-8. Pursuant to Implementing Order 8-8, the requirement for applying the appropriate LEED Silver standard may be modified due to special circumstances of the Development. 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 County's Office of Resilience Sustainability Manager.

(b) The LEED Silver certification or designation relative to the Development is outlined by the U.S. Green Building Council. Tenant agrees to regularly provide 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 Development relative to the LEED Silver designation from the U.S. Green Building Council or certification from the NGBS.

(c) Further, the LEED Silver certification or designation or NGBS certification is a description or label designed to establish the level of energy efficiency and sustainability for Buildings and Improvements of the overall Development; and should substantially improve the "normal" or "regular" energy efficiency and indoor air quality for the overall Development. Beyond these environmentally responsible steps, Tenant specifically agrees to consider additional steps or means to improve and/or protect the environment with regard to the Development, and to inform Landlord of any and all such additional methods or ways that Tenant will utilize "green building standards" in the design and construction of the overall Development in an effort to achieve the important goals of creating a healthy place to work as well as an environmentally responsible development in the community. Tenant's decision whether to incorporate or adopt any such additional steps or means shall be made in Tenant's sole and absolute discretion.

(d) Energy-efficient reflective roofs or green roofs are also specifically required per Miami-Dade County Resolution No. R-1103-10.

(e) Electric Vehicle (EV) charging stations are required per Miami-Dade County Resolution No. R-1101-15.

5.9. Sea Level Rise and Heat Resilience.

In accordance with Miami Dade County Board of County Commissioners' Resolution R-451-14, the Developer shall be required to consider sea level rise projections and potential impacts as best estimated at the time of the Projects, using regionally consistent unified sea level rise projections and sea level rise data mapping websites, during all project phases including but not limited to planning, design, and construction, to ensure that the Projects will function properly for fifty (50) years or the design life of the projects, whichever is greater.

The Developer shall provide a comprehensive landscape plan for all open spaces that meets or exceeds the minimum standards described in the Miami-Dade County Landscaping Ordinance Chapters 18A and 18B and aligns with the Landscape Manual, while also complying with any municipal landscape code requirements, in a way that reduces building energy use intensity, aids onsite stormwater management, and expands existing tree canopy to increase community resilience to extreme heat while also enhancing overall appearance. In accordance with CDMP Policy LU-8I, the Developer is encouraged to incorporate additional heat mitigation elements into the project including porous pavements, cool roofs, and high albedo surfaces. The Developer will be required to consult with all appropriate County departments and plans will need to be in accordance with Miami-Dade County Implementing Order IO 8-8 and approved by Miami Dade HCD Department.

5.10. Miami-Dade County Art in Public Places Requirements.

This Development 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

5.11. E-Verify Requirements

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract.

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination. Public and private employers must enroll in the E-Verify System (http://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection.

5.12 Contracting with Entities of Foreign Countries of Concern.

By entering into this Agreement, the Tenant affirms that it is not in violation of Section 287.138, Florida Statutes, titled Contracting with Entities of Foreign Countries of Concern Prohibited. The Tenant further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, Florida Statutes, access to an individual's personal identifying information if: a) the Tenant is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Tenant; or c) the Tenant is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Section 287.138(2)(a)-(c), Florida Statutes. This affirmation by the Tenant shall be in the form attached to this Agreement as Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit, which is attached hereto as Exhibit E and incorporated herein by reference.

5.13 Human Trafficking.

By entering into, executing, amending, or renewing this Lease, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Agreement"), as applicable, the Tenant and any Owner Affiliated Entity are obligated to comply with the provisions of Section 787.06, Florida Statutes, "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Agreement. All definitions and requirements from Section 787.06, apply to this Agreement.

This compliance includes the Tenant and any Owner Affiliated Entity providing an affidavit that it does not use coercion for labor or services. This attestation by the Tenant and the Owner Affiliated Entity shall be in the form attached to this Agreement as Exhibit _____, Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit"), and must be executed by the Tenant and any Owner Affiliated Entity and provided to the Landlord when entering, amending, or renewing this Agreement.

This Agreement shall be void if Tenant and any Owner Affiliated Entity submit a false Affidavit pursuant to this Act or the Tenant and any Owner Affiliated Entity violate the Act during the term of this Agreement, even if the Tenant and any Owner Affiliated Entity were not in violation at the time it submitted its Affidavit.

The Tenant's obligations under this Section 5.13 of this Agreement shall survive the termination of this Agreement.

ARTICLE VI

CASUALTY AND TAKING

6.1. Casualty. In the event the Premises should be destroyed or damaged by fire, windstorm, or other casualty to the extent that the Premises is rendered unfit for the intended purpose of Tenant, Tenant may cancel this Lease after thirty (30) days' notice to Landlord, but only after removing any trash and/or debris therefrom, subject to the terms and provisions of any Permitted Leasehold Mortgage. If the Premises is partially damaged due to any other reason than the causes described immediately above, but the Premises is not rendered unusable for Tenant's purposes, subject to the terms and provisions of any Permitted Leasehold Mortgage, the same shall be repaired by Tenant to the extent Tenant receives sufficient proceeds to complete such repairs from its insurance carrier under its insurance policy. Any such repairs will be completed within a reasonable time after receipt of such proceeds. If the damage to the Premises shall be so extensive as to render it unusable for Tenant's purposes but shall nonetheless be capable of being repaired within One Hundred Twenty (120) days, subject to the terms and provisions of any Permitted Leasehold Mortgagee, the damage shall be repaired with due diligence by Tenant to the extent Tenant receives sufficient proceeds under its insurance policy to complete such repairs. In the event that a nearby structure(s) or improvement(s) is damaged or destroyed due to Tenant's negligence, Tenant shall be solely liable and responsible to repair and/or compensate the owner for such damage or loss

Notwithstanding anything contained in this Section 6.1, or otherwise in this Lease to the contrary, as long as the Tenant's leasehold interest is encumbered by any Permitted Leasehold Mortgage, this Lease shall not be terminated by Landlord or Tenant without the prior written consent of the Permitted Leasehold Mortgagee in the event that the Premises is partially or totally destroyed, and, in the event of such partial or total destruction, all insurance proceeds from casualty insurance as provided herein shall be paid to and held by the Permitted Leasehold Mortgagee, or an insurance trustee selected by the Permitted Leasehold Mortgagee, to be used for the purpose of restoration or repair of the Premises, subject to the terms of the Permitted Leasehold Mortgage or other loan documents between Tenant and the Permitted Leasehold Mortgagee. Permitted Leasehold Mortgagee shall have the right to participate in adjustment of losses as to casualty insurance proceeds and any settlement discussion relating to casualty or condemnation.

6.2. Taking.

(a) Notice of Taking. Upon receipt by either Landlord or Tenant of any notice of Taking, or the institution of any proceedings for Taking the Premises, or any portion thereof, the party receiving such notice shall promptly give notice thereof to the other, and such other party may also appear in such proceeding and may be represented by an attorney.

(b) Award. Subject to the rights of the Permitted Leasehold Mortgagees, the Landlord and the Tenant agree that, in the event of a Taking that does not result in the termination of this Lease pursuant to Section 6.2(c) or 6.2(d), this Lease shall continue in effect as to the remainder

of the Premises, and the net amounts owed or paid to the Landlord or pursuant to any agreement with any condemning authority which has been made in settlement of any proceeding relating to a Taking, less any costs and expenses incurred by the Landlord in collecting such award or payment (the ***Award***) will be disbursed in accordance with Section 6.2(c) or 6.2(d) (as the case may be) to the Landlord and/or Tenant. The Tenant and, to the extent permitted by law, any Permitted Leasehold Mortgagee, shall have the right to participate in negotiations of and to approve any such settlement with a condemning authority (which approval shall not be unreasonably withheld).

(c) Total Taking. In the event of a permanent Taking of the fee simple interest or title of the Premises, or control of the entire leasehold estate hereunder (a ***Total Taking***), this Lease shall thereupon terminate as of the effective date of such Total Taking, without liability or further recourse to the parties, provided that each party shall remain liable for any obligations required to be performed prior to the effective date of such termination and for any other obligations under this Lease which are expressly intended to survive termination. The Taking of any portion of the Improvements, fifteen percent (15%) or more of the then existing parking area, the loss of the rights of ingress and egress as then established or the loss of rights to use the easements benefitting the Premises, shall be, at Tenant's election, but not exclusively considered, such a substantial taking as would render the use of the Premises not suitable for Tenant's use. Notwithstanding any provision of the Lease or by operation of law that leasehold improvements may be or shall become the property of Landlord at the termination of the Lease, the loss of the building and other improvements paid for by Tenant, the loss of Tenant's leasehold estate and such additional relief as may be provided by law shall be the basis of Tenant's damages against the condemning authority if a separate claim therefore is allowable under applicable law, or the basis of Tenant's damages to a portion of the total award if only one award is made.

(d) Partial Taking. In the event of a permanent Taking of less than all of the Premises (a ***Partial Taking***), if Tenant reasonably determines that the continued development, use or occupancy of the remainder of the Premises by Tenant cannot reasonably be made to be economically viable, and structurally sound, then Tenant may terminate this Lease, and the Tenant's portion of the Award shall be paid to Tenant, provided that any and all obligations of Tenant have been fully and completely complied with by Tenant as of the date of said Partial Taking. If Tenant shall not elect to terminate this Lease, Tenant shall be entitled to a reduction of Rent of such amount as shall be just and equitable. Subject to the rights of the Permitted Leasehold Mortgagees, if there is a Partial Taking and the Tenant does not terminate this Lease, the Tenant shall be entitled to receive and retain an equitable portion of the Award and shall apply such portion of the Award necessary to repair or restore the Premises or the Improvements as nearly as possible to the condition the Premises or the Improvements were in immediately prior to such Partial Taking. Subject to the rights of the Permitted Leasehold Mortgagees, if there is a Partial Taking which affects the use of the Premises after the Term hereof, the Award shall be apportioned between the Tenant and the Landlord based on the ratio of the remaining Term hereof and the remaining expected useful life of the Premises following the Term hereof. Subject to the rights of the Permitted Leasehold Mortgagees, notwithstanding any provision herein to the contrary, the Landlord shall be entitled to receive and retain any portion of the Award apportioned to the land upon which the Improvements are located. Should such award be insufficient to accomplish the restoration, such additional costs shall be paid by Tenant. Notwithstanding any provision of this Lease or by operation of law that leasehold improvements may be or shall become the property of Landlord at the termination of the Lease, the loss of any building and

other Improvements paid for by Tenant and such additional relief as may be provided by law shall be the basis of Tenant's damages against the condemning authority if a separate claim therefore is allowable under applicable law, or the basis of Tenant's damages to a portion of the total award if only one award is made.

(e) Resolution of Disagreements. Should Landlord and Tenant be unable to agree as to the division of any singular award or the amount of any reduction of Rent and other charges payable by Tenant under the Lease, such dispute shall be submitted for resolution to the court exercising jurisdiction of the condemnation proceedings, each party bearing its respective costs for such determination. Landlord shall not agree to any settlement in lieu of condemnation with the condemning authority without Tenant's consent.

(f) No Existing Condemnation. Landlord represents and warrants that as of the Lease Date and Commencement Date it has no actual or constructive knowledge of any proposed condemnation of any part of the Premises. In the event that subsequent to the Lease Date, but prior to the Commencement Date, a total or partial condemnation either permanent or temporary, is proposed by any competent authority, Tenant shall be under no obligation to commence or continue construction of the Improvements and Rent and other charges, if any, payable by Tenant under the Lease shall abate until such time as it can be reasonably ascertained that the Premises shall not be so affected. In the event the Premises is so affected, Tenant shall be entitled to all rights, damages and awards pursuant to the appropriate provisions of this Lease.

6.3. Termination upon Non-Restoration. Following a Partial Taking, if a decision is made pursuant to this Article VI that the remaining portion of the Premises is not to be restored, and Tenant shall have determined that the continued development, use or occupancy of the remainder of the Premises by Tenant cannot be made economically viable or structurally sound, Tenant shall surrender the entire remaining portion of the Premises to Landlord and this Lease shall thereupon be terminated without liability or further recourse to the parties hereto, provided that any Rent, impositions and other amounts payable or obligations hereunder owed by Tenant to Landlord as of the date of the Partial Taking shall be paid in full.

ARTICLE VII

CONDITION OF PREMISES

7.1. Condition; Title. The Premises are demised and let in an “as is” condition as of the Commencement Date. The Premises are demised and let to Tenant subject to: As-Is. Notwithstanding anything to the contrary contained herein, upon Tenant taking possession of the Premises, Tenant shall be deemed to have accepted the Premises in its “as-is” and “where-is” condition, with any and all faults, and with the understanding that the Landlord has not offered any implied or expressed warranty as to the condition of the Premises and/or as to it being fit for any particular purpose, provided, however, that the foregoing shall not in any way limit, affect, modify or otherwise impact any of Landlord’s representations, warranties and/or obligations contained in this Lease.

Tenant shall, within thirty (30) days following the Lease Date, obtain a title commitment to insure Tenant’s leasehold interest in the Premises. Tenant shall advise Landlord as to any title

matters that Tenant deems objectionable and Landlord shall address same in accordance with Section 7.3, below.

7.2. No Encumbrances. Landlord covenants that Landlord has full right and lawful authority to enter into this Lease in accordance with the terms hereof and to grant the estate demised hereby. Landlord represents and warrants that there are no existing mortgages, deeds of trust, easements, liens, security interests, encumbrances and/or restrictions encumbering Landlord's fee interest in the Land other than the Permitted Encumbrances. Landlord's fee interest shall not hereafter be subordinated to, or made subject to, any mortgage, deed of trust, easement, lien, security interest, encumbrance and/or restriction except for an encumbrance that expressly provides that it is and shall remain subject and subordinate at all times in lien, operation and otherwise to this Lease and to all renewals, modifications, amendments, consolidations and replacements hereof (including new leases entered into pursuant to the terms hereof and extensions). Landlord covenants that it will not encumber or lien the title of the Premises or cause or permit said title to be encumbered or liened in any manner whatsoever, and Tenant may reduce or discharge any such encumbrance or lien by payment or otherwise at any time after giving thirty (30) days' written notice thereof to Landlord. Tenant may recover or recoup all costs and expenses thereof from Landlord if the Landlord fails to discharge any such encumbrance within the said thirty (30) day period. Such recovery or recoupment may, in addition to all other remedies, be made by setting off against the amount of Rent payable by Tenant hereunder. Landlord and Tenant agree to work cooperatively together to create such easements and rights of way as may be necessary or appropriate for the use of the Premises and the development of the Project thereon.

7.3. Landlord's Title and Quiet Enjoyment. Landlord represents and warrants that Landlord is seized in fee simple title to the Premises, free and clear and unencumbered, other than as affected by the Permitted Encumbrances. Landlord covenants that, so long as Tenant pays rent and performs the covenants herein contained on its part to be paid and performed, Tenant will have lawful, quiet and peaceful possession and occupancy of the Premises and all other rights and benefits accruing to Tenant under the Lease throughout the Term, without hindrance or molestation by or on the part of Landlord or anyone claiming through Landlord. So long as Tenant is not in default hereunder beyond any notice and grace period applicable thereto, Tenant's possession of the Premises will not be disturbed by Landlord, its successors and assigns. Landlord further represents and warrants that it has good right, full power and lawful authority to enter into this Lease. Tenant shall have the right to order a title insurance commitment for the Premises. In the event the title insurance commitment shall reflect encumbrances or other conditions not acceptable to Tenant (***Defects***), then Landlord, upon notification of the Defects, shall immediately and diligently proceed to cure same and shall have a reasonable time within which to cure the Defects. If, after the exercise of all reasonable diligence, Landlord is unable to clear the Defects, then Tenant may accept the Defects or Tenant may terminate the Lease and the parties shall be released from further liability hereunder.

Notwithstanding Section 7.3 above, Landlord and its agents, upon reasonable prior notice to Tenant, shall have the right to enter the Premises for purposes of reasonable inspections performed during reasonable business hours in order to assure compliance by Tenant with its obligations under this Lease.

ARTICLE VIII

DEFAULTS AND TERMINATION

8.1. Default.

The occurrence of any of the following events shall constitute an event of default (***Event of Default***) hereunder:

(a) if Tenant fails to pay when due any Rent or other impositions due hereunder pursuant to Article III and any such default shall continue for thirty (30) days after the receipt of written notice thereof by Tenant from Landlord (except where such failure is addressed by another event described in this Section 8.1 as to which lesser notice and grace periods are provided); or

(b) if Tenant fails in any material respect to observe or perform any covenant, condition, agreement or obligation hereunder not addressed by any other event described in this Section 8.1, and shall fail to cure, correct or remedy such failure within thirty (30) days after the receipt of written notice thereof, unless such failure cannot be cured by the payment of money and cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if Tenant proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof within a reasonable period of time; provided, however, that for such time as Landlord or its affiliate is the management agent retained by Tenant, Tenant shall not be in default hereunder due to actions or inactions taken by Landlord or its affiliate in its capacity as the management agent which materially impede Tenant's ability to cure such default; or

(c) If any representation or warranty of Tenant set forth in this Lease, in any certificate delivered pursuant hereto, or in any notice, certificate, demand, submittal or request delivered to Landlord by Tenant pursuant to this Lease shall prove to be incorrect in any material and adverse respect as of the time when the same shall have been made and the same shall not have been remedied to the reasonable satisfaction of Landlord within thirty (30) days after notice from Landlord; or

(d) if Tenant shall be adjudicated bankrupt or be declared insolvent under the Federal Bankruptcy Code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding-up or adjustment of debts (collectively called ***Bankruptcy Laws***), or if Tenant shall (a) apply for or consent to the appointment of, or the taking of possession by, any receiver, custodian, trustee, United States Trustee or Tenant or liquidator (or other similar official) of Tenant or of any substantial portion of Tenant's property; (b) admit in writing its inability to pay its debts generally as they become due; (c) make a general assignment for the benefit of its creditors; (d) file a petition commencing a voluntary case under or seeking to take advantage of a Bankruptcy Law; or (e) fail to controvert in a timely and appropriate manner, or in writing acquiesce to, any petition commencing an involuntary case against Tenant pursuant to any bankruptcy law; or

(e) if an order for relief against Tenant shall be entered in any involuntary case under the Federal Bankruptcy Code or any similar order against Tenant shall be entered pursuant to any other Bankruptcy Law, or if a petition commencing an involuntary case against Tenant or

proposing the reorganization of Tenant under the Federal Bankruptcy Code shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within ninety (90) days after such filing, or if a proceeding or case shall be commenced in any court of competent jurisdiction seeking (a) the liquidation, reorganization, dissolution, winding-up or adjustment of debts of Tenant, (b) the appointment of a receiver, custodian, trustee, United States Trustee or liquidator (or other similar official of Tenant) of any substantial portion of Tenant's property, or (c) any similar relief as to Tenant pursuant to Bankruptcy Law, and any such proceeding or case shall continue undismissed, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continued unstayed and in effect for ninety (90) days; or

(f) Following the Commencement Date, Tenant vacates or abandons the Premises or any substantial part thereof for a period of more than thirty (30) consecutive days (or, if applicable, such longer period as may be permitted in accordance with Section 6.1 or 6.2); or

(g) This Lease, the Premises or any part thereof are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and such attachment is not stayed or discharged within ninety (90) days after its levy; or

(h) Tenant makes any sale, conveyance, assignment or transfer in violation of this Lease.

Notwithstanding anything to the contrary in this Lease, an Event of Default shall not be deemed to have occurred and Tenant shall not be deemed in default under this Lease if HUD fails to pay to Landlord the subsidies contemplated herein or if Landlord fails to pay the subsidies to Tenant pursuant to the RAD HAP Contract, or to meet Landlord's other obligations under this Lease. In the event HUD fails to pay to Landlord the subsidies contemplated herein, then Landlord at its sole discretion will (i) re-negotiate the terms of this Lease with the Tenant, which renegotiated terms shall require the approval of both Landlord and Tenant, or (ii) use other method for redevelopment of the Premises, subject to the approval of the Board

8.2. Remedies for Tenant's Default. Upon or after the occurrence of any Event of Default which is not cured within any applicable cure period, and so long as same remains uncured, Landlord may terminate this Lease by providing not less than thirty (30) days' written notice (which notice may be contemporaneous with any notice provided under Section 8.1) to Tenant, setting forth Tenant's uncured, continuing default and Landlord's intent to exercise its rights to terminate, whereupon this Lease shall terminate on the termination date therein set forth unless Tenant's default has been cured before such termination date. Upon such termination, Tenant's interest in the Premises shall automatically revert to Landlord, Tenant shall promptly quit and surrender the Premises to Landlord, without cost to Landlord, and Landlord may, without demand and further notice, reenter and take possession of the Premises, or any part thereof, and repossess the same as Landlord's former estate by summary proceedings, ejectment or otherwise without being deemed guilty of any manner of trespass and without prejudice to any remedies which Landlord might otherwise have for arrearages of Rent or other impositions hereunder or for a prior breach of the provisions of this Lease. The obligations of Tenant under this Lease which arose prior to termination shall survive such termination. In lieu of termination of the Lease, Landlord may at its sole option and in its sole discretion choose to petition a court of competent jurisdiction

for the appointment of a receiver for the purpose of (1) taking any and all remedial measures needed to remediate any conditions that are directly related to Tenant's default and (2) to take other measures to assure any project component or the overall project(s) are operating in a sound management and financial condition meeting the needs and requirements of the households being assisted directly or under the auspices of Landlord. Tenant shall have no responsibility or liability for any remedial measures taken pursuant to this provision by Landlord or any other third party not affiliated with Tenant.

8.3. Termination by Landlord. In addition to the Events of Default described in Section 8.1 above, the occurrence of any of the following shall also give Landlord the right to terminate this Lease by providing not less than thirty (30) days' written notice to Tenant setting forth Landlord's intent to exercise its right to terminate this Lease:

(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 or more.

(c) Assignment of this Lease by Tenant for the benefit of creditors.

(d) A final determination of termination of this Lease in a court of law in favor of the Landlord in litigation instituted by the Tenant against the Landlord, or brought by the Landlord against Tenant.

(e) Tenant's failure to cure, within thirty (30) days following Tenant's receipt of written notice from Landlord, a condition posing a threat to health or safety of the public or patrons (or such longer period if the default is not capable of being cured in such 30 day period).

8.4. Remedies Following Termination. Upon termination of this Lease, Landlord may:

1. retain, at the time of such termination, any Rent or other impositions paid hereunder, without any deduction, offset or recoupment whatsoever; and

2. enforce its rights under any bond outstanding at the time of such termination; and

3. require Tenant to deliver to Landlord, or otherwise effectively transfer to Landlord any and all governmental approvals and permits, and any and all rights of possession, ownership or control Tenant may have in and to, any and all financing arrangements, plans, specifications, and other technical documents or materials related to the Premises.

8.5. Regulatory Default. Notwithstanding anything herein to the contrary, the terms of this Section shall apply to any default declared as a result of any failure by Tenant to comply with the provisions of Section 5.1. Upon a determination by Landlord that Tenant has materially breached or defaulted on any of the obligations under Section 5.1 (a ***Regulatory Default***), Landlord shall notify Tenant of (i) the nature of the Regulatory Default, (ii) the actions required to be taken by Tenant in order to cure the Regulatory Default, and (iii) the time, (a minimum of sixty (60) days or such additional time period as may be reasonable under the circumstances), within which Tenant

shall respond with reasonable evidence to Landlord that all such required actions have been taken.

(a) If Tenant shall have failed to respond or take the appropriate corrective action with respect to a Regulatory Default to the reasonable satisfaction of Landlord within the applicable time period, then Landlord shall have the right to terminate the Lease or seek other legal or equitable remedies as Landlord determines in its sole discretion; provided, however, that if prior to the end of the applicable time period, Tenant seeks a declaratory judgment or other order from a court having jurisdiction that Tenant shall not have incurred a Regulatory Default, Landlord shall not terminate this Lease during the pendency of such action.

(b) In addition to and not in limitation of the foregoing, if Landlord shall determine that a Regulatory Default shall have occurred by reason of a default by Tenant's management agent, and that Tenant shall have failed to respond or take corrective action to the reasonable satisfaction of Landlord within the applicable cure period, then Landlord may require Tenant to take such actions as are necessary in order to terminate the appointment of the management agent pursuant to the terms of its management agreement and to appoint a successor management agent of the Premises. In the event that Tenant fails to timely take such action to terminate the management agent and appoint a successor management agent, then Tenant's failure to act shall constitute a default under this Agreement.

8.6. Performance by Landlord. Except as otherwise expressly set forth herein, if Tenant shall fail to make any payment or perform any act required under this Lease, Landlord may (but need not) after giving not less than thirty (30) days' notice (except in case of emergencies and except where a shorter time period is specified elsewhere in this Lease) to Tenant and without waiving any default or releasing Tenant from any obligations, cure such default for the account of Tenant. Tenant shall promptly pay Landlord the amount of such charges, costs and expenses as Landlord shall have incurred in curing such default.

8.7. Costs and Damages. Tenant shall be liable to, and shall reimburse, Landlord for any and all actual reasonable expenditures incurred and for any and all actual damages suffered by Landlord in connection with any Event of Default, collection of Rent or other impositions owed under this Lease, the remedying of any default under this Lease or any termination of this Lease, unless such termination is caused by the default of Landlord, including all costs, claims, losses, liabilities, damages and expenses (including without limitation, reasonable attorneys' fees and costs) incurred by Landlord as a result thereof.

8.8. Remedies Cumulative. The absence in this Lease of any enumeration of events of default by Landlord or remedies of either party with respect to money damages or specific performance shall not constitute a waiver by either party of its right to assert any claim or remedy available to it under law or in equity.

8.9 Permitted Leasehold Mortgages. Neither the Tenant nor any permitted successor in interest to the Premises or any part thereof shall, without the prior written consent of the Landlord in each instance, engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Premises, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Premises, except for the Permitted Encumbrances and the leasehold mortgages securing the loans which will be obtained by Tenant

for renovation, redevelopment and/or construction of the Improvements and closed on or about the Commencement Date (the "**Permitted Leasehold Mortgages"**). Landlord hereby consents to the following Permitted Leasehold Mortgages, together with any refinancings or modifications thereof: (i) [Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing], securing a $[_____] loan to Tenant from the Housing Finance Authority of Miami-Dade County, Florida, as assigned to The Bank of New York Mellon Trust Company, N.A., as fiscal agent; (ii) [_____]; and (iii) [_____]. With respect to the Permitted Leasehold Mortgages, the following provisions shall apply:

(a) When giving notice to the Tenant with respect to any default under the provisions of this Lease, the Landlord will also send a copy of such notice to the holder of each Permitted Leasehold Mortgage (each a "**Permitted Leasehold Mortgagee**"), provided that each such Permitted Leasehold Mortgagee shall have delivered to the Landlord in writing a notice naming itself as the holder of a Permitted Leasehold Mortgage and registering the name and post office address to which all notices and other communications to it may be addressed.

(b) Each Permitted Leasehold Mortgagee shall be permitted, but not obligated, to cure any default by the Tenant under this Lease within the same period of time specified for the Tenant to cure such default. The Tenant authorizes each Permitted Leasehold Mortgagee to take any such action at such Permitted Leasehold Mortgagee's option and does hereby authorize entry upon the Premises for such purpose.

(c) The Landlord agrees to accept payment or performance by any Permitted Leasehold Mortgagee as though the same had been done by the Tenant.

(d) In the case of a default by the Tenant other than in the payment of money, and provided that a Permitted Leasehold Mortgagee has commenced to cure the default and is proceeding with due diligence to cure the default, the Landlord will refrain from terminating this Lease for a reasonable period of time (not to exceed 120 days from the date of the notice of default, unless (i) such cure cannot reasonably be completed within 120 days from the date of the notice of default, and (ii) if the default is curable without possession of the Premises, a Permitted Leasehold Mortgagee continues to diligently pursue such cure to the reasonable satisfaction of the Landlord) within which time the Permitted Leasehold Mortgagee may either (x) obtain possession of the Premises (including possession by receiver); (y) institute foreclosure proceedings and complete such foreclosure; or (z) otherwise acquire the Tenant's interest under this Lease. The Permitted Leasehold Mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default which was the subject of the notice shall have been cured. Notwithstanding the foregoing, the Landlord will refrain from terminating this Lease in the event such Permitted Leasehold Mortgagee is enjoined or stayed in such possession or such foreclosure proceedings, and provided that the Permitted Leasehold Mortgagee has delivered to Landlord copies of any and all orders enjoining or staying such action, Landlord will grant such Permitted Leasehold Mortgagee such additional time as is required for such Permitted Leasehold Mortgagee to complete steps to acquire or sell Tenant's leasehold estate and interest in this Lease by foreclosure of its Permitted Leasehold Mortgage or by other appropriate means with due diligence; however, nothing in this Section shall be construed to extend this Lease beyond the Term.

(e) Any Permitted Leasehold Mortgagee or other acquirer of Tenant's leasehold estate and interest in this Lease pursuant to foreclosure, an assignment in lieu of foreclosure or other proceedings, any of which are permitted without the Landlord's consent, may, upon acquiring the Tenant's leasehold estate and interest in this Lease, without further consent of the Landlord and without HUD's consent, unless otherwise required by RAD Requirements, sell and assign the leasehold estate and interest in this Lease on such terms and to such persons and organizations as are acceptable to such Permitted Leasehold Mortgagee or acquirer and thereafter be relieved of all obligations under this Lease, provided such assignee has delivered to the Landlord its written agreement to be bound by all of the provisions of this Lease. Permitted Leasehold Mortgagee, or its nominee or designee, shall also have the right to further assign, sublease or sublet all or any part of the leasehold interest hereunder to a third party without the consent or approval of Landlord.

(f) In the event of a termination of this Lease prior to its stated expiration date, the Landlord will enter into a new lease for the Premises with the Permitted Leasehold Mortgagee (or its nominee), for the remainder of the Term, effective as of the date of such termination, at the same Rent payment and subject to the same covenants and agreements, terms, provisions, and limitations herein contained, provided that:

(1) The Landlord receives the Permitted Leasehold Mortgagee's written request for such new lease within 30 days from the date of such termination and notice thereof by the Landlord to the Permitted Leasehold Mortgagee (including an itemization of amounts then due and owing to the Landlord under this Lease), and such written request from the Permitted Leasehold Mortgagee to Landlord is accompanied by payment to the Landlord of all amounts then due and owing to Landlord under this Lease, less the net income collected by the Landlord from the Premises subsequent to the date of termination of this Lease and prior to the execution and delivery of the new lease, any excess of such net income over the aforesaid sums and expenses to be applied in payment of the Rent payment thereafter becoming due under the new lease; provided, however, that the Permitted Leasehold Mortgagee shall receive full credit for all capitalized lease and Rent payments previously delivered by the Tenant to the Landlord;

(2) Within 10 days after the delivery of an accounting therefor by the Landlord, Permitted Leasehold Mortgagee pays any and all costs and expenses reasonably incurred by the Landlord in connection with the execution and delivery of the new lease;

(3) Upon the execution and delivery of the new lease at the time payment is made in (i) and (ii) above, all subleases which thereafter may have been assigned and transferred to the Landlord shall thereupon be assigned and transferred without recourse by the Landlord to the Permitted Leasehold Mortgagee (or its nominee), as the new "Tenant"; and

(4) If a Permitted Leasehold Mortgagee acquires the leasehold estate created hereunder or otherwise acquires possession of the Premises pursuant to available legal remedies, Landlord will look to such holder to perform the obligations of Tenant hereunder only from and after the date of foreclosure or possession and

will not hold such holder responsible for the past actions or inactions of the prior Tenant. Permitted Leasehold Mortgagee's liability shall be limited to the value of such Permitted Leasehold Mortgagee's interest in this Lease and in the leasehold estate created thereby.

Notwithstanding the foregoing and to the extent permitted by Section 42 of the Internal Revenue Tax Code, any deadline to complete construction and/or rehabilitation of the Improvements set forth in this Lease shall be extended for such period of time as may be reasonably required by the Permitted Leasehold Mortgagee or its nominee to complete construction and/or rehabilitation.

ARTICLE IX

SOVEREIGNTY AND POLICE POWERS

9.1. County as Sovereign

It is expressly understood that notwithstanding any provision of this Lease and the Landlord's status thereunder:

1. The Landlord retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for tax exemption, building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Premises or the operation thereof, or be liable for the same; and

2. The Landlord shall not by virtue of this Lease be obligated to grant the Tenant any approvals of applications for tax emption, building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Premises.

9.2. No Liability for Exercise of Police Power.

Notwithstanding and prevailing over any contrary provision in this Lease, or any Landlord covenant or obligation that may be contained in this Lease, or any implied or perceived duty or obligation including but not limited to the following:

(i) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Tenant, regardless of the purpose required for such cooperation;

(ii) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

(iii) To apply for or assist the Tenant in applying for any county, city or third party permit or needed approval; or

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

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

9.3 Support for Entitlements. Notwithstanding anything contained in this Article IX to the contrary, recognizing the public and private benefits afforded by the Project, Landlord agrees, as the fee simple owner of the Land, to cooperate with Tenant in obtaining the Entitlements, provided that Tenant shall be solely responsible for all costs incurred in connection with the Entitlements. Landlord's cooperation shall include, without limitation, (i) joining in and submitting applications and other required documentation for the Entitlements to the applicable governmental authority with jurisdiction over the Premises, (ii) granting and/or joining in any plat, covenants in lieu of unity of title, permit, authorization, approval, temporary or permanent easements, restrictive covenants, easement vacations or modifications, and such other applications or documents, as may be necessary or desirable for Tenant to develop the Premises with the Project and use the Premises for the Permitted Use, (iii) supporting the Entitlements, redevelopment of the Land and development of the Project through periodic written and in person appearances public meetings and hearings, including periodically speaking in support of same, and (iv) obtaining any required approvals from the Board.

ARTICLE X

PUBLIC RECORDS ACT

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

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

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

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

(d) Meet all requirements for retaining public records and transfer to Landlord, at no cost to Landlord, all public records created, received, maintained and/or directly related to the performance of this Lease that are in possession of Tenant upon termination of this Lease. Upon termination of this Lease, Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Landlord in a format that is compatible with the information technology systems of Landlord.

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

In the event Tenant does not comply with the public records disclosure requirements set forth in Section 119.0701, Florida Statutes, and this Article X, Landlord shall avail itself of the remedies set forth in Section 8.2 of this Lease.

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

Miami-Dade County

Miami-Dade Housing and Community Development
701 N.W. 1st Court, 16th Floor
Miami, Florida 33136
Attention: Lizette Capote
Email: lcapote@miamidade.gov

ARTICLE XI

RIGHT OF FIRST OFFER; RIGHT OF FIRST REFUSAL

11.1. Landlord's Intent to Market Premises.

If Landlord, in its sole discretion (but subject to any applicable HUD requirements relating to disposition and State laws relating to the sale or conveyance of County-owned property), decides to sell its interest in the Premises, then, prior to marketing the Premises, Landlord shall give written notice of such intent to Tenant setting forth the terms and conditions on which Landlord desires to sell the Premises (***Sales Notice***). Tenant shall have sixty (60) days thereafter within which to notify Landlord of its intent to purchase the Premises offered for sale upon such terms and conditions as are set forth in the Sales Notice. If such Sales Notice is timely given, the Closing shall be ninety (90) days after the date of the Sales Notice. The status of title to be delivered and the instruments to be executed pursuant thereto shall be as stated in the Sales Notice and the amount of earnest money that Tenant shall be required to deposit with the notification of intent to purchase by matching the offer shall be as stated in the Sales Notice. Failure of Tenant to so notify Landlord in a timely manner shall be deemed an election not to purchase. In the event Tenant does not so timely notify Landlord of its intent to purchase the offered property upon the terms and conditions stated in the Sales Notice, Landlord shall be free to market such property on its own or through a broker and thereafter may sell the property, subject to all of the terms and conditions of the Lease and any applicable requirements of HUD or any other legal requirements; provided that Landlord may not sell the Premises on terms and conditions that are materially different from those contained in any Sales Notice received by Tenant without first offering Tenant the opportunity once again to purchase the Premises in accordance with this Section 11.1 upon such materially different terms and conditions upon which Landlord bases its offer of sale.

11.2. Right of First Refusal.

If Landlord is not marketing the Premises as provided in Section 11.1 above, but receives a written offer in acceptable form from an unrelated third party that Landlord is willing to accept for the purchase of the Premises (a ***Sales Offer***), Landlord shall notify Tenant of the terms and conditions of such Sales Offer. Tenant shall then have sixty (60) days within which to notify Landlord of its intent to purchase the Premises by matching said Sales Offer and, in the event of such timely response, the closing of the purchase and sale of the Premises shall be in accordance with the terms of such Sales Offer. In the event that timely notice is not given by Tenant to Landlord, Tenant shall be deemed to have elected not to match said Sales Offer, and Landlord shall be free to sell the Premises to such third party on the terms and conditions set forth in the Sales Offer, subject, however, to all terms and conditions of this Lease and any applicable requirements of HUD or any other legal requirements. If Landlord fails to sell the Premises to

such third party for an aggregate sales price not less than ninety-five percent (95%) of the sales price set forth in the Sales Offer and otherwise in accordance with the terms of the Sales Offer within one hundred and eighty (180) days after Landlord is entitled to sell the Premises to such third party, the right of first refusal created in this Section 11.2 shall be revived and again shall be enforceable.

11.3. Mortgagee Notice. Tenant shall provide notice to every applicable Permitted Leasehold Mortgagee as to its election to acquire the Premises pursuant to Sections 11.1 or 11.2, above. Such notice shall be delivered within five (5) days following Tenant's notice to Landlord evidencing its intent to purchase the Premises.

11.4. Mortgagee Rights. Tenant's rights with respect to any option to purchase the Premises as set forth in this Section 11 shall be assignable to and may be exercised by any Permitted Leasehold Mortgagee which succeeds in interest to the Tenant, without requiring any consent or approval by Landlord.

ARTICLE XII

INDEPENDENT PRIVATE INSPECTOR GENERAL AND MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEWS

12.1. Inspector General.

(a) Independent Private 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, and under no circumstance shall the Tenant incur any charges relating to these IPSIG services. The terms of this provision herein, apply to the Tenant, its officers, agents, employees, subcontractors 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 Section shall not impose any liability on the Landlord by the 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, Miami-Dade County has established the Office of the Inspector General ("**Inspector General**") which may, on a random basis, perform audits on all Miami-Dade County agreements, throughout the duration of said agreements, except as otherwise provided below.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Miami-Dade County agreements including, but not limited to, those agreements specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed Landlord and Tenant contracts,

transactions, accounts, records, agreements 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, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to a contract. The Inspector General is empowered to retain the services of an 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 the Tenant, its officers, agents and employees, lobbyists, Landlord 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 XIII

ADDITIONAL PROVISIONS PERTAINING TO REMEDIES

13.1 Reinstatement. Notwithstanding anything to the contrary contained in the Lease, in the event Landlord exercises its remedies pursuant to Article VIII and terminates this Lease following an Event of Default, Tenant may, within 90 days following such termination reinstate this Lease for the balance of the Term by paying to Landlord an amount equal to the actual damages incurred by Landlord as a result of the breach that resulted in such termination and any actual costs or expenses incurred by Landlord as a result of such reinstatement of this Lease, if agreed in the sole and absolute discretion of the Landlord; provided, however, that Landlord shall have no right to terminate this Lease prior to the expiration of all applicable notice and cure periods provided to Investor and Permitted Leasehold Mortgagee under this Lease without the cure of such default.

13.2 Notice. Notwithstanding anything to the contrary contained in the Lease, Landlord shall not exercise any of its remedies hereunder without having given notice of the Event of Default or other breach or default to the Investor (following the admission of the Investor) simultaneously with the giving of notice to Tenant as required under the provisions of Article VIII of the Lease. The Investor shall be given all of the same cure rights as a Permitted Leasehold Mortgagee under this Lease. If the Investor elects to cure the Event of Default or other breach or default, Landlord

agrees to accept such performance as though the same had been done or performed by Tenant, in Landlord's reasonable discretion.

13.3 Investor. Notwithstanding anything to the contrary contained in the Lease, following the admission of the Investor, the Investor shall be deemed a third-party beneficiary of the provisions of this Section for the sole and exclusive purpose of entitling the Investor to exercise its rights to notice and cure, as expressly stated herein. The foregoing right of the Investor to be a third-party beneficiary under the Lease shall be the only right of Investor (express or implied) to be a third-party beneficiary hereunder. Such third-party beneficiary status shall terminate in its entirety upon the withdrawal of such Investor as a member of the Tenant, including the acquisition of the building improvements by Landlord or Landlord's designee under a Purchase Option Agreement or Right of First Refusal Agreement.

13.4 New Manager. Notwithstanding anything to the contrary contained in the Lease, Landlord agrees that it will take no action to effect a termination of the Lease by reason of any Event of Default or any other breach or default without first giving to the Investor reasonable time, not to exceed 120 days, to replace Tenant's manager and/or admit an additional manager and cause the new manager to cure the Event of Default or other breach or default; provided, however, that as a condition of such forbearance, Landlord must receive notice from the Investor of the substitution or admission of a new manager of Tenant reasonably acceptable to Landlord within 30 days following Landlord's notice to Tenant and the Investor of the Event of Default or other breach or default, and Tenant, following such substitution or admission of the manager, shall thereupon proceed with due diligence to cure such Event of Default or other breach or default. In no event, however, shall Landlord be required to engage in the forbearance described in this section for a period longer than six (6) months, regardless of the due diligence of the Investor or the new manager.

ARTICLE XIV

LANDLORD'S AUTHORITY

14.1 Designation of Landlord's Representatives. The Miami-Dade County Mayor, or his or her 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 of County Commissioners, to:

(a) Review and approve documents, plans, applications, lease assignments and requests required or allowed by Tenant to be submitted to Landlord pursuant to this Lease;

(b) Consent or agree to actions, events, and undertakings by Tenant or extensions of time periods for which consent or agreement is required by Landlord, including, but not limited to, extending the date by which the Commencement Date must occur under Section 8.3) or granting extensions of time for the performance of any obligation by Tenant hereunder;

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

(d) Assist Tenant with and execute on behalf of Landlord any applications or other documents, needed to comply with applicable regulatory procedures and to secure financing, Entitlements, permits or other approvals to accomplish the construction of any and all improvements in and refurbishments of the Premises;

(e) Amend this Lease and any Subleases (and related recognition and non-disturbance agreements) to correct any typographical or non-material errors, to address revisions or supplements hereto of a non-material nature or to carry out the purposes of this Lease;

(f) Execute Subleases with Qualified Assignees, including any amendments, extensions, and modifications thereto, and/or the lease bifurcation documents contemplated by Section 5.7; and

(g) Execute recognition and non-disturbance agreements and issue estoppel statements as provided elsewhere in this Lease.

ARTICLE XV

HUD REQUIRED RAD PROVISIONS

15.1. HUD-Required RAD Provisions. In addition to entering into this Lease, Landlord and Tenant also contemplate the provision of rental assistance to the Development pursuant to a RAD HAP Contract. If a RAD HAP Contract is entered into, HUD will require Landlord and Tenant to enter into a RAD Use Agreement in connection with the provision of rental assistance to the Development. Notwithstanding any other clause or provision in this Lease, upon execution of the RAD Use Agreement and for so long as the RAD Use Agreement is in effect, the following provisions shall apply:

(a) This Lease shall in all respects be subordinate to the RAD Use Agreement. Subordination continues in effect with respect to any future amendment, extension, renewal, or any other modification of the RAD Use Agreement or this Lease.

(b) If any of the provisions of this Lease conflict with the terms of the RAD Use Agreement, the provisions of the RAD Use Agreement shall control.

(c) The provisions in this Section 15.1 are required to be inserted into this Lease by HUD and may not be amended without HUD's prior written approval.

(d) Violation of the RAD Use Agreement constitutes a default of this Lease.

(e) Notwithstanding any other contract, document or other arrangement, upon termination of this Lease, title to the real property leased herein shall remain vested in Landlord and title to the buildings, fixtures, improvements, trade fixtures and equipment that belong to Tenant shall vest in Landlord.

(f) Neither the Tenant nor any of its partners or members shall have any authority to:

(i) Take any action in violation of the RAD Use Agreement; or

(ii) Fail to renew the RAD HAP Contract upon such terms and conditions applicable at the time of renewal when offered for renewal by the Landlord or HUD; or

(iii) Except to the extent permitted by the RAD HAP Contract or the RAD Use Agreement and the normal operation of the Development (e.g., in connection with a Sublease to a Qualified Assignee), neither the Tenant nor any partners or members shall have any authority without the consent of Landlord to sell, transfer, convey, assign, mortgage, pledge, sublease, or otherwise dispose of, at any time, the Development or any part thereof.

ARTICLE XVI

MISCELLANEOUS

16.1. Construction. Landlord and Tenant agree that all the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate section thereof.

16.2. Performance Under Protest. In the event of a dispute or difference between Landlord and Tenant as to any obligation which either may assert the other is obligated to perform or do, then the party against whom such obligation is asserted shall have the right and privilege to carry out and perform the obligation so asserted against it without being considered a volunteer or deemed to have admitted the correctness of the claim, and shall have the right to bring an appropriate action at law, equity or otherwise against the other for the recovery of any sums expended in the performance thereof and in any such action, the successful party shall be entitled to recover in addition to all other recoveries such reasonable attorneys' fees as may be awarded by a court of law.

16.3. Compliance with Governing Requirements. Notwithstanding anything to the contrary herein, Landlord and Tenant hereby agree to comply with any and all applicable HUD notice and consent requirements set forth in the Governing Documents by providing notice to HUD as required in the Governing Documents.

16.4. No Waiver. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any other provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them whether exercised by said party or not, shall be deemed to be in exclusion of any other; and two or more or all of such rights and remedies may be exercised at the same time.

16.5. Headings. The headings used for the various articles and sections of this Lease are used only as a matter of convenience for reference, and are not to be construed as part of this Lease or to be used in determining the intent of the parties of this Lease.

16.6. Partial Invalidity. If any terms, covenant, provision or condition of this Lease or the application thereof to any person or circumstances shall be declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, the remaining terms, covenants, provisions and conditions of this Lease and their application to persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable provision there shall be substituted a like, but valid and enforceable, provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

16.7. Decision Standards. In any approval, consent or other determination by any party required under any provision of this Lease, the party shall act reasonably, in good faith and in a timely manner, unless a different standard is explicitly stated.

16.8. Bind and Inure. Unless repugnant to the context, the words ***Landlord*** and ***Tenant*** shall be construed to mean the original parties, their respective successors and assigns and those claiming through or under them respectively. The agreements and conditions in this Lease contained on the part of Tenant to be performed and observed shall be binding upon Tenant and its successors and assigns and shall inure to the benefit of Landlord and its successors and assigns, and the agreements and conditions in this Lease contained on the part of Landlord to be performed and observed shall be binding upon Landlord and its successors and assigns and shall inure to the benefit of Tenant and its successors and assigns. No holder of a mortgage of the leasehold interest hereunder shall be deemed to be the holder of said leasehold estate until such holder shall have acquired indefeasible title to said leasehold estate.

16.9. Estoppel Certificate. Each party agrees from time to time, upon no less than fifteen (15) days' prior notice from the other or from any Permitted Leasehold Mortgagee, to execute, acknowledge and deliver to the other, as the case may be, a statement certifying that (i) this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which the Rent has been paid, and that no additional rent or other payments are due under this Lease (or if additional rent or other payments are due, the nature and amount of the same), and (iii) whether there exists any uncured default by the other party, or any defense, offset, or counterclaim against the other party, and, if so, the nature of such default, defense, offset or counterclaim.

16.10. Recordation. Simultaneously with the delivery of the Lease the parties have delivered a memorandum, notice or short-form of this Lease or this Lease which Tenant shall record in the appropriate office of the Public Records of Miami-Dade County. If this Lease is terminated before the Term expires, the parties shall execute, deliver and record an instrument acknowledging such fact and the date of termination of this Lease.

16.11. Notice. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing, may be delivered on behalf of a party by such party's counsel, and shall be deemed given when received, if (i) delivered by hand, (ii) sent by

registered or certified mail, return receipt requested, or (iii) sent by recognized overnight delivery service such as Federal Express, addressed as follows:

If to the Landlord:	Miami-Dade County c/o Miami-Dade Housing and Community Development 701 N.W. 1st Court, 16th Floor Miami, Florida 33136 Attn: Alex R. Ballina, Director
and a copy to:	Miami-Dade County Attorney's Office 111 N.W. 1st Street, Suite 2810 Miami, Florida 33128 Attn: Terrence A. Smith, Esq. Assistant County Attorney
and a copy to:	Miami-Dade County Internal Services Department, Strategic Procurement Division Attention: Chief Procurement Officer 111 N.W. 1st Street, Suite 1375 Miami, FL 33128-1974 Phone: (305) 375-4900 E-mail: Namita.Uppal@miamidade.gov
If to Tenant:	RUDG, LLC 2850 Tigertail Avenue, Suite 800 Miami, FL 33133 Attn: Albert Milo Jr.
and a copy to:	Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 150 West Flagler Street, Suite 2200 Miami, FL 33130 Attention: Brian J. McDonough, Esq.
If to Investor:	_____ _____ _____ _____ _____
If to Permitted Leasehold Mortgagee:	_____ _____ _____ _____

A party may change its address by giving written notice to the other party as specified herein.

16.12. Entire Agreement. This instrument contains all the agreements made between the parties hereto with respect to the subject matter hereof and may not be modified in any other manner than by an instrument in writing executed by the parties or their respective successors in interest

16.13. Amendment. This Lease may be amended by mutual agreement of Landlord and Tenant, provided that all amendments must be in writing and signed by both parties and that no amendment shall impair the obligations of Tenant to develop and operate the Premises. Tenant and Landlord hereby expressly stipulate and agree that, they will not modify this Lease in any way nor cancel or terminate this Lease by mutual agreement nor will Tenant surrender its interest in this Lease, including but not limited to pursuant to the provisions of Section 6.3, without the prior written consent of all Permitted Leasehold Mortgagees and, following the admission of the Investor, the Tenant's Investor. No amendment to or termination of this Lease shall become effective without all such required consents. Tenant and Landlord further agree that they will not, respectively, take advantage of any provisions of the United States Bankruptcy Code that would result in a termination of this Lease or make it unenforceable.

16.14. Governing Law, Forum, and Jurisdiction. This Lease shall be governed and construed in accordance with the laws of the State of Florida. Any dispute arising from this Lease or the contractual relationship between the Parties shall be decided solely and exclusively by State or Federal courts located in Miami-Dade County, Florida.

16.15. Relationship of Parties; No Third Party Beneficiary. The parties hereto expressly declare that, in connection with the activities and operations contemplated by this Lease, they are neither partners nor joint venturers, nor does a principal/agent relationship exist between them.

16.16. Access. Tenant agrees to grant a right of access to the Landlord or any of its authorized representatives, with respect to any books, documents, papers, or other records related to this Lease in order to make audits, examinations, excerpts, and transcripts until 3 years after the termination date of this Lease.

16.17. 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.

16.18. Non-Merger. Except upon expiration of the Term or upon termination of this Lease pursuant to an express right of termination set forth herein, there shall be no merger of either this Lease or Tenant's estate created hereunder with the fee estate of the Premises or any part thereof by reason of the fact that the same person may acquire, own or hold, directly or indirectly, (a) this Lease, Tenant's estate created hereunder or any interest in this Lease or Tenant's estate (including the Improvements), and (b) the fee estate in the Premises or any part thereof or any interest in such fee estate (including the Improvements), unless and until all persons, including any assignee of Landlord and, having an interest in (i) this Lease or Tenant's estate created hereunder, and (ii) the fee estate in the Premises or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

16.19. Vendor Registration. The Tenant shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
(Section 2-8.1 of the Code of Miami-Dade County)

2. ***Miami-Dade County Employment Disclosure Affidavit*** *(Section 2.8.1(d)(2) of the Code of Miami-Dade County)*

3. ***Miami-Dade County Employment Drug-free Workplace Certification***
(Section 2-8.1.2(b) of the Code of Miami-Dade County)

4. ***Miami-Dade County Disability and Nondiscrimination Affidavit***
(Section 2-8.1.5 of the Code of Miami-Dade County*)*

5. ***Miami-Dade County Debarment Disclosure Affidavit***
(Section 10.38 of the Code of Miami-Dade County)

6. ***Miami-Dade County Vendor Obligation to County Affidavit***
(*Section 2-8.1 of the Code of Miami-Dade County)*

7. ***Miami-Dade County Code of Business Ethics Affidavit***
(*Sections 2-8.1(i), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)*

8. ***Miami-Dade County Family Leave Affidavit***
(Article V of Chapter 11 of the Code of Miami-Dade County)

9. ***Miami-Dade County Living Wage Affidavit***
(Section 2-8.9 of the Code of Miami-Dade County)

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
(Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)

11. ***Miami-Dade County E-Verify Affidavit***
(Executive Order 11-116)

12. ***Miami-Dade County Pay Parity Affidavit***
(Resolution R-1072-17)

13. ***Miami-Dade County Suspected Workers' Compensation Fraud Affidavit***
(Resolution R-919-18)

14. ***Subcontracting Practices***
(Section 2-8.8 of the Code of Miami-Dade County)

15. ***Subcontractor/Supplier Listing***
(Section 2-8.1 of the Code of Miami-Dade County)

16. ***Form W-9 and 147c Letter***
(as required by the Internal Revenue Service)

17. ***FEIN Number or Social Security Number***
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To

comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- *Identification of individual account records*
- *To make payments to individual/Contractor for goods and services provided to Miami-Dade County*
- *Tax reporting purposes*
- *To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records*

18. ***Office of the Inspector General***
(Section 2-1076 of the Code of Miami-Dade County)

19. ***Small Business Enterprises***
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations

20. ***Antitrust Laws***
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida

16.20. Conflict of Interest and Code of Ethics. Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

16.21. Lease Approval. Signature of this Lease by the Landlord shall be *prima facie* evidence of approval hereof by the Board.

16.22. Intentionally Deleted.

(**SIGNATURES ON FOLLOWING PAGE**)

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

TENANT:

RUDG, LLC, a Florida limited liability company

By: _____

Name: Tony Del Pozzo

Title: Vice President

Date: _____

LANDLORD:

Miami-Dade County

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Clerk of the Board

Approved as to form
and legal sufficiency

_____
Terrence A. Smith
Assistant County Attorney

EXHIBIT A

GIBSON PLAZA LEGAL DESCRIPTION:

(To Be Provided)

EXHIBIT B

Insurance Requirements

(a) Prior to the commencement of construction by Tenant, Tenant shall furnish an "All Risk Builder's Risk Completed Value Form" policy for the full completed insurable value of the Premises in form satisfactory to Landlord.

(b) The Tenant shall furnish to the Internal Services Department, Strategic Procurement Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

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 Explosion Collapse and Underground Hazards and 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 connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Umbrella Liability Insurance in an amount not less than $3,000,000 per occurrence, and $3,000,000 in the aggregate.

If Excess Liability is provided must be follow form of the General Liability coverage.

E. Professional Liability Insurance in the name of the Developer or the licensed design professional employed by the Developer in an amount not less than $5,000,000 per claim. This insurance shall be maintained for a period of two (2) years after the County's acceptance of the work provided of the applicable Improvements by the Developer.

F. Completed Value Builders' Risk insurance on al "All Risk" basis, including Windstorm and flood for the total value of the project on a replacement cost basis. To include site preparation, excavations, under-ground pipes, foundations, temporary structures, scaffolding, construction forms, etc. Off-site materials that will be part of the structure must be covered. Business interruption, extra expense and soft costs are to be included. Coverage shall remain in place until substantial completion of construction has been reached as

determined by Miami-Dade County Housing and Community Development. The policy shall be in the name of Miami-Dade County, and developer, or the General Contractor.

G. Property Insurance Coverage for 100% of Replacement Cost of buildings and structures on an "All Risk" or "Special Perils" basis to include Windstorm and Hail with a 2% deductible per building, 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 a Named insured or a Loss Payee with respect to this coverage.

G. 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.

H. Professional Liability Insurance in an amount not less than $1,000,000 per claim.

I. Flood Insurance coverage shall be provided for properties located within a flood special 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.

Excess/Umbrella Liability may be used to supplement minimum liability coverage requirements. Follow form basis is required if providing Excess Liability.

The Developer shall be responsible for assuring that the insurance documentation required in conjunction with this subsection remain in force for the duration of the agreement period, including any and all option years. The Developer will be responsible for submitting renewal insurance documentation 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:

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.

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

NOTE: MIAMI-DADE COUNTY RFP NUMBER AND TITLE OF RFP MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: **MIAMI-DADE COUNTY**
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve Tenant of their liability and obligation under this section or under any other section of this agreement

Execution of this Lease is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Landlord's notification to Tenant to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Lease, the Tenant shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Tenant fails to submit the required insurance documents in the manner prescribed in this Lease within twenty (20) calendar days after Landlord's notification to comply, it shall be an Event of Default pursuant to the Lease.

The Tenant shall be responsible for assuring that the insurance certificates required in conjunction with this Exhibit remain in force for the duration of the Term of the Lease, including any and all option years or extension periods that may be granted by the Landlord. If insurance certificates are scheduled to expire during the Term, the Tenant shall be responsible for submitting new or renewed insurance certificates to the Landlord at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Landlord shall provide thirty (30) days written notice to Tenant to cure the noncompliance. In the event Tenant does not replace the expired certificates with new or renewed certificates which cover the contractual period, it shall be an Event of Default pursuant to the Lease.

(c) The Tenant agrees to cooperate with the Landlord in obtaining the benefits of any insurance or other proceeds lawfully or equitably payable to the Landlord in connection with this Lease.

(d) The "All Risk Builder's Risk Completed Value Form" policy with respect to the Premises shall be converted to an "all risk" or comprehensive insurance policy upon completion of the Improvements, naming Landlord as an additional insured thereunder and shall insure the Project in an amount not less than the full insurable replacement value of the Premises. The Tenant hereby agrees that all insurance proceeds from the All Risk Builder Risk Completed Value Form policy (or if converted, the "all risk" or comprehensive policy) shall be used to restore, replace or rebuild the Improvements, if the Tenant determines that it is in its best interest to do so, subject to the requirements of any approved mortgage lien holder's rights secured against the Premises and subject further to the terms of Article VI of the Lease.

(e) All such insurance policies shall contain (i) an agreement by the insurer that it will not cancel the policy without delivering prior written notice of cancellation to each named insured and loss payee thirty (30) days prior to canceling the insurance policy; and (ii) endorsements that the rights of the named insured(s) to receive and collect the insurance proceeds under the policies shall not be diminished because of any additional insurance coverage carried by the Tenant for its own account.

(f) If the Premises is located in a federally designated flood plain, an acceptable flood insurance policy shall also be delivered to the Landlord, providing coverage in the maximum amount reasonable necessary to insure against the risk of loss from damage to the Premises caused by a flood.

(g) Neither the Landlord nor the Tenant shall be liable to the other (or to any insurance company insuring the other party), for payment of losses insured by insurance policies benefiting the parties suffering such loss or damage, even though such loss or damage might have been caused by the negligence of the other party, its agents or employees.

EXHIBIT D

FORM OF SUBLEASE

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") dated effective as of the _____ day of _____, _____, is made by and between (INSERT) , a Florida limited liability company (hereinafter called the "Sublessor") and_____, a _____ (hereinafter called the "Sublessee").

WHEREAS, the Sublessor is in rightful possession of certain real property located in Miami-Dade County, Florida, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Leased Property") pursuant to that certain Ground Lease dated as of _____ ___, _____ (as may be amended, the "Master Lease"), by and between Miami-Dade County, a political subdivision of the State of Florida, through the Department of Housing and Community Development, as Landlord therein (the "Landlord") and Sublessor, as tenant therein; and

WHEREAS, Sublessor and Sublessee acknowledge that a true and correct copy of the Master Lease thereof has been provided by Sublessor and accepted by Sublessee, and the parties agree that the provisions of said Master Lease are incorporated herein by reference; and WHEREAS, the Sublessor wishes to sublease to the Sublessee the portion of the Leased Property which is as more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "Demised Premises"), on the same terms and conditions as set forth in the Master Lease, except as modified hereby:

NOW, THEREFORE, in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals; Defined Terms. The above Recitals are true and correct and are hereby incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Master Lease.

2. Sublease. The Sublessor hereby subleases to the Sublessee, and the Sublessee hereby leases from Sublessor, the Demised Premises.

3. Term. The term of this Sublease shall be co-terminus with the Master Lease, commencing on the date hereof and ending on the date which is seventy-five (75) years from the Lease Date. The obligation to pay Rent shall begin on the date on which the Sublessee closes on the construction financing and tax credit syndication for its contemplated development (the "Commencement Date"). In any event, the term of this Sublease shall expire upon the expiration of the term of the Master Lease. Anything to the contrary herein notwithstanding, Sublessor may terminate this Sublease by written notice to Sublessee given at any time after _____ ___, _____, if by such date Sublessee has not received an award of ___% low income housing tax credits from the Florida Housing Finance Corporation.

4. Rent. Sublessee hereby agrees to pay to Sublessor as Rent, under this Sublease, a one-time capitalized lease payment, to be paid upon the Commencement Date, in the amount

of $_____ (the "Capitalized Payment"), which amount is calculated by multiplying the number of units (*i.e.*, ____) *times* $_____. If greater or fewer than ____ units are constructed at the Demised Premises, the Capitalized Payment shall be adjusted on a unit-for-unit basis; provided, however, that to the extent Rent is paid directly by Sublessee to Landlord, the Sublessee's obligations to pay Rent under this Section 4 shall be satisfied. As and when the Rent is due and payable under the Master Lease, Sublessee shall pay such Rent directly to Landlord, which shall satisfy the obligations of Sublessee to otherwise have paid the Rent to Sublessor. It is the intention of this Sublease that the Sublessee shall be liable for the payment with respect to the units to be developed at the Demised Premises of all Rent and impositions becoming due and payable under the Master Lease by Sublessor to Landlord, during the term of this Sublease. To that end, Sublessee shall make all payments of Rent and impositions directly to Landlord. Provided, however, that there shall be no obligation on the part of Sublessee (or any successor of Sublessee) for the payment of any such Rent or other impositions which shall become due and payable with respect to any portion of the Demised Premises transferred subsequent to the termination of Sublessee's possession of any portion of the Demised Premises, or transfer of Sublessee's rights, under the terms of this Sublease and the termination or expiration of this Sublease.

5. Relationship to Master Lease. This agreement is a sublease and is subject to all the provisions in the Master Lease. Neither Sublessor nor Sublessee shall commit or permit to be committed any act or omission that will violate any provisions of the Master Lease with respect to the Demised Premises. Except with regard to rights of sublessees and the rights or obligations of Landlord, as set forth in the Master Lease, if the Master Lease terminates with respect to the Demised Premises, this Sublease shall terminate, and the parties shall be relieved from all liabilities and obligations under this Sublease, except with respect to any obligations which specifically survive the termination or expiration of this Sublease. This Sublease is made expressly subject to the terms, covenants and conditions of the Master Lease, and Sublessee expressly assumes any and all of the obligations of Sublessor under the Master Lease with respect to the Demised Premises, and agrees to be subject to all conditions and restrictions to which Sublessor is subject including, but not limited to, the obligation for the development, use and operation of every part of the Demised Premises. Any act required to be performed by Sublessor pursuant to the terms of the Master Lease in respect of the Demised Premises shall be performed by Sublessee and the performance of such act shall be deemed to be performed by Sublessor and shall be accepted by Landlord as Sublessor's act, provided such act is otherwise performed in accordance with the terms of the Master Lease. Nothing herein contained shall be construed to modify, waive, impair or otherwise affect any of the covenants, agreements, terms, provisions or conditions in the Master Lease (except as herein expressly provided), and all covenants, agreements, terms, provisions and conditions of the Master Lease are hereby mutually declared to be in full force and effect. It is the express intention of the parties of this Sublease that the Master Lease is incorporated into this Sublease and Sublessee, and not Sublessor, shall be responsible for all provisions of the Master Lease in respect of the Demised Premises as if they were fully set forth in this Sublease.

6. Rights of Sublessee. Sublessee (and all succeeding and successor transferees) shall succeed to all rights and obligations of Sublessor under the Master Lease with respect to the Demised Premises, including but not limited to the right to mortgage, encumber and otherwise assign and further sublease the Demised Premises, subject, however, to all duties and obligations of Sublessor as set forth in the Master Lease, and subject to the terms hereof.

7. Further Sublet. Subject to the Master Lease, the Sublessee may further sublet the Demised Premises or any part thereof to residential and retail tenants under unrecorded leases, with rights as tenants only, without the prior written consent of Sublessor.

8. Public Liability Insurance. The Sublessee agrees to maintain the insurance in respect of the Demised Premises in the types and amounts described in the Master Lease and shall name Sublessor as an additional insured under all such policies. Coverages required by this section shall be evidenced by certificates of insurance from insurance companies reasonably acceptable to Sublessor showing the requisite liability limits and shall specify that Sublessee's insurance policies shall not be modified, altered, canceled or allowed to expire or lapse without thirty (30) days prior notice to Sublessor. Sublessor is to be held harmless, from and against any and all liability, losses, and damages suffered or incurred by Sublessor by reasons directly (a) arising out of or (b) caused by Sublessee, in connection with Sublessee's occupancy of the Demised Premises, excepting loss and/or injury caused by the acts, negligence or omissions of the Sublessor, its servants, agents or representatives.

9. Sublessor's Representations and Warranties. Sublessor hereby represents and warrants to Sublessee that, as of the date hereof:

(a) It has full power and authority to enter into this Sublease and perform in accordance with its terms and provisions and that the parties signing this Sublease on behalf of Sublessor have the authority to bind Sublessor and to enter into this transaction and Sublessor has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Sublease.

(b) Sublessor will deliver possession of the Demised Premises to Sublessee, and, at all times, keep the Demised Premises free and clear of any and all liens, mortgages, encumbrances, tenancies and occupancies of every nature whatsoever.

(c) Sublessor is the current lessee under the Master Lease.

(d) Sublessor has not made, caused or incurred, or allowed any other to make, cause or incur, any assignment, sale, sublease, disposition or transfer or any right, title, and/or interest in, to, and under the Master Lease of the Demised Premises (other than that which may have been made to Sublessee), or any claim, demand, obligation, liability, action or cause of action in any way pertaining to the Master Lease or the Demised Premises.

(e) There are no existing mortgages, encumbrances or liens on Sublessor's leasehold interest and Sublessor will not hereafter subordinate to or mortgage or encumber its leasehold interest.

10. Sublessee's Representations and Warranties. Sublessee hereby represents and warrants to Sublessor that, as of the date hereof, Sublessee has full power and authority to enter into this Sublease and perform in accordance with its terms and provisions and that the parties signing this Sublease on behalf of Sublessee have the authority to bind Sublessee and to enter into this transaction and Sublessee has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Sublease.

11. Events of Default of Sublessee. The occurrence of any of the following shall be an "Event of Default" of Sublessee hereunder:

(a) Default is made in the due and punctual payment of the Rent payable to Sublessor under this Sublease when and as the same shall become due and payable and such default shall continue for a period of ninety (90) days after written notice thereof from Sublessor to Sublessee.

(b) Default is made by Sublessee in keeping, observing or performing any of the terms contained in this Sublease, excepting the obligation to pay the Rent, and such default shall continue for a period of ninety (90) days after written notice thereof from Sublessor to Sublessee 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 ninety (90) days, Sublessee fails within said ninety (90) day period to proceed promptly and with due diligence and in good faith to pursue curing said default.

(c) Any default in the obligations of Sublessor under the Master Lease relating to the Demised Premises, other than (i) an obligation which can only be performed by Sublessor thereunder or (ii) a default which is caused by Sublessor.

12. Failure to Cure Default by Sublessee. If an Event of Default of Sublessee shall occur, Sublessor, at any time after the periods set forth in Section 11 (a) or (b) and provided Sublessee has failed to cure such Event of Default within such applicable period, or in the case of such default or contingency which cannot with due diligence and in good faith be cured within ninety (90) days, Sublessee fails within said ninety (90) day period to proceed promptly and with due diligence and in good faith to pursue curing said default, shall, have the following rights and remedies, which are cumulative:

(a) In addition to any and all other remedies, in law or in equity, or as set forth in this Sublease, that Sublessor may have against Sublessee, Sublessor shall be entitled to sue Sublessee for all damages, costs and expenses arising from Sublessee's committing an Event of Default hereunder and to recover all such damages, costs and expenses, including reasonable attorneys' fees at both trial and appellate levels.

(b) To restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default of Sublessee and to obtain a decree specifically compelling performance of any such term or provision of this Sublease without notice to Sublessor or the necessity of posting a bond.

13. Events of Default of Sublessor. It shall be an Event of Default of Sublessor, if default shall be made by Sublessor in keeping, observing or performing any of the duties imposed upon Sublessor pursuant to the terms of this Sublease and such default shall continue for a period of ninety (90) days after written notice thereof from Sublessee to Sublessor 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, Sublessor 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.

If an Event of Default of Sublessor shall occur, Sublessee, at any time after the period set forth in this Section 13, shall have the following rights and remedies which are cumulative:

(a) To restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default of Sublessor and to obtain a decree specifically compelling performance

of any such term or provision of this Sublease without notice to Sublessor or the necessity of posting a bond.

(b) In the event that the Sublessor's default is of a nature which makes performance of this Sublease impossible, Sublessee may terminate any and all obligations that Sublessee may have under this Sublease, in which event Sublessee shall be released and relieved from any and all liability under this Sublease and shall surrender possession of the Demised Premises to Sublessor.

14. Power of Attorney-Sublessor. (a) Subject to Sublessor's prior approval of any instrument or document described in this Section, which approval shall not be unreasonably withheld, Sublessor hereby irrevocably constitutes Sublessee its true and lawful attorney in fact in its name, place and stead to make, execute, swear to, acknowledge, deliver and file:

(i) Any instrument which may be required to be filed by the Sublessor under the terms of the Master Lease, or which Sublessee deems advisable to file under the terms of the Master Lease;

(ii) Any documents which may be required or appropriate to amend the terms of the Master Lease, to effect the continuation of the Master Lease, or the termination of the Master Lease; or

(iii) Any document necessary or proper to carry out the intent of the Sublessor's powers and/or duties.

(b) The above power of attorney:

(i) Is a special power of attorney coupled with an interest, is irrevocable and will survive the dissolution of the Sublessor or any other event; and

(ii) May be exercised by the Sublessee on behalf of Sublessor by an actual or facsimile signature of a duly authorized representative of the Sublessee.

(c) Upon the request of Sublessee, the Sublessor shall from time to time execute a separate power of attorney that may be necessary or proper to permit the above-listed powers to be exercised, and any document which the Sublessee would be authorized to execute by virtue of any such powers.

15. Discharge of Liens. Sublessor is not authorized to contract for or on behalf of itself or Sublessee for work or the furnishing of materials to the Demised Premises. Sublessor shall discharge of record by payment, bond or otherwise, within five (5) days subsequent to the date of its receipt of notice thereof from Sublessee, any mechanic's, laborer's or similar lien filed against the Demised Premises for work or materials claimed to have been furnished at the instance of Sublessor. If Sublessor shall fail to cause such lien or claim of lien to be so discharged or bonded within such period, in addition to any other right or remedy it may have, Sublessee may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by procuring the discharge of such lien or claim by deposit in court or bonding, and in any such event, Sublessee shall be entitled, if Sublessee so elects, to compel the prosecution of any action for the foreclosure of such lien or claim by claimant and to pay the amount of the judgment, if any, in favor of the claimant, with interest, costs and allowances. Sublessee shall be entitled to offset any sum or sums so paid by Sublessee, and all costs and

expenses incurred by Sublessee, including, but not limited to, attorneys' fees in processing such discharge or in defending any such action against any Rent due under this Sublease.

16. Notices. Each notice required or permitted to be given hereunder or pursuant to the Master Lease must comply with the requirements of Article 14.11 of the Master Lease. The addresses for the parties hereto are as follows:

Sublessor: _____, LLC

Sublessee: _____
_____
_____
_____

17. Subleasehold Mortgage.

(a) Without limiting any of the provisions of the Master Lease as to the mortgaging of the Sublessee's subleasehold estate in the Demised Premises, it is agreed that, without Sublessor's prior consent, Sublessee shall have the right from time to time during the Term to mortgage, collaterally assign, or otherwise encumber in favor of one or more lenders the Sublessee's leasehold estate and interest ("Leasehold Interest") under one or more leasehold mortgages ("Leasehold Mortgages"), the Sublessee's personalty located on the Demised Premises, its subleases and issues, rents and profits therefrom, as security for such Leasehold Mortgages.

(b) In the event of any default by Sublessee under the Sublease or any Leasehold Mortgage, Sublessor will allow Permitted Leasehold Mortgagee (as hereinafter defined) to enforce its lien and security interest in Sublessee's personal property located at the Demised Premises including assembling and removing all of Sublessee's personal property located on the Premises. Sublessor hereby waives any landlord's lien it might hold, statutory, constitutional, contractual or otherwise, in any personal property owned or leased by Sublessee and now or hereafter located on the Demised Premises. If so requested by Sublessee, Sublessor shall execute a waiver of any right, title or interest or right to seize any of Sublessee's personal property on the Demised Premises that may be subject to a lien or security interest in favor of Permitted Leasehold Mortgagee or a seller of Sublessee's personal property or creditor holding a security interest in such personal property.

(c) (i) if the Sublessee shall mortgage its Leasehold Interest, and if the holder of such Leasehold Mortgage (each a "Permitted Leasehold Mortgagee") shall provide the Sublessor with notice of such Leasehold Mortgage together with a true copy of such Leasehold Mortgage and the name and address of the mortgagee, the Sublessor and the Sublessee agree that, following receipt of such notice by the Sublessor, the provisions of this Section 17 shall apply with respect to such Leasehold Mortgage.

(ii) Sublessor agrees that no notice given to Sublessee subsequent to the date Sublessee's leasehold interest in the Land is encumbered by a Leasehold Mortgage is valid unless simultaneously given to the Permitted Leasehold Mortgagee at the address provided by it.

(iii) In the event of any assignment of a Leasehold Mortgage or in the event of change of address of a Permitted Leasehold Mortgagee or of an assignee of such Leasehold Mortgage, notice of the new name and address shall be provided to the Sublessor.

(iv) After the Sublessor has received the notice provided for by subsection (c)(1) above, the Sublessee, upon being requested to do so by the Sublessor, shall with reasonable promptness provide the Sublessor with copies of the note or other obligation secured by such Leasehold Mortgage and of any other documents pertinent to the Leasehold Mortgage and of each amendment or other modification or supplement to such instruments.

(d) Until such time as the Leasehold Mortgages are paid in full, the Sublessor shall not consent to any termination, material amendment, modification or supplement to this Sublease unless consented to in writing by the Permitted Leasehold Mortgagees which consent will not be unreasonably delayed, conditioned or withheld.

(e) In the event there is a conflict between the terms of this Sublease and those of a Leasehold Mortgage (including but not limited to the provisions of this Sublease and those of a Leasehold Mortgage pertaining to the disposition of insurance proceeds or condemnation awards), the terms of the Leasehold Mortgage shall govern.

(f) Permitted Leasehold Mortgagee may at its option, at any time before this Sublease has been terminated as provided herein, and before the expiration of the time periods specified in Section 17(g) below, pay any of the Rent or other sums due under this Sublease, or effect any insurance, or pay any taxes or assessments, or make any repairs and improvement, or do any act or thing which may be necessary and proper to be done in the observance of the covenants and conditions of this Sublease or to prevent the termination of this Sublease. Permitted Leasehold Mortgagee also shall be afforded the right, but not the obligation, to perform any other term, covenant, or condition of this Sublease to be performed by Sublessee, as well as to remedy any default by Sublessee hereunder, and Sublessor shall accept such performance by any Permitted Leasehold Mortgagee with the same force and effect as if furnished by Sublessee, provided, however, that Permitted Leasehold Mortgagee shall not thereby or hereby be subrogated to the rights of Sublessor. Additionally, Sublessee may delegate irrevocably to Permitted Leasehold Mortgagee the authority to exercise any or all of Sublessee's rights hereunder, including, but not limited to the right of Permitted Leasehold Mortgagee to participate (in conjunction with or to the exclusion of Sublessee) in any proceeding, arbitration or settlement involving condemnation or eminent domain affecting Sublessee's leasehold interest in the Demised Premises, but no such delegation shall be binding upon Sublessor unless and until either Sublessee or Permitted Leasehold Mortgagee in question shall give to Sublessor a true copy of a written instrument effecting such delegation, in form required for recording. Any provision of this Sublease that gives Permitted Leasehold Mortgagee the privilege of exercising a particular right of Sublessee hereunder on condition that Sublessee shall have failed to exercise such right shall not be deemed to diminish any privilege that Permitted Leasehold Mortgagee may have, by virtue of a delegation of authority from Sublessee, to exercise such right without regard to whether or not Sublessee shall have failed to exercise such right.

(g) Sublessor shall give Permitted Leasehold Mortgagee notice in writing of any defaults by Sublessee under this Sublease, and Permitted Leasehold Mortgagee shall have sixty (60) days after receipt of such written notice from Sublessor to cure such default which is reasonably susceptible of cure. Further, as to any non-monetary default, Permitted Leasehold

Mortgagee shall have one hundred eighty (180) days after receipt of such written notice from Sublessor, and a reasonable time after the expiration of said one hundred eighty (180) days if it shall have commenced foreclosure or other appropriate proceeding in the nature thereof within said one hundred eighty (180) day period and is diligently prosecuting the same, within which to endeavor to cure such default; and notwithstanding any other provision of this Sublease, all rights (if any) of Sublessor to terminate this Sublease upon the default by Sublessee are and shall continue to be at all times while Sublessee is indebted to Permitted Leasehold Mortgagee, subject to and conditioned upon Sublessor's first having given Permitted Leasehold Mortgagee written notice of such default and Permitted Leasehold Mortgagee's failure to cure such default within the time and upon the conditions stated above after receiving such written notice of default. Notwithstanding anything contained herein to the contrary, any right of Sublessor to terminate this Sublease shall be postponed indefinitely if the default which gives rise to such termination right is of such a nature that the same is not susceptible of being cured by Permitted Leasehold Mortgagee and Permitted Leasehold Mortgagee shall institute foreclosure proceedings and diligently prosecute the same to completion, subject to any stay in any proceedings involving the insolvency of Sublessee or other proceeding or injunction (unless, in the meantime, Permitted Leasehold Mortgagee shall acquire Sublessee's estate hereunder, either in its own name or through a nominee, by assignment in lieu of foreclosure).

(h) A Permitted Leasehold Mortgagee may become the holder of the Sublessee's leasehold estate and succeed to the Sublessee's interest in this Sublease by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Sublease in lieu of foreclosure, and any purchaser at a foreclosure proceeding undertaken in regard to a Leasehold Mortgage may become the holder of the Sublessee's leasehold estate and succeed to the Sublessee's interest in this Sublease by such foreclosure proceedings. A Permitted Leasehold Mortgagee may exercise any rights and remedies available to it under its Leasehold Mortgage without consent or approval of Sublessor.

(i) In case of the termination of this Sublease by reason of the happening of any Event of Default or of bankruptcy or insolvency of the Sublessee, Sublessor shall provide written notice of such termination to Permitted Leasehold Mortgagee and shall include in the notice a statement of all sums which would be due under this Sublease at the time of termination and all other defaults of Sublessee existing at such time. Sublessor will enter into a new sublease for the Demised Premises with the Permitted Leasehold Mortgagee, for the remainder of the term, effective as of the date of such termination, at the same Rent and subject to the same covenants and agreements, terms, provisions and limitations herein contained, provided that:

(i) The Sublessor receives the Permitted Leasehold Mortgagee's written request for such new sublease within 60 days from the date that notice of such termination is received by Permitted Mortgagee and all amounts then due and owing to the Sublessor under this Sublease shall be paid coterminous with the entry into the new sublease together with any and all costs and expenses, including reasonable counsel fees, court costs and disbursements made by the Sublessor in connection with any such default and termination as well as in connection with the execution and delivery of the new sublease, less the net income collected by the Sublessor from the Demised Premises subsequent to the date of termination of this Sublease and prior to the execution and delivery of the new lease, any excess of such net income over the aforesaid sums and expenses to be applied in payment of the Rent thereafter becoming due under the new sublease; and

(ii) Upon the execution and delivery of the new sublease at the time payment is made in (1) above, all subleases which thereafter may have been assigned and transferred to the Sublessor shall thereupon be assigned and transferred without recourse by the Sublessor to the Permitted Leasehold Mortgagee, as the new Sublessee.

(j) (i) For the purposes of this Section 17, the making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Sublease or of the Leasehold Interest hereby created, nor shall any Permitted Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Sublease or of the Leasehold Interest hereby created so as to require such Permitted Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of the Sublessee to be performed hereunder; however, the purchaser at any sale of this Sublease and of the Leasehold Interest hereby created under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage shall be deemed to be an assignee or transferee within the meaning of this Section 17, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the Sublessee to be performed hereunder from and after the date of such purchase and assignment, but only for so long as such purchaser or assignee is the owner of the Leasehold Interest. If the Permitted Leasehold Mortgagee or its designee shall become holder of the Leasehold Interest and if the improvements on the Demised Premises shall have been or become materially damaged on, before or after the date of such purchase and assignment, the Permitted Leasehold Mortgagee or its designee shall be obligated to repair, replace or reconstruct the improvements only to the extent of the net insurance proceeds received by the Permitted Leasehold Mortgagee or its designee by reason of such damage. However, should such net insurance proceeds be insufficient to repair, replace or reconstruct the Project or other improvements, and should the Permitted Leasehold Mortgagee or its designee choose not to fully reconstruct the improvements, such failure shall constitute an event of default under this Sublease.

(ii) Any Permitted Leasehold Mortgagee or other acquirer of the Leasehold Interest of the Sublessee pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings may, upon acquiring the Sublessee's Leasehold Interest, without further consent of the Sublessor, sell and assign the Leasehold Interest on such terms and to such persons and organizations as are acceptable to such Permitted Leasehold Mortgagee or acquirer and thereafter be relieved of all obligations under this Sublease; provided the Sublessor has approved such assignee, which approval shall not be unreasonably withheld, and such assignee has delivered to the Sublessor its written agreement to be bound by all of the provisions of this Sublease.

(iii) Notwithstanding any other provisions of this Sublease to the contrary, any sale of this Sublease and of the Leasehold Interest hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignment or transfer of this Sublease and of the Leasehold Interest hereby created in lieu of the foreclosure of any Leasehold Mortgage, shall be deemed to be a permitted sale, transfer or assignment of this Sublease and of the Leasehold Interest hereby created.

(k) The Sublessor shall give each Permitted Leasehold Mortgagee prompt notice of any legal proceedings between the Sublessor and the Sublessee involving obligations under this Sublease. Each Permitted Leasehold Mortgagee shall have the right to intervene in any such proceedings and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. In the event that any Permitted Leasehold Mortgagee shall

not elect to intervene or become a party to any such proceedings, the Sublessor shall give the Permitted Leasehold Mortgagee notice of, and a copy of any award or decision made in any such proceedings, which shall be binding on the Permitted Leasehold Mortgagee.

(l) Intentionally Omitted.

(m) The Sublessor shall, without charge, at any time and from time to time hereafter, but not more frequently than twice in any one-year period (or more frequently if such request is made in connection with any sale or mortgaging of Sublessee's Leasehold Interest or permitted subletting by the Sublessee), within ten (10) days after written request from the Sublessee or Permitted Leasehold Mortgagee to do so, certify by written instrument duly executed and acknowledged to any Permitted Leasehold Mortgagee or purchaser, or proposed leasehold mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (i) as to whether this Sublease has been supplemented or amended and if so, the substance and manner of such supplement or amendment; (ii) as to the validity and force and effect of this Sublease, in accordance with its tenor; (iii) as to the existence of any default hereunder; (iv) as to the existence of any known offsets, counterclaims or defenses hereto on the part of the Sublessee; (v) as to the commencement and expiration dates of the term of this Sublease; and (vi) as to any other matters as may be reasonably so requested. Any such certificate may be relied upon by the Sublessee and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the Sublessor.

(n) Notices from the Sublessor to the Permitted Leasehold Mortgagee shall be mailed to the address furnished to the Sublessor, and those from the Permitted Leasehold Mortgagees to the Sublessor shall be mailed to the address designated pursuant to the provisions of Section 17(c)(i). Such notices, demands and requests shall be given in the manner described in Section 16 and shall in all respects be governed by the provisions of that section.

(o) In case of the termination of this Sublease by reason of the happening of any Event of Default or of bankruptcy or insolvency of the Sublessee, the Sublessor shall give prompt notice thereof to each Permitted Leasehold Mortgagee who has made the request referred to in Section 17(c).

18. Investor. The following shall apply with respect to the Sublessee's Investor (the "Investor"):

(a) The Sublessor agrees to accept payment or performance by the Investor as though the Sublessee had done the same, and the Investor shall be given all of the same cure rights as a Permitted Leasehold Mortgagee under this Sublease.

(b) The Sublessor agrees to give the Investor, at the address to be provided by the Investor, a written copy of all notices and demands that the Sublessor gives to the Sublessee.

(c) The Sublessor shall not terminate this Sublease if:

(i) At the time of the Event of Default, the Sublessor or Sublessor's member is the Sublessee's general partner or managing member, or an affiliate of the Sublessee's general partner or managing member;

(ii) Within one hundred twenty (120) days after the Investor's receipt of notice, the Investor (A) cures the Event of Default, or (B) if the Event of Default reasonably requires more than one hundred twenty (120) days to cure, commences to cure the Event of Default and diligently prosecutes the same to completion; or

(iii) If the Event of Default cannot be cured by payment or expenditure of money, and the Investor (A) initiates other appropriate proceedings to remove and replace the general partner or managing member as provided in the Sublessee's amended and restated partnership or operating agreement (the "Governing Agreement") within one hundred twenty (120) days after receipt of notice, (B) cures all other Events of Default, (C) complies with all other covenants and conditions of this Sublease capable of compliance, and (D) continues to pay all real property taxes and assessments, and insurance premiums to be paid by the Sublessee under this Sublease, then the Investor shall then have one hundred twenty (120) days following the date on which the Investor or its nominee is able to become the replacement general partner or managing member of the Sublessee, to cure such Event of Default. Notwithstanding anything contained herein to the contrary, if any such Event of Default, by its nature, is such that it cannot practicably be cured within said 120-day period, then the Investor shall have such time as shall be reasonably necessary to cure the Event of Default provided that the Investor commences such cure within said 120-day period and thereafter diligently prosecutes the cure to completion.

(d) The Sublessor agrees to accept performance by the Investor of all cures, conditions and covenants as though performed by the Sublessee, and agrees to permit the Investor access to the Demised Premises to take all such actions as may be necessary or useful to perform the Sublessee's covenants under this Sublease or to cure an Event of Default of the Sublessee.

(e) If the Investor elects any of the above-mentioned options, then upon the Investor's or its nominee's acquisition of the general partner or managing member interest under the Governing Agreement, this Sublease shall continue in full force and effect during the ___-year tax credit compliance period, provided that, if the Investor elects the option provided in Section 18(C)(iii) above, then upon the Investor's acquisition of the general partner or managing member interest under the Governing Agreement, the Investor shall cure all prior Events of Default of the Sublessee under this Sublease that are reasonably capable of being cured by an Investor within the time set forth in Section 18(C)(iii) above. If the Investor commences an action as set forth in Section 18(C)(iii), and thereafter the Sublessee cures such Events of Default (which cure the Sublessor shall be obligated to accept) and the Investor then terminates all proceedings under the option in Section 18(C)(iii) above, then this Sublease shall remain in full force and effect between the Sublessor and the Sublessee during the ___-year tax credit compliance period.

(f) During the ___-year tax credit compliance period the Sublessor and the Sublessee shall not agree between themselves to any material amendment, modification or supplement to this Sublease without the prior written consent of the Investor, which consent will not be unreasonably delayed, conditioned or withheld.

(g) So long as the Investor is prevented by injunction issued by any court or by any statutory stay, or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving the Sublessee, from commencing or prosecuting the replacement of the general partner or managing member pursuant to the terms of the Governing

Agreement or other appropriate proceedings in the nature thereof, the Investor shall not be deemed for that reason to have failed to commence such proceedings or to have failed to diligently prosecute such proceedings, provided that the Investor use reasonable efforts to contest and appeal the issuance or continuance of any such process, stay or injunction.

(h) Notwithstanding anything to the contrary set forth elsewhere in this Sublease, the Sublessor and the Sublessee hereby acknowledge and agree that the Investor shall be deemed a third-party beneficiary of the provisions of this Sublease which specifically grant the Investor rights and/or benefits, including, without limitation, those provisions which entitle the Investor to receive notice and exercise the right to cure. In connection therewith, the Investor may seek any and all remedies available to the Investor in order to enforce such provisions.

19. Miscellaneous. This Sublease shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, legal representatives, successors and permitted assigns. This Sublease is governed by and shall be interpreted in accordance with the laws of the State of Florida. Neither this Sublease nor any provisions hereof or of the Master Lease may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

20. Grant of Quiet Enjoyment. Sublessee, upon paying the Rent and Sublease Rent and performing in accordance with the terms, agreements, and provisions of this Sublease, shall peaceably and quietly have, hold and enjoy the Demised Premises during the term of this Sublease without interruption, disturbance, hindrance or molestation by Sublessor or by anyone claiming by, through or under Sublessor.

21. Recording. At Sublessee's behest, a Memorandum of this Sublease shall be recorded among the Public Records of Miami-Dade County, Florida, at the sole cost of Sublessee.

22. Sublessor's Covenants. Sublessor hereby covenants to and agrees with Sublessee that during the Term of this Sublease, Sublessor will not (a) amend, modify, cancel or terminate the Master Lease, or exercise any rights of the Sublessor thereunder in any way which materially diminishes the rights or increases the responsibilities of Sublessee, without the prior written consent of Sublessee, which consent may be withheld by Sublessee in Sublessee's sole and absolute discretion, or (b) take any action or omit to take any action which would cause a default in the Master Lease by Sublessor unless such default is caused by the default of the Sublessee hereunder.

23. Cooperation. Sublessor shall, from time to time, upon request from Sublessee, execute and deliver or cause to be made, executed and delivered to Sublessee, such further assurances and other documents as may be necessary or desirable in order to effectuate and/or complete the purposes and intents of this Sublease.

(SIGNATURES APPEAR ON FOLLOWING PAGES)

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Sublease on the date stated at the beginning of this Sublease

SUBLESEE:

_____

By: _____

Name: _____

Title: _____

Date: _____

_____

SUBLESSOR:

(INSERT) , a Florida limited liability company

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Corporate Secretary/Notary Public

EXHIBIT "A" TO SUBLEASE
ENTIRE LEASED PROPERTY - LEGAL DESCRIPTION

EXHIBIT “B” TO SUBLEASE

DEMISED PREMISES

CONSENT BY LANDLORD

The undersigned Landlord and fee owner, **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, under that certain lease ("Lease") between _____**, LLC**, a Florida limited liability company (hereinafter called the "Sublessor") and_____, a _____ (hereinafter called the "Sublessee"), upon the express understanding that:

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

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

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

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Clerk of the Board

Approved as to form
and legal sufficiency

_____
Terrence A. Smith
Assistant County Attorney

EXHIBIT E

Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit

CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

_____ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)
Bidder's/Proposer's Legal Company Name
of Section 287.138, F.S.

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative: _____

Title of Bidder's/Proposer's Authorized Representative: _____

Signature of Bidder's/Proposer's Authorized Representative: _____

Date: _____

Exhibit F

Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit

KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

_____ does not use coercion for labor or services as defined in Section 787.06, F.S.
Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date: