

MEMORANDUM

Agenda Item No. 8(K)(3)

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

DATE: January 21, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution awarding development rights to Integra Solutions, LLC (Integra) for the development of Annie Coleman 15 development pursuant to Work Order Proposal Request (WOPR) No. 01295-05B, Redevelopment of County Properties under the Rental Assistance Demonstration (RAD) Program for the Housing and Community Development Department; approving of and authorizing the County Mayor to: (1) execute a Master Development Agreement (MDA) in the estimated total amount of \$385,947,157.00; (2) execute an option to Ground Lease Agreement (lease option); (3) in accordance with section 125.35, Florida Statutes, and subject to the United States Department of Housing and Urban Development's (HUD) approval, execute a 99-year Ground Lease (Lease) in the estimated total amount of \$9,050,000.00; (4) exercise all provisions contained in the MDA lease option, and lease; (5) subject to HUD's approval, execute all necessary RAD and/or mixed-finance agreements and all other documents related to the development; (6) submit a demolition and/or disposition application to HUD, if required; and (7) execute amendments to annual contributions contracts and other related documents, if required; and waiving section 2-10.4.2 of the Code

The accompanying resolution was prepared by the Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Commissioner Keon Hardemon.



Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001

Date: January 21, 2026

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Recommendation for Approval of the Execution of an Option to Ground Lease and the Master Development Agreement with Integra Solutions, LLC, Pursuant to Work Order Proposal Request No. 01295-05B Redevelopment of County Properties Under the Rental Assistance Demonstration Program for the Housing and Community Development Department

Executive Summary

This item seeks approval from the Board of County Commissioners (Board) to award the development rights to Integra Solutions, LLC and its affiliates (Integra) for the purpose of developing the Annie Coleman 15, Group 1 Property encompassed in Folio Nos. 30-3115-025-0300, 30-3115-000-0280, and 30-3115-031-0030 (Project Site), currently owned by Miami-Dade County (County) through the Housing and Community Development Department (HCD). The item further seeks approval from the Board to authorize the County Mayor or County Mayor's designee to execute the following agreements with Integra: an (1) Option to Ground Lease Agreement (the Lease Option) to provide evidence of site control as may be required by the Florida Housing Finance Corporation (FHFC); (2) a 99-year Ground Lease Agreement (Ground Lease) and; (3) a Master Development Agreement (MDA), subject to approval by the United States Department of Housing and Urban Development (HUD). The Project Site is located within District 3 which is represented by Commissioner Keon Hardemon.

On July 6, 2023, the County advertised Work Order Proposal Request (WOPR) No. 01295-05B, Redevelopment of County Properties Under the Rental Assistance Demonstration Program (RAD) for HCD, from the prequalified developer pool for the redevelopment of the Project Site. Integra was the sole proposer. The redevelopment of the Project Site will generate approximately \$385,947,157.00 in revenue for the County through the execution of the MDA and the Ground Lease. This amount is inclusive of capitalized ground lease payments, developer fees, annual rent payments, and a percentage share of annual net cash flow.

In line with my Administration's commitment to provide more affordable housing units throughout the County, the redevelopment of the Project Site will add 905 mixed income housing units, including 144 housing units to replace the ones previously located on the land. Upon completion of the units the residents are notified, and all residents of the Project Site will have the right to return. The Community Benefits, attached as Exhibit "A", include a community room with an adjacent quiet area for reading, study, and computer use; a fitness center, laundry facilities, on-site police workstation, playground, youth art center, Section 3 -MBE/WBE/SBE hiring and contracting and a contribution of five percent of developer fees to the Brownsville Civic Neighborhood Association, Inc.

Recommendation

It is recommended that the Board:

1. Award development rights to Integra for the purpose of redeveloping the Project Site;

2. Authorize the County Mayor or County Mayor's designee to execute the MDA and exercise all provisions contained therein, as described below in the Delegation of Authority;
3. Authorize the County Mayor or County Mayor's designee to, in accordance with section 125.35, Florida Statutes, and subject to HUD's approval to: (1) execute the Lease Option, (2) Execute the 99-year Ground Lease with Integra which includes a capitalized lease payment of approximately \$9,050,000, and (3) exercise all provisions contained in the Ground Lease, as described below in the Delegation of Authority;
4. Authorize the County Mayor or County Mayor's designee, subject to HUD approval, to 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 Site;
5. 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 the Project Site;
6. Authorize the County Mayor or County Mayor's designee to execute amendments to annual contributions contracts (ACC), if required; to execute any agreements, release(s) from declaration(s) of trust, and any other documents on behalf of the County, subject to HUD's approval; and to exercise amendments, modification, cancellations, and termination clauses; and
7. Waive 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 more than \$5,000,000.00. As negotiated, the County will be receiving the financial benefits and commensurate public benefits, including a community room, affordable housing, and the benefits listed on the Community Benefits Statement. None of these financial and commensurate public benefits would be considered by an appraiser or included in an appraisal. Details related to the Project Site are more fully described in the Property Appraiser's summary report which is attached hereto.

Scope

The Project Site is located within Commissioner District 3 which is represented by Commissioner Keon Hardemon. The item will provide affordable housing available to all Miami-Dade County residents, therefore the scope of this item is countywide.

Fiscal Impact/Funding Source

There will be a positive fiscal impact to the County for approving and executing the Ground Lease and the MDA for the development of the Project Site, which will result in revenue sharing and capital improvements to the project as further described below. The redevelopment of the project site will generate approximately \$385,947,157.00 in revenue for the County through the execution of the MDA and Ground Lease.

Track Record /Monitor

HCD's Director, Nathan Kogan, HCD's Development Project Manager, Sarah Riggs, and HCD's Procurement Contracting Manager, Indira Rajkumar-Futch, will be responsible for the implementation of the MDA and the Ground Lease.

Delegated Authority

Upon the approval of this item, the County Mayor or County Mayor's designee will be authorized to:

- (1) Execute the MDA, Lease Option, and Ground Lease, subject to HUD approval.
- (2) Exercise the provisions in the MDA, including, but not limited to:
 - a. reviewing and approving documents, plans, and other requests required of, or allowed by, Integra to be submitted to the County;
 - b. consenting to actions, events, and undertakings by Integra or extensions of time periods for which consent is required by the County, including, but not limited to, extensions of time for the performance of any obligation by the County;
 - c. executing any and all documents on behalf of the County necessary or convenient to the foregoing approvals, consents, and appointments and execute the lease option and lease;
 - d. executing non-exclusive utility easements for the provision of utility services in accordance Resolution No. R-684-25, subject to:
 - i. compliance with Resolution No. R-504-15, which establishes the County policy of minimizing the negative aesthetic impact to the public created by the installation of utility lines and equipment on County-owned property;
 - ii. the easements are no larger in size or scope than is necessary for the construction, operation and maintenance of such utilities to service the project site located thereon; and
 - iii. the easements do not allow the grantee of the easement to grant access to the easement to any other entity or individual other than the grantee.
 - e. 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;
 - f. executing any additional options to ground leases and ground leases upon Integra's assignment of its development rights to owner entities created by Integra;
 - g. assisting Integra 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 Project Site;
 - h. 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; and
 - i. amending the MDA as may be required by HUD.
- (3) 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 Integra, its sublessees or assignees, to be submitted to County;
 - d. consenting to actions, events, and undertakings by Integra or extensions of time periods for which consent is required by the County, including, but not limited to, extensions of time for the performance of any obligation by the County;
 - e. executing non-exclusive utility easements for the provision of utility services in accordance Resolution No. R-684-25, subject to:
 - i. (i) compliance with Resolution No. R-504-15, which establishes the County policy of minimizing the negative aesthetic impact to the public created by the installation of utility lines and equipment on County-owned property;
 - ii. (ii) the easements are no larger in size or scope than is necessary for the construction, operation and maintenance of such utilities to service the project site located thereon; and
 - iii. the easements do not allow the grantee of the easement to grant access to the easement to any other entity or individual other than the grantee.
 - f. executing any and all documents on behalf of the County necessary or convenient to the foregoing approvals, consents, and appointments;
 - g. assisting Integra 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;
 - h. 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;
 - i. 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 Ground Lease;
 - j. granting or joining in, as applicable, any plat or zoning applications, final plats(s) required dedications/designation; and
 - k. taking all other necessary actions contemplated by the Ground Lease.
- (4) 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 Site;
- (5) Submit a demolition and/or disposition application to HUD, if required, for the Project Site for the purpose of demolishing and disposing of the existing building located on the Project Site; and
- (6) Execute amendments to annual contributions contracts, if required; to execute an agreement, release from declarations of trust, and any other documents on behalf of the County, subject to HUD’s approval, and to exercise amendments, modification, cancellations and termination clauses.

Background

On July 6, 2023, the County advertised the WOPR from the prequalified developer pool for the redevelopment of the Project Site. On September 11, 2023, Integra, which was the sole bidder, submitted a proposal. Pursuant to the MDA, Integra has agreed to construct a development that will consist of a

total of 905 mixed income units, which will replace the existing 144 units in the original development and guarantee the previous residents the right to return. Integra acquired a privately-owned parcel, 5801 NW 27th Avenue, that is adjacent to and directly abuts the Annie Coleman 15 Project Sites (2501 NW 58 Street) to combine with the adjacent Annie Coleman site parcel for the Phase One redevelopment of 303 units, inclusive of the 144 one-for-one replacement RAD units. Integra intends to construct all replacement RAD units in the first phase of development on the combined parcels of the developer-acquired property of 5801 NW 27 Avenue and the Annie Coleman site at 2501 NW 58 Street. The combined parcels assemblage provides the ability to construct the 303 units and to seamlessly transition the returning residents into the new replacement units in phase one. The proposed redevelopment includes homeownership options. Integra has proffered an alternative development plan to create up to approximately 20 homeownership units within phases two and three as for-sale townhomes on a best-efforts commercially feasible basis. In the event the workforce homeownership units are to be built, a separate item will be submitted to the Board to authorize the Chairperson or Vice Chairperson of the Board to execute a County Deed that conveys an interest in the property to Integra or its affiliate. Integra has further agreed to provide certain community benefits including a commitment by Integra to hire Section 3 residents for local construction jobs as well as permanent hiring opportunities. Additional community benefits are further detailed in Exhibit A.

Expediting the approval process is consistent with HCD's need to provide assurances to HUD that the County is making significant progress on the RAD program. As part of the RAD program the County has and continues to explain the RAD program to residents to hear their concerns and to answer any questions. As required by HUD's regulations, the Board's Rules of Procedure, and HCD's protocols, HCD has met and consulted with the relocated Annie Coleman 15 residents and provided them with information regarding the pending redevelopment. HCD held resident meetings on August 09, 2022, and August 19, 2025.

Due Diligence Review

A due diligence review was performed by the Department in accordance with Resolution No. R-187-12, Resolution No R-1181-18, and Procurement Guidelines, to determine Integra's responsibility, including verifying corporate status, performance, safety records (including Occupational Safety and Health Administration (OSHA) records), and compliance data. The lists that were reviewed include: Sun Biz, Dun & Bradstreet, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, federal excluded parties, SBD violations report. The Department found no adverse findings.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision does not apply.
- The Small Business Enterprise Selection Factor and Local Preference do not apply.
- The Living Wage does not apply as the services are not covered by the Ordinance.
- The Davis-Bacon Wage Schedule in effect for Miami-Dade County applies.
- Section 3 of the Housing and Urban Development Act of 1968 Compliance applies.
- Sustainable Building Ordinance and Implementing Order 8-8 applies.



Jimmy Morales
Chief Operating Officer

Exhibit A- 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 workforce housing and includes:

- a. On-site management office
- b. Community Room with an adjacent quiet area for reading, study, and computer use
- c. Fitness center
- d. Laundry facilities
- e. On-site police workstation
- f. Secure access - control
- g. Outdoor patio space
- h. Covered outdoor patio space for residents
- i. Playground
- j. Section 3 -MBE/WBE/SBE hiring and contracting
- k. Five percent of developer fees to Brownsville Civic Neighborhood Association, Inc.
- l. Ten percent of net cash flow and net residual participation to the Brownsville Historic Endowment
- m. Curation of Public Art – murals
- n. 7,900 square feet of commercial space inclusive of a 4,750 square foot Youth Art Center, green space and functional amenities and parking.

Unit Amenities are the following:

- a. Quartz countertops
- b. Energy star rated appliances-refrigerator, dishwasher, and stovetop
- c. In-unit washers and dryers for the 144 RAD Units
- d. Free high-speed internet for three years for the 144 RAD units

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

The developer is required to obtain the funding for the project development and construction, which is expected to cost approximately \$270,143,530 (approximately \$298,501 for each of the 905 planned units).

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

The estimated numbers of direct and indirect jobs are 472 and 2,531, respectively. Integra is also required to comply with the federal Section 3 program, which requires that the 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 project is subject to the Davis-Bacon wage schedule in effect for Miami-Dade County. The project is expected to provide temporary construction jobs, including electricians, plumbers, general contractors and permanent positions including property managers, security, janitorial, 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 workforce housing, the project will provide the following neighborhood amenities and infrastructure:

- a) On-site police workstation
- b) Five percent of developer fees to Brownsville Civic Neighborhood Association, Inc.
- c) Ten percent of net cash flow and net residual participation to the Brownsville Historic Endowment
- d) On-site art center in the ground floor commercial space

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

Integra 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 Integra 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.

Instrument Prepared by:

ISD/ Real Estate Development Division
111 NW 1 Street, Suite 2460
Miami, Florida 33128

Folio Nos.: 30-3115-031-0030; 30-3115-000-0280; & 30-3115-025-0300

OWNERSHIP DISCLOSURE AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared, Jacob Morrow, Manager of General Partner of AC 15 Renaissance, LP, on this 29th day of April, 2025, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Affiant(s) have read the contents of this Affidavit, have actual knowledge of the facts contained herein, and state that the facts contained herein are true, correct, and complete.

2) AC 15 Renaissance, LP whose address is 150 SE 2nd Avenue, Suite 800, Miami, Florida, 33131, with Federal Tax Identification No. 33-4847935 will be the record owner of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Property") being contracted or transacting business with Miami-Dade County. The following is a list of every individual and entity holding an ownership interest in the disclosing entity:

Full Name (Including Middle) **Date of Birth** **Address** **Interest %**

| <u>Full Name (Including Middle)</u> | <u>Date of Birth</u> | <u>Address</u> | <u>Interest %</u> |
|--|-----------------------------|--|--------------------------|
| Interurban, LLC | n/a | 150 SE 2 nd Avenue, Miami, FL 33131 | See Exhibit "B" |
| Interurban - AC 15, LLC | n/a | 150 SE 2 nd Avenue, Miami, FL 33131 | See Exhibit "B" |
| Brownsville Historic Endowment, Inc | n/a | 5167 NW 29 th Avenue, Miami, FL 33142 | See Exhibit "B" |
| RIK-CCK AC 15, LLC | n/a | 2020 N. Bayshore Drive, Unit 1202, Miami, FL 33137 | See Exhibit "B" |
| Victor Manuel Ballestas | 9/18/1976 | 150 SE 2 nd Avenue, Miami, FL 33131 | See Exhibit "B" |
| Paulo Henrique Tavares de Melo | 5/15/1974 | 150 SE 2 nd Avenue, Miami, FL 33131 | See Exhibit "B" |
| Jacob Conrad Morrow | 7/26/1979 | 150 SE 2 nd Avenue, Miami, FL 33131 | See Exhibit "B" |
| Nelson Cruz Stabile | 5/29/1978 | 150 SE 2 nd Avenue, Miami, FL 33131 | See Exhibit "B" |
| Richardo Ivan Kilpatrick | 2/14/1952 | 2020 N. Bayshore Drive, Unit 1202, Miami, FL 33137 | See Exhibit "B" |

FURTHER AFFIANT SAYETH NOT.

Kudzi C. Nyatoti
Witness

Kudzi C. Nyatoti
Print

Martina Hidalgo
Witness

Martina Hidalgo
Print

AFFIANT:

AC 15 Renaissance, LP

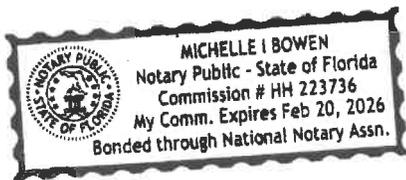
By: Jacob Morrow
Manager of General Partner

Date: April 29, 2025

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this 29th day of April, 2025, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Jacob Morrow, Manager of General Partner of AC 15 Renaissance, LP, personally known to me to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at 2:38 pm, in the County and State aforesaid, on this, the 29th day of April, 2025.



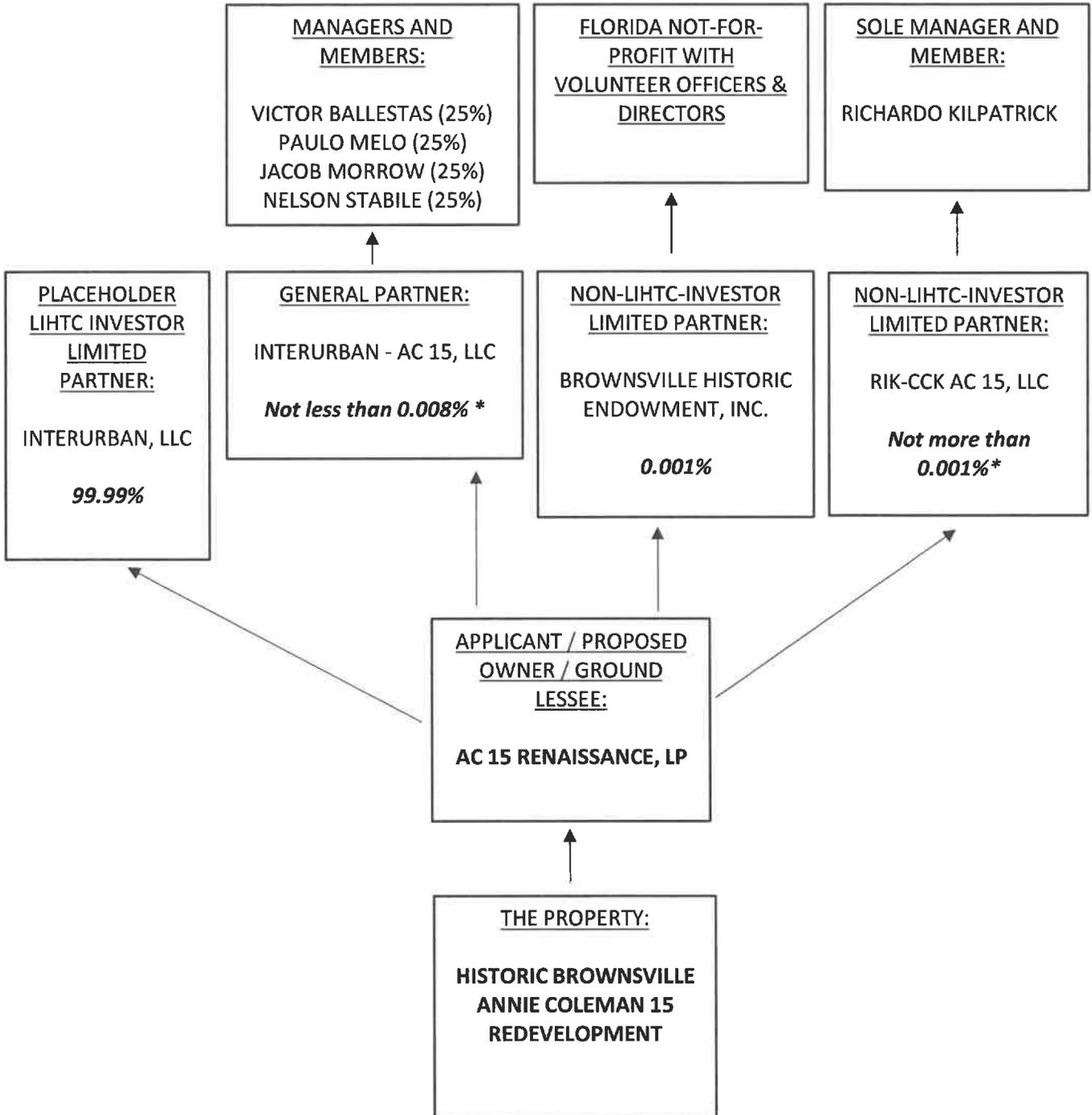
NOTARY SEAL / STAMP

Michelle I Bowen (SEAL)
Notary Public

Michelle I. Bowen
Print Name:
Notary Public, State of Florida
My Commission expires Feb 20, 2026

Ownership Disclosure Affidavit - Exhibit "B"

HISTORIC BROWNSVILLE - ANNIE COLEMAN 15 REDEVELOPMENT
ORGANIZATIONAL CHART



Notes:

* RIK-CCK AC 15, LLC's and Interurban - AC 15, LLC's percentage participations shall be determined based upon RIK-CCK AC 15, LLC's capital contributions during the Development's predevelopment period.



PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 08/12/2025

| PROPERTY INFORMATION | |
|---------------------------|---|
| Folio | 30-3115-031-0030 |
| Property Address | 2501 NW 58 ST MIAMI, FL 33142-0000 |
| Owner | MIAMI-DADE COUNTY , MIAMI-DADE HOUSING AGENCY |
| Mailing Address | 701 NW 1 CT 16TH FLOOR MIAMI, FL 33136 |
| Primary Zone | 3151 UC EDGE - RESIDENTIAL MODIFIED (RM) 4 MAX HT |
| Primary Land Use | 8603 COUNTY : MULTIFAMILY 3 OR MORE UNITS |
| Beds / Baths /Half | 22 / 14 / 0 |
| Floors | 2 |
| Living Units | 14 |
| Actual Area | |
| Living Area | |
| Adjusted Area | 25,998 Sq.Ft |
| Lot Size | 142,100 Sq.Ft |
| Year Built | 1965 |

| ASSESSMENT INFORMATION | | | |
|----------------------------|-------------|-------------|-------------|
| Year | 2025 | 2024 | 2023 |
| Land Value | \$4,643,520 | \$4,263,000 | \$3,933,020 |
| Building Value | \$1,039,160 | \$1,039,160 | \$974,211 |
| Extra Feature Value | \$0 | \$0 | \$0 |
| Market Value | \$5,682,680 | \$5,302,160 | \$4,907,231 |
| Assessed Value | \$2,733,678 | \$2,485,162 | \$2,259,239 |

| BENEFITS INFORMATION | | | | |
|--------------------------|----------------------|-------------|-------------|-------------|
| Benefit | Type | 2025 | 2024 | 2023 |
| Non-Homestead Cap | Assessment Reduction | \$2,949,002 | \$2,816,998 | \$2,647,992 |
| County | Exemption | \$2,733,678 | \$2,485,162 | \$2,259,239 |

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

| SHORT LEGAL DESCRIPTION |
|------------------------------|
| 15 53 41 |
| BURDETTE PARK A SUB PB 21-82 |
| LOTS 11 TO 50 INC |
| LOT SIZE 142100 SQUARE FEET |



| TAXABLE VALUE INFORMATION | | | |
|---------------------------|-------------|-------------|-------------|
| Year | 2025 | 2024 | 2023 |
| COUNTY | | | |
| Exemption Value | \$2,733,678 | \$2,485,162 | \$2,259,239 |
| Taxable Value | \$0 | \$0 | \$0 |
| SCHOOL BOARD | | | |
| Exemption Value | \$5,682,680 | \$5,302,160 | \$4,907,231 |
| Taxable Value | \$0 | \$0 | \$0 |
| CITY | | | |
| Exemption Value | \$0 | \$0 | \$0 |
| Taxable Value | \$0 | \$0 | \$0 |
| REGIONAL | | | |
| Exemption Value | \$2,733,678 | \$2,485,162 | \$2,259,239 |
| Taxable Value | \$0 | \$0 | \$0 |

| SALES INFORMATION | | | |
|-------------------|-------|--------------|---------------------------|
| Previous Sale | Price | OR Book-Page | Qualification Description |
| | | | |

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 08/12/2025

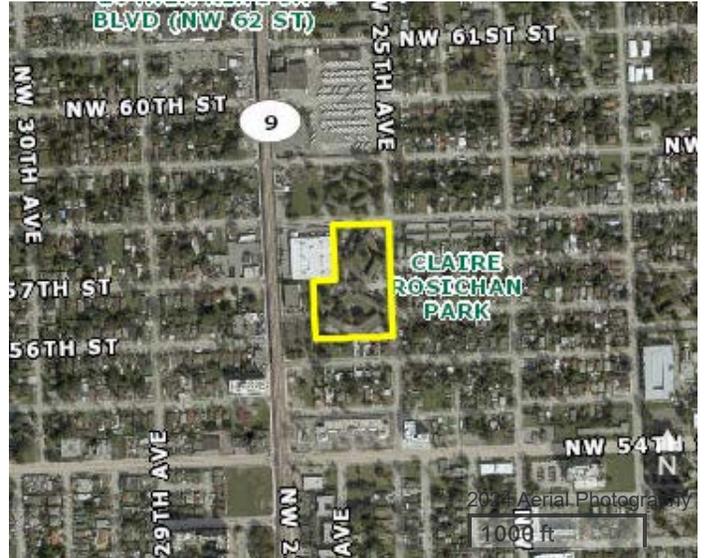
| PROPERTY INFORMATION | |
|---------------------------|---|
| Folio | 30-3115-000-0280 |
| Property Address | 5575 NW 27 AVE MIAMI, FL 33142-0000 |
| Owner | MIAMI-DADE COUNTY , MIAMI-DADE HOUSING AGENCY |
| Mailing Address | 701 NW 1 CT 16TH FLOOR MIAMI, FL 33136 |
| Primary Zone | 3151 UC EDGE - RESIDENTIAL MODIFIED (RM) 4 MAX HT |
| Primary Land Use | 8647 COUNTY : DADE COUNTY |
| Beds / Baths /Half | 92 / 60 / 0 |
| Floors | 2 |
| Living Units | 60 |
| Actual Area | 66,744 Sq.Ft |
| Living Area | 66,744 Sq.Ft |
| Adjusted Area | 54,090 Sq.Ft |
| Lot Size | 229,561 Sq.Ft |
| Year Built | 1965 |

| ASSESSMENT INFORMATION | | | |
|----------------------------|-------------|-------------|-------------|
| Year | 2025 | 2024 | 2023 |
| Land Value | \$4,237,398 | \$4,217,898 | \$3,501,915 |
| Building Value | \$3,234,211 | \$3,234,211 | \$3,032,074 |
| Extra Feature Value | \$6,764 | \$6,778 | \$6,792 |
| Market Value | \$7,478,373 | \$7,458,887 | \$6,540,781 |
| Assessed Value | \$5,632,784 | \$5,120,713 | \$4,655,194 |

| BENEFITS INFORMATION | | | | |
|--------------------------|----------------------|-------------|-------------|-------------|
| Benefit | Type | 2025 | 2024 | 2023 |
| Non-Homestead Cap | Assessment Reduction | \$1,845,589 | \$2,338,174 | \$1,885,587 |
| County | Exemption | \$5,632,784 | \$5,120,713 | \$4,655,194 |

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

| SHORT LEGAL DESCRIPTION |
|------------------------------|
| 15 53 41 5.27 AC |
| NW1/4 OF SW1/4 OF SW1/4 LESS |
| FOLLOWING N25FT & W225FT OF |
| S330FT & W380FT OF N330FT |
| LOT SIZE 229561 SQUARE FEET |



| TAXABLE VALUE INFORMATION | | | |
|---------------------------|-------------|-------------|-------------|
| Year | 2025 | 2024 | 2023 |
| COUNTY | | | |
| Exemption Value | \$5,632,784 | \$5,120,713 | \$4,655,194 |
| Taxable Value | \$0 | \$0 | \$0 |
| SCHOOL BOARD | | | |
| Exemption Value | \$7,478,373 | \$7,458,887 | \$6,540,781 |
| Taxable Value | \$0 | \$0 | \$0 |
| CITY | | | |
| Exemption Value | \$0 | \$0 | \$0 |
| Taxable Value | \$0 | \$0 | \$0 |
| REGIONAL | | | |
| Exemption Value | \$5,632,784 | \$5,120,713 | \$4,655,194 |
| Taxable Value | \$0 | \$0 | \$0 |

| SALES INFORMATION | | | |
|-------------------|-------|--------------|---------------------------|
| Previous Sale | Price | OR Book-Page | Qualification Description |

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



PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 08/12/2025

| PROPERTY INFORMATION | |
|---------------------------|---|
| Folio | 30-3115-025-0300 |
| Property Address | 2200 NW 57 ST MIAMI, FL 33142-0000 |
| Owner | MIAMI-DADE COUNTY , MIAMI-DADE HOUSING AGENCY |
| Mailing Address | 701 NW 1 CT 16TH FLOOR MIAMI, FL 33136 |
| Primary Zone | 3152 UC EDGE - RESIDENTIAL MODIFIED (RM) 6 MAX HT |
| Primary Land Use | 8603 COUNTY : MULTIFAMILY 3 OR MORE UNITS |
| Beds / Baths /Half | 80 / 56 / 0 |
| Floors | 2 |
| Living Units | 56 |
| Actual Area | |
| Living Area | |
| Adjusted Area | 45,918 Sq.Ft |
| Lot Size | 165,916 Sq.Ft |
| Year Built | 1965 |

| ASSESSMENT INFORMATION | | | |
|----------------------------|-------------|-------------|-------------|
| Year | 2025 | 2024 | 2023 |
| Land Value | \$3,513,369 | \$3,358,404 | \$2,953,635 |
| Building Value | \$2,424,930 | \$2,424,930 | \$2,273,370 |
| Extra Feature Value | \$251,094 | \$254,023 | \$256,952 |
| Market Value | \$6,189,393 | \$6,037,357 | \$5,483,957 |
| Assessed Value | \$4,910,770 | \$4,464,337 | \$4,058,489 |

| BENEFITS INFORMATION | | | | |
|--------------------------|----------------------|-------------|-------------|-------------|
| Benefit | Type | 2025 | 2024 | 2023 |
| Non-Homestead Cap | Assessment Reduction | \$1,278,623 | \$1,573,020 | \$1,425,468 |
| County | Exemption | \$4,910,770 | \$4,464,337 | \$4,058,489 |

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

| SHORT LEGAL DESCRIPTION |
|-----------------------------------|
| GORRAY PARK PB 12-30 |
| LOTS 1 THRU 31 BLK 2 LESS |
| E25FT OF LOTS 1-3 INC & 28-31 INC |
| LOT SIZE 165916 SQUARE FEET |



| TAXABLE VALUE INFORMATION | | | |
|---------------------------|-------------|-------------|-------------|
| Year | 2025 | 2024 | 2023 |
| COUNTY | | | |
| Exemption Value | \$4,910,770 | \$4,464,337 | \$4,058,489 |
| Taxable Value | \$0 | \$0 | \$0 |
| SCHOOL BOARD | | | |
| Exemption Value | \$6,189,393 | \$6,037,357 | \$5,483,957 |
| Taxable Value | \$0 | \$0 | \$0 |
| CITY | | | |
| Exemption Value | \$0 | \$0 | \$0 |
| Taxable Value | \$0 | \$0 | \$0 |
| REGIONAL | | | |
| Exemption Value | \$4,910,770 | \$4,464,337 | \$4,058,489 |
| Taxable Value | \$0 | \$0 | \$0 |

| SALES INFORMATION | | | |
|-------------------|-------|--------------|---------------------------|
| Previous Sale | Price | OR Book-Page | Qualification Description |

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

Note: The general hold harmless provisions of IRC Section 142(d)(2)(E) mean that projects with at least one building placed in service on or before the end of the 45-day transition period for newly-released limits use whichever limits are greater, the current-year limits or the limits in use the preceding year.

HUD release: 4/1/2025
 Effective: 4/1/2025
 Implement on/before: 5/15/2025

2025 Income Limits and Rent Limits
Florida Housing Finance Corporation
Multifamily Rental Programs and CWHIP Homeownership Program
NOTE: Does not pertain to CDBG-DR, HHRP, HOME, NHTF or SHIP

| County (Metro) | Percentage Category | Income Limit by Number of Persons in Household | | | | | | | | | | Rent Limit by Number of Bedrooms in Unit | | | | | |
|--|---------------------|--|---------|---------|---------|---------|---------|---------|---------|---------|---------|--|-------|-------|-------|-------|-------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 0 | 1 | 2 | 3 | 4 | 5 |
| Miami-Dade County (Miami-Miami Beach-Kendall HMF-A) | 20% | 17,360 | 19,820 | 22,300 | 24,780 | 26,780 | 28,760 | 30,740 | 32,720 | 34,692 | 36,674 | 434 | 464 | 557 | 644 | 719 | 793 |
| | 25% | 21,700 | 24,775 | 27,875 | 30,975 | 33,475 | 35,950 | 38,425 | 40,900 | 43,365 | 45,843 | 542 | 580 | 696 | 805 | 898 | 991 |
| | 28% | 24,304 | 27,748 | 31,220 | 34,692 | 37,492 | 40,264 | 43,036 | 45,808 | 48,569 | 51,344 | 607 | 650 | 780 | 902 | 1,006 | 1,110 |
| | 30% | 26,040 | 29,730 | 33,450 | 37,170 | 40,170 | 43,140 | 46,110 | 49,080 | 52,038 | 55,012 | 651 | 697 | 836 | 966 | 1,078 | 1,189 |
| | 33% | 28,644 | 32,703 | 36,795 | 40,887 | 44,187 | 47,454 | 50,721 | 53,988 | 57,242 | 60,513 | 716 | 766 | 919 | 1,063 | 1,186 | 1,308 |
| | 35% | 30,380 | 34,685 | 39,025 | 43,365 | 46,865 | 50,330 | 53,795 | 57,260 | 60,711 | 64,180 | 759 | 813 | 975 | 1,127 | 1,258 | 1,388 |
| | 40% | 34,720 | 39,640 | 44,600 | 49,560 | 53,560 | 57,520 | 61,480 | 65,440 | 69,384 | 73,349 | 868 | 929 | 1,115 | 1,289 | 1,438 | 1,586 |
| | 45% | 39,060 | 44,595 | 50,175 | 55,755 | 60,255 | 64,710 | 69,165 | 73,620 | 78,057 | 82,517 | 976 | 1,045 | 1,254 | 1,450 | 1,617 | 1,784 |
| | 50% | 43,400 | 49,550 | 55,750 | 61,950 | 66,950 | 71,900 | 76,850 | 81,800 | 86,730 | 91,686 | 1,085 | 1,161 | 1,393 | 1,611 | 1,797 | 1,983 |
| | 60% | 52,080 | 59,460 | 66,900 | 74,340 | 80,340 | 86,280 | 92,220 | 98,160 | 104,076 | 110,023 | 1,302 | 1,394 | 1,672 | 1,933 | 2,157 | 2,379 |
| | 70% | 60,760 | 69,370 | 78,050 | 86,730 | 93,730 | 100,660 | 107,590 | 114,520 | 121,422 | 128,360 | 1,519 | 1,626 | 1,951 | 2,255 | 2,516 | 2,776 |
| Median: | 80% | 69,440 | 79,280 | 89,200 | 99,120 | 107,120 | 115,040 | 122,960 | 130,880 | 138,768 | 146,698 | 1,736 | 1,859 | 2,230 | 2,578 | 2,876 | 3,173 |
| | 90% | 78,120 | 89,190 | 100,350 | 111,510 | 120,510 | 129,420 | 138,330 | 147,240 | 156,114 | 165,035 | 1,953 | 2,091 | 2,508 | 2,900 | 3,235 | 3,569 |
| | 100% | 86,800 | 99,100 | 111,500 | 123,900 | 133,900 | 143,800 | 153,700 | 163,600 | 173,460 | 183,372 | 2,170 | 2,323 | 2,787 | 3,222 | 3,595 | 3,966 |
| | 110% | 95,480 | 109,010 | 122,650 | 136,290 | 147,290 | 158,180 | 169,070 | 179,960 | 190,806 | 201,709 | 2,387 | 2,556 | 3,066 | 3,544 | 3,954 | 4,362 |
| | 120% | 104,160 | 118,920 | 133,800 | 148,680 | 160,680 | 172,560 | 184,440 | 196,320 | 208,152 | 220,046 | 2,604 | 2,788 | 3,345 | 3,867 | 4,314 | 4,759 |
| | 140% | 121,520 | 138,740 | 156,100 | 173,460 | 187,460 | 201,320 | 215,180 | 229,040 | 242,844 | 256,721 | 3,038 | 3,253 | 3,902 | 4,511 | 5,033 | 5,552 |

MDC015

HCD Note: Rent limits do not necessarily reflect the actual rent paid by tenants in units subsidized by public housing or project-based voucher (PBV) subsidy; in such units, the tenant paid portion of the rent is set to approximately 30% of household income.

Memorandum



Date: November 26, 2025

To: Honorable Chairman Anthony Rodriguez
Board of County Commissioners

From: Nathan Kogon, AICP, Director *NK*
Housing and Community Development Department

Subject: Request to Process Late Departmental Agenda Item,

I respectfully request that the following item be placed on the December 2025 Housing Committee meeting agenda.

RESOLUTION AWARDED DEVELOPMENT RIGHTS TO INTEGRA SOLUTIONS, LLC (INTEGRA) FOR THE DEVELOPMENT OF ANNIE COLEMAN 15 DEVELOPMENT PURSUANT TO WORK ORDER PROPOSAL REQUEST (WOPR) NO. 01295-05B REDEVELOPMENT OF COUNTY PROPERTIES UNDER THE RENTAL ASSISTANCE DEMONSTRATION (RAD) PROGRAM FOR THE HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT; APPROVING OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO: (1) EXECUTE A MASTER DEVELOPMENT AGREEMENT (MDA) IN THE ESTIMATED TOTAL AMOUNT OF \$385,947,157.00; (2) EXECUTE AN OPTION TO GROUND LEASE (LEASE OPTION); (3) IN ACCORDANCE WITH SECTION 125.35, FLORIDA STATUTES, AND SUBJECT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S (HUD) APPROVAL, EXECUTE A 99-YEAR GROUND LEASE (LEASE) IN THE ESTIMATED TOTAL AMOUNT OF \$9,050,000.00; (4) EXERCISE ALL PROVISIONS CONTAINED IN THE MDA LEASE OPTION, AND LEASE; (5) SUBJECT TO HUD'S APPROVAL, EXECUTE ALL NECESSARY RAD AND/ MIXED-FINANCE AGREEMENTS AND ALL OTHER DOCUMENTS RELATED TO THE DEVELOPMENT; (6) SUBMIT A DEMOLITION AND/OR DISPOSITION APPLICATION TO HUD, IF REQUIRED; AND (7) EXECUTE AMENDMENTS TO ANNUAL CONTRIBUTIONS CONTRACTS AND OTHER RELATED DOCUMENTS, IF REQUIRED; AND WAIVING SECTION 2-10.4.2 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA

Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, it is important the item move forward with the requested timeline to prevent delays that would adversely impact the County's affordable housing pipeline. The proposed development includes approximately 905 mixed-income units, of which 144 are replacement units. Timely consideration is essential to ensure eligibility for the Florida Housing Finance Corporation funding rounds scheduled for early 2026.

Because no Housing Committee meeting is scheduled for January 2026, the Housing and Community Development Department is unable to present this item as originally planned.

Please process the item notwithstanding that the 3-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the Chair of the Committee and the BCC Chairman and reviewed by the Office of the County Attorney.

Approved:



Approved by Mayor or Mayor's Designee
Signature



Approved by Legislative Director
Signature

Jimmy Morales

Print Name

Demetria Henderson

Print Name

- c: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidade.gov
Eugene Love, Agenda Coordinator



MEMORANDUM
(Revised)

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

DATE: January 21, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(K)(3)

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)(3)
1-21-26

RESOLUTION NO. _____

RESOLUTION AWARDING DEVELOPMENT RIGHTS TO INTEGRA SOLUTIONS, LLC (INTEGRA) FOR THE DEVELOPMENT OF ANNIE COLEMAN 15 DEVELOPMENT PURSUANT TO WORK ORDER PROPOSAL REQUEST (WOPR) NO. 01295-05B, REDEVELOPMENT OF COUNTY PROPERTIES UNDER THE RENTAL ASSISTANCE DEMONSTRATION (RAD) PROGRAM FOR THE HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT; APPROVING OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO: (1) EXECUTE A MASTER DEVELOPMENT AGREEMENT (MDA) IN THE ESTIMATED TOTAL AMOUNT OF \$385,947,157.00; (2) EXECUTE AN OPTION TO GROUND LEASE AGREEMENT (LEASE OPTION); (3) IN ACCORDANCE WITH SECTION 125.35, FLORIDA STATUTES, AND SUBJECT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S (HUD) APPROVAL, EXECUTE A 99-YEAR GROUND LEASE (LEASE) IN THE ESTIMATED TOTAL AMOUNT OF \$9,050,000.00; (4) EXERCISE ALL PROVISIONS CONTAINED IN THE MDA LEASE OPTION, AND LEASE; (5) SUBJECT TO HUD'S APPROVAL, EXECUTE ALL NECESSARY RAD AND/OR MIXED-FINANCE AGREEMENTS AND ALL OTHER DOCUMENTS RELATED TO THE DEVELOPMENT; (6) SUBMIT A DEMOLITION AND/OR DISPOSITION APPLICATION TO HUD, IF REQUIRED; AND (7) EXECUTE AMENDMENTS TO ANNUAL CONTRIBUTIONS CONTRACTS AND OTHER RELATED DOCUMENTS, 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 awards development rights to Integra Solutions, LLC (“Integra”) for the purpose of developing Annie Coleman 15 (Group 1) (“project site”) pursuant to Work Order Proposal Request (WOPR) No. 01295-05B, Redevelopment of County Properties Under the Rental Assistance Demonstration (RAD) Program for the Housing and Community Development Department.

Section 3. This Board authorizes the County Mayor or County Mayor’s designee to execute the Master Development Agreement (“MDA”) between the County and Integra, in substantially the form attached hereto as Attachment “A” and incorporated herein by reference, in the estimated total amount of \$385,947,157.00, inclusive of the payments the County will receive under the 99-year Ground Lease (“lease”) as more fully described in section 5 of this resolution. 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) reviewing and approving documents, plans, and other requests required of, or allowed by, Integra to be submitted to the County; (b) consenting to actions, events, and undertakings by Integra or extensions of time periods for which consent is required by the County, including, but not limited to, extensions of time for the performance of any obligation by County; (c) executing any and all documents on behalf of County necessary or convenient to the foregoing approvals, consents, and appointments and execute the lease option and lease; (d) executing non-exclusive utility easements for the provision of utility services in accordance Resolution No. R-684-25, subject to: (i) compliance with Resolution No. R-504-15, which establishes the County policy of minimizing the negative aesthetic impact to the public created by the installation of utility lines and equipment on County-owned property, (ii) the easements are no larger in size or scope than is necessary for the construction, operation and maintenance of such utilities to service the project site located thereon; and (iii) the easements do not allow the grantee of the easement to grant access to the easement to

any other entity or individual other than the grantee; (e) 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; (f) executing any additional options to ground leases and ground leases upon Integra's assignment of its development rights to owner entities created by Integra; (g) assisting Integra 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 project site; (h) 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; and (i) amending the MDA as may be required by HUD.

Section 4. This Board authorizes the County Mayor or County Mayor's designee to execute the Option to Ground Lease Agreement between the County and Integra, in substantially the form attached hereto as Attachment "B" and incorporated herein by reference, to provide Integra with site control of the project site, and to exercise all provisions contained therein.

Section 5. In accordance with section 125.35, Florida Statutes, and subject to the United States 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 lease with Integra, in substantially the form attached hereto as Attachment "C" and incorporated herein by reference, in the approximate total of \$9,050,000.00. This Board further authorizes the County Mayor or the 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 Integra, its sublessees or assignees, to be submitted to

County; (d) consenting to actions, events, and undertakings by Integra 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 non-exclusive utility easements for the provision of utility services in accordance Resolution No. R-684-25, subject to: (i) compliance with Resolution No. R-504-15, which establishes the County policy of minimizing the negative aesthetic impact to the public created by the installation of utility lines and equipment on County-owned property, (ii) the easements are no larger in size or scope than is necessary for the construction, operation and maintenance of such utilities to service the project site located thereon; and (iii) the easements do not allow the grantee of the easement to grant access to the easement to any other entity or individual other than the grantee; (f) executing any and all documents on behalf of County necessary or convenient to the foregoing approvals, consents, and appointments; (g) assisting Integra 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; (h) 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; (i) 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; (j) granting or joining in, as applicable, any plat or zoning applications, final plats, and required dedications/designations; and (k) taking all other necessary actions contemplated by the lease.

Section 6. Subject to HUD's approval, this Board authorizes the County Mayor or County Mayor's designee to execute any and all necessary RAD program 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 site.

Section 7. 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 purpose of demolishing and disposing of the project site through the lease.

Section 8. This Board authorizes the County Mayor or County Mayor's designee to execute amendments to annual contributions contracts, if required; to execute an agreement, release(s) from declaration(s) of trust, and any other documents on behalf of the County, subject HUD's approval; and to exercise amendments, modification, cancellations, and termination clauses.

Section 9. As recommended by the County Mayor in her memorandum, this Board finds that it is in the best interest of the County to waive 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 10. 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 11. The County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, shall 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 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 |
| Sen. René García | Oliver G. Gilbert, III |
| Roberto J. Gonzalez | Keon Hardemon |
| Danielle Cohen Higgins | Vicki L. Lopez |
| Natalie Milian Orbis | Raquel A. Regalado |
| Micky Steinberg | |

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

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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Terrence A. Smith

MASTER DEVELOPMENT AGREEMENT

BETWEEN

MIAMI-DADE COUNTY

AND

INTEGRA SOLUTIONS, LLC

(ANNIE COLEMAN 15)

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- Exhibit A-1 - Preliminary Unit Amenities
- Exhibit A-2 Community Benefits Program
- Exhibit B - Financial Benefits
- Exhibit C - Site Plans, Renderings and Perspectives
- Exhibit D - Development Budget/Pro Forma
- Exhibit E - Development Schedule
- Exhibit F - Unit Mix
- Exhibit G - Summary of Key Development Team Members
- Exhibit H - Management Agreement
- Exhibit I - HUD UFAS Accessibility Checklist
- Exhibit J - Legal Description
- Exhibit K - Phase Option Agreement
- Exhibit L - Form of Estoppel
- Exhibit M - Miami-Dade County Resolution No. R-1181-19

MASTER DEVELOPMENT AGREEMENT

INTEGRA SOLUTIONS, 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 _____, 2025 (the “**Effective Date**”), to memorialize certain business terms, conditions and agreements regarding future redevelopment of Annie Coleman 15 in Miami-Dade County, Florida (the “**Development**”).

1. Definitions.

- (a) “**A/E**” shall have the meaning set forth in Section 4(b)(18).
- (b) “**Additional Capitalized Payment**” shall have the meaning set forth in Section 5(b)(i).
- (c) “**Affordable Housing**” shall mean housing units (i) eighty (80) percent of which 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 median income level for the Miami-Dade County Metropolitan Statistical Area, and (ii) no more than twenty (20) percent of which 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 one hundred twenty (120) percent of the median income level for the Miami-Dade County Metropolitan Statistical Area; provided that the housing units at the one hundred twenty (120) percent of the median income level for the Miami-Dade County Metropolitan Statistical Area may be satisfied by additional units at the eighty (80) percent, or below, median income level for the Miami-Dade County Metropolitan Statistical Area.
- (d) “**Agreement**” shall have the meaning set forth in the introductory paragraph of this Agreement.
- (e) “**Applicable Transfer**” shall have the meaning set forth in Section 28.
- (f) “**APP**” shall have the meaning set forth in Section 27.
- (g) “**BCNA**” shall have the meaning set forth in Exhibit A-2.
- (h) “**Board**” shall have the meaning set forth in Section 3(a).
- (i) “**Capitalized Payment**” shall have the meaning set forth in Section 5(b)(i).
- (j) “**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.
- (k) “**Construction Completion**” shall mean the earlier of the receipt of a temporary certificate of occupancy or the receipt of a permanent certificate of occupancy.
- (l) “**County**” shall have the meaning set forth in the introductory paragraph of this Agreement and shall also include its housing department, Miami-Dade Public Housing and Community Development Department.
- (m) “**County’s Responsible Wages**” shall mean the requirement for minimum payment of

specified wages to employees performing work on County construction contracts and privately funded construction on County owned land as set forth in Section 2-11.16, Miami-Dade County Code of Ordinances

- (n) **“Cure Period”** shall have the meaning set forth in Section 10.
- (o) **“Default Notice”** shall have the meaning set forth in Section 10.
- (p) **“Department of Cultural Affairs”** shall have the meaning set forth in Section 27.
- (q) **“Developer”** shall have the meaning set forth in the introductory paragraph of this Agreement.
- (r) **“Developer Fee”** shall have the meaning set forth in Section 5(a).
- (s) **“Development”** shall have the meaning set forth in the introductory paragraph of this Agreement.
- (t) **“Development Budget”** shall have the meaning set forth in Section 3(d).
- (u) **“Development Schedule”** shall have the meaning set forth in Section 3(d).
- (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(a).
- (y) **“Endowment”** shall have the meaning set forth in Exhibit A-2.
- (z) **“Existing Residents”** shall mean those residents currently residing at Annie Coleman 15 who will have all the resident rights that HUD’s RAD program requires, as outlined in the RAD Notices.
- (aa) **“Event of Infeasibility”** shall have the meaning set forth in Section 8(b).
- (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 for the Development.

- (ee) **“Force Majeure Event”** shall have the meaning set forth in Section 9(c).
- (ff) **“HUD”** shall mean United States Department of Housing and Urban Development.
- (gg) **“HUD PIC”** shall have the meaning set forth in Section 3(e).
- (hh) **“IPSIG”** shall have the meaning set forth in Section 25.
- (ii) **“LEED”** shall have the meaning set forth in Section 4(b)(26).
- (jj) **“LIHTC”** shall mean Federal Low-Income Housing Tax Credit under Section 42 of the Internal Revenue Code.
- (kk) **“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(d) for Community Benefits Programs.
- (ll) **“Management Agent”** shall have the meaning set forth in Section 7(a).
- (mm) **“Management Agreement”** shall have the meaning set forth in Section 7(a).
- (nn) **“Material Changes”** shall have the meaning set forth in Section 3(d).
- (oo) **“Net Annual Cash Flow”** shall have the meaning set forth in Section 5(d).
- (pp) **“Net Capitalization Rate”** shall have the meaning set forth in Section 5(d).
- (qq) **“Net Cash Flow Participation”** shall have the meaning set forth in Section 5(c).
- (rr) **“Net Proceeds”** shall have the meaning set forth in Section 5(d).
- (ss) **“NGBS”** shall have the meaning set forth in Section 4(b)(26).
- (tt) **“Owner Entity”** shall have the meaning set forth in Section 3(e).
- (uu) **“PBRA”** shall have the meaning set forth in Section 16(a)(i).
- (vv) **“PBVs”** shall have the meaning set forth in Section 16(a)(i).
- (ww) **“Phase”** shall have the meaning set forth in Section 3(d).
- (xx) **“Phase Development Plan”** shall have the meaning set forth in Section 4(a)(1).
- (yy) **“Phase Ground Lease”** shall have the meaning set forth in Section 3(b).
- (zz) **“Phase One”** shall have the meaning set forth in Section 3(b).
- (aaa) **“Phase One Initial Capitalized Payment”** shall have the meaning set forth in Exhibit B.
- (bbb) **“Phase Option Agreement”** shall have the meaning set forth in Section 3(b).
- (ccc) **“Phase Three”** shall have the meaning set forth in Exhibit A-2.

- (ddd) "**Phase Three Initial Capitalized Payment**" shall have the meaning set forth in Exhibit B.
- (eee) "**Phase Two**" shall have the meaning set forth in Exhibit A-2.
- (fff) "**Phase Two Initial Capitalized Payment**" shall have the meaning set forth in Exhibit B.
- (ggg) "**Previous Phase Certificate of Occupancy**" shall have the meaning set forth in Section 3(b).
- (hhh) "**Procedures Manual**" shall have the meaning set forth in Section 27.
- (iii) "**Property**" shall mean Annie Coleman 15 as legally described on attached Exhibit J.
- (jjj) "**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.
- (kkk) "**RAD Conversion Commitment**" shall mean a commitment from HUD to the County and an Owner Entity to provide a RAD HAP Contract in accordance with the conditions stated in such commitment.
- (lll) "**RAD Financing Plan**" shall mean as such term is defined in the RAD Implementation Notice.
- (mmm) "**RAD HAP Contract**" shall mean a Housing Assistance Payments Contract in the form required by RAD Requirements.
- (nnn) "**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.
- (ooo) "**RAD Unit(s)**" shall mean any unit assisted by a RAD HAP Contract.
- (ppp) "**Redevelopment Plan**" shall have the meaning set forth in Section 3(d).
- (qqq) "**Scope of Work**" shall have the meaning set forth in Section 3(d).
- (rrr) "**Section 42**" shall have the meaning set forth in Section 3(d).
- (sss) "**Termination for Cause**" shall have the meaning set forth in Section 8(c).
- (ttt) "**Relocation Plan**" shall have the meaning set forth in Section 4(b)(16).
- (uuu) "**UFAS**" shall mean Uniform Federal Accessibility Standards, in accordance with the accessibility requirements of HUD's Section 504 (24 CFR 8.32).
- (vvv) "**Unit Mix**" shall have the meaning set forth in Section 3(d).
- (www) "**Use Period**" shall have the meaning set forth in Section 4(b)(22).
- (xxx) "**Use Restrictions**" shall have the meaning set forth in Section 4(b)(22).

(yyy) “VCA” shall mean Voluntary Compliance Agreement.

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. The County sought proposals under WOPR-01295-05B (the “**WOPR**”) for the Development from qualified housing developers. Integra Solutions, LLC submitted a response to the WOPR on September 11, 2023. 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 to the Developer, and authorizing further negotiations with the Developer with respect to this Agreement. The County hereby approves the designation of the Developer as the developer for the Development, subject to and in accordance with the terms and conditions provided herein. Upon written notice from the Developer and with written agreement by the County, the Developer shall enter into an option to lease with an Owner Entity with respect to such portion of the Property as identified by the Developer in the written notice.
- (b) The option to lease shall be substantially in the form attached hereto as Exhibit K (the “**Phase Option Agreement**”). Upon the exercise of the option to lease by the Owner Entity and the entering into of a lease related thereto (a “**Phase Ground Lease**”), such Owner Entity shall receive an assignment of the development rights with respect to such portion of the Property. Prior to or simultaneously with the commencement date of the initial Phase Ground Lease, Tenant shall deliver written notice to Landlord of the date on which Tenant intends to commence construction of the initial Phase (“**Phase One**”). Construction shall commence no later than thirty (30) days after the commencement date. Construction of each remaining Phase shall commence no later than ninety (90) days after receiving a certificate of occupancy for the previous Phase (the “**Previous Phase Certificate of Occupancy**”). As in all Phases, in the event timely written notice is not received by the Landlord on the remaining Phases by the respective timing and dates, and after good faith consideration of the facts and circumstances that may have caused delays, the Landlord may at its sole option and by written notice to the Tenant deem this agreement terminated for the remaining Phases and at the Landlord’s sole discretion and right award the development rights of the remaining Phases to another Development entity. Such date hereinafter referred to as the “**Phase Turnover Date**.”
- (c) For avoidance of doubt, any Phase Ground Lease with an Owner Entity shall be permitted only pursuant to the approval process set forth in the Phase Option Agreement. 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, and the County will enter into an estoppel agreement, in substantially the form attached to Agreement as Exhibit L (subject to such revisions as reasonably requested by investors and lenders with respect to each applicable Phase), providing, amongst other matters, confirmation of the obligations arising under this Agreement that have been satisfied as the result of completion of such Phase.

- (d) Development Overview. The parties acknowledge and agree to comply with all RAD Requirements in existence at the time of execution of this Agreement and future RAD requirements, which may be amended from time to time. The Development shall be a mixed-income development, consisting of the construction of approximately 905 new mixed-income multifamily rental units (or the maximum permitted by applicable zoning requirements). This development will include 144 RAD units receiving project-based voucher assistance under the RAD program and Affordable Housing, (which may include 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). The Development will be carried out in three (3) phases (each referred to as a “Phase”). In addition, the development will include state-of-the-art apartments and amenities, and significant community benefits as described in Exhibits A-1 and A-2. All RAD Units and affordable housing units in each Phase 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 FHFC and any applicable extended use period).

The preliminary schematic plans for Annie Coleman 15 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(d). An initial development budget for the Phases of 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. An initial development schedule will be attached (as set forth below) hereto as Exhibit E (hereinafter referred to as the “Development Schedule”). A description of the unit types, sizes and targeted income levels (the “Unit Mix”) for the Development is attached as Exhibit F. A list of key Development team members is attached as Exhibit G. 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 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**":

- (1) Changes to the Unit Mix that preclude the redevelopment of at least 144 RAD Units for the Development;
- (2) Prior to Financial Closing of any Phase, 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
- (3) Prior to Financial Closing of any Phase, 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 Phase Option Agreement will be executed by and between the County and the Owner Entity to reflect the site control granted to the Owner Entity with respect to each Phase. As provided above, the comprehensive Development contemplated herein will occur in Phases and the County will permit various direct leases, upon the exercise of the option set forth in the Phase Option Agreement, with various Owner Entities with respect to each of the various Phases that collectively comprise the Development. All proposed Phase Option Agreements will be first submitted to the County for review and approval prior to execution of said Phase Option Agreement. The County, through its administrative staff and without the need for Board approval, 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 Phase Option Agreement, then said Phase Option Agreement will be deemed approved by the County. However, notwithstanding the above, prior to or simultaneously with the commencement date of the initial Phase Ground Lease, Tenant shall deliver written notice to Landlord of the date on which Tenant intends to commence construction of the initial Phase One and the remaining Phases. Construction of Phase One shall commence no later than thirty (30) days after the commencement date. Additionally within ten (10) days after the Phase One commencement date, written notice will be given to Landlord of the date which Tenant intends to commence construction of the remaining Phases. Construction of each remaining Phase shall commence no later than ninety (90) days after receiving the Previous Phase Certificate of Occupancy. In the event timely written notice, as described herein, is not received by the Landlord with respect to the remaining Phases the Landlord may, in its reasonable discretion and upon written notice to the Tenant, elect to deem this agreement terminated solely with respect to the remaining Phases. In such event, and after good faith consideration of the facts and circumstances that may have caused delays, the Landlord may award the development rights of the remaining Phases to another development entity.

The parties understand that 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 Public Housing and Community Development's Admissions and Continued Occupancy Policy (ACOP) and any related County Resolutions.

- (e) Ownership Entities for Rental Phase and Selection of Investor. The Developer shall form different owners to own each Phase of the Development (each, an "**Owner Entity**"), as further evidenced by each Phase Option Agreement. Each Owner Entity will have a general partner that will be a limited liability company controlled by an affiliate of the Developer. The principal equity interest in the Owner 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(e), 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 Entity with which the County has entered into a Phase Ground Lease 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 in each Phase of the Development. The Developer shall be responsible to manage and maintain the continued occupancy of any Phase 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 a Phase of 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 Entity to facilitate the construction of each Phase of the Development, including, but not limited to:

- (1) establishing phasing and timetables, structuring and securing financing and obtaining necessary governmental 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, through its administrative staff and without the need for Board approval, shall approve any modifications to a Phase Development Plan within ten (10) calendar days after the County receives the Phase Development Plan. If the County does not respond to the Developer’s submission of a proposed modification within such time period, then said modification will be deemed approved by the County.
- (2) sourcing financing for each Phase of the Development (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;
- (3) providing all required third-party guarantees, including investor and completion guarantees;
- (4) 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 format;
- (5) entering into contracts or agreements, consistent with the terms of this Agreement, necessary or convenient for Construction Completion of each Phase of the Development, which contracts or agreements may be assigned, as appropriate, by the Developer to the related Owner 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 award at a minimum a 35% of the construction subcontracts to certified Section 3, CBE, DBE, S/M/WBE, and Labor Surplus Area firms and 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;
- (6) determining all necessary governmental approvals for such plans;
- (7) 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;

- (8) carrying out property management of the Development pursuant to a Management Agreement, which the Developer will enter into with a Management Agent and which the 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 H. 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 H 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 VCA/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 Development;
 - (9) maintaining regular communication and attending monthly progress meetings with the County and the Existing Residents 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;
 - (10) establishing a detailed scope of work, in conjunction with the County, for the new construction work and submitting the same for County approval; and
 - (11) 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.
- (1) 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. The Developer shall reasonably consider all such comments and requests provided that such comments and requests do not increase the cost of constructing the Development and are timely provided to the Developer.

- (2) The Developer will provide the County, upon request, 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.
- (3) 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. Further, in the event of a conflict between the County and the lender/investor, the lender/investor's decision shall control.
- (4) 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 I, 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 VCA/UFAS reports and any other reports or information required by County or HUD.

- (5) Davis-Bacon wage requirements: Davis-Bacon wages shall apply to all structures built or rehabilitated on 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.
- (6) The Developer shall pay a fee of \$2,500.00 per month, per Phase, to PHCD 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 any Phase 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. 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.
- (7) 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.
- (8) Failure to comply with Davis-Bacon wage rate or other federal required classification requirements will affect payments to the Developer.
- (9) Notwithstanding the foregoing subsection (6) above, the Developer shall require all contractors and subcontractors to pay Davis-Bacon Wages.

- (10) 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).
- (11) The Developer shall ensure unit design layout allocates proper circulation space and sustains suitable linear wall allocation for proper functioning and furniture layout.
- (12) 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 public housing unit amenities enclosed in its proposal and preliminary described and summarized in Exhibits A-1 and A-2.
- (13) 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.
- (14) Recycled and Salvaged Items:

The Developer is responsible to collect and deliver to the County Store all items in a 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.
- (15) 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.
- (16) The Developer shall submit in writing a detailed relocation plan prepared by a third-party professional (“**Relocation Plan**”), in compliance with the County’s Tenant Relocation Agreement standards set in Resolution No. R-1181-19, 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 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 Development budgets created for each Phase.
- (17) The Developer shall provide to the County supporting documentation, such as Notice to Proceed (NTP) to contractors/sub-contractor and Certificates of Occupancy or Completion, as applicable.
- (18) 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.

- (19) 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.

- (20) 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 Section 3 requirements.
- (21) 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.
- (22) 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 Entity shall maintain ownership and operation of the property during the Use Period. The Owner 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.
- (23) The County is responsible for monitoring and enforcing the Use Restrictions during the Use Period.
- (24) 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.
- (25) The various Phases of the Development will generate certain financial benefits (“**Financial Benefits**”) which are further described in Exhibit B.
- (26) The Development is 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.

- (27) 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 project, 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 project will function properly for fifty (50) years or the design life of the project, whichever is greater.
- (28) 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 PHCD Department.

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 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. Managing the relocation of the Existing Residents who will not relocate to the Development, including providing them with alternative relocation resources, such as available public housing unit or a tenant-based voucher. Additionally, 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 FHFC 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 including the tax credit investor, equal to 30% of the total Developer Fee described herein and as actually received by the Developer or its affiliate for all Phases. 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 Payments.
 - i. With respect to the Phase Ground Lease to be entered into, the Developer or its subsidiary or designee agrees to pay to the County an aggregate cash ground lease payment of \$5,203,750 (\$5,750 per unit based on the 905 units anticipated to be constructed) (a "**Capitalized Payment**"), which will be paid to the County in installments in the manner set forth on Exhibit B. It is anticipated that this payment (and the Additional Capitalized Payment described in the succeeding sentence) will be paid in tranches as each Phase of the Development is constructed based upon the number of units being constructed in such Phase. If greater or fewer than 905 units are constructed at the Premises, the Capitalized Payment shall be adjusted on a unit-for-unit basis. Within 30 days of the issuance of IRS form 8609s for each Phase of the Development, the Developer shall make an additional Capitalized Payment of \$4,250 per unit (an "**Additional Capitalized Payment**"). In the event that payment by the Owner Entity of the Additional Capitalized Payment from the development sources (including capital contributions made by the investor) would cause less than 50% of the total Developer Fee for the Development to be paid from such development sources as of issuance of IRS form 8609s, the Developer shall have the option to provide a subordinate note for the portion of the Additional Capitalized Payment which, including the amount of the payment or portion thereof, would cause less than 50% of the total Developer Fee for the Development to be paid as of issuance of IRS form 8609s. The subordinated note will have the following terms: (i) bear interest at the applicable federal rate at the time of Financial Closing, (ii) maturity date fifteen (15) years following the date of issuance of IRS form 8609s, and (iii) may be prepaid in full or in part at any time. The failure to make an annual payment in any year shall not be deemed a default under such note but rather any unpaid amount shall be added to the outstanding principal balance of the note and if not sooner paid will be due and payable at maturity.

- (c) County Net Cash Flow Participation. On all Phases, the County will receive 30% of all net distributable operating receipts characterized as net cash flow otherwise distributable to the Developer or its affiliates (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. On all Phases, upon any sale, refinance, cash-out transaction, or resyndication of the LIHTC, involving the Developer’s leasehold interest or property, other than those in which the County is the purchasing entity, the County will receive 30% of the Developer or its affiliates 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**”). In the event of a sale to a third party in which a County Phase Ground Lease remains in place, the Net Proceeds payable to the County shall be reduced by the amount which is calculated as: (a) the then-most recent fiscal year’s net annual cash flow participation distributed to the County (the “**Net Annual Cash Flow**”); (b) divided by the percentage amount which is calculated as: (i) the Development’s then-most recent fiscal year’s Net Operating Income *less* the then-most recent fiscal year’s Net Annual Cash Flow participation distributed to the County, and (ii) divided by the gross purchase price paid by a third party purchaser (collectively, the (iii) (“**Net Capitalization Rate**”); and (c) multiplied by 30%. Please see the following mathematical example for illustration:

- i. \$407,000 Fiscal Year 15 Net Annual Cash Flow distributed to the County
- ii. Divided by:
 - (a) \$4,885,000 Fiscal Year 15 Net Operating Income less \$407,000 Year 15 Net Annual Cash Flow distributed to Miami-Dade County [= \$4,478,000], *divided by*
 - (b) Gross purchase price paid by third party purchaser: \$61,765,517
 - (c) *Equals: 7.25% Net Capitalization Rate.*
- iii. *Multiplied by 30%*

Resulting reduction in Net Proceeds payable to the County = \$1,684,138

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

6. Intentionally deleted.

7. Property Management Responsibilities.

- (a) Designation of Property Manager. The initial property manager for each Phase of the Development shall be selected by the Developer, subject to the reasonable approval of the County (the “**Management Agent**”), pursuant to the Management Agreement, to be attached hereto as Exhibit H (the “**Management Agreement**”). The Management Agent shall be responsible for the day-to-day operation of each Phase 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 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, and that the Management Agent's responsibilities, as noted herein, shall commence upon the Construction Completion of each Phase 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 in each Phase 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.
- (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 any Phase that has not yet reached 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 no later than thirty (30) days prior to the date specified in the notice (the "**Effective Termination Date**"), 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 Phase Ground Lease 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 loans from third parties; (ii) the cost 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 project. 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 an applicable Phase, and the parties cannot, within one hundred twenty (120) days after either party providing written notice that an adverse contingency has occurred with respect to a Phase, agree to amend the Development Plan for the Phase, 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 Phase 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 for that Phase. 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).
- i. 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 any unaffected Phase Option Agreement, Phase Ground Lease, or this Agreement.
- (c) 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 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; and
 - 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 twenty-four (24) months of the Effective Date, subject to matters beyond the reasonable control of the Developer and as reasonably agreed to by the County, 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 matters beyond the reasonable control of the Developer; or

2. As to the remaining Phases of the Development, the Developer is unable to secure financing 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 grant reasonable extensions of time 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 Phase Ground Lease 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 any unaffected Phase Option Agreement, Phase Ground Lease, 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 of a Phase 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; and
 - ix. the Developer has made a Material Change to the Development Budget without the County's approval; and
 - xi. the Developer fails to pay any Liquidated Damages due and payable under this Section 9.
- (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. Notwithstanding the foregoing, any such termination shall have no effect on any Phase that has already achieved a Financial Closing, and the rights and obligations of the parties with respect to such Phase shall remain in full force and effect.
- (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 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 a Phase 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. Such Liquidated Damages shall be evaluated and assessed upon substantial completion of each Phase, shall be due and payable upon the completion of such Phase, and shall constitute the County's sole remedy with respect to such failure. The Liquidated Damages relating to those benefits shall be calculated as follows:
- With respect to Developer's commitment to provide a minimum of 35% of the value of the construction subcontracts to Section 3 certified, S/M/WBE, and Labor Surplus Area firms, Developer shall pay Liquidated Damages in the amount of \$5,000 for each percentage point by which Developer fails to meet the 35% commitment.
- (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 reasonably agreed to, setting forth the Developer's progress toward satisfying its obligation 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 of any Phase, 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 as a result of such alleged Event of Default, 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 may be 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. In addition to the above, 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 for any Phase(s) 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.

- (b) 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.

- (c) 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., 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 the 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.
- (d) 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, Public Housing and Community Development Department, 701 NW 1 CT. 16th floor, Miami, Florida 33136-3914, Certificate(s) of Insurance or applicable cover note(s) evidencing insurance coverage that meets the requirements outlined below:

- A. Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence, \$4,000,000 aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this agreement in an amount not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage combined.

Design Stage

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

- D. 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 applicable Improvements from the Developer.

Construction Phase

In addition to the insurance required in A – D above, the Developer shall provide or cause its contractors to provide a certificate of insurance or cover note indicating the following type of insurance coverage prior to commencement of construction:

- E. Completed Value Builders’ Risk Insurance on an “all risk” basis, including Windstorm, in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). 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, expediting 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, Public Housing and Community Development Department. The policy shall be in the name of Miami Dade County and the Selected Proposer, or the Contractor.

Operation Phase

In addition to the insurance required in A – C above, the following coverage may be required:

- F. Property Insurance Coverage on a “Special Perils” basis to include Windstorm & 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 named as a Loss Payee with respect to this coverage.

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 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128**

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 cost of construction for each Phase 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 in the amount described above naming the County as a joint obligee shall satisfy 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 reasonably 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:

| <u>Bond Amount</u> | <u>Best Rating</u> |
|---------------------------------|--------------------|
| 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, provided such different or additional arrangements do not materially alter the rights and obligations of the parties hereunder.
 - 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 € 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, with respect to any Phase, by the Financial Closing on that Phase. With respect to items set forth in the Financial Closing documents for each Phase, the Financial Closing documents for such Phase 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 of a Phase. The parties acknowledge that certain subject matter of this Agreement relates to activities that are intended to survive the term hereof, and the parties acknowledge and agree to effectuate such matters in the Financial Closing documents with respect to each Phase.

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 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 Living Wage Affidavit (Section 2-8.9 of the County Code)*
- x. *Miami-Dade County Domestic Leave and Reporting Affidavit (Article 8, Section 11A-60 11A-67 of the County Code)*
- xi. *Subcontracting Practices (Ordinance 97-35)*
- xii. *Subcontractor /Supplier Listing (Section 2-8.8 of the County Code)*
- xiii. *Environmentally Acceptable Packaging (Resolution R-738-92)*
- xiv. *W-9 and 8109 Forms (as required by the Internal Revenue Service)*
- xv. *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:
 - (1) Identification of individual account records
 - (2) To make payments to individual/Developer for goods and services provided to Miami-Dade County
 - (3) Tax reporting purposes
 - (4) To provide a unique identifier in the vendor database that may be used for searching

and sorting departmental records

- xvi. *Office of the Inspector General* (Section 2-1076 of the County Code)
- xvii. *Small Business Enterprises*. The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
- xviii. *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 Public Housing and Community Development
 701 N.W. 1st Court, 14th Floor
 Miami, Florida 33136
 Attention: Michelle Heath Kerr
 Email: mhkerr@miamidade.gov

27. 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>

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 Entity's leasehold interest in any Phase in the Development, after the end of its tax compliance period, if the Developer or the applicable Owner Entity desires to assign or transfer such Phase to a third party (other than an affiliate of the Developer or applicable Owner Entity) ("**Applicable Transfer**"). If the Developer or applicable Owner Entity desire to undertake an Applicable Transfer, then the Developer or applicable Owner 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 Entity of the County's intent to exercise its option to assume the Developer's and/or applicable Owner Entity's leasehold interest for such Phase. 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 in the applicable Phase on the date no later than one-hundred and twenty (120) days after the delivery of such notice to the Developer and applicable Owner Entity. In the event the County shall fail 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. However, notwithstanding the above, the County reserves the explicit right to approve the transfer of the applicable Owner Entity's leasehold interest in the Development. Such approval may be conditioned upon the proposed transferee having sufficient experience and sufficient financial capability and capacity as reasonably determined by the County. The County's consideration of the requested transfer shall be based solely on objective criteria relating to the subject transferred entity's qualifications, financial capacity, and ability to perform under the Phase Ground Lease and related agreements, and shall not be arbitrary or capricious. Such approval shall not be unreasonably withheld.

29. Reports to the Board.

The Developer shall deliver quarterly reports to the Board during all Phases 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 Public Housing and Community Development
701 N.W. 1st Court, 16th Floor
Miami, Florida 33136
Attn: Nathan Kogan, 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: Integra Solutions, LLC
150 SE 2nd Ave, Suite 800
Miami, FL 33131
Attn: Jacob Morrow

With a copy to: Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 W. Flagler Street, Suite 2200
Miami, FL 33130
Attn: 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, Owner Entities 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 and execute any additional Phase Option Agreements, in substantially the form attached hereto as Exhibit K, and additional Phase Ground Leases upon the Developer's assignment of its development rights to Owner Entities;
- (d) Execute non-exclusive utility easements for the provision of utility services, subject to the following conditions: (i) the conveyance of any easements complies with the Board's Resolution No. R-504-15, which establishes the County policy of minimizing the negative aesthetic impact to the public created by the installation of utility lines and equipment on County-owned property, (ii) the easement(s)

is no larger in size or scope than is necessary for the construction, operation and maintenance of such utilities to service the project site located thereon; and (iii) the easement does not allow the grantee of the easement to grant access to the easement to any other entity or individual other than the grantee, and jointers 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) Execute jointers 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;

(f) 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; and

(g) 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

(h) 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. Notwithstanding the foregoing, 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 any than existing Phase Option Agreement or Phase 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 _____, 2025.

INTEGRA SOLUTIONS, LLC

By: _____

Name: PAULO MELO

Title: MANAGER

Date: JULY 31, 2025

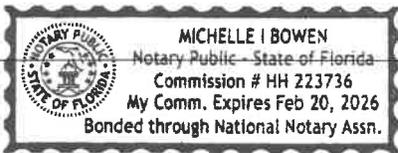
Attest: Michelle J Bowen
Authorized Person OR Notary
Public

Print Name: Michelle J Bowen

Title: Notary Public

Date: July 31, 2025

Corporate Seal OR Notary Seal/Stamp



MIAMI-DADE COUNTY

By: _____

Name: _____

Title: _____

Date: _____

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

By: _____
(Deputy Clerk's Signature)

Print Name: _____

Date: _____

Approved for form and legal sufficiency:

Terrence A. Smith
Assistant County Attorney

"ATTACHMENT A"

HISTORIC BROWNSVILLE – ANNIE COLEMAN 15

COMMUNITY BENEFITS AGREEMENT

| | Community Benefit | Timeline | Liquidated Damages & Default Remedies |
|----|--|--|--|
| 1. | 5% of development’s Developer Fees will be paid to Brownsville Civic Neighborhood Association (“BCNA”), per September 8, 2023 Memorandum of Understanding with the BCNA. | Upon payment of developer fees, pari passu with developer fee payments to Integra. | Default would trigger remedies under the development’s Limited Partnership Agreement. |
| 2. | 10% of development’s net operating cash flow will be paid to the Brownsville Historic Endowment (“Endowment”), per September 8, 2023 Memorandum of Understanding with the Endowment. | Long term stream of cash flow, upon distribution of the development’s net operating cash flow, pari passu with net cash flow distributions to Integra. | Default would trigger remedies under the development’s Limited Partnership Agreement. |
| 3. | The Endowment’s net cash flow participation and BCNA / Endowment developer fee participation will fund the maintenance, repair, restoration, identification and preservation of historic and cultural assets in the Brownsville Community. | Upon payment of developer fee and upon distribution of the development’s net operating cash flow, as applicable. | Default would trigger remedies under the development’s Limited Partnership Agreement. |
| 4. | BCNA / Endowment participation will also fund local programming such as BCNA events and grant programming and supplemental funding for the Annie Coleman 15 resident council for events, workshops, and other permissible programming of the resident council. | Upon payment of developer fee and upon distribution of the development’s net operating cash flow, as applicable. | Default would trigger remedies under the development’s Limited Partnership Agreement. |
| 5. | Davis-Bacon wage requirements, including monitoring to ensure Davis-Bacon wage compliance by general contractor and sub-contractors. | Upon construction commencement. | \$500.00 daily penalty fee to cover reasonable administrative costs associated with the Developer’s, and/or its consultants, contractors or vendors, non-compliance with the applicable regulations. |

| | | | |
|-----|--|--|--|
| 6. | Provide a minimum of 35% of the value of the construction subcontracts to Section 3 certified, Small and Minority firms, Women's Business Enterprise, and Labor Surplus Area firms and provide job training and job placement to qualified Section 3 workers and targeted Section 3 workers. | Upon completion of subcontractor award process. | \$5,000 for each percentage point by which Developer fails to meet the 35% commitment. |
| 7. | Job fairs and outreach. | In advance of groundbreaking and at other milestones of the development. | \$5,000 |
| 8. | Apprenticeship program enrollment sponsorship. | Upon completion of subcontractor award process. | \$25,000 |
| 9. | The development will not seek height or density bonuses under the Live Local Act, but rather will honor Brownsville's local Model City Urban Center zoning guidelines. | During design phase and site plan approval process. | Default would trigger remedies under the development's Limited Partnership Agreement. |
| 10. | Townhome units will line the Development's streetscape, creating a buffer for nearby single-family homes. | During design phase and site plan approval process. | Default would trigger remedies under the development's Limited Partnership Agreement. |
| 11. | Inclusion of a 4,750 sq ft Youth Art Center. | Opening after construction completion. | \$100,000 |
| 12. | Murals by prominent Miami-based artist, Addonis Parker, which will honor Brownsville's history and uplift the development and the community. | Prior to construction completion. | \$100,000 |
| 13. | Development name will honor Brownsville residents who have made significant positive contributions to the Brownsville community, and the process to select the development's name will be led by the BCNA. | Prior to construction completion. | \$50,000 |

| | | | |
|-----|--|---|------------------------------|
| 14. | Resident programs, including: Financial Management Program, Employment Assistance Program, & Adult Literacy | Commencing promptly upon the development placing in service and lease-up. | \$5,000 per resident program |
| 15. | Partnership for health services and referrals with Jessie Trice Health System. | Commencing promptly upon the development placing in service and lease-up. | \$5,000 |
| 16. | Police workstation at ground level, available for use by local police officers. | Prior to construction completion. | \$25,000 |
| 17. | In-unit washer/dryers for the 144 Rental Assistance Demonstration (“RAD”) units. | Upon resident move-ins | \$1,400 per RAD unit |
| 18. | Free Wi-fi for the 144 Rental Assistance Demonstration (“RAD”) units, for three years. | Upon resident move-ins | \$75 per RAD unit, per month |

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% of the total Developer Fee described herein received by the Developer or its affiliate. 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 Payment

The Developer shall make Capitalized Payments to the County (which shall include the \$5,750 per unit initial Capitalized Payments and the \$4,250 per unit Additional Capitalized Payments) in accordance with Section 5(b) herein.

- i. Developer shall place the initial Capitalized Payment, which payment is anticipated to be paid in tranches as each Phase of the Development is constructed based upon the number of units being constructed in such Phase, into escrow as follows:
- (1) The initial Capitalized Payment in respect of Phase One shall be equal to the number of units in Phase One multiplied by \$5,750 per unit (the "**Phase One Initial Capitalized Payment**"). Within 30 days of the Effective Date, twenty five (25) percent of the Phase One Initial Capitalized Payment shall be paid into escrow, which shall be refundable in the event of termination of this Agreement or the Ground Lease;
 - (2) Twelve (12) months following the Effective Date, the initial twenty five (25) percent of the Phase One Initial Capitalized Payment paid into escrow shall become non-refundable in the event of Termination for Cause. An additional portion equal to twenty five (25) percent of the Phase One Initial Capitalized Payment shall be paid into escrow, which shall be refundable in the event of termination of this Agreement or the Ground Lease;
 - (3) The remaining fifty (50) percent portion of the Phase One Initial Capitalized Payment shall be paid at Financial Closing. Financial Closing shall occur no later than 24 months following the Effective Date;
 - (4) The initial Capitalized Payment in respect of Phase Two shall be equal to the number of units in Phase Two multiplied by \$5,750 per unit (the "**Phase Two Initial Capitalized Payment**"). Within 90 days after the payment set forth in #3 above, twenty five (25) percent of the Phase Two Initial Capitalized Payment shall be paid into escrow, which shall be refundable in the event of termination of this Agreement or the Ground Lease;
 - (5) Twelve (12) months following the initial payment of the Phase Two Initial Capitalized Payment, the initial twenty five (25) percent of the Phase Two Initial Capitalized Payment paid into escrow shall become non-refundable in the event of Termination for Cause. An additional portion equal to twenty five (25) percent of the Phase Two Initial Capitalized Payment shall be paid into escrow, which shall be

refundable in the event of termination of this Agreement or the Ground Lease;

- (6) The remaining fifty (50) percent portion of the Phase Two Initial Capitalized Payment shall be paid at Financial Closing. Financial Closing shall occur no later than 24 months following the payment set forth in #4 above;
- (7) The initial Capitalized Payment in respect of Phase Three shall be equal to the number of units in Phase Three multiplied by \$5,750 per unit (the “**Phase Three Initial Capitalized Payment**”). Within 90 days after the payment set forth in #6 above, twenty five (25) percent of the Phase Three Initial Capitalized Payment shall be paid into escrow, which shall be refundable in the event of termination of this Agreement or the Ground Lease;
- (8) Twelve (12) months following the initial payment of the Phase Three Initial Capitalized Payment, the initial twenty five (25) percent of the Phase Three Initial Capitalized Payment paid into escrow shall become non-refundable in the event of Termination for Cause. An additional portion equal to twenty five (25) percent of the Phase Three Initial Capitalized Payment shall be paid into escrow, which shall be refundable in the event of termination of this Agreement or the Ground Lease; and
- (9) The remaining fifty (50) percent portion of the Phase Three Initial Capitalized Payment shall be paid at Financial Closing. Financial Closing shall occur no later than 24 months following the payment set forth in #7 above.

(c) Reserved.

(d) Share of Revenues/Net Cash Flow. The Developer agrees that the County shall receive a share of revenue/net cash flow of 30% as described in Section 5(c). This shall apply to revenues from all components of a project, including the non-RAD, affordable and market rate units. The share of revenues/net cash flow shall be received by the County from the Developer after stabilization period, about one year after issuance of Certificate of Occupancy, and through the termination date of the applicable Phase Ground Lease.

(e) Other Payments. The Developer agrees to pay the County 30% of other net revenue and income streams participation, including a percent of revenues from any cash-out refinance, re-syndication of Low-Income Housing Tax Credits (LIHTC) or any other sale event whatsoever, in the manner set forth in Section 5(d).

Exhibit C

Site Plan, Renderings and Perspectives

| PARKING COUNT | |
|---------------|-----|
| PARALLEL | 39 |
| PARKING SPACE | 320 |
| TOTAL: | 359 |

URBAN CENTER RM EDGE/ URBAN CENTER MC
 Land Use: Multifamily 3 or more Units

Site
 UC Center = 88,034 sf (2.02 ac)
 UC Edge = 65,996 sf (1.51 ac)
 Parcel Area = 154,030 sf
 Net Lot Area Total = 197,676 sf (4.53 ac)

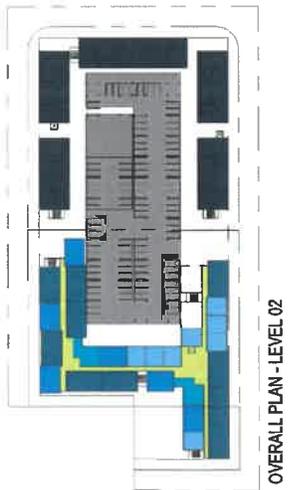
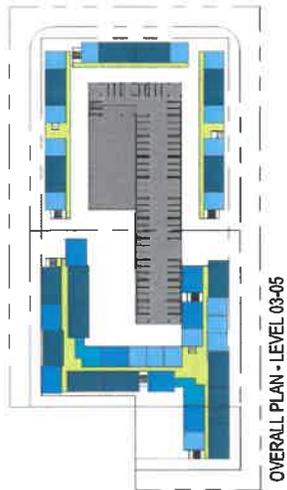
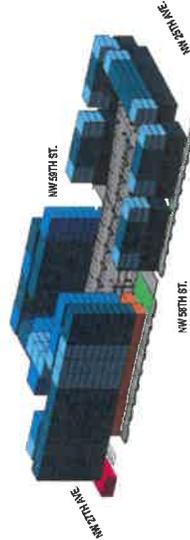
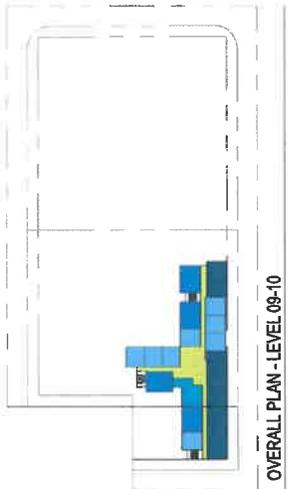
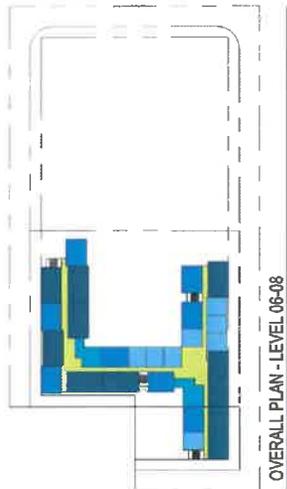
| UNIT COUNT | |
|---------------|-----|
| 1 BDRM | 88 |
| 2 BDRM | 70 |
| 3 BDRM | 123 |
| 4 BD TOWNHOME | 22 |
| TOTAL UNITS: | 303 |

Allowable Density
 UC Center = 90 Units/ac
 = 2.02 x 90 = 181 Units
 UC Edge = 45 Units/ac
 = 1.51 x 45 = 67 Units
 25% Density (WHU) = 1.25 x 248
 = 310 Units Allowed; 303 Units Provided

Building Height
 Minimum = 2 Stories
 UC Center Max. = 10 Stories Allowed
 = 10 Stories Provided
 UC Edge Max. = 6 Stories Allowed
 = 5 Stories Provided

Retail
 10 sf/ Unit = 3,030 sf Minimum
 = 4,750 sf Provided

Parking
 4,750 sf Retail x 1 Space/250 sf = 19 Spaces Required
 88 1 BD Units x 1 Spaces/Unit = 88 Spaces
 70 2 BD Units x 1.5 Spaces/Unit = 105 Spaces
 123 3 BD Units x 1.75 Spaces/Unit = 216 Spaces
 22 4 BD Units x 2 Spaces/Unit = 44 Spaces
 453 Spaces
WHU 25% Reduction = 359 Spaces Required



MDC078

HISTORIC BROWNSVILLE

CONCEPTUAL SITE PLAN & MASSING

ANNIE COLEMAN 15 - PHASE 1



6.02.2025





MBC079

URBAN CENTER RM EDGE/ URBAN CENTER MC
Land Use: Multifamily 3 or more Units

Site
 UC Center = 35,289 sf (0.81 ac)
 UC Edge = 194,272 sf (4.45 ac)
 Parcel Area = 229,561 sf
 Net Lot Area Total = 237,383 sf
 = 237,383 sf/43,560 sf = 5.44 ac

Allowable Density

UC Center = 90 Units/ac
 = 0.81 x 90 = 72 Units
 UC Edge = 45 Units/ac
 = 4.45 x 45 = 200 Units
 25% Density (WHU) = 1.25 x 272
 = 340 Units Allowed; 332 Units Provided

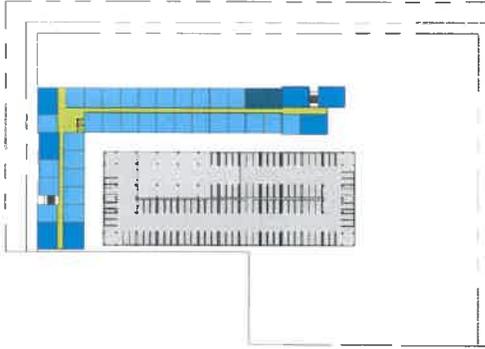
Building Height

Minimum = 2 Stories
 UC Center Max. = 10 Stories Allowed
 = 8 Stories Provided
 UC Edge Max. = 6 Stories Allowed
 = 2 Stories Provided

| PARKING COUNT | |
|---------------|------------|
| PARALLEL | 12 |
| PARKING SPACE | 291 |
| TOTAL: | 303 |

| UNIT COUNT | |
|---------------------|------------|
| 1 BDRM | 237 |
| 2 BDRM | 44 |
| 3 BDRM | 8 |
| 4 BD TOWNHOME | 43 |
| TOTAL UNITS: | 332 |

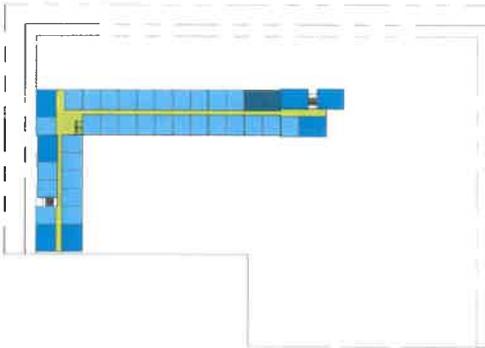
Parking
 237 1 BD Units x 1 Spaces/Unit = 237 Spaces
 44 2 BD Units x 1.5 Spaces/Unit = 66 Spaces
 8 3 BD Units x 1.75 Spaces/Unit = 14 Spaces
 43 4 BD Units x 2 Spaces/Unit = 86 Spaces
 403 Spaces
WHU 25% Reduction = 303 Spaces Required



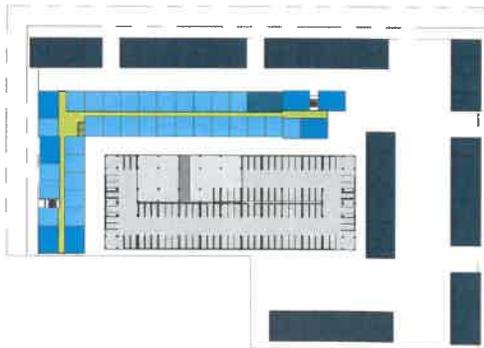
OVERALL PLAN - LEVEL 03



OVERALL PLAN - LEVEL 01



OVERALL PLAN - LEVEL 04-08



OVERALL PLAN - LEVEL 02

HISTORIC BROWNSVILLE

CONCEPTUAL SITE PLAN & MASSING

ANNIE COLEMAN 15 - PHASE 2



6.02.2025



MDC081

URBAN CENTER RM EDGE

Land Use: Multifamily 3 or more Units

Site = 165,916 sf
 Parcel Area = 211,946 sf
 Net Lot Area Total = 211,946 sf / 43,560 sf = 4.86 ac

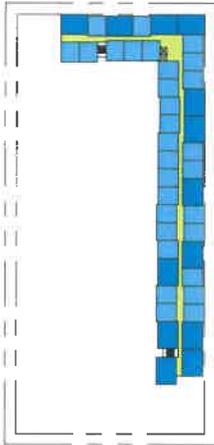
Allowable Density = 45 Units/ac
 Residential Density = 4.86 x 45 = 218 Units
 = 1.25 x 218 = 272 Units Allowed; 270 Units Provided

Building Height = N/A
 Minimum = 6 Floors Allowed
 Maximum = 6 Floors Provided

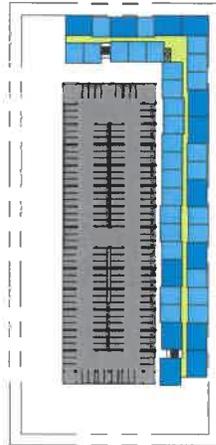
Parking
 170 1 BD Units x 1 Spaces/Unit = 170 Spaces
 73 2 BD Units x 1.5 Spaces/Unit = 110 Spaces
 27 3 BD Units x 1.75 Spaces/Unit = 48 Spaces
 328 Spaces
WHU 25% Reduction = 246 Spaces Required

| PARKING COUNT | |
|---------------|-----|
| PARALLEL | 29 |
| PARKING SPACE | 217 |
| TOTAL: | 246 |

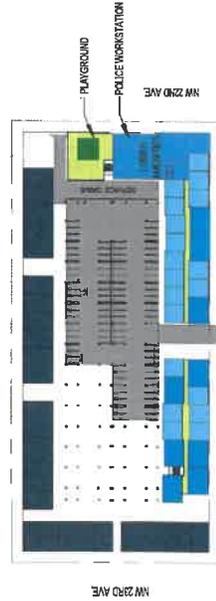
| UNIT COUNT | |
|---------------|-----|
| 1 BDRM | 170 |
| 2 BDRM | 73 |
| 3 BR TOWNHOME | 27 |
| TOTAL UNITS: | 270 |



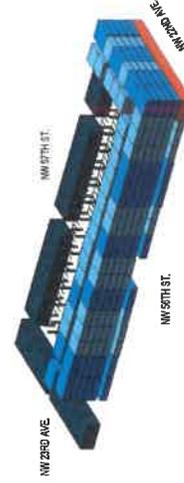
OVERALL PLAN - LEVELS 03-06



OVERALL PLAN - LEVELS 02



OVERALL PLAN - LEVEL 01



HISTORIC BROWNSVILLE

CONCEPTUAL SITE PLAN & MASSING

ANNIE COLEMAN 15 - PHASE 3



6.02.2025



MDC083

Exhibit D

Development Budget/Pro Forma

Executive Summary for Historic Brownsville - Annie Coleman 15
Miami-Dade County, FL

INTERURBAN, LLC



Deal Summary

| | |
|-----------------------------|--|
| Applicant / Borrower Entity | AC 15 Renaissance, LP |
| County | Miami-Dade |
| Address | 2501 NW 58th Street, the southwest corner of NW 58th Street & NW 25th Ave, & 2200 NW 57th Street |
| 9% or 4% LIHTC | 4% |
| Demographic | Family |
| Development Category | New Construction |
| QCT or SADDA | QCT |
| Projected Phase 1 Closing | Q3 2027 |

| | |
|----------------------------|--|
| Development Program | |
| Building Type | Mid & Highrise |
| Income Set Asides | |
| | Income Level: 120% AMI 20% 80% AMI 30% 60% AMI 30% 30% AMI 20% |
| 1 Bedroom Units | 495 |
| 2 Bedroom Units | 187 |
| 3 Bedroom Units | 158 |
| 4 Bedroom Units | 65 |
| Total Units | 905 |
| Commercial Square Footage | 5,000 |

Pro Forma P&L Metrics (at Stabilization Year 1)

| | | |
|-----------------------------|----------------------|--------------|
| Net Rental Income | 19,502,266 | 100.0% |
| Operating Expenses | (6,174,338) | -31.7% |
| Net Operating Income | \$ 13,327,928 | 68.3% |
| Debt Service | (11,302,581) | -88.0% |
| Cash Flow | \$ 2,025,347 | 10.4% |
| Permanent Debt | \$ 158,500,000 | |
| Stabilized DSCR | 1.18x | |

Debt Assumptions

| | |
|-----------------------------------|-------|
| Construction Loan Origination Fee | 1.25% |
| Construction Loan Interest Rate | 6.45% |
| Permanent Loan Origination Fee | 0.00% |
| Permanent Rate | 6.70% |
| Amortization | 42 |

Sources & Uses

| | | | | |
|-------------------------------|-----------------------|---------------|-----------------------|---------------|
| Sources | Permanent | % | Construction * | % |
| LIHTC Syndication Equity | 90,314,168 | 33.4% | 40,641,375 | 15.3% |
| Permanent Debt | 158,500,000 | 58.7% | - | 0.0% |
| Construction Loan | - | 0.0% | 195,000,000 | 73.4% |
| Capitalized Ground Lease Note | 1,810,000 | 0.7% | - | 0.0% |
| Deferred Developer Fee | 19,519,362 | 7.2% | 30,132,925 | 11.3% |
| Total Sources | \$ 270,143,530 | 100.0% | \$ 265,774,300 | 100.0% |

Developer Fees & Net Cash Flow Projection

| | | |
|--|-------------------------|--------------------------|
| Fees Paid Through Conversion/8609s: | Total | 30% to Miami-Dade |
| | \$ 19,519,938 | \$ 5,855,981 |
| Deferred Developer Fee: | \$ 19,519,362 | \$ 5,855,809 |
| Net Cash Flow Through Year 99: | \$ 1,217,084,557 | \$ 365,125,367 |

Uses

| | | |
|--------------------------------|-----------------------|---------------|
| Land | 9,850,000 | 3.6% |
| Hard Costs | 180,937,500 | 67.0% |
| Soft Costs | 17,761,800 | 6.6% |
| Financial Costs | 18,185,700 | 6.7% |
| Developer Fee | 39,039,300 | 14.5% |
| Operating Deficit Reserve | 4,369,230 | 1.6% |
| Total Development Costs | \$ 270,143,530 | 100.0% |

Timing of Capitalized Ground Lease Payments to Miami-Dade (allocated by Phase)

| | | |
|---|--------------|----------------|
| Capitalized Ground Lease Payment at Closing: | \$ 5,203,760 | \$ /unit 5,750 |
| Additional Capitalized Ground Lease Payment, paid upon 8609s *: | \$ 2,036,250 | \$ 2,250 |
| Additional Capitalized Ground Lease Payment, via Subordinated Note: | \$ 1,810,000 | \$ 2,000 |

* \$4,250 per unit additional payment paid upon 8609's to the extent not less than 50% of Developer Fee is deferred, with any remaining additional payment secured by a subordinate note.

Tax Credit Calculation

| | | |
|---------------------------------|----------------------|-----|
| Development Cost Eligible Basis | 246,735,600 | 20% |
| Applicable Fraction | 80% | 25% |
| Qualified Basis | 197,388,480 | 54% |
| Qualified Basis plus 30% boost | 256,605,024 | 1% |
| 4% LIHTC Credit % | 4.00% | |
| Annual Credits Generated | 10,264,201 | |
| Annual Credits Requested | 10,264,000 | |
| Aggregate Credits (10 years) | \$ 102,640,000 | |
| % Syndicated To LP | 99.99% | |
| Price Per Credit | \$ 0.88 | |
| LIHTC Syndication Equity | \$ 90,314,168 | |

Ad Valorem Property Tax Calculation

| | | | |
|--|----------------|---|----------------|
| LIHTC Units: | 724 | x | taxes per unit |
| 120% AMI Units: | 181 | x | \$ 1,000 |
| LIHTC Unit Property Taxes * | 724,000 | | 2,000 |
| 120% AMI Unit Property Taxes ** | 362,000 | | |
| less 75% Senate Bill 102 exemption (271,500) | | | |
| Net Ad Valorem Property Taxes: | 814,500 | | |

Tax Credit Pay-In Schedule

| | |
|---------------------------------|-----|
| at Financial Closing | 20% |
| at Substantial (95%) Completion | 25% |
| at Permanent Loan Conversion | 54% |
| at 8609's | 1% |

* Exemption not available for LIHTC units pursuant to Senate Bill 102
** 75% exemption available for 120% AMI units pursuant to Senate Bill 102

* Construction sources do not account for Operating Deficit Reserve, which will not be funded until conversion to permanent debt.

INTERURBAN, LLC

Historic Brownsville - Annie Coleman 15
Miami-Dade County, FL

| Development Budget - Page 1 | | | |
|--|--------------------|------------------|---------------------------------|
| | HC ELIGIBLE | HC INELIGIBLE * | TOTAL COSTS |
| HARD COSTS | | | |
| New Rental Units | 148,000,000 | 500,000 | 148,500,000 |
| Payment & Performance Bond | 1,500,000 | - | 1,500,000 |
| Actual Construction Cost | 149,500,000 | 500,000 | 150,000,000 |
| General Contractor Overhead & Fee | 19,750,000 | - | 19,750,000 |
| TOTAL HARD COSTS | 169,250,000 | 500,000 | 169,750,000 |
| HARD COST CONTINGENCY | 8,487,500 | - | 8,487,500 |
| Recreational/Owner Items | 2,700,000 | - | 2,700,000 |
| SOFT COSTS | | | |
| Accounting Fees | 40,000 | 40,000 | 80,000 |
| Appraisal | 18,000 | - | 18,000 |
| Architect's Fee - Site/Building Design | 2,250,000 | - | 2,250,000 |
| Architect's Fee - Supervision | 550,000 | - | 550,000 |
| Builder's Risk Insurance | 1,800,000 | - | 1,800,000 |
| Building Permitting Fees | 1,200,000 | - | 1,200,000 |
| Engineering & Professional Fees | 1,100,000 | - | 1,100,000 |
| Environmental Reporting | 75,000 | - | 75,000 |
| FHFC Administrative Fee | - | 960,000 | 960,000 |
| FHFC Application Fee | - | 9,000 | 9,000 |
| FHFC Compliance Fee | - | 925,000 | 925,000 |
| FHFC Credit Underwriting Fee | - | 74,000 | 74,000 |
| HFA Credit Underwriting & Closing Fee | - | 60,000 | 60,000 |
| Green Building Certification | 75,000 | - | 75,000 |
| Impact Fees | 700,000 | - | 700,000 |
| Inspection Fees | 1,200,000 | - | 1,200,000 |
| Insurance (GL & Flood) | 1,900,000 | - | 1,900,000 |
| Lease-up Expense | - | 250,000 | 250,000 |
| Legal Fees | 650,000 | 50,000 | 700,000 |
| Market Study | - | 20,000 | 20,000 |
| Marketing / Advertising Plan & Cost Review | - | 75,000 | 75,000 |
| Property Taxes | 300,000 | 20,000 | 300,000 |
| Relocation Costs | - | 150,000 | 150,000 |
| Soil Test Report | - | 75,000 | 75,000 |
| Surveying | 270,000 | 30,000 | 300,000 |
| Title Insurance & Closing Fees | - | 700,000 | 700,000 |
| Utility Connection Fee | 925,000 | - | 925,000 |
| Utility Relocation Fees | 425,000 | - | 425,000 |
| TOTAL SOFT COSTS | 13,478,000 | 3,438,000 | 16,916,000 |
| SOFT COST CONTINGENCY | 845,800 | - | 845,800 |
| | | | 5.0% of TOTAL SOFT COSTS |

13.17% of Actual Construction Costs

5.00% of TOTAL HARD COSTS

9.0% of annual housing credit request

* The \$500,000 of Ineligible Hard Costs reflects in part the development's Commercial Space, which is ineligible for LIHTC basis.

INTERURBAN, LLC

Development Budget - Page 2

| | HC ELIGIBLE | HC INELIGIBLE * TOTAL COSTS | |
|-----------------------------------|--------------------|-----------------------------|--------------------|
| FINANCIAL COSTS | | | |
| Construction Loan Origination Fee | 2,437,500 | - | 2,437,500 |
| Construction Loan Application Fee | 45,000 | - | 45,000 |
| Construction Loan Interest | 8,400,000 | 5,000,000 | 13,400,000 |
| Construction Loan Closing Costs | 150,000 | - | 150,000 |
| Bond Cost of Issuance | 1,857,500 | - | 1,857,500 |
| Bond Redemption Fee | - | 65,700 | 65,700 |
| Permanent Loan Closing Costs | - | 35,000 | 35,000 |
| Equity Closing Costs | - | 150,000 | 150,000 |
| Fiscal Agent Fee | 45,000 | - | 45,000 |
| TOTAL FINANCIAL COSTS | 12,935,000 | 5,250,700 | 18,185,700 |
| DEVELOPMENT COST | 207,696,300 | 9,188,700 | 216,885,000 |
| DEVELOPER FEE | 39,039,300 | - | 39,039,300 |
| LAND COST - GROUND LEASE | - | 9,050,000 | 9,050,000 |
| LAND COST - PRIVATE SITE | - | 800,000 | 800,000 |
| OPERATING DEFICIT RESERVE | - | 4,369,230 | 4,369,230 |
| TOTAL DEVELOPMENT COST | 246,735,600 | 23,407,930 | 270,143,530 |

1.25% of Construction Loan
 6.45% (Rate calculated as 10 Year Treasury plus 195bps)
 0.18% x 36,500,000

18.0% of Development Cost
 10,000 per unit (the sum of \$5,750/unit Ground Lease Payment at closing, plus the \$4,250/unit Additional Ground Lease Payment)

Purchase Price for adjacent private parcel which is under contract
 Calculated as 3 months of: (a) operating expenses plus (b) debt service

Historic Brownsville - Annie Coleman 15
Miami-Dade County, FL

INTERURBAN, LLC

| Pro Forma P&L | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Year 11 | Year 12 | Year 13 | Year 14 | Year 15 |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| INCOME (assumes 2% increase annually) | | | | | | | | | | | | | | | |
| Gross Potential Income | 22,304 | 20,583,794 | 21,000,570 | 21,420,581 | 21,848,993 | 22,285,973 | 22,731,892 | 23,186,326 | 23,650,052 | 24,123,053 | 24,605,515 | 25,097,625 | 25,599,577 | 26,111,569 | 26,633,900 |
| Laundry & Other Income | 400 | 369,240 | 376,825 | 384,157 | 391,940 | 399,677 | 407,617 | 415,624 | 424,141 | 432,624 | 441,276 | 450,101 | 459,104 | 468,286 | 477,651 |
| Commercial Income | 221 | 204,000 | 208,080 | 212,242 | 216,486 | 220,816 | 225,232 | 229,737 | 234,332 | 239,019 | 243,798 | 248,675 | 253,648 | 258,721 | 263,886 |
| Vacancy (6%) | (1,375) | (1,244,826) | (1,285,116) | (1,327,019) | (1,369,439) | (1,412,488) | (1,456,176) | (1,499,511) | (1,543,511) | (1,588,182) | (1,633,535) | (1,679,574) | (1,726,307) | (1,773,741) | (1,821,876) |
| Net Rental Income | 21,549 | 19,893,212 | 20,280,158 | 20,686,961 | 21,109,580 | 21,552,078 | 21,982,720 | 22,401,974 | 22,850,013 | 23,307,014 | 23,773,164 | 24,248,617 | 24,733,569 | 25,228,261 | 25,732,826 |
| EXPENSES (assumes 3% increase annually) | | | | | | | | | | | | | | | |
| General & Administrative | 300 | 279,645 | 288,034 | 296,675 | 305,576 | 314,743 | 324,185 | 333,911 | 343,928 | 354,246 | 364,873 | 375,819 | 387,084 | 398,707 | 410,668 |
| Payroll, Taxes & Benefits | 1,000 | 932,150 | 960,115 | 988,918 | 1,018,585 | 1,049,143 | 1,080,617 | 1,113,036 | 1,146,427 | 1,180,820 | 1,216,244 | 1,252,732 | 1,290,314 | 1,328,923 | 1,368,684 |
| Utilities | 500 | 466,075 | 480,057 | 494,459 | 509,293 | 524,572 | 540,309 | 556,518 | 573,213 | 590,410 | 608,122 | 626,366 | 645,157 | 664,512 | 684,447 |
| Repairs & Maintenance | 425 | 386,164 | 408,049 | 429,280 | 450,959 | 473,040 | 495,626 | 518,711 | 542,301 | 566,404 | 591,031 | 616,194 | 641,904 | 668,171 | 695,006 |
| Contract Services | 500 | 466,075 | 480,057 | 494,459 | 509,293 | 524,572 | 540,309 | 556,518 | 573,213 | 590,410 | 608,122 | 626,366 | 645,157 | 664,512 | 684,447 |
| Security | 275 | 248,875 | 264,031 | 271,952 | 280,111 | 288,514 | 297,170 | 306,085 | 315,267 | 324,725 | 334,467 | 344,501 | 354,836 | 365,481 | 376,446 |
| Insurance | 1,500 | 1,396,225 | 1,440,172 | 1,483,377 | 1,527,878 | 1,573,715 | 1,620,926 | 1,669,554 | 1,719,640 | 1,771,230 | 1,824,366 | 1,879,097 | 1,935,470 | 1,993,535 | 2,053,341 |
| Property Taxes* | 900 | 838,935 | 864,103 | 890,026 | 916,727 | 944,324 | 972,831 | 1,001,261 | 1,030,634 | 1,060,970 | 1,092,289 | 1,124,603 | 1,157,934 | 1,192,303 | 1,227,731 |
| Management Fee | 1,077 | 994,616 | 1,014,508 | 1,034,798 | 1,055,494 | 1,076,604 | 1,098,136 | 1,120,099 | 1,142,501 | 1,165,351 | 1,188,658 | 1,212,431 | 1,236,679 | 1,261,413 | 1,286,641 |
| Replacement Reserves | 300 | 279,645 | 288,034 | 296,675 | 305,576 | 314,743 | 324,185 | 333,911 | 343,928 | 354,246 | 364,873 | 375,819 | 387,084 | 398,707 | 410,668 |
| Bond Trustee Fee | 15 | 13,982 | 14,402 | 14,834 | 15,279 | 15,737 | 16,209 | 16,696 | 17,196 | 17,712 | 18,244 | 18,791 | 19,355 | 19,935 | 20,533 |
| HFA Compliance Monitoring Fee | 30 | 28,003 | 29,068 | 29,668 | 30,558 | 31,474 | 32,419 | 33,391 | 34,393 | 35,425 | 36,487 | 37,562 | 38,709 | 39,871 | 41,067 |
| Total Operating Expenses | 6,174,338 | 5,949,917 | 6,130,366 | 6,316,132 | 6,507,268 | 6,702,702 | 6,902,307 | 7,106,395 | 7,315,144 | 7,528,641 | 7,746,925 | 7,970,267 | 8,203,892 | 8,447,849 | 8,692,315 |
| Net Operating Income | \$ 13,327,928 | \$ 13,643,494 | \$ 13,759,792 | \$ 13,979,830 | \$ 14,202,613 | \$ 14,286,376 | \$ 14,737,079 | \$ 14,966,373 | \$ 15,198,289 | \$ 15,198,289 | \$ 15,432,821 | \$ 15,669,961 | \$ 16,909,688 | \$ 16,162,019 | \$ 16,396,911 |
| First Mortgage Debt Service | (11,302,581) |
| Cash Flow | \$ 2,025,347 | \$ 2,235,914 | \$ 2,457,212 | \$ 2,677,249 | \$ 2,900,032 | \$ 2,983,795 | \$ 3,207,832 | \$ 3,434,499 | \$ 3,663,792 | \$ 3,896,708 | \$ 4,130,240 | \$ 4,367,380 | \$ 4,607,117 | \$ 4,849,439 | \$ 5,094,331 |
| * Assumes 75% ad valorem tax exemption for 120% AMI workforce units, pursuant to Senate Bill 102. | | | | | | | | | | | | | | | |
| Debt Service Coverage | 1.16x | 1.20x | 1.23x | 1.24x | 1.26x | 1.26x | 1.28x | 1.30x | 1.32x | 1.34x | 1.37x | 1.39x | 1.41x | 1.43x | 1.45x |
| Asset Management Fee | (24,000) | (24,720) | (25,462) | (26,225) | (27,012) | (27,823) | (28,657) | (29,517) | (30,402) | (31,315) | (32,254) | (33,222) | (34,218) | (35,245) | (36,302) |
| Partnership Administration Fee | (1,977,347) | (1,977,347) | (1,977,347) | (1,977,347) | (1,977,347) | (1,977,347) | (1,977,347) | (1,977,347) | (1,977,347) | (1,977,347) | (1,977,347) | (1,977,347) | (1,977,347) | (1,977,347) | (1,977,347) |
| Deferred Developer Fee | | | | | | | | | | | | | | | |
| Ground Lease Note & Accrued Interest | | | | | | | | | | | | | | | |
| Cash Flow for Distribution | \$ 533,204 | \$ 557,143 | \$ 731,887 | \$ 787,439 | \$ 853,802 | \$ 878,446 | \$ 945,155 | \$ 1,011,864 | \$ 1,089,446 | \$ 1,177,903 | \$ 1,267,346 | \$ 1,367,785 | \$ 1,469,228 | \$ 1,571,675 | \$ 1,675,126 |
| DDF to County (30%) | | | | | | | | | | | | | | | |
| DDF to Co-Developers (70%) | | | | | | | | | | | | | | | |
| Cash Flow Distributions | \$ 1,384,143 | \$ 1,533,332 | \$ 1,684,402 | \$ 1,837,359 | \$ 1,992,205 | \$ 2,049,705 | \$ 2,205,362 | \$ 2,362,627 | \$ 2,521,522 | \$ 2,682,067 | \$ 2,844,262 | \$ 3,008,117 | \$ 3,173,642 | \$ 3,340,747 | \$ 3,509,423 |
| 10% to LIHTC Investor | | | | | | | | | | | | | | | |
| Net Cash Flow | \$ 1,384,143 | \$ 1,533,332 | \$ 1,684,402 | \$ 1,837,359 | \$ 1,992,205 | \$ 2,049,705 | \$ 2,205,362 | \$ 2,362,627 | \$ 2,521,522 | \$ 2,682,067 | \$ 2,844,262 | \$ 3,008,117 | \$ 3,173,642 | \$ 3,340,747 | \$ 3,509,423 |
| Net Cash Flow to County (30%) | \$ 415,243 | \$ 459,999 | \$ 625,321 | \$ 671,208 | \$ 737,461 | \$ 747,816 | \$ 796,609 | \$ 848,588 | \$ 904,926 | \$ 971,820 | \$ 1,040,299 | \$ 1,110,438 | \$ 1,182,234 | \$ 1,255,721 | \$ 1,330,927 |
| Net Cash Flow to County, GP & Non-LIHTC LP (70%) | \$ 968,899 | \$ 1,073,333 | \$ 1,059,081 | \$ 1,166,151 | \$ 1,254,744 | \$ 1,301,889 | \$ 1,408,753 | \$ 1,514,039 | \$ 1,616,596 | \$ 1,710,247 | \$ 1,803,963 | \$ 1,897,679 | \$ 1,991,408 | \$ 2,085,026 | \$ 2,178,496 |
| Rent Schedule * | | | | | | | | | | | | | | | |
| 1 Bedroom WORKFORCE | 99 | 99 | 99 | 99 | 99 | 99 | 99 | 99 | 99 | 99 | 99 | 99 | 99 | 99 | 99 |
| 1 Bedroom 80% AMI | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 |
| 1 Bedroom 60% AMI | 136 | 136 | 136 | 136 | 136 | 136 | 136 | 136 | 136 | 136 | 136 | 136 | 136 | 136 | 136 |
| 1 Bedroom 30% AMI | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 |
| 2 Bedroom WORKFORCE | 37 | 37 | 37 | 37 | 37 | 37 | 37 | 37 | 37 | 37 | 37 | 37 | 37 | 37 | 37 |
| 2 Bedroom 80% AMI | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 |
| 2 Bedroom 60% AMI | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 |
| 2 Bedroom 30% AMI (S-18 Rent) | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| 2 Bedroom 30% AMI (S-19 Rent) | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 | 33 |
| 2 Bedroom 30% AMI (RAD Rent) | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| 3 Bedroom WORKFORCE | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 32 |
| 3 Bedroom 80% AMI | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 |
| 3 Bedroom 60% AMI (S-18 Rent) | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 |
| 3 Bedroom 60% AMI (S-19 Rent) | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 |
| 3 Bedroom 30% AMI (RAD Rent) | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| 4 Bedroom WORKFORCE | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 |
| 4 Bedroom 80% AMI | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 |
| 4 Bedroom 60% AMI | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 |
| 4 Bedroom 30% AMI | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 |
| Total Units | 905 |

* Rent Assumptions PHCD-Published RAD Rents & Payment Standard, and 2025 FHFC Rent Limits. It is assumed that 90% (129 of 144) of the RAD units have Payment Standard rents. Utility Allowances are for Miami-Dade County, effective January, 2024. Highly Confidential

INTERURBAN, LLC

| Year 16 | Year 17 | Year 18 | Year 19 | Year 20 | Year 21 | Year 22 | Year 23 | Year 24 | Year 25 | Year 26 | Year 27 | Year 28 | Year 29 | Year 30 | Year 31 | Year 32 | Year 33 | Year 34 |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| 27,166,476 | 27,709,806 | 28,264,002 | 28,829,282 | 29,405,868 | 29,993,985 | 30,593,865 | 31,205,742 | 31,829,857 | 32,466,454 | 33,115,783 | 33,778,099 | 34,453,861 | 35,142,794 | 35,845,588 | 36,562,500 | 37,293,750 | 38,039,825 | 38,800,418 |
| 487,204 | 496,948 | 506,887 | 517,025 | 527,366 | 537,913 | 548,671 | 559,645 | 570,888 | 582,254 | 593,899 | 605,777 | 617,893 | 630,251 | 642,866 | 655,713 | 668,927 | 682,204 | 695,648 |
| 289,174 | 274,557 | 280,048 | 285,649 | 291,362 | 297,189 | 303,133 | 309,196 | 315,380 | 321,687 | 328,121 | 334,684 | 341,377 | 348,205 | 355,169 | 362,272 | 369,518 | 376,908 | 384,446 |
| (1,575,371) | (1,708,879) | (1,783,056) | (1,777,917) | (1,813,476) | (1,849,745) | (1,886,740) | (1,924,475) | (1,962,964) | (2,002,224) | (2,042,268) | (2,083,114) | (2,124,776) | (2,167,271) | (2,210,617) | (2,254,829) | (2,299,926) | (2,345,924) | (2,392,843) |
| 26,247,883 | 26,772,433 | 27,307,881 | 27,854,039 | 28,411,120 | 28,979,242 | 29,558,929 | 30,150,108 | 30,753,110 | 31,368,172 | 31,995,635 | 32,635,446 | 33,288,155 | 33,953,918 | 34,632,996 | 35,326,656 | 36,032,169 | 36,752,813 | 37,487,869 |
| 422,988 | 435,678 | 448,748 | 462,211 | 476,077 | 490,359 | 505,070 | 520,222 | 535,829 | 551,904 | 568,461 | 585,515 | 603,080 | 621,172 | 639,808 | 659,002 | 678,772 | 699,135 | 720,109 |
| 1,409,961 | 1,452,259 | 1,495,827 | 1,540,702 | 1,586,923 | 1,634,331 | 1,683,067 | 1,734,074 | 1,786,096 | 1,839,679 | 1,894,868 | 1,951,715 | 2,010,287 | 2,070,575 | 2,132,692 | 2,196,673 | 2,262,573 | 2,330,450 | 2,400,363 |
| 704,990 | 726,130 | 747,914 | 770,351 | 793,461 | 817,265 | 841,783 | 867,037 | 893,048 | 919,839 | 947,435 | 975,658 | 1,005,133 | 1,035,287 | 1,066,346 | 1,098,338 | 1,131,286 | 1,165,225 | 1,200,182 |
| 599,233 | 617,210 | 635,727 | 654,798 | 674,442 | 694,676 | 715,516 | 736,981 | 759,091 | 781,863 | 805,319 | 829,479 | 854,393 | 879,994 | 903,386 | 923,588 | 941,593 | 960,441 | 1,020,154 |
| 704,990 | 726,130 | 747,914 | 770,351 | 793,461 | 817,265 | 841,783 | 867,037 | 893,048 | 919,839 | 947,435 | 975,658 | 1,005,133 | 1,035,287 | 1,066,346 | 1,098,338 | 1,131,286 | 1,165,225 | 1,200,182 |
| 387,739 | 399,371 | 411,352 | 423,683 | 436,404 | 449,496 | 462,981 | 476,870 | 491,176 | 505,912 | 521,089 | 536,722 | 552,823 | 569,408 | 586,408 | 604,085 | 622,207 | 640,874 | 660,100 |
| 2,114,941 | 2,178,389 | 2,243,741 | 2,311,053 | 2,380,384 | 2,451,796 | 2,525,350 | 2,601,110 | 2,679,144 | 2,759,518 | 2,842,304 | 2,927,573 | 3,015,400 | 3,105,862 | 3,199,038 | 3,295,009 | 3,393,859 | 3,495,675 | 3,600,545 |
| 1,459,493 | 1,503,278 | 1,548,376 | 1,594,828 | 1,642,672 | 1,691,953 | 1,742,711 | 1,794,993 | 1,848,842 | 1,904,308 | 1,961,437 | 2,020,280 | 2,080,888 | 2,143,315 | 2,207,614 | 2,273,843 | 2,343,058 | 2,412,320 | 2,484,689 |
| 1,312,374 | 1,338,622 | 1,365,394 | 1,392,702 | 1,420,556 | 1,448,967 | 1,477,946 | 1,507,505 | 1,537,655 | 1,568,409 | 1,599,777 | 1,631,772 | 1,664,408 | 1,697,696 | 1,731,650 | 1,766,283 | 1,801,608 | 1,837,641 | 1,874,393 |
| 422,988 | 435,678 | 448,748 | 462,211 | 476,077 | 490,359 | 505,070 | 520,222 | 535,829 | 551,904 | 568,461 | 585,515 | 603,080 | 621,172 | 639,808 | 659,002 | 678,772 | 699,135 | 720,109 |
| 21,148 | 21,784 | 22,437 | 23,111 | 23,804 | 24,518 | 25,253 | 26,011 | 26,791 | 27,585 | 28,423 | 29,276 | 30,154 | 31,059 | 31,980 | 32,950 | 33,939 | 34,957 | 36,005 |
| 42,239 | 43,568 | 44,875 | 46,221 | 47,608 | 49,036 | 50,507 | 52,022 | 53,583 | 55,190 | 56,846 | 58,551 | 60,308 | 62,117 | 63,981 | 65,900 | 67,877 | 69,913 | 72,011 |
| 9,803,126 | 9,878,096 | 10,161,063 | 10,462,230 | 10,761,870 | 11,069,221 | 11,377,538 | 11,704,084 | 12,040,132 | 12,385,969 | 12,741,864 | 13,108,112 | 13,485,037 | 13,872,945 | 14,272,166 | 14,683,004 | 15,105,331 | 15,540,990 | 15,988,844 |
| 16,844,357 | 16,894,337 | 17,146,829 | 17,401,809 | 17,669,249 | 17,919,121 | 18,181,391 | 18,446,023 | 18,712,978 | 18,982,213 | 19,253,681 | 19,627,334 | 19,803,117 | 20,080,973 | 20,360,840 | 20,642,662 | 20,928,338 | 21,217,823 | 21,499,026 |
| (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) |
| \$ 5,341,776 | \$ 5,591,756 | \$ 5,844,248 | \$ 6,099,228 | \$ 6,356,669 | \$ 6,615,541 | \$ 6,878,810 | \$ 7,143,442 | \$ 7,410,397 | \$ 7,679,632 | \$ 7,951,101 | \$ 8,224,763 | \$ 8,500,637 | \$ 8,778,393 | \$ 9,058,260 | \$ 9,340,072 | \$ 9,623,767 | \$ 9,909,242 | \$ 10,196,445 |
| 1,47x | 1,49x | 1,52x | 1,54x | 1,56x | 1,59x | 1,61x | 1,63x | 1,65x | 1,68x | 1,70x | 1,73x | 1,75x | 1,78x | 1,80x | 1,83x | 1,85x | 1,88x | 1,90x |
| (37,391) | (38,513) | (39,668) | (40,858) | (42,084) | (43,347) | (44,647) | (45,986) | (47,366) | (48,787) | (50,251) | (51,758) | (53,311) | (54,910) | (56,558) | (58,254) | (60,002) | (61,802) | (63,656) |
| (37,391) | (38,513) | (39,668) | (40,858) | (42,084) | (43,347) | (44,647) | (45,986) | (47,366) | (48,787) | (50,251) | (51,758) | (53,311) | (54,910) | (56,558) | (58,254) | (60,002) | (61,802) | (63,656) |
| 5,266,994 | 5,514,730 | 5,764,911 | 6,017,511 | 6,272,500 | 6,529,847 | 6,789,516 | 7,051,469 | 7,316,665 | 7,582,066 | 7,850,599 | 8,121,237 | 8,393,915 | 8,668,672 | 8,945,145 | 9,223,663 | 9,503,764 | 9,785,638 | \$ 10,069,133 |
| (526,699) | (551,473) | (576,491) | (601,751) | (627,250) | (652,985) | (678,952) | (705,147) | (731,566) | (758,206) | (785,089) | (812,124) | (839,391) | (866,857) | (894,514) | (922,356) | (950,379) | (978,564) | (1,006,913) |
| 4,740,294 | 4,863,257 | 5,188,420 | 5,416,760 | 5,646,250 | 5,876,863 | 6,110,565 | 6,346,322 | 6,584,098 | 6,823,862 | 7,065,539 | 7,309,113 | 7,554,523 | 7,801,715 | 8,050,630 | 8,301,207 | 8,553,378 | 8,807,074 | 9,062,219 |
| \$ 1,422,088 | \$ 1,488,977 | \$ 1,556,326 | \$ 1,624,728 | \$ 1,693,575 | \$ 1,763,059 | \$ 1,833,169 | \$ 1,903,897 | \$ 1,975,230 | \$ 2,047,166 | \$ 2,119,642 | \$ 2,192,734 | \$ 2,266,357 | \$ 2,340,515 | \$ 2,415,189 | \$ 2,490,382 | \$ 2,566,013 | \$ 2,642,122 | \$ 2,718,665 |
| \$ 3,318,206 | \$ 3,478,811 | \$ 3,631,894 | \$ 3,791,032 | \$ 3,951,675 | \$ 4,113,804 | \$ 4,277,395 | \$ 4,442,426 | \$ 4,608,869 | \$ 4,776,696 | \$ 4,945,878 | \$ 5,116,379 | \$ 5,288,166 | \$ 5,461,201 | \$ 5,635,441 | \$ 5,810,845 | \$ 5,987,365 | \$ 6,164,952 | \$ 6,343,554 |

MDC089

Highly Confidential

4/23/2025

INTERURBAN, LLC

| | Year 35 | Year 36 | Year 37 | Year 38 | Year 39 | Year 40 | Year 41 | Year 42 | Year 43 | Year 44 | Year 45 | Year 46 | Year 47 | Year 48 | Year 49 | Year 50 | Year 51 | Year 52 | Year 53 |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------|
| 39,576,426 | 40,367,955 | 41,175,314 | 41,999,820 | 42,838,796 | 43,695,572 | 44,569,484 | 45,460,873 | 46,370,091 | 47,297,493 | 48,243,443 | 49,208,311 | 50,192,478 | 51,196,327 | 52,220,254 | 53,264,659 | 54,329,952 | 55,416,551 | 56,524,882 | |
| 709,765 | 723,960 | 738,439 | 753,208 | 768,272 | 783,638 | 799,310 | 815,297 | 831,602 | 848,235 | 865,199 | 882,503 | 900,153 | 918,156 | 936,519 | 955,250 | 974,355 | 993,842 | 1,013,719 | |
| 392,135 | 399,978 | 407,977 | 416,137 | 424,466 | 432,949 | 441,608 | 450,440 | 459,449 | 468,638 | 478,011 | 487,571 | 497,322 | 507,269 | 517,414 | 527,762 | 538,318 | 549,084 | 560,066 | |
| (2,440,700) | (2,489,514) | (2,539,304) | (2,590,090) | (2,641,892) | (2,694,730) | (2,748,624) | (2,803,587) | (2,859,669) | (2,916,862) | (2,975,189) | (3,034,703) | (3,095,397) | (3,157,305) | (3,220,451) | (3,284,860) | (3,350,557) | (3,417,569) | (3,485,920) | |
| 38,237,626 | 39,002,379 | 39,782,427 | 40,579,076 | 41,389,837 | 42,217,429 | 43,064,776 | 43,923,013 | 44,801,474 | 45,697,603 | 46,611,453 | 47,543,892 | 48,494,566 | 49,464,447 | 50,453,736 | 51,462,811 | 52,492,067 | 53,541,908 | 54,612,747 | |
| 741,712 | 763,964 | 786,883 | 810,489 | 834,804 | 859,848 | 885,643 | 912,213 | 939,579 | 967,766 | 996,799 | 1,026,703 | 1,057,504 | 1,089,230 | 1,121,906 | 1,155,564 | 1,190,230 | 1,225,937 | 1,262,716 | |
| 2,472,374 | 2,546,946 | 2,622,942 | 2,701,630 | 2,782,879 | 2,866,159 | 2,952,144 | 3,040,709 | 3,131,930 | 3,225,888 | 3,322,664 | 3,422,344 | 3,525,015 | 3,630,765 | 3,739,688 | 3,851,879 | 3,967,435 | 4,086,458 | 4,209,052 | |
| 1,236,187 | 1,273,273 | 1,311,471 | 1,350,815 | 1,391,340 | 1,433,080 | 1,476,072 | 1,520,304 | 1,565,965 | 1,613,332 | 1,661,332 | 1,711,172 | 1,762,507 | 1,815,339 | 1,869,844 | 1,925,939 | 1,983,717 | 2,043,229 | 2,104,529 | |
| 1,056,759 | 1,082,282 | 1,114,518 | 1,148,193 | 1,182,639 | 1,218,118 | 1,254,661 | 1,292,301 | 1,331,070 | 1,371,002 | 1,411,132 | 1,453,075 | 1,496,966 | 1,543,075 | 1,589,367 | 1,637,048 | 1,686,160 | 1,736,745 | 1,788,847 | |
| 1,236,187 | 1,273,273 | 1,311,471 | 1,350,815 | 1,391,340 | 1,433,080 | 1,476,072 | 1,520,304 | 1,565,965 | 1,613,332 | 1,661,332 | 1,711,172 | 1,762,507 | 1,815,339 | 1,869,844 | 1,925,939 | 1,983,717 | 2,043,229 | 2,104,529 | |
| 679,903 | 700,300 | 721,309 | 742,948 | 765,237 | 788,194 | 811,840 | 836,195 | 861,281 | 887,119 | 913,733 | 941,145 | 969,267 | 998,460 | 1,028,414 | 1,059,267 | 1,091,045 | 1,123,776 | 1,157,489 | |
| 3,708,561 | 3,819,618 | 3,934,413 | 4,052,445 | 4,174,019 | 4,299,239 | 4,428,216 | 4,561,063 | 4,697,996 | 4,838,832 | 4,983,996 | 5,133,513 | 5,287,522 | 5,446,148 | 5,609,532 | 5,777,818 | 5,951,152 | 6,129,687 | 6,313,578 | |
| 2,559,230 | 2,636,007 | 2,715,087 | 2,796,540 | 2,880,436 | 2,966,849 | 3,055,855 | 3,147,530 | 3,240,956 | 3,339,391 | 3,439,391 | 3,542,573 | 3,648,850 | 3,758,316 | 3,871,085 | 3,987,197 | 4,106,813 | 4,230,017 | 4,356,918 | |
| 1,911,881 | 1,950,119 | 1,989,121 | 2,028,904 | 2,069,482 | 2,110,871 | 2,153,089 | 2,196,151 | 2,240,074 | 2,284,875 | 2,330,573 | 2,377,184 | 2,424,728 | 2,472,722 | 2,522,567 | 2,573,141 | 2,624,603 | 2,677,095 | 2,730,637 | |
| 741,712 | 763,964 | 786,883 | 810,489 | 834,804 | 859,848 | 885,643 | 912,213 | 939,579 | 967,766 | 996,799 | 1,026,703 | 1,057,504 | 1,089,230 | 1,121,906 | 1,155,564 | 1,190,230 | 1,225,937 | 1,262,716 | |
| 37,086 | 38,198 | 39,344 | 40,524 | 41,740 | 42,992 | 44,282 | 45,611 | 46,979 | 48,388 | 49,840 | 51,335 | 52,875 | 54,461 | 56,095 | 57,778 | 59,512 | 61,297 | 63,136 | |
| 74,171 | 76,996 | 78,688 | 81,049 | 83,480 | 85,988 | 88,564 | 91,221 | 93,958 | 96,777 | 99,680 | 102,670 | 105,750 | 108,923 | 112,191 | 115,556 | 119,023 | 122,594 | 126,272 | |
| 16,449,766 | 16,924,139 | 17,412,362 | 17,914,842 | 18,431,998 | 18,964,263 | 19,512,082 | 20,076,914 | 20,659,230 | 21,253,516 | 21,869,273 | 22,501,015 | 23,152,274 | 23,822,995 | 24,512,540 | 25,222,989 | 25,963,639 | 26,706,002 | 27,480,411 | |
| 21,787,862 | 22,076,240 | 22,370,065 | 22,663,233 | 22,957,639 | 23,253,166 | 23,549,696 | 23,847,100 | 24,145,244 | 24,443,987 | 24,743,181 | 25,042,667 | 25,342,282 | 25,641,853 | 25,941,196 | 26,240,121 | 26,538,428 | 26,836,906 | 27,132,338 | |
| (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | |
| \$10,485,281 | \$10,775,659 | \$11,067,484 | \$11,360,663 | \$11,655,058 | \$11,950,586 | \$12,247,115 | \$12,544,519 | \$12,842,663 | \$13,141,407 | \$13,440,600 | \$13,740,087 | \$14,039,702 | \$14,339,272 | \$14,638,615 | \$14,937,641 | \$15,236,848 | \$15,533,326 | \$15,829,755 | |
| 1.93x | 1.95x | 1.98x | 2.01x | 2.03x | 2.06x | 2.08x | 2.11x | 2.14x | 2.16x | 2.18x | 2.21x | 2.24x | 2.27x | 2.30x | 2.32x | 2.35x | 2.37x | 2.40x | |
| (65,566) | (67,533) | (69,559) | (71,645) | (73,795) | (76,009) | (78,289) | (80,639) | (83,057) | (85,548) | (88,115) | (90,758) | (93,481) | (96,285) | (99,174) | (102,148) | (105,214) | (108,370) | (111,621) | |
| (65,566) | (67,533) | (69,559) | (71,645) | (73,795) | (76,009) | (78,289) | (80,639) | (83,057) | (85,548) | (88,115) | (90,758) | (93,481) | (96,285) | (99,174) | (102,148) | (105,214) | (108,370) | (111,621) | |

| | | | | | | | | | | | | | | | | | | | |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--|
| 10,364,149 | 10,640,594 | 10,928,366 | 11,217,362 | 11,607,468 | 11,998,568 | 12,090,637 | 12,383,244 | 12,676,560 | 12,970,310 | 13,264,370 | 13,558,570 | 13,852,740 | 14,146,701 | 14,440,267 | 14,733,242 | 15,025,420 | 15,316,585 | 15,606,512 | |
| \$10,364,149 | \$10,640,594 | \$10,928,366 | \$11,217,362 | \$11,607,468 | \$11,998,568 | \$12,090,637 | \$12,383,244 | \$12,676,560 | \$12,970,310 | \$13,264,370 | \$13,558,570 | \$13,852,740 | \$14,146,701 | \$14,440,267 | \$14,733,242 | \$15,025,420 | \$15,316,585 | \$15,606,512 | |
| (1,036,415) | (1,064,059) | (1,092,837) | (1,121,736) | (1,150,747) | (1,179,857) | (1,209,054) | (1,238,324) | (1,267,655) | (1,297,031) | (1,326,437) | (1,355,857) | (1,385,274) | (1,414,670) | (1,444,027) | (1,473,324) | (1,502,542) | (1,531,659) | (1,560,651) | |
| 9,318,734 | 9,576,534 | 9,835,530 | 10,095,626 | 10,356,722 | 10,618,712 | 10,881,484 | 11,144,919 | 11,409,895 | 11,673,279 | 11,937,933 | 12,202,713 | 12,467,466 | 12,732,031 | 12,996,240 | 13,259,918 | 13,523,878 | 13,788,927 | 14,045,861 | |
| \$2,785,620 | \$2,872,960 | \$2,960,659 | \$3,049,628 | \$3,139,868 | \$3,231,388 | \$3,324,194 | \$3,418,294 | \$3,513,694 | \$3,610,394 | \$3,708,394 | \$3,807,694 | \$3,908,294 | \$4,009,194 | \$4,110,294 | \$4,211,494 | \$4,313,794 | \$4,417,194 | \$4,521,694 | |
| \$6,523,114 | \$6,703,574 | \$6,884,871 | \$7,066,938 | \$7,249,705 | \$7,433,098 | \$7,617,038 | \$7,801,444 | \$7,986,226 | \$8,171,294 | \$8,356,563 | \$8,541,899 | \$8,727,226 | \$8,912,422 | \$9,097,368 | \$9,281,943 | \$9,466,015 | \$9,649,449 | \$9,832,103 | |

INTERURBAN, LLC

| Year 54 | Year 55 | Year 56 | Year 57 | Year 58 | Year 59 | Year 60 | Year 61 | Year 62 | Year 63 | Year 64 | Year 65 | Year 66 | Year 67 | Year 68 | Year 69 | Year 70 | Year 71 |
|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 57,655,380 | 58,808,487 | 59,884,657 | 61,184,350 | 62,408,037 | 63,656,198 | 64,929,322 | 66,227,908 | 67,552,466 | 68,903,516 | 70,281,586 | 71,687,218 | 73,120,982 | 74,589,381 | 76,075,049 | 77,586,550 | 79,148,481 | 80,731,451 |
| 1,033,983 | 1,054,673 | 1,075,767 | 1,097,282 | 1,119,227 | 1,141,612 | 1,164,444 | 1,187,733 | 1,211,488 | 1,235,718 | 1,260,432 | 1,285,641 | 1,311,353 | 1,337,580 | 1,364,332 | 1,391,619 | 1,419,451 | 1,447,840 |
| 571,287 | 582,692 | 594,346 | 606,233 | 618,358 | 630,725 | 643,339 | 656,206 | 669,371 | 682,717 | 696,371 | 710,299 | 724,505 | 738,995 | 753,775 | 768,850 | 784,227 | 799,912 |
| (3,555,638) | (3,626,751) | (3,699,286) | (3,773,272) | (3,848,737) | (3,925,712) | (4,004,226) | (4,084,311) | (4,165,987) | (4,249,317) | (4,334,303) | (4,420,989) | (4,509,409) | (4,599,597) | (4,691,589) | (4,785,421) | (4,881,130) | (4,978,752) |
| 55,705,001 | 56,819,101 | 57,855,483 | 59,114,593 | 60,296,855 | 61,502,823 | 62,732,879 | 63,987,637 | 65,267,287 | 66,572,633 | 67,904,086 | 69,262,168 | 70,647,411 | 72,060,369 | 73,501,666 | 74,971,698 | 76,471,030 | 78,000,450 |
| 1,300,597 | 1,339,615 | 1,379,803 | 1,421,197 | 1,463,833 | 1,507,748 | 1,552,881 | 1,599,570 | 1,647,557 | 1,696,984 | 1,747,894 | 1,800,330 | 1,854,340 | 1,909,971 | 1,967,270 | 2,026,288 | 2,087,076 | 2,149,689 |
| 4,335,323 | 4,485,363 | 4,599,344 | 4,737,325 | 4,879,445 | 5,025,828 | 5,176,603 | 5,331,901 | 5,491,858 | 5,656,614 | 5,826,312 | 6,001,101 | 6,181,134 | 6,366,568 | 6,557,565 | 6,754,292 | 6,956,921 | 7,165,629 |
| 2,167,662 | 2,232,691 | 2,299,672 | 2,368,662 | 2,439,722 | 2,512,914 | 2,588,301 | 2,665,950 | 2,745,929 | 2,828,307 | 2,913,156 | 3,000,551 | 3,090,572 | 3,183,284 | 3,278,783 | 3,377,146 | 3,478,461 | 3,582,814 |
| 1,842,512 | 1,897,788 | 1,954,721 | 2,013,363 | 2,073,764 | 2,135,977 | 2,200,056 | 2,266,058 | 2,334,040 | 2,404,061 | 2,476,183 | 2,550,468 | 2,626,982 | 2,705,792 | 2,786,965 | 2,870,574 | 2,956,692 | 3,045,392 |
| 2,167,662 | 2,232,691 | 2,299,672 | 2,368,662 | 2,439,722 | 2,512,914 | 2,588,301 | 2,665,950 | 2,745,929 | 2,828,307 | 2,913,156 | 3,000,551 | 3,090,572 | 3,183,284 | 3,278,783 | 3,377,146 | 3,478,461 | 3,582,814 |
| 1,192,214 | 1,227,980 | 1,264,820 | 1,302,764 | 1,341,847 | 1,382,103 | 1,423,566 | 1,466,273 | 1,510,262 | 1,556,569 | 1,602,236 | 1,650,303 | 1,699,812 | 1,750,806 | 1,803,331 | 1,857,439 | 1,913,153 | 1,970,548 |
| 6,502,985 | 6,698,074 | 6,899,017 | 7,105,987 | 7,319,167 | 7,538,742 | 7,764,904 | 7,997,851 | 8,237,787 | 8,484,920 | 8,739,468 | 9,001,652 | 9,271,702 | 9,549,853 | 9,836,348 | 10,131,439 | 10,435,382 | 10,748,443 |
| 4,487,626 | 4,622,254 | 4,760,922 | 4,903,750 | 5,050,862 | 5,202,368 | 5,358,460 | 5,519,213 | 5,684,790 | 5,855,353 | 6,030,993 | 6,211,923 | 6,398,281 | 6,590,229 | 6,787,936 | 6,991,574 | 7,201,322 | 7,417,361 |
| 2,785,250 | 2,840,955 | 2,897,774 | 2,955,730 | 3,014,844 | 3,075,141 | 3,136,644 | 3,199,377 | 3,263,384 | 3,328,692 | 3,395,204 | 3,463,108 | 3,532,371 | 3,603,018 | 3,675,078 | 3,748,560 | 3,823,551 | 3,900,023 |
| 1,300,597 | 1,339,615 | 1,379,803 | 1,421,197 | 1,463,833 | 1,507,748 | 1,552,881 | 1,599,570 | 1,647,557 | 1,696,984 | 1,747,894 | 1,800,330 | 1,854,340 | 1,909,971 | 1,967,270 | 2,026,288 | 2,087,076 | 2,149,689 |
| 65,030 | 66,961 | 68,990 | 71,060 | 73,182 | 75,357 | 77,648 | 79,979 | 82,378 | 84,849 | 87,395 | 90,017 | 92,717 | 95,499 | 98,363 | 101,314 | 104,354 | 107,484 |
| 130,060 | 133,961 | 137,980 | 142,120 | 146,383 | 150,775 | 155,298 | 159,957 | 164,756 | 169,688 | 174,789 | 180,033 | 185,434 | 190,997 | 196,727 | 202,629 | 208,708 | 214,969 |
| 28,277,517 | 29,097,990 | 29,842,520 | 30,811,818 | 31,706,615 | 32,627,665 | 33,575,744 | 34,551,650 | 35,566,206 | 36,590,268 | 37,664,679 | 38,769,368 | 39,878,248 | 41,039,271 | 42,234,419 | 43,464,701 | 44,731,166 | 46,034,665 |
| 27,427,484 | 27,721,112 | 28,012,963 | 28,302,776 | 28,590,270 | 28,876,168 | 29,167,136 | 29,436,887 | 29,711,082 | 29,982,376 | 30,249,407 | 30,511,800 | 30,769,163 | 31,021,088 | 31,267,147 | 31,506,997 | 31,739,873 | 31,966,696 |
| (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) |
| \$ 16,124,904 | \$ 16,418,631 | \$ 16,710,383 | \$ 17,000,196 | \$ 17,287,689 | \$ 17,572,577 | \$ 17,854,555 | \$ 18,133,306 | \$ 18,408,501 | \$ 18,679,795 | \$ 18,946,826 | \$ 19,209,219 | \$ 19,466,583 | \$ 19,718,507 | \$ 19,964,566 | \$ 20,204,316 | \$ 20,437,293 | \$ 20,663,014 |
| 2,43x | 2,45x | 2,48x | 2,50x | 2,53x | 2,55x | 2,58x | 2,60x | 2,63x | 2,65x | 2,68x | 2,70x | 2,72x | 2,74x | 2,77x | 2,79x | 2,81x | 2,83x |
| (114,970) | (118,419) | (121,972) | (125,631) | (129,400) | (133,282) | (137,280) | (141,398) | (145,640) | (150,010) | (154,510) | (159,145) | (163,920) | (168,837) | (173,802) | (178,119) | (184,483) | (180,028) |
| (114,970) | (118,419) | (121,972) | (125,631) | (129,400) | (133,282) | (137,280) | (141,398) | (145,640) | (150,010) | (154,510) | (159,145) | (163,920) | (168,837) | (173,802) | (178,119) | (184,483) | (180,028) |
| 15,894,964 | 16,191,693 | 16,466,440 | 16,748,933 | 17,028,890 | 17,306,014 | 17,579,995 | 17,860,509 | 18,147,221 | 18,379,775 | 18,637,806 | 18,890,929 | 19,138,744 | 19,380,833 | 19,616,762 | 19,846,077 | 20,068,307 | 20,282,989 |
| (1,589,496) | (1,618,169) | (1,646,644) | (1,674,893) | (1,702,869) | (1,730,601) | (1,757,999) | (1,785,051) | (1,811,722) | (1,837,978) | (1,863,781) | (1,889,093) | (1,913,874) | (1,938,083) | (1,961,676) | (1,984,609) | (2,006,837) | (2,028,296) |
| 14,305,468 | 14,563,624 | 14,819,796 | 15,074,040 | 15,326,001 | 15,576,412 | 15,821,995 | 16,066,459 | 16,306,499 | 16,541,798 | 16,774,025 | 17,007,836 | 17,224,869 | 17,442,760 | 17,656,086 | 17,861,470 | 18,061,478 | 18,254,663 |
| \$ 4,291,640 | \$ 4,369,067 | \$ 4,445,339 | \$ 4,522,212 | \$ 4,597,900 | \$ 4,672,524 | \$ 4,746,999 | \$ 4,819,638 | \$ 4,891,650 | \$ 4,962,839 | \$ 5,032,208 | \$ 5,100,551 | \$ 5,167,461 | \$ 5,232,825 | \$ 5,298,525 | \$ 5,356,441 | \$ 5,418,443 | \$ 5,475,399 |
| \$ 10,013,827 | \$ 10,194,466 | \$ 10,373,857 | \$ 10,551,828 | \$ 10,728,201 | \$ 10,902,789 | \$ 11,075,397 | \$ 11,245,821 | \$ 11,413,849 | \$ 11,579,259 | \$ 11,741,818 | \$ 11,901,285 | \$ 12,057,408 | \$ 12,209,925 | \$ 12,358,560 | \$ 12,503,029 | \$ 12,643,033 | \$ 12,778,264 |

MDC091

Highly Confidential

4/23/2025

INTERURBAN, LLC

| Year 72 | Year 73 | Year 74 | Year 75 | Year 76 | Year 77 | Year 78 | Year 79 | Year 80 | Year 81 | Year 82 | Year 83 | Year 84 | Year 85 | Year 86 | Year 87 | Year 88 | Year 89 |
|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 82,346,080 | 83,983,001 | 85,672,861 | 87,386,319 | 89,134,045 | 90,916,726 | 92,735,060 | 94,589,762 | 96,481,557 | 98,411,188 | 100,379,412 | 102,387,000 | 104,434,740 | 106,523,435 | 108,653,903 | 110,826,981 | 113,043,521 | 115,304,392 |
| 1,476,797 | 1,506,353 | 1,536,459 | 1,567,189 | 1,598,532 | 1,630,503 | 1,663,113 | 1,696,375 | 1,730,303 | 1,764,908 | 1,800,207 | 1,836,211 | 1,872,936 | 1,910,384 | 1,948,602 | 1,987,574 | 2,027,326 | 2,067,872 |
| (5,078,327) | (5,179,894) | (5,283,492) | (5,389,161) | (5,495,945) | (5,606,864) | (5,719,021) | (5,833,402) | (5,950,070) | (6,069,071) | (6,190,453) | (6,314,262) | (6,440,547) | (6,569,358) | (6,700,745) | (6,834,760) | (6,971,455) | (7,110,884) |
| 79,560,459 | 81,151,668 | 82,774,702 | 84,430,186 | 86,118,800 | 87,841,176 | 89,597,989 | 91,389,959 | 93,217,768 | 95,082,114 | 96,983,766 | 98,923,431 | 100,901,900 | 102,919,938 | 104,978,336 | 107,077,903 | 109,219,467 | 111,403,860 |
| 2,214,179 | 2,280,605 | 2,349,023 | 2,419,494 | 2,492,078 | 2,566,841 | 2,643,846 | 2,723,161 | 2,804,856 | 2,889,002 | 2,975,672 | 3,064,942 | 3,156,880 | 3,251,587 | 3,349,145 | 3,449,619 | 3,553,108 | 3,659,701 |
| 7,380,598 | 7,602,016 | 7,830,076 | 8,064,978 | 8,306,928 | 8,556,136 | 8,812,820 | 9,077,204 | 9,349,520 | 9,630,006 | 9,918,906 | 10,216,473 | 10,522,968 | 10,838,657 | 11,163,816 | 11,498,731 | 11,843,693 | 12,199,003 |
| 3,690,299 | 3,801,008 | 3,915,038 | 4,032,489 | 4,153,484 | 4,278,068 | 4,406,410 | 4,538,602 | 4,674,780 | 4,815,035 | 4,959,453 | 5,108,237 | 5,261,484 | 5,419,328 | 5,581,908 | 5,749,365 | 5,921,846 | 6,099,502 |
| 1,136,754 | 1,230,857 | 1,327,762 | 1,427,916 | 1,530,444 | 1,636,368 | 1,745,448 | 1,857,812 | 1,973,546 | 2,092,753 | 2,215,535 | 2,342,001 | 2,472,252 | 2,606,429 | 2,744,622 | 2,886,961 | 3,033,569 | 3,184,576 |
| 3,690,299 | 3,801,008 | 3,915,038 | 4,032,489 | 4,153,484 | 4,278,068 | 4,406,410 | 4,538,602 | 4,674,780 | 4,815,035 | 4,959,453 | 5,108,237 | 5,261,484 | 5,419,328 | 5,581,908 | 5,749,365 | 5,921,846 | 6,099,502 |
| 2,029,664 | 2,090,554 | 2,153,271 | 2,217,969 | 2,284,405 | 2,352,937 | 2,423,525 | 2,496,231 | 2,571,118 | 2,648,252 | 2,727,689 | 2,809,530 | 2,893,816 | 2,980,631 | 3,070,049 | 3,162,151 | 3,257,015 | 3,354,726 |
| 11,070,897 | 11,403,023 | 11,745,114 | 12,097,468 | 12,460,392 | 12,834,203 | 13,219,229 | 13,615,806 | 14,024,281 | 14,445,009 | 14,878,359 | 15,324,710 | 15,784,451 | 16,257,985 | 16,745,724 | 17,248,096 | 17,765,539 | 18,298,505 |
| 7,639,892 | 7,869,079 | 8,105,151 | 8,348,305 | 8,598,755 | 8,856,717 | 9,122,419 | 9,396,091 | 9,677,974 | 9,968,313 | 10,267,363 | 10,575,384 | 10,892,645 | 11,219,434 | 11,556,007 | 11,902,687 | 12,259,768 | 12,627,561 |
| 3,978,023 | 4,057,583 | 4,138,735 | 4,221,510 | 4,305,940 | 4,392,059 | 4,479,900 | 4,569,488 | 4,660,888 | 4,754,106 | 4,849,188 | 4,946,172 | 5,045,085 | 5,145,987 | 5,248,917 | 5,353,895 | 5,460,973 | 5,570,193 |
| 2,214,179 | 2,280,605 | 2,349,023 | 2,419,494 | 2,492,078 | 2,566,841 | 2,643,846 | 2,723,161 | 2,804,856 | 2,889,002 | 2,975,672 | 3,064,942 | 3,156,880 | 3,251,587 | 3,349,145 | 3,449,619 | 3,553,108 | 3,659,701 |
| 110,709 | 114,030 | 117,451 | 120,975 | 124,604 | 128,342 | 132,192 | 136,158 | 140,243 | 144,450 | 148,784 | 153,247 | 157,845 | 162,580 | 167,457 | 172,481 | 177,655 | 182,985 |
| 221,418 | 228,060 | 234,902 | 241,949 | 249,208 | 256,684 | 264,382 | 272,316 | 280,486 | 288,900 | 297,567 | 306,494 | 315,689 | 325,160 | 334,914 | 344,962 | 355,311 | 365,970 |
| 47,376,901 | 48,758,428 | 50,180,602 | 51,644,835 | 53,151,759 | 54,703,253 | 56,300,430 | 57,944,544 | 59,637,288 | 61,379,798 | 63,173,651 | 65,020,368 | 66,921,518 | 68,876,712 | 70,893,614 | 72,967,933 | 75,103,432 | 77,301,925 |
| 32,183,550 | 32,393,241 | 32,694,097 | 32,785,660 | 32,967,040 | 33,137,923 | 33,287,669 | 33,445,316 | 33,680,470 | 33,702,316 | 33,810,106 | 33,903,063 | 33,980,382 | 34,041,226 | 34,094,723 | 34,109,970 | 34,116,029 | 34,101,925 |
| (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) |
| \$ 20,880,978 | \$ 21,090,660 | \$ 21,291,516 | \$ 21,482,980 | \$ 21,664,460 | \$ 21,835,342 | \$ 21,994,989 | \$ 22,142,735 | \$ 22,277,890 | \$ 22,399,736 | \$ 22,507,625 | \$ 22,600,482 | \$ 22,677,801 | \$ 22,738,645 | \$ 22,792,142 | \$ 22,807,390 | \$ 22,813,449 | \$ 22,799,345 |
| 2,853x | 2,873x | 2,883x | 2,903x | 2,923x | 2,933x | 2,953x | 2,963x | 2,973x | 2,983x | 2,993x | 3,003x | 3,013x | 3,013x | 3,013x | 3,013x | 3,013x | 3,013x |
| (185,729) | (201,600) | (207,648) | (213,878) | (220,294) | (226,903) | (233,710) | (240,721) | (247,943) | (255,381) | (263,043) | (270,934) | (279,062) | (287,434) | (296,057) | (304,839) | (314,087) | (323,509) |
| (185,729) | (201,600) | (207,648) | (213,878) | (220,294) | (226,903) | (233,710) | (240,721) | (247,943) | (255,381) | (263,043) | (270,934) | (279,062) | (287,434) | (296,057) | (304,839) | (314,087) | (323,509) |
| \$ 20,489,521 | \$ 20,687,459 | \$ 20,876,220 | \$ 21,056,224 | \$ 21,223,871 | \$ 21,381,636 | \$ 21,527,669 | \$ 21,661,292 | \$ 21,782,004 | \$ 21,888,972 | \$ 21,981,439 | \$ 22,068,614 | \$ 22,119,677 | \$ 22,163,777 | \$ 22,190,028 | \$ 22,197,512 | \$ 22,185,275 | \$ 22,152,326 |
| (2,048,952) | (2,068,746) | (2,087,622) | (2,105,522) | (2,122,387) | (2,138,154) | (2,152,757) | (2,166,729) | (2,178,200) | (2,188,897) | (2,198,144) | (2,205,861) | (2,211,969) | (2,216,378) | (2,219,003) | (2,219,751) | (2,219,527) | (2,215,233) |
| 18,440,569 | 18,618,713 | 18,788,598 | 18,949,702 | 19,101,484 | 19,243,363 | 19,374,812 | 19,495,163 | 19,603,803 | 19,700,076 | 19,783,296 | 19,852,752 | 19,907,709 | 19,947,359 | 19,971,025 | 19,977,761 | 19,966,747 | 19,937,093 |
| \$ 5,532,171 | \$ 5,585,614 | \$ 5,636,579 | \$ 5,684,910 | \$ 5,730,445 | \$ 5,773,015 | \$ 5,812,444 | \$ 5,849,049 | \$ 5,881,141 | \$ 5,910,327 | \$ 5,934,389 | \$ 5,955,626 | \$ 5,972,313 | \$ 5,984,220 | \$ 5,991,308 | \$ 5,993,328 | \$ 5,990,024 | \$ 5,981,129 |
| \$ 12,908,398 | \$ 13,033,098 | \$ 13,152,018 | \$ 13,264,791 | \$ 13,371,039 | \$ 13,470,368 | \$ 13,562,368 | \$ 13,646,614 | \$ 13,722,662 | \$ 13,790,053 | \$ 13,848,307 | \$ 13,896,927 | \$ 13,935,397 | \$ 13,963,179 | \$ 13,979,718 | \$ 13,984,433 | \$ 13,976,723 | \$ 13,955,965 |

INTERURBAN, LLC

| Year 90 | Year 91 | Year 92 | Year 93 | Year 94 | Year 95 | Year 96 | Year 97 | Year 98 | Year 99 |
|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| 117,610,479 | 119,962,689 | 122,361,943 | 124,808,182 | 127,305,365 | 129,851,472 | 132,448,502 | 135,097,472 | 137,799,421 | 140,555,410 |
| 2,109,230 | 2,151,414 | 2,194,442 | 2,238,331 | 2,283,086 | 2,328,760 | 2,375,335 | 2,422,842 | 2,471,299 | 2,520,725 |
| 1,169,320 | 1,166,627 | 1,121,399 | 1,236,647 | 1,261,380 | 1,296,608 | 1,312,340 | 1,338,587 | 1,365,358 | 1,392,666 |
| (7,253,102) | (7,398,164) | (7,546,127) | (7,697,050) | (7,850,991) | (8,008,010) | (8,168,171) | (8,331,534) | (8,498,185) | (8,668,128) |
| 113,931,927 | 115,904,566 | 118,222,657 | 120,687,110 | 122,996,863 | 125,466,830 | 127,968,006 | 130,627,366 | 133,137,914 | 135,800,672 |
| 3,760,492 | 3,882,577 | 3,999,054 | 4,119,026 | 4,242,597 | 4,369,874 | 4,500,971 | 4,636,000 | 4,775,080 | 4,918,332 |
| 12,964,974 | 12,941,923 | 13,330,180 | 13,730,086 | 14,141,988 | 14,566,248 | 15,003,235 | 15,453,333 | 15,916,933 | 16,394,441 |
| 6,282,487 | 6,470,961 | 6,665,090 | 6,865,043 | 7,070,984 | 7,283,124 | 7,501,618 | 7,726,666 | 7,958,466 | 8,197,220 |
| 5,340,114 | 5,500,317 | 5,665,327 | 5,835,286 | 6,010,345 | 6,190,655 | 6,376,375 | 6,567,666 | 6,764,696 | 6,967,637 |
| 6,282,487 | 6,470,961 | 6,665,090 | 6,865,043 | 7,070,984 | 7,283,124 | 7,501,618 | 7,726,666 | 7,958,466 | 8,197,220 |
| 3,455,368 | 3,559,029 | 3,665,800 | 3,775,774 | 3,889,047 | 4,005,718 | 4,125,890 | 4,249,666 | 4,377,156 | 4,508,471 |
| 18,847,480 | 19,412,884 | 19,995,271 | 20,595,129 | 21,212,983 | 21,849,372 | 22,504,853 | 23,179,999 | 23,875,399 | 24,591,661 |
| 13,006,388 | 13,396,579 | 13,798,477 | 14,212,431 | 14,638,804 | 15,077,968 | 15,530,307 | 15,998,216 | 16,478,103 | 16,970,386 |
| 5,681,596 | 5,795,228 | 5,911,133 | 6,029,956 | 6,149,943 | 6,273,941 | 6,398,400 | 6,526,368 | 6,656,866 | 6,790,034 |
| 3,769,492 | 3,882,577 | 3,999,054 | 4,119,026 | 4,242,597 | 4,369,874 | 4,500,971 | 4,636,000 | 4,775,080 | 4,918,332 |
| 188,475 | 194,129 | 199,853 | 205,551 | 212,130 | 218,484 | 225,049 | 231,800 | 238,754 | 245,917 |
| 370,949 | 386,236 | 399,905 | 411,903 | 424,260 | 436,987 | 450,097 | 463,600 | 477,508 | 491,883 |
| 79,565,281 | 81,895,423 | 84,294,334 | 86,764,053 | 89,306,681 | 91,924,362 | 94,619,384 | 97,393,981 | 100,260,637 | 103,191,484 |
| 34,066,646 | 34,009,143 | 33,928,323 | 33,823,058 | 33,699,172 | 33,554,448 | 33,348,623 | 33,133,386 | 32,887,377 | 32,609,188 |
| (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) | (11,302,581) |
| \$ 22,764,066 | \$ 22,706,562 | \$ 22,625,743 | \$ 22,520,477 | \$ 22,389,591 | \$ 22,231,867 | \$ 22,046,042 | \$ 21,830,805 | \$ 21,584,796 | \$ 21,306,607 |
| 3,01X | 3,01X | 3,00X | 2,99X | 2,98X | 2,97X | 2,95X | 2,93X | 2,91X | 2,89X |
| (333,215) | (343,211) | (353,508) | (364,113) | (375,036) | (386,287) | (397,876) | (409,812) | (422,106) | (434,770) |
| (333,215) | (343,211) | (353,508) | (364,113) | (375,036) | (386,287) | (397,876) | (409,812) | (422,106) | (434,770) |

| | | | | | | | | | |
|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| \$ 22,097,636 | \$ 22,020,139 | \$ 21,916,728 | \$ 21,792,252 | \$ 21,639,519 | \$ 21,469,293 | \$ 21,280,290 | \$ 21,011,180 | \$ 20,740,583 | \$ 20,437,068 |
| \$ 22,097,636 | \$ 22,020,139 | \$ 21,916,728 | \$ 21,792,252 | \$ 21,639,519 | \$ 21,469,293 | \$ 21,280,290 | \$ 21,011,180 | \$ 20,740,583 | \$ 20,437,068 |
| (2,209,764) | (2,202,014) | (2,191,873) | (2,179,225) | (2,163,952) | (2,145,929) | (2,125,029) | (2,101,119) | (2,074,056) | (2,043,707) |
| 19,887,873 | 19,818,125 | 19,726,855 | 19,613,026 | 19,475,567 | 19,313,364 | 19,125,261 | 18,910,062 | 18,666,525 | 18,393,361 |
| \$ 9,966,362 | \$ 9,945,438 | \$ 9,918,056 | \$ 9,883,908 | \$ 9,842,670 | \$ 9,794,009 | \$ 9,737,878 | \$ 9,673,019 | \$ 9,596,987 | \$ 9,518,008 |
| \$ 13,921,511 | \$ 13,872,668 | \$ 13,808,798 | \$ 13,729,119 | \$ 13,632,897 | \$ 13,519,355 | \$ 13,387,683 | \$ 13,237,044 | \$ 13,066,567 | \$ 12,875,353 |

Highly Confidential

Exhibit E
Development Schedule

Phase 1:

| | |
|---------------------------------------|----------------|
| Secure Financial Commitments: | April 2026 |
| Master Permit: | September 2027 |
| Financial Closing: | October 2027 |
| Construction Start: | November 2027 |
| 50% Construction Completion: | October 2028 |
| Construction Completion/ TCO: | October 2029 |
| Resident Move-in Commencement: | November 2029 |

Phase 2:

| | |
|---------------------------------------|---------------|
| Secure Financial Commitments: | July 2028 |
| Master Permit: | December 2029 |
| Financial Closing: | January 2030 |
| Construction Start: | February 2030 |
| 50% Construction Completion: | January 2031 |
| Construction Completion/ TCO: | January 2032 |
| Resident Move-in Commencement: | February 2032 |

Phase 3:

| | |
|--------------------------------------|--------------|
| Secure Financial Commitments: | October 2030 |
| Master Permit: | March 2032 |
| Financial Closing: | April 2032 |

| | |
|---------------------------------------|------------|
| Construction Start: | May 2032 |
| 50% Construction Completion: | April 2033 |
| Construction Completion/ TCO: | April 2034 |
| Resident Move-in Commencement: | May 2034 |

Exhibit F

Unit Mix

| | |
|---------------------|------------|
| 1 Bedrooms: | 495 |
| 2 Bedrooms: | 187 |
| 3 Bedrooms: | 158 |
| 4 Bedrooms: | 65 |
| Total Units: | 905 |

Exhibit G

Summary of Key Development Team Members

| | |
|---------------------------------------|---|
| Manager of General Partner: | Victor Ballestas |
| Manager of General Partner: | Paulo Melo |
| Manager of General Partner: | Jacob Morrow |
| Manager of General Partner: | Nelson Stabile |
| Community Partners: | Brownsville Civic Neighborhood Association, Inc & Brownsville Historic Endowment, Inc |
| Project Architect: | Lantz Boggio Architects |
| General Contractor: | Integra Build, LLC |
| Transactional, Bond & LIHTC Attorney: | Stearns, Weaver, Miller |
| HUD Counsel: | Nixon Peabody |
| Land Use Attorney: | Bercow, Radell, Fernandez, Larkin & Tapanes |

Exhibit H

Management Agreement Form

**MANAGEMENT AGREEMENT
FOR**

THIS MANAGEMENT AGREEMENT ("Agreement"), made as of _____, by and among PROFESSIONAL MANAGEMENT, INC., a Florida corporation (herein called the "Management Company"), and _____, a Florida _____ (herein called the "Owner");

WITNESSETH:

WHEREAS, Owner owns the property known as "_____" containing _____ units located at _____, Florida, together with driveways, on-site parking, and related facilities (the land and said buildings, driveways, parking areas and related facilities are herein collectively called the "Property"); and

WHEREAS, Owner desires to engage the services of Management Company to rent and manage the Property on an exclusive basis for and on behalf of Owner, all in accordance with the terms and provisions of this Agreement; and

ARTICLE 1.

APPOINTMENT OF MANAGEMENT COMPANY; TERM

1.1 Appointment. Owner hereby appoints Management Company as an independent contractor, and Management Company hereby accepts such appointment as an independent contractor, with sole and exclusive right to manage and rent the Property, and Management Company agrees, for and in consideration of the compensation payable to Management Company hereunder, to perform its obligations under this Agreement with due diligence, in an efficient and proper manner and in accordance with the terms and conditions herein set forth. Management Company shall be, an independent contractor, and this Agreement shall not create any employment relationship, either express or implied, or any relationship of principal and Management Company, between Management Company and Owner.

1.2 Term. The services of Management Company hereunder shall commence on _____ ("Start Date"). This Agreement shall continue in full force and effect until _____, and thereafter for yearly periods except that either the Owner or the Management Company may terminate this Agreement by providing the other party with written notice of such intention to terminate at least thirty (30) days prior to the next anniversary date of the execution of this Agreement (the "Anniversary Date"), in which case this Agreement shall terminate on the Anniversary Date. If the property is a new Lease Up, the agreement will start upon the pre-leasing efforts and end 12 calendar months thereafter.

ARTICLE 2.

MANAGEMENT COMPANY'S SERVICES, RESPONSIBILITIES AND AUTHORITY

2.1 Management Company's Responsibilities. Management Company shall carry out its duties as property Management Company in accordance with good real property management practices and in a diligent manner and shall use reasonable efforts to employ and engage qualified Persons in furthering the purposes of Owner. Management Company is hereby authorized to provide the following services:

2.1.1 Leasing. Owner authorizes Management Company to act as its exclusive Management Company in the management and operation of the Property and such authorization includes the authority of Management Company to execute on behalf of Owner all leases, rental agreements, contracts for work and services and equipment leases associated with the Property.

To Cause references of prospective tenants to be investigated; to sign leases for terms not in excess of one year and to renew and/or cancel the existing leases and prepare and execute the new leases without additional charge to the owner; provided, however, that the Management Company may collect from tenants for the benefit of Owner all ordinary and reasonable charges not prohibited by law. The forgoing charges shall not exceed the amount approved by Owner and shall be paid to the Property. Management Company will enforce all the terms and conditions of the apartment leases and any other contracts which affect the Property and will not consent to any material defaults by any tenants or other contracting parties without Owner's approval.

2.1.2 Collection. To collect rents and/or assessments and other items due or to become due and give receipts therefore, and to deposit all funds collected hereunder in the Management Company's custodial account for the Owner.

2.1.3 Deposits. To collect and handle tenants' security deposits (and other deposits) and to comply, on the Owner's behalf, with applicable state or local laws and regulations concerning the Management Company's responsibility for such deposits and interest thereon, if any.

2.1.4 Personnel. Employ, at the expense of Owner, and discharge, when necessary, such employees (including local Management Company's or resident Management Company's, janitors, engineers, or other employees) Management Company deem advisable or necessary for the beneficial operation and maintenance of the Property or the performance of Management Company's duties hereunder. The expenses chargeable to Owner by Management Company shall include the employee's gross pay, including bonuses, additional pay, all related federal and state payroll taxes, insurance, including workers' compensation, and employee benefit costs. Management Company will supervise all personnel employed to maintain and operate the Property. All personnel will be employees (or contractors) of the Management Company and not of the Owner. The Property's on-site employees who manage or are responsible for the Owner's monies shall be bonded by a fidelity bond in an amount not less than \$1,000,000. Management Company's supervisory employees shall also be bonded by a fidelity bond which will be paid for by Management Company.

Management Company and Owner shall fully comply with all federal, state, county, municipal and other governmental laws, ordinances, regulations and orders having to do with anti-discrimination, workers' compensation, equal employment opportunity, fair labor standards, employer's liability insurance, social security, unemployment insurance, hours of labor, wages, working conditions, immigration and all other employer-employee related subjects (including, without limitation, tax withholding and information reporting requirements) and shall not do any act, nor knowingly permit any act to be done that would constitute a violation of any or all of such laws, ordinances, regulations or orders. The Owner shall indemnify and hold Management Company harmless for any such violation by Owner. Management Company will utilize an adequate payroll system and will ensure that all payroll taxes are paid on a timely basis.

2.1.5 Advertising and Marketing. Initiate and utilize such advertising and marketing and other promotional aids such as but not limited to: Website (provide information, content and image selection), QR Codes, Marketing Flyers, Area Map, Floor Plans, Business Cards, Branding (Logo), Fence Wrap, Outdoor Designs (bus bench or banner), Stationary Map, Photography (building and amenities), Models for photoshoot and video, Director of Photography or Video and Video at the expense of Owner, which are deemed appropriate by Management Company in accordance with the Operating Budget. The owner has the right to approve in advance all advertising campaigns other than newspaper advertisements for individual apartments.

2.1.6 Evictions. To terminate tenancies and to sign and serve such notices as are deemed required by the Management Company; to institute and prosecute actions to oust tenants and to recover possession of the Property; to sue for and recover rent; and, when in the best interest of Owner or Property as determined in Management Company's reasonable judgment, to reasonably settle, compromise, and release such actions or suits, or reinstate such tenancies. Owners shall reimburse Management Company for all reasonable expenses of litigation including attorneys' fees, filing fees, and court costs when Management Company does not recover same from tenants. Management Company may select the attorney of its choice to handle such litigation with approval of Owner which shall not be unreasonably withheld.

2.1.7 Human Resources. To execute and file any returns and other instruments, if any, and do and perform any acts required of the Owner as an employer with respect to the Property under the Federal Insurance Contributions Acts, the Federal Unemployment Tax Act, and subtitle C of the Internal Revenue Code of 1986, as amended with respect to wages paid by the Management Company on behalf of the Management Company and under any similar federal and state law now or hereafter in force (and in connection therewith the Management Company agrees upon request to promptly execute and deliver to the Management Company all necessary powers of attorney, notices of appointment, and the like.) At the option of Management Company, Management Company may enter into an agreement or agreements with one or more human resource management companies, whereby "employees" of Owner become "employees" of such human resource company for purposes of payment of wages, taxes, worker's compensation, health insurance, and all other services so provided, as approved by Owner. As of inception of this agreement, the Management Company is under contract with CO-ADVANTAGE. Such contract shall have the same rights of termination as contained within this Agreement. Presently CO-ADVANTAGE charges 21% (subject to change) from total wages for mandated benefits which includes: FICA, FUTA, SUTA, Worker's Compensation, and administrative fees. Property Contribution towards health insurance benefits is presently \$575 per full-time employee, per month (subject to change) This expense is a cost of the Owner, and it will be budgeted as such. Expense shall be paid entirely by the Owner to Professional Management, Inc.

2.1.8 Preparation of Operating Budget and (if applicable) a Lease Up Budget. Within a reasonable time, following execution of the Agreement, the Management Company shall provide to Owner an Operating Budget and (if applicable) a Lease Up Budget, including, but not limited to, a pro-forma list of all expected expenses. Within ninety (90) days after the effective date of the Agreement and at least thirty (30) days before January 1 of each year thereafter, Management Company will prepare and deliver to Owner a detailed written budget of expenses, revenues, and Capital Expenditures, as defined herein below, for the Property for the next calendar year. After Owner approves the budget, in writing, (the "Operating Budget"), expenditures for all purposes specifically described in the Operating Budget will not require Owner's further approval. Upon written notice to Management Company, Owner may modify the Operating Budget except that the Operating Budget shall not be modified to the extent that such modifications would cause the Management Company to be in default under any of its contracts with any subcontractors that work on the Property. The Management Company may not obligate Owner, without Owner's prior written consent, for any expenditures in excess of those authorized in the Operating Budget (except in an Emergency as described herein below).

2.1.9 Budget Variance. Management Company agrees to use diligence and to employ all reasonable efforts to ensure that the actual cost of maintaining and operating the Property shall not exceed the Operating Budget pertaining thereto either in total or in anyone accounting category. Any contemplated expenditure that will result in an accumulative excess of 10% of the year-to-date budgeted expenses or 10% in any one of the major operating categories comprising the Approved Budget exceeding \$5,000 shall require the prior written approval of Owner. Management Company shall notify Owner in writing of the variance and Owner shall approve or disapprove the expenditure in writing within five (5) business days of receipt of Management Company's notification. Should Owner fail to notify Management Company within such 5-day period, then the expenditure shall be deemed disapproved by Owner.

2.1.10 Records and Accounts. Management Company will maintain segregated records, books, and accounts for the Property. All books, records, and accounts will accurately reflect all transactions involving the Property, will be in a form satisfactory to the Owner. All materials developed or purchased by Management Company to assist it in the performance of its work, such as computer software, will at all times be the sole property of Management Company; provided, however, that any such material containing information pertaining to the Property may be copied by Owner. Management Company shall keep and maintain in its possession all invoices, purchase orders, operating statements, rent rolls, occupancy reports, and other records and written material relating to the Property, for years preceding the current year of operation for a period of six (6) years from the date of preparation or receipt of such documents or such longer time as may be otherwise be required under a government program.

After a period of six (6) years (or such longer time as may be required). Owner shall reimburse Management Company for the safekeep of the documents and for the full and actual cost of the "rental" software purchased or paid for by Management Company for exclusive use on the Property (the "Rental Software") at which time the Rental Software shall be the property of the Owner. The owner agrees to pay the annual upgrades and any annual license renewals for the Rental Software.

2.1.11 Repairs and Maintenance. Management Company will inspect the Property at least on a quarterly basis and provide Owner with a list of any material defects. Management Company shall properly and timely maintain each apartment unit and all public areas subject to the constraints of the budget and is authorized to make ordinary repairs and replacements to the Property. The Owner expressly withholds from the Management Company any power or authority to make any structural changes in any building or to make any other major alterations or additions in or to any such building or equipment therein, or to incur any expense chargeable to the Owner other than expenses related to exercising the express powers above vested in the Management Company without the prior written direction of Owner, except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Property or the safety of the tenants and occupants thereof or as required to avoid the suspension of any necessary service to the Property.

2.1.12 Service Contracts. Management Company shall arrange on behalf of Owner for the cleaning, maintenance and services needed by the Property, but shall not enter into any contract or obligation in connection with the management, operation, and maintenance of the Property that is not included in the Operating Budget without the prior written authorization of Owner. Management Company will contract for supplies and services at the lowest practical cost and on terms most advantageous to the Property. All service contracts shall: (a) be in the name of Owner (as managing Management Company for Owner), (b) be assignable, at Owner's option, to Owner or Owner's nominee, (c) include a provision for cancellation thereof without payment of a fee or penalty by Owner or Management Company upon not more than thirty (30) days written notice and (d) shall require that all contractors provide evidence of sufficient insurance. All rebates and discounts obtained from suppliers of goods and services will belong to the Property.

2.1.13 Bid Process. All annual contracts for repairs, capital improvements, goods and services except (i) salaries for full time employees, (ii) contracts valued at less than \$2,500 and (iii) contracts contemplated in the Operating Budget shall, unless otherwise required by Owner, be awarded on the basis of competitive bidding, solicited in the following manner.

- a.) A minimum of three (3) bids shall be required.
- b.) Each bid shall be solicited in a form prescribed by Management Company, if any, so that uniformity will exist in bid quotes.
- c.) Management Company may accept a low bid without prior approval from Owner, if the expenditure is for a budget approved item and will not result in an excess of the annual budgeted accounting category of the applicable Operating Budget. Otherwise, approval of a bid shall be required by the Owner before acceptance.
- d.) Management Company shall not accept other than the lowest bid without the prior approval of Owner.
- e.) The owner shall be free to accept or reject any and all bids and shall provide notice of any such acceptance or rejection to the Management Company prior to delivering same to the contractor in question.

2.1.14 Capital Expenditures. Management Company shall obtain Owners prior written approval to enter into any agreements for any Capital Expenditure for the Property, the cost of which exceeds \$2,500 unless it is specifically included in the Operating Budget. A Capital Expenditure includes (i) new building or grounds equipment or machinery; (ii) major roofing, exterior painting, or construction work; and (iii) appliances or air conditioning equipment.

2.1.15 Concessions and Other Revenues. Management Company may supervise vendors and concessionaires. All revenues collected or otherwise earned from the operation of any vending and laundry machines or other businesses at the Property belong to the Property. All proceeds from vending machines and concessions will be reported as required by law.

2.1.16 Claims. Management Company will immediately notify Owner and promptly investigate and make a full and timely written report to Owner of all legal and administrative proceedings, accidents, claims, damages, or destruction relating to the ownership, leasing, operation, repair, maintenance, or management of the Property, and will prepare all reports required by Owner and Owner's insurers. Management Company may not negotiate or settle any claims with any insurer or any other person.

2.1.17 Nondiscrimination. In the performance of its obligations under the Agreement, the Management Company and Owner will comply with the provisions of any Federal, state, or local law prohibiting discrimination in employment and housing, including but not limited to, on the grounds of race, color, sex, creed or national origin, including Title VI of the Civil Rights Acts of 1964 (Public Law 88-352, 78 Stat. 241), all requirements imposed by or pursuant to the Regulations of the Secretary 24CFR, Subtitle A, Part (i) issued pursuant to that Title; regulations issued pursuant to Executive Order 11063, and Title VIII of the 1968 Civil Rights Act. Management Company shall also comply with all laws, ordinances and regulations pertaining to equal opportunity housing and shall not discriminate in the taking, processing, or approving of applications from prospective tenants on any legally prohibited basis.

2.1.18 Emergencies. In the event the Property suffers or is threatened with material damage (an "Emergency"), the Management Company may take all actions reasonably necessary to prevent or minimize damage and will notify Owner as soon as possible. Emergencies include, without limitation, fires, tornadoes, hurricanes, acts of violence, or other occurrences which require immediate action. The management Company's reasonable costs incurred in meeting an Emergency will be an expense of the Property and may be reimbursed from the Bank Account upon written authorization from Owner, which authorization shall not be unreasonably withheld.

2.1.19 IRS Form 1099. On Owner's behalf, Management Company shall comply with all applicable provisions of the Code and any regulations thereto with respect to the preparation of IRS Form 1099. In preparing such forms, the Management Company shall use the Owner's and its own employer identification number, as applicable. Management Company shall retain a copy of each completed form in its files.

2.1.20 Fiduciary Standards. Owner's real estate activities are performed on behalf of third-party investors, to whom Owner owes a fiduciary duty. Management Company is cognizant of the fiduciary environment in which Owner operates, and any circumstance which Management Company perceives as a conflict of interest with respect to Owner's standing as a fiduciary must be immediately reported to Owner. Management Company shall discharge its duties under the Agreement with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent asset Management Company of a real estate investment property acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims and investments policies. In the performance of its duties hereunder, the actions of the Management Company shall be based on its professional judgement and experience.

2.2 General Authority of Management Company. Management Company shall have, and is hereby granted by Owner, limited power, authority, and discretion to act for, and in the name, place and stead of, Owner in carrying out and discharging the responsibilities and obligations of Management Company under this Agreement.

Management Company may delegate all or any of its duties hereunder to such other Persons as Management Company deems necessary or desirable for the performance of its duties hereunder, and in furtherance of such delegation, Management Company shall have the right, on behalf of and at the expense of Owner, to appoint, employ and contract with and compensate any such Person, subject to the limitations of the Operating Budgets. Such Persons, under the supervision of Management Company and subject to the Operating Budgets, may perform, or assist in the performance of, the duties of Management Company hereunder; may serve as Management Company's advisors and consultants in connection with decisions made by Management Company; may act as consultants, accountants, correspondents, attorneys, brokers, escrow agents, or in any other capacity, and may perform such other acts or services for Owner as Management Company may reasonably request. All documents reasonably undertaken by Management Company in the exercise and fulfillment of the duties, responsibilities and authority which it assumes under this Agreement shall be in the legal capacity of Management Company for Owner, whether entered into in Management Company's own name or in that of Owner as its Management Company.

2.3 Limitation on Obligations. Notwithstanding the foregoing or any other provision of this Agreement, Management Company shall not be required to perform any of the duties, services or obligations imposed upon Management Company under this Agreement, or to spend funds on behalf of Owner, unless adequate funds for the same have been provided or made available by Owner.

2.4 Compliance with Leases and Contracts. Management Company will enforce all of the terms and conditions of the apartment leases and any other contracts which affect the Property and will not consent to any material defaults by any tenants or other contracting parties without Owner's approval.

ARTICLE 3.

OWNER'S RESPONSIBILITIES

3.1 Costs and Expenses. Except as expressly set forth in this Agreement to the contrary, Owner shall bear all costs and expenses of the management of the Property, and all of the services performed by the Management Company in accordance with this Agreement shall be performed at the cost and expense and for the account of Owner.

3.2 Required Funds. In case the Operating Expenses shall be in excess of the Gross Receipts, the owner agrees to pay such excess promptly. Such funds, in amounts reasonably anticipated to be required based upon the request of Management Company, shall be deposited by Owner in the Operating Account to cover anticipated costs and expenses on a timely basis, and in any event, upon not less than five (5) days' notice from Management Company, Owner shall provide Management Company with the funds required to make all payments then due and payable. Nothing herein contained shall obligate the Management Company to advance its own funds on behalf of the Owner.

3.3 Execution of Documents. Owner agrees to promptly execute such contracts, agreements and other documents as shall be submitted to Owner by Management Company, provided that the same shall be consistent with and an implementation of the operating budgets, or within the scope of authority granted to Management Company hereunder.

3.4 Insurance – Owner shall provide the certificate of insurance naming Professional Management, Inc, as additional insured on or before the Start Date. The amount of insurance shall at all times be sufficient to fully protect Owner and Management Company from catastrophic claims and losses and be a minimum of \$2,000,000 each occurrence and \$4,000,000 general aggregate. The Management Company, may, but shall not be obligated to place said insurance and charge the cost thereof to the account of the Owner if not in place by the Start Date. All such insurance policies shall provide that the Management Company shall receive thirty (30) day's written notice prior to cancellation of the policy. Owner is solely responsible for soliciting and maintaining insurance for the property.

ARTICLE 4.

BOOKS, RECORDS, REPORTS, FISCAL MATTERS

4.1 Books. Management Company shall maintain for Owner, in a format approved by Owner and any Owner's lender, current and complete records and accounts of all transactions with respect to the Property and the management of the Property. Such books of account shall be maintained at the Management Company's office or at such other place as the parties shall agree upon, and Owner and Owner's accountants and auditors shall have access to such books and accounts at all reasonable times. Management Company shall maintain said books and accounts in a safe manner and separate from any records not dealing directly with the Property. Such books and accounts shall be kept in accordance with sound accounting practices consistently applied, and otherwise in such manner as shall be reasonably required by Owner.

4.2 Records. The Management Company shall maintain, in a secure and safe manner, complete and identifiable records, files and correspondence on all matters pertaining to the Property and the management of the Property. Management Company shall provide Owner, upon request, with either the original or a copy of same.

4.3 Property of Owner. All such books and records shall be and remain the property of the Owner, and, upon the expiration or earlier termination of this Agreement, shall, at the request of Owner, be forthwith turned over to Owner. Such books and records shall thereafter be available to Management Company at all reasonable times for inspection, audit, examination, and transcription for a period of one (1) year from the date of expiration or earlier termination of this Agreement, upon prior notice to Owner.

4.4 Reports. Not later than the twenty fifth (25th) day of each month during the term of this Agreement, with respect to the preceding calendar month, Management Company shall furnish Owner a statement of all receipts and revenues collected by Management Company and all disbursements made by Management Company in connection with the Property for the preceding calendar month, prepared in such reasonable detail and form as shall be required by Owner, and which, when delivered to Owner by Management Company, shall be deemed to be true, complete and correct. To render such other reasonable reports as Owner may request from time-to-time.

4.5 Operating Account. Management Company shall establish one or more custodial accounts for the benefit of Owner for the Property at such bank or other financial institution as may be designated by Management Company from time to time (all such accounts are herein collectively referred to as the "Operating Account").

4.6 Deposits. The Management Company shall deposit all revenues, receipts and other funds received by Management Company in connection with the Property in the Operating Account promptly upon receipt of same.

4.7 Gross Receipts do not include security deposits until taken as liquidated damages; prepaid rent until accrued; insurance proceeds and returned premiums; condemnation proceeds; monies collected for capital items which are paid for by tenants; interest income; employee rental allowances; refunds; discounts; abatements or taxes; rent concessions; vacancy loss; proceeds of any sales and/or litigation. Management Company will not receive compensation for lease renewals or other services rendered by Management Company unless provided for in separate contract or outlined below. Notwithstanding any other language contained in the Agreement, Owner shall have no obligation to pay the Minimum Monthly Payment until the Start Date.

4.8 Operating Budget means a statement prepared by the Management Company and approved by the Owner setting forth by line item the estimated receipts and expenditures (capital, operating and other) for the Property for the period covered by such statement.

4.9 Disbursements. Management Company shall make all disbursements from the Operating Account which are required to be made by Management Company pursuant to this Agreement to the extent funds are available in such account and such disbursements are in accordance with the Operating Budgets or otherwise approved (or requested) in writing by Owner. If the Owner requires a disbursement that is not within the Operating Budget, Owner shall give adequate advance written notice to the Management Company if the Owner desires that Management Company make payment, out of the proceeds from the Operating Account. Notwithstanding anything to the contrary in this Agreement, Management Company shall not be required to advance any monies for the care or management of said property, and the Owner agrees to advance all monies necessary thereof in accordance with the Operating Budget for the Property. The Management Company shall, upon written instruction from the Owner, impound reserves each month for the payment of insurance, taxes, or any other major expenditure.

4.10 Audit. The owner shall have the right, during normal business hours, to inspect and audit at any time, and from time to time, all of Management Company's files, books, records, costs and expenses pertaining to the management of the Property.

ARTICLE 5

COMPENSATION OF MANAGEMENT COMPANY

5.1 Fees Payable to Management Company. As compensation for Management Company's services under this Agreement, Owner shall pay Management Company the fees described as follows:

5.1.1 Management Fee: ~~\$3,500~~ per month or ~~5%~~ percent of the monthly gross receipts from the operation of the Property during the period this Agreement remains in full force and effect, whichever is the greater amount (the "Minimum Monthly Payment"). Gross receipts are all amounts received from the operation of the Property including, but not limited to, rents, forfeited deposits, actual income received from laundry lease and fees.

5.1.2 Compliance Administrative Fee: ~~\$4.00~~ per unit per month

5.1.3 Set-Up Fee A one-time set up fee of 1/2 of one month's management fee along with the first month's management fee, will be due on the date the Management Company is requested, in writing, by the Owner to begin to market the Property and to begin the management functions.

5.1.4 Supervision Fee (if applicable). In the event that Owner requests, in writing, that Management Company supervise any restoration, rehabilitation, or construction work at the Property, Owner agrees to pay Management Company five percent (5%) of the total cost of such work upon completion of such work.

5.2 Reimbursable Expenses. The reimbursable expenses include the following:

5.2.1 All costs incurred by the Management Company in providing computer services in the extent that such costs have been previously approved in writing by the Owner. Computers must be compatible to work with the Property Management software program at Owner's cost. The Property Management software program license fees are as follows: \$___ for the initial set up fee, \$___ (subject to change) for the annual license renewal and monthly computer service fees paid to NDSI in the amount of \$150.00 (subject to change) for software and hardware support.

5.2.2 The direct costs (including time, lodging, transportation, meals, and the like) incurred by Management Company for its advertising and marketing representatives (whether based at Management Company's main office or at the Property) to the extent and when such persons are engaged in work directly affecting the Property and to the extent that such costs have been previously approved in writing by the Owner.

5.2.3 All other sums expended by Management Company on behalf of Owner, or which are due Management Company and which are expenses of the Property and chargeable to Owner pursuant to the terms of this Agreement.

- a.) Budget Pro fee
- b.) Insurance Software fee
- c.) Administrative Costs such as but not limited to office supplies, printing, photocopying, postage, courier service, record storage
- d.) Cloud and Internet fees
- e.) Property Management Software Administrative Support fee
- f.) Leasing Director
- g.) Regional Maintenance Supervisor
- h.) Elevator consulting fees; if property has elevator(s)
- i.) Ring System fees for office camera(s)
- j.) Employee Incentive Program
- k.) QR Codes
- l.) For Properties in a lease up, a one-time lease up fee of \$250 per unit if Tax Credit, \$350 if Market Rate, will be assessed and will be due once the property is 100% occupied.

ARTICLE 6

INSURANCE INDEMNIFICATION

6.1 Insurance. Owner shall provide Management Company, at Owner's sole cost and expense, the following insurance coverages in such amounts, with such deductibles, and containing such terms and endorsements as are Approved by Owner and Management Company: (i) all public liability insurance with respect to the Property, and (ii) all property insurance, including fire, extended coverage and builder's risk, with respect to any Buildings. All insurance provided in accordance with this Section shall show Management Company named as an additional insured as its interest may appear with respect to the coverage provided by such insurance, and shall include a blanket waiver of subrogation from the insurer in favor of Owner and Management Company, a provision that the insurance is primary coverage with respect to all named and additional insured, and a standard severability of interest clause which provides that the insurance applies separately to each insured. The minimum A.M. Best's rating of each insurer shall be "A".

6.2 Indemnification of Owner. Management Company shall indemnify and save Owner harmless in respect of, and at Owner's request defend, any action, cause of action, suit, debt, cost, expense, claim, or demand whatsoever to compensate Owner brought or asserted by any third person whomsoever, at law or in equity, arising by way of gross negligence, willful misconduct or intentional fraud committed during the term of this Agreement by Management Company, which indemnity shall continue notwithstanding the expiration or earlier termination of this Agreement with respect to any act or occurrence preceding such expiration or termination. Nothing contained in this Section shall be deemed to nullify, or to constitute a waiver or relinquishment by Management Company of the benefit to Management Company of any insurance carried by or on behalf of Owner with the exception that any gross negligence, willful misconduct, or intentional fraud of Management Company, for which Management Company must indemnify Owner hereunder, shall first be covered under the insurance policies required of Management Company as set forth in this Agreement.

6.3 Indemnification of Management Company. Owner agrees to indemnify and save Management Company (and its employees, servants, Management Company's, directors, and officers) harmless in respect of any action, cause of action, suit, debt, cost, expense, claim, or demand whatsoever brought by any third person whomsoever, at law or in equity, in connection with defects in or events occurring on the Property, Owner's breach of its duties or injuries suffered by third parties, which indemnity shall continue notwithstanding the expiration or earlier termination of this Agreement with respect to any act or occurrence preceding such expiration or termination. Owner further agrees to pay all expenses incurred by the Management Company, including, but not limited to, reasonable attorney's fees and Management Company's costs and time in connection with any claim, proceeding, or suit involving an alleged violation by the Owner, of any law pertaining to employment, credit reporting, environmental protection, rent control, taxes, or fair housing, including, but not limited to any law prohibiting, or making illegal any form of discrimination. The Owner also agrees to pay reasonable expenses incurred by the Management Company in obtaining legal advice regarding compliance with any law affecting the Property or activities related thereto. Management Company agrees to provide Owner with prior written notice of Management Company's intent to obtain legal advice. Owner further agrees to indemnify, defend, and save the Management Company harmless from all claims, investigations, and suits, or from actions or failures to act of the Owner, except for Management Company's gross negligence or willful misconduct, with respect to any alleged or actual violation of local, state, or federal laws. As such, Owner clearly and unequivocally agrees to indemnify Management Company against the Management Company's own negligence and/or against the Management Company's own wrongful acts. In doing so, Owner and Management Company agree that Owner shall indemnify Management Company and save it harmless from all suits occasioned wholly or in part by any act or omission of Management Company. The clear intent of the parties is for the Owner to indemnify, defend and save Management Company harmless for all negligent acts committed by the Management Company and its employees. Management Company shall indemnify, defend, and hold Owner harmless from Management Company's gross negligence or willful misconduct.

6.4 Insurance by Management Company. Management Company shall procure, provide, and maintain throughout the term of this Agreement a policy or policies of insurance, at Management Company's sole cost and expense, for the following coverage:

- a.) Worker's Compensation - statutory limits in the State of Florida;
- b.) Employers' Liability - \$1,000,000 or such other higher limits imposed in accordance with the requirement, if any, of the laws of the State of Florida;
- c.) Employee dishonesty insurance - coverage of at least \$1,000,000;
- d.) Comprehensive General Liability: (a) \$1,000,000 bodily injury per person, \$1,000,000 per occurrence; \$1,000,000 property damage; and (b) aggregate per-location of \$2,000,000, by endorsement;
- e.) Automobile Liability - As to any vehicle owned, non-owned or hired by Management Company, \$1,000,000 covering losses due to the insurer's liability for bodily injury or property damage;
- f.) Theft of Money and Security coverage - limits of \$10,000 for inside the Property and \$10,000 for outside the Property;
- g.) Professional Liability/Errors and Omissions coverage: \$1,000,000 per occurrence; \$2,000,000 aggregate, under the above umbrella coverage; and
- h.) Employment Practices Liability: \$2,000,000.

Any Contractor or Sub-contractor hired by Professional Management, Inc. that works on the Property shall continuously maintain at its cost and furnish the necessary coverages and requirements mandated by Professional Management, Inc's Risk Management Department. ***(See attached insurance check list and vendor insurance coverage amounts).***

The certificate shall contain an endorsement that Owner will be given at least thirty (30) days prior written notice of cancellation of or any material change in the policy. The Owner will not reimburse the Management Company for Management Company's cost of such insurance or for any and all other coverages that Management Company obtains for its own account.

Such policies or duly executed certificates of insurance shall be promptly delivered to the Owner when the Owner provides a written request to Management Company.

6.5 Limited Liability. Neither Owner, Management Company nor any related third party of Owner or Management Company, whether direct or indirect, or any direct or indirect owners in such parties or any of their respective disclosed or undisclosed officers, shareholders, members, principals, managers, directors, employees, partners, trustees, servants, or Management Company's, shall be personally liable for the performance of Owner's or Management Company's obligations under the Agreement. The liability of Owner or Management Company for its obligations hereunder shall be limited to Owner's or Management Company's interest in the Property:

ARTICLE 7.

REPRESENTATIONS, WARRANTIES, AND COVENANTS

7.1 Of Owner. Owner represents and warrants to Management Company that (i) Owner is a duly organized and validly existing Florida _____ under the laws of the State of Florida, is qualified to transact business in the State of Florida, and has the full and complete right, power, and authority to enter into this Agreement and perform Owner's duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement; and (ii) Owner is the true and lawful owner of the Property.

7.2 Of Management Company. Management Company represents and warrants to Owner that (i) Management Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, is qualified to transact business in the State of Florida and has the full and complete right, power, and authority to enter into this Agreement and perform Management Company's duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement; and (ii) Management Company has obtained all necessary licenses and permits which are required for Management Company to perform Management Company's services pursuant to this Agreement.

7.3 Solicitation. Owner agrees and covenants, for itself and the entities it controls, not to employ or solicit for employment, in any manner, any of Management Company's or Management Company's subsidiaries', employees during the term of this Agreement, and for a period of two (2) years following termination of the Agreement, without the prior written consent of Management Company. This covenant shall survive any such termination of this Agreement.

ARTICLE 8

TERMINATION BY OWNER FOR CAUSE

Owner may terminate the Agreement prior to the end of its term upon the occurrence of any of the following events and with the notice specified:

8.1 If Owner can reasonably substantiate that the Management Company or any of its officers, directors, Management Company's, representatives, or employees have committed any act of fraud, embezzlement, or breach of trust, then termination shall be immediate without prior written notice.

8.2 If Management Company or any of its officers, directors, Management Company's, representatives, or employees fail to materially comply with any provision of the Agreement or fail to comply with or impede compliance with any law, order, injunction, rule, regulation; statute, code, ordinance, or other requirement of any federal, state, or local court or governmental authority, including the Agency, then the Agreement shall terminate immediately upon the failure of Management Company to comply and give adequate assurances of future compliance within ten (10) business days following written demand.

8.3 If Management Company dissolves; if any petition is filed by or against Management Company for adjudication as a bankrupt or insolvent, for its reorganization, for the appointment of a receiver or trustee of Management Company's property, or for reorganization proceedings under any Chapter of the Federal Bankruptcy Code; if Management Company makes any assignment for the benefit of creditors; or if any of Management Company's property is taken by any governmental officer or agency, then termination shall be immediate without prior written notice.

8.4 If the Property is damaged to the extent that a substantial portion of it becomes untenable, then termination shall be upon five (5) days written notice.

8.5 If a substantial portion of the Property is taken by condemnation or similar proceedings, then termination shall be upon five (5) days written notice.

8.6 If Owner's right to operate, repair, maintain, or manage the Property is divested by virtue of a sale or other disposition of the Property or of its ownership rights in the Property, then termination shall be immediate upon the cessation of these rights; provided that Owner will give Management Company written notice of such termination at least thirty (30) days prior to the cessation; and provided further that Owner will not terminate the Agreement pursuant to this subsection if ownership of the Property or the right to operate, repair, maintain, and manage the Property is transferred or otherwise granted to an affiliate of Owner. For the purpose of this subsection, an "affiliate" is any entity that is controlled by, controls, or is under common control with Owner, and "control" of an entity is ownership of 20% or more of the total ownership interests in the entity.

8.7 If the Owner is required to terminate the Agreement pursuant to the terms of any loan documents entered into by Owner with respect to the Property.

8.8 If Owner sells or otherwise divests its ownership of the property; Management Company agrees that upon the sale or other disposition of the Property or any part thereof, Management Company will not be entitled to commissions or other compensation, other than its management fee and or monthly cost reimbursement, provided for under the agreement, unless provided for under a separate written Agreement. Management Company shall cooperate with and provide reasonable transaction support to Owner in connection with the sale of the Property. Management Company shall keep all on-site Property files up-to-date and available for review by potential buyers. If the Owner needs any accounting or financial reporting after the closing date, Owner shall pay a reasonable fee for the services.

If the Agreement is terminated as provided in this section, no further compensation will be due to Management Company except for any unpaid management compensation and expense reimbursements accrued prior to the date of termination.

ARTICLE 9

TERMINATION BY MANAGEMENT COMPANY FOR CAUSE

Management Company may terminate the Agreement prior to the end of its term upon the occurrence of any of the following events and with the notice specified:

9.1 If Management Company can reasonably substantiate that the Owner or any of its officers, directors, agents, representatives, or employees have committed any act of fraud, embezzlement, or breach of trust, then termination shall be immediate without prior written notice.

9.2 If Owner or any of its officers, directors, Management Company's, representatives, or employees fail to materially comply with any provision of the Agreement or fail to comply with or impede compliance with any law, order, injunction, rule, regulation, statute, code, ordinance, or other requirement of any federal, state, or local court or governmental authority, including the Agency, then the Agreement shall terminate immediately upon the failure of Owner to comply and give adequate assurances of future compliance within ten (10) days following written demand.

9.3 If Owner dissolves; if any petition is filed by or against Owner for adjudication as a bankrupt or insolvent, for its reorganization, for the appointment of a receiver or trustee of Owner's property, or for reorganization proceedings under any Chapter of the Federal Bankruptcy Code; if Owner makes any assignment for the benefit of creditors; or if any of Owner's property is taken by any governmental officer or agency, then termination shall be immediate without prior written notice. If the Property is damaged to the extent that a substantial portion of it becomes un-tenantable, then termination shall be upon five (5) days written notice.

9.4 If a substantial portion of the Property is taken by condemnation or similar proceedings, then termination shall be upon five (5) days written notice.

9.5 If Owner's right to operate, repair, maintain, or manage the Property is divested by virtue of a sale or other disposition of the Property or of its ownership rights in the Property, then termination shall be immediate upon the cessation of these rights; provided that Owner will give Management Company written notice of such termination at least thirty (30) days prior to the cessation; and provided further that Owner will not terminate the Agreement pursuant to this subsection if ownership of the Property or the right to operate, repair, maintain, and manage the Property is transferred or otherwise granted to an affiliate of Owner. For the purpose of this subsection, an "affiliate" is any entity that is controlled by, controls, or is under common control with Owner, and "control" of an entity is ownership of 20% or more of the total ownership interests in the entity.

9.6 In the event it is alleged or charged that any building on the Property or any equipment therein or any act or failure to act by the Owner with respect to the Property or the sale, rental, or other disposition thereof fails to comply with, or is in violation of, any of the requirements of any constitutional provision, statute, ordinance, law, or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction thereover, and the Management Company, in its sole and absolute reasonable discretion, considers that the action or position of the Owner may result in damage or liability to the Management Company, the Management Company shall have the right to cancel this Agreement at any time by written notice to the Owner of its election so to do, which cancellation shall be effective upon the service of such notice. Such notice may be served personally or by registered mail, on or to the person named to receive the Management Company's monthly statement at the address designated for such person as provided in Paragraph 12.5 below, and if served by mail shall be deemed to have been served when deposited in the mails. Such cancellation shall not release the indemnities of the Owner set forth in this Agreement and shall not terminate any liability or obligation of the Owner to the Management Company for any payment, reimbursement, or other sum of money then due and payable to the Management Company hereunder.

If the Agreement is terminated as provided in this section, no further compensation will be due to Management Company except for any unpaid management compensation and expense reimbursements accrued prior to the date of termination.

ARTICLE 10

DEFAULT REMEDIES

10.1 Cumulative Remedies. Except as otherwise provided in this Agreement, the rights and remedies granted to the Non-Defaulting Party in this Article 10 are in addition to any other rights and remedies granted or available to the Non-Defaulting Party pursuant to this Agreement, at law or in equity by reason of the default of the Defaulting Party, all of which rights and remedies are specifically reserved by the Non-Defaulting Party. Except as otherwise expressly provided in this Agreement, the failure to exercise any one of the rights and remedies herein provided shall not constitute a waiver thereof, nor, except as otherwise expressly provided in this Agreement, shall use of any of the rights and remedies hereby provided prevent the subsequent or concurrent resort to any other right or remedy.

10.2 No Waiver. Failure of the Non-Defaulting Party to exercise any of the foregoing rights and remedies against the Defaulting Party shall not preclude or waive any rights to exercise such remedies upon any subsequent defaults by the Defaulting Party.

10.3 Equitable Remedies. Except as otherwise provided in this Agreement, in the event of a breach or threatened breach of this Agreement by either Party, the remedy at law in favor of the other Party will be inadequate, and such other Party, in addition to all other remedies which may be available, shall accordingly have the right of specific performance in the event of any breach or injunction in the event of any threatened breach of this Agreement by the other Party.

10.4 Notice and Opportunity to Cure Defaults. Prior to either Owner or Management Company declaring a default under the Agreement, the non-defaulting party shall send written notice of the default to the defaulting party. The defaulting party shall have a period of thirty (30) days after receipt of the notice of default to cure such default or ninety (90) days thereafter, if the cure has not occurred within such thirty (30) day period so long as the cure is commenced within such thirty (30) day period and diligently pursued. Neither Owner nor Management Company shall be entitled to any of the remedies set forth in the Agreement prior to the sending of a notice of default to the defaulting party and the allowance of an opportunity to cure such default within the thirty (30) or ninety (90) days, as applicable, after the receipt of the notice by the defaulting party.

ARTICLE 11.

TERMINATION

11.1 Automatic Termination. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate (except as to rights and obligations which have then accrued) on the date of the sale of the entire Property to an independent third party.

11.2 Termination by Owner. Owner shall have the right to terminate this Agreement (except as to rights and obligations which shall have then accrued) at any time without cause upon thirty (30) days' notice, by giving Management Company written notice of Owner's election to terminate this Agreement pursuant to the previous article hereof. If the Owner terminates without cause, Owner shall pay Management Company the remainder of the then current month's fee and three (3) additional month's fee. Fee is based on the average monthly management fee for the three months prior to the month service of notice of termination is received by Management Company.

11.3 Termination by Management Company. Management Company shall have the right to terminate this Agreement (except as to rights and obligations which shall have then accrued) at any time without cause upon thirty (30) days' notice by giving Owner notice of Management Company's election to terminate this Agreement.

11.4 Duties Upon Termination. Upon termination of the Agreement, Management Company shall relinquish possession and control of the Property to Owner and shall deliver to Owner all of Owner's property and the Property and Management Company shall assign, transfer, or convey to such person or persons as may be designated by Owner all service contracts and personal property, relating to or used in the operation and maintenance of the Property. Management Company shall also use all reasonable efforts to cooperate with Owner to accomplish an orderly transfer of the operation and management of the Property to a party designated by Owner and deliver to Owner the following with respect to the Property:

- a.) A final accounting, reflecting the balance of income and expenses on the Property as of the date of termination to be delivered within thirty (30) days after termination.
- b.) Any balance or monies of Owner and tenant security deposits held by Management Company with respect to the Property to be delivered immediately upon termination.
- c.) All original books, keys, records, contracts, invoices, vouchers, blank checks, canceled checks, bank books; financial statements, documents, supplies, materials, promotional materials, receipts for deposits, unpaid bills, on and offsite inventory, data, all computer databases for all information related to the Property in Management Company's computer database, all computer software and software related records and all other items of personal property, including papers or documents used in connection with the leasing, operation, repair, maintenance, and management of the Property to be delivered immediately upon termination.
- d.) All executed leases, insurance policies, correspondence, and other documents.

11.5 Due Upon Termination:

- a.) The Owner agrees to promptly pay or reimburse the Management Company for any sums of money due it under this Agreement for expenses and costs incurred prior to the termination.
- b.) The Management Company is authorized to retain, from the Owner's funds a sum equal to the average of the last three months expenses for a period of 60 days from the date of termination. The Management Company is authorized to pay all costs and expenses incurred prior to the termination of this Agreement but not billed or payable until a time subsequent to the termination. The Management Company will provide to the Owner an accounting of all such sums paid and at the end of the 60 days period will return to the owner any excess funds remaining.
- c.) All of the provisions of this Agreement which require the Owner or Management Company to have insurance or to defend, reimburse or indemnify the Management Company or Owner (including, but not limited to, paragraphs 4.1, 4.2 and 4.3. shall survive any termination and if the Management Company or Owner is or in the future becomes involved in any proceedings or litigation by reason of having been the Owners Management Company, or the Management Company's Principal, such provisions shall apply as if this agreement were still in effect.

- d.) In the event that there are any legal or administrative matters pending at the time of termination or any such matter should arise at any time subsequent to the termination of such matters require that the Owner or Management Company, its officers, directors or employees to become involved as to hearings, conferences, depositions, examination of records, trial or administrative testimony, meetings with attorneys, or any other activity involving the time and effort of the Management Company, then the Owner agrees that it is responsible for and will pay the time expended on an hourly basis, as determined by the gross salary, to include benefits and traveling paid to the Management Company, its officers, directors or employees and that such payment will be made within ten (10) days from receipt of any billing therefor.

11.6 Property Management Software Program Historical Access Fee. Regardless if the property is sold, transferred, or if this agreement is terminated with or without cause by the Owner or the Management Company, Owner shall pay a fee determined by the Property Management Software Program company to allow access to data and records for up to seven (7) years starting from the last annual subscription fee expiration date.

ARTICLE 12.

MISCELLANEOUS

12.1 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of Owner and its respective successors and permitted assigns. The Management Company shall not assign or transfer any rights hereunder or interest herein (including, without limitation monies due or that may become due hereunder) without the written consent of the other. No assignment will release or discharge the assignor from any duty or responsibility hereunder.

12.2 No Waiver. No failure by Owner or Management Company to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement or to exercise any right or remedy in the event of a breach hereunder, and no acceptance of any funds from Management Company or Owner during the continuance of any such breach, shall constitute a waiver of any such breach or of any such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement to be performed or complied with by Management Company or Owner, nor any breach thereof, shall be waived, altered or modified except by a written instrument executed by Owner and Management Company. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach thereof.

12.3 No Representation. Owner and Management Company each acknowledges that the other Party has made no representations with respect to the Property, its income, expenses, operation, or the benefits that may accrue to such Party hereunder, other than as expressly provided herein.

12.4 Further Assurances. Each Party hereby agrees to execute and deliver all such other and additional instruments and documents and do all such other acts and things as may be necessary to more fully effectuate this Agreement.

12.5 Notices. Any notice, request, demand, designation, report, offer, acceptance, certificate or other instrument which may be required or permitted to be delivered to or served upon a Party shall be deemed sufficiently given or furnished to or served upon such Party if in writing, addressed to such Party at the following addresses and if such notice, request, demand, report, offer, acceptance, certificate or other instrument shall be received by such Party:

If to Management Company:

Carrie L. Brewer, Chief Executive Officer
Professional Management, Inc.
9095 S.W. 87th Avenue, Suite 777
Miami, FL 33176
Email: CarrieB@pmiflorida.com

If to Owner:

On ten (10) days prior written notice given in accordance with this Section, a Party may specify any other address to which notices should be sent under this Agreement.

12.6 Non-Reliance. Each Party represents to the other that, except for facts and representations stated herein, such Party has not relied on any other Party or its investment advisors for tax, accounting, or legal advice in entering into this Agreement.

12.7 Captions: Partial Invalidity. The captions, paragraph numbers, Section numbers, Article numbers and index appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraphs, sections, or articles of this Agreement, nor in any way affect this Agreement. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be otherwise of full force and effect. The particular pronouns used herein, whether masculine, feminine or neuter, singular or plural, are intended only to be used as a convenience in reference and shall not be construed to limit or change the meaning of the language of this Agreement taken by paragraph or as a whole.

12.8 Entire Agreement. This Agreement shall constitute the entire agreement of the Parties with respect to the subject matter hereof; all prior agreements between the Parties with respect to the subject matter hereof, whether written or oral, are merged herein and shall be of no force and effect. This Agreement cannot be changed, modified, or discharged orally, other than by an agreement in writing, signed by the Party against whom enforcement of the change, modification or discharge is sought.

12.9 Applicable Law. This Agreement shall be interpreted, construed and enforced under and governed by the laws of the State of Florida.

12.10 Counterparts: Complete Agreement. This Agreement is being executed in at least two (2) original counterparts, each of which shall for all purposes be deemed an original and all of such counterparts shall together constitute but one and the same agreement.

12.11 Rights of Third Party: Waiver of Conditions. All conditions of the obligations of each Party hereunder are imposed solely and exclusively for the benefit of the Parties, and no other Person shall have standing to require satisfaction of such conditions in accordance with their terms or be entitled to assume that a Party will refuse to perform in absence of strict compliance with any or all thereof, and no Person other than the other Parties, shall, under any circumstances, be deemed to be a beneficiary of such conditions, any and all of which may be freely waived in whole or in part by a Party at any time if, in its sole discretion, it deems it desirable to do so.

12.12 Time of Essence. Owner and Management Company agree that time is of the essence with respect to the deadlines set forth herein, and in the term of this Agreement.

12.13 Attorney's Fees. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such party's reasonable costs and attorney's fees.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement under seal as of the day and year first above written.

MANAGEMENT COMPANY:

PROFESSIONAL MANAGEMENT, INC., a
Florida corporation

By: _____
Name: _____
Title: _____

OWNER:

_____, a Florida _____

By: _____
Name: _____
Title: _____

LIHTC ADDENDUM

This LIHTC Addendum (the "Addendum") to the Management Agreement (the "Agreement") by and among PROFESSIONAL MANAGEMENT, INC., a Florida corporation (herein called the "Management Company"), and _____, a Florida _____ (herein called the "Owner");.

The Agreement is hereby modified to include the following provisions:

1. **Definitions.** The following capitalized terms shall have the meanings given to them under this Section 1:

"Agency" means individually, and as the context requires, collectively, the Federal Government, the Florida Housing Finance Corporation and/or the Housing Finance Authority of Miami-Dade County, Florida, and their respective compliance Management Companies.

"Regulatory Agreements" mean individually, and as the context requires, collectively, the Land Use Restriction Agreement and the Extended Low Income Housing Agreement between the Owner and the Agency.

"LIHTC Program" means the Federal Low Income Housing Tax Credit Program described in Section 42 of the Internal Revenue Code (the "Code") as administered by the Florida Housing Financing Corporation and the Housing Finance Authority of Miami-Dade County, Florida.

"Bond Program" means the Multi-Family Revenue Bond Program described in Chapter 159, Part IV, Florida Statutes, the Section 141, et. seq. of the Internal Revenue Code of 1986, as amended, and Rule 67-21, F.A.C, as administered by the Florida Housing Finance Corporation and the Housing Finance Authority of Miami-Dade County, Florida.

"AHP" means the Affordable Housing Program.

2. **Management Company's Responsibilities.**

A. **Agency Requirements.** The Property is expected to receive tax credits administered by the Florida Housing Finance Corporation. Owner has or will accordingly enter into the Regulatory Agreements whereby Owner is obligated to provide for management of the Property in a manner satisfactory to the Agency. The Owner has or will furnish to the Management Company copies of the Regulatory Agreements. In performing its duties under this Management Agreement, the Management Company will comply with the requirements of the Regulatory Agreements, the Bond Program, the LIHTC Program, the AHP Program and any other directives of the Agency. In the event any instruction from Owner is in contravention of such requirements, the latter will prevail.

Management Company represents and warrants that Management Company has professional experience and expertise in the management of low-income multi-family properties and that Management Company possesses knowledge of the requirements from the Agency regarding the LIHTC, Bond Programs and AHP and other laws, regulations, orders, rules, and other requirements necessary to fully comply with the LIHTC, Bond Programs and AHP Programs.

Management Company also represents and warrants that the management of the Property and the maintenance of all records pertaining thereto shall be conducted in such a manner as to comply with all federal, state, county and local laws, regulations and ordinances pertaining to the LIHTC, Bond Programs and AHP programs.

B. Rules and Regulations. Management Company agrees to perform its duties in accordance with the terms of the Agreement and Owner's written instructions unless and except to the extent such written instructions conflict or contravene Agency directives. Management Company will execute and file when due all reports, returns and forms required by any governmental authority (excluding federal income tax returns).

C. Records and Accounts. Management Company will maintain segregated records, books, and accounts for the Property in a form satisfactory to Owner and in full compliance with all HUD rules and regulations, the Code, the Regulatory Agreements, the LIHTC, Bond Programs, and AHP Programs' rules and regulations, the directives of the Agency and Owner and will be subject to examination and audit by Owner's, HUD's and/or Agency's authorized representatives at reasonable times and upon reasonable notice. Management Company will assist with the preparation of various reports and forms relating to the LIHTC, Bond Programs and AHP Programs

D. Rent Schedules. Management Company will furnish Owner with rent schedules as, from time to time, are approved by the Agency, showing rents for units and other charges for facilities and services. In no event will such contract rents and other charges be exceeded. Eligibility for rents which are less than such contract rents, and the amount of the lesser rents, will be determined in accordance with the directives of the Agency and the requirements of the LIHTC, Bond and AHP Programs. Management Company shall also provide Owner with reports pertaining to the number of units occupied by low-income tenants and other additional reports as may be requested from time to time by Owner and/or the Agency, such reports to be delivered on a monthly basis by the 15th day of the following month.

E. Rentals. Management Company will follow a resident selection policy by giving preference to low and moderate income families who qualify pursuant to the guidelines of the LIHTC and Bond Programs. The terms of all leases will comply with the directives of the Agency and the requirements of the LIHTC and Bond Programs and the leases will be in a form approved by the Owner and the Agency; however, individual leases need not be submitted for the approval of the Owner or the Agency. Management Company will counsel all prospective residents regarding eligibility for dwelling rents which are less than contract rents and will prepare and verify the certifications and recertifications in accordance with the directives of the Agency and the requirements of the LIHTC, Bond and AHP Programs.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day and year first above written.

MANAGEMENT COMPANY:

PROFESSIONAL MANAGEMENT, INC., a
Florida Corporation

By: _____
Name: _____
Title: _____

OWNER:

_____, a Florida _____

By: _____
Name: _____
Title: _____

Exhibit I

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)

| 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? (<i>Measure from centerline of marking to centerline of marking</i>) | | | |
| 4.6.3; Fig. 9; | 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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|----------|---|-----------------------|---------------|----------------|
| 4.3.2(1) | ACCESSIBLE ROUTE: 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? Is a curb ramp needed but not provided? | | | |
| 4.5.2 | 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? 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? Surface: 1. Firm, stable and slip-resistant? 2. Changes in level between 1/4" - 1/2" shall be beveled? 3. Changes in level greater than 1/2" 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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|--|--|-----------------------|---------------|----------------|
| | 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 ¼" 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: (<i>can be fire extinguishers, underside of stairs, signs, shelves, cabinets, tree branches, etc.</i>) 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: (<i>Can be found on rent drop boxes, light switches, dumpsters, trash chutes, fire alarms, intercoms, fixed vending machines, etc.</i>) 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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|----------------------------|---|-----------------------|---------------------|-------------------|
| | RAMP: | | | |
| | 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; | 1. If ramp is longer than 72", then are handrails provided on both sides? | | | |
| 4.8.7; | 2. If ramp or landings have drop-offs, are there curbs, walls, railings or projecting surfaces that prevent people from slipping off? | | | |
| Fig. 17 | 3. If a curb is provided, is it at least 2" high? | | | |
| 4.8.8; | Can water accumulate on walking surface? | | | |
| 4.26.2; | Handrails: | | | |
| 4.8.5(2), (3), (5), & (6); | 1. Diameter of gripping surface between 1 1/4" to 1 1/2"? | | | |
| | 2. Clear space between the handrail and the wall shall be 1 1/2" 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? | | | |

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| | 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? | | | |

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|-------------|--|-----------------------|---------------------|-------------------|
| | 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; | Swinging Doors - Pull side (Choose only one) | | | |
| Fig. 25(a); | 1. Approaching the door head-on (Fig. 25(a)): | | | |
| Fig. 25(b); | Is there at least 18" to the latch side? | | | |
| Fig. 25(c); | 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; | Swinging Doors - Push side (Choose only one) | | | |
| Fig. 25(a); | 1. Approaching the door head-on (Fig. 25(a)): | | | |
| Fig. 25(b); | 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. | | | |
| Fig. 25(c); | 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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|--|--|-----------------------|---------------|----------------|
| 4.13.6; Fig. 25(d); Fig. 25(e); Fig. 25(f); | DOORS AND GATES: 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"? Two Doors in a Series (Vestibule): Between the doors, is there at least 48" beyond the swing of the doors? Clear Door Width is at least 32"? (<i>Measured from the door face to the opposite stop when the door is open 90°.</i>) <i>(At double doors, measure using only one door.)</i> Does the door take more than 3 seconds to close? (<i>From an open position of 70° to a point 3" from the latch</i>) | | | |
| 4.13.7; Fig. 26 4.13.5; Fig. 24; 4.13.4; 4.13.10; | 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? Thresholds: 1. For exterior sliding doors, the threshold is no higher than 3/4"? 2. For all other doors, the threshold is no higher than 3/4" (1/2" in New Construction)? 3. Is the threshold beveled? | | | |
| 4.13.8; | | | | |

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|---|---|-----------------------|---------------|----------------|
| | 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)? | | | |

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|---|---|-----------------------|---------------|----------------|
| 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c); | <p>PUBLIC OFFICES/MTG ROOMS/REC. ROOMS/LOBBIES, ETC.:</p> <p>Swinging Doors - Push side (Choose only one)</p> <p>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"?</p> <p>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)?</p> <p>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)?</p> | | | |
| 4.13.5; Fig. 24; 4.13.4; 4.13.9; 4.13.11; | <p>Clear Door Width is at least 32"? (<i>Measured from the door face to the opposite stop when the door is open 90°.</i>) (<i>At double doors, measure using only one door.</i>)</p> <p>Door Hardware:</p> <p>1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.)</p> <p>2. Mounted no higher than 48" above the floor? (Including common use dead bolts.)</p> <p>3. For interior doors only, opening force is no more than 5 pounds?</p> | | | |
| 4.13.8; | <p>Thresholds:</p> <p>1. The threshold is no higher than 1/4" (1/2" in New Construction)?</p> <p>2. Is the threshold beveled?</p> | | | |
| 7.2; 4.32.4; | <p>Business/Transactional Counter: If the counter is more than 36" above the floor:</p> <p>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"?</p> | | | |

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|--|---|-----------------------|---------------|----------------|
| | 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)? | | | |

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|--------------------------------|--|-----------------------|---------------|----------------|
| 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 1/4" (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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|---|--|-----------------------|---------------|----------------|
| | 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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| 4.13.5; Fig. 24; 4.13.4; | Clear Door Width is at least 32"? <i>(Measured from the door face to the opposite stop when the door is open 90°.)</i> <i>(At double doors, measure using only one door.)</i> | | | |
| 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 3/4" (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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|---|--|-----------------------|-----|---------------------|-------------------|
| | | WOMEN | MEN | | |
| | PUBLIC RESTROOMS: | | | | |
| | 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; | Swinging Doors - Pull side (Choose only one) | | | | |
| Fig. 25(a); Fig. 25(b); Fig. 25(c); | 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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|--|--|-----------------------|-----|---------------|----------------|
| | | WOMEN | MEN | | |
| 4.22.6; 4.19.2; 4.19.3; 4.19.4; Fig. 31; Fig. 32; | PUBLIC RESTROOMS: 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? Faucet Controls automatic or easily operated with one hand and don't require tight gripping, pinching or twisting of the wrist? | | | | |
| 4.19.5; 4.27.4; | Is the Mirror mounted with bottom edge of the reflecting surface no more than 40" above the floor? 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 f. 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? | | | | |
| 4.22.6; 4.19.6; 4.22.7; 4.27; 4.2.5; 4.2.6; | | | | | |

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|--|---|-----------------------|-----|---------------------|-------------------|
| | | WOMEN | MEN | | |
| 4.22.3; 4.2.3; Fig. 3; | PUBLIC RESTROOMS: 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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|---|--|-----------------------|------------|---------------|----------------|
| | PUBLIC RESTROOMS: | WOMEN | MEN | | |
| | <p>6. Side Grab Bar:</p> <ul style="list-style-type: none"> a. Is centerline of grab bar mounted between 33" and 36" above the floor? b. Is grab bar between 1 1/4" and 1 1/2" in diameter? c. Is the space between the grab bar and the wall 1 1/2" exactly? d. Is the grab bar no more than 12" of the back wall and at least 40" long? <p>7. Back Grab Bar:</p> <ul style="list-style-type: none"> a. Is centerline of grab bar mounted between 33" and 36" above the floor? b. Is grab bar between 1 1/4" and 1 1/2" in diameter? c. Is the space between the grab bar and the wall 1 1/2" exactly? d. Is the grab bar no more than 6" of the side wall and at least 36" long? | | | | |
| <p>4.23.3; 4.1.6; Fig. 28; 4.1.6.4; Fig. 29; 4.26.2; 4.1.6.5;</p> | <p>Toilet NOT in a Stall (unisex or single-user restroom)</p> <ul style="list-style-type: none"> 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")? <p>3. Side Grab Bar:</p> <ul style="list-style-type: none"> a. Is centerline of grab bar mounted between 33" and 36" above the floor? b. Is grab bar between 1 1/4" and 1 1/2" in diameter? c. Is the space between the grab bar and the wall 1 1/2" 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? <p>4. Back Grab Bar:</p> <ul style="list-style-type: none"> a. Is centerline of grab bar mounted between 33" and 36" above the floor? b. Is grab bar between 1 1/4" and 1 1/2" in diameter? d. Is the space between the grab bar and the wall 1 1/2" exactly? e. Is the grab bar no more than 6" of the side wall and at least 36" long? | | | | |

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|--|--|-----------------------|---------------|----------------|
| | 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 3/4" 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 1/2" 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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| 4.10.2 | ELEVATOR/PLATFORM LIFT: Does the car self-level to within 1/2"? | | | |
| 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 (<i>measured from panel to panel</i>)? 2. If door is to one side, is the car at least 51" deep and 68" wide (<i>measured from panel to panel</i>)? 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 3/4"? 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 align 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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| | 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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|---------------------------------------|--|-----------------------|---------------|----------------|
| | MAILBOXES: | | | |
| | Mallbox 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); 4.2; | 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")? | | | |
| 4.1; 4.2.5; 4.2.6; 4.2.4 | <ol style="list-style-type: none"> 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.) Front approach (fig. 5(a)): mounted no higher than 48" above the floor? 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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| | 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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| | 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; 4.13.10; | 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.) 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 3/4" (1/2" in New Construction)? 2. Is the threshold beveled? Minimum of 1 front-loading washer and dryer? | | | |
| 4.34.7.2; 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? Fixed or built-in tables and work surfaces: | | | |
| 4.1.2(17); 4.32.3; 4.32.4 | 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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| | 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; | Swinging Doors - Pull side (Choose only one) | | | |
| Fig. 25(a); | 1. Approaching the door head-on (fig. 25(a)): | | | |
| Fig. 25(b); | Is there at least 18" to the latch side? | | | |
| Fig. 25(c); | 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; | Swinging Doors - Push side (Choose only one) | | | |
| Fig. 25(a); | 1. Approaching the door head-on (fig. 25(a)): | | | |
| Fig. 25(b); | Is there at least 12" to the latch side when there | | | |
| Fig. 25(c); | 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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| | DUMPSTERS AND TRASH CHUTES: | | | |
| 4.13.5; Fig. 24; 4.13.4; | 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)? | | | |
| 4.13.10; | 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.) 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 3/4" (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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| | CLOTHES LINES, PICNIC AREA, PLAY EQUIPMENT, OTHER: Location: | | | |
| 4.3.3; 4.4.1; Fig. 7; Fig. 8(c); 4.13.6 | 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")? 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; | Swinging Doors - Pull side (Choose only one) | | | |
| Fig. 25(a); Fig. 25(b); Fig. 25(c); | 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; | Swinging Doors - Push side (Choose only one) | | | |
| Fig. 25(a); Fig. 25(b); Fig. 25(c); | 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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| | CLOTHES LINES, PICNIC AREA, PLAY EQUIPMENT, OTHER: | | | |
| 4.13.5; Fig. 24; 4.13.4; | 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)? 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 3/4" (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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| | 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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|-----------------|---|-----------------------|---------------|----------------|
| | MISCELLANEOUS: | | | |
| 4.1.2(16); | Telephones: <i>(At least one accessible telephone must be provided at each bank of telephones and individual telephone location)</i> | | | |
| 4.31.2; | Clear Floor Space at least 30" x 48" for a parallel approach or a forward approach.) | | | |
| 4.31.3; | Telephone Mount Height: | | | |
| 4.2.5; | 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? | | | |
| 4.2.6; | 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) | Is there at least one telephone with Volume Control? | | | |
| 4.31.5; | | | | |
| 4.31.8; | Telephone Cord at least 29" long? | | | |
| 4.4.1; | Protruding Object: | | | |
| Fig. 8(a) & (b) | 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? | | | |

* 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 _____
 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 | DWELLING UNIT ACCESSIBLE ELEMENTS | Measurements/Comments | N/C Finding * | Picture No. ** |
|---|---|-----------------------|---------------|----------------|
| | DWELLING UNIT/ACCESSIBLE ROUTE: <i>(Includes private outdoor spaces such as balconies, patios, clothes lines, trash receptacle areas, etc.) (Use pages 2 – 32 for all common use elements.)</i> | | | |
| | 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; | Swinging Doors - Pull side (Choose only one) | | | |
| Fig. 25(a); Fig. 25(b); Fig. 25(c); | 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; | Swinging Doors - Push side (Choose only one) | | | |
| Fig. 25(a); Fig. 25(b); Fig. 25(c); | 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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|--|--|-----------------------|---------------|----------------|
| | 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 3/4" (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 as 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 1/4" - 1/2" shall be beveled? 3. Changes in level greater than 1/2" 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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|---------------|---|-----------------------|---------------|----------------|
| | 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; | Sliding Doors (Choose one for each side) | | | |
| Fig. 25(d); | 1. Approaching the door head-on (fig. 25(d)): | | | |
| Fig. 25(e); | Is the depth at least 48"? | | | |
| Fig. 25(f); | 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); | Clear Door Width is at least 32"? | | | |
| 4.13.5; | | | | |
| Fig. 24; | | | | |
| 4.34.2(6); | Thresholds: | | | |
| 4.13.8; | 1. For exterior sliding doors, the threshold is no higher than 3/4"? | | | |
| | 2. The threshold is no higher than 3/4" (1/2" in New Construction)? | | | |
| | 3. Is the threshold beveled? | | | |
| 4.34.2(2); | Is there a turning space (a 60" diameter circle or T-shape)? | | | |
| 4.2.3; | | | | |
| Fig. 3; | | | | |
| 4.34.2(3); | 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")? | | | |
| 4.3.3; 4.4.1; | | | | |
| Fig. 8(e); | Surface: | | | |
| 4.34.2(2); | 1. Firm, stable and slip-resistant? | | | |
| 4.5.1; | 2. Changes in level between 1/4" - 1/2" shall be beveled? | | | |
| 4.3.8; | 3. Changes in level greater than 1/2" are ramped? | | | |
| 4.5.2; | | | | |
| 4.34.2(2); | Must stairs be used as part of the accessible route? ("Yes" is a barrier.) | | | |
| 4.5.2 | | | | |
| 4.34.2(2); | Slope is 5% or less (if slope is greater than 5% and it has ramp features, survey it as a ramp)? | | | |
| 4.3.7; | | | | |
| 4.34.2(2); | Cross-slope is no more than 2%; | | | |
| 4.3.7; | | | | |

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|--|--|-----------------------|---------------|----------------|
| | DWELLING UNIT/ACCESSIBLE ROUTE: | | | |
| | BATHROOMS <i>(Only one must comply.)</i> | | | |
| 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 3/4" (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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|---------------|---|-----------------------|---------------|----------------|
| | 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); | Grab Bars at Toilet: | | | |
| 4.26; | Side Grab Bar: | | | |
| Fig. 29; | 1. Is centerline of grab bar mounted between 33" and 36" above the floor? | | | |
| | 2. Is grab bar between 1 1/4" and 1 1/2" in diameter? | | | |
| | 3. Is the space between the grab bar and the wall 1 1/2" exactly? (<i>Make a note if the grab bar is fold-down or floor-mounted type.</i>) | | | |
| | 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 1/4" and 1 1/2" in diameter? | | | |
| | 3. Is the space between the grab bar and the wall 1 1/2" exactly? | | | |
| | 4. Is the grab bar no more than 6" of the side wall and at least 36" long? | | | |
| 4.34.5.2(4); | Toilet Paper Dispenser: | | | |
| Fig. 47(b); | 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); | Unobstructed Turning Space: Is there an unobstructed turning space (a 60" diameter circle or T-shaped space)? | | | |
| 4.2.3; Fig. 3 | Lavatory (a.k.a. Sink): | | | |
| 4.34.5.3(1); | 1. Top of the rim is no more than 34" above the floor? | | | |
| 4.22.6; | 2. Bottom of apron is at least 29" above the floor? | | | |
| 4.19.2; | 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)? | | | |
| 4.19.3; | | | | |
| Fig. 31; | | | | |
| 4.19.4; | | | | |

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|---|--|-----------------------|---------------|----------------|
| | DWELLING UNIT/ACCESSIBLE ROUTE: | | | |
| 4.34.5.3(1); 4.22.6; 4.19.5; 4.27.4; | 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; 4.19.6; | 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? | | | |
| | Bath tub: | | | |
| 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? | | | |

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|--|--|-----------------------|---------------|----------------|
| <p>4.34.5.4(3); Fig. 34; 4.26; Fig. 48</p> | <p>DWELLING UNIT/ACCESSIBLE ROUTE.</p> <p>Tub Grab Bars:</p> <p>Control Wall (foot of tub) Grab Bar:</p> <ol style="list-style-type: none"> 1. Is centerline of grab bar mounted between 33" and 36" above the floor? 2. Is grab bar between 1 1/4" and 1 1/2" in diameter? 3. Is the space between the grab bar and the wall 1 1/2" exactly? 4. At least 24" long, mounted to the open side of the tub? <p>Back Wall Grab Bars (two - one over top of other):</p> <ol style="list-style-type: none"> 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 1/4" and 1 1/2" in diameter? 4. Is the space between the grab bars and the wall 1 1/2" 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? <p>Head of Tub Grab Bar:</p> <ol style="list-style-type: none"> 1. Is centerline of the grab bar mounted between 33" and 36" above the floor? 2. Is grab bar between 1 1/4" and 1 1/2" in diameter? 3. Is the space between the grab bar and the wall 1 1/2" exactly? 4. Is the grab bar at least 12" long? | | | |

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|---|--|-----------------------|---------------|----------------|
| | 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 1/2"?" a. Clear floor space at least 36" by 48" 2. Roll-in: 30" deep by 60" (58 1/2" 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"): Back Wall 1. Is centerline mounted between 33" and 36" above the floor? 2. Between 1 1/4" and 1 1/2" in diameter? 3. Is the space between the grab bar and the wall 1 1/2" exactly? 4. 18" long positioned between the centerline of the stall and the control wall? | | | |

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|----------|---|-----------------------|---------------|----------------|
| | <p>DWELLING UNIT/ACCESSIBLE ROUTE:</p> <p>Control Wall</p> <ol style="list-style-type: none"> 1. Is centerline mounted between 33" and 36" above the floor? 2. Between 1 1/4" and 1 1/2" in diameter? 3. Is the space between the grab bar and the wall 1 1/2" exactly? 4. Extends the length of the wall? <p>ROLL-IN SHOWER (30" x 60"):</p> <p>Side Wall</p> <ol style="list-style-type: none"> 1. Is centerline mounted between 33" and 36" above the floor? 2. Between 1 1/4" and 1 1/2" in diameter? 3. Is the space between the grab bar and the wall 1 1/2" exactly? 4. Extends the length of the wall? <p>Back Wall</p> <ol style="list-style-type: none"> 1. Is centerline mounted between 33" and 36" above the floor? 2. Between 1 1/4" and 1 1/2" in diameter? 3. Is the space between the grab bar and the wall 1 1/2" exactly? 4. Extends the length of the wall? <p>Control Wall</p> <ol style="list-style-type: none"> 1. Is centerline mounted between 33" and 36" above the floor? 2. Between 1 1/4" and 1 1/2" in diameter? 3. Is the space between the grab bar and the wall 1 1/2" exactly? 4. Extends the length of the wall? | | | |

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|---|--|-----------------------|---------------|----------------|
| | 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; Cook top; Refrigerator; Storage Facilities, Etc. Range; Dishwasher; Counter; | | | |
| 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 1/2"? | | | |

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|---|---|-----------------------|---------------|----------------|
| 4.34.6.5(8); | DWELLING UNIT/ACCESSIBLE ROUTE: 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? | | | |

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|---|---|-----------------------|---------------|----------------|
| | DWELLING UNIT/ACCESSIBLE ROUTE: | | | |
| 4.34.2(9); 4.1.2(12) | OTHER CONTROLS | | | |
| 4.2.4; Fig. 4; 4.34.2(9); 4.2.7; | <p>Other Controls:</p> <p>1. Does each have a clear floor space of 30" x 48"?</p> <p>a. thermostats</p> <p>b. heating/air conditioning</p> <p>c. light switches</p> <p>d. electrical wall outlets (<i>cannot be lower than 15"</i>)</p> <p>e. _____</p> <p>f. _____</p> | | | |
| 4.2.5; 4.2.6 | <p>2. Is the Highest and Lowest Operable Part within reach? (identify the approach):</p> <p>a. Forward approach (Fig. 5(a)): 15" to 48".</p> <p>b. Side approach (Fig. 6(b)): 9" to 54".</p> <p>c. Forward approach over an obstruction less than 20" deep (Fig. 5(b)): no higher than 48".</p> <p>d. Forward approach over an obstruction 20 to 25" deep (Fig. 5(b)): no higher than 44".</p> <p>e. Side reach over an obstruction no more than 10" deep (Fig. 6(b)): no higher than 54".</p> <p>f. Side reach over an obstruction 10" to 24" deep (Fig. 6(c)): no higher than 46".</p> <p>3. Is it operable with one hand without tight grasping, pinching, or twisting of the wrist?</p> | | | |

* Place asterisk in column for findings of non-compliance.
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EXHIBIT "J"
GENERAL CONDITIONS (HUD55)

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2027)

**Applicability. This form is applicable to any
construction/development contract greater than \$250,000.**

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (j) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, **Schedule** engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed of the work, and that it has investigated and satisfied itself

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

- reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.
- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

- (c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
- (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment.

When required by this contract or by the Contracting Officer, the Contractor shall also obtain the

Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting

approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

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

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

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

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

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

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels **Construction** when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of

- (a) Definitions. As used in this clause -
- (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
 - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the Construction PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
- (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
- (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

this contract within _____ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions
accordance with the terms and conditions of the

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

- retain ten (10) percent of the amount of progress
- (a) The PHA shall pay the Contractor the price as provided in this contract.
 - (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
 - (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in subcontract.

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not: (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
- (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

- been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.
- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the **Convenience** Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ _____ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.

(b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

(c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) 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, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

(a) Definitions. As used in this contract -

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

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

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

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

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

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

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

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- (b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship

(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

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

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

(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit

access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

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

No member, officer, or employee of the PHA, 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 PHA 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 contract or the proceeds thereof.

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

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of ~~Acts~~ Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related

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

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

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including

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

- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

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

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

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

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

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

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

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

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

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State

Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

- the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
- (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- () Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Exhibit J

Legal Description

Phase One Property:

Miami-Dade Property Folio: 30-3115-031-0030

| |
|------------------------------|
| 15 53 41 |
| BURDETTE PARK A SUB PB 21-82 |
| LOTS 11 TO 50 INC |
| LOT SIZE 142100 SQUARE FEET |

Phase Two Property:

Miami-Dade Property Folio: 30-3115-000-0280

| |
|------------------------------|
| 15 53 41 5.27 AC |
| NW1/4 OF SW1/4 OF SW1/4 LESS |
| FOLLOWING N25FT & W225FT OF |
| S330FT & W380FT OF N330FT |
| LOT SIZE 229561 SQUARE FEET |

Phase Three Property:

Miami-Dade Property Folio: 30-3115-025-0300

| |
|-----------------------------------|
| GORRAY PARK PB 12-30 |
| LOTS 1 THRU 31 BLK 2 LESS |
| E25FT OF LOTS 1-3 INC & 28-31 INC |
| LOT SIZE 165916 SQUARE FEET |

Exhibit K

Phase Option Agreement

OPTION TO GROUND LEASE

This Option to Ground Lease (this “**Option**”) is made and entered into as of _____, 2025 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, and a “public housing agency” as defined in accordance with the provisions of the United States Housing Act of 1937, as amended, (42 U.S.C. § 1437, *et seq.*) (the “**Authority**”), and INTEGRA SOLUTIONS, LLC, a Florida limited liability company (“**Optionee**”). With respect to Phase One of Annie Coleman 15, Optionee shall assign its rights and obligations under this Option to AC 15 RENAISSANCE, LP, a Florida limited partnership. With respect to Phase Two and Phase Three of Annie Coleman 15, Optionee shall assign its rights and obligations under the Option to affiliate entities, which are to be determined.

WITNESSETH

WHEREAS, the Authority has selected Optionee to redevelop Annie Coleman 15 (pursuant to WOPR-01295-05B, submitted 9/11/2023).

WHEREAS, the Authority owns public housing located on land in Miami-Dade County, Florida, as more particularly described on Exhibit A attached hereto and incorporated herein (the “**Property**”).

WHEREAS, Optionee has been organized to serve as the “Owner Entity” with respect to each phase of the redevelopment effort (the “**Development Phase**”).

WHEREAS, Optionee intends to redevelop (under the Rental Assistance Demonstration (“**RAD**”) program of the United States Department of Housing and Urban Development (“**HUD**”) the public housing currently on the Property, together with the construction of related site improvements and amenities on the Property (the “**Project**”).

WHEREAS, Optionee intends to apply to the Request for Applications (“**RFA**”) issued by the Florida Housing Finance Corporation (“**FHFC**”) for tax-exempt bonds and/or low-income housing tax credits (“**LIHTC**”) to assist in the development of the Project

WHEREAS, in connection with the LIHTC application to FHFC and otherwise to pursue financing, Optionee must demonstrate that it has “site control” of the Property sufficient to comply with the applicable financing requirements and issues this Option in order to satisfy same.

WHEREAS, the Option provides Optionee and its affiliates with the option to enter into one or more long-term ground leases for different parcels that comprise the Property (the “**Lease(s)**”) with the Authority in order to facilitate the Project, which the Authority and Optionee seek to pursue.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and the mutual covenants of the Authority and Optionee and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the Authority and Optionee hereby agree as follows:

1. Option. At any time on or before the Termination Date (as defined in Section 2), Optionee shall have the right and option to lease the Property pursuant to one or more Leases. Optionee may exercise the option granted herein at any time during the time prior to the Termination Date by notifying the Authority in writing at least thirty (30) days prior to the date any Lease shall become effective; provided, however, that the form and substance of the Leases and the execution and delivery of the Leases shall be subject to the approval of HUD, if and as required.

2. Term. Unless exercised by execution of one or more Leases or extended in writing by the parties hereto, this Option shall terminate without notice on _____ (the "**Termination Date**").

3. Terms and Conditions of Lease. The material terms of the Leases shall be as follows:

- a. Each Lease term shall be ninety-nine (99) years.
- b. Each Lease will contain such reasonable terms and conditions as are required by the Authority, lenders, investors, and HUD.
- c. Each Lease rent shall be as follows:
 - i. An annual share of 30% the revenue/net cash flow payable, commencing after the stabilization period, about one year after issuance of Certificate of Occupancy of each applicable Phase built through the end of the Lease term, payable out of the available net cash flow distributable by Optionee; and
 - ii. a capitalized ground lease payment (the "Capitalized Ground Lease Payment"), to be paid into escrow and released in accordance with the terms and conditions set forth in the Memorandum of Agreement (the "MOA") between the Authority and Optionee, dated February 18, 2025, in the cumulative amount of \$5,203,750.00, which amount is calculated by the number of units (i.e., 905) times \$5,750.00. If greater or fewer than 905 units are constructed, the Capitalized Ground Lease Payment shall be adjusted on a unit-for-unit basis.
 - iii. An additional Capitalized Ground Lease Payment, due within 30 days of issuance of IRS form 8609s for each phase built, in the amount of \$4,250.00 per unit built, in accordance with the terms and conditions of the MOA.
- d. Title to the Property shall be "as is" and subject to of all liens, charges, encumbrances, encroachments, easements, restrictions, leases, tenancies, occupancies or agreements including, but not limited to, use restrictions placed on

the Property in conformance with HUD or FHFC requirements, and any other permitted exceptions agreed to by the Authority and Optionee. The Authority and Optionee acknowledge and agree that Optionee will rely on title insurance with respect to its leasehold interest in the Property and its ownership interest in the Project.

- e. Optionee will be responsible for all operating expenses of the Property, including insurance and all real estate taxes or payments in lieu of real estate taxes.
 - f. Except as expressly set forth in the Leases, neither the Authority nor Optionee will have the right to transfer or assign its rights under the Leases, except with the consent of the other and, if applicable, of HUD.
 - g. Use of the Property will be the redevelopment, construction, and operation of affordable housing including units to be assisted under the HUD RAD/Section 18 program or otherwise.
4. Conditions. The Authority and Optionee shall each be obligated to execute and deliver the Leases only upon the satisfaction of each of the following conditions:
- a. Optionee shall have obtained any and all government approvals, licenses, permits and other approvals necessary for the development of each phase of the Project, including, without limitation, such approvals as may be required under the National Environmental Policy Act and regulations thereunder. Without limitation, Optionee and/or the Authority shall have completed any federally required environmental review and its request for release of federal funds has been approved (and upon compliance with any conditions of approval established by the Responsible Entity and/or HUD), unless it has been determined that the transfer is exempt from federal environmental review and a request for release of funds is not required.
 - b. Optionee shall have received an allocation of tax-exempt financing and/or LIHTC for each phase of the Project, facilitated the contribution of equity through the admission of an equity investor in each Owner Entity, and arranged debt financing that the parties agree are sufficient to develop each phase of the Property; and
 - c. The Authority shall have received, on or before entering into any Lease, HUD's approval, if required, of the disposition of the Property, the conversion of assistance under the RAD program, and transactional documents including the form of the Lease.
 - d. The property is encumbered by a DOT (in favor of HUD), which recording folio numbers can be found under Exhibit A. Each proposed Ground Lease will include any HUD required model language. Neither Authority nor Optionee shall have any obligation to lease the land/property, and no transfer of a leasehold or fee title interest to Optionee may occur, unless and until HUD has provided a written

notification that HUD has completed a Federally required environmental review and, subject to any other contingencies of that approval notification. Prior to execution of any Ground Lease or transfer of fee title, HUD's disposition approval under Section 18 or other pertinent statute must be obtained; any existing residents of dwelling units on the property must be relocated, as necessary and consistent with applicable relocation requirements, if required by HUD; any HUD approved demolition actions on the property must be completed.

5. Termination. In addition to the terms established in Section 2 above, the occurrence of any of the following shall give the Authority the right to terminate this Option to Ground Lease upon the terms and conditions set forth below:

- a. Optionee fails to exercise its intention to apply to the Florida Housing Finance Corporation ("FHFC") for tax-exempt bonds and/or low-income housing tax credits ("LIHTC").
- b. Institution of proceedings in voluntary bankruptcy by Optionee.
- c. Institution of proceedings in involuntary bankruptcy against Optionee if such proceedings continue for a period of Ninety (90) days or more.
- d. Assignment of Lease by the Authority for the benefit of creditors.
- e. A final determination of termination of this Option to Ground Lease in a court of law in favor of the Authority in litigation instituted by Optionee against the Authority or brought by the Authority against Optionee.
- f. Optionee's failure to cure, within thirty (30) days following Optionee's receipt of written notice from the Authority with respect to Optionee's failure to cure 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 days period).

6. Debt Financing. Optionee will be permitted to assign or encumber its leasehold interest under any Lease as security for debt financing for each phase of the Project. Such assignments or encumbrances will be subject to the approval of the Authority and, if applicable, HUD.

7. Restrictive Covenant. In the event Optionee receives an allocation of LIHTC or tax-exempt bonds, the Authority hereby agrees that in its capacity as ground lessor under any Lease it shall execute for recordation a Low-Income Housing Tax Credit restrictive covenant if and as required by FHFC.

8. HUD/RAD Requirements. The parties to this Option shall comply with all applicable HUD and RAD Requirements including any applicable use restrictions. This Option is subject to those regulations and required approvals including all those regulations and required HUD approvals, including those under the RAD program, as applicable.

9. **URA Compliance:** The Authority acknowledges that prior to entering into this Option:

- a. Optionee has represented that it does not have authority to acquire property by eminent domain.
- b. Optionee has clearly advised the Authority that Optionee is unable to acquire the property if negotiations fail to result in an agreement; and
- c. Optionee has informed the Authority in writing of what it believes to be the market value of the Property.

10. Conveyance “AS IS.” The Authority will lease the Property to Optionee on an “AS IS, WHERE-IS, WITH ALL FLAWS” basis with no representations or warranties whatsoever regarding the Property.

11. License to Inspect. Prior to Closing on any Development Phase, the Authority shall grant Optionee a license to go onto the Property (or so much of it as the Authority then controls) and conduct all such inspections and testing as is reasonably necessary for development of each phase of the Project, provided that:

a. The Authority is given at least 48 hours’ prior notice in writing, where feasible, or such shorter notice as it reasonably agrees to, including a description of any inspections and testing to be performed.

b. all inspection and testing will be conducted in compliance with all applicable requirements and done in a manner to minimize any material interference with any tenant’s use and enjoyment of the Property.

c. Optionee and its contractors shall carry the insurance reasonably required by the Authority (which insurance shall cover any investigation performed pursuant to this Option) and shall provide the Authority with proof of coverage at the time of any request for access and shall name the Authority as an additional insured, as its interests may appear, on any such insurance.

d. unless due to the gross negligence or substantial misconduct of the Authority its commissioners, officers, agents, contractors or employees, Optionee shall defend, indemnify and hold the Authority, its commissioners, officers, agents, contractors or employees, and their successors and assigns, harmless against and from any and all liability, claim of liability or expense arising out of or in any way connected with (i) any default by Optionee in performing any of its obligations hereunder or in accordance with the applicable requirements, or (ii) any negligent, reckless or intentionally tortious act or omission of Optionee or any of its agents, contractors, servants or employees in exercising its rights hereunder, such indemnification obligation of Optionee to survive any expiration or termination of this Option; and

e. upon completion of any investigation or testing, Optionee shall return the Property to substantially the same condition as existed prior to Optionee undertaking such investigation or testing unless otherwise agreed in writing by the Authority, in which event Optionee agrees to

accept the site at Closing in such resulting condition and to restore the Property in the event Optionee fails to achieve Closing, except as otherwise agreed to by the Authority in writing, such restoration obligation of Optionee to survive any expiration or termination of this Option.

12. Recordation. Neither this Option nor any Lease shall be recorded, but upon execution of a Lease, a memorandum of the Lease shall be recorded in the appropriate office of public records. All costs of transfer and recordation will be borne by Optionee as a Project expense, and not by the Authority.

13. Notices. Any and all notices, elections, demands or communications permitted or required to be made under this Option shall be in writing, signed by the party giving such notice, and shall be delivered in person or sent by registered or certified mail, or by any nationally recognized overnight mail service to the other party hereto. The date of personal delivery or the date of such mailing, as the case may be, shall be the date that such notice or election shall be deemed to have been given. For the purpose of this Option:

If to County: Miami-Dade County
c/o Miami-Dade Public Housing and Community
Development
701 N.W. 1st Court, 16th Floor
Miami, Florida 33136
Attn: Nathan Kogon, 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 Optionee: Integra Solutions, LLC
150 S.E. 2nd Avenue,
Suite 800
Miami, Florida 33131
Attn: Jacob Morrow

With a copy to: Stearns Weaver Miller
Weissler Alhadeff & Sitterson, P.A.
150 W. Flagler Street
22nd Floor,
Miami, Florida 33130
Attn: Brian J. McDonough, Esq.

14. Choice of Law. This Option shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflicts of laws provision thereof. Any action or proceeding arising hereunder shall be brought in the State or Federal Courts in Miami-Dade

County, Florida.

15. No Assignment. Optionee shall not assign its interest in the Option without the prior written consent of the Authority.

16. Counterparts. This Option may be executed in multiple original counterparts, each of which shall constitute an original document binding upon the party or parties signing the same. It shall not be necessary that all parties sign all counterparts, and this Option shall be binding if each party shall have executed at least one counterpart. A fully executed facsimile or .PDF copy of this Option, a copy of this Option signed by DocuSign or similar service or transmitted electronically, shall be effective as an original for any and all purposes.

[signature pages follow]

IN WITNESS WHEREOF, the parties herein have set their hands to this Option to Ground Lease as of the day and year first above written.

AUTHORITY:

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

By: _____
Name: _____
Title: _____

ATTEST: JUAN FERNANDEZ-BARQUIN
Clerk of the Court and Comptroller

By: _____
(Deputy Clerk's Signature)
Print Name: _____
Date: _____

Approved as to form and legal sufficiency

By: _____
Terrence A. Smith
Assistant County Attorney

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025 by _____, the _____ of Miami-Dade County, a political subdivision of the State of Florida.

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

(SEAL)

Notary Public, State of Florida

Print, Type or Stamp Name

IN WITNESS WHEREOF, the parties herein have set their hands to this Option to Ground Lease as of the day and year first above written.

OPTIONEE:

INTEGRA SOLUTIONS, LLC, a Florida Limited Liability Company

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025, by _____, the _____ of Integra Solutions, LLC, a Florida limited liability company, on behalf of the company.

Personally Known____ or Produced Identification____
Type of Identification Produced_____

(SEAL)

Notary Public, State of Florida

Print, Type or Stamp Name

EXHIBIT "A"
LEGAL DESCRIPTION
(THE "PROPERTY")
Legal Description

Phase One Property:

Miami-Dade Property Folio: 30-3115-031-0030

| |
|------------------------------|
| 15 53 41 |
| BURDETTE PARK A SUB PB 21-82 |
| LOTS 11 TO 50 INC |
| LOT SIZE 142100 SQUARE FEET |

Phase Two Property:

Miami-Dade Property Folio: 30-3115-000-0280

| |
|------------------------------|
| 15 53 41 5.27 AC |
| NW1/4 OF SW1/4 OF SW1/4 LESS |
| FOLLOWING N25FT & W225FT OF |
| S330FT & W380FT OF N330FT |
| LOT SIZE 229561 SQUARE FEET |

Phase Three Property:

Miami-Dade Property Folio: 30-3115-025-0300

| |
|-----------------------------------|
| GORRAY PARK PB 12-30 |
| LOTS 1 THRU 31 BLK 2 LESS |
| E25FT OF LOTS 1-3 INC & 28-31 INC |
| LOT SIZE 165916 SQUARE FEET |

Exhibit L
Form of Estoppel

RECORDING REQUESTED BY AND
WHEN RECORDING MAIL TO:

**ESTOPPEL CERTIFICATE AND
LEASEHOLD MORTGAGE RECOGNITION AGREEMENT**

THIS ESTOPPEL CERTIFICATE AND LEASEHOLD MORTGAGE RECOGNITION AGREEMENT (this "**Agreement**") is entered into this [] day of [], 20[] by and among (i) [] (together with its successors and/or assigns, the "**Senior Lender**"), (ii) MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, through the Department of Housing and Community Development (the "**Landlord**"), (iii) [], a [] ("**Tenant**" or "**Borrower**"), and (iv) [], a [] (the "**Permanent Lender**").

Recitals

A. The Landlord and Tenant entered into that certain Phase Ground Lease, dated as of [] (the "**Ground Lease**"), with respect to such property as more fully described in Exhibit A attached hereto (the "**Premises**").

B. Pursuant to that certain [] ("**Loan Agreement**"), the Senior Lender has agreed to make a construction loan to Tenant in the principal amount of approximately [] (the "**First Mortgage Loan**").

C. The proceeds of the First Mortgage Loan will be used by the Borrower to finance, in part, the development, construction and operation of [] located on the Premises.

D. The First Mortgage Loan is or will be secured by the First Mortgage (as defined herein) on the Premises.

E. The Senior Lender has agreed to make the First Mortgage Loan so long as (a) the Landlord agrees not to disturb the tenancy of the Tenant in and to the Premises and the interest of Senior Lender in the Premises pursuant to the First Mortgage and this Agreement and (b) the rights of Landlord with respect to the Ground Lease are subject in all respects to the terms and conditions contained in this Agreement.

J. Upon satisfaction of all conditions set forth in the [loan commitment letter] dated _____, 202_ (the "**Commitment Letter**") from Permanent Lender to the Tenant, the Permanent Loan, as defined in the Commitment Letter (the "**Permanent Loan**"), will be originated and all the terms and covenants of this Agreement shall inure to the benefit of the Permanent Lender, as the lender of the Permanent Loan and any assignee of the Permanent Loan, all references to the First Mortgage Loan, the First Mortgage Note, the First Mortgage and the First Mortgage Loan Documents shall mean, respectively, the Permanent Loan, the Permanent Note, the Permanent Mortgage and the Permanent Loan Documents, and all references herein to Senior Lender shall thereafter mean and refer to the Permanent Lender.

NOW, THEREFORE, in consideration thereof, the parties hereto hereby agree as follows:

1. Definitions.

For purposes of this Agreement the following terms have the respective meanings set forth below. The parties hereto agree that each of the Recitals to this Agreement shall be incorporated by this reference and form a part of this Agreement. Each capitalized term used herein and not otherwise defined shall have the meaning provided therefor in the Loan Agreement, unless the context otherwise requires. Each document referred to in this Agreement shall mean each such document as it may be amended, restated, modified or supplemented from time to time.

"**Agreement**" shall have the meaning ascribed in the preamble to this Agreement.

"**Business Day**" means any day other than Saturday, Sunday or a day on which the Senior Lender is not open for business.

"**Commitment Letter**" has the meaning set forth in the recitals to this Agreement.

"**First Mortgage**" means the [_____], dated as of the date of closing of the First Mortgage Loan (the "**Closing Date**"), executed by the Borrower, as grantor, to the Senior Lender; and following origination of the Permanent Loan, means the Permanent Mortgage.

"**First Mortgage Loan**" has the meaning set forth in the recitals to this Agreement.

"**First Mortgage Loan Default**" means the occurrence of a "Default" or an "Event of Default" as that term is defined in any of the First Mortgage Loan Documents.

"**First Mortgage Loan Documents**" initially means the Loan Documents, as defined in the Loan Agreement; and following the origination of the Permanent Loan, means the Permanent Loan Documents.

"**First Mortgage Note**" means the Promissory Note Secured by Mortgage (Construction Loan), dated as of the Closing Date, from Borrower to the Senior Lender; and following the origination of the Permanent Loan, means the Permanent Note.

"**Ground Lease**" has the meaning set forth in the recitals to this Agreement.

"**Investor**" means [_____], a [_____], and its successors and assigns, as the investor limited partner of Tenant.

"**Landlord**" shall have the meaning ascribed in the preamble to this Agreement.

"**Loan Agreement**" has the meaning set forth in the recitals to this Agreement.

"**New Tenant**" shall have the meaning ascribed in Section 4 of this Agreement.

"Permanent Lender" shall have the meaning ascribed in the preamble of this Agreement.

"Permanent Loan" has the meaning set forth in the recitals to this Agreement.

"Permanent Mortgage" means that certain [] delivered by Borrower to Senior Lender and encumbering the Premises to secure the obligations of Borrower under the Permanent Note and the Permanent Loan Documents.

"Permanent Loan Documents" means the Commitment Letter, Permanent Mortgage, Permanent Note and all other documents evidencing, security or otherwise executed and delivered in connection with the Permanent Loan.

"Permanent Note" means the Note, from Borrower to Permanent Lender, to evidence the Permanent Loan.

"Person" means an individual, estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or agency or any other entity which has the legal capacity to own property.

"Premises" shall have the meaning assigned in the recitals.

"Project" shall have the meaning assigned in the Ground Lease.

"Senior Lender" means the Person named as such in the first paragraph on page 1 of this Agreement. When any other Person becomes the legal holder of the First Mortgage Note, such other Person shall automatically become the Senior Lender.

"Tenant" or **"Borrower"** shall have the meaning ascribed in the preamble.

2. Notice, Agreements, Events of Default and Cure Rights.

(a) This Agreement shall constitute notice to Landlord pursuant to the Ground Lease of (i) the First Mortgage and the other First Mortgage Loan Documents and (ii) the Permanent Mortgage and the other Permanent Loan Mortgage Documents.

(b) By execution of this Agreement, Landlord (i) acknowledges and reaffirms the terms and conditions of the Ground Lease relating to the granting by Tenant of a Permitted Leasehold Mortgage (as defined in the Ground Lease), (ii) acknowledges and agrees that the First Mortgage and Permanent Mortgage each constitute a Permitted Leasehold Mortgage pursuant to and as defined in the Ground Lease and that Senior Lender constitutes the Permitted Leasehold Mortgagee (as defined in the Ground Lease) thereunder, (iii) hereby approves the First Mortgage and the Permanent Mortgage and the terms and conditions contained therein, and (iv) agrees to not amend the Ground Lease in any way that would adversely affect the rights or interests of Tenant in the Premises or Senior Lender with respect to the First Mortgage or the Permanent Mortgage.

(c) The parties hereto acknowledge and agree that the terms and conditions of Section 8.9 of the Ground Lease apply to the First Mortgage and the other First Mortgage Loan Documents and the Permanent Mortgage and the other Permanent Mortgage Loan Documents.

(d) The parties hereto agree that Investor (i) shall receive copies of any default or other notices sent to Tenant under the Ground Lease or sent under this Agreement; and (ii) shall have the right, but not the obligation, to cure any default by Tenant under the Ground Lease in the same manner that such right is granted to Tenant.

3. Scope of Tenant's Obligations; Acknowledgments

(a) The Landlord and Tenant agree that the obligations of the Tenant under the Ground Lease to perform obligations thereunder are limited to performance of those obligations under the Ground Lease related to the possession, control, development, use and description of the portion of the Project that will be located on the Premises and no others. The Tenant shall have no obligation to construct, maintain or share in the cost of any aspect of the Project which is not located on the Premises. The provisions of this Section 3(a) shall remain in effect throughout the term of this Agreement and the Ground Lease.

(b) Landlord hereby certifies and agrees, to the best of Landlord's knowledge, as follows:

(i) The Tenant is the tenant under the Ground Lease. The Landlord is the owner, in fee simple, of the Premises and has the full authority to enter into the Ground Lease with Tenant.

(ii) As of the date hereof: (a) the Ground Lease is in full force and effect and has not been terminated, amended, modified, supplemented, superseded or assigned by the Landlord, and Landlord has received no notice of any such assignment by Tenant; (b) the Ground Lease contains all of the agreements between the Landlord and the Tenant relating to the Premises; (c) the Landlord has not delivered or received any notices of default under the Ground Lease that has not been cured or settled; (d) to the Landlord's knowledge, there are no violations of, or defaults under, the Ground Lease; and (e) to the knowledge of the Landlord, no event has occurred which with the giving of notice or the lapse of time, or both, would constitute a default under the Ground Lease.

(iii) The Term of the Lease is [] commencing on [];

(iv) As of the date hereof, there are no charges which the Landlord, its successors or assigns, claim to be additional liens upon the Premises; and

(v) All approvals by the Landlord required for the execution and delivery of this Estoppel Certificate and Leasehold Mortgage Recognition Agreement have been obtained.

4. Attornment.

(a) Landlord covenants and agrees that in the event of foreclosure of the First Mortgage or the Permanent Mortgage, whether by power of sale or by court action, or upon a transfer of the Premises by conveyance in lieu of foreclosure (the purchaser at foreclosure or the transferee in lieu of foreclosure, including Senior Lender if it is such purchaser or transferee, being herein called “**New Tenant**”), Landlord shall attorn to the New Tenant, and shall agree that the Ground Lease shall continue in full force and effect as a direct lease between Landlord and New Tenant upon all of the terms, covenants, conditions and agreements set forth in the Ground Lease and this Agreement, except for provisions which are impossible for New Tenant to perform; provided, however, that in no event shall the New Tenant be:

(i) liable for any act, omission, default, misrepresentation, or breach of warranty, of any previous landlord (including Landlord) or obligations accruing prior to New Owner's actual ownership of the Premises;

(ii) subject to any offset, defense, claim or counterclaim which Tenant might be entitled to assert against any previous landlord (including Landlord);

(iii) bound by any payment of rent, additional rent or other payments, made by Tenant to any previous landlord (including Landlord) for more than one (1) month in advance;

(iv) bound by any amendment, or modification of the Ground Lease hereafter made, or consent by any previous landlord (including Landlord) under the Ground Lease to any assignment or sublease hereafter granted, without the written consent of Senior Lender; or

(v) bound by any option to purchase or right of first refusal with respect to the Premises.

(b) The provisions of this Agreement regarding attornment by Landlord shall be self-operative and effective without the necessity of execution of any new lease or other document on the part of any party hereto or the respective heirs, legal representatives, successors or assigns of any such party. Landlord agrees, however, to execute and deliver at any time and from time to time, upon the request of Senior Lender or of any holder(s) of any of the indebtedness or other obligations secured by the First Mortgage or the Permanent Mortgage, any instrument or certificate which, in the reasonable judgment of Senior Lender or of such holder(s), may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment, including, if requested, a new lease of the Premises on the same terms and conditions as the Ground Lease for the then unexpired term of the Ground Lease.

5. Affordable Housing Units; Capitalized Payment; Plans and Specifications. Landlord hereby agrees that, notwithstanding any inconsistency with the Ground Lease or any

other agreements related to the Development of the Project, Tenant shall be obligated to undertaking the following obligations:

- (a) construct [] affordable housing units;
- (b) pay a Capitalized Payment of []; and
- (c) complete the following community benefits:

[]
[]
[]

Landlord hereby acknowledges that all necessary approvals of the plans and specification for the construction contemplated for the Premises have been reviewed and approved by the Landlord in the manner required pursuant to the Ground Lease.

6. Commencement Date.

[Landlord agrees that, notwithstanding the provisions of Section 8(h)(i)1 of the Ground Lease, the Tenant must commence construction of the development contemplated for the Premises by [], as may be extended by any reasonable period necessary for such completion. Landlord agrees that the provisions of Section 8(h)(i)2 requiring the Tenant to complete the development on the Premises within twenty four (24) months after completion of the prior Phase shall be of no force and effect.]¹

[Landlord agrees that, notwithstanding the provisions of Section 8(h) of the Ground Lease, the Tenant must commence construction of the development contemplated for the Premises [], as may be extended by any reasonable period necessary for such completion. Landlord agrees that the provisions of Section 8(h)(i) requiring the Tenant to complete the development of the first Phase of development on the Premises within twelve (12) months after securing gap financing shall be of no force and effect.]²

7. Ownership.

Landlord agrees that, subject to the requirement for the Tenant to pay rent to the Landlord in accordance with the Ground Lease, with respect to Premises, (i) Tenant shall have the exclusive right to deduct, claim, retain and enjoy any and all rental income, appreciation gain, depreciation, amortization and tax credits for federal and state tax purposes relating to all Improvements (as defined in the Ground Lease) on the Premises and any and all additions thereto, substitutions therefor, fixtures therein and other property relating thereto and (ii) Landlord shall treat Tenant as the tax owner of all Improvements on the Premises for federal income tax purposes and neither shall file any tax returns inconsistent with this treatment.

¹ Note to Draft: This provision applies only to the first Phase of development on the Premises.

² Note to Draft: This provision applies only to any subsequent Phase of development on the Premises.

8. Transfer of Interests.

Landlord and Tenant confirm that no prior consent of either Landlord or Tenant shall be required for (i) Investor’s transfer of limited partner interest in the Ground Lease or (ii) the Investor’s removal and substitution of Tenant’s general partner in accordance with the Operating Agreement.

9. Condemnation.

Landlord and Tenant agree not to consent to a Taking (as defined in the Ground Lease) without the prior written consent of the Investor.

10. Termination of Ground Lease.

(a) Landlord acknowledges receipt of Tenant’s full payment of the Capitalized Payment due under Section 3.2 of the Ground Lease.

(b) Without the prior written consent of Investor and Senior Lender, Tenant agrees not to exercise its right to terminate the Ground Lease.

11. Conflict.

The parties hereto each hereby agree that, in the event of any conflict or inconsistency between the terms of the Ground Lease and this Agreement, the terms of this Agreement shall govern and control. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to extend Borrower’s time to cure any First Mortgage Loan Default; give the Borrower the right to notice of any First Mortgage Loan Default other than that, if any, provided, under the First Mortgage Loan Documents; or create any other right or benefit for Borrower as against Senior Lender.

12. Notices.

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as “notices” and referred to singly as a “notice”) required or permitted pursuant to or contemplated by this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

SENIOR LENDER:

[
]
[
]
[
]

With a copy to (which shall not constitute notice hereunder):

[
[
[

LANDLORD:

Miami-Dade County, Florida
111 N.W. First Street
Miami, FL 33128
Attention: County Mayor

With a copy to (which shall not constitute notice hereunder):

Office of the County Attorney
111 NW First Street, Suite 2810
Miami, FL 33128
Attention: [

With a copy to (which shall not constitute notice hereunder):

Public Housing and Community Development
701 NW 1st Court, 16th Floor
Miami, FL 33136
Attention: Department Director

And a copy to:

Department of Transportation & Public Works
701 NW 1st Court, 17th Floor
Miami, FL 33136

BORROWER:

Integra Solutions, LLC
150 SE 2nd Ave, Suite 800
Miami, FL 33131
Attention: Jacob Morrow

With a copy to:

Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.

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

and

INVESTOR:

[

_____]

PERMANENT LENDER:

[

_____]

Either party may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

13. General.

(a) **Assignment/Successors.** This Agreement shall be binding upon the parties hereto and shall inure to the benefit of their respective successors and assigns.

(b) **No Partnership or Joint Venture.** None of the parties hereto shall hold itself out as a partner, agent or affiliate of any other party hereto.

(c) **Senior Lender's Consent.** Wherever the Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) **Further Assurances.** The parties hereto each agree, at the Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to further evidence the intent of this Agreement.

(e) **Amendment.** This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) **Governing Law.** This Agreement shall be governed by the laws of the State in which the Premises is located. 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 state and/or federal courts located in Miami-Dade County, Florida.

(g) **Severable Provisions.** If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) **Term.** Except as otherwise provided herein, this Agreement shall remain in full force and effect for so long as any amounts remain owing under or any obligation is outstanding under any of the First Mortgage Loan Documents or any Permanent Loan Documents.

(i) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

14. No Liability of Senior Lender. The execution and delivery of the First Mortgage and the First Mortgage Loan Documents and/or the Permanent Mortgage and the Permanent Mortgage Loan Documents shall not operate to make Senior Lender liable for the performance of the covenants or obligations of Tenant under the Ground Lease, except if Senior Lender owns or is in possession of the Premises due to the exercise of its rights under the First Mortgage or the Permanent Mortgage and only during its period of such ownership or possession.

15. Third Party Beneficiary. The parties hereto agree that this Agreement shall inure to the benefit of the Investor. There are no other third-party beneficiaries under this Agreement.

[Signature page follows]

[Signature Page to Estoppel Certificate and Leasehold Mortgage Recognition Agreement]

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

By: _____
Name: _____
Title: _____

ATTEST: JUAN FERNANDEZ-BARQUIN
Clerk of the Court and Comptroller

By: _____
(Deputy Clerk's Signature)
Print Name: _____
Date: _____

Approved as to form and legal sufficiency

By: _____
Terrence A. Smith
Assistant County Attorney

STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__
by _____, the _____ of Miami-Dade County, a political subdivision of the
State of Florida. He/she is personally known to me or has produced _____
as identification.

(SEAL)

Notary Public
My commission expires:

[Signature Page to Estoppel Certificate]

TENANT AND BORROWER:

[_____]

By: [_____], as manager

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_ by
[_____], [_____] of [_____], the manager of
[_____]. He is personally known to me or has produced
_____ as identification.

(SEAL)

Notary Public

My commission expires:

EXHIBIT A
DESCRIPTION OF PREMISES

Exhibit M

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

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/urw.

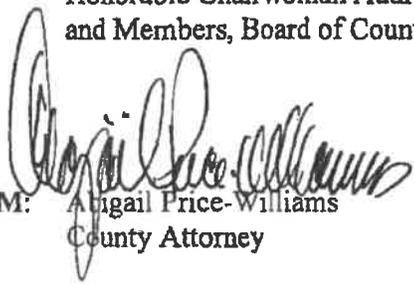


MEMORANDUM

(Revised)

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

DATE: November 19, 2019

FROM: 
Angail 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
Veto
Override



Mayor

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 be 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 *FR*

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

ATTACHMENT "C"

GROUND LEASE

Dated as of _____, 202__

between

MIAMI-DADE COUNTY

Landlord

and

AC 15 RENAISSANCE, LP

Tenant

GROUND LEASE

THIS GROUND LEASE (“Lease”), made as of _____, 202_ (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 **AC 15 RENAISSANCE, LP**, a Florida limited partnership (“*Tenant*”).

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 public housing development known as Annie Coleman 15 (WOPR-01295-05B, submitted 9/11/2023).

WHEREAS, Tenant has proposed to newly construct 905 mixed income housing units, including 144 housing units to replace the public housing units previously located on the Land; and

WHEREAS, Tenant intends to apply for various sources of private and public funding, which may include Low Income Housing Tax Credits (LIHTC) through the Florida Housing Finance Corporation (FHFC), and is required to meet certain requirements as a condition of being awarded such financing; and

WHEREAS, such application requires Tenant to present evidence of site control over the Land at the time of the application; 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

WHEREAS, Landlord and Tenant are willing to enter into this Lease of the Land under RAD requirements and the applied and/or approved CHAP with HUD, and requirements under HUD Disposition; and

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:

ACC means the Consolidated Annual Contributions Contract between HUD and Landlord as amended in relation to the Premises by the ACC Amendment.

ACC Amendment means the Mixed-Finance Amendment to Consolidated Annual Contributions Contract, dated on or about the Commencement Date, by Landlord and HUD, and incorporating the Public Housing Units, as the same may be further amended from time to time.

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.

Applicable Public Housing Requirements means the Act, HUD regulations thereunder (and, to the extent applicable, any HUD-approved waivers of regulatory requirements), and all other Federal statutory, executive order, and regulatory requirements applicable to public housing, as such requirements now exist or as they may be amended from time to time; the ACC, and the ACC Amendment, as applicable to the Public Housing Units during the term thereof or the period required by law.

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

CGLP means Capitalized Ground Lease Payment, as described in Section 3.

Commencement Date means the date on which the Tenant closes on i) its construction financing for the rehabilitation, redevelopment or new construction, as applicable, of the Improvements and ii) the equity investment in the Tenant in connection with the LIHTC available to Tenant.

Declaration of Restrictive Covenants means any use agreement, declaration or similar covenant in favor of HUD to be recorded against the Land prior 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 Applicable Public Housing Requirements (prior to the conversion of the Public housing Units to RAD) or the RAD Use Agreement (after such conversion), as applicable, for the period stated therein.

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

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

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.

Event of Default has the meaning set forth in Section 8.1.

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.

Governing Documents means the Declaration of Restrictive Covenants, the ACC, ACC Amendment and the Regulatory and Operating Agreement. In the event of a conflict between the Regulatory and Operating Agreement and the ACC, ACC Amendment and Declaration of Restrictive Covenants, the ACC and the Declaration of Restrictive Covenants shall govern.

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.

HUD means the United States Department of Housing and Urban Development.

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

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. The Land and the Improvements are sometimes referred to herein as the “***Project***”.

Landlord means Miami-Dade County, a political subdivision of the State of Florida and a “public housing agency” as defined in the Act.

Lease means this ground lease as the same shall be amended from time to time.

Lease Year means, in the case of the first lease year, the period from the Commencement Date through the last day of the 12th month 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.

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 Tenant's equity investor (the "**Investor**") will be admitted as a member of the Tenant.

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

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.

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 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.

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

Premises means the Land, the Improvements and the Personal Property.

Public Housing Units means the 144 units on the Premises regulated as public housing units in accordance with the Regulatory and Operating Agreement or the RAD Documents, as applicable. New units to replace these public housing units will be converted to RAD units and Project-Based Voucher units, contingent on HUD approval, and thus all reference to Public Housing Units in this Lease is also covered by the definitions of RAD Units.

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.

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.

RAD HAP Contract means Housing Assistance Payments Contract(s) for project based vouchers in the form required by RAD Requirements.

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.

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.

RAD Unit means any of the 144 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.

Regulatory Default has the meaning set forth in Section 8.5.

Rent means the amount payable by Tenant to Landlord pursuant to Section 3.1.

Sales Notice has the meaning set forth in Section 11.1.

Sales Offer has the meaning set forth in Section 11.2.

Sublessee means any sublessee to which Tenant subleases a portion of the ground leasehold estate created hereby, as provided in Section 5.7(b).

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

Tenant means AC 15 Renaissance, LP, a Florida limited partnership.

Term means a period of time commencing with the Lease Date and continuing until the date which is ninety-nine (99) calendar years thereafter.

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

ANNUAL RENT AND CAPITALIZED PAYMENT

3.1. Annual Rent. Reserved.

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

- (i) A capitalized ground lease payment (“**CGLP**”) in the amount of \$5,750.00 per unit or \$5,203,750.00 in total, based on the 905 units to be constructed on the Premises, shall be made by Tenant. For each Phase, payments of the CGLP will be made as follows: a) The initial CGLP in respect of the first Phase (“**Phase One**”) shall be equal to the number of units in Phase One multiplied by \$5,750 per unit (the “**Phase One Initial CGLP**”). Within 30 days of the date of execution by the Miami-Dade County Board of County Commissioners (“**BCC**”) of the Master Development Agreement (“**MDA**”), twenty five percent (25%) of the Phase One Initial CGLP shall be paid into escrow, which shall be refundable in the event of termination of the MDA or this Lease. b) Twelve (12) months following the date of the MDA, the initial twenty five percent (25%) of the Phase One Initial CGLP paid into escrow shall become non-refundable and released from escrow to Landlord in the event of termination for cause of the MDA or this lease. An additional portion equal to twenty five percent (25%) of the Phase One Initial CGLP shall be paid into escrow, which shall be refundable in the event of termination of the MDA or this Lease. c) The remaining fifty percent (50%) portion of the Phase One Initial CGLP shall be paid upon closing on construction financing for the Development (“**Financial Closing**”). Financial Closing shall occur no later than 24 months following the date of the MDA. d) The initial CGLP in respect of the second Phase (“**Phase Two**”) shall be equal to the number of units in Phase Two multiplied by

\$5,750 per unit (the “**Phase Two Initial CGLP**”). Within 90 days after the payment set forth in (c) above, twenty five percent (25%) of the Phase Two Initial CGLP shall be paid into escrow, which shall be refundable in the event of termination of the MDA or this Lease. e) Twelve (12) months following the initial payment of the Phase Two Initial CGLP, the initial twenty five percent (25%) of the Phase Two Initial CGLP paid into escrow shall become non-refundable and released from escrow to Landlord in the event of termination for cause of the MDA or this lease. An additional portion equal to twenty five percent (25%) of the Phase Two Initial CGLP shall be paid into escrow, which shall be refundable in the event of termination of the MDA or this Lease. f) The remaining fifty percent (50%) portion of the Phase Two Initial CGLP shall be paid at Financial Closing. Financial Closing shall occur no later than 24 months following the payment set forth in (d) above. g) The initial CGLP in respect of the third Phase (“**Phase Three**”) shall be equal to the number of units in Phase Three multiplied by \$5,750 per unit (the “**Phase Three Initial CGLP**”). Within 90 days after the payment set forth in (f) above, twenty five percent (25%) percent of the Phase Three Initial CGLP shall be paid into escrow, which shall be refundable in the event of termination of the MDA or this Lease. h) Twelve (12) months following the initial payment of the Phase Three Initial CGLP, the initial twenty five percent (25%) of the Phase Three Initial CGLP paid into escrow shall become non-refundable and released from escrow to Landlord in the event of termination for cause of the MDA or this lease. An additional portion equal to twenty five percent (25%) of the Phase Three Initial CGLP shall be paid into escrow, which shall be refundable in the event of termination of the MDA or this Lease. i) The remaining fifty percent (50%) portion of the Phase Three Initial CGLP shall be paid at Financial Closing. Financial Closing shall occur no later than 24 months following the payment set forth in (g) above.

- (ii) An additional CGLP (the “**Additional CGLP**”) payment shall be made by Tenant to Landlord within 30 days of the issuance of IRS form 8609 for the Project, in the amount of \$4,250.00 per unit, or a total of \$3,846,250.00, which will be paid in tranches as each Phase of the Development is constructed based upon the number of units being constructed in such Phase. If, due in whole or in part to the payment of the Additional CGLP, less than 50% of the total developer fee for the Project is able to be paid at the time the IRS form 8609 is issued for the Project, and accordingly, more than 50% of the total developer fee for the Project must be deferred, Tenant shall have the option to issue in favor of Landlord Tenant’s promissory note (which shall be expressly subordinate to all debt of Tenant that is secured by a leasehold mortgage) for that portion of (up to the full amount of) the Additional CGLP, the payment of which would cause less than 50% of the total developer fee for the Project to be paid as of issuance of the IRS form 8609 for the Project. The subordinated note will a) bear interest at the Applicable Federal Rate for Annual Compounding Long Term Debt at the time of issuance, b) be payable interest only annually in arrears, provided

that any annual installment of interest that is not timely paid shall accrue and be payable in full at maturity, (c) mature 15 years following the date of issuance of IRS form 8609 for the Project and (d) be prepayable, together with all accrued and unpaid interest, in full or in part at any time without penalty or premium.

- (iii) If either fewer or more than 905 units are constructed at the Premises, the CGLP and the Additional CGLP shall be adjusted accordingly on a unit-for-unit basis

3.3. Surrender. Upon the expiration of this Lease by the passage of time or otherwise, Tenant will quietly 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 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 prorated on a daily basis. Such charge shall be in addition to any actual damages suffered by Landlord by 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. 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. 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 all the rights, powers and remedies provided herein, by law or otherwise in the case of nonpayment of Rent.

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 become 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, should, for any reason whatsoever, the Premises become exempt and then again become subject to ad valorem taxes or any other real estate taxes, fees, impositions and/or charges 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"), Tenant shall be required to pay all 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. In addition, Tenant shall be required to pay for any water, electric, sewer, telephone or other utility charges incurred by Tenant during the Term or any Extensions which are limited solely to the Premises and/or any structures and/or improvements thereon.

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 all 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 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 prior to the Commencement Date for any costs, expenses, claims or demands made by any party associated with the Premises or for any claims stemming from Landlord's and/or its officers', employees' or agents' misconduct or negligence, unless such costs, expenses, claims or demands arise from the acts or omissions of the Tenant, its agents, contractors, employees, members, or invitees. Tenant expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided.

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 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 the development, construction or operation of the Improvements or any change, alteration or addition thereto. 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, whether due to the actions of Tenant or any person other than Landlord, 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 hereby indemnifies 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 immediately pay 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 five (5) 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 by Landlord.

ARTICLE V

USE OF PREMISES; COVENANTS RUNNING WITH THE LAND

5.1. Use; Covenants.

(a) 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 acceptable to the County on the Land after HUD's approval of Landlord's disposition application and/or all applicable RAD or mixed-finance agreements and documents.

(b) Tenant covenants, promises and agrees that during the Term of this Lease it shall not devote the Premises or any part thereof to uses other than those consistent with this Lease and the requirements of all applicable documents to be executed between Landlord and Tenant (collectively, the

“Landlord/Tenant Documents”). 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) _____ of the units in the Premises will be set aside for occupancy by residents earning from 60% to 80% or less of the Area Median Income (AMI).
- (ii) _____ of the units in the Premises will be RAD-funded PBV units, established via HUD’s 40/60 RAD Blend, set aside for occupancy by residents earning the incomes required to comply with the RAD PBVs and non-RAD Section 18 PBVs.
- (iii) 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;
- (iv) 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
- (v) 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 Improvements 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. 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.

(c) The provisions of the Applicable Public Housing and/or 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 Applicable Public Housing and/or 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.

(d) In the event of a conflict between the RAD Requirements and this Lease, the RAD Requirements shall govern.

5.2. Residential Improvements.

(a) Tenant shall construct 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 Landlord/Tenant Documents. Tenant shall construct 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 Landlord/Tenant Documents and (ii) any mortgage encumbering the Tenant's leasehold estate, in a good and workmanlike manner, with new materials and equipment whose quality is at least equal to that of the initial Improvements, 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 development proposals and applications, Plans and Specifications, or to increase the total number of RAD Units and/or other units, and/or other uses on the Land, unless authorized in accordance with the Landlord/Tenant Documents or otherwise approved by Landlord in writing and in advance.

5.3. Tenant's Obligations.

(a) 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 use of the Property as 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.

(c) Tenant shall complete the Development within the timeframe/milestones as described in Exhibit C.

5.4. Compliance with Law.

(a) 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), 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. 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 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.

5.5. Ownership of Improvements/Surrender of Premises.

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 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. 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, provided that such tenants are not in default thereunder and attorn to Landlord as their lessor. 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. Tenant and Landlord will establish Right of First Refusal, Right of First Offer, and Purchase Options for Landlord to be able to purchase the improvements or acquire the improvements.

5.6. Easements.

Landlord agrees that Landlord shall not unreasonably withhold 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. 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 (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 Applicable Public Housing and/or 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.

(b) If applicable, Tenant shall have the right to enter a sublease of any part of the premises (a "Sublease") to an entity that is affiliated with Tenant, subject to the approval and consent of Landlord, which will not be unreasonably withheld. Additionally, no Sublease shall relieve Tenant of any obligations under the terms of this Lease unless a release is granted by Landlord. Additionally, each

Sublease must be for a use compatible with the standards and requirements set forth in this Section 5 or for low-income or special needs affordable housing. 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. Landlord agrees to grant Non-Disturbance Agreements for any Sublessee which will provide that in the event of a termination of this Lease which applies to the portion of the Premises covered by such Sublease, 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. Tenant's subleasing of (i) residential units to qualifying tenants or (ii) commercial space in the Project to business tenants shall not be considered a Sublease pursuant to this Section 5.7 (b) and shall not be subject to Landlord's consent or approval.

(c) In the event Tenant's Sublessee is successful in obtaining LIHTC for that portion of the Premises, which is subject to the Sublease, but Tenant is not successful in obtaining LIHTC for the portion of the property not subleased and remaining subject to this Lease, Landlord and Tenant agree to modify this Lease so as to make it a direct lease between Landlord and the Sublessee, for the subleased Premises.

5.8. Creating Sustainable Buildings.

- (1) (a) 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. 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.

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.

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. 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 are required per Miami-Dade County Resolution No. R-1101-115.

5.9. Sea Level Rise and Heat Resilience.

In accordance with Miami Dade BCC Resolution R-451-14, the Tenant 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 Tenant 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-81, the Tenant is encouraged to incorporate additional heat mitigation elements into the project including porous pavements, cool roofs, and high albedo surfaces. The Tenant 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 PHCD Department.

5.10. 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 D and incorporated herein by reference.

5.11. 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 E, 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.

The Tenant’s obligations under this Section 5.11 of this Agreement shall survive the termination of this Agreement.

ARTICLE VI

CASUALTY AND TAKING

6.1. Casualty.

Casualty Damage. 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 Mortgage 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 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 most senior Permitted Leasehold Mortgagee, or an insurance trustee selected by the most senior Permitted Leasehold Mortgagee to be used in accordance with the terms of the most senior Permitted Leasehold Mortgage. The most senior 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 and to approve any such final adjustment or settlement.

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 to all Permitted Leasehold Mortgagees, and such other party may also appear in such proceeding and may be represented by an attorney.

(b) Award. Subject to the terms of the Permitted Leasehold Mortgages (as defined in Section 8.9), 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). Notwithstanding the foregoing, so long as any Permitted Leasehold Mortgage is outstanding, any Award payable to the Tenant shall be paid to the most senior Permitted Leasehold Mortgagee, which Award must be at least the value of the total Award, minus the value of the land taken (valued as unimproved but encumbered by this Lease).

(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 any easement, 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, 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 terms of the Permitted Leasehold Mortgages, 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 terms of the Permitted Leasehold Mortgages, 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 terms of the Permitted Leasehold Mortgages, 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 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 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 rents 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. Notwithstanding the foregoing, so long as any Permitted Leasehold Mortgage is outstanding, any Award payable to the Tenant resulting from the resolution of such disagreement shall be paid to the most senior Leasehold Mortgagee, which Award must be at least the value of the total Award, minus the value of the land taken (valued as unimproved but encumbered by this Lease)

(f) No Existing Condemnation. Landlord represents and warrants that as of the 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 building and other 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 lien 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 Premises. Notwithstanding anything to the contrary contained herein, Landlord shall not require, and Tenant shall not agree, to subordinate its leasehold estate to any future mortgage or encumbrance of Landlord's fee estate.

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. 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 on 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, so long as Tenant is not in default hereunder beyond any grace period applicable thereto, Tenant's possession of the Premises will not be disturbed by Landlord, its successors and assigns.

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; PERMITTED LEASEHOLD MORTGAGES

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 (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), and any such default shall continue for thirty (30) days after the receipt of written notice thereof by Tenant from Landlord; 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; 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 undismitted, 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) 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 or (ii) use other method for redevelopment of the Premises, subject to the approval of the BCC.

8.2. Remedies for Tenant's Default.

Subject to the terms of Section 8.9 below, 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, but subject to the terms of Section 8.9 below, 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.

8.3. Termination. Termination by Landlord: The occurrence of any of the following shall give Landlord the right to terminate this Lease upon the terms and conditions set forth below, but subject to the terms of Section 8.9 below:

(a) Tenant fails to (i) obtain HUD approval of all applicable required documents and a disposition by HUD to occur prior to the Commencement Date, (ii) cause the Commencement Date to occur, within _____ () months following the Lease Date, and (iii) meet the timeframe/milestones as described in Exhibit C, as such timeframes/milestones may be extended by the Landlord.

(b) Institution of proceedings in voluntary bankruptcy by the Tenant.

(c) Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days or more.

(d) Assignment of Lease by Tenant for the benefit of creditors.

(e) 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.

(f) Tenant's failure to cure, within thirty (30) days following Tenant's receipt of written notice from Landlord with respect to Tenant's failure to cure 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 following shall apply to any default declared as a result of any failure by Tenant to comply with the provisions of Section 8.1:

Upon a determination by Landlord that Tenant has materially breached or defaulted on any of the obligations under Section 8.1 (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 and receives a declaratory judgment or other order issued by 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.

8.6. Performance by Landlord.

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) (except in case of emergencies and except where a shorter time period is specified elsewhere in this Lease) days' notice 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 construction of the Improvements and closed on or about the Commencement Date (the "**Permitted Leasehold Mortgages**"). 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 Investor and to the holder of each Permitted Leasehold Mortgage (each a "**Permitted Leasehold Mortgage**"), provided that the Investor each such Permitted Leasehold Mortgagee shall have delivered to the Landlord in writing a notice naming itself as the Investor or the holder of a Permitted Leasehold Mortgage, as applicable, 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 and the Investor 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 and the Investor to take any such action at such Permitted Leasehold Mortgagee's or Investor'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 or by the Investor 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) 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 (i) obtain possession of the Premises (including possession by receiver); (ii) institute foreclosure proceedings and complete such foreclosure; or (iii) 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. In the case of a default by the Tenant of any monetary obligation, 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 period of at least 10 days from the end of any grace period applicable to Tenant. 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; Nothing in this Section shall be construed to extend this Lease beyond the Term. Notwithstanding anything to the contrary in this Lease, no Permitted Leasehold Mortgagee shall be obligated or required to cure a default or an Event of Default of Tenant that is uniquely specific to Tenant as an entity, including without limitation bankruptcy or dissolution, and Landlord shall not terminate this Lease, provided Permitted Leasehold Mortgagee has cured any other default or Event of Default of Tenant that is not uniquely specific to Tenant as an entity.

(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 (if and as applicable), 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) in order of seniority, 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 is accompanied by payment to the Landlord of all amounts then due and owing to Landlord under this Lease and, within 10 days after the delivery of an accounting therefor by the Landlord, pays any and all costs and expenses incurred by the Landlord in connection with the execution and delivery of the new 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; and

(2) Upon the execution and delivery of the new lease at the time payment is made in (1) 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.

(3) 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 Code, any applicable deadline to complete construction of the Improvements shall be extended for such period of time as may be reasonably required by the Permitted Leasehold Mortgagee or its nominee to complete construction.

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 exemption, 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 BCC, 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 will require the Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Lease, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of 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 ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Lease. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license,

zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Lease.

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 of from Landlord's custodian of public records identified herein, provide the public with access to public records on the same terms and conditions that Landlord would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;
- (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 VIII, Landlord shall avail itself of the remedies set forth in Article 19 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 Public Housing and Community Development
701 N.W. 1st Court, 16th Floor
Miami, Florida 33136
Attention: Michelle Heath-Kerr
Email: mhkerr@miamidade.gov
Telephone (786) 469-4126**

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. Tenant's 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 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 independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of 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, 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.

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 have the same cure period after the giving of a notice as provided to Tenant, plus an additional period of 60 days. 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.

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 Investor may, following its admission as a member of Tenant, assign or transfer its interest in Tenant without Landlord's consent. 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.

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 60 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 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 BCC, 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, including, but not limited to extensions of the timeframes/milestones as described in Exhibit C.;

(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) Execute non-exclusive utility easements for the provision of utility services, subject to the following conditions: (i) the conveyance of any easements complies with the Board's Resolution No. R-504-15, which establishes the County policy of minimizing the negative aesthetic impact to the public created by the installation of utility lines and equipment on County-owned property, (ii) the easement(s) is no larger in size or scope than is necessary for the construction, operation and maintenance of such utilities to service the project site located thereon; and (iii) the easement does not allow the grantee of the easement to grant access to the easement to any other entity or individual other than the grantee, and 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;

(f) 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;

(g) Execute Subleases with Qualified Assignees, including any amendments, extensions, and modifications thereto, and/or the lease bifurcation documents contemplated by Section 5.7; and

(h) 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 of its 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

ART IN PUBLIC PLACES

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

<https://library.municode.com/fl/miami-dade-county/codes/code-of-ordinances>
<http://www.miamidade.qoy/ao/home.asp?Process=alphalist>
<http://intra.miamidade.gov/managementandbudget/library/procedures/358.pdf>

ARTICLE XVII

MISCELLANEOUS

17.1. 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.

17.2. 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 the Court.

17.3. 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.

17.4. 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.

17.5. 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.

17.6. 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.

17.7. 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.

17.8. 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.

17.9. 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.

17.10. 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.

17.11. 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 Public Housing and Community Development
701 N.W. 1st Court, 16th Floor
Miami, Florida 33136
Attn: Nathan Kogan, Interim 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

If to Tenant: AC 15 Renaissance, LP
150 SE Second Avenue, Suite 800
Miami, FL 33131
Attn: Jake Morrow

and a copy to: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200

Miami, FL 33130
Attn: Brian J McDonough

A party may change its address by giving written notice to the other party as specified herein.

17.12. Entire Agreement.

This instrument contains all the agreements made between the parties hereto 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.

17.13. 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.

17.14. 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.

17.15. 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.

17.16. 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.

17.17. 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.

17.18. 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.

17.19 Compliance with Governing Documents.

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.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

LANDLORD:

MIAMI-DADE COUNTY

By: _____
Name: _____
Title: _____

Date: _____

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

By: _____
(Deputy Clerk's Signature)
Print Name: _____
Date: _____

Approved as to form and legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

TENANT:

AC 15 RENAISSANCE, LP, a Florida limited partnership

By: Interurban-AC 15, LLC, a Florida limited liability company, its general partner

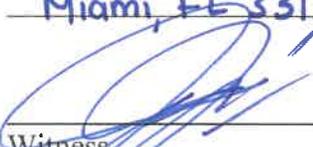
Michelle I. Bowen

Witness

Print Name: Michelle I. Bowen

Address: 150 SE 2nd Ave #800

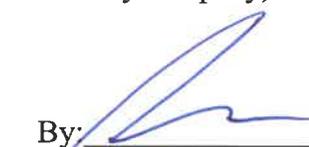
Miami, FL 33131


Witness

Print Name: PAUL MELO

Address: 150 SE 2ND AVE # 800

MIAMI FL 33131

By: 

Name: JACOB MORROW

Title: MANAGER

EXHIBIT A

Land

Legal Description

Phase One Property:

Miami-Dade Property Folio: 30-3115-031-0030

| |
|------------------------------|
| 15 53 41 |
| BURDETTE PARK A SUB PB 21-82 |
| LOTS 11 TO 50 INC |
| LOT SIZE 142100 SQUARE FEET |

Phase Two Property:

Miami-Dade Property Folio: 30-3115-000-0280

| |
|------------------------------|
| 15 53 41 5.27 AC |
| NW1/4 OF SW1/4 OF SW1/4 LESS |
| FOLLOWING N25FT & W225FT OF |
| S330FT & W380FT OF N330FT |
| LOT SIZE 229561 SQUARE FEET |

Phase Three Property:

Miami-Dade Property Folio: 30-3115-025-0300

| |
|-----------------------------------|
| GORRAY PARK PB 12-30 |
| LOTS 1 THRU 31 BLK 2 LESS |
| E25FT OF LOTS 1-3 INC & 28-31 INC |
| LOT SIZE 165916 SQUARE FEET |

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 Vendor Assistance Section, Department of Procurement Management, Administration 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. 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 per occurrence for Bodily Injury and Property Damage combined.
- D. Professional Liability Insurance in the name of the Selected Proposer or the licensed design professional employed by the Selected Proposer in an amount not less than \$1,000,000 per claim. This insurance shall be maintained for a period of two (2) years after the County’s acceptance of the applicable Improvements from the Selected Proposer.
- E. Completed Value Builders' Risk Insurance on an “all risk” basis, including Windstorm, in an amount that is commercially reasonable and mutually agreed upon between the Risk Management Departments of the Tenant and Landlord, covering the building(s) or structure(s). To include site preparation, excavations, underground 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, expediting 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, Public Housing and Community Development Department. The policy shall be in the name of Miami Dade County and the Developer, or the Contractor.
- F. Property Insurance Coverage on a “Special Perils” basis to include Windstorm & Hail with a 5% deductible per building, and Flood in

an amount, the less of, one hundred percent (100%) of the replacement cost of the building(s) or structure(s), or the maximum available coverage through the National Flood Insurance Program. Miami-Dade County must be named as a Loss Payee with respect to this coverage.

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 "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the 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 Insurance and are members of the Florida Guaranty Fund.

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
PUBLIC HOUSING AND COMMUNITY
DEVELOPMENT DEPARTMENT
701 NW 1 CT
16TH FLOOR
MIAMI, FL 33136**

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 available through the National Flood Insurance Program and reasonably 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 C

Development Estimated Timeframe/Milestones

Phase 1:

| | |
|---------------------------------------|----------------|
| Secure Financial Commitments: | April 2026 |
| Master Permit: | September 2027 |
| Financial Closing: | October 2027 |
| Construction Start: | November 2027 |
| 50% Construction Completion: | October 2028 |
| Construction Completion/ TCO: | October 2029 |
| Resident Move-in Commencement: | November 2029 |

Phase 2:

| | |
|---------------------------------------|---------------|
| Secure Financial Commitments: | July 2028 |
| Master Permit: | December 2029 |
| Financial Closing: | January 2030 |
| Construction Start: | February 2030 |
| 50% Construction Completion: | January 2031 |
| Construction Completion/ TCO: | January 2032 |
| Resident Move-in Commencement: | February 2032 |

Phase 3:

| | |
|--------------------------------------|--------------|
| Secure Financial Commitments: | October 2030 |
| Master Permit: | March 2032 |
| Financial Closing: | April 2032 |

| | |
|---------------------------------------|------------|
| Construction Start: | May 2032 |
| 50% Construction Completion: | April 2033 |
| Construction Completion/ TCO: | April 2034 |
| Resident Move-in Commencement: | May 2034 |

EXHIBIT D

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.

Integra Solutions, LLC 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, FS.](#)

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: Nelson Stabile

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

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

Date: 6/4/2025

EXHIBIT E

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.](#)

Integra Solutions, LLC 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: Nelson Stabile

Title of Contractor's Authorized Representative: Manager

Signature of Contractor's Authorized Representative: 

Date: 6/4/2025