MEMORANDUM

Agenda Item No. 14(A)(1)

TO:	Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners	**DATE:**	April 16, 2024
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution related to the Ground Lease between Miami-Dade County and AM Affordable Housing, Inc. providing for the development of affordable rental housing for families on County-owned land at the southwest corner of Northwest 3rd Avenue and Northwest 17th Street in County Commission District 3; consenting to the amended and restated Sublease Agreement between AM Affordable Housing, Inc. and its Sublessee AMC HTG 2; approving of and authorizing the execution of certain documents related to the financing and construction of the development; extending certain deadlines, including the deadline for completion of construction; authorizing the County Mayor to execute same and exercise provisions contained therein

Resolution No. R-335-24

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Keon Hardemon.

Geri Bonzon-Keenan
County Attorney

GBK/uw

MEMORANDUM
(Revised)

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

DATE: April 16, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(1)

Please note any items checked.

_______ **"3-Day Rule" for committees applicable if raised**

_______ **6 weeks required between first reading and public hearing**

_______ **4 weeks notification to municipal officials required prior to public hearing**

_______ **Decreases revenues or increases expenditures without balancing budget**

_______ **Budget required**

_______ **Statement of fiscal impact required**

_______ **Statement of social equity required**

_______ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_______ **No committee review**

_______ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**

_______ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved ______________________ Mayor

Veto __________

Override __________

Agenda Item No. 14(A)(1)
4-16-24

RESOLUTION NO. R-335-24

RESOLUTION RELATED TO THE GROUND LEASE BETWEEN MIAMI-DADE COUNTY AND AM AFFORDABLE HOUSING, INC. PROVIDING FOR THE DEVELOPMENT OF AFFORDABLE RENTAL HOUSING FOR FAMILIES ON COUNTY-OWNED LAND AT THE SOUTHWEST CORNER OF NORTHWEST 3RD AVENUE AND NORTHWEST 17TH STREET IN COUNTY COMMISSION DISTRICT 3; CONSENTING TO THE AMENDED AND RESTATED SUBLEASE AGREEMENT BETWEEN AM AFFORDABLE HOUSING, INC. AND ITS SUBLESSEE AMC HTG 2; APPROVING OF AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS RELATED TO THE FINANCING AND CONSTRUCTION OF THE DEVELOPMENT; EXTENDING CERTAIN DEADLINES, INCLUDING THE DEADLINE FOR COMPLETION OF CONSTRUCTION; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE PROVISIONS CONTAINED THEREIN

WHEREAS, Miami-Dade County (County) and Alonzo Mourning Charities, Inc. (Lessee) entered into a Ground Lease for development of affordable rental housing for families and the elderly on County-owned land located at the southwest corner of Northwest 3rd Avenue and Northwest 17th Street in County Commission District 3 on December 2, 2008, pursuant to County Resolution No. R-1369-08 (Project); and

WHEREAS, subsequently, the Board of County Commissioners (Board) authorized an amendment of this Ground Lease to provide for extension of certain deadlines, pursuant to County Resolution No. R-522-12; an amendment to provide for the increase in revenue to the County of $211,000.00, consent to amendments to subleases, and acknowledge the change of name of the Lessee to Mourning Family Foundation, pursuant to County Resolution No. R-750-12; an amendment to extend the commencement and completion date requirements and certain other terms under the lease agreement and authorize the execution of a joinder to restrictive covenant agreement, pursuant to County Resolution No. R-481-13; and an amendment to allow the Lessee to have the right to add a third phase with up to 80 residential units on a portion of the site of the Phase II land, pursuant to County Resolution No. R-773-13 (collectively, Ground Lease); and

WHEREAS, in September 2016, a successful grand opening for the first phase of this development was held and the County has been informed that all 84 units of the Phase I of the Project are leased to residents who make less than 60 percent of the neighborhood's median income with rents ranging from $760.00 to $990.00 per month; and

WHEREAS, on November 15, 2016 this Board adopted Resolution No. R-1112-16 which (1) approved additional amendments to the Ground Lease to extend the time to obtain a commitment for financing for Phase II (elderly housing) of the Project, (2) approved the assignment of the Ground Lease to AM Affordable Housing, Inc., a 501(c)(3) not-for-profit entity that has the same or similar board of directors as the Mourning Family Foundation, Inc., which has as its sole mission the provision of affordable housing, and (3) consented to a Fourth Amendment to Sublease Agreement between AM Affordable Housing, Inc. and its Sublessee AMC HTG 2, Ltd., a Florida limited partnership, in which the Sublessee agreed to abide by and be bound by all of the obligations of the Lessee under the Ground Lease, as amended by the Fourth Amendment; and

WHEREAS, on September 5, 2018 this Board adopted Resolution No. R-932-18 which (1) approved the fifth amendment to the Ground Lease which extended the time to obtain a commitment for financing for Phase II (elderly housing) of the Project from December 13, 2018 to December 13, 2020 and extended the time to complete construction from June 30, 2020 to June 30, 2022, unless a later date was approved in writing by the County Mayor or County Mayor's designee, and (2) consented to a Fifth Amendment to Sublease Agreement between AM Affordable Housing, Inc. and its Sublessee AMC HTG 2, Ltd., a Florida limited partnership, in which the Sublessee agreed to abide by and be bound by all of the obligations of the Lessee under the Ground Lease, as amended by the Fifth Amendment; and

WHEREAS, on October 6, 2020 this Board adopted Resolution No. R-1034-20 which approved a sixth amendment to the Ground Lease to: (1) extend the time to obtain a commitment for financing for Phase II (elderly housing) of the Project from December 13, 2020 to December 13, 2023 and to complete construction from June 30, 2022 to June 30, 2025, unless a later date is approved in writing by the County Mayor or County Mayor's designee, (2) extend the term of the lease from 65 years to 75 years, (3) revise eligible tenants from solely elderly to families or elderly, (4) revise eligible income requirements, and (5) adjust the total number of units required to be constructed; and

WHEREAS, the Sublessee AMC HTG 2, Ltd., obtained its commitment for financing of Phase II (elderly housing) of the Project prior to December 13, 2023; and

WHEREAS, Lessee has advised that due to the fact that the Ground Lease and Sublease date back to 2008, they do not include provisions recognizing and acknowledging current concerns of lenders and tax credit investors relating to notice and cure rights with respect to defaults, notice and consent rights with respect to modification or termination of the Ground Lease or Sublease, assurance of lenders' rights in the event of a foreclosure of a leasehold mortgage and confirmation of typical estoppel information, all of which are required by lenders' underwriting standards for similar leasehold mortgage financing and to make the loans viable in the secondary mortgage market, including Freddie Mac; and

WHEREAS, the Lessee and the leasehold mortgage lenders have requested that the County as Landlord (1) consent to the Amended and Restated Sublease Agreement between AM Affordable Housing, Inc. and its Sublessee AMC HTG 2, Ltd., in substantially the form attached hereto as Exhibit "A", (2) approve and authorize execution of a Recognition, Attornment and Assent to Leasehold Security Instrument in favor of leasehold mortgage lenders with respect to construction and permanent financing, and which, among other things, extends the deadline for completion of construction from June 30, 2025 to April 15, 2027 and the deadline to obtain the final certificates of occupancy until April 15, 2028, in substantially the form attached hereto as Exhibit "B", (3) approve and authorize execution of a Declaration of Restrictive Covenant in Lieu of Unity of Title by and between the County and Southeast Overtown/Park West Community Redevelopment Agency (CRA), in substantially the form attached hereto as Exhibit "C", (4) approve and authorize execution of an Easement and Operating Agreement between the County and the CRA, in substantially the form attached hereto as Exhibit "D"; and

WHEREAS, in light of the County's ongoing commitment to the Project and to the provision of affordable housing for eligible persons and for other good and valuable consideration, the County has determined that it is in the best interest of the County to honor the request of Lessee as set forth above,

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

Section 1. Incorporates and approves the foregoing recitals as if fully set forth herein.

Section 2. Consents to the Amended and Restated Sublease Agreement between AM Affordable Housing, Inc. and its Sublessee AMC HTG 2, Ltd., in substantially the form attached hereto as Exhibit "A."

Section 3. Approves of and authorizes the County Mayor or County Mayor's designee to execute a Recognition, Attornment and Assent to Leasehold Security Instrument in favor of leasehold mortgage lenders with respect to construction and permanent financing, and which, among other things, extends the deadline for completion of construction from June 30, 2025 to April 15, 2027 and the deadline to obtain the final certificates of occupancy until April 15, 2028, in substantially the form attached hereto as Exhibit "B."

Section 4. Approves of and authorizes the County Mayor or County Mayor's designee to execute a Declaration of Restrictive Covenant in Lieu of Unity of Title by and between the County and Southeast Overtown/Park West Community Redevelopment Agency (CRA), in substantially the form attached hereto as Exhibit "C."

Section 5. Approves of and authorizes the County Mayor or County Mayor's designee to execute an Easement and Operating Agreement between the County and the CRA, in substantially the form attached hereto as Exhibit "D."

Section 6. Authorizes the County Mayor or County Mayor's designee to exercise provisions contained in Exhibits "A", "B", "C", and "D" on behalf of the County.

The Prime Sponsor of the foregoing resolution is Commissioner Keon Hardemon. It was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman **absent**
Anthony Rodríguez, Vice Chairman **aye**

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

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of April, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

Approved by County Attorney as
to form and legal sufficiency.

Shannon D. Summerset-Williams

AMENDED AND RESTATED SUBLEASE AGREEMENT

This Agreement (the "Sublease") is made as of this _________ day of _____________, 2024, by and between **AM AFFORDABLE HOUSING, INC**, a Florida not-for-profit corporation, ("Sublessor") and **AMC HTG 2, LTD.**, a Florida limited partnership ("Sublessee").

RECITALS:

A. By Ground Lease dated December 19, 2008 ("Original Lease"), Sublessor's assignor, Alonzo Mourning Charities, Inc., a Florida not-for profit corporation n/k/a Mourning Family Foundation, Inc. ("AMC"), as tenant, leased from Miami-Dade County, Florida, as landlord ("Landlord" or "County"), certain lands ("Demised Premises"), subject to the covenants, conditions, and agreements contained in the Original Lease. The lessee's interest under the Original Lease was previously assigned by AMC to Sublessor and the Original Lease was amended pursuant to: a) Amendment to Ground Lease dated as of December 13, 2012 (the "First GL Amendment"), b) Second Amendment to Ground Lease dated as of August 26, 2013 (the "Second GL Amendment") c) Third Amendment to Ground Lease dated as of October 23, 2013 (the "Third GL Amendment"), d) Fourth Amendment to Ground Lease dated as of November 28, 2016 (the "Fourth GL Amendment"), e) Fifth Amendment to Ground Lease dated as of September 17, 2018 (the "Fifth GL Amendment"), and (f) Sixth Amendment to Ground Lease dated as of November 2, 2020 (the "Sixth GL Amendment", and together with the First-Fifth GL Amendments, collectively, the "GL Amendments"). (The Original Lease, as amended by the GL Amendments, collectively, the "Ground Lease"). A true and complete copy of the Ground Lease is attached hereto as Exhibit "A" and made a part hereof.

B. AMC sublet and Sublessee accepted a sublease for the Demised Premises under the Original Lease pursuant to that certain Sublease Agreement (the "Original Sublease") dated as of April 22, 2009, as permitted by Article XXII of the Original Lease.

C. Sublessor succeeded to the interest of AMC as Sublessor under the Original Sublease upon the assignment by AMC to Sublessor of tenant's interest in the Original Lease pursuant to Assignment of Ground Lease and Consent of County dated November 28, 2016

D. The Original Sublease was amended pursuant to: a) Amendment to Sublease Agreement dated as of December 13, 2012 (the "First Amendment"), b) Second Amendment to Sublease Agreement dated as of September 11, 2013 (the "Second Amendment") c) Third Amendment to Sublease Agreement dated as of October 24, 2013 (the "Third Amendment"), d) Fourth Amendment to Sublease Agreement dated as of November 28, 2016 (the "Fourth Amendment"), e) Fifth Amendment to Sublease Agreement dated as of September 17, 2018 (the "Fifth Amendment"), and (f) Sixth Amendment to Sublease Agreement dated as of November 6, 2020 (the "Sixth Amendment", and together with the First-Fifth Amendments, collectively, the "Sublease Amendments"); and

E. Sublessor and Sublessee acknowledge and agree that the Original Sublease, as amended through the date of this Sublease by the Sublease Amendments, remains in full force and effect; and

F. Sublessor and Sublessee have agreed to consolidate the Original Sublease and the Sublease Amendments into a single document and to add additional provisions desirable to them or required by mortgage lenders or investors involved in the development and construction of the Demised Premises;

G. The above recitals are true and do hereby constitute a part of this Sublease.

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

1. All capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Ground Lease.

2. Sublessor hereby subleases to Sublessee, and Sublessee hereby accepts, the Demised Premises legally described on Exhibit "B" attached hereto and made a part hereof. The term of this Sublease shall become effective upon the date the last of the Sublessor and Sublessee executes this Sublease (the "Effective Date"). The term of this Sublease shall expire seventy-five (75) years and one (1) day after the Commencement Date (the "Term of the Sublease"), unless this Sublease is terminated earlier pursuant to the provisions contained herein. The "Commencement Date" shall be the date that the Sublessee closes on its construction financing and the syndication of federal low income housing tax credits for purposes of constructing affordable housing for rental to qualified persons under Section 42 of the Internal Revenue Code of 1986 and the regulations promulgated thereunder, as amended (the "Code") awarded to Sublessee by the Florida Housing Finance Corporation ("FHFC") (the "Housing Credits"). Sublessor acknowledges that, notwithstanding any other provision of this Sublease to the contrary, it shall have no right to terminate this Sublease any time prior to the end of the tax credit Compliance Period under Section 42 of the Code without the consent of the Investor Limited Partner.

3. Sublessee hereby accepts and assumes said Sublease and agrees to perform and be bound by all of the obligations of the lessee under the Ground Lease and to fully and faithfully observe and perform each and every term, covenant, and condition of the Ground Lease which the lessee thereunder is obligated to observe and perform, as may be further amended hereby.

4. Sublessor's grant to Sublessee, and Sublessee's acceptance of and assumption of such grant, includes all rights and obligations Sublessor holds in relation to the Demised Premises, including the realty described in Exhibit "B", any development rights and all other air rights, easements, rights-of-way and all appurtenances thereto, subject to the provisions of the Ground Lease.

5. Sublessee agrees to be responsible to pay the Base Rent, Additional Rent and other payments due to Landlord under the Ground Lease as set forth therein by making any and all such

payments due thereunder directly to Sublessor, who shall in turn, make such payments directly to Landlord.

6. Sublessee understands and acknowledges that Sublessee is leasing the Demised Premises pursuant to the Ground Lease. Sublessee further acknowledges that it has read and is familiar with the terms and provisions of the Ground Lease, and Sublessee agrees that the terms and provisions of this Sublease are subject and subordinate to the terms and provisions of the Ground Lease. Notwithstanding anything to the contrary contained in this Sublease, Sublessor and Sublessee agree and acknowledge that (i) in no event shall Sublessor subordinate its leasehold interest to any mortgage on Landlord's fee estate in the Demised Premises; and (ii) in no event shall Sublessee subordinate its subleasehold interest to any mortgage on Landlord's fee estate or to any other leasehold estate in the Demised Premises, other than a Subleasehold Mortgage. Sublessor and Sublessee acknowledge and agree that both Sublessor and Sublessee are the mortgagor under (i) that certain Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of _______ 1, 2024 in favor of Housing Finance Authority of Miami-Dade County, Florida, as assigned to The Bank of New York Mellon Trust Company, N.A. by an Assignment of Mortgage and Security Documents; (ii) that certain Construction Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of _______ 1, 2024 in favor of JPMorgan Chase Bank, N.A.; (iii) that certain Leasehold Mortgage and Security Agreement (Viability) dated as of _______ 1, 2024 in favor of FHFC; and (iv) that certain Leasehold Mortgage and Security Agreement (SAIL) dated as of _______ 1, 2024 in favor of FHFC, all of said mortgages granting a lien on Sublessor's leasehold estate under the Ground Lease and Sublessee's subleasehold estate under this Sublease. Without the consent of the all Subleasehold Mortgagees, Sublessor shall not mortgage its leasehold estate under the Ground Lease unless there is an express subordination of such mortgage to this Sublease.

7. This Sublease may not be changed, modified, discharged, or terminated orally or in any other manner than by an agreement in writing executed by the parties hereto or their respective successors and assigns. No such amendment, modification, discharge or termination of this Sublease shall be effective without the prior written consent of each Subleasehold Mortgagee and of the Investor Limited Partner.

8. Recognizing that both parties may find it necessary to establish to third parties, such as accountants, mortgagees or the like, the then current status of performance hereunder, either party, on the written request of the other made from time to time, shall promptly furnish a written statement on the status of any matter pertaining to this Sublease, including, without limitation, a Ground Sublessor Estoppel Certificate, stating that (i) this Sublease is in full force and effect, (ii) Sublessee is not in default under this Sublease, and (iii) this Sublease has not been modified or supplemented in any way, which Ground Sublessor Estoppel Certificate will contain such other certifications and agreements as such third parties may reasonably request.

9. Sublessee shall not have the right to assign or sublet its rights or estate under this Sublease, in whole or in part, without Sublessor's prior written consent, and any attempted violation of this restriction shall be void, except as provided for elsewhere in this Sublease.

10. If any term or provision of this Sublease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

11. Each item and each provision of this Sublease to be performed by Sublessee shall be construed and be considered as both a covenant and a condition.

12. This Sublease shall be governed exclusively by the provisions hereof and by the laws of the State of Florida as the same may from time to time exist.

13. Whenever by the terms of this Sublease notice is required to be given or may be given to either party, such notice shall be in writing and shall be sent by registered mail or certified mail, postage prepaid.

SUBLESSOR: c/o Alan Furst
3109 Grand Avenue
PMB 447
Coconut Grove, Florida 33133

With copy to: ______________________
____
____
____

SUBLESSEE: Randy Rieger, Principal
Housing Trust Group, LLC
3250 Mary Street, Suite 500
Miami FL 33133

With copy to: Richard E. Deutch, Jr., Esq.
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler St., Suite 2200
Miami, Florida 33130

SUBLEASEHOLD MORTGAGEE:
Housing Finance Authority of Miami-Dade County, Florida
7855 NW 12th Street, Suite 202
Doral, Florida 33126
Attention: Executive Director

with copies to:

____
____
____
Attention: __________
Email Address: __________

JPMorgan Chase Bank, N.A.
Community Development Banking
100 North Tampa Street, Suite 3300
Mail Code: FL2-6001
Tampa, Florida 33602
Attention: Tammy Haylock-Moore, Executive Director

and

Grandbridge Real Estate Capital LLC
214 North Tryon Street, Suite 2000
Charlotte, North Carolina 28202
Attention: Loan Servicing
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Attention: Executive Director

and

Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Attention: Executive Director

with copies to:

Seltzer Management Group, Inc.
17633 Ashley Drive, Building A
Panama City Beach, Florida 32413
Attention: Ben Johnson

INVESTOR LIMITED
PARTNER: TCC Courtside II LLC
CDC Special Limited Partner, L.L.C.
c/o Truist Community Capital, LLC
303 Peachtree Street, N.E., Suite 2200
Mail Code GA-ATL-0243
Atlanta, GA 30308

With copy to:

Nixon Peabody LLP
Exchange Place
53 State Street
Boston, Massachusetts 02109
Attention: Nathan A. Bernard, Esq.

14. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Sublessor and Sublessee and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

15. Notwithstanding anything in the Ground Lease to the contrary, the parties further covenant and agree to the following modifications and additions to this Sublease:

ARTICLE XV
Development of Land and Construction of Improvements

Section 15.1 Land Uses.

(a) Sublessee and Sublessor agree, for themselves and their successors and assigns, to devote the Demised Premises to the uses specified in the Ground Lease (or for other or additional uses to which the parties in good faith have agreed or shall in the future agree), and to be bound by and comply with all of the provisions and conditions of this Sublease.

(b) Sublessee shall establish such reasonable rules and regulations governing the use and operation of the Demised Premises as Sublessee shall deem necessary or desirable in order to assure the level or quality and character of operation of the Demised Premises required herein; and Sublessee will use reasonable efforts to enforce such rules and regulations.

Section 15.2 Development Rights and Construction Phases.

Sublessee shall have the right to develop the Demised Premises and to construct the Residential Units and Parking Structure described in the Ground Lease, together with all driveways, sidewalks, landscaping, recreational facilities, utilities, signage and other improvements to the Demised Premises, as the plans and permits for the Development shall provide for (the "Improvements"), subject to the terms and conditions of this Sublease:

(a) Development of Land.

It is intended that the Demised Premises will be developed as a residential rental development (the "Development"). In connection with the contemplated Development, the parties agree:

(i) Sublessor will join in such easements, restrictive covenants, easement vacations or modifications and such other documents as may be necessary for Sublessee to develop and use the Demised Premises as an affordable facility for low income residence and in a manner otherwise permitted hereunder, provided that such joinder by Sublessor shall be at no cost to Sublessor other than its costs of review, and also provided that the location, terms, and form of any such easements or other documents shall be reasonably acceptable to Sublessor.

(ii) In connection with the Development, Sublessee anticipates that financing of the construction and development will be, in part, provided by an equity investment from a tax credit syndication entity (the "Investor Limited Partner") ("Tax Credit Financing"). The parties acknowledge that for the Development to be eligible for Tax Credit Financing, it must continuously meet certain criteria established by federal law during a minimum of a 15-year compliance period (subject to longer periods as may be required by the governmental entity allocating tax credits, in order to successfully compete for Tax Credit Financing), including maintaining a prescribed level of apartment units for use by qualified low-income tenants. The parties therefore acknowledge and agree to reasonably cooperate with each other in order to effectuate Tax Credit Financing.

(iii) Sublessor acknowledges and agrees that Sublessee shall be the owner of the Demised Premises, any Improvements thereon and any appurtenant rights for tax purposes during the term of this Sublease and shall be entitled to claim all federal and state tax benefits, including, without limitation, any depreciation deductions or tax credits.

Section 15.3 Conformity of Plans.

Preliminary Plans and Construction Plans and all work by Sublessee with respect to the Demised Premises and to Sublessee's construction of the Development thereon shall be in conformity with applicable building codes, and all other applicable federal, state, county and local laws and regulations.

Section 15.4 Construction Plans.

Sublessee shall give Sublessor final site and elevation plans for the Development prior to submittal for the building permits for the Development. All Construction Plans for the Development must be in conformity with such final site and elevation plans, as any of the same may be amended and modified with all appropriate governmental approvals.

Section 15.5 Sublessee Obligations.

Sublessor's review of any concept plans shall not relieve Sublessee of its obligations under law to file such 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. Sublessor agrees to cooperate with Sublessee in connection with the obtaining of such approvals and Permits. Sublessee acknowledges that any approval given by Sublessor pursuant to this Article 15, shall not constitute an opinion or agreement by Sublessor that the plans are structurally sufficient or in compliance with any Laws or Ordinances, codes or other applicable regulations, and no such approval shall impose any liability upon Sublessor.

Section 15.6 Facilities to be Constructed.

Sublessor shall not be responsible for any costs or expenses of construction of the Improvements, except as otherwise provided herein or agreed to by the parties.

Section 15.7 Ownership of Improvements.

All Improvements and all material and equipment provided by Sublessee or on its behalf which are incorporated into or become a part of the Development shall, upon being added thereto or incorporated therein, and the Development itself, be and remain the property of Sublessee, but subject to the same (not including personal property of Sublessee, Sublessees or Tenants) becoming the property of Sublessor at the expiration or termination of this Sublease.

ARTICLE XVI
Surrender

Section 16.1 Surrender of Demised Premises.

Sublessee, on the last day of the Term, or upon any earlier termination of this Sublease, shall surrender and deliver up the Demised Premises to the possession and use of Sublessor without delay and, subject to the provisions of this Article, in good condition and repair, reasonable wear and tear, acts of God, and casualties excepted.

Section 16.2 Removal of Personal Property or Fixtures.

Where furnished by or at the expense of Sublessee or secured by a lien held by a lender financing same, signs, furniture, furnishings, movable trade fixtures, business equipment and alterations and/or other similar items may be removed by Sublessee, or, if approved by Sublessee, by such Sublessee or lien holder at, or prior to, the termination or expiration of this Sublease; provided however, that if the removal thereof will damage the Improvements or necessitate changes in or repairs to the Improvements, Sublessee shall repair or restore (or cause to be repaired or restored) the Improvements 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 Sublessor the reasonable cost of repairing any damage arising from such removal.

Section 16.3 Rights to Personal Property after Termination or Surrender.

Any personal property of Sublessee which shall remain in the Demised Premises after the fifteenth (15th) day following the termination or expiration of this Sublease and the removal of Sublessee from the Demised Premises, may, at the option of Sublessor, be deemed to have been abandoned by Sublessee and, unless any interest therein is claimed by a mortgagee, said personal property may be retained by Sublessor as its property or be disposed of, without accountability, in such manner as Sublessor may see fit.

ARTICLE XVII
Operation

Section 17.1 Control of Demised Premises.

Sublessor hereby agrees that, subject to any limitations imposed by the terms of this Sublease, Sublessee shall be free to perform and exercise its rights under this Sublease and shall have exclusive control and authority to direct, operate, lease and manage the Demised Premises. Sublessee is hereby granted the exclusive right to enter into any tenant lease ("Tenant Lease"), license or similar grant for any part or all of the Demised Premises.

ARTICLE XVIII
Repairs and Maintenance of the Premises

Section 18.1 Sublessee Repairs and Maintenance.

Throughout the term of this Sublease, Sublessee, 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 deemed necessary by Sublessee. All repairs made by Sublessee 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. Sublessee shall keep and maintain all portions of the Demised Premises in a clean and orderly condition, reasonably free of dirt, rubbish, graffiti, and unlawful obstructions. Sublessor, at its option, and after thirty (30) days written notice to Sublessee, may perform any maintenance or repairs required of Sublessee hereunder which have not been performed by Sublessee following the notice described above, and may seek reasonable costs and expenses thereof from Sublessee.

ARTICLE XIX
Use of Premises

Section 19.1 Use of Demised Premises by Sublessee.

(a) The Demised Premises shall not knowingly be used for the following:

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

(ii) any purpose which violates the Certificate of Occupancy (or other similar approvals of applicable governmental authorities).

(b) No covenant, agreement, lease, Sublease, Tenant Lease, mortgage, conveyance or other instrument shall be effected or executed by Sublessee, or any of its successors or assigns, whereby the Demised Premises or any portion thereof is restricted by Sublessee, 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. Sublessee 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, Sublessee may use the Demised Premises for any lawful purpose or use authorized by this Sublease and allowed under the Ordinance establishing the zoning for the Demised Premises (provided Sublessee otherwise complies with the terms and conditions hereof). Sublessee shall not knowingly suffer any act to be done or any condition to exist in or on the Demised Premises or any part thereof or any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may make void or voidable any insurance then in force with respect thereto.

Section 19.2 Dangerous Liquids and Materials.

Sublessee shall not knowingly permit its contractors, tenants or other person or entity in contractual privity with Sublessee 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.

Section 19.3 Sublessee's Duty and Sublessor's Right of Enforcement Against Sublessee and Successor and Assignee.

Sublessee, promptly upon learning of the occurrence of actions prohibited herunder, shall take immediate 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 Sublessee does not promptly take steps to terminate a prohibited action, Sublessor or 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 Sublessor or Landlord have inadequate remedies at law. The provisions of this Section shall be deemed automatically included in all Subleases, Subleasehold Mortgages and Tenant Leases, and any other conveyances, transfers and assignments under this Sublease, and any Transferee who accepts such Sublease, Subleasehold Mortgage, Tenant Lease or any other conveyance, transfer or assignment hereunder shall be deemed by such acceptance to adopt, ratify, confirm and consent to the provisions of this Section and to Sublessor's and Landlord's rights to obtain the injunctive relief specified therein.

Section 19.4 Designation of Improvements by Name.

Sublessee may reasonably and in accordance with prudent practice designate name(s) by which the Improvements or the Development or any portion thereof shall be known.

ARTICLE XX
Limitation of Liability

Section 20.1 Limitation of Liability of Sublessor.

Sublessor shall not be liable to Sublessee for any incidental or consequential loss or damage whatsoever arising from the rights of Sublessee hereunder.

Section 20.2 Limitation of Liability of Sublessee.

Sublessee shall not be liable to Sublessor for any incidental or consequential loss or damage whatsoever arising from rights of Sublessor hereunder.

ARTICLE XXI
Mortgages, Transfers, Subleases, Transfer of Sublessee's Interest, Rights to Proceeds, New Sublease and Sublease in Reversion

Section 21.1 Right to Transfer Leasehold.

During the term of this Sublease, Sublessee 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 Sublease, to such other persons, firms, corporations, general or limited partnerships, unincorporated associations, joint ventures, estates, trusts, any Federal, State or Municipal government bureau, department or agency thereof, or any other entities as Sublessee shall select; subject, however, to the following:

(a) Sublessee shall not be in default under this Sublease at the time of such sale, assignment, or transfer.

(b) Sublessee shall obtain the written consent of Sublessor, Landlord, Investor

Limited Partner and Subleasehold Mortgagee (as defined below), both as to the proposed transfer and the proposed transferee, except for Tenant Leases, for which the prior written consent of the above parties is not required..

(c) Any sale, assignment or transfer of all or any part of Sublessee's interest in the Sublease and the Demised Premises shall be made expressly subject to the terms, covenants and conditions of this Sublease, and the Ground Lease, and such assignee or transferee shall expressly assume all of the obligations of Sublessee under this Sublease 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 Sublessee is subject, and only related to, the sold, assigned, or transferred interest. However, nothing in this subsection or elsewhere in this Sublease shall abrogate (i) Sublessor's right to payment of all rent and other amounts due Sublessor which accrued prior to the effective date of such transfer, and Sublessor shall always have the right to enforce collection of such rent or other sums due in accordance with the terms and provisions of this Sublease; 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 this Sublease and the Ground Lease.

(d) Such transferee of Sublessee (and all succeeding and successor transferees) shall succeed to all rights and obligations of Sublessee under this Sublease with respect to the portion of the Demised Premises so transferred, and subject to the terms of the document of assignment or transfer, including the right to mortgage, encumber and otherwise assign and sublease subject, however, to all duties and obligations of Sublessee, and subject to the terms of the document of assignment or transfer, in and pertaining to the then remaining term of this Sublease.

Section 21.2 <u>Right to Mortgage Leasehold</u>.

Sublessee shall have the right from time to time, and without prior consent of Sublessor, to mortgage and otherwise encumber its rights under this Sublease, and the leasehold estate, in whole or in part by a mortgage or mortgages ("Subleasehold Mortgage") to any mortgagee (" Subleasehold Mortgagee"), provided it is a recognized lending institution, such as a bank, savings and loan, pension fund, insurance company, savings bank, real estate investment trust, tax credit syndication entity, other real estate investment entity, federal, state, county, or municipal governmental agency or bureau, whether such be local, national or international. Sublessee shall provide Sublessor with a copy of all such Subleasehold Mortgages. The granting of a Subleasehold Mortgage or Mortgages against all or part of the leasehold estate in the Demised Premises shall not operate to make the Subleasehold Mortgagee(s) thereunder liable for performance of any of the covenants or obligations of Sublessee under this Sublease, except in the case of a Subleasehold Mortgagee which owns or is in possession of all or a portion of the Demised Premises, and then only for its period of ownership or possession, but Sublessor shall always have the right to enforce the Sublease obligations against such portion of the Demised Premises, including such obligations accruing prior to such period of ownership or possession, subject to the terms hereof. The amount of any such Subleasehold Mortgage may be increased whether by an additional mortgage and agreement consolidating the liens of such Subleasehold Mortgages or by amendment of the existing Subleasehold Mortgage, and may be permanent or temporary, replaced, extended, increased, refinanced, consolidated or renewed on any or all portions of the Demised Premises without the consent of Sublessor. Such Subleasehold

Mortgage(s) may contain a provision for an assignment of any rents, revenues, monies or other payments due to Sublessee as a Sublessor (but not from Sublessee to Sublessor) from Sublessee to the Subleasehold Mortgagee(s), and a provision therein that the Subleasehold Mortgagee(s) in any action to foreclose the same shall be entitled to the appointment of a receiver.

Section 21.3 <u>Notice to Sublessor of Subleasehold Mortgage and Investor Limited Partner</u>.

A notice from Investor Limited Partner and each Subleasehold Mortgagee shall be delivered to Sublessor specifying the name and address of such Investor Limited Partner and Subleasehold Mortgagee to which notices shall be sent. Sublessor shall be furnished a copy of each such recorded mortgage. For the benefit of any such Investor Limited Partner and Subleasehold Mortgagee who shall have become entitled to notice as hereinafter provided in this Article, Sublessor agrees, subject to all the terms of this Sublease, not to accept a voluntary surrender, termination or modification of this Sublease and no Investor Limited Partner or Subleasehold Mortgagee(s) will be bound by any modification of this Sublease, unless such modification is made with the prior written consent of such Investor Limited Partner and Subleasehold Mortgagee.

Section 21.4 <u>Notices to Subleasehold Mortgagee(s) and Investor Limited Partner</u>.

No notice of default hereunder or notice of failure to cure a default shall be deemed to have been given by Sublessor to Sublessee unless and until a copy has been given to Investor Limited Partner and each Subleasehold Mortgagee who shall have notified Sublessor pursuant to Section 21.3 of its name, address and its interest in the Demised Premises prior to Sublessor's issuance of such notice. Sublessor agrees to accept performance and compliance by any such Investor Limited Partner or Subleasehold Mortgagee of and with any of the terms of this Sublease with the same force and effect as though kept, observed or performed by Sublessee, provided such act or performance is timely. Nothing contained herein shall be construed as imposing any obligation upon any such Investor Limited Partner or Subleasehold Mortgagee to so perform or comply on behalf of Sublessee.

Section 21.5 <u>Right to Cure Default of Sublessee</u>.

(a) In addition to any rights Investor Limited Partner and any Subleasehold Mortgagee may have by virtue of Article 21 herein, if, within ninety (90) days after the mailing of any notice of termination or such later date as is thirty (30) days following the expiration of the cure period, if any, afforded Sublessee (the "Mortgagee Cure Period"), such Investor Limited Partner or Subleasehold Mortgagee shall pay, or arrange to the satisfaction of Sublessor for the payment of, a sum of money equal to any and all rents or other payments due and payable by Sublessee hereunder, in addition to their pro rata share of any and all expenses, costs and fees, including reasonable attorneys' fees, incurred by Sublessor in preparation for terminating this Sublease and in acquiring possession of the Demised Premises, then, upon the written request of such Investor Limited Partner or Subleasehold Mortgagee made any time prior to the expiration of the Mortgagee Cure Period, Sublessor and the party making such request shall mutually execute, prior to the end of such Mortgagee Cure Period, a new Sublease of the Demised Premises for the remainder of the term of this Sublease, on the same terms and conditions, and with the same priority over any encumbrances created at any time by Sublessor, its successors and assigns, which Sublessee has or had by virtue of this Sublease; provided, however, that in addition to the above payments, such Investor Limited Partner or Subleasehold Mortgagee shall pay to Sublessor a sum of money equal to the rents and other payments for such portion of the Demised Premises accruing from the date of such termination to the date of the commencement of the term of such new sublease, together with its pro rata share of all expenses, including reasonable attorneys' fees, incident to the preparation, printing, execution, delivery and recording of such new sublease. Such priority shall exist by virtue of the notice created by this Sublease to any transferee of Sublessor or person receiving an encumbrance from Sublessor, and the priority shall be self-operative and shall not require any future act by Sublessor. Such new sublease(s) shall contain the same clauses subject to which this demise is made, and shall be at the rents and other payments for such portion of the Demised Premises due Sublessor and upon the terms as are herein contained. Sublessee(s) under any such new sublease(s) shall have the same right, title and interest in and to, and all obligations accruing, under this Sublease as Sublessee has under this Sublease.

(b) If, within the Mortgagee Cure Period, more than one (1) request for a new sublease shall have been received by Sublessor, priority shall be given (regardless of the order in which such requests shall be made or received) first to the senior Subleasehold Mortgagee and then to any other Subleasehold Mortgagee making such a request in order of its priority of interest in the Demised Premises and then to the Investor Limited Partner. It shall be a condition of the effectiveness of any request for a new sublease that a copy of such request is sent (with receipt for delivery) by the applicable Subleasehold Mortgagee or the Investor Limited Partner, as the case may be, to all other Mortgagees.

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

(d) Nothing herein contained shall be deemed to impose any obligation on the part of Sublessor to deliver physical possession of the Demised Premises to such Investor Limited Partner or Subleasehold Mortgagee or to its respective nominee until the new sublease(s) has been executed by all pertinent parties. Sublessor agrees, however, that Sublessor will, at the cost and expense of such Investor Limited Partner and Subleasehold Mortgagee or respective nominee, cooperate in the prosecution of judicial proceedings to evict the then defaulting Sublessee or any other occupants of the Demised Premises.

(e) If such Investor Limited Partner or Subleasehold Mortgagee or respective nominee shall acquire a new sublease pursuant to this Article 21 and if, upon the termination of this Sublease, Sublessee, but for such termination, would have been entitled to receive any amount pursuant to the provisions of this Sublease, then Sublessor agrees that the same shall be paid to the new sublessee, in the same manner and to the same extent as it would have been paid or applied the same to or for the benefit of Sublessee as if this Sublease had not terminated; subject however to Sublessor's right to offset any damages accrued as a result of said termination.

(f) Upon the execution and delivery of a new sublease(s) pursuant to this Article 21, all Tenant Leases and any sublease which theretofore may have been assigned to Sublessor or have reverted to Sublessor upon termination of this Sublease, shall be assigned and transferred, without recourse against Sublessor, by Sublessor to the sublessee under any such new sublease(s).

(g) Nothing contained in this Sublease shall require any Investor Limited Partner or Subleasehold Mortgagee or nominee, as a condition to its exercise of its right to enter into a new Sublease, to cure any default of Sublessee not reasonably susceptible of being cured, in order to comply with the provisions of this Section 21.5.

(h) The provisions of this Section 21.5 shall survive any termination of this Sublease.

Section 21.6 Limited Waiver of Sublessor Lien.

In order to enable Sublessee to secure financing for the purchase of fixtures, equipment, and other personalty to be located on or in the Demised Premises, whether by security agreement and financing statement, mortgage or other form of security instrument, Sublessor will from time to time, upon request, execute and deliver an acknowledgment that it has waived its "Lessor's" or other statutory or common law liens securing payment of rent or performance of Sublessee's other covenants under this Sublease as to such fixtures, equipment or other personalty.

Section 21.7 Proceeds of Casualties and Condemnation.

Sublessor and Sublessee agree that, in the event of a taking or condemnation of all or any part of the Demised Premises or damage or destruction of the improvements to the Demised Premises, the Subleasehold Mortgagee shall have the same rights under this Sublease as the Subleasehold Mortgagee has in its capacity as the Leasehold Mortgagee under the Ground Lease, including the right to join in any condemnation or taking proceeding and the entitlement to the net condemnation award and any insurance proceeds, which shall be applied in accordance with the terms of the Subleasehold Mortgage or the Leasehold Mortgage, as applicable.

Section 21.8 No Merger of Estates.

So long as any Subleasehold Mortgage is in existence, unless all Subleasehold Mortgagees otherwise expressly consent in writing, the fee title to the improvements on the Demised Premises (including the Development) and the subleasehold estate of the Sublessee in the Demised Premises shall not merge with the fee title to the Demised Premises, but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said subleasehold estate by any single owner, other than by termination of the Ground Lease by the Landlord in accordance with the provisions provided in the Ground Lease.

Section 21.9 Right of Investor Limited Partner Regarding Sublessee's General Partner.

The Investor Limited partner shall have the right to remove and replace the general partner or managing general partner of Sublessee for cause, as determined under the Sublessee's Partnership Agreement, without the consent of Sublessor. The Investor Limited Partner shall have the right to transfer its interest as permitted under the Sublessee's Partnership Agreement without the consent of the Sublessor

ARTICLE XXII
Default by Sublessee or Sublessor

Section 22.1 Events of Default of Sublessee.

The following provisions shall apply if any one or more of the following "Event(s) of Default of Sublessee" shall happen:

(a) Default is made in the due and punctual payment of any rents, revenues, or other monies payable to Sublessor under this Sublease when and as the same shall become due and payable and such default shall continue for a period of thirty (30) days after written notice thereof from Sublessor to Sublessee, with copies thereof to each Investor Limited Partner and Subleasehold Mortgagee who shall have notified Sublessor of its name, address and interest prior to such notice; or

(b) Default is made by Sublessee in keeping, observing or performing any of the terms contained in this Sublease, and such default shall continue for a period of thirty (30) days after written notice thereof from Sublessor to Sublessee setting forth with reasonable specificity the nature of the alleged breach, with copies thereof to each Investor Limited Partner and Subleasehold Mortgagee who shall have notified Sublessor of its name, address and interest prior to such notice; or in the case of such default or contingency which cannot with due diligence and in good faith be cured within thirty (30) days, Sublessee fails within said thirty (30) day period to proceed promptly and with due diligence and in good faith to pursue curing said default.

Section 22.2 Failure to Cure Default by Sublessee .

(a) If an Event of Default of Sublessee shall occur, Sublessor, at any time after the periods set forth in Section 22.1 (a) or (b) and provided Sublessee has failed to cure such Event of Default within such applicable period, shall give written notice to Sublessee and to any Investor Limited Partner and Subleasehold Mortgagee who has notified Sublessor in accordance with Sections 21.3, specifying such Event(s) of Default of Sublessee and stating that this Sublease and the term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least thirty (30) days after the giving of such notice, during which time Sublessee, Investor Limited Partner and/or Subleasehold Mortgagee(s) shall have the right to cure such default, and upon the date specified in such notice if the Event of Default has not been cured, then, subject, however, to the provisions of Sections 21.5 and 22.3 herein, this Sublease and the term hereby demised and all rights of Sublessee under this Sublease, shall expire and terminate.

(b) If an Event of Default of Sublessee shall occur and the rights of Investor Limited Partner and Subleasehold Mortgagees shall not have been exercised as provided within this Sublease, then Sublessor at any time after the periods for exercise of rights as set forth under Section 21.5 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 Sublessor may have against Sublessee, Sublessor shall be entitled to sue Sublessee for all damages, costs and expenses arising from Sublessee's committing an Event of Default hereunder and to recover all such damages, costs and expenses, including reasonable attorneys' fees at both trial and appellate levels;

(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 Sublease; and

(iii) to terminate any and all obligations that Sublessor may have under this Sublease, in which event Sublessor shall be released and relieved from any and all liability under this Sublease.

Section 22.3 Rights of Subleasehold Mortgagees and Investor Limited Partner.

(a) If Sublessor shall have given notice to any Investor Limited Partner or Subleasehold Mortgagee, as required by Section 21.4 herein, such Investor Limited Partner and Subleasehold Mortgagee shall have, and be subrogated to, any and all rights of Sublessee with respect to the curing of any such Event of Default but shall also have the right to extend the period of time for curing of any such Event of Default for an additional period of sixty (60) days from the date contained in the notice given pursuant to Section 21.3 herein, or in the case of an Event of Default which cannot be cured within said sixty (60) day period, for such additional period as, with all due diligence and in good faith, is necessary to cure the Event of Default.

(b) Irrespective of any other right a Subleasehold Mortgagee or Investor Limited Partner may have to maintain this Sublease free from default, such Subleasehold Mortgagee or Investor Limited Partner, as to any Event of Default of Sublessee that may not be cured by the payment of money and which is not susceptible to curing by entry upon the Demised Premises or otherwise, shall have the right to further extend the period of time within which to cure such Event of Default of Sublessee for such additional period as, with all due diligence and in good faith will enable such Subleasehold Mortgagee or Investor Limited Partner to institute proceedings, apply for the appointment of a receiver for the purpose, among other things, of curing such Event of Default, if such is susceptible to curing, and to acquire by foreclosure or otherwise, Sublessee's interest in this Sublease, to effect a removal of Sublessee from the Demised Premises and, in the meantime and at the earliest opportunity, to cure such Event of Default if such is susceptible to curing.

(c) Subleasehold Mortgagee shall have the right, but not the obligation, to foreclose Sublessee's leasehold estate and acquire Sublessee's leasehold estate in its own name or in the name of a Foreclosure Purchaser, without prior consent of the Sublessor. If a Subleasehold Mortgagee forecloses Sublessee's leasehold estate under this Sublease and, as a result of such Foreclosure, Subleasehold Mortgagee, Investor Limited Partner or any purchaser at a foreclosure sale (collectively referred to hereinafter as "Foreclosure Purchaser") succeeds to any of the rights of the Sublessee hereunder, then such Foreclosure Purchaser shall be subject to all the terms and conditions of this Sublease and shall be entitled to all the rights and benefits of this Sublease; provided, however, that (1) such Foreclosure Purchaser shall not be liable for any act or omission of the Sublessee; (2) such Foreclosure Purchaser shall not be bound by any amendment, modification, alteration, approval, consent, surrender or waiver of or under the terms of this Sublease made without the prior written consent of such Foreclosure Purchaser; (3) upon the written request of such Foreclosure Purchaser, Sublessor shall reaffirm, in writing, the validity of this Sublease and that this Sublease is in full force and effect. The Sublessor acknowledges and agrees for itself and its successors and assigns that this sublease does not constitute a waiver by any such Subleasehold Mortgagee of any of its rights under any Subleasehold Mortgage or in any way release the Sublessee from its obligations to comply with the terms, provisions, conditions, representations, warranties, agreements or clauses of such Subleasehold Mortgage or any other security interest. In the event the leasehold estate created by this Sublease shall have been duly acquired by such Foreclosure Purchaser and such Event of Default of Sublessee shall have been duly cured, then the notice of termination of this Sublease based upon Sublessee's failure to timely cure such Event of Default of Sublessee shall be deemed withdrawn, terminated and of no further force or effect. In the event, however, that such Investor Limited Partner or Subleasehold Mortgagee or any Foreclosure Purchaser fails to cure such Event of Default of Sublessee within the time periods set forth in this Section 22.3, Sublessor reserves the right to (and must do so to effect a termination) give such Investor Limited Partner, Subleasehold Mortgagee or any Foreclosure Purchaser, by registered or certified mail, return receipt requested, thirty (30) days' written notice of termination of this Sublease due to such failure by the Investor Limited Partner, Subleasehold Mortgagee or any Foreclosure Purchaser to cure such prior Event of Default by Sublessee. After the giving of such notice of termination to such Investor Limited Partner, Subleasehold Mortgagee or any Foreclosure Purchaser and upon the expiration of said thirty (30) days, during which time such Investor Limited Partner, Subleasehold Mortgagee, or Foreclosure Purchaser shall have failed to cure such default, this Sublease and the term thereof shall end and expire as fully and completely as if the date of expiration of such thirty (30) day period were the day herein definitely fixed for the end and expiration of this Sublease. If Sublessee or any Foreclosure Purchaser is in possession either personally or by a receiver, Sublessee, Investor Limited Partner, Subleasehold Mortgagee or any Foreclosure Purchaser or such receiver as the case may be, shall then quit and peacefully surrender the Demised Premises to Sublessor. Notwithstanding anything contained herein to the contrary, such Subleasehold Mortgagee shall not be required to institute foreclosure proceedings if it is able to acquire and does acquire Sublessee's interest in the leasehold estate by any other means so long as such Subleasehold Mortgagee fulfills all other requirements of this Section 22.3.

(d) Notwithstanding any term or provision of this Sublease to the contrary, in the event that the Subleasehold Mortgagee acquires the subleasehold interest of the Sublessee, (i) the liability of a Subleasehold Mortgagee under this Sublease shall be limited to the Subleasehold Mortgagee's interest in the subleasehold estate of the Sublessee and the period during which the Subleasehold Mortgagee may own the interest of the Sublessee hereunder, and (ii) upon the Subleasehold Mortgagee's assignment or transfer of its rights and interests in and to this Sublease or the subleasehold estate to a third party, such Subleasehold Mortgagee shall have no further liability for any obligations arising after such transfer date, which liability shall be borne by the assignee or transferee.

Section 22.4 **Surrender of Demised Premises**.

Upon any expiration or termination in accordance with the terms and conditions of this Sublease, Sublessee shall quit and peacefully surrender the Demised Premises to Sublessor.

Section 22.5 **Rights of Sublessor After Termination**.

At any time or from time to time after such termination, Sublessor may, subject to the rights of Investor Limited Partner and Subleasehold Mortgagee(s), relet the Demised Premises or any part thereof, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Sublease) and on such conditions (which may include concessions or free rent) as Sublessor, in its reasonable discretion, may determine and may collect and receive the rents therefor, so long as Sublessor uses normal and customary commercial practices in attempting to relet the Demised Premises or any part thereof, and in collecting rent due from such reletting during the balance of the term of the Sublease or any renewal thereof. Sublessor 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.

Section 22.6 No Waiver by Sublessor.

No failure by Sublessor to insist upon the strict performance of any of the terms of this Sublease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Sublessor 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 Sublease. None of the terms of this Sublease to be kept, observed or performed by Sublessee, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by Sublessor. No waiver of any breach shall affect or alter this Sublease, but each of the terms of this Sublease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver of any default of Sublessee hereunder shall be implied from any omission by Sublessor 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 Sublessor shall not be construed as a waiver of a subsequent breach of the same covenant, term or conditions.

Section 22.7 Events of Default of Sublessor.

The following shall constitute an Event of Default by Sublessor: If default shall be made by Sublessor in keeping, observing or performing any of the duties imposed upon Sublessor pursuant to the terms of this Sublease and such default shall continue for a period of thirty (30) days after written notice thereof from Sublessee to Sublessor setting forth with reasonable specificity the nature of the alleged breach; or, in the case of any such default or contingency which cannot, with due diligence and in good faith, be cured within thirty (30) days, Sublessor fails within said thirty (30) day period to proceed promptly after such notice and with due diligence and in good faith to cure said Event of Default.

Section 22.8 Failure to Cure Default by Sublessor.

If an Event of Default of Sublessor shall occur, Sublessee, at any time after the period set forth in Section 22.7 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 Sublessee may have against Sublessor, Sublessee shall be entitled to sue Sublessor for all damages, costs and expenses arising from Sublessor'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 Sublessor and to obtain a decree specifically compelling performance of any such term or provision of the Sublease.

(c) To terminate any and all obligations that Sublessee may have under this Sublease, in which event Sublessee shall be released and relieved from any and all liability under this Sublease and shall surrender possession of the Demised Premises to Sublessor.

Section 22.9 No Waiver by Sublessee.

Failure by Sublessee to insist upon the strict performance of any of the terms of this Sublease 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 Sublease. None of the terms of this Sublease to be kept, observed or performed by Sublessor, and no breach thereof, shall be waived, altered or modified except by written instrument executed by Sublessee. No waiver of any default of Sublessor hereunder shall be implied from any omission by Sublessee 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 Sublessee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

ARTICLE XXIII
Quiet Enjoyment

Section 23.1 Grant of Quiet Enjoyment.

Sublessee, upon paying all rents, revenues and other monies herein provided for and performing in accordance with the terms, agreements, and provisions of this Sublease, shall peaceably and quietly have, hold and enjoy the Demised Premises during the term of this Sublease without interruption, disturbance, hindrance or molestation by Sublessor or by anyone claiming by, through or under Sublessor.

Section 23.2 Entire Agreement.

This Sublease and the Ground Lease contain 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, with respect to the Ground Lease, no such modification or amendment shall be effective without the prior written consent of Sublessee.

Section 23.3 Successors and Assigns.

The terms herein contained shall bind and inure to the benefit of Sublessor, its successors and assigns, and Sublessee, its successors and assigns (including Sublessees and Subleasehold Mortgagees as appropriate and applicable), except as may be otherwise provided herein.

ARTICLE XXIV
Representations and Warranties

Section 24.1 Sublessor's Representations and Warranties.

Sublessor hereby represents and warrants to Sublessee that (i) it has full power and authority to enter into this Sublease and perform in accordance with its terms and provisions, (ii) the parties signing this Sublease on behalf of Sublessor have the authority to bind Sublessor and to enter into this transaction, (iii) Sublessor has taken all requisite action to legally authorize it to execute, deliver and perform pursuant to this Sublease, and (iv) to Sublessor's actual knowledge, there are no current defaults under the Ground Lease and nothing has occurred under the Ground Lease which with the passage of time or giving of notice would be an Event of Default under the Ground Lease.

Section 24.2 Sublessee's Representations and Warranties.

Sublessee hereby represents and warrants to Sublessor that it has full power and authority to enter into this Sublease and perform in accordance with its terms and provisions and that the parties signing this Sublease on behalf of Sublessee have the authority to bind Sublessee and to enter into this transaction and Sublessee has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Sublease.

(Signatures appear on the following page)

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

SUBLESSOR:

AM AFFORDABLE HOUSING, INC, a Florida not-for-profit corporation

By:___________________________________
Name: ________________________________
Title:__________________________________

SUBLESSEE:

AMC HTG 2, LTD., a Florida limited partnership

By: AMC HTG 2 GP, LLC, a Florida limited liability company, its Special Limited Partner

By: ________________________________
Matthew A. Rieger, Manager

EXHIBIT "A"

Copy of Ground Lease (as amended)

EXHIBIT "B"

Legal Description of the Demised Premises

Parcel 1

A PORTION OF TRACT "10", OF "TOWNPARK SUBDIVISION 4 U.R. PROJECT FLA. R-10", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87, PAGE 52, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 10; THENCE N03°21' 00" W, ALONG THE EAST LINE OF SAID TRACT 10 FOR A DISTANCE OF 235.84 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE N03°21' 00" W, FOR A DISTANCE OF 454.85 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST; THENCE NORTH, NORTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS, A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 87°37' 25" FOR AN ARC DISTANCE OF 38.23 FEET; TO A POINT OF TANGENCY; THENCE S89°01' 35" W, ALONG THE NORTH LINE OF SAID TRACT 10, FOR A DISTANCE OF 158.27 FEET; THENCE S02°05' 25" E, FOR A DISTANCE OF 116.15 FEET; THENCE N89°59' 59" E, FOR A DISTANCE OF 70.42 FEET; THENCE S06°36' 43" E, FOR A DISTANCE OF 264.03 FEET; THENCE EAST, FOR A DISTANCE OF 20.89 FEET; THENCE S02°30' 28" E, FOR A DISTANCE OF 99.85 FEET TO A POINT ON THE NORTH LINE OF A 40.00 FEET UTILITY EASEMENT, THENCE N87°43' 18" E, ALONG SAID NORTH LINE OF A 40.00 FEET UTILITY EASEMENT, FOR A DISTANCE OF 79.95 FEET TO THE POINT OF BEGINNING.

Parcel 2

A PORTION OF TRACT "10", OF " TOWNPARK SUBDIVISION 4 U.R. PROJECT FLA. R-10", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87, PAGE 52, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 10; THENCE S 87°49'21" W, ALONG THE SOUTH LINE OF SAID TRACT 10 FOR 170.98 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE N 03°21'00" W, FOR A DISTANCE OF 96.21 FEET; S 88°29'15" W, FOR A DISTANCE OF 17.23' FEET; THENCE S 88°25'41" W, FOR A DISTANCE OF 127.00 FEET; THENCE N 01°32'10" W, FOR A DISTANCE OF 97.52 FEET TO A POINT ON THE SOUTH LINE OF A 40.00 FEET UTILITY EASEMENT; THENCE S 87°43'18" W, ALONG SAID SOUTH LINE OF A 40.00 FEET UTILITY EASEMENT, FOR A DISTANCE OF 153.71 FEET; THE NEXT THREE(3) COURSES AND DISTANCES BEING ALONG THE WEST LINE OF SAID TRACT 10; 1) THENCE S 01°34'19" E, FOR A DISTANCE OF 133.50 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, 2) CONCAVE TO THE NORTHEAST; THENCE SOUTH, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 57°46' 09" FOR AN ARC DISTANCE OF 25.21 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, 3) CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF

SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 55°05' 44" FOR AN ARC DISTANCE OF 48.08 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 10, THENCE N 87°49'21" E, ALONG SAID SOUTH LINE, FOR A DISTANCE OF 265.92 FEET TO THE POINT OF BEGINNING.

Prepared by: **Exhibit "B"**

Phillips Lytle LLP
28 E. Main Street, Suite 1400
Rochester, New York 14614
Attention: Victoria L. Grady

RECOGNITION, ATTORNMENT AND ASSENT TO LEASEHOLD SECURITY INSTRUMENT
(SENIOR AND JUNIOR MORTGAGES)

This RECOGNITION, ATTORNMENT AND ASSENT TO LEASEHOLD SECURITY INSTRUMENT (this "**Agreement**") is executed as of _______, 2024, by and among MIAMI-DADE COUNTY, a political subdivision of the State of Florida and a "public housing agency" as defined in the United States Housing Act of 1937 (42 USC 1437 et seq., as amended) (the "**Landlord**") and AM AFFORDABLE HOUSING, INC., a Florida not-for-profit corporation (the "**Tenant**" or "**Sub-landlord**") in favor of HOUSING FINANCE AUTHORITY OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic organized and existing under the laws of the State of Florida (the "**Governmental Lender**"), JPMORGAN CHASE BANK, N.A., a national banking association (the "**Initial Funding Lender**"), GRANDBRIDGE REAL ESTATE CAPITAL LLC a North Carolina limited liability company ("**Freddie Mac Seller/Servicer**", FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida ("**FHFC Lender"**) and together with the Governmental Lender, the Initial Funding Lender, Freddie Mac Seller/Servicer, collectively and each individually, the "**Beneficiary**"). Reference is made to that certain Ground Lease dated December 19, 2008 between Landlord, as lessor and Alonzo Mourning Charities, Inc. (n/k/a Mourning Family Foundation, Inc.) ("**MFF**"), as lessee, which was (A) amended by (i) an Amendment to Ground Lease Phase II (Elderly Units) dated as of December 13, 2012 by and between Landlord and MFF (ii) a Second Amendment to Ground Lease Phase II (Elderly Units) dated as of August 26, 2013 by and between Landlord and MFF, and (iii) a Third Amendment to Ground Lease Phase II (Elderly Units) dated as of October 23, 2013 by and between Landlord and MFF, (B) assigned by an Assignment of Ground Lease and Miami-Dade County Consent to Assignment of Ground Lease by and between MFF, as assignor, and Tenant, as assignee, and (C) further amended by (i) a Fourth Amendment to Ground Lease Phase II (Elderly Units) dated as of November 28, 2016 by and between Landlord and Tenant, (ii) a Fifth Amendment to Ground Lease Phase II (Elderly Units) dated as of September 17, 2018 by and between Landlord and Tenant, and (iii) Sixth Amendment to Ground Lease Phase II (Elderly Units) dated as of November 2, 2020 by and between Landlord and Tenant, with respect to certain premises located at 1600 NW 3rd Avenue, City of Miami, Miami-Dade County, Florida, as more particularly described on Exhibit A hereto, (said Ground Lease, as may be further amended, is herein called the "**Ground Lease**"). As the Beneficiary will provide certain financing to the AMC HTG 2 Ltd., a Florida limited partnership ("**Borrower**" or "**Sub-tenant**") which are to be secured, in part, by that certain Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, (including any amendments, revisions, modifications, renewals, extensions or replacements thereof, the "**Senior Security Instrument**"), that certain Leasehold Mortgage and Security Agreement (Viability), and that certain Leasehold Mortgage and Security Agreement (SAIL) (including any assignments of leases, amendments, revisions, modifications, renewals, extensions or replacements thereof, collectively, the "**Junior Security Instrument**," and together with the Senior Security Instrument, the "**Security Instrument**"), all on the Tenant's interest in the property demised under the Ground Lease and all improvements situated or to be constructed thereon (the "**Leasehold**"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assent. The Landlord does hereby assent to such Security Instrument and to any subsequent sale or transfer of the Leasehold as provided in such Security Instrument. The Landlord recognizes and agrees that (a) the definition of the term "Leasehold Mortgage" in the Ground Lease includes the Security Instrument as defined herein; (b) the definition of the term "Leasehold Mortgagee" in the Ground Lease includes the Beneficiary as defined herein; (c) the only property covered by the "Demised Premises," as such term is used in the Ground Lease, is the property as described in Exhibit A attached hereto; and (d) none of the provisions with regard to "Phase I" or "Adjacent Development Lease," if any of such terms exists in the Ground Lease, is applicable to the Ground Lease. The Landlord does hereby further assent to that certain Land Use Restriction Agreement dated as of even date herewith by and between the Housing Finance Authority of Miami-Dade County, Florida and Tenant and that certain Land Use Restriction Agreement (SAIL) dated as of even date herewith by and between the Florida Housing Finance Corporation and Tenant.

2. Estoppel. (a) As of the date of this Agreement, the Ground Lease is in full force and effect; no default has occurred by either Landlord or Tenant; and there is no condition which, but for the passage of time or the giving of notice or both, would result in a default by Landlord or Tenant under the terms of the Ground Lease. (b) The term of the Ground Lease commenced on _______________, 20__, and expires on __________, 20___.The fixed rent under the Ground Lease is $1 per year, payable on the start date of term of the Ground Lease. (c) The additional payment in the amount of $50,000 [has been paid to the Landlord][will be due on ________________, 20__]. No additional rent or charge (including taxes, maintenance, operating expenses or otherwise) that has been billed to Tenant by Landlord is overdue. There are no provisions for, and Landlord has no contractual rights with respect to increasing the rent, except as expressly set forth in the Ground Lease. There is no security deposit.

3. Limitations on Landlord's Right to Terminate. Until the later of (i) all obligations of Tenant to Beneficiary (the **"Obligations**") shall have been completely paid and performed, and the Security Instrument shall have been discharged, or (ii) the end of the tax credit compliance period set forth in Section 42 of the Internal Revenue Code (the "**Compliance Period**"), the Landlord shall not take any action to terminate the Ground Lease or exercise any other remedy for default in the obligation of Tenant thereunder without first complying with the requirements of Paragraph 8 hereof.

4. No Modifications. Until the later of the Obligations shall have been completely paid and performed, and the Security Instrument shall have been discharged or the end of the Compliance Period, neither the Landlord nor the Tenant shall terminate, amend, modify or exclude any parcel from the Ground Lease without the Beneficiary's, Borrower's and Borrower's limited partner's prior written consent.

5. **Removal of Collateral**. The Landlord agrees that the Beneficiary shall have the right to remove from the Leasehold any of the Tenant's personal property which is located at, constructed upon or affixed to the Leasehold (the "Tenant's Property"), whenever the Beneficiary shall elect to enforce the security interests given by the Tenant therein, either during the term of the Ground Lease or within 120 days after the expiration or the early termination thereof, or for such additional period required by the entry of any order prohibiting the Beneficiary's timely enforcement of such rights. This right to remove the Tenant's personal property from the Leasehold will be contingent on the Beneficiary providing the Landlord with advanced notice at least thirty (30) calendar days before removing any of the Tenant's personal property, and if the removal of such property diminishes the value of the Leasehold property and / or diminishes the ability of the property in any material respect to serve the residential households that it was created to serve, then the Landlord has the right to not provide consent for the removal of such personal property and thus the Beneficiary will not have the right to remove such property. Furthermore, the Landlord hereby reaffirms that the Tenant shall be deemed to exclusively own the improvements and the Personal Property (as set forth in Section 1.1 of the Ground Lease) and hereby subordinates to the Beneficiary's security interests therein any Landlord's lien, encumbrance or other interest which the Landlord may now or hereafter have or acquire therein under the Ground Lease or applicable law. Notwithstanding anything to the contrary in this Paragraph 5, the foregoing shall not be construed to subordinate the Landlord's fee interest to the lien of the Security Instrument.

6. **No Merger**. Notwithstanding anything to the contrary in the Ground Lease, in the event the ownership of the fee and leasehold interests of the Leasehold become vested in the same person or entity, then as long as the Security Instrument shall remain outstanding, such occurrence shall not result in a merger of title; rather, the Ground Lease and the lien of the Security Instrument thereon shall remain in full force and effect.

7. **New Lease**. Notwithstanding anything to the contrary in the Ground Lease, if the Tenant defaults under the Ground Lease and the Landlord elects to terminate the same after complying with the provisions hereof, then until the Obligations shall have been completely paid and performed, and the Security Instrument shall have been discharged, upon the written request of the Beneficiary within 30 days after such termination, the Landlord agrees to enter into a new lease with the Beneficiary upon the same terms and conditions as the Ground Lease; in the event that the Landlord receives requests to enter a new lease from more than one permitted leasehold mortgagee or investor limited partner, Landlord agrees to accept the requests in order of lien priority of the permitted leasehold mortgagees issuing such notices.

8. **Additional Beneficiary Protection Provisions.** The terms and conditions set forth below in this Paragraph 8 shall be binding upon the Landlord as if fully set forth in the Ground Lease, and to the extent of any inconsistency between the terms and provisions contained in the Ground Lease and the terms and conditions set forth below in this Paragraph 8, the terms and conditions set forth below in this Paragraph 8 shall govern and control:

(a) **Notices to Beneficiary; Beneficiary's Right to Cure.**

(i) Landlord shall send to Beneficiary and Borrower's limited partner a true, correct and complete copy of any notice to Tenant of a default by Tenant under the Ground Lease at the same time as and whenever any such notice of default shall be given by Landlord to Tenant, addressed to Beneficiary at the address specified in Paragraph 11 hereof or, if different, the address, if any, last furnished to Landlord by such Beneficiary as provided in Paragraph 11 hereof. No notice by Landlord shall be deemed to have been given unless and until a copy thereof shall have been so given to and received by Beneficiary and Borrower's limited partner. Tenant irrevocably directs that Landlord accept, and Landlord agrees to accept, performance and compliance by Beneficiary and Borrower's limited partner of and with any term, covenant, agreement, provision, condition or limitation on Tenant's part to be kept, observed or performed under the Ground Lease with the same force and effect as though kept, observed or performed by Tenant.

(ii) Notwithstanding anything provided to the contrary in the Ground Lease, the Ground Lease shall not be terminated because of a default or breach thereunder on the part of Tenant until and unless:

(A) Written notice of any such default or breach shall have been delivered to the Beneficiary and Borrower's limited partner in accordance with the provisions of Paragraph 8(a)(i) above;

(B) With respect to a default or breach that is curable solely by the payment of money, Beneficiary and/or Borrower's limited partner has not cured such default or breach within sixty (60) days following the expiration of any of Tenant's notice and cure period set forth in the Ground Lease; and

(C) With respect to a breach that is not curable solely by the payment of money, Beneficiary and/or Borrower's limited partner has not cured such default or breach within one hundred twenty (120) days following the expiration of any of Tenant's notice and cure periods set forth therein or, if such default or breach is curable but cannot be cured within such time period, (w) Beneficiary and/or Borrower's limited partner has not notified Landlord within such time period that it intends to cure such default or breach, (x) Beneficiary has not diligently commenced to cure such default or breach, (y) Beneficiary and/or Borrower's limited partner does not prosecute such cure to completion or (z) Beneficiary has not commenced an action to foreclose the Security Instrument.

(iii) Notwithstanding anything to the contrary in the Ground Lease, the project schedule set forth below shall replace and supersede all project timeline requirements in the Ground Lease. The Ground Lease shall not be terminated due to a default or breach thereunder on the part of Tenant with regard to the original project schedule for the Leasehold in the Ground Lease, including, without limitation, the timeline of acquiring the approvals, permits, or certificate of occupancy.

(A) Completion of Construction: 4/15/2027

(B) Obtaining Final Certificate of Occupancy: 4/15/2028

(b) **Landlord's Consents.** Landlord hereby consents to, and agrees that the Security Instrument may contain provisions for any or all of the following:

(i) An assignment of Tenant's share of the net proceeds from available insurance coverage or from any award or other compensation resulting from a total or partial taking of the Leasehold by condemnation;

(ii) The entry by the Beneficiary upon the Leasehold during business hours, without notice to Landlord, to view the state of the Leasehold;

(iii) A default by Tenant under the Ground Lease being deemed to constitute a default under the Security Instrument;

(iv) An assignment of Tenant's right, if any, to terminate, cancel, modify, change, supplement, alter, or amend the Ground Lease, including without limitation Tenant's right under Section 365(h)(1) of the Federal Bankruptcy Code to elect to treat the Ground Lease as terminated, and an assignment of all of Tenant's other rights under the Federal Bankruptcy Code;

(v) An assignment of any sublease; and

(vi) The following rights and remedies (among others) to be available to the Beneficiary upon the default under the Security Instrument:

(A) The foreclosure of the Security Instrument pursuant to a power of sale, by judicial proceedings, deed in lieu of foreclosure or other lawful means and the sale of the Leasehold to the purchaser at the foreclosure sale and a subsequent sale or sublease of the Leasehold by such purchaser if the purchaser is the Beneficiary or its nominee or designee;

(B) The appointment of a receiver, irrespective of whether the Beneficiary accelerates the maturity of all indebtedness secured by the Security Instrument;

(C) The right of the Beneficiary or the receiver appointed under subparagraph (B) above to enter and take possession of the Leasehold, to manage and operate the same, to collect the subrentals, issues and profits therefrom and any other income generated by the Leasehold or the operation thereof and to cure any default under the Security Instrument or any default by Tenant under the Ground Lease; or

(D) An assignment of Tenant's right, title and interest under the Ground Lease in and to any deposit of cash, securities or other property which may be held to secure the performance of the Obligations, including without limitation the covenants, conditions and agreements contained in the Security Instrument, in the premiums for or dividends upon any insurance provided for the benefit of any Beneficiary or required by the terms of the Ground Lease, as well as in all refunds or rebates of taxes or assessments upon or other charges against the Leasehold, whether paid or to be paid.

(c) **No Voluntary Surrender; Subordination; Modification.** Without the written consent of Beneficiary, Landlord agrees not to accept a voluntary surrender of the Ground Lease at any time while the Security Instrument shall remain a lien on the Leasehold; and any such attempted surrender the Ground Lease without the written consent of Beneficiary shall be null and void and of no force or effect. Landlord and Tenant further agree for the benefit of Beneficiary that, so long as any such Security Instrument shall remain a lien on said Leasehold, Landlord and Tenant will not subordinate the Ground Lease, or any new lease entered into pursuant to Paragraph 8(g) below or as permitted or required under the Ground Lease, to any mortgage or deed of trust (to the extent permitted pursuant to the provisions of this Agreement or the Ground Lease) that may hereafter be placed on Landlord's reversionary fee interest in the real property described in Exhibit A, or consent to any prepayment of any rent, without securing the prior written consent of such Beneficiary.

(d) **Permitted Transfers.**

(i) It is acknowledged that the Security Instrument may be assigned by Beneficiary in accordance with its terms. Notwithstanding anything stated to the contrary in the Ground Lease, the following transfers shall be permitted and shall not require the approval or consent of Landlord:

(A) A transfer of the Leasehold at foreclosure sale under the Security Instrument, whether pursuant to the power of sale contained therein or a judicial foreclosure decree, or by an assignment in lieu of foreclosure, or

(B) Any subsequent transfer by the Beneficiary or its nominee or designee if the Beneficiary, or such nominee or designee, is the purchaser at such foreclosure sale or under such assignment in lieu of foreclosure.

(ii) Any such transferee shall be liable to perform the obligations of Tenant under the Ground Lease only so long as such transferee holds title to the Leasehold, provided that upon any conveyance of title, such transferee's transferee expressly assumes and agrees to perform all of the obligations under the Ground Lease; provided further, that the liability of any Beneficiary that obtains title to the Leasehold shall be limited to the Beneficiary's interest in the Leasehold.

(iii) Following the transfer, if any, described in Paragraph 8(d)(i) above, all non-curable defaults existing under the Ground Lease prior to such transfer shall be deemed waived without further notice or action of any party.

(e) **Estoppel Certificates.** Landlord shall execute and/or deliver to any person, firm or entity specified by Tenant (i) provided that such be the case, a certificate stating that the Ground Lease is in full force and effect, that Tenant is not in default under the Ground Lease, that the Ground Lease has not been modified or supplemented in any way and containing such other certifications (including, without limitation, the certifications contained herein) and agreements as such person, firm or entity may reasonably request, and (ii) copies of the documents creating or evidencing the Ground Lease certified by Landlord as being true, correct and complete copies thereof.

(f) **Waiver of Subrogation.** Any policy of hazard insurance insuring Landlord shall contain an endorsement waiving the insurer's right of subrogation as against the Beneficiary and Tenant.

(g) **New Lease to Beneficiary.** If the Ground Lease is terminated because of Tenant's default thereunder or for any other reason or is extinguished for any reason (including, without limitation, rejection of the Ground Lease by a trustee in bankruptcy), then Beneficiary may elect to demand a new lease of the Leasehold by written notice to Landlord within thirty (30) days after receipt of notice of such termination. Upon any such election, the following provisions shall apply:

(i) The new lease shall be for the remainder of the term of the Ground Lease, effective on the date of termination, at the same rent and shall contain the same covenants, agreements, conditions, provisions, restrictions and limitations as are then contained in the Ground Lease. Such new lease shall be subject to all existing subleases.

(ii) The new lease shall be executed by Landlord within thirty (30) days after receipt by Landlord of written notice of the Beneficiary's or such other acquiring person's election to enter into a new lease.

(iii) If Tenant refuses to surrender possession of the Leasehold, Landlord shall, at the request of the Beneficiary or such other acquiring person, or shall authorize the Beneficiary or such other acquiring person on Landlord’s behalf to, institute and pursue diligently to conclusion the appropriate legal and/or equitable remedy or remedies to dispose or remove Tenant and all subtenants actually occupying the Leasehold or any part thereof who are not authorized to remain in possession hereunder. Any such action taken by Landlord at the request of the Beneficiary or such other acquiring person shall be at the Beneficiary's or such other acquiring person's sole expense.

(h) **No Fee Mortgages.** Notwithstanding anything to the contrary contained in the Ground Lease, Landlord represents and warrants that there are no mortgages or deeds of trust on, and that Landlord shall not hereafter encumber Landlord's reversionary fee interest in, the real property described in Exhibit A or any part thereof with a deed of trust, mortgage or other security instrument without the prior written consent of Tenant and Beneficiary, which consent may be withheld unless such encumbrance contains or is accompanied by recognition agreements which adequately protect Tenant’s and Beneficiary’s interests in the Ground Lease and the Leasehold.

(i) **No Liability for Tenant Defaults.** Notwithstanding anything to the contrary contained in the Ground Lease, the Security Instrument or this Agreement, in the event that Beneficiary, or any successor or assign of Beneficiary, exercises any of its rights or remedies under the Security Instrument to possession of the Leasehold, either by foreclosure or otherwise, neither Beneficiary nor any successor or assign of Beneficiary shall be liable to Landlord for any unpaid or unperformed obligations of Tenant under the Ground Lease through the date possession is taken.

(j) **Casualty and Condemnation**. Notwithstanding anything to the contrary in the Ground Lease, the provisions of the Security Instrument in senior lien position shall govern the Tenant's obligation to restore following casualty or condemnation and shall govern the distribution of all casualty and condemnation proceeds. If Tenant, with the consent of Initial Funding Lender, elects to restore following casualty or condemnation, the Landlord will permit the Tenant to restore. The Landlord agrees not to terminate the Ground Lease following casualty or condemnation provided that the Tenant elects to restore and proceeds to do so with reasonable diligence. The Landlord shall be entitled to receive a portion of the condemnation award equal to the value of the remainder interest in the land considered as unimproved. Landlord agrees that Beneficiary is permitted to participate in any proceedings related to casualty and condemnation including participating in the adjustment of losses and settlement.

(k) **No Additional Parties.** Notwithstanding anything to the contrary contained in the Ground Lease, Landlord and Tenant acknowledge that no other party other than the Landlord and Tenant, including but not limited to any contractor or subcontractor, is a party to the Ground Lease or this Agreement, and no other party is required to sign the Ground Lease or this Agreement, nor shall such party be bound by any requirement contained in the Ground Lease.

(l) **Beneficiary's Personal Liability**. Notwithstanding anything to the contrary in the Ground Lease, in the event that the Beneficiary acquires the Leasehold, (i) the liability of the Beneficiary as under the Ground Lease shall be limited to the Beneficiary's interest in the Leasehold and the period during which the Beneficiary may own the interest in the Leasehold; and (ii) upon the Beneficiary's assignment or transfer of its rights and interests in and to the Ground Lease or the Leasehold to a third party, the Beneficiary shall have no further liability for any obligations arising after such transfer date, which liability shall be borne by the assignee or transferee.

9. Bankruptcy Provisions.

(a) So long as the Security Instrument shall remain outstanding, the right of election arising under Section 365 (h)(1) of the Bankruptcy Code, 11 U.S.C. §101 et seq. (the "Bankruptcy Code") shall be exercised by the Beneficiary and not by the Tenant. Any exercise or attempted exercise by the Tenant of such right of election in violation of the preceding sentence shall be void.

(b) However, if despite the foregoing provision the Beneficiary is not permitted to exercise such right of election and the Landlord (or any trustee of the Landlord) shall reject the Ground Lease pursuant to Section 365(h) of the Bankruptcy Code, (i) the Tenant shall without further act or deed be deemed to have elected under Section 365(h)(1) of the Bankruptcy Code to remain in possession of the Leasehold for the balance of the term of the Ground Lease; (ii) any exercise or attempted exercise by the Tenant of a right to treat the Ground Lease as terminated under Section 365(h)(1) of the Bankruptcy Code shall be void; (iii) the Security Instrument shall not be affected or impaired by such rejection of the Ground Lease; and (iv) the Ground Lease shall continue in full force and effect in accordance with its terms, except that the Tenant shall have the rights conferred under Section 365(h)(1)(A)(ii) of the Bankruptcy Code.

(c) For purposes of Section 365(h) of the Bankruptcy Code, the term "possession" shall mean the right to possession of the Leasehold granted to the Tenant under the Ground Lease whether or not all or part of the Leasehold has been subleased.

(d) If the Tenant shall reject the Ground Lease pursuant to Section 365(a) of the Bankruptcy Code, the Landlord shall serve on the Beneficiary written notice of such rejection, together with a statement of all sums at the time due under the Ground Lease (without giving effect of any acceleration) and of all other defaults under the Ground Lease then known to the Landlord. The Beneficiary shall have the right, but not the obligation, to serve on the Landlord within thirty (30) days after service of the notice provided in the proceeding sentence, a notice that the Beneficiary elects to (i) assume the Ground Lease, and (ii) cure all defaults outstanding thereunder (x) concurrently with such assumption as to defaults in the payment of money, and (y) within sixty (60) days after the date of such assumption as to other defaults, except for defaults of the type specified in Paragraph 365(b)(2) of the Bankruptcy Code. If the Beneficiary serves such notice of assumption, then, as between the Landlord and the Beneficiary (i) the rejection of the Lease by the Tenant shall not constitute a termination of the Ground Lease, (ii) the Beneficiary may assume the obligations of the Tenant under the Ground Lease without any instrument or assignment of transfer from the Tenant, (iii) the Beneficiary's rights under the Ground Lease shall be free and clear of all rights, claims and encumbrances of or in respect of the Tenant, and (iv) the Beneficiary shall consummate the assumption of the Ground Lease and the payment of the amounts payable by it to the Landlord pursuant to this Paragraph at a closing to be held at the offices of the Landlord (or its attorneys) within thirty (30) days after the Beneficiary shall have served the notice of assumption hereinabove provided. Upon a subsequent assignment of the Ground Lease by the Beneficiary, the Beneficiary shall be relieved of all obligations and liabilities arising from and after the date of such assignment.

10. Notices. Any notice, request, demand, statement, authorization, approval, consent or acceptance made hereunder shall be in writing and shall be hand-delivered, sent by Federal Express or other reputable overnight courier service, in a Portable Document Format ("PDF") by electronic mail provided that if the sender received notice that the electronic mail is undeliverable, notice must be sent as otherwise provided in this Paragraph 11, or via certified first class mail, postage prepaid, return receipt requested, and addressed as follows if sent by courier service or certified mail:

If to Tenant:

AM Affordable Housing, Inc.
c/o Alan Furst
3109 Grand Avenue
PMB 447
Coconut Grove, Florida 33133

with a copy to:

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
Museum Tower
150 W. Flagler Street, Suite 2200
Miami, Florida 33130
Attention: Brian J. McDonough, Esq.
Email Address: bmcdonough@stearnsweaver.com

If to Landlord:

Miami-Dade County
c/o Miami-Dade Public Housing and Community Development
701 N.W. 1st Court, 16th Floor
Miami, Florida 33136
Attention: Director

with a copy to:

Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128
Attention: Shannon D. Summerset-Williams, Esq.
Email Address: sds2@miamidade.gov

If to Beneficiary:

Housing Finance Authority of Miami-Dade County, Florida
7855 NW 12th Street, Suite 202
Doral, Florida 33126
Attention: Executive Director

with copies to:

Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128
Attention: David Hope, Esq.
Email Address: dhope@miamidade.gov

JPMorgan Chase Bank, N.A.
Community Development Banking
100 North Tampa Street, Suite 3300
Mail Code: FL2-6001
Tampa, Florida 33602
Attention: Tammy Haylock-Moore, Executive Director

and

Grandbridge Real Estate Capital LLC
214 North Tryon Street, Suite 2000
Charlotte, North Carolina 28202
Attention: Loan Servicing

and

Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Attention: Executive Director

and

Seltzer Management Group, Inc.
17633 Ashley Drive, Building A
Panama City Beach, Florida 32413
Attention: Benjamin Johnson

If to Borrower:

AMC HTG 2, LTD.
3225 Aviation Avenue, Suite 602
Coconut Grove, Florida 33133
Attention: __________
Email Address: __________

with a copy to:

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
Museum Tower
150 W. Flagler Street, Suite 2200
Miami, Florida 33130
Attention: Brian J. McDonough, Esq.
Email Address: bmcdonough@stearnsweaver.com

If to Borrower's Limited Partner:

TCC Courtside II LLC
c/o Truist Community Capital, LLC
303 Peachtree Street, N.E., Suite 2200
Mail Code GA-ATL-0243
Atlanta, Georgia 30308

with a copy to:

Nixon Peabody LLP
Exchange Place
53 State Street
Boston, Massachusetts 02109
Attention: Nathan A. Bernard, Esq.
Email Address: nbernard@nixonpeabody.com

or to such other address as any party may designate by notice to the other parties.

11. **Successors and Assigns**. The provisions of this Agreement shall be binding upon and inure to the benefit of each party's respective successors and assigns. Until the end of the Compliance Period, the Borrower's limited partner shall be deemed a third-party beneficiary of this Agreement and it may not be amended without the prior consent of the Borrower's limited partner.

12. **Continued Effectiveness of this Agreement.** The terms of this Agreement, the subordination effected hereby, and the rights of the Beneficiary, and the obligations of the Landlord and the Tenant arising hereunder shall not be affected, modified or impaired in any manner or to any extent by: (a) any renewal, replacement, amendment, extension, substitution, revision, consolidation, modification or termination of or any of the Obligations; (b) the validity or enforceability of any document evidencing or securing the Obligations; (c) the release, sale, exchange or surrender, in whole or in part, of any collateral security, now or hereafter existing, for any of the Obligations; (d) any exercise or nonexercise of any right, power or remedy under or in respect of the Obligations; or (e) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission in respect of the Obligations, all whether or not any Landlord all have had notice or knowledge of any of the foregoing and whether or not it shall have consented thereto.

13. **Rights Among Beneficiaries**. Notwithstanding anything to the contrary contained herein, the provisions of this Agreement as between (a) the Governmental Lender, the Initial Funding Lender and Freddie Mac Seller/Servicer (collectively, the "**Senior Beneficiary**") and (b) the FHFC Lender, including, without limitation, the FHFC Lender's rights and remedies hereunder, shall at all times be subject and subordinate to rights and remedies of the Senior Beneficiary pursuant to that certain Subordination Agreement dated as of ___________, 2024 between THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (the "**Fiscal Agent**") as assignee of the Governmental Lender, and FHFC Lender (the **"Subordination Agreement**"). After any of the Security Instrument(s) have been satisfied, all provisions throughout this Agreement relating to the rights and duties of the Beneficiary of the satisfied Security Instrument, shall be of no further force and effect. Notwithstanding the foregoing, nothing in this Section 13 shall amend, modify or impair the rights and duties of Landlord and/or Tenant under this Agreement.

14. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

[Signature Pages Follow]

Doc #5021647.6

Executed as a sealed instrument under the laws of the state in which the real property described in Exhibit A is located, as of the date first above written.

Witnesses:	LANDLORD:
	MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida
____________________________ Print Name:_________________	
Address: ____________________________ ____________________________ ____________________________	By:______________________________ Name:____________________________ Title:_____________________________
____________________________ Print Name:_________________	
Address: ____________________________ ____________________________ ____________________________	

Approved as to form and legal sufficiency:

____
Assistant County Attorney

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ on notarization this ____ day of _______________, 2024, by _____________________, as ________________ of MIAMI-DADE COUNTY, a political subdivision of the State of Florida and a “public housing agency” as defined in the United States Housing Act of 1937 (42 USC 1437 et seq., as amended), who is personally known to me or has produced _____________________________, as identification.

____
Notary Public
State of Florida at Large
My Commission Expires:

LANDLORD SIGNATURE PAGE TO RECOGNITION, ATTORNMENT AND ASSENT TO LEASEHOLD MORTGAGE

TENANT:

AM AFFORDABLE HOUSING INC.
a Florida not-for-profit corporation

By:_______________________
Name:_____________________
Title:______________________

STATE OF FLORIDA)
) ss.:
COUNTY OF __________)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _______________, 20___ by _____________________, as ___________ of AM AFFORDABLE HOUSING INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced a valid driver's license as identification.

[Notary Seal]

____
Notary Public

TENANT SIGNATURE PAGE TO RECOGNITION, ATTORNMENT AND ASSENT TO LEASEHOLD MORTGAGE

Acknowledged and agreed to:

BORROWER/SUBTENANT:

AMC HTG 2, LTD.
a Florida limited partnership
By: AMC HTG 2 GP, LLC
a Florida limited liability company
its special limited partner

By:______________________________
Matthew Rieger, Manager

STATE OF FLORIDA)
) ss.:
COUNTY OF __________)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _______________, 20___ by Matthew Rieger, as manager of AMC HTG 2 GP, LLC, a Florida limited liability company, the special limited partner of AMC HTG 2, LTD. on behalf of the partnership, who is personally known to me or has produced a valid driver's license as identification.

[Notary Seal] ____
Notary Public

BORROWER/SUBTENANT SIGNATURE PAGE TO RECOGNITION, ATTORNMENT AND ASSENT TO LEASEHOLD MORTGAGE

GOVERNMENTAL LENDER:

HOUSING FINANCE AUTHORITY OF MIAMI-DAD
COUNTY, FLORIDA, a body corporate and politic organized and existing under the laws of the State of Florida

By:______________________________
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 ________________, 2024 ________________, as ________________ of HOUSING FINANCE AUTHORITY OF MIAMI-DADE COUNTY, FLORIDA, on behalf of the Authority, who is personally known to me or has produced a valid driver's license as identification.

[Notary Seal]

____
(Name typed, printed or stamped)
(Title or rank)
(Serial number, if any)

GOVERNMENTAL LENDER SIGNATURE PAGE TO RECOGNITION, ATTORNMENT ANDASSENT TO LEASEHOLD MORTGAGE

INITIAL FUNDING LENDER:

JPMORGAN CHASE BANK, N.A., a national banking association

By:______________________________
Tammy Haylock-Moore, Authorized Officer

STATE OF FLORIDA)
SS:
COUNTY OF)

The foregoing instrument was acknowledged before me by means of ❑ physical presence or ❑ online notarization, this _____ of _______________, 20___ by Tammy Haylock-Moore, Authorized Officer, who is personally known to me or who has produced a valid driver's license as identification.

[Notary Seal]

____
Notary Public

INITIAL FUNDING LENDER SIGNATURE PAGE TO RECOGNITION, ATTORNMENT AND ASSENT TO LEASEHOLD MORTGAGE

FREDDIE MAC SELLER/SERVICER:

GRANDBRIDGE REAL ESTATE CAPITAL LLC, a North Carolina limited liability company

By:______________________________
Name:____________________________
Title:____________________________

STATE OF)
SS:
COUNTY OF)

The foregoing instrument was acknowledged before me by means of ❑ physical presence or ❑ online notarization, this _____ of ________________, 20___ by _____________, _____________ of GRANDBRIDGE REAL ESTATE CAPITAL LLC, on behalf of the company, who is personally known to me or who has produced a valid driver's license as identification.

[Notary Seal]

____
(Name typed, printed or stamped)
(Title or rank)
(Serial number, if any)

FREDDIE MAC SELLER/SERVICER SIGNATURE PAGE TO RECOGNITION, ATTORNMENT AND ASSENT TO LEASEHOLD MORTGAGE

FHFC LENDER:

FLORIDA HOUSING FINANCE CORPORATION, public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida

By:______________________________
Melissa Levy, Managing Director of Multifamily Programs

STATE OF FLORIDA)
SS:
COUNTY OF LEON)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of ________________, 2024 by Melissa Levy, as Managing Director of Multifamily Programs of FLORIDA HOUSING FINANCE CORPORATION, on behalf of the Corporation, who is personally known to me or has produced a valid driver's license as identification.

[Notary Seal]

____
(Name typed, printed or stamped)
(Title or rank)
(Serial number, if any)

FHFC LENDER SIGNATURE PAGE TO RECOGNITION, ATTORNMENT ANDASSENT TO LEASEHOLD MORTGAGE

Exhibit A

Legal Description

Document prepared by:
Office of City Attorney
444 S.W. 2nd Avenue, Suite 945
Miami, FL 33130-1910

Return Recorded Copy to:
City of Miami
Office of Zoning, Attn.:
Zoning Administrator
444 S.W. 2nd Avenue, 2nd
Floor Miami, FL 33130-1910

Folio Nos: 01-3136-094-0010; 01-3136-094-0015
01-3136-064-0020; 01-3136-064-0010

Reserved for Recording

COVENANT IN LIEU OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENT that the undersigned, Miami-Dade County, a political subdivision of the State of Florida (hereinafter, the "**County**"), and the Southeast Overtown/Park West Community Redevelopment Agency, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (hereinafter, the "**SEOPW CRA**"; and together with the County, the "**Parties**"), hereby make, declare, and impose on the land herein described, this Covenant in Lieu of Unity of Title (this "**Declaration**"), and the covenants running with the title to the land contained herein, which shall be binding on the County, the SEOPW CRA, and all of their respective heirs, grantees, successors, assigns, personal representatives, and upon all mortgagees, lessees, and all others presently or in the future claiming any interest in the Property (as defined herein), as described below.

WHEREAS, the County is the fee simple owner of the property under folio numbers 01-3136-094-0010; 01-3136-094-0015; 01-3136-064-0020, located in Miami, Florida more particularly described on Exhibit "A" attached hereto and incorporated herein (the "**County Property**"); and

WHEREAS, the SEOPW CRA is the fee simple owner of that certain property under Folio No. 01-3136-064-0010, located in Miami, Florida, more particularly described on Exhibit "B" attached hereto and incorporated herein (the "**SEOPW Property**"); and

WHEREAS, the County Property and the SEOPW Property are collectively referred to herein as the "**Property**", as more particularly described on Exhibit "C" attached hereto and incorporated herein.

WHEREAS, the County and the SEOPW CRA are executing this Declaration to unify the Property solely for zoning purposes.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agrees as follows:

1. <u>Recitals</u>. The above recitals and findings set forth in the preamble of this Declaration are true and correct and are hereby adopted by reference and incorporated herein as if fully set forth in this Section.

2. <u>Use of Property</u>. The Parties hereby agree and declare that (i) for the purpose of this Declaration, the Property shall be considered as one plot and parcel of land, and (ii) so long as this instrument shall remain in effect, any and all conveyances or transfers of all or any portion of the Property by the Parties, their heirs, grantees, successors, assigns, or personal representatives shall be subject to the terms and restrictions of this Declaration as if any such heir, grantee, successor, assign, or personal representative were a party hereto or a signatory hereof, and no other purpose whatsoever. The SEOPW CRA shall retain all development rights attributable to the SEOPW Property. The County shall retain all development rights attributable to the County Property. For the avoidance of doubt, this Declaration does not, and shall not be deemed to, provide for the transfer of density, floor area, or any other development rights from the County Property to the SEOPW Property or from the SEOPW Property to the County Property.

3. <u>Term of Declaration</u>. The provisions of this Declaration shall become effective upon their recordation in the Public Records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the (i) then-owner(s) of the Property (or if any portion of the Property has been submitted to the condominium form of ownership, then by the association established to operate the condominium in lieu of all of the owners thereof) AND (ii) the Zoning Administrator and Directors of the Departments of Resilience and Public Works, Planning, and Building of the City of Miami, subject to the approval of the City Attorney as to legal form and correctness, or their respective designees or successors, upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Property for the purposes herein intended.

4. <u>Covenant Running with the Land</u>. This Declaration, once approved for legal form and sufficiency by the City Attorney, and accepted by the City of Miami, or the respective designees, shall run with the land and be binding upon the heirs, grantees, successors, personal representatives and assigns, and upon all owners, future owners, mortgagees, lessees and others presently or in the future having any interest in the Property.

5. <u>Amendments, Modifications, Releases</u>. The provisions of this Declaration may be amended, modified, or released by a written instrument executed by the (i) then-owner(s) of the Property (or if any portion of the Property has been submitted to the condominium form of ownership, then by the association established to operate the condominium in lieu of all of the owners thereof), (ii) the Lessee, (iii) the Sublessee and (iv) the Zoning Administrator and Directors of the Departments of Resilience and Public Works, Planning, and Building of the City

of Miami, subject to the approval of the City Attorney as to legal form and correctness, or their respective designees or successors upon the demonstration and affirmative finding that the Covenant is no longer necessary to preserve and protect the Property for the purposes herein intended. All amendments, modifications, or releases of this Declaration shall be executed in the manner enumerated in this section and shall be recorded in the Public Records of Miami-Dade County, Florida in order for the amendment, modification, or release to be valid and effective.

6. Termination. Subject to the terms of that certain Ground Lease between the County and Mourning Family Foundation, Inc. f/k/a Alonso Mourning Charities, Inc (the "**Developer**"), dated December 19, 2008, which such lease has been amended by those certain Amendments to Ground Lease, dated December 13, 2012, Second Amendment to Ground Lease, dated August 26, 2013, Third Amendment to Ground Lease, dated October 23, 2013, Fourth Amendment to Ground Lease, dated November 28, 2016, Fifth Amendment to Ground Lease, dated September 17, 2018, and Sixth Amendment to Ground Lease, dated November 2, 2020 (collectively the "**Lease**"), in the event the Developer does not comply with the terms of the Lease, including but not limited to obtaining a building permit or Certificate of Occupancy as set forth therein, subject to any and all cure rights contained within the Lease, the County shall have the right upon written notice to the City of Miami, the SEOPW CRA, and the Developer to terminate this Covenant at the County's sole discretion.

7. Inspection and Enforcement. It is understood and agreed that any official inspector of the City of Miami may have the right at any time during normal business hours to enter upon the Property for the purpose of investigating the use of the Property and for determining whether the conditions of this Declaration are being complied with. Enforcement of this Declaration shall be by action against the parties to this Declaration or persons violating or attempting to violate any covenants in this Declaration or the then owner(s) at the time the violation is committed. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both. The violations may also be enforced by City Code, Chapter 2, Article X, titled Code Enforcement.

8. Severability. Invalidation of any of these covenants by judgment of a court shall not affect any of the other provisions, which shall remain in full force and effect.

9. Cumulative and Waiver. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedy, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies, or privileges as may be available to it.

10. Declaration Binding on Subsequent Owners. The Parties to this Declaration and each of the subsequent owners shall be bound by the terms, provisions, and conditions of this Declaration. Further, except for sales to condominium owners, the Parties agree to execute and deliver, in recordable form, an instrument to be known as an "easement and operating agreement" which shall include, to the extent applicable, but is not limited to:

(i) Easements in the common area of each parcel for ingress to and egress from the other parcels;

(ii) Easements in the common area of each parcel for the passage and parking of vehicles;

(iii) Easements in the common area of each parcel for the passage and accommodation of pedestrians;

(iv) Easements for access roads across the common area of each parcel to public and private roadways;

(v) Easements for the installation, use, operation, maintenance, repair, replacement, relocation, and removal of utility facilities in appropriate areas in each such parcel;

(vi) Easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;

(vii) Easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement, and removal of common construction improvements such as footing, supports, and foundations;

(viii) Easements on each parcel for attachment of buildings;

(ix) Easements on each parcel for building overhangs and other overhangs and projections encroaching upon such parcel from adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls, and the like;

(x) Appropriate reservation of rights to grant easements to utility companies;

(xi) Appropriate reservation of rights to road rights-of-way and curb cuts;

(xii) Easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads;

(xiii) Appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas, common facilities, and the like; and

The "Easement and Operating Agreement" shall be recorded by the County and a copy furnished to the Zoning Administrator and Directors of the Departments of Resilience and Public Works, Planning, and Building of the City of Miami, or their respective designees or successors. These instruments or portions may be waived if approved by each of the directors of Resilience and Public Works, Planning, and Building Departments, as well as the Office of Zoning, or their respective designees, if the provisions are inapplicable to the subject Property. Such provision may be modified or amended by such parties (or the applicable association governing such parties) without approval or joinder by the directors, or their designees, if it will be constructed, conveyed and operated in accordance with an approved site plan for the Property.

11. Counterparts/Electronic Signature. This Declaration may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Declaration.

12. Recordation. This Declaration will be e-recorded by the City of Miami, at the County's expense, in the public records of Miami-Dade County, Florida upon full execution.

[Signature Page(s) to Follow]

Signed, witnessed, executed and acknowledged this _____day of _______, 2024.

WITNESSES:

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

____

_

Print Name

By:____________________________________

Mayor or Designee

____

_

Print Name

Attest:

JUAN FERNANDEZ-BARQUIN
Clerk of the Court and Comptroller

By:____________________________________

Deputy Clerk

Date:__________________________________

Approved as to form and legal sufficiency:

By:______________________________________

Shannon D.
Summerset-Williams
Assistant County Attorney

WITNESSES:

Signature:____________________________
Print Name

Signature:____________________________
Print Name

SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356 Florida Statutes

By:___________________________________
Name: James McQueen
Title: Executive Director

Approved for legal sufficiency;
By:__________________________________

STATE OF FLORIDA)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _______________, 2024, by James McQueen, the Executive Director of SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes. Personally Known ☐ or Produced Identification ☐.

Type of Identification Produced ____

____

Print or Stamp Name: ______________
Notary Public, State of _____________
Commission No.: __________________
My Commission Expires: ____________

CITY OF MIAMI:

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

____
VICTORIA MÉNDEZ, ESQ.
City Attorney

APPROVED:

____
DANIEL S. GOLDBERG, ESQ.
Zoning Administrator

APPROVED:

____
LAKISHA HULL
Planning Director

APPROVED:

____
ASAEL MARRERO, RA, RID, AIA, ICC
Director
Building Department

APPROVED:

____
JUVENAL SANTANA, JR., P.E, CFM
Director
Department of Resilience and Public Works

JOINDER AND CONSENT OF LENDER

The undersigned, CITIBANK, N.A. a national banking association, ("Mortgagee") hereby certifies that Mortgagee is the holder of a mortgage, lien, or other encumbrance upon the Property described in the foregoing Easement and Operating Agreement (the "Agreement"), and that Mortgagee hereby joins in and consents to the Agreement and agrees that its mortgage, lien, or other encumbrance, which is recorded in Official Records Book 29552, Page 1513 of the Public Records of Miami-Dade County, Florida, shall be and hereby is subordinated to the Agreement.

Signed, sealed and delivered in the presence of:

CITIBANK, N.A., a national banking corporation

By: ____________________________
Name: __________________________
Title: ___________________________

____
Witness (print name): ______________

____
Witness (print name): ______________

STATE OF ______________)
COUNTY OF ____________)

The foregoing instrument was acknowledged before me by means of [ ] physical presence OR [ ] online notarization, this _________________ day of _______________, 2024, by _____ as _______________of ________________________________. [ ] Personally Known to me or [ ] Produced

Identification. Type of Identification Produced ____________________________

____

Print or Stamp Name: _________
Notary Public, State of ________
Commission No.: ____________
My Commission Expires: ______

ACTIVE 695278422v2

JOINDER BY MORTGAGEE

The undersigned, U.S. BANK TRUST COMPANY, a national association, as Trustee, under that certain Assignment of Security Instrument and Loan Documents (the "Mortgage") dated June 28, 2022, recorded in Official Records Book 33281, Page 1493, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Agreement does hereby acknowledge that the terms of the Agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this ____________ day of ____, 2024.

U.S. BANK TRUST COMPANY, a national association, as Trustee

By: ______________________________________
Name: ________________________________
Title: ____
Address:
[lender address]

STATE OF ______________)
COUNTY OF ____________)

The foregoing instrument was acknowledged before me by means of [ ] physical presence OR [ ] online notarization, this _________________ day of _______________, 2024, by _____ as _______________of ________________________________. [ ] Personally Known to me or [ ] Produced

Identification. Type of Identification Produced ____________________________

____

Print or Stamp Name: _________
Notary Public, State of ________
Commission No.: ____________
My Commission Expires: ______

JOINDER BY MORTGAGEE

The undersigned, Affordable Lending Company, LLC, as Mortgagee under that certain Leasehold Mortgage and Security Agreement and Assignment of Leases (the "Mortgage") dated March 24, 2015, recorded in Official Records Book 29552, Page 1519, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Agreement does hereby acknowledge that the terms of the Agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this ____________ day of ______________, 2024.

Affordable Lending Company, LLC

By: _______________________________________
Name: ______________________________
Title: _____________________________________
Address:
[lender address]

STATE OF ______________)
COUNTY OF ____________)

The foregoing instrument was acknowledged before me by means of [ ] physical presence OR [ ] online notarization, this ________________ day of ______________, 2024, by _____ as _______________of ______________________________. [ ] Personally Known to me or [ ] Produced

Identification. Type of Identification Produced ___________________________

____

Print or Stamp Name: _________
Notary Public, State of ________
Commission No.: ___________
My Commission Expires: _____

ACTIVE 695278422v2

JOINDER BY MORTGAGEE

The undersigned, **Miami-Dade County,** as Mortgagee under that certain Leasehold Multifamily Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (the "Mortgage") dated March 24, 2015, recorded in Official Records Book 29552, Page 1432, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Agreement does hereby acknowledge that the terms of the Agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this ___ day of ____________________, 2024.

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

By: ____
Name: ________________________________
Title: ____
Address:
[lender address]

STATE OF ______________)
COUNTY OF ____________)

The foregoing instrument was acknowledged before me by means of [ ] physical presence OR [ ] online notarization, this _________________ day of _______________, 2024, by _____ as ________________of ________________________________. [ ] Personally Known to me or [ ] Produced

Identification. Type of Identification Produced ____________________________

____

Print or Stamp Name: _________
Notary Public, State of ________
Commission No.: ____________
My Commission Expires: ______

JOINDER BY LESSEE

The undersigned, Mourning Family Foundation, Inc., as Lessee under that certain Ground Lease (the "Ground Lease") dated March 24, 2015, recorded in Official Records Book 29552, Page 1320, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Agreement does hereby acknowledge that the terms of the Agreement are and shall be binding upon the undersigned and its successors in title.

WITNESSES:	**LESSEE**
_____________________________ Signature	Mourning Family Foundation, Inc, a Florida corporation, f/k/a Alonzo Mourning Charities, Inc.
_____________________________ Print Name	
_____________________________ Signature	By: ________________________
_____________________________ Print Name	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 _, 2024 by ______ as ______________ of Mourning Family Foundation, Inc, a Florida corporation, f/k/a Alonzo Mourning Charities, Inc., on behalf of such corporation, and who is ☐ personally known to me or who ☐ has produced ______________ ______________________________ as identification and who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed as such officer for the purposes therein expressed and who did (did not) take an oath.

Witness my signature and official seal this _ day of ____________, A.D., 2024.

____

Notary Public, State of Florida

My Commission Expires:

ACTIVE 695278422v2

JOINDER BY SUB-LESSEE

The undersigned, AMC HTG 1, Ltd., as Sub-lessee under that certain Sublease Agreement (the "Sublease Agreement") dated March 24, 2015, recorded in Official Records Book 29552, Page 1325, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Agreement does hereby acknowledge that the terms of the Agreement are and shall be binding upon the undersigned and its successors in title.

WITNESSES:

____
Signature

____
Print Name

____
Signature

____
Print Name

SUB-LESSEE

AMC HTG 1, Ltd., a Florida limited liability partnership

By: AMC HTG 1 GP, LLC., a Florida Limited Liability Company, its Managing General Partner

By: ________________________
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 _________, 2024 by ________________ as ______________of AMC HTG 1 GP, LLC., a Florida limited liability company, as Managing General Partner of AMC HTG 1, Ltd., a Florida limited liability partnership, and who is ☐ personally known to me or who ☐ has produced __________________________ as identification and who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed as such officer for the purposes therein expressed and who did (did not) take an oath.

Witness my signature and official seal this ____ day of ______________, A.D., 2024.

____
Notary Public, State of Florida

My Commission Expires:

EXHIBIT "A"

COUNTY PROPERTY LEGAL DESCRIPTION

ALL OF TRACT 10, "TOWNPARK SUBDIVISION 4 U.R. PROJECT FLORIDA R-10", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87 AT PAGE 52 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; INCLUSIVE OF THAT PORTION OF SAID TRACT 10 RE-PLATTED AS TRACT "A", COURTSIDE APARTMENTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171 AT PAGE 71 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS AND EXCEPT THEREFROM THAT PORTION OF TRACT 10 CONVEYED FROM THE CITY OF MIAMI TO THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY IN OFFICIAL RECORDS BOOK 28222 AT PAGE 4315, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LAND LYING IN AND BEING IN SECTION 36, TOWNSHIP 53 SOUTH, RANGE 41 EAST, CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT “B”

SEOPW PROPERTY LEGAL DESCRIPTION

TRACT 9 OF TOWNPARK SUBDIVISION 4, U.R PROJECT FLA. R-10, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87, AT PAGE 52 OF THE PUBLIC RECORDS OF MIAMI- DADE COUNTY, FLORIDA;

AND

A PORTION OF TRACT 10 OF TOWNPARK SUBDIVISION 4, U.R PROJECT FLA. R-10, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87, AT PAGE 52 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT 10; THENCE SOUTH 87°49'21" WEST ALONG THE SOUTH LINE OF SAID TRACT 10 FOR 170.98 FEET; THENCE NORTH 03°21'00" WEST FOR 70.02 FEET; THENCE NORTH 87°49'22" EAST FOR 50.98 FEET; THENCE NORTH 03°21'00" WEST FOR 125.60 FEET; THENCE NORTH 87°43'20" EAST FOR 120.00 FEET TO A POINT ON THE EAST LINE OF THE AFORESAID TRACT 10; THENCE SOUTH 03°21'00" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF N.W. 3RD AVENUE, THE SAME BEING THE EAST LINE OF TRACT 10 FOR 195.83 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"

PROPERTY LEGAL DESCRIPTION

All OF TRACTS 9 AND 10, "TOWNPARK SUBDIVISION 4 U.R. PROJECT FLORIDA R-10", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87 AT PAGE 52 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; INCLUSIVE OF THAT PORTION OF SAID TRACT 10 RE-PLATTED AS TRACT "A", COURTSIDE APARTMENTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171 AT PAGE 71 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LAND LYING IN AND BEING IN SECTION 36, TOWNSHIP 53 SOUTH, RANGE 41 EAST, CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA.

This instrument was prepared by
and after recording return to:

Name: Ryan D. Bailine, Esq.
Address: Greenberg Traurig, P.A.
333 S.E. 2nd Avenue
Miami, Florida, 33131

(Space Reserved For Recorder's Use Only)

EASEMENT AND OPERATING AGREEMENT

THIS EASEMENT AND OPERATING AGREEMENT (this "Agreement") is made and entered into this ______ day March, 2024, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County") whose address is 111 NW 1st Street Miami, Florida 33128 29th Floor Attention: County Mayor, and the SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes ("the "CRA") whose address is 819 NW 2nd Avenue Third Floor Miami, Florida 33136 Attention: Executive Director (The County and the CRA are collectively referred to as the "Declarant").

R E C I T A L S:

A. The County is the owner of that certain land more particularly described on Exhibit "A" lying and situated in Miami-Dade County, Florida (the "County Property").

B. The CRA is the owner of that certain land adjacent to the County Property more particularly described on Exhibit "B" lying and situated in Miami-Dade County, Florida (the "CRA Property").

C. The County Property and the CRA Property as more particularly described on Exhibit "C" attached hereto (collectively the "Property") is subject to that certain instrument entitled *Declaration of Restrictive Covenant in Lieu of Unity of Title* by and between the County and the CRA dated [____________ __, 2024] and recorded on [___________ __, 2024] in Official Records Book [______], at Page [_________] of the Public Records of Miami-Dade County, Florida (as amended, restated, supplemented, and replaced from time to time, the "Covenant").

D. Declarant intends to cause the Property to be developed with a multi-phased mixed use project (herein, the "Project"), and may wish to convey portions of the Property to multiple owners and/or make various improvements now or hereafter constructed thereon from time to time.

E. The Covenant provides, *inter alia*, that the Property will be considered as one plot and parcel of land for zoning purposes, and that no portion or parcel shall be sold, assigned, devised or transferred unless all conditions of the Covenant are strictly complied with. The Covenant further provides that Declarant will fully comply with all the provisions set forth in Section

7.7.1.5(f) of the of the City of Miami Code of Ordinances (the "Code"), together with the Covenant.

F. The Code requires, *inter alia*, the execution and recordation of an Easement and Operating Agreement in connection with the conveyance of portions of the Property, the purpose of which is to ensure that, although the Property may have multiple owners, it will be maintained and operated as a single development site for zoning purposes.

G. Declarant desires to enter into this Agreement consistent with the terms and conditions set forth in the Code and the Covenant. Accordingly, this Agreement is (and shall be deemed to be) the "Easement and Operating Agreement" required by the Code and the Covenant for all purposes thereof.

NOW THEREFORE, in consideration of the premises, Declarant hereby declares as follows:

1. **Recitals**. The above recitals are true and correct and incorporated herein by this reference.

2. **Access Easement**. Subject to the other terms and conditions of this Agreement, Declarant hereby reserves for itself, and grants to long-term ground lease tenants and/or owners of fee simple title to any portion of the Property (individually, an "Owner", and collectively, the "Owners"), a perpetual, non-exclusive easement over, upon and across (i) sidewalks for pedestrian access, and (ii) paseos, streets, roads, driveways and access roads now or hereafter constructed and located on the ground level of the Property, for pedestrian and vehicular ingress and egress necessary or legally required for the use of the various improvements comprising the Project owned by such Owner for their respective intended purposes, subject to such reasonable limitations as shall be imposed by Declarant and/or the Owner of the burdened portion of the Property (collectively, the "Access Easement"). The Access Easement shall be an easement appurtenant to the portions of the Property benefitted thereby and shall be deemed for the benefit of Declarant, the Owner of such benefitted portions of the Property, and each of their respective successors and/or assigns and Permitted Users (defined below). Notwithstanding the foregoing, portions of the Access Easement may be restricted for the exclusive or primary use by one or more Owner(s) and its or their Permitted Users (to the exclusion of the other Owners and their Permitted Users) so long as each Owner is provided with legal access to its respective portion of the Project. As used in this Agreement, "Permitted User" shall mean any person who occupies a portion of the Property with the permission of an Owner, including, without limitation, tenants, guests, licensees, employees, customers, business invitees and personal invitees, together with any property manager engaged for the management and operation of the Project and its employees, contractors, vendors, agents and other designees.

3. **Utility Easement County Property**. Subject to the other terms and conditions of this Agreement and approval of the Miami-Dade County Board of County Commissioners the "Board"), the County hereby reserves for itself, and grants to each Owner of a portion of the County Property, a perpetual, non-exclusive easement in, to, over and across unimproved portions of the County Property for the installation, operation, maintenance, repair, relocation, replacement and removal of utility lines and facilities necessary or legally required for the use of the various

improvements constructed from time to time on the County Property owned by such Owner for their respective intended purposes, subject to such reasonable limitations as shall be imposed by the County and/or the Owner of the burdened portion of the County Property (collectively, the "County Utility Easement"). Subject to the Board's approval, the County Utility Easement may include the right to grant easements to utility providers for the installation and maintenance of such utility lines and facilities and, to the extent such easements are located within another Owner's portion of the County Property, such other Owner shall join in the granting of such easements provided the same is without cost, expense or liability to such joining party and subject to the limitations set forth above. In the event the Board approves such County Utility Easement, such easement shall be an easement appurtenant to the portions of the County Property benefitted thereby and shall be deemed for the benefit of the County, the Owner of such benefitted portions of the County Property, and each of their respective successors and/or assigns. Any Owner (or its utility provider) installing, operating, maintaining, repairing, relocating, replacing or removing utility lines or facilities on any other Owner's portion of the County Property shall repair any damage to such portion of the Property caused by such actions.

4. **Utility Easement CRA Property**. Subject to the other terms and conditions of this Agreement, the CRA hereby reserves for itself, and grants to each Owner of a portion of the CRA Property, a perpetual, non-exclusive easement in, to, over and across unimproved portions of the CRA Property for the installation, operation, maintenance, repair, relocation, replacement and removal of utility lines and facilities necessary or legally required for the use of the various improvements constructed from time to time on the CRA Property owned by such Owner of a portion if the CRA Property for their respective intended purposes, subject to such reasonable limitations as shall be imposed by the CRA and/or the Owner of the burdened portion of the CRA Property (collectively, the "CRA Utility Easement"). The CRA Utility Easement shall include the right to grant easements to utility providers for the installation and maintenance of such utility lines and facilities and, to the extent such easements are located within another Owner's portion of the CRA Property, such other Owner shall join in the granting of such easements provided the same is without cost, expense or liability to such joining party and subject to the limitations set forth above. The CRA Utility Easement shall be an easement appurtenant to the portions of the CRA Property benefitted thereby and shall be deemed for the benefit of the CRA, the Owner of such benefitted portions of the CRA Property, and each of their respective successors and/or assigns. Any Owner (or its utility provider) installing, operating, maintaining, repairing, relocating, replacing or removing utility lines or facilities on any other Owner's portion of the CRA Property shall repair any damage to such portion of the Property caused by such actions.

5. **Construction Easement CRA Property**. Subject to the other terms and conditions of this Agreement, the CRA hereby reserves for itself, and grants to each Owner of a portion of the CRA Property, a temporary, non-exclusive access easement over, under and across unimproved portions of the CRA Property in order to allow the CRA and each such Owner of a portion of the CRA Property the ability (i) to construct the improvements on and within its portion of the Project located on the CRA Property, and (ii) to install, maintain, repair, replace and remove any common improvements required for the Project located on the CRA Property, including, but not limited to, footings, supports and foundations, subject to such reasonable limitations as shall be imposed by the CRA and/or the Owner of the burdened portion of the CRA Property (collectively, the "CRA Construction Easement"). The CRA Construction Easement shall commence, from time to time

with respect to each portion of the Project to be constructed by the Owner thereof on the CRA Property, on the date the use of such easement is necessary for the performance of the applicable construction activities, and shall automatically terminate upon completion of such improvements by such Owner without further action by the CRA or any other Owner. The CRA Construction Easement shall be an easement appurtenant to the portions of the CRA Property benefitted thereby and shall be deemed for the benefit of the CRA, the Owner of such benefitted portions of the CRA Property, and each of their respective successors, assigns, contractors, subcontractors, consultants and agents. The CRA Construction Easement shall not include any rights or easements with respect to the County Property.

6. **Encroachment/Support Easements County Property**. The County hereby reserves for itself and grants to each Owner of a portion of the County Property, a perpetual easement over, upon and across the County Property for encroachments for building overhangs, other overhangs and projections encroaching onto another Owner's portion of the County Property from an adjoining Owner's portion of the County Property (the "County Encroachment Easement"). The County Encroachment Easement shall be an easement appurtenant to the portions of the County Property benefitted thereby and shall be deemed for the benefit of County, the Owner of such benefitted portions of the County Property, and each of their respective successors and/or assigns. The County Encroachment/Easement shall not include any rights or easements over the CRA Property.

7. **Encroachment/Support Easements CRA Property**. The CRA hereby reserves for itself and grants to each Owner of a portion of the CRA Property, a perpetual easement over, upon and across the CRA Property for encroachments for building overhangs, other overhangs and projections encroaching onto another Owner's portion of the CRA Property from an adjoining Owner's portion of the CRA Property (the "CRA Encroachment Easement"). The CRA Encroachment Easement shall be an easement appurtenant to the portions of the CRA Property benefitted thereby and shall be deemed for the benefit of CRA, the Owner of such benefitted portions of the CRA Property, and each of their respective successors and/or assigns. The CRA Encroachment/Easement shall not include any rights or easements over the County Property.

8. **Curb Cuts County Property**. The County hereby reserves for itself and its successors and assigns, the right to create and/or dedicate, as necessary and appropriate, right of ways and curb cuts for public and/or private use on, over and across the County Property, subject to approval by the City of Miami Public Works Department.

9. **Curb Cuts CRA Property**. The CRA hereby reserves for itself and its successors and assigns, the right to create and/or dedicate, as necessary and appropriate, right of ways and curb cuts for public and/or private use on, over and across the CRA Property, subject to approval by the City of Miami Public Works Department.

10. **Parking Easement**. The County hereby grants to the CRA and its successors owning the CRA Property an easement and right to utilize forty five (45) parking spaces located on that portion of the County Property more particularly described on Exhibit D attached hereto (the "HTG Leasehold Property") to be developed by ("HTG") pursuant to the terms of that certain lease between the County and HTG dated December 19, 2008 (the "HTG Ground Lease") as amended.

11. **Site Plan**. The County and the CRA agree that during the term of the HTG Ground Lease HTG the HTG Leasehold Property shall be developed substantially in accordance with the site plan prepared by Corwil Architects dated July 11, 2022 under job number Warrant PZ-22-12058 (the "Site Plan") as same may be revised from time to time with the approval of the County in accordance with the terms of the HTG Ground Lease.

12. **Storm Water Drainage**. The County and the CRA covenant and agree that all storm water drainage with respect to the County Property shall be retained on the County Property and all storm water drainage with respect to the CRA Property shall be retained on the CRA Property.

13. **Master Agreements**. Notwithstanding anything contained herein to the contrary, the easements established by this Agreement with respect to the County Property may be further defined in and shall be subject to the terms, conditions, restrictions and limitations of that certain Ground Lease between the County and Mourning Family Foundation, Inc. f/k/a Alonso Mourning Charities, Inc, dated December 19, 2008, which such lease has been amended by those certain Amendment to Ground Lease, dated December 13, 2012, Second Amendment to Ground Lease, dated August 26, 2013, Third Amendment to Ground Lease, dated October 23, 2013, Fourth Amendment to Ground Lease, dated November 28, 2016, Fifth Amendment to Ground Lease, dated September 17, 2018, and Sixth Amendment to Ground Lease, dated November 2, 2020, Declaration of Covenants, Restrictions and Easements for Courtside Apartments, Phase II and/or other agreements filed or to be filed of public record in Miami-Dade County, Florida with respect to the County Property (as amended, restated, supplemented and replaced from time to time, the "County Master Agreements"), and any and all rules, regulations, guidelines, criteria and other requirements contained therein or promulgated thereunder with respect to the County Property. Some or all of the rights, obligations and responsibilities of the County and the Owners under this Agreement with respect to the County Property may be delegated to, assumed by and/or regulated by a master association, for-profit entity and/or other regime established or otherwise responsible under the County Master Agreements for the governance of the County Property or certain portions thereof (including without limitation certain areas and/or facilities within the Project located on the County Property that are shared by more than one Owner or portion of the Project or located in one portion of the County Property but used exclusively by another Owner or portion of the Project located on the County Property), either in conjunction with County Property in lieu of the County or any other Owner, to facilitate the development, maintenance, management, operation and use of the Project or the applicable portion thereof located on the County Property.

14. **Run with the Land**. The rights and easements granted and the covenants in this Agreement shall run with the land and shall inure to the benefit of, and be binding upon every Owner, their respective successors and/or assigns, and all persons claiming under them and all Owners. Notwithstanding the foregoing, no Permitted User shall acquire any enforceable rights under this Agreement. In exercising the easement and other rights contained in this Agreement, an Owner benefitted by such easement and rights shall use reasonable efforts to minimize any interference with the use, access or operation of any other Owner or its Permitted Users of its portion of the Property, and shall not impede or unreasonably interfere with such use, access or operation. Nothing contained herein shall be deemed to be a dedication, conveyance or grant to the public in general nor to any persons or entities, except as expressly set forth in this Agreement.

15. **Term**. This Agreement shall become effective upon recordation in the Public Records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time the term of this Agreement shall be extended automatically for successive periods of ten (10) years each, unless sooner released in writing pursuant to Section 16.a. of this Agreement. In the event the Covenant is terminated, this Agreement shall also be deemed terminated in its entirety, and all parties shall be released from their respective obligations and liabilities under this Agreement, and pursuant to Section 16.a. of this Agreement.:

16. **Miscellaneous**.

a. Amendment/Release. Subject to the other provisions of this Agreement, the provisions of this Agreement shall not be amended, modified, revised or released except by a written agreement executed by each Owner, with joinder by all Lessees and Sublessees as well as mortgagees, if any, the County by and through the Miami-Dade Board of County Commissioners, and approval of the City Attorney of the City of Miami, Florida or his/her designee or successor, including any successor office having jurisdiction over such matters. Further, no modification or amendment shall be effective unless in writing and recorded in the Public Records of Miami-Dade County, Florida.

b. Construction. The section headings that appear in this Agreement are for purposes of convenience of reference only and are not to be construed as modifying, explaining, restricting or affecting the substance of the sections in which they appear. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

c. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to the persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

d. Governing Law and Venue. This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida. Any dispute arising under, in connection with or related to this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Miami-Dade County, Florida.

- SIGNATURE PAGES FOLLOW -

IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above written.

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

ATTEST:

JUAN FERNANDEZ-BARQUIN
Clerk of the Court and Comptroller

By:______________________________
Deputy Clerk

Date:______________________

By:________________________________
Mayor or Designee

Approved as to form and legal sufficiency

By:________________________________
Shannon D. Summerset-Williams
Assistant County Attorney

IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Southeast Overtown/Park West Community Redevelopment Agency, a public agency and body politic created pursuant to Section 163.356, Florida Statutes

____
Witness (print name): ___________________

By: _______________________________
James McQueen
Executive Director

____
Witness (print name): ___________________

____
approve for legal sufficiency

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

The foregoing instrument was acknowledged ☐ in person or ☐ by online notarization before me this ___ day of _________, 2024 by James McQueen, as Executive Director of the Southeast Overtown/Park West Community Redevelopment Agency, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes, on behalf of the agency. He is personally known to me or presented ___________________________ as identification and who did not take an oath.

____
Notary Public, State of Florida

____
Print Name

NOTARY SEAL/ STAMP

CONSENT

The undersigned, as the ______________________ of the ________________________ Department of the City of Miami, consents to the foregoing Easement and Operating Agreement (the "Agreement"), and acknowledges and agrees that: (i) the foregoing Agreement complies with and satisfies the requirements of the Covenant and the Code, each as referenced in the Recitals to the Agreement, and (ii) upon recordation of the Agreement in the Public Records of Miami-Dade County, Florida, portions of the Property may be conveyed and/or encumbered separately without the necessity of subdivision or replat.

City of MIAMI, a Florida municipal corporation

By: ____
Name: ______________________________________
Title: _______________________________________

ATTEST:

By: __________________________________
Todd B. Hannon, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

____
Victoria Mendez, City Attorney for the City of Miami

JOINDER AND CONSENT OF LENDER

The undersigned, CITIBANK, N.A. a national banking association, ("Mortgagee") hereby certifies that Mortgagee is the holder of a mortgage, lien, or other encumbrance upon the Property described in the foregoing Easement and Operating Agreement (the "Agreement"), and that Mortgagee hereby joins in and consents to the Agreement and agrees that its mortgage, lien, or other encumbrance, which is recorded in Official Records Book 29552, Page 1513 of the Public Records of Miami-Dade County, Florida, shall be and hereby is subordinated to the Agreement.

Signed, sealed and delivered
in the presence of:

____
Witness (print name): __________________

____
Witness (print name): __________________

CITIBANK, N.A., a national banking
corporation

By: ________________________________
Name: ________________________________
Title: ________________________________

STATE OF _________________)
COUNTY OF _______________)

The foregoing instrument was acknowledged before me by means of [ ] physical presence OR [ ] online notarization, this _____ day of ______________, 2024, by _______________ as ______________of ____________________________________. [ ] Personally Known to me or [ ] Produced Identification.

Type of Identification Produced ____

____
Print or Stamp Name: ____________
Notary Public, State of ___________
Commission No.: _______________
My Commission Expires: _________

JOINDER BY MORTGAGEE

The undersigned, U.S. BANK TRUST COMPANY, a national association, as Trustee, under that certain Assignment of Security Instrument and Loan Documents (the "Mortgage") dated June 28, 2022, recorded in Official Records Book 33281, Page 1493, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Agreement does hereby acknowledge that the terms of the Agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this ___ day of _________, 2024.

U.S. BANK TRUST COMPANY, a national association, as Trustee

By: ____
Name: ________________________________
Title: ______________________________________
Address:
[lender address]

STATE OF _________________)
COUNTY OF _______________)

The foregoing instrument was acknowledged before me by means of [ ] physical presence OR [ ] online notarization, this _____ day of ______________, 2024, by _______________ as ______________of ___________________________________. [ ] Personally Known to me or [ ] Produced Identification.

Type of Identification Produced ____

____
Print or Stamp Name: ____________
Notary Public, State of ___________
Commission No.: _______________
My Commission Expires: _________

JOINDER BY MORTGAGEE

The undersigned, Affordable Lending Company, LLC, as Mortgagee under that certain Leasehold Mortgage and Security Agreement and Assignment of Leases (the "Mortgage") dated March 24, 2015, recorded in Official Records Book 29552, Page 1519, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Agreement does hereby acknowledge that the terms of the Agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this ___ day of _________, 2024.

Affordable Lending Company, LLC

By: ____
Name: ________________________________
Title: ____
Address:
[lender address]

STATE OF ________________)
COUNTY OF ______________)

The foregoing instrument was acknowledged before me by means of [ ] physical presence OR [ ] online notarization, this ____ day of _____________, 2024, by ______________ as _____________of __________________________________. [ ] Personally Known to me or [ ] Produced Identification.

Type of Identification Produced ____

____
Print or Stamp Name: ___________
Notary Public, State of __________
Commission No.: ______________
My Commission Expires: ________

JOINDER BY MORTGAGEE

The undersigned, **Miami-Dade County,** as Mortgagee under that certain Leasehold Multifamily Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (the "Mortgage") dated March 1, 2015, recorded in Official Records Book 29552, Page 1432, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Agreement does hereby acknowledge that the terms of the Agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this ___ day of _________, 2024.

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

By: ____
Name: _______________________________
Title: ______________________________________
Address:
[lender address]

STATE OF ________________)
COUNTY OF ______________)

The foregoing instrument was acknowledged before me by means of [ ] physical presence OR [ ] online notarization, this ____ day of _____________, 2024, by ______________ as _____________of _________________________________. [ ] Personally Known to me or [ ] Produced Identification.

Type of Identification Produced ____

____
Print or Stamp Name: ___________
Notary Public, State of __________
Commission No.: ______________
My Commission Expires: ________

JOINDER BY LESSEE

The undersigned, Mourning Family Foundation, Inc., as Lessee under that certain Ground Lease (the "Ground Lease") dated March 24, 2015, recorded in Official Records Book 29552, Page 1320, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Agreement does hereby acknowledge that the terms of the Agreement are and shall be binding upon the undersigned and its successors in title.

WITNESSES:

____
Signature

____
Print Name

____
Signature

____
Print Name

LESSEE

Mourning Family Foundation, Inc, a Florida corporation, f/k/a Alonzo Mourning Charities, Inc.

By: __________________________
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 __________, 2024 by _______ as _______________ of Mourning Family Foundation, Inc, a Florida corporation, f/k/a Alonzo Mourning Charities, Inc., on behalf of such corporation, and who is ☐ personally known to me or who ☐ has produced __________________________ as identification and who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed as such officer for the purposes therein expressed and who did (did not) take an oath.

Witness my signature and official seal this ____ day of ______________, A.D., 2024.

ACTIVE 695276228v2

____
Notary Public, State of Florida

My Commission Expires:

JOINDER BY SUB-LESSEE

The undersigned, AMC HTG 1, Ltd., as Sub-lessee under that certain Sublease Agreement (the "Sublease Agreement") dated March 24, 2015, recorded in Official Records Book 29552, Page 1325, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Agreement does hereby acknowledge that the terms of the Agreement are and shall be binding upon the undersigned and its successors in title.

WITNESSES:

____
Signature

____
Print Name

____
Signature

____
Print Name

SUB-LESSEE

AMC HTG 1, Ltd., a Florida limited liability partnership

By: AMC HTG 1 GP, LLC., a Florida Limited Liability Company, its Managing General Partner

By: _________________________
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 _________, 2024 by ________________ as______________ of AMC HTG 1 GP, LLC., a Florida limited liability company, as Managing General Partner of AMC HTG 1, Ltd., a Florida limited liability partnership, and who is ☐ personally known to me or who ☐ has produced __________________________ as identification and who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed as such officer for the purposes therein expressed and who did (did not) take an oath.

Witness my signature and official seal this ____ day of ______________, A.D., 2024.

ACTIVE 695276228v2

____
Notary Public, State of Florida

My Commission Expires:

EXHIBIT "A"

COUNTY PROPERTY LEGAL DESCRIPTION

ALL OF TRACT 10, "TOWNPARK SUBDIVISION 4 U.R. PROJECT FLORIDA R-10", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87 AT PAGE 52 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; INCLUSIVE OF THAT PORTION OF SAID TRACT 10 RE-PLATTED AS TRACT "A", COURTSIDE APARTMENTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171 AT PAGE 71 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS AND EXCEPT THEREFROM THAT PORTION OF TRACT 10 CONVEYED FROM THE CITY OF MIAMI TO THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY IN OFFICIAL RECORDS BOOK 28222 AT PAGE 4315, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LAND LYING IN AND BEING IN SECTION 36, TOWNSHIP 53 SOUTH, RANGE 41 EAST, CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT "B"

CRA PROPERTY LEGAL DESCRIPTION

Tract 9 of TOWNPARK SUBDIVISION 4, U.R PROJECT FLA. R-10, according to the plat thereof, as recorded in Plat Book 87, at page 52 of the Public Records of Miami-Dade County, Florida;

AND

A portion of Tract 10 of TOWNPARK SUBDIVISION 4, U.R PROJECT FLA. R-10, according to the plat thereof, as recorded in Plat Book 87, at page 52 of the Public Records of Miami-Dade County, Florida, being particularly described as follows:

Begin at the Southeast corner of said Tract 10; thence South 87°49'21" West along the South line of said Tract 10 for 170.98 feet; thence North 03°21'00" West for 70.02 feet; thence North 87°49'22" East for 50.98 feet; thence North 03°21'00" West for 125.60 feet; thence North 87°43'20" East for 120.00 feet to a point on the East line of the aforesaid Tract 10; thence South 03°21'00" East along the West right-of-way line of N.W. 3rd Avenue, the same being the East line of Tract 10 for 195.83 feet to the Point of Beginning.

EXHIBIT "C"

PROPERTY LEGAL DESCRIPTION

All OF TRACTS 9 AND 10, "TOWNPARK SUBDIVISION 4 U.R. PROJECT FLORIDA R-10", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87 AT PAGE 52 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; INCLUSIVE OF THAT PORTION OF SAID TRACT 10 RE-PLATTED AS TRACT "A", COURTSIDE APARTMENTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171 AT PAGE 71 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LAND LYING IN AND BEING IN SECTION 36, TOWNSHIP 53 SOUTH, RANGE 41 EAST, CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT "D"

DESCRIPTION OF LOCATION OF PARKING SPACES

The 45 parking spaces will be located in the proposed parking garage.