

MEMORANDUM

Agenda Item No. 8(N)(4)

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

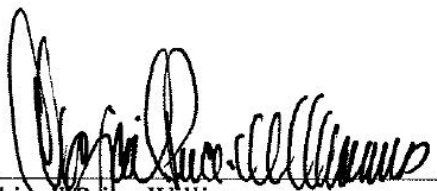
DATE: August 31, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving a ground lease agreement and access, maintenance and improvement agreement to Saint James Community Development Corporation of Miami, Inc., a Florida not-for-profit corporation, pursuant to section 125.38, Florida Statutes, to develop a workforce housing project on property at the Earlington Heights Metrorail station and providing for related improvements to County facilities for an initial term of 30 years with two additional renewal terms of 30 years at an annual rental rate of \$150,000.00; waiving the provisions of Implementing Order 8-4 as it relates to the review by the County and Resolution No. R-407-19; authorizing the County Mayor to execute the agreements, to exercise all provisions contained therein and to take all actions necessary to effectuate same, directing the County Mayor to provide the County Property Appraiser a copy of said lease

Resolution No. R-864-20

The accompanying resolution was prepared by the Transportation and Public Works Department placed on the agenda at the request of Prime Sponsor Chairwoman Audrey M. Edmonson.


Abigail Price-Williams
County Attorney

APW/lmp

Memorandum



Date: August 31, 2020

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

From: Carlos A. Gimenez
Mayor

A handwritten signature in blue ink, appearing to read "Carlos A. Gimenez", written over the "From:" line.

Subject: Resolution Approving a Lease Agreement and Access, Maintenance and Improvement Agreement with Saint James Community Development Corporation of Miami, Inc. for Development of a Workforce Housing Project

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the accompanying resolution awarding a ground lease agreement and an access, maintenance and improvement agreement to Saint James Community Development Corporation of Miami, Inc., a not-for-profit community development corporation, for the development of a minimum of 600 workforce housing units on property adjacent to the Earlington Heights Metrorail Station and providing for related improvements to County facilities.

Scope

The property is located in Commission District 3, represented by Chairwoman Audrey M. Edmonson. However, the impact of the project is Countywide in nature.

Fiscal Impact/Funding Source

Under the terms of the proposed lease agreement, the property will be developed at no cost to the County and, over the 90-year term of the lease agreement, the developer will pay rent to the County as follows:

- A lump sum of \$200,000 covering the first four years of rent upon execution of the lease agreement;
- \$50,000 per year in rent in lease year five;
- \$100,000 per year in rent in lease years six and seven;
- \$150,000 per year in rent in lease years eight and nine;
- \$150,000 per year in lease years 10 through 90 with an annual Consumer Price Index (CPI) adjustment not exceeding three percent in any one year.

Assuming no annual CPI increases, the total rent to be paid to the County by the developer over the 90-year term of the lease agreement will be no less than \$12,900,000. Assuming a 3 percent annual CPI increase beginning in Year 10, the County may generate approximately \$52,045,000 in revenues over the term of the lease agreement. Additionally, over the 90-year term of the agreement, the project is expected to create 150 temporary construction jobs and 25 permanent jobs.

Track Record/Monitor

Saint James Community Development Corporation of Miami, Inc. has been in existence since 2012. Its development team consists of Saint James A.M.E. Church, which has been serving the Liberty City area for over 100 years and EH Development, LLC, a real estate development firm. Saint James Community Development Corporation of Miami, Inc. and both entities making up its development

standing with the County. Javier Bustamante, Chief of the Right-of-Way, Utilities and Joint Development Division of the Department of Transportation and Public Works (DTPW) will be responsible for monitoring the lease agreement.

Background

DTPW is proposing to enter into a 90-year lease agreement and an access, maintenance and improvement agreement with the Saint James Community Development Corporation of Miami, Inc. (St. James) on a non-competitive basis as allowed under Florida State Statute 125.38. Under the terms of the lease agreement, St. James will develop a three-phase workforce housing project on 1.79 acres of property located immediately adjacent to the Earlington Heights Metrorail Station. Each phase will consist of approximately 200 residential units with the first phase of the project to be completed within seven years of award of the agreement, the second phase to be completed within eight years of award and the final phase to be completed within ten years of award, subject to unavoidable delays. Additionally, the agreements provide that, if the developer fails to complete the first phase within 7 years or the remaining phases within 11 years, subject to unavoidable delays, all rights granted to the developer, related to the applicable portion of the development, would revert to the County.

The project does not include any additional parking spaces. However, the Earlington Heights parking garage is, and has been since its completion, underutilized. The County will provide access to a minimum of 500 spaces in the garage, twenty-four hours per day, seven days a week, and will continue to own, operate, manage and maintain the parking garage at the County's expense. All spaces in the parking garage would remain available to all transit patrons, including project residents, on a first come, first served basis. It is anticipated that many residents of the project will purchase monthly transit passes which will allow them to also purchase discounted parking permits, as is the case for any member of the public. The parking permit will allow residents to park in the underutilized garage at the discounted rate of \$11.25 per month and, because it can only be obtained at the discounted rate if it is purchased with a monthly transit pass, it will also encourage residents to use the County's transit system.

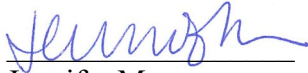
Additionally, under the terms of the lease agreement, the County will provide an easement over any property necessary for a connection between the development and the parking garage. A bus terminal is currently located on the property which is proposed to be developed and, as part of the access, maintenance and improvement agreement, the terminal will be completely reconfigured and reconstructed with new bus bays, canopied seating areas, landscaping and covered walkways which will provide protected connections between the project, the new bus terminal and the Earlington Heights parking garage.

The project will also include a 5,000 square foot day care facility to be operated by a not-for-profit service provider, a new community playground and 10,000 square feet of retail space designated for retail services tailored to the needs of the project residents. The developer has also agreed to upgrade the garage façade, however, reserving the right to decline to provide such upgrades if obtaining the required building permits for such construction would also require additional alterations to the garage which exceed \$150,000 in costs.

The property on which the project is to be constructed was acquired with federal funding and requires approval by the Federal Transit Administration (FTA). The proposed ground lease and access,

Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners
Page 3

maintenance and improvement agreement will ensure continuing control of the property and parking garage by Miami-Dade County and ensure that the federal interest is protected. The FTA has reviewed the proposed agreements and has approved the project, as shown in Attachment A to this memorandum.



Jennifer Moon
Deputy Mayor



U.S. Department of Transportation
Federal Transit Administration

REGION IV
 Alabama, Florida, Georgia, 230 Peachtree St., NW
 Kentucky, Mississippi, Suite 1400
 North Carolina, Puerto Rico, Atlanta, GA 30303
 South Carolina, 404-865-5600
 Tennessee, Virgin Islands 404-865-5605 (fax)

August 24, 2020

Ms. Alice Bravo, PE Director
 Miami-Dade County Dept. of Transportation and Public Works
 701 N.W. 1st Court, Suite 1700
 Miami, FL 33136

Re: Joint Development-Earlington Heights Metrorail Station

Dear Ms. Bravo:

The Federal Transit Administration (FTA) received your Joint Development Request on June 19, 2020 with supplemental information provided on July 16, 2020, in which DTPW asks for FTA's approval of a Joint Development proposal with St. James Community Development Corporation of Miami, Inc., (the Developer) for the development of a three-phase workforce housing development. This 1.79 acre development is adjacent to the Earlington Heights Metrorail Station, at 2100 NW 41st Street, unincorporated Miami-Dade County. The acquisition of the property and construction of the existing parking garage was funded with a FTA participation of \$242,650 under UMTA grant FL-03-0036.

The FTA understands that:

1. DTPW is proposing to enter a 90-year lease agreement with St. James Community Development Corporation of Miami, Inc.(a not-for-profit corporation) for the development of a residential workforce housing development with an associated transit component adjacent to the Earlington Heights Metrorail Station.
2. The non-transit portion of the development will cost approximately \$132,250,000 and will consist of a minimum of 200 residential units in each of its three phases of construction, for a total of at least 600 residential units. Construction of the first phase is required to be completed within 7 years of the lease award; the second phase is required to be completed within 9 years of award; and the third phase is required to be completed within 11 years of award.
3. The developer is proposing to provide upgrades to transit facilities estimated to cost \$6 million. The upgrades include canopies over the bus terminal waiting areas, elevated, covered pedestrian bridges connecting the buildings and the parking garage, walkways, curb upgrades and upgrading the garage facade. (Note: the developer is only required to upgrade the garage facade if the cost of additional upgrades required for permitting do not exceed \$150,000.)
4. The developer's payment to DTPW will follow the payment schedule as follows: a lump sum of \$200,000 up front covering the first 4 years of the lease agreement; a

payment of \$50,000 for year 5; payments of \$100,000/year for years 6 and 7; and payments of \$150,000/year for years 8 through 90 with an annual CPI adjustment not to exceed 3% per year to be made beginning in year 10 and continuing through the remaining 90 year term.

5. The fair share of revenue resulting from this joint development totals a net present value of \$9,218,266, which will offset the total FTA contributions of \$242,650 towards the original Federal investment in the subject property.
6. Under this agreement DTPW will allow project residents to purchase transit passes and parking permits at a reduced rate which would allow residents to park at any Metrorail parking facility, including the Earlington Heights Garage. DTPW would agree to provide access to a minimum number of spaces in the garage 24 hours per day, seven days a week and will continue to own, operate, manage and maintain the parking garage at DTPW's expense. All spaces in the parking garage would remain available to all transit patrons, including project residents, on a first come, first serve basis.
7. Miami-Dade County DTPW shall remain Owner of the property in perpetuity.

The FTA concurs with DTPW's request for approval of this joint development. DTPW is required to maintain satisfactory continuing control over the entire parcel and all improvements. All revenues resulting from this Joint Development shall be considered program income and shall be used towards eligible capital and operating expenses. If you have any questions, please contact Mr. Tyrone Pelt by email, at tyrone.pelt@dot.gov, or by phone at (404) 865-5479.

Sincerely,

A handwritten signature in cursive script, appearing to read "Margarita Sandberg".

Margarita Sandberg

Director, Office of Program Management and Project Oversight



MEMORANDUM

(Revised)

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

DATE: August 31, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(4)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(4)
8-31-20

RESOLUTION NO. R-864-20

RESOLUTION APPROVING A GROUND LEASE AGREEMENT AND ACCESS, MAINTENANCE AND IMPROVEMENT AGREEMENT TO SAINT JAMES COMMUNITY DEVELOPMENT CORPORATION OF MIAMI, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, TO DEVELOP A WORKFORCE HOUSING PROJECT ON PROPERTY AT THE EARLINGTON HEIGHTS METRORAIL STATION AND PROVIDING FOR RELATED IMPROVEMENTS TO COUNTY FACILITIES FOR AN INITIAL TERM OF 30 YEARS WITH TWO ADDITIONAL RENEWAL TERMS OF 30 YEARS AT AN ANNUAL RENTAL RATE OF \$150,000.00; WAIVING THE PROVISIONS OF IMPLEMENTING ORDER 8-4 AS IT RELATES TO THE REVIEW BY THE COUNTY AND RESOLUTION NO. R-407-19; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENTS, TO EXERCISE ALL PROVISIONS CONTAINED THEREIN AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME, DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE THE COUNTY PROPERTY APPRAISER A COPY OF SAID LEASE

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

WHEREAS, Saint James Community Development Corporation of Miami, Inc ("Saint James") is a not-for-profit corporation organized for the purpose of promoting public or community profit including the development of workforce housing for the benefit of the community; and

WHEREAS, Saint James desires the lease of real property owned by Miami-Dade County at the Earlington Heights Metrorail Station as further described in Exhibit A-1 to the lease (the "property"); and

WHEREAS, Saint James has offered to make certain station improvements as set for in the Access, Maintenance and Improvement Agreement; and

WHEREAS, Saint James has made application to the County to develop a workforce housing project on the property for the use and benefit of the community; and

WHEREAS, the annual market rental rate for the property as determined by an MAI certified appraiser is \$900,000; and

WHEREAS, this Board has determined that the property is not needed for County purposes; and

WHEREAS, Saint James' use of the property for much needed workforce housing in the area represents a public purpose consistent with promoting community interest and welfare; and

WHEREAS, this Board finds that Saint James requires the property for the purposes for which it was incorporated and to promote the community interest and welfare of the public; and

WHEREAS, this Board, pursuant to section 125.38, Florida Statutes, wishes to lease the property to Saint James for a term of 30 years with two options to renew of 30 years each at an annual rental rate of \$150,000.00; and

WHEREAS, this Board approves the Lease Agreement ("lease") including the Access, Maintenance, and Improvement Agreements ("improvement agreement") between Miami-Dade County and Saint James in substantially the forms attached hereto and made a part hereof as Exhibit "1" (collectively, the "agreements"); and

WHEREAS, this Board finds that in light of the proposed use of the property, the substantial capital expenditure of funds necessary to construct the project, and the hardship that the payment of market rent would impose on the operations of Saint James, that a reduced rental rate should be paid; and

WHEREAS, in light of the expeditious approvals procured from the Federal Transit Administration, the unique use of this property in connection with Transit ridership and the opportunity to engage Saint James, a not-for-profit corporation, to build 600 units of workforce housing that this Board waives Resolution No. R-407-19 requiring public notice to be posted no less than four weeks prior to Board,

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

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

Section 2. This Board approves, pursuant to section 125.38, Florida Statutes, the lease of the property to Saint James to develop work force housing in furtherance of the community interest and welfare purposes for which it was established.

Section 3. This Board waives Implementing Order 8-4 and the requirement of Resolution No. R-407-19 that the public notice be posted no less than four weeks prior to Board consideration.

Section 4. This Board hereby approves the Lease, including the Access, Maintenance, and Improvement Agreements between the County, as landlord, and Saint James, as tenant, for the property in substantially the form attached hereto as Exhibit 1, which lease agreement provides for an initial term of 30 years with two options to renew at an annual rental rate of \$150,000.00.

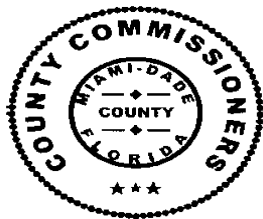
Section 5. This Board authorizes the County Mayor or County Mayor's designee to execute the lease for and on behalf of Miami-Dade County, to exercise any and all provisions contained therein and to perform all actions necessary to effectuate same.

Section 6. This Board directs the County Mayor or the County Mayor’s designee to appoint staff to monitor the lease agreement and to provide the County Property Appraiser a copy of the lease within 30 days of its execution in accordance with Resolution No. 791-14.

The foregoing resolution was offered by Commissioner **Rebeca Sosa** , who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** 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
Jose “Pepe” Diaz	aye
Eileen Higgins	aye
Joe A. Martinez	absent
Dennis C. Moss	aye
Xavier L. Suarez	aye
Daniella Levine Cava	aye
Sally A. Heyman	aye
Barbara J. Jordan	aye
Jean Monestime	aye
Sen. Javier D. Souto	aye

The Chairperson thereupon declared this resolution duly passed and adopted this 31st day of August, 2020. 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

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

**AGREEMENT OF LEASE
(EARLINGTON HEIGHTS METRORAIL STATION)**

BY AND BETWEEN

**MIAMI-DADE COUNTY,
a political subdivision of the State of Florida, through
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS**

AND

**ST. JAMES COMMUNITY DEVELOPMENT CORPORATION OF MIAMI, INC.,
A Florida Non-Profit Corporation**

_____, 2020

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Exhibit A-2	–	Description of Station Land
Exhibit A-3		Depiction of Existing Improvements
Exhibit A-4	–	Depiction of Landlord Maintenance Areas and Tenant Maintenance Areas
Exhibit B	–	Form of Improvement Agreement for Earlington Heights Metrorail Station

LIST OF SCHEDULES

Schedule 1.3	–	Confirmation of Date(s) Certificate
Schedule 3.1	–	Rent Schedule
Schedule 3.2	–	Phased Development Schedule
Schedule 3.3	–	Construction Phase Deadline Schedule
Schedule 7	–	Insurance Requirements
Schedule 17.2(a)(i)	–	Form of Bifurcation of Lease
Schedule 17.4	–	Form of Recognition and Non-Disturbance Agreement
Schedule 23.2	–	Landlord's Estoppel Certificate
Schedule 24.20	–	Tenant Proposal
Schedule 24.4	–	Memorandum of Lease

**AGREEMENT OF LEASE
(Earlington Heights Metrorail Station)**

THIS AGREEMENT OF LEASE (the “Lease”), dated as of the ____ day of _____, 2020, made by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, through the Department of Transportation and Public Works, having its principal office and place of business at 701 N.W. 1st Court, Miami, Florida 33136 (“Landlord” or “DTPW”), and ST. JAMES COMMUNITY DEVELOPMENT CORPORATION OF MIAMI, INC., a Florida non-profit corporation, whose address is 1845 NW 65th Street, Miami, FL 33133, Attention: Rev. Jimmie L. Williams III (“Tenant”).

W I T N E S S E T H:

A. Landlord owns certain real property located in Miami-Dade County, Florida, as more particularly described on Exhibit A attached hereto and made a part hereof, upon which Landlord operates the Earlington Heights Metrorail Station (the “Station”), which includes the rail guideway and station platform, structured parking garage, bus bay area, surface parking area and driveways, all as depicted on Exhibit A-3 attached hereto and made a part hereof.

B. Pursuant to Section 125.38 of the Florida Statutes, Tenant submitted to Landlord an unsolicited proposal for construction of a mixed-use development on the Demised Premises (as defined below) with all residential units being devoted to Workforce Housing Units (as defined below) along with the construction of certain Station Improvements (as defined below) to portions of the Station.

C. Landlord recognizes the potential for public and private benefit through construction of the required Station Improvements and an overall unified mixed-use development of the Demised Premises with the Station, to serve as a positive model for transit-oriented development generally, to promote transit usage, workforce housing and other community interests and welfare, and to further economic development in Miami-Dade County.

C. Landlord desires to lease the Demised Premises to Tenant pursuant to Section 125.38 of the Florida Statutes to enable Tenant (and sublessees, assignees and/or transferees as described herein) to develop the Demised Premises in phases as provided herein, and Tenant desires to lease the Demised Premises from Landlord for such purposes.

D. It is hereby mutually covenanted and agreed by and between the parties hereto that this Lease is made upon the agreements, terms, covenants and conditions hereinafter set forth. Capitalized terms used herein shall have the definitions and meanings set forth in Article 2 hereof and/or as elsewhere defined herein, including the foregoing recitals.

ARTICLE 1

Premises - General Terms of Lease

Section 1.1 Lease of Land and Air Rights. In accordance with (a) Chapter 125, Florida Statutes; (b) the powers granted to Landlord pursuant to authority properly delegated by the Florida legislature; (c) the authority to lease real property and air rights over real property

belonging to Miami-Dade County; and (d) the Metrorail Joint Use Policy contained in Resolution R-1443A-81, adopted on September 28, 1981; and, for and in consideration of the rents, covenants and agreements specified herein, and the easements reserved unto Landlord, its successors and assigns, Landlord agrees, pursuant to the terms of this Lease, and does hereby lease and demise unto Tenant, its successors and assigns, and Tenant does hereby take and hire, upon and subject to the conditions and limitations herein expressed, the Demised Premises, together with the following rights, privileges and easements appurtenant to the Demised Premises (except to the extent expressly reserved unto Landlord under the definition of "Demised Premises" herein):

(a) All subsurface right, title and interest of Landlord (if any) in and to any land lying in the bed of any street, road, alley or right-of-way, open or closed, adjacent to or abutting the Land;

(b) The drains, utility lines, or other easements, and improvements of Landlord located in areas within or adjacent to the Demised Premises to be used by Tenant in connection with the Project, provided that any such use shall be set forth in the Plans and Specifications and Tenant shall not have the right to use any electrical service feeders that are dedicated to and required for the operation of the System;

(c) Such rights of support and rights of use in respect of, if necessary, supports, and foundations for the support of the Demised Premises, and any Improvements or other portions of the Project located thereon, provided that any such rights of support and use shall be set forth in the Plans and Specifications and provided further, that the foregoing shall not give Tenant the right to construct on or use in the construction of any portion of the Project on the Demised Premises any of the foundations or support columns of the System;

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

(e) The right of pedestrian ingress, egress and passageway over and across the Station which shall be necessary or desirable for entrance, exit and passageway to and from the Demised Premises, and to and from the Station and the System for the use in common of Landlord and Tenant, and their respective successors, assigns, patrons, tenants, invitees and all other persons having business with any of them;

(f) The right to construct, install and maintain within the area of pedestrian ingress, egress and passageway in the Station, signs for the purpose of advertising the Project or any Phase thereof, or events, activities or operations in the Project or any such Phase; provided, however, that the design, size and location of the structures in which the signs are posted shall be subject to the approval of Landlord in accordance with the other terms of this Lease and subject to the requirements and limitations of applicable Laws and Ordinances;

(g) The right to submit the Demised Premises and its air rights and subsurface rights to the Master Covenants, subject to and in accordance with the provisions of Section 17.3 of this Lease; and

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

TO HAVE AND TO HOLD the same unto Tenant, its successors and assigns for the Term, but reserving unto Landlord the rights described herein.

Section 1.2 Term of Lease

(a) The term of this Lease shall be a period of ninety (90) years, consisting of an initial term of thirty (30) years with two (2) additional renewal terms of thirty (30) years each, commencing on the Commencement Date and ending on the date that is ninety (90) years thereafter, subject to extension as hereinafter provided (as so extended, the “Term”). The term shall automatically renew for each renewal term stated herein (without notice or condition of any kind), such that the Term of this Lease shall be an uninterrupted period of ninety (90) years (subject to extension as hereinafter provided). The obligation to pay Rent shall begin on the Commencement Date, subject to the terms and conditions hereinafter provided. The covenants and conditions of this Lease in effect during the Term, as same may be modified from time to time, shall continue to be in effect during any extension of the Term.

(b) If Tenant exercises its right to bifurcate this Lease pursuant to the terms of Section 17.2, the term of each Bifurcated Lease shall coincide with the Term of this Lease, such that each Bifurcated Lease shall end on the last day of the stated 90-year Term of this Lease set forth in Section 1.2(a).

(c) Landlord shall deliver possession of the Demised Premises on the Commencement Date at which time Tenant may take possession thereof. Landlord further agrees that during the Review Period, Tenant may enter upon the Demised Premises to perform studies, tests, evaluations and similar type inspections in coordination with the Department of Transportation and Public Works (DTPW) pursuant to the terms of Section 1.6.

Section 1.3 Conditions Precedent to Effectiveness of Lease. This Lease shall not become effective unless and until the Federal Transit Administration (FTA), the Florida Department of Transportation (FDOT) and the Board shall have approved the execution of this Lease, and this Lease has been executed and delivered by Landlord and Tenant. The date on which this Lease becomes effective as provided herein is called the “Effective Date”. If Tenant does not elect to terminate the Lease during the Review Period, Landlord shall deliver and Tenant shall take possession of the Demised Premises on the first day following the expiration of the Review Period, which date is referred to herein as the “Commencement Date”. The Effective Date and Commencement Date will be confirmed in the Confirmation of Date(s) Certificate in the form attached hereto as Schedule 1.3 upon request of either party following the occurrence of the Effective Date and Commencement Date (as applicable). Similarly, the parties shall from time to time confirm the expiration of the Term, and the Commencement of Construction and Completion of Construction of any Phase, through the Confirmation of Date(s) Certificate upon request of either party. Each party shall respond promptly to any request for a Confirmation of Date(s)

Certificate hereunder. Each Bifurcated Lease shall include a provision regarding confirmation of the Term through a Confirmation of Date(s) Certificate consistent with this provision.

Section 1.4 Conditions Precedent to Commencement of Construction. Before Commencement of Construction of any Phase of the Project, and in addition to the submission and approval process specified in Article 4:

(a) Tenant shall comply with the DTPW submittal and review process by submitting Plans and Specifications for such Phase;

(b) Tenant shall have submitted to Landlord a copy of a letter of intent that Tenant has received from a lending institution, such as a bank, savings bank, savings and loan, pension fund, insurance company, real estate investment trust or other entity included within the definition of Lender hereunder, to finance, if such financing is being obtained, construction of the Project Phase; and

(c) With respect to the Commencement of Construction of the first Phase, Tenant shall have submitted to Landlord and be current on all Rent (if any) required to be paid prior to Commencement of Construction of such Phase pursuant to Article 3.

(d) Tenant and Landlord agree that specific construction and development plans for the Affected Area shall be subject to the review and approval of DTPW to assure the public safety and the System's integrity and operation. Precedent to any construction, excavation, demolition, restoration, testing or staging within the Affected Area, Tenant shall submit to the DTPW Right-of-Way, Utilities and Joint Development Division through the DTPW Director, or DTPW's Designated Representative, three (3) copies of plans, drawings and calculations showing the relationship between the proposed activities within the Affected Area and the System. The drawings and calculations shall have sufficient detail to allow DTPW to determine if such activities are likely to impact the System and the extent of that impact, if any. The drawings and calculations shall include the following:

- (i) Site plan;
- (ii) Drainage area maps and calculations;
- (iii) Sheeting and shoring drawings and calculations;
- (iv) Architectural drawings for all underground levels through the top floor;
- (v) Sections showing foundations in relation to System structures
- (vi) Structural drawings;
- (vii) Pertinent drawings detailing possible impacts on the System;
- (viii) Geotechnical reports;

- (ix) Settlement monitoring, mitigation and remediation plan;
- (x) Proposed sequence of activities.

Any such proposed construction, excavation, demolition, restoration, testing or staging within the Affected Area may commence only after DTPW has completed its review and the DTPW Director or DTPW's Designated Representative has issued written approval of the plans, drawings and calculations. Notwithstanding anything herein, all construction shall be in compliance with the latest edition of DTPW Adjacent Construction Safety Manual or its replacement, except as otherwise expressly provided herein.

Section 1.5 Performance and Payment Bonds.

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

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

(i) Provide the Landlord with a certified check that Landlord may deposit into a County-controlled bank account (escrow account) or an irrevocable letter of credit in a form and in an amount that is acceptable to the Landlord (in each case, "Alternative Security") to remain in place until evidence reasonably satisfactory to the Landlord is submitted to demonstrate that all contractors and material suppliers performing any work on and/or supplying any materials for the Project/Phase have been paid in full and a Certificate of Occupancy has been issued for the Project/Phase; and

(ii) Require that each prime contractor hired by Tenant to perform work and/or make improvements on the Project/Phase to provide a performance bond with a surety insurer authorized to do business in the State of Florida as a surety in an amount not less than 100% of its respective contract in a form acceptable to the Landlord to insure that its construction work shall be completed by the contractor or, on its default, its surety shall name the County as an additional obligee and shall meet the specifications set forth below; and

(iii) Require each prime contractor hired by Tenant to perform work and/or make improvements on the Project/Phase to provide a payment bond with a surety insurer authorized to do business in the State of Florida as a surety in an amount not less than 100% of its respective contract in a form acceptable to the

Landlord to secure the completion of the Project/Phase free from all liens and claims of sub-contractors, mechanics, laborers and materialmen and shall name the County as an additional obligee and payee and shall meet the specifications set forth below; and

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

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

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

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

(iii) In the event Tenant's contractor(s) claim non-payment(s) and/or fail to timely provide unconditional releases of lien within the timeframe stipulated, Landlord reserves the right but not the obligation to: (x) Reduce the amount(s) in question from the cash deposit(s) or security posted until the claim(s) is/are liquidated; or (y) Appropriate funds for such payment(s) from any cash deposit(s) of security posted and make payment(s) directly to claimant(s). In either case, Tenant shall, within ten (10) business days of notification by Landlord, deposit an amount equal to the reduced/dispensed amount in the County's escrow account or increase the irrevocable letter of credit so as to replenish the original amount of the cash deposit(s) or security posted.

(d) The rights of Landlord/County under the Alternative Security and any payment and performance bonds shall be subordinate to the rights of any lender providing construction financing to Tenant.

(e) Tenant shall not allow any mechanics liens or materialman's liens, or liens, judgments or encumbrances of any kind (collectively, "Encumbrances") to remain on or to cloud the title of Landlord's fee simple interest in the Land and shall indemnify Landlord for any costs, expenses or damages Landlord incurs by reason thereof, in the event that any such Encumbrance is not removed as a lien on Landlord's fee simple interest in the Land within thirty (30) days after Tenant receives written notice from Landlord demanding removal of such Encumbrance. Tenant shall promptly take all steps required to promptly remove and otherwise resolve all such Encumbrances of which Tenant has been given actual notice, without waiver of Tenant's right to contest encumbrances pursuant to Section 12.1 hereof.

Section 1.6 Review Period. During the Review Period, Tenant, its employees, agents, consultants and representatives, shall be entitled, at Tenant's sole cost and expense, to investigate and evaluate the Demised Premises. Such right of investigation shall include the right to enter the Demised Premises, and perform any studies, tests or inspections of the Demised Premises as Tenant may deem necessary or appropriate, including without limitation assessments of soil and

subsurface conditions, utility services and environmental audits (including Phase I, Phase II and any other audit recommended by Tenant's environmental consultant), title review, reports and commitments, and surveys of the Demised Premises. Tenant shall also have the right to enter the Station Land, and perform comparable studies, tests or inspections of the Station and Station Land as Tenant may deem necessary or appropriate in connection with the Station Improvements and the Project. Landlord agrees to cooperate reasonably with any such investigations, tests, samplings, analyses, inspections, studies or meetings made by or at Tenant's direction. Tenant acknowledges that County provided to Tenant a recent environmental report conducted by an environmental consultant engaged by County (without warranty). The County does not make any representation or warranty whatsoever regarding the condition of the site or its suitability for the uses contemplated by this Lease and the development of the Demised Premises. Tenant acknowledges that Tenant has not relied upon and was not materially induced to enter into this Lease by such report and is fully responsible for making its own determination regarding the suitability of the property for the uses contemplated in this Lease and for the development of the Demised Premises. Tenant represents that Tenant is familiar with the Demised Premises and the Review Period will provide it with a sufficient opportunity to evaluate local conditions under which the construction and development of the Project is to be performed and, by executing this Lease and not electing to terminate this Lease pursuant to this Section, Tenant shall have accepted the Demised Premises in its "as-is" condition, subject to the express provisions of this Lease. Without limiting the generality of the foregoing, if the results of Tenant's inspections reflect site conditions ("Unforeseen Conditions") that would require Tenant (1) to remediate the Demised Premises or any portion thereof (such as, by way of example and not limitation, remediation of any environmental condition) to develop and use the Demised Premises as contemplated in this Lease, (2) to increase the scope of development work or redesign the Project or any portion thereof to address such site conditions (such as, by way of example and not limitation, the discovery of underground conditions or facilities that require relocation and/or cannot be relocated), and/or (3) to incur any unforeseen cost or suffer any other delays or adverse impacts relative to the Project, Tenant shall so notify Landlord of such Unforeseen Conditions and the estimated amount of the costs, delays or other adverse impacts resulting therefrom, whereupon Landlord and Tenant shall negotiate in good faith, to determine if any reasonable adjustments to the terms of this Lease shall be made, which shall be subject to FTA and Board approval, as applicable (such as, by way of example and not limitation, credits against Rent, contributions by Landlord to the increased costs resulting from the Unforeseen Conditions, extensions of commencement of Rent, Commencement of Construction, Completion of Construction and other construction timeframes, and/or other adjustments to the economic terms of this Lease) mutually acceptable to the Parties. Notwithstanding the foregoing, the Parties are under no obligation to make such Lease adjustments. If the Parties are unable to achieve a mutually acceptable agreement in writing within sixty (60) days following Tenant's initial notice to Landlord of Unforeseen Conditions hereunder, then Tenant shall have the right, in its sole discretion, by written notice to Landlord delivered within fifteen (15) days following the expiration of said 60-day period, either (i) to terminate this Lease and its obligations hereunder as to the Project, in which event Landlord and Tenant shall be released from all further obligations under this Lease, or (ii) to proceed with the Project under the terms and conditions of this Lease with Tenant being responsible to remediate any Unforeseen Conditions, at its sole cost and expense. If Tenant fails to notify Landlord in writing that Tenant has elected to terminate this Lease (in whole or in part) within said 15-day period, Tenant's right to terminate this Lease (in whole or in part) under this Section 1.6 shall be

deemed waived and Tenant shall be deemed to have elected to proceed with the Project under clause (ii) hereof.

ARTICLE 2

Definition of Certain Terms

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

- (a) Affected Area shall mean the System and the area within thirty (30) feet of the System.
- (b) APP shall have the meaning ascribed to such term in Section 4.17.
- (c) Bifurcated Lease shall have the meaning ascribed to such term in Section 17.2(a).
- (d) Board or Commission shall mean the Board of County Commissioners of Miami-Dade County, Florida.
- (e) Building(s) shall mean the buildings or structures (as the context indicates) and other Improvements to be erected on, above, or below the Demised Premises or a portion thereof in accordance with Article 4 below (including any replacements, additions and substitutes thereof).
- (f) Certificate of Occupancy shall mean the temporary or permanent certificate issued by the governmental agency and/or department authorized to issue a certificate of occupancy or certificate of completion, as applicable, evidencing that the applicable Building(s) is (are) ready for occupancy in accordance with applicable Laws and Ordinances.
- (g) Code shall mean the Code of Miami-Dade County, as amended from time to time.
- (h) Commencement Date shall mean the first day following the expiration of the Review Period, on which date Landlord shall deliver and Tenant shall take possession of the Demised Premises as provided in Section 1.3, to be confirmed by execution of the Confirmation of Date(s) Certificate attached as Schedule 1.3.
- (i) Commencement of Construction and “commenced” when used in connection with construction of any Phase shall mean the earlier of the filing of the notice of commencement under Florida Statutes Section 713.13 (as amended from time to time) or the visible start of work on the site of such Phase, including on-site utility, excavation or soil stabilization work. In order to meet the definition of “Commencement of Construction” or “commenced”, such filing of notice or visible start of work must occur

after Tenant has received a Permit for the particular Phase of the Project on which construction is proposed to commence.

(j) Completion of Construction shall mean, for any Phase, the date a Certificate of Occupancy is issued for that Phase.

(k) Connecting Parcel shall have the meaning ascribed to such term in Section 4.15(a).

(l) Construction Plans shall consist of Final Design Plans for particular improvements comprising a Phase, the drawings and specifications for which are in a format with sufficient detail as required to obtain building permits for such improvements and as further described in Section 4.5.

(m) County and Miami-Dade County shall mean Miami-Dade County, a political subdivision of the State of Florida.

(n) CPI shall mean the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, All Items (1982-84 = 100) or, if such index ceases to be published during the Term, or if a substantial change is made in the method of establishing such index, any comparable successor or substitute index reasonably designated by Landlord and Tenant.

(o) Default Rate shall mean the lesser of (i) an interest rate equal to six percent (6%) per annum, or (ii) the maximum rate permitted by law.

(p) Demised Premises shall mean, collectively:

(i) The Land described in Exhibit A-1 attached hereto and made a part hereof;

(ii) The "air rights" portion of the Demised Premises, which shall mean and include (x) the airspace above the Land and (y) the airspace above the Station Land located above, below and outside the exterior of the Station and Station-related improvements and facilities (such as the rail lines and supports);

(iii) The subsurface rights under the Land, excluding those subsurface and other rights hereinafter expressly reserved to Landlord; and

(iv) the right of ingress, egress and passageway in, over, through and across the Landlord Maintenance Areas for the duration of the Term, which areas have been reserved to Landlord under clause (E) below.

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

(A) the non-exclusive right of ingress, egress and passageway in, over, through and across the Public Areas of the Demised Premises which shall be

necessary or desirable for entrance, exit and passageway of persons and property, including vehicles, to and from the Station and the System for the duration of the Term; provided, however, that all entrances, exits and passageways to be used in exercising such rights shall be as set forth in the Plans and Specifications, subject to modification if and to the extent required by Laws and Ordinances;

- (B) all existing subsurface rights under the sidewalks, streets, avenues, curbs and roadways fronting on and abutting the Demised Premises for the purpose of maintaining subsurface supports, utilities and other infrastructure related to the Station or System for the duration of the Term;
- (C) the non-exclusive right to use the space located in the Public Areas of the Demised Premises solely for the purpose of ingress and egress of passengers using the Station and System of Landlord, as well as the transportation of baggage, mail, supplies and materials of such passengers, from the Demised Premises, public thoroughfares and the Station for the duration of the Term;
- (D) the non-exclusive right to use and occupy the space located in the Public Areas of the Demised Premises to be occupied by Station signs approved by Tenant as to location, size, and consistency pursuant to the terms of this Lease for the duration of the Term; and
- (E) all rights in and to the surface of the Landlord Maintenance Areas for the duration of the Term, which areas are required to be maintained, repaired and replaced by Landlord pursuant to the terms and conditions of this Lease; subject, however, to the non-exclusive easement rights of Tenant described under clause (iv) above.

IT BEING UNDERSTOOD between the Parties hereto that no portion of the Station and/or System is leased or intended to be leased to Tenant and that all portions or areas of the Station and/or System are expressly EXCEPTED AND RESERVED unto Landlord, except to the extent that parts thereof are leased or rights in respect thereof are granted to Tenant as herein provided.

(q) Department of Cultural Affairs shall have the meaning ascribed to such term in Section 4.17.

(r) DTPW shall have the meaning set forth in the introductory paragraph of this Lease.

(s) DTPW's Designated Representative shall mean the individual designated from time to time, by written notice to Tenant, as DTPW Director's designee to serve as and carry out the responsibilities of DTPW's Designated Representative under this Lease.

(t) Effective Date shall mean the date on which this Lease shall become effective as provided in Section 1.3.

- (u) EHD shall have the meaning ascribed to such term in Section 17.4.
- (v) EHD Sublease shall have the meaning ascribed to such term in Section 17.4.
- (w) Encumbrances shall have the meaning ascribed to such term in Section 1.5(e).
- (x) Event(s) of Default shall have the meaning ascribed to such term in Section 20.1 (as to Events of Default of Tenant) and Section 20.7 (as to Events of Default of Landlord), as the context dictates.
- (y) Fair Market Value shall be that sum which, considering all of the circumstances, would be arrived at by good faith, fair, arm's-length negotiations between an owner willing to sell and an independent third party purchaser willing to buy, neither being under any pressure.
- (z) Final Design Plans shall mean the final plans and specifications.
- (aa) Impositions shall mean all ad valorem taxes, special assessments, sales taxes and other governmental charges and assessments levied or assessed with respect to the Demised Premises and the activities conducted thereon or therein.
- (bb) Improvement Agreement shall mean that certain Improvement Agreement for Earlington Heights Metrorail Station of even date herewith by and between Landlord and Tenant, which governs the construction and performance of the required Station Improvements, a copy of which is attached hereto as Exhibit B, as modified, amended, restated and supplemented from time to time.
- (cc) Improvements shall mean the Buildings to be constructed on the Demised Premises, parking areas, above and below surface improvements, utilities, utility lines and appurtenant equipment, vaults, infrastructure and other improvements to be developed and erected on, above or below the Demised Premises or a portion thereof in accordance with Article 4 below, and all fixtures located or to be located therein which are owned by Tenant (including any replacements, additions and substitutes thereof) as part of the Project on the Demised Premises.
- (dd) Land shall mean the real property described in Exhibit A-1 attached hereto, which is the real property owned by Landlord and described on Exhibit A less the Station Land.
- (ee) Landlord shall mean, on the Effective Date, Miami-Dade County, a political subdivision of the State of Florida, through the Department of Transportation and Public Works (or any successor thereto). Thereafter, "Landlord" shall mean the owner at the time in question of Landlord's interest in the Demised Premises.
- (ff) Landlord Maintenance Areas shall mean the sidewalks, streets, avenues, curbs, curb cuts and roadways within the portions of the Land and the Station Land described and depicted on Exhibit A-4 attached hereto and made a part hereof, excluding,

however, the Tenant Maintenance Areas highlighted in yellow as depicted on Exhibit A-4 attached hereto.

(gg) Laws and Ordinances or Laws or Ordinances shall mean all present and future applicable laws, ordinances, rules, regulations, authorizations, orders and requirements of all federal, state, county and municipal governments, the departments, bureaus or commissions thereof, authorities, boards or officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions having or acquiring jurisdiction over all or any part of the Demised Premises. References herein to specific Laws or Ordinances shall mean such Laws and Ordinances, as amended from time to time.

(hh) Lease shall mean this Lease (including all Exhibits and Schedules) and all amendments, replacements, supplements, addenda or renewals thereof, but expressly excluding the Bifurcated Leases.

(ii) Leasehold Mortgage or Mortgage shall mean a mortgage or mortgages or other similar security agreements given to any Leasehold Mortgagee encumbering the subleasehold interest of a Major Sublessee under a Sublease, and shall be deemed to include any mortgage or trust indenture under which any Sublease shall have been encumbered, as modified, amended, restated, renewed and consolidated from time to time.

(jj) Leasehold Mortgagee or Mortgagee shall mean a Lender holding a Leasehold Mortgage.

(kk) Lease Year shall mean each separate and consecutive period of twelve (12) full calendar months beginning upon the first day of the first month following the Commencement Date and upon each anniversary of such date thereafter, provided that Tenant may, with the written consent of Landlord, cause the Lease Year to be a calendar year. The first Lease Year shall include any partial month (and, if Lease Years are adjusted to coincide with calendar years, any partial year) at the beginning of the Term, anything herein to the contrary notwithstanding.

(ll) Lender shall mean a Federal or State bank, savings bank, association, savings and loan association, credit union, commercial bank, foreign banking institution, trust company, family estate or foundation, insurance company (whether foreign or domestic), pension fund, an institutional investor such as a publicly held real estate investment trust, an entity that qualifies as a "REMIC" under the Internal Revenue Code of 1986, as amended, or other public or private investment entity; a brokerage or investment banking organization; an employees' welfare, benefit, pension or retirement fund; an institutional leasing company; an entity qualified to provide funding under the EB-5 program pursuant to USCIS (United States Citizenship and Immigration Service) guidelines; any governmental agency or entity insured by a governmental agency or similar institution authorized to take mortgage loans in the State of Florida, in all events whether acting individually or in a fiduciary or representative capacity (such as an agency capacity), or any combination of Lenders. The term Lender also includes (x) a Person that is controlled by, controls or is under common control with a Lender as described in this

paragraph, (y) any Person which is a party to a bond financing, as the initial purchaser or indenture trustee of a bond, certificate, warrant or other evidence of indebtedness, or any fiduciary of such issuer, owner or holder, or any provider of credit enhancement and/or liquidity support for such indebtedness, and/or (z) any Person providing purchase money financing in connection with a sale, assignment or transfer of this Lease or any interest herein. References to Lender under this Lease shall mean an entity or entities meeting the above definition that is a Leasehold Mortgagee or a Mezzanine Financing Source (or any combination thereof).

(mm) Major Sublessee shall mean a Sublessee under a first tier (direct) Sublease with Tenant for all of the Demised Premises or one or more Phases thereof, which must be an organization or entity that is a “Registered Vendor” with Miami-Dade County. EHD is a Major Sublessee for purposes of this Lease.

(nn) Master Covenants shall mean those certain covenants, conditions, restrictions and easements for the Project to be recorded in the Public Records of Miami-Dade County, Florida, which, *inter alia*, will govern the relationship of some or all of the Phases of the Project and/or portions of the Project leased pursuant to this Lease and/or the Bifurcated Leases; govern the use of certain components of the Demised Premises (which may include, without limitation, walkways, promenades, driveways, parking facilities, park areas, project-wide lighting and signage, and other shared components, areas and facilities) shared by some or all of the Demised Premises leased pursuant to this Lease and/or the Bifurcated Leases; establish easements for access, pedestrian and vehicular ingress and egress, utilities, structural support, encroachments, loading areas and other common property easements; address landscaping, maintenance and repairs of shared facilities, and financial contributions by each Phase of the Project and/or portions of the Project leased pursuant to this Lease and any Bifurcated Leases to cover the cost of the foregoing; and establish certain maintenance and use standards with respect to the Demised Premises, as modified, amended, restated, supplemented and extended from time to time subject to and in accordance with the provisions of Section 17.3 of this Lease.

(oo) Mezzanine Financing shall mean a loan or equity investment made by the Mezzanine Financing Source to provide financing or capital for the Project or any portion thereof, which shall be subordinate to the first Leasehold Mortgage and may be secured by, *inter alia*, a Mortgage and/or a pledge of any direct or indirect equity or other ownership interests in a Sublessee or structured as a preferred equity investment with “mezzanine style remedies”, the exercise of which would result in a change of control.

(pp) Mezzanine Financing Source shall mean a Lender or preferred equity investor selected by Major Sublessee to provide Mezzanine Financing.

(qq) Notice shall have the meaning ascribed to such term in Section 21.2.

(rr) Party or Parties (whether or not by use of the capitalized term) shall mean jointly or individually (as the context dictates) Landlord and Tenant.

(ss) Pedestrian Bridge shall have the meaning ascribed to such term in Section 4.15.

(tt) Pedestrian Bridge Easement Area shall have the meaning ascribed to such term in Section 4.15(a).

(uu) Permit shall mean any permit issued or to be issued by the appropriate governmental agency and/or department, including but not limited to applicable permits for construction, demolition, installation, foundation, dredging, filling, the alteration or repair or installation of sanitary plumbing, water supply, gas supply, electrical wiring or equipment, elevator or hoist, HVAC, sidewalk, curbs, gutters, drainage structures, paving and the like.

(vv) Person (whether or not by use of the capitalized term) shall mean any natural person, trust, firm, partnership, corporation, limited liability company, joint venture, association or any other legal or business entity or investment enterprise.

(ww) Phase or Phases shall have the meaning ascribed to such term(s) in Section 3.2. For purposes of development, construction and mortgaging of each Phase, notwithstanding the fact that Phases are identified numerically in this Lease or any Schedule attached hereto, there shall be no obligation to construct Phases in any sequence or chronological order.

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

(yy) Preliminary Plans shall mean conceptual plans for the Demised Premises or a portion thereof, as the case may be, which have been or will be submitted by Tenant to Landlord.

(zz) Procedures Manual shall have the meaning ascribed to such term in Section 4.17.

(aaa) Project shall mean the overall development of all Phases of the Project contemplated by the unsolicited proposal submitted by Tenant pursuant to Section 125.38 of the Florida Statutes with respect to the development at Earlington Heights Metrorail Station, as such proposed development may be amended and/or revised from time to time, a copy of which is attached hereto as in Schedule 24.22 ("Proposal"). If this Lease terminates with respect to any Phase of the Project, or any Phase is otherwise released from the terms and conditions of this Lease, then, as used herein, the term "Project" shall exclude the applicable Phase and, from and after the date Tenant surrenders the applicable Phase to Landlord, Tenant shall have no further rights or obligations with respect to such Phase (with respect to the payment of Rent, payment of Impositions, construction, maintenance or repair, or otherwise) hereunder, except as otherwise expressly provided herein.

(bbb) Proposal shall have the meaning ascribed to such term in the preceding definition.

(ccc) Public Areas shall mean those areas of the Demised Premises both enclosed and unenclosed, generally available and open to the public during normal business hours but shall not include common areas in the respective residential, retail or other non-public commercial components of the Project.

(ddd) Qualified Non-Profit shall mean (i) an organization or entity that is a “Registered Vendor” with Miami-Dade County, and (ii) any organization or entity that is the successor to Tenant by merger, consolidation, transfer of assets or other corporate reorganization of Tenant, provided such transaction is entered into for a bona fide business purpose and such successor organization or entity maintains non-profit status for the purposes of promoting community interest and welfare within the meaning of Section 125.38 of the Florida Statutes, or (iii) any entity that constitutes an organization not for profit that is organized for the purposes of promoting community interest and welfare within the meaning of Section 125.38 of the Florida Statutes.

(eee) Rent shall have the meaning ascribed to such term in Section 3.1 and Schedule 3.1.

(fff) Review Period shall mean the period commencing on the Effective Date and ending on the date that is ninety (90) days after the Effective Date or earlier termination of this Lease.

(ggg) Station shall mean the existing Earlington Heights Metrorail Station portion of the System.

(hhh) Station Improvements shall mean the Station Improvements required to be constructed and installed by Tenant pursuant to the Improvement Agreement.

(iii) Station Land shall mean the real property owned by Landlord and described in Exhibit A-2 attached hereto, which is the real property owned by Landlord and described on Exhibit A less the Land.

(jjj) Station Parking Garage shall mean the structured parking garage consisting of approximately one thousand (1,000) parking spaces located on the Station Land.

(kkk) Sublease shall mean any instrument pursuant to which all or a portion of the Demised Premises is subleased or sub-subleased (and any further subleases thereof), including but not limited to a grant by Tenant to a Sublessee for the right to develop a specific Phase(s) of the Project and a lease for use and occupancy of space in the Project. Notwithstanding any Sublease of the Demised Premises, Tenant shall remain the “Tenant” under this Lease and responsible for the obligations of Tenant hereunder.

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

(mmm) System shall mean the Miami-Dade County Transit System including, without limitation, all trains, buses, fixed guideways, stations, parking lots and parking structures, drop off/pickup areas, bus stops and shelters, bus bays, streets and sidewalks, maintenance facilities, structures and all associated facilities required in the operation of the System.

(nnn) Taking shall mean the exercise of the power of eminent domain as described in Article 19.

(ooo) Tenant shall mean, on the Effective Date, ST. JAMES COMMUNITY DEVELOPMENT CORPORATION OF MIAMI, INC., a Florida non-profit corporation, which corporation qualifies as a non-profit with the mission of promoting community interest and welfare within the meaning of Section 125.38 of the Florida Statutes. Thereafter, "Tenant" shall mean the owner(s) at the time in question of Tenant's interest under this Lease, and if Tenant or any successor to its interest hereunder ceases to have any interest in the leasehold estate hereby created, whether by reason of (i) assignment, transfer or sale of Tenant's interest hereunder, subject to the provisions of Section 17.1, or (ii) a bifurcation of this Lease pursuant to Section 17.2, the assignor, transferor or seller shall be released from and relieved of all agreements, covenants and obligations of Tenant hereunder to be performed after the date of such assignment, transfer, sale or bifurcation provided that the purchaser, successor or transferee assumes in writing all such agreements, covenants and obligations of Tenant for the portion of the Demised Premises being transferred, and is a Qualified Non-Profit. Nothing herein shall be construed to relieve Tenant from any liability or damages arising from actions or omissions occurring or agreements, covenants and obligations required to be performed prior to the date of any such assignment, transfer, sale or bifurcation of Tenant's interest hereunder. Notwithstanding the foregoing, Tenant shall remain liable for the representations and warranties of Section 25.2.

(ppp) Tenant Maintenance Areas shall mean the green spaces and other areas within the portions of the Land and the Station Land highlighted in yellow as depicted on Exhibit A-4 attached hereto and made a part hereof; excluding, however, the Landlord Maintenance Areas.

(qqq) Term shall have the meaning ascribed to such term in Section 1.2 (and shall include all extensions thereof in accordance with the terms of this Lease).

(rrr) Unavoidable Delays shall mean delays beyond the control of a party required to perform, such as (but not limited to) delays due to strikes; slowdowns; lockouts; acts of God; pandemics, epidemics, or other public health crises that impacts Miami-Dade County as evidenced by an Executive Order or other similar governmental mandate within the State of Florida; floods; fires; unusually severe weather conditions (such as tropical storms or hurricanes); casualty; any act, neglect or failure to perform of or by Landlord; war; enemy action; civil disturbance; acts of terrorism; sabotage; restraint by court or public authority; litigation or administrative challenges by third parties to the execution or performance of this Lease or the procedures leading to its execution; inability to obtain labor or materials; delays in settling insurance claims; moratoriums or other delays

associated with Laws and Ordinances enacted subsequent to the date of the submission of the Proposal as contemplated under Section 3.5; and/or delays due to Unforeseen Conditions discovered during the Review Period as contemplated under Section 1.6 or of the nature contemplated by Section 4.10. Unavoidable Delay shall also include (i) economic or political conditions or events that result in a significant decline in economic activity that materially impair access to debt or equity markets by developers of development projects in the South Florida real estate market similar to the Project or allow a committed debt or equity participant to terminate its debt or equity commitment, such as a temporary or long term liquidity crisis or major recession, or (ii) duties or other charges imposed as a result of geopolitical actions which result in a material increase in the construction costs for the Project, provided that the extension of time due to the foregoing Unavoidable Delays under clauses (i) and (ii) shall not exceed twelve (12) months in the aggregate for the Project, subject to extension for one (1) additional period of up to six (6) months, in the reasonable discretion of the DTPW director or designee (on behalf of Landlord), upon the written request of Tenant accompanied by satisfactory evidence that the event or condition giving rise to the Unavoidable Delay continues in effect. Each of Landlord and Tenant acknowledge and agree that it will not assert as an Unavoidable Delay under this Lease the current conditions related to COVID-19 (Coronavirus) for a period of twenty-four (24) months following the Effective Date, provided that the foregoing shall not limit or restrict the rights of the Parties to claim Unavoidable Delay for conditions related to existence or resurgence of COVID-19 after the expiration of such 24-month period. The obligated party shall be entitled to an extension of time because of its inability to meet a time frame or deadline specified in this Lease where such inability is caused by an Unavoidable Delay, provided that such party shall, within thirty (30) days after it has become aware of such Unavoidable Delay, give notice to the other party in writing of the causes thereof and the anticipated time extension necessary to perform. Neither party shall be liable for loss or damage or deemed to be in default hereof due to any such Unavoidable Delay(s), provided that party has notified the other as specified in the preceding sentence and further provided that such Unavoidable Delay did not result from the fault, negligence or failure to act of the party claiming the delay. Failure to notify a party of the existence of Unavoidable Delays within the thirty (30) days of its discovery by a party shall not void the Unavoidable Delays, but the time period between the expiration of the thirty (30) days period and the date actual notice of the Unavoidable Delays is given shall not be credited to the obligated party in determining the anticipated time extension. Notwithstanding anything in this Lease to the contrary, Tenant acknowledges and agrees that an Unavoidable Delay shall not alleviate Tenant's obligation to timely pay Rent pursuant to Article 3.

(sss) Unforeseen Condition shall have the meaning ascribed to such term in Section 1.6.

(ttt) Work shall have the meaning ascribed to such term in Section 16.1.

(uuu) Workforce Housing shall mean the rental of property for natural persons or families whose total annual household income ranges from sixty percent (60%) to one hundred forty percent (140%) of the area median family income for Miami-Dade County,

as adjusted for household size, as published annually by the U.S. Department of Housing and Urban Development.

(vvv) Workforce Housing Laws shall mean all Laws and Ordinances regarding Workforce Housing and the financing thereof.

(www) Workforce Housing Units shall mean rental dwelling units affordable to natural persons or families whose total annual household income is between sixty percent (60%) and one hundred forty percent (140%) of the Miami-Dade County area median income, adjusted for household size.

ARTICLE 3

Rent

Section 3.1 Rent. During the Term of this Lease, Tenant shall pay annual rent for the Demised Premises as described on Schedule 3.1 attached hereto and by this reference made a part hereof. Rent shall be paid and payable as follows (herein, “Rent”):

(a) No later than thirty (30) days following the Commencement Date, Tenant shall make an upfront payment of Rent in the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00), representing payment of Rent for the first four (4) Lease Years. Following such payment, no Rent whatsoever shall be due under this Lease until the commencement of the fifth (5th) Lease Year of the Term, as indicated in Schedule 3.1 and hereinafter provided.

(b) Commencing on the first (1st) day of the fifth (5th) Lease Year of the Term, Tenant shall pay Landlord as Rent the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) per annum.

(c) Commencing on the first (1st) day of the sixth (6th) Lease Year of the Term, Tenant shall pay Landlord as Rent the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) per annum.

(d) Commencing on the first (1st) day of the eighth (8th) Lease Year of the Term, Tenant shall pay Landlord as Rent the sum of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) per annum, subject to increases as hereinafter provided.

(e) Commencing with the tenth (10th) Lease Year of the Term and each Lease Year thereafter, annual Rent shall adjust each Lease Year by the lesser of (i) three percent (3%) of the annual Rent for the immediately preceding Lease Year, or (ii) the percentage change in the CPI, measured by multiplying annual Rent for the immediately preceding Lease Year by a fraction, (x) the numerator of which is the CPI for the second calendar month preceding the commencement of the Lease Year of the Term to which such increase applies, minus the “base” CPI for the same calendar month in the immediately preceding Lease Year, and (y) the denominator of which is the “base” CPI (from preceding clause (x)). The Parties acknowledge and agree that Schedule 3.1 attached hereto reflects scheduled payments based on the Rent increasing by three percent (3%) annually and does

not reflect changes in the CPI (if lower) which are not yet known. Actual adjustments in Rent under this Lease will be based on the formula set forth in this Section and not the amounts set forth in Schedule 3.1, which are provided for informational purposes only. Rent shall be calculated and determined as provided herein during the Term.

(f) Rent shall be payable annually on or before the first (1st) day of each Lease Year in the amounts set forth above.

Section 3.2 Phased Development. Tenant has proposed a phased construction approach and contemplates developing the Improvements on the Demised Premises in Phases as set forth on Schedule 3.2 attached hereto and by this reference made a part hereof, and as further set forth in the Preliminary Plans when delivered to Landlord pursuant to the terms of this Lease. Each of the phases described in Schedule 3.2 is hereinafter referred to as a “Phase” and are collectively referred to as the “Phases”. Notwithstanding the fact that Phases are identified numerically in Schedule 3.2, each Phase may be constructed and developed independently of the other Phases and in any sequence. In addition, notwithstanding anything to the contrary contained in this Lease (and for the avoidance of doubt), each Phase may be constructed and developed pursuant to this Lease, a Bifurcated Lease, one or more Subleases or through a combination thereof.

Section 3.3 Commencement/Completion of Construction. With respect to the Commencement of Construction and Completion of Construction of each Phase of the Project, Landlord and Tenant agree as follows:

(a) Tenant shall cause Commencement of Construction for each Phase to occur on or before the deadline for Commencement of Construction for such Phase set forth in Schedule 3.3, in each case subject to Unavoidable Delays.

(b) Tenant shall achieve Completion of Construction of (i) the first Phase of the Project no later than three (3) years following the Commencement of Construction of such Phase, and (ii) each subsequent Phase of the Project no later than two (2) years following the Commencement of Construction of such Phase, in each case subject to Unavoidable Delays.

(c) Upon Tenant’s request, the deadline for Commencement of Construction and Completion of Construction (as extended by Unavoidable Delays) for any Phase of the Project may be extended with Landlord’s consent, provided that Tenant’s request is accompanied by satisfactory evidence that Tenant is using commercially reasonable efforts to commence and/or construct such Phase of the Project (as applicable) in accordance with the provisions of this Lease; however, such extension shall not exceed eighteen (18) months in the aggregate for the entire Project. Landlord’s consent under this provision may be granted or withheld in Landlord’s sole discretion for requests for extensions of the deadline for Commencement of Construction, but shall not be unreasonably withheld, conditioned or delayed for requests for extensions of the deadline for Completion of Construction.

(d) If Completion of Construction for the first Phase of the Project has not occurred on or before the date that is seven (7) years following the Commencement Date, subject to Unavoidable Delays, then, unless otherwise mutually agreed by the Parties, this Lease shall automatically terminate and all right, title and interest of Tenant in and to the Demised Premises shall automatically revert to Landlord.

(e) If Completion of Construction with respect to any other Phase of the Project has not occurred on or before the date that is eleven (11) years following the Commencement Date, subject to Unavoidable Delays, then, unless otherwise mutually agreed by the Parties, this Lease shall automatically terminate with respect to such Phase(s), but not with respect to any other Phases or portion of the Demised Premises where Completion of Construction has occurred (it being agreed that this Lease shall remain in full force and effect with respect to such other Phases or portions of the Demised Premises), and all right, title and interest of Tenant in and to such Phase(s) where Completion of Construction has not occurred on or before the date that is eleven (11) years following the Commencement Date shall automatically revert to Landlord. In such event, Rent under Section 3.1(d) of this Lease shall be reduced to an amount equal to \$50,000 *multiplied by* the number of Phases remaining under this Lease and such reduced Rent shall be the base annual Rent amount that is subsequently adjusted under Section 3.1(e) of this Lease commencing with the tenth (10th) Lease Year.

Section 3.4 Late Payments. In the event that any payment of Rent due to Landlord shall remain unpaid for a period of twenty (20) days beyond the applicable due date, interest at the Default Rate shall accrue against the delinquent payment(s) from the original due date until Landlord receives payment, provided that Landlord has given Tenant not less than five (5) days written notice of such delinquency. In addition to the rights and remedies provided for herein, Landlord shall also have all rights and remedies afforded by law for enforcement and collection of Rent and any interest at the Default Rate which are not inconsistent with the limitations or remedies contained in this Lease. All Rent and other payments due Landlord under this Lease shall be paid to Landlord at the address specified herein for notice to Landlord.

Section 3.5 Approved Restriction Adjustments. Landlord and Tenant acknowledge and agree that the rights, duties and obligations of the Parties provided for in this Lease have been negotiated based upon the materials, proposals and projections for the Project exchanged between the Parties in connection with Tenant's Proposal and the negotiation of this Lease and the Improvement Agreement, and, accordingly, the terms of this Lease are substantially the result of the information, analysis and projections contained in such materials. Landlord and Tenant further acknowledge that the Rent established in this Lease was based on the understanding that Tenant would be able to develop the Project substantially as described in the Proposal. If, due to Laws and Ordinances enacted subsequent to the date of the submission of the Proposal, Tenant is not able to develop the Project as contemplated in the Proposal, then in addition to any other rights Tenant has hereunder, (a) Tenant shall have the right, in its sole discretion, to terminate this Lease and its obligations hereunder as to the Project or any Phase by giving written notice to Landlord within six (6) months after such inability becomes known to Tenant, and the obligations of Tenant to pay Rent under this Lease shall be abated (in its entirety or partially with respect to the applicable Phase(s), as applicable) as of the date of the giving of such notice, and in such event this Lease shall terminate (in whole or with respect to the applicable Phase(s), as applicable) fifteen (15) days

following Landlord's receipt of notice of termination; and (b) in the event Tenant does not terminate this Lease as set forth above, any delays caused by or associated with such newly enacted Laws and Ordinances shall be deemed Unavoidable Delays for purposes of this Lease and Tenant shall become entitled to an adjustment and reduction in Rent on an equitable basis taking into consideration the amount and character of the Building space or other aspect of the Project described in the Proposal, the use of which will be denied to Tenant, as compared with the Building space described in the Proposal, provided that Tenant's upfront payment of Rent in the amount of \$200,000.00 shall be retained in full by the County and shall not be subject to adjustment or reimbursement.

Section 3.6 Operation of Station and System. Landlord covenants and agrees with Tenant that Landlord will not permanently discontinue or cease the operation of the Station or the System, or reduce the use of the Station in any material manner, for a period of thirty (30) years commencing on the Commencement Date. In the event Landlord, directly or indirectly, during the first thirty (30) years of the Term, discontinues or ceases the operation of the Station, or changes the use or operation of the Station in any way that has (or would reasonably be expected to have) a materially adverse financial impact on the Project despite such covenant and agreement, in addition to the rights set forth in Section 9.3 below, then Tenant shall be entitled to modifications to this Lease to account for the materially adverse financial impact of such change(s) upon the Project. Such proposed modifications may include, without limitation, proposed adjustment to Rent, and in addition (if construction of the Project shall not have been completed), proposed modifications to the specifications of the Project including number of residential units. Tenant shall notify Landlord that Tenant is entitled to modifications to this Lease under this Section within twelve (12) months following the date of the discontinuance, cessation or material reduction in use of the Station, and Landlord and Tenant shall negotiate in good faith to reach agreement on modifications to this Lease to account for the materially adverse financial impact of such change(s) upon the Project. If Tenant does not initiate such negotiations within said 12-month period, the right to do so shall be deemed waived. If Landlord and Tenant are unable to reach agreement on modifications to the Lease within sixty (60) days following Tenant's initiation of the negotiation procedure contemplated hereunder, then (i) either party may request the expert resolution process set forth in Section 28.2 below to resolve any dispute with respect to the proposed modifications to this Lease to account for the materially adverse financial impact of such changes upon the Project or, alternatively, (ii) Tenant shall have the right, in its sole discretion, to terminate this Lease and its obligations hereunder as to the Project or any Phase by giving written notice to Landlord within thirty (30) days after the expiration of said 60-day period, and the obligations of Tenant under this Lease (including without limitation the obligation to pay Rent) shall cease and abate (in whole or proportionately with respect to the applicable Phase(s), as applicable) fifteen (15) days following Landlord's receipt of notice of termination. Any deadlines under this Lease shall be tolled during periods of negotiation and dispute resolution proceedings under this Section.

Section 3.7 Payment Where Tenant Sells, Assigns or Transfers Development Rights. In the event, prior to Commencement of Construction of the Project or any Phase thereof, (a) Tenant, EHD or any Major Sublessee sells or assigns this Lease (or the applicable Sublease) with respect to the Project or any Phase thereof, or (b) ownership interests in Tenant, EHD or any Major Sublessee, as applicable (including stock, partnership interest or any other equity) are transferred and, as a result thereof, either (i) Tenant, EHD or such Major Sublessee, or an affiliate of Tenant, EHD or such Major Sublessee (as applicable), is no longer the Tenant under this Lease

(or Major Sublessee under the applicable Sublease) with respect to such portion of the Project or Phase, or (ii) twenty-five percent (25%) or more of the ownership interest in Tenant is transferred (whether through one or a series of transactions), then, in such event, Tenant, EHD or such Major Sublessee (as applicable) shall pay Landlord five percent (5%) of the proceeds of such sale, assignment or transfer, net of any and all transaction costs (e.g., brokerage commissions, documentary stamp taxes, surtaxes and/or other transfer taxes, and other customary closing costs paid by Tenant, EHD or such Major Sublessee in connection with the transaction), which transaction costs shall be verifiable and documented in a form reasonably acceptable to Landlord. Landlord shall receive such payment from the proceeds at the closing of such sale, assignment or transfer, as applicable. The payments to Landlord under this section shall be in addition to and with no offsets for any other rents or payments to which Landlord is entitled under any other provisions of this Lease. The Parties and EHD acknowledge and agree that this paragraph shall not apply with respect to any Phase following Commencement of Construction of such Phase, or any transfer of the EHD Sublease or the Sublease with a Major Sublessee or any ownership interests in EHD or a Major Sublessee to a Leasehold Mortgagee or Mezzanine Financing Source in connection with the enforcement of remedies under any Leasehold Mortgage or Mezzanine Financing documents, anything herein to the contrary notwithstanding.

ARTICLE 4

Development of Land and Construction of Buildings

Section 4.1 Land Uses.

(a) Tenant and Landlord agree, for themselves and their successors and assigns, to devote the Demised Premises to the uses specified in this Lease, which shall include Workforce Housing Units in compliance with Workforce Housing Laws, and retail, and/or other commercial uses contemplated by this Lease. Tenant shall cause approximately 5,000 square feet of the commercial and/or retail spaces in the Project to be operated following Completion of Construction as a non-profit daycare center and a food market or such other community-type use operated by a non-profit and serving the residents of the Project and the immediately surrounding area. Any daycare that is operated at the Project shall be open to the public. The non-profit entity that is the “Tenant” under this Lease shall have a presence at the Demised Premises during the Term from and after the Completion of Construction.

(b) The parties recognize and acknowledge that the manner in which the Demised Premises and Improvements are developed, used and operated are matters of critical importance to Landlord and to the general welfare of the community. Tenant agrees that, during the Term of this Lease, Tenant will use reasonable efforts to create a development on the Demised Premises which (i) enhances the ridership and usage of the System from the Station, (ii) creates strong access links between the Demised Premises and the Station, and (iii) creates a mixed-use residential development containing Workforce Housing Units and commercial and/or retail space with a quality of character and operation consistent with that of similar, comparable projects of this nature in Miami-Dade County, Florida. The Project initially shall include a minimum of six hundred (600) Workforce Housing Units, but Tenant shall have the right (but not the obligation) to

develop and construct additional rental dwelling units up to the maximum number of rental dwelling units permitted by applicable Laws and Ordinances; provided, however, that all rental dwelling units constructed by Tenant in the Project shall be maintained as Workforce House Units during the Term of this Lease.

(c) Tenant shall establish such reasonable rules and regulations governing the use and operation by Sublessees of their premises as Tenant shall deem necessary or desirable in order to assure the level or quality and character of operation of the Demised Premises required herein not inconsistent with any Workforce Housing Law or other Law and Ordinance; and Tenant will use reasonable efforts to enforce such rules and regulations.

Section 4.2 Development Rights and Phases. Tenant shall have the right to develop the Demised Premises and to construct the Buildings required in connection with such development, subject to the terms and conditions of this Lease and to the densities and uses described in subsections (a) or (b) below:

(a) Development Rights of Land. In connection with the Project and each Phase thereof, the parties agree Landlord will, without charge by Landlord, grant and join in any plat, covenants in lieu of unity of title, Permit or other application, temporary and permanent easements, restrictive covenants, easement vacations or modifications and such other documents, including but not limited to estoppel certificates and nondisturbance and attornment agreements as provided in this Lease, as may be necessary or desirable for Tenant to develop and use the Demised Premises in accordance with the Preliminary Plans and/or Proposal and in a manner otherwise permitted hereunder, provided that such grant or joinder by Landlord shall be at (i) no additional exposure or liability to Landlord (unless Tenant assumes such exposure or liability to Landlord's reasonable satisfaction), (ii) no cost to Landlord other than its costs of review (unless Tenant assumes and pays such costs), and (iii) for no greater rights than provided to Tenant under this Lease. The location and terms of any such easements or restrictive covenants and related documents shall be reasonably acceptable to Landlord, which acceptance shall not be unreasonably withheld or delayed. Landlord agrees to use best efforts to review and approve (or disapprove with an explanation for such disapproval) any such requests within thirty (30) days of such request from Tenant (except in the event that Board approval is required under applicable Laws and Ordinances for such approval, in which event Landlord shall use its reasonable diligent efforts to expedite the approval process as soon as reasonably practicable in an effort to assist Tenant in achieving its development and construction milestones for the Project). If Landlord has not provided Tenant with written notice of its approval or disapproval within said 30- day period (subject to requirements for Board approval as hereinabove provided), Tenant shall have the right to deliver written notice to Landlord advising Landlord that Landlord has not responded to Tenant within the required 30-day period and Landlord shall have an additional five (5) business days thereafter to respond to Tenant with such approval or disapproval. In the event that Landlord fails to respond after the expiration of the additional 5-business day period, Landlord shall be deemed to have approved the applicable request of Tenant that is then at issue under such request.

(b) Financial Incentives and Land Use Approvals. Landlord agrees to cooperate with Tenant with respect to and in support of any applications dealing with governmental or other financing sources or incentives to which Tenant may be entitled to apply for in connection with the Project. Landlord shall not be entitled to any additional consideration for Landlord's cooperation and support of Tenant's efforts under this provision, if Tenant is successful in securing financial incentives or any additional development capacity or rights for the Project or otherwise.

(c) Miami-Dade County's Rights As Sovereign. It is expressly understood that notwithstanding any provision of this Lease and Miami-Dade County's status as Landlord hereunder:

(i) Miami-Dade County retains all of its sovereign prerogatives and rights as a county under Florida laws (but not in regard to its status as Landlord and the performance of its contractual duties hereunder) and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building or zoning; from exercising its planning or regulatory duties and authority; and from requiring development under present or future Laws and Ordinances of whatever nature applicable to the design, construction and development of the Buildings and Improvements provided for in this Lease; provided, however, that Landlord acknowledges and agrees that, during the Term, Landlord's development regulations applicable to the development of the Project under Laws and Ordinances in effect as of the date of Commencement of Construction of the Project shall govern the development and construction of the Project during the Term to the fullest extent permitted by law. To that end, at Tenant's request, Landlord agrees to cooperate with Tenant, in good faith and with reasonable diligence, with any efforts by Tenant to seek approval from Miami-Dade County under Chapter 163 of the Code that such development regulations in effect as of the Commencement of Construction of the Project shall govern the development of the Project throughout the Term, including without limitation Landlord's joinder in any applications for such approval.

(ii) Miami-Dade County shall not by virtue of this Lease be obligated to grant Tenant, the Demised Premises or the Project any approvals of applications for building, zoning, planning or development under present or future Laws and Ordinances of whatever nature applicable to the design, construction and development of the Buildings and other Project improvements provided for in this Lease. Recognizing the public and private benefits afforded by the Project, Landlord agrees to use commercially reasonable efforts to facilitate the approval and permitting process through Miami-Dade County in order to expedite the development of each Phase of the Project as soon as reasonably practicable in an effort to assist Tenant in achieving its development and construction milestones for the Project. In furtherance thereof, Landlord has or will designate DTPW's Designated Representative to serve as Landlord's point of contact and liaison with Tenant in order to coordinate and facilitate the submission of applications, authorizations, Permit documents and the like across all of the various departments

and offices of the County which have the authority, right or responsibility to review and approve same on behalf of the County.

(iii) Miami-Dade County remains the legal and equitable owner of the Land and does not intend to nor does it grant Tenant an equitable ownership interest in the Land. It is the intent of the Parties hereto that Miami-Dade County retains all of the benefits and burdens of ownership in the Land.

Section 4.3 Conformity of Plans. Preliminary Plans and Construction Plans and all work by Tenant with respect to the Demised Premises and to Tenant's construction of Buildings thereon shall be in substantial conformity with this Lease and all applicable Laws and Ordinances, including applicable provisions of the Fire Life Safety Criteria found in the Metrorail Compendium of Design Criteria, Volume 1, Chapter 9 and DTPW's Adjacent Construction Safety Manual or its replacement. It should be noted that the DTPW Adjacent Construction Safety Manual contains minimum requirements and Landlord may impose more stringent requirements as to portions of the Project within the Affected Area if Landlord reasonably determines that more stringent requirements are warranted to adequately protect the System and its operation, provided that Landlord shall (a) use reasonable efforts to impose such requirements at the earliest stage of the approval process for the Plans and Specifications when the matter of concern is or should be apparent, and (b) cooperate and work in good faith with Tenant to mitigate any safety standards and requirements that would materially increase construction costs or materially delay construction through alternative practices and procedures that are mutually acceptable to the Parties to facilitate the construction of the Project and each Phase thereof without such increase in costs or delays in construction wherever reasonably possible, provided that such alternative practices and procedures shall not jeopardize the safety of the System or the users of the System or of any employees, agents, licensees and permittees of Landlord.

Section 4.4 Design Plans; DTPW Review and Approval Process.

(a) Tenant shall submit design and construction documents to DTPW for review, coordination and approval of each Phase, at the different stages of the Project. For each submittal, Tenant shall submit an electronic and three (3) sets of full prints with the date noted on each print.

(b) At fifteen percent (15%) of the overall design completion (of any Phase, if applicable) of the Project, Tenant shall submit conceptual site layouts and plans, sections, and elevations to DTPW for review in conformity with applicable Laws and Ordinances, including applicable provisions of the Metrorail Compendium of Design Criteria.

(c) At fifty percent (50%) design completion (of any Phase, if applicable) of the Project, Tenant shall submit drawings, conceptual site layouts and plans, sections, elevations and pertinent documentation to DTPW for review.

(d) At one hundred percent (100%) design completion (of any Phase, if applicable) of the Project, Tenant shall submit to DTPW the Final Design Plans. DTPW shall review these plans to ensure that all previous DTPW comments to which the parties

have agreed have been incorporated therein. However, Tenant may request reconsideration of any comments made by DTPW.

(e) Upon receipt of each of the above-mentioned submittals, DTPW shall review same and shall, within thirty (30) days after receipt thereof, advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. In the event of a disapproval, Tenant shall, within thirty (30) business days after the date Tenant receives such disapproval, make those changes necessary to meet DTPW's stated grounds for disapproval or request reconsideration of such comments and DTPW shall respond to such request for reconsideration within thirty (30) days after receipt of such request. Within thirty (30) business days of DTPW's response to such request for reconsideration, Tenant shall, if necessary, resubmit such altered plans to DTPW. Any resubmission shall be subject to review and approval by DTPW, in accordance with the procedure hereinabove provided for an original submission. DTPW and Tenant shall in good faith, acting reasonably, attempt to resolve any disputes concerning the Plans and Specifications in an expeditious manner, failing which matter shall be resolved in accordance with Section 28.1. If Landlord fails to respond to any submission or request for reconsideration by Tenant hereunder within the time period required herein for such response, then same shall be deemed Unavoidable Delay and all dates, deadlines and time periods under this Lease that have not yet occurred (including without limitation dates for the payment of Rent and deadlines for the Commencement and Completion of Construction, anything herein to the contrary notwithstanding) shall extend on a day-for-day basis from the date DTPW was required to respond to such submission or request until the date DTPW actually responds to same. If DTPW shall have approved any aspect of the Preliminary Plans (and, thereafter, Plans and Specifications) in any submittal, and no portion of the revised Plans and Specifications has affected the earlier-approved aspect, DTPW shall not have the right to disapprove that which it approved earlier, absent a finding that the aspect of the Plans and Specifications fails to comply with applicable Laws and Ordinances.

(f) Upon the approval of the Final Design Plans for each Phase, such design shall serve as the basis for the Construction Plans for that Phase. DTPW's approval shall be in writing and each party shall have a set of Construction Plans signed by all parties as approved. In the event any material and adverse change occurs after approval of the Final Design Plan for a Phase, then Tenant must resubmit the changed portion of the Construction Plans for DTPW's reasonable approval (unless the change is required by another Miami-Dade County department as part of the permitting process).

(g) DTPW's acceptance of Final Design Plans for any Improvements to be located on land or other property that is subject to the Improvement Agreement shall constitute final approval under the Improvement Agreement for such Improvements. To the extent that DTPW accepts final design plans under the Improvement Agreement for any improvements to the Demised Premises that constitute a part of the Improvements, such approval shall constitute final approval of such Improvements under this Lease.

Section 4.5 Construction Plans. Tenant shall give Landlord final site and elevation plans for each Phase prior to submittal for the building permits for each Phase. All Construction Plans for each Phase must be in substantial conformity with the Final Design Plans approved for

that Phase by DTPW and the procedure in this Lease. Each Project Phase must be constructed in substantial conformity with the approved Construction Plans.

Section 4.6 “As-Built” Plans. As soon as reasonably practicable after completion of the entire Project, Tenant shall provide to Landlord an electronic copy and three (3) sets of “as-built” construction plans for the Improvements constructed under this Lease.

Section 4.7 Tenant Obligations. DTPW approval of any Plans and Specifications pursuant to this Article 4 shall not relieve Tenant of its obligations under law to file such Plans and Specifications and/or Construction Plans with any department of the County or any other governmental authority having jurisdiction over the issuance of building or other Permits and to take such steps as are necessary to obtain issuance of such Permits. Landlord agrees to cooperate with Tenant in connection with the obtaining of such approvals and Permits, and join in (if applicable), with Tenant in connection with the obtaining of such approvals and Permits, as provided herein (including without limitation Section 4.2). Tenant shall have the right to execute any and all applications, approvals and consents for any Permits relating to the Improvements consistent with the Construction Plans without any further joinder, consent or approval from Landlord (if Landlord’s joinder is not required by Laws and Ordinances), but in the event that Landlord’s authorization or signature is required for any Permit, Landlord agrees to execute any such Permit, approval, consent or authorization consistent with the Construction Plans within ten (10) business days. Tenant acknowledges that any approval given by DTPW, as Landlord pursuant to this Article 4, shall not constitute an opinion or agreement by the County that the Construction Plans are structurally sufficient or in compliance with any Laws and Ordinances, codes or other applicable regulations, and no such approval shall impose any liability upon the County, nor waive any rights of the County as a sovereign or otherwise in its regulatory capacity. Each Leasehold Mortgage will recognize the rights of DTPW in the Construction Plans for the Project or Phase financed thereby; subject, however, to the rights of such Lender under Article 18 and Article 20. The rights of Landlord with respect to any and all Plans and Specifications (including the Final Design Plans) shall be subject and subordinate to the rights of any Lender therein, anything herein to the contrary notwithstanding.

Section 4.8 Construction Costs. Landlord shall not be responsible for any costs or expenses of construction of the Buildings and Improvements, all of which shall be the responsibility of Tenant, except as otherwise provided herein or agreed to by the Parties.

Section 4.9 Progress of Construction. From the Commencement of Construction of any Phase until Completion of Construction of such Phase, upon written request of DTPW’s Designated Representative, but not more frequently than quarterly, Tenant shall submit a report to DTPW’s Designated Representative of the progress of Tenant with respect to development and construction of such Phase of the Project.

Section 4.10 Site Conditions. Tenant, by executing this Lease, represents it has visited the site and is familiar with local conditions under which the construction and development is to be performed. Tenant further represents that, during the Review Period, Tenant will perform or cause performance of all test borings and subsurface engineering generally required at the site under sound and prudent engineering practices, and will correlate the results of the test borings and subsurface engineering and other available studies and its observations with the requirements

of the construction and development of the Buildings. Tenant shall restore the site to a condition substantially similar to its pre-testing condition after all testing to the extent reasonably feasible, and shall provide Landlord with a copy of all written reports received from third parties (without representation or warranty) upon Tenant's receipt of such written reports. Landlord makes no warranty as to soil and subsurface conditions. Subject to the provisions hereof regarding Unavoidable Delays and Tenant's rights under Section 1.6, Tenant shall not be entitled to any adjustment of rental payments under this Lease; however, in the event any abnormal subsurface conditions are discovered after the Review Period that are so unusual that they could not have reasonably been anticipated, in such event, any resulting delays shall be deemed Unavoidable Delays for purposes of this Lease and all time periods (including deadlines for the Commencement of Construction and Completion of Construction) for construction shall be extended by the reasonable time necessary to accommodate redesign and lengthened construction schedules resulting from that event.

Section 4.11 Ownership of Improvements. All Buildings and Improvements and all material and equipment provided by Tenant or on its behalf which are incorporated into or become a part of the Project (excepting all of the System facilities) shall, upon being added thereto or incorporated therein, and the Project itself, be and remain the property of Tenant, unless otherwise specifically excepted in this Lease, but subject to the same (not including personal property of Tenant or Sublessees) becoming the property of Landlord at the expiration or termination of this Lease, as same may be extended.

Section 4.12 Mutual Covenants of Non-Interference. Tenant's development and construction of the Project and its use and operation of the Demised Premises shall not materially and adversely interfere with Landlord's customary and reasonable operation of the System, unless prior arrangements have been made in writing between Landlord and Tenant. Tenant may request interruption of the System operation by Landlord for construction of the Improvements and Landlord agrees to reasonably cooperate with such interruption in order to enable such construction, subject the latest edition of DTPW Adjacent Construction Safety Manual or its replacement. Similarly, Landlord's use of the Station area and the Station Improvements shall not materially and adversely interfere with Tenant's development and construction of the Project and its use and operation of the Demised Premises and the Buildings and Improvements to be constructed thereon, unless prior arrangements have been made in writing between Landlord and Tenant. Landlord may at any time during the term of this Lease, stop or slow down construction by Tenant, but only upon Landlord's reasonable determination that the safety of the System, or of the users of the System or of any employees, agents, licensees and permittees of Landlord is jeopardized, provided that (i) Landlord shall first notify Tenant of such determination (and the basis for it), (ii) the Parties shall cooperate in good faith to abate or effectively manage the source of the problem, and (iii) Landlord shall stop or slow down construction by Tenant under this provision only if, despite the good faith efforts of the Parties to abate or effectively manage the problem, the safety of the System or its users remains in jeopardy. Any such slowdown or stoppage shall be deemed to be an Unavoidable Delay and shall entitle Tenant to appropriate extensions of time hereunder, provided that such safety hazard which caused the slowdown or stoppage is not the result of Tenant's negligence or willful act.

Section 4.13 Connection of Buildings to Utilities. Tenant, at its sole cost and expense, shall install or cause to be installed all necessary connections between the Buildings constructed

or erected by it on the Demised Premises, and the water, sanitary and storm drain mains and mechanical and electrical conduits and other utilities, whether or not owned by Landlord. Tenant shall pay for the additional cost, if any, of locating and installing new facilities for sewer, water, electrical, and other utilities as needed to service the Demised Premises, for any extension, relocation and/or upgrading of such utilities, and for relocation of existing utilities presently serving the Station if necessary to develop the Project. Landlord shall cooperate with Tenant, in accordance with Section 4.2 and Section 8.3, to the extent that Tenant needs Landlord to (a) join in any agreements or documents for installation of any connections necessary for the Improvements or required to comply with its obligations hereunder, or (b) grant easements to public utility providers across the Land, the Station Land and other property owned by Landlord as may be required to serve the Project, or (c) relocate existing utility lines and facilities to develop or improve the Project, provided that (i) such cooperation is at no cost or liability to Landlord, does not grant any additional rights to third parties or public utility providers then those rights granted under this Lease, pertains to utilities facilities that solely and exclusively serve the Project and/or a County facility, and (ii) the terms of any resulting agreement, document, or easement are reasonably acceptable to Landlord.

Upon Tenant's request, Landlord shall provide in writing (and accompanied by plats, surveys, legal descriptions or sketches of surveys to the extent requested, applicable and available) the location of all utilities (and utility-related equipment) and all recorded or unrecorded easements or licenses affecting the Demised Premises. Landlord makes no warranty express or implied as to the accuracy of such disclosures or that the requested materials available to Landlord represent all recorded or unrecorded rights affecting the Demised Premises. Tenant hereby acknowledges that it is accepting this Lease and the Demises Premises in its "as-is" condition as provided under Section 1.6.

Section 4.14 Connection Rights. Landlord hereby grants to Tenant, commencing with the Commencement Date and continuing during the Term hereof, the non-exclusive right to construct utility infrastructure and connections and to tie-into existing infrastructure and utility connections serving the Demised Premises as indicated on the Construction Plans, subject to the right of Landlord to construct above or below grade connections between the Station and any land or facilities, excluding the Project, owned or operated by Landlord or another governmental agency or entity. Landlord shall cooperate with Tenant as provided in Section 4.13 to effect the intent of this provision.

Section 4.15 Pedestrian Bridge. As an amenity of the Demised Premises and to promote transit usage of the Station, Station Parking Garage and System, Tenant, at its sole option, may construct an elevated pedestrian bridge connecting the Buildings on the Demised Premises with the Station Parking Garage (the "Pedestrian Bridge"). If Tenant elects to construct the Pedestrian Bridge, the plans, drawings and calculations for the Pedestrian Bridge shall be included with the Plans and Specifications for the Improvements on the Demised Premises. The design, approval and construction of the Pedestrian Bridge shall otherwise be subject to and in accordance with this Lease as if same were part of the Demised Premises and the Improvements. In the event that Tenant elects, at its sole option, to construct the Pedestrian Bridge, the following provisions shall apply:

(a) Pedestrian Bridge Easement Area. In addition to owning the Land, the Station Parking Garage and the Station, Landlord owns the real property between the Demised Premises and the Station Parking Garage (the “Connecting Parcel”). The location and area in which the Pedestrian Bridge is located shall be in the vertical air space above the Connecting Parcel, which shall be agreed upon by Landlord and Tenant, shall be depicted in the Plans and Specifications, and shall be referred to herein as the “Pedestrian Bridge Easement Area”. The Pedestrian Easement Area, once agreed to by the Parties, shall be depicted and legally described in a survey prepared by a Florida licensed professional land surveyor meeting the Minimum Standard Detail Requirements for ALTA/NCSP Land Title Surveys, as amended or the Standards of Practice for land surveying in the State of Florida, as amended.

(b) Approvals. Tenant shall promptly apply for and diligently pursue all applicable and necessary approvals that may be required in connection with the Pedestrian Bridge, the Pedestrian Bridge Easement Area and the inclusion of same within the Demised Premises and within forty-eight (48) months after the Commencement Date shall obtain all such approvals. Landlord shall cooperate with Tenant as shall be reasonably required in connection with the foregoing as contemplated by Section 4.2 of this Lease.

(c) Construction of Pedestrian Bridge. Following receipt of all necessary approvals, Tenant shall, at Tenant’s sole cost and expense, construct the Pedestrian Bridge in accordance with the Plan and Specifications therefor as part of and in accordance with the requirements of this Lease as if same were part of the Improvements.

(d) Ongoing Security, Maintenance and Repair of the Pedestrian Bridge. Following Tenant’s completion of the Pedestrian Bridge, Tenant shall have the continuing obligation to keep secure, repair and maintain the Pedestrian Bridge in a state of good condition. All costs and expenses with respect to repairs and maintenance shall be borne by Tenant.

Section 4.16 Grants of Easements for Pedestrian Bridge. To facilitate Tenant’s construction of the Pedestrian Bridge and the continued repairs and maintenance thereto and the pedestrian usage thereof, in the event that Tenant elects, at its sole option, to construct the Pedestrian Bridge, Landlord shall grant and declare (and shall be deemed to have hereby granted and declared) the following, non-exclusive easements, rights and privileges in, on, over, under, above and across the Pedestrian Bridge Easement Area for the duration of the Term:

(a) General Construction Easements. Non-exclusive easements, rights and privileges for access and temporary encroachments by Tenant, its agents and all contractors, subcontractors, suppliers and any other related parties for ingress and egress and access, movement and use of personnel, machinery, equipment and construction materials, and for the use, staging and storage of machinery, equipment and construction materials upon the Pedestrian Bridge Easement Area during construction of the Pedestrian Bridge to the extent reasonably necessary to construct the Pedestrian Bridge.

(b) Continuing Obligations Access Easements. Non-exclusive easements, rights and privileges for access by Tenant, its agents and all contractors, subcontractors,

suppliers and other related parties over the Pedestrian Bridge Easement Area to perform the continuing repairs and maintenance to the Pedestrian Bridge.

(c) **Pedestrian Passage.** Non-exclusive easements, rights and privileges for pedestrian ingress, egress and passageway to, from, over, and across the Pedestrian Bridge which shall be necessary or desirable for entrance, exit and passageway to and from the Demised Premises, and to and from the Station Parking Garage, for the use in common of Landlord and Tenant, and their respective successors, assigns, patrons, tenants, invitees and all other persons having business with any of them or using the Station Parking Garage.

The provisions of this Section 4.16 shall be binding upon, appurtenant to and for the benefit of the Demised Premises, the Station Parking Garage, the Pedestrian Bridge Easement Area, and each part thereof, shall inure to the benefit of and be binding upon Landlord, Tenant and each of their respective successors and assigns, and upon any person acquiring the Station Parking Garage, Pedestrian Bridge, the Pedestrian Bridge Easement Area, the Demised Premises, or any portions thereof, whether by operation of law or otherwise, and shall run with the land. This Section 4.16 may not be terminated and shall not terminate without the written consent of Landlord and Tenant; provided, however, this Section 4.16 shall automatically terminate upon the scheduled expiration date of this Lease pursuant to its terms (including as same may be renewed), or any earlier date upon which this Lease terminates for any reason prior to its scheduled expiration date. The provisions of this Section 4.16 shall be included in a Memorandum of this Lease in the form attached hereto as Schedule 24.4, which shall be recorded in the Public Records of Miami-Dade County, Florida. Such Memorandum shall be amended to provide record notice of the legal description of the Pedestrian Easement Area once same has been finalized pursuant to Section 4.15 above.

Section 4.17 Art in Public Places. This Project is subject to the Art in Public Places (“APP”) provisions in Section 2-11.15 of the Miami-Dade County Code and Administrative Order 3-11, as managed by the Miami-Dade County Department of Cultural Affairs (“Department of Cultural Affairs”) pursuant to Procedure 358 in the Miami-Dade County Procedures Manual (“Procedures Manual”). The 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 on a per Phase basis within thirty (30) days following closing of construction financing for such Phase. The Tenant is required to work collaboratively with the Department of Cultural Affairs on the implementation of the APP program pursuant to the requirements of said program. The referenced documents can be accessed at:

https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinances
<http://www.miamidade.gov/ao/home.asp?Process=alphalist>
<http://intra.miamidade.gov/managementandbudget/library/procedures/358.pdf>

Section 4.18 Signage and Landscaping of Entrances; Vehicular Access. Landlord agrees to cooperate with Tenant in the development of plans regarding entrances to the Demised Premises in order to achieve an aesthetic blend of landscaping and signage. All signage shall be subject to applicable Laws and Ordinances. All costs of developing such plans shall be paid by Tenant. Subject to the terms of Section 4.2, Landlord further agrees to cooperate with Tenant’s efforts to obtain approval of the proposed vehicular access (a) from any Miami-Dade County right-

of-way to and from the Land in the location depicted in the Proposal and any other location proposed by Tenant and approved by Landlord, and (b) from FDOT or the City of Miami with respect to any FDOT or City of Miami right-of-way abutting the Demised Premises, provided that the foregoing shall not waive Landlord's rights as a sovereign or in its regulatory capacity as provided in Section 4.2(c).

Section 4.19 Designation of Landlord's Representative. The County Mayor or the County Mayor's designee shall have the power, authority and right, on behalf of Landlord, in its capacity as Landlord hereunder, and without any further resolution or action of the County Commission, to:

- (a) review and approve documents, plans, applications, lease assignments and requests required or allowed by Tenant to be submitted to Landlord pursuant to this Article and this Lease, including without limitation the Master Covenants;
- (b) consent to actions, events, and undertakings by Tenant for which consent is required by Landlord;
- (c) make appointments of individuals or entities required to be appointed or designated by Landlord in this Lease;
- (d) execute Confirmation of Date(s) Certificates, grant extensions of construction deadlines (including without limitation the deadlines for the Commencement of Construction and Completion of Construction set forth in Section 3.3), execute non-disturbance agreements and issue estoppel statements as provided elsewhere in this Lease (whether in connection with this Lease, any Bifurcated Lease, any Sublease, the Master Covenants, any Leasehold Mortgage, any Mezzanine Financing, or otherwise), and execute any other agreements or documents that may be reasonably requested by any Lender;
- (e) execute on behalf of Miami-Dade County any and all consents, agreements, easements, plats, covenants in lieu of unity of title, applications or other documents, needed to comply with applicable regulatory procedures and secure permits or other approvals needed to accomplish the construction of any and all improvements in and refurbishments of the Demised Premises;
- (f) execute any and all documents on behalf of Landlord necessary or convenient to the foregoing approvals, consents, appointments and agreements;
- (g) execute on behalf of Miami-Dade County any Bifurcated Leases and any other agreements or instruments necessary to effectuate the bifurcation of this Lease as contemplated herein without the need for Board approval; and
- (h) amend this Lease to correct any typographical or non-material errors.

The County Mayor or County Mayor's designee may only exercise the authority granted in this section consistent with the Project as outlined in this Lease and/or the Improvement Agreement, provided that (i) such exercise of authority shall be at no cost to Landlord other than its cost to review the proposed amendments, agreements, documents and other instruments or materials, and

shall not impose additional obligations or liabilities or potential obligations or liabilities on Landlord beyond those set forth in this Lease or in the Improvement Agreement, and (ii) the form and provisions of such amendments, agreements, documents and other instruments or materials shall be acceptable to Landlord in its reasonable discretion.

Section 4.20 Developers or Co-Developers. In the event that an assignee or Sublessee is acting as the developer of a Phase, as designated by Tenant, under the terms and conditions of this Lease, then Landlord agrees to cooperate with Tenant and such other developer, assignee or Sublessee for purposes of this Lease; provided that Tenant shall have all rights and obligations granted or retained by Tenant provided to it under the relevant assignments, contracts, or Subleases, so long as same are consistent with the terms of this Lease and Tenant shall receive copies of all correspondence and be notified of and have rights to attend and participate in all meetings or actions involving a third-party developer's development. All developers or co-developers shall become registered vendors with Miami-Dade County.

Section 4.21 Bus Bridge. Except as otherwise expressly permitted under this Lease or the Improvement Agreement, in the event that construction of the Project causes Landlord to close the Station or any portion thereof (temporarily or otherwise), the following procedures will be put promptly in operation until the Station reopens to the operations existing prior to such closure:

(a) A bus route or reasonably equivalent alternative modality will be immediately activated between the Station and the next proximate stations within the System.

(b) Tenant and Landlord shall work together in good faith to provide a professional assessment of the situation and prepare a complete schedule for the repairs to the affected portion of the Station necessitated by Tenant's construction of the Project, including but not limited to field inspection assessments signed and sealed by a Professional Engineer licensed in the State of Florida.

(c) Tenant shall be responsible for all reasonable and actual costs associated with the bus route or reasonably equivalent alternative modality implemented under clause (a) above from the closure of the Station until the Station reopens.

(d) The above procedure shall not be construed to limit any right or remedy Landlord may have in the event the closure of the Station results from an Event of Default by Tenant under this Lease.

Section 4.22 Adjustment of Demised Premises. Tenant shall have the right from time to time, following Completion of Construction of any Improvements located within the air rights or subsurface rights portion of the Demised Premises located above and below the Station Land, to adjust and replace the description of such portions of the Demised Premises, subject to Landlord's reasonable approval, with actual legal descriptions of the Improvements prepared by a Florida licensed surveyor, which legal descriptions may include airspace or subsurface areas outside the actual location of Improvements, *inter alia*, to simplify the preparation of such legal descriptions given potential variations in the size and features of the Improvements, to accommodate potential settling of the Improvements, and to accommodate construction variations

resulting from restoration and reconstruction after casualty. Tenant shall have the right from time to time to record notice in the Public Records of Miami-Dade County, Florida, of the actual location and legal description of such Improvements upon final determination thereof in accordance with this paragraph. Prior to recording, Tenant shall obtain Landlord's approval by providing a copy of each proposed notice to Landlord for comment (which must be reasonable) and approval (which shall not be unreasonably withheld), and Landlord shall have a period of thirty (30) days within which to provide such approval or comments or request a reasonable period of additional time to provide such comments. Following recordation of such notice(s), the Demised Premises shall be deemed modified as provided therein for purposes of this Lease.

Section 4.23 Responsible Wages. Responsible Wages and Benefits are those established by the Board for the listed trades working at the Project under Section 2-11.16 of the Code. The rates have been established in accordance with the stipulations contained in Miami-Dade County Ordinance No. 90-143, and have been established as being the rates for the corresponding classes of workers employed for construction projects of a similar character in the locality where the Project is located. Tenant, and any assignee or Major Sublessee, as well as any developer or co-developer, shall pay wages and fringe benefits at rates not less than the Responsible Wages and Benefits (Section 2-11.16 of the Code) as stipulated for each listed trade. Tenant and any assignee or Major Sublessee shall complete the Miami-Dade County Fair Wage Affidavit and comply with the requirements of Section 2-11.16 of the Code in the construction of the Project.

ARTICLE 5

Payment of Taxes, Assessments

Section 5.1 Tenant's Obligations for Impositions. Tenant shall pay or cause to be paid, prior to their becoming delinquent, all Impositions, which at any time during the Term of this Lease have been, or which may become, a lien on the Demised Premises or any part thereof; provided, however, that:

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

(b) Any Imposition for which Tenant is liable hereunder relating to a fiscal period, a part of which period is included within the Term of this Lease and a part of which is included in a period of time after the expiration or termination of the Term of this Lease, shall be adjusted between Landlord and Tenant as of the expiration or termination of the Term of this Lease so that Tenant shall pay only that portion of such Imposition which is applicable to the period of time prior to expiration or termination of the Term of this Lease, and Landlord shall pay the remainder thereof if it is otherwise obligated to do so;

(c) Any Imposition relating to the period prior to the Commencement Date shall be the sole responsibility and obligation of Landlord;

(d) If Landlord transfers its interest in any portion of the Demised Premises and by virtue of such transfer, the Demised Premises becomes subject to ad valorem taxes which were not applicable to the Demised Premises or any portion thereof (such as the Land) prior to such transfer, or if prior to or as a result of such transfer, the Demised Premises had become or becomes subject to ad valorem taxes which are not an Imposition, then from and after such transfer the new owner of the Demised Premises, and not Tenant, shall be liable for and shall pay such taxes; and

(e) Upon the request of Tenant, Landlord shall cooperate with Tenant from time to time as needed for Tenant to receive (i) any sales tax exemptions provided under any applicable Laws and Ordinances, (ii) any ad valorem tax exemption applicable to real property owned by a County under any applicable Laws and Ordinances, and (iii) any benefits to which Tenant may be entitled, including but not limited to any entitlements as a result of the Project being in an enterprise zone, empowerment zone and/or rapid transit zone.

Section 5.2 Contesting Impositions.

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

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

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

(b) Landlord shall not be required to join in any proceedings referred to in this Section 5.2 unless the provisions of any Laws and Ordinances, at the time in effect, shall require that Landlord is a necessary party to such proceedings, in which event Landlord shall participate in such proceedings at Tenant's cost.

Section 5.3 Survival. The provisions of this Article 5 shall survive any termination or expiration of this Lease.

ARTICLE 6

Surrender

Section 6.1 Surrender of Demised Premises. Tenant, on the last day of the Term, or upon any earlier termination of this Lease, shall surrender and deliver up the Demised Premises to the possession and use of Landlord without delay and, subject to the provisions of Article 16 and Article 19 herein, with the Buildings and Improvements in good condition and repair subject to reasonable wear and tear, acts of God, casualties and other events in the nature of an Unavoidable Delay excepted. At such time, all right, title, and interest to the Building and Improvements shall automatically pass to, vest in and belong to the Landlord or its successor in ownership. Additionally, the Demised Premises and Buildings and Improvements thereon shall be returned free and clear of all debts, leases, mortgages, liens, encroachments and encumbrances, except as otherwise expressly permitted by this Lease or approved by Landlord in writing, and all then outstanding obligations of Tenant to Landlord under this Lease shall be satisfied by Tenant. Landlord and Tenant covenant that, to confirm the automatic vesting of title as provided in this paragraph, each will execute and deliver such further assurances and instruments of assignment and conveyance as may be commercially reasonably required by the other for that purpose. If, at the end of the Term, Landlord has a reasonable basis to believe the Demised Premises is not in compliance with applicable Laws and Ordinances, Landlord shall so notify Tenant (which notice shall include the reasonable basis for such belief) and Landlord may, at its sole cost and expense, perform an ASTM Phase II Environmental Study to assess the environmental condition of the Demised Premises. If such study discloses any environmental conditions that are in violation of applicable Laws and Ordinances and such conditions were caused solely by Tenant, EHD or any Major Sublessee or anyone acting by, through or under such parties, Tenant shall reimburse Landlord for the reasonable cost of the environmental study and remediate such adverse conditions in accordance with applicable Laws and Ordinances.

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

Tenant hereby waives notice to vacate or quit the Premises at the expiration or earlier termination of the Term and agrees that, as of the first day following the expiration or earlier termination of the Term, Landlord shall be entitled to the benefit of any and all provisions of law respecting the summary possession of the Premises from a tenant holding over to the same extent as if statutory notice had been given. It shall be lawful for the Landlord or its successor in ownership to re-enter and repossess the Demised Premises and Improvements thereon following the expiration or earlier termination of the Term to the extent permitted by law. Subject to the terms of Section 15.2, Tenant shall be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant's indemnity under Section 7.2 shall indemnify and hold harmless Landlord for any claims arising out of such wrongful holdover of the Demised Premises.

Section 6.2 Removal of Personal Property or Fixtures. Where furnished by or at the expense of Tenant or Sublessee or secured by a lien held by either the owner or a lender financing same, signs, furniture, furnishings, movable trade fixtures, business equipment and alterations and/or other similar items may be removed by Tenant, or, if approved by Tenant, by such Sublessee or lien holder at, or prior to, the termination or expiration of this Lease; provided however, that if the removal thereof will damage a Building or necessitate changes in or repairs to a Building, Tenant shall repair or restore (or cause to be repaired or restored) the Building to a condition

substantially similar to its condition immediately preceding the removal of such furniture, furnishings, movable trade fixtures and business equipment, or pay or cause to be paid to Landlord the reasonable cost of repairing any damage arising from such removal.

Section 6.3 Rights to Personal Property After Termination or Surrender. Any personal property of Tenant which shall remain in the Demised Premises after the fifteenth (15th) day following the termination or expiration of this Lease and the removal of Tenant from the Demised Premises, may, at the option of Landlord, be deemed to have been abandoned by Tenant and, unless any interest therein is claimed by a Lender, said personal property may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit.

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

ARTICLE 7

Insurance and Indemnification

Section 7.1 Insurance. Landlord and Tenant hereby agree that the terms and provisions governing the insurance required pursuant to this Lease are contained in Schedule 7 hereto, which is hereby incorporated herein by reference.

Section 7.2 Indemnification.

(a) Subject to the terms of Section 7.3 and Section 15.2, Tenant shall indemnify and hold harmless Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which 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 (herein, "claims") arising out of, relating to or resulting from the performance or non-performance of this Lease by Tenant or its employees, agents, officers, partners, members, Sublessees, developers, principals or contractors; provided, however, that this indemnity shall not extend to or cover any claims, losses or damages arising out of the negligence or willful misconduct of Landlord or its officers, employees, agents, contractors or instrumentalities or any liability of Landlord to third parties existing at or before the Commencement Date. Tenant shall pay all claims, losses and damages in connection with any matters indemnified hereunder, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Landlord, where applicable, with respect to such matters, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Subject to the terms of Section 7.3, 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 Landlord or its officers, employees, agents and instrumentalities as herein provided.

(b) Subject to the limitations in Section 768.28 of the Florida Statutes (as amended) and Section 15.1, Landlord shall indemnify and hold harmless Tenant and its employees, agents, officers, partners, members and principals from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which Tenant or its employees, agents, officers, partners, members or principals may incur as a result of claims arising out of, relating to or resulting from the performance of this Lease by Landlord or its employees, agents, officers, contractors or instrumentalities; provided, however, that this indemnity shall not extend to or cover any claims, losses or damages arising out of the negligence or willful misconduct of Tenant or its employees, agents, officers, partners, members, principals or contractors. Landlord shall pay all claims, losses and damages in connection with any matters indemnified hereunder, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Tenant, where applicable, with respect to such matters, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Landlord expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Landlord shall in no way limit the responsibility to indemnify, keep and save harmless and defend Tenant or its employees, agents, officers, partners, members and principals as herein provided.

Section 7.3 Waiver of Subrogation. Tenant waives all rights to recover against Landlord, its employees, agents, officers, contractors or instrumentalities, for any claims, losses or damages arising from any cause covered by property insurance required to be carried by Tenant hereunder. Tenant shall cause its insurer(s) to issue appropriate waiver of subrogation rights endorsements to all such policies of insurance carried by Tenant with respect to the Demised Premises. Landlord waives all rights to recover against Tenant, its employees, agents, officers, partners, members, principals or contractors, for any claims, losses or damages arising from any cause covered by property insurance (irrespective of whether the insurance is carried by Tenant or Landlord). Landlord shall cause its insurer(s) to issue appropriate waiver of subrogation rights endorsements in favor of Tenant to all such policies of insurance carried by Landlord in connection with the Station, System and/or the Demised Premises. Any self-insurance program of Landlord shall be deemed to include a full waiver of subrogation consistent with this Section.

Section 7.4 Sublessees. Each Major Sublessee (including EHD) shall maintain insurance comparable to the insurance required of Tenant set forth in Schedule 7 hereto. The indemnification obligations and mutual waiver of subrogation of the Parties set forth in Section 7.2 and Section 7.3 shall apply equally to each Major Sublessee (including EHD) and Landlord as though such Major Sublessee (including EHD) were named in place of Tenant under said Sections. Each Sublease with a Major Sublessee (including EHD) shall include an indemnification provision in favor of Landlord consistent with Tenant's indemnity under Section 7.2(a).

ARTICLE 8

Operation

Section 8.1 Control of Demised Premises. Landlord hereby agrees that, subject to any express limitations imposed by the terms of this Lease, Tenant shall be free to perform and exercise its rights under this Lease and shall have exclusive control and authority to develop, direct, operate,

lease and manage the Demised Premises, including with respect to the Project and all Phases thereof, and the rental or sale of the Buildings and Improvements. Without limiting the foregoing, Tenant is hereby granted the exclusive right to bifurcate this Lease as contemplated in Section 17.2 and to enter into any Sublease, license or similar grant for any part or all of the Buildings and/or Improvements. Tenant covenants and agrees to use reasonable efforts to operate the Demised Premises consistent with prudent business practices; provided, however, that nothing contained herein shall limit or restrict Tenant's right to limit access to or close all or any portion of the Demised Premises on a temporary basis (i) when necessary to perform repairs or address events of Unavoidable Delay, (ii) to address appropriate security measures, (iii) in the case of an emergency, or (iv) for other reasonable closures that are necessary in Tenant's reasonable judgment and approved by Landlord.

Section 8.2 Non-Interference. Landlord and Tenant hereby mutually agree not to interfere with the free flow of pedestrian or vehicular traffic to and from the Public Areas and to and from the Station. They further agree that, except for those structures reasonably necessary for security and safety purposes, no fence, or any other structure of any kind (except as may be specifically permitted or maintained under the provisions of this Lease, indicated on approved Construction Plans or otherwise mutually agreed upon in writing) shall be placed, kept, permitted or maintained in such fashion as to materially and adversely interfere with pedestrian or vehicular traffic to and from the Public Areas and to and from the Station. The foregoing shall not prohibit Tenant from closing the Buildings and denying access to the public at such times and in such manner as deemed necessary by Tenant during the development or construction of any portion of the Buildings, the repair and maintenance of the Demised Premises or during the operation of the Demised Premises (including without limitation under the circumstances set forth in Section 8.1), provided such closing does not materially and adversely interfere with (a) the public's reasonable access to the Station, or (b) Landlord's customary operation of the System, unless Tenant obtains Landlord's prior written consent to the extent required by Section 4.12.

Section 8.3 Repair and Relocation of Utilities. Landlord and Tenant hereby agree to maintain and repair, and each party is given the right to replace, relocate, and remove, as necessary, utility facilities within the Demised Premises required for the development and construction of each Phase of the Project, or for the operation of the Demised Premises or of the System and all existing and future improvements, provided:

- (a) Such activity does not unreasonably interfere with the other party's operations;
- (b) All costs of such activities are promptly paid by the party causing such activity to be undertaken;
- (c) Each of the utility facilities and the Demised Premises are thereafter restored to their former state and impacts to any Improvements are addressed and corrected; and
- (d) Each party complies with the provisions of all Permits and licenses which have been issued and are affected by such repair and relocation.

Landlord agrees to cooperate with Tenant in relocating existing utility lines and facilities on or adjacent to the Demised Premises which need to be relocated to develop or improve the Project, including reasonable use of existing easements benefiting the Land, the Station Land and adjoining rights of way to the Land, and the location and stubbing of utility connections leading to the Demised Premises in a manner consistent with Tenant's Construction Plans, subject to Subsections (a)-(d) herein. Such relocation of existing utilities shall be at the sole expense of Tenant.

Section 8.4 Rights to Erect Signs; Revenues Therefrom

(a) Landlord hereby agrees that, to the extent permitted by law, Tenant shall have the exclusive right, during the Term of this Lease, without Landlord's consent, to place, erect, maintain and operate, or cause, allow and control the placement, erection, maintenance and operation of any signs or advertisements in accordance with subparagraph (b) below, in or on the Demised Premises. Tenant shall be responsible for obtaining any and all Permits and licenses which may be required from time to time by any governmental authority for such signs and advertisements, and Landlord agrees to execute any consents reasonably necessary or required by any governmental authority as part of Tenant's application for such Permits or licenses.

(b) The following types of signs and advertising shall be allowed, to the extent allowed by law, in the area described in subparagraph (a) above:

(i) Signs or advertisements identifying the Buildings and Improvements to the Demised Premises and in particular office, residential, retail, and/or commercial uses therein or otherwise customary for mixed-use developments, and any "branding" graphics developed by Tenant in connection with the Project, as well as signs indicating security features or rules and regulations as may pertain to any Improvements;

(ii) Signs or advertisements offering all or any portion of the Demised Premises for sale or rent; and

(iii) Signs or advertisements advertising or identifying any product, company, or service operating in the Demised Premises, or otherwise related thereto, including without limitation signage requested or desired by a Lender or any other Person providing financing or any developer, contractor, subcontractor, supplier or joint venture participating in the Project or any portion thereof.

(c) Tenant shall have the right to remove any signs which, from time to time, may have become obsolete, unfit for use or which are no longer useful, necessary or profitable in the conduct of Tenant's business, or in the occupancy and enjoyment of the Demised Premises by Tenant, or any Sublessees.

(d) As used in this Lease, "sign(s)" shall be deemed to include any display of characters, letters, illustrations, logos or any ornamentation designed or used as an advertisement or to indicate direction, irrespective of whether the same be temporary or permanent, electrical, illuminated, stationary or otherwise.

(e) Tenant shall be entitled but not required to rent or collect a fee for the display or erection of signs and advertisements, to the extent said display or erection of signs and advertisements are allowed by law.

Section 8.5 Landlord's Signs Upon Demised Premises. System-wide informational graphics shall be allowed to be placed within the Demised Premises at the sole expense of Landlord and at locations and in sizes mutually agreed upon by Landlord and Tenant. Any such signage shall have a neat and consistent look from a graphic design perspective with other Project-wide signage system unless otherwise agreed by Tenant.

Section 8.6 Tenants' Signs in Station. Tenant shall be permitted to place directional signs within the Station at the sole expense of Tenant and at locations and in sizes mutually agreed to by Landlord and Tenant and to the extent allowable by law

Section 8.7 Use of Station Parking Garage.

(a) Landlord shall keep the Station Parking Garage open for use by the public twenty-four (24) hours per day, seven (7) days per week; provided, however, that Landlord shall have the right to adjust the operating hours of the Station Parking Garage from time to time, provided that (i) following completion of the initial Phase of the Project, not less than two hundred (200) parking spaces shall remain open in the Station Parking Garage for use by the public twenty-four (24) hours per day, seven (7) days per week at all times during the Term, and (ii) upon completion of each subsequent Phase of the Project, not less than one hundred fifty (150) parking spaces per each completed Phase shall remain open in the Station Parking Garage for use by the public twenty-four (24) hours per day, seven (7) days per week at all times during the Term, except as hereinafter provided. Subject to the terms of this Lease and the Improvement Agreement, Landlord reserves the right to close the Station Parking Garage if Landlord determines the Station Parking Garage is not in compliance with Laws and Ordinances and presents life safety hazards and dangers to the users thereof (or such determination is made by the Federal Transit Administration), and elects not to repair or reconstruct same. In such event, Landlord shall notify Tenant not less than one hundred eighty (180) days prior to the closure of the Station Parking Garage or applicable portion thereof and, if such closure reduces the number of spaces within the Station Parking Garage below the number of spaces required under the first sentence of this provision, work with Tenant in good faith to identify alternative parking facilities within a reasonable proximity to the Demised Premises for use by Tenant, its Sublessees and its and their sublessees, licensees, employees, agents, representatives, guests and other invitees, provided that County is under no obligation to lease or pay for such alternative parking facilities of Tenant. In addition, Tenant may by written request to Landlord, seek approval to repair or reconstruct the Station Parking Garage or applicable portion thereof, at its expense, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Sublessees of the Demised Premises (including Sublessees of the residential dwelling units and commercial spaces) shall have the right to purchase from Landlord monthly transit passes, including parking for the Station Parking Garage, at the monthly discounted rates offered to transit users in Miami-Dade County, Florida, or such higher

rates applicable to the use of parking spaces in the Station Parking Garage as may be required by the Federal Transit Administration from time to time (if applicable). Parking spaces in the Station Parking Garage shall be provided to Sublessees of the Demised Premises on an “as available” basis. In order to secure a monthly parking pass at the discounted transit user rates, Landlord may require Sublessees of the Demised Premises to provide Landlord with copies of the lease evidencing tenancy at the Demised Premises, a valid driver’s license for the monthly parking pass holders, license plate numbers for vehicles parked at the Station Parking Garage, and any other customary and relevant information as may be reasonably requested by Landlord. As part of the Station Improvements under the Improvement Agreement, Tenant shall, at its sole cost and expense, refurbish the exterior of the Station Parking Garage and make any other improvements to the Station Parking Garage as necessary or desirable to Tenant, in coordination with the County and the Federal Transit Administration, in accordance with and subject to the terms and conditions of the Improvement Agreement.

ARTICLE 9

Repairs and Maintenance of the Premises

Section 9.1 Tenant Repairs and Maintenance. Throughout the Term of this Lease, Tenant, at its sole cost and expense, shall keep the Demised Premises in good order and condition, and make all necessary repairs thereto. The term “repairs” shall include all replacements, renewals, alterations, additions and betterments in substantial compliance with the Construction Plans (as modified by alterations made pursuant to Article 11) deemed necessary by Tenant. All repairs made by Tenant shall be at least substantially similar in quality and class to the original work, ordinary wear and tear and loss by fire or other casualty excepted. Subject to Article 16, Tenant shall keep and maintain all portions of the Demised Premises, all Improvements and the Tenant Maintenance Areas in reasonable order and operating condition, reasonably free of dirt, rubbish, graffiti, and unlawful obstructions. Landlord, at its option, and after thirty (30) days written notice to Tenant, may perform any maintenance or repairs required of Tenant hereunder which have not been performed by Tenant following the notice described above, and may seek reimbursement for reasonable cost and expenses thereof from Tenant. Notwithstanding anything herein or in the Improvement Agreement to the contrary, following Completion of Construction of the specific Station Improvements contemplated by the Improvement Agreement, Tenant shall have no obligation to maintain or repair (i) the Station Parking Garage, Station or System as provided above, (ii) the Landlord Maintenance Areas, which have been reserved to Landlord under this Lease, or (iii) any other portion of the Station or Station Land that is not the express responsibility of Tenant under this Section, all of which shall be the responsibility of Landlord as part of and included in Landlord’s repair and maintenance obligations under the Improvement Agreement and Section 9.2 of this Lease.

Section 9.2 Landlord Repairs and Maintenance. Landlord shall, at its sole cost and expense, except for matters that are the express responsibility of Tenant under Section 9.1, (a) keep and maintain in good order and condition the Station, the Station Parking Garage, Station Land and portions of the Land reserved unto Landlord hereunder (including, without limitation, the Landlord Maintenance Areas), as improved from time to time, together with its site and any other improvement constructed thereon, (b) make all necessary repairs thereto, (c) maintain the Station,

the Station Parking Garage, the Station Land and the Landlord Maintenance Areas in reasonable order and operating condition, reasonably free of dirt, rubbish, graffiti and unlawful obstructions and in a manner that is consistent with the level of service provided at other stations throughout the System, and (d) ensure that there is no material or net decrease in the levels of maintenance and security allocated to the Station, the Station Parking Garage, the Station Land and the Landlord Maintenance Areas after the Commencement Date. The term “repairs” shall include all replacements, alterations, additions and betterments deemed necessary by Landlord or as required by applicable Laws and Ordinances. All repairs made by Landlord shall be substantially similar in quality and class to the original work, ordinary wear and tear and loss by fire or other casualty excepted. Tenant, at its option, and after thirty (30) days written notice to Landlord, may perform any maintenance or repairs required of Landlord hereunder which have not been performed by Landlord following the notice described above, and Tenant shall be entitled to receive from Landlord all of its reasonable costs and expenses incurred in connection therewith. Landlord, except as otherwise provided in this Lease, shall have no obligation with respect to the maintenance and repair of the Demised Premises.

Section 9.3 Discontinuation of Maintenance and Operation of Landlord Maintenance Areas. In the event, at any point during the Term, Landlord discontinues or ceases the maintenance and operation of any of the Landlord Maintenance Areas located within the Demised Premises (including, without limitation, the bus lanes) due to casualty, condemnation or for any other reason, then, in addition to any other rights granted to Tenant under Section 3.6 of this Lease, Tenant shall, subject to Article 4, be entitled to repurpose such Landlord Maintenance Areas in connection with Tenant’s construction and/or operation of the Project and thereafter keep such Landlord Maintenance Areas in good order and condition, and make all necessary repairs thereto in accordance with Section 9.1 above.

ARTICLE 10

Compliance with Laws and Ordinances

Section 10.1 Compliance by Tenant. Throughout the Term of this Lease, Tenant, at Tenant’s sole cost and expense, shall promptly comply in all material respects with all Laws and Ordinances applicable to the Demised Premises or the Improvements. To the extent that Tenant’s compliance shall require the cooperation and participation of Landlord, Landlord agrees to use its commercially reasonable efforts to cooperate and participate in accordance with the Joint Use Policy for Joint Development Projects, as set forth in County Commission Resolution R-1443A-81, adopted September 28, 1981.

Section 10.2 Contest by Tenant. Tenant shall have the right, after prior written notice to Landlord, to contest the validity or application of any Law or Ordinance by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant without cost or expense to Landlord, except as may be required in Landlord’s capacity as a party adverse to Tenant in such contest. If counsel is required, the same shall be selected and paid by Tenant, except to the extent that Landlord is an adverse party to Tenant, in which case Tenant shall have no obligation to pay for Landlord’s counsel. Landlord hereby agrees to execute and deliver any necessary papers, affidavits, forms or other such documents necessary for Tenant to confirm or acquire status to contest the validity or application of any Laws and Ordinances, which instrument shall be subject

to the reasonable approval of counsel for Landlord, which approval shall not be unreasonably withheld or delayed, unless Landlord is an adverse party to Tenant in such contest. Landlord shall not be required to join in any such contest unless its joinder is required for a contest to be valid or Landlord is not an adverse party to Tenant.

ARTICLE 11

Changes and Alterations to Buildings by Tenant

Section 11.1 Tenant's Right. Tenant, with Landlord's approval, shall have the right at any time and from time to time during the Term of this Lease, at its sole cost and expense, to expand, rebuild, alter and/or reconstruct the Buildings and other Improvements and to raze the Buildings provided any such razing shall be preliminary to and in connection with the rebuilding of a new Building or Buildings and provided further that unless waived by Landlord:

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

(b) the rebuilding, reconstruction or razing shall be subject to the terms and conditions of this Lease, including the permitted use provisions hereof;

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

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

(e) the Rent payable to Landlord under this Lease from and after the commencement of any rebuilding, reconstruction or razing shall be the fair market rental value of the Demised Premises, which value shall be determined in accordance with customary appraisal methods for long-term ground leases by a mutually acceptable qualified appraiser (or if no one appraiser is agreed upon by the parties, by an appraiser, chosen by two appraisers, one of which will be appointed by each party). The fair market rental value specified in the preceding sentence shall be based on the Fair Market Value of the Land, based upon the use of the Demised Premises for Workforce Housing and the number of Workforce Housing Units.

Section 11.2 No Approval Required. Nothing contained in Section 11.1 is intended to apply to any normal and periodic maintenance, operation, repair or replacement of the Buildings, any alterations, repairs, replacements or restorations made pursuant to Article 16, or any alterations made to the Buildings or other Improvements. In addition, Landlord's approval shall not be required for the following changes and alterations to the Buildings and/or Improvements, anything to the contrary herein notwithstanding:

- (a) Any modifications, construction, replacements or repairs in the nature of “tenant work” or “tenant improvements”, as such terms are customarily used;
- (b) Any interior reconfigurations of any of the Buildings or Improvements;
- (c) Any additions, modifications, replacements or repairs to signage permitted under Section 8.4;
- (d) Any additions, improvements, modifications, replacements or repairs permitted under any other provision of this Lease without Landlord’s approval.

ARTICLE 12

Discharge of Obligations

Section 12.1 Tenant’s Duty. During the Term of this Lease, except as otherwise allowed under this Lease, Tenant will discharge or cause to be discharged any and all obligations incurred by Tenant, including obligations to any persons furnishing labor or materials with respect to any work by Tenant or Tenant’s contractors on or about the Demised Premises, which give rise to any liens on the Demised Premises, it being understood and agreed that Tenant shall have the right to withhold any payment (or to transfer any such lien to a bond in accordance with applicable Florida law) so long as it is in good faith disputing liability therefor or the amount thereof, provided (a) such contest of liability or amount operates as a stay of all sale, entry, foreclosure, or other collection proceedings in regard to such obligations, or disputed payments are escrowed while the parties negotiate the dispute, and (b) such action does not subject Landlord to any expense or liability (or Tenant covers the cost thereof). In the event Tenant withholds any payment as described herein, it shall give written notice to Landlord of such action and the basis therefor.

Pursuant to Section 713.10 of the Florida Statutes, Tenant acknowledges and agrees that Tenant has no authority to and shall not create any liens for labor or material on or against the Land, the Demised Premises or any interest therein, and no such liens shall extend to the interest of Landlord in the Land or the Demised Premises under any circumstances. Tenant agrees to notify all materialmen, suppliers, contractors, mechanics, or laborers involved with work or improvements on the Demised Premises at Tenant’s request that such party must look solely to Tenant or Tenant’s leasehold or other property interests for payment. All materialmen, suppliers, contractors, mechanics and laborers shall be put on notice of this Section by the recordation of this Lease, or the inclusion of this provision in the Memorandum of this Lease pursuant to Section 24.4 hereof and recordation of same, in the Public Records of Miami-Dade County, Florida. The indemnification provisions under Section 7.2(a) of this Lease shall expressly include and cover Tenant’s duties and obligations under this Section.

Section 12.2 Landlord’s Duty. During the Term of this Lease, Landlord will discharge any and all obligations incurred by Landlord which give rise to any liens on the Station or the Demised Premises, it being understood and agreed that Landlord shall have the right to withhold any payment so long as it is in good faith disputing liability therefor or the amount thereof, provided such contest of liability or amount operates as a stay of all sale, entry, foreclosure, or other collection proceedings in regard to such obligations, and such action does not subject Tenant

to any expense or liability. In the event Landlord withholds any payment as described herein, it shall give written notice to Tenant of such action and the basis therefor.

ARTICLE 13

Use of Premises

Section 13.1 Use of Demised Premises by Tenant.

(a) Tenant shall not knowingly permit the Demised Premises to be used for the following:

(i) any unlawful or illegal business, use or purpose, or for any business, use or purpose which is extra-hazardous or constitutes a legal nuisance of any kind (public or private);

(ii) any purpose which violates the approvals for the Project of applicable government authorities; or

(iii) Any activity which causes waste to the Demised Premises (provided that this subsection shall not modify the provisions of Article 11); or

(iv) any activity, use or purpose that violates the provisions of this Lease.

(b) No covenant, agreement, lease, Sublease, conveyance, encumbrance or other instrument shall be effected or executed by Tenant, or any of its successors or assigns, whereby the Demised Premises or any portion thereof is restricted by Tenant, or any successor in interest, upon the basis of race, color, religion, sexual orientation, sex or national origin in the sale, lease, use or occupancy thereof. Tenant shall comply with all applicable state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, religion, sexual orientation, sex, or national origin in the sale, lease or occupancy of the Demised Premises.

(c) Except as otherwise specified, Tenant may use the Demised Premises for any lawful purpose or use authorized by this Lease and allowed under the Laws and Ordinances establishing the zoning for the Demised Premises (provided Tenant otherwise complies with the terms and conditions hereof).

Section 13.2 Dangerous Liquids and Materials. Tenant shall not knowingly permit its Sublessees or other person or entity in contractual privity with Tenant to carry flammable or combustible liquids into or onto the Demised Premises during or following Completion of Construction except as such substances are used in the ordinary course of business, and shall prohibit the storage or manufacture of any flammable or combustible liquid or dangerous or explosive materials in or on the Demised Premises, provided that this restriction shall not apply to prevent the following:

(a) the entry and parking of motor vehicles carrying flammable or combustible liquids solely for the purpose of their own propulsion,

(b) the maintaining of retail inventories for sale to retail customers of motor oils and similar types of products,

(c) chemicals, fertilizers and other products customary for landscaping projects comparable to the Project (or any portion thereof),

(d) the use of air coolant, normal cleaning and maintenance liquids and substances and/or other supplies customarily used in comparable Buildings, Improvements or projects (or any portion thereof), or

(e) their use in construction of Buildings or Improvements on the Demised Premises.

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

Section 13.4 Designation of Buildings by Name. Tenant shall have the right and privilege of designating name(s) by which the Buildings, the Project or any Phase thereof shall be known to the general public.

ARTICLE 14

Entry on Premises by Landlord

Section 14.1 Inspection by Landlord of Demised Premises. Landlord and its authorized representatives, upon reasonable advance notice and in the presence of a representative of Tenant, shall have the right to enter the Demised Premises at reasonable times during normal business hours for the purpose of inspecting the same to insure itself of compliance with the provisions of this Lease.

Section 14.2 Limitations on Inspection. Landlord, in its exercise of the right of entry granted to it in Section 14.1 herein, shall (a) not unreasonably disturb the occupancy of Tenant, Sublessees nor disturb their business activities; and (b) with respect to any residential, retail, office and/or other Sublessee, shall comply with all Laws and Ordinances governing or applicable to Landlord with respect to such uses and premises.

Section 14.3 Right to Inspect Books and Records of Tenant. During the term of this Lease, Tenant shall make available to Landlord for its inspection and/or audit, during normal business hours and upon reasonable advance written notice, Tenant's books and records relating to the lease of the residential units, as well as the office and commercial retail space of the Property. Tenant hereby acknowledges and agrees that its agreement to maintain the residential units on the Property as Workforce Housing Units is an expressed inducement for Landlord to enter into this Lease. Any failure by the Tenant to maintain the requisite amount of Workforce Housing Units in accordance with the terms and conditions of this Lease for the entire Term following Completion of Construction of the Project shall be a default under the terms and conditions of this Lease whereupon, following applicable notice and cure periods, Landlord shall have the right to exercise any of its remedies under Article 20 of this Lease.

ARTICLE 15

Limitation of Liability

Section 15.1 Limitation of Liability of Landlord. Landlord shall not be liable to Tenant for any special, punitive, incidental or consequential loss or damage whatsoever arising from any acts or omissions of Landlord hereunder. Landlord has disclosed to Tenant that certain particles and sediments result from the normal operation of the System and that damage resulting from such particles and sediments as a result of the normal operation of the System shall be deemed "incidental."

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

ARTICLE 16

Damage and Destruction

Section 16.1 Tenant's Duty to Restore. If, at any time during the Term of this Lease, the Demised Premises or any part thereof shall be damaged or destroyed by fire or other casualty covered within the insurance designation of fire and extended coverage as same is customarily written in the State of Florida, Tenant, at its sole cost and expense, if so requested by Landlord or elected by Tenant, and provided that the insurance proceeds related to such casualty are made available to Tenant in a sufficient net amount for use in connection therewith, shall repair, alter, restore, replace or rebuild the same as nearly as reasonably possible to its value, conditions and character which existed immediately prior to such damage or destruction, subject to such changes or alterations as Tenant may elect to make in conformity with the provisions of Article 4 and Article 11 of this Lease and modern construction techniques and methods, subject to Landlord's reasonable consent. Provided Tenant otherwise complies with the terms of this Lease, Tenant may construct Buildings and Improvements which are larger, smaller or different in design, function or use and which represent a use comparable to prior use or compatible with uses of property in the immediate geographical area or which represents a use required by Landlord's transit needs at the time of such repair or rebuilding, to the extent such construction and improvement are allowed by Article 4 or Article 11 of this Lease and by applicable Laws and Ordinances, subject to Landlord's

reasonable consent. Such repairs, alterations, restoration, replacements or rebuilding, including such changes and alterations as aforementioned and including temporary repairs for the protection of other property pending the completion of any thereof, are sometimes referred to in this Article 16 as the “Work.” However, in the event sufficient insurance proceeds related to such casualty are not made available to Tenant for use in connection therewith (or such proceeds are not deemed sufficient by Tenant) and Tenant elects not to rebuild, Landlord and Tenant shall each have the right to terminate this Lease as to such Phase or Phases which suffered the casualty, whereupon this Lease shall terminate as to such Phase(s) and Rent shall be partially abated on an equitable basis. If this Lease is terminated under the immediately preceding sentence, at Landlord’s request, Tenant, at Tenant’s expense, shall raze the Improvements, remove the foundations, fill the site with dirt covered with topsoil and leave it as a level, safe vacant lot with grass, provided that such request is made by Landlord within a reasonable period of time (not to exceed ninety (90) days) of such termination.

Section 16.2 Landlord’s Duty to Repair and Rebuild Station. If, at any time during the Term of this Lease, the Station (or any part thereof) or any improvements to the Station Land or Landlord Maintenance Areas shall be damaged or destroyed by fire or other casualty covered within the insurance designation of fire and extended coverage as same is customarily written in the State of Florida (irrespective of whether Landlord actually carries such insurance), then, except as otherwise expressly provided in the Improvement Agreement (and subject to the terms thereof), Landlord, at its sole cost and expense, shall repair or rebuild a station of a design, size and capacity as is required by Landlord’s transit needs at the time of such repair or rebuilding; subject, however, to the terms of this Lease, including Section 3.6 and Section 9.3, which, *inter alia*, provides for Rent reductions, Tenant termination rights and the right to repurpose Landlord Maintenance Areas under certain circumstances.

Section 16.3 Interrelationship of Lease Sections. Except as otherwise provided in this Article 16, the conditions under which any Work is to be performed and the method of proceeding with and performing the same shall be governed by all the provisions of Article 4 and Article 11 herein, depending on the nature of the Work in question. Repairs and restoration necessitated by fire or other casualty shall be governed by this Article (and not Article 9).

Section 16.4 Loss Payees of Tenant-Maintained Property Insurance. With respect to all policies of property insurance required to be maintained by Tenant in accordance with Schedule 7 attached:

(a) Landlord shall be named as an additional insured as its interest may appear, and

(b) the loss thereunder shall be payable to Tenant, Landlord and to any Lender under a standard mortgage endorsement, provided that the rights of Landlord shall be subject and subordinate to the rights of any Lender thereunder. Tenant shall have the sole right and authority to adjust and/or settle any insurance claims, subject to the rights of any Lender. Tenant shall be entitled to use the proceeds of any fire or other casualty insurance for any loss which shall occur during the Term of this Lease for repair or rebuilding. If all the insurance proceeds are in fact made available to Tenant and such insurance proceeds received by Tenant or any Lender are insufficient to pay the entire cost of the Work, but

Tenant has nevertheless elected to restore the Improvements, Tenant shall supply the amount of such deficiency. Any proceeds remaining after completion of the Work under this Article shall be paid to Tenant, subject to the rights of any Major Sublessees or any Lender.

Section 16.5 Repairs Affecting Station or Demised Premises. Before beginning any repairs or rebuilding, or letting any contracts in connection therewith, required by any damage to or destruction of the Demised Premises which adversely affects the Station entrance, any damage to or destruction of the Station which adversely affects the entrance to the Demised Premises, Tenant or Landlord, as the case may be, shall submit for the other's approval (which approval shall not be unreasonably withheld, conditioned or delayed), Construction Plans for such repairs or rebuilding. Any such repairs and rebuilding shall be completed free and clear of liens subject to the provisions of Article 12 herein, except to the extent they are subject to Leasehold Mortgages.

Section 16.6 Deferral of Rent Payments. Except as otherwise set forth in this Lease, Tenant shall not be entitled to abatement, allowance, reduction or suspension of any Rent or other payments due to Landlord under this Lease except in the case of a casualty loss or by the negligence or acts or omissions of Landlord which, in either case, causes disruption of Tenant's business. In such event, the payment of Rent equitable allocated and attributable to the affected portions of the Demised Premises shall be deferred, beginning on the date of such casualty or other disruption and continuing until the earlier of one (1) year following such date or the restoration of the affected portion of the Demised Premises, (a) provided that proper documentation is submitted to the County Mayor or the County Mayor's designee (acting on behalf of Landlord) or the DTPW Director in connection with the relevant restoration work, and (b) proceeds of Tenant's business interruption insurance are not sufficient to pay such Rent (which, in the case of insufficient proceeds, Rent shall be deferred hereunder to the extent of the insufficiency). Except as otherwise provided in this Lease, no such damage or destruction shall release Tenant of or from any other obligation imposed upon Tenant under this Lease.

Section 16.7 Termination of Lease for Certain Destruction Occurring During Last Ten Years of Lease Term. Notwithstanding anything to the contrary contained herein, in the event that the Demised Premises or any part thereof shall be damaged or destroyed by fire or other casualty during the last ten (10) years of the Term of this Lease and the estimated cost for repair and restoration exceeds an amount equal to twenty-five percent (25%) of the then-current Fair Market Value of the Project or any affected Phase (as determined by an appraisal secured by Tenant and/or Landlord), then Tenant shall have the right to terminate this Lease and its obligations hereunder (in whole or in part, as to the affected Phase, as applicable), provided that Tenant elects to terminate this Lease by written notice to Landlord within six (6) months after such damage or destruction, and there are no Subleases that would remain in effect following such termination. In such event, (a) this Lease shall terminate (in whole or in part, as to the affected Phase, as applicable) fifteen (15) days following Landlord's receipt of notice of termination, (b) the obligations of Tenant to pay Rent under this Lease shall cease as of the date of termination, provided that if this Lease is terminated in part only with respect to any Phase(s), Rent shall be partially abated on an equitable basis (and the Rent abatement provisions under Section 16.6 shall apply to the other Phases, if applicable), and (c) at Landlord's request, Tenant at its sole cost and expense shall demolish the damaged Improvements, in which event Tenant shall promptly demolish same, remove all debris and place the affected portion of the Demised Premises in a

level, safe condition (using any available insurance proceeds for such purpose). Any demolition of the Improvements shall be performed in a good and workmanlike manner and in compliance with Laws and Ordinances. In the event of any termination hereunder, the property insurance proceeds for the damaged Buildings and business interruption insurance proceeds shall be paid to Landlord and Lenders as their respective interests may appear, subject to the provisions hereof and of Section 16.4 (which provide that Landlord's rights are subject and subordinate to the rights of any Lender).

ARTICLE 17

Transfers and Assignment, Lease Bifurcation, Integrated Developments, Subleasing, Estoppel Certificates and Other Interests in Demised Premises

Section 17.1 No Right to Transfer Leasehold. The Parties acknowledge and agree that this Lease is being entered into on the express condition that the Tenant under this Lease or any Bifurcated Lease at all times constitute and be an organization not for profit that is organized for the purposes of promoting community interest and welfare within the meaning of Section 125.38 of the Florida Statutes. Accordingly, except as expressly provided in this Lease, Tenant shall not, at any time during the Term of this Lease, sell, transfer or assign this Lease, the term or estate granted hereby, or any interest hereunder, except only to a Qualified Non-Profit. Any sale, transfer or assignment, or purported sale, transfer or assignment, to an entity that is not a Qualified Non-Profit shall be void and of no force or effect, and shall not confer any interest or estate in the purported transferee. Tenant may transfer this Lease in its entirety to and/or effectuate a Bifurcated Lease with a Qualified Non-Profit upon notice to Landlord, but without the consent of Landlord, provided no Events of Default of Tenant at the time of such transfer. The following provisions shall apply to transfers hereunder:

(a) With respect to any transfer to a Qualified Non-Profit, Tenant shall provide written notice to Landlord of such transfer as provided above, which notice shall include (i) the name and address of the transferee (and, if different, the post office address of the place to which all notices required by this Lease are to be sent), (ii) copies of the proposed assignment and/or transfer documents (including the Bifurcated Lease, if applicable), and (iii) evidence reasonably satisfactory to Landlord that the proposed transferee is a Qualified Non-Profit. Upon such transfer, the original Tenant or then applicable transferor (as the case may be) shall be released of and from all obligations under this Lease accruing after the effective date of such transfer, provided that the purchaser, successor or transferee assumes in writing all such agreements, covenants and obligations of Tenant, but only as to the portion of the Demised Premises so transferred. Such release shall be automatic and without the need for an instrument of release; however, Landlord shall execute and deliver a written release if requested by Tenant promptly following such request. Landlord shall also execute any other assignment and/or transfer documents as may be reasonably requested by Tenant to confirm Landlord's consent to and/or acknowledgement of any transfer hereunder, provided that the terms of such documents comply with the requirements hereof.

(b) Any transfer of all or any part of Tenant's interest in this Lease and the Demised Premises shall be made expressly subject to the terms, covenants and conditions

of this Lease, and such assignee or transferee shall expressly assume all of the obligations of Tenant under this Lease applicable to that portion of the Demised Premises being sold, assigned or transferred, and agree to be subject to all conditions and restrictions to which Tenant is subject, but only for matters accruing while such assignee or transferee holds, and only related to, the sold, assigned or transferred interest. The assignment and/or transfer documents (including the Bifurcated Lease, if applicable) shall specify the allocation of Rent to be paid to Landlord by the transferee, if the transfer affects a portion of the Demised Premises only. However, nothing in this subsection or elsewhere in this Lease shall abrogate (i) Landlord's right to payment of all rent and other amounts due Landlord which accrued prior to the effective date of such transfer, and (ii) the obligation for the development, use and operation of every part of the Demised Premises to be in compliance with the requirements of Section 4.1 herein.

(c) Each transferee of Tenant (and all succeeding and successor transferees) shall succeed to all rights and obligations of Tenant under this Lease with respect to the portion of the Demised Premises so transferred, including the right to further assign, sublease or transfer; subject, however, to the limitations on transfers set forth herein and all duties and obligations of Tenant with respect to such portion of the Demised Premises, and to the terms of the document of assignment or transfer (including the Bifurcated Lease, if applicable), in and pertaining to the then remaining Term of this Lease.

(d) Once a sale, assignment or transfer has been made with respect to any portion of the Demised Premises and Tenant has been released from the rights and obligations of Tenant under this Lease pertaining to the transferred portion of the Demised Premises, the transferee and Landlord may thereafter modify, amend or change this Lease with respect to such portion of the Demised Premises without Tenant's consent; subject, however, to the provisions of the document of assignment or transfer and provided that (i) the rights of Tenant (or anyone claiming by, through or under Tenant) as to the remainder of the Demised Premises are not diminished or abrogated, and (ii) such modification, amendment or change shall not affect any other part of the Demised Premises or the lease thereof.

(e) Except as may otherwise be specifically provided in this Section 17.1, upon each transfer to a Qualified Non-Profit hereunder, the transferor shall be released and discharged from all of its duties and obligations hereunder which pertain to the portion of the Demised Premises transferred for the then unexpired term of the Lease, including without limitation the payment of Rent and Impositions which are not then due and payable; it being the intention of the Parties that (i) the transferee shall be liable for the payment of Rent and Impositions becoming due and payable and all other obligations of Tenant under this Lease applicable to the portion of the Demised Premises transferred from and after the date of such transfer (until a subsequent transfer occurs), and (ii) there shall be no obligation on the part of any transferor for the payment of any Rent or Impositions which shall become due and payable or any other obligations of Tenant under this Lease with respect to the portion of the Demised Premises transferred subsequent to the date of such transfer.

(f) This Section shall not apply to any Sublease of the Demised Premises, which shall be governed by Section 17.4 below (and not this Section).

Section 17.2 Bifurcation of Lease. Provided that no Events of Default of Tenant then exist, Tenant, at Tenant's option, may effectuate a transfer of a portion of its rights hereunder pursuant to Section 17.1 through a bifurcation of this Lease from time to time to facilitate the development and operation of the various components of the Project in Phases, subject to the terms and conditions hereof. Accordingly, if Tenant desires to bifurcate this Lease in connection with a transfer of any Phase of the Project pursuant to Section 17.1, Tenant shall so notify Landlord of such election simultaneously with Tenant's notice of such transfer pursuant to Section 17.1(a), and the following provisions shall apply to such transfer:

(a) Tenant, Landlord and the transferee, shall promptly (and, in any event within thirty (30) days following Tenant's request) enter into, execute and deliver (i) a bifurcation and partial termination of this Lease in substantially the form attached hereto as Schedule 17.2(a)(i), and (ii) a new lease with the transferee with respect to the bifurcated Phase of the Project (each a "Bifurcated Lease") in the form of this Lease, but modified as necessary to reflect that the Bifurcated Lease covers and affects the bifurcated Phase only.

(b) The transferee of Tenant's interest in this Lease shall be obligated to comply with the terms and provisions of the Bifurcated Lease and shall be subject to the remedies and rights available to Landlord under the Bifurcated Lease in the event such transferee fails to perform its obligations thereunder.

(c) Each Bifurcated Lease shall specify the allocation of the Rent to be paid to Landlord thereunder, provided that the sum of the Rent allocated under the Bifurcated Leases and this Lease (in the event any portion of the Project is developed under this Lease without bifurcation) shall equal the total Rent required by this Lease. Except for the rent specifically set forth in this Lease (adjusted as provided in this paragraph), Landlord shall not be entitled to (and shall not impose or attempt to impose) any other rent, consideration or payments from Tenant or any transferee under or with respect to a Bifurcated Lease.

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

(e) Notwithstanding anything contained in this Lease, upon the execution of a Bifurcated Lease:

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

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

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

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

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

Section 17.3 Master Covenants for Integrated Project. Although the Demised Premises may be leased pursuant to this Lease and/or one or more Bifurcated Leases, the Project will be an integrated mixed-use transit-oriented development, to be used for the purposes contemplated by this Lease and developed (or redeveloped) from time to time pursuant to the terms of this Lease and/or the Bifurcated Leases (as applicable). To promote the integrated and mixed use nature of the Project, and to ensure that the common or shared components of the overall Project are maintained and benefit the Phases and other portions of the Project intended to be served thereby, each Phase of the Project may be subject to and benefited by the Master Covenants as follows:

(a) The Project may include certain common or shared components (such as, without limitation, walkways, promenades, driveways, parking facilities, park areas, project-wide lighting and signage, and other shared components, areas and facilities) located on more than one Phase of the Project. Pursuant to the Master Covenants, such common or shared components, areas and facilities (i) will be available for use by each Phase and other portions of the Demised Premises intended to be served thereby, and

(ii) may be administered by a master association, property owner's association and/or other entity created for such purpose, or another customary method, as more particularly provided in the Master Covenants.

(b) Landlord agrees to recognize and not disturb the rights of Tenant, any tenant under a Bifurcated Lease (and its or their respective Sublessees and other subtenants, licensees, employees, customers, guests, invitees and/or other permitted users) to the common or shared components, areas or facilities under the Master Covenants irrespective of whether this Lease or any Bifurcated Lease controlling such components, areas or facilities may have terminated or expired, pursuant to a recognition and non-disturbance agreement to be executed by Landlord and attached to the Master Covenants when recorded in the Public Records of Miami-Dade County, Florida. In addition, in the event this Lease or any Bifurcated Lease is terminated with respect to any Phase of the Project that is encumbered by the Master Covenants, Landlord shall have the right, at its option (and for the benefit of itself and its tenants, subtenants, licensees, employees, customers, guests, invitees and/or other permitted users), to ratify and confirm that the Master Covenants encumber and apply to such Phase notwithstanding the termination of this Lease or such Bifurcated Lease, whereupon such Phase shall continue to be burdened by and enjoy the benefits of the common or shared components, areas or facilities under the Master Covenants, subject to the terms and conditions thereof (including without limitation the continuing obligation to pay assessments for the privilege of using such facilities). Any subsequent lease(s) or other agreements of any kind or nature whatsoever affecting the common or shared components, areas and facilities encumbered by the Master Covenants shall be subject to the terms, conditions and provisions of the Master Covenants.

(c) The Master Covenants may be recorded against and encumber any Phase of the Project at any time following Commencement of Construction of such Phase, but shall not be recorded against any Phase where construction has not yet commenced without the prior approval of Landlord.

(d) The form and substance of the Master Covenants shall be subject to the prior approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Landlord shall provide specific reasons in writing to Tenant for any disapproval of the Master Covenants simultaneously with any written notice of disapproval given by Landlord hereunder. Amendments to the Master Covenants which are material and which, if same were in the original Master Covenants, would have required Landlord approval, shall be subject to the same approval process as the original Master Covenants. The parties shall use commercially reasonable efforts to finalize the form of the Master Covenants within a period of sixty (60) days following the initial draft.

Section 17.4 Rights to Sublease and Non-Disturbance to Sublessees. Tenant and Sublessees shall have the right to enter into and/or consent to Subleases without any approval or consent of Landlord; however, notwithstanding any other provisions of this Lease, no Sublease shall relieve Tenant of any obligations under the terms of this Lease, unless a release is granted in accordance with Section 17.1. Subject to the foregoing continuing responsibility of Tenant, the obligations of Tenant under this Lease may be performed by any Sublessee (as to the Demised Premises or the Phase or other portion thereof demised to such Sublessee), and Landlord shall

accept performance by any such Sublessee as performance by Tenant. Each Sublease must be for a use compatible with the standards and requirements set forth in Section 4.1 herein. Landlord agrees to grant recognition and non-disturbance agreements for commercial (non-residential) Sublessees with at least 1,250 square feet leased, which provide that, in the event of a termination of this Lease or any Sublease which applies to the portion of the Demised Premises covered by such Sublessee's Sublease, such Sublessee will not be disturbed and will be allowed to continue peacefully in possession under the terms and conditions of its Sublease, provided that the following conditions are met:

- (a) the Tenant under this Lease is a Qualified Non-Profit;
- (b) the Sublease is on market terms, provided that the foregoing condition shall apply to a Sublease for commercial or retail rental space within the Project to a Sublessee conducting business in such space, but shall not apply to any Sublease from Tenant to a Major Sublessee, which shall require an equitable allocation of Rent and the rights and obligations of Tenant rather than market terms, so long as overall Rent to County is not diminished;
- (c) the Sublessee shall not be in default of the terms and conditions of its Sublease beyond applicable notice and cure periods;
- (d) the terms of the Sublease shall be consistent with the terms and conditions of this Lease or the Bifurcated Lease applicable to the subleased premises and provide no additional rights to Sublessee than those granted to Tenant under this Lease or the Bifurcated Lease (as applicable), except as otherwise agreed to by Landlord in writing;
- (e) the Term of the Sublease shall be no longer then the Term of this Lease;
- (f) the Sublease and the rights of Sublessee thereunder are and shall be at all times subject and subordinate to the Lease and/or the Bifurcated Lease applicable to the subleased premises; and
- (g) the Sublessee shall agree to attorn to Landlord.

Tenant or Sublessee (as applicable) shall provide written notice to Landlord specifying the name and address of any Sublessee that requires a recognition and non-disturbance agreement under this Section, which notice shall include a copy of the applicable Sublease. Landlord agrees that it will grant such assurances to such Sublessees so long as they are not in default under the terms of their Subleases beyond applicable notice and cure periods, and provided further that any such Subleases do not extend beyond the expiration of the term of this Lease and are consistent with the other terms and conditions of this Lease (or Bifurcated Lease, as applicable). To effectuate the intent of this Section, Landlord agrees to enter into recognition and non-disturbance agreements substantially in the form attached hereto as Schedule 17.4 (with reasonable modifications thereto as may be requested by any Sublessee or its lender), within thirty (30) days following written request. For any Sublessee that is a sub-sublessee or sub-sub-sublessee, Schedule 17.4 shall be modified as and to the extent necessary to reflect the status of such Sublessee as a sub-sublessee or a sub-sub-sublessee, as applicable. Any and all Subleases with Major Sublessees of the Demised Premises may include lender protection provisions consistent

with the provisions of this Lease that benefit Lenders, including without limitation Article 18 and 20 hereof, as well as other customary lender protections found in comparable ground leases/subleases. A Major Sublessee shall be entitled to the rights and protections given to Sublessees under such Articles. Although residential tenants of Workforce Housing Units are Sublessees under this Lease, the recognition and non-disturbance rights of this Section shall not apply to any residential tenants in the Project.

Notwithstanding anything herein or in any recognition and non-disturbance agreement to the contrary, if the termination of this Lease would result in a direct lease by Landlord with any Major Sublessee that is not a Qualified Non-Profit, (i) such Sublessee shall have the right to identify and/or establish a Qualified Non-Profit to serve as the tenant under a direct lease with Landlord with respect to the portion of the Demised Premises subleased by such Sublessee, (ii) Landlord and the Qualified Non-Profit shall enter into a direct lease for such portion of the Demised Premises in the form of this Lease (but modified as necessary to reflect that such lease covers and affects such portion of the Demised Premises only), (iii) the Sublease with such Sublessee shall be assigned by Landlord to such Qualified Non-Profit as sublandlord, and (iv) such Qualified Non-Profit and Sublessee shall acknowledge and agree that such Sublease is subject and subordinate to the new direct lease between Landlord and the Qualified Non-Profit. The parties shall work together in good faith and with commercially reasonable diligence to effectuate the intent of this provision, which is to preserve a Sublease with a Major Sublessee of the Demised Premises in the event of a termination of this Lease, within a period of one hundred eighty (180) days following the termination of this Lease.

Tenant has notified Landlord that Tenant intends to sublease (the “EHD Sublease”) the entire Demised Premises to EH Development LLC, a Delaware limited liability company, together with its successors, assigns and affiliates, as subtenant (collectively, “EHD”). Contemporaneously herewith, Landlord is providing to EHD a recognition and non-disturbance agreement in the form attached to this Lease as Schedule 17.4, pursuant to which, among other things, Landlord has agreed to recognize the EHD Sublease notwithstanding a termination of this Lease (but subject to the terms and conditions of the immediately preceding paragraph), on the terms and conditions set forth therein. EHD shall have the right from time to time to sell, assign or otherwise transfer the EHD Sublease and/or all or any portion of its rights under the EHD Sublease and further sublease the Demised Premises, and Landlord agrees to grant recognition and non-disturbance agreements in connection with same as provided above, subject to the terms hereof. EHD is a Major Sublessee under this Lease. If this Lease is bifurcated with respect to any portion of the Project pursuant to the terms of Section 17.2, then the EHD Sublease may also be bifurcated with respect to such portion of the Project and the terms of this Section 17.4 shall apply with respect to the EHD Sublease and any subsequent bifurcated Sublease.

Section 17.5 Estoppel Certificates from Landlord. Upon request of Tenant, any Major Sublessee or any Lender, Landlord agrees to give such requesting party an estoppel certificate in accordance with Section 23.2 herein.

Section 17.6 Waiver of Landlord Lien. In order to enable Tenant and its Sublessees to secure financing for the purchase of fixtures, equipment and/or any other item of personalty of any kind now or hereafter located on or in the Demised Premises, whether by security agreement and financing statement, mortgage or other form of security instrument, Landlord hereby waives and

will from time to time, upon request, execute and deliver an acknowledgment that it has waived its “landlord’s” or other statutory or common law or contractual liens securing payment of rent or performance of Tenant’s other covenants under this Lease as to such fixtures, equipment or other items personalty (and does not have rights to a lien against such property).

Section 17.7 Transfer of Interest by Landlord. If Miami-Dade County or any successor to its interest hereunder ceases to have any interest in the Demised Premises or if there is any sale or transfer of Landlord’s interest in the Demised Premises, the seller or transferor shall be entirely freed and relieved of all agreements, covenants and obligations of Landlord hereunder to be performed after the date of such sale or transfer provided that the purchaser, successor or transferee of Landlord’s interest in the Demised Premises assumes in writing all such agreements, covenants and obligations of Landlord. Nothing herein shall be construed to relieve Landlord from any liability or damages arising from actions or omissions occurring or agreements, covenants and obligations required to be performed prior to the date of any such assignment, transfer or sale of Landlord’s interest hereunder. Notwithstanding the foregoing and without limiting the previous sentence, Miami-Dade County shall remain liable for the representations and warranties of Section 25.1.

Section 17.8 Separate Tax Parcels. Upon request, Landlord shall cooperate with Tenant and tenants under Bifurcated Leases in efforts to have the County Property Appraiser issue separate tax folio numbers to each Phase of the Project leased pursuant to this Lease and/or such Bifurcated Leases. To the extent that Tenant’s rights under this Lease or any tenant’s rights under a Bifurcated Lease are further partially assigned or subleased, Landlord also agrees to cooperate with Tenant, each tenant under a Bifurcated Lease and any applicable Sublessee in efforts to have the County Property Appraiser issue separate tax folio numbers to such assigned or subleased portion of the Demised Premises.

ARTICLE 18

Financing and Rights of Lenders

Section 18.1 Right to Mortgage Leasehold. Tenant shall not have the right to mortgage, pledge, hypothecate, grant security interests in or otherwise encumber this Lease, any of Tenant’s rights hereunder or the leasehold estate created hereby, and any attempt or purported attempt to do so shall be void and of no force or effect, and shall not confer any mortgage, lien, security interest or other encumbrance in the purported lender, mortgagee or other secured party. However, notwithstanding the foregoing or any provision in this Lease to the contrary, Sublessees shall have the right from time to time, and without the prior consent of Landlord, to mortgage and otherwise encumber their rights under any Sublease and the leasehold estate thereunder, in whole or in part (with respect to the Demised Premises or any Phase or any part thereof), by a Leasehold Mortgage or Mortgages to any Leasehold Mortgagee. Such Leasehold Mortgages shall be expressly subject to the terms, covenants and conditions of this Lease and the Sublease, and the right, title and interest of Landlord herein and in the fee estate in the Demised Premises, but subject at all times to the rights granted in this Lease to Leasehold Mortgagees. The granting of a Leasehold Mortgage or Mortgages against all or part of the leasehold or subleasehold estate in the Demised Premises shall not operate to make the Leasehold Mortgagee(s) thereunder liable for performance of any of the covenants or obligations of Tenant or Sublessee under this Lease or a Sublease, except in the

case of a Leasehold Mortgagee who is in possession and control of all or a portion of the Demised Premises, and then only for the applicable portion of the Demised Premises, and during its period of possession and control, but Landlord shall always have the right to enforce the Lease obligations against such portion of the Demised Premises, including such obligations accruing prior to such period of ownership or possession and control, subject to the terms hereof, except, in each instance, as otherwise provided herein or in any subordination and recognition agreement between Landlord and such Leasehold Mortgagee. The amount of any such Leasehold Mortgage may be increased whether by an additional mortgage and agreement consolidating the liens of Leasehold Mortgages or by amendment to the existing Leasehold Mortgage, and any such Leasehold Mortgage may be amended, restated, replaced, extended, increased, refinanced, consolidated or renewed from time to time, all without the consent of Landlord. Such Leasehold Mortgage(s) may, *inter alia*, contain a provision for an assignment of any rents, revenues, monies or other payments due to Sublessee as a landlord (but not due to Tenant as a landlord or Landlord) and a provision therein that the Leasehold Mortgagee(s) in any action to foreclose a Leasehold Mortgage shall be entitled to the appointment of a receiver. Any transfer (a) resulting from the foreclosure of a Leasehold Mortgage or any conveyance, assignment or other transfer in lieu of foreclosure of a Leasehold Mortgage or other appropriate proceedings in the nature thereof, (b) made to the purchaser at foreclosure of a Leasehold Mortgage or to the grantee of a conveyance, assignment or transfer in lieu of foreclosure of a Leasehold Mortgage (including Leasehold Mortgagee, any nominee of Leasehold Mortgagee or a third party buyer), or (c) made by Leasehold Mortgagee or its nominee to a third party following the enforcement by Leasehold Mortgagee of its Mortgage, shall not require the consent of Landlord (under Article 17 or otherwise) and shall not constitute a breach of any provision or a default under this Lease.

Section 18.2 Right to Pledge Equity Interests. Notwithstanding any provision of this Lease to the contrary, each Sublessee and the direct and indirect owners of equity interests in each Sublessee, shall have the right from time to time, and without the prior consent of Landlord, to pledge and otherwise encumber any of its respective direct or indirect equity or ownership interests (whether stock, partnership interest, beneficial interest in a trust, membership interest or other interest of an ownership or equity nature) (herein, “equity interests” or “ownership interests”) to secure a loan made by a Mezzanine Financing Source. The granting of such pledge or other security shall not operate to make the Mezzanine Financing Source thereunder liable for performance of any of the covenants or obligations of Tenant or such Sublessee under this Lease or a Sublease. The amount of any such Mezzanine Financing may be increased, and such Mezzanine Financing may be modified, amended, restated, replaced, extended, increased, refinanced, consolidated or renewed from time to time, all without the consent of Landlord. Any transfer of any direct or indirect ownership interest in any Sublessee from the foreclosure by any Mezzanine Financing Source of a pledge of ownership interests in such Sublessee or other appropriate proceedings in the nature thereof, or any transfer made to the purchaser at a foreclosure of such pledge of ownership interests, or any conveyance, assignment or transfer in lieu of such foreclosure (including any transfer to the Mezzanine Financing Source, any nominee of Mezzanine Financing Source or a third party buyer), or any change of control or other transfer of any direct or indirect ownership interest in such Sublessee to the Mezzanine Financing Source or its nominee resulting from the exercise by the Mezzanine Financing Source of any other rights or remedies under any Mezzanine Financing documents, including without limitation any pledge or other security agreements or any partnership agreement, operating agreement or other organizational

documents, shall not require the consent of Landlord (under Article 17 or otherwise) and shall not constitute a breach of any provision or a default under this Lease.

Section 18.3 Notice to Landlord of Lender's Interest. Written notice of each Leasehold Mortgage shall be delivered to Landlord specifying the name and address of the Leasehold Mortgagee to which notices shall be sent and Landlord shall be furnished a copy of each such recorded Leasehold Mortgage. Landlord shall also receive notice of the name and address of any Mezzanine Financing Source who desires notice and the benefit of the rights of Mezzanine Financing Sources under this Lease. For the benefit of any Lender entitled to notice as hereinafter provided in this Article 18, Landlord agrees, subject to all the terms of this Lease, without the consent of such Lender, not to accept or consent to a surrender, cancellation or termination of this Lease, or enter into any material amendment or modification to this Lease, at any time (a) with respect to a Leasehold Mortgage, during any period that such Leasehold Mortgage shall remain a lien on a Sublessee's leasehold estate, and (b) with respect to Mezzanine Financing, during any period that the Mezzanine Financing Source holds an equity interest (directly or indirectly), or is secured by a pledge of ownership interests, in any Sublessee. No Lender shall be bound by any material amendment or modification of this Lease made without its prior written consent as hereinabove provided, and no sale or transfer of Landlord's fee simple interest in the Land or any portion thereof to Tenant shall terminate this Lease by merger or otherwise so long as the lien of any Leasehold Mortgage remains undischarged. The foregoing is not meant to prohibit a sale of fee title to the Land and Demised Premises to Tenant; however, the Parties acknowledge that this Lease does not include and Tenant does not have any option to purchase, right of first refusal, right of first offer or similar option to acquire title to the Land or Landlord's remainder interest in the Demised Premises by virtue of this Lease. Landlord also agrees to abide by any subsequent written notice from any Sublessee and any Lender jointly notifying Landlord that such Lender's consent is also required to effectuate any other modification, change, waiver, consent, approval or other matter relative to this Lease. Upon Landlord's request, Tenant and Sublessees shall from time to time confirm and update the names and addresses of the Lenders entitled to the Lender protections set forth in this Article 18 and Article 20 of this Lease.

Section 18.4 Notices to Lender(s)/Sublessees. No notice of default under Section 20.1 or notice of failure to cure a default under Section 20.2(a) shall be deemed to have been given by Landlord to Tenant unless and until a copy has been given to (a) each Lender who shall have notified Landlord of its respective interests pursuant to Section 18.3, and (b) any Sublessee entitled to the protections afforded to Major Sublessees under Article 18 and 20 of this Lease. Landlord agrees to accept performance and compliance by any such Lender or Sublessee of and with any of the terms of this Lease with the same force and effect as though kept, observed or performed by Tenant, provided such act or performance is timely under Section 20.2 or Section 20.3. Nothing contained herein shall be construed as imposing any obligation upon any such Lender to so perform or comply on behalf of Tenant.

Section 18.5 Qualified Non-Profit Requirement. If the exercise of a Lender's rights under this Article (including without limitation Section 18.1, 18.2 or 18.6 hereof) would result in a direct lease by Landlord with a tenant that is not a Qualified Non-Profit, then (i) such Lender shall have the right to identify and/or establish a Qualified Non-Profit to serve as the tenant under a direct lease with Landlord with respect to the portion of the Demised Premises leased, (ii) Landlord and the Qualified Non-Profit shall enter into a direct lease for such portion of the

Demised Premises in the form of this Lease (but modified as necessary to reflect that such lease covers and affects such portion of the Demised Premises only), (iii) the Lender's (or its nominee's) lease shall be a Sublease with or under the Qualified Non-Profit as sublandlord, and (iv) such Qualified Non-Profit and Lender (or its nominee) shall acknowledge and agree that such Sublease is subject and subordinate to the new direct lease between Landlord and the Qualified Non-Profit. The parties shall work together in good faith and with commercially reasonable diligence to effectuate the intent of this provision within one hundred eighty (180) days following the event that caused such Lender to be in a direct lease with Landlord.

Section 18.6 Lease Termination and New Sublease.

(a) If any Sublease shall terminate prior to the expiration of its term and this Lease has also terminated, Landlord shall give written notification thereof to any Leasehold Mortgagee and Mezzanine Financing Source that provided Mezzanine Financing to the Sublessee under such Sublease (even if such Leasehold Mortgagee and/or Mezzanine Financing Source failed to timely exercise its cure rights for a default under such Sublease), and Landlord shall, upon written request of the applicable Lender (with Landlord to follow the request of the Leasehold Mortgagee prior to such Mezzanine Financing Sources) to Landlord given within sixty (60) days following such termination, enter into a new lease or sublease of the subleased portion of the Demised Premises (herein, the "subleased premises") with such Leasehold Mortgagee (or its nominee) or Sublessee (as owned or controlled by such Mezzanine Financing Source), as sublessee, for the remainder of the term of such Sublease, on the same terms and conditions as set forth in such Sublease (with appropriate modifications to reflect that the lease is a direct lease rather than a sublease, if applicable). Landlord's obligation to enter into such new lease or sublease of the subleased premises with Leasehold Mortgagee or Sublessee (as owned or controlled by such Mezzanine Financing Source) shall be conditioned upon the new lessee/sublessee committing to cure all monetary defaults under the Sublease and all non-monetary defaults under the Sublease that are susceptible of cure within a reasonable period of time under the circumstances and providing Landlord reasonable assurances of same, and to reimburse Landlord's reasonable expenses in the preparation of such new lease or sublease. Any new lease or sublease(s) hereunder shall contain the same clauses subject to which the demise under the Sublease is made, and shall be at the rent and other payments for the subleased premises and upon the terms as are therein contained (except as otherwise expressly provided herein).

(b) Nothing herein contained shall be deemed to impose any obligation on the part of Landlord to deliver physical possession of the subleased premises to the Leasehold Mortgagee (or its nominee) or Sublessee (as owned or controlled by the applicable Mezzanine Financing Source) until the new lease or sublease has been executed by all pertinent parties. Landlord agrees, however, that Landlord will, at the request, cost and expense of the Leasehold Mortgagee, cooperate in the prosecution of judicial proceedings to evict the then defaulting Sublessee or any other occupants of the subleased premises.

(c) Nothing contained herein shall require any Leasehold Mortgagee (or its nominee) or any applicable Mezzanine Financing Source (or its nominee), as a condition to its exercise of its right to enter into a new lease or sublease, to cure any default of a

Sublessee not reasonably susceptible of being cured by such parties, in order to comply with the provisions of this Section 18.6.

(d) The provisions of this Section 18.6 shall survive any termination of this Lease and any applicable Sublease. Leasehold Mortgagees and Mezzanine Financing Sources shall be deemed to be third party beneficiaries of this Section.

Section 18.7 Other Subleases. Upon the execution and delivery of a new lease or sublease pursuant to Sections 17.4 or 18.6, all Subleases which theretofore may have been assigned to Landlord or have reverted to Landlord upon termination of this Lease or Sublease or have been entered into by Landlord such Section, shall be assigned and transferred, without recourse against Landlord, by Landlord to Sublessees under any such new lease or sublease. Between the date of termination of this Lease and the date of execution and delivery of the new lease or sublease, if any Sublessee or Lender shall have requested such new lease or sublease as provided for in Sections 17.4 or 18.6, Landlord will not cancel or modify any Sublease (subleased or sub-subleased under this Lease or a Sublease, as applicable) or accept any cancellation, termination or surrender thereof (unless such termination shall be effective as a matter of law on the termination of this Lease) without the consent of Lender, except for default as permitted thereunder.

Section 18.8 No Subordination or Mortgaging of Landlord's Fee Title. There shall be no subordination of Landlord's fee simple interest in the Land to the lien of any mortgage financing nor shall Landlord be required to join in such mortgage financing. No mortgagee (including a Leasehold Mortgage) or other Lender may impose any lien upon Landlord's fee simple interest in the Land; it being acknowledged and agreed that Landlord retains the sole right to encumber such interest during the Term.

Section 18.9 Fee Mortgages. This Lease, the leasehold estate created hereby, Subleases hereunder and all Leasehold Mortgages, including all amendments, renewals, and extensions thereto or thereof, shall be prior and superior to all fee mortgages encumbering Landlord's fee estate in the Demised Premises, and the rights of the holders of all such fee mortgages. Neither Tenant nor any Sublessee shall be obligated to provide any documentation to the holder of any fee mortgage which in any way prejudices the rights of Tenant under this Lease or any Sublessee under a Sublease in the sole but reasonable discretion of Tenant and such Subtenant (as applicable). Any inconsistency between any such fee mortgage and this Lease or any Sublease shall be resolved in favor of this Lease and such Sublease. Each Lender shall be deemed a third party beneficiary of this Section 18.9.

Section 18.10 No Personal Liability. Notwithstanding anything to the contrary in this Lease, no Lender or any Person acting for, on behalf of or at the direction of any Lender shall have any personal liability under this Lease or any Sublease (or a new lease or sublease), even if such Person exercises any Lender's cure rights, except to the extent that such Person assumes in writing any of Tenant's obligations under this Lease or a new lease or any Sublessee's obligations under a Sublease or new lease or sublease.

Section 18.11 Priority of Multiple Security Interests. If more than one Lender of a particular type desires to exercise any mortgagee protection under this Lease, then the party against whom such mortgagee protection is to be exercised shall be required to recognize the Lender that

desires to exercise such mortgagee protection and whose Leasehold Mortgage is most senior. Priority of Leasehold Mortgages shall be conclusively evidenced by (in order of precedence of application): (i) written agreement (or joint written instructions) by all Lenders; or (ii) a report or certificate of a title insurance company licensed to do business in the State of Florida. Landlord shall not be obligated to determine the relative priorities of any Leasehold Mortgages. For any mortgagee protection that by its nature or under this Lease only one Leasehold Mortgagee can exercise (such as the right to a new lease or sublease), pending the determination of priority, any time period that applies to Leasehold Mortgagees' exercise of such mortgagee protection shall be tolled. All rights and benefits afforded to a Mezzanine Financing Source under this Lease shall also be afforded to any other Mezzanine Financing Sources who are not holding the first lien on the membership interests in a Sublessee, provided that all of the rights of such Mezzanine Financing Sources shall be subject to and subordinate to the holders of more senior Mezzanine Financing. Priority of Mezzanine Financing shall be conclusively evidenced by (in order of precedence of application): (x) written agreement (or joint written instructions) by all Mezzanine Financing Sources; or (y) an appropriate financing statement search under Article 9 of the Uniform Commercial Code (or any successor thereto) or other reasonable evidence of priority for such financing in the State of Florida. Landlord shall not be responsible for establishing the priority of the Mezzanine Financing.

Section 18.12 Further Assurances. Upon written request from Tenant, any Sublessee, any Leasehold Mortgagee (prospective or current), or any Mezzanine Financing Source (prospective or current), Landlord shall promptly, under documentation reasonably satisfactory to the requesting party: (a) agree directly with the applicable Leasehold Mortgagee that it may exercise against Landlord all Leasehold Mortgagee's rights in this Lease and the applicable Sublease; (b) agree directly with the applicable Mezzanine Financing Source that it may exercise against Landlord all Mezzanine Financing Source's rights in this Lease and any applicable Sublease; and (c) amend this Lease and/or provide other assurances as any current or prospective Lender reasonably requests, provided such assurances and/or amendments do not adversely affect Landlord, including reduction of any payment due Landlord or increase of any liability or obligation of Landlord.

Section 18.13 Third Party Beneficiary. All Lenders that have notified Landlord under Section 18.3 shall be deemed to be third party beneficiaries of this Article.

ARTICLE 19

Eminent Domain

Section 19.1 Taking of Entire Premises. If at any time during the Term of this Lease the power of eminent domain shall be exercised by any federal or state sovereign or their proper delegates, by condemnation proceeding (a "Taking"), to acquire the entire Demised Premises, such Taking shall be deemed to have caused this Lease to terminate and expire on the date of such Taking. Tenant's right to recover a portion of the award for a Taking, as hereinafter provided, is limited to the Fair Market Value of the Buildings and other Improvements, plus the value of Tenant's interest in the unexpired term of the leasehold estate created pursuant to this Lease, and in no event shall Tenant be entitled to compensation for any fee interest in the Land. Notwithstanding anything herein contained to the contrary, Landlord shall be entitled to receive

from the condemning authority not less than the appraised value of the Land, subject to the Lease, and as if vacant and assuming no improvements existed on the Demised Premises, at the time of Taking. The balance of the award (if any) for any Taking shall be shared by Landlord and Tenant on a 50-50 basis, unless Landlord is the condemning authority or the beneficiary of a Taking, in which event Tenant shall receive the entire remaining balance of the award. For the purpose of this Article 19, the date of Taking shall be deemed to be either the date on which actual possession of the Demised Premises or a portion thereof, as the case may be, is acquired by any lawful power or authority pursuant to the Taking or the date on which title vests therein, whichever is earlier. All Rent and other payments required to be paid by Tenant under this Lease shall be paid up to the date of such Taking. Tenant and Landlord shall, in all other respects, keep, observe and perform all the terms of this Lease up to the date of such Taking.

Section 19.2 Proceeds of Taking. In the event following any such Taking as aforesaid, this Lease is terminated, or in the event following a Taking of less than the whole of the Demised Premises this Lease is terminated as provided for in Section 19.3 herein, the proceeds of any such Taking (whole or partial) shall be distributed as described in Section 19.1. If the value of the respective interests of Landlord and Tenant shall be determined according to the foregoing provisions of this Article 19 in the proceeding pursuant to which the Demised Premises shall have been taken, the values so determined shall be conclusive upon Landlord and Tenant. If such values shall not have been separately determined in such proceeding, such values shall be fixed by agreement between Landlord and Tenant, or if they are unable to agree, by an apportionment hearing within the condemnation proceeding so that the allocation between the parties is fair and equitable. Lenders shall be entitled to participate in any proceedings in connection with a Taking, and to receive directly from the Taking authority any sums to which they are found to be entitled.

Section 19.3 Partial Taking; Termination of Lease. If, in the event of a Taking of less than the entire Demised Premises, the remaining portion of the Demised Premises not so taken cannot be developed as contemplated herein or adequately restored, repaired or reconstructed so as to constitute a complete architectural unit of substantially the same usefulness, design, construction, and commercial feasibility as immediately before such Taking (as applicable), then Tenant shall have the right, to be exercised by written notice to Landlord within one hundred twenty (120) days after the date of Taking, to terminate this Lease on a date to be specified in said notice, which date shall not be earlier than the date of such Taking, in which case Tenant shall pay and shall satisfy all Rent payments and other payments due and accrued hereunder up to the date of such termination and shall perform all of the obligations of Tenant hereunder to such date, and thereupon this Lease and the Term herein demised shall cease and terminate. Upon such termination Tenant's interest under this Lease in the remainder of the Demised Premises not taken shall be sold in accordance with applicable Laws and Ordinances, and the proceeds of the sale shall be combined with the award given for the partial Taking with the entire amount then being distributed as if a total Taking had occurred. Landlord shall have the option to purchase Tenant's interest under this Lease in the remainder of the Demised Premises at its Fair Market Value for a period of sixty (60) days after the determination of Fair Market Value, which value shall be determined by a mutually acceptable appraiser (or if no one appraiser is agreed upon by the parties, by an appraiser, chosen by two appraisers, one of which will be appointed by each party), within one hundred and fifty (150) days from the date the Lease was terminated. The Fair Market Value specified in the preceding sentence shall be limited to the Fair Market Value of the Buildings and other Improvements, which Fair Market Value shall include the value of Tenant's interest in the

unexpired term of the leasehold estate created pursuant to this Lease, and in no event shall such value include any fee simple interest in the Land. All appraisal costs shall be split equally between Landlord and Tenant. If Landlord fails to purchase, the remainder may be sold.

Section 19.4 Partial Taking; Continuation of Lease. If following a partial Taking this Lease is not terminated as hereinabove provided, then this Lease shall terminate as to the portion of the Demised Premises taken in such condemnation proceedings; and, as to that portion of the Demised Premises not taken Tenant shall proceed at its own cost and expense either to develop and construct the Improvements as contemplated herein or to make an adequate restoration, repair or reconstruction or to rebuild a new Building upon the Phase or other remaining portion of the Demised Premises affected by the Taking (as applicable). In such event, Tenant's share of the award shall be determined in accordance with Section 19.1 herein based on the Phase or other portion of the Demised Premises so taken. Such award to Tenant shall be used by Tenant for its development, construction, reconstruction, repair or rebuilding. Any excess award after such development, construction, reconstruction, repair or rebuilding, may be retained by Tenant. If the part of the award so paid to Tenant is insufficient to pay for such development, construction, restoration, repair or reconstruction, Tenant shall pay the remaining cost thereof, and shall fully pay for all such development, construction, restoration, repair and reconstruction, and complete the same to an architecturally complete structure or improvement free from mechanics' or materialmen's liens and shall at all times save Landlord free and harmless from any and all such liens. In the event the partial Taking results in making it impossible or unfeasible to develop, construct, reconstruct, restore, repair or rebuild a Building or new Building on such Phase, Tenant's share of the award shall be determined in accordance with Section 19.1 herein with respect to the Phase of the Project affected by the Taking. In such event, if Tenant elects not to terminate this Lease, then the Rent shall be partially abated on an equitable basis to be agreed to by Tenant and Landlord, failing which such Rent shall abate in the same manner as partial Rent abatements under Article 16.

Section 19.5 Temporary Taking. If the whole or any part of the Demised Premises or of Tenant's interest under this Lease be taken or condemned by any competent authority for its or their temporary use or occupancy not exceeding one year, Tenant may elect to terminate the remaining Term as to the Project or the portion or Phase thereof so taken, failing which this Lease shall not terminate by reason thereof, and Tenant shall continue to pay, in the manner and at the times herein specified, the full amounts of the Rent and all other charges payable by Tenant hereunder and, except only to the extent that Tenant may be prevented from so doing pursuant to the terms of the order of the condemning authority, to perform and observe all of the other terms, covenants, conditions and all obligations hereof upon the part of Tenant to be performed and observed, as though such Taking had not occurred. In the event of any such temporary Taking, Tenant shall be entitled to receive the entire amount of any award made for such temporary Taking (attributable to the period within the Term of this Lease), other than any portion of Rent which was abated by Landlord pursuant to this Lease (if any), which amount Landlord shall be entitled to claim from the Taking authority, whether paid by way of damages, rent or otherwise. Tenant covenants that, upon the termination of any such period of temporary Taking, prior to the expiration of the Term of this Lease, it will, at its sole cost and expense, restore the Demised Premises, as nearly as may be reasonably possible, to the condition in which the same were immediately prior to such Taking, provided that the Taking authority compensates Tenant for such restoration.

Section 19.6 Additional Takings. In case of a second, or any additional partial Taking or Takings from time to time, the provisions hereinabove contained shall apply to each such partial Taking. In the event any federal or state sovereign or their proper delegates with the power of eminent domain appropriates or condemns all or a portion of the Demised Premises, and Landlord is a beneficiary of such Taking, the award shall be divided in accordance with the provisions of this Article 19. In either event, in accordance with the provisions hereof, Tenant shall restore, repair, or reconstruct any portion of the Demised Premises not taken; provided that if the award so paid to Tenant shall be insufficient to fully pay for such restoration, repair or reconstruction, Tenant shall have the option of:

(a) Repairing at its expense, in which event the provisions of Section 19.4 herein shall control, or

(b) Terminating the Lease (in whole or in part as to the affected Phase or portion of the Demised Premises) in which event the provisions of Section 19.3 (as to the termination of this Lease) or Section 19.4 (as to a partial termination of this Lease), as applicable, herein shall control.

Section 19.7 Inverse Condemnation or Other Damages. In the event of damage to the value of the Demised Premises by reason of change of grade, access rights, street alignments or any other governmental or quasi-governmental act (not involving Landlord) which constitutes an inverse condemnation of any portion of the Demised Premises creating a right to full compensation for such portion, then Landlord and Tenant shall each be entitled to claim and receive from the net payment or award made on account thereof, the compensation for their respective estates and interests as set forth in Section 19.1.

Section 19.8 Involuntary Conversion. In the event any Taking or other like proceeding or threat or imminence thereof shall occur as provided for hereinabove or otherwise, Landlord and Tenant agree to cooperate with each other in order to provide proper evidence of communication of the proceeding or threat or imminence thereof (including evidence of like Takings under Section 19.7) to the Internal Revenue Service for purposes of determining whether property has been voluntarily or involuntarily converted within the meaning of the Internal Revenue Code.

Section 19.9 Condemnation of Fee Interest. Notwithstanding anything in Article 19 to the contrary, Landlord hereby covenants and agrees with Tenant that (i) it will not agree to any Taking by any party without the consent of Tenant which may be withheld in Tenant's sole discretion, (ii) it will contest such Taking, and (iii) it will, as part of its defense against a Taking, avail itself of the defense, if available, that one entity with condemnation powers cannot condemn the property of another entity with similar powers. If, notwithstanding the foregoing efforts by Landlord, Landlord is unable to prevent or preclude any Taking, then Landlord will cooperate with Tenant and in good faith and with reasonable diligence to minimize the effect of the Taking on Tenant's ability to develop, construct, reconstruct, restore, repair or rebuild the Project or any Phase as contemplated in this Lease.

ARTICLE 20

Default by Tenant or Landlord

Section 20.1 Events of Default of Tenant. The following acts shall be considered events of default of Tenant (herein deemed "Events of Default of Tenant"):

(a) Tenant fails to pay on time any Rent or other monies due and payable to Landlord under this Lease when and as the same shall become due and payable, and such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant, with copies thereof to each Lender who shall have notified Landlord of its name, address and interest prior to such notice and any Major Sublessee; or

(b) Tenant fails to keep, observe and/or perform any of the other terms contained in this Lease that are the responsibility of Tenant, excepting the obligation to pay Rent or other monies due Landlord, and such default shall continue for a period of sixty (60) days after written notice thereof from Landlord to Tenant setting forth with reasonable specificity the nature of the alleged breach, with copies thereof to each Lender who shall have notified Landlord of its name, address and interest prior to such notice and any Major Sublessee; or in the case of such default or contingency which cannot with due diligence and in good faith be cured within sixty (60) days, Tenant fails within said sixty (60) day period to proceed promptly and with due diligence and in good faith to begin curing said default and thereafter, fails to pursue such cure with reasonable diligence and cure said default within a reasonable period of time given the nature of said default; or

(c) Tenant fails to construct the Station Improvements that are the responsibility of Tenant in accordance with the terms and conditions of the Improvement Agreement and such failure is not cured within the notice and time periods set forth in the Improvement Agreement; provided, however, that upon Completion of Construction of the Station Improvements required of Tenant with respect to any Phase of the Project under the Improvement Agreement (and as indicated on Schedule 2.1 to the Improvement Agreement), the cross-default under this Section 20.1(c) shall be deemed deleted from this Lease automatically and of no further force or effect with respect to such Phase of the Project.

Section 20.2 Failure to Cure Default by Tenant.

(a) If an Event of Default by Tenant shall occur, Landlord, at any time after the periods set forth in Section 20.1 and provided Tenant has failed to cure such Event of Default within such applicable period, shall give written notice to Tenant and to any Lender who has notified Landlord in accordance with Section 18.3 and any Major Sublessee, specifying such Event(s) of Default by Tenant and stating that this Lease and the term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least (i) thirty (30) days after the giving of such notice with respect to an Event of Default relating to any Phase where Commencement of Construction has not occurred, and (ii) ninety (90) days after the giving of such notice with respect to an Event of Default relating to any Phase where Commencement of Construction has occurred, during which time Tenant and/or any Lender or Major Sublessee shall have the right to cure such default. Upon the date specified in such notice, if the Event of Default has not been cured, then, subject, however, to the provisions of Section 18.6, Section 20.3 and the terms of any applicable recognition and non-disturbance agreement, this Lease and the Term hereby

demised and all rights of Tenant under this Lease, shall expire and terminate; provided, however, that if the Event of Default is specific to a single or specific Phase or Phases of the Project, and the Event of Default has not been cured within the applicable notice and cure periods hereunder, this Lease shall terminate as to the affected Phase or Phases only and any other Phase where Commencement of Construction has not occurred, but not with respect to any other Phases or portion of the Demised Premises; it being agreed that this Lease and Landlord's obligations hereunder shall remain in full force and effect with respect to such other Phases or portions of the Demised Premises.

(b) If an Event of Default of Tenant shall occur and the rights of Lenders or Major Sublessees shall not have been exercised as provided within this Lease, then Landlord, at any time after the periods for exercise of rights as set forth under Section 20.1, 20.2 and 20.3 herein, shall have the following rights and remedies which are cumulative:

(i) In addition to any and all other remedies in law or in equity that Landlord may have against Tenant, Landlord shall be entitled to sue Tenant for all damages (as limited by Section 15.2), costs and expenses arising from Tenant's committing an Event of Default hereunder and to recover all such damages, costs and expenses, including reasonable attorneys' fees at both trial and appellate levels;

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

(iii) to terminate any and all obligations that Landlord may have under this Lease, in which event Landlord shall be released and relieved from any and all liability under this Lease; provided, however, that (x) if the Event of Default is specific to a single or specific Phase or Phases of the Project, and the Event of Default has not been cured within the applicable notice and cure periods hereunder, Landlord's obligations under this Lease shall terminate as to the affected Phase or Phases only and any other Phase where Commencement of Construction has not occurred, but not with respect to any other Phases or portion of the Demised Premises (it being agreed that this Lease and Landlord's obligations hereunder shall remain in full force and effect with respect to such other Phases or portions of the Demised Premises), and (y) the remedy under this provision may be exercised only in conjunction with a termination or partial termination of this Lease in accordance with this Section 20.2; and

(iv) if this Lease has been terminated with respect to the Demised Premises or any portion thereof, to commence an action for eviction against Tenant from the Demised Premises or applicable portion thereof.

Section 20.3 Lender/Sublessee Right to Cure Default.

(a) Notwithstanding the time allowed to cure an Event of Default of Tenant under Section 20.2(a), a Major Sublessee shall have the right, but not the obligation, for an additional period of thirty (30) days following the expiration of the cure periods under

Section 20.2(a), to cure any monetary or non-monetary Event of Default of Tenant, but if such non-monetary Event of Default cannot be cured within such 30-day period, then such Major Sublessee shall have an additional period of time as may be reasonable under the circumstances to cure, provided that it has commenced such cure within the initial thirty (30) day period and thereafter pursues such cure with reasonable diligence to completion.

(b) For so long as any Mortgage encumbers the Demised Premises (or any portion thereof), or, as applicable, a Mezzanine Financing Source holds an equity interest (directly or indirectly), or is secured by a pledge of ownership interests, in a Major Sublessee, then, notwithstanding the time allowed to cure an Event of Default of Tenant under Section 20.2(a), Lender shall have the right, but not the obligation, for an additional period of thirty (30) days following the expiration of the cure periods under Section 20.2(a), to cure any monetary or non-monetary Event of Default of Tenant, but if such non-monetary Event of Default cannot be cured within such 30-day period, then Lender shall have an additional period of time as may be reasonable under the circumstances to cure, provided that it has commenced such cure within the initial thirty (30) day period and thereafter pursues such cure with commercially reasonable diligence to completion.

(c) Notwithstanding the provisions of this Lease to the contrary, no Event of Default of Tenant will be deemed to exist as to a Lender or Major Sublessee (and Landlord shall not be permitted to terminate this Lease due to an Event of Default of Tenant) as long as such Lender or Sublessee, in good faith, either promptly commences to cure such Event of Default and prosecute the same to completion in accordance with Section 20.3(a) or (b) above (as applicable). Any Events of Default of Tenant that cannot commercially reasonably be cured by a Lender or Major Sublessee (e.g., defaults that are personal to Tenant, such as the failure to comply with any vendor registration requirements or a Tenant bankruptcy) shall be permanently waived, including, any interest, penalties and late fees or charges due to Landlord as a result of such Events of Default.

(d) Any penalties, interest and late payment fees or charges due to Landlord pursuant to this Lease as a result of any Event of Default of Tenant shall not commence to accrue and be due from any Lender or Major Sublessee who has commenced and is proceeding to cure any such Events of Defaults (other than any defaults not susceptible of being cured by Mortgagee or Mezzanine Financing Source, which shall be subject to the last sentence of Section 20.3(c)above) until the expiration of the applicable cure, grace or other periods provided to such parties to cure such Events of Defaults in this Article and Article 18.

Section 20.4 Surrender of Demised Premises. Upon any expiration or termination of the Term in accordance with the terms and conditions of this Lease, Tenant and all Sublessees shall quit and peacefully surrender the Demised Premises to Landlord free and clear of any encumbrances created by Tenant without Landlord's consent, except as provided or permitted hereunder or under any non-disturbance agreement provided by Landlord to any Sublessee and subject to the rights of Lenders under this Lease. Upon any expiration or termination of this Lease, all rights and interest of Tenant in and to the Demised Premised and Improvements thereon shall cease and terminate, and the Landlord, in addition to any other rights and remedies it may have,

shall retain all sums paid to Landlord by Tenant under this Lease. Nothing herein shall be construed to relieve Tenant from any liability or damages arising from actions or omissions of Tenant occurring, or agreements, covenants and obligations required to be performed by Tenant, prior to the date of such surrender of the Demised Premises.

Section 20.5 Rights of Landlord After Termination. Landlord shall in no way be responsible or liable for any failure to relet the Demised Premises or any part thereof, or for any failure to collect any rent due for any such reletting, provided that Landlord acts reasonably and in good faith to mitigate its damages.

Section 20.6 No Waiver by Landlord. No failure by Landlord to insist upon the strict performance of any of the terms of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Landlord of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any of the terms of this Lease. None of the terms of this Lease to be kept, observed or performed by Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each of the terms of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant, term or conditions.

Section 20.7 Events of Default of Landlord. The provisions of Section 20.8 shall apply if any of the following “Events of Default of Landlord” shall happen: if Landlord fails to keep, observe and/or perform any of the duties or obligations imposed upon Landlord pursuant to the terms of this Lease and such default shall continue for a period of sixty (60) days after written notice thereof from Tenant to Landlord setting forth with reasonable specificity the nature of the alleged breach; or, in the case of any such default or contingency which cannot, with due diligence and in good faith, be cured within sixty (60) days, Landlord fails within said sixty (60) day period to proceed promptly after such notice and with due diligence and in good faith to cure said Event of Default.

Section 20.8 Failure to Cure Default by Landlord. If an Event of Default of Landlord shall occur, Tenant, at any time after the period set forth in Section 20.7, shall have the following rights and remedies which are cumulative:

(a) In addition to any and all other remedies, in law or in equity, that Tenant may have against Landlord, Tenant shall be entitled to sue Landlord for all damages (as limited by Section 15.1 above), costs and expenses arising from Landlord’s committing an Event of Default hereunder and to recover all such damages, costs and expenses, including reasonable attorneys’ fees at both trial and appellate levels.

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

(c) To terminate any and all obligations that Tenant may have under this Lease with respect to the Project as a whole or any particular Phase(s), in which event Tenant shall be released and relieved from any and all liability under this Lease as a whole or with respect to such particular Phase(s) and shall surrender possession of the Demised Premises or applicable portion thereof to Landlord.

Section 20.9 No Waiver by Tenant. Failure by Tenant to insist upon the strict performance of any of the terms of this Lease or to exercise any right or remedy upon a breach thereof, shall not constitute a waiver of any such breach or of any of the terms of this Lease. None of the terms of this Lease to be kept, observed or performed by Landlord, and no breach thereof, shall be waived, altered or modified except by written instrument executed by Tenant. No waiver of any default of Landlord hereunder shall be implied from any omission by Tenant to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

ARTICLE 21

Notices

Section 21.1 Addresses. All notices, demands or requests by Landlord to Tenant shall be in writing and shall be deemed to have been properly served or given, if addressed to Tenant as follows:

Tenant: c/o St. James AME Church
1845 NW 65th Street
Miami, Florida
Attention: Rev. Jimmie L. Williams

With a copy to: EH Development LLC
4143 SW 74 Ct, Suite B
Miami, FL 33155
Attention: Mr. Alain Lantigua

And to: Greenspoon Marder, LLP
600 Brickell Ave., Suite 3600
Miami, FL 33131
Attention: Olga M. Vieira

And to: Greenberg Traurig, P.A.
333 SE 2nd Avenue, Suite 4400
Miami, FL 33131

Attention: Ryan Bailine
Attention: Nancy B. Lash

and to such other address and to the attention of such other party as Tenant may, from time to time, designate by written notice to Landlord. If Tenant at any time during the term hereof changes its office address as herein stated, Tenant will promptly give notice of same in writing to Landlord. The Leasehold Mortgagee, Sublessee or Mezzanine Financing Source shall be deemed to have been properly served or given notice if such notice is in writing addressed to such party at the address furnished pursuant to the provisions of Section 17.4 and Section 18.3 above. All notices, demands or requests by Tenant or by a Leasehold Mortgagee, Sublessee or Mezzanine Financing Source to Landlord shall be in writing and shall be deemed to have been properly served or given if addressed to the DTPW's Director, or DTPW's Designated Representative, 701 N.W. 1st Court, 17th Floor, Miami, Florida, 33136 and to Department of Transportation and Public Works, Assistant Director of Engineering, Planning and Development, 701 N.W. 1st Court, 17th Floor, Miami, Florida, 33136, and to such other addresses and to the attention of such other parties as Landlord may, from time to time, designate by written notice to Tenant. If Landlord at any time during the term hereof changes its office address as herein stated, Landlord will promptly give notice of same in writing to Tenant and any then-existing Leasehold Mortgage, Sublessee and Mezzanine Financing Source.

Section 21.2 Method of Transmitting Notice. All such notices, demands or requests (a "Notice") shall be sent by: (i) United States registered or certified mail, return receipt requested, (ii) hand delivery, (iii) nationally recognized overnight courier, or (iv) electronic transmission, provided the electronic transmission confirms receipt of the transmission and the original of the Notice is sent by one of the foregoing means of transmitting Notice within twenty-four (24) hours of the electronic transmission. All postage or other charges incurred for transmitting of Notices shall be paid by the party sending same. Such Notices shall be deemed served or given on (i) the date received, (ii) the date delivery of such Notice was refused or unclaimed, or (iii) the date noted on the return receipt or delivery receipt as the date delivery thereof was determined impossible to accomplish because of an unnoticed change of address.

ARTICLE 22

Quiet Enjoyment

Tenant, upon paying all Rent as provided for and performing in accordance with the terms, agreements, and provisions of this Lease, shall peaceably and quietly have, hold and enjoy the Demised Premises during the term of this Lease without interruption, disturbance, hindrance or molestation by Landlord or by anyone claiming by, through or under Landlord.

ARTICLE 23

Certificates by Landlord and Tenant

Section 23.1 Tenant Certificates. Tenant agrees at any time and from time to time, upon not less than twenty (20) days' prior written notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing (a) setting forth the rents, payments and other monies then payable under the Lease, if then known; (b) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modification), and if this Lease is not in full force and effect the certificate shall so state the reasons why; (c) certifying that this Lease as modified represents the entire agreement between the parties as to this leasing or, if it does not, the certificate shall so state why; (d) stating the dates to which the rents, payments and other monies have been paid; (e) stating the dates on which the Term commenced and is scheduled to terminate; and (f) stating (to the best of Tenant's knowledge) whether or not Landlord is in default in keeping, observing or performing any of the terms of this Lease; and, if in default, specifying each such default (limited to those defaults of which Tenant has knowledge). It is intended that any such statement delivered pursuant to this Section 23.1 may be relied upon by Landlord or any prospective assignee, transferee or purchaser of the fee, but reliance on such certificate shall not extend to any default of Landlord as to which Tenant shall have no actual knowledge.

Section 23.2 Landlord Certificates. Landlord agrees at any time and from time to time, upon not less than twenty (20) days' prior written notice by Tenant or by a Leasehold Mortgagee, Sublessee or Mezzanine Financing Source to furnish a statement in writing, in substantially the form attached hereto as Schedule 23.2 (a) setting forth the rents, payments and other monies then payable under the Lease, if then known; (b) certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the Lease is in full force and effect as modified and stating the modifications); and if this Lease is not in full force and effect the certificate shall so state the reasons why; (c) certifying that this Lease as modified represents the entire agreement between the parties as to this leasing or, if it does not, the certificate shall so state why; (d) stating the dates to which rents, payments and other monies have been paid; (e) stating the dates on which the Term commenced and is scheduled to terminate; and (f) stating whether or not (to the best of Landlord's knowledge) Tenant is in default in keeping, observing and performing any of the terms of this Lease, and, if Tenant shall be in default, specifying each such default of which Landlord may have knowledge. It is intended that any such statement delivered pursuant to this Section 23.2 may be relied upon by any prospective assignee, transferee or purchaser of Tenant's interest in this Lease, any prospective Sublessee or any Leasehold Mortgagee, Mezzanine Financing Source or any assignee thereof, but reliance on such certificate may not extend to any default of Tenant as to which Landlord shall have had no actual knowledge.

ARTICLE 24

Construction of Terms and Miscellaneous

Section 24.1 Severability. If any provisions of this Lease or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

Section 24.2 Captions. The Article headings and captions of this Lease and the Table of Contents preceding this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease. All references to Sections and Articles mean the Sections and Articles in this Lease unless another agreement is expressly referenced.

Section 24.3 Relationship of Parties. This Lease does not create the relationship of principal and agent or of mortgagee and mortgagor or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of Landlord and Tenant or lessor and lessee.

Section 24.4 Recording. Prior to the Commencement of Construction of the Project or any portion thereof, a Memorandum of this Lease in the form attached hereto as Schedule 24.4, or at Tenant's behest, a full copy hereof, shall be recorded among the Public Records of Miami-Dade County, Florida, at the sole cost of Tenant, to give record notice of the existence of this Lease and all or certain terms set forth herein. Upon termination or expiration of this Lease, Tenant and Landlord agree to execute a countersigned notice in recordable form to evidence that this Lease has terminated or expired, which notice shall be recorded by Tenant, at Tenant's expense.

Section 24.5 Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Lease was negotiated and drafted at arms' length so that the judicial rule of construction to the effect that a legal document shall be construed against the drafters shall be inapplicable to this Lease which has been drafted by counsel for both Landlord and Tenant.

Section 24.6 Consents. Whenever in this Lease the consent or approval of Landlord or Tenant is required, such consent or approval shall be made by the County Mayor or County Mayor's designee (on behalf of Landlord) and any duly authorized officer or representative of Tenant (on behalf of Tenant) and:

- (a) shall not be unreasonably or arbitrarily withheld, conditioned, or delayed unless specifically provided to the contrary, and shall not require a fee from the party requesting same;
- (b) shall not be effective unless it is in writing; and
- (c) shall apply only to the specific act or transaction so approved or consented to and shall not relieve Tenant or Landlord, as applicable, of the obligation of obtaining the other's prior written consent or approval to any future similar act or transaction.

Section 24.7 Entire Agreement. This Lease contains the entire agreement between the parties hereto and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto, provided that amendments extending the time for performance of any obligation of Tenant by no more than twelve (12) months, and any extensions of the Review Period by no more than six (6) months in the aggregate, may be executed or granted by the County Mayor or the County Mayor's designee on behalf of Landlord.

Section 24.8 Successors and Assigns. The terms herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns (including Leasehold Mortgagees and Sublessees as appropriate and applicable), except as may be otherwise provided herein.

Section 24.9 Station and System Plans. Landlord agrees, at the request of Tenant, to make available to Tenant, subject to necessary background checks or clearances, for inspection all plans, specifications, working drawings and engineering data in the possession of Landlord, or available to it, relating to the Station, the System and other facilities of Landlord in Miami-Dade County, it being understood and agreed that Tenant will reimburse Landlord for any duplication costs incurred in connection therewith and Landlord assumes no responsibility or liability for the information obtained pursuant to this Section.

Section 24.10 Holidays. It is hereby agreed and declared that whenever the day on which a payment due under the terms of this Lease, or the last day on which a response is due to a notice, or the last day of the period for performance or a cure period, falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, such due date, date for performance or cure period expiration date shall be postponed to the next following business day. Any mention in this Lease of a period of days for performance shall mean calendar days.

Section 24.11 Schedules/Exhibits. Each Schedule and Exhibit referred to in this Lease has been initialed by the parties and forms an essential part of this Lease. The Schedules and Exhibits, even if not physically attached, shall be treated as if they were part of the Lease.

Section 24.12 Brokers. Landlord and Tenant hereby represent and agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Lease.

Section 24.13 Protest Payments. If at any time a dispute shall arise as to any amount or sum of money to be paid by Tenant to Landlord under the provisions of this Lease, in addition to the rights set forth in Article 20 herein, Tenant shall have the right to make payment “under protest” and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of Tenant to seek the recovery of such sum, and if it should be adjudged that there was no legal obligation on Tenant to pay such sum or any part thereof, Tenant shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease; and if at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions of this Lease, the party against whom the obligation to perform the work is asserted may perform such work and pay the cost thereof “under protest” and the performance of such work shall in no event be regarded as a voluntary performance and there shall survive the right upon the part of said Tenant and/or Landlord to seek the recovery of the cost of such work, and if it shall be adjudged that there was no legal obligation on the part of said Tenant and/or Landlord to perform the same or any part thereof, said Tenant and/or Landlord shall be entitled to recover the cost of such work or the cost of so much thereof as Tenant or Landlord was not legally required to perform under the provisions of this Lease.

Section 24.14 Radon. In accordance with Florida law, the following disclosure is hereby made:

RADON GAS: Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Section 24.15 Energy-Efficiency Rating Disclosure. In accordance with Florida law, the following disclosure is hereby made:

Tenant may have the Property's energy efficiency rating determined. Tenant acknowledges that it has received from Landlord a copy of The Florida Building Energy-Efficiency Rating System Brochure as provided by the State of Florida Department of Community Affairs.

Section 24.16 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Florida.

Section 24.17 Counterparts. This Lease may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

Section 24.18 Provisions not Merged With Deed. None of the provisions of this Lease, nor the separate estates of Tenant and Landlord, are intended to or shall, in any event, be merged, including by reason of any transfer, whether by operation or law or otherwise, (i) transferring Tenant's leasehold estate in the Demised Premises or its interest in the Project or any part thereof from Tenant to Landlord, or (ii) transferring title to the Demised Premises or any part thereof from Landlord to Tenant, and any such transfer shall not be deemed to affect or impair the provisions and covenants of this Lease. No such merger of estates shall occur unless and until all parties having any interest in this Lease, the leasehold estate created hereby, or the Project (or portion thereof), including all applicable Leasehold Mortgagees, shall join in the execution of a written instrument effecting such merger.

Section 24.19 Exculpation. It is the intent and agreement of the Parties hereto that only the Parties as entities shall be responsible in any way for their respective obligations hereunder, except as otherwise expressly provided herein. In that regard, no officer, director, partner, trustee, representative, investor, official, representative, employee, agent, or attorney of any of the Parties to this Lease shall be personally liable for the performance of any obligation hereunder or for any other claim made hereunder or in any way in connection with this Lease, or any other matters contemplated herein, and any and all such personal liability, either at common law or in equity or by constitution or statute or other Laws and Ordinances are expressly waived and released as a condition of, and as a consideration for, the execution of this Lease.

Section 24.20 Documents Incorporated and Order of Precedence. Landlord and Tenant acknowledge that Tenant submitted the Proposal pursuant to Section 125.38 of the Florida Statutes and Tenant's Proposal was the basis for award of this Lease and upon which Landlord has relied. Tenant's Proposal is set forth in Schedule 24.20. If there is a conflict between or among

the provisions of this Lease and the Proposal, the terms of this Lease shall have precedence over the Proposal.

Section 24.21 Vendor Registration. Tenant, EHD, Major Sublessees and any Sublessee acting as developer or co-developer shall be a registered vendor with the County for the duration of the Lease or construction of the Project, as applicable.

Section 24.22 Time is of the Essence. Time shall be deemed of the essence on the part of the Parties in performing all of the terms and conditions of this Lease.

ARTICLE 25

Representations and Warranties

Section 25.1 Landlord's Representations and Warranties. Landlord hereby represents and warrants to Tenant that:

(a) It has full power and authority to enter into this Lease and perform in accordance with its terms and provisions and that the parties signing this Lease on behalf of Landlord have the authority to bind Landlord and to enter into this transaction and Landlord has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Lease.

(b) Landlord is the fee simple owner of the Demised Premises and Landlord will deliver the leasehold hereunder and exclusive possession of the Land and Demised Premises to Tenant free and clear of any and all tenancies and occupancies of every nature whatsoever, whether by Miami-Dade County or otherwise, and also free and clear of any violations by Miami-Dade County of Laws and Ordinances, except as may be agreed by Tenant in writing, and subject only to the rights reserved herein to Landlord.

(c) Subject to Section 3.6, Landlord will endeavor to continue transit service to and from the Station on a daily basis. The parties acknowledge that service disruptions occur occasionally and such disruptions shall not be considered termination of service under this Lease. If the Station is damaged or destroyed and as a result trains cannot stop thereat, the foregoing sentence shall not apply during the period of repair and rebuilding done in accordance with Section 16.2.

(d) Tenant acknowledges that in accordance with Florida Statutes Section 125.411(3) (1990) Landlord does not warrant the title or represent any state of facts concerning the title to the Demised Premises, except as specifically stated in this Lease.

Section 25.2 Tenant's Representations and Warranties. Tenant hereby represents and warrants to Landlord that it has full power and authority to enter into this Lease and perform in accordance with its terms and provisions and that the parties signing this Lease on behalf of Tenant have the authority to bind Tenant and to enter into this transaction and Tenant has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Lease.

ARTICLE 26

Compliance With Federal Regulations

Tenant shall comply with the following statutes, rules, regulations and orders (as amended from time to time) to the extent that these are made applicable by virtue of the grant to Landlord under the Urban Mass Transportation Act of capital grant for the Metrorail System, including but not limited to:

- (a) requirements found in Title VI of the Civil Rights Act of 1964;
- (b) requirements found in 49 CFR Part 23.7 regarding nondiscrimination based on race, color, national origin or sex;
- (c) requirements found in 49 CFR Parts 27.7 and 27.9 regarding non-discrimination based on disability and complying with the Americans With Disabilities Act with regard to any improvements constructed; and
- (d) the Federal Transit Administration Master Agreement, Section 3, Subparagraphs (a)(1), (a)(2), and (b) thereof relating to conflicts of interests and debarment.

ARTICLE 27

Non-Discrimination

During the Term of this Lease and the performance of Tenant's obligations hereunder, Tenant agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training. By entering into this Lease, Tenant attests that it is not in violation of the Americans with Disabilities Act of 1990 or Miami-Dade County Resolution No. R-385-95.

ARTICLE 28

Dispute Resolution

Section 28.1 Arbitration. Any dispute between Landlord and Tenant relating to the matters addressed in Article 4 or which otherwise is expressly stated to be resolved in arbitration pursuant to the terms of this Lease, shall be referred to and exclusively and finally settled by binding arbitration, conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (or similar successor rules thereto), and shall not be subject to judicial review. The place of arbitration shall be Miami, Florida. In the event that any party calls

for a determination in arbitration pursuant to the terms of this Lease, the Parties shall have a period of ten (10) business days from the date of such request to mutually agree on one arbitrator who, at a minimum, must be an attorney with at least fifteen (15) years of experience practicing real estate construction law (with significant experience in development projects and related litigation) in Miami-Dade County, Florida. If the parties fail to agree, each Party shall have an additional ten (10) business days to select an individual meeting the same minimum qualifications set forth above, and the two (2) arbitrators selected shall select an arbitrator to be the arbitrator for the dispute in question. If any party fails to make its respective selection of an arbitrator within the additional 10-business day period provided for above, then the remaining party's selection shall select the arbitrator. The arbitrator shall decide the issues submitted to him/her in accordance with (a) the language, commercial purpose and restrictions contained in this Lease (including exhibits hereto, if any) and (b) what is just and equitable under the circumstances, provided that all substantive issues shall be determined under the laws of the State of Florida. With respect to any arbitration proceeding hereunder, the following provisions shall apply: (i) the parties shall cooperate with one another in the production and discovery of requested documents, and in the submission and presentation of arguments to the arbitrator at the earliest practicable date; (ii) the arbitrator conducting any arbitration shall be bound by the provisions of this Lease and shall not have the power to add to, subtract from or otherwise modify such provisions; and (iii) each party shall be responsible for its own costs and expenses incurred in the arbitration, including attorneys' fees, but the costs of the presiding arbitrator and the arbitration itself shall be shared equally by the Parties. Arbitration of any dispute hereunder shall be conducted on an expedited basis under the "Expedited Procedures" of the Commercial Arbitration Rules to the fullest extent possible.

Section 28.2 Expert Resolution Process. If a dispute arises between the Parties as to whether a condition or event constitutes an Unavoidable Delay, the duration of the Unavoidable Delay, or with respect to changes in the use or operation of the Station under Section 3.6, the dispute shall be resolved in accordance with the terms of this Section 28.2. The Parties shall have a period of ten (10) days from the request of either Party to mutually agree on one expert, who, at a minimum, must have at least fifteen (15) years of relevant experience in the subject matter that forms the basis of the dispute, to resolve such dispute. If the Parties fail to agree on an expert, each Party shall have an additional ten (10) business days to select an individual meeting the same minimum qualifications set forth above, and the two (2) experts selected shall select a third expert meeting the above minimum qualification requirements who shall be the sole expert hereunder to resolve the dispute. If any Party fails to make its respective selection of an expert within the additional 10-day period provided for above, then the other Party's selection shall be the expert to resolve the dispute. Also, if the two (2) experts selected by the Parties fail to select the third expert within a period of ten (10) business days following their selection, then the expert shall be appointed by the American Arbitration Association in Miami-Dade County, Florida. The selected or appointed expert shall have the right to meet with the Parties and discuss the dispute, and the Parties shall cooperate with each other and the expert in such endeavor. Once the expert has been selected or appointed in accordance with this provision, the expert shall render a decision on the dispute within a period of thirty (30) days. Each party shall be responsible for its own costs and expenses incurred in the expert dispute resolution process hereunder, including attorneys' fees, but the costs of the expert shall be shared equally by the Parties. Each Party shall have the right to bring an action in any court of competent jurisdiction to enforce the expert's decision.

Section 28.3 Other Disputes. Except to the extent this Lease expressly provides that certain matters are to be resolved by arbitration or the expert resolution process, and except as the Parties may otherwise mutually agree, disputes between the Parties under this Lease shall be resolved by litigation and trial by jury.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

LANDLORD

Signed in the presence of the following
witnesses:

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

BY ITS BOARD OF COUNTY
COMMISSIONERS

Print Name: _____

By: _____

Name: _____

Title: County Mayor or his designee

Print Name: _____

ATTEST:

By: _____
Harvey Ruvin, Clerk

Approved as to form and legal sufficiency

Name: _____

Title: _____

TENANT

Signed in the presence of the following witnesses:

ST. JAMES COMMUNITY DEVELOPMENT CORPORATION OF MIAMI, INC., a Florida non-profit corporation


Print Name: Alvin Canty


Print Name: Lourdes Salas

By: 
Name: Jimmie L. Williams III
Title: President

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of June, 2020, by Jimmie L. Williams III as President of St. James Community Development Corporation of Miami, Inc., a Florida non-profit corporation.

Personally Known X OR Produced Identification _____

Type of Identification Produced: _____


Notary Public, State of Florida at Large

Print or Stamp Name

Commission No.: _____

My Commission Expires: _____



CAROLE BROWN
MY COMMISSION # GG 049478
EXPIRES: March 21, 2021
Bonded thru Budget Notary Services

EXHIBIT A
Description of Overall Land

A PORTION OF LAND LYING WITHIN ROCKAWAY ADDITION NO 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 26, PAGE 35, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; LYING WITHIN BLOCK 2, BLOCK 3, THE RIGHT-OF-WAY OF NW 19TH AVENUE, AND THE RIGHT-OF-WAY OF NW 20TH AVENUE, OF PLAIN VIEW, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 80, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND LYING WITHIN BLOCK 1, BLOCK 2, THE RIGHT OF WAY OF MINNESOTA AVENUE, THE RIGHT OF WAY OF MICHIGAN AVENUE, ALLEY WAY WITHIN BLOCK 1 AND ALLEY WAY WITHIN BLOCK 2 OF GARDEN CITY ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 73, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCE AT THE POINT OF INTERSECTION OF THE CENTERLINE OF NW 41ST STREET AND THE CENTERLINE OF NW 19TH AVENUE, BEING THE NE CORNER OF THE SW 1/4 OF THE SE 1/4 OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 41 EAST, AS SHOWN ON SAID PLAT OF PLAIN VIEW; THENCE S87°48'07"W ON AN ASSUMED BEARING ALONG THE CENTERLINE OF NW 41ST STREET AS SHOWN ON SAID PLAT OF PLAIN VIEW FOR A DISTANCE OF 62.56 FEET; THENCE S02°11'53"E PERPENDICULAR TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID NW 41ST STREET AS SHOWN ON SAID PLAT OF PLAIN VIEW AND THE POINT OF BEGINNING OF SAID MAINTENANCE AREA EASEMENT; THENCE S48°23'41"E FOR 302.88' FEET TO A POINT ON THE EXISTING NORTH FACE OF THE MIAMI-DADE METRO RAIL TRAIN TRACT OVERHANG; (THE NEXT FOUR COURSES ARE ALONG SAID NORTH FACE OF MIAMI-DADE METRO RAIL TRAIN TRACT OVERHANG) THENCE S89°09'05"W. FOR A DISTANCE OF 43.27 FEET; THENCE S89°45'58"W FOR A DISTANCE OF 172.90 FEET; THENCE S88°23'36"W FOR A DISTANCE OF 162.98 FEET; THENCE S88°17'23"W FOR 1065.53 FEET TO A POINT ON A LINE 50 FEET EAST AND PARALLEL TO THE CENTER LINE OF NW 22ND AVENUE (PENNSYLVANIA AVENUE AS SHOWN ON SAID PLAT OF GARDEN CITY); THENCE N02°36'17"W ALONG SAID LINE PARALLEL TO AND 50 FEET EAST OF THE CENTER LINE OF SAID NW 22ND AVENUE FOR 191.95 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID NW 41ST STREET (ORANGE RIDGE DRIVE AS SHOWN ON SAID PLAT OF GARDEN CITY); THENCE N87°48'07"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF NW 41ST STREET FOR 1227.30 TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 264,053 SQUARE FEET MORE OR LESS.AND 6.06 ACRES MORE OR LESS.

LYING AND BEING WITHIN THE SE 1/4 OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 41 EAST, IN MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT A-1

Description of Land

PARCEL A:
A PORTION OF LAND LYING WITHIN BLOCK 2, BLOCK 3 AND PORTION OF RIGHT OF WAY OF NW 20th AVENUE AS SHOWN ON PLAIN VIEW, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 80, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE CENTERLINE OF NW 41st STREET AND THE CENTERLINE OF NW 19th AVENUE, BEING THE NE CORNER OF THE SW 1/4 OF THE SE 1/4 OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 41 EAST, AS SHOWN ON SAID PLAT OF PLAIN VIEW; THENCE S87°48'07"W ON AN ASSUMED BEARING ALONG THE CENTERLINE OF NW 41st STREET AS SHOWN ON SAID PLAT OF PLAIN VIEW FOR A DISTANCE OF 447.03 FEET; THENCE S02°11'53"E PERPENDICULAR TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 95.66 FEET TO THE POINT OF BEGINNING OF PARCEL A; THENCE S01°36'53"E FOR A DISTANCE OF 116.52 FEET; THENCE S88°23'07"W FOR A DISTANCE OF 188.54 FEET; THENCE N01°36'53"W FOR A DISTANCE OF 116.52 FEET; THENCE N88°23'07"E FOR A DISTANCE OF 188.54 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 21,969 SQUARE FEET MORE OR LESS.

LYING AND BEING WITHIN THE SE 1/4 OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 41 EAST, IN MIAMI-DADE COUNTY, FLORIDA.

PARCEL B:
A PORTION OF LAND LYING WITHIN BLOCK 2 OF PLAIN VIEW, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 80, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING APPROXIMATELY 21,674 SQUARE FEET MORE OR LESS.

LYING AND BEING WITHIN THE SE 1/4 OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 41 EAST, IN MIAMI-DADE COUNTY, FLORIDA.

PARCEL C:
A PORTION OF LAND LYING WITHIN BLOCK 2 OF PLAIN VIEW, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 80, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING APPROXIMATELY 21,530 SQUARE FEET MORE OR LESS.

LYING AND BEING WITHIN THE SE 1/4 OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 41 EAST, IN MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT A-2

Description of Station Land

A PORTION OF LAND LYING WITHIN ROCKAWAY ADDITION NO 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 26, PAGE 35, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; LYING WITHIN BLOCK 2, BLOCK 3, THE RIGHT-OF-WAY OF NW 19TH AVENUE, AND THE RIGHT-OF-WAY OF NW 20TH AVENUE, OF PLAIN VIEW, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 80, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND LYING WITHIN BLOCK 1, BLOCK 2, THE RIGHT OF WAY OF MINNESOTA AVENUE, THE RIGHT OF WAY OF MICHIGAN AVENUE, ALLEY WAY WITHIN BLOCK 1 AND ALLEY WAY WITHIN BLOCK 2 OF GARDEN CITY ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 73, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

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CONTAINING APPROXIMATELY 264,053 SQUARE FEET MORE OR LESS AND 6.06 ACRES MORE OR LESS.

LYING AND BEING WITHIN THE SE 1/4 OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 41 EAST, IN MIAMI-DADE COUNTY, FLORIDA,

LESS THE FOLLOWING PARCELS OF LAND:

PARCEL A:
A PORTION OF LAND LYING WITHIN BLOCK 2, BLOCK 3 AND PORTION OF RIGHT OF WAY OF NW 20th AVENUE AS SHOWN ON PLAIN VIEW, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 80, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING APPROXIMATELY 21,969 SQUARE FEET MORE OR LESS.

LYING AND BEING WITHIN THE SE 1/4 OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 41 EAST, IN MIAMI-DADE COUNTY, FLORIDA.

PARCEL B:

A PORTION OF LAND LYING WITHIN BLOCK 2 OF PLAIN VIEW, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 80, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING APPROXIMATELY 21,674 SQUARE FEET MORE OR LESS.

LYING AND BEING WITHIN THE SE 1/4 OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 41 EAST, IN MIAMI-DADE COUNTY, FLORIDA.

PARCEL C:

A PORTION OF LAND LYING WITHIN BLOCK 2 OF PLAIN VIEW, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 80, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING APPROXIMATELY 21,530 SQUARE FEET MORE OR LESS.

LYING AND BEING WITHIN THE SE 1/4 OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 41 EAST, IN MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT A-3

Depiction of Existing Improvements

[see attached]

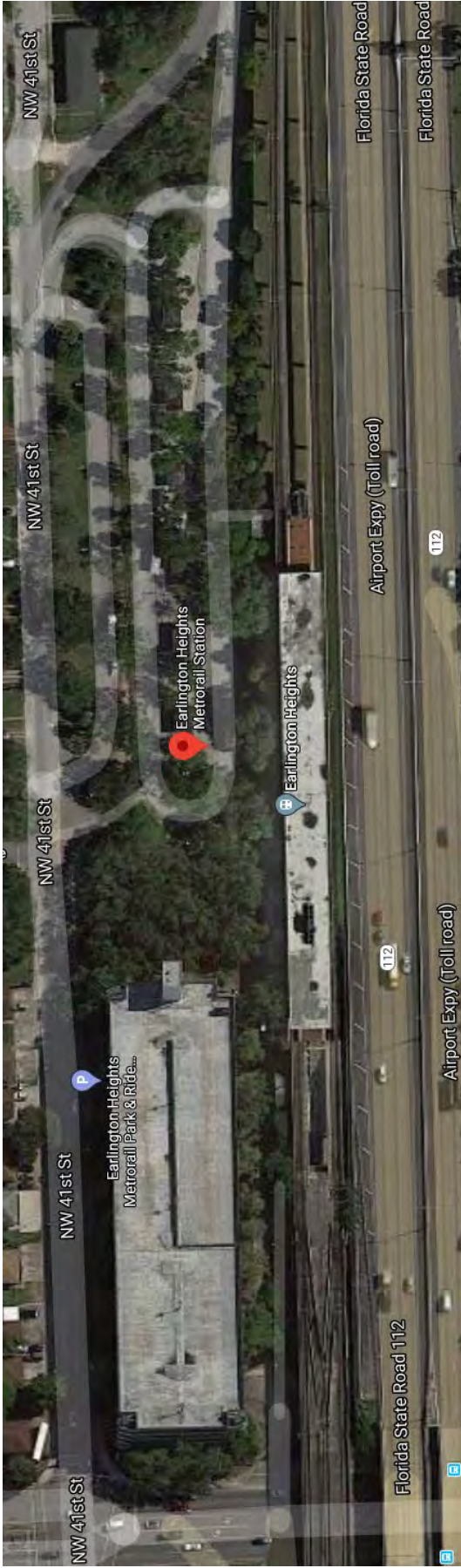


EXHIBIT A-4

Depiction of Landlord Maintenance Areas and Tenant Maintenance Areas

[see attached]

EXHIBIT B

Form of Improvement Agreement

(see attached)

SCHEDULE 1.3

Confirmation of Date(s) Certificate

TO: _____

FROM: _____

DATE: _____

RE: Agreement of Lease dated _____, 2020 (the “**Lease**”) between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, through the Department of Transportation and Public Works (“**Landlord**”), and St. James Community Development Corporation of Miami, Inc., a Florida non-profit corporation (“**Tenant**”), with respect to certain land and improvements located in the City of Miami, Miami-Dade County.

Ladies and Gentlemen:

We refer to the captioned Lease and the terms thereof. Capitalized terms used in this certificate have the meanings given to them in the Lease. In accordance with Section 1.3 of the Lease, we wish to advise and/or confirm as follows:

1. The Effective Date of the Lease is _____, 20____.
2. The Commencement Date of the Lease is _____, 20____.
3. The Term of the Lease ends on _____, 2____, subject to extension as set forth in the Lease.
4. Commencement of Construction of Phase ____ occurred on _____, 2____, and Completion of Construction of Phase ____ occurred on _____, 2____.
5. As of execution hereof, the Lease has not been modified and is in full force and effect and, to Landlord’s knowledge, that Tenant has performed all obligations on its part under the Lease, there exists no breach, condition, state of facts or event that constitutes, or with the passing of time or the giving of notice, or both, would constitute a default by either Landlord or Tenant under the Lease.

[Signatures appear on the following page]

LANDLORD:

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

ATTEST:

By: _____
Harvey Ruvlin, Clerk

By: _____,
_____, *[insert
name/title of County Mayor or his/her
designee]*

Approved as to form and legal sufficiency
Name: _____
Title: _____

TENANT:

ST. JAMES COMMUNITY DEVELOPMENT
CORPORATION OF MIAMI, INC., a Florida non-
profit corporation

By: _____
Name: _____
Title: _____
Date Executed: _____

SCHEDULE 3.1

Rent Schedule

	Phase 1	Phase 2	Phase 3	Total
Year 1	200,000		\$	200,000
Year 2			\$	-
Year 3			\$	-
Year 4			\$	-
Year 5	50,000		\$	50,000
Year 6	50,000	50,000	\$	100,000
Year 7	50,000	50,000	\$	100,000
Year 8	50,000	50,000	50,000 \$	150,000
Year 9	50,000	50,000	50,000 \$	150,000
Year 10	51,500	51,500	51,500 \$	154,500
Year 11	53,045	53,045	53,045 \$	159,135
Year 12	54,636	54,636	54,636 \$	163,909
Year 13	56,275	56,275	56,275 \$	168,826
Year 14	57,964	57,964	57,964 \$	173,891
Year 15	59,703	59,703	59,703 \$	179,108
Year 16	61,494	61,494	61,494 \$	184,481
Year 17	63,339	63,339	63,339 \$	190,016
Year 18	65,239	65,239	65,239 \$	195,716
Year 19	67,196	67,196	67,196 \$	201,587
Year 20	69,212	69,212	69,212 \$	207,635
Year 21	71,288	71,288	71,288 \$	213,864
Year 22	73,427	73,427	73,427 \$	220,280
Year 23	75,629	75,629	75,629 \$	226,888
Year 24	77,898	77,898	77,898 \$	233,695
Year 25	80,235	80,235	80,235 \$	240,706
Year 26	82,642	82,642	82,642 \$	247,927
Year 27	85,122	85,122	85,122 \$	255,365
Year 28	87,675	87,675	87,675 \$	263,026
Year 29	90,306	90,306	90,306 \$	270,917
Year 30	93,015	93,015	93,015 \$	279,044
Year 31	95,805	95,805	95,805 \$	287,416
Year 32	98,679	98,679	98,679 \$	296,038
Year 33	101,640	101,640	101,640 \$	304,919
Year 34	104,689	104,689	104,689 \$	314,067
Year 35	107,830	107,830	107,830 \$	323,489
Year 36	111,064	111,064	111,064 \$	333,193
Year 37	114,396	114,396	114,396 \$	343,189
Year 38	117,828	117,828	117,828 \$	353,485
Year 39	121,363	121,363	121,363 \$	364,089
Year 40	125,004	125,004	125,004 \$	375,012
Year 41	128,754	128,754	128,754 \$	386,262
Year 42	132,617	132,617	132,617 \$	397,850

Year 43	136,595	136,595	136,595	\$	409,786
Year 44	140,693	140,693	140,693	\$	422,079
Year 45	144,914	144,914	144,914	\$	434,742
Year 46	149,261	149,261	149,261	\$	447,784
Year 47	153,739	153,739	153,739	\$	461,218
Year 48	158,351	158,351	158,351	\$	475,054
Year 49	163,102	163,102	163,102	\$	489,306
Year 50	167,995	167,995	167,995	\$	503,985
Year 51	173,035	173,035	173,035	\$	519,104
Year 52	178,226	178,226	178,226	\$	534,678
Year 53	183,573	183,573	183,573	\$	550,718
Year 54	189,080	189,080	189,080	\$	567,239
Year 55	194,752	194,752	194,752	\$	584,257
Year 56	200,595	200,595	200,595	\$	601,784
Year 57	206,613	206,613	206,613	\$	619,838
Year 58	212,811	212,811	212,811	\$	638,433
Year 59	219,195	219,195	219,195	\$	657,586
Year 60	225,771	225,771	225,771	\$	677,313
Year 61	232,544	232,544	232,544	\$	697,633
Year 62	239,521	239,521	239,521	\$	718,562
Year 63	246,706	246,706	246,706	\$	740,119
Year 64	254,107	254,107	254,107	\$	762,322
Year 65	261,731	261,731	261,731	\$	785,192
Year 66	269,583	269,583	269,583	\$	808,748
Year 67	277,670	277,670	277,670	\$	833,010
Year 68	286,000	286,000	286,000	\$	858,000
Year 69	294,580	294,580	294,580	\$	883,740
Year 70	303,418	303,418	303,418	\$	910,253
Year 71	312,520	312,520	312,520	\$	937,560
Year 72	321,896	321,896	321,896	\$	965,687
Year 73	331,553	331,553	331,553	\$	994,658
Year 74	341,499	341,499	341,499	\$	1,024,497
Year 75	351,744	351,744	351,744	\$	1,055,232
Year 76	362,296	362,296	362,296	\$	1,086,889
Year 77	373,165	373,165	373,165	\$	1,119,496
Year 78	384,360	384,360	384,360	\$	1,153,081
Year 79	395,891	395,891	395,891	\$	1,187,673
Year 80	407,768	407,768	407,768	\$	1,223,303
Year 81	420,001	420,001	420,001	\$	1,260,003
Year 82	432,601	432,601	432,601	\$	1,297,803
Year 83	445,579	445,579	445,579	\$	1,336,737
Year 84	458,946	458,946	458,946	\$	1,376,839
Year 85	472,715	472,715	472,715	\$	1,418,144
Year 86	486,896	486,896	486,896	\$	1,460,688
Year 87	501,503	501,503	501,503	\$	1,504,509
Year 88	516,548	516,548	516,548	\$	1,549,644
Year 89	532,045	532,045	532,045	\$	1,596,134

Year 90	548,006	548,006	548,006	\$	1,644,018
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TOTAL RENT				\$	52,044,604
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SCHEDULE 3.2

Phased Development Schedule*

<i>Phase</i>	<i>Type</i>	<i>Units</i>	<i>Floor Area</i>
I	Residential	238	145,276
	Retail	n/a	5,000
II	Residential	238	145,276
	Retail	n/a	5,000
III	Residential	238	145,276
	Retail	n/a	5,000
<i>Total</i>	<i>Units</i>	<i>Floor Area</i>	
Residential	714	435,828	
Retail	n/a	15,000	

* These figures represent estimates based on the submitted proposal. The exact number of floor area allocation and uses are subject to change as part of the development process.

SCHEDULE 3.3

Construction Phase Deadline Schedule

Phase	Construction Phase Deadline
Phase 1	
Commencement of Construction	4 years from Commencement Date
Completion of Construction	3 years from Phase 1 Commencement of Construction
Phase 2	
Commencement of Construction	2 years from Phase 1 Commencement of Construction
Completion of Construction	2 years from Phase 2 Commencement of Construction
Phase 3	
Commencement of Construction	2 years from Phase 2 Commencement of Construction
Completion of Construction	2 years from Phase 3 Commencement of Construction

SCHEDULE 7

Insurance Requirements

[To be attached to this Lease once provided by the County's
Risk Management Department and approved by Tenant]

SCHEDULE 17.2(A)(I)

Form of Bifurcation of Agreement of Lease

This instrument prepared by,
and after recording return to:

Nancy B. Lash, Esq.
Greenberg Traurig, P.A.
333 S.E. 2nd Avenue, Suite 4400
Miami, Florida 33131

BIFURCATION OF AGREEMENT OF LEASE

THIS BIFURCATION OF AGREEMENT OF LEASE (this “Agreement”) is made as of the ____ day of _____, 20__ (the “Effective Date”) by and among (i) MIAMI-DADE COUNTY, a political subdivision of the State of Florida, through Department of Transportation and Public Works (“Landlord”), (ii) ST. JAMES COMMUNITY DEVELOPMENT CORPORATION OF MIAMI, INC., a Florida non-profit corporation (“Master Tenant”), and (iii) [_____, a _____] (“Tenant”).¹

W I T N E S S E T H:

WHEREAS, Landlord, as landlord, and Master Tenant, as tenant, entered into that certain Agreement of Lease (Earlington Heights Metrorail Station) dated as of [_____, 20[___] (as heretofore and hereafter assigned and amended from time to time, the “Master Ground Lease”), a memorandum of which was recorded on [_____, 20[___] in Official Records Book [_____, at Page [_____, of the Public Records of Miami-Dade County, Florida;

WHEREAS, pursuant to Section 17.2 of the Master Ground Lease, Landlord, Master Tenant and Tenant have agreed to bifurcate the Master Ground Lease into two (2) leases by Tenant and Landlord entering into a Bifurcated Lease solely with respect to the real property more particularly described on Exhibit A attached hereto (the “Bifurcated Parcel”) in substantially the form attached to the Master Ground Lease as Schedule 17.2(a)(ii) (the “Bifurcated Lease”), upon which event the Master Ground Lease shall automatically terminate solely as to the Bifurcated Parcel; and

WHEREAS, Landlord approves of this Agreement and the Bifurcated Lease with Tenant.

¹ Tenant shall be a Qualified Non-Profit

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms; Incorporation of Recitals. Capitalized terms used but not otherwise defined in this Agreement have the respective meanings given to them in the Master Ground Lease. The preamble and recitals set forth above are hereby incorporated into this Agreement by this reference in their entirety.

2. Bifurcated Lease. Landlord and Tenant hereby agree to simultaneously herewith enter into, execute and deliver the Bifurcated Lease, a memorandum of which shall be recorded in the Public Records of Miami-Dade County, Florida, pursuant to which Landlord leases to Tenant and Tenant leases from Landlord the Bifurcated Parcel.

3. Partial Termination and Release; No Cross Default. The Master Ground Lease is hereby partially terminated solely as to the Bifurcated Parcel and the Bifurcated Parcel shall no longer be subject to, and is hereby released from, the terms and provisions of the Master Ground Lease. Notwithstanding anything contained in the Master Ground Lease, effective as of the Effective Date:

a. Master Tenant shall not be obligated to perform any obligation under the Master Ground Lease to the extent such obligation pertains to, or is to be performed on, the Bifurcated Parcel, and shall be automatically released from any and all such obligations (including, without limitation, any obligation to (x) pay any Rent or other payments allocated to the Bifurcated Parcel, (y) develop the Phase of the Project governed by the Bifurcated Lease, and (z) maintain insurance for the Bifurcated Parcel);

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

c. Landlord, Master Tenant and Tenant acknowledge and agree that (i) Master Tenant retains all right, title and interest in and to the Master Ground Lease (and the leasehold estate arising thereunder), except only as it relates to the Bifurcated Parcel, and (ii) Tenant shall be solely responsible for the Bifurcated Parcel and bound by all of the terms, covenants, agreements provisions and conditions of the Bifurcated Lease with respect to the Bifurcated Parcel; and

d. Neither Master Tenant nor Tenant or any successor thereof shall in any event be prohibited from developing any portion of the Project (or be in default under the Master Ground Lease, or have any liability), as a result of any failure of Tenant (or anyone acting by, through or under Tenant) under the Bifurcated Lease to develop the Phase of the Project governed by the Bifurcated Lease (notwithstanding that such failure may cause the Project to be developed other than in accordance with the Master Ground Lease).

Landlord acknowledges and agrees that a default under the Master Ground Lease shall not constitute a default under the Bifurcated Lease, and a default under the Bifurcated Lease shall not constitute a default under the Master Ground Lease; it being the intention of the parties that the Master Ground Lease and the Bifurcated Lease shall not be cross-defaulted. However, nothing set forth herein shall release Master Tenant from its obligations under the Master Ground Lease except as expressly provided herein.

4. Mutual Indemnification. Tenant hereby indemnifies and agrees to defend (with counsel reasonably satisfactory to Master Tenant) and hold harmless Master Tenant from and against any and all liabilities, obligations, claims, costs and expenses (including but not limited to reasonable attorneys' fees and costs at trial court and all appellate levels and in any post-judgment proceedings) suffered or incurred by Master Tenant by reason of Tenant's failure to perform any obligations under the Bifurcated Lease with respect to the Bifurcated Parcel. Master Tenant hereby indemnifies and agrees to defend (with counsel reasonably satisfactory to Tenant) and hold harmless Tenant from and against any and all liabilities, obligations, claims, costs and expenses (including but not limited to reasonable attorneys' fees and costs at trial court and all appellate levels and in any post-judgment proceedings) suffered or incurred by Tenant by reason of Master Tenant's failure to perform any of the obligations of Master Tenant under the Master Ground Lease with respect to the Bifurcated Parcel, which obligations were to be met by Master Tenant prior to the Effective Date.

5. Rent. As contemplated by Section 17.2 of the Master Ground Lease, the Rent due and payable by Master Tenant under the Master Ground Lease is hereby adjusted and reduced, on a dollar for dollar basis, by the aggregate amount of Rent due and payable under the Bifurcated Lease. Accordingly, Rent under the Master Ground Lease is hereby adjusted and reduced by _____ and No/100 Dollars (\$) _____) per annum to _____ and No/100 Dollars (\$) _____) per annum, subject to increases as provided in the Master Ground Lease. All references to Rent in the Master Ground Lease shall be deemed modified accordingly.

6. Continuing Effect. The Master Ground Lease shall hereinafter continue to affect the Land less and except the Bifurcated Parcel (and any other parcels previously released from the terms of the Master Ground Lease), and the Bifurcated Lease shall hereinafter affect the Bifurcated Parcel. The terms "Land", "Demised Premises", "Improvements", and "Buildings" under the Master Ground Lease are hereby deemed modified so as to exclude the portion of the Property, Demised Premises, Improvements, and Buildings located on or comprising the Bifurcated Parcel. The term "Lease", as used in the Master Ground Lease, is hereby deemed modified to refer to the Master Ground Lease, as modified hereby.

7. Authority to Execute. Landlord hereby represents and warrants to Master Tenant and Tenant that the individual(s) signing this Agreement on behalf of Landlord have full power and authority to execute and deliver this Agreement and bind Landlord. Master Tenant hereby represents and warrants to Landlord and Tenant that the individual(s) signing this Agreement on behalf of Master Tenant have full power and authority to execute and deliver this Agreement and bind Master Tenant. Tenant hereby represents and warrants to Landlord and Master Tenant that the individual(s) signing this Agreement on behalf of Tenant have full power and authority to execute and deliver this Agreement and bind Tenant.

8. Estoppel. The Master Ground Lease is presently in full force and effect, and has not been modified, amended, supplemented, altered, assigned or transferred (in whole or in part) since the date thereof, except for any amendments identified herein and any partial assignments and/or bifurcation(s) of the Master Ground Lease prior to the Effective Date, and except as contemplated in this Agreement.

9. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement shall be construed according to the laws of the State of Florida. This Agreement cannot be changed except by an agreement in writing, dated subsequent to the Effective Date, signed by the party against whom enforcement of the change is sought. In case any one or more of the covenants, agreements, terms or provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected or prejudiced thereby. This Agreement may be executed in any number of counterparts, each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement. The headings of the articles, sections, paragraphs and subdivisions of this Agreement are for convenience of reference only, are not to be considered a part hereof, and shall not limit or expand or otherwise affect any of the terms hereof.

10. Condition. This Agreement is conditioned upon and, shall not be effective unless, Landlord and Tenant enter into the Bifurcated Lease. In the event Landlord and Tenant fail to execute and deliver the Bifurcated Lease, this Agreement shall be deemed void *ab initio* and no party hereto shall have any further rights or obligations hereunder. Upon the satisfaction of the condition set forth in the preceding sentence, this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, and the Master Ground Lease shall be deemed permanently bifurcated and split into two (2) separate and independent leases as contemplated herein and in the Master Ground Lease.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Landlord, Master Tenant, and Tenant, intending to be legally bound hereby, have executed and delivered this Agreement as of the Effective Date.

LANDLORD:

ATTEST:

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

By: _____
_____, Clerk

By: _____
Name: _____
Title: County Mayor or County Mayor's
designee

Approved as to form and legal sufficiency
Name: _____
Title: _____

[Signatures Continue on Following Pages]

Signed, sealed and delivered
in the presence of:

MASTER TENANT:

[_____]

Print Name:

By: _____
Name: _____
Title: _____

Print Name:

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization this ____ day of _____, 20__, by
_____, as _____ of *[insert name of Master
Tenant, a _____]*, on behalf of the
[_____]. He/She is personally known to me or produced
_____ as identification.

Print or Stamp Name: _____
Notary Public, State of [_____] at Large
Commission No.: _____
My Commission Expires: _____

[Acknowledgements on Following Page]

Signed, sealed and delivered
in the presence of:

TENANT:

[_____]

Print Name:

By: _____

Name: _____

Title: _____

Print Name:

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization, this ____ day of _____, 20__, by
_____, as _____ of *[insert name of Tenant, a*
_____], on behalf of the [_____]. He/She
is personally known to me or produced _____ as identification.

Print or Stamp Name: _____

Notary Public, State of [_____] at Large

Commission No.: _____

My Commission Expires: _____

EXHIBIT A

Legal Description of Bifurcated Parcel

SCHEDULE 17.4

Form of Recognition and Non-Disturbance Agreement

This instrument prepared by or under the supervision of (and after recording should be returned to):

(Space Above Reserved for Clerk of Court)

RECOGNITION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

This Recognition, Nondisturbance and Attornment Agreement (this “**Agreement**”) is made effective as of the ____ day of _____, 20__, by and among the MIAMI-DADE COUNTY, a political subdivision of the State of Florida, through the Department of Transportation and Public Works, having its principal office and place of business at 701 N.W. 1st Court, Miami, Florida 33136 (the “**County**”), _____ [Insert name of Subtenant], a _____ [Insert type of entity], having an office at _____ (“**Subtenant**”), and _____ [Insert name of Sublandlord], a _____ [Insert type of entity], having an office at _____ (“**Sublandlord**”).

W I T N E S S E T H:

WHEREAS, the County is the owner in fee simple of certain real property more particularly described in Exhibit “A”, attached hereto and incorporated herein by this reference (the “**Property**”); and

WHEREAS, Sublandlord is Tenant of the Property described in and pursuant to that certain Agreement of Lease (Earlington Heights Metrorail Station) dated as of _____ between the County and Sublandlord (such agreement, as the same may be bifurcated, assigned, amended or restated from time to time, the “**Lease**”). A Memorandum of Agreement of Lease was recorded _____, 20__ in Official Records Book _____ at Page _____ of the Public Records of Miami-Dade County, Florida; and

WHEREAS, Sublandlord subleased to Subtenant that portion of the Property (the “**Subleased Premises**”) as more particularly described in that certain Sublease dated _____ between Sublandlord and Subtenant (the “**Sublease**”); and

WHEREAS, the County and Subtenant desire to evidence their understanding with respect to the Lease and the Sublease as hereinafter provided.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Recitals set forth above and incorporated herein are true and correct. Defined terms contained herein without definition shall have the meaning given to such terms in the Lease.

2. Subtenant covenants and agrees that the Sublease and the rights of Subtenant thereunder are and shall be at all times subject and subordinate to the Lease.

3. The County agrees that so long as no default exists under the Sublease which has continued beyond all applicable notice and cure period of Subtenant or its Lenders and would permit Sublandlord to terminate the Sublease or exercise any dispossession remedy provided for in the Sublease, the Sublease and Subtenant’s rights thereunder (including without limitation Subtenant’s right of possession, use and quiet enjoyment of the Subleased Premises, and any extension or renewal period thereof which may be exercised in accordance with any option afforded in the Sublease to Subtenant), shall not be terminated, altered, disturbed or extinguished by any action of the County or any New Owner (as hereinafter defined), including without limitation, by any suit, action or proceeding for the eviction of Sublandlord or otherwise for the enforcement of the County’s rights or remedies under the Lease.

Notwithstanding anything to the contrary contained in this Agreement, the County or any New Owner upon a Termination Event (as hereinafter defined) shall have the right to pursue all rights and remedies set forth under the Sublease for any default by Subtenant under the Sublease beyond any applicable notice and cure period of Subtenant or its Lenders which thereafter occurs or is otherwise then continuing. The County will not join Subtenant or its Lenders as a party defendant in any action or proceeding for eviction of Sublandlord from the Property or termination of the Lease, unless such joinder is necessary to complete such eviction or termination and then only for such purpose and not for the purpose of terminating the Sublease.

4. If the Lease terminates for any reason other than on its natural expiration or in the event Sublandlord’s right to possession of the Property shall terminate for any reason, including, but not limited to, voluntarily, by operation of law, by reason of default thereunder (any or all of the foregoing, a “**Termination Event**”), then Subtenant shall attorn to the County or any party taking title or leasehold interest to the Property through the County (“**New Owner**”) as its landlord, the County or the New Owner shall assume the Sublease and all obligations of landlord thereunder and recognize Subtenant as the tenant thereunder, and the Sublease shall continue in full force and effect, notwithstanding such Termination Event, as a direct [sublease] [OR] [space lease] between the County or New Owner and Subtenant for the remainder of the term of the Sublease (including any extensions thereof), without the necessity of executing a new [sublease] [OR] [space lease], and on the same terms and conditions as are in effect under the Sublease immediately preceding

the Termination Event, subject to the conditions found in Paragraph 3 herein. Upon the written request of the County or New Owner to Subtenant within thirty (30) days after any Termination Event, the County or New Owner and Subtenant shall execute a lease of the Subleased Premises upon the same provisions as contained in the Sublease between Sublandlord and Sublessee for the unexpired term of the Sublease, except as set forth in this Agreement. If the County or New Owner does not elect to enter into a direct lease with Subtenant pursuant hereto, then the County or the New Owner shall, not be:

(i) bound by any rent which Subtenant might have paid for more than one (1) month in advance of its due date under the Sublease to any prior landlord (including, without limitation, Sublandlord); unless otherwise consented to by the County or the New Owner or unless such prepaid amount is actually received by the County or the New Owner;

(ii) liable for any previous act or omission of any prior landlord (including without limitation, Sublandlord) in violation of the Sublease except for any repair and maintenance or other obligations of a continuing nature as of the date of such acquisition; or

(iii) subject to any claims, counterclaims, offsets or defenses which Subtenant might have against any prior landlord (including, without limitation, Sublandlord); or

(iv) bound by or have any liability for any warranties of any nature whatsoever made by a prior landlord, including any warranties respecting Sublandlord's title, Sublandlord's authority, habitability, fitness for purpose or possession; or

(v) bound by any material or substantial amendment or modification of the Sublease (such as revisions to the length of the term or payment of rent) entered into without the County's or New Owner's prior review and approval, which approval shall not be unreasonably withheld, conditioned or delayed.

Nothing contained herein shall be deemed to modify the obligations of the County or Sublandlord under the Lease. **[Add for Major Subtenants only:** Furthermore, if the terms hereof would result in a direct lease (whether by assumption of the Sublease or entering into a new lease) by the County with a tenant that is not a Qualified Non-Profit, then the provisions of Section 17.4 of the Lease shall apply and (i) Subtenant shall have the right to identify and/or establish a Qualified Non-Profit to serve as the tenant under the direct lease with County with respect to the Subleased Premises, (ii) the County and such Qualified Non-Profit shall enter into the direct lease for the Subleased Premises in the form of the Lease (but modified as necessary to reflect that such lease covers and affects the Subleased Premises only), (iii) the Sublease shall be assigned by the County to such Qualified Non-Profit as sublandlord, and (iv) such Qualified Non-Profit and Subtenant shall acknowledge and agree that the Sublease is subject and subordinate to the new direct lease between the County and the Qualified Non-Profit. The parties shall work together in good faith and with commercially reasonable diligence to effectuate the intent of this provision within a period of one hundred eighty (180) days following the date the County enters into or otherwise becomes bound by a direct lease with a tenant that is not a Qualified Non-Profit.]

The foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of any party hereto; provided, however, that at such time as the

Lease may terminate or the County or New Owner may otherwise succeed to Sublandlord's interest under the Sublease, Subtenant agrees to execute and deliver to the County or New Owner such instrument(s) as may from time to time reasonably be requested to confirm the same, and the County or New Owner agrees to do likewise to effectuate the intent of this Agreement.

5. Upon joint written notice from Sublandlord and Subtenant to the County or New Owner, rent under the Sublease may be paid directly by Subtenant to the County or New Owner and County or New Owner shall accept such payment in satisfaction of the obligation of Tenant to pay "Rent" (or a portion thereof, as applicable) under the Lease. If the rent paid by Subtenant to the County or New Owner hereunder is less than the entire Rent due under the Lease, then same shall be applied as a credit against such Rent, and Tenant shall remain liable for the balance of any such Rent, which shall be due and payable in accordance with the terms of the Lease.

6. **[Add for Major Subtenants only:** County, Sublandlord and Subtenant confirm that Subtenant, as a Major Sublessee, is entitled to the rights and protections afforded "Sublessees" pursuant to Article 18 and 20 of the Lease.] County agrees to recognize the protections afforded to Lenders under the Lease and/or Sublease, including without limitation the right to notice and opportunity to cure any defaults or events of default of Sublandlord under the Lease and Subtenant under the Sublease as provided therein, and Lender's right to a new sublease in the event both the Lease and Sublease terminate. Subtenant's Lender shall be entitled to the rights and benefits of this Agreement, including County's agreement to recognize and not disturb the Sublease notwithstanding the existence of any default or event of default beyond notice and cure periods under the Sublease, so long as such Lender is exercising its rights in accordance with the terms and conditions of the Lease and/or Sublease. As such, Subtenant's Lenders shall be deemed third party beneficiaries of this Agreement.

7. No provision of this Agreement shall be construed to make the Subtenant liable for any covenants and obligations of Sublandlord under the Lease, unless expressly provided for herein or under the Sublease.

8. Any notices or communications given under this Agreement shall be in writing and shall be delivered by (a) personal delivery, (b) the United States mail, certified or registered, postage prepaid, return receipt requested, or (c) a nationally recognized overnight courier, in each case addressed as follows:

If to the County:

[_____]

If to Subtenant:

[_____]

with a copy to:

[_____]

If to Sublandlord:

[]

with a copy to:

[]

Either party may designate a different or an additional address or addresses for notices intended for such party from time to time by at least 5 days' notice to the other party. Notices from any party may be given by such party's attorney. Each notice shall be deemed to have been given on the date such notice is actually received as evidenced by a written receipt therefor, and in the event of failure to deliver by reason of changed address of which no notice was given or refusal to accept delivery, as of the date of such failure or refusal.

9. This Agreement shall bind and inure to the benefit of and be binding upon and enforceable by the parties hereto and their respective successors and assigns, including without limitation, any assignees of Subtenant's interest in the Sublease, including Subtenant's Lenders.

10. This Agreement contains the entire agreement between the parties and cannot be changed, modified, waived or cancelled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.

11. This Agreement and the covenants herein contained are intended to run with and bind all land affected thereby. It is expressly acknowledged and agreed by Sublandlord and Subtenant that as between Sublandlord and Subtenant, the subordination of the Sublease to the Lease effectuated pursuant to this Agreement shall in no way affect Sublandlord's and/or Subtenant's rights and obligations under the Sublease.

12. The parties hereto agree to submit this Agreement for recordation in the Public Records of Miami-Dade County, Florida. The parties further agree that this Agreement shall terminate and be void automatically, immediately upon the expiration or earlier termination of the Sublease, and without the need for any termination or other agreement being recorded to evidence such termination. Notwithstanding the foregoing and without in any way affecting the automatic termination of this Agreement as aforesaid, the parties agree to execute, deliver and submit for recordation a Memorandum of Termination confirming the termination of this Agreement, promptly following the expiration or earlier termination of the Sublease.

13. This Agreement may be executed in counterparts, any one or all which shall be one and the same agreement.

14. No lien for rent or other security interest that the County may have in the Property or any portion thereof pursuant to the Lease, by operation of law or otherwise (except only pursuant to the express terms of the Sublease) shall attach to, cover or otherwise encumber in any manner any personal property of Subtenant.

15. This Agreement shall be governed by the internal law (and not the law of conflicts) of the State of Florida. The parties hereto agree that any suit brought to enforce this Agreement shall be brought in Miami-Dade County, Florida, in the courts of the State of Florida or in the United States District Court for the Southern District of Florida, and, by execution and delivery of

this Agreement, each of the parties to this Agreement hereby irrevocably accepts and waives all objection to, the exclusive jurisdiction of the aforesaid courts in connection with any suit brought to enforce this Agreement, and in case of any dispute, each party further agrees to assume full responsibility for its own court costs and attorneys' fees.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

COUNTY:

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

**Signed in the presence of the following
witnesses:**

BY ITS BOARD OF COUNTY
COMMISSIONERS

Print Name: _____

By: _____
_____, County Mayor
or its designee

Print Name: _____

ATTEST:

By: _____
_____, Clerk

Approved as to form and legal sufficiency
Name: _____
Title: _____

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

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization, this ____ day of _____, 20__, by
_____, the County Mayor, and _____, the Clerk,
of the Miami-Dade County, a political subdivision of the State of Florida, in the capacity
aforestated; each such person is personally known to me.

NOTARY PUBLIC:

[SEAL]

Sign: _____
Print: _____
My Commission Expires: _____
Title/Rank: _____
Commission Number: _____

16
133

17
134

Exhibit “A”

The Property

SCHEDULE 23.2

Landlord's Estoppel Certificate

(Note: This form subject to amendments based on the requirements of Tenant, Tenant's successors and/or assigns, and any prospective Sublessee or Lender)

RE: Agreement of Lease dated _____, 20__ (the "**Lease**") by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, through the Department of Transportation and Public Works ("**Landlord**"), and ST. JAMES COMMUNITY DEVELOPMENT CORPORATION OF MIAMI, INC., a Florida non-profit corporation ("**Tenant**"), with respect to certain land and improvements located in the City of Miami, Miami-Dade County.

Ladies and Gentlemen:

The undersigned Landlord hereby acknowledges receipt of notice that the above-referenced Lease, which leases to Tenant certain premises described therein (the "**Premises**"), [is being assigned to you by Tenant] [as security for a loan to be made by you to Tenant, which loan will be secured by _____] [in connection with your acquisition of Tenant's interest in the Lease.] Capitalized terms used herein without definition have the meaning given to them in the Lease.

In connection therewith, the undersigned Landlord hereby certifies to you and agrees with you as follows:

1. The Lease is valid and is in full force and effect and is binding and enforceable against Landlord.

2. To the best of Landlord's knowledge, Tenant is not in default under the Lease and there exist no facts that could constitute a basis for any such default upon the lapse of time or the giving of notice or both. There exist no offsets, counterclaims, or defenses of Landlord under the Lease against Tenant, and there exist no events that would constitute a basis for any such offset, counterclaim, or defense against Tenant upon the lapse of time or the giving of notice or both.

3. The Lease (a true, correct and complete copy of which, including all riders, exhibits, modifications and amendments to the Lease (if any), is attached as **Exhibit A** hereto) constitutes the entire agreement between Landlord and Tenant. The Lease has not been modified, supplemented or amended in any way other than as follows:

_____.

4. The Commencement Date of the Lease was _____, 2____. The term of the Lease commenced on the Commencement Date and consists of an initial term of thirty

(30) years with two (2) additional renewal terms of thirty (30) years each. The Term (as previously extended) ends on _____, 2_____.

5. [A payment of Rent in the amount of \$_____ was made on _____, 20____] [is due by _____, 20 [Rent payments are being made on a current basis and have been made through the month of _____.] Tenant [will pay for the fifth (5th) Lease Year] [currently pays] Rent equal to \$_____ per annum, subject to annual adjustment as set forth in the Lease.

6. To the best of Landlord's knowledge, the Lease has not been assigned or transferred or sublet to anyone in whole or in part, except as indicated in **Exhibit A** attached hereto.

7. This certificate is made for the benefit of (and may be relied upon by) Tenant, you and your successors and assigns, and shall be binding upon Landlord and its successors and assigns. To the extent not delivered to same, this certificate may be relied upon by any prospective assignee, transferee or purchaser of Tenant's interest in the Lease, any prospective Sublessee or any Lender or any assignee thereof. The person signing this certificate on behalf of Landlord has been, and is, duly authorized to do so and has been, and is, duly authorized to bind Landlord to the terms hereof.

[Signature page follows]

This certificate has been executed as of the ____ day of _____, 20 ____.

LANDLORD:

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

By: _____
_____, *[insert name/title of County
Mayor or his/her designee]*

ATTEST:

By: _____
_____, Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

By: _____
Name: _____
Title: _____

EXHIBIT A

[See Attached]

SCHEDULE 24.20

Tenant's Proposal

[see attached]



Saint James Community Development Corporation of Miami, Inc.

June 19, 2018

Mayor Carlos A. Gimenez
Office of the Mayor
Stephen P. Clark Center
111 NW 1st Street, 29th Floor
Miami, Florida 33128

Re: Application of St. James Community Development Corporation of Miami, Inc., for Conveyance of Land Owned by Miami-Dade County via Long-Term Lease.

Dear Mayor Gimenez:

By this letter, St. James Community Development Corporation of Miami, Inc. a Florida non-profit organization ("St. James") is requesting a conveyance, via long-term lease, from Miami-Dade County of the Property described below for purposes of supporting the operations of St. James and redevelopment of the site in order to provide much needed workforce housing.

The County has been desirous of promoting Transit Oriented Development ("TOD") along rapid transit zones ("RTZ"), with a more specific aim of creating high density mixed used developments at these RTZ's, as you are aware with the developments occurring at the Douglas Station, Okeechobee Station and others. The overarching goal and objectives are to increase development with high densities along these corridors in order to further a more urban and efficient use of mass transit, to further reduce traffic congestion, increased ridership, and to provide quality affordable and workforce housing in the core of the County. To further these objectives, land along these corridors enjoy a zoning overlay, or RTZ's, which allow for and encourage higher density and FLR (Floor Area Ratio) while reducing parking requirements. The Transit Station is one such RTZ.

The Developer will, at its sole cost, design, build and finance the Development consisting entirely of Workforce Housing Units.

Property Requested

The parcel of land requested for conveyance to St. James is located at the Earlington Heights MetroRail Station, as more particularly described and delineated in Exhibit A herein. The Transit Station is a Miami-Dade County (the "County") owned facility and has various shared uses. The components of the Transit Station currently consist of a public parking garage, the Earlington Heights MetroRail Station and the corresponding MetroBus drop-on/drop-off area.

Project Partners

St. James A.M.E. Church - More than a century 100 plus years St. James A.M.E. Church serves the Liberty city area through its many ministries. St. James A.M.E. Church was organized in Lemon City, Florida, in 1901. Services were first held in a house which was situated in a large field owned by a white farmer where the Lemon City Library "was" located. Later in 1901, the first church building was located near Northeast 2nd Avenue between 69th and 70th Street. This building was destroyed by the 1906 storm, and was restored in later years. In 1925, the church was moved to Liberty City to its present site. In 1949, St. James established a Federal Credit Union which is still an asset within our community. In 1965, St. James built a Parish Hall, and organized a daycare and kindergarten for the surrounding community in Liberty City. In 2002, St. James stated aggregating parcels of land for future development infill housing, "Special Effort" campaign to secure additional property in close proximity to the church ("land banking")

In December 2012, St. James A.M.E. Church initially sponsored and formed the St. James Community Development Corporation of Miami Inc. ("SJCDC") to develop 22 lots of vacant land owned by the church for single-family housing. The SJCDC created several ad hoc committees to examine 16 different projects ranging from Sickle Cell Disease and Alzheimer's Center to affordable housing to education of daycares, public and private schools.

The SJCDC's first economic development project has created jobs and annually generates revenue for the support of the SJCDC programs and provides donated clothing and household items to those in need within the community.

In January 2015, the SJCDC purchased land which consisted of an existing aged building and used Community Development Block Grant funds to demolish the existing property that will provide a future project known as St. James Business Center.

In 2016, many changes were taking place and the SJCDC was continuing to grow and expand the workforce development and community supportive services. In March of 2016, St. James Community Development Corporation of Miami, Inc. began offering workforce development classes and onsite GED, financial literacy, and small business development classes at the St. James Church.

In 2017, SJCDC entered into an agreement of Memorandum of Understanding (MOU), with the Children of Inmates (COI) to coordinate child oriented bonding services to Florida Department of Corrections.

This expansion will help commission and promote social, economic, and spiritual revitalization of our community through the efforts to rehabilitate abandoned properties, vacant lots and convert them into useful structures such as affordable housing, workforce housing low income

1854 North West 65th Street Miami, Florida 33147

305-691-4212 office ~305-691-0625 fax

Website: www.sjmiami.net ~ Email: stjameschurch421@bellsouth.net

and market rate rental, community centers, playgrounds, and businesses. SJCDC strives to inspire, empower, and unite through community organizing, social services, youth programs and spiritual outreach to achieve self-fulfillment.

EH Development, LLC - Crystal Clear Holdings ("Developer") has been involved in all aspects of the real estate industry beginning in 1988 when he joined Champion Title and Trust as a closing coordinator. Since then he has worked in all aspects of the Real Estate industry including sales, management, lending and development.

The business has expanded in the last ten years to include the development of residential and commercial projects, management of residential units and several Public-Private partnerships. Additionally, Crystal Clear has rehabilitated and currently manages the largest portfolio of Section 8 single-family housing in the West Little River corridor.

Crystal Clear has been a driving force in emerging markets, often becoming the catalyst for further private development in marginal economic areas. We were an early investor in the Design District, advanced residential development in Downtown Miami, and promoted public transportation ridership in our West Brickell Development.

The Project

Our team is proposing a mixed used development on the Transit Site in conjunction with the County and potential other government agencies like the Department of Transportation and Miami Parking Authority in conjunction with St. James as the lead entity (the "Development"). As currently proposed, the Development will mainly consist of approximately 600 residential units and 10,000 square feet of retail. The Development will incorporate the existing garage and bus component, with pedestrian, secured, "bridges" connecting the residential buildings to the public garage and the Metro Rail Station. The public garage is an important component of the development and will be utilized by residents and patrons of the Development, in addition to the current MetroRail riders who park there now. The mission is to provide a range of quality housing options, from individuals, to working families up to and including those who fall within the range of affordable housing and workforce housing, to create an environment of empowerment to the community through local business, local jobs and public mobility.

Need for Development of the Property

- Increase the affordable/workforce housing stock in the community, with an emphasis on dwellings for working families and units for persons in low income and very low income brackets.
- Provide jobs in management, maintenance and retail for the immediate community with an emphasis on employment for the St. James community.
- Reduce vehicular traffic with a Rapid Transit oriented development which will motivate public transportation such as Bus and Metro Rail.
- Provide St. James with a new, state of the art facility which can better address the needs of the community and the St. James' mission and/or provide St. James with recurring capital for long term planning and needs.

1854 North West 65th Street Miami, Florida 33147

305-691-4212 office ~305-691-0625 fax

Website: www.sjmiami.net ~ Email: stjameschurch421@bellsouth.net

- Provide St. James with transitional and permanent housing for its community.
- Provide St. James with employment opportunities for its community.
- Provide St. James with a recurring revenue stream to finance programs which promote its mission.

Project Team

It Takes a Village is a centuries old proverb recognizing the value of every child, every individual, the preciousness of every human life, and reminds that we are greater than the sum of our individual parts in the strength of our community.

St. James and our partners see to provide much needed affordable and workforce housing to the community, as well as employment and growth opportunities for area residents. Your help in conveying this parcel to St. James and its partners is essential, life changing, and laying the foundation of our collective future. Thank you for caring and thank you for making a difference for us all in granting our request for conveyance of this property.

Please feel free to contact me directly in the event additional information is requested. We are grateful for your consideration.

Sincerely,



Rev. Jimmie L. Williams
St. James AME Church

1854 North West 65th Street Miami, Florida 33147

305-691-4212 office ~305-691-0625 fax

Website: www.sjmiami.net ~ Email: stjameschurch421@bellsouth.net

June 19, 2018

Mayor Carlos A. Gimenez
Office of the Mayor
Stephen P. Clark Center
111 NW 1st Street, 29th Floor
Miami, Florida 33128

Re: Proposal for the Development of the Earlington Heights Rapid Transit Station

Please accept this submittal by St. James Community Development Corporation of Miami, Inc, a Florida Non-Profit Corporation and EH Development LLC, a Florida For Profit Limited Liability Corporation (collectively, the "Developer") as our proposal to design, build, finance and develop a mixed-use multi-story residential and commercial, multi-modal transit project located at the Earlington Heights Metrorail Station, Miami, Florida.

The County has been desirous of promoting Transit Oriented Development ("TOD") along rapid transit zones ("RTZ"), with a more specific aim of creating high density mixed used developments at these RTZ's, as you are aware with the developments occurring at the Douglas Station, Okeechobee Station and others. The overarching goal and objectives are to increase development with high densities along these corridors in furtherance of a more urban and efficient use of mass transit, to further reduce traffic congestion, increased ridership, and to provide quality affordable and workforce housing in the core of the County. To further these objectives, land along these corridors enjoy a zoning overlay, or RTZ's, which allow for and encourage higher density and FLR (Floor Area Ratio) while reducing parking requirements. The Transit Station is one such RTZ.



Developer will, at its sole cost, design, build and finance the Development consisting entirely of Workforce Housing Units.

We view the development of this project as an opportunity to expand community housing inventory by adding up to 600 residential Workforce Housing units, promote the Transit Oriented Development vision of increased public transport ridership, creating commercial opportunities through retail components as well as a better ridership experience for Metro Rail and Bus Line customers. In addition, the Developers will create a non-profit daycare center to serve the community as well as enhance the 34-year old garage onsite. Located in an underutilized section of the Metro Rail line, the Earlington Heights site provides a

onsite. Located in an underutilized section of the Metro Rail line, the Earlington Heights site provides a rare and unique opportunity for development, creating a village around the public transport opportunities already in existence. Earlington Heights' strategic location, just one stop from Miami International Airport and Miami Intermodal Center to the East; Civic Center Station/Jackson Memorial Hospital to the West, and a few short stops to the Government Station in the heart of the Central Business District downtown creates strong demand for quality housing accessible to middle class working families and individuals. The underlying strength and diversification of an existing parking garage and Metro/Bus Terminal coupled with an upgrade to facilities and new vertical construction will support the successful development at this key location.



Need for Development of the Property

- Increase the affordable/workforce housing stock in the community, with an emphasis on dwellings for working families and units for persons in low income and very low income brackets.
- Provide jobs in management, maintenance and retail for the immediate community with an emphasis on employment for the St. James community.
- Reduce vehicular traffic with a Rapid Transit oriented development which will motivate public transportation such as Bus and Metro Rail.
- Provide St. James with a new, state of the art facility which can better address the needs of the community and the St. James' mission and/or provide St. James with recurring capital for long term planning and needs.
- Provide St. James with transitional and permanent housing for its community.
- Provide St. James with employment opportunities for its community.
- Provide St. James with a recurring revenue stream to finance programs which promote its mission.

I. DEVELOPMENT TEAM

We have brought together an experienced team of developers, consultants, lenders, architects and engineers with a proven track record to make this project a reality.

St. James Community Development Corporation of Miami, Inc.

Established in 2012, The St. James Community Development Corporation of Miami Inc. ("SJCDC") exceeded the available resources needed to serve the increasing community of seniors, veterans, and families living in undesirable conditions and situations.

SJCDC is established with the Secretary of State as a nonprofit Community Development Corporation providing services, such as affordable housing, workforce housing, educational services and assistance to seniors, veterans, youth, and families-at-risk.

Through the establishment of the SJCDC, our outreach efforts are geared toward expansion to various avenues of community involvement and support. The SJCDC seeks to address the issues of housing, health, senior services, youth services, education, and economic development.

As an independent organization, the SJCDC will be able to draw on the human resources within the community and create a talent bank of skills and services to assist in carrying out its mission such as on the job training. In addition, the SJCDC will seek grants, program funding, special financing, corporate and private contribution to carry out its mission. Furthermore, SJCDC will develop self-generating fund raising activities to provide core funding for programs.

Crystal Clear Holdings

For over half a century Crystal Clear Holdings has been a leader in the development of real estate projects throughout South Florida. With a strong emphasis in quality, residential construction, Crystal Clear has been a leader in the expansion of new communities and emerging neighborhoods. A local graduate of Florida International University's Master Real Estate Program, developer Alain Lantigua has been leading the company in development, redevelopment and management. The projects spearheaded by Mr. Lantigua encompass the residential gamut; from hundreds of single family homes to high rise, mixed-used projects. Of note are the residential towers Phillip Park and Ponce Towers, mixed residential developments in Coral Gables of over 200 units with commercial and retail components which exemplify the quality of construction and vision for the marketplace that Mr. Lantigua represents. These projects were a success in both execution and form and in many cases set a new threshold in the market totaling over \$100,000,000 in closed sellout. The most recent example is Ponce Tower, located at 1805 Ponce de Leon Boulevard in Coral Gables with a total project cost of over \$55,000,000.

EAC Consulting

As one of the State of Florida's premier design consulting firms, EAC Consulting, Inc. (EAC) provides engineering consulting services for infrastructure improvement and development projects for both public and private sector clients. EAC's expertise, knowledge, understanding and experience in all facets of civil engineering ensures their ability to excel while providing the proposed and future infrastructure improvements required.

RH Engineering Group

Robert Hernandez has been specializing in structural engineering services spanning over twenty years for private and public-sector clients. The Firm's design experience includes a vast array of building types with a focus on mixed-use construction including parking structures, municipal buildings and high-rise residential condominiums. Robert Hernandez has been the Engineer of Record for number of MPA garages and continues to be a leading expert in parking garages.

Ben Lopez & Associates

Ben Lopez has devoted his architectural career to the South Florida community and has been designing projects for over thirty years. BL & A is a full service architectural firm with a wealth of experience in architecture and space planning. The firm has completed a variety of project types, providing full architectural services in design, contract drawings, building inspections, feasibility studies and interior design.

II. PROJECT DESCRIPTION

The Earlington Heights Metrorail Station was opened in 1984. The site consists of a bus drop off area, multi-level parking garage consisting of approximately 1,000 spaces as well as a bus terminal. The site encompasses approximately 5 acres and severely underutilized. Developer proposes to build three residential rental towers, staggered over three phases over the vacant portion of the site. Developer recognizes the critical need for quality and accessible housing in the area and as a result of market studies and demand analyses of the surrounding community, proposes the entire project fall under the auspices of Miami-Dade County's Workforce Housing Initiative. None of the critical services of the Station will be affected, but the Parking Garage and Metro bus stations will be greatly enhanced. The proposed retail component will provide riders with a richer experience and create a destination point for the community in the area. The direct connection from the garage to the towers will provide security and ease of accessibility for every resident to reach public transit. Each of the towers will consist of approximately 200 residential units, common areas and 5,000 square feet of retail with ample outside café sitting. In addition, a children's playground, along with other amenities, will be built for residents.

Upgrade to Garage

A major centerpiece of the proposed development consists of substantial improvements, upgrades and renovations to the existing garage at Developer's sole cost and expense. The garage at Earlington Heights is the only garage on the MetroRail system that is open 24 hours a day, seven days per week. Due to a lack of housing in the area and limited ridership, the garage is



severely underutilized and has become a de facto car storage for aging county fleet cars. Developer proposes to create a connector bridge from the garage to each residential tower, granting residents a safe and secure method of connecting from their homes, to the garage and to the station. Residents will use the garage primarily overnight when the garage is virtually empty. Estimated revenue from overnight use is expected to be approximately \$500,000 per year. Estimated revenue from increased use due to retail traffic is expected to be approximately \$250,000 per year.

Layout

The proposed conceptual architectural plans, designed by Ben Lopez & Associates, is for three, 16-story high-rise structures each consisting of approximately 200 residential units ranging from studios, 1-bedroom, 2-bedroom and 3-bedroom corner units balconies. Each Tower will be connected to the other by a connector bridge on the second floor. The connecting bridge will provide security from the parking garage to the residential units. Each Tower will also have an interior and exterior recreational area as well as a gym for residents. All Towers will have approximately 5,000 square feet of retail space as well as outside sitting areas.

Ground Floor

The Ground Floor will significantly upgrade the Metro bus line stations to create a Retail Plaza, with improved sitting and exciting retail opportunities. Each building will have approximately 5,000 square feet for eating establishments, coffee shops and a community daycare center.

Second Floor

The Second Floor will consist of approximately 15 residential units. Residential units will range from 420 square foot studios to 1,100 square foot 3-bedroom units. A pedestrian cross bridge will connect the existing parking garage to the towers through a corridor on the 2nd Floor.

Floors 6 - 10

Floors 6-10 will consist of 10 residential units from 563 square feet 1-bedrooms to 1,100 square feet 3-bedrooms. The sixth floor will also have an open-air Recreation Area as well as an indoor Recreation Area and a gymnasium for tenant use.

Floors 11 - 16

Floors 11-16 will consist of approximately 15 residential units. Residential units will range from Studios to 3-bedrooms.

III. CONCEPTUAL DESIGN PLANS



Author	Case Plan
de101	1st Floor Plan Stage 1
de102	1st Floor Plan Stage 2 & 3
de103	2nd Floor Plan Stage 1
de104	2nd Floor Plan Stage 2 & 3
de105	3rd Floor Plan Stage 1
de106	3rd Floor Plan Stage 2 & 3
de107	10th-100th Floor Plan Stage 1, 2, 3
de108	10th-100th Floor Plan Stage 1, 2, 3
de109	South Elevations
de110	East & West Elevations
de111	North Elevations

PROJECT NO: 12 Project Code
DRAWN BY: 12101 Techn. Unit Full Name
COPYRIGHT:

Cover

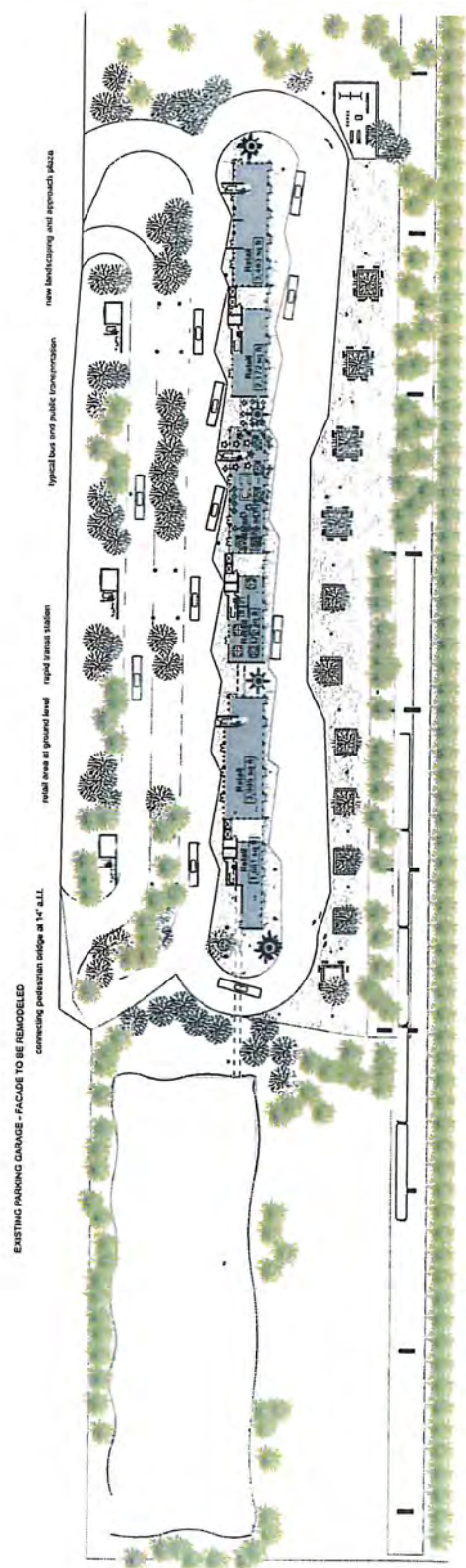
Sheet 1 OF 13



Aerial Location Plan



Location Plan



Site Plan
SCALE 1" = 40'

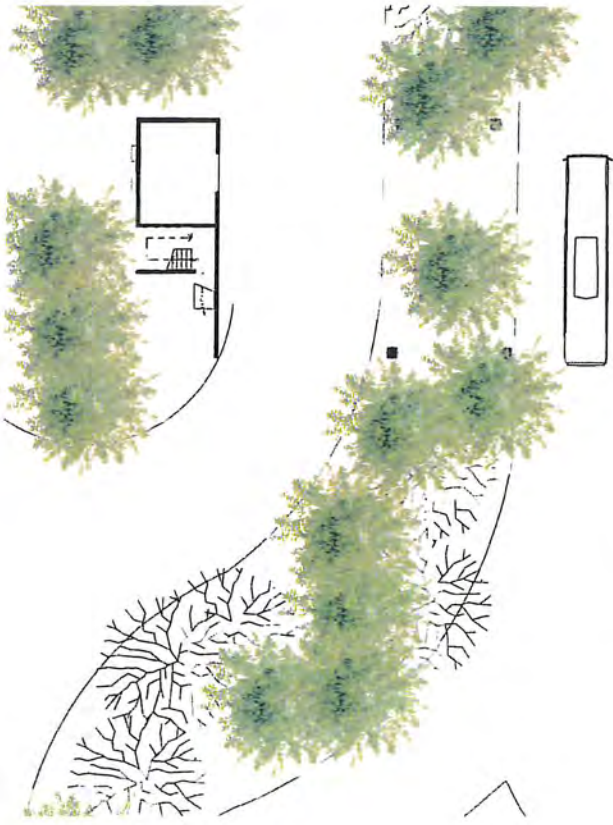
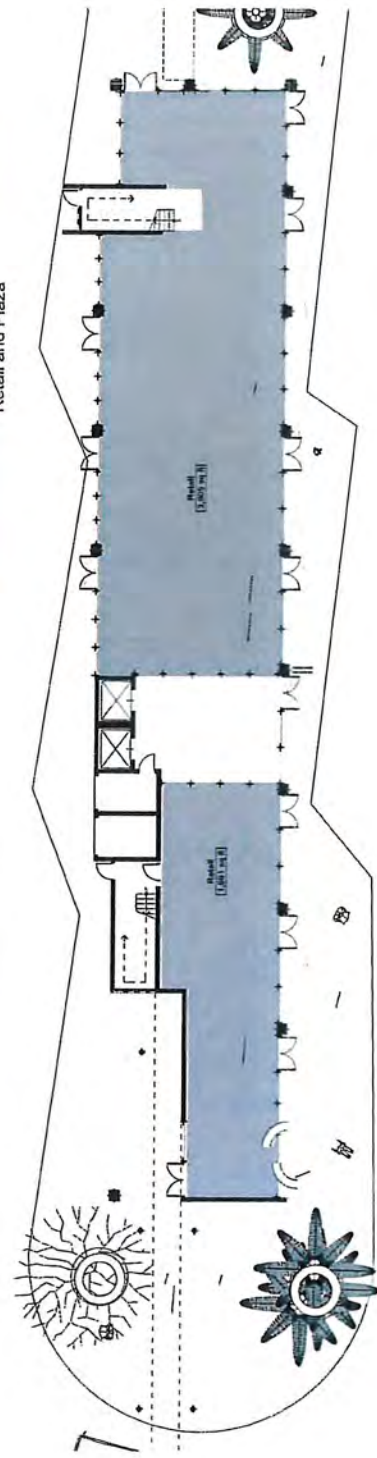
BEN LOPEZ AND ASSOCIATES ARCHITECTS 1401 Main Street, Coral Gables, FL 33134 Tel: 305.443.1818 Fax: 305.443.1747 www.benlopez.com		PROJECT NO. 17-001 DRAWN BY: JLD CHECKED BY: JLD DATE: 11/11/2017		PROJECT NO. 17-001 DRAWN BY: JLD CHECKED BY: JLD DATE: 11/11/2017		PROJECT NO. 17-001 DRAWN BY: JLD CHECKED BY: JLD DATE: 11/11/2017		PROJECT NO. 17-001 DRAWN BY: JLD CHECKED BY: JLD DATE: 11/11/2017		PROJECT NO. 17-001 DRAWN BY: JLD CHECKED BY: JLD DATE: 11/11/2017	
#Project Name #Site Address1 #Site City, #Site Postcode state		#Project Name #Site Address1 #Site City, #Site Postcode state		#Project Name #Site Address1 #Site City, #Site Postcode state		#Project Name #Site Address1 #Site City, #Site Postcode state		#Project Name #Site Address1 #Site City, #Site Postcode state		#Project Name #Site Address1 #Site City, #Site Postcode state	
SHEET TITLE 1st Floor Plan Bldg 1		SHEET TITLE 1st Floor Plan Bldg 1		SHEET TITLE 1st Floor Plan Bldg 1		SHEET TITLE 1st Floor Plan Bldg 1		SHEET TITLE 1st Floor Plan Bldg 1		SHEET TITLE 1st Floor Plan Bldg 1	
A-102		A-102		A-102		A-102		A-102		A-102	
Sheet 3 OF 13		Sheet 3 OF 13		Sheet 3 OF 13		Sheet 3 OF 13		Sheet 3 OF 13		Sheet 3 OF 13	



Plaza and Playground Area



Retail and Plaza



1 1st Floor Plan Bldg 1
SCALE: 1/8" = 1'-0"

BEN LOPEZ AND ASSOCIATES

ARCHITECTS

1401 Avenida Americas, Coral Gables, FL 33134
Tel. 305-443-1800 Fax. 305-443-7153
E-MAIL: info@benlopez.com

CONSULTANTS

Ben Lopez Architects
1401 Avenida Americas, Coral Gables, FL 33134
Tel. 305-443-1800 Fax. 305-443-7153
E-MAIL: info@benlopez.com

#Project Name
#Site Address1
#Site City, #Site Postcode
state

MARK	DATE	DESCRIPTION

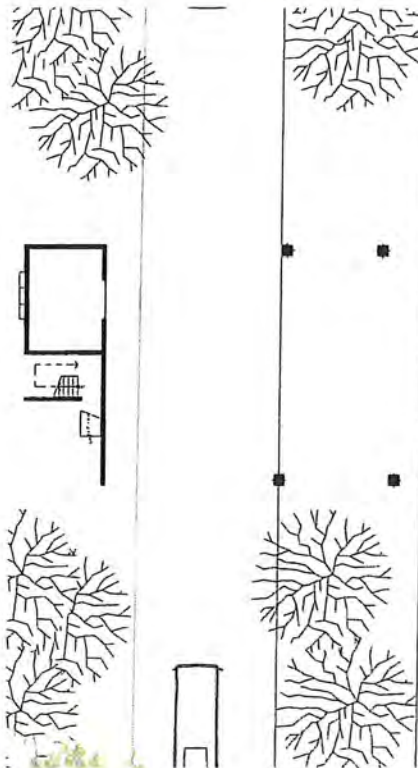
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CHECKED BY: #Checked By

SHEET TITLE

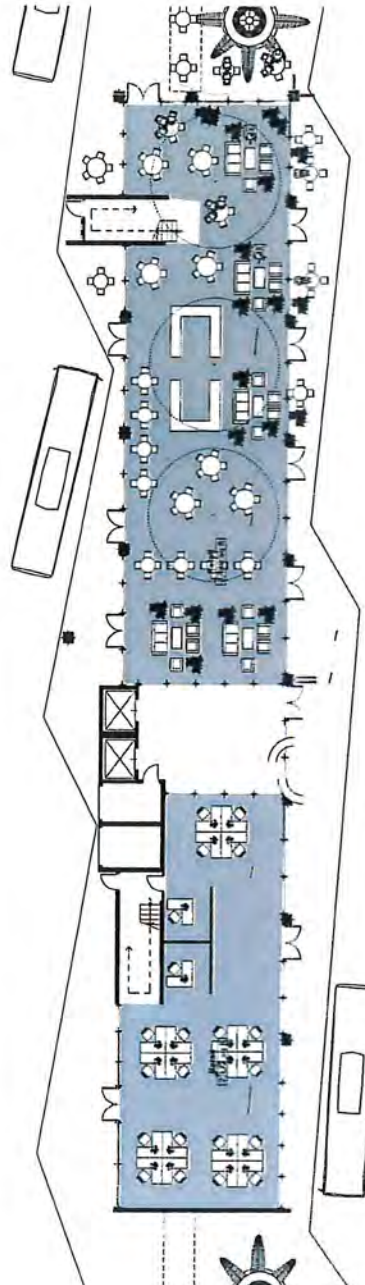
1st Floor Plan Bldgs 2 &
3

A-103

Sheet 4 OF 13



Retail Outdoor Cafe



1 1st FLOOR PLAN
SCALE: 1/8" = 1'-0"

BEN LOPEZ AND ASSOCIATES

ARCHITECTS

1400 University Avenue, Coral Gables, FL 33134
Tel: 305 441 1000 Fax: 305 441 7143
www.benlopez.com

CONSULTANT

Ben Lopez and Associates
1400 University Avenue, Coral Gables, FL 33134
Tel: 305 441 1000 Fax: 305 441 7143
www.benlopez.com

#Project Name
#Site Address1
#Site City, #Site Postcode
state

MARK	DATE	DESCRIPTION

PROJECT NO. #PROJECT CODE
DRAWN BY: AND REVISION OF DRAWING
COPYRIGHT:

SHEET TITLE

2nd Floor Plan Bldg 1

A-104

Sheet 5 OF 13



Connector Bridge



2 2nd Floor Plan Bldg 1 (3rd -5th Similar to Bldg 2,3)

SCALE: 3/8" = 1'-0"

BEN LOPEZ AND ASSOCIATES

ARCHITECTS

1400 Alhambra Avenue, Costa Mesa, CA 92626
 Tel: 949.445.1800 Fax: 949.445.7161
 www.benlopez.com

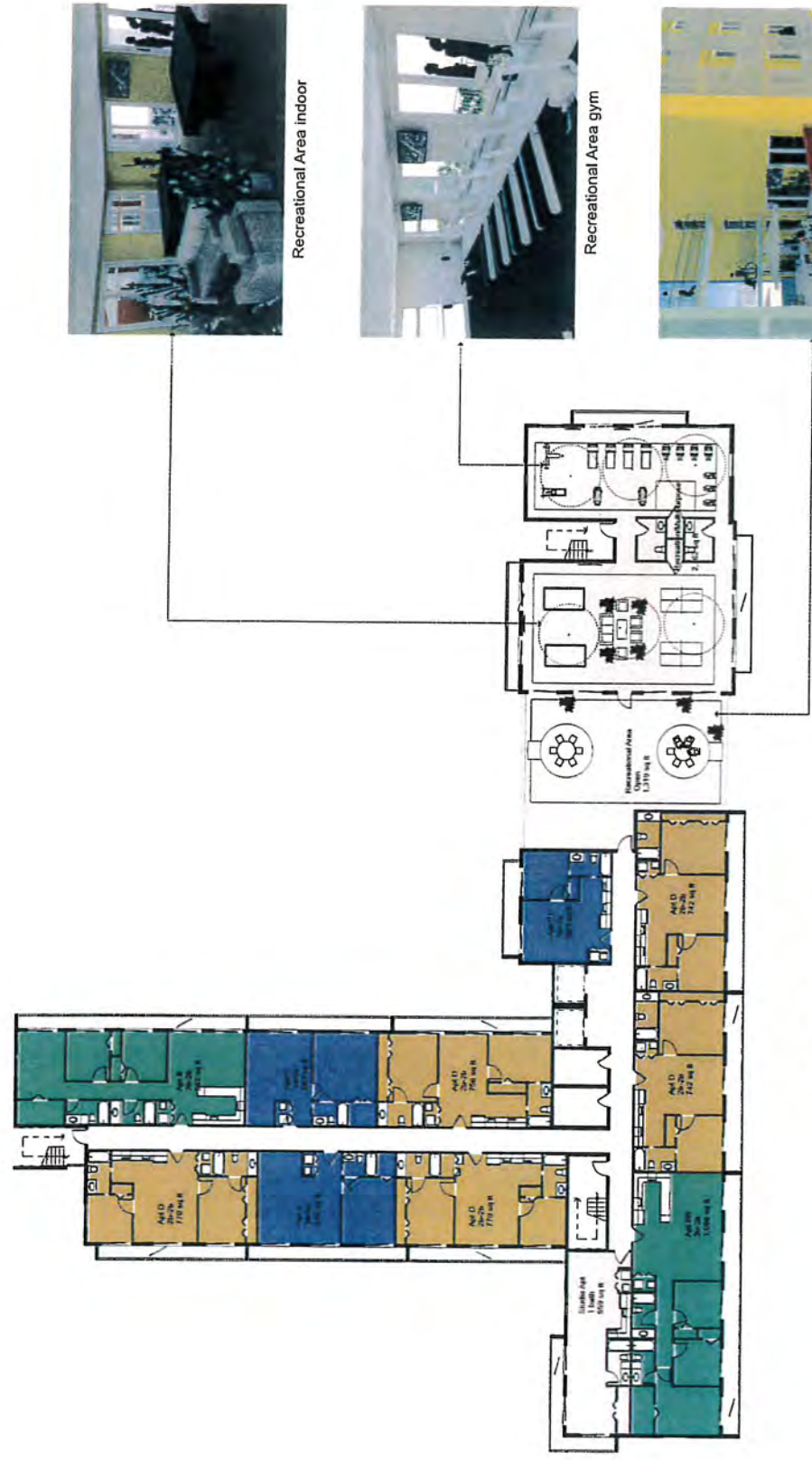
PROJECT NO. #Project Code
 DRAWN BY: AAD
 CHECKED BY: AAD
 DATE: 11/11/2011

SHEET TITLE
 6th-10th Floor Plan
 Bldgs 1,2,3

A-106
 Sheet 7 of 13

#Project Name
 #Site Address1
 #Site City, #Site Postcode
 state

MARK DATE DESCRIPTION
 PROJECT NO. #Project Code
 DRAWN BY: AAD
 CHECKED BY: AAD
 DATE: 11/11/2011



6 6th-10th Floor Plan Bldgs 1,2,3
SCALE: 3/32" = 1'-0"

BEN LOPEZ AND ASSOCIATES

ARCHITECTS

1400 Avenue of the Americas, Coral Gables, FL 33134
Tel: 305.443.1000 Fax: 305.443.1100
www.benlopez.com

CONSULTANTS

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OR MECHANICAL, INCLUDING
PHOTOCOPYING, RECORDING,
OR BY ANY INFORMATION
STORAGE AND RETRIEVAL
SYSTEM, WITHOUT PERMISSION
IN WRITING FROM BEN LOPEZ
AND ASSOCIATES, ARCHITECTS

#Project Name
#Site Address 1
#Site City, #Site Postcode
state

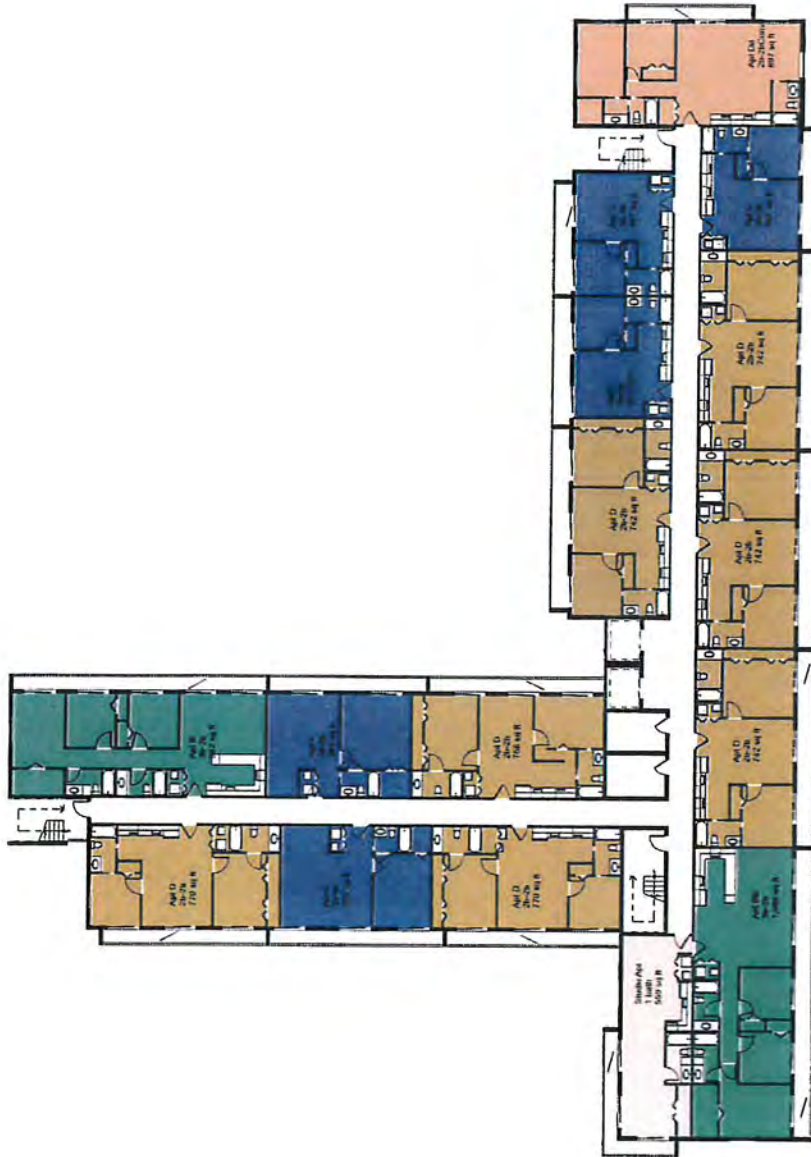
DATE	DESCRIPTION

PROJECT NO. #Project Code
DRAWN BY: #Architectural Name
CHECKED BY: #Architectural Name

SHEET TITLE
11th-16th Floor Plan
Bldg 1.2.3

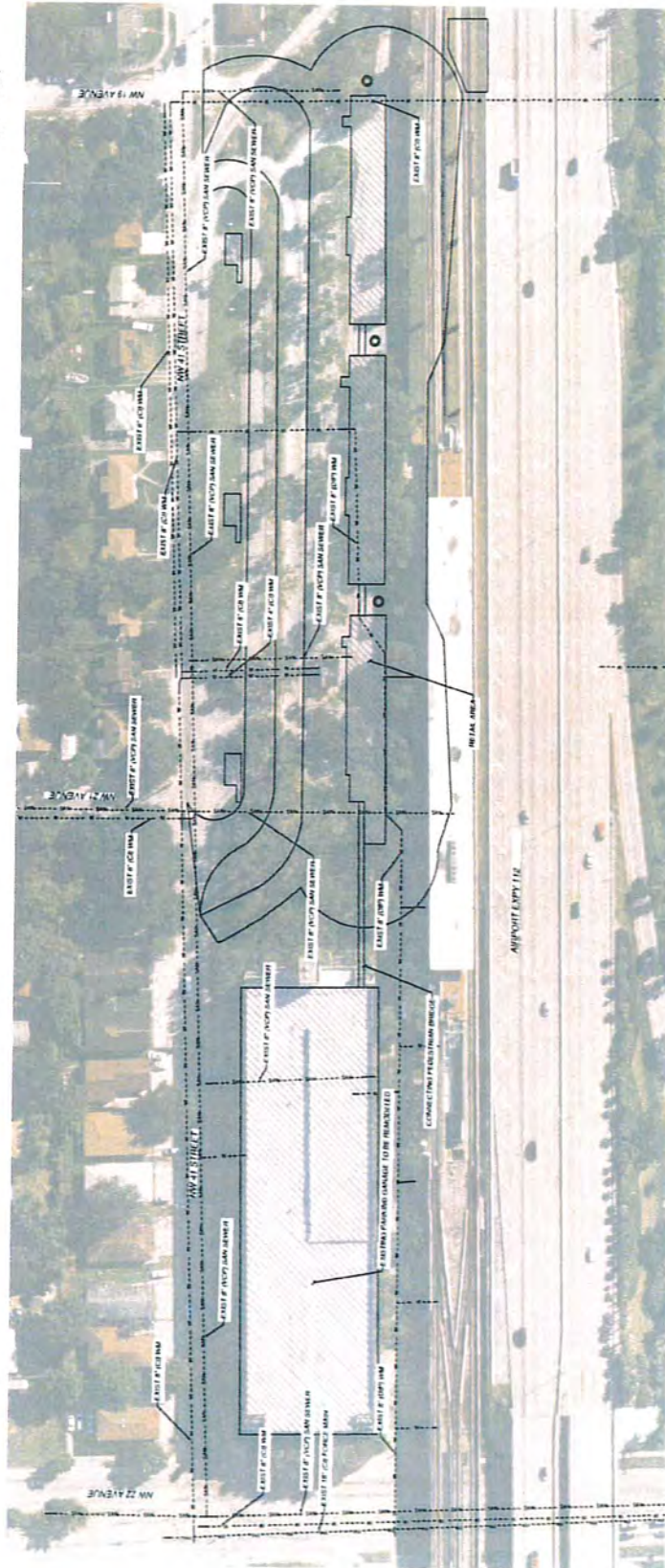
A-107

Sheet 8 OF 13



11 11th-16th Floor Plan
SCALE 1/8" = 1'-0"

Sheet 10 OF 13



EAC Consulting Inc.
5223 BLUE LAGOON DR, SUITE 4
UNION, FL 33178
PH: 305-263-5400
CA # 7911
EAC PROJECT NO. 1777

SUB CONSULTANT:

Sunshine811.com

PROJECT:

EARLINGTON HEIGHTS

KEY MAP:

[illegible]

DATE ISSUED:	
DESIGNED BY:	
DRAWN BY:	
REVIEWED BY:	
SCALE:	

[illegible]

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ספרי	ספרי

SITE PLAN

C-1.0

ET — OF —
CONCEPTUAL.

IV. DEVELOPMENT TEAM QUALIFICATIONS

The Reverend Honorable Jimmie Lee Williams, III

504 North West 3rd Ave, Homestead, Florida 33030

305-691-4212 Office - 305-691-062 Fax

305-763-2087 Home - 305-282-4467 Cell

jlw41007@aol.com e-mail

Executive Summary: Over 17 years of experience in service organizations and government, including management and administration of national and regional programs; leadership in governmental departments, public and private agencies, non-profit organizations, community development corporation (CDC), and related advocacy activities; worked in legislative lobbying on a local, state, federal; and experience in all aspects of political campaigns and small business consulting.

Educational Background:

- Candidate for Ph.D. Program Union Institute and University in Ethical and Creative Leadership for the winter of 2018.
- Master of Divinity in New Testament, Philosophy and Theology, Turner Theological Seminary at Interdenominational Theological Center, 2005.
- Bachelor of Arts degree in Finance & Organizational Management, Warner Southern College, 2002.
- Associate of Arts degree in Accounting, Keiser University, 2001.

Professional Experience:

• **Senior Minister of Saint James A.M.E Church Miami, FL. 2011-Persent**

In my capacity as the Senior Minister, I head the administrative body of the Church. Since accepting this position, I have Championed the development of infrastructure by all ministry and support areas that promote healthy, long-term growth of the church. In my tenure, I have led the church's building programs, including capital fundraising campaigns with amounts over seven figures that have been pledged, and secured, master planning, design and architecture, contractor selection, and construction renovation and remodeling outdated facility. The Senior Minister oversees the compilation of a church budget and adherence to that budget. As the Senior Minister I act as a President and C.E.O. oversite of 16 paid church staff, which often includes chief financial office, executive secretary, office manager, worship & Arts director and Facilities manager. As Senior Minister I provided pastoral care and counseling to membership including dealing with conflict resolution within the church and any discipline issues that may arise.

• **Saint James Community Development Corporation of Miami, Inc. Miami, FL. 2012-Persent**

As President and Chief Executive Officer I have led initiatives that: foster and create through the infill affordable homes program, foster community leadership, enhance and protect open spaces, and offer steps to increased incomes and assets, so that residents can call Miami-Dade home for the long-term. Saint James CDC is building a stronger and more stable community by representing and supporting the expressed interests, positive engagement and leadership of Saint James' diverse local communities, institutions, individuals, and families of all incomes. We: have a mission to develop affordable housing; secure properties for homeownership; train people who wish to become homebuyers; offer services to residents of the housing we help develop; and build community leadership and engagement. Saint James CDC have strengthened community partnerships, and expanded our resident service programs, including financial coaching, recreational, and other activities through our community participation.

• **Saint James Social & Economic Development Center Miami, FL. 2011-Persent**

As the Executive Director, I assume the role of the Chief Executive Officer of Saint James Social and Economic Development Center. My duties require that I report to the Board of Directors and take responsibility for the organization's consistent achievement of its mission and financial objectives. In

program development and administration, I provide leadership in developing programs, organizational and financial plans with the Board of Directors and staff, and carry out plans and policies authorized by the board. I made sure that the board is kept fully informed on the condition of the organization and all-important factors influencing it. This includes publicize the activities of the organization, its programs, and goals, establish sound working relationships and cooperative arrangements with community groups and organizations, I help the programs point of view of the organization to agencies, organizations, and the general public, take responsibility for developing and maintaining sound financial practices, work with the staff, Finance Committee, and the Board in preparing a budget; see that the organization operates within budget guidelines, and ensure that adequate funds are available to permit the organization to carry out its work; jointly, with the President and Secretary of the board of directors, conduct official correspondence of the organization, and jointly, with designated officers, execute legal documents.

- **Senior Minister of Greater New Mt. Zion A.M.E. Church Homestead, FL, 2006-2011**

As Senior Minister, I served as head of the administrative body with the help of leadership. Duties and responsibilities included overseeing the compilation of a church budget and adherence to that budget. The Senior Minister acts as a manager of sorts to the paid church staff, which often includes a secretary, office manager and custodian. The Senior Minister along with the church leadership ensures that the church is adhering to the laws set by the African Methodist Episcopal Church and the bible. This includes dealing with conflicts within the church and any discipline issues that may arise.

- **Senior Minister of New Bethel A.M.E. Church, Port St. Joe, FL, 2004-2006**

As Senior Minister, I served as head of the administrative body, with the help of church leadership. In the Senior Minister position, I oversaw the compilation of the church budget and adherence to that budget. I fulfilled the role of manager of paid church staff, which often includes a secretary, office manager and custodian. Being Senior Minister along with the church leadership ensures that the church is adhering to the laws set by the African Methodist Episcopal Church and the bible. This includes dealing with conflicts within the church and any discipline issues that may arise.

- **Executive Senior Minister of St. Paul A.M.E. Church, Atlanta, GA, 2002-2004**

As the Executive Senior Minister, I was responsible for the overall leadership and direction of church staff, leading all functional areas in the accomplishment of the church's mission. This includes outreach, arts, pastoral care, group life, student and children's ministry areas as well as strategic planning, finance, administration, human resources, and operations and performs other duties as assigned by Senior Minister of the church.

Current & Political Experience:

Councilman Jimmie L. Williams, III was re-elected in November 2013 to a four-year term in Council Seat #4, which includes the Southwest area of Homestead. Councilman Jimmie L. Williams, III was first elected as a Homestead Council Member Seat 4 in 2009.

- **City Councilman of Homestead (Elected Position) Homestead, FL, 2009-2017**

As a City Council Member, I created and enhanced purposeful legislation, and pass local law and ordinances. Legislation that passes through the Council may relate to city budgets in excess of \$460 Million dollars, local taxes, land use, zoning and licenses for both business and recreation. As a City Councilmember, my constituent's comes first with a city's population of 69,000. Interaction with the public is essential to performing my duties effectively; duties which include supervising/monitoring the performance efficiency of City departments and programs, negotiating contracts for Citywide capital improvement projects, and serving as liaison with other governments. As a City Councilmember, I fulfill my responsibilities to my constituents by listening to their concerns and suggestions, explaining new legislation and the impact of said legislation on the community. I represented the City of Homestead during interaction with county (Miami-Dade), state (Florida), and the federal government. In the spring

of 2017, I met with state legislators on both side of the Health Care Appropriations Committees, Securing over \$200,000.00 in funding for a Sickle Cell Disease initiative to be implemented statewide in Florida. House Bill 2975 is the first legislative item that facilitates a research and care clinic dedicated only to patients with Sickle Cell Disease.

Current and Past Appointments to Boards & Committees:

- Appointed to City of Homestead Green Cities Initiative 2015- 2017
- Appointed to the City of Homestead South Florida Water Management District Initiative 2015-2017
- Small Business Incubator, 2009-2013
- Finance & Budget Committee Chair City of Homestead oversee \$360 Million Dollars, 2009-2016
- Procurement & General Services Chair, 2011-2016
- Solid Waste Department Chair, 2011-2016
- Southwest Advisory Committee, 2009-2017
- New Elected Officials Pension Board Chair Oversee \$4.9 Million Dollar, 2013-2017
- Finance & Taxation Committee of Florida League of Cities, 2010-2017
- Federal Action Strike Team Committee (FAST) of Florida League of Cities, 2010-2012
- Chairman for the City of Homestead Finance/Enterprise Funds, 2009-2016
- Chairman for the City of Homestead Community Redevelopment Agency, 2009-2011
- Chairman for the City of Homestead Economic Development, 2009-2011
- Appointed to the City of Homestead Special Events Grant Board 2007-2008
- Board Member for the Little Angels Foundation, 2008-2013
- Member of the Connectional Council of the A.M.E. Church, 1999-2017
- Member of Conference Board of Trustees for the South Florida Annual Conference of the African Methodist Episcopal Church, 2007-Present.
- Member of the Board of Examiners in the South and Florida Annual Conference of the African Methodist Episcopal Church, 2005-Present
- Board of Examiners Institute Instructor in New Testament, Philosophy and Theology, 2006-2014
- Area Vice-President for P.U.L.S.E. (People Unity to Lead a Struggle for Equality), Gould's, Homestead, Princeton & Florida City, 2007-2009
- Board of Directors for Saint James Federal Credit Union, 2009-2017
- Board of Directors for Saint James Community Development Corporation, serves as President, 2012-Present
- Board of Directors for Saint James Social and Economic Development Center, 2011-Present

Academic Seminary Service to Turner Theological Seminary Atlanta, Ga.

- Appointed Trustee of Turner Theological Seminary in Atlanta, GA this oversees a budget of \$1.4M, 2006-2017
- Appointed Trustee to the Turner Theological Seminary Academic & Student Affairs Committee 2007-2017-Atlanta, GA
- Appointed Trustee to the Turner Theological Seminary Endowment & Investment Committee, 2007-2017, Atlanta, GA
- Elected Second Vice-President Turner Theological Seminary Alumni Association, 2007-2009

Religion and Culture Articles

- 2015 "Councilman Pastor Jimmie L. Williams III: Servant of God and the people" The Miami Times April 1, 2015, <http://miamitimesonline.com/news/2015/apr/01/councilman-pastor-jimmie-l-williams-iii-servant-go/?page=2> Author Gigi Tinsley.
- 2011 "Why Councilman Jimmie Williams Chose to Transcend Racial and Economic Lines." Politic365 July 24, 2011, <http://politic365.com/2011/07/24-why-councilman-jimmie-williams-chose-to-transcend-racial-and-economic-lines/> Author Bederia Moore, Esq.

Fellowships and Awards

Leadership Education at Duke Divinity, Durham, NC. 2009

- Through Foundations of Christian Leadership, The Fellowship aim to help Christian leaders explore their gifts and cultivate the practices that are essential for spurring transformation within Christian organizations.
- Form a supportive community rooted in Christian practices.
- Refine a vision of thriving communities that includes the work of Christian institutions.
- Learn how to assess the context in which they are serving and appropriately plan.
- Hone skills in human resources, administration and theological reflection.

Awards & Accomplishments:

- Listed in Biltmore's Who's Who among Executives & Professionals, 2009
- Listed in Cambridge Who's Who, 2007, 2008
- Listed in Chancellor's List, 2004, 2005
- \$30,000 Planning Grant recipient from the Jessie Ball DuPont Foundation for the Port St. Joe Community
- \$450,000 Grant recipient for establishing the Home Ownership Center for Training & Housing Funding
- Self-Published writings include: "Managing Your Finances," New Members, New Believers" Manual for the A.M.E. Church & "Managing Your Money God's Way."

Professional Memberships

- | | | |
|--|----------------------|--------------|
| • Florida Public Pension Trustees Association – FPPTA | Tallahassee Florida, | 2013-Present |
| • Certified Public Pension Trustee – CPPT | Tallahassee Florida, | 2016-Present |
| • Florida League of Cities, Inc. | Tallahassee Florida, | 2009-2017 |
| • Florida Black Caucus of Local Elected Officials Inc. (FBC-LEO) | West Park, FL | 2010-2017 |

Biographical Information:

- Organized Imani Investment Group, Inc. with over 45 partners for the South West Dade Area
- Lifetime member of the NAACP (National Association for the Advancement of Colored People)
- Founder of Daniel A. Payne Leadership Academy Charter School (All Male School), Homestead, FL
- Chairman & Chief Executive Officer of Zion Community of Homestead Ministry 501c3, 2006-2009
- Ordained Minister as Itinerant Elder in the African Methodist Episcopal Church, Orlando, FL, 2005
- Ordained Minister as Itinerant Deacon in the African Methodist Episcopal Church, Lakeland FL., 2003

Skill Bank

- Spiritual Director,
 - Nonprofit advocate for Health Care
 - A skilled Lobbyist for Local, State, and Federal
 - Business Development
 - Community Organizer
 - Planning
 - Administration
 - Financial Planning & Analysis
 - Budgeting & Accountability
 - Facilities Management
 - Supervision of Staff
 - Procurement operations
-

Culture Traveled Internationally to:

- **South Africa:**
- Cape Town
- Johannesburg
- East London
- **West Africa**
- Dakar-Senegal
- Abidjan-Cote D'Ivoire
- Conakry - Guinea
- Lagos - Nigeria
- **Asia**
- Doha-Qatar
- **Europe**
- Germany, Frankfurt
- **North America:**
- North Atlantic
- Southeast
- Midwest
- Southwest and Heartland
- Pacific
- **Caribbean Islands**
- The Bahamas
- Mexico,
- Puerto Rico
- Jamaica
- Virgin Islands



CRYSTAL CLEAR
HOLDINGS



Alain Lantigua

President, Crystal Clear Holdings LLC

President, Harlequin Property Management LLC

Alain Lantigua has been involved in all aspects of the real estate industry beginning in 1988 when he joined Champion Title and Trust as a closing coordinator. Since then he has worked in all aspects of the Real Estate industry including sales, management, lending and development.

The business has expanded in the last ten years to include the development of residential and commercial projects, management of residential units and entitlement of proposed Public-Private partnerships.

Crystal Clear has been a driving force in emerging markets, often becoming the catalyst for further private development in marginal economic areas. We were an early bettor in the Design District, advanced residential development in Downtown Miami, and promoted public transportation ridership in our West Brickell Development.

In an effort to promote sustainable workforce family housing, we purchased, rehabbed and manage the largest portfolio of single family Section 8 housing in the West Little River corridor.

EDUCATION

Florida International University - Real Estate

Florida International University – Masters in International Real Estate

EXPERIENCE

SELECTED PROJECT EXPERIENCE

- Selected as the winning team to redevelop City of Miami Fire House #4, designed by Revuelta Architecture
- Selected as the winning team for the Request for Proposal of the Design District Parking Garage. Project was completed by DACRA
- Selected as the winning team for the Request for Proposal of Downtown redevelopment of Garage 2, including a 53 story 440-unit condo tower. Designed by Zyscovich Architects

- 
- Ponce Tower, mixed use – 110 condo units, 50,000 sqft retail/office – full development
 - Philip Park Villas residential – 41 residential units
 - Deer Creek Estates, residential – 160 single family homes
 - Rehabilitated and manage the largest portfolio of Section 8 single family housing in the West Little River corridor
 - Successfully converted a fourteen unit abandoned residential asset in Coconut Grove, Florida, into townhomes. Full rehabilitation included replacement of windows, doors, roof, kitchens and bathrooms.
 - Successfully converted 55,000 square feet of industrial space into dock height condominiums in Medley, Florida. Conversion included creating the legal framework for the condominium structure and negotiating terms with the Town of Medley.
 - Successfully converted 15,000 square feet of light industrial / retail space into condominium units in the Tamiami Airport Area and an additional 12,000 square feet of retail space in the City of Doral.
 - Acquired and partially developed a 10 acre piece of industrially zoned land in west Miami Dade County. Development included coordinating a Phase I and Phase II environmental audit, review options for Class IV Wetland Permit and negotiating mitigation credits. Identify public water and sewer sources and develop plans to tap into sources from parcel. Negotiated successfully with public entities to obtain easement to run water lines.
 - Since 2007, acquired and rehabilitated over 400 residential units.

CITY OF MIAMI FIRE STATION #4 RE DEVELOPMENT



DESIGN DISTRICT PARKING GARAGE

- Selected RFP winner
- Garage developed by DACRA



DOWNTOWN 56

- Selected RFP winner
- Redevelopment of Garage 2

PONCE TOWER

- 110 Condo Units
- 50,000 sqft retail/office
- Full development





MISSION PLACE AT THE GROVE

- 13 Townhomes
- Full Rehab
- Concept and Design
- \$3.2 Million

MEDLEY INDUSTRIAL

- 55,000 sqft
- Negotiated Eminent Domain with County
- Negotiated partial sale to Town of Medley
- First Condo Conversion in the Town of Medley
- \$6.7 Million



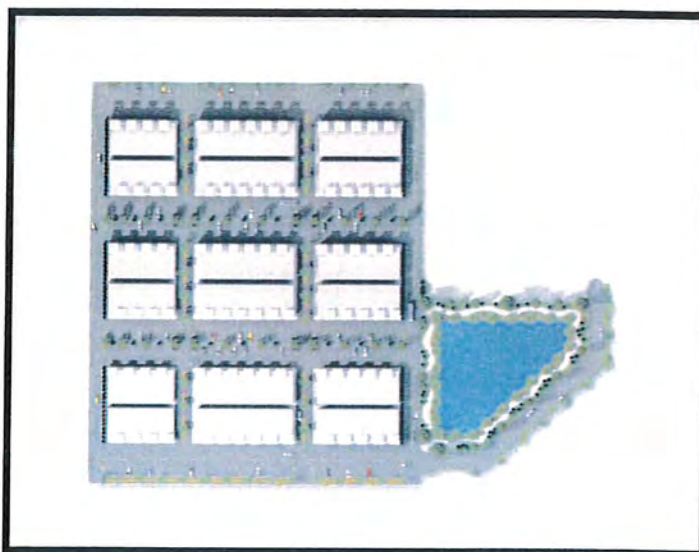


TAMIAMI GLORY

- 15,000 square feet
- Full rehab, design and financing
- \$3.2 Million

WEST DADE CORP. CENTER

- 10 Acre parcel
- Designed 200k sqft of flex warehouse space
- Negotiated water main easement with MDX
- \$5.5 Million





Firm Overview

As one of the State of Florida's premier design consulting firms, EAC Consulting, Inc. (EAC) provides engineering consulting services for infrastructure improvement and development projects for both private and public sector clients. EAC's expertise, knowledge, understanding and experience in all facets of civil engineering ensures our ability to excel while providing the proposed and future infrastructure improvements required by the client. With offices throughout the State of Florida, EAC provides engineering services that include: Land Development, Civil Infrastructure Design, Water and Water Resources, as well as Transit/Public Transportation and Systems Engineering. EAC's services to toll agencies include: Highway and Bridge Design, Program Management, Construction Management, Tolling and Intelligent Transportation Systems (ITS), and Planning. Since its establishment, EAC has assembled a diverse team of dedicated engineers and other professionals who are committed to the goals of quality, client service and excellence.

With an overall staff strength of more than 100 professionals, all located in the State of Florida, EAC has had the gracious opportunity to serve the needs of clients from South Florida up to the Pan Handle. While headquartered in Miami-Dade County, EAC staff also provide client services within the Fort Lauderdale, West Palm Beach and Orlando offices. **EAC makes client service a priority** – client relationships are the cornerstone of the firm's existence and will ensure repeat business. This is evident in that more than 75% of the firm workload is repeat business from existing clients. About 15% of the firm's workload is from clients that were referred to us by our existing clients. This characteristic also ensures that on assigned projects EAC's staff seek innovative solutions that bring value to our clients, whilst accomplishing two major tenets of successful projects – **Early Completion and Under Budget**.

EAC has been recognized for its engineering excellence and efforts to incorporate innovative engineering design solutions in our projects as well as its efforts to promote the well-being of our community. EAC is proud to have been recognized and presented with the following:

- ACEC New York Platinum Award for Engineering Excellence
- FICE/FDOT Outstanding Project Awards
- Florida Transportation Builders Association Awards
- Florida Institute of Consulting Engineers — Engineering Excellence Awards
- ASHTO Environmental Stewardship
- Greater Miami Chamber of Commerce Awards
- Florida Engineering Society — Consulting Engineer of the Year
- American Institute of Architects (Miami Chapter) — Consulting Engineer of the Year

EAC Consulting, Inc. and its staff maintain active memberships in several local, state, national and international professional organizations. Our memberships are due in part to our commitment to our industry and fostering the ideals for which we stand for. Some of the organizations and associations that we affiliated with include:

- | | |
|--|--|
| • Florida Engineering Society (FES) | • American Public Works Association (APWA) |
| • American Society of Civil Engineers (ASCE) | • Florida Institute of Consulting Engineers (FICE) |
| • American Water Works Association (AWWA) | |

At EAC, we attribute our success and sustained growth to our commitment to client satisfaction, community involvement, innovative engineering solutions and quality assurance. Our clients continue to rely on EAC's knowledge and experience for the distinctive and reliable engineering services that bring value to their projects.



ENRIQUE "RICK" CROOKS, P.E.



Mr. Crooks is an accomplished engineer with 32 years of experience. His engineering experience is extensive and yet diverse. Mr. Crooks has successfully held positions that range from design engineer to project manager, and as such is familiar with every aspect of consulting engineering. Mr. Crooks has significant experience in the planning, design and management of complex and major highway projects including bridge projects. He has been engineer of record for several roadway and bridge projects and has had been responsible for the development of Project Development and Environment Studies (PD&Es). While serving as the program director for an expressway authority general engineering contract, he oversaw all aspects of the planning, project development, procurement, design and construction of a five year work program over \$500 million that was funded with toll revenues and considered all project delivery methods.

RELEVANT EXPERIENCE

Peter Plaza Adult Residency, Miami Dade County Housing Agency, FL

Principal-In-Charge was responsible for inspected and prepared restoration design and provided construction administration, for balconies in the facility. Repairs included spall repairs, joint reconstruction and seal replacement, metal railing replacement and sealing concrete surfaces.

Newberg Living Facility and Warehouse Miami Dade County Housing Agency, FL

Principal-In-Charge was responsible for inspected, prepared restoration details and provided construction administration for repairing balconies in the living facility. Prepared 40year recertification report and subsequent repairs, as well as renovation to the warehouse.

Little River Water Distribution Mains Improvements- Miami Dade Housing Agency, FL

Principal-In-Charge for the civil design services to the Miami-Dade Housing Agency for improvements to their properties. Services for this project included: field evaluation of the existing exterior water supply lines and related components; verification of existing site utilities' sizes and their location; research, recommendations, and design of replacement lines; compliance with all applicable agencies requirements and their approvals of proposed lines; projected construction cost estimates; project's timeline for consultant's work and estimated construction schedule; approved construction documents, as required for permitting.

Senator Villa Apartments - Miami Dade Housing Agency, FL

Principal-In-Charge responsible for the civil engineering services required for the development of a design criteria package for a proposed apartment complex located in Miami-Dade County. This project involves potable water, fire protection and sanitary sewer service connections along with a full on-site storm water retention system. Two water service lines are extended into the property in order to satisfy potable water and fire protection requirements for the proposed complex in accordance with current jurisdictional code. Sanitary sewer service connection requires a

YEARS OF EXPERIENCE: 32

Education:

Master of Business Administration, Florida International University
1985 Bachelor of Science in Civil Engineering University of Florida

License:

Professional Engineer: Florida - 42528

Professional Organizations:

International Bridge, Tunnel and Turnpike Association
Florida Engineering Society
American Society of Civil Engineers

Awards

- FICE/FDOT Outstanding Project Award – Special Projects (2013)
- Consulting Engineer of the Year (2003) - AIA Miami Chapter
- Engineer of the Year (2003) - Florida Engineering Society
- Young Engineer of the Year Award (1999) Florida Engineering Society (Miami Chapter)
- Carlos Arboleya Community Service Award (1996)

gravity sewer extension into the property. Full on-site retention of storm water is attained through the use of exfiltration trenches.

Postmaster Apartments Complex, Miami Dade Housing Agency, FL

Principal-In-Charge responsible for this project which included the civil engineering services required for the development of a design criteria package for a proposed apartment located in Miami-Dade County. These projects involve potable water, fire protection and sanitary sewer service connections along with a full on-site storm water retention system. Two water service lines are extended into the property in order to satisfy potable water and fire protection requirements for the proposed complex in accordance with current jurisdictional code. Sanitary sewer service connection requires a gravity sewer extension into the property. Full on-site retention of storm water is attained through the use of ex-filtration trenches.

Grand Via Apartments, Miami Dade County Housing Agency, FL

Principal-In-Charge responsible for this project which included the civil engineering services required for the development of a design criteria package for a proposed apartment located in Miami-Dade County. These projects involve potable water, fire protection and sanitary sewer service connections along with a full on-site storm water retention system. Two water service lines are extended into the property in order to satisfy potable water and fire protection requirements for the proposed complex in accordance with current jurisdictional code. Sanitary sewer service connection requires a gravity sewer extension into the property. Full on-site retention of storm water is attained through the use of ex-filtration trenches.

Miami Police Department Training Center & Police College City of Miami

Principal-In-Charge responsible for the civil engineering for the City of Miami's new state-of-the-art Police College. The project comprises of an approximately 112,000 square feet, four-story freestanding building complex that is scheduled to accommodate local/international law enforcement training, public high school for law studies, and equipment for enforcement training. Within this facility, local law enforcement personnel as well as law enforcement personnel from around the globe will learn, study, and practice the latest crime fighting and antiterrorism tactics and procedures.

Island Living Apartments – Corwil Architects; Miami, FL.

Principal-In-Charge with responsibilities that include site layout, paving, grading and drainage, potable water, a 200 LF 12" water main extension upgrade, sanitary sewer, permitting and construction inspections. This project includes a new 11-story affordable housing units, parking garage and a mixed-use first floor area.

Washington Square Apartments – Corwil Architects; Miami, FL.

Principal-In-Charge with responsibilities that include site layout, paving, grading and drainage, potable water, a 265 LF 12" water main extension upgrade, sanitary sewer, permitting and construction inspections. This project includes a new 11-story affordable housing units, parking garage and a mixed-use first floor area.

Miami-Dade Fire Rescue Training Facility Miami-Dade Fire Rescue Department

Principal-In-Charge responsible for the site development engineering services for the Miami- Dade Fire Rescue Training Facility. The project constitutes a multi-use, state of the art advanced technology complex developed on 11 acres of land adjacent to MDFR's existing administrative headquarters. The facility was developed to provide top level fire rescue educational training and a wide range of learning for law enforcement, emergency medical services, public, community, civic, and private groups. Amongst other remarkable features is the design of a private lift station facility with duplex 20-HP pumps as part of the sanitary sewer collection/transmission system for the facility.



Michael Adeife, P.E. has more than 26 years of combined design/management engineering and construction experience. His engineering experience is extensive and yet diverse and encompasses transportation, utilities, urban planning, storm water/hydraulics design and management and land development. Mr. Adeife has successfully held positions that range from design engineer to project manager to department manager, and as such is familiar with every aspect of consulting engineering. Mr. Adeife's proven skills as a certified professional engineer / manager, his diverse engineering experience, and his commitment to delivery of quality, on schedule and budget controlled projects have propelled his success and continue to drive his passion to perform to the highest level of service.

RELEVANT EXPERIENCE

Liberty City Redevelopment Phase I- Related Urban Group; Miami, FL.

Principal-In-Charge for the Liberty Square redevelopment. It is a 57 Acre project bounded by NW 67th Street and NW 62nd Street to the north and south respectively, and NW 15th Avenue and NW 12th Avenue to west and east respectively. The project consists of 9-blocks site development (encompassing residential, commercial, educational and mixed use land use), which includes infrastructure elements such as potable water distribution and sanitary sewer collection and disposal. The first phase of the project will consist of six (6) Garden Style buildings. These buildings are three- story and will have 204 units. The first phase is bounded by NW 67th Street and NW 65th Street to the north and south respectively, and NW 15th Avenue and NW 14th Avenue to west and east respectively. Responsibilities include site layout, paving, grading, pavement markings, offsite roadway permitting and approvals.

Liberty City Redevelopment Phase II- Related Urban Group; Miami, FL.

Principal-In-Charge for the Liberty Square redevelopment. The second phase of the project will consist of six (6) Garden Style buildings. These buildings are three- story and will have 204 units. The second phase is bounded by NW 67th Street and NW 65th Street to the north and south respectively, and NW 14th Avenue and NW 13th Avenue to west and east respectively. Responsibilities include site layout, paving, grading, pavement markings, offsite roadway permitting and approvals.

Little River Water Distribution Mains Improvements- Miami Dade Housing Agency, FL

Project Manager for the civil design services to the Miami-Dade Housing Agency for improvements to their properties. Services for this project included: field evaluation of the existing exterior water supply lines and related components; verification of existing site utilities' sizes and their location; research, recommendations, and design of replacement lines; compliance with all applicable agencies requirements and their approvals of proposed lines; projected construction cost estimates; project's timeline for consultant's work and estimated construction schedule; approved construction documents, as required for permitting.

Senator Villa Apartments - Miami Dade Housing Agency, FL

Project Manager responsible for the civil engineering services required for the development of a design criteria package for a proposed apartment complex located in Miami-Dade County. This project involves potable water, fire protection and sanitary sewer service connections along with a full on-site storm water retention system. Two water service lines are

YEARS OF EXPERIENCE: 26

Education:

Master of Science in Civil Engineering –
Florida International University

License:

Professional Registration: Florida – 56094

Professional Organizations:

American Society of Civil Engineers
Florida Airport Association American Water
Works Association

extended into the property in order to satisfy potable water and fire protection requirements for the proposed complex in accordance with current jurisdictional code. Sanitary sewer service connection requires a gravity sewer extension into the property. Full on-site retention of storm water is attained through the use of exfiltration trenches.

Postmaster Apartments Complex, Miami Dade Housing Agency, FL

Project Manager responsible for this project which included the civil engineering services required for the development of a design criteria package for a proposed apartment located in Miami-Dade County. These projects involve potable water, fire protection and sanitary sewer service connections along with a full on-site storm water retention system. Two water service lines are extended into the property in order to satisfy potable water and fire protection requirements for the proposed complex in accordance with current jurisdictional code. Sanitary sewer service connection requires a gravity sewer extension into the property. Full on-site retention of storm water is attained through the use of ex-filtration trenches.

Grand Via Apartments, Miami Dade County Housing, FL

Project Manager responsible for this project which included the civil engineering services required for the development of a design criteria package for a proposed apartment located in Miami-Dade County. These projects involve potable water, fire protection and sanitary sewer service connections along with a full on-site storm water retention system. Two water service lines are extended into the property in order to satisfy potable water and fire protection requirements for the proposed complex in accordance with current jurisdictional code. Sanitary sewer service connection requires a gravity sewer extension into the property. Full on-site retention of storm water is attained through the use of ex-filtration trenches.

Green Turnkey Plaza Apartments, Miami, FL

Principal-In-Charge was responsible for providing professional Civil Engineering services for the rehabilitation of the existing residential building at 1500 NW 7th Court in Miami, FL. The parking lot is in need of milling and resurfacing and the existing handicap accessible parking spaces do not meet current ADA slope criteria. Additionally, EAC shall provide ADA accessible ramps for the sidewalks near the SE corner of the property and provide a potable water service for irrigation purposes.

Miami-Dade Housing Agency-Gwen Cherry Housing, Miami, FL

Engineer of Record responsible for the parking lot improvements including drainage and storm water management. Drainage improvements proposed required the mitigation of adverse flooding to the housing units due to heavy precipitation events. The project also required some geometry improvements as well as enhancements to the parking lot layout while providing applicable compliance with jurisdictional guidelines.

Washington Square Apartments – Corwil Architects; Miami, FL.

Senior Project Manager with responsibilities that include site layout, paving, grading and drainage, potable water, a 265 LF 12" water main extension upgrade, sanitary sewer, permitting and construction inspections. This project includes a new 11-story affordable housing units, parking garage and a mixed-use first floor area.

Island Living Apartments – Corwil Architects; Miami, FL.

Senior Project Manager with responsibilities that include site layout, paving, grading and drainage, potable water, a 200 LF 12" water main extension upgrade, sanitary sewer, permitting and construction inspections. This project includes a new 11-story affordable housing units, parking garage and a mixed-use first floor area.

Seventh Avenue Transit Village Phase II Atlantic Pacific Communities

Senior Project Manager for the Seventh Avenue Transit Village Phase II the second phase of a full parcel development that required close focus on ensuring that the work elements—drainage, paving, grading, utilities, and site geometry—were properly integrated with the first phase. This project included the construction of a proposed nine-story Transit Village Phase II Building with one hundred residential units and mixed use space on the ground floor. The project is located on 6145 NW 7th Avenue Miami, FL 33127. Offsite roadway improvements were also part of this development.



EVELYN L. RODRIGUEZ, P.E.



Ms. Rodriguez has 8 years of experience in general civil engineering design. Her latest experience has been site development projects. She has experience in potable water main and sanitary sewer extensions as well as storm sewer design for private and public projects. She has been the engineer in pump station design. Her responsibilities include design, project coordination, and permitting and construction administration.

RELEVANT EXPERIENCE

Liberty City Redevelopment Phase I – Related Urban Group; Miami, FL.

Engineer of Record for the Liberty Square redevelopment. It is a 57 Acre project bounded by NW 67th Street and NW 62nd Street to the north and south respectively, and NW 15th Avenue and NW 12th Avenue to west and east respectively. The project consists of 9-blocks site development (encompassing residential, commercial, educational and mixed use land use), which includes infrastructure elements such as potable water distribution and sanitary sewer collection and disposal. The first phase of the project will consist of six (6) Garden Style buildings. These buildings are three- story and will have 204 units. The first phase is bounded by NW 67th Street and NW 65th Street to the north and south respectively, and NW 15th Avenue and NW 14th Avenue to west and east respectively. Responsibilities include site layout, paving, grading, pavement markings, offsite roadway permitting and approvals.

Liberty City Redevelopment Phase II – Related Urban Group; Miami, FL.

Engineer of Record for the Liberty Square redevelopment. The second phase of the project will consist of six (6) Garden Style buildings. These buildings are three- story and will have 204 units. The second phase is bounded by NW 67th Street and NW 65th Street to the north and south respectively, and NW 14th Avenue and NW 13th Avenue to west and east respectively. Responsibilities include site layout, paving, grading, pavement markings, offsite roadway permitting and approvals.

Island Living Apartments – Corwil Architects; Miami, FL.

Civil Designer with responsibilities that include site layout, paving, grading and drainage, potable water, a 200 LF 12" water main extension upgrade, sanitary sewer, permitting and construction inspections. This project includes a new 11-story affordable housing units, parking garage and a mixed-use first floor area.

Washington Square Apartments – Corwil Architects; Miami, FL.

Designer with responsibilities that include site layout, paving, grading and drainage, potable water, a 265 LF 12" water main extension upgrade, sanitary sewer, permitting and construction inspections. This project includes a new 11-story affordable housing units, parking garage and a mixed-use first floor area.

YEARS OF EXPERIENCE: 8

Education:

Master of Science in Engineering
Management – Florida International
University

Bachelor of Science in Civil Engineering –
Florida International University

License:

Professional Engineer: Florida – 78548

Professional Organizations:

American Society of Civil Engineers
Chi Epsilon
Tau Beta Pi
National Society of Collegiate Scholars

Seventh Avenue Transit Village Phase II Atlantic Pacific Communities

Engineer of Record for the Seventh Avenue Transit Village Phase II the second phase of a full parcel development that required close focus on ensuring that the work elements—drainage, paving, grading, utilities, and site geometry—were properly integrated with the first phase. This project included the construction of a proposed nine-story Transit Village Phase II Building with one hundred residential units and mixed use space on the ground floor. The project is located on 6145 NW 7th Avenue Miami, FL 33127. Offsite roadway improvements were also part of this development.

Northside Transit Village Phase IV – Corwil Architects; Miami, FL.

Engineer of Record for providing professional engineering design services for the preparation of construction documents for the Northside Transit Village IV development. It consists of a proposed 120 units, 8-story building for elderly residents. This building will be located at NW 31st Avenue and NW 78th Street in Miami FL. As part of this project, there is a proposed 3 level parking garage for 131 spaced. This parking garage is proposed to be located on NW 77th Street and NW 31st Court. Project includes infrastructure elements such as potable water distribution, sanitary sewerage collection and disposal, storm water collection, storm water treatment and storm water disposal.

Town Center Apartments – Related Urban Development Group; City of Opa-Locka, FL.

Engineer of Record for the construction documents for a parallel parking spaces along Aladdin Street (bordering the recently constructed Town Center Apartment Complex development within the City of Opa Locka. Responsibilities include the parking layout, paving and grading, signage and pavement markings. Grading was essential to avoid drainage impacts.

MOCA Civic Plaza– Leo Daly; City of North Miami, FL.

Engineer of Record for the development of plans and construction details for the onsite grading and paving on the City of North Miami MOCA Civil Plaza located at 776 NE 125 Street, North Miami, Florida. The project includes grading coordination with the existing drainage as well as the existing surrounding area(s) to ensure that the site development is properly integrated.

Cybrary – DLR Group; City of Homestead, FL.

Engineer of Record for providing professional engineering design services for the preparation of construction documents for the Cybrary development. It consists of a 3-story library with a future retail space on the first level and a future coffee shop space on the mezzanine. The Cybrary is to be located at the intersection of W Mowry Drive and SW 1st Avenue, Homestead, Florida. Project includes infrastructure elements such as potable water services and sanitary sewerage services.

Historic Saint Agnes' Episcopal Church– Saint Agnes' Episcopal Church; Miami, FL.

Civil designer with responsibilities that include site layout, grading, utility services and permitting. This project includes building additions to the parish hall and sanctuary building.

Miami Rowing Club– Alleguez Architects; Miami, FL.

Designer for providing professional engineering design services for the preparation of construction documents for an additional building adjacent to the Miami Rowing Club. The responsibilities included obtaining approvals and permits from the agencies having jurisdictions and preparing an opinion of cost. This project includes providing potable water and sanitary sewer to the new building as well as drainage.



RODNEY C. DEVERA, P.E.



Mr. Devera has thirteen years of experience in general civil engineering design. His latest design experience has included potable water main and sanitary sewer extensions as well as storm sewer layout for private and public projects. His knowledge and experience in general civil engineering as well as utility and drainage design makes him a versatile engineer.

RELEVANT EXPERIENCE

Omni Area Utility Improvements – City of Miami; Miami, FL.

Project Engineer, responsible for the planning and upgrade design of the water distribution system for most of the major streets within the Omni Neighborhood. The project involves the design of approximately 18,000 LF of 12" & 16" water mains.

Island Living Apartments – Corwil Architects; Miami, FL.

Engineer of Record with responsibilities that include site layout, paving, grading and drainage, potable water, a 680 LF 12" water main extension upgrade, sanitary sewer, permitting and construction inspections. This project includes a new 11-story affordable housing units, parking garage and a mixed-use first floor area.

Washington Square Apartments – Corwil Architects; Miami, FL.

Engineer of Record with responsibilities that include site layout, paving, grading and drainage, potable water, a 265 LF 12" water main extension upgrade, sanitary sewer, permitting and construction inspections. This project includes a new 11-story affordable housing units, parking garage and a mixed-use first floor area.

Historic Saint Agnes' Episcopal Church – Saint Agnes Episcopal Church; Miami, FL

Engineer of Record with responsibilities that include site layout, grading, utility services and permitting. This project includes building additions to the parish hall and sanctuary building.

City of Miami Public Works Operation Center – Alleguez Architects; Miami, FL.

Engineer responsible for preparing a conceptual report for a proposed operation facility. Aided with the coordination with utilities and permitting agencies for the proposed work. The proposed project site will include a modified two-story building and a parking lot. The project also includes a drainage system, water main extension upgrade and new service lines installation, fire mains, new sanitary sewer laterals, sidewalk and curb improvements.

Surface Parking Lot Study – Exclusive Construction Group; Doral, FL.

Engineer with responsibilities to research and prepare a due diligence report. This project includes the analysis of potential surface parking lots along the south side of NW 41st Street and in the vicinity of the Amadeus North America, Inc. property.

New Children's Courthouse – Miami-Dade County GSA; Miami, FL.

Project Engineer for the New Children's Courthouse, a new 14 story, 378,000 sf facility located in Downtown Miami. The civil engineering services include site and geometry layout plans, demolition design and plans, paving and grading, drainage and stormwater, utilities, utility relocation of water and gas and a traffic/parking impact study. The project also requires coordination with permitting/jurisdictional agencies including: MWASD, City of Miami Public

YEARS OF EXPERIENCE: 13

Education:

University of Central Florida - B.S. in Civil Engineering

License:

Professional Engineer – Florida - 71384

Works and Fire Department, DERM, Miami-Dade County Health Department and FDEP. Construction Administration Services will also be provided.

City of Miami Rowing Club House Improvements, Miami, FL

Project Engineer responsible for work that includes civil engineering design/support services for a proposed 2,000 SF one-story addition to the Miami Rowing Club, located at 3601 Rickenbacker Causeway, Key Biscayne. The associated civil improvements include, but are limited to: connections to a public water main for water service, sanitary sewer connection, site storm water drainage system modifications/improvements (including connections to proposed rain water leaders) and paving/ grading improvements.

Green Turnkey Plaza Apartments, Miami, FL

Project Engineer was responsible for providing professional Civil Engineering services for the rehabilitation of the existing residential building at 1500 NW 7th Court in Miami, FL. The parking lot is in need of milling and resurfacing and the existing handicap accessible parking spaces do not meet current ADA slope criteria. Additionally, EAC shall provide ADA accessible ramps for the sidewalks near the SE corner of the property and provide a potable water service for irrigation purposes.

Postmaster Apartments Complex, Miami Dade County Housing, FL

Designer responsible for this project which included the civil engineering services required for the development of a design criteria package for a proposed apartment located in Miami-Dade County. These projects involve potable water, fire protection and sanitary sewer service connections along with a full on-site storm water retention system. Two water service lines are extended into the property in order to satisfy potable water and fire protection requirements for the proposed complex in accordance with current jurisdictional code. Sanitary sewer service connection requires a gravity sewer extension into the property. Full on-site retention of storm water is attained through the use of ex-filtration trenches.

Grand Via Apartments, Miami Dade County Housing, FL

Designer responsible for this project which included the civil engineering services required for the development of a design criteria package for a proposed apartment located in Miami-Dade County. These projects involve potable water, fire protection and sanitary sewer service connections along with a full on-site storm water retention system. Two water service lines are extended into the property in order to satisfy potable water and fire protection requirements for the proposed complex in accordance with current jurisdictional code. Sanitary sewer service connection requires a gravity sewer extension into the property. Full on-site retention of storm water is attained through the use of ex-filtration trenches.

Fire Rescue Training Facilities – Miami-Dade County; Doral, FL.

Civil Designer with responsibilities that include: site layout, paving, grading & drainage, utility layout and environmental permitting. This Project includes developing the existing fire rescue facility into a brand new training facility including a new training school building and various stage training areas.

The project included the design of:

Water Main

2086 LF of 12" DIP pipeline

1308 LF of 8" DIP pipeline

Sanitary Sewer

1387 LF of 8" DIP

746 LF of 8" DIP force main



Eduardo Garces is an engineer with EAC's civil-site development department. His responsibilities include performing engineering tasks such as: compiling data, develop site design, utilizing applied software to perform engineering analysis, assisting in the preparation of reports, preparation of construction documents, advanced co-ordination with clients, sub consultants, contractors, and regulatory agencies, and production of record drawings.

RELEVANT EXPERIENCE

Liberty City Redevelopment Phase I – Related Urban Group; Miami, FL.

Engineer for the Liberty Square redevelopment. It is a 57 Acre project bounded by NW 67th Street and NW 62nd Street to the north and south respectively, and NW 15th Avenue and NW 12th Avenue to west and east respectively. The project consists of 9-blocks site development (encompassing residential, commercial, educational and mixed use land use), which includes infrastructure elements such as potable water distribution and sanitary sewer collection and disposal. The first phase of the project will consist of six (6) Garden Style buildings. These buildings are three- story and will have 204 units. The first phase is bounded by NW 67th Street and NW 65th Street to the north and south respectively, and NW 15th Avenue and NW 14th Avenue to west and east respectively. Responsibilities include site layout, paving, grading, pavement markings, offsite roadway permitting and approvals.

YEARS OF EXPERIENCE: 5

Education:

Bachelor of Science in Civil Engineering –Florida International University

License:

Professional Engineer: Florida - 84186

Island Living and Washington Square Apartments– City of Miami – Miami, FL

Engineer responsible for post design services for two multi-story, multi-family, affordable housing apartment condominiums located within the City of Miami. Tasks included (1) permitting coordination and plan revision (2) shop drawings review and RFI response (3) client and sub consultant coordination.

Northside Transit Village Phase IV – Corwil Architects; Miami, FL.

Engineer for providing professional engineering design services for the preparation of construction documents for the Northside Transit Village IV development. It consists of a proposed 120 units, 8-story building for elderly residents. This building will be located at NW 31st Avenue and NW 78th Street in Miami FL. As part of this project, there is a proposed 3 level parking garage for 131 spaced. This parking garage is proposed to be located on NW 77th Street and NW 31st Court. Project includes infrastructure elements such as potable water distribution, sanitary sewerage collection and disposal, storm water collection, storm water treatment and storm water disposal.

Seventh Avenue Transit Village Phase II Atlantic Pacific Communities

Engineer for the Seventh Avenue Transit Village Phase II the second phase of a full parcel development that required close focus on ensuring that the work elements—drainage, paving, grading, utilities, and site geometry— were properly integrated with the first phase. This project included the construction of a proposed nine-story Transit Village Phase II Building with one hundred residential units and mixed use space on the ground floor. The project is located on 6145 NW 7th Avenue Miami, FL 33127. Offsite roadway improvements were also part of this development.

Cybrary – DLR Group; City of Homestead, FL.

Engineer for providing professional engineering design services for the preparation of construction documents for the Cybrary development. It consists of a 3-story library with a future retail space on the first level and a future coffee shop space on the mezzanine. The Cybrary is to be located at the intersection of W Mowry Drive and SW 1st Avenue, Homestead, Florida. Project includes infrastructure elements such as potable water services and sanitary sewerage services.

MOCA Civic Plaza– Leo Daly; City of North Miami, FL.

Engineer for the development of plans and construction details for the onsite grading and paving on the City of North Miami MOCA Civil Plaza located at 776 NE 125 Street, North Miami, Florida. The project includes grading coordination with the existing drainage as well as the existing surrounding area(s) to ensure that the site development is properly integrated.

Miramar Police Headquarters'– City of Miramar- Miramar, Florida

Engineer intern responsible for pre-engineering coordination, design, plans preparation and permitting of a state of the art, 14,000-square-foot, multi-story, mixed-use building located at the Miramar Town Center that will serve as the new police headquarters' for the town of Miramar. The project included (1) developing concept plan into construction drawings while strictly following the design criteria package adopted by City, (2) Design and prepare water and sewer plans as well as drainage and grading plans (3) Permitting and agency coordination as well as client and contractor coordination and RFI response (4) was developed following a very aggressive, fast-tracked design schedule.

Goodwill Industries of South Florida Watermain Extension– Miami-Dade, FL

Engineer Intern responsible for the research, design, and coordination of the development and permitting of the sewer meter station, including production construction plans, engineering reports complete with hydraulic calculations, and selection of electrical sub-consultants. Produced construction plans as well as Maintenance of Traffic plan. Permitted project through Miami-Dade Water and Sewer, Public Works and DERM. Provided construction management services and expedite agency shop drawing review as wells as coordinate with contractor on construction progress.

Wynwood Neighborhood Center Improvements – Miami-Dade, FL

Engineer Intern responsible for the development of a stormwater management report, including drainage calculations. Design parking facility grade elevations. Conduct a feasibility analysis between the use of drainage wells versus the used of exfiltration trenches.

Costs and Plan Review for Bank United Properties – Bank United

Engineer Intern responsible for providing and preparing costs and plan review analyses including opinion of costs, schedule and quality of work for various properties managed by Bank United throughout the state of Florida. Project included (1) review of improvements/rehabilitation plans as well as site visits (2) assessment of project scope and its comparison to the project cost estimate, labor and quality of parts, to be used.

Florida Memorial University, Multipurpose Athletic and Wellness Education Center– Nyarko Architectural Group; Miami Gardens, FL.

Engineer for providing professional engineering design services for the preparation of construction documents for a multipurpose athletic and wellness education center for Florida Memorial University. The project includes site layout, paving, grading and drainage, potable water, sanitary sewer, permitting and construction inspections.



ENGINEERING
GROUP

RHEG Firm Overview Sheet

RH Engineering Group, Inc. was founded in 2012 with a specialty in structural engineering and architectural engineering. Over the last 25 years our President and Founder, Roberto L. Hernandez, P.E. has served as structural Engineer of Record and Threshold Inspector on an array of building design types and scale of projects which include:

- Governmental Institutions
- Parking Structures
- Mixed Use Projects
- HealthCare Institutions
- Commercial and Retail
- Office Buildings
- Hotels
- Warehouses
- Recreational
- Airport Hangers
- Mid Rise and High Rise Residential
- Restoration and Historic Preservation
- Religious Institutions

RH Engineering Group, Inc. is committed to providing exceptional professional engineering services to our clients. We are dedicated to achieving efficient and cost effective projects while providing our clients outstanding customer service that will exceed their expectations.

Roberto Hernandez has been in and a part of the local south Florida community for over 40 years. Roberto attended Miami Dade College and graduated in 1984 with Highest Honors in Architectural Engineering. He went on to attend and graduate from the University of Miami in 1988 with Bachelor of Science degrees in both Civil Engineering and Architectural Engineering. Roberto has worked and served as a Professional Engineer in the State of Florida for the past 25 years. Roberto has served as President of the local south Florida chapter of the Florida Structural Engineers Association as well as a State Director for the organization. Roberto is fluent in Spanish.



ROBERTO L. HERNANDEZ. P.E., S.I., SECB, LEED BD+C

President

PROFESSIONAL AFFILIATIONS

- Structural Engineers Certification Board No. 1219-0705
- Registered Professional Engineer in Florida, License No. 53855
- Registered Special Inspector in Florida, License No. 2003
- Registered Structural Masonry Inspector in Florida, Cert. No. SMI-1327
- Certified LEED AP Building Design + Construction No. 10224188
- Florida Structural Engineers Association – President 2009
- American Concrete Institute
- National Parking Association
- U.S Green Building Council South Florida Chapter

EDUCATION

Bachelor of Science in Civil Engineering - August 1988 / University of Miami, Coral Gables, Florida

Bachelor of Science in Architectural Engineering - August 1988 / University of Miami, Coral Gables, Florida

Associates of Arts in Architectural Engineering - May 1984 / Miami-Dade Community College, Miami, Florida Highest Honors

WORK EXPERIENCE

President / Structural Engineer – 2012

RH ENGINEERING GROUP, INC. – Miami, Florida

- Prime Designer for various A/E Projects and responsible for other Disciplines
- Engineer of Records – Structural
- Client and Governmental Agency Contact
- Threshold and Special Inspector of Buildings
- Project Management including bidding process
- Permitting of Plans thru Governmental Agencies

Vice President / Structural Engineer - 1990 to 2012

HERSHELL GILL CONSULTING ENGINEERS, INC. - Coral Gables, Florida

Structural Engineer - 1989 to 1990

RIVA, KLEIN & PARTNERS - Miami, Florida



Representative Projects- Mixed Use Parking Structures

<u>Project</u>	<u>Owner</u>	<u>Cost</u>	<u>Responsibility</u>
Seminole Hard Rock Garage 10 level, 2,200 Car Garage Hollywood, Florida	Seminole Tribe of Florida	\$50,000,000	Engineer of Record



Pennsylvania Garage Design- Build Project, 550 Car Mixed Use Garage Miami Beach, Florida	City of Miami Beach	\$14,000,000	Engineer of Record
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Courthouse Center Garage
11 Story, 840 Car Mixed Use
Parking Garage
Miami, Florida

Miami Parking Authority \$34,000,000

Engineer of Record
Threshold Inspector



Townsend Place II
Condominium
Ten Story Multi-Family Mid
Rise & Parking Garage
Boca Raton, Florida

Boca Developers \$15,000,000

Engineer or Record
Threshold Inspector



University of Miami
Pearson Parking Garage,
3 Story, 350 Car Garage
Design-Build Project
Coral Gables, Florida

University of Miami \$5,000,000

Engineer of Record



Miami Parking Authority
Municipal Garage #9
3 Level, 350 Car Garage
Design-Build Project
Miami, Florida

Miami Parking Authority \$5,000,000

Engineer of Record
Threshold Inspector



Orchid Beach Condominium
Six Story Multi-Family Mid
Rise & Parking Structure
Deerfield Beach, Florida

Boca Developers

\$25,000,000

Engineer of Record



James Avenue Garage
7 Level, 302 Car Mixed Use
Parking Garage
Miami Beach, Florida

James Avenue
Garage

\$6,000,000
Construction
2015

Engineer of Record



South Miami Municipal
Parking Garage
6 Level, 430 Car Mixed Use
Parking Garage
South Miami, Florida

City of South Miami

\$9,000,000

Engineer of Record



Wynwood DS
8 Level, 500 Car Mixed Use
Parking Garage
Miami, Florida

Goldman Properties
& Miami Parking
Authority

\$10,000,000
Construction
2015

Engineer of Record



Ben Lopez, AIA, NCARB

Title	Principal-In-Charge
Experience	<p>Mr. Lopez has devoted his career to the South Florida community and in recent years expanding to the northeast as well as the Caribbean. His thirty year professional track record gives him a reputation for understanding the importance of well conceptualized designs and comprehensive construction documentation to avoid confusion in the field and cost overruns. He has worked with local government agencies such as for the Dade County Public School system, Miami International Airport, as well as institutional clients like the Archdiocese of Miami, Archdiocese of Nassau.</p> <p>Mr. Lopez's professional expertise lies primarily in developing practical and economic solutions for a given project type. He has successfully combined this unique problem-solving approach with a solid foundation of planning and architectural skills.</p> <p>His recent work includes:</p> <p>Archdiocese of Nassau, <i>Various projects, Bahamas</i> Craigmhur Banquet Hall, <i>Hollywood, FL</i> MIA – South Terminal Tenant Relocation, <i>Miami, FL</i> Children's Village/Boystown, <i>Village of Palmetto Bay</i> BERCOTRAC Office Remodeling, <i>Miami, FL</i> Porcelanosa Showroom Remodeling, <i>Miami, FL</i> Roads at 18th Condominiums, <i>Miami, FL</i> Roads at 21 Condominiums, <i>Miami, FL</i> Doubletree Hotel (Various Phases), <i>Miami, FL</i> Marriott Courtyard (Conversion), <i>Fort Lauderdale, FL</i> Intercontinental Hotel (Renovation), <i>Miami, FL</i> Leon Medical Center Clinics <i>Various Locations, FL</i> Leon Medial Corporate Building, <i>Miami, FL</i></p>
Education	<p>Bachelor of Architecture University of Miami, Coral Gables, FL 1970</p>
Registration	State of Florida, State of Maryland and Puerto Rico
Professional	<p>Member – AIA American Institute of Architects NCARB National Council of Architectural Registration</p>
Special Professional Work	<p>Served as Part Time Faculty - Dept. of Architecture & Land Planning University of Miami, Coral Gables Campus, FL</p>
Community Activities	<p>Past member of Lions Club of Coral Gables and Alumni Association – School of Architecture – University of Miami Served on the Arts Advisory Committee for Miami-Dade County St. Brendan Church as a Eucharistic Lay Minister and as Executive Committee Member – Archbishops Charities and Development Appeal Drive.</p>

Ben Lopez & Associates, PA

Business History

Ben Lopez & Associates, PA (d/b/a/ BL & A Architect), a firm originally established in 1973 as The Architects Partnership of Brown Lopez & Brown and professionally evolving formed Ben Lopez & Associates, PA in 1989. Mr. Lopez's reputation has grown in the local community where he has practiced, as one of trust and solid foundation of knowledge. Through strategic team building the firm has practiced in numerous prestigious projects.

BL & A is a full service architectural firm with a wealth of experience in architecture and interior space planning. The firm has completed a variety of project types, providing full architectural services to our clients in design, contract drawings, building inspections, feasibility studies, and interior design.

Furthermore, BL & A has provided services in construction management in the evaluation of progress payment, as-built drawings, scheduling and construction supervision. We produce reports for the owner's representative, users and building committee members in charge of a given project.

Project Approach

We strive to listen well to our clients in order to clearly understand their needs and priorities, focusing our work the client's goals.

We enjoy repeat business with many clients, a testimony to the quality of our work.

Quality Control

Quality control starts at the beginning of all of projects. We believe in early problem solving and close monitoring of schedule and costs, which assures our clients substantial savings in time and money. As each of the tasks develops, we conduct a series of review and checks that will address issues specific to the level of development. In order to effectively assure coordination, visualization to make the appropriate decisions, we use Building Information Model (BIM) program, compatible with all CADD systems used by our consultants.

What Sets Us Apart

Over 30 years of professional practice in the community

Providing all necessary due diligence to achieve a successful project

Senior level professionals in charge of the projects

Use of the latest technology from the project conceptual stage through final development as well as cost evaluations and project delivery

Diversity of "In House" experience – Architecture, Planning, Interior Design & Programming

Ben Lopez & Associates, PA

INSTITUTIONAL

RELIGIOUS

ARCHDIOCESE OF MIAMI

- Church of the Little Flower –
(Historical Building Renovation)
- Pastoral Center
- St. John Vianney College Residence
- St. Cecilia Catholic Church
- St. Hugh Altar Renovation and Plaza
- St. Timothy Catholic Church
- St. Richard Catholic Church
- St. Brendan Parish Hall
- Our Lady of Lourdes Parish Hall
- St. John Neuman Altar Renovation
- St. Martha Parish Center
- St. Rose of Lima - Rectory offices
- Blessed Sacrament Catholic Church
- San Isidro Catholic Church
- Prince of Peace Catholic Church
- St. Edward Catholic Church

DIOCESE OF PALM BEACH

- St. Jude Catholic Church

ARCHDIOCESE OF NASSAU

- Holy Family Catholic Church
- Church of the Resurrection
- St. Thomas More Catholic Church
- St. Thomas Aquinas Chapel
- St. Anselm Catholic Church

HEALTH CARE

- Doctor's Hospital Renovation - South Wing & Nurse Station
- Physical therapy @ North Wing, *Coral Gables FL*
- Leon Medical Centers, *Various Locations FL*
- Machado Dental Office, *Miami, FL*
- Cano Dental Office, *Pembroke Pines, FL*

EDUCATIONAL

DADE COUNTY SCHOOL BOARD

- *Village Green Elementary - Construction Manager at Risk*
- Miami Jackson Senior High School
- Southwest Senior High School
- North Miami Middle

CONSTRUCTION SUPERVISION

(Our firm was hired by the prime architect located outside of the local area for construction phase)

- North Miami Beach
- Hialeah/Miami Lakes
- Palm Lakes Elementary
- Whispering Pines Elementary
- Miami Garden Elementary
- Colonial Drive Elementary

ARCHDIOCESE OF MIAMI

- St. John Vianney College new Library & Museum
- St Brendan Elementary School
- St. Gregory Catholic Elementary School
- St. Bernadette School Addition & Remodeling
- St. Theresa School & Pre-Kindergarten Remodeling

UNIVERSITY OF MIAMI

- Dean Allen Hall - Continuing Studies Building, *Coral Gables FL*

DIOCESE OF PALM BEACH

- All Saints Catholic School, *Palm Beach FL*

EVANGELICAL

- Divine Savior Lutheran Church & Elementary School, *Miami FL*

COMMERCIAL WORK

AUTOMOBILE SHOWROOM FACILITIES

- Jaguar Collection, *Coral Gables, FL*
- Volvo Collection, *Miami, FL*
- Marine Collection, *Coral Gables, FL*
- Audi Collection, *Miami, FL*
- Porsche Collection, *Miami, FL*
- Volkswagen Collection, *Miami, FL*
- Subaru Collection, *Miami, FL*
- Buick Collection, *Miami, FL*
- Chevrolet Collection, *Miami, FL*
- Warren Henry Volvo, *North Miami FL*

RETAIL

- Porcelanosa-USA, *Doral, FL*
- Bijoux Turner, *Several Locations, Miami, FL*
- Wil'De Walk Commercial Center *Coral Gables, FL*
- Linda Dresner Store at Mayfair, *Miami FL*
- Kendall Lakes Circle Plaza Shopping Center, *Miami FL*
- Hopkins - Easton Building, *Coral Gables, FL*
- Navarro Pharmacy, *Various Locations FL*
- Water Play, *Miami, FL*

STORAGE FACILITIES

- America's Attic, *Various Locations FL*
- WPW Storage, Inc, *Miami FL*

AVIATION FACILITIES

- Falcon Trust Air Hangers, *Miami FL*
- Falcon Trust FBO Facility, *Miami, FL*
- Air Sal Hangers, *Miami FL*
- LanChile, Miscellaneous, *Miami FL*
- M-DAD Construction Inspection Services (CIS)
For Metal Re-Roofing @ Bldg. 716, MIA
- M-DAD South Terminal Tenant Relocation, MIA

OFFICE

- Dr. Harold Norman, *Coral Gables FL*
- Dr. Lindsey Pankey, *Miami FL*
- Preddy/Kutner/Hardy Law Firm (*The Shaw Maritime Building – Historical Restoration*), *Miami FL*
- RPA Office Building, *Miami FL*
- The Bank of Boston International of Miami, *Miami FL*
- World Fuel Service Corporation, *Miami FL*
- Channel 51 Renovations, *Hollywood FL*
- Archdiocese of Miami Central Offices, *Miami Shores, FL*
- Catholic Charities Central Offices, *Miami Shores, FL*
- LanChile Corporate Office Remodeling, *Miami, FL*
- Leon Medical Center Corporate Offices, *Miami, FL*
- Falcon Trust Corporate Offices, *Miami, FL*

INDUSTRIAL

- Finger Lakes Industrial Park, *Miami FL*
- BSP Building, *Miami FL*
- Apollo Press Building, *Miami FL*
- Display International Corporation, *Miami Lakes FL*

NON-PROFIT ORGANIZATION

SUNRISE COMMUNITY, INC.

- Corporate Headquarters and Aircraft Storage, *Miami, FL*
- Adult Community Center and Aircraft Storage, *Miami, FL*

HOSPITALITY

HOTELS

- Intercontinental Hotel Suite Renovation, *Miami FL*
- Intercontinental Hotel Lobby & Restaurant Renovation, *Miami FL*
- Intercontinental Hotel Renovation of 630 Room Guestroom Tower, *Miami FL*
- Intercontinental Hotel First Floor Meeting & Ballrooms Renovations, *Miami FL*
- Intercontinental Hotel Second Floor Meeting Rooms, Elevator Lobbies Renovations, *Miami FL*
- Intercontinental Hotel ADA Compliance, *Miami FL*
- Intercontinental Hotel Renovation Chopin Ballroom, *Miami FL*
- Doubletree Hotel Modernization of all Interior Space, *Miami FL*
- Doubletree Hotel ADA Compliance, *Miami FL*
- Doubletree Hotel Expanded Conference Room Capacity, *Miami FL*
- Doubletree Hotel Upgrading of Guestrooms, *Miami FL*
- Marriott Courtyard, *Ft. Lauderdale, FL*
- Sheraton, *Plantation, FL*

RESIDENTIAL

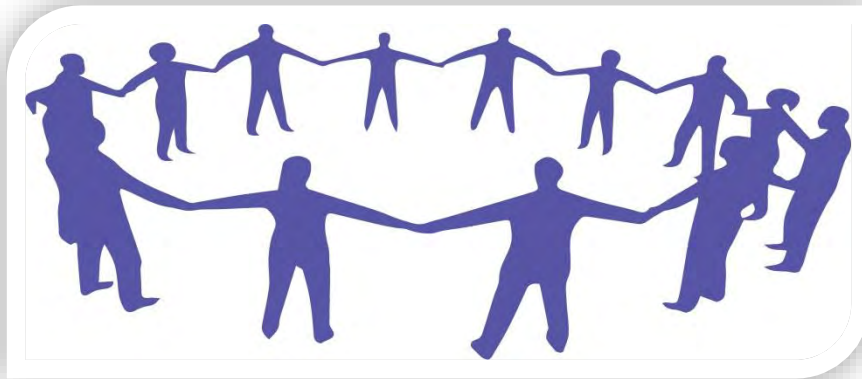
MULTI FAMILY HOUSING

- Gammage Apartment Building, *South Miami FL*
- French Village at Candle Reef *St. Croix US Virgin Island*
- Hamilton Group Development, *Miami FL*
- Cypress Village - 135 units, *Miami, FL*
- Brookfield Estates - 125 units, *Miami, FL*
- Duplex, *Coconut Grove, Florida*
- Low Cost Housing (10 Units), *Key West FL*
- Children's Village (Boystown), *Miami, FL*
- Roads @ 21 Condominium (57 Units), *Miami, FL*
- Roads @ 18 Condominium (87 Units), *Miami, FL*

SINGLE FAMILY CUSTOM HOMES

- Mr. & Mrs. Duenas, *Coral Gables FL*
- Mr. & Mrs. O'Neal, *Coral Gables FL*
- Mr. & Mrs. Shah, *Coral Gables FL*
- Mr. & Mrs. Balzebre, *Coral Gables FL*
- Mr. & Mrs. Warren, *Coral Gables FL*
- Mr. & Mrs. Garcia, *Coral Gables FL*
- Mr. & Mrs. Villa, *Coral Gables FL*
- Mr. & Mrs. Hernandez, *Key Biscayne FL*
- Mr. & Mrs. Rivera, *Key Biscayne FL*
- Dr. & Mrs. Villa, *Key Largo FL*
- Dr. & Mrs. Mayorga, *Miami FL*
- Dr. & Mrs. Spiegel, *Miami FL*
- Dr. Mrs. Cohen, *Miami FL*
- Mr. & Mrs. Parks (***Historical Renovation***), *Miami FL*
- Mr. & Mrs. Young, *Miami FL*
- Mr. & Mrs. Nicastri, *Miami FL*
- Ms. & Mrs. Fernandez, *Miami FL*
- Dr. & Mrs. Chan, *Hagerstown MD*

END OF LIST



Saint James Community Development Corporation of Miami, Inc.

COMMUNITY BENEFITS COMMITMENT

In connection with the project, the Development Team commits to the following:

Subcontractor Participation

- The Development Team will use reasonable efforts to hire not less than 20% of the subcontractors for the construction of the project utilizing companies that have their principal place of business within Miami-Dade County, Florida, giving first priority to business located in the Model City area; second priority will be given to District 3 of Miami-Dade County; and last priority will be given to Miami-Dade County at large.

Minority and Women Participation and Equal Opportunity

- Take definitive action in the advertising and recruitment of minority and female contractors and subcontractors
- Take reasonable definitive action in retaining employees regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veterans and disability status
- Maintain equitable principles in the recruitment, advertising, hiring, upgrading, transfer, layoff, termination, compensation and all other terms, conditions and privileges of employment
- Monitor and review all personnel practices to guarantee that equal opportunities are being provided to all employees regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veterans and disability status
- Post advertisements in conspicuous places, availability to employees and applicants for employment
- All applicants will receive consideration for employment without regard to race, creed, color or national origin

THE COMMUNITY IS PART OF OUR TEAM!

It is a top priority for St. James and the entire Development Team to increase community employment opportunities within the surrounding area for local residents and small businesses. Our strategy is to promote small businesses and employment growth within the surrounding community through:

- Job fairs for construction and permanent jobs.

- Local hiring.
- Support for local small businesses.
- Targeted industry sectors and skills training.
- Hosting public information meetings and workshops at local church.
- Working together with redevelopment community organizations.
- Providing permanent jobs in retail and entertainment industry.
- Providing technical and management training courses.
- Developing a project informational website.

PLAN TO RECRUIT AND RETAIN SMALL BUSINESS PARTICIPATION WITHIN THE LOCAL COMMUNITY

Each new project presents new and unique challenges. Working with St. James as a liaison, the Development Team will implement an Outreach Program centered on meeting with the local business leaders and visiting local business entities. The premise is simple—create awareness of the Development Team’s intention to bid the project and engage the local subcontractor market and labor forces in a collaborative manner. The Development Team Outreach Program will be multi-faceted:

Project Awareness and Education: Create public awareness of the project in the community and the financial opportunities that it presents locally through subcontractor and vendor workshops, firm website and local newspaper advertising. The Development Team’s main objectives are to:

- Work collaboratively with clients, the subcontractor/vendor population, and with local community leadership groups.
- Create public awareness about the project.
- Educate the local community about the economic opportunities that the project presents locally.

Subcontractor/Vendor Meeting and Workshop/Job Fair: Schedule and hold a series of outreach meetings and workshops to make the local subcontractors, vendors and labor community aware of available economic and employment opportunities. These meetings and educational workshop presentations will inform the local community on how local small businesses can bid our project, including such topics as:

- Project scope
- Schedule
- Safety
- Bidding and hiring processes
- Mentoring
- Training

Prequalification and Bidding Guidance: Through the community subcontractor/vendor meetings, coupled with its community partners, the Development Team will walk all subcontractors and vendors through the prequalification process. Strategic partner groups include:

- The Miami-Dade County Chamber of Commerce

- Miami-Dade County Community Action Agency
- Allied Minority Contractors
- The Contractors Resource Center
- Trade Organizations (ABC, AGC, CASF, BASF, NAWIC, NAWBO, etc.)
- The Florida Regional Minority Business Council

Mentoring and Training: The Development Team will establish a mentoring program for smaller subcontractors and will provide a series of training events for their skilled and unskilled workforce.

CONSTRUCTION JOB OPPORTUNITIES AND JOB FAIRS FOR LOCAL AREA RESIDENTS

The Development Team is committed to providing local area residents and businesses with job opportunities to allow them to participate in the construction of the Earlington Heights Project. We are also committed to the success of the project, the County's Transit Oriented Development goals, providing for quality workforce housing, creating construction and permanent jobs, and improving the overall quality of life for all neighborhood residents. Our project will generate numerous construction job opportunities. Local hiring is very important to us and we will host local job fairs in order to inform local area residents of the details of the Earlington Heights Project. In fact, after award and prior to the commencement of construction, we will schedule and hold a series of outreach meetings and workshops to make the local labor community aware of available economic and employment opportunities.

HIRING PRIORITIES TO THE COMMUNITY

Our team will give first priority to hiring residents who reside in and businesses who have their principal place of business in the Model City area; second priority will be given to District 3 of Miami-Dade County; and last priority will be given to Miami-Dade County at large. In addition, our team has extensive experience implementing local hiring programs. The Development Team understands the objective is to ensure that dollars spent to procure goods result in increased employment and workforce training opportunities for members of the local community.



December 14, 2018

Miami Dade County
Department of Transportation
701 NW 1 Ct
Miami, FL 33136

To Whom It May Concern,

It is a privilege to recommend to you Alain Lantigua. I have known Alain for over 18 years and can attest to his integrity and honesty as a businessman and small business owner. Mr. Lantigua has been my client for many years, during which time the Bank has extended various real estate credit facilities, including acquisition, conversions and land development loans, all of which have been handled as agreed.

Florida Community Bank, N.A. (FCB) is pleased to consider the proposed venture between St James Community Development Agency and our client Crystal Clear, regarding the Earlington Heights residential development project. FCB is the 2nd largest independent and the largest pure play bank in the State of Florida, with assets over \$12.2 billion, \$1.34 billion in capital with a successful track record of real estate lending in our community.

If you should have any questions or require any additional information you are welcome to reach me at 305 668-5431 or via email at jpruna@fcb1923.com. Any courtesies extended to Alain and or his related companies, would be greatly appreciated.

Sincerely,

Joe L. Pruna, SVP
Commercial Real Estate Manager
Florida Community Bank

Phase 1

Hard Costs

Upgrades to Existing Garage	5,000,000
Common Area Infrastructure	1,500,000
Pedestrian Bridge to Garage	2,500,000
Tower 1	30,600,000
Subtotal GC Costs	39,600,000

	TI Allowance/Sq Ft	
Ground Floor Retail TI Allowance - 5,000 Square Feet	75.00	375,000
Subtotal Tenant Interiors		375,000
Subtotal Hard Costs		39,975,000
Owner' s Hard Cost Contingency - 5%		1,998,750
Total Hard Costs		41,973,750

Soft Costs

Pre Development Costs	1,500,000
A&E, Survey, Misc. Consultants, Testing, Inspections Etc	2,500,000
Plan Review, Permits, Impact Fees	1,200,000
Property Taxes During Construction	400,000
Builders Risk and Liability Insurance	500,000
Legal	250,000
Leasing Commission - Retail	52,500
Leasing Commission - Residential	255,000
Marketing	100,000
Construction Accounting, Supervision & Oversight	1,200,000
Construction Loan Interest	1,500,000
Loan Fees and Closing Cost for Construction Loan	650,000
Developer's Fee	1,500,000
Subtotal Soft Costs	11,607,500
Soft Cost Contingency - 5%	580,375
Total Soft Costs	12,187,875
Total Development Costs - Phase 1	54,161,625

CASH FLOW ANALYSIS - PHASE I

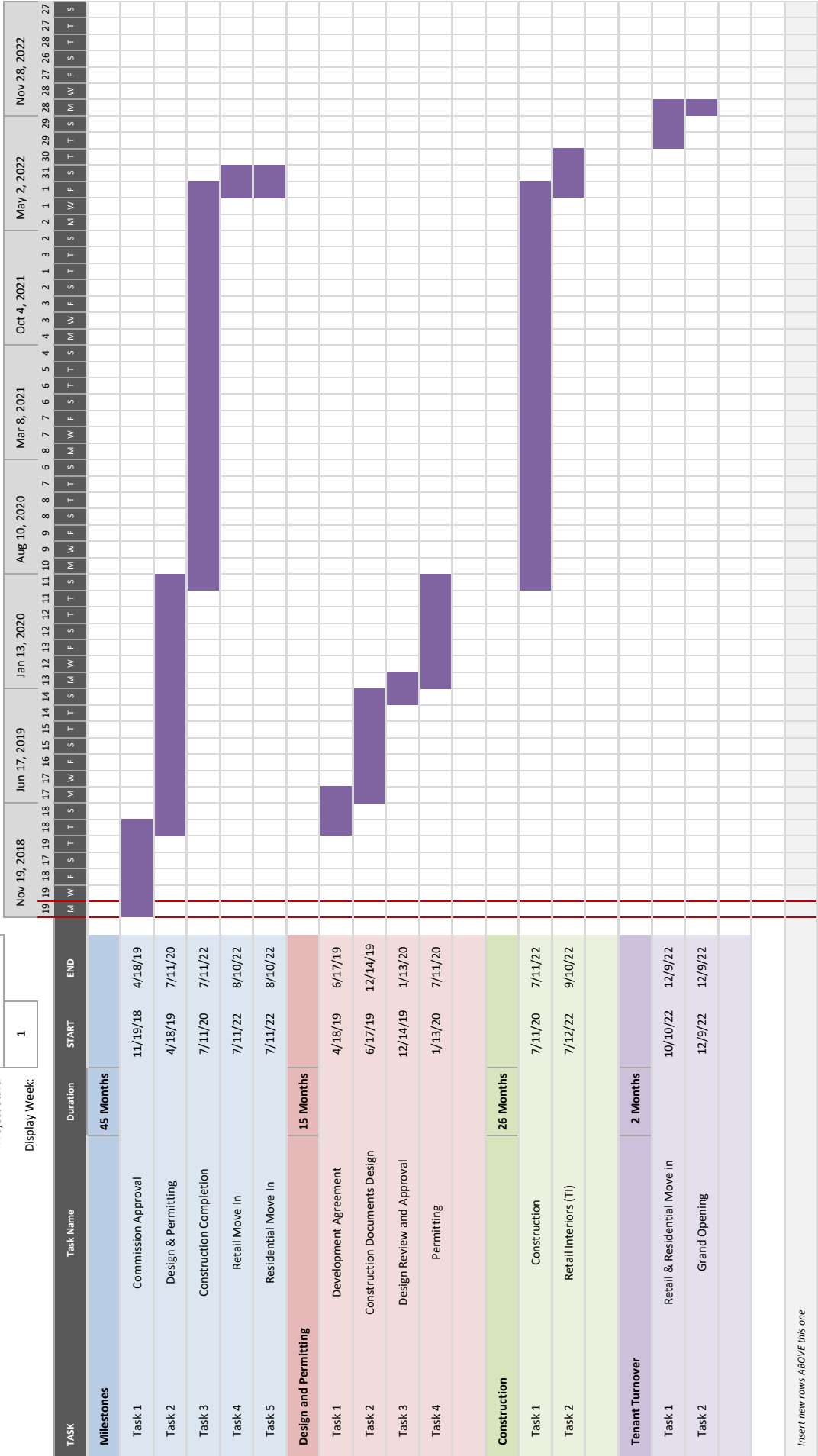
Unit Description	#	SQFT	Rental Rate	Monthly Rent	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Retail	1	5000	\$ 35.00	\$ 14,583	175,000	178,500	182,070	185,711	189,426	193,214	197,078	201,020	205,040	209,141	209,141	209,141	209,141	209,141	209,141
Unit M	8	420	\$ 1.85	\$ 777	74,592	76,084	77,606	79,158	80,741	82,356	84,003	85,683	87,396	89,144	89,144	89,144	89,144	89,144	89,144
Unit A	11	559	\$ 1.85	\$ 1,034	136,508	139,238	142,023	144,863	147,760	150,716	153,730	156,805	159,941	163,139	163,139	163,139	163,139	163,139	163,139
Unit B	15	982	\$ 1.75	\$ 1,719	309,330	315,517	321,827	328,263	334,829	341,525	348,356	355,323	362,429	369,678	369,678	369,678	369,678	369,678	369,678
Unit BB	15	1066	\$ 1.75	\$ 1,866	335,790	342,506	349,356	356,343	363,470	370,739	378,154	385,717	393,432	401,300	401,300	401,300	401,300	401,300	401,300
Unit C	65	563	\$ 1.85	\$ 1,042	812,409	828,657	845,230	862,135	879,378	896,965	914,904	933,203	951,867	970,904	970,904	970,904	970,904	970,904	970,904
Unit D	95	756	\$ 1.75	\$ 1,323	1,508,220	1,538,384	1,569,152	1,600,535	1,632,546	1,665,197	1,698,501	1,732,471	1,767,120	1,802,463	1,802,463	1,802,463	1,802,463	1,802,463	1,802,463
Unit DD	6	897	\$ 1.75	\$ 1,570	113,022	115,282	117,588	119,940	122,339	124,785	127,281	129,827	132,423	135,072	135,072	135,072	135,072	135,072	135,072
Total Units	216																		
Total GPI					3,464,871	3,534,168	3,604,852	3,676,949	3,750,488	3,825,497	3,902,007	3,980,047	4,059,648	4,140,841	4,140,841	4,140,841	4,140,841	4,140,841	4,140,841
Vacancy and Collections - 3%					103,946	106,025	108,146	110,308	112,515	114,765	117,060	119,401	121,789	124,225	124,225	124,225	124,225	124,225	124,225
Effective Gross Income					3,560,925	3,428,143	3,496,706	3,566,640	3,637,973	3,710,732	3,784,947	3,860,646	3,937,859	4,016,616	4,016,616	4,016,616	4,016,616	4,016,616	4,016,616
Operating Expenses																			
Oper. Exp					840,231	865,438	891,401	918,143	945,688	974,058	1,003,280	1,033,378	1,064,380	1,096,311	1,129,200	1,163,076	1,197,969	1,233,908	1,270,925
Non Profit Disbursement					50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Management Fee					134,437	137,126	139,868	142,666	145,519	148,429	151,398	154,426	157,514	160,665	160,665	160,665	160,665	160,665	160,665
Reserves					21,600	22,248	22,915	23,603	24,311	25,040	25,792	26,565	27,362	28,183	29,029	29,899	30,796	31,720	32,672
Total Operating Expenses					1,046,268	1,074,812	1,104,185	1,134,412	1,165,517	1,197,528	1,230,469	1,264,369	1,299,256	1,335,159	1,368,894	1,403,641	1,439,430	1,476,293	1,514,262
Net Operating Income					2,314,657	2,353,331	2,392,521	2,432,228	2,472,455	2,513,205	2,554,478	2,596,277	2,638,603	2,681,457	2,647,722	2,612,976	2,577,186	2,540,323	2,502,354
Debt Service					1,849,575	1,849,575	1,849,575	1,849,575	1,849,575	1,849,575	1,849,575	1,849,575	1,849,575	1,849,575	1,849,575	1,849,575	1,849,575	1,849,575	1,849,575
BTCF					465,082	503,756	542,946	582,653	622,880	663,630	704,903	746,702	789,028	831,882	798,147	763,401	727,611	690,748	652,779
DSCR					1.25	1.27	1.29	1.32	1.34	1.36	1.38	1.40	1.43	1.45	1.43	1.41	1.39	1.37	1.35
Assumptions																			
Operating Expense at 25% of Operating Income																			
Management Fee at 4% of Rent Collection																			
Rental Rate Increases at 2% annually																			

EARLINGTON HEIGHTS

Phase 1

Project Start: Mon, 11/19/2018

Display Week: 1



Phase 2

Hard Costs

Upgrades to Existing Garage	-
Common Area Infrastructure	500,000
Pedestrian Bridge to Garage	-
Tower 1	32,400,000
Subtotal GC Costs	32,900,000

Ground Floor Retail TI Allowance - 5,000 Square Feet	TI Allowance/Sq Ft 75.00	375,000
Subtotal Tenant Interiors		375,000
Subtotal Hard Costs		33,275,000
Owner' s Hard Cost Contingency - 5%		1,663,750
Total Hard Costs		34,938,750

Soft Costs

Pre Development Costs	500,000
A&E, Survey, Misc. Consultants, Testing, Inspections Etc	1,200,000
Plan Review, Permits, Impact Fees	750,000
Property Taxes During Construction	400,000
Builders Risk and Liability Insurance	500,000
Legal	250,000
Leasing Commission - Retail	52,500
Leasing Commission - Residential	255,000
Marketing	100,000
Construction Accounting, Supervision & Oversight	1,200,000
Construction Loan Interest	1,500,000
Loan Fees and Closing Cost for Construction Loan	650,000
Developer's Fee	1,500,000
Subtotal Soft Costs	8,857,500
Soft Cost Contingency - 5%	442,875
Total Soft Costs	9,300,375
Total Development Costs - Phase 2	44,239,125

CASH FLOW ANALYSIS - PHASE II

Unit Description	#	SQFT	Rental Rate	Monthly Rent	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
Retail	1	5000	\$ 36.41	\$	182,050	185,691	189,405	193,193	197,057	200,998	205,018	209,118	209,118	209,118	209,118	209,118	209,118	209,118	209,118
Unit M	8	420	\$ 1.93	\$	77,818	79,374	80,961	82,581	84,232	85,917	87,635	89,388	89,388	89,388	89,388	89,388	89,388	89,388	89,388
Unit A	11	559	\$ 1.92	\$	141,673	144,506	147,397	150,344	153,351	156,418	159,547	162,738	162,738	162,738	162,738	162,738	162,738	162,738	162,738
Unit B	15	982	\$ 1.82	\$	321,703	328,137	334,700	341,394	348,222	355,186	362,290	369,536	369,536	369,536	369,536	369,536	369,536	369,536	369,536
Unit BB	15	1066	\$ 1.82	\$	349,222	356,206	363,330	370,597	378,009	385,569	393,280	401,146	401,146	401,146	401,146	401,146	401,146	401,146	401,146
Unit C	65	563	\$ 1.93	\$	847,540	864,491	881,781	899,416	917,405	935,753	954,468	973,557	973,557	973,557	973,557	973,557	973,557	973,557	973,557
Unit D	95	756	\$ 1.82	\$	1,568,549	1,599,920	1,631,918	1,664,557	1,697,848	1,731,805	1,766,441	1,801,770	1,801,770	1,801,770	1,801,770	1,801,770	1,801,770	1,801,770	1,801,770
Unit DD	6	897	\$ 1.82	\$	117,543	119,894	122,292	124,737	127,232	129,777	132,372	135,020	135,020	135,020	135,020	135,020	135,020	135,020	135,020
Total Units	216																		
Total GPI					3,606,097	3,678,219	3,751,784	3,826,819	3,903,356	3,981,423	4,061,051	4,142,272	4,142,272	4,142,272	4,142,272	4,142,272	4,142,272	4,142,272	4,142,272
Vacancy and Collections - 3%					108,183	110,347	112,554	114,805	117,101	119,443	121,832	124,268	124,268	124,268	124,268	124,268	124,268	124,268	124,268
Effective Gross Income					3,497,914	3,567,873	3,639,230	3,712,015	3,786,255	3,861,980	3,939,220	4,018,004	4,018,004	4,018,004	4,018,004	4,018,004	4,018,004	4,018,004	4,018,004
Operating Expenses																			
Oper. Exp					874,479	900,713	927,734	955,566	984,233	1,013,760	1,044,173	1,075,498	1,107,763	1,140,996	1,175,226	1,210,483	1,246,797	1,284,201	1,322,727
Non Profit Disbursement					50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Management Fee					139,917	142,715	145,569	148,481	151,450	154,479	157,569	160,720	160,720	160,720	160,720	160,720	160,720	160,720	160,720
Reserves					21,600	22,248	22,915	23,603	24,311	25,040	25,792	26,565	27,362	28,183	29,029	29,899	30,796	31,720	32,672
Total Operating Expenses					1,085,995	1,115,676	1,146,219	1,177,650	1,209,995	1,243,280	1,277,533	1,312,784	1,345,846	1,379,899	1,414,975	1,451,102	1,488,314	1,526,642	1,566,119
Net Operating Income					2,411,919	2,452,197	2,493,011	2,534,365	2,576,260	2,618,700	2,661,686	2,705,220	2,672,158	2,638,105	2,603,029	2,566,902	2,529,690	2,491,362	2,451,885
Debt Service					1,772,400	1,772,400	1,772,400	1,772,400	1,772,400	1,772,400	1,772,400	1,772,400	1,772,400	1,772,400	1,772,400	1,772,400	1,772,400	1,772,400	1,772,400
BTCF					639,519	679,797	720,611	761,965	803,860	846,300	889,286	932,820	899,758	865,705	830,629	794,502	757,290	718,962	679,485
DSCR					1.36	1.38	1.41	1.43	1.45	1.48	1.50	1.53	1.51	1.49	1.47	1.45	1.43	1.41	1.38
Assumptions																			
Operating Expense at 25% of Operating Income																			
Management Fee at 4% of Rent Collection																			
Rental Rate Increases at 2% annually																			

Phase 2

Thu, 12/8/2022	1
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Phase 3

Hard Costs

Upgrades to Existing Garage	-
Common Area Infrastructure	500,000
Pedestrian Bridge to Garage	-
Tower 1	33,300,000
Subtotal GC Costs	33,800,000

	TI Allowance/Sq Ft	
Ground Floor Retail TI Allowance - 5,000 Square Feet	75.00	375,000
Subtotal Tenant Interiors		375,000
Subtotal Hard Costs		34,175,000
Owner' s Hard Cost Contingency - 5%		1,708,750
Total Hard Costs		35,883,750

Soft Costs

Pre Development Costs	500,000
A&E, Survey, Misc. Consultants, Testing, Inspections Etc	1,200,000
Plan Review, Permits, Impact Fees	750,000
Property Taxes During Construction	400,000
Builders Risk and Liability Insurance	500,000
Legal	250,000
Leasing Commission - Retail	52,500
Leasing Commission - Residential	255,000
Marketing	100,000
Construction Accounting, Supervision & Oversight	1,200,000
Construction Loan Interest	1,500,000
Loan Fees and Closing Cost for Construction Loan	650,000
Developer's Fee	1,500,000
Subtotal Soft Costs	8,857,500
Soft Cost Contingency - 5%	442,875
Total Soft Costs	9,300,375
Total Development Costs - Phase 3	45,184,125

CASH FLOW ANALYSIS - PHASE III

Unit Description	#	SQFT	Rental Rate	Monthly Rent	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
Retail	1	5000	\$ 37.92	\$ 15,800	189,600	193,392	197,260	201,205	205,229	209,334	209,334	209,334	209,334	209,334	209,334	209,334	209,334	209,334	209,334
Unit M	8	420	\$ 2.01	\$ 844	81,043	82,664	84,317	86,004	87,724	89,478	89,478	89,478	89,478	89,478	89,478	89,478	89,478	89,478	89,478
Unit A	11	559	\$ 2.00	\$ 1,118	147,576	150,528	153,538	156,609	159,741	162,936	162,936	162,936	162,936	162,936	162,936	162,936	162,936	162,936	162,936
Unit B	15	982	\$ 1.89	\$ 1,856	334,076	340,758	347,573	354,525	361,615	368,847	368,847	368,847	368,847	368,847	368,847	368,847	368,847	368,847	368,847
Unit BB	15	1066	\$ 1.89	\$ 2,015	362,653	369,906	377,304	384,850	392,547	400,398	400,398	400,398	400,398	400,398	400,398	400,398	400,398	400,398	400,398
Unit C	65	563	\$ 2.01	\$ 1,132	882,671	900,325	918,331	936,698	955,432	974,541	974,541	974,541	974,541	974,541	974,541	974,541	974,541	974,541	974,541
Unit D	95	756	\$ 1.89	\$ 1,429	1,628,878	1,661,455	1,694,684	1,728,578	1,763,149	1,798,412	1,798,412	1,798,412	1,798,412	1,798,412	1,798,412	1,798,412	1,798,412	1,798,412	1,798,412
Unit DD	6	897	\$ 1.89	\$ 1,695	122,064	124,505	126,995	129,535	132,126	134,768	134,768	134,768	134,768	134,768	134,768	134,768	134,768	134,768	134,768
Total Units	216																		
Total GPI					3,748,562	3,823,533	3,900,003	3,978,004	4,057,564	4,138,715	4,138,715	4,138,715	4,138,715	4,138,715	4,138,715	4,138,715	4,138,715	4,138,715	4,138,715
Vacancy and Collections - 3%					112,457	114,706	117,000	119,340	121,727	124,161	124,161	124,161	124,161	124,161	124,161	124,161	124,161	124,161	124,161
Effective Gross Income					3,636,105	3,708,827	3,783,003	3,858,663	3,935,837	4,014,553	4,014,553	4,014,553	4,014,553	4,014,553	4,014,553	4,014,553	4,014,553	4,014,553	4,014,553
Operating Expenses																			
Oper. Exp					1,054,470	1,086,104	1,118,688	1,152,248	1,186,816	1,222,420	1,259,093	1,296,866	1,335,772	1,375,845	1,417,120	1,459,634	1,503,423	1,548,525	1,594,981
Non Profit Disbursement					50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Management Fee					145,444	148,353	151,320	154,347	157,433	160,582	160,582	160,582	160,582	160,582	160,582	160,582	160,582	160,582	160,582
Reserves					21,600	22,248	22,915	23,603	24,311	25,040	25,792	26,565	27,362	28,183	29,029	29,899	30,796	31,720	32,672
Total Operating Expenses					1,271,515	1,306,706	1,342,923	1,380,198	1,418,560	1,458,043	1,495,466	1,534,013	1,573,716	1,614,610	1,656,731	1,700,115	1,744,801	1,790,828	1,838,235
Net Operating Income					2,364,590	2,402,121	2,440,080	2,478,466	2,517,277	2,556,511	2,519,087	2,480,540	2,440,838	2,399,944	2,357,823	2,314,438	2,269,752	2,223,726	2,176,318
Debt Service					1,772,400	1,772,400	1,772,400	1,772,400	1,772,400	1,772,400	1,772,400	1,772,400	1,772,400	1,772,400	1,772,400	1,772,400	1,772,400	1,772,400	1,772,400
BTCF					592,190	629,721	667,680	706,066	744,877	784,111	746,687	708,140	668,438	627,544	585,423	542,038	497,352	451,326	403,918
DSCR					1.33	1.36	1.38	1.40	1.42	1.44	1.42	1.40	1.38	1.35	1.33	1.31	1.28	1.25	1.23
Assumptions																			
Operating Expense at 25% of Operating Income																			
Management Fee at 4% of Rent Collection																			
Rental Rate Increases at 2% annually																			

EARLINGTON HEIGHTS

Phase 3

Project Start: Mon, 12/8/2025

Display Week: 1

TASK	Task Name	Duration	START	END	Dec 8, 2025	May 11, 2026	Oct 12, 2026	Mar 15, 2027	Aug 16, 2027	Jan 17, 2028	Jun 19, 2028	Nov 20, 2028
Milestones		36 Months										
Task 1	Design & Permitting		12/8/25	7/6/26								
Task 2	Construction Completion		7/6/26	7/5/28								
Task 3	Retail Move In		10/3/28	12/2/28								
Task 4	Residential Move In		10/3/28	12/2/28								
Design and Permitting		7 Months										
Task 1	Design Review and Approval		12/8/25	1/7/26								
Task 2	Permitting		1/7/26	7/6/26								
Construction		26 Months										
Task 1	Construction		7/6/26	7/5/28								
Task 2	Retail Interiors (TI)		7/6/28	9/4/28								
Tenant Turnover		2 Months										
Task 1	Retail & Residential Move In		10/4/28	12/3/28								
Task 2	Grand Opening		12/3/28	12/3/28								
Insert new rows ABOVE this one												

SCHEDULE 24.4

Memorandum of Lease

This instrument prepared by
(and after recording return to):

Name: Nancy B. Lash, Esq.
Address: Greenberg Traurig, P.A.
333 SE 2nd Avenue, Suite
4400
Miami, Florida 33131

MEMORANDUM OF AGREEMENT OF LEASE
(Earlington Heights Metrorail Station)

THIS MEMORANDUM OF AGREEMENT OF LEASE (the "Memorandum") is made as of this ____ day of _____, 20__, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, through the Department of Transportation and Public Works (the "Landlord"), whose address is 701 N.W. 1st Court, Miami, Florida 33136, Attn: Department of Transportation and Public Works Director, and ST. JAMES COMMUNITY DEVELOPMENT CORPORATION OF MIAMI, INC., a Florida non-profit corporation ("Tenant"), whose address is _____.

W I T N E S S E T H:

For and in consideration of Ten and NO/100 Dollars (\$10.00) and other valuable consideration paid, Landlord does demise and let unto Tenant, and Tenant does lease and take from Landlord, upon the terms and conditions and subject to the limitations more particularly set forth in that certain Agreement of Lease by and between Landlord and Tenant dated as of _____, 20__ (the "Lease"), the land, improvements, air rights and subsurface rights located in the City of Miami, in Miami-Dade County, Florida, in an area adjacent to the Earlington Heights Metrorail Station, and legally described on Exhibit A hereto and by this reference made a part hereof (the "Demised Premises"). Landlord remains the legal and equitable owner of the land underlying the Demised Premises and retains all of the benefits and burdens of ownership in said land as more particularly provided in the Lease. Capitalized terms used in this Memorandum without definition have the meanings given to them in the Lease.

NOW, THEREFORE, for and in consideration of the covenants and agreements of Landlord and Tenant set forth in the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated into and made a part of this Memorandum.

2. Demise of Premises. Landlord, in consideration of the rents and covenants set forth in the Lease, hereby demises and leases to Tenant, and Tenant hereby takes and hires from Landlord, the Demised Premises.

3. Lease Term. The Lease provides for a term of ninety (90) years, consisting of an initial term of thirty (30) years with two (2) additional renewal terms of thirty (30) years each, commencing on the Commencement Date (as defined in the Lease) and ending on the date that is ninety (90) years thereafter.

4. Restricted Land Uses. Tenant hereby acknowledges and agrees that its agreement to maintain the residential units on the Property as Workforce Housing Units is an expressed inducement for Landlord to enter into the Lease. The Project initially shall include a minimum of six hundred (600) Workforce Housing Units, but Tenant shall have the right (but not the obligation) to develop and construct additional rental dwelling units up to the maximum number of rental dwelling units permitted by applicable Laws and Ordinances; provided, however, that all rental dwelling units constructed by Tenant in the Project shall be maintained as Workforce House Units during the Term of the Lease.

5. Operation of Station and System. The Lease contains restrictions on the cessation or the material reduction of the operation of the Station or the System by Landlord, all as more particularly described in the Lease.

6. Pedestrian Bridge. Section 4.16 of the Lease states, in relevant part, as follows:

“Section 4.16 Grants of Easements for Pedestrian Bridge. To facilitate Tenant’s construction of the Pedestrian Bridge and the continued repairs and maintenance thereto and the pedestrian usage thereof, Landlord hereby grants and declares the following non-exclusive easements, rights and privileges in, on, over, under, above and across the Pedestrian Bridge Easement Area for the duration of the Term:

(a) General Construction Easements. Non-exclusive easements, rights and privileges for access and temporary encroachments by Tenant, its agents and all contractors, subcontractors, suppliers and any other related parties for ingress and egress and access, movement and use of personnel, machinery, equipment and construction materials, and for the use, staging and storage of machinery, equipment and construction materials upon the Pedestrian Bridge Easement Area during construction of the Pedestrian

Bridge to the extent reasonably necessary to construct the Pedestrian Bridge.

(b) Continuing Obligations Access Easements. Non-exclusive easements, rights and privileges for access by Tenant, its agents and all contractors, subcontractors, suppliers and other related parties over the Pedestrian Bridge Easement Area to perform the continuing repairs and maintenance to the Pedestrian Bridge.

(c) Pedestrian Passage. Non-exclusive easements, rights and privileges for pedestrian ingress, egress and passageway to, from, over, and across the Pedestrian Bridge which shall be necessary or desirable for entrance, exit and passageway to and from the Demised Premises, and to and from the Station Parking Garage, for the use in common of Landlord and Tenant, and their respective successors, assigns, patrons, tenants, invitees and all other persons having business with any of them or using the Station Parking Garage.

The provisions of this Section 4.16 shall be binding upon, appurtenant to and for the benefit of the Demised Premises, the Station Parking Garage, the Pedestrian Bridge Easement Area, and each part thereof, shall inure to the benefit of and be binding upon Landlord, Tenant and each of their respective successors and assigns, and upon any person acquiring the Station Parking Garage, Pedestrian Bridge, the Pedestrian Bridge Easement Area, the Demised Premises, or any portions thereof, whether by operation of law or otherwise, and shall run with the land. This Section 4.16 may not be terminated and shall not terminate without the written consent of Landlord and Tenant; provided, however, this Section 4.16 shall automatically terminate upon the scheduled expiration date of this Lease pursuant to its terms (including as same may be renewed), or any earlier date upon which this Lease terminates for any reason prior to its scheduled expiration date.”

Pursuant to the terms of the Lease, Landlord and Tenant agreed that (a) the Pedestrian Easement Area, once agreed to by the Parties, will be depicted and legally described in a survey prepared by a Florida licensed professional land surveyor meeting the Minimum Standard Detail Requirements for ALTA/NCSP Land Title Surveys, as amended or the Standards of Practice for land surveying in the State of Florida, as amended, and (b) this Memorandum would be amended to provide record notice of the legal description of the Pedestrian Easement Area.

7. Station Parking Garage. Pursuant to Section 8.7 of the Lease, Landlord has agreed to keep the Station Parking Garage open for use by the public twenty-four (24) hours per day, seven (7) days per week; provided, however, that Landlord has the right to adjust the operating hours of the Station Parking Garage from time to time, provided that (i) following completion of the initial Phase of the Project, not less than two hundred (200) parking spaces remain open in the Station Parking Garage for use by the public twenty-four (24) hours per day, seven (7) days per week at all times during the Term, and (ii) upon completion of each subsequent Phase of the Project, an additional one hundred fifty (150)

parking spaces per each completed Phase remain open in the Station Parking Garage for use by the public twenty-four (24) hours per day, seven (7) days per week at all times during the Term, in each case, on the terms and conditions set forth in the Lease. Landlord further agreed to provide Sublessees of the Demised Premises (including Sublessees of the residential dwelling units and commercial spaces) with an option to purchase a monthly parking pass from Landlord at the rates provided in the Lease. Parking spaces in the Station Parking Garage will be provided to Sublessees of the Demised Premises on an “as available” basis.

8. Liens. The second paragraph of Section 12.1 of the Lease states, in relevant part, as follows:

“Pursuant to Section 713.10 of the Florida Statutes, Tenant acknowledges and agrees that Tenant has no authority to and shall not create any liens for labor or material on or against the Land, the Demised Premises or any interest therein, and no such liens shall extend to the interest of Landlord in the Land or the Demised Premises under any circumstances. Tenant agrees to notify all materialmen, suppliers, contractors, mechanics, or laborers involved with work or improvements on the Demised Premises at Tenant’s request that such party must look solely to Tenant or Tenant’s leasehold or other property interests for payment. All materialmen, suppliers, contractors, mechanics and laborers shall be put on notice of this Section by the recordation of this Lease, or the inclusion of this provision in the Memorandum of this Lease pursuant to Section 24.4 hereof and recordation of same, in the Public Records of Miami-Dade County, Florida. The indemnification provisions under Section 7.2(a) of this Lease shall expressly include and cover Tenant’s duties and obligations under this Section.”

This Memorandum is executed and is to be recorded against the Demised Premises for the purpose of giving notice of the Lease hereinbefore defined and certain restrictions contained therein, but shall not be deemed or construed to change the terms of the Lease, which shall govern in the case of a conflict.

[Signatures begin on following page]

EXECUTED as of the day and year first above written.

Signed in the presence of:

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

BY ITS BOARD OF COUNTY COMMISSIONERS

Print Name: _____

By: _____,
_____, *[insert name/title of County
Mayor or his/her designee]*

Print Name: _____

ATTEST:

By: _____
Harvey Ruvin, Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

By: _____
Name: _____
Title: _____

[signatures continue on following page]

Signed in the presence of:

ST. JAMES COMMUNITY DEVELOPMENT
CORPORATION OF MIAMI, INC., a Florida
non-profit corporation

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA)

) SS:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20__ by _____, as _____ of St. James Community Development Corporation of Miami, Inc., a Florida non-profit corporation, on behalf of the company and limited partnership. He/She is personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____

Print Name: _____

My Commission expires:

EXHIBIT A

LEGAL DESCRIPTION OF DEMISED PREMISES

Improvement Agreement
Between
Miami-Dade County
and
St. James Community Development
Corporation, a Florida non-profit corporation
for Access and Improvements at
The Earlington Heights Metrorail Station

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IMPROVEMENT AGREEMENT

THIS IMPROVEMENT AGREEMENT (the “Agreement”), dated as of the ____ day of _____, 20__, made by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (“County”), by and through the Department of Transportation and Public Works (“DTPW”) and together with the County, collectively, the “Owner”), having an office and place of business at Overtown Transit Village, 701 N.W. 1st Court, 17th Floor, Miami, Florida 33136 Attn: Director, Department of Transportation and Public Works, and St. James Community Development Corporation, a Florida non-profit corporation, having an office and place of business at 1845 NW 65th Street, Miami, FL 33133, Attention: Rev. Jimmie L. Williams III (hereinafter called “Developer” and together with the Owner, collectively, referred to herein, as the “Parties”).

WITNESSETH:

A. The Owner owns certain real property located in Miami-Dade County, Florida, as more particularly described on Exhibit A attached hereto, and generally depicted on Exhibit B attached hereto and made a part hereof (the “Land”), which is the location of a portion of the Miami-Dade County Metrorail System.

B. Developer desires to improve portions of the existing Earlington Heights Metrorail Station (the “Station”), which includes the rail guideway and station platform, bus bay area, surface parking area, kiss and ride area, driveways and the structured parking garage located on the Land (the “Station Parking Garage”) in connection with improvements contemplated to be made by Developer to Owner’s property located adjacent to the Station (the “Project”), in accordance with that certain Agreement of Lease (Earlington Heights Metrorail Station) by and between Owner and Developer and dated as of the date hereof (the “Ground Lease”), and the Owner desires to encourage development of the Station and the Project.

C. Owner and the Developer recognize the potential for public and private benefit through improvements to the Station in order to promote public transit usage, improve the appearance, functionality and maintenance of the Station in the vicinity of the Project and to further economic development in the County.

D. Owner and Developer agree that Owner has specialized knowledge with respect to operation and maintenance of the System, and that this Agreement does not obligate the Developer to operate or maintain any part of the System, unless specified in this Agreement.

E. It is hereby mutually covenanted and agreed by and between the Parties hereto that this Agreement is made upon the agreements, terms, covenants and conditions hereinafter set forth.

ARTICLE 1 GENERAL TERMS OF AGREEMENT

Section 1.1. Agreement. For and in consideration of the covenants and agreements specified herein, the Parties agree to the terms and conditions set forth in this Agreement. The Parties hereby agree that the consideration and obligations recited and provided for under this Agreement constitute substantial benefits to both parties and thus adequate consideration for this Agreement.

Section 1.2. Term of Agreement. Subject to the terms of Section 1.3 below, the term of this Agreement (the “Term”) shall commence on the Effective Date and shall be coterminous with the Ground Lease, unless sooner terminated pursuant to the terms hereof. The expiration or earlier termination of the Ground Lease in its entirety shall constitute a termination of this Agreement.

Section 1.3. Conditions Precedent to Effectiveness of Agreement. This Agreement shall not become effective unless and until the Board of County Commissioners (the “Board”), the Federal Transit Administration (“FTA”) and the Florida Department of Transportation (“FDOT”) shall have approved the execution of this Agreement.

ARTICLE 2 DEFINITION OF CERTAIN TERMS

Section 2.1. Terms Defined. The terms set forth below, when used anywhere in this Agreement (including the Recitals to this Agreement), shall be defined and have the meanings set forth below. Capitalized terms used in this Agreement without definition shall have the meanings given to them in the Ground Lease unless another agreement is referenced.

(a) Agreement shall mean this Agreement and all amendments, supplements, addenda or renewals thereof.

(b) Board shall have the meaning set forth in Section 1.3 above.

(c) City shall mean the City of Miami, Florida, municipal corporation organized under the laws of the State of Florida.

(d) Claims shall have the meaning ascribed to such term in Section 8.2(a) herein.

(e) Commencement of Construction and “commenced” when used in connection with construction of the Station Improvements, shall mean the earlier of the filing of the notice of commencement under Section 713.13 of the Florida Statutes or the visible start of work on the site or the Station Improvements, including on-site utility, excavation or soil stabilization work, after the Developer has received a building permit for the particular Station Improvement on which construction is proposed to commence.

(f) Completion of Construction shall mean, for the Station Improvements, the date when work is complete and has been inspected to the extent required by Law and Ordinance, and all work to be performed under the Permits issued in connection with such Station Improvements has been completed.

(g) Construction Plans shall consist of Final Design Plans for particular Station Improvements as approved by the County, the drawings and specifications for which are in the format with sufficient detail as required to obtain building permits for such Station Improvements and as further described in Article 4.

(h) County shall mean Miami Dade County, a political subdivision of the State of Florida.

- (i) Design Plans shall have the meaning ascribed to such term in Section 4.1(a) herein.
- (j) Developer shall have the meaning set forth in the preamble, including its permitted successors and assigns
- (k) Developer's Representative shall mean Alain Lantigua or the individual designated by the Developer to be the primary contact for the Developer in connection with this Agreement and any submissions, approvals, consents, joinders or inquiries with respect to this Agreement and the Station Improvements.
- (l) Development Rights shall mean the rights granted to the Developer pursuant to the terms of this Agreement.
- (m) DTPW shall have the meaning set forth in the Preamble of this Agreement.
- (n) Effective Date shall mean the date on which the Owner and the Developer have both executed this Agreement.
- (o) EHD shall have the meaning ascribed to such term in Section 10.1 herein.
- (p) Event(s) of Default shall be given the meaning ascribed to such term in Section 12.1.
- (q) FDOT shall have the meaning ascribed to such term in Section 1.3 herein.
- (r) Final Design Plans shall mean the final plans and specifications for the Station Improvements.
- (s) FTA shall have the meaning ascribed to such term in Section 1.3 herein.
- (t) Ground Lease shall have the meaning set forth in the Recitals.
- (u) Impositions shall mean all ad valorem taxes, special assessments, sales taxes and other governmental charges and assessments levied or assessed with respect to the Property and the activities conducted thereon or therein.
- (v) Land shall mean the real property described in Exhibit A hereto, and generally depicted on Exhibit B attached hereto, together with all rights, privileges and easements appurtenant to said real property, and all right, title and interest of the Owner, if any, in and to any air rights and any land lying in the bed of any street, road, alley or right-of-way, open or closed, adjacent to or abutting the Land as needed for the Station Improvements.
- (w) Law and Ordinance or Laws or Ordinances shall mean all present and future applicable laws, ordinances, rules, regulations, authorizations, orders and requirements of all federal, state, county and municipal governments, the departments, bureaus or commissions thereof, authorities, boards or officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions having or acquiring jurisdiction over all or any part of the Property.

- (x) Notice shall have the meaning ascribed to such term in Section 13.2 herein.
- (y) Owner shall mean, on the Effective Date, the County, by and through DTPW, and its permitted successors and assigns.
- (z) Owner's Representative shall mean the Director of DTPW or his/her designee, or a person subsequently designated by the Director of DTPW upon written notice to the Developer.
- (aa) Party or Parties (whether or not by use of the capitalized term) shall mean jointly or individually (as the context dictates) Developer and Owner.
- (bb) Permit shall mean any permit issued or to be issued by the appropriate agency or person, including but not limited to applicable permits for construction; demolition; installation; foundation; dredging; filling; the alteration or repair or installation of sanitary plumbing, water supply, gas supply, electrical wiring or equipment, elevator or hoist and HVAC; sidewalk; curbs; gutters; drainage structures; lift stations; paving; grease traps; subdivision plat and/or waiver of plat approvals, covenant or unity of title acceptance or the release of existing unities or covenants or agreements in lieu thereof; building permits; certificates of use and/or occupancy; stormwater; development of regional impact approvals, modifications or exemptions; and the like and any other official action of the City, County, State of Florida, DTPW, FTA or any other government agency having jurisdiction related to the Station Improvements.
- (cc) Phase shall mean any of the design phase, construction phase or operation phase of the Station Improvements to be constructed in accordance with this Agreement.
- (dd) Plans and Specifications shall mean the plans and specifications for all the work in connection with the alteration, construction and reconstruction of the Station Improvements on the Property, including any changes, additions or modifications thereof, provided the same are approved by Owner, whose approval shall not be unreasonably withheld, delayed or conditioned, and consistent with applicable Laws and Ordinances.
- (ee) Preliminary Plans shall mean plans for the Station Improvements or a portion thereof, as the case may be, which have been submitted by the Developer to the County, as may be required herein.
- (ff) Project shall have the meaning set forth in the Recitals.
- (gg) Property shall mean collectively and to the extent required for development of the Station Improvements:
- (1) the Land;
 - (2) the Station Parking Garage; and
 - (3) the Station, the Station Improvements and any other improvements now or hereafter existing on the Land.
- (hh) Station shall have the meaning set forth in the Recitals.

(ii) Station Improvements shall mean the required alterations, new construction or reconstruction by the Developer of portions of the Land and the Station Parking Garage as described in Schedule 2.1, substantially in conformance with the renderings attached here to as Exhibit C, as same may be modified with Owner's approval in connection with the Project pursuant to the plan approval process set forth herein and in the Ground Lease. Any and all Station Improvements shall become the property of the County upon installation.

(jj) Station Parking Garage shall have the meaning set forth in the Recitals.

(kk) System shall mean the Miami-Dade County Metrorail System including, without limitation, all mover vehicles, trains, fixed guideways, stations, parking lots and parking structures, drop off/pickup areas, sidewalks, maintenance facilities, structures and all associated facilities required in the operation of the System.

(ll) Taking shall have the meaning ascribed to such term in Section 11.1.

(mm) Term shall have the meaning ascribed to such term in Section 1.2.

(nn) Unforeseen Station Conditions shall have the meaning ascribed to such term in Section 5.4(b).

ARTICLE 3 DEVELOPMENT RIGHTS AND CONSTRUCTION REQUIREMENTS

Section 3.1. Land Uses

(a) The Developer will develop the Station Improvements substantially consistent with the Plans and Specifications and maintain such Station Improvements as set forth herein (except for matters that are the responsibility of the Owner pursuant to Section 6.5), the intent of which is to enhance the Station and improve ridership level.

(b) The Parties agree, for themselves and their successors and assigns, to devote the Property to the uses specified in this Agreement, including temporary construction staging and parking, and for other or additional uses which are consistent with the construction and operation of the Station Improvements.

Section 3.2. Development Rights. The Developer shall have the right and obligation to construct the Station Improvements, subject to the terms and conditions of this Agreement, including the following:

(a) Development Rights of Land. Solely in connection with the construction of the Station Improvements, the Owner will join in any Permit or other application, temporary and permanent easements, restrictive covenants, easement vacations or modifications and such other documents as may be necessary for the Developer to construct the Station Improvements substantially in accordance with this Agreement and in a manner otherwise permitted hereunder, provided that:

(1) such joinder by the Owner shall be at no liability or cost to the Owner other than its costs of review;

(2) the location, terms, and form of any such Permits or applications, temporary and permanent easements, restrictive covenants, easement vacations or modifications and such other documents shall be reasonably acceptable to the Owner; and

(3) the Owner agrees to use reasonable efforts to review and approve (or disapprove with an explanation for such disapproval) any such requests within fifteen (15) business days of such request from the Developer or a reasonably longer period of time if the volume and complexity of the documents, as reasonably determined by the Owner, warrant a longer review period (except in the event that Board approval is required under applicable Law and Ordinance for such approval, in which case Section 15.6 shall control). Developer agrees to provide Owner with all documents necessary to assess such requests at the earliest possible time and Owner agrees to expedite the review of such documents and its response to such requests.

(b) Easements, Rights to Land. Nothing herein shall be construed to limit the rights of the Owner under this Section 3.2 or to require the Owner, subject to Section 15.13, to agree to any easements, restrictive covenants, easement vacations or modifications or such other documents that require the consent of the Board pursuant to applicable Law and Ordinance unless such consent has been obtained.

(c) Miami-Dade County's Rights as Sovereign. It is expressly understood that notwithstanding any provision of this Agreement and the County's status as Owner:

(1) The County 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 building or zoning; from exercising its planning or regulatory duties and authority; and from requiring development under present or future (as applicable) Laws or Ordinances of whatever nature applicable to the design, construction and development of the Station Improvements provided for in this Agreement; and

(2) The County shall not by virtue of this Agreement be obligated to grant the Developer or the Project any approvals of applications for building, zoning, planning or development under present or future (as applicable) Laws or Ordinances of whatever nature applicable to the design, construction and development of the Project.

Section 3.3. Compliance with Laws, Regulations and Permits. Developer shall comply with all applicable Federal, State, County and Municipal statutes, ordinances, rules, orders, regulations and requirements. Developer shall, upon request, provide proof of compliance with all applicable required licenses, permits or other legal requirements. Preliminary Plans, Final Design Plans and Construction Plans, and all work by the Developer with respect to the Station Improvements and the Developer's construction of or installation thereon, shall be in conformity with this Agreement and Law and Ordinance, including applicable provisions of the then-current version of DTPW's Adjacent Construction Manual or its replacement. Developer acknowledges

that the DTPW Adjacent Construction Manual contains minimum requirements and the County may impose more stringent requirements if the County deems that more stringent requirements are warranted to adequately protect the System.

Section 3.4. FTA Requirements. Developer shall comply with applicable FTA requirements and which shall be included in any Agreement covering the use of property acquired and/or constructed with federal funds, including, without limitation:

- (a) Requirements found in 49 CFR Part 26.7 regarding nondiscrimination based on race, color, national origin or sex;
- (b) Requirements found in 49 CFR Parts 27.7 and 27.9(b) and 37 regarding non-discrimination based on disability and complying with the Americans With Disabilities Act with regard to any Station Improvements constructed;
- (c) Requirements contained in the Federal Transit Administration Master Agreement relating to conflicts of interests, debarment and suspension.
- (d) Continuing control of the Property by DTPW;
- (e) Continued unobstructed public access to the System; and
- (f) Non-interference with transit operations.

Section 3.5. Payment and Performance Bonds. THE PARTIES AGREE THAT THE STATION IMPROVEMENTS ARE PUBLIC WORKS AS CONTEMPLATED UNDER SECTION 255.05, FLORIDA STATUTES. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF THE STATION IMPROVEMENTS ON THE LAND, THE DEVELOPER SHALL DELIVER TO THE OWNER, OR THE PRIME CONTRACTOR(S) HIRED BY THE DEVELOPER SHALL DELIVER TO THE DEVELOPER AND THE OWNER, EXECUTED PAYMENT AND PERFORMANCE BONDS AS CONTEMPLATED UNDER SECTION 255.05, FLORIDA STATUTES, TO GUARANTEE THE CONSTRUCTION OF THE STATION IMPROVEMENTS THEN BEING CONSTRUCTED BY SUCH CONTRACTOR ON THE LAND AND PAYMENT OF CLAIMANTS AS DEFINED IN SECTION 713.01, FLORIDA STATUTES. IF THE PAYMENT AND PERFORMANCE BONDS ARE DELIVERED BY THE PRIME CONTRACTOR(S), THE AMOUNT OF SUCH BONDS SHALL BE EQUAL TO THE CONTRACT PRICE BETWEEN THE DEVELOPER AND THE CONTRACTOR, AND EACH BOND SHALL NAME BOTH THE OWNER AND THE DEVELOPER AS DUAL OBLIGEEs THEREOF AND SHALL BE ISSUED BY A SURETY REASONABLY ACCEPTABLE TO THE DEVELOPER AND THE OWNER. THE DEVELOPER SHALL HAVE THE RIGHT FROM TIME TO TIME TO SUBSTITUTE OR REPLACE, OR CAUSE ITS CONTRACTOR TO SUBSTITUTE OR REPLACE, SUCH BONDS AS DEEMED NECESSARY BY THE DEVELOPER FOR ANY PORTION OF THE WORK ON THE LAND THEN BEING CONSTRUCTED. THE RIGHTS OF OWNER UNDER ANY PERFORMANCE BOND(S) SHALL BE SUBORDINATE TO THE RIGHTS OF DEVELOPER'S LENDERS.

Section 3.6. Designation of the Owner's Representative. The Owner's Representative shall have the power, authority and right, on behalf of the Owner, in its capacity as the Owner hereunder, to:

(a) review and approve (if required) documents, plans, applications, and all other requests required or allowed by the Developer to be submitted to the Owner pursuant to this Agreement;

(b) consent to actions, events, and undertakings by the Developer for which consent is required by the Owner;

(c) make appointments of individuals or entities required to be appointed or designated by the Owner in this Agreement;

(d) execute non-disturbance agreements and issue estoppel certificates as provided elsewhere in this Agreement;

(e) execute any and all documents on behalf of the Owner necessary or convenient to the foregoing approvals, consents, and appointments;

(f) execute on behalf of the Owner any and all consents, agreements, applications or other documents, needed to comply with applicable regulatory procedures and secure Permits, other permits or other approvals needed to accomplish the construction of the Station Improvements in and refurbishments of the Property, and

(g) to enter into an amendment of this Agreement with the Developer to correct any typographical or non-material errors or make any other non-material changes to this Agreement.

ARTICLE 4 PLANS

Section 4.1. Design Plans.

(a) The Developer shall submit design and construction plans to DTPW for review, coordination and approval (the "Design Plans") in accordance with this Section. For each submittal, the Developer shall submit an electronic copy, in a format reviewable by the County using its existing systems, and if requested by the County, in its native format, and three (3) full-sized or half-sized sets of prints with the date noted on each print.

(b) The Station Improvements shown on Schedule 2.1 have been approved by the Owner. Owner authorizes the Developer to proceed with the preparation of plans and specifications for construction of the Station Improvements substantially as shown on Schedule 2.1.

(c) At fifteen percent (15%) of the overall design completion of the Station Improvements, Developer shall submit conceptual site layouts and plans, sections, and elevations to DTPW for its review and approval, which shall not be unreasonably withheld, delayed or conditioned.

(d) At fifty percent (50%) of the overall design completion of the Station Improvements, Developer shall submit conceptual site layouts and plans, sections, and elevations to DTPW for its review and approval, which shall not be unreasonably withheld, delayed or conditioned.

(e) At one hundred percent (100%) design completion of the Station Improvements, Developer shall submit proposed Final Design Plans for the Station Improvements to DTPW for its review and approval, which shall not be unreasonably withheld, delayed or conditioned.

Section 4.2. DTPW Review Process.

(a) Upon submittal of each set of Plans and Specifications by Developer, DTPW shall review same and shall, within thirty (30) days after receipt thereof, advise Developer in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. In the event of a disapproval, Developer shall, within thirty (30) business days after the date Developer receives such disapproval, make those changes necessary to meet DTPW's stated grounds for disapproval or request reconsideration of such comments, and DTPW shall respond to such request for reconsideration within thirty (30) days after receipt of such request. Within thirty (30) business days of DTPW's response to such request for reconsideration, Developer shall, if necessary, resubmit such altered plans to DTPW. Any resubmission shall be subject to review and approval by DTPW, in accordance with the procedure hereinabove provided for an original submission, until the same shall receive final approval by DTPW.

(b) DTPW and Developer shall in good faith attempt to resolve any disputes concerning the Design Plans in an expeditious manner. DTPW's approval shall be in writing and each party shall have a set of plans signed by all parties as approved. In the event any material change occurs after approval of the Final Design Plans, then Developer must resubmit the changed portion of the Final Design Plans for DTPW's approval, and DTPW shall respond to any request for approval of changes to the Final Design Plans within thirty (30) days after receipt of such request. DTPW agrees that it shall not unreasonably withhold, condition or delay its approval of the Design Plans or any subsequent submission of revisions to the Design Plans. In addition, if DTPW shall have approved any aspect of the Design Plans in any submittal under this Section 4.2, and the revised Design Plans has not affected the earlier-approved aspect, DTPW shall not have the right to disapprove that which it approved earlier, absent a finding that the aspect of the Design Plans fails to comply with applicable Laws and Ordinances or legislative requirements. Once Design Plans, including the Final Design Plans and any materially adverse changes, are approved or deemed approved by the parties, such plans and the Station Improvements depicted therein shall be deemed in compliance with the terms and conditions of this Agreement and shall prevail over any contrary or conflicting provision set forth herein.

(c) If DTPW fails to respond to any submission or request for reconsideration by Developer hereunder within the time period required herein for such response, then same shall be deemed Unavoidable Delay and all dates, deadlines and time periods under this Agreement that have not yet occurred (including without limitation deadlines for the Commencement and Completion of Construction, anything herein to the contrary notwithstanding) shall extend on a day-for-day basis from the date DTPW was required to respond to such submission or request until the date DTPW actually responds to same. DTPW's acceptance of Final Design Plans for any

Station Improvements to be located on the Demised Premises (as such term is defined in the Ground Lease), if any, shall constitute final approval under the Ground Lease for such Station Improvements. To the extent that DTPW accepts final design plans under the Ground Lease for any improvements to the Land that constitute a part of the Station Improvements, if any, such approval shall constitute final approval of such Station Improvements under this Agreement.

(d) DTPW's approval of Final Design Plans for any Station Improvements under this Agreement shall constitute final approval of such Station Improvements by DTPW solely as the owner of the Land and the Station. Following DTPW's approval of Final Design Plans, Developer shall be required to obtain any permits for construction of the Station Improvements that may be required by applicable Laws and Ordinances.

(e) Recognizing the need for Developer to construct the Station Improvements contemporaneously with the construction of the Project, Owner agrees to use commercially reasonable and good faith efforts to approve each set of Design Plans and all other Plans and Specifications (including the Final Design Plans) that require the approval of Owner hereunder within time frames that will enable Developer to obtain Permits for the Station Improvements reasonably concurrently with the permits for the Project under the Ground Lease.

Section 4.3. Compliance with Policies. Developer acknowledges that all plans and construction work in connection with the Station Improvements must comply with DTPW's Safety and Security Certification Program Plan for Miami-Dade Transit Rail Fixed Guideway Systems, and that any modifications to the System must in connection with the Station Improvements must be made in compliance with the Change Review Boards Policy and Procedure.

Section 4.4. Construction Plans. The Developer shall give the Owner copies of final site and elevation plans prior to submittal for the building permits for the Station Improvements, in a format reviewable by the County using its existing systems, and if requested by the County, in its native format. All Construction Plans must be in substantial conformity with the Final Design Plans approved by DTPW.

Section 4.5. As-Built Plans. As soon as reasonably practicable after the completion of the Station Improvements constructed or installed in or on the Property, the Developer shall provide to the County an electronic copy and eight (8) full-sized sets of "as-built" construction plans for the Station Improvements, in a format reviewable by the County using its existing systems, and if requested by the County, in its native format.

Section 4.6. Landscaping Entrances. The Owner agrees to cooperate with the Developer in the development of plans regarding entrances to the Property in order to achieve an aesthetic blend of landscaping. All costs of developing such entranceway plans shall be paid by the Developer.

Section 4.7. Station and System Plans. The Owner agrees, at the completion and approval of a Federal background check and subject to the requirements of MDT Facility Building Plans & Records, at the request of the Developer, to make available to the Developer for inspection all plans, specifications, working drawings and engineering data in the possession of the Owner, or available to it, relating to the Station, the System and other facilities of the County in Miami-

Dade County, it being understood and agreed that the Developer will reimburse the Owner for any duplication costs incurred in connection therewith and the Owner assumes no responsibility or liability for the information obtained pursuant to this Section.

Section 4.8. Developer Obligations. DTPW's approval of any Design Plans pursuant to this Article 4 shall not relieve the Developer of its obligations under applicable Laws or Ordinances to file such plans with any other department of Miami-Dade County, the City of Miami or any other governmental authority having jurisdiction over the issuance of building or other Permits and to take such steps as are necessary to obtain issuance of such Permits. The Owner agrees to cooperate pursuant to Section 15.13 and join in (if applicable), with the Developer in connection with the obtaining of such approvals and Permits. The Parties acknowledge that any approval given by a Party pursuant to this Article 4, or anywhere else in this Agreement, shall not constitute an opinion or agreement by such Party that the plans are structurally sufficient or in compliance with any Laws or Ordinances, and no such approval shall impose any liability upon such Party.

Section 4.9. Jurisdiction. The Parties acknowledge that the County retains jurisdiction for building approvals, including issuance of building permits, building inspections and issuance of certificates of occupancy within the any portion of the Miami-Dade County Transit System.

Section 4.10. Station Improvements. Developer shall achieve Completion of Construction of (a) the Station Improvements identified as "Phase 1 Improvements" contemporaneously with the Completion of Construction (as defined in the Ground Lease) of the first Phase of the Project pursuant to the Ground Lease, (b) the bus canopies / sitting areas on the ground floor of each residential building of the Project contemporaneously with the Completion of Construction of the Phase of the Project that includes such residential building, and (c) the remainder of the Station Improvements by the Completion of Construction of the entire Project, in each case subject to Unavoidable Delay and the other terms and conditions of this Agreement. Owner acknowledges and agrees that Developer is required to complete construction of the Station Improvements on a Phase by Phase basis as hereinabove provided. Notwithstanding anything to the contrary contained in this Agreement or the Ground Lease, upon Completion of Construction (as defined in the Ground Lease) of any Phase of the Project, including the Station Improvements required to be completed as part of such Phase of the Project (as indicated in this Section and Schedule 2.1 to this Agreement), such Phase of the Project shall automatically be exempt from any Event of Default based on the failure to achieve Completion of Construction of the Station Improvements required hereunder in connection with future Phases. For the avoidance of doubt, defaults and Owner's rights and remedies with respect to defaults based on the failure to achieve Completion of Construction of the Station Improvements shall be limited to those Phase(s) of the Project that have not yet achieved Completion of Construction of the Station Improvements as and when required of Developer under this Agreement (and not any previously completed Phase(s)), as more particularly provided in the Ground Lease. As used in this paragraph, references to "Phase" means the Phase of the Project as defined in the Ground Lease.

ARTICLE 5 CONSTRUCTION

Section 5.1. Requirements for Commencement of Construction. Prior to the Commencement of Construction, the Developer shall satisfy the following requirements:

(a) The Developer shall have become registered vendor with the County Internal Services Department Division of Procurement Management, and satisfied all requirements of the County in connection with such registration.

(b) DTPW shall have approved the Final Design Plans for the Station Improvements;

(c) Prior to any digging, boring, trenching, construction, excavation, demolition, restoration, or staging, the Developer shall hand dig to verify the locations and elevations of DTPW underground utilities and facilities within the Station or the Land.

(d) Prior to any construction, excavation, demolition, restoration, or staging within the Property, the Developer shall submit to the DTPW Right-of-Way, Utilities and Property Management Division through the DTPW Director, or his or her designee, an electronic copy and three (3) full-sized or half-sized print copies and of all such plans, drawings and calculations showing the relationship between the proposed activities and the System. The drawings and calculations shall have sufficient detail to allow DTPW to determine if such activities are likely to impact the System facilities, operations and/or systems and the extent of that impact, if any. The drawings and calculations shall include, if applicable, but not be limited to, the following:

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

(e) Any such proposed construction, excavation, demolition, restoration, or staging may commence only after the requirements set forth in Section 5.1(a)-(c) have been met. All construction shall be in compliance with the latest edition of the Miami-Dade County Adjacent Construction Manual or its replacement.

(f) If the Owner, in its sole discretion, determines that activities undertaken or authorized by the Developer, or planned to be undertaken or authorized by the Developer, in connection with construction of the Station Improvements may adversely impact the System or transit facilities or operations, the Owner may require the Developer to submit a plan to monitor, mitigate and remediate any such impacts. The plan must be approved by the Owner, whose approval shall not be unreasonably withheld, delayed or conditioned, in writing prior to the commencement of any such activities. If directed by the Owner, the Developer shall promptly mitigate and/or remediate all such impacts caused by construction of the Station Improvements reasonably specified by the Owner, to the reasonable satisfaction of the Owner, at Developer's sole expense. Additionally, the Owner shall have the right to slow or stop any construction of the Station Improvements that the Owner, in its sole discretion, determines to be potentially hazardous to the System, or to transit facilities and/or operations, or to County employees, patrons or to the public. Owner shall not be liable to the Developer as a result of such actions.

Section 5.2. Construction Costs. Developer shall be solely responsible for any and all costs and expenses associated with the construction or installation of the Station Improvements, except as otherwise provided herein and adjustments (if any) made by the Parties pursuant to Section 5.4 below. The Owner shall not be responsible for any costs or expenses of construction or installation of the Station Improvements, except as otherwise provided herein or agreed to by the Parties.

Section 5.3. Progress of Construction. From the Commencement of Construction until Completion of Construction, upon written request of the Owner's Representative, but not more frequently than monthly, the Developer shall submit a written report to the Owner's Representative of the progress of the Developer with respect to development and construction of the Station Improvements.

Section 5.4. Site Conditions.

(a) The Developer, by executing this Agreement, represents it has visited the site, is familiar with local conditions under which the construction and development is to be performed, will perform all test borings and subsurface engineering generally required at the Property under sound and prudent engineering practices if customary for improvements in the nature of the Station Improvements and, if applicable, will correlate the results of the test borings and subsurface engineering and other available studies and its observations with the requirements of the construction and development of the Station Improvements. Developer shall restore any portion of the Property that is damaged in connection with such testing and studies to a condition substantially similar to its pre-testing condition after all testing, if such portion of the Property will not be the subject of any future Station Improvements, and shall provide the Owner with a copy of all test results. The Owner makes no warranty as to soil and subsurface conditions.

(b) The Parties acknowledge and agree that Developer's agreement to perform the Station Improvements is based, in part, on the assumption that the Property is in good condition and there are no conditions ("Unforeseen Station Conditions") that exist that would increase Developer's estimated budget for the construction and completion of the Station Improvements by more than fifteen percent (15%) or materially delay the construction of the Station Improvements. Developer shall notify Owner of any Unforeseen Station Conditions that would increase

Developer's estimated budget by more than fifteen percent (15%) or materially delay the construction of the Station Improvements upon obtaining knowledge thereof, whereupon Developer and Owner shall negotiate in good faith, to determine if any reasonable adjustments to the terms of this Agreement and the Ground Lease should be made, which adjustments shall be subject to FTA and Board approval, as applicable (such as, by way of example and not limitation, credits against Rent, contributions by Owner to the increased costs resulting from the Unforeseen Station Conditions, extensions of commencement of Rent, Commencement of Construction, Completion of Construction and other construction timeframes, and/or other adjustments to the economic terms of this Agreement or the Ground Lease) mutually acceptable to the Parties. Notwithstanding the foregoing, the Parties are under no obligation to make such adjustments. If the Parties are unable to achieve a mutually acceptable agreement in writing within sixty (60) days following Developer's initial notice to Owner of Unforeseen Station Conditions hereunder, then Developer shall have the right, in its sole discretion, by written notice to Owner delivered within fifteen (15) days following the expiration of said 60-day period, either (i) to terminate this Agreement and the Ground Lease, in which event Developer and Owner shall be released from all further obligations under this Agreement and the Ground Lease, or (ii) to proceed with the Station Improvements and Project under the terms and conditions of this Agreement and the Ground Lease with Developer being responsible to remediate any Unforeseen Station Conditions, at its sole cost and expense. If Developer fails to notify Owner in writing that Developer has elected to terminate this Agreement within said 15-day period, Developer's right to terminate this Agreement under this subsection shall be deemed waived and Developer shall be deemed to have elected to proceed with the Station Improvements under clause (ii) hereof.

Section 5.5. Connection to Utilities. The Developer, at its sole cost and expense, shall install or cause to be installed all necessary connections between the Station Improvements constructed or erected by it on the Property, and the water, sanitary and storm drain mains and mechanical and electrical conduits and other utilities, whether or not owned by the County. The Owner shall cooperate with the Developer pursuant to Section 15.13 hereof to the extent that the Developer needs the Owner to join in any agreements or documents for installation of any connections necessary for the Property and the Station Improvements or required by the Developer. The cost of all utilities used for the construction of the Station Improvements (but not the operation thereof which shall be the responsibility of the Owner), including, without limitation, gas, water, sewer and electric utilities and services shall be borne by and shall be the sole responsibility of the Developer.

Section 5.6. Mutual Covenants of Non-Interference. The Developer's development and construction of the Station Improvements shall not materially and adversely interfere with the Owner's customary and reasonable operation of the System, unless prior arrangements have been made in writing between the Parties. The Developer may request interruption of the System operation by the Owner for construction of the Station Improvements and the Owner agrees to reasonably cooperate with such interruption in order to enable such construction. Similarly, the Owner's use of the Station Parking Garage, Station area and the System shall not materially and adversely interfere with the Developer's development and construction of the Project and its use and operation of the Demised Premises and the Station Improvements to be constructed thereon, unless prior arrangements have been made in writing between the Parties. The Owner may at any time during construction of the Station Improvements, stop or slow down such construction, but only upon the Owner's reasonable determination that the safety of the System, or of the users of

the System or of any employees, agents, licensees and permittees of the Owner is jeopardized, provided that (i) Owner shall first notify Developer of such determination (and the basis for it), (ii) the Parties shall cooperate in good faith to abate or effectively manage the source of the problem, and (iii) Owner shall stop or slow down construction by Developer under this provision only if, despite the good faith efforts of the Parties to abate or effectively manage the problem, the safety of the System or its users remains in jeopardy. Any such slowdown or stoppage shall entitle Developer to appropriate extensions of time hereunder, provided that such safety hazard which caused the slowdown or stoppage is not the result of Developer's negligence or willful act. The Owner acknowledges that operations at the Station may be affected during the construction of the Station Improvements, by, *inter alia*, general noise emanating from the construction of the Station Improvements, vehicle and traffic noise (including loading and unloading of trucks) from construction and other large vehicles, construction staging, traffic congestion and the like, and agrees that these customary conditions, activities and disruptions (in contrast to conditions that constitute a safety hazard) shall not trigger a slowdown or stoppage of Developer's work under this provision.

Section 5.7. Ownership of Improvements. All Station Improvements and all material and equipment provided by the Developer or on its behalf which are incorporated into or become a part of the Station Improvements located on the Property (excepting all of the System facilities) shall, upon being added thereto or incorporated therein, be and remain the property of the Owner, not including personal property of the Developer.

ARTICLE 6 OPERATION, MAINTENANCE AND REPAIR

Section 6.1. Non-Interference. The Parties agree that, except for those structures reasonably necessary for security and safety purposes, no fence, or any other structure of any kind (except as may be specifically permitted or maintained under the provisions of this Agreement, indicated on approved Construction Plans or otherwise mutually agreed upon in writing) shall be placed, kept, permitted or maintained in such a fashion as to materially or adversely interfere with pedestrian or vehicular traffic to and from the Station from the public right of way. Subject to obtaining the written consent of the Owner to close the Station in its entirety, which shall not be unreasonably withheld, the foregoing shall not prohibit the Developer from closing the Station Improvements and denying access to the public at such times and in such manner as reasonably necessary during the development or construction of any portion of the Station Improvements or, the repair and maintenance of the Station Improvements, provided such closing does not interfere with the public's reasonable access to the Station, or Owner's customary operation of the System, unless the Developer obtains the Owner's prior written consent to the extent required by Section 5.6 herein.

Section 6.2. Developer Rights to Erect Signs.

(a) It is explicitly agreed and understood that this Agreement does not provide any rights for the Developer to place signs or advertisements within the Property.

(b) As used in this Agreement, "sign(s)" shall be deemed to include any display of characters, letters, illustrations, logos, murals, or any ornamentation designed or used as an

advertisement or to indicate direction, irrespective of whether the same be temporary or permanent, electrical, illuminated, stationary or otherwise.

(c) Other than specifically delineated in this Agreement, the County maintains the right as Owner to place, erect, maintain and operate, or cause, allow and control the placement, erection, maintenance and operation of signs or advertisements within the Property.

Section 6.3. Owner's Signs Upon the Property. System-wide informational graphics, directional information, maps, and transit information shall be allowed to be placed within the Property at the sole expense of the County. Nothing in this Section limits the County's right as Owner to place signs or advertisements on any portion of the Property.

Section 6.4. Repairs Necessitated by Casualty. Repairs and restoration necessitated by fire or other casualty shall be governed by Article 9 (and not this Article).

Section 6.5. Owner Repairs and Maintenance. Throughout the Term, the Owner, at its sole cost and expense, shall keep the Station, the Station Parking Garage, and the portions of the Station Improvements located in the Landlord Maintenance Areas, in good order and condition, make all repairs thereto deemed necessary by the Owner, except for matters that are the responsibility of the Developer pursuant to Section 6.6, and maintain the Station, the Station Parking Garage, and the portions of the Station Improvements located in the Landlord Maintenance Areas in a manner that is consistent with the level of service provided at other stations and other parking garages which are part of similar and/or comparable projects throughout the System. The term "repairs" shall include all replacements, renewals, alterations, additions and betterments deemed necessary by the Owner or as required under applicable Laws and Ordinances. All repairs made by the Owner shall be at least substantially similar in quality and class to the original work. The Owner shall keep and maintain all portions of the Station, the Station Parking Garage, and the portions of the Station Improvements located in the Landlord Maintenance Areas in a clean and orderly condition, reasonably free of dirt, rubbish, graffiti, and unlawful obstructions, in a manner that is consistent with the level of service provided at other stations and other parking garages which are part of similar and/or comparable projects throughout the System. The Developer, at its option and sole cost, and after thirty (30) days written notice to the Owner, may perform any maintenance or repairs required of the Owner hereunder which have not been performed by the Owner following the notice described above.

Section 6.6. Developer Repairs and Maintenance. Throughout the Term, subject to Section 9.1 of the Ground Lease, the Developer, at its sole cost and expense, shall keep the portions of the Station Improvements located in the Tenant Maintenance Areas (as defined in the Ground Lease) in good order and condition and shall make all necessary repairs to the Station Improvements located in the Tenant Maintenance Areas except for (a) repairs which are required because of the negligence or misconduct of the Owner, its employees, agents or contractors, and (b) repairs of the Station Improvements located in the Landlord Maintenance Areas which Owner shall repair and maintain in accordance with Section 6.5 above. The term "repairs" shall include all replacements, renewals, alterations, additions and betterments in substantial compliance with the Construction Plans deemed necessary by the Developer or as required under applicable Laws and Ordinances. All repairs made by the Developer shall be at least substantially similar in quality and class to the original work. The Developer shall not be required to obtain any further approvals

from the Owner to repair the Station Improvements to the condition required by this Section 6.6 so long as such repairs are in substantial compliance with the approved Construction Plans. The Developer shall keep and maintain the Station Improvements located in the Tenant Maintenance Areas in a clean and orderly condition, reasonably free of dirt, rubbish, graffiti, and unlawful obstructions. Developer shall be responsible for securing any materials, supplies and equipment used by Developer in connection with any repairs hereunder. The Developer shall have the right to provide enhanced security, maintenance, and/or repairs to the Station, at its option, after giving thirty (30) days' written notice to the Owner of its intention to do so.

ARTICLE 7 PAYMENT OF TAXES, ASSESSMENTS

Except as set forth in the Ground Lease, Developer shall not be required to pay any Impositions with respect to the Land or any improvements located now or hereinafter thereon.

ARTICLE 8 INSURANCE AND INDEMNIFICATION; LIMITATION OF LIABILITY

Section 8.1. Insurance. The Developer shall furnish to the Department of Transportation and Public Works, Certificate(s) of Insurance evidencing insurance coverage held by the Developer or the general contractor constructing the Station Improvements that meets the requirements outlined below:

DESIGN STAGE

- 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 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this agreement in an amount not less than \$1,000,000 combined single limit per occurrence for Bodily Injury and Property Damage.
- 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 \$1,000,000 per claim.

CONSTRUCTION PHASE

- A. Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.
- B. Completed Value Builders' Risk Insurance on a "special causes of loss" form in an amount not less than one hundred (100%) percent of the insurable value of the Station Improvements. The Policy will name Miami-Dade County as a Loss Payee A.T.I.M.A.

- C. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$25,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- D. 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 combined single limit per occurrence for Bodily Injury and Property Damage.

OPERATION PHASE

- 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 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile liability Insurance covering all owned, non-owned and hired vehicles used in connection with this agreement in an amount not less than \$1,000,000 combined single limit per occurrence for Bodily Injury and Property Damage.

CONTINUITY OF COVERAGE

The Developer shall be responsible for assuring that the insurance documentation required in conjunction with this subsection remains in force for the duration of the Term. 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.

**NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Section 8.2. Indemnification.

(a) Subject to Section 8.3 and Section 8.5 the Developer shall indemnify and hold harmless the Owner and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the Owner 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 (collectively, the "Claims") arising out of, relating to or resulting from the performance of this Agreement by the Developer or its officers, employees, agents, or contractors, excluding any Claims arising out of or resulting from the willful misconduct or negligence of the Owner or any of its officers, employees, agents or contractors. The Developer 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 Owner, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon. The Developer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Developer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner or its officers, employees, agents and instrumentalities as herein provided.

(b) Except as provided in Section 768.28, Florida Statutes, the Owner shall indemnify and hold harmless the Developer and its officers, employees and agents from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the Developer or its officers, employees, or agents may incur as a result of Claims arising out of, relating to or resulting from the performance of this Agreement by the Owner or its officers, employees, agents, or contractors, excluding any Claims arising out of, relating to or resulting from the willful misconduct or negligence of the Developer or any of its officers, employees, agents or contractors. The Owner 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 reasonable attorney's fees which may issue thereon.

Section 8.3. Limitation of Liability of the Developer. The Developer shall not be liable to the Owner for any special, punitive, incidental or consequential loss or damage whatsoever arising from any acts or omissions of the Developer hereunder.

Section 8.4. Limitation of Liability of the Owner. The Owner shall not be liable to the Developer for any special, punitive, incidental or consequential loss or damage whatsoever arising from any acts or omissions of the Owner hereunder.

Section 8.5. Waiver of Subrogation. The Developer waives all rights to recover against the Owner, its employees, agents, officers, contractors or instrumentalities, for any claims, losses or damages arising from any cause covered by property insurance required to be carried by the Developer hereunder. The Developer shall cause its insurer(s) to issue appropriate waiver of subrogation rights endorsements to all such policies of insurance carried by the Developer with respect to the Project. The Owner waives all rights to recover against the Developer, its employees, agents, officers, partners, members, principals or contractors, for any claims, losses or damages arising from any cause covered by property insurance (irrespective of whether the insurance is carried by the Developer or the Owner). The Owner shall cause its insurer(s) to issue appropriate waiver of subrogation rights endorsements in favor of the Developer to all such policies of insurance carried by the Owner in connection with the Station, System and/or the Land. Any self-

insurance program of the Owner shall be deemed to include a full waiver of subrogation consistent with this Section.

ARTICLE 9 DAMAGE AND DESTRUCTION

Section 9.1. Developer's Right to Restore. If, prior to Completion of Construction of the Station Improvements, the Station Improvements or any part thereof shall be damaged or destroyed by fire or other casualty, then Developer shall repair, alter, restore, replace or rebuild the Station Improvements as nearly as reasonably possible, using any insurance proceeds to its value, condition and character which existed immediately prior to such damage or destruction, subject to such changes or alterations as the Developer may elect to make that are substantially consistent with the Final Design Plans or such other Construction Plans or other plans previously approved by the Owner. If a casualty damages the Station or other improvements on the Station Land, the restoration of which would be required for Developer to restore the damaged Station Improvements, then Developer shall have no obligation to restore such damaged Station Improvements, until Owner's restoration of the underlying improvements. In addition (and for the avoidance of doubt), Developer shall have no obligation whatsoever to repair or restore (i) any damage to the Station, Station Parking Garage or other improvements located on the Station Land except the Station Improvements, subject to Owner's restoration of the underlying improvements as hereinabove required, and (ii) following Completion of Construction, any damage to the Station Improvements (other than those located in the Tenant Maintenance Areas), which shall be the sole responsibility of Owner.

Section 9.2. Owner's Right to Repair and Rebuild Station. If, at any time during the Term, the Station Parking Garage, Station or System affecting the Property are damaged or destroyed by fire or other casualty, the Owner, at its option and its sole cost and expense shall have the right to repair, alter, restore, replace or rebuild the same as nearly as reasonably possible to its value, condition and character which existed immediately prior to such damage or destruction, subject to such changes or alterations as the Owner may elect to make that are consistent with the Plans and Specifications; provided, however, that, notwithstanding the foregoing, to the extent the Station Improvements located in the Landlord Maintenance Areas (as defined in the Ground Lease) are damaged and the restoration of such Stations Improvements would be required for Developer to restore the damaged Project and/or Station Improvements located in the Tenant Maintenance Areas and/or for Developer to use and operate the Project or any portion thereof in the same manner as prior to such damage, then Owner shall restore, replace or rebuild the same as nearly as reasonably possible to its value, condition and character which existed immediately prior to such damage or destruction, unless Owner and Developer agree otherwise in writing. If the Owner is not required and does not elect to restore or rebuild hereunder or under the Ground Lease, the Developer shall have the right to (i) terminate this Agreement upon written notice to the Owner and (ii) remove any damaged portions of the Station Improvements or, with the written consent of the Owner, restore the damaged Property to a complete and architecturally harmonious appearance.

Section 9.3. Plans for Repair. Before beginning any repairs or rebuilding, or letting any contracts in connection therewith, as necessitated by any damage to or destruction of the Property which adversely affects the entranceways to the Station or System or the Station

Improvements, the Developer or the Owner, as the case may be, shall submit for the other's approval (which approval shall not be unreasonably withheld, conditioned or delayed), Construction Plans for such repairs or rebuilding to ensure consistency with the Project.

ARTICLE 10 TRANSFERS

Section 10.1. Developer's Right to Transfer. During the Term, as it may be extended, the Developer shall have the right and privilege from time to time to sell, assign or otherwise transfer all or any portion of its rights under this Agreement, to such other persons, firms, corporations, general or limited partnerships, unincorporated associations, joint ventures, estates, trusts, any federal, state, County or municipal government bureau, department or agency thereof, or any other entities as the Developer shall select; subject, however, to the following:

(a) Developer shall be required to obtain the prior written approval of the Board for a transfer of the Agreement to any party that is on the County's Delinquent Vendor List or Disbarment List, or the equivalent thereof;

(b) Developer shall not be in default under this Agreement in any material respect at the time of such sale, assignment or transfer;

(c) Developer shall deliver written notice to Owner of such sale, assignment or transfer, together with a copy of the sale, assignment or transfer agreement (if applicable) and the address for the transferee thereunder;

(d) Any sale, assignment or transfer of all or any part of the Developer's interest in this Agreement shall be made expressly subject to the terms, covenants and conditions of this Agreement, and such assignee or transferee shall expressly assume all of the obligations of the Developer under this Agreement, and agree to be subject to all conditions and restrictions to which the Developer is subject; and

(e) Upon the sale, assignment or transfer by the Developer, the Developer shall be released and discharged from all of its duties and obligations from and after the effective date of such sale, assignment or transfer.

Developer shall be expressly authorized to assign this Agreement (but not the Project) to any master association, property owners' association and/or other entity created for the purpose of or with authority to operate and maintain the common areas and shared facilities of the Project pursuant to the Master Declaration (as defined in the Ground Lease) or otherwise in accordance with the terms of the Ground Lease. Notwithstanding anything to the contrary contained herein, Developer agrees that it shall not transfer the Project to an entity that is exempt from ad valorem real estate taxes.

Notwithstanding the foregoing, it is agreed by the Parties that, upon approval of this Agreement by the Board, FDOT and FTA, this Agreement, in its entirety, shall be assigned to EH Development LLC, a Delaware limited liability company ("EHD"), having an office and place of business at 4143 SW 74 Court, Suite B, Miami, Florida 33155. In furtherance of this initial transfer to and assumption, effective as of the Effective Date, (i) Developer hereby grants, conveys,

assigns, transfers and delivers to EHD, all of Developer's right, title and interest as "Developer" in, to and under this Agreement, and (ii) EHD hereby accepts such assignment and assumes all of the provisions, duties, liabilities and obligations of Developer under this Agreement and agrees to be bound by, observe and perform same as the Developer under this Agreement. Owner hereby approves and consents to the foregoing assignment by Developer and assumption by EHD, who shall thereafter be deemed to be the "Developer" for all purposes under this Agreement.

Section 10.2. Owner's Right to Transfer. During the Term, as it may be extended, the Owner's right to transfer the Property or any portion thereof and to assign any of its rights and obligations under this Agreement shall be subject to the following:

(a) The Owner shall not be in default under this Agreement in any material respect at the time of such sale, assignment or transfer;

(b) The Owner shall deliver written notice to the Developer of such sale, assignment or transfer, together with a copy of the sale, assignment or transfer agreement (if applicable) and the address for the transferee thereunder;

(c) Any sale, assignment or transfer of all or any part of the Owner's interest in this Agreement and/or to the Property or the Station Improvements or any portion thereof shall be made expressly subject to the terms, covenants and conditions of this Agreement, and such assignee or transferee shall expressly assume all of the obligations of the Owner under this Agreement applicable to that portion of the Property or the Station Improvements being sold, assigned or transferred, and agree to be subject to all conditions and restrictions and obligations to which the Owner is subject, but only for matters accruing while such assignee or transferee holds, and only related to, the sold, assigned, or transferred interest; and

(d) Upon the sale, assignment or transfer by the Owner pursuant to the terms of this Agreement, the Owner shall be released and discharged from all of its duties and obligations hereunder from and after the effective date of such sale, assignment or transfer.

ARTICLE 11 EMINENT DOMAIN

Section 11.1. Entire or Partial Taking; Termination of Agreement. If (a) the power of eminent domain shall be exercised by any federal or state sovereign or their proper delegates by condemnation proceeding (a "Taking") with respect to the entire Property, or (b) there is a Taking of less than the entire Property during the Term, but Developer has exercised the right to terminate the Ground Lease as a result of the Taking under Article 16 thereof, then the Developer shall have the right, to be exercised by written notice to the Owner within the time frame for terminating the Ground Lease after the date of the Taking, to terminate this Agreement on a date to be specified in said notice, in which case this Agreement shall terminate and the Term hereof shall cease and terminate. The Developer's right to recover a portion of the award for a Taking, as hereinafter provided, is limited to the fair market value of the Station Improvements which the Developer paid for, and in no event shall the Developer be entitled to compensation for any fee interest in the Land. Notwithstanding anything herein contained to the contrary, the County shall be entitled to receive from the condemning authority not less than the appraised value of the Land and Station

Improvements owned by the County. For the purpose of this Article 11, the date of Taking shall be deemed to be either the date on which actual possession of the Property or a portion thereof, as the case may be, is acquired by any lawful power or authority pursuant to the Taking or the date on which title vests therein, whichever is earlier. The Developer and the Owner shall, in all other respects, keep, observe and perform all the terms of this Agreement up to the date of such Taking.

Section 11.2. Partial Taking; Continuation of Agreement. If following a partial Taking during the Term, this Agreement is not terminated as hereinabove provided then, this Agreement shall terminate as to the portion of the Property taken in such condemnation proceedings, and, as to that portion of the Property not taken, (a) the Developer shall proceed at its own cost and expense either to make an adequate restoration, repair or reconstruction or to rebuild the Station Improvements within the Tenant Maintenance Areas, and (b) Owner shall proceed at its own cost and expense either to make an adequate restoration, repair or reconstruction or to rebuild the balance of the Station Improvements, in each case taking into consideration the effect of the Taking. In such event, the Developer's and Owner's share of the award shall be determined in accordance with Section 11.1 herein.

ARTICLE 12 DEFAULT

Section 12.1. Events of Default. It shall be an "Event of Default" if either Party fails to keep, observe, or perform any of its obligations or duties imposed upon the Party under this Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof from the other Party to the defaulting Party setting forth with reasonable specificity the nature of the alleged breach; or in the case of any such default or contingency which cannot, with due diligence and in good faith, be cured within thirty (30) days, the defaulting Party fails within said thirty (30) day period to proceed promptly and with due diligence and in good faith to pursue curing said default and thereafter continue to diligently pursue the curing of such default.

Section 12.2. Failure to Cure Default. If an Event of Default shall occur, the non-defaulting Party, at any time after the periods set forth in Section 12.1 and provided the defaulting Party has failed to cure such Event of Default within such applicable period, shall have the following rights and remedies, which are cumulative and in addition to any and all other remedies, in law or in equity that the non-defaulting Party may have against the defaulting Party:

(a) to sue the defaulting Party for all damages (except as otherwise limited in this Agreement), costs and expenses arising from the Event of Default; or

(b) to restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default and to obtain a decree specifically compelling performance of any such term or provision of this Agreement.

Section 12.3. No Waiver. No failure by either Party to insist upon the strict performance of any of the terms of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any of the terms of this Agreement. None of the terms of this Agreement to be kept, observed or performed by the Developer, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the non-

breaching Party. No waiver of any breach shall affect or alter this Agreement, but each of the terms of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver of any default of any Party hereunder shall be implied from any omission by the other Party to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by any Party shall not be construed as a waiver of a subsequent breach of the same covenant, term or conditions.

ARTICLE 13 NOTICES

Section 13.1. Addresses. All notices, demands or requests by the Owner to the Developer shall be deemed to have been properly served or given, if addressed to the Developer at 1845 NW 65th Street, Miami, FL 33133, Attention: Rev. Jimmie L. Williams III, with a copy to (i) Greenberg Traurig, P.A., 333 SE 2nd Avenue, Suite 4400, Attention: Ryan Bailine and Attention Nancy B. Lash, (ii) EH Development LLC, 4143 SW 74 Ct, Suite B, Miami, FL 33155, Attention: Mr. Alain Lantigua, and (iii) Greenspoon Marder, LLP, 600 Brickell Avenue, Suite 3600, Miami, FL 33131, Attention: Olga M. Vieira, and to such other address and to the attention of such other party as the Developer may, from time to time, designate by written notice to the Owner. If the Developer at any time during the Term changes its office address as herein stated, the Developer will promptly give notice of same in writing to the Owner. All notices, demands or requests by the Developer to the Owner shall be deemed to have been properly served or given if addressed to the Department of Transportation and Public Works, Director, or his designee, 701 NW First Court, 17th Floor, Miami, Florida, 33136, and to such other addresses and to the attention of such other parties as the Owner may, from time to time, designate by written notice to the Developer. If the Owner at any time during the Term hereof changes its office address as herein stated, the Owner will promptly give notice of same in writing to the Developer.

Section 13.2. Method of Transmitting Notice. All such notices, demands or requests (a “Notice”) shall be sent by: (a) United States registered or certified mail, postage prepaid, return receipt requested, (b) hand delivery, (c) nationally recognized overnight courier, or (d) electronic transmission, provided the transmission is electronically confirmed and the original of the Notice is sent by one of the foregoing means of transmitting Notice within 24 hours of the electronic transmission. All postage or other charges incurred for transmitting of Notices shall be paid by the party sending same. Such Notices shall be deemed served or given on (a) the date received, (b) the date delivery of such Notice was refused or unclaimed, or (c) the date noted on the return receipt or delivery receipt as the date delivery thereof was determined impossible to accomplish because of an unnoticed change of address.

ARTICLE 14 CERTIFICATES BY THE COUNTY AND DEVELOPER

Section 14.1. Developer Certificates. The Developer agrees at any time and from time to time, upon not less than twenty (20) days’ prior written notice by the Owner to execute, acknowledge and deliver to the Owner a statement in writing setting forth any monies then payable under this Agreement, if then known; certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the Agreement is in full force and effect as

modified and stating the modification), and the dates to which monies (if any) have been paid, and stating (to the best of the Developer's knowledge) whether or not the Owner is in default in keeping, observing or performing any of the terms of this Agreement; and, if in default, specifying each such default (limited to those defaults of which the Developer has knowledge). It is intended that any such statement delivered pursuant to this Section 14.1 may be relied upon by the Owner or any prospective assignee, transferee or purchaser of the fee, but reliance on such certificate shall not extend to any default of the Owner as to which the Developer shall have no actual knowledge.

Section 14.2. Owner Certificates. The Owner agrees at any time and from time to time, upon not less than twenty (20) days' prior written notice by the Developer to furnish a statement in writing, in substantially the form attached hereto as Schedule 14.2 setting forth any monies then payable under this Agreement, if then known; certifying that this Agreement is unmodified and in full force and effect (or if there shall have been modifications that the Agreement is in full force and effect as modified and stating the modifications) and the dates to which monies (if any) have been paid; stating whether or not to the best of the Owner's knowledge, the Developer is in default in keeping, observing and performing any of the terms of this Agreement, and, if the Developer shall be in default, specifying each such default of which the Owner may have knowledge. It is intended that any such statement delivered pursuant to this Section 14.2 may be relied upon by any prospective lender, assignee, transferee or purchaser of the Developer's interest in this Agreement, but reliance on such certificate may not extend to any default of the Developer as to which the Owner shall have had no actual knowledge.

ARTICLE 15 CONSTRUCTION OF TERMS AND MISCELLANEOUS

Section 15.1. Severability. If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

Section 15.2. Captions. The Article headings and captions of this Agreement and the Table of Contents preceding this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

Section 15.3. Relationship of Parties. This Agreement does not create the relationship of principal and agent or of mortgagee and mortgagor or of partnership or of joint venture or of any association between the Parties.

Section 15.4. Recording. This Agreement shall be recorded among the Public Records of Miami-Dade County, Florida, at the sole cost of the Developer.

Section 15.5. Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The Parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arms' length so that the judicial rule of

construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement which has been drafted by counsel for both the Parties.

Section 15.6. Consents. Whenever in this Agreement the consent or approval of the Owner or the Developer is required, such consent or approval, with respect to the County or DTPW as the Owner shall be made by the Owner's Representative, unless such approval requires the consent of the FTA and/or the Board, and:

(a) shall not be unreasonably or arbitrarily withheld, conditioned, or delayed unless specifically provided to the contrary, and shall not require a fee from the Party requesting same;

(b) shall not be effective unless it is in writing; and

(c) shall apply only to the specific act or transaction so approved or consented to and shall not relieve the Developer or the Owner, as applicable, of the obligation of obtaining the other's prior written consent or approval to any future similar act or transaction.

Material amendments to this Agreement shall require approval by the Board and shall not be effective until the consent of the Board (and, if applicable, FTA) is obtained.

Section 15.7. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto and shall not be modified or amended in any manner except by an instrument in writing executed by the Parties hereto and such amendment has been approved by the required Parties.

Section 15.8. Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the Owner, its successors and assigns, and the Developer, its successors and assigns, except as may be otherwise provided herein.

Section 15.9. Holidays. It is hereby agreed and declared that whenever the day on which a payment due under the terms of this Agreement, or the last day on which a response is due to a notice, or the last day of a cure period, falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, such due date or cure period expiration date shall be postponed to the next following business day. Any mention in this Agreement of a period of days for performance shall mean calendar days, except as otherwise set forth herein.

Section 15.10. Schedules/Exhibits. Each Schedule and Exhibit referred to in this Agreement has been initialed by the Parties and forms an essential part of this Agreement. The Schedules and Exhibits, even if not physically attached, shall be treated as if they were part of this Agreement.

Section 15.11. Brokers. The Parties hereby represent and agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Agreement.

Section 15.12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 15.13. Cooperation. The Parties agree to reasonably cooperate with each other to the full extent practicable pursuant to the terms and conditions of this Agreement.

Section 15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

Section 15.15. No Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

Section 15.16. Attorneys' Fees. In the event of any litigation or other legal proceeding between the Parties arising under this Agreement, the non-prevailing party shall be responsible for all costs and expenses of the prevailing party, including attorneys' fees and court costs, at both trial and appellate levels.

Section 15.17. Exculpation. It is the intent and agreement of the Parties hereto that only the Parties as entities shall be responsible in any way for their respective obligations hereunder, except as otherwise expressly provided herein. In that regard, no officer, director, partner, trustee, representative, investor, official, representative, employee, agent, or attorney of any of the Parties to this Agreement shall be personally liable for the performance of any obligation hereunder or for any other claim made hereunder or in any way in connection with this Agreement, or any other matters contemplated herein, and any and all such personal liability, either at common law or in equity or by constitution or statute or other Laws and Ordinances are expressly waived and released as a condition of, and as a consideration for, the execution of this Agreement.

Section 15.18. Time is of the Essence. Time shall be deemed of the essence on the part of the Parties in performing all of the terms and conditions of this Agreement.

ARTICLE 16 REPRESENTATIONS AND WARRANTIES

Section 16.1. Owner's Representations and Warranties. The Owner hereby represents and warrants to the Developer that:

(a) It has full power and authority to enter into this Agreement and perform in accordance with its terms and provisions and that the persons signing this Agreement on behalf of the County have the authority to bind the Owner and to enter into this transaction and the Owner has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Agreement.

(b) The Owner will make available the Property to the Developer as contemplated in this Agreement.

(c) In accordance with Section 125.411(3) of the Florida Statutes, the Owner does not warrant the title or represent any state of facts concerning the title to the Property, except as specifically stated in this Agreement.

Section 16.2. Developer's Representations and Warranties. The Developer hereby represents and warrants to the Owner that it has full power and authority to enter into this Agreement and perform in accordance with its terms and provisions and that the parties signing this Agreement on behalf of the Developer have the authority to bind the Developer and to enter into this transaction and the Developer has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Agreement.

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, the Owner has caused this Development Agreement to be executed in its name by the County Mayor; as authorized by the Board of County Commissioners, and the Developer has caused this Development Agreement to be executed by its duly authorized representative all on the day and year first hereinabove written.

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Name: _____
Title: _____

Signed in the presence of:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

OWNER:

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

By: _____
Name: _____
Title: _____

Approved as to form and legal sufficiency

Print Name: _____

DEVELOPER:

ST. JAMES COMMUNITY DEVELOPMENT
CORPORATION, a Florida non-profit
corporation

By: _____
Name: _____
Title: _____

**EHD joins in this Agreement as the
Developer hereunder from and after
the Effective Date as provided in
Section 10.1:**

EH DEVELOPMENT LLC, a Delaware
limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Owner has caused this Agreement to be executed in its name by the County Mayor; as authorized by the Board of County Commissioners, and the Developer has caused this Agreement to be executed by its duly authorized representative all on the day and year first hereinabove written.

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Name: _____
Title: _____

OWNER:

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

By: _____
Name: _____
Title: _____

Approved as to form and legal sufficiency

Print Name: _____

Signed in the presence of:


Print Name: Alain Cantigua


Print Name: Lourdes Salas

DEVELOPER:

ST. JAMES COMMUNITY
DEVELOPMENT CORPORATION, a Florida
non-profit corporation

By: 
Name: Jimmie L. Williams III
Title: President

EHD joins in this Agreement as the
Developer hereunder from and after the
Effective Date as provided in Section 10.1:


Print Name: Liset Cantigua


Print Name: Lourdes Salas

EH DEVELOPMENT LLC, a Delaware
limited liability company

By: 
Name: Alain Cantigua
Title: Mgr

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization this 5th day of June, 2020, by Simmie L. Williams, III as President of St. James Community Development Corporation, a Florida non-profit corporation.

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

Carol E. Brown

Print or Stamp Name:
Notary Public, State of Florida at Large
Commission No.:
My Commission Expires:



CAROLE BROWN
MY COMMISSION # GG 049478
EXPIRES: March 21, 2021
Bonded Thru Budget Notary Services

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization this 5th day of June, 2020 by Alain Lantigua, as _____ of EH DEVELOPMENT LLC, a Delaware limited liability company.

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

[Signature]

Print or Stamp Name:
Notary Public, State of Florida at Large
Commission No.:
My Commission Expires:



LOURDES SALAS
Commission # GG 200251
Expires March 26, 2022
Bonded Thru Budget Notary Services

EXHIBIT A

Land Legal Description

A PORTION OF LAND LYING WITHIN ROCKAWAY ADDITION NO 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 26, PAGE 35, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; LYING WITHIN BLOCK 2, BLOCK 3, THE RIGHT-OF-WAY OF NW 19TH AVENUE, AND THE RIGHT-OF-WAY OF NW 20TH AVENUE, OF PLAIN VIEW, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 80, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND LYING WITHIN BLOCK 1, BLOCK 2, THE RIGHT OF WAY OF MINNESOTA AVENUE, THE RIGHT OF WAY OF MICHIGAN AVENUE, ALLEY WAY WITHIN BLOCK 1 AND ALLEY WAY WITHIN BLOCK 2 OF GARDEN CITY ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 73, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCE AT THE POINT OF INTERSECTION OF THE CENTERLINE OF NW 41ST STREET AND THE CENTERLINE OF NW 19TH AVENUE, BEING THE NE CORNER OF THE SW 1/4 OF THE SE 1/4 OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 41 EAST, AS SHOWN ON SAID PLAT OF PLAIN VIEW; THENCE S87°48'07"W ON AN ASSUMED BEARING ALONG THE CENTERLINE OF NW 41ST STREET AS SHOWN ON SAID PLAT OF PLAIN VIEW FOR A DISTANCE OF 62.56 FEET; THENCE S02°11'53"E PERPENDICULAR TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID NW 41ST STREET AS SHOWN ON SAID PLAT OF PLAIN VIEW AND THE POINT OF BEGINNING OF SAID MAINTENANCE AREA EASEMENT; THENCE S48°23'41"E FOR 302.88' FEET TO A POINT ON THE EXISTING NORTH FACE OF THE MIAMI-DADE METRO RAIL TRAIN TRACT OVERHANG; (THE NEXT FOUR COURSES ARE ALONG SAID NORTH FACE OF MIAMI-DADE METRO RAIL TRAIN TRACT OVERHANG) THENCE S89°09'05"W. FOR A DISTANCE OF 43.27 FEET; THENCE S89°45'58"W FOR A DISTANCE OF 172.90 FEET; THENCE S88°23'36"W FOR A DISTANCE OF 162.98 FEET; THENCE S88°17'23"W FOR 1065.53 FEET TO A POINT ON A LINE 50 FEET EAST AND PARALLEL TO THE CENTER LINE OF NW 22ND AVENUE (PENNSYLVANIA AVENUE AS SHOWN ON SAID PLAT OF GARDEN CITY); THENCE N02°36'17"W ALONG SAID LINE PARALLEL TO AND 50 FEET EAST OF THE CENTER LINE OF SAID NW 22ND AVENUE FOR 191.95 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID NW 41ST STREET (ORANGE RIDGE DRIVE AS SHOWN ON SAID PLAT OF GARDEN CITY); THENCE N87°48'07"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF NW 41ST STREET FOR 1227.30 TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 264,053 SQUARE FEET MORE OR LESS AND 6.06 ACRES MORE OR LESS.

LYING AND BEING WITHIN THE SE 1/4 OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 41 EAST, IN MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT B

Land Location Depiction

(see attached)

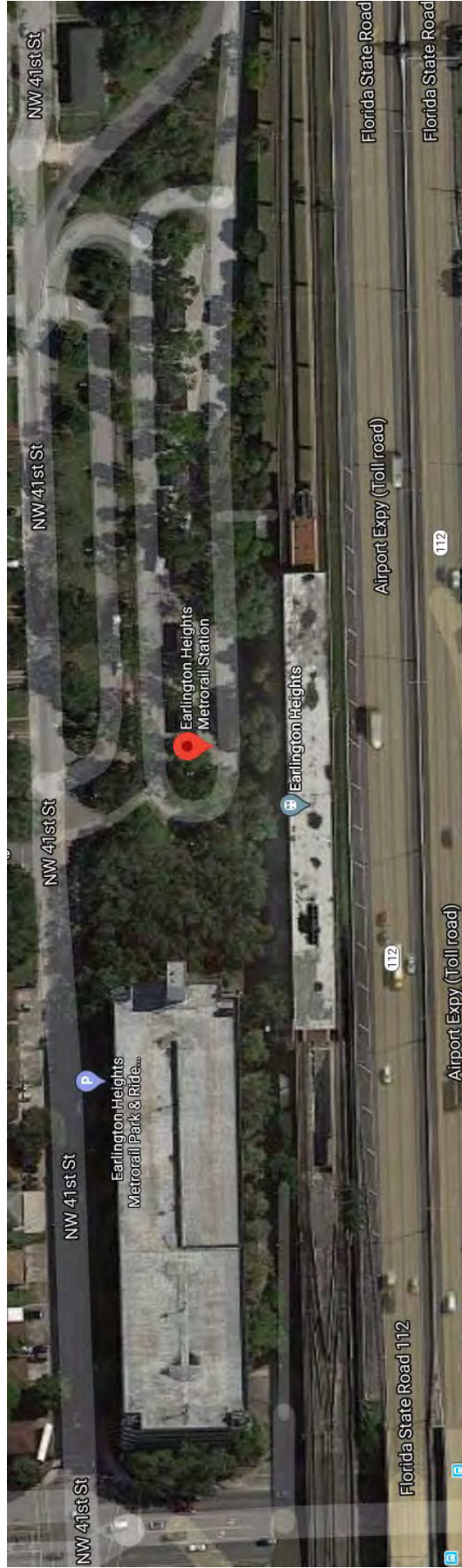


EXHIBIT C

Station Improvements Depiction/Rendering

See attached.

Bus Terminal 1



COVERED BUS CANOPY

 HamedRodriguez
architects

Bus Terminal 2



Covered Walkway/Pedestrian Bridge



Canopy Sitting Area



Garage Skin 1



Garage Skin 2



Common Area Park 1



Common Area Park 2



SCHEDULE 2.1

Scope of Work

Developer shall perform the following Station Improvements, all in the locations and in the manner shown on Exhibit C:

Phase 1 Improvements:

- Enhanced landscaping in the Passive Green Space areas depicted on Exhibit C.
- Refurbishments and aesthetic improvements to exterior of the Station Parking Garage as depicted on Exhibit C.
- Pedestrian Bridge from Station Parking Garage to the proposed residential building in the Project adjacent to the Station Parking Garage.

Remaining Station Improvements:

- New Active Playground with swings, slides, etc for kids play area as depicted on Exhibit C.
- New kiss and ride, bus depo, bus canopies / sitting areas on the ground floor of each proposed residential building of the Project (on a per Phase basis) as depicted on Exhibit C.
- Community / Ridership oriented retail including daycare facility and neighborhood market integrated as part of one or more residential buildings in the Project.

All Station Improvement to be in coordination with Miami Dade County Department of Transit and Public Works.

SCHEDULE 14.2

Owner's Estoppel Certificate

(Form subject to amendments based on the Developer or any requirements of the Developer's lenders or successors and/or assigns)

Re:

Ladies and Gentlemen:

Owner has been advised that [] (the "Relying Party") intends to [] [make a loan] [acquire] [sublease] [lease] [take an assignment of] (the "Transaction") in connection with the Project and/or Station Improvements described in the Agreement, and that, in connection with the Transaction, the Relying Party will act in material reliance upon this Estoppel Certificate from the Owner.

The Owner hereby certifies, represents, warrants, acknowledges and agrees as follows:

1. A true, complete and correct copy of the Agreement is attached to this Estoppel Certificate as Exhibit A. There have been no amendments, modifications, extensions, renewals or replacements of the Agreement (other than as attached hereto).
2. Other than those contained in writing in the Agreement, the Developer has made no representations, warranties or covenants to or in favor of the Owner with respect to the Project.
3. The Agreement is in full force and effect. The Developer has constructed the Station Improvements and is maintaining the Station Improvements in accordance with the terms of the Agreement. The Owner has no knowledge of any set offs, claims or defenses to the enforcement of the Agreement or the Developer's rights thereunder (except as expressed hereunder or attached hereto).
4. To the Owner's knowledge, (i) there is no Event of Default by the Developer or the Owner; (ii) neither the Developer nor the Owner is in breach under the Agreement, and (iii) no event has occurred or condition exists which, with the giving of notice or passage of time, or both, could result in an Event of Default or breach under the Agreement by either party (except as expressed hereunder or attached hereto).
5. As of [date], no amounts or sums are due from the Developer to the Owner.
6. The Owner has no knowledge of any present condition or event that may give rise to a violation of any federal, state, County or municipal law, regulation, ordinance, statute, rule, order or directive applicable to the Agreement, the Property, the Station Improvements or the Project (except as expressed hereunder or attached hereto).

7. The undersigned is properly authorized to execute this Estoppel Certificate and the Relying Parties have the right to rely on this Estoppel Certificate.

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

Dated this ____ day of _____, 20 ____.

Very truly yours,

[_____]

By: _____

Name:

Title: