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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

MEMORANDUM

Agenda Item No. 8(F)(5)

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

DATE: July 16, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution, in accordance with section 125.35, Florida Statutes, approving of the award of and authorizing the County Mayor to execute a Lease Agreement between Miami-Dade County, as the Landlord, and De Hostos True Norte Holdings, LLC, an assignee of TRG Community Development, LLC (Tenant), with an initial lease term of 50 years, plus two additional 20 year renewal option periods, totaling approximately \$45,830,939.00, which said amount includes a lump sum payment of \$1,000,000.00 for initial rent, a guaranteed annual rent of \$45,000.00, subject to three percent annual increases, and a percentage rent to be paid on an annual basis at an amount equal to four and one-half percent of the gross income, for the long-term lease of approximately 42,312 square feet of land, consisting of three parcels of land, located at 2902 NW 2 Avenue (aka 211 NW 29 Street), 2948 NW Second Avenue, and 220 NW 30 Street, all in the City of Miami, Miami-Dade County, Florida, for the development of a mixed-use development project, incorporating both affordable and market rate housing, office space for the County, and ground floor retail, pursuant to a Request for Proposals (RFP) No. 00688, Wynwood Development Project, for the Community Action and Human Services Department; authorizing the County Mayor to execute the Lease Agreement, and to exercise all provisions contained therein, including termination and amendment provisions; and waiving Resolution No. R-64-16

Resolution No. R-660-24

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


Geri Bonzon-Keenan
County Attorney

GBK/jp

MDC001

Memorandum



Date: July 16, 2024

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

From: Daniella Levine Cava
Mayor 

Subject: Recommendation for Approval to Award a Lease Agreement to De Hostos True Norte Holdings, LLC, an entity affiliated with TRG Community Development, LLC, for the Development of a Mixed-Used Project in Wynwood

Executive Summary

This item is for the approval of a Lease Agreement ("Lease"), between Miami-Dade County ("County"), as the landlord, and De Hostos True Norte Holdings, LLC ("Tenant"), an assignee of TRG Community Development, LLC (a division of The Richman Group of Companies), for the lease of approximately 42,312 square feet of land. This Lease consist of three separate parcels, located at 2902 NW 2 Avenue (aka 211 NW 29 Street) (Folio No.: 01-3125-024-1780), 2948 NW Second Avenue (Folio No.: 01-3125-024-1590), and 220 NW 30 Street (Folio No.: 01-3125-024-1600) (together "Property"), all in the City of Miami, Florida, for the development of a mixed-use project, incorporating both affordable and market rate housing, office space for the County, and ground floor retail. The office space will consist of 20,000 square feet and will be utilized by the County primarily for the operations of the Community Action Human Services Department ("CAHSD"), which will offer support services for prospective residents and members of the public, inclusive of a community center to be named "Eugenio Maria De Hostos Center." The project will provide a more efficient working environment for County staff and the County's not-for-profit partner that currently offers meals to senior citizens and the project may also incorporate a County library into the office space. Moreover, the project will create 148 apartments, of which 82 apartments will be exclusively for affordable housing and the remaining 66 apartments will be market rate housing. The County will derive a substantial income stream from the project, which will help to provide additional and/or improved services to the residents of the County. As part of the project, the Tenant will fully buildout the entire 20,000 square feet of office space for the County, at the Tenant's sole cost and expense. The Tenant has committed to completing the construction of the project within four years from the effective date of the Lease.

Recommendation

It is recommended that the Board of County Commissioners (Board):

1. Approve award of Contract No. RFP-00688, Wynwood Development Project to De Hostos True Norte Holdings, LLC, an entity affiliated with TRG Community Development, LLC, for the development of a mixed-used project in Wynwood, to be named Eugenio Maria De Hostos Center for CAHSD; and
2. Pursuant to Section 125.35, Florida Statutes, approve and authorize the County Mayor or County Mayor's designee to execute the Lease between the County and Tenant, with an initial lease term of 50 years, plus two additional 20 year renewal option periods, totaling approximately \$45,830,939.00, of anticipated income to the County, which said amount includes a lump sum payment of \$1,000,000.00 for initial rent, and then beginning in 2029, a guaranteed annual rent of \$45,000.00, subject to annual increases of three percent, and beginning in 2030, a percentage rent to be paid on an annual basis, at an amount equal to four and one-half percent of the gross income, for the remainder of the long-term lease of the property. The Lease is strictly for the purpose of developing the property with a mixed-use project that incorporates both affordable and market rate housing, office space for the County (specifically CAHSD), and retail; and
3. Authorize the County Mayor or County Mayor's designee to exercise all provisions in the Lease that are not reserved by the Board, as described below in the Delegated Authority section.

4. Waive Resolution No. R-64-16 (requiring a lease termination in the event that an emergency arises where the County requires the Premises) for this transaction, because actual possession of the property by the Tenant does not occur until the Tenant secures its financing for the project, and any lender would not find it favorable for the County to suspend or terminate the Lease after funding is awarded to the Tenant.

Scope

The property is located within County Commission District 3, which is represented by Commissioner Keon Hardemon. Notwithstanding the location of the project, the scope of the project is countywide since the market rate and affordable housing units, and the community resource center components of the project will serve and be open to all residents of the County.

Fiscal Impact/Funding Source

There will be no fiscal impact to the County in the construction of the project, as well as the operation, and maintenance of the office space, except for regular utility and janitorial costs, as the Tenant will pay all of the costs associated with the design, development, permitting, and construction of the building, and operation cost of the common areas and improvements. Additionally, pursuant to Article 8 of the Ground Lease, the Tenant is solely responsible for any tax, charge, capital levy, imposition, or excise that is assessed or otherwise imposed on the Premises. The Ground Lease further requires the Tenant to covenant and agree to pay, without notice or demand and without set-off, any and all tax payments. The County will not incur cost for the buildout of the office space, and no operating/reoccurring expenses, other than regular utility and janitorial costs and the operational budget associated with CAHSD's programs. The County will receive revenue in various forms, including the following: i) a lump sum payment of \$1,000,000.00 for initial rent, within 10 days of the Tenant closing on its financing; ii) a guaranteed annual rent, beginning in 2029, of \$45,000.00 for first year, subject to increase each year at the rate of three percent a year; and iii) beginning in 2030, a percentage rent to be paid on an annual basis, in an amount equal to four and one-half percent of the gross income, which includes all income and/or revenue collected or derived from any source, by the Tenant. It is estimated, if all options to renew are exercised, that the County will receive \$45,830,939.00.

Track Record/Monitor

Manuel Jimenez of the Strategic Procurement Department ("SPD") is the Procurement Contracting Manager. Steven Mayers of the Internal Services Department ("ISD") will manage the overall terms and conditions of the Lease, and Richard Signori, Assistant Director of CAHSD, will be managing its set-aside office space and programs. .

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions in the Lease that are not reserved by the Board, including, but not limited to, termination provisions and the following provisions that authorize the County Mayor or the County Mayor's designee to: (a) review and approve documents, plans, applications, lease assignments and requests required or allowed by Tenant to be submitted to the County pursuant to the Lease; (b) consent to actions, events, and undertakings by the Tenant or extensions of time periods for which consent is required by the County, including, but not limited to, extensions of time for the performance of any obligation by the Tenant under the Lease; (c) execute any and all documents on behalf of the County necessary or convenient to the foregoing approvals, consents, and appointments; (d) assist the Tenant with and execute on behalf of the County any applications or other documents, needed to comply with applicable regulatory procedures and to secure financing, permits or other approvals to accomplish the construction of any and all improvements in and refurbishments of the property; (e) amend the Lease to correct any typographical or non-material errors, to address revisions or supplements hereto of a non-material nature or to carry out the purposes of the Lease; (f) execute or consent, at the County Mayor or the County Mayor's designee sole discretion, to subleases with the Tenant, as well as any amendments,

extensions, and modifications thereto; (g) execute recognition and non-disturbance agreements and issue estoppel statements; and (h) take all other necessary actions that may be required by the Florida Housing Finance Corporation or other funding sources, to obtain financing and completion of the project.

The effective date of the Lease is the first day of the month after its approval by the Board, and the expiration of the ten-day veto period by the County Mayor, and if vetoed by the County Mayor, shall only become effective upon a two-third vote the Board overriding the County Mayor's veto. The development of the mixed-use project is expected to be completed within 4 years from the execution of the Lease. The Lease requires the Tenant to secure and close on all of its necessary financing for development by February 28, 2026 ("Financing Date") and to commence construction 30 days after the Financing Date.

Background

The County, through the CAHSD, owns and operates the property at the Eugenio Maria De Hostos Community Resource Center, also known as the Wynwood Community Resource Center. The acquisition of these properties was approved by the Board on December 16, 1975, through Resolution No. R-1325-75, and the construction of the Wynwood Neighborhood Facility was approved on July 5, 1977, through Resolutions No. R-701-77. Both the acquisition of the properties and construction of the Wynwood Neighborhood Facility utilized funding from the Community Development Block Grant ("CDBG") Program. Therefore, the property is subject to U.S. Department of Housing and Urban Development ("HUD")'s CDBG funding requirements and shall also meet HUD's National Objectives, in compliance with 24 CFR § 570.208, Criteria for National Objectives.

The Wynwood Community Resource Center offers a variety of social services to economically disadvantaged individuals and families interested in achieving self-sufficiency, and these programs will continue after the construction of the project. The current structure on the property, including its facilities and equipment, is beyond its useful life, and it is doubtful it will pass any 40 or 30-year recertification effort, without a substantial amount of financial investment by the County. Therefore, the County requires the property to be redeveloped, in a meaningful way, as soon as possible, to continue providing CAHSD programs and services for the benefit of the residents, including the programs for our senior community. The programs offered by CAHSD will remain operational during construction of the project, in a temporary facility in the community, which will be provided by the Tenant, at no cost to the County (with no interruption of services).

A Request for Proposals ("RFP") was issued under full and open competition on July 3, 2020. Over 37,920 vendors were notified via email and by BidSync, of which 574 viewed the solicitation, and 104 downloaded the solicitation. On the closing date of November 5, 2020, the County received five proposals, including four from local firms. Evaluation meetings were conducted between January 13, 2021, and March 29, 2021. On June 17, 2021, negotiations commenced between the County and the Tenant. TRG Community Development, LLC responded to the RFP, and submitted its proposal for the development of the property. During the course of the negotiation process TRG Community Development, LLC assigned its interest to one of its affiliated entities by the name of De Hostos True Norte Holdings, LLC. Delays in advancing this project were associated with the Tenant requesting multiple changes to the Lease, which required numerous meetings to finalize all of the terms for a long-term Lease; the negotiation and incorporation of additional benefits to the County, such as increasing the number of housing units from 99 to 148 units, including 82 affordable housing units, and doubling the set aside space for CAHSD from 10,000 square feet to 20,000 square feet. Negotiations were protracted and completed in early April 2024.

The Tenant will be responsible for the development, construction and operation of all components of the project, except for the operation of the County's programs and the set-aside office space for the County, which will be managed by CAHSD. The Tenant is required to temporarily relocate the CAHSD, and any of its tenants, to a separate location, with the County's approval, during the period of construction in

keeping within the guidelines listed in the solicitation and then, after completion of the project, return the County programs, and its tenants, to the mixed-use project, at the Tenant's sole cost and expense. The temporary relocation site and plan are subject to the County's sole discretion and approval.

Community Benefits Statement

In accordance with Ordinance No. 24-30, the following are the community benefits related to the development of the property:

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

The development project incorporates both affordable and market rate housing, office space for the County, and ground floor retail, all in one (1) building. The County's office space will consist of 20,000 square feet, which will be fully built-out upon completion of construction and will be utilized by the County primarily for the operations of CAHSD, which will offer support services for prospective residents and members of the public, inclusive of a community center to be named "Eugenio Maria De Hostos Center." The County may also incorporate a library into the office space. The project will create jobs, as well as provide a more efficient working environment for County staff and the County's partner that currently offers meals to senior citizens. Moreover, the project will create 148 apartments, of which 82 apartments will be exclusively for affordable housing and 66 apartments will be market rate housing. The County will derive a substantial income stream from the project, estimated at \$45,830,939.00 for the term of the Lease, if both options to renew are exercised. This income will help the County provide additional and/or improved services provided by CAHSD to the residents of Miami-Dade County. Additionally, upon approval of the Lease, the Tenant will work closely with the Wynwood community and its stakeholders to address community priorities, including the need for certain retail, exploring all financing opportunities to coordinate public and private investment, stimulate economic investment, invigorate neighborhood vitality, and help to achieve a fair and equitable return to the County.

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

The Tenant is required to obtain the funding to finance the project development and construction, which is expected to cost approximately \$74,617,993.

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

The number and type of direct and indirect jobs is estimated to be 181 temporary jobs and a substantial number of permanent jobs. The Davis-Bacon Wage Schedule will be applicable in this matter. The project is expected to provide temporary construction jobs, including electricians, plumbers, general contractors, and permanent positions including property managers, security jobs, janitorial services, landscaping, and other maintenance personnel.

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

In addition, to the affordable and market rate housing, the project will provide the following neighborhood amenities and infrastructure: retail space for lease, and brand-new facility for the Wynwood Community Resource Center, and possibly a library. The Tenant has agreed to complete the project, including the building and apartments, with all of the following development amenities:

Building Amenities for the residential component will include the following:

- a. Fitness Center
- b. Business Center and cybercafé, with free wi-fi
- c. Educational seminars, such as financial planning (quarterly basis)
- d. Entertainment Room
- e. Free cable (only in common areas)
- f. Free internet (only in common areas)
- g. Online maintenance service request
- h. 24 hour maintenance
- i. Online rental payment
- j. Automatic debit of rental payments

Apartment Amenities for each apartment will include the following:

- a. Controlled key fob access
- b. Energy star appliances
- c. Washer/dryer hook ups
- d. Low flow toilets
- e. Window treatments
- f. Storage pantries

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

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

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

Failure of the Tenant to develop the project as required by the Lease, and/or any default activity, the County will have various rights, depending upon the default, to remedy such defaults, including, but not limited to, liquidated damages, specific performance, injunction, and termination of the Lease.

(7) Community meetings

Community meetings will be initiated once the Mayor's recommendation is filed. Engagement with area residents will continue throughout project development to provide status updates and keep the public informed as to where CAHSD's services will be temporarily relocated during construction, as well as to solicit community feedback and input.

Vendor Recommended for Award

The RFP was issued under full and open competition. The County received five proposals. The Competitive Selection Committee ("CSC") recommended that the County enter into negotiations with the highest ranked proposer, TRG Community Development, LLC, and its affiliates ("TRG"). According to the CSC, TRG has the experience, qualifications, capacity, and demonstrated financial strength and the past performance in constructing, maintaining, and operating mixed-used projects for multiple public agencies. Additionally, TRG's proposal is more in line with the developmental criteria that would be most beneficial to the County and its residents.

Pursuant to Resolution No. R-477-18, the highest-ranked proposer is recommended in accordance with the method of award per the solicitation and is non-local.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
TRG Community Development, LLC, and its Affiliates	777 West Putman Avenue Greenwich, CT	None	0	Richard P. Richman
			0%	

*Percentage of employee residents is the percentage of vendor's employees who reside in the County as compared to the vendor's total workforce.

Vendors Not Recommended for Award

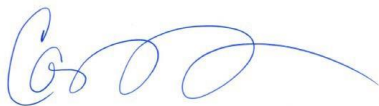
Vendor	Local Address	Reason for Not Recommending
Buslam Company Partners, Inc.	Yes	Evaluation Scores/Ranking
Integra Real Estate, LLC & Elderly Housing Development and Operations Corporation (Joint Venture)	Yes	
New Urban Development LLC	Yes	
RUDG, LLC	Yes	

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision does not apply due to the federal funding source.
- The Small Business Enterprise Selection Factor and Local Preference do not apply.
- The Living Wage Ordinance does not apply. However, the Davis-Bacon Wage Schedule in effect for the County applies.



Carladenise Edwards
Chief Administrative Officer



MEMORANDUM

(Revised)

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

DATE: July 16, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(5)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(5)
7-16-24

RESOLUTION NO. R-660-24

RESOLUTION, IN ACCORDANCE WITH SECTION 125.35, FLORIDA STATUTES, APPROVING OF THE AWARD OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY, AS THE LANDLORD, AND DE HOSTOS TRUE NORTE HOLDINGS, LLC, AN ASSIGNEE OF TRG COMMUNITY DEVELOPMENT, LLC (TENANT), WITH AN INITIAL LEASE TERM OF 50 YEARS, PLUS TWO ADDITIONAL 20 YEAR RENEWAL OPTION PERIODS, TOTALING APPROXIMATELY \$45,830,939.00, WHICH SAID AMOUNT INCLUDES A LUMP SUM PAYMENT OF \$1,000,000.00 FOR INITIAL RENT, A GUARANTEED ANNUAL RENT OF \$45,000.00, SUBJECT TO THREE PERCENT ANNUAL INCREASES, AND A PERCENTAGE RENT TO BE PAID ON AN ANNUAL BASIS AT AN AMOUNT EQUAL TO FOUR AND ONE-HALF PERCENT OF THE GROSS INCOME, FOR THE LONG-TERM LEASE OF APPROXIMATELY 42,312 SQUARE FEET OF LAND, CONSISTING OF THREE PARCELS OF LAND, LOCATED AT 2902 NW 2 AVENUE (AKA 211 NW 29 STREET), 2948 NW SECOND AVENUE, AND 220 NW 30 STREET, ALL IN THE CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA, FOR THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT, INCORPORATING BOTH AFFORDABLE AND MARKET RATE HOUSING, OFFICE SPACE FOR THE COUNTY, AND GROUND FLOOR RETAIL, PURSUANT TO A REQUEST FOR PROPOSALS (RFP) NO. 00688, WYNWOOD DEVELOPMENT PROJECT, FOR THE COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE LEASE AGREEMENT, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING TERMINATION AND AMENDMENT PROVISIONS; AND WAIVING RESOLUTION NO. R-64-16

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

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

Section 1. This Board, in accordance with section 125.35, Florida Statutes, approves the award of and authorizes the County Mayor or County Mayor's designee to execute a Lease Agreement ("Lease"), between Miami-Dade County ("County"), as Landlord, and De Hostos True Norte Holdings, LLC ("Tenant"), an entity affiliated with TRG Community Development, LLC, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, with an initial lease term of 50 years, plus two additional 20-year renewal option periods, totaling approximately \$45,830,939.00, which said amount includes a lump sum payment of \$1,000,000.00 for initial rent; then beginning in 2029, a guaranteed annual rent of \$45,000.00, subject to three percent annual increases; and then beginning in 2030, a percentage rent to be paid on an annual basis at an amount equal to four and one-half percent of the gross income, for the remainder of the long-term lease, consisting of approximately 42,312 square feet of land, involving three parcels, located at 2902 NW 2 Avenue (aka 211 N.W. 29 Street) (Folio No.: 01-3125-024-1780), 2948 N.W. Second Avenue (Folio No. 01-3125-024-1590), and 220 N.W. 30 Street (Folio No. 01-3125-024-1600), all in the City of Miami, Miami-Dade County, Florida (the "Property"), for the Property with a mixed-use development that incorporates affordable and market rate housing, 20,000 square feet of fully built-out office space for the Community Action and Human Services Department, and retail, which public-use facilities will provide supportive services for prospective residents and members of the public, inclusive of a community center to be named "Eugenio Maria De Hostos Center," pursuant to a solicitation - Request for Proposals (RFP) No. 00688, Wynwood Development Project.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to exercise all provisions in the Lease that are not reserved by the Board, including, but not limited to, termination provisions and the following provisions that authorize the County Mayor or County Mayor's designee to (a) review and approve documents, plans, applications, lease assignments and requests required or allowed by Tenant to be submitted to the County pursuant to the Lease; (b) consent to actions, events, and undertakings by the Tenant or extensions of time periods for which consent is required by the County, including, but not limited to, extensions of time for the performance of any obligation by the Tenant under the Lease; (c) execute any and all documents on behalf of the County necessary or convenient to the foregoing approvals, consents, and appointments; (d) assist the Tenant with and execute on behalf of the County any applications or other documents, needed to comply with applicable regulatory procedures and to secure financing, permits or other approvals to accomplish the construction of any and all improvements in and refurbishments of the Property; (e) amend the Lease to correct any typographical or non-material errors, to address revisions or supplements hereto of a non-material nature or to carry out the purposes of the Lease; (f) execute or consent, at the County Mayor or the County Mayor's designee sole discretion, to subleases with the Tenant, including any amendments, extensions, and modifications thereto; (g) execute recognition and non-disturbance agreements and issue estoppel letters and/or statements; and (h) take all other necessary actions that may be required by the Florida Housing Finance Corporation or other funding sources, to obtain financing and/or otherwise to arrive at completion of the project.

Section 3. This Board waives the requirements of Resolution No. R-64-16 that requires a lease termination in the event that an emergency arises where the County requires the Premises because actual possession of the Property by the Tenant does not occur until the Tenant secures its financing for the project, and any lender would not find it favorable for the County to suspend or terminate the Lease after funding is awarded to the Tenant.

Section 4. This Board directs the County Mayor or County Mayor's designee to provide to the Property Appraiser's Office executed copies of the ground leases, sub-ground leases and operating agreements within 30 days of their execution.

Section 5. This Board directs the County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record the lease or memorandum of lease, sub-ground leases or memoranda of sub-ground leases, covenants, reverters and mortgages creating or reserving a real property interest in favor of the County and to provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. This Board further directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

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

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	absent
Kevin Marino Cabrera	absent	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 July, 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

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "TAS", is written over a horizontal line.

Terrence A. Smith

**WYNWOOD MIXED-USE
DEVELOPMENT PROJECT**

GROUND LEASE

WYNWOOD MIXED-USE DEVELOPMENT PROJECT – GROUND LEASE

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GROUND LEASE

WYNWOOD - MIXED-USE DEVELOPMENT PROJECT

This GROUND LEASE (the “**Lease**”) is entered into and made on this _____ day of _____, 202__ (“**Effective Date**”), and is made by and between **Miami-Dade County**, a political subdivision of the State of Florida, through its Community Action and Human Services Department, having its principal office and place of business located at 701 N.W. 1st Court, Tenth Floor, Miami, Florida 33136 (the “**Landlord**”), and **De Hostos True Norte Holdings, LLC**, a Florida limited liability company, having its principal office and place of business located at 477 S. Rosemary Avenue, Suite 301, West Palm Beach, Florida 33401 (the “**Tenant**”). The Landlord and the Tenant are sometimes collectively referred to as the “**Parties**.”

BACKGROUND RECITALS

- A. The Landlord is the owner of three (3) parcels of land, located at 211 N.W. 29 Street (Folio No.: 01-3125-024-1780), 2948 N.W. Second Avenue (Folio No.: 01-3125-024-1590), and 220 N.W. 30 Street (Folio No.: 01-3125-024-1600), all in the City of Miami, Miami-Dade County, Florida (the “**Premises**”); and
- B. The Landlord has determined that the Premises, consist of approximately 42,312 square feet of land, and containing one (1) building, as more particularly described on Exhibit “A”, which is attached hereto and made a part hereof, which land is available for development, as more specifically described in this Lease; and
- C. The Landlord has recognized the potential for public and private benefits through the demolition of the exiting building on the Premises, and in its place allowing for the development of a mixed-use development project, incorporating housing, offices, a library, and retail, all in one (1) building, and all of which will provide jobs, an improved and more efficient working environment, safe, decent, and affordable housing, market rate housing, and a substantial income stream to the Landlord, which will help to provide additional and/or improved services to the residents of Miami-Dade County; and
- D. The Tenant shall develop a mixed-use development project on the Premises, which will contain all of the following: (i) affordable housing for rental to individuals who meet the requirements of Section 2.1 hereof; (ii) market rate housing for individuals; (iii) a minimum of 20,000 square feet of office space for the Landlord’s Community Action and Human Services Department, including for its tenants and various programs, as well as a portion of which space may be utilized for a library, which, if selected and utilized as a library, will be operated and maintained by the Landlord’s Library Department; (iv) fully building out all of such office space for the Landlord (“Turnkey Condition”), for the benefit of the Landlord, at the Tenant’s sole cost and expense (the

- division and buildout of the 20,000 square feet of office space shall be in accordance with Schedule 6.3 – Partition and Buildout for Landlord’s Office Space); and (v) constructing approximately 7,000 square feet of retail and office space, which will be subleased by the Tenant to an affiliated entity, strictly for further sub-subleasing to others (third-parties), by way of arms’ length transactions, which sub-subtenants will be unaffiliated with the Tenant and/or any direct or indirect principals of the Tenant (*note, the Tenant will not have or otherwise utilize any office or retail space within the mixed-use development project); and
- E. The Landlord acknowledges that the provision of affordable housing as well as the spaces for the Landlord to operate and provide services represents a public purpose consistent with promoting community interest and welfare; and
 - F. The Landlord has determined that it does not have a need to utilize or otherwise occupy the Premises in its current condition, however, when redeveloped by the Tenant, the Landlord will occupy a portion of the mixed-use development project for its own use and purpose, which space will be leased to the Landlord, in “Turnkey Condition,” which is defined below; and
 - G. The Tenant shall, prior to the start of construction, temporarily relocate the Landlord, and all of its tenants, from the Premises, to a new location, owned or leased by the Tenant, which is amenable to the Landlord, within a two (2) mile radius of the Premises, and then move the Landlord, and all of its tenants, back to the Premises, after the construction of the mixed-use development project is completed, all at the Tenant’s sole cost and expense (*noticeably, the Tenant will relocate the Landlord twice – once from the Premises and then back to the Premises); and
 - H. The Landlord, issued a solicitation for the development of the Premises, known as a Request For Proposals (RFP—00688), in an effort to undergo an open and competitive process to select a person or entity to develop the Premises, in accordance with certain parameters and requirements, and ultimately selected and then negotiated with an entity by the name of TRG Community Development, LLC (a division of The Richman Group of Companies), which assigned its interest to De Hostos True Norte Holdings, LLC, the Tenant, for the development of the Premises, and the proposed mixed-use development project is envisioned to look, upon completion of construction, as it is depicted in the “Development Concept,” which is defined below; and
 - I. The Landlord is desirous of entering into this Lease with the Tenant for a term of fifty (50) years, starting from the Commencement Date, with two (2) renewal options for twenty (20) years each, so long as the Tenant, at all times constructs and maintains a total of one hundred forty-eight (148) apartments, consisting of eighty-two (82) apartments available solely for Affordable Housing (as defined below in Section 2.1), and sixty-six apartments for Market Rate Housing (as defined below in Section 2.19), along with approximately of 7,000 square feet of retail space, and constructs a minimum of 20,000 square feet of office space for the benefit of the Landlord, at the

Tenant's sole cost and expense, and leases such office space, fully built-out, in Turnkey Condition, as defined below, to the Landlord, at no cost, for the Landlord's Community Action and Human Services Department, which can include space for the Landlord's Library Department, all as described in this Lease, and timely complies with any and all applicable rules, regulations, laws and ordinances; and

- J. The Landlord desires to lease the Premises to the Tenant in its "as-is" "where-as" condition, to enable the Tenant to develop the mixed-use project, consistent with the terms and conditions of this Lease and the Development Concept, as defined below. And the Tenant desires to lease the Premises, in its "as-is" "where-is" condition from the Landlord, for such purpose, and complete the construction of the mixed-use project within four (4) years from the execution of this Lease; and
- K. The Landlord, through its Board of County Commissioners, upon the adoption of Resolution No. R-_____ - _____, has determined that it is in the best interest of the Landlord to lease the Premises to the Tenant, consistent with the terms and conditions of this Lease.

In consideration of the mutual promises and covenants contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

TERMS

The Landlord, for and in consideration of the restrictions and covenants contained in this Lease, leases to Tenant, and Tenant agrees to lease from Landlord, the Premises and does so in accordance with the terms and conditions of this Lease.

ARTICLE 1 **INCORPORATION OF BACKGROUND RECITALS**

1.1 The Parties agree that the background recitals set forth above are true and correct and are incorporated in this Lease by reference.

ARTICLE 2 **DEFINITIONS**

2.1 The words "**Affordable Housing**" shall mean rental housing affordable to natural persons or families whose total annual household income does not exceed one hundred forty percent (140%) of the Area Median Income for Miami-Dade County, as defined below in Section 2.3, adjusted for household size, in accordance with the Landlord's housing requirements, including, but not limited to the industry guideline that the housing costs shall be generally set at or below (including taxes, insurance and utilities) no more than thirty percent (30%) of the maximum household income eligible for the apartment. While occupying the apartment, an Eligible Occupant's household income may increase to an amount not to exceed one-hundred fifty percent (150%), after

initially meeting the income requirements of one-hundred forty percent (140%). Notwithstanding the foregoing, the Tenant will be entering into a sublease with an affiliate who will provide low-income housing under Section 42 and/or 142 of the Internal Revenue Code of 1985, as amended. Accordingly, such sublease will reflect affordability provisions required in connection with the various federal, state, and local funding sources and regulatory agreements applicable to such affordable housing development. To the extent any provision in this Lease conflicts with or otherwise differs from that of the affordable housing sublease with respect to such affordability provisions, the affordable housing sublease shall control.

2.2 The words “**Applicable Laws**” shall mean all laws, statutes, regulations, ordinances, resolutions, implementing orders, administrative orders, and binding orders issued by the federal government, the State of Florida, Miami-Dade County, and any other entity with jurisdiction over the Premises or the Project and shall expressly include, but not be limited to, the federal Fair Housing Act, the American with Disabilities Act, *Florida Statutes*, Section 255.05, the County’s Sustainable Buildings Program, Small Business ordinances, Responsible Wage ordinance, non-discrimination ordinances and requirements, and the Art in Public Places Program.

2.3 The words “**Area Median Income**” and/or “**AMI**” shall mean the income limits that are determined by the United States Department of Housing and Urban Development (“**HUD**”) and published by the Florida Housing Finance Corporation, which is calculated by household size for each metropolitan area, and parts of some metropolitan areas. HUD estimates the median family income for an area in the current year and adjusts the amount for different family sizes in order for family incomes to be expressed as a percentage of the area median income. For purposes of this Lease, the Area Median Income shall be for the Miami-Dade County metropolitan area, as adjusted for household size.

2.4 The word “**Board**” shall mean the Miami-Dade County Board of County Commissioners.

2.5 The words “**Certificate of Occupancy**” shall mean the permanent certificate issued by the government agency and/or department authorized to issue a certificate of occupancy or certificate of completion, or similar document, as applicable, evidencing that the applicable building(s) is (are) ready for occupancy, in accordance with all of the Applicable Laws.

2.6 The words “**Commencement Date**” shall be the date that the term of this Lease shall begin, which date shall be exactly the same day as the Financing Date, as further described below in Section 4.2 of this Lease.

2.7 The words “**Commencement of Construction**” and “**Commenced Construction**” shall mean when used in connection with construction of the Project, the later of the filing of the notice of commencement under Section 713.13, *Florida Statutes*, and the visible start of work on the site of the Project (as defined below in Section 2.14), including on-site utility, excavation, or soil stabilization work. In order to meet the definition of “**Commencement of Construction**” or “**Commenced Construction**,” such filing of the notice and visible start of work must occur after Tenant has received a building permit for the Project. Commencement of Construction shall occur no later than thirty (30) calendar days after the Commencement Date.

2.8 The word “**CDBG**” shall mean the Community Development Block Grant program as such term is defined in 24 CFR part 570.

2.9 The words “**Completion of Construction**” or “**Complete Construction**” shall mean the date that the Tenant secures a Certificate of Occupancy for the Project. Completion of Construction shall occur within four (4) years from the Effective Date, and no later than June 30, 2028.

2.10 The words “**Development Amenities**” shall mean the incorporation of certain benefits or amenities within the building for the residents of the building, including, but not limited to the various amenities that are mentioned or otherwise describe in Section 6.6 of this Lease.

2.11 The words “**Development Concept**” shall mean and include the overall site plan, building elevations, space plans, and configuration of Improvements, as articulated for the Project, as may be amended, and which has been approved by the Landlord and is attached hereto and incorporated herein as Exhibit “B”.

2.12 The words “**Eligible Occupants**” or “**Eligible Occupant**” shall mean individuals with whose total annual household income does not exceed one hundred forty percent (140%) of the Area Median Income for Miami-Dade County, adjusted for household size.

2.13 The word “**Equity Investor(s)**” is defined as low-income housing tax credit investors that provides an equity financial contribution for the construction of the Project.

2.14 The words “**Existing Building**” shall mean the one (1) building located on the Premises.

2.15 The words “**Financing Date**” shall mean the exact date that the Tenant closes on all, or the final portion, of its financing needed to Complete Construction of the Project, which shall occur on or before February 28, 2026 (“**Financing Date**”). Should the Tenant fail to secure all of its financing to Complete Construction of the Project by February 28, 2026, it shall be an event of default and result in the automatic termination of this Lease. However, notwithstanding the foregoing, as described below in Section 4.3 of this Lease, the Parties further agree that if the Tenant has not been able to secure the necessary funding to Complete Construction of the Project by the Financing Date (February 28, 2026), then the Tenant may request, at least thirty (30) calendar days prior to February 28, 2026, to extend the time period for the Financing Date for one (1) three (3) month period (the extension will be until May 28, 2026), to secure all of the requisite funding for the Project. The Landlord, through the County Mayor or County Mayor’s designee, may, in their reasonable discretion, grant or deny the request for such extension of time. However, any extension granted by the County Mayor or County Mayor’s designee, shall not impact or extend the time for Completion of Construction. Once the Tenant has obtained all of the necessary funding to Complete Construction for the Project, the Tenant shall provide the Landlord, upon no less than seven (7) calendar days’ written notice, evidence as to financing secured for the Project, and the date of closing, which date shall not be later than the Financing Date, as extended, if applicable. Should Tenant fail to secure all financing to Complete Construction of the Project by February 28, 2026 (or May 28, 2026, if extended by the Landlord), it shall be an event of default and result in automatic termination of this Lease.

2.16 The words “**Force Majeure**” shall mean cause or causes that are unforeseen and beyond Tenant’s or Landlord’s control (including causes to the extent due to the action or inaction of the other party), excluding filing of bankruptcy, but which shall include, without limitation, (i) labor disputes, labor shortages, strikes or lockouts, (ii) fire, hurricane, flood, earthquake, unusually severe weather, or other casualty, (iii) enemy action on domestic soil, civil disturbance directly affecting the Project, sabotage, restraint by court or public authority, riot, war, act of terrorism, or embargo, acts of God or the public enemy; (iv) verifiable inability to obtain materials for construction of the Project as a result of supply change disruptions or shortages, (v) declaration of a state of emergency affecting the geographic area of the Project, (vi) pandemics, epidemics, quarantines or other severe public health crises (including the economic consequences of same) that impact the Project (however, not the Coronavirus, commonly known as COVID-19, nor any of its variants), or (vii) any other unforeseen cause, whether similar or dissimilar to the foregoing, not within the control of Tenant or Landlord.

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

2.18 The word “**Improvements**” shall mean the building and/or other structures built or to be built on the Premises, and the parking areas (including, but not limited to, any structured parking facility), hardscaping, landscaping, amenities, and all related infrastructure, installations, fixtures, equipment, utilities, site-work, and other improvements existing or to be developed upon the Premises.

2.19 The words “**Leasehold Mortgagee**” shall mean the holder of a mortgage or mortgages or other similar security agreements that lien the leasehold interest of the Premises, and the successor or assigns of such holder or beneficiary, which shall include a trustee under any such trust indenture.

2.20 The words “**Lending Institution**” means any of the following entities that is not a Prohibited Person: (a) any federal or state chartered commercial bank, national bank, trust company, mortgage bank, savings bank, credit union, national banking association, savings and loan association; (b) any pension, retirement or welfare trust or fund, public real estate investment trust, registered real estate investment trust, or other public entity investing in commercial mortgage loans, in each case whose loans on real estate are regulated by state or federal laws, and whose total assets (in name or under management) is in excess of Five Hundred Million and 00/100 Dollars (\$500,000,000.00); (c) any licensed insurance company in the business of making commercial mortgage loans, in each case whose loans on real estate are regulated by state or federal laws; (d) any federal, state, or local governmental agency or authority; (e) a securitization trust that is rated by S&P, Fitch or Moody’s (or any like-extant national rating agency) and that has total assets in excess of Five Hundred Million and 00/100 Dollars (\$500,000,000.00); (f) an investment bank, a hedge fund, opportunity fund, private debt or equity fund, tax credit syndication entity, or like entity that has total assets (in name or under management) in excess of Five Hundred Million and 00/100 Dollars (\$500,000,000.00) ; or (g) any source of funding, public or private, including from any other financial institution, commercial lender, or governmental agency which customarily provides

service or otherwise aids in the financing of mortgages on real property, and/or real property leaseholds, or purchase money mortgages and that is approved by the Landlord, such approval not to be unreasonably withheld, conditioned or delayed.

2.21 The word “**Liquidated Damages**” means the monthly amount of Five Thousand and 00/100 Dollars (\$5,000.00). Tenant and Landlord acknowledge that if Tenant defaults under this Lease, the Landlord will suffer damages in an amount which cannot be ascertained with reasonable certainty on the Effective Date and that the amount specified in the previous sentence to be paid to Landlord most closely approximates the amount necessary to compensate Landlord in the event of such default. Tenant and Landlord agree that this is a bona fide liquidated damage provision and not a penalty or forfeiture provision.

2.22 The words “**Market Rate Housing**” shall mean the kind of housing that results from the market environment, based upon varying levels of demand, without any regulation, limitation and/or special subsidies, assistance and/or compensation.

2.23 The words “**National Objectives**” shall mean the Community Development Block Grant requirements set forth in 24 CFR § 570.208.

2.24 The words “**Phase**” or “**Phases**” shall mean a proposed construction approach for a development project, in which the developer or contractor contemplates developing the development project in phases. The Parties acknowledge and agree that the Project shall not be constructed in Phases.

2.25 The words “**Plans and Specifications**” shall mean the plans and specifications for all the work in connection with the construction of the Project, as illustrated by what is shown in the Development Concept, and shall include any changes, additions or modifications, provided the same are approved, if required, as provided for by the Landlord in this Lease.

2.26 The word “**Premises**” is defined in recital B above, and consist of three (3) parcels of land, located at 211 N.W. 29 Street (Folio No.: 01-3125-024-1780), 2948 N.W. Second Avenue (Folio No.: 01-3125-024-1590), and 220 N.W. 30 Street (Folio No.: 01-3125-024-1600), all in the City of Miami, Miami-Dade County, Florida. The Premises is further described in Article 3 of this Lease. Notwithstanding the foregoing, the Parties agree that any unused portion of the Premises may be released from this Lease in accordance with the terms and conditions of this Lease.

2.27 The term “**Prohibited Person**” shall mean any of the following: (i) any person or entity (whose operations are directed or controlled by an individual) who has been convicted of or has pleaded guilty in a criminal proceeding for a felony or who is an on-going target of a grand jury investigation convened pursuant to United States laws concerning organized crime; or (ii) any person or entity organized in or controlled from a country, the effects of the activities with respect to which are regulated or controlled pursuant to the following United States laws and the regulations or executive orders promulgated thereunder to the extent the same are then effective: (x) the Trading with the Enemy Act of 1917, 50 U.S.C. App. §1, et seq., as amended; (y) the International Emergency Economic Powers Act of 1976, 50 U.S.C. §1701, et seq., as amended; and (z) the Anti-Terrorism and Arms Export Amendments Act of 1989, codified at Section 6(j) of the Export Administration Act of 1979, 50 U.S.C. App. §2405(j), as amended (which countries are, as of the

date hereof, Iran, Sudan and Syria); or (iii) any person or entity who has engaged in any dealings or transactions (i) in contravention of the applicable money laundering laws or regulations or conventions or (ii) in contravention of Executive Order No. 13224 dated September 24, 2001 issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time-to-time or any published terrorist or watch list that may exist from time to time; or (iv) any person or entity who appears on or conducts any business or engages in any transaction with any person appearing on the list maintained by the U.S. Treasury Department's Office of Foreign Assets Control list located at 31 C.F.R., Chapter V, Appendix A or is a person described in Section 1 of the Anti-Terrorism Order; or (v) any person or entity who appears on the convicted vendor list maintained by the State of Florida pursuant to Section 287.133, *Florida Statutes*; or (vi) any person or entity who has been debarred pursuant to the Miami-Dade County Code of Ordinances.

2.28 The word “**Project**” shall mean the overall mixed-use development project on the Premises, consisting of a building having all of the following: 1.) Affordable Housing, consisting of eighty-two (82) apartments; 2.) Market Rate Housing, consisting of sixty-six (66) apartments; 3.) a minimum of 20,000 square feet of office space for the Landlord's Community Action and Human Services Department, for its tenants and various programs, as well as a portion of such space may be utilized for a library, which if utilized as a library will be operated and maintained by the Landlord's Library Department (the division and buildout of the 20,000 square feet of office space shall be in accordance with Schedule 6.3 – Partition and Buildout for Landlord's Office Space); and 4.) approximately 7,000 square feet of retail space and other office space, for use by other persons or entities, which are identified and selected by the Tenant. The office space for the Landlord shall be fully built-out by the Tenant, at its sole cost and expense, and delivered to the Landlord, upon Completion of Construction, in Turnkey Condition, as defined below. The total one hundred forty-eight (148) apartments shall include a mix of studio apartments, having a minimum of 480 square feet one (1) bedroom, with one (1) bathroom apartments, having a minimum of 650 square feet; and two (2) bedrooms, with at least one (1) bathroom apartments, having a minimum of 850 square feet. The Project also includes the temporarily relocation of the Landlord, and all of its tenants, from the Premises or a nearby location, by the Tenant, to a new location, owned or leased by the Tenant, which is amenable to the Landlord, within a two (2) mile radius of the Premises, and then the relocation of the Landlord, and all of its tenants, back to the Premises, all at the sole cost and expense of the Tenant.

2.29 The words “**Sub-leasehold Mortgagee**” shall mean the holder of a mortgage or mortgages or other similar security agreements that lien a sub-leasehold or sub-sub-leasehold interest of the Premises, and the successor or assigns of such holder or beneficiary, which shall include a trustee under any such trust indenture.

ARTICLE 3

DESCRIPTION OF PREMISES

3.1 The Landlord leases the Premises to Tenant, and Tenant rents the Premises from Landlord, subject to the terms, covenants, conditions and provisions of this Lease.

3.2 The Landlord and Tenant agree that the approximate square footage of the Premises is 42,312 square feet, and further that the square footage of the Premises has not been duly measured by a surveyor. Nevertheless, the Tenant, has visited the Premises, and therefore is fully aware of the size of the Premises, and has determined that the Premises is of sufficient size for its intended purposes.

3.3 Notwithstanding anything to the contrary contained in this Lease, the Premises has been inspected by the Tenant who accepts the Premises in its “as-is” and “where-is” condition, with any and all faults, and understands and agrees that the Landlord does not offer any implied or expressed warranty as to the condition of the Premises and/or whether it is fit for any particular purpose. Further, the Tenant, by executing this Lease, represents it has visited the Premises, is generally familiar with local conditions under which the construction and development is to be performed. The Tenant further hereby acknowledges and agrees that it shall not be entitled to any adjustment of rent payments or of any applicable time frame or deadline under this Lease in the event of any abnormal subsurface conditions, other than the early termination of this Lease during the Investigation Period as hereinafter defined.

3.4 The Landlord and Tenant hereby acknowledge and agree that the Project is intended to cover the entire Premises (every square foot of the Premises is to be redeveloped by the Tenant, for the development of the Project). In the event that the entire Premises is not utilized for the Project, the Landlord shall have the right to release from this Lease the portion of the Premises that is not utilized or otherwise redeveloped by the Tenant, in the sole and absolute discretion of the Landlord. Specifically, the Landlord shall have the right to release a portion of the Premises from this Lease if the Development Concept, as may be amended, or the Plans and Specifications provide for a use of the Premises that is less than total size (42,312 square feet) of the Premises (the “**Undeveloped Premises**”), provided such release does not affect the zoning or density for the Project. The Landlord and Tenant shall work together through the design process to determine whether the final Development Concept will result in Undeveloped Premises. Likewise, if upon Completion of Construction it is determined that the Tenant failed to fully utilize or redevelop the entire Premises, resulting in a Undeveloped Premises, the Landlord shall have the right to obtain a release of the Undeveloped Premises from this Lease. Further, upon the Landlord learning of the existence of any Undeveloped Premises, the Landlord shall provide the Tenant with thirty (30) days advanced written notice of the Landlord’s intent to exercise its right to obtain a release of the Undeveloped Premises from this Lease. Thereafter, upon the expiration of the thirty (30) day period, the Landlord shall notify the Tenant by a written correspondence (a letter) stating that it has elected to exercise its right to obtain a release of the Undeveloped Premises, and such correspondence shall serve as the release of the Undeveloped Premises from this Lease, thereby immediately terminating any leasehold interest that the Tenant may have in the Undeveloped Premises, and the Landlord and Tenant shall then memorialize the release of the Undeveloped Premises in an amendment of this Lease. If changes are needed and agreed to by the Landlord and Tenant to the Development Concept, the County Mayor or County Mayor’s designee, shall have the authority to negotiate the changes on behalf of the Landlord; provided, however, that approval of the Board is required to modify the definition of Project (other than changes to the Landlord’s 20,000 square feet of office space, and changes to remove any Undeveloped Premises from the Premises).

ARTICLE 4

TERM

4.1 **Effective Date.** This Lease shall become effective on the first (1st) day of the month after its approval by the Board, and the expiration of the ten (10) day veto period by the Mayor of Miami-Dade County; and if vetoed by the Mayor, shall only become effective upon a two-thirds (2/3) vote of the Board overriding the Mayor's veto ("**Effective Date**"). The Effective Date shall be reflected on the first (1st) page of this Lease. Further, the Landlord and Tenant agree that despite the Effective Date of this Lease, the Tenant shall not have any right to occupy the Premises, or commit any act to, on, or upon the Premises, except as otherwise described in this Lease, until the occurrence of the Commencement Date, as defined below.

4.2 **Commencement Date.** The Commencement Date shall be the day that is exactly the same as the Financing Date; provided, as described in elsewhere in this Lease, the Financing Date may be extended one (1) time for three (3) months (until May 28, 2026) in the event the Tenant needs additional time, and the County Mayor or County Mayor's designee, elects to approve of such extension, as evidenced, in advance, by a written instrument granting such extension. However, any extension granted by the County Mayor or County Mayor's designee, shall not impact or extend the time for Completion of Construction. The Commencement Date is the date when the Tenant takes possession of the Premises, and is the date for when the term of this Lease shall begin. Should the Commencement Date not timely occur, as detailed in this Lease, then this Lease shall automatically terminate.

4.3 **Term.** The term of this Lease is for a period of fifty (50) years, starting from the Commencement Date, plus two (2) additional twenty (20) year renewal option periods, as further described in this Lease. Subject to the renewals listed in the previous sentence, the term of this Lease shall begin on the Commencement Date and shall expire, without notice, fifty (50) years after the Commencement Date which expiration shall be described as the "**Expiration Date.**" The Parties hereby acknowledge and agree that the Tenant is required to and shall have secured all the necessary funding to Complete Construction for the Project, as determined in the reasonable discretion of the Landlord, and closes on all, or the final portion, of its financing needed to Complete Construction of the Project, which shall occur on or before February 28, 2026 ("**Financing Date**") and Tenant's failure to do so shall result in the automatic termination of this Lease. However, notwithstanding the foregoing, the Parties further agree that if the Tenant has not been able to secure the necessary funding to Complete Construction for the Project by the Financing Date (February 28, 2026), as determined in the reasonable discretion of the Landlord, then the Tenant may request, at least thirty (30) calendar days prior to February 28, 2026, to extend the time period for the Financing Date for one (1) three (3) month period (the extension, if granted, will be until May 28, 2026), to secure all of the requisite funding for the Project. The Landlord, through the County Mayor or County Mayor's designee, may, in their reasonable discretion, grant or deny the request for such extension of time. However, any extension granted by the County Mayor or County Mayor's designee, shall not impact or extend the time for Completion of Construction. Once the Tenant has obtained all of the necessary funding to Complete Construction for the Project, the Tenant shall provide the Landlord, upon no less than seven (7) calendar days' written notice, evidence as to financing secured for the Project, and the exact date of the closing (which shall not be later than the Financing Date, as extended if applicable). Should the Tenant fail to secure all of its financing to Complete Construction of the

Project by February 28, 2026 (or May 28, 2026, if the County has granted any extension requests in accordance herein), it shall be an event of default and result in the automatic termination of this Lease. At the Tenant's request, and in connection with the Financing Date, the Landlord shall execute a Memorandum of Lease Agreement in a form reasonably agreed to by the Landlord and the Tenant (the “**Memo of Lease**”). If changes are needed to the Memo of Lease, the County Mayor or County Mayor's designee, shall have the right to negotiate the final form of the Memo of Lease on behalf of the Landlord. In connection with the Financing Date, the Tenant and Landlord shall sign a Confirmation of Financing Date and Commencement Date, in the form set forth in Schedule 4.3, which is attached hereto.

4.4 Should the Tenant be unable to secure the requisite financing for the Project by the Financing Date (including, if applicable, the approved extension thereof), then this Lease shall automatically terminate, and Tenant shall have no right to cure such termination. Upon the automatic termination of this Lease, the Tenant agrees that it shall immediately surrender any and all interest in and to the Premises to Landlord, without any notice or demand. Any such termination shall be without any compensation and/or reimbursement, whatsoever, to Tenant, and at no cost to Landlord.

4.5 The Parties hereby acknowledge and agree that any financing for the Project, in addition to any funding provided by Landlord for the Project, if any, may include any, all, or none of the following: (a) the proceeds of bonds issued by any applicable state agency or local housing authority, gap financing, state or local grants and/or loans (including, but not limited to, State Apartment Incentive Loan (SAIL), State Housing Initiatives Partnership (SHIP) funding, and/or Surtax loans), or other local government subsidy; (b) a binding commitment for the sale or syndication of the low-income housing tax credits that are issued with bonds; (c) construction and/or permanent loan financing from a traditional state-chartered bank, or any other Lending Institution.

4.6 **Renewal Options.** Regarding the renewal option periods, the Parties agree that the term of this Lease may be renewed for two (2) separate renewal option periods of twenty (20) years each, at the Landlord's discretion, so long as the Tenant is not in default of any of the terms and/or conditions of this Lease, beyond any applicable cure period. In each instance, once approved by the Landlord, this Lease shall be extended for each of the two (2) renewal periods, unless the Tenant shall notify the Landlord in writing of its intent to cancel this Lease at least six (6) months prior to the end of the then effective term. Whenever the “term of the Lease” is renewed or extended, the Expiration Date is also renewed or extended in the same manner.

4.7 **Possession.** The Landlord shall deliver possession of the Premises on the Commencement Date, at which time Tenant shall take possession thereof. The Commencement Date shall be exactly the same day (date) as the Financing Date. The Landlord and Tenant agree that it shall be the Tenant's sole responsibility, on or before the Commencement Date, to temporarily relocate the Landlord, and all of its tenants, from the Premises or a nearby location, to a different location, which location shall be amenable to the Landlord, and is owned or leased by the Tenant, during the time of the demolition of the existing building and the construction of the Project. Such temporary relocation of the Landlord, by the Tenant, shall be to a location that is not only amenable to the Landlord, but also within a two (2) mile radius of the Premises (*noticeably, the Landlord must continue to be a service provider to the same community). And the Tenant shall be solely

responsible for relocating the Landlord, and its tenants, back to the Premises after the Completion of Construction of the Project.

4.8 **Early Access to Premises.** The Landlord and Tenant further agree that beginning on the Effective Date, and for an eighteen (18) month period, the Tenant shall have permission, with the prior written consent of Landlord, to enter upon the Premises for the purpose of conducting investigations of the Premises, and performing the milestones of the Lease, as described in Section 6.9 (and in accordance with the terms and conditions of this Lease, specifically the Tenant shall secure insurance, as required herein and provide the Landlord with the requisite certificate(s) of insurance as then required by the Landlord, and the Tenant agrees hereby to return the Premises to the condition that it was in prior to any activity by the Tenant, which right to access the Premises shall include the responsibility of the Tenant to hold the Landlord harmless from and against any and all actions, suits claims and causes of action in connection with Tenant's access, testing and/or other inspection of the Premises).). After all such testing, evaluations and/or assessments of the Premises conducted by Tenant, the Tenant shall provide a copy of the results of any such pre-construction work to the Landlord, without demand. The Landlord and Tenant agree that the Tenant's early access to the Premises, as described in this paragraph, shall not be deemed as "possession" or "occupancy" of the Premises. The Parties further agree that prior to the Commencement Date the Landlord shall be permitted to utilize the Premises as it deems necessary, without any permission or authorization required by the Tenant, including, but not limited to, demolishing the building and/or any structures on the Premises. Notwithstanding any language to the contrary contained herein, the Landlord acknowledges that Tenant plans to demolish the existing building on the Premises during the construction of the Project and the Tenant shall not be responsible for any code violations existing as of the Commencement Date.

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

4.10 If Tenant shall be in possession of the Premises after the Expiration Date, as extended, in the absence of any agreement extending the term of this Lease, or the Landlord specifically terminating this Lease, the tenancy under this Lease shall become one of month-to-month, terminable by either party on thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Lease and shall be subject to Rent (as described below) based upon the terms and conditions found in Article 5 of this Lease.

4.11 The Tenant acknowledges and agrees that beginning on the Commencement Date the Tenant shall be solely responsible for maintaining the Premises, irrespective of when actual demolition or construction may occur. Such maintenance by the Tenant, in accordance with this Lease, shall include, but not be limited to, installation and maintenance of a security fence(s) surrounding the Premises, any other security of the Premises, removal of any and all debris and trash, removal of any graffiti, landscaping (including, but not limited to, lawn cutting and tree trimming), pest control, sidewalk repair and/or replacement, any environmental testing and/or cleanup, and repair and/or replacement of any and all utility and/or irrigation lines.

4.12 **Investigation Period and Early Termination.** The Tenant further acknowledges and agrees that at its sole cost and expense, it shall, for an eighteen (18) month period, beginning on the Effective Date (“**Investigation Period**”), undertake a diligent effort to uncover and/or locate any impediments and/or obstacles on or about the Premises which might be the source of any delay in developing the Premises, which hindrance(s) might be either physical or legal in nature, including, but not limited to any environmental condition and/or any liens, encumbrances, covenants, declaration of restrictions, declaration of restrictive covenants, limitations, easements, licenses and/or other similar impediments toward developing the Premises. The Investigation Period shall run concurrent with the Tenant’s right for early access to the Premises, as described in Section 4.7 of this Lease. Further, the Parties hereby acknowledge and agree that should the Tenant discover any impediment or obstacle on the Premises that would reasonably interfere with the use of the Premises for Tenant’s intended purpose, as defined by having an increase in the cost of construction by more than fifteen percent (15%), then the Tenant shall have the right to immediately terminate this Lease, without any penalty. Additionally, the Parties further agree, that should the Tenant elect to exercise its right for early termination of this Lease, pursuant to this clause, the Tenant shall notify the Landlord, in writing, by the expiration of the Investigation Period, and provide the Landlord with any and all evidence of the impediments and/or obstacles, the estimated reasonable cost to cure, remedy and/or remediate such impediments and/or obstacles, along with a copy of the approved construction budget for the Project. Further, the Landlord and Tenant agree that the within the first ninety (90) calendar days of the Investigation Period, the Tenant shall have the limited right for early termination of this Lease strictly for major environmental hazards that the Tenant discovers on the Premises, which remediation for such major environmental hazards would substantially increase the cost of the Project, or substantially delay the Commencement of Construction, as agreed to by both the Landlord and the Tenant. And should the Tenant elect to terminate this Lease within such ninety (90) day period, the Tenant shall immediately notify the Landlord of its election to terminate this Lease, and accompanied with such notification, provide the Landlord with a copy of the results of the environmental testing that was performed on the Premises, coupled with the estimated cost for remediation.

4.13 **Limitation of the Term.** As stated above in Section 4.2, the initial term of this Lease is for fifty (50) years from the Commencement Date. The Tenant shall have to meet and comply with any and all of the “milestones” which have been agreed upon by the Parties and that are found in Section 6.9 of this Lease. Should the Tenant fail to timely meet any or all of the milestones as provided for in Section 6.9 of this Lease, it shall be an event of default and this Lease shall, subject to the provisions of this Lease, be terminable by the Landlord following the applicable notice and cure provisions of Section 21.1.C(4) of this Lease, and thereafter the Tenant’s leasehold interest shall be terminated.

4.14 The Tenant hereby acknowledges and agrees that the Tenant must develop the Premises having a total of one hundred forty-eight (148) apartments, with eighty-two (82) apartments, which are set aside for Affordable Housing, and sixty-six (66) apartments for Market Rate Housing, along with a minimum of 20,000 square feet of office space, which space shall be fully built-out by the tenant, at its sole cost and expense, in Turnkey Condition, as further described below, specifically for the Landlord's Community Action and Human Services Department, which department is expected to utilize the space for its tenants and its programs, as well as allow a portion of the space which may be utilized as a library, which, if used as a library, will be maintained and operated by the Landlord's Library Department.

ARTICLE 5

RENT

5.1 **Initial Rent.** The Tenant shall pay to the Landlord the amount of One Million and 00/100 Dollars (\$1,000,000), plus sales tax, in a one (1) lump sum payment, within ten (10) calendar days of the Financing Date, without demand, deduction or set-off.

5.2 **Guaranteed Annual Rent.** The Tenant covenants and agrees to pay to the Landlord an annual rent, plus sales tax, which rent shall increase each year at the rate of three percent (3%) a year, during the term of this Lease, including during any renewal option period ("**Guaranteed Annual Rent**"). The Guaranteed Annual Rent shall be paid by the Tenant, to the Landlord, either in a one (1) lump sum payment, beginning on January 1, 2029, and then annually on the anniversary of such date ("**Annual Rent**"), or on a monthly basis, beginning on January 1, 2029, in twelve (12) equal monthly installment payments ("**Monthly Rent**"). For the first lease year that the Guaranteed Annual Rent shall become due, the Guaranteed Annual Rent shall be Forty-five Thousand and 00/100 Dollars (\$45,000.00), plus sales tax. And, on a monthly basis, the Monthly Rent shall be in the amount of Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$3,750.00), plus sales tax. Should the Tenant elect to pay the rent on a monthly basis, the Monthly Rent shall be due and owing on the first (1st) day of each and every month, and for the term of this Lease, including any renewal option periods. The Guaranteed Annual Rent shall be paid by the Tenant within five (5) business days of the due date, or a late fee in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) will automatically be assessed to the Tenant, and such amount shall be paid with the Guaranteed Annual Rent. The Monthly Rent shall be paid by the Tenant within five (5) business days of the due date, or a late fee in the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00) will automatically be assessed to the Tenant, and such amount shall be paid with the Monthly Rent. Should any rent payment be late, the late fee shall continue until unabated while the delinquent amount remains unpaid. The Tenant shall pay the Landlord the Annual Rent or the Monthly Rent, without demand, deduction or set-off.

5.3 **Percentage Rent.** On an annual basis, the Tenant shall pay to the Landlord, without demand, deduction or setoff an amount equal to four and one-half percent (4.5%) of the Gross Income, as defined below, which the Tenant earns/achieves from the operation of the Project, including the operation of the mixed-use development project for the previous calendar year ("**Percentage Rent**"). The Parties agree that **Gross Income** is defined as all income and/or revenue collected or derived from any source, by the Tenant, which source is on or relating to the Premises, before any type of adjustment, deduction, or taxes. The initial payment by the Tenant to the Landlord

of the Percentage Rent shall be on May 1, 2030. The Percentage Rent shall be paid in addition to the Guaranteed Annual Rent. And, along with the payment of the Percentage Rent, the Tenant shall include an audited financial statement providing evidence of the Gross Income, and how the amount for the Percentage Rent was determined (As of the Effective Date, the Parties estimate that the Percentage Rent will be \$205,986.00 annually). The audited financial statement shall be performed by a neutral and independent certified public accountant. Should the Tenant fail to pay the Percentage Rent, on time, as described herein above, then there shall be a ten (10) day grace period for the Tenant to make the necessary Percentage Rent payment to the Landlord. After the ten (10) day grace period, the Tenant shall then be liable to the Landlord for interest on such unpaid Percentage Rent, at the highest rate of interest permitted by law, and a penalty in the amount of One Hundred and 00/100 Dollars (\$100.00) per day that such Percentage Rent payment is late, or ten percent (10%) of the amount owed, whichever is greater, per day, and each day, and shall continue until unabated while the delinquent amount remains unpaid. The interest and the penalty amounts are cumulative and are compounded daily. The Tenant shall pay the Percentage Rent to the Landlord without demand, deduction or set-off.

5.4 **Additional Rent.** In addition to the other rent, as described above, the Tenant is also responsible for all applicable taxes, utilities (except for separately metered utilities that are attributable to the office space for the Landlord), fines and/or impositions, including, but not limited to sales tax, and all of which is payable to the Landlord as “**Additional Rent.**” Further, Additional Rent involves any and all costs and expenses relating to the Premises, such as electricity, water, sewer, storm water utilities, real estate taxes, sales taxes, and/or other impositions or expenses that are the responsibility of the Tenant, and are to be paid by the Tenant, or were paid by the Landlord and are to be reimbursed by the Tenant to the Landlord.

5.5 All forms of rent, including Initial Rent, Guaranteed Annual Rent, and Percentage Rent, as well as all Additional Rent, shall be payable to Miami-Dade County, Internal Services Department, and mailed to the Internal Services Department, Real Estate Development Division, 111 N.W. First Street, Suite 2460, Miami, Florida 33128, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth in this Lease. The Tenant further agrees to timely pay all forms of rent, without demand, stipulation, restriction, condition, reservation, deduction, or set-off. Further, the Tenant hereby acknowledges and agrees that it shall provide to the Landlord, without demand, copies of any and all financial closing statements, a sources and uses of funds statement for the Project, the construction budget for the Project, annual income statements, profit and loss statements, balance sheets, as well as any and all information and supporting documentation regarding such information to determine the amount of the Percentage Rent. The Landlord reserves the right, in accordance with Sections 15.2 and 32.9 of this Lease, to audit any and all of the Tenant’s books and records, as well as challenge any amount claimed by the Tenant to be the amount of the Percentage Rent owed to the Landlord.

5.6 The Landlord and Tenant hereby agree that all of the above-described forms of rent (Initial Rent, Guaranteed Annual Rent, Percentage Rent, as well as all Additional Rent) shall hereinafter be referred to, or otherwise described as “Rent.”

5.7 The Landlord and Tenant hereby acknowledge and agree that the Tenant shall not be entitled to an abatement, allowance, reduction, or suspension of any Rent, and/or any other payments due to the Landlord under this Lease, unless expressly described in this Lease.

5.8 The Tenant also agrees that should it be in possession of the Premises after the Expiration Date, in the absence of any agreement extending the term of this Lease, that it shall, in addition to being liable to the Landlord for any and all damages as a result of such holdover, be obligated to pay the then market rent, meaning that rental rate that the Landlord could normally obtain if the Landlord elected to lease the Premises to a third-party, which assessment contemplates an arms' length transaction ("**Market Rent**"). Market Rent shall be determined by an independent appraiser, selected by the Landlord, who appraises the Premises in its then current condition (no reduction shall be given for any Improvements made by the Tenant to the Premises).

5.9 The Tenant acknowledges and agrees that if at any time during the term of this Lease, or any renewal or extension thereof, a tax, charge, levy, imposition, or excise is placed, or otherwise imposed, on the Premises, the Improvements, and/or the Tenant's leasehold interest in the Premises, then the Tenant shall be solely responsible for the payment and satisfaction of any such tax, charge, levy, imposition, or excise. Notwithstanding the foregoing, the Landlord agrees that during the term of this Lease, or any extension or renewal thereof, the Landlord shall not assess, levy, and/or otherwise impose a tax, charge, or other imposition strictly, or uniquely on the Premises, which is punitive in nature, and which is not similarly assessed on other similarly situated properties in the area, or general vicinity.

5.10 Should the Tenant elect to cancel this Lease for any reason as is permitted pursuant to the terms of this Lease all Rent shall be terminated, but the Tenant shall not be entitled to any refund of Rent previously paid in accordance with the terms of this Lease.

5.11 The Landlord and Tenant hereby acknowledge and agree that the Landlord shall not be required to pay any type of rent and/or common operating expenses, such as common area maintenance, to the Tenant for its occupancy in the building and/or Project. Notwithstanding the foregoing, the Landlord shall be responsible for any separately metered utilities or expenses for operations within Landlord's 20,000 square feet of office space.

ARTICLE 6

DEVELOPMENT AND PERMITTED USE OF PREMISES

6.1 The Landlord and Tenant hereby acknowledge and agree that the Tenant will construct the Project on the Premises a building containing all of the following: (i) eighty-two (82) apartments, which are set-aside for Affordable Housing, for rental to individuals or families who meet the requirements of Section 2.1 hereof; (ii) sixty-six (66) apartments, which are set-aside for Market Rate Housing for rental to individuals or families; (iii) a minimum of 20,000 square feet (usable) of office space for the Landlord's Community Action and Human Services Department, including for its tenants and various programs, as well as a portion of which may be utilized for a library, and which, if utilized as a library, will be operated and maintained by the Landlord's Library Department; (iv) approximately of 7,000 square feet of retail space and other office space, which will be utilized or subleased to third-parties, at market rent, by the Tenant; and

parking, as minimally determined (more is permitted/encouraged) by the applicable building or zoning code, plus five (5) additional designated parking spaces. The office space for the Landlord shall be fully built-out by the Tenant, and delivered to the Landlord in Turnkey Condition, at the Tenant's sole cost and expense.

6.2 The Tenant hereby agrees that all of the apartments that will be utilized for Affordable Housing shall be indistinguishable from the Market Rate Housing apartments, having the same square footage, and containing the same furniture, fixtures, and finishes as the Market rate housing apartments. The apartments for Affordable Housing shall not be located or otherwise situated in any particular location, or area and/or on any particular floor of the building, but rather scattered (interspersed) throughout the building, and shall not be limited to only studios, or one (1) or two (2) bedroom apartments.

6.3 The Tenant shall construct and buildout to completion (Turnkey Condition), with furniture, fixtures and equipment the 20,000 square feet of office space, in accordance with Schedule 6.3 – Scope of Buildout for Landlord's Space. The Tenant shall fully buildout the space, in Turnkey Condition, as defined below, for the benefit of the Landlord, without any cost or expense to the Landlord. **"Turnkey Condition"** shall mean that the office space will be fully equipped and ready for immediate use by the Landlord, meeting the standards of a Comparable Space, as defined below, upon Completion of Construction, including wiring for telephones and Information Technology, as well as cameras, card readers, and burglar alarm, and associated hardware and software to operate the information technology systems, as well as finished (painted) walls (*paint colors as selected by the Landlord), air conditioning, ceiling tiles, carpeting and/or porcelain tile, system furniture, and case goods. A description of how the 20,000 square feet of office space for the Landlord must be divided/partitioned, and what shall be incorporated in the fully built-out space for the Landlord is included in Schedule 6.3, which is incorporated herein by this reference. The layout and buildout of the 20,000 square feet of office space for the Landlord shall be reviewed and approved by the Landlord, both before and after permitting, including, but not limited to, the design criteria for all aspects of the office space, including the selection of furniture, fixtures, and equipment. Any and all approvals by the Landlord shall be memorialized in writing and signed by the Landlord's Director of Community Action and Human Services Department, or his/her designee. In addition, the Tenant hereby agrees to collaborate directly with the Landlord's Director of Community Action and Human Services Department, and delegated staff, on the buildout of the office space, including, but not limited to, the layout and furnishing of the office space for the Landlord. For purposes of this Lease, a **"Comparable Space"** is defined as office space that meets or exceeds the standard finishes, infrastructure, technology capabilities, amenities, and overall aesthetics as the Landlord's office space located at 3750 South Dixie Highway, Miami, Florida 33133, or 601 N.W. 1st Court, 22nd Floor, Miami, Florida 33136. Further, the Tenant shall not assess any charge, fee, or rent to the Landlord for the space, including, but not limited to, any cost for common areas maintenance, and/or for the cost of the buildout. The Landlord shall be responsible for separately metered utilities, interior maintenance and repairs, janitorial services and other operating costs for the various offices and amenities within the Landlord's 20,000 square feet of office space. The timing of the buildout of the office space, by the Tenant, for the Landlord, shall be concurrent with the Tenant's buildout for the remainder of the Project.

6.4 The Tenant may elect to create a separate doorway or entrance into the building for the Landlord, and its tenants, clients, and/or customers to utilize, however, if the Tenant elects to create such separate doorway or entrance, it must be to the same standards (like style, features, and quality) as the Tenant has constructed for the main entry and/or lobby space into the building, as determined and approved by the Landlord.

6.5 The Tenant shall construct and buildout, as necessary, or required, the office and retail spaces that will be leased by the Tenant to third parties, at market rent. The retail spaces shall be for casual restaurants, a supermarket, and/or specialty retailers, such as a coffee shop, a pharmacy, jewelry store, clothing, shoes, or fashion boutique stores, and/or telephone or electronic retailers. Notably, while the foregoing list of retail uses is not intended to be exhaustive, it is intended to describe the type of potential retail uses or commercial businesses that the Landlord is willing to agree to allow the Tenant to sublet during the term of this Lease. The Landlord and Tenant agree that the Tenant shall not be permitted to lease any space (including, but not limited to window or billboard space), whether office or retail, to any person or entity that desires or intends to be derogatory, offensive, obscene, and/or vulgar or denigrating, maligning, or that otherwise is deemed by the Landlord to lessen the merit, reputation or image of the Landlord and/or the community, as solely determined by the Landlord. Further, the Tenant hereby agrees that it shall not lease any commercial (office or retail) space to any person or entity that is on the Landlord's debarment or debarred list or report, similarly on any of the Landlord's delinquent list or report, as such lists and reports are updated, amended, and/or modified from time to time.

6.6 The Tenant has agreed to complete the Project, including the building and apartments, with all of the following Development Amenities:

Building Amenities for the residential component

- a.) Fitness Center
- b.) Business Center and cyber café, with free wi-fi
- c.) Educational seminars, such as financial planning (quarterly basis)
- d.) Entertainment Room
- e.) Free cable (only in common areas)
- f.) Free internet (only in common areas)
- g.) Online maintenance service request
- h.) 24 hour maintenance
- i.) Online rental payment
- j.) Automatic debit of rental payments

Apartment Amenities for each apartment

- 1.) Controlled key fob access
- 2.) Energy Star appliances
- 3.) Washer/dryer hook ups
- 4.) Low flow toilets
- 5.) Window treatments
- 6.) Storage pantries

6.7 The Tenant shall construct the requisite parking facility, within the building, which will accommodate all of the required parking for all of the residential apartments, as well as for all of the other uses and occupants in the building, as prescribed by the applicable building or zoning code. And the Tenant shall be solely responsible for maintaining the parking facility, including ensuring that all of the parking spaces have sufficient lighting, signage, and security. The parking allocation for the Landlord, based upon the 20,000 square feet of office space and the proposed use of the space (the number of parking spaces for the Landlord are specifically determined by the applicable building or zoning code, plus five (5) additional designated and exclusive parking spaces, which shall be exclusively for the Landlord), shall consist of all of the parking spaces being contiguous to one another, and the cost of such parking shall be free to the Landlord, throughout the term of this Lease. Additionally, each of the parking spaces for the Landlord shall have a sign to indicate that such parking spaces are “reserved” for the Landlord. Further, the Tenant shall be solely responsible for maintaining the parking spaces allocated to the Landlord to the level of other parking spaces maintained by the Tenant, including, but not limited to painting, striping, replacement of fixtures and bulbs, and replacing back stops. In addition, the Tenant acknowledges and agrees that the Tenant will not charge or enact any type of fee, charge, cost, or rent for parking by the Landlord, and/or any of its employees, tenants, clients, and/or customers.

6.8 The Tenant shall only perform work, or make Improvements, on or to the Premises, including, but not limited to, demolishing the existing building and improvements that are inconsistent with the future construction of the Project, as illustrated by the Development Concept. Further, the Tenant acknowledges and agrees that the Premises, once the construction of the Project is completed, shall only house and be utilized as a mixed-use development project having: (a) one hundred forty-eight (148) residential apartments (including both eighty-two (82) apartments set-aside for Affordable Housing and sixty-six (66) apartments set-aside for Market Rate Housing); (b) approximately of 7,000 square feet of retail space and other office space, which will be leased by the Tenant, at market rent; (c) a minimum of 20,000 square feet of office space for the Landlord’s Community Action and Human Services Department, which shall be utilized for its tenants and/or various programs, and a portion of which may be utilized for a library, which, if utilized as a library will be maintained and operated by the Landlord’s Library Department; (d) along with parking, as minimally required, plus, at least five (5) additional parking spaces exclusively for the Landlord (more is permitted/encouraged), all in accordance with the applicable building or zoning code (collectively, the “**Permitted Use**”). Likewise, the Tenant acknowledges that it is prohibited from utilizing the Premises for any unlawful or illegal business, use or purpose, or for any purpose which is extra-hazardous or constitutes a legal nuisance of any kind (public or private), or for any use that is inconsistent with this Lease, and/or for any purpose which violates Applicable Laws. Except for entering into, or making material amendments to, any subleases or other agreements with residents, including, but not limited to, Eligible Occupants, for the residential units, the Tenant shall also provide a copy of the sublease or occupancy agreement to the Landlord for its review and approval, which approval shall not be unreasonably conditioned, withheld or delayed. The Tenant agrees and warrants that all intended uses, actual uses of the Premises, including, but not limited to the use of any retail or office space shall not be in violation of or contrary to Applicable Laws and shall not be reasonably considered to be offensive or degrading to the Landlord or the sensibilities of the community where the Premises is located. The Tenant acknowledges and agrees that should any use be deemed by the Landlord to be offensive

or degrading, whether or not Tenant had actual knowledge of the use at the time of executing such sublease or occupancy agreement, it shall be an event of default.

6.9 During the term of this Lease, the Tenant agrees that it shall perform the following “milestones” within the prescribed time periods, beginning upon the Effective Date. Further, the Tenant shall ensure that Commencement of Construction for the Project occurs no earlier than the Commencement Date and in accordance with Section 2.7 of this Lease. The Landlord and Tenant further agree that Completion of Construction of the Project shall occur by June 30, 2028.

A. The Parties acknowledge and agree that within twelve (12) months from the Effective Date, the Tenant shall meet or otherwise comply with the following milestones for the Project at Tenant’s sole cost and expense:

- (1) Provide a letter from Tenant’s attorney, or from the City of Miami (the jurisdiction which controls the zoning requirements and enforcement), stating that the Premises is properly zoned for the proposed Project; and
- (2) Provide a copy of all environmental reports for the Premises, including but not limited to, a Phase I environmental study of the Premises and a Phase II Environmental Site Assessment (if necessary), performed by an environmental engineering firm, licensed to perform such work in the State of Florida and copies of any additional testing that Tenant receives, and copies of any and all permits from the Regulatory and Economic Resources Department – Division of Environmental Resource Management (DERM), if applicable; and
- (3) Provide the Landlord with a copy of a survey for the Premises; and
- (4) Provide the Landlord with a preliminary pro-forma financial statement, with particular emphasis on the projected cash flow to the Landlord, for the Percentage Rent, over a ten (10) year period, beginning May 1, 2030; and

B. The Parties acknowledge and agree that within eighteen (18) months from the Effective Date, the Tenant shall meet or otherwise comply with the following milestones for the Project at Tenant’s sole cost and expense:

- (1) Provide the Landlord with a copy of the final soil boring test for compaction capabilities and soil condition, if applicable; and
- (2) Provide the Landlord with a traffic study; and
- (3) Provide the Landlord with a copy of the emergency plans and procedures that are created by the Tenant for the benefit of the residents of the Project, including, but not limited to, the Eligible Occupants; and

- (4) Provide the Landlord with: (i) a copy of all initial Plans and Specifications for the Project, including: (ii) preliminary schematic drawings (fifty percent (50%) complete); (iii) including elevations, which shall have been prepared by an architect licensed to perform such work in the State of Florida; (iv) a copy of the initial structural, mechanical and electrical drawings for the Project; and
- (5) Provide the Landlord with the preliminary budget for the Project, which has been reviewed and approved by an architect or general contractor licensed to perform such work in the State of Florida.

C. The Parties acknowledge and agree that within twenty-four (24) months from the Effective Date, the Tenant shall meet or otherwise comply with the following milestones for the Project at Tenant's sole cost and expense:

- (1) Provide the Landlord with a copy of the final Plans and Specifications for the Project; and
- (2) Provide the Landlord with an updated pro-forma financial statement; and
- (3) Provide the Landlord with a copy of the necessary building permit for the Project; and
- (4) Provide the Landlord with a copy of an executed development agreement (or draft copy) or joint venture partnership agreement between the Tenant and the developer for the Project along with satisfactory evidence that all such entities are in good standing.

D. Within fourteen (14) calendar days after to the Financing Date, the Tenant shall provide the Landlord with a copy of the final budget with all sources of funds and uses thereof in detail for the entire construction of the Project.

E. On or before the Commencement Date, the Tenant, at its sole cost and expense, shall provide the Landlord with the following:

- (1) Evidence of satisfactory financing to Complete Construction of the Project; and
- (2) A copy of the fully executed contract with a general contractor for the Project; and
- (3) Provide the Landlord with a final pro-forma financial statement, with particular emphasis on the projected cash flow to the Landlord, for the Percentage Rent, over a ten (10) year period, beginning May 1, 2030; and
- (4) A copy of the Project schedule, for the construction of the building, including, but not limited to, the estimated timeline for the Completion of Construction.

6.10 The Tenant agrees that it shall not begin actual construction of the Project, including any demolition, during the term of this Lease without providing the Landlord with at least seven (7) days' advance written notice to the Landlord, which shall be based on the Tenant having timely completed the requirements listed above in Section 6.9, and having secured building permits, and a demolition permit. The Tenant is required to deliver a copy of such permits to the Landlord. The Tenant further acknowledges and agrees that it shall not begin actual construction of the Project until it has provided the Landlord with a copy of all of the documents and deliverables set forth in Section 6.9 above as the same are applicable in accordance with the following deadlines: (i) the deliverables required by Section 6.9(A) shall be provided within twelve (12) months from the Effective Date; (ii) the deliverables required by Section 6.9(B) shall be provided within eighteen (18) months from the Effective Date; and (iii) the deliverables required by Section 6.9(C) which shall be provided within twenty-four (24) months from the Effective Date.

6.11 The Tenant acknowledges and agrees that it will timely comply with all the requirements in 6.9, and that failure to do so shall be an event of default. Further, should the Tenant be in default under this Lease regarding failure to timely comply with the milestones set forth in Section 6.9, this Lease shall, subject to the terms of this Lease, be terminable by the Landlord following the applicable notice and cure provisions of Section 21.1.C(4) of this Lease, and thereafter the Tenant shall not be responsible for the payment of any Rent beyond what was already paid, or due and owing to the Landlord, or any other obligation(s), or covenants under this Lease.

6.12 The Tenant agrees that it shall Commence Construction for the Project no later than thirty (30) calendar days following the Commencement Date, as in accordance with Section 4.2 of this Lease, and Completion of Construction for the Project shall, subject to Force Majeure, occur no later than June 30, 2028. If Commencement of Construction does not occur on time, it shall be an event of default under this Lease, and in addition to any other remedy available to the Landlord, at law or in equity, the Tenant's leasehold interest in the Premises, shall be dissolved by the termination of this Lease by the Landlord, following the applicable notice and cure provisions of Section 21.1.C(4) of this Lease, unless otherwise described in this Lease. Further, the Tenant agrees that following the Completion of Construction for the Project, the Premises shall appear substantially as it is depicted in the final, approved Plans and Specifications which shall be consistent with the Development Concept. If Completion of Construction for the Project does not occur on time, it shall be an event of default under this Lease, and, pursuant to the terms of this Lease, the Landlord may terminate this Lease, following the applicable notice and cure provisions of Section 21.1.C(4) of this Lease, and in addition to any other remedy available to the Landlord, at law or in equity, the Tenant's leasehold interest in the Premises shall be extinguished by the termination of this Lease. Subject to Force Majeure, should the Tenant fail to timely Complete Construction of the Project by the date of June 30, 2028, as evidenced by a Certificate of Occupancy, then in addition to any other remedy available to the Landlord, under this Lease and/or at law or in equity, the Tenant shall be liable to the Landlord for the amount of the Liquidated Damages for each and every month, including any partial month, that the Tenant fails to have a Certificate of Occupancy for the Project. The Tenant hereby acknowledges and agrees that Completion of Construction of the Project, as evidenced by a Certificate of Occupancy, shall occur no later than June 30, 2028, subject to Force Majeure.

6.13 The Tenant agrees that it shall achieve Completion of Construction for the Project by the date for Completion of Construction (June 30, 2028). The Parties acknowledge and agree

that in order to stay in compliance with the Request For Proposals solicitation, the Completion of Construction must be completed within four (4) years from the Effective Date of this Lease, which agreed upon date is June 30, 2028. The Parties further acknowledge and agree that if the Tenant fails to timely Complete Construction of the Project, by the date for Completion of Construction (June 30, 2028), then it shall be an event of default. Likewise, should the Tenant fail to timely Complete Construction of the Project, then this Lease shall, subject to the terms of this Lease, terminate following the applicable notice and cure provisions of Section 21.1.C(4) of this Lease, unless otherwise described in this Lease. In addition to any remedies available at law, or in equity, and subject to the terms and conditions of this Lease, if the Tenant has not received a Certificate of Occupancy for the Project by the date for Completion of Construction, the Tenant's leasehold interest in the Premises, shall, subject to the terms and conditions of this Lease, be terminable by the Landlord following the applicable notice and cure provisions of Section 21.1.C(4) of this Lease. If this Lease is not terminated by the Landlord, due to the Tenant's failure to timely Complete Construction of the Project by the date of the date for Completion of Construction, as evidenced by a Certificate of Occupancy, then in addition to any other remedy available to the Landlord, under this Lease and/or at law or in equity, the Tenant shall be liable to the Landlord for the amount of Liquidated Damages for each and every month, including any partial month, that the Tenant fails to have a Certificate of Occupancy for the Project.

6.14 The Parties acknowledge and agree that from the date of termination of the Undeveloped Premises, the Rent for such property shall also terminate as of the date that the Undeveloped Premises is reacquired by the Landlord, so long as such property is both accessible and useable by the Landlord. If the property is inaccessible, or unusable, by the Landlord, then, even though the Landlord reacquired Undeveloped Premises, the Rent for such property shall remain the responsibility of the Tenant.

6.15 The Tenant agrees that upon Completion of Construction of the Project the Tenant will continuously use the Premises for the Permitted Use and for no other purpose whatsoever.

6.16 The Tenant agrees that no changes in the Permitted Use of the Premises are authorized without the express prior written permission of the Landlord. Further, as noted above, Tenant expressly agrees that should the Tenant fail to timely comply with the requirements in Section 6.2 it shall be an event of default, and this Lease shall, subject to the terms of this Lease, be terminable by the Landlord following the applicable notice and cure provisions of section 21.1.C(4) of this Lease and thereafter this Lease shall become null and void, and any and all Improvements on or to the Premises shall become the sole property of the Landlord, without cost or expense to the Landlord.

6.17 In connection with the proposed Project, the Landlord agrees to join in, as the Landlord, in any plat, waiver of plat, zoning, or other application(s), as necessary in order to assist the Tenant to develop and utilize the Premises in accordance with this Lease but solely in its capacity as owner of the Premises. Further, the Landlord, by its County Mayor or County Mayor's designee, agrees to reasonably cooperate with the Tenant, and to execute any documents that may be reasonably requested by the Tenant to accomplish securing approval for a plat or waiver or plat of the Premises but solely in its capacity as owner. However, any and all costs and/or expenses associated with securing approval for any plat, waiver or plat, and/or any other method of

separating the Premises from the Landlord's remaining property, shall be the sole responsibility of the Tenant.

6.18 Notwithstanding anything to the contrary in this Lease, with respect to any portion of the Premises constituting Undeveloped Premises that will be released from this Lease in accordance with Section 3.4 above, , the Landlord shall have the right to plat, or secure a waiver of plat of the Premises, or any portion thereof, and may do so in any configuration, or arrangement that it deems necessary. However, notwithstanding the foregoing, the Landlord shall not have the right to re-acquire any portion of the Premises in which the Tenant has already properly Commenced Construction (unless the Tenant has not timely completed the construction of the Project as required by this Lease), or where Completion of Construction has occurred. This section shall survive the expiration or early termination of this Lease.

6.19 The Landlord and Tenant agree that any off-site improvements required to be paid or contributed as a result of the Tenant's use and/or development of the Premises shall be paid by the Tenant. Likewise, the Tenant shall be solely responsible for any and all utility infrastructure and connections, and to tie into any existing infrastructure and utility connections serving the Premises, or needed to serve the Premises. However, any connections to existing infrastructure and/or utilities, belonging to the Landlord, and/or any other entity, must also receive the prior written approval of the Landlord, or such owner, as applicable (*Notably, this Lease does not authorize the Tenant to tie into or otherwise connect to any infrastructure or utility line).

6.20 The Landlord and Tenant agree that the Tenant shall temporarily relocate the Landlord, and its tenants, from the Premises or a nearby location during the time of the construction of the Project. The temporary relocation of the Landlord, and its tenants, from the Premises or a nearby location to a different location, shall be within a two (2) mile radius of the Premises, shall be at the sole cost and expense of the Tenant, however, the Landlord shall have the right to approve of such location. The Landlord and Tenant agree that the Tenant's obligations hereunder are to move the Landlord, and its tenants, one (1) time (no multiple moves) from the Premises or a nearby location to the temporary office space, and then one (1) time back to the Premises. The relocation of the Landlord, and its tenants, shall be for the entire period of time of the demolition and construction of the Project, until Completion of Construction occurs. Further, regarding the relocation of the Landlord from the Premises or a nearby location, the Tenant hereby agrees that the relocation shall occur in advance of any demolition and/or construction on the Premises, and the Tenant shall pay all costs and expenses for the relocation, including, but not limited to, moving trucks and personnel, and the rent(s) associated with temporary space for the Landlord, and its tenants. The Tenant also agrees that at least ninety (90) calendar days prior to Completion of Construction the Tenant shall notify the Landlord, specifically the Director of the Community Action and Human Services Department or designee, of the expected/anticipated date for when Completion of Construction will occur, so that the Landlord, and its tenants, can prepare to be relocated back to the Premises. Upon Completion of Construction, the Tenant will be solely responsible for relocating the Landlord, and its tenants, back to the Premises, into the new building. The Tenant acknowledges and agrees that upon the Tenant's receipt of a Certificate of Occupancy for the Project, the Tenant will, within sixty (60) calendar days, relocate the Landlord, and its tenants, from the temporary location back to the Premises. Upon the Landlord being relocated back to the Premises, and into the new building, the Tenant shall, at its sole cost and expense, post the appropriate signage, for at least

sixty (60) calendar days, at the site where the Landlord was temporarily located, informing the Landlord's clients, customers, and visitors that the Landlord has moved back to the Premises. The Parties agree that the relocation of the Landlord cannot result in any unreasonable interruption of services to the community. Regarding the relocation, the Tenant shall also be responsible for the following:

- 1.) Ensuring that the temporary location contains adequate parking (*or the Tenant identifies and secures additional parking, as needed by the Landlord); and
- 2.) Tenant is responsible to produce/create signage to notify the Landlord's clients, customers, and visitors of the Landlord's move to a temporary location, including the address of the new location. Such signage shall be conspicuously placed on or about the Premises (*including, but not limited to, on any construction fencing); and
- 3.) The Tenant is solely responsible for any cost or expense associated with the Landlord occupying the temporary office space, particularly any expense that the Landlord would not be responsible for if it continued to be located in the building on the Premises.

6.21 The Landlord and Tenant hereby acknowledge and agree that the date for Completion of Construction for the Project is June 30, 2028. In addition to any remedies available by law, and subject to the terms and conditions of this Lease, if the Tenant has failed to Complete Construction (as evidenced by a Certificate of Occupancy for the Project) by June 30, 2028, the Tenant's leasehold interest in the Premises is subject to being terminated by the Landlord, in accordance with the applicable notice and cure provisions of Section 21.1.C(4) of this Lease, or as otherwise described in this Lease. And should the Landlord elect to terminate this Lease, any and all of the Tenant's interest in the Premises shall dissolve, and Tenant's leasehold interest shall become void, upon the Landlord providing notice to the Tenant of its election to terminate this Lease.

6.22 Progress of Construction. Starting from the Commencement Date, the Tenant shall submit written reports to the Landlord (specifically to the Landlord's representative, and if no representative has been identified by the Landlord, then to the Director of the Internal Services Department and to the Director of the Community Action and Human Services Department), or their designees, on a monthly basis of the progress of Tenant with respect to development and construction of the Project.

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

respect to the Project and the other Improvements, as well as the right to amortize capital costs and to claim all other tax benefits attributable to the Project. The Landlord and the Tenant acknowledge and agree that the Landlord is and shall remain the fee simple owner of the Premises.

ARTICLE 7

CONDITION OF PREMISES; DEVELOPMENT OBLIGATIONS

7.1 Landlord and Tenant agree that the Tenant shall be solely responsible for obtaining, securing and/or maintaining any and all permits and licenses, including, but not limited to, demolition, construction or building permit(s) and/or license(s). The Tenant agrees to be solely responsible for the cost to obtain all required or desired permit(s) and/or license(s).

7.2 Tenant agrees that it is solely responsible for securing any necessary land use approvals, zoning regulations, restrictions, rules, laws and ordinances that may be necessary in order for the Tenant to construct and/or maintain the Project.

7.3 Tenant, at its sole cost and expenses, shall familiarize itself with any and all easements or other encumbrances on or about the Premises and shall determine if any such easements or other encumbrances will or will not interfere with the Tenant's planned use of the Premises. Tenant agrees that if any easements and/or other encumbrances exist on the Premises, it shall be the Tenant's responsibility to cause the removal of such easements and other encumbrances, or to design the building(s) and other Improvements in such a manner as to not disturb or interfere with the easements and/or other encumbrances.

7.4 The Parties hereby expressly acknowledge and agree that Tenant shall not occupy or otherwise utilize any portion of the Premises prior to obtaining all necessary permits and/or licenses for the occupancy or operation of the Project. And, if for any reason Tenant loses any necessary permit or license for any reason whatsoever, Tenant shall refrain from such use, occupancy, and/or operation until the Tenant has re-secured, and has in hand, the appropriate permit(s) and/or license(s) which authorize and warrant the use, occupancy, and/or operation of the Premises as contemplated under this Lease. Further, Tenant is fully responsible for complying with, at its sole cost and expense, any and all building and fire codes.

7.5 The Tenant acknowledges and agrees that the Premises currently consist of three (3) separate parcels, which contains a building, along with a surface parking lot, and comprises approximately 42,312 square feet of land, and beginning on the Commencement Date, the Tenant accepts full responsibility to undertake any and all demolition required for the construction of Project, maintain the Premises, perform any required environmental remediation (as determined by any and all federal, state and local laws and regulations), install a fence that will surround and protect the Premises from trespassers, provide security personnel, as determined necessary by the Tenant, and remove debris and overgrown vegetation, all at Tenant's sole cost and expense, to a level or amount that will allow for the timely Commencement of Construction for the Project, including the construction of the building and/or all other Improvements. Further, from and after the Commencement Date, the Tenant shall also be solely responsible for the operation as well as any and all repair and maintenance to the building and all Improvements on or to the Premises, including, but not limited to, complying with the Americans with Disabilities Act (and/or any other applicable

law, rule, or regulation), as well as any 40-Year Recertification requirement relating to the building, or similar obligation, which might be imposed at any time, also addressing any groundwater or soil conditions, structural and/or foundation problems, and air and/or noise quality.

7.6 The Landlord acknowledges and agrees that the Tenant, and any and all of its employees, invitees, agents, tenants, and contractors shall be permitted, or otherwise authorized, to have both ingress and egress access over and upon any roadway, street, and/or path owned and controlled by the Landlord, leading to or from the Premises. Further, the Tenant acknowledges and agrees that should the Project require that there be an additional access to a street, roadway or thoroughfare, and if the Landlord agrees to grant such access, then the creation of such street, roadway, and/or thoroughfare shall be at the sole cost and expense of the Tenant. The Tenant hereby acknowledges and agrees that the Landlord is in no way obligated to grant any additional access into, onto, or about the Premises, irrespective of which party is responsible for bearing the cost of creating such access, and any such grant of access by the Landlord shall be in writing, and specifically by the Director of the Community Action and Human Services Department or designee.

7.7 Three (3) years prior to the building, constructed by the Tenant, on the Premises being required to meet the 40-Year Recertification requirements, or similar requirements, imposed by any governmental entity, the Tenant shall report to the Landlord the condition of the Premises, including but not limited to, the condition of any and all Improvements and the building(s) on the Premises. The Tenant shall be responsible for meeting the 40-Year Recertification requirements, and/or similar requirements, for the building(s) on the Premises during the term of this Lease. In addition, the Tenant agrees that commencing upon the thirtieth (30th) anniversary of this Lease, the Tenant will begin to report annually to the Landlord the condition of the Premises, including, but not limited to the condition of any and all Improvements and the building(s) on the Premises. Such report to the Landlord shall describe any maintenance issues which cost more than Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) to repair, renovate, or otherwise restore, as well as any on-going maintenance issues that are difficult to remedy, and any structural issues to the building(s) or Improvements. The Tenant shall deliver to Landlord its annual budget by January 15 of each year, which budget shall include evidence for any and all capital repairs and maintenance exceeding Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), along with a statement from the Tenant describing when such capital repairs will be performed by within such year. Any failure by the Tenant to timely and accurately report the condition of the Premises, as described in this Section 7.7, to the Landlord, the Landlord shall first send a notice to the Tenant reminding the Tenant of its ongoing duty and obligation to inform the Landlord of the condition of the Premises, along with the buildings and Improvements thereon, and should the Tenant continue to fail to timely and/or properly inform the Landlord, then it shall be an event of default under this Lease.

ARTICLE 8

TAXES AND UTILITIES

8.1 The Tenant understands and agrees that as a result of the Landlord's ownership of the Premises, the Premises currently does not incur any ad valorem taxes. However, during the term of this Lease, consistent with Section 5.7, the Tenant shall be solely responsible for any tax, charge, capital levy, imposition, or excise that is assessed or otherwise imposed on the Premises, the leasehold interest, any Improvements, and/or the Rent. The Tenant shall be responsible for and shall

pay, before delinquency, all municipal, county, or state taxes assessed against any occupancy interest or personal property, of any kind or nature, owned by or placed in, upon, or about the Premises. Further, the Tenant covenants and agrees to pay, without notice or demand and without set-off, abatement, suspension or deduction, any and all taxes, payments in lieu of taxes, and betterment assessments, water, electric, sewer, storm water, telephone and other utility charges (except for such separately metered utilities that are attributable solely to the Landlord's 20,000 square feet of office space) for the Premises and/or the building(s) and/or the Improvements. The Tenant further covenants and agrees to pay without notice or demand and without set-off, abatement, suspension or deduction, all other costs, general and special, ordinary and extraordinary, foreseen and unforeseen, which are due and payable during the term of this Lease, at any time imposed or levied against the Premises, the building(s) and/or the Improvements. All such payments shall be made no less than five (5) calendar days prior to the last date on which the same may become delinquent and be paid without penalty.

8.2 The Tenant will furnish to the Landlord, once per year, concurrently with evidence of its status as a limited liability company, authorized to do business in the State of Florida, along with proof of payment of all items referred to in Section 8.1, which are payable by the Tenant, including, but not limited to, the payment of any taxes or payments in lieu thereof. The Tenant shall provide evidence to the Landlord on an annual basis of payment by the Tenant of all impositions, including, but not limited to, special assessments on the Premises and the Project, as well as any applicable real estate taxes, no later than thirty (30) days after the payments are due and/or paid.

8.3 If Tenant shall elect to contest the payment of any taxes, the Tenant may make such payment under protest, or if postponement of such payment will not jeopardize the Landlord's title or interest in or to the Premises, or subject Landlord to the risk of any civil liability or penalty as determined in the sole and absolute discretion of the Landlord, the Tenant may postpone the same to contest the amount of such taxes, but only if such postponement is done in accordance with the then Applicable Laws, rules and regulations. If Landlord then so requires, Tenant shall secure the full amount of the taxes levied and the interest and penalties thereon and the costs of the proceedings or suit on the determination of whether the amount of the taxes is appropriate, by causing to be delivered to the Landlord in the form of a bond or other security, satisfactory to Landlord, which amount Landlord shall hold in its general account during the pendency of the proceedings. The Landlord shall return any amounts remaining, without interest, within thirty (30) days of the conclusion of the proceedings, which Landlord did not use to pay the taxes, interest, or penalty. The Tenant agrees to indemnify, defend, and hold the Landlord harmless from and against any and all costs and expenses incurred on account of the Tenant's protest and participation in such proceedings and/or as a result of the Tenant's failure to timely pay taxes and other related charges with respect to the Premises, the building(s) and/or Improvements on the Premises. The Tenant shall promptly furnish the Landlord with a copy of any notice of all events and actions as they relate to the proceedings and/or suits.

8.4 With respect to the space occupied by Tenant or Tenant's subtenants, and all common areas (inclusive of the entire Premises and the Project, including, but not limited to, any and all Improvements, except for separately metered utilities pertaining solely to the Landlord's 20,000 square feet of office space), the Tenant hereby acknowledges and agrees that any and all utilities shall be in its own name, or in the names of the commercial subtenants and/or residents of

the apartments. The Landlord acknowledges and agrees that with respect to the Landlord's 20,000 square feet of office space, occupied by Landlord or its subtenants, any and all separately metered utilities shall be in Landlord's name, or in the names of its subtenants. The Landlord and Tenant shall separately and promptly pay for any and all invoices associated with any and all utilities for which such party or such party's subtenants are responsible and shall prevent any liens being placed on the Premises due to the foregoing. The Tenant, at its sole cost and expense, shall install, or cause to be installed, any and all utilities on or about the Premises, including necessary utility connections, including, but not limited to, for the building(s) on the Premises. Such utilities shall include, but not limited to, the water, sanitary and storm drain systems or lines and/or any mechanical and/or electrical lines or conduits and any other utility lines, pipes, or wiring. Notwithstanding the foregoing, the Tenant, at its sole cost and expense, shall install all of the separately metered utility lines leading to and from the Landlord's 20,000 square feet of office space (parenthetically, the Landlord hereby agrees that after the aforementioned utilities lines are installed, the Landlord shall be responsible for the invoices for the separately metered utilities). The Tenant shall pay for the additional cost, if any, of locating and installing new facilities for sewer, water, electrical, and other utilities as needed to service the Premises. The Parties agree that as part of Tenant's duties, the Tenant shall, at its sole cost and expense, install, extend, relocate and/or upgrade any utility lines leading to and from the Premises as may be necessary for or related to the Project. The Landlord shall cooperate with the Tenant, to the extent that the Landlord, as owner of the Premises, will need to participate or join in agreements or contracts through its County Mayor or County Mayor's designee, for such matters that are not subject to Board approval. The Landlord, with the prior approval of the Board may grant easements to utility providers for such installation, extension, relocation, and/or upgrade of utility lines to occur, so long as Landlord shall not be required to expend or incur any sum, or incur any obligation, to cooperate with Tenant. Further, unless agreements, contracts or licenses are intended to encumber Landlord's fee simple interest in the Premises, or otherwise encumber, regulate and/or limit the Landlord's interest, the Landlord may participate, issue or join in such agreements, contracts or licenses. The Tenant or the applicable commercial subtenant may execute any and all agreements, contracts or licenses necessary for the installation, extension, relocation, repair and/or upgrade of utility lines, so long as the Landlord shall not be required to expend or incur any sum or expense, or incur any obligation for such utility lines. Should the Landlord's consent or joinder be required, the Landlord's consent or joinder may be provided by the County Mayor or County Mayor's designee, without the need for any further approval from the Board.

8.5 The Landlord and Tenant agree that the Tenant's requirements and obligations pertaining to the payment of taxes and utilities begins on the Commencement Date, and continues through the Expiration Date, including any renewal period(s). Prior to the Commencement Date, the Landlord shall be responsible for any and all taxes and utilities.

ARTICLE 9

CONSTRUCTION OF BUILDINGS AND IMPROVEMENTS

9.1 The Tenant, at its sole cost and expense, shall, at a minimum, perform any and/or all of the pre-construction and construction work necessary to construct the Project. Further, the Tenant shall provide evidence of connection to the sanitary sewer system, or the Plans and Specifications, as defined below, for the same, if the Premises is not currently connected to a sanitary sewer system, establishing that when the Project is constructed, the required connection to the

sanitary sewer system will be in place. The Tenant hereby acknowledges and agrees that Commencement of Construction is prohibited without providing evidence of the required sanitary sewer connection, or proposed sanitary sewer connection, pursuant to the Landlord's Resolution No. R-365-21. Subsequent to the Commencement of the Construction, the Tenant shall submit quarterly notarized status reports to the Community Action and Human Services Department, detailing the Tenant's progress with respect to compliance with development and construction milestones of the Project.

9.2 The Tenant understands and agrees that it is solely responsible to procure any and all construction and related services in strict compliance with any and all local laws, rules and/or regulations, and ordinances pertaining to constructing a sustainable or "green" building(s) on the Premises that conserves the community's natural resources, saves taxpayer dollars, reduces operating expenses, and creates a healthier built environment for employees, tenants, and visitors on and about the Premises. As a direct result of the Tenant's commitment to construct a sustainable building(s), the Tenant further agrees to the following:

a) The Tenant is required at its sole cost and expense to construct the Project in accordance with the Landlord's Sustainable Buildings Ordinance and Program, codified at section 9-71, et. al. of the Code of Miami-Dade County, Florida and Implementing Order 8-8 (collectively referred to as "**Sustainable Buildings Program**"), and to at least a Silver certification rating from the U.S. Green Building Council's Leadership in Energy and Environmental Design ("**LEED**"). If there is a conflict between the requirements of the Sustainable Buildings Program and the obligations set forth in this Lease, the Tenant hereby agrees that it shall comply with the more stringent and exacting standards. The Tenant agrees on a quarterly basis to provide the Landlord, specifically the Director of the Community Action and Human Services Department and the Chief Resilience Officer or their designees, from the Office of Resilience, with copies of any and all records and/or reports (including but not limited to any approvals, rejections and/or comments) from the neutral and independent third-party reviewing the construction of the Project, particularly the mixed-use building, to establish that the Tenant is in fact proceeding with the construction in a manner to ensure that the LEED Silver designation can be secured from the U.S. Green Building Council. The Tenant also hereby acknowledges and agrees that it must incorporate high performance building concepts and technologies in order to enhance the overall design and construction of the Project, while simultaneously making any and all other Improvements and the remaining area environmentally responsible.

9.3 Additionally, the Tenant hereby agrees to employ and otherwise incorporate other sustainable practices in the design and construction of the Project, particularly the building and other Improvements on the Premises, including, but not limited to the following or other sustainable practices agreed to by the Tenant and the Landlord's Chief Resilience Officer, Office of Resilience:

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

b) For the Project, evaluate the impact of any sea level rise that may occur to the Premises

and/or surrounding area, and implement a design plan that takes into account the effects of such sea level rise on the infrastructure for the Project, particularly the building and other Improvements, and the Premises.

c) For the Project, install energy-efficient “cool roof,” also known as a reflective roof (or green roof) on the building, pursuant to the Landlord’s Resolution No.: R-1103-10.

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

e) Purchase, install and utilize Energy Star products for all appliances and air conditioning systems for which the Energy Star program has certified products and/or established standards.

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

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

h) For the Project, the Tenant hereby agrees that it shall perform a study to evaluate the capacity and feasibility of installing solar panels and/or other solar generating energy products and/or technology to produce electricity and/or hot water in the Project, particularly the building. Such study shall include a cost benefit analysis, opportunities to sell or net-meter the energy output, the return on investment, and low-interest financing opportunities to install such solar technology. The Tenant shall provide a copy of such study to the Landlord’s Office of Resilience, and the Director of the Community Action and Human Services Department or designee.

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

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

tree canopy coverage on the Premises.

k) The Tenant hereby acknowledges and agrees to comply with the following Florida-Friendly Landscaping requirements, which such requirements are in addition to all of the other sustainability requirements set forth in this Lease:

1) Landscaping Ordinances.

The Tenant shall comply with the Miami-Dade County landscaping ordinances (“Landscape Ordinances”) as codified in Chapters 18A and 18B of the Code. The Landscape Ordinances are made a part of this Lease by this reference. The Tenant hereby acknowledges and agrees that the Landscape Ordinances provide: (a) the minimum landscape standards required to enhance, improve and maintain the quality of the landscape on property owned by the Landlord, in addition to promoting Florida friendly landscaping principles; and (b) the minimum landscape standards for public rights-of-way within Miami-Dade County, to enhance, improve and maintain the quality of the landscape, in addition to promoting Florida friendly landscaping principles. The Tenant also acknowledges and understands that there is a guide to Florida friendly landscaping, which is available from the University of Florida, Institute of Food and Agricultural Sciences (UF/IFAS), and is available online at <http://www.floridayards.org/landscape/FYN-Handbook.pdf>.

2) Florida-Friendly Fertilizer Use on Urban Landscapes.

The Tenant hereby acknowledges and agrees that to the extent any fertilizer application takes place on the Premises it must be in compliance with the Landlord's fertilizer ordinance codified in Chapter 18C of the Code, and which is cited as the “Miami-Dade County Ordinance for Florida-Friendly Fertilizer Use on Urban Landscapes.” In accordance with the requirements of this Lease, the Tenant’s contractors and/or subcontractors that are responsible for applying commercial fertilizer for any location on or about the Premises, shall be required to complete the University of Florida Institute of Food and Agricultural Sciences (“IFAS”) Extension Green Industry Best Management Practices training class. The Tenant will be financially responsible for providing and ensuring that its contractor and/or subcontractor, as applicable, obtains the requisite the training certificate(s) in accordance with this requirement prior to commencing any commercial fertilization on or about the Premises; and shall ensure that contractor’s/subcontractor’s landscape (fertilizer application) practices are implemented in a manner consistent with the required training.

3) Legal Requirement for Environmental Protection.

The Tenant shall also specifically comply with the Miami-Dade County Environmental Protection Ordinance, as stated in Chapter 24 of the Code. The Miami-Dade County Environmental Protection Ordinance is made a part of this Lease by this reference.

9.4 Beyond the legally required sustainability measures, the Tenant specifically agrees to consider additional areas or means to improve and/or protect the environment with regard to the

construction project, and inform the Landlord of any and all such additional methods or ways that the Tenant will utilize “green building standards” in the design and construction of the Project in an effort to achieve the important goals of creating a healthy place to live and work as well as an environmentally responsible development in the community.

9.5 Prior to the Commencement of Construction, the Tenant must deliver all Plans and Specifications, including, but not limited to, the scheduling for the construction of the Project, the installation of construction fencing, infrastructure improvements, utility connections, landscaping and/or other Improvements, which will all be commenced and completed at Tenant’s sole cost and expense, to the Landlord, and specifically to the Director of the Community Action and Human Services Department or designee for final written approval, at least ninety (90) days before the Commencement of Construction of any such work.

9.6 Upon the Landlord’s receipt of the Plans and Specifications, as described above in Section 9.5, which shall be delivered to the Landlord, specifically the Director of the Community Action and Human Services Department or designee, the Landlord shall review the same, both reasonably and in good faith, and shall, within fifteen (15) calendar days after receipt thereof, advise the Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. In the event of disapproval, the Tenant shall, within fifteen (15) calendar days after the date Tenant receives such disapproval, make those changes necessary to meet the Landlord’s stated grounds for disapproval. Upon the Landlord’s receipt of the revised Plans and Specifications showing the changes requested by the Landlord, the Landlord shall review the same, reasonably and in good faith, and shall, within fifteen (15) calendar days after receipt thereof, advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval.

A. As an alternative to revising the Plans and Specifications upon receipt of the Landlord’s disapproval of the initial submission, the Tenant may request reconsideration of such comments, by first describing in detail why it reasonably believes that the Plans and Specifications should not be changed or modified, in which case, within fifteen (15) calendar days of such request for reconsideration, the Landlord shall again advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. If the Landlord continues to disapprove after reconsideration, Tenant shall resubmit revised Plans and Specifications to the Landlord within fifteen (15) calendar days after the date Tenant receives such disapproval. Any resubmission shall be subject to review and approval by the Landlord, in accordance with the procedure hereinabove provided for an original submission, until the same shall receive final approval by the Landlord. The Landlord and the Tenant shall in good faith attempt to resolve any disputes concerning the Plans and Specifications in an expeditious manner. If the Landlord shall have approved any aspect of the Plans and Specifications in an earlier plan submission, and no portion of the revised Plans and Specifications has affected the earlier-approved aspect, absent extenuating circumstances, the Landlord shall not have the right to disapprove that which it approved earlier, unless it is determined by the Landlord that such Plans and Specifications fails to comply with applicable law(s) and/or ordinance(s).

B. Following completion of the Plans and Specifications approval process, as described in this Section 9.6, the Tenant’s approved Plans and Specifications for the Project, as approved by the Landlord, shall be the final Plans and Specifications for the Project. The

Landlord's approval shall be in writing and each party shall have a set of the final Plans and Specifications signed by both Parties. In the event of any material change that occurs after approval of the final Plans and Specifications for the Project, including any addition thereto, the Tenant must then resubmit the changed portion of the Plans and Specifications to the Landlord for the Landlord's reasonable approval (irrespective of whether the change is required by another Miami-Dade County department as part of the permitting process).

9.7 The Tenant shall cause any and all construction to be performed competently and in a good and workmanlike manner by duly qualified and licensed persons and/or entities, using materials as specified by the Plans and Specifications, and with as little interference as practicable to the affairs of nearby residences and/or businesses.

9.8 The Tenant shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by the Tenant or its contractor on or about the Premises, and shall obtain and deliver to Landlord releases or waivers of liens from all persons or entities doing work on or about the Premises, along with an affidavit from the Tenant stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed on the Premises. The Tenant, is further required, at least ten (10) calendar days prior to Commencement of Construction, including prior to purchasing any supplies or materials, to secure a payment and performance bond, in accordance with Section 255.05, *Florida Statutes*, to guarantee the timely payment of any and all laborers and materialmen, as well as the timely and proper construction of the Project. Such payment and performance bond will be delivered to the Landlord prior to Commencement of Construction. Each payment and performance bond shall be in compliance with all applicable laws including the terms of Section 255.05, *Florida Statutes*, and in compliance with the requirements of Sections 255.05(1)(a) and (c), Section 255.05(3), and Section 255.05(6), and shall name the Landlord and the Tenant beneficiaries thereof, as joint obligees. If a payment and performance bond is secured, then the amount of such payment and performance bond shall be equal to the construction costs of the Project.

9.9 Alternatively to the 255.05 payment and performance bond, the Tenant may: (1) provide the Landlord with an alternate form of security in the form of a certified check that the Landlord may deposit in a bank account controlled by the Landlord or an irrevocable letter of credit in a form and for an amount that is acceptable to the Landlord ("**Alternative Security**"), to remain in place until evidence reasonably satisfactory to the Landlord is submitted to demonstrate all contractors involved in constructing the Project and performing the other Improvements on the Premises have been paid and the Improvements have achieved Completion of Construction, and such Alternative Security shall meet the specifications set forth below; (2) require that the prime contractor (and/or general contractor) hired by Tenant to construct the Project and otherwise perform the work necessary to bring about the Improvements shall provide a performance bond with a surety insurer authorized to do business in the State of Florida, as a surety, in an amount not less than one hundred percent (100%) of their respective contract, in a form acceptable to the Landlord, to ensure that the construction work shall be completed by the contractor or, on its default, the surety and shall name the Landlord as an additional obligee and shall meet the specifications set forth in this Lease; and (3) the prime contractor (and/or general contractor) hired

by Tenant to construct the Project and/or other Improvements shall provide a payment bond with a surety insured, authorized to do business in the State of Florida, as a surety, in an amount not less than one hundred percent (100%) of its respective contract, in a form acceptable to the Landlord, to timely secure the completion of the Project and/or other Improvements free from all liens and claims of sub-contractors, mechanics, laborers and material men and shall name the Landlord as an additional obligee and payee. The Alternative Security and the payment and performance bond shall comply with the requirements of Section 255.05, *Florida Statutes*.

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

(A) Tenant shall obtain a conditional release of lien from its prime contractor (and/or general contractor) at the time each progress payment is made.

(B) Tenant shall obtain an unconditional release of lien from its prime contractor (and/or general contractor) within five (5) business days after payment is made.

(C) In the event Tenant's contractor(s) claim non-payment(s), and/or, fail to timely provide unconditional releases of lien within the timeframe stipulated under these terms, the Landlord reserves the right but not the obligation to:

(i) Reduce the amount(s) in question from the cash deposit(s) or security posted until the claim(s) is/are liquidated; or

(ii) Appropriate funds for such payment(s) from any cash deposit(s) or security posted and make payment(s) directly to the claimant(s).

In either case, the Tenant shall within ten (10) business days of the Landlord's notification to deposit an amount equal to the reduced/disbursed amount in the Landlord's escrow account or increase the irrevocable letter of credit so as to replenish the original amount of the cash deposit(s) or security posted.

9.10 The Tenant acknowledges and agrees that the Landlord, in its capacity as Landlord under this Lease, currently has no obligation and in the future shall have no obligation, financial, regulatory or otherwise, for any activities necessary or otherwise related to the pre-construction and/or construction of any structure(s) and/or Improvements on or about the Premises during the term of this Lease.

9.11 If Tenant's construction activities or other actions relative to the Premises result in the introduction of hazardous materials or contamination of the soil and/or groundwater, then the Tenant agrees to: (1) immediately notify the Landlord of any contamination, claim of contamination, or damage; (2) after consultation and with the approval of the Landlord, to clean up (remediate) the contamination in full compliance with all applicable statutes, regulations and standards, at the Tenant's sole cost and expense; and (3) to indemnify, defend, and hold the Landlord harmless from and against any claim, suits, causes of action, liability, obligations, costs and/or fees, including any and all attorneys' fees arising from or connected with such contamination, claim of contamination or damage.

9.12 Except as set forth in this Section 9.12 of this Lease, all leasehold improvements made by Tenant, including, but not limited to anything erected or installed on or about the Premises at any time during the term of this Lease, whether by or on behalf of the Tenant or by or on behalf of Landlord, shall not be removed from the Premises at any time, unless removal is consented to in advance, in writing, by Landlord; and at the expiration of this Lease (either on the Expiration Date or upon such earlier termination or cancellation as provided for in this Lease), all such leasehold improvements shall be deemed to be part of the Premises, and shall not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in the Landlord without payment of any kind or nature to Tenant. Notwithstanding the foregoing, the Improvements, including fixtures, trade fixtures and equipment placed in, on or upon the Premises by Tenant (or its permitted subtenants) (collectively, the “**Tenant Improvements**”), will be, or shall become part of, the Premises, but such Tenant Improvements will be owned by Tenant (or its commercial subtenants) until the expiration or earlier termination of the term of this Lease including any applicable extension periods, and during such term, the Tenant (or its commercial subtenants) alone will be entitled to the tax attributes thereof, including, but not limited to, all depreciation deductions or cost recovery deductions and the right to amortize costs and low-income housing tax credits or other federal or state benefits for income tax purposes relating to the Project. At the expiration or earlier termination of the term of this Lease or any portion thereof, subject to Section 29, the Tenant will peaceably leave, quit and surrender the Premises and the Tenant Improvements thereon, subject to the rights of tenants in possession of residential units subleases with the Tenant (or its commercial subtenants), provided that such commercial subtenants are not in default thereunder and attorn to Landlord as their lessor. Upon such expiration or termination, the Premises and the Tenant Improvements thereon will become the sole property of the Landlord, and title to such Tenant Improvements will vest with, the Landlord, at no cost to Landlord, and such Tenant Improvements shall automatically transfer to the Landlord free of all unpermitted liens and encumbrances and in good condition and working order.

9.13 Subject to the provisions of Section 9.12 of this Lease, the Tenant’s introduction of any supplies and/or equipment to the Premises, which personal property can be removed without damage to the Premises, shall remain the Tenant’s personal property and may be removed from the Premises upon the expiration of this Lease.

9.14 The Landlord and Tenant agree that in an effort to protect the Landlord in the event Tenant defaults under this Lease, the Tenant grants to the Landlord a security interest in all of the Tenant’s personal property, including, but not limited to, all goods, equipment, and supplies belonging to the Tenant which are placed on or about the Premises during the term of this Lease. Said security interest shall secure all amounts to be paid by Tenant to the Landlord under this Lease, including, but not limited to, the cost for maintenance and repairs to the Premises, and attorneys’ fees, expert witness fees and court costs. However, notwithstanding the foregoing, and consistent with Section 29.10 of this Lease, the Landlord agrees that should any of the Tenant’s personal property, and/or trade fixtures be in fact collateral for a loan, then the Landlord’s rights to such personal property and/or trade fixtures shall be subordinate to the rights and interest of the other governmental authorities and/or the Lending Institution. Further, in the event that a governmental authority and/or a Lending Institution requires or requests evidence of the Landlord’s waiver, in accordance with this Section, then the Landlord, by its County Mayor or

County Mayor's designee, will provide such evidence, consisting of a letter to such governmental authority and/or a Lending Institution.

9.15 Prior to commencing any construction and/or repairs valued at over Twenty-five Thousand and 00/100 Dollars (\$25,000.00) to the Premises, or purchasing any materials, supplies, and/or services, the Tenant shall obtain and deliver to the Landlord, at its sole cost and expense, a payment bond and performance bond, or such other alternate form of security acceptable to the Landlord, any or all of which meets the requirements of Section 255.05, *Florida Statutes*, not less than ten (10) days prior to the anticipated Commencement of the Construction and/or repairs. Said payment and performance bond shall be in favor of the Tenant with the Landlord listed as a dual obligee, the form of such bonds shall be as provided by Section 255.05, *Florida Statutes*, and each shall be in the amount of the entire cost of the construction of the Project, including any addition thereto, or in instances of repair valued at over Twenty-five Thousand and 00/100 Dollars (\$25,000.00), the total cost associated with the repair project regardless of the source of funding. The payment and performance bond shall name Landlord as an additional obligee on the multiple obligee rider attached to the payment and performance bond, and shall be issued by a surety insurer authorized to do business in the State of Florida. The bonds shall be subject to review and approval by Miami-Dade County, Internal Services Department, Risk Management Division, as well as the Community Action and Human Services Department. The Tenant shall be responsible for recording the bonds in the public records of Miami-Dade County and providing notice to subcontractors and suppliers, as required by Section 255.05 of the *Florida Statutes*. Said payment and performance bond shall be maintained in full force and effect for the duration of any construction and/or applicable repair project.

9.16 The Tenant hereby acknowledges that in accordance with the Landlord's rules and regulations, all privately funded construction with a total value over Two Hundred Thousand and 00/100 Dollars (\$200,000.00) must comply with Sections 10-33.02 and 2-10.4.01 of the County Code of Miami-Dade County ("**Code**"), which governs, respectively, the Landlord's Community Small Business Enterprise ("**CSBE**") program, and the Community Business Enterprise ("**CBE**") Program for Architectural, Landscape Architectural, Engineering, and Surveying and Mapping Professional Services. As a result, the Tenant hereby agrees to timely submit, or cause to be submitted, any design and construction packages, to the Small Business Development Division of the Internal Services Department ("**SBD**") prior to advertisement, for review and determination of appropriate small business program measures, and the application of same. The Tenant further agrees that all design and construction packages must be advertised and awarded with the applicable small business measures in accordance with the requirements of the above-mentioned sections of the Code.

9.17 The Tenant shall comply and shall cause its contractors to comply with the Landlord's applicable Responsible Wages (unless the Davis-Bacon Act of 1931 is applicable).

9.18 The Parties hereby acknowledge and agree that it is in the best interests of the Parties for the Tenant to place on any and all signs, posters, billboards, and announcements relating to the Project, including evidence of the Landlord's involvement in the Project, which shall include, but not limited to, placing the Landlord's logo and/or insignia on such signs, posters, billboards, and announcements, as well as specifically referencing any financial contribution of

the Community Action and Human Services Department. Any and all such signs, posters, billboards, and announcements shall be first approved by the Landlord, specifically by the Director of the Community Action and Human Services Department, before such material is made available to the general public and no billboards shall be erected on the Premises. Alternatively, the Director of the Community Action and Human Services Department shall be authorized to provide a blanket type approval to the Tenant for certain signs, posters, billboards, and announcements, thereby alleviating the need for individual approvals by the Landlord. Further, the Parties acknowledge and agree that the purpose of such strategic marketing is to notify the general public of the collaboration between the Parties to timely bring the Project to fruition.

9.19 In the event that the Tenant has failed to plat the Premises to separate the Project, from any Undeveloped Premises, the Landlord shall be free to plat or secure a waiver of plat for the unencumbered and/or Undeveloped Premises, in order to terminate this Lease to the Undeveloped Premises. Should Landlord undertake to perform such work, to plat or secure a waiver of plat, the Landlord shall be permitted to secure reimbursement from the Tenant for any and all of the cost and expense associated with such work. And, upon any request by the Landlord, in furtherance of the foregoing, Tenant shall, upon the Landlord's election: (a) reimburse the Landlord for such cost and expenses relating to plating or securing a waiver of plat, including any and all cost for labor and materials; (b) secure and maintain a surety bond, at its sole cost and expense, with the Landlord as obligee, in an amount equal to the cost to plat, or secure a waiver of plat, for the Undeveloped Premises, which is subject to the Landlord's reversionary interest; and (b) Tenant shall provide the Landlord with evidence of said surety bond, and (c) said bond shall include a clause stating that it shall not be modified or changed without sixty (60) days advance written notice to the Landlord, and (d) said bond shall be written through surety insurers meeting the requirements of Section 287.0935, *Florida Statutes*, whether or not such statute is technically applicable to this matter. The Landlord and Tenant further agree that the Landlord, specifically the Director of the Community Action and Human Services Department or designee shall determine the cost to plat, or secure a waiver of plat, for the Undeveloped Premises, or any portion thereof, which amount shall be the amount of the surety bond secured by Tenant. Further, should the Landlord, after being notified in writing by Tenant that the surety bond is about to expire, fail to provide the Tenant with a new amount for such pending costs within thirty (30) days, the Tenant shall maintain the surety bond in the exact same amount as the previous surety bond.

ARTICLE 10

MAINTENANCE AND REPAIR

10.1 Beginning on the Commencement Date, the Tenant agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease, or any extension or renewal thereof, at its sole cost and expense, the Premises, and any and all infrastructure (utility lines, pipes, wiring) leading to or from the Premises, above ground or below ground, as well as any and all vegetation, including, but not limited to, all grass, hedges, trees, and plants which are, now or in the future, on the Premises. However, in accordance with the Project, the Tenant shall demolish the existing building on the Premises to make way for a new mixed-use building and other Improvements associated with the Project.

10.2 The Tenant, at its expense, shall maintain and keep in good condition and appearance the Premises, including, but not limited to, the parking area (garage), sidewalks, pathways, and/or walkways adjacent to or leading to or from the building and/or Improvements which are constructed on the Premises, including, but not limited to, keeping such areas free from debris, trash, rubbish and/or graffiti.

10.3 With regard to the general maintenance and occupancy of the Premises, Tenant will, at its expense: (a) maintain the Premises in a clean, orderly and safe condition and free of rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence of vermin; (c) cause to have such garbage, trash, rubbish and refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; (d) comply with all laws, ordinances, rules and regulations of governmental authorities regarding the removal of garbage, trash, rubbish and refuse from the Premises; (e) keep all machinery and/or mechanical equipment apparatus free of vibration and noise which may be transmitted beyond the Premises and/or which could unreasonably disturb adjacent landowners or occupiers; (f) prevent (to the greatest extent possible) any objectionable odors and minimize any dust emanating from or being dispelled from the Premises; and (g) comply with and observe all rules and regulations established by the Landlord from time to time which relates to the Tenant's occupancy on the Premises. Further, should the Tenant fail to properly maintain the Premises, the Landlord may elect to clean, remove any trash or rubbish, or otherwise maintain the Premises. Should the Landlord elect to clean, remove any trash or rubbish or otherwise maintain the Premises, the Landlord shall invoice the Tenant the amount of the cost associated with such maintenance, which cost shall be deemed as Rent under this Lease, and payable by the Tenant within thirty (30) calendar days of any invoice from the Landlord.

10.4 Any damage or injury sustained by any person due to the work of the Tenant or any of its agents or contractors, or due to the maintenance, or lack of maintenance, of any mechanical equipment and/or because of the operation or existence of any mechanical, electrical, plumbing, or other equipment of Tenant, or the installation of such, shall be the sole responsibility of the Tenant, and the Tenant shall indemnify, defend and hold Landlord harmless from and against all claims, actions, causes of action, damages and liability in connection therewith, including, but not limited to attorneys' fees, other professional fees, and any other cost which Landlord may incur.

10.5 The Landlord and Tenant agree that prior to the Commencement Date the Tenant shall not be responsible for maintaining the Premises and/or making repairs to the Premises, unless the Tenant caused the damage or waste to the Premises.

ARTICLE 11

DESTRUCTION OF BUILDINGS AND IMPROVEMENTS

11.1 The Tenant shall be responsible for and shall repair any and all damage caused to the Premises, the building, and/or Improvements on or about the Premises, regardless of the source or cause of such damage, starting from the Commencement Date. Further, the Tenant shall immediately notify the Landlord, in writing, upon discovering any damage to the Premises and/or

any building or any of the other Improvements on or about the Premises. The Tenant is responsible for maintaining, replacing and/or repairing any damaged real property, personal property, Improvements and/or any structure. However, in accordance with the Project, the Tenant, at its sole cost and expense, shall immediately demolish the building, which is existing as of the Effective Date, to make way for a mixed-use building, along with the other Improvements associated with the Project.

11.2 After Completion of Construction, in the event the Premises, including the building and Improvements thereon, should be completely destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Premises is rendered unfit for the intended purpose of Tenant, the Tenant may cancel or otherwise terminate this Lease but only after entering into an agreement with the Landlord regarding the cost to immediately repair any damage and/or remove any trash and/or debris, which amount shall be paid by the Tenant to the Landlord, and resettling any and all residents in the building to a new location. The Tenant agrees that prior to cancelling this Lease, the Tenant shall be solely responsible for permanently relocating any and all residents/occupants from the building on the Premises.

11.3 If the building is partially damaged, but the building is not rendered completely unusable for the purposes of this Lease, the same shall be repaired by the Tenant within a reasonable period of time from proceeds of the insurance coverage and/or at its own cost and expense, including being solely responsible for temporarily relocating or moving any and all residents/occupants from the building on the Premises to an alternate location. If the damage to the Premises shall be so extensive as to render it unusable for the purposes intended, but capable of being repaired within one hundred eighty (180) calendar days, the damage shall be repaired with due diligence by the Tenant from the proceeds of the insurance coverage policy and/or at its own cost and expense, including the costs associated with temporarily relocating or moving any and all tenants of the building.

11.4 In the event that any nearby building(s) or structure(s) or improvements are damaged or destroyed, and/or after Completion of Construction of the entire Project, if the building and/or any of the Improvements are damaged due to Tenant's negligence, or the negligence of Tenant's employee(s), vendor(s), agent(s), and/or contractor(s), the Tenant shall be solely liable and responsible to repair and/or compensate nearby building owners and tenants as well as the Landlord for such damage or loss, including, but not limited to, the cost and/or expense associated with relocating any and/or all of the residents/occupants in the building, both temporarily and/or permanently. And in the event of this Lease being terminated due to such damages, then in such event, in addition to compensating the injured parties, and any relocation cost relating to the residents, the Tenant shall, at its sole cost and expense, remove any and all debris, rubble, and remaining building, to the Landlord's satisfaction, and restore the Premises to its original condition.

11.5 Notwithstanding the foregoing, should the Premises, including the building thereon be damaged through no fault of the Tenant, or any of the Tenant's employees, vendor(s), agent(s), and/or contractor(s), and depending upon the remaining term of this Lease, the Tenant shall be permitted to seek a reduction in the requirement repair or rebuild any or all of the damaged building, and such shall be negotiated between the Tenant and the Landlord, but in no event shall

the Tenant be permitted to keep or otherwise retain the proceeds from any insurance policy for its use.

11.6 The provisions of this Article 11 are subject to the rights of any Leasehold Mortgagees and Sub-leasehold Mortgagees, pursuant to their rights to make repairs and/or Improvements under this Lease.

ARTICLE 12

ASSIGNMENT AND SUBLEASE

12.1 Only with the written consent of Landlord, first obtained in each case, through its Board, shall the Tenant be permitted to assign, sublet, transfer, mortgage, pledge, or dispose (“**Transfer**”) of this Lease or the term of this Lease, which consent may be withheld in Landlord’s absolute discretion (except for Tenant’s rights to sublease, or mortgage its leasehold interest in the Premises consistent with Article 29 of this Lease). The Tenant acknowledges and agrees that the Landlord has specifically and intentionally limited the Tenant’s rights to sublease, assign and/or otherwise Transfer the Premises to a different person or entity. This prohibition, the Tenant agrees, includes, but is not limited to: (a) any subletting or assignment which would occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant’s corporate or proprietary structure; and (b) an assignment of subletting to or by a receiver or trustee in any federal or state action, bankruptcy, insolvency, or other proceedings. The Tenant shall provide the Landlord with a written request for Landlord’s approval, by its Board, of any desired Transfer under this Lease at least ninety (90) days prior to the date of the desired Transfer with the legal name of the entity or entities to receive the Transfer, disclosure of the name and address of all of their owners and principals, and any other information reasonably requested by the Landlord to include evidence of past experience and financial stability/capacity consistent with the provisions of Section 29.9 herein.

12.2 All obligations of the Landlord with respect to any Leasehold Mortgagee, Sub-leasehold Mortgagee and/or Equity Investor, including but not limited to those obligations mentioned in Article 29, shall be effective only and to the extent that the Landlord has been provided with written notice of same as herein required.

ARTICLE 13

LIABILITY FOR DAMAGE OR INJURY; NO LIABILITY FOR PERSONAL PROPERTY

13.1 The Landlord shall not be liable for any damage or injury which may be sustained by any party or person on the Premises other than the damage or injury caused solely by the gross negligence of Landlord, its officers, employees, or agents, subject to the limitations of *Florida Statutes*, Section 768.28. The Landlord and Tenant agree that prior to the Commencement Date the Tenant shall not be liable for any damage or injury, unless the Tenant caused such damage or injury.

13.2 All personal property placed on or moved in the Premises shall be at the sole risk of Tenant or the owner thereof. The Landlord shall not be liable to Tenant or any owner of such personal property for any damage to said personal property unless solely caused by or due to the gross negligence of the Landlord, the Landlord's agents or employees, subject to all limitations of *Florida Statutes*, Section 768.28.

ARTICLE 14

LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS

14.1 The Landlord shall not be responsible or liable to the Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons coming onto the Premises, including but not limited to invitees, trespassers, and/or licensees for any loss or damage resulting to the Tenant, or those claiming by, through or under Tenant, for themselves and/or their personal property, from any actions or activity by such person(s), including, but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to the Premises, the Tenant, or anyone claiming by, through or under the Tenant. To the maximum extent permitted by law, the Tenant agrees to use and occupy the Premises at its own risk.

ARTICLE 15

LANDLORD'S RIGHT OF ENTRY

15.1 The Landlord acknowledges and agrees that the Tenant may maintain a policy relating to visitors and other invitees onto the Premises, and/or into the building and/or other structures or areas on the Premises, and such policy may include verification of identification. The Landlord, or any of its employees and/or agents shall have the right to enter the Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior written notice, to examine the Premises, including the building or any other structure or area on the Premises, or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall exist for the routine purpose of ensuring that the Premises is safe, and that the Tenant's operations are consistent with the terms and conditions of this Lease. Notwithstanding the foregoing, the Landlord, without prior notice or warning to the Tenant, shall always be permitted to enter the Premises, including the building and/or any other structures or areas, to make such safe in the event of an emergency, as solely determined by the Landlord.

15.2 Upon Completion of Construction for the Project, and thereafter throughout the term of this Lease, the Parties acknowledge and agree that the Landlord, specifically including, but not limited to, any duly authorized employee of the Community Action and Human Services Department, and/or any duly authorized employee from the Miami-Dade County Department of Audit and Management Services, and/or any employee from the Miami-Dade County Department of Public Housing and Community Development or the departments' duly authorized agents, or successor departments, shall have the right and privilege to enter the Premises, with forty-eight (48) hours' prior written notice, at any time during the normal business hours, to inspect the books and records of the Tenant regarding the rental of any residential unit(s), to ascertain the validity of

Rent payments (specifically Percentage Rent payments), and to otherwise inspect the use of the Premises, including, but not limited to, the condition of any and all Improvements thereon, and to determine whether or not the restrictions regarding the Project are being fully complied with by the Tenant, and/or its successors or assigns. The Landlord shall have the right to review any and all tenant applications, leases, rent rolls, and to request such other proof as necessary to determine if the Tenant is complying with all of the Affordable Housing requirements described in this Lease, and to make certain that all of the residents occupying apartments that are set-aside for Affordable Housing meet the requirements of being Eligible Occupants. The Tenant agrees that it shall incorporate in any and all of the residential lease agreements with the residents that the Landlord shall have the right to review and inspect leases, resident applications, rent rolls and similar information and documentation. Further, at the Landlord's discretion, the Landlord may require the Tenant to bring or deliver any of the aforementioned books and records to the Landlord's office location, so that the Landlord may conduct its inspection, review, or audit at its offices. Further, should the Landlord determine that the Tenant underpaid the Rent (specifically any of the Percentage Rent payments) to the Landlord, then not only shall the Tenant be required to immediately (within thirty (30) calendar days) deliver such amount to the Landlord, with interest, at the highest amount permitted by law, but also pay a penalty to the Landlord in the amount of fifteen percent (15%) of the unpaid amount, plus the Tenant shall be liable to the Landlord for the full cost and expense of any audit performed by the Landlord. And the Tenant shall always keep and maintain no less than seven (7) years' worth of its books and records available, for the Landlord to audit such documents.

ARTICLE 16

PEACEFUL POSSESSION

16.1 Subject to the terms, conditions, and covenants of this Lease, Landlord covenants and agrees that Tenant shall and may peaceably have, hold, and enjoy the Premises without hindrance or molestation by the Landlord.

ARTICLE 17

SURRENDER OF PREMISES

17.1 The Tenant agrees to surrender to the Landlord, in accordance with Section 26.1, upon the Expiration Date, or any extension or renewal thereof, or any early termination, or cancellation of this Lease, the Premises in as good condition as the Premises was at the beginning of the term of this Lease, including any Improvements thereon, ordinary wear and tear excepted. Notwithstanding the foregoing it is understood and agreed that the existing building on the Premises shall be demolished in order to construct the required Project on the Premises, and when such existing building is demolished there will not be an obligation to rebuild such building, or otherwise to restore such building on the Premises, instead, the Tenant will be obligated to construct the Project. In addition, upon the Expiration Date, or any extension thereof, or upon any early termination or cancellation of this Lease, subject to the requirements of this Lease, the building and any other structures and/or Improvements constructed on the Premises shall remain on the Premises, and shall become the sole property of the Landlord, without any payment or obligation to the Tenant. Should the Tenant, or any successor, fail to peacefully, properly and/or timely surrender the Premises to the Landlord, then the Tenant, and/or any entity in possession,

shall be liable to the Landlord for the fair market value of the rent for the Premises, along with any and all Additional Rent and impositions. The fair market value for the Premises shall be determined by an appraisal, which is secured by the Landlord.

ARTICLE 18

INDEMNIFICATION AND HOLD HARMLESS

18.1 The Tenant shall, and shall also cause each commercial subtenant, to indemnify and hold harmless the Landlord and its officers, directors, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Landlord or its officers, directors, employees, agents or instrumentalities may incur as a result of any and all claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from: (a) the negligent performance of this Lease by Tenant and/or (b) violations of any Applicable Laws that govern the design, development, construction, funding, operations, management and/or use of the Project by the Tenant and/or any of its employees, agents, servants, partners, principals, commercial subtenants, contractors, or subcontractors, except to the extent of, or relating to, or arising out of, the gross negligence or willful misconduct of the Landlord or its officers, directors, employees, agents, or instrumentalities. The Tenant, and/or as applicable any subtenant, shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. And this indemnification is intended to cover or otherwise be applicable even if the loss is caused or alleged to be caused by the joint, comparative, or concurrent negligence or fault of the Landlord and/or its officers, directors, employees, agents and/or instrumentalities, and even though any such claim, cause of action or suit is based upon, or alleged to be based upon, the strict liability of the Landlord or its officers, directors, employees, agents and/or instrumentalities. This indemnity provision is intended to indemnify the Landlord and its officers, directors, employees, agents and instrumentalities against the consequences of their own negligence or fault as provided above when the Landlord or its officers, directors, employees, agents and/or instrumentalities are jointly, comparatively, or concurrently negligent with the Tenant. The Tenant expressly understands and agrees that any insurance protection required by this Lease, or otherwise provided or secured by the Tenant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 19

FORCE MAJEURE EVENTS

19.1 The Tenant and/or the Landlord shall be excused for the period of any delay for a time period not to exceed one hundred eighty (180) calendar days and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of this Lease when prevented from so doing by Force Majeure. The provisions of this section shall only apply if the delayed party complies with the following requirements: (a) when the delayed party has knowledge of the existence of a Force Majeure event, such party shall give prompt written notice thereof to the other party, but in no event later than forty-five (45) days of the event giving rise to the Force Majeure (failing which, this section shall be waived with regard to such event) and (b) the

delayed party shall take commercially reasonable steps to attempt to mitigate all delays and the Force Majeure event, and to remove, resolve or otherwise eliminate such occurrence while keeping the other party advised with respect thereto, and shall commence performance of its obligations hereunder promptly upon such removal, resolution, or elimination. The Landlord or Tenant, as applicable, shall only be entitled to an extension of time, equal to the exact same period of the Force Majeure delay to complete its duty to perform under the terms and conditions of this Lease and, notwithstanding any provision to the contrary in this Lease, in no event shall delays caused by Force Majeure extend any of the deadlines, milestones and/or date for performance set forth in this Lease by a time period greater than one hundred eighty (180) calendar days (*Note, for purposes of clarity, an event of Force Majeure will not result in a party automatically having a year to perform its obligations. Instead, an event of Force Majeure will grant a party a period of time to perform its obligation, which time is equal to the exact same period of the event Force Majeure, up to a maximum period of one hundred eighty (180) calendar days, if necessary). Notwithstanding the foregoing, the Parties hereby agree that neither party can claim that the Coronavirus, commonly known as COVID-19, and/or any of its variants, are the source or cause of an event of Force Majeure.

ARTICLE 20

SUCCESSORS IN INTEREST

20.1 It is acknowledged and agreed between the Parties that all covenants, conditions, agreements, and undertakings contained in this Lease shall extend to and be binding upon the respective successors and assigns of the respective Parties, the same as if they were in every case named and expressed.

ARTICLE 21

TERMINATION

21.1 **TERMINATION BY LANDLORD:** The occurrence of any of the following shall cause this Lease to be terminated by the Landlord upon the terms and conditions also set forth below:

A. Automatic Termination:

- 1) Institution of proceedings in voluntary bankruptcy by the Tenant.
- 2) Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days or more.
- 3) Assignment of this Lease by Tenant for the benefit of creditors, except for Leasehold Mortgagee's right to operate as described in Article 29 (Tenant's right to mortgage its leasehold interest).

B. Termination after ten (10) calendar days' written notice by the Landlord to Tenant for doing any of the following:

1) Non-payment of any sum or sums due under this Lease after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the ten (10) calendar day period following mailing of the written notice.

2) Notice of any condition posing a threat to health or safety of the public and not remedied within the ten (10) day period from date of written notice.

C. Termination or specific performance after thirty (30) calendar days' written notice to Tenant for the reason(s) as set forth below:

1) The Landlord may seek termination of this Lease for failure of the Tenant to maintain its corporate/company status with the State of Florida and/or failure to secure and maintain its local business license with the appropriate jurisdiction(s), including, but not limited to, the local business tax receipt (formerly known as an occupational license).

2) The Landlord may seek termination of this Lease for failure of the Tenant to occupy, or if the Tenant vacates, or abandons the Premises, or otherwise ceases or discontinues its operations on the Premises, consistent with Section 28.3.

3) The Landlord may seek a court order for specific performance for failure of the Tenant to maintain a minimum of eighty-two (82) apartments of Affordable Housing, which are leased to individuals or families who meet the requirements of Section 2.1 of this Lease, following the Tenant securing a Certificate of Occupancy for the Project.

4) Non-performance of any covenant of this Lease or default arising from the Tenant's failure to keep, observe and/or perform any of the terms contained in this Lease, including Subsection 21.1.C(1) through (3) above, excepting the non-payment of Rent and other matters listed in Section 21.1.A and B above, and should such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant setting forth with reasonable specificity the nature of the alleged breach, with copies thereof to each Leasehold Mortgagee and Sub-leasehold Mortgagee who shall have notified Landlord of its name, address and interest prior to such notice; or in the case of such default or contingency which cannot with due diligence and in good faith be cured within thirty (30) days, Tenant fails within said thirty (30) day period to proceed promptly and with due diligence and in good faith to pursue curing said default. Should Landlord fail to notify the Leasehold Mortgagee and Sub-leasehold Mortgagee in accordance with the terms of this subsection, it shall not prevent the Landlord from taking any action against Tenant, but the rights of any Leasehold Mortgagee and Sub-leasehold Mortgagee under this Lease shall remain unaffected until it receives notice in accordance with this subsection. Along with any notice of default issued to the Tenant, the Landlord must provide written notice to any applicable Equity Investor, and any Leasehold Mortgagee and Sub-leasehold Mortgagee, and such entities shall have the right to cure any such breach of this Lease in the timeframe set forth in this Subsection 21.1.C(4), or such other time frame set forth in the Lease if such other timeframe is different. Notwithstanding and prevailing over any other provision in this Lease to the contrary, including this Subsection 21.1.C(4), no default shall continue in excess of one hundred eighty (180) calendar days from the date of the Landlord's notice, and should any default continue in

excess of one hundred eighty (180) calendar days, then, even after and notwithstanding the prompt, diligent and good faith pursuit of actions to cure such defaults, this Lease and the rights of Tenant and any Leasehold Mortgagee, Equity Investor, and Sub-leasehold Mortgagee hereunder shall terminate.

5) A partial termination of any portion of the Premises not being utilized by the Tenant, in the sole discretion of the Landlord, as more specifically set forth in Section 3.4 herein.

6) A termination of this Lease, subject to Force Majeure and specifically the provisions of Article 19, and Section 6.13, for failure of the Tenant to Complete Construction of the Project by June 30, 2028.

D. Subject to the Force Majeure provisions as set forth in this Lease, in the event that the Tenant fails to timely Complete Construction of the Project (by June 30, 2028), and the Landlord elects to not terminate this Lease, the Tenant shall pay to the Landlord the amount of the Liquidated Damages on a monthly basis, each and every month, and partial month, for failure to timely Complete Construction of the Project. The payment to the Landlord shall be due and begin on the first (1st) day of the month following when construction of the Project was required to be completed.

E. If an event of default by the Tenant shall occur, the Landlord, at any time after the appropriate cure period has expired, shall be permitted to give written notice to the Tenant and any Equity Investor, Leasehold Mortgagee or Sub-leasehold Mortgagee who has appropriately notified the Landlord in accordance with Article 29, that the Lease has been, or will be, terminated.

F. The Tenant's failure to obey any and all criminal laws pertaining to fraudulent acts and/or activity relating to the development, construction, and/or renovation of any the building or Improvements shall be a default of this Lease. The Tenant acknowledges and agrees that it has an ongoing obligation to abide by the terms and conditions of this Lease, as well as any rental regulatory agreement or funding agreement (or similar document entered into with the Landlord and/or any other governmental entity). Therefore, the Parties agree that should it be determined by a court of competent jurisdiction that the Tenant has been found to be in violation of any Applicable Laws, in which the Tenant is subject to criminal fines, fees, penalties and/or any imprisonment of any of the key officers of the Tenant, arising from any fraudulent acts or activities relating to the development, construction, and/or renovation of the building or Improvements, then the Tenant shall automatically be in default of this Lease, without any right to cure, and the Landlord shall have the right to terminate this Lease, or impose any additional obligations upon the Tenant, in the Landlord's sole and absolute discretion, and as the Landlord deems warranted.

G. If the Landlord terminates this Lease for any reason, including, but not limited to termination for the Tenant's failure to utilize and maintain the Premises for the Permitted Use, the Landlord shall not be required to incur any additional cost or expenses, or pay any compensation, in connection with regaining control of the Premises from the Tenant. The Tenant agrees that under no circumstances shall the Tenant be entitled to any termination or cancellation fee or any similar economic incentive or payment with regard to this Lease should this Lease be terminated or cancelled, unless specifically set forth in this Lease.

H. The Landlord may not cancel or otherwise terminate this Lease or any portion thereof without the prior written notification to the Equity Investor, Leasehold Mortgagee and Sub-leasehold Mortgagee, so long as such Equity Investor, Leasehold Mortgagee and Sub-leasehold Mortgagee shall have first provided the Landlord with written notice of its involvement in the Project. Any notice pertaining to termination and/or default of this Lease sent by the Landlord to Tenant shall also be sent to the applicable Equity Investor, Leasehold Mortgagee and Sub-leasehold Mortgagee; provided, however, that all obligations of the Landlord with respect to the provision of notices to the Equity Investor, Leasehold Mortgagee and Sub-leasehold Mortgagee set forth in this Lease shall be effective only and to the extent that the Landlord has been provided with timely written notice of such Leasehold Mortgagee, Sub-leasehold Mortgagee and Equity Investor in accordance with sections 12.2 and 29.4.

21.2 TERMINATION BY TENANT: The Tenant shall have the right to cancel or otherwise terminate this Lease prior to the Expiration Date in the following instances:

(1) In accordance with Section 4.12 of this Lease, the Tenant shall have the right to terminate this Lease during or immediately upon the expiration of the Investigation Period, should it identify an impediment or obstacle and determine that the cost to cure or resolve such impediment or obstacle would be in excess of fifteen percent (15%) of the construction cost for the Project, or within the initial ninety (90) day period of the Investigation Period, the Tenant identifies a major environmental hazard, and the cost for remediation is prohibitively expensive or the Landlord and Tenant agree that the time required to properly remediate the environmental hazards would substantially delay the Commencement of Construction, as described in Section 4.12 of this Lease. Should the Tenant elect to exercise its right to terminate this Lease during or at the end of the Investigation Period, as more fully described in Section 4.12 of this Lease, then the Tenant shall notify the Landlord, in writing, by the expiration of the eighteen (18) month period, or as otherwise required by Section 4.12, of its decision to terminate this Lease early, and act in accordance with the requirements found in Section 4.12 of this Lease.

(2) On and after the Commencement Date, should the Tenant seek to terminate this Lease due to an event of default by the Landlord, pursuant to the terms and conditions of this Lease, the Tenant may only terminate this Lease or any portion thereof, early, after it has first notified any Equity Investor, Leasehold Mortgagee and Sub-leasehold Mortgagee. Any termination notice from Tenant to the Landlord shall include evidence that the Equity Investor, Leasehold Mortgagee and Sub-leasehold Mortgagee have been notified and consent to Tenant's early termination or cancellation, for all or any portion of the Premises.

(3) Despite the early termination of this Lease, the Tenant shall remain fully responsible for any and all costs, fees, expenses and/or invoices incurred by the Tenant prior to termination of this Lease. Further, should the Tenant fail to peacefully, properly and/or timely surrender the Premises to the Landlord after the termination of this Lease, then the Tenant shall also be liable to the Landlord for the fair market value of the rent for the Premises, along with any and all Additional Rent and impositions. The fair market value for the Premises shall be determined by an appraisal, which is secured by the Landlord. In addition, the Landlord may relet the Premises or any part thereof, for such term or terms (which may be greater or less than the

period which would otherwise have constituted the balance of the term of this Lease) and on such conditions (which may include concessions or free rent) as Landlord, in its sole discretion, may determine and may collect and receive the rents therefore, so long as the Landlord uses normal and customary practices in attempting to re-let the Premises, or any part thereof. And provided the Landlord acts reasonably to mitigate the damages, which can include not attempting to re-let the Premises, the Landlord shall in no way be responsible or liable for any failure to re-let the Premises or any part thereof, or for any failure to collect any rent that would otherwise be due for any such re-letting.

(4) After the giving of notice of termination to the requisite Equity Investor, Leasehold Mortgagee(s) and Sub-leasehold Mortgagee(s), and upon the expiration of thirty (30) calendar days, unless a different cure period is applicable, as described in this Lease, the Equity Investor, Leasehold Mortgagee(s) and Sub-leasehold Mortgagee(s) shall have failed to cure such default, this Lease and the remaining term thereof shall end and expire as fully and completely as if the date of expiration of such cure period were the day herein definitely fixed for the end and expiration of this Lease, and any sublease shall continue, in the manner provided for in this Lease.

(5) This Article 21 shall survive the termination of this Lease.

ARTICLE 22

DEFAULT OF TENANT AND REMEDIES

22.1 Consistent with and in addition to Article 21, Termination, above, if Tenant shall fail to comply with the terms and/or condition of this Lease, and if such violation or failure continues beyond any applicable cure period as provided in this Lease, then Landlord may proceed with any remedy available under this Lease and/or at law or in equity in the State of Florida, or by such other proceedings, including reentry and possession, as may be applicable, and unless otherwise stated this Lease, where in this Lease is states that the remedy is termination of this Lease, then in such instance, the other remedies at law or in equity shall not be available to the Landlord, unless otherwise stated in this Lease, except for Section 22.7 of this Lease.

22.2 Should Tenant elect or fail to perform or observe any covenant or condition of this Lease (other than defaults that result in automatic termination, default for failure to Complete Construction timely, and a default involving the payment of Rent, or a condition posing a threat to the health and safety of the public), which default has not been cured within thirty (30) calendar days after the giving of notice by Landlord, unless such default is of such nature that it cannot be cured within such thirty (30) day period, in which case no event of default shall occur so long as Tenant shall commence the curing of the default within such thirty (30) day period and shall thereafter diligently prosecute the curing of same, and/or such remedy for any such default is not otherwise addressed in this Lease, then the Landlord shall be permitted to terminate this Lease, and immediately take possession of the Premises. Notwithstanding and prevailing of the preceding sentence, in no event shall the cure of any default exceed one hundred eighty (180) calendar days. Further, should Tenant elect or fail to perform or observe any covenant or condition of Article 5 of this Lease and the payment obligations contained therein, which default has not been cured within ten (10) days of giving notice by Landlord to Tenant, then the Landlord shall be permitted to terminate this Lease and immediately take possession of the Premises.

22.3 Should Tenant vacate or abandon the Premises, or fail to immediately take possession of the Premise, or otherwise ceases or discontinues its operations, for a continuous period of thirty (30) days or more, for other than fire or casualty, the Landlord shall be permitted to terminate this Lease and immediately re-take possession of the Premises. It shall be the Landlord's reasonable determination as to whether or not the Tenant has either vacated or abandoned the Premises, or alternatively failed to take possession of the Premises.

22.4 Upon any default, and after the expiration of any cure period, and the termination or this Lease, and/or the Tenant's abandonment of the Premises, the Landlord may, in accordance with any lawful process, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant situated in the Premises without liability for trespass or conversion, and may sell or otherwise dispose of any and all such property after thirty (30) calendar days' notice to Tenant, which notice shall constitute reasonable and sufficient notice (so long as such property is reasonably valued by the Landlord at more than Five Thousand and 00/100 Dollars (\$5,000.00), otherwise, such property shall be considered abandoned by the Tenant, and Landlord shall have no obligation to either store, maintain, sell or otherwise dispose of the property). The proceeds of any such sale or disposition shall be applied first to the payment of all costs and expenses of conducting the sale and/or caring for and/or storing said property, including reasonable attorneys' fees; second, toward the payment of any indebtedness, including (without limitation) indebtedness for Rent, which may be due or become due to Landlord; and third, to pay Tenant, upon written demand by the Tenant, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid, so long as Tenant in fact makes such demand within ninety (90) calendar days of any such sale or disposition of property.

22.5 Upon any default, Landlord may perform, on behalf of and at the expense of the Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice of, the cost of which performance by Landlord, together with interest thereon, at the highest legal rate of interest as permitted by the State of Florida, and shall be immediately payable by Tenant to Landlord.

22.6 Notwithstanding the provisions of Section 22.5, and regardless of whether an event of default shall have occurred, Landlord may exercise the remedy described in Section 22.5 without any notice to Tenant if Landlord, in its good faith judgment, believes it would be injured by failure to take rapid action or if the unperformed obligation by Tenant constitutes an emergency.

22.7 If this Lease is terminated or cancelled by the Landlord, the Tenant nevertheless shall remain liable for any and all Rent and damages which may be due, become due or be sustained by Landlord, along with any and all reasonable costs, fees and expenses including, but not limited to, attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises or a portion thereof to others. Further, the Landlord hereby expressly agrees that after it retakes possession of the Premises, that it shall institute a good faith effort to mitigate the Tenant's ongoing exposure for the Rent by re-letting the Premises to a different entity.

22.8 Upon any default by the Tenant, and notwithstanding any rights of the Equity Investor, Leasehold Mortgagee(s) and Sub-leasehold Mortgagee(s), as described in this Lease, the

Landlord shall have the following remedies, in addition to any other rights and remedies described in this Lease, which are cumulative:

- (i) In addition to any and all other remedies in law or in equity that the Landlord may have against the Tenant, the Landlord shall be entitled to sue the Tenant for all damages, costs and expenses arising from Tenant committing an event of default, and recover all such damages, costs and expenses, except that the Landlord shall be responsible for its own cost of suit, attorneys' fees, and cost for expert witnesses, at both trial and appellate levels;
- (ii) Restrain, by injunction, the commission of or attempt or threatened commission of an event of default and/or obtain a decree specifically compelling performance (specific performance) of any such term or provision of this Lease; (iii) to cure any default, including, but not limited to, making any repairs, and/or performing any maintenance items. Should the Landlord elect to cure any of the defaults by the Tenant, including, but not limited to, making repairs and/or performing any maintenance, then the Landlord shall be entitled to be immediately reimbursed by the Tenant, and such reimbursement can be by the Landlord deducting the amount of the reimbursement from any deposit held by the Landlord and/or from any amount owed to the Tenant, or alternatively, by billing the Tenant for the amount of the reimbursement, which shall be paid to the Landlord within thirty (30) calendar days;
- (iv) Terminate any and all obligations that the Landlord may have under this Lease, in accordance with Article 21, in which event this Lease shall terminate, and the Landlord shall be released and relieved from any and all liability under this Lease.

22.9 In addition to any and all other remedies in law or in equity that either party hereto may have against the other, each party hereby agrees to be responsible for its own costs and expenses associated with pursuing a claim against the other party, unless expressly described otherwise in this Lease, and therefore each party shall be solely responsible for its own attorneys' fees, witness expenses, and court costs at both trial and appellate levels.

22.10 All rights and remedies of the Parties under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to the Parties under applicable law.

22.11 The provisions of this Article 22 shall survive any termination of this Lease.

ARTICLE 23

NOTICES

23.1 Notices provided in this Section shall include all notices required in this Lease or required by law. Any notice or other communication given or made pursuant to this Lease shall be in writing and shall be deemed given if: (i) delivered personally or by courier; (ii) sent by certified mail, return receipt requested, with all postage pre-paid; or (iii) sent by a nationally recognized overnight delivery service (such as FedEx or DHL) and addressed to a party at its respective address as set forth below (or at such other address as shall be specified, in writing, by a party, from time to time):

If to
Landlord: Internal Services Department

111 N.W. 1st Street, Suite 2460
Miami, Florida 33128-1907
Attention: Director

and Community Action and Human Services Department
701 N.W. 1st Court, 10th Floor
Miami, Florida 33136
Attention: Director

and County Attorney's Office
111 N.W. 1st Street, 28th Floor
Miami, Florida 33128
Attention: Terrence A. Smith
Assistant County Attorney

If to
Tenant: De Hostos True Norte Holdings, LLC
c/o JDF, LLC
777 West Putnam Avenue
Greenwich, Connecticut 06831
Attention: Joanne D. Flanagan, Esquire

with a Nelson Mullins Riley & Scarborough LLP
copy to 390 N. Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Heather Toft, Esquire

All such notices and other communications shall be deemed given on the date of personal or local courier delivery, or delivery to overnight courier or express delivery service, and shall be deemed to have been received upon receipt or refusal thereof. For the sake of convenience and rapidity of transmission, copies of notices may be sent by electronic or facsimile transmission, but such transmissions alone, or together, shall not be deemed to satisfy the notice requirements of this Lease absent a written acknowledgement by the other party of actual receipt or the giving of notice by one of the other means as stated above. Any notice sent by the Landlord to Tenant shall also be sent to the Equity Investor, as well as to the Leasehold Mortgagee and the Sub-leasehold Mortgagee; provided, however, that all obligations of the Landlord with respect to the provision of notices to the Equity Investor(s) and the Leasehold Mortgagee and Sub-leasehold Mortgagee set forth in this Lease shall be effective only and to the extent that the Landlord has been provided with timely written notice of the such Leasehold Mortgagee and Sub-leasehold Mortgagee and Equity Investor(s) in accordance with Sections 12.2 and 29.4.

ARTICLE 24

INSURANCE

24.1 On or before the timelines referenced below, the Tenant shall furnish to the Landlord's Real Estate Development Division c/o Internal Services Department, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets or exceeds the requirements as outlined below:

DESIGN STAGE

On or before the Effective Date, the Tenant shall secure and maintain through the Completion of Construction, and furnish to the Landlord the Certificate of Insurance for the following:

Professional Liability Insurance in the name of the Tenant or the licensed design professional employed by the Tenant in an amount not less than \$2,000,000 each occurrence/aggregate covering claims arising out of the Design concept, Plans and Specifications, or for failure to render professional service or provision of products.

CONSTRUCTION PHASE

On or before the Commencement Date, the Tenant shall secure and maintain through the Completion of Construction, and furnish to the Landlord the Certificate(s) of Insurance for the Tenant, or cause its General Contractor to provide, for the following types of insurance coverage:

- (1) Completed Value Builders' Risk Insurance on an "All Risk" or special perils basis, including wind and flood, earthquake and collapse, in an amount not less than one hundred percent (100%) of the completed value of the Project, on a replacement cost basis. Coverage shall remain in place until substantial completion. The policy will show Miami-Dade County as named insured or a Loss Payee A.T.I.M.A.
- (2) Flood Insurance shall be provided for those properties found to be within a flood hazard zone, in an amount not less than the full replacement values of the completed structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP), whichever is greater. The policy will show Miami-Dade County as a Loss Payee A.T.I.M.A. This policy will be provided at such time that the building's walls and roof exist.
- (3) Contractors Pollution Liability Insurance in an amount not less than \$1,000,000 each occurrence, \$2,000,000 aggregate.
- (4) Umbrella / Excess Liability Insurance providing excess coverage over underlying Commercial General Liability, Automobile Liability and

Contractors Pollution Liability coverages, in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate. Terms to be not more restrictive than underlying coverages.

- (5) Workers' Compensation Insurance, as required by Chapter 440, *Florida Statutes*.
- (6) Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$1,000,000 per occurrence and \$2,000,000.00 in the aggregate to include products/completed operations, contractual liability. Miami-Dade County must be included as an additional insured.
- (7) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- (8) Professional Liability Insurance in the name of the Tenant or the licensed design professional employed by the Tenant in an amount not less than \$2,000,000 each occurrence/aggregate covering claims arising out of the Design Concept, Plans and Specifications, or for failure to render professional service or provision of products.

OPERATION/MANAGEMENT PHASE

After Completion of Construction occurs, the following insurance must be secured and kept in force throughout the duration of this Lease, and the Tenant shall immediately furnish to the Landlord the Certificate(s) of Insurance for the following:

- 1. Commercial General Liability in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage combined. Coverage must include Abuse and Molestation Liability, Assault and Battery, and Products and Completed Operations Liability. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- 2. Umbrella / Excess Liability Insurance, proving excess coverage over underlying Commercial General Liability, Automobile Liability coverages, in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate. Terms to be not more restrictive than underlying coverages.
- 3. Property Insurance Coverage on an "All Risk" basis in an amount not less than one hundred percent (100%) of the replacement cost of the building(s). The policy will show Miami-Dade County as a Loss Payee A.T.I.M.A.
- 4. Flood Insurance coverage for those properties found to be within a flood hazard zone for the full replacement values of the building(s) and structure(s) or the maximum amount of

coverage available through the National Flood Insurance Program (“NFIP”), whichever is greater. The policy will show Miami-Dade County as a Loss Payee A.T.I.M.A.

5. Workers’ Compensation Insurance, as required by Chapter 440, *Florida Statutes*.

6. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

24.2 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than “A-” as to management, and no less than “Class VII” as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Landlord’s Risk Management Division.

24.3 Insurance by Landlord. The Parties hereby acknowledge and agree that the Landlord is self-insured and therefore will not be required to purchase or otherwise secure any type of insurance for its occupancy and/or use of the office space on the Premises.

ARTICLE 25

PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

25.1 Tenant covenants and agrees that during the term of this Lease, the Tenant will, at its sole cost and expense, obtain any and all necessary governmental permits, licenses, certificates, authorizations, warrants, and approvals, that all uses of the Premises will be in complete conformance with any and all Applicable Laws, including, but not limited to, any and all ordinances, codes, rules, regulations, and applicable zoning regulations, and that Tenant shall and shall require all of its commercial subtenants to comply with Applicable Laws at all times as relating to this Lease and the Premises.

25.2 Any and all charges, taxes, or assessments levied against the Premises shall be paid by Tenant, and failure to do so will constitute a breach of this Lease.

25.3 Landlord as Sovereign

It is expressly understood and agreed that notwithstanding any other provision of this Lease and the Landlord’s status under this Lease:

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

B. The Landlord shall not by virtue of this Lease be obligated to grant the Tenant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development, and/or operation of the Premises.

25.4 No Liability for Exercise of Police Power

Notwithstanding and prevailing over any contrary provision in this Lease, and/or any other document relating to this matter, including any Landlord covenant or obligation that may be contained in this Lease, or any implied or perceived duty or obligation of the Landlord including but not limited to the following:

A. To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Tenant, regardless of the purpose required for such cooperation;

B. To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

C. To apply for or assist the Tenant in applying for any county, city or third-party permit or needed approval; or

D. To contest, defend against, or assist the Tenant in contesting or defending against any challenge of any nature;

shall not bind the Board, the Regulatory and Economic Resources (RER) department or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld, or revoked in the discretion of the Landlord or any other applicable governmental agencies in the exercise of its police power; and the Landlord shall be released and held harmless by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the Tenant or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the Parties recognize that the approval of any building permit and/or Certificate of Occupancy may require the Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Lease, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Landlord's obligation to use reasonable good faith efforts in the permitting of the use of Landlord's property regarding the Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Lease. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Lease.

ARTICLE 26
OWNERSHIP OF ABANDONED PERSONAL PROPERTY

26.1 At the expiration, cancellation or early termination of this Lease, the Tenant shall, without notice from the Landlord, peaceably leave, quit and surrender the Premises. Upon expiration, cancellation or early termination of this Lease, the Tenant, with the Landlord's permission, shall promptly remove its personal property and the personal property of its employees, agents, and contractors, subject to Section 9.12 of this Lease. Should Tenant fail to remove its personal property, and/or the personal property of others within thirty (30) calendar days, the Tenant agrees that said personal property shall be deemed abandoned and the Landlord may dispose of the personal property in the manner it elects, without any compensation, remuneration or reimbursement to the Tenant or any other owner or person with an interest in such personal property.

ARTICLE 27
EMINENT DOMAIN

27.1 The word "**Taking**" in this Lease shall mean any taking of the title to, access to, or use of the Premises or any portion thereof by any governmental authority or any conveyance under the threat thereof, for any public, quasi-public, or private use or purpose. A Taking may be total or partial, permanent, or temporary.

27.2 Upon receipt by either the Landlord or the Tenant of any notice of Taking, or the institution of any proceedings for Taking the Premises, or any portion thereof, the party receiving such notice shall promptly give notice thereof to the other, and such other party may also appear in such proceeding and may be represented by an attorney.

27.3 The full amount of any award whether pro tanto or final for any Taking (the "**Award**"), shall, notwithstanding any allocation made by the awarding authority, be paid and allocated as set forth below, provided that there shall first be deducted from the Award the following, in the order stated: (i) all reasonable fees and expenses of collection, including reasonable attorneys' fees and experts' fees, which shall be paid to the party which has paid such fees and expenses and/or undertaken such work; (ii) any unpaid fees or expense due to the Landlord, or due to a third-party, which Landlord will be ultimately responsible for; and (iii) any outstanding amounts which represent unpaid loans used by Tenant for the construction of any structures and/or improvements on the Premises; and (iv) the Tenant's investment in the cost of construction of the Improvements. With respect to the balance of such Award, the Landlord and Tenant shall be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, with consideration given to the fact that the Landlord's interest in the Premises is not limited to the land encumbered by this Lease, but also the reversionary interest in the Premises upon expiration of the term and the building and Improvements thereon and Tenant's interest including the then remaining term of this Lease and all renewal terms.

27.4 In the event of a permanent Taking of the fee simple interest or title of the Premises, or control of the entire leasehold estate hereunder (a "**Total Taking**"), this Lease shall thereupon terminate as of the actual date of such Total Taking, without liability or further recourse to the Parties, provided that any and all obligations of Tenant under this Lease have been fully and

completely complied with by Tenant as required by this Lease, as of the date of said Total Taking, otherwise Tenant hereby agrees that an appropriate amount of its portion of the Award shall be paid to Landlord, and such payment shall be allocated to complete any unfinished work by Tenant or fulfill any unfulfilled obligations, to the extent that the cost of fulfilling such obligations is included in the Award, other than construction or repair of Improvements.

27.5 If, in the event of a partial Taking of less than the entire Premises, the remaining portion of the Premises not so taken cannot be adequately and economically restored, repaired or reconstructed so as to constitute a complete architectural unit of substantially the same usefulness, design, construction, and commercial feasibility, as immediately before such Taking, then Tenant shall have the right, to be exercised by written notice to Landlord within one hundred twenty (120) calendar days after the date of Taking, to terminate this Lease on a date to be specified in said notice, which date shall not be earlier than the date of such Taking, in which case Tenant shall pay and shall satisfy all of the Rent and other payments due and accrued hereunder up to the date of such termination and shall perform all of the obligations of Tenant hereunder to such date, perform all obligations regarding the Tenant's early termination or cancellation of this Lease, and thereupon this Lease and the term herein demised shall cease and terminate. Upon such termination the Tenant's interest under this Lease in the remainder of the leasehold interest not taken shall be sold in accordance with Applicable Laws, and the proceeds of the sale shall be combined with the award given for the partial Taking with the entire amount then being distributed as if a total Taking had occurred, and the Tenant during any such sale period will not be liable for the payment of Rent on the remaining portion of the leasehold interest. The Landlord shall have the first option to purchase Tenant's remaining leasehold interest under this Lease, at its fair market value for a period of one hundred eighty (180) calendar days after the determination of fair market value, which value shall be determined by a mutually acceptable appraiser (or if no one appraiser is agreed upon by the parties, by an appraiser, chosen by two appraisers, one of which will be appointed by each party, within one hundred and fifty (150) calendar days from the date the Lease was terminated). The fair market value specified in the preceding sentence shall be limited to the fair market value of the building and Improvements, which fair market value shall include the value of Tenant's interest in the unexpired term of the leasehold estate created pursuant to this Lease, and in no event shall such value include any fee simple interest in the Land. All appraisal costs shall be split equally between the Landlord and Tenant. If the Landlord fails to purchase, the remainder of the leasehold interest may be sold to a purchaser consistent with the terms and conditions of this Lease, and this Lease will then be accordingly reinstated, and modified to reflect the reduced size of the Premises, and in addition to Rent, other costs will be suspended and/or waived by the Landlord, until the time that the leasehold interest is actually acquired by the purchaser of the Tenant's leasehold interest. After the expiration of the one hundred eighty (180) day period, this Lease shall automatically terminate, and any and all interest in this Lease shall return to the Landlord.

27.6 The provisions of this Article 27 are subject to the rights of Leasehold Mortgagees and Sub-leasehold Mortgagees under their respective Leasehold Mortgages and Sub-leasehold Mortgages as applicable.

ARTICLE 28

WAIVER

28.1 If, under the provisions of this Lease, the Landlord or Tenant shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant contained in this Lease nor of any of Landlord's or Tenant's rights under this Lease, unless expressly stated in such settlement agreement. No waiver by Landlord or Tenant of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No expressed waiver by the Landlord or the Tenant of any breach of covenant, condition, or agreement herein contained shall operate as a future waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by the Landlord of lesser amount than the monthly installments of Rent (or Additional Rent if such obligations are stipulated herein) shall be deemed to be other than on account of the earliest amount of Rent due and owing to the Landlord; and likewise neither shall any endorsement or statement on any check or letter accompanying a check for payment of Rent or any other amounts owed to Landlord be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to or waiver of Landlord's right to recover the balance of such Rent or other amount owed, or to pursue any other remedy provided in this Lease or at law. Further, any endorsement or statement on any check or letter accompanying a check for payment of Rent or any other amounts owed to Landlord may not be deemed to limit or restrict the Landlord in any manner whatsoever, and such endorsement or statement shall have no effect whatsoever, and shall be deemed to have never been written at all. No reentry by Landlord and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of this Lease.

ARTICLE 29

RIGHT TO MORTGAGE AND SUBLEASE LEASEHOLD INTEREST

29.1 Right to Mortgage Leasehold. Notwithstanding Article 12, pertaining to Assignments and Subleases, to the contrary, the Tenant, or its commercial subtenants, or assigns, shall have the right from time to time, and with the prior written consent of Landlord, which shall not be unreasonably withheld or delayed, to mortgage and otherwise encumber their rights in the leasehold, and particularly their leasehold interest, under this Lease, and/or a sublease thereof, in whole or in part, by a mortgage, or similar financial instrument given by a lender as a security interest in the leasehold interest of this Lease (the "**Leasehold Mortgage**") or by a lender for a sub-leasehold mortgage ("**Sub-leasehold Mortgage**"), provided such lender is a recognized Lending Institution solely for purposes of paying for capital improvements, including furniture, fixture and equipment, on the Premises and for the Project. Such mortgages or encumbrances shall be expressly subject to the terms, covenants and conditions of this Lease, and at all times shall be inferior and subject to the prior right, title and interest of Landlord herein as security for the performance of the terms and conditions of this Lease. The Tenant and any commercial subtenant shall provide Landlord with a copy of all such mortgages prior to their execution for the Landlord's review and approval. The granting of a mortgage against all or part of the leasehold estate in the Premises shall not operate to make the lender thereunder liable for performance of any of the covenants or obligations of Tenant or the subtenant under this Lease or a sublease, except in the case of a lender which owns or is in possession or control of all or a portion of the Premises, and then only for the applicable portion of the Premises, and its period of ownership or possession, or as otherwise provided under applicable

law, but Landlord shall always have the right to enforce the lease obligations against such portion of the Premises, including such obligations accruing prior to such period of ownership or possession, subject to the terms hereof. The amount of any mortgage may be increased for additional construction on the Premises, so long as such mortgage is first approved by the Landlord, irrespective of whether such additional mortgage and/or agreement is for consolidating or eliminating any liens, or replacing of a mortgage, or for an amendment of the existing mortgage, and/or may be permanent or temporary, replaced, extended, increased, refinanced, consolidated or renewed with the consent of Landlord, which shall not be unreasonably withheld or delayed. Such mortgage(s) may contain a provision for an assignment of any Rent, revenues, monies or other payments due to Tenant or subtenant as a landlord (but not from Tenant or subtenant to Landlord), from Tenant or a lender, and a provision therein that the lender in any action to foreclose the same shall be entitled to the appointment of a receiver.

29.2 The Landlord agrees that any Leasehold Mortgages and/or Sub-leasehold Mortgages may be refinanced without the Landlord's approval as long as: (1) the loan is with a recognized Lending Institution; (2) the loan amount for any new financing shall be equal to or less than the original outstanding balance of the current loan that is being refinanced plus any transaction or financing costs associated with the refinancing and any reasonable increase in proceeds for rehabilitation and/or reconstruction of the Project; (3) the loan and loan documents are consistent with and subject to all provisions of this Lease; and (4) the loan proceeds shall be used for purposes of paying for capital improvements, including furniture, fixture and equipment, on the Premises and for the Project, including the applicable stage of the Project. The Landlord hereby represents to the Tenant that in the event of a termination of this Lease due to a default or event of default committed by Tenant, or for any commercial subtenant for any portion of the Premises other than the non-defaulting subtenant's applicable portion of the Premises, the tenancy of any such non-defaulting subtenant will not be disturbed and will be allowed to continue peacefully in possession directly under this Lease as the successor tenant (as to the portion of the Premises that is the subject of the applicable sublease as well as any appurtenant easements) or by entering into a new lease on substantially the same terms as the applicable sublease, provided that the applicable subtenant is in compliance with the terms of the applicable sublease agreement, and agrees to attorn to the Landlord. The Landlord acknowledges and agrees that the conversion of the construction phase financing to the permanent phase financing is not refinancing of the Project, and therefore is not subject to the provisions of this Section 29.2.

29.3 Notice to Landlord of Mortgage. A notice of each Leasehold Mortgage and Sub-leasehold Mortgage shall be delivered to the Landlord specifying the name and address of such proposed holder and/or lender of a Leasehold Mortgage and of all Equity Investors specifying the name and address of such investor ("**Leasehold Mortgagee**") and of such proposed holder, Equity Investor, and/or lender of a Sub-leasehold Mortgage ("**Sub-leasehold Mortgagee**") to which notices shall be sent. Landlord shall be furnished with a copy of each such recorded mortgage within thirty (30) days of such mortgage being recorded. For the benefit of any such Leasehold Mortgagee or Sub-leasehold Mortgagee who shall have become entitled to notice as hereinafter provided in this Article 29, Landlord agrees, subject to all the terms of this Lease, not to accept a voluntary surrender, termination or modification of this Lease at any time while such Leasehold Mortgagee or Sub-leasehold Mortgage shall remain a lien on the Tenant's leasehold estate. Any such Leasehold Mortgagee or Sub-leasehold Mortgagee will not be bound by any modification of this Lease with

respect to the portion of the Premises subject to such Leasehold Mortgage or Sub-leasehold Mortgage, unless such modification is made with the prior written consent of such Leasehold Mortgagee or Sub-leasehold Mortgagee, and no sale or transfer of Landlord's fee simple interest in the Premises or any portion thereof to Tenant shall terminate this Lease by merger or otherwise so long as the lien of the Leasehold Mortgagee or Sub-leasehold Mortgagee remains undischarged. Notwithstanding anything in the Lease to the contrary, an Equity Investor shall be permitted to remove a general partner/developing member for cause without the consent of the Landlord so long as the substitute general partner/developing member (the "**Substitute General Partner**") is not a Troubled Entity, as later defined, or a Prohibited Person. A "**Troubled Entity**" means the Substitute General Partner is (i) on the Landlord's list of debarred contractors, which is the list compiled, maintained and distributed by the Landlord's Office of Small Business Development, containing the names of contractors debarred under the procedures of Section 10-38 of the Miami-Dade County Code, or (ii) otherwise deemed to be a risk to Landlord in Landlord's reasonable judgment and discretion due to the Substitute General Partner's (or a related entity of Substitute General Partner's) defaults on other projects, loans or contracts with Landlord or third parties or other risks, including but not limited to pending lawsuits, criminal investigations or allegations of fraud or financial misconduct of the Substitute General Partner or its principals or officers. The Equity Investor, within a commercially reasonable time period, shall provide to the Landlord notice of such Substitute General Partner and certification that said Substitute General Partner is not on the Landlord's debarment list.

29.4 Notices to the Leasehold Mortgagee and/or Sub-leasehold Mortgagee. No notice of default under Article 21, notice of failure to cure a default under Article 28, or termination of this Lease, shall be deemed to be enforceable against any Leasehold Mortgagee or Sub-leasehold Mortgagee unless and until a copy has been given to each Leasehold Mortgagee or Sub-leasehold Mortgagee who shall have properly notified Landlord pursuant to Article 29.3, of its name, address and its interest in the Premises. The Landlord agrees to accept performance and compliance by any such Leasehold Mortgagee or Sub-leasehold Mortgagee of and with any of the terms of this Lease with the same force and effect as though kept, observed or performed by Tenant, provided such act or performance is timely under the appropriate provisions of this Lease. Nothing contained herein shall be construed as imposing any obligation upon any such Leasehold Mortgagee or Sub-leasehold Mortgagee to so perform or comply on behalf of Tenant. If any Sub-leasehold Mortgagee exercises such rights, such Sub-leasehold Mortgagee may complete the development of the Project as if the applicable Sub-leasehold Mortgagee were performing the work itself, except that any applicable time periods for such completion shall be automatically extended for such periods of time necessary for the applicable Sub-leasehold Mortgagee to complete the Project, up to a period of sixty (60) days, including any such additional periods of time necessary for the applicable Sub-leasehold Mortgagee to institute and complete foreclosure proceedings or otherwise acquire possession and/or control of the Project, so long as the applicable Sub-leasehold Mortgagee continues to diligently and in good faith acquire possession and/or control of the Project, if necessary, and thereafter complete the development of the Project; provided, however that in no event shall any such time extension exceed one hundred eighty (180) calendar days beyond the original deadlines and time periods for each such deadline and time period.

29.5 Right to Cure Default of Tenant.

29.5.1 In addition to any rights the Leasehold Mortgagee or Sub-leasehold Mortgagee may have by virtue of Article 29 herein, if, within thirty (30) days following the expiration of the cure period, if any, afforded Tenant (hereinafter the “**Mortgagee Cure Period**”), such Leasehold Mortgagee or Sub-leasehold Mortgagee shall pay, or arrange to the satisfaction of Landlord for the payment of, a sum of money equal to any and all Rent or other payments due and payable by Tenant hereunder with respect to the portion of the Premises to which such Leasehold Mortgagee or Sub-leasehold Mortgagee claims an interest as of the date of the giving of notice of termination, in addition to their pro rata share, based on proportion of the land area the Premises encumbered, any and all expenses, costs and fees, including reasonable attorneys’ fees, incurred by the Landlord in preparation for terminating this Lease, and in acquiring possession of the Premises, then, upon the written request of such Leasehold Mortgagee or Sub-leasehold Mortgagee made any time prior to the expiration of the Mortgagee Cure Period and provided that Tenant has agreed to terminate the lease and relinquish possession of the Premises or a court has ordered Tenant to be evicted and its lease terminated, Landlord and the party making such request (or its nominee) shall mutually execute prior to the end of such Mortgagee Cure Period a new lease of the Premises (or such portion thereof as they have an interest in or mortgage on) for the remainder of the term of such Leasehold Mortgage or Sub-leasehold Mortgage, as applicable, this Lease and on the same terms and conditions, and with the same priority over any encumbrances created at any time by Landlord, its successors and assigns which Tenant has or had by virtue of this Lease; provided, however, that in addition to the above payments such Leasehold Mortgagee or Sub-leasehold Mortgagee shall have paid to Landlord a sum of money equal to the Rent and other payments for such portion of the Premises accruing from the date of such termination to the date of the commencement of the term of such new lease, together with their pro rata share of all expenses, including reasonable attorneys’ fees, incident to the preparation, printing, execution, delivery and recording of such new lease. Upon the request of such Leasehold Mortgagee or Sub-leasehold Mortgagee and after a default and failure to cure by Tenant, the Tenant shall terminate the applicable portion of this Lease and relinquish possession of the applicable portion of the Premises. Such priority shall exist by virtue of the notice created by this Lease to any transferee of Landlord or person receiving an encumbrance from Landlord, and the priority shall be self-operative and shall not require any future act by Landlord. Such new lease(s) shall contain the same clauses subject to which this Lease is made and shall be at the same Rent and incorporate other payments for such portion of the Premises due Landlord and upon the terms as are herein contained. Tenant(s) under any such new lease(s) shall have the same right, title and interest in and to and all obligations accruing thereafter under this Lease with respect to the applicable portion of the Premises as Tenant has under this Lease. Landlord acknowledges that the right to cure and the right to a new lease as set forth herein applies in the event that Landlord elects to terminate the Lease.

29.5.2 If, within the Mortgagee Cure Period, more than one (1) request for a new lease shall have been received by Landlord for the same portion of the Premises, then the provisions of subsection 29.5.1 shall be inapplicable and the issue of priority shall be resolved by a final, non-appealable court order following the filing of an interpleader or similar legal action. It shall be a condition of the effectiveness of any request for a new lease that a copy of such request is sent (with receipt for delivery) by the Leasehold Mortgagee or Sub-leasehold Mortgagee, as the case may be, to all of the parties and/or entities involved in this Lease. Should conflicting demands for a new lease be made on the Landlord, then the Landlord shall have no obligation to comply

with the provisions of subsection 29.5.1 unless and until a final, non-appealable court order is entered following the filing of an interpleader action in an appropriate court having jurisdiction. It shall be a condition of the effectiveness of any request for a new lease that a copy of such request is sent (with receipt for delivery) by the Sub-lessee or Sub-leasehold Mortgagee, as the case may be, to the Leasehold Mortgagee.

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

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

29.5.5 Upon the execution and delivery of a new lease pursuant to this Article 29, all subleases which theretofore may have been assigned to Landlord or have reverted to Landlord upon termination of this Lease shall be assigned and transferred, without recourse against Landlord, by Landlord to the tenant under any such new lease. Between the date of termination of this Lease and the date of execution and delivery of the new lease, if the Leasehold Mortgagee or Sub-leasehold Mortgagee shall have requested such new lease as provided for in this Article 29, the Landlord will not cancel or otherwise terminate any sublease or accept any cancellation, termination or surrender thereof (unless such termination shall be effective as a matter of law on the termination of this Lease) without the consent of the Leasehold or Sub-leasehold Mortgagee, except:

29.5.5.1-for default as permitted in such, and

29.5.5.2 for the purpose of permitting Landlord to enter into a sublease with a commercial subtenant who will occupy not less than the same amount of space demised by the canceled or sublease at a rental rate per square foot and for terms not less than the rental rates per square foot, and for at least the remainder of the unexpired term of the canceled sublease.

29.6 Except for satisfying the obligations and milestones set forth in Sections 6.9 through 6.13 of this Lease by the deadlines specified therein as may be extended by Force Majeure or following any applicable notice and cure periods in accordance with Section 21.1.C(4), nothing

contained in this Lease shall require any Leasehold Mortgagee or Sub-leasehold Mortgagee or its nominee as a condition to its exercise of its right to enter into a new lease to cure any default of Tenant not reasonably susceptible of being cured by such Leasehold Mortgagee or Sub-leasehold Mortgagee or its nominees, in order to comply with the provisions of this Article 29.

29.7 The provisions of this Article 29 shall survive any termination of this Lease.

29.8 Leasehold in Reversion and Assignment in Lieu of Foreclosure. The Tenant's right to mortgage and otherwise encumber this Lease and the leasehold estate in whole or in part shall include the right to require a lease in reversion which lease in reversion shall become effective upon the termination of this Lease, and shall have the same terms and provisions, including expiration date, as this Lease. The Leasehold Mortgagee or Sub-leasehold Mortgagee shall have the unrestricted right to take this Lease by lease in reversion or by assignment in lieu of foreclosure and to sell it either after foreclosure or after taking the assignment or becoming tenant under the lease in reversion all without the consent of Landlord. The Leasehold Mortgagee or Sub-leasehold Mortgagee shall not be liable for Tenant's obligations hereunder until such a time as it becomes the new tenant, either by lease in reversion, foreclosure or assignment and then only for the period of its ownership or possession of the leasehold estate.

29.9 Notwithstanding anything contained in this Article 29 or elsewhere in this Lease to the contrary, the Tenant shall, at all times and even in the event of an assignment, replacement, substitution or new lease resulting from a leasehold mortgage or default thereof or otherwise by actions of any Leasehold Mortgagee, Sub-leasehold Mortgagee, Equity Investor and/or any Lending Institution replacing or otherwise substituting the Tenant, as the tenant under this Lease, shall meet certain requirements, which are the following: (1) shall strictly use and ensure that the development of the Premises shall be for the Permitted Uses only; and (2) shall meet or exceed (including through its general partner or managing member) all of the following requirements, without exception, as reasonably determined by the Landlord (a) have operated an Affordable Housing development project, within the continental United States, for at least a five (5) year period, and within the last ten (10) year period immediately preceding any replacement effort or transfer, that is similar in size and scope of the Project; (b) provide evidence of its financial capacity to operate the Project, including, but not limited to, providing its audited financial statement for the past five (5) years, along with written statements from an independent certified accountant and a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition; (c) is not a Prohibited Person, and (d) have not been found to have previously violated any of the following laws, ordinances, rules, or regulations: Miami-Dade County Code, Section 10-38; Miami-Dade County Code, Chapter 11A, et al.; Miami-Dade County Ordinance No.: 99-152; Miami-Dade County Administrative Order 3-29; and Miami-Dade County Implementing Order 8-8.

29.10 Estoppel Certificates from Landlord. Upon request of Tenant or any Leasehold Mortgagee, Sub-leasehold Mortgagee, Landlord agrees to give such requesting party an estoppel certificate in accordance with this Article 29. Landlord agrees at any time and from time to time, upon not less than thirty (30) days prior written notice by Tenant or by a Leasehold Mortgagee, or Sub-leasehold Mortgagee, to furnish a statement in writing, in substantially the form attached hereto

as Exhibit "C" setting forth the Rent(s), payments and other monies then payable under the Lease, if then known; certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the Lease is in full force and effect as modified and stating the modifications) and the dates to which rents, payments and other monies have been paid; stating whether or not to the best of Landlord's knowledge, Tenant is in default in keeping, observing and performing any of the terms of this Lease, and, if Tenant shall be in default, specifying each such default of which Landlord may have knowledge. It is intended that any such statement delivered pursuant to this Section 29.10 may be relied upon by any prospective assignee, transferee, or purchaser of Tenant's interest in this Lease, or any Leasehold Mortgagee or Sub-leasehold Mortgagee or any assignee thereof, but reliance on such certificate may not extend to any default of Tenant as to which Landlord shall have had no actual knowledge.

29.11 Limited Waiver of Landlord Lien. In order to enable Tenant to secure financing for the purchase of fixtures, equipment, and other personalty to be located on or in the Premises, whether by security agreement and financing statement, mortgage or other form of security instrument, Landlord does waive and will from time to time, upon request, execute and deliver an acknowledgment that it has waived its "landlord's" or other statutory, common law or contractual liens securing payment of Rent or performance of Tenant's other covenants under this Lease as to such fixtures, equipment, or other personalty.

29.12 No Subordination or Mortgaging of Landlord's Fee Title. There shall be no subordination of Landlord's fee simple interest in the Premises to the lien of any Leasehold Mortgage or Sub-leasehold Mortgage financing nor shall Landlord be required to join in such mortgage financing. No Leasehold Mortgagee or Sub-leasehold Mortgagee may impose any lien upon the Landlord's fee simple interest in the Premises.

29.13 Equity Investor Cure Rights. The following provisions shall apply with respect to any Equity Investor for the Project:

29.13.1 The Landlord agrees to accept payment or performance by the Equity Investor as though the Tenant had done the same, and the Equity Investor shall be given all of the same cure rights as a Leasehold Mortgagee under this Lease.

29.13.2 The Landlord agrees to give the Equity Investor, at the address to be provided by the Equity Investor, a written copy of all notices and demands that the Landlord gives to Tenant.

29.13.3 The Landlord agrees to accept performance by the Equity Investor of all cures, conditions and covenants as though performed by the Tenant, and agrees to permit the Equity Investor access to the Premises to take all such actions as may be necessary or useful to perform the Tenant's covenants under this Lease or to cure an event of default of the Tenant.

29.13.4 Notwithstanding anything to the contrary set forth elsewhere in this Lease, the Landlord and Tenant hereby acknowledge and agree that the Equity Investor shall be deemed a third-party beneficiary of the provisions of this Lease which specifically grant the Equity Investor rights and/or benefits, including, without limitation, those provisions which entitle the Equity Investor to receive notice and exercise the right to cure. In connection therewith, the Equity

Investor may seek any and all remedies available to the Equity Investor to enforce such provisions.

29.14 Future Amendments. The Landlord and Tenant agree that they will reasonably cooperate with one another in all respects in furtherance of the development of the Premises. In particular, the Landlord recognizes that the varied sources of project funding make it extremely difficult to anticipate every potential provision that may be required in this Lease. From time to time, the Tenant may request modifications to this Lease to satisfy the requirements of financing sources, which financing sources include without limitation, private lenders, equity sources, and governmental agencies. The Landlord, through its Board, will, in its sole and absolute discretion, determine how and when to accommodate any of the Tenant's requests. Nothing herein shall impose upon the Landlord any requirement to approve any modification or amendment to this Lease which would violate or contravene any Applicable Laws or any contract or agreement to which Landlord is a party or which is binding upon the Landlord. The Landlord further agrees that it will, upon request of Tenant, from time to time, entertain or otherwise consider entering into proposed amendments to this Lease in order to satisfy the foregoing, however, the Tenant acknowledges that entering into any amendments by the Landlord shall be in the sole and absolute discretion of the Board. In addition, the Tenant or the Landlord, through its County Mayor or County Mayor's designee, as the case may be, shall be permitted to execute, acknowledge and deliver to the other and/or to each Leasehold Mortgagee and/or Sub-leasehold Mortgagee an estoppel certificate as referenced in Section 29.10 of this Lease, and as illustrated in Exhibit "C" of this Lease.

ARTICLE 30 **RENTAL REGULATORY REQUIREMENTS**

30.1 The Landlord acknowledges and agrees that Tenant may be required to enter into certain rental regulatory agreements in connection with funding obtained by Tenant or its subtenants from the Landlord, and/or other governmental entities regarding the Premises. Such rental regulatory agreements will conform with all applicable rules and regulations relating to the applicable funding award and will be in place for the requisite term required by applicable funding award. Any failure by the Tenant to utilize the funds correctly, pursuant to the terms and conditions of the rental regulatory agreement and/or any grant, loan, funding and/or other agreement or document shall entitle the Landlord to seek a court order for specific performance or injunctive relief, without the requirement of posting a bond.

ARTICLE 31 **ART IN PUBLIC PLACES**

31.1 This Project is subject to the Art in Public Places ("**APP**") provisions in Section 2.11.15 of the Miami-Dade County Code and Administrative Order 3-11, as managed by the Miami-Dade County Department of Cultural Affairs ("**Department of Cultural Affairs**") pursuant to Procedure 358 in the Miami-Dade County Procedures Manual ("**Procedures Manual**"). The Tenant shall transmit 1.5% of the Project costs for all development on the Premises (as outlined in the Procedures Manual) to the Department of Cultural Affairs for the implementation of the APP program. The Tenant is required to work collaboratively with the Department of Cultural Affairs on the implementation of the APP program pursuant to the requirements of said program. The referenced documents can be accessed at the following:

<https://library.municode.com/fl/miami-dade-county/codes/code-of-ordinances>

<http://www.miamidade.gov/ao/home.asp?Process=alphalist>

<http://intra.miamidade.gov/managementandbudget/library/procedures/358.pdf>

ARTICLE 32

ADDITIONAL PROVISIONS

32.1 **Non-Discrimination.** The Board declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any property owned by the Landlord or facilities operated or maintained under lease agreement, license, or other agreement from Miami-Dade County, or its agencies.

32.2 Tenant agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, in the use of the Premises, and the construction and future operation of the Project thereon, and maintenance of the building and/or Improvements that are constructed on or about the Premises.

32.3 Tenant shall not discriminate against any person because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity, or gender expression, or source of income. Accordingly, Tenant shall comply with all applicable federal, state or local anti-discrimination laws, including, but not limited to 42 USC § 3601, et. seq., Chapter 760, Part II, *Florida Statutes*, and Chapter 11A of the Code of Miami-Dade County.

32.4 **Equal Opportunity.** During the performance of this Lease, the Tenant agrees as follows:

A. The Tenant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity, or gender expression.

B. The Tenant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity, or gender expression. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

C. The Tenant shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Landlord that explain this clause.

D. The Tenant shall, in all solicitations or advertisements for employees placed by or

on behalf of the Tenant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity, and gender expression.

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

F. The Tenant shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

G. The Tenant shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Tenant shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

H. In the event of a determination that the Tenant is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this Lease may be canceled, terminated, or suspended in whole or in part, and the Tenant may be declared ineligible for further government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed, and remedies invoked against the Tenant as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

I. The Tenant shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Tenant shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Tenant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Tenant may request the United States to enter into the litigation to protect the interests of the United States.

32.5 Notification of any injury on the Premises. From and after the Commencement Date, and during the Investigation Period, the Tenant agrees that it will immediately notify the Landlord should any person sustain(s), or is found to have sustained, a serious bodily injury or dies on or about the Premises, due to any cause that might give rise to liability for or to the Landlord, for personal injury or wrongful death. The parties hereby agree that the definition of serious bodily injury shall include, but not be limited to, any injury to a person which requires medical treatment either at a hospital or by emergency medical technicians. Further, in instances where someone sustained a serious bodily injury or died, due to any cause that might give rise to liability for or to the Landlord, for personal injury or wrongful death, in addition to any other

requirement(s) regarding notice under this Lease, the Tenant shall also immediately (same day, or in situations where the same day is not possible, then next day) call the Landlord's Internal Services Department, and notify the Director of such incident, in detail, with or without the name of the individual that died or sustained the serious bodily injury. Further, in instances where an individual died or sustained a serious bodily injury, the Tenant must complete a detailed injury and incident report and immediately (same day or next day) send it to the Landlord, in accordance with the terms of the notice provisions found in this Lease.

32.6 Security. The Tenant hereby acknowledges and agrees that the Tenant is solely responsible for securing and maintaining its own security in and around, and for, the Premises from and after the Commencement Date, as well as during the Investigation Period. Should the Tenant, at any time and for any reason, believe that security and/or additional security is needed to protect the Tenant, or any of its invitees, licensees, guests, employees, staff, management, residents, and/or anyone else, and/or the personal property belonging to any of the foregoing, and/or the Premises, including, but not limited to, the building and/or Improvements on the Premises, then it is understood and agreed that Tenant shall, at its sole cost and expense, hire and maintain such security. The Tenant further acknowledges and agrees that the Landlord is not expected to supply, or otherwise provide, any security staff and/or security equipment to, on, or about the Premises which would be designed to prevent or deter vandalism, theft, burglary, and/or any other type of criminal activity or any other type of incident.

32.7 Amendments; Waivers. This Lease may not be amended, modified, altered or supplemented other than by means of a written instrument approved by the Tenant and by the Landlord, through the Board, and duly executed and delivered to the parties hereto. No portion of this Lease relating to shall be amended without the prior written consent of the Leasehold Mortgagee, Sub-leasehold Mortgagee(s) and Equity Investor. No waiver of any provision of, or consent or approval required by, this Lease, nor any consent to or approval of any departure here from, shall be effective unless it is in writing and signed by the party against whom enforcement of any such waiver, consent or approval is sought; provided that for avoidance of doubt the Landlord and Tenant acknowledge that a failure to respond or act when required (or within the time limit) to do so shall not be affected by this requirement for a waiver to be in writing. Such waiver, consent or approval shall be effective only in the specific instance and for the purpose for which given. Neither the failure of any party to enforce, nor the delay of any party in enforcing, any condition, provision or part of this Lease at any time shall be construed as a waiver of that condition, provision or part or forfeit any rights to future enforcement thereof. No action taken pursuant to this Lease shall be deemed to constitute a waiver by the party taking action of compliance by any other party with any representation, warranty, covenant or agreement contained herein.

32.8 Severability. Should any provision of this Lease be determined to be invalid for any reason, such invalidity shall not affect the validity of any other provisions, which other provisions shall remain in full force and effect as if this Lease had been executed with the invalid provision eliminated.

32.9 Relationship of Parties. Nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant

between the Landlord and the Tenant, or provide either party with the right, power, or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

32.10 Inspector General Reviews.

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

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

C. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all of the Landlord’s contracts. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed Miami-Dade County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Tenant, its officers, agents and employees, lobbyists, the Landlord’s staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

D. Upon written notice to the Tenant from the Inspector General or IPSIG retained by the Inspector General, the Tenant shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Tenant's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents

and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

32.11 Public Records. Tenant shall comply with the Public Records Laws of the State of Florida, including, but not limited to, (1) keeping and maintaining public records that ordinarily and necessarily would be required by the Landlord in order to perform the service; (2) upon request of from the Landlord's custodian of public records identified herein, providing the Landlord with a copy of the requested records or allow the public with access to public records on the same terms and conditions that the Landlord would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Lease's term and following completion of the work under this Lease if the Tenant does not transfer the records to the Landlord; and (4) meeting all requirements for retaining public records and transfer to the Landlord, at no cost to Landlord, all public records created, received, maintained and/or directly related to the performance of this Lease that are in possession of the Tenant upon termination of this Lease. Upon termination of this Lease, the Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Landlord in a format that is compatible with the information technology systems of the Landlord. For purposes of this Section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the Landlord. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Lease and shall be enforced in accordance with the terms and conditions of this Lease.

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

Community Action and Human Services Department
701 NW 1st Court, 11 Floor
Miami, Florida 33136
Attention: Adrian Frazier
Telephone: 786-469-4811
Email: adrian.frazier@miamidade.gov

32.12 Contracting with Entities of Foreign Countries of Concern. By entering into this Lease, the Tenant affirms that it is not in violation of Section 287.138, *Florida Statutes*, titled Contracting with Entities of Foreign Countries of Concern Prohibited. The Tenant further affirms that it is not giving a government of a Foreign Country of Concern, as listed in Section 287.138,

Florida Statutes, access to an individual's personal identifying information if: a) the Tenant is owned by a government of a Foreign Country of Concern; b) the government of a Foreign Country of Concern has a controlling interest in the Tenant; or c) the Tenant is organized under the laws of or has its principal place of business in a Foreign Country of Concern, as is set forth in Section 287.138(2)(a)-(c), *Florida Statutes*. The affirmation by the Tenant shall be in the form attached to this Lease as Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit, which is attached hereto as Exhibit "D" and incorporated herein by reference.

32.13 Useable vs. Rentable Square Footage. The Parties hereby acknowledge and agree that all of the square footages mentioned or otherwise described in this Lease shall be measured with the understanding that the sizes are useable square footages, not rentable square footages.

32.14 Calendar Days vs. Business Days. The Parties hereby agree that any reference in this Lease to the number of days for an act or action to occur, be performed, or be completed, shall mean calendar days, unless otherwise specified in this Lease.

ARTICLE 33

GOVERNING LAW

33.1 This Lease, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida. The Parties agree that venue shall be in Miami-Dade County, Florida.

ARTICLE 34

WRITTEN AGREEMENT

34.1 This Lease contains the entire agreement between the Parties and all previous negotiations leading thereto and it may be modified only by resolution approved by the Board.

34.2 Each signatory of this Lease represents that he or she has the authority to execute, bind and deliver the same on behalf of the party to this Lease for which such signatory is acting.

34.3 Each of the Parties have participated fully in the negotiation and preparation of this Lease with full benefit of counsel. Accordingly, this Lease shall not be more strictly construed against either party.

ARTICLE 35

TENANT REGISTRATION/CONFLICT OF INTEREST

a) Tenant Registration

The Tenant shall be a registered vendor with the Landlord's Strategic Procurement Department, for the duration of this Lease. In becoming a registered vendor with the Landlord, the Tenant's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier.

This number becomes Tenant’s “County Vendor Number.” To comply with Section 119.071(5), *Florida Statutes* relating to the collection of an individual’s Social Security Number, be aware that the Landlord requests the Social Security Number for the following purposes:

- Identification of individual account records
- Payments to individual/Tenant for goods and services provided to the Landlord
- Tax reporting purposes
- Provision of unique identifier in the vendor database used for searching and sorting departmental records

Further, the Tenant confirms its commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article VIII, Sections 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit**
(Section 448.095, of the Florida State Statutes)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution No. R-1072-17)
13. **Miami-Dade County Suspected Workers’ Compensation Fraud Affidavit**
(Resolution No. R-919-18)
14. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
15. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
16. **Antitrust Laws**
By acceptance of any Lease, the Tenant agrees to comply with all antitrust laws of the United States and the State of Florida

b) Conflict of Interest and Code of Ethics

Conflict of Interest. Section 2-11.1(d) of the Code of Miami-Dade County requires that any of the Landlord’s employees or any member of the employee’s immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict

of interest opinion from the Landlord's Commission on Ethics and Public Trust ("Ethics Commission") prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered into in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593. Further, the Tenant shall comply with Section 1352 of Title 31 of the United States Code, which prohibits the use of federal appropriated funds to pay any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; or the modification of any federal contract, loan, or cooperative agreement. Tenant further agrees to comply with the requirement of such legislation to furnish a disclosure (OMB Standard Form LLQ) if any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in connection with a federal contract, grant, loan, or cooperative agreement, which payment would be prohibited if made from federal appropriated funds. Tenant represents that:

- (1) No officer, director, employee, agent, or other consultant of Landlord or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Lease.
- (2) There are no undisclosed persons or entities interested with Tenant in this Lease. This Lease is entered into by Tenant without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of Landlord, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid: (i) is interested on behalf of or through the Tenant, the developer, directly or indirectly in any manner whatsoever in the execution or the performance of this Lease, or in the services, supplies or work, to which this Lease relates or in any portion of the revenues; or (ii) is an employee, agent, advisor, or consultant to Tenant or to the best of the Tenant's knowledge any subcontractor or supplier to the Tenant.
- (3) Neither the Tenant, nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Tenant shall have an interest which is in conflict with Tenant's faithful performance of its obligation under this Lease; provided that Landlord, in its sole discretion, may consent in writing to such a relationship, provided Tenant provides Landlord with a written notice, in advance, which identifies all the

individuals and entities involved and sets forth in detail the nature of the relationship and why it is in Landlord's best interest to consent to such relationship.

- (4) The provisions of this subsection are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Lease and those provided by statute, the stricter standard shall apply.
- (5) In the event Tenant has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Tenant shall promptly bring such information to the attention of the Landlord's designated project manager. Tenant shall thereafter cooperate with the Landlord's review and investigation of such information and comply with the instructions Tenant receives from the project manager in regard to remedying the situation.

c) Interest of Members of Congress.

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

d) Interest of Members, Officers, or Employees and Former Members, Officers, or Employees.

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

ARTICLE 36

FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

36.1 As applicable, the Tenant shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the county orders, statutes, ordinances, rules and regulations which may pertain to the services and/or obligations required under this Lease, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.
- b) The Landlord's Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.

- d) The Davis-Bacon Act, as amended (40 U.S.C. §3141-3144 and §3146-3148) as supplemented by the United States Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. §3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code, "Conflict of Interest and Code of Ethics Ordinance."
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
- h) Section 11A-60 - 11A-67 of the Code, "Domestic Leave."
- i) Section 21-255 of the Code, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against the Landlord.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- l) Section 448.07 of the *Florida Statutes* "Wage Rate Discrimination Based on Sex Prohibited."
- m) Chapter 11A of the Code (§11A-1 *et seq.*) "Discrimination."
- n) Chapter 22 of the Code (§22-1 *et seq.*) "Wage Theft."
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Chapter 8A, Article XIX, of the Code (§8A-400 *et seq.*) "Business Regulations."
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. §1352).
- r) Executive Order 12549 "Debarment and Suspension," which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs."

Pursuant to Resolution No.: R-1072-17, by entering into this Lease, the Tenant is certifying that the Tenant is in compliance with, and will continue to comply with, the provisions of items "j" through "o" above.

The Tenant shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all Applicable Laws, including, but not limited to, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the Landlord or Tenant for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Tenant. The Tenant shall verify the certification(s), license(s), and permit(s) for the Tenant prior to authorizing any and all work and as needed.

Notwithstanding any other provision of this Lease, Tenant shall not be required pursuant to this Lease to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Tenant, constitute a violation of any Applicable Laws or regulation to which Tenant is subject, including but not limited to laws and regulations requiring that Tenant conduct its operations in a safe and sound manner.

Nothing in this Lease shall in any way be utilized to request documentation relating to or authorizing consideration of a proposer's social, political, or ideological interests when determining if the proposer is a responsible vendor or give a preference to a proposer based on the proposer's social, political, or ideological interests.

ARTICLE 37
RESERVED

37.1 Reserved.

ARTICLE 38
VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

38.1 By entering this Lease, Tenant and its subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, *Florida Statutes*, as amended, titled “Employment Eligibility.” The Tenant affirms that (a) it has registered and uses the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees of Tenant; (b) it has required all subcontractors to this Lease to register and use the E-Verify system to verify the work authorization status of all new employees of the subcontractor; (c) it has an affidavit from all subcontractors to this Lease attesting that the subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Lease. If Landlord has a good faith belief that Tenant has knowingly violated Section 448.09(1), *Florida Statutes*, then Landlord shall terminate this Lease in accordance with Section 448.095(5)(c), *Florida Statutes*. In the event of such termination Tenant agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Tenant shall be liable for any additional costs incurred by Landlord because of such termination. In addition, if Landlord has a good faith belief that a subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, *Florida Statutes*, but Tenant has otherwise complied with its requirements under those statutes, then Tenant agrees that it shall terminate its contract with the subcontractor upon receipt of notice from Landlord of such violation by subcontractor in accordance with Section 448.095(5)(c), *Florida Statutes*. Any challenge to termination under this provision must be filed in the Circuit or County Court by Landlord, Tenant, or subcontractor no later than twenty (20) calendar days after the date of contract termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

ARTICLE 39
DAVIS-BACON REQUIREMENTS

39.1 The Landlord has determined that the Davis-Bacon Act of 1931, as amended (“**Davis-Bacon Act**” see 40 U.S.C. §3141-3148) wage requirements may be applicable for any development or redevelopment on, or of, the Premises, including, but not limited to, the Project, and therefore the Landlord alerts the Tenant to undertake any and all efforts to perform its due diligence to ascertain whether or not the Davis-Bacon Act requirements are, or are not, applicable. The Tenant hereby acknowledges and agrees that it shall be solely responsible to ensure that any and all laborers and mechanics are properly paid the correct prevailing wages and fringe benefits, including, but not limited to, the employees of contractors, subcontractors and vendors, whether or not the Davis-Bacon Act is applicable. Further, the Tenant hereby indemnifies the Landlord for any violation that may occur for any failure of the Tenant to properly abide by the requirements of the Davis-Bacon Act, if applicable. The Tenant further acknowledges and agrees that if the Davis-Bacon Act requirements are applicable to the Project, then the most recent Davis-Bacon Act decision will be applicable for the construction of the Project at the time the construction contract is awarded by the Tenant. The construction and/or any rehabilitation of the building and/or Improvements on the Premises may be applicable to the Davis-Bacon Act wage schedule since the

acquisition of the Premises was funded with federal Community Development Block Grant (“CDBG”) funds, and therefore the Tenant shall investigate determine, with the assistance of counsel, and the deliver to the Landlord, specifically the Director of the Landlord’s Community Action and Human Services Department whether or not with Davis-Bacon Act wage requirements are applicable. If Davis-Bacon Act wage requirements are applicable, then the Tenant is required to pay the Landlord the amount of One Thousand Seven Hundred and 00/100 Dollars (\$1,700.00) per month for a Davis-Bacon Act compliance review fee during the construction of the Project.

39.2 Also, if Davis-Bacon Act wage requirements are applicable, then the Tenant hereby acknowledges and agrees that its general contractor and sub-contractors are required to register for the Elation Systems, which is a cloud-based Davis-Bacon Act labor and contract compliance reporting and management service, as part of the monitoring requirements for compliance with Davis-Bacon Act wage requirements, which includes submittals of certified payrolls. The Elation Systems registration will also serve to monitor requirements for Section 3 compliance, if applicable.

Note - Website address is: <https://www.elationsys.com/app/Registration> Promotion Code is: CAHSD-2020.

ARTICLE 40 **RESERVED**

40.1 Reserved.

ARTICLE 41
RESERVED

41.1 Reserved.

ARTICLE 42
CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S
BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

42.1 In accordance with 2 CFR § 200.321, the Tenant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e) Using the services and assistance, as appropriate, of such organizations as the United States Small Business Administration and the United States Minority Business Development Agency of the Department of Commerce; and
- f) Requiring the general contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

ARTICLE 43
CDBG FUNDS REQUIREMENTS, COMPLIANCE WITH NATIONAL OBJECTIVES.

43.1 The Landlord states and hereby informs the Tenant that it believes that the Premises is subject to the United States Department of Housing and Urban Development (“**HUD**”) requirements pertaining to the use and/or redevelopment of the Premises, particularly because of the CDBG funding requirements, and therefore the Project must also meet certain National Objectives, as outlined by HUD. The Landlord, as a grant recipient of CDBG funds, must certify that its use of CDBG funds has been, and continues to be, utilized so as to give maximum feasible priority to activities which will carry out one (1) or more of the National Objectives to benefit low- and moderate-income families, or aid in the prevention or elimination of slums and blight, including, but not limited to, Slum Blight Spot Basis. And the use of CDBG funds may also include activities that the recipient certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat

to the health or welfare of the community, where other financial resources are not available to meet such needs. Therefore, consistent with the foregoing, each recipient that receives CDBG funds must ensure and maintain evidence that each of its activities assisted with CDBG funds meets the applicable National Objectives, as contained in its certification. The criteria for determining whether an activity actually addresses one (1) or more of these National Objectives are found in 24 CFR §570.208, which can be accessed by going to the following website: <https://www.law.cornell.edu/cfr/text/24/570.208>.

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[ONLY THE SIGNATURE PAGE REMAINS]

Landlord and Tenant have duly executed this Lease, with the intent for it to be legally binding, as of the Effective Date.

LANDLORD:

MIAMI-DADE COUNTY

a political subdivision of the State of Florida

Witnesses:

Name: _____

Name _____

By: _____

Name: _____

Title: _____

Date signed: _____

Approved as to form and legal sufficiency

ATTEST: Juan Fernandez-Barquin,
Clerk of the Court and Comptroller

By: _____
Terrence A. Smith
Assistant County Attorney

By: _____
(Deputy Clerk Signature)

Print Name: _____

Date: _____

Witnesses:

Alison Blakley
Name: Alison Blakley

JB
Name: Jessi Blakley

TENANT:

DE HOSTOS TRUE NORTE HOLDINGS, LLC

a Florida limited liability company

By: DeHostos True Norte Holdings Member, LLC, a Florida limited liability company, its sole member and manager

By: TRG True Norte Member, LLC, a Florida limited liability company, its manager

By: Andre Blakely
Andre Blakely
Executive Vice President

Witnesses:

Alison Blakley
Name: Alison Blakley

JB
Name: Jessi Blakley

TRG COMMUNITY DEVELOPMENT, LLC

a Foreign limited liability company

and a subsidiary of the Richman Group of Companies

By: Andre Blakely
Name: Andre Blakely

Title: President

Date signed: 4/05/2024

EXHIBIT A

PREMISES



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 04/08/2024

PROPERTY INFORMATION

Folio	01-3125-024-1780
Property Address	2902 NW 2 AVE MIAMI, FL 33127-3905
Owner	MIAMI-DADE COUNTY , COMMUNITY ACTION & HUMAN SERVICES
Mailing Address	701 NW 1ST CT-10TH FLR MIAMI, FL 33136
Primary Zone	6100 COMMERCIAL - NEIGHBORHOOD
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths /Half	0 / 0 / 0
Floors	2
Living Units	0
Actual Area	19,550 Sq.Ft
Living Area	18,200 Sq.Ft
Adjusted Area	17,010 Sq.Ft
Lot Size	21,000 Sq.Ft
Year Built	1979

ASSESSMENT INFORMATION

Year	2023	2022	2021
Land Value	\$6,300,000	\$630,000	\$630,000
Building Value	\$925,811	\$1,325,713	\$1,181,277
Extra Feature Value	\$39,756	\$92,645	\$94,204
Market Value	\$7,265,567	\$2,048,358	\$1,905,481
Assessed Value	\$1,773,126	\$2,048,358	\$1,905,481

BENEFITS INFORMATION

Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	\$5,492,441		
County	Exemption	\$1,773,126	\$2,048,358	\$1,905,481

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

SHORT LEGAL DESCRIPTION

NORTHERN BLVD TR PB 2-29
LOTS 22-23-24 BLK 11
LOT SIZE IRREGULAR
76R 11748



TAXABLE VALUE INFORMATION

Year	2023	2022	2021
COUNTY			
Exemption Value	\$1,773,126	\$2,048,358	\$1,905,481
Taxable Value	\$0	\$0	\$0
SCHOOL BOARD			
Exemption Value	\$7,265,567	\$2,048,358	\$1,905,481
Taxable Value	\$0	\$0	\$0
CITY			
Exemption Value	\$1,773,126	\$2,048,358	\$1,905,481
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$1,773,126	\$2,048,358	\$1,905,481
Taxable Value	\$0	\$0	\$0

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification	Description
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OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 04/08/2024

PROPERTY INFORMATION

Folio	01-3125-024-1590
Property Address	2948 NW 2 AVE MIAMI, FL 33127-3905
Owner	MIAMI-DADE COUNTY, COMMUNITY ACTION & HUMAN RESOURCE
Mailing Address	701 NW 1ST CT 10TH FL MIAMI, FL 33136
Primary Zone	6101 CEN-PEDESTRIAN ORIENTATIO
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths /Half	0 / 0 / 0
Floors	2
Living Units	0
Actual Area	9,537 Sq.Ft
Living Area	7,845 Sq.Ft
Adjusted Area	7,454 Sq.Ft
Lot Size	14,962 Sq.Ft
Year Built	Multiple (See Building Info.)

ASSESSMENT INFORMATION

Year	2023	2022	2021
Land Value	\$2,244,300	\$448,860	\$448,860
Building Value	\$420,156	\$423,398	\$373,499
Extra Feature Value	\$52,146	\$53,045	\$53,944
Market Value	\$2,716,602	\$925,303	\$876,303
Assessed Value	\$976,201	\$887,456	\$806,779

BENEFITS INFORMATION

Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	\$1,740,401	\$37,847	\$69,524
County	Exemption	\$976,201	\$887,456	\$806,779

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

SHORT LEGAL DESCRIPTION

NORTHERN BLVD TR PB 2-29
LOTS 1 & 2 BLK 11
LOT SIZE 126.800 X 118
76 R 11748



TAXABLE VALUE INFORMATION

Year	2023	2022	2021
COUNTY			
Exemption Value	\$976,201	\$887,456	\$806,779
Taxable Value	\$0	\$0	\$0
SCHOOL BOARD			
Exemption Value	\$2,716,602	\$925,303	\$876,303
Taxable Value	\$0	\$0	\$0
CITY			
Exemption Value	\$976,201	\$887,456	\$806,779
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$976,201	\$887,456	\$806,779
Taxable Value	\$0	\$0	\$0

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
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OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 04/08/2024

PROPERTY INFORMATION

Folio	01-3125-024-1600
Property Address	220 NW 30 ST MIAMI, FL 33127-3731
Owner	MIAMI-DADE COUNTY , COMMUNITY ACTION & HUMAN RESOURCE
Mailing Address	701 NW 1ST CT 10TH FL MIAMI, FL 33136
Primary Zone	6101 CEN-PEDESTRIAN ORIENTATIO
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths /Half	3 / 2 / 0
Floors	1
Living Units	1
Actual Area	1,256 Sq.Ft
Living Area	1,126 Sq.Ft
Adjusted Area	1,178 Sq.Ft
Lot Size	6,350 Sq.Ft
Year Built	1921

ASSESSMENT INFORMATION

Year	2023	2022	2021
Land Value	\$952,500	\$190,500	\$190,500
Building Value	\$40,818	\$38,254	\$33,663
Extra Feature Value	\$0	\$0	\$0
Market Value	\$993,318	\$228,754	\$224,163
Assessed Value	\$122,424	\$111,295	\$101,178

BENEFITS INFORMATION

Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	\$870,894	\$117,459	\$122,985
County	Exemption	\$122,424	\$111,295	\$101,178

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

SHORT LEGAL DESCRIPTION

NORTHERN BLVD TR PB 2-29
LOT 3 BLK 11
LOT SIZE 50.000 X 127
76R 11748



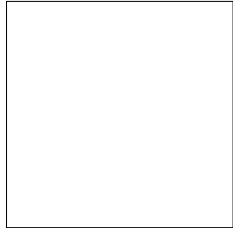
TAXABLE VALUE INFORMATION

Year	2023	2022	2021
COUNTY			
Exemption Value	\$122,424	\$111,295	\$101,178
Taxable Value	\$0	\$0	\$0
SCHOOL BOARD			
Exemption Value	\$993,318	\$228,754	\$224,163
Taxable Value	\$0	\$0	\$0
CITY			
Exemption Value	\$122,424	\$111,295	\$101,178
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$122,424	\$111,295	\$101,178
Taxable Value	\$0	\$0	\$0

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
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EXHIBIT B
DEVELOPMENT CONCEPT



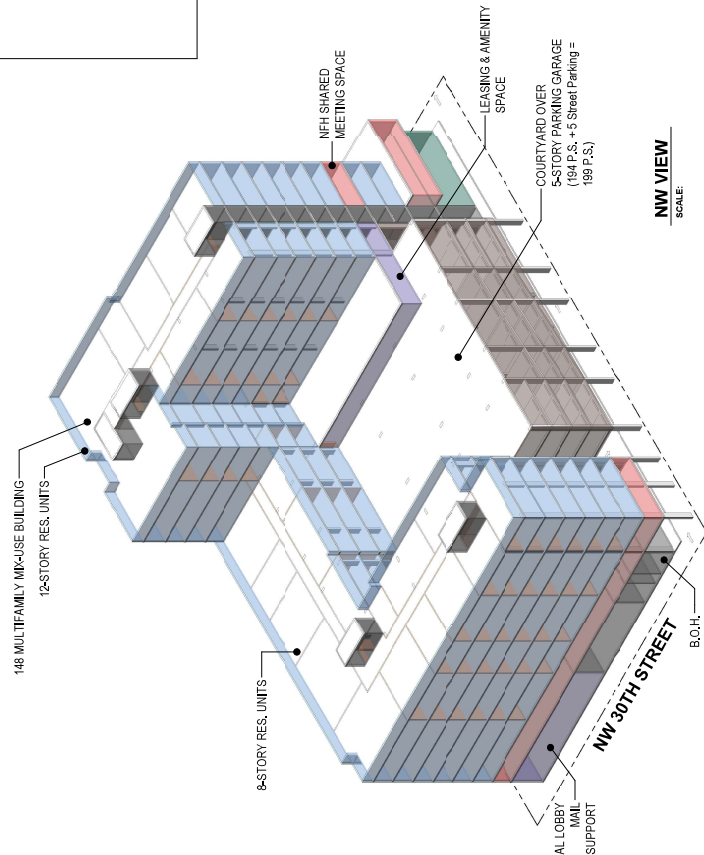
CORWIL ARCHITECTS
10000 NW 11TH AVENUE, SUITE 200
MIAMI, FL 33150-4400
TEL: 305.442.7883
WWW.CORWILARCHITECTS.COM

PROJECT: WYNWOOD

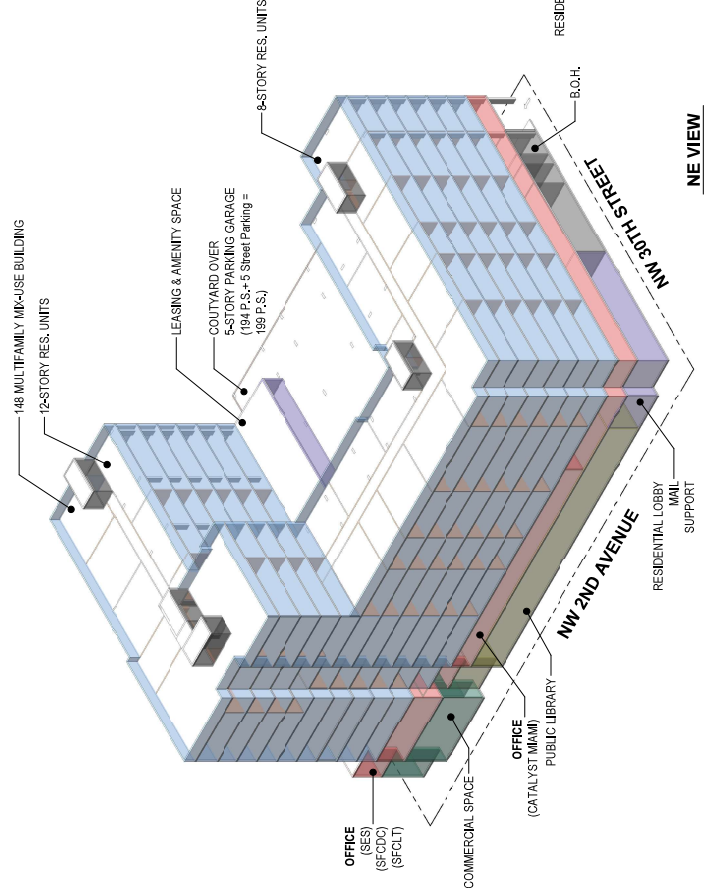
OWNER: RICHMAN GROUP

477 S. RICHMAN AVENUE,
SUITE #203
WEST PALM BEACH, FL 33401

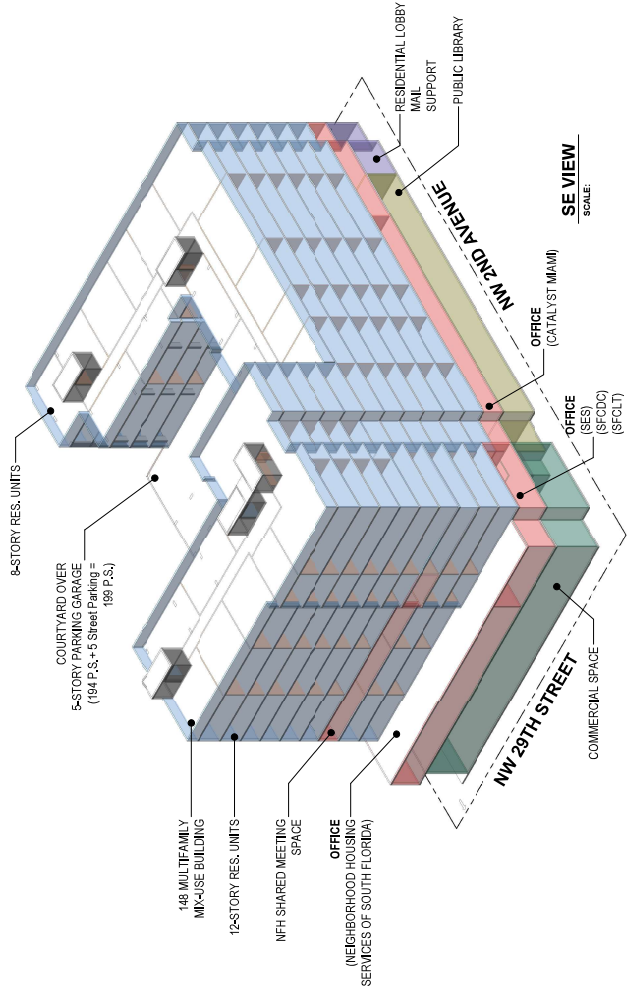
3D VIEWS



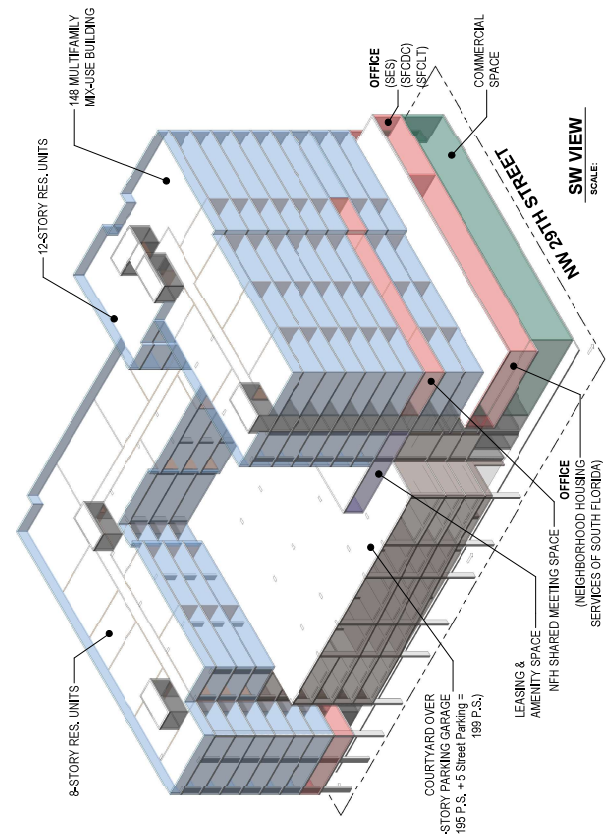
NW VIEW
SCALE:



NE VIEW
SCALE:



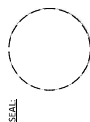
SE VIEW
SCALE:



SW VIEW
SCALE:

MASSING STUDY

REVISIONS		DATE	
No.	Description		



THIS DRAWING IS THE PROPERTY OF CORWIL ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS DRAWING IS PROHIBITED. ANY VIOLATION OF THESE TERMS SHALL BE CONSIDERED A BREACH OF CONTRACT AND SUBJECT TO LEGAL ACTION. ANY REUSE OR MODIFICATION OF THIS DRAWING IS PROHIBITED. ANY VIOLATION OF THESE TERMS SHALL BE CONSIDERED A BREACH OF CONTRACT AND SUBJECT TO LEGAL ACTION.

DATE: 10/09/2017
DRAWN BY: JACOB CORWIL
APPROVED BY: JACOB CORWIL
PROJECT: WYNWOOD
SHEET NUMBER: A-3.00

A-3.00

EXHIBIT C
LANDLORD'S ESTOPPEL CERTIFICATE

Re: Lease Agreement dated _____, 20____ (the "Lease"), by and between Miami-Dade County ("Landlord"), and De Hostos True Norte Holdings, LLC, a Florida limited liability company ("Tenant").

Ladies and Gentlemen:

Landlord has been advised that _____ ("Lender") intends to make a loan to Tenant (the "Loan") in connection with the Premises described in the Lease, and that, in making the Loan, Lender will act in material reliance upon this Estoppel Certificate from Landlord. Landlord hereby certifies, represents, warrants, acknowledges and agrees as follows:

(1) A true, complete and correct copy of the Lease is attached to this Estoppel Certificate. Which Lease is marked as Exhibit "A", and is incorporated herein by reference. There have been no amendments, modifications, extensions, renewals or replacements of the Lease (other than as attached hereto).

(2) Other than those contained in writing in the Lease, Tenant has made no representations, warranties or covenants to or in favor of Landlord with respect to the Premises or the Project.

(3) The Lease is in full force and effect. Tenant has accepted the Premises, presently is in possession of same, and is paying the Rent specified in the Lease on a current basis as of [date]. Landlord has no knowledge of any set offs, claims or defenses to the enforcement of the Lease or Tenant's rights thereunder (except as expressed hereunder or attached hereto).

(4) To Landlord's knowledge, neither Tenant nor Landlord is in default or breach under the Lease, and no event has occurred or condition exists which, with the giving of notice or passage of time, or both, could result in an event of default or breach under the Lease by either party (except as expressed hereunder or attached hereto).

(5) As of [date], Rent is as specified in Exhibit "A" hereto. No Rent has been paid by Tenant in advance under the Lease (except as expressed hereunder or attached hereto).

(6) Landlord has no knowledge of any present condition or event that may give rise to a violation of any federal, state, county or municipal law, regulation, ordinance, statute, rule, order or directive applicable to the Lease, the Premises or the Project (except as expressed hereunder or attached hereto).

Except as otherwise expressly defined in this Estoppel Certificate, all capitalized and/or defined terms when used herein will have the same meanings as given such terms in the Lease. This Estoppel Certificate may be delivered by Landlord by either facsimile or telecopier signature.

Dated this ____ day of _____.

Very truly yours

EXHIBIT D
CONTRACTING WITH ENTITIES
OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT



**CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED
AFFIDAVIT**

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

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

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

Print Name of Bidder's/Proposer's Authorized Representative: Andre Blakely

Title of Bidder's/Proposer's Authorized Representative: Executive Vice President

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

Date: 4/5/24

SCHEDULE 4.3

CONFIRMATION OF FINANCING DATE AND COMMENCEMENT DATE

Reference is made to both the Financing Date and the Commencement Date, in the Lease Agreement, dated _____, 20____, by and between Miami-Dade County, acting by and through its Community Action and Human Services Department ("Landlord"), and De Hostos True Norte Holdings, LLC, a Florida limited liability company ("Tenant"). This document is and shall serve as the Confirmation of Financing Date, and is attached to the Lease as Schedule 4.3 thereto, and, when executed and delivered by the parties shall be incorporated within and made a part of the Lease. Capitalized terms used in this Confirmation of Financing Date and Commencement Date, without otherwise being defined herein, will have the meanings given to them in the Lease Agreement. As a result, the parties hereby acknowledge and agree that this Confirmation of Financing Date and Commencement Date specifically sets the Financing Date as _____, 20____. Further, the Commencement Date is _____, 20____, which is exactly the same date as the Financing Date. To confirm the Financing Date and the Commencement Date, the Landlord and Tenant have caused this instrument to be executed and delivered to both parties, defining the actual Financing Date, and the Commencement Date, of the Lease Agreement.

ATTEST:

LANDLORD:

MIAMI-DADE COUNTY

a political subdivision of the State of Florida

By: _____

Name: _____

Title: _____

BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

DE HOSTOS TRUE NORTE HOLDINGS, LLC

a Florida limited liability company

Witnesses:

Name: _____

Name: _____

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 6.3

PARTITION AND BUILDOUT FOR LANDLORD'S OFFICE SPACE

Schedule 6.3 – Division and partial buildout information for Landlord's office space.

The Landlord and Tenant hereby acknowledge and agree that the 20,000 square feet of office space shall be delivered to the Landlord in Turnkey Condition. The Landlord and Tenant further acknowledge and agree that the 20,000 square feet of office space that will be constructed by the Tenant for the benefit of the Landlord, at no cost to the Landlord, and shall be divided in accordance with the following sizes.

- A.) 5,000 square feet (This office space will likely be utilized as a library)
- B.) 4,000 square feet (This space will likely be utilized as the Community Resource Center)
- C.) 7,000 square feet (This space will likely be utilized for the senior meals program)
- D.) 4,000 square feet (This space will likely be utilized for office space for CAHSD)

Further, the division between the office spaces, as listed above, shall mean that there is an actual demising wall separating the office spaces.

The office space for the library shall include at least one (1) unisex restroom.

The office space for the meals program shall include at least one (1) unisex restroom, and if located on any floor above the First Floor, shall have either an open air balcony type area (not set apart from the envelope of the building) and/or a large conference room area near (adjacent to) windows, to the greatest extent possible, particularly for the program participants (senior citizens) to gather in large groups socially, before and after receiving their meals.

Buildout of office space, in addition to the information outlined in Section 6.3 of the Lease, shall include the following:

- a.) Interior cameras, card readers, and a burglar alarm, as selected and approved by the Landlord.
- b.) Carpeting and/or porcelain tile, system furniture and case goods, as selected or approved by the Landlord.
- c.) In restrooms - touchless sinks, touchless soap dispensers, touchless toilets, and touchless paper towel dispensers or air hand dryers.
- d.) Air filtration/purification systems, which are designed to prevent or eliminate airborne viruses, such as COVID-19, and which air filtration/purification systems are in addition to the regular/normal HVAC system for the office space. The air filtration and purification systems shall be either incorporated, as an additional component, to the regular/normal

HVAC system, or added to the office space as a stand-alone system, which size(s) and model(s) is/are appropriate for the size of the space(s).

- e.) Sanitizing Stations. The Tenant agrees to install several (a minimum of five (5) stations) touchless hand sanitizers in the office space for the Landlord (such as Purell 800), and/or in the hallways adjacent to the office space, particularly near restrooms, elevators and stairwells.
- f.) Elevator Service. The Tenant shall have keycard (or key fob) operated elevators. In addition, at Landlord's election, the Landlord shall have the right and ability to restrict and/or prevent access to any floor of the building where the Landlord leases or otherwise occupies the entire floor.
- g.) Light Fixtures. All light fixtures shall utilize "light emitting diode" ("LED") blubs, and/or fluorescent (as oppose to incandescent lighting). All conference rooms and kitchens and kitchenet areas shall have electrical motion sensors that will turn off any unused lighting when the room is unoccupied, as an effort to save on energy costs.
- h.) Telecommunications Cabling. The Tenant shall install in the office space any and all cabling and/or wiring for all telecommunications systems and equipment. Such installation shall be performed in accordance with the Landlord's written requirements, which requirements the Tenant shall obtain from the Landlord prior to the purchase and/or installation of any wiring/cabling and/or equipment in the office space. And the Tenant shall notify the Landlord prior to the start of the installation, the date for when the installation will commence, so that a representative of the Landlord can be present to inspect the wiring/cabling and equipment before the installation occurs. And upon completion of the installation, the Tenant shall notify the Landlord, so that its representative can inspect the installation of the wiring/cabling and telecommunications systems and equipment.
- i.) Approval Rights for buildout of office space. The layout and buildout of the 20,000 square feet of office space for the Landlord shall be reviewed and approved by the Landlord, both before and after permitting, including, but not limited to, the floor plans and the design criteria for all aspects of the office space, including the selection of furniture, fixtures, and equipment. Upon the Tenant delivering any plans to the Landlord, for its review and approval, the Tenant shall provide the Landlord with a copy of this Partition and Buildout for Landlord's Office Space document, with this section of the document both highlighted and tabbed, so that the Landlord's staff will be fully aware of the Landlord's duties and responsibilities regarding the approval of the plans. The Landlord shall have a period of thirty (30) calendar days to review and approve, and/or otherwise change or comment upon any plans submitted by the Tenant. If the Landlord needs additional time, it shall seek the prior approval of the Tenant. Any and all approvals by the Landlord shall be memorialized in writing and signed by the Director of Community Action and Human Services, or his/her designee.

Further, as referenced in Section 6.3 of the Lease, “**Turnkey Condition**” shall mean that the office space will be fully equipped and ready for immediate use by the Landlord, meeting the standards of the Comparable Space. Further, upon Completion of Construction, including for the 20,000 of office space for the Landlord, the wiring for telephones and Information Technology, as well as cameras, card readers, and burglar alarm, and associated hardware and software to operate such equipment, including, but not limited to the information technology systems, shall be installed, by and at the sole cost and expense of the Tenant, and the walls to the office space shall be painted (*paint colors as selected by the Landlord) by the Tenant, and the air conditioning, ceiling tiles, carpeting and/or porcelain tile, system furniture, and case goods shall be purchased and installed by the Tenant, after being approved by the Landlord. The Comparable Space is the office space located at 3750 South Dixie Highway, Miami, Florida 33133, or 601 N.W. 1st Court, 22nd Floor, Miami, Florida 33136.

The Tenant hereby agrees to work cooperatively with the representatives of the Library Department, if selected by the Community Action and Human Services Department to occupy space in the building, to determine the configuration and buildout requirements for a library.

The Tenant hereby agrees to work cooperatively with the representatives of the senior meals program, if such is selected by the Community Action and Human Services Department to occupy space in the building, to determine the configuration and buildout requirements for the senior meals program.

WYNWOOD - AFFORDABLE SUBLEASE DRAFT FORM

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") dated effective as of the _____ day _____ of _____, _____ (the "Effective Date"), is made by and between **DE HOSTOS TRUE NORTE HOLDINGS, LLC**, a Florida limited liability company (hereinafter called the "Sublessor") and **TRUE NORTE WYNWOOD, LTD.**, a Florida limited partnership (hereinafter called the "Sublessee").

WHEREAS, the Sublessor is in rightful possession of certain real property located in Miami-Dade County, Florida, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Leased Property") pursuant to that certain Ground Lease dated as of _____, _____ (as may be amended, the "Master Lease"), by and between Miami-Dade County, a political subdivision of the State of Florida, through its Community Action and Human Services Department, as Landlord therein (the "Landlord") and Sublessor, as tenant therein; and

WHEREAS, Sublessor and Sublessee acknowledge that a true and correct copy of the Master Lease thereof has been provided by Sublessor and accepted by Sublessee, and the parties agree that the provisions of said Master Lease are incorporated herein by reference; and

WHEREAS, the Sublessor wishes to sublease to the Sublessee the portion of the Leased Property which is as more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "Demised Premises"), on the same terms and conditions as set forth in the Master Lease, except as modified hereby:

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals; Defined Terms. The above Recitals are true and correct and are hereby incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Master Lease.

2. Sublease. The Sublessor hereby subleases to the Sublessee, and the Sublessee hereby leases from Sublessor, the Demised Premises.

3. Term. The term of this Sublease shall be co-terminus with the Master Lease, commencing on the date hereof and ending on the date which is fifty (50) years from the Commencement Date, subject to the two (2) additional twenty (20) year renewal option periods described in the Master Lease. The obligation to pay Rent shall begin on the date on which the Sublessee closes on the construction financing and tax credit syndication for its contemplated development (the "Commencement Date"). In any event, the term of this Sublease shall expire upon the expiration of the term of the Master Lease. Anything to the contrary herein notwithstanding, Sublessor may terminate this Sublease by written notice to Sublessee given at any time after _____, _____, if by such date Sublessee has not received an award of _____% low income housing tax credits from the Florida Housing Finance Corporation.

4. Rent. [SUBJECT TO UPDATE BASED ON FINANCING STRUCTURE AND LENDER/INVESTOR REQUIREMENTS.] Sublessee hereby agrees to pay to Sublessor as Rent, under this Sublease, a one-time capitalized lease payment, to be paid upon the Commencement

Date, in the amount of \$ [REDACTED] (the "Capitalized Payment"), which amount is calculated by multiplying the number of units (*i.e.*, [REDACTED]) times \$ [REDACTED]. If greater or fewer than eighty-two (82) units are constructed at the Demised Premises, the Capitalized Payment shall be adjusted on a unit-for-unit basis; provided, however, that to the extent Rent is paid directly by Sublessee to Landlord, the Sublessee's obligations to pay Rent under this Section 4 shall be satisfied. As and when the Rent is due and payable under the Master Lease, Sublessee shall pay such Rent directly to Landlord, which shall satisfy the obligations of Sublessee to otherwise have paid the Rent to Sublessor. It is the intention of this Sublease that the Sublessee shall be liable for the payment with respect to the units to be developed at the Demised Premises of all Rent and impositions becoming due and payable under the Master Lease by Sublessor to Landlord, during the term of this Sublease. To that end, Sublessee shall make all payments of Rent and impositions directly to Landlord. Provided, however, that there shall be no obligation on the part of Sublessee (or any successor of Sublessee) for the payment of any such Rent or other impositions which shall become due and payable with respect to any portion of the Demised Premises transferred subsequent to the termination of Sublessee's possession of any portion of the Demised Premises, or transfer of Sublessee's rights, under the terms of this Sublease and the termination or expiration of this Sublease.

5. Relationship to Master Lease. This agreement is a sublease and is subject to all the provisions in the Master Lease. Neither Sublessor nor Sublessee shall commit or permit to be committed any act or omission that will violate any provisions of the Master Lease with respect to the Demised Premises. Except with regard to rights of sublessees and the rights or obligations of Landlord, as set forth in the Master Lease, if the Master Lease terminates with respect to the Demised Premises, this Sublease shall terminate, and the parties shall be relieved from all liabilities and obligations under this Sublease, except with respect to any obligations which specifically survive the termination or expiration of this Sublease. This Sublease is made expressly subject to the terms, covenants and conditions of the Master Lease, and Sublessee expressly assumes any and all of the obligations of Sublessor under the Master Lease with respect to the Demised Premises, and agrees to be subject to all conditions and restrictions to which Sublessor is subject including, but not limited to, the obligation for the development, use and operation of every part of the Demised Premises. Any act required to be performed by Sublessor pursuant to the terms of the Master Lease in respect of the Demised Premises shall be performed by Sublessee and the performance of such act by Sublessee shall be deemed to be performed by Sublessor and shall be accepted by Landlord as Sublessor's act, provided such act is otherwise performed in accordance with the terms of the Master Lease. Nothing herein contained shall be construed to modify, waive, impair or otherwise affect any of the covenants, agreements, terms, provisions or conditions in the Master Lease (except as herein expressly provided), and all covenants, agreements, terms, provisions and conditions of the Master Lease are hereby mutually declared to be in full force and effect. It is the express intention of the parties of this Sublease that the Master Lease is incorporated into this Sublease and Sublessee, and not Sublessor, shall be responsible for all provisions of the Master Lease in respect of the Demised Premises as if they were fully set forth in this Sublease.

6. Rights of Sublessee. Sublessee (and all succeeding and successor transferees) shall succeed to all rights and obligations of Sublessor under the Master Lease with respect to the Demised Premises, including but not limited to the right to mortgage, encumber and otherwise assign and further sublease the Demised Premises, subject, however, to all duties and obligations of Sublessor as set forth in the Master Lease, and subject to the terms hereof.

7. Further Sublet. Subject to the Master Lease, the Sublessee may further sublet the Demised Premises or any part thereof to residential and/or retail tenants under unrecorded leases, with rights as tenants only, without the prior written consent of Sublessor.

8. Public Liability Insurance. The Sublessee agrees to maintain the insurance in respect of the Demised Premises in the types and amounts described in the Master Lease and shall name Sublessor as an additional insured under all such policies. Coverages required by this section shall be evidenced by certificates of insurance from insurance companies reasonably acceptable to Sublessor showing the requisite liability limits and shall specify that Sublessee's insurance policies shall not be modified, altered, canceled or allowed to expire or lapse without thirty (30) days' prior notice to Sublessor. Sublessor is to be held harmless, from and against any and all liability, losses, and damages suffered or incurred by Sublessor by reasons directly (a) arising out of or (b) caused by Sublessee, in connection with Sublessee's occupancy of the Demised Premises, excepting loss and/or injury caused by the acts, negligence or omissions of the Sublessor, its servants, agents or representatives.

9. Sublessor's Representations and Warranties. Sublessor hereby represents and warrants to Sublessee that, as of the date hereof:

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

(b) Sublessor will deliver possession of the Demised Premises to Sublessee, and, at all times, keep the Demised Premises free and clear of any and all liens, mortgages, encumbrances, tenancies and occupancies of every nature whatsoever.

(c) Sublessor is the current lessee under the Master Lease.

(d) Sublessor has not made, caused or incurred, or allowed any other to make, cause or incur, any assignment, sale, sublease, disposition or transfer or any right, title, and/or interest in, to, and under the Master Lease of the Demised Premises (other than that which may have been made to Sublessee), or any claim, demand, obligation, liability, action or cause of action in any way pertaining to the Master Lease or the Demised Premises.

(e) There are no existing mortgages, encumbrances or liens on Sublessor's leasehold interest and Sublessor will not hereafter subordinate to or mortgage or encumber its leasehold interest.

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

11. Events of Default of Sublessee. The occurrence of any of the following shall be an "Event of Default" of Sublessee hereunder:

(a) Default is made in the due and punctual payment of the Rent payable to Sublessor under this Sublease when and as the same shall become due and payable and such default shall continue for a period of ninety (90) days after written notice thereof from Sublessor to Sublessee.

(b) Default is made by Sublessee in keeping, observing or performing any of the terms contained in this Sublease, excepting the obligation to pay the Rent, and such

default shall continue for a period of ninety (90) days after written notice thereof from Sublessor to Sublessee setting forth with reasonable specificity the nature of the alleged breach; or in the case of such default or contingency which cannot with due diligence and in good faith be cured within ninety (90) days, Sublessee fails within said ninety (90) day period to proceed promptly and with due diligence and in good faith to pursue curing said default.

(c) Any default in the obligations of Sublessor under the Master Lease relating to the Demised Premises, other than (i) an obligation which can only be performed by Sublessor thereunder or (ii) a default which is caused by Sublessor.

12. Failure to Cure Default by Sublessee. If an Event of Default of Sublessee shall occur, Sublessor, at any time after the periods set forth in Section 11 (a) or (b) and provided Sublessee has failed to cure such Event of Default within such applicable period, or in the case of such default or contingency which cannot with due diligence and in good faith be cured within ninety (90) days, Sublessee fails within said ninety (90) day period to proceed promptly and with due diligence and in good faith to pursue curing said default, shall have the following rights and remedies, which are cumulative:

(a) In addition to any and all other remedies, in law or in equity, or as set forth in this Sublease, that Sublessor may have against Sublessee, Sublessor shall be entitled to sue Sublessee for all damages, costs and expenses arising from Sublessee's committing an Event of Default hereunder and to recover all such damages, costs and expenses, including reasonable attorneys' fees at both trial and appellate levels.

(b) To restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default of Sublessee and to obtain a decree specifically compelling performance of any such term or provision of this Sublease without notice to Sublessor or the necessity of posting a bond.

13. Events of Default of Sublessor. It shall be an Event of Default of Sublessor, if default shall be made by Sublessor in keeping, observing or performing any of the duties imposed upon Sublessor pursuant to the terms of this Sublease, and such default shall continue for a period of ninety (90) days after written notice thereof from Sublessee to Sublessor setting forth with reasonable specificity the nature of the alleged breach; or, in the case of any such default or contingency which cannot, with due diligence and in good faith, be cured within ninety (90) days, Sublessor fails within said ninety (90) day period to proceed promptly after such notice and with due diligence and in good faith to cure said Event of Default.

If an Event of Default of Sublessor shall occur, Sublessee, at any time after the period set forth in this Section 13, shall have the following rights and remedies which are cumulative:

(a) To restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default of Sublessor and to obtain a decree specifically compelling performance of any such term or provision of this Sublease without notice to Sublessor or the necessity of posting a bond.

(b) In the event that the Sublessor's default is of a nature which makes performance of this Sublease impossible, Sublessee may terminate any and all obligations that Sublessee may have under this Sublease, in which event Sublessee shall be released and relieved from any and all liability under this Sublease and shall surrender possession of the Demised Premises to Sublessor.

14. Power of Attorney-Sublessor. (a) Subject to Sublessor's prior approval of any instrument or document described in this Section, which approval shall not be unreasonably withheld, Sublessor hereby irrevocably constitutes Sublessee its true and lawful attorney in fact in its name, place and stead to make, execute, swear to, acknowledge, deliver and file:

(i) Any instrument which may be required to be filed by the Sublessor under the terms of the Master Lease, or which Sublessee deems advisable to file under the terms of the Master Lease;

(ii) Any documents which may be required or appropriate to amend the terms of the Master Lease, to effect the continuation of the Master Lease, or the termination of the Master Lease; or

(iii) Any document necessary or proper to carry out the intent of the Sublessor's powers and/or duties.

(b) The above power of attorney:

(i) Is a special power of attorney coupled with an interest, is irrevocable, and will survive the dissolution of the Sublessor or any other event; and

(ii) May be exercised by the Sublessee on behalf of Sublessor by an actual or facsimile signature of a duly authorized representative of the Sublessee.

(c) Upon the request of Sublessee, the Sublessor shall from time to time execute a separate power of attorney that may be necessary or proper to permit the above-listed powers to be exercised, and any document which the Sublessee would be authorized to execute by virtue of any such powers.

15. Discharge of Liens. Sublessor is not authorized to contract for or on behalf of itself or Sublessee for work or the furnishing of materials to the Demised Premises. Sublessor shall discharge of record by payment, bond or otherwise, within five (5) days subsequent to the date of its receipt of notice thereof from Sublessee, any mechanic's, laborer's or similar lien filed against the Demised Premises for work or materials claimed to have been furnished at the instance of Sublessor. If Sublessor shall fail to cause such lien or claim of lien to be so discharged or bonded within such period, in addition to any other right or remedy it may have, Sublessee may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by procuring the discharge of such lien or claim by deposit in court or bonding, and in any such event, Sublessee shall be entitled, if Sublessee so elects, to compel the prosecution of any action for the foreclosure of such lien or claim by claimant and to pay the amount of the judgment, if any, in favor of the claimant, with interest, costs and allowances. Sublessee shall be entitled to offset any sum or sums so paid by Sublessee, and all costs and expenses incurred by Sublessee, including, but not limited to, attorneys' fees in processing such discharge or in defending any such action against any Rent due under this Sublease.

16. Notices. Each notice required or permitted to be given hereunder or pursuant to the Master Lease must comply with the requirements of Article 23 of the Master Lease. The addresses for the parties hereto are as follows:

Sublessor: De Hostos True Norte Holdings, LLC
c/o TRG Community Development, LLC
777 West Putnam Avenue
Greenwich, CT 06830
Attn: President

With a copy to: Nelson Mullins Riley & Scarborough LLP
390 N. Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Heather Toft, Esq.

Sublessee: True Norte Wynwood, Ltd.
c/o TRG Community Development, LLC
777 West Putnam Avenue
Greenwich, CT 06830
Attn: President

With copies to: Neighborhood Housing Services of South Florida, Inc.
300 NW 12th Avenue
Miami, FL 33128
Attn: Executive Director

South Florida Community Land Trust, Inc.
718 NE 2nd Avenue
Ft. Lauderdale, FL 33304
Attn: Amanda Bartle, Executive Director

17. Subleasehold Mortgage.

(a) Without limiting any of the provisions of the Master Lease as to the mortgaging of the Sublessee's subleasehold estate in the Demised Premises, it is agreed that, without Sublessor's prior written consent, Sublessee shall have the right from time to time during the Term to mortgage, collaterally assign, or otherwise encumber in favor of one or more lenders the Sublessee's leasehold estate and interest ("Leasehold Interest") under one or more leasehold mortgages ("Leasehold Mortgages"), the Sublessee's personalty located on the Demised Premises, its subleases and issues, rents and profits therefrom, as security for such Leasehold Mortgages.

(b) In the event of any default by Sublessee under the Sublease or any Leasehold Mortgage, Sublessor will allow Permitted Leasehold Mortgagee (as hereinafter defined) to enforce its lien and security interest in Sublessee's personal property located at the Demised Premises including assembling and removing all of Sublessee's personal property located on the Premises. Sublessor hereby waives any landlord's lien it might hold, statutory, constitutional, contractual or otherwise, in any personal property owned or leased by Sublessee and now or hereafter located on the Demised Premises. If so requested by Sublessee, Sublessor shall execute a waiver of any right, title or interest or right to seize any of Sublessee's personal property on the Demised Premises that may be subject to a lien or security interest in favor of Permitted Leasehold Mortgagee or a seller of Sublessee's personal property or creditor holding a security interest in such personal property.

(c) (i) if the Sublessee shall mortgage its Leasehold Interest, and if the holder of such Leasehold Mortgage (each a "Permitted Leasehold Mortgagee") shall provide the Sublessor with notice of such Leasehold Mortgage together with a true copy of such Leasehold Mortgage and the name and address of the mortgagee, the Sublessor and the Sublessee agree that, following receipt of such notice by the Sublessor, the provisions of this Section 17 shall apply with respect to such Leasehold Mortgage.

(ii) Sublessor agrees that no notice given to Sublessee subsequent to the date Sublessee's leasehold interest in the Land is encumbered by a Leasehold Mortgage is valid unless simultaneously given to the Permitted Leasehold Mortgagee at the address provided by it.

(iii) In the event of any assignment of a Leasehold Mortgage or in the event of change of address of a Permitted Leasehold Mortgagee or of an assignee of such Leasehold Mortgage, notice of the new name and address shall be provided to the Sublessor.

(iv) After the Sublessor has received the notice provided for by subsection (c)(i) above, the Sublessee, upon being requested to do so by the Sublessor, shall with reasonable promptness provide the Sublessor with copies of the note or other obligation secured by such Leasehold Mortgage and of any other documents pertinent to the Leasehold Mortgage and of each amendment or other modification or supplement to such instruments.

(d) Until such time as the Leasehold Mortgages are paid in full, the Sublessor shall not consent to any termination, material amendment, modification or supplement to this Sublease unless consented to in writing by the Permitted Leasehold Mortgagees which consent will not be unreasonably delayed, conditioned or withheld.

(e) In the event there is a conflict between the terms of this Sublease and those of a Leasehold Mortgage (including, but not limited to, the provisions of this Sublease and those of a Leasehold Mortgage pertaining to the disposition of insurance proceeds or condemnation awards), the terms of the Leasehold Mortgage shall govern.

(f) Permitted Leasehold Mortgagee may, at its option, at any time before this Sublease has been terminated as provided herein, and before the expiration of the time periods specified in Section 17(g) below, pay any of the Rent or other sums due under this Sublease, or effect any insurance, or pay any taxes or assessments, or make any repairs and improvement, or do any act or thing which may be necessary and proper to be done in the observance of the covenants and conditions of this Sublease or to prevent the termination of this Sublease. Permitted Leasehold Mortgagee also shall be afforded the right, but not the obligation, to perform any other term, covenant, or condition of this Sublease to be performed by Sublessee, as well as to remedy any default by Sublessee hereunder, and Sublessor shall accept such performance by any Permitted Leasehold Mortgagee with the same force and effect as if furnished by Sublessee, provided, however, that Permitted Leasehold Mortgagee shall not thereby or hereby be subrogated to the rights of Sublessor. Additionally, Sublessee may delegate irrevocably to Permitted Leasehold Mortgagee the authority to exercise any or all of Sublessee's rights hereunder, including, but not limited to, the right of Permitted Leasehold Mortgagee to participate (in conjunction with or to the exclusion of Sublessee) in any proceeding, arbitration, or settlement involving condemnation or eminent domain affecting Sublessee's leasehold interest in the Demised Premises, but no such delegation shall be binding upon Sublessor unless and until either Sublessee or Permitted Leasehold Mortgagee in question shall give to Sublessor a true copy of a written instrument effecting such delegation, in form required for recording. Any provision of this Sublease that gives Permitted Leasehold Mortgagee the privilege of exercising a particular right of Sublessee hereunder on condition that Sublessee shall have failed to exercise such right shall not be deemed to diminish any privilege that Permitted Leasehold Mortgagee may have, by virtue of a delegation of authority from Sublessee, to exercise such right without regard to whether or not Sublessee shall have failed to exercise such right.

(g) Sublessor shall give Permitted Leasehold Mortgagee notice in writing of any defaults by Sublessee under this Sublease, and Permitted Leasehold Mortgagee shall have sixty (60) days after receipt of such written notice from Sublessor to cure such default which is reasonably susceptible of cure. Further, as to any non-monetary default, Permitted Leasehold Mortgagee shall have one hundred eighty (180) days after receipt of such written notice from Sublessor, and a reasonable time after the expiration of said one hundred eighty (180) days if it shall have commenced foreclosure or other appropriate proceeding in the nature thereof within said one hundred eighty (180) day period and is diligently prosecuting the same, within which to endeavor to cure such default; and notwithstanding any other provision of this Sublease, all rights (if any) of Sublessor to terminate this Sublease upon the default by Sublessee are and shall continue to be at all times while Sublessee is indebted to Permitted Leasehold Mortgagee, subject to and conditioned upon Sublessor's first having given Permitted Leasehold Mortgagee written notice of such default and Permitted Leasehold Mortgagee's failure to cure such default within the time and upon the conditions stated above after receiving such written notice of default. Notwithstanding anything contained herein to the contrary, any right of Sublessor to terminate this Sublease shall be postponed indefinitely if the default which gives rise to such termination right is of such a nature that the same is not susceptible of being cured by Permitted Leasehold Mortgagee and Permitted Leasehold Mortgagee shall institute foreclosure proceedings and diligently prosecute the same to completion, subject to any stay in any proceedings involving the insolvency of Sublessee or other proceeding or injunction (unless, in the meantime, Permitted Leasehold Mortgagee shall acquire Sublessee's estate hereunder, either in its own name or through a nominee, by assignment in lieu of foreclosure).

(h) A Permitted Leasehold Mortgagee may become the holder of the Sublessee's leasehold estate and succeed to the Sublessee's interest in this Sublease by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Sublease in lieu of foreclosure, and any purchaser at a foreclosure proceeding undertaken in regard to a Leasehold Mortgage may become the holder of the Sublessee's leasehold estate and succeed to the Sublessee's interest in this Sublease by such foreclosure proceedings. A Permitted Leasehold Mortgagee may exercise any rights and remedies available to it under its Leasehold Mortgage without consent or approval of Sublessor.

(i) In case of the termination of this Sublease by reason of the happening of any Event of Default or of bankruptcy or insolvency of the Sublessee, Sublessor shall provide written notice of such termination to Permitted Leasehold Mortgagee and shall include in the notice a statement of all sums which would be due under this Sublease at the time of termination and all other defaults of Sublessee existing at such time. Sublessor will enter into a new sublease for the Demised Premises with the Permitted Leasehold Mortgagee, for the remainder of the term, effective as of the date of such termination, at the same Rent and subject to the same covenants and agreements, terms, provisions and limitations herein contained, provided that:

(i) The Sublessor receives the Permitted Leasehold Mortgagee's written request for such new sublease within sixty (60) days from the date that notice of such termination is received by Permitted Mortgagee and all amounts then due and owing to the Sublessor under this Sublease shall be paid coterminous with the entry into the new sublease together with any and all costs and expenses, including reasonable counsel fees, court costs and disbursements made by the Sublessor in connection with any such default and termination as well as in connection with the execution and delivery of the new sublease, less the net income collected by the Sublessor from the Demised Premises subsequent to the date of termination of this Sublease and prior to the execution and delivery of the new lease, any excess of such net income over the aforesaid sums and expenses to be applied in payment of the Rent thereafter becoming due under the new sublease; and

(ii) Upon the execution and delivery of the new sublease at the time payment is made in (i) above, all subleases which thereafter may have been assigned and transferred to the Sublessor shall thereupon be assigned and transferred without recourse by the Sublessor to the Permitted Leasehold Mortgagee, as the new Sublessee.

(j) (i) For the purposes of this Section 17, the making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Sublease or of the Leasehold Interest hereby created, nor shall any Permitted Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Sublease or of the Leasehold Interest hereby created so as to require such Permitted Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of the Sublessee to be performed hereunder; however, the purchaser at any sale of this Sublease and of the Leasehold Interest hereby created under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage shall be deemed to be an assignee or transferee within the meaning of this Section 17, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the Sublessee to be performed hereunder from and after the date of such purchase and assignment, but only for so long as such purchaser or assignee is the owner of the Leasehold Interest. If the Permitted Leasehold Mortgagee or its designee shall become holder of the Leasehold Interest and if the improvements on the Demised Premises shall have been or become materially damaged on, before or after the date of such purchase and assignment, the Permitted Leasehold Mortgagee or its designee shall be obligated to repair, replace or reconstruct the improvements only to the extent of the net insurance proceeds received by the Permitted Leasehold Mortgagee or its designee by reason of such damage. However, should such net insurance proceeds be insufficient to repair, replace or reconstruct the Project or other improvements, and should the Permitted Leasehold Mortgagee or its designee choose not to fully reconstruct the improvements, such failure shall constitute an event of default under this Sublease.

(ii) Any Permitted Leasehold Mortgagee or other acquirer of the Leasehold Interest of the Sublessee pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings may, upon acquiring the Sublessee's Leasehold Interest, without further consent of the Sublessor, sell and assign the Leasehold Interest on such terms and to such persons and organizations as are acceptable to such Permitted Leasehold Mortgagee or acquirer and thereafter be relieved of all obligations under this Sublease; provided the Sublessor has approved such assignee, which approval shall not be unreasonably withheld, and such assignee has delivered to the Sublessor its written agreement to be bound by all of the provisions of this Sublease.

(iii) Notwithstanding any other provisions of this Sublease to the contrary, any sale of this Sublease and of the Leasehold Interest hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignment or transfer of this Sublease and of the Leasehold Interest hereby created in lieu of the foreclosure of any Leasehold Mortgage, shall be deemed to be a permitted sale, transfer or assignment of this Sublease and of the Leasehold Interest hereby created.

(k) The Sublessor shall give each Permitted Leasehold Mortgagee prompt notice of any legal proceedings between the Sublessor and the Sublessee involving obligations under this Sublease. Each Permitted Leasehold Mortgagee shall have the right to intervene in any such proceedings and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. In the event that any Permitted Leasehold Mortgagee shall not elect to intervene or become a party to any such proceedings, the Sublessor shall give the

Permitted Leasehold Mortgagee notice of, and a copy of any award or decision made in any such proceedings, which shall be binding on the Permitted Leasehold Mortgagee.

(l) Intentionally Omitted.

(m) The Sublessor shall, without charge, at any time and from time to time hereafter, but not more frequently than twice in any one-year period (or more frequently if such request is made in connection with any sale or mortgaging of Sublessee's Leasehold Interest or permitted subletting by the Sublessee), within ten (10) days after written request from the Sublessee or Permitted Leasehold Mortgagee to do so, certify by written instrument duly executed and acknowledged to any Permitted Leasehold Mortgagee or purchaser, or proposed leasehold mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (i) as to whether this Sublease has been supplemented or amended and if so, the substance and manner of such supplement or amendment; (ii) as to the validity and force and effect of this Sublease, in accordance with its tenor; (iii) as to the existence of any default hereunder; (iv) as to the existence of any known offsets, counterclaims or defenses hereto on the part of the Sublessee; (v) as to the commencement and expiration dates of the term of this Sublease; and (vi) as to any other matters as may be reasonably so requested. Any such certificate may be relied upon by the Sublessee and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the Sublessor.

(n) Notices from the Sublessor to the Permitted Leasehold Mortgagee shall be mailed to the address furnished to the Sublessor, and those from the Permitted Leasehold Mortgagees to the Sublessor shall be mailed to the address designated pursuant to the provisions of Section 17(c)(i). Such notices, demands and requests shall be given in the manner described in Section 16 and shall in all respects be governed by the provisions of that section.

(o) In case of the termination of this Sublease by reason of the happening of any Event of Default or of bankruptcy or insolvency of the Sublessee, the Sublessor shall give prompt notice thereof to each Permitted Leasehold Mortgagee who has made the request referred to in Section 17(c).

18. Investor. The following shall apply with respect to the Sublessee's Investor (the "Investor"):

(a) The Sublessor agrees to accept payment or performance by the Investor as though the Sublessee had done the same, and the Investor shall be given all of the same cure rights as a Permitted Leasehold Mortgagee under this Sublease.

(b) The Sublessor agrees to give the Investor, at the address to be provided by the Investor, a written copy of all notices and demands that the Sublessor gives to the Sublessee.

(c) The Sublessor shall not terminate this Sublease if:

(i) At the time of the Event of Default, the Sublessor or Sublessor's member is the Sublessee's general partner or managing member, or an affiliate of the Sublessee's general partner or managing member;

(ii) Within one hundred twenty (120) days after the Investor's receipt of notice, the Investor (A) cures the Event of Default, or (B) if the Event of Default reasonably requires more than one hundred twenty (120) days to cure, commences to cure the Event of Default and diligently prosecutes the same to completion; or

(iii) If the Event of Default cannot be cured by payment or expenditure of money, and the Investor (A) initiates other appropriate proceedings to remove and replace the general partner or managing member as provided in the Sublessee's amended and restated partnership or operating agreement (the "Governing Agreement") within one hundred twenty (120) days after receipt of notice, (B) cures all other Events of Default, (C) complies with all other covenants and conditions of this Sublease capable of compliance, and (D) continues to pay all real property taxes and assessments, and insurance premiums to be paid by the Sublessee under this Sublease, then the Investor shall then have one hundred twenty (120) days following the date on which the Investor or its nominee is able to become the replacement general partner or managing member of the Sublessee, to cure such Event of Default. Notwithstanding anything contained herein to the contrary, if any such Event of Default, by its nature, is such that it cannot practicably be cured within said 120-day period, then the Investor shall have such time as shall be reasonably necessary to cure the Event of Default provided that the Investor commences such cure within said 120-day period and thereafter diligently prosecutes the cure to completion.

(d) The Sublessor agrees to accept performance by the Investor of all cures, conditions and covenants as though performed by the Sublessee, and agrees to permit the Investor access to the Demised Premises to take all such actions as may be necessary or useful to perform the Sublessee's covenants under this Sublease or to cure an Event of Default of the Sublessee.

(e) If the Investor elects any of the above-mentioned options, then upon the Investor's or its nominee's acquisition of the general partner or managing member interest under the Governing Agreement, this Sublease shall continue in full force and effect during the [REDACTED]-year tax credit compliance period, provided that, if the Investor elects the option provided in Section 18(c)(iii) above, then upon the Investor's acquisition of the general partner or managing member interest under the Governing Agreement, the Investor shall cure all prior Events of Default of the Sublessee under this Sublease that are reasonably capable of being cured by an Investor within the time set forth in Section 18(c)(iii) above. If the Investor commences an action as set forth in Section 18(c)(iii), and thereafter the Sublessee cures such Events of Default (which cure the Sublessor shall be obligated to accept) and the Investor then terminates all proceedings under the option in Section 18(c)(iii) above, then this Sublease shall remain in full force and effect between the Sublessor and the Sublessee during the [REDACTED]-year tax credit compliance period.

(f) During the [REDACTED]-year tax credit compliance period the Sublessor and the Sublessee shall not agree between themselves to any material amendment, modification or supplement to this Sublease without the prior written consent of the Investor, which consent will not be unreasonably delayed, conditioned or withheld.

(g) So long as the Investor is prevented by injunction issued by any court or by any statutory stay, or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving the Sublessee, from commencing or prosecuting the replacement of the general partner or managing member pursuant to the terms of the Governing Agreement or other appropriate proceedings in the nature thereof, the Investor shall not be deemed for that reason to have failed to commence such proceedings or to have failed to diligently prosecute such proceedings, provided that the Investor use reasonable efforts to contest and appeal the issuance or continuance of any such process, stay or injunction.

(h) Notwithstanding anything to the contrary set forth elsewhere in this Sublease, the Sublessor and the Sublessee hereby acknowledge and agree that the Investor

shall be deemed a third-party beneficiary of the provisions of this Sublease which specifically grant the Investor rights and/or benefits, including, without limitation, those provisions which entitle the Investor to receive notice and exercise the right to cure. In connection therewith, the Investor may seek any and all remedies available to the Investor in order to enforce such provisions.

19. Miscellaneous. This Sublease shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, legal representatives, successors and permitted assigns. This Sublease is governed by and shall be interpreted in accordance with the laws of the State of Florida. Neither this Sublease nor any provisions hereof or of the Master Lease may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

20. Grant of Quiet Enjoyment. Sublessee, upon paying the Rent and Sublease Rent and performing in accordance with the terms, agreements, and provisions of this Sublease, shall peaceably and quietly have, hold and enjoy the Demised Premises during the term of this Sublease without interruption, disturbance, hindrance or molestation by Sublessor or by anyone claiming by, through or under Sublessor.

21. Recording. At Sublessee's behest, a Memorandum of this Sublease shall be recorded among the Public Records of Miami-Dade County, Florida, at the sole cost of Sublessee.

22. Sublessor's Covenants. Sublessor hereby covenants to and agrees with Sublessee that during the Term of this Sublease, Sublessor will not (a) amend, modify, cancel or terminate the Master Lease, or exercise any rights of the Sublessor thereunder in any way which materially diminishes the rights or increases the responsibilities of Sublessee, without the prior written consent of Sublessee, which consent may be withheld by Sublessee in Sublessee's sole and absolute discretion, or (b) take any action or omit to take any action which would cause a default in the Master Lease by Sublessor unless such default is caused by the default of the Sublessee hereunder.

23. Cooperation. Sublessor shall, from time to time, upon request from Sublessee, execute and deliver or cause to be made, executed and delivered to Sublessee, such further assurances and other documents as may be necessary or desirable in order to effectuate and/or complete the purposes and intents of this Sublease.

(SIGNATURES APPEAR ON FOLLOWING PAGES)

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Sublease on the date stated at the beginning of this Sublease

SUBLESEE:

TRUE NORTE WYNWOOD, LTD.,
a Florida limited partnership

By: True Norte JV GP, LLC, a Florida limited liability company, its general partner

By: TRG True Norte Member, LLC, a Florida limited liability company, its authorized member

By: _____
Andre Blakely
Executive Vice President

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____
Corporate Secretary/Notary Public

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization. He or She is personally known to me or has produced the following type of identification: _____

Print or Stamp of Notary Public / Expiration Date / Notary Public Seal:

SUBLESSOR:

DE HOSTOS TRUE NORTE HOLDINGS, LLC,
a Florida limited liability company

By: De Hostos True Norte Holdings Member, LLC, a Florida limited liability company, its sole member and manager

By: TRG True Norte Member, LLC, a Florida limited liability company, its manager

By: _____
Andre Blakely
Executive Vice President

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____
Corporate Secretary/Notary Public

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization. He or She is personally known to me or has produced the following type of identification: _____

Print or Stamp of Notary Public / Expiration Date / Notary Public Seal:

[TO INCLUDE ACKNOWLEDGMENT FROM COUNTY APPROVING SUBLEASE]

EXHIBIT "A" TO SUBLEASE

ENTIRE LEASED PROPERTY - LEGAL DESCRIPTION

EXHIBIT "B" TO SUBLEASE

DEMISED PREMISES – LEGAL DESCRIPTION

CONSENT BY LANDLORD

The undersigned Landlord and fee owner, **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, through its Community Action and Human Services Department ("Landlord"), under that certain Ground Lease ("Master Lease") between **DE HOSTOS TRUE NORTE HOLDINGS, LLC**, a Florida limited liability company (hereinafter called the "Sublessor") and **TRUE NORTE WYNWOOD, LTD.**, a Florida limited partnership (hereinafter called the "Sublessee"), upon the express understanding that:

1. Nothing contained in the Sublease shall be taken or construed to in any way modify, alter, waive or affect any of the terms, covenants, or conditions contained in the Master Lease with Tenant; and
2. There shall be no further assignment of the Master Lease, except in accordance with the terms and conditions of the Master Lease.

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

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Clerk of the Court and Comptroller

Approved as to form
and legal sufficiency

Terrence A. Smith
Assistant County Attorney

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (“Sublease”) dated effective as of the _____ day _____ of _____, _____ (the “Effective Date”), is made by and between **DE HOSTOS TRUE NORTE HOLDINGS, LLC**, a Florida limited liability company (hereinafter called the “Sublessor”) and **[TO BE FORMED ENTITY]**, a Florida limited liability company (hereinafter called the “Sublessee”).

WHEREAS, the Sublessor is in rightful possession of certain real property located in Miami-Dade County, Florida, as more particularly described on Exhibit “A” attached hereto and incorporated herein by reference (the “Leased Property”) pursuant to that certain Ground Lease dated as of _____, _____ (as may be amended, the “Master Lease”), by and between Miami-Dade County, a political subdivision of the State of Florida, through its Community Action and Human Services Department, as Landlord therein (the “Landlord”) and Sublessor, as tenant therein; and

WHEREAS, Sublessor and Sublessee acknowledge that a true and correct copy of the Master Lease thereof has been provided by Sublessor and accepted by Sublessee, and the parties agree that the provisions of said Master Lease are incorporated herein by reference; and

WHEREAS, the Sublessor wishes to sublease to the Sublessee the portion of the Leased Property which is as more particularly described on Exhibit “B” attached hereto and incorporated herein by reference (the “Demised Premises”), on the same terms and conditions as set forth in the Master Lease, except as modified hereby:

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals; Defined Terms. The above Recitals are true and correct and are hereby incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Master Lease.

2. Sublease. The Sublessor hereby subleases to the Sublessee, and the Sublessee hereby leases from Sublessor, the Demised Premises.

3. Term. The term of this Sublease shall be co-terminus with the Master Lease, commencing on the date hereof and ending on the date which is fifty (50) years from the Commencement Date, subject to the two (2) additional twenty (20) year renewal option periods described in the Master Lease. The obligation to pay Rent shall begin on the date on which the Sublessee closes on the construction financing for its contemplated development (the “Commencement Date”). In any event, the term of this Sublease shall expire upon the expiration of the term of the Master Lease. Anything to the contrary herein notwithstanding, Sublessor may terminate this Sublease by written notice to Sublessee given at any time after _____, _____, if by such date Sublessee has not received financing sufficient, in Sublessee’s discretion, to construct the contemplated development on the Demised Premises.

4. Rent. [SUBJECT TO UPDATE BASED ON FINANCING STRUCTURE AND LENDER/INVESTOR REQUIREMENTS.] Sublessee hereby agrees to pay to Sublessor as Rent, under this Sublease, a one-time capitalized lease payment, to be paid upon the Commencement Date, in the amount of \$ _____ (the “Capitalized Payment”), which amount is calculated

by multiplying the number of units (i.e., [REDACTED]) times \$ [REDACTED]. If greater or fewer than sixty-six (66) units are constructed at the Demised Premises, the Capitalized Payment shall be adjusted on a unit-for-unit basis; provided, however, that to the extent Rent is paid directly by Sublessee to Landlord, the Sublessee's obligations to pay Rent under this Section 4 shall be satisfied. As and when the Rent is due and payable under the Master Lease, Sublessee shall pay such Rent directly to Landlord, which shall satisfy the obligations of Sublessee to otherwise have paid the Rent to Sublessor. It is the intention of this Sublease that the Sublessee shall be liable for the payment with respect to the units to be developed at the Demised Premises of all Rent and impositions becoming due and payable under the Master Lease by Sublessor to Landlord, during the term of this Sublease. To that end, Sublessee shall make all payments of Rent and impositions directly to Landlord. Provided, however, that there shall be no obligation on the part of Sublessee (or any successor of Sublessee) for the payment of any such Rent or other impositions which shall become due and payable with respect to any portion of the Demised Premises transferred subsequent to the termination of Sublessee's possession of any portion of the Demised Premises, or transfer of Sublessee's rights, under the terms of this Sublease and the termination or expiration of this Sublease.

5. Relationship to Master Lease. This agreement is a sublease and is subject to all the provisions in the Master Lease. Neither Sublessor nor Sublessee shall commit or permit to be committed any act or omission that will violate any provisions of the Master Lease with respect to the Demised Premises. Except with regard to rights of sublessees and the rights or obligations of Landlord, as set forth in the Master Lease, if the Master Lease terminates with respect to the Demised Premises, this Sublease shall terminate, and the parties shall be relieved from all liabilities and obligations under this Sublease, except with respect to any obligations which specifically survive the termination or expiration of this Sublease. This Sublease is made expressly subject to the terms, covenants and conditions of the Master Lease, and Sublessee expressly assumes any and all of the obligations of Sublessor under the Master Lease with respect to the Demised Premises, and agrees to be subject to all conditions and restrictions to which Sublessor is subject including, but not limited to, the obligation for the development, use and operation of every part of the Demised Premises. Any act required to be performed by Sublessor pursuant to the terms of the Master Lease in respect of the Demised Premises shall be performed by Sublessee and the performance of such act by Sublessee shall be deemed to be performed by Sublessor and shall be accepted by Landlord as Sublessor's act, provided such act is otherwise performed in accordance with the terms of the Master Lease. Nothing herein contained shall be construed to modify, waive, impair or otherwise affect any of the covenants, agreements, terms, provisions or conditions in the Master Lease (except as herein expressly provided), and all covenants, agreements, terms, provisions and conditions of the Master Lease are hereby mutually declared to be in full force and effect. It is the express intention of the parties of this Sublease that the Master Lease is incorporated into this Sublease and Sublessee, and not Sublessor, shall be responsible for all provisions of the Master Lease in respect of the Demised Premises as if they were fully set forth in this Sublease.

6. Rights of Sublessee. Sublessee (and all succeeding and successor transferees) shall succeed to all rights and obligations of Sublessor under the Master Lease with respect to the Demised Premises, including but not limited to the right to mortgage, encumber and otherwise assign and further sublease the Demised Premises, subject, however, to all duties and obligations of Sublessor as set forth in the Master Lease, and subject to the terms hereof.

7. Further Sublet. Subject to the Master Lease, the Sublessee may further sublet the Demised Premises or any part thereof to residential and/or retail tenants under unrecorded leases, with rights as tenants only, without the prior written consent of Sublessor.

8. Public Liability Insurance. The Sublessee agrees to maintain the insurance in respect of the Demised Premises in the types and amounts described in the Master Lease and shall name Sublessor as an additional insured under all such policies. Coverages required by this section shall be evidenced by certificates of insurance from insurance companies reasonably acceptable to Sublessor showing the requisite liability limits and shall specify that Sublessee's insurance policies shall not be modified, altered, canceled or allowed to expire or lapse without thirty (30) days' prior notice to Sublessor. Sublessor is to be held harmless, from and against any and all liability, losses, and damages suffered or incurred by Sublessor by reasons directly (a) arising out of or (b) caused by Sublessee, in connection with Sublessee's occupancy of the Demised Premises, excepting loss and/or injury caused by the acts, negligence or omissions of the Sublessor, its servants, agents or representatives.

9. Sublessor's Representations and Warranties. Sublessor hereby represents and warrants to Sublessee that, as of the date hereof:

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

(b) Sublessor will deliver possession of the Demised Premises to Sublessee, and, at all times, keep the Demised Premises free and clear of any and all liens, mortgages, encumbrances, tenancies and occupancies of every nature whatsoever.

(c) Sublessor is the current lessee under the Master Lease.

(d) Sublessor has not made, caused or incurred, or allowed any other to make, cause or incur, any assignment, sale, sublease, disposition or transfer or any right, title, and/or interest in, to, and under the Master Lease of the Demised Premises (other than that which may have been made to Sublessee), or any claim, demand, obligation, liability, action or cause of action in any way pertaining to the Master Lease or the Demised Premises.

(e) There are no existing mortgages, encumbrances or liens on Sublessor's leasehold interest and Sublessor will not hereafter subordinate to or mortgage or encumber its leasehold interest.

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

11. Events of Default of Sublessee. The occurrence of any of the following shall be an "Event of Default" of Sublessee hereunder:

(a) Default is made in the due and punctual payment of the Rent payable to Sublessor under this Sublease when and as the same shall become due and payable and such default shall continue for a period of ninety (90) days after written notice thereof from Sublessor to Sublessee.

(b) Default is made by Sublessee in keeping, observing or performing any of the terms contained in this Sublease, excepting the obligation to pay the Rent, and such default shall continue for a period of ninety (90) days after written notice thereof from Sublessor to Sublessee setting forth with reasonable specificity the nature of the alleged breach; or in the case of such default or contingency which cannot with due diligence and in good faith be cured within ninety (90) days, Sublessee fails within said ninety (90) day period to proceed promptly and with due diligence and in good faith to pursue curing said default.

(c) Any default in the obligations of Sublessor under the Master Lease relating to the Demised Premises, other than (i) an obligation which can only be performed by Sublessor thereunder or (ii) a default which is caused by Sublessor.

12. Failure to Cure Default by Sublessee. If an Event of Default of Sublessee shall occur, Sublessor, at any time after the periods set forth in Section 11 (a) or (b) and provided Sublessee has failed to cure such Event of Default within such applicable period, or in the case of such default or contingency which cannot with due diligence and in good faith be cured within ninety (90) days, Sublessee fails within said ninety (90) day period to proceed promptly and with due diligence and in good faith to pursue curing said default, shall have the following rights and remedies, which are cumulative:

(a) In addition to any and all other remedies, in law or in equity, or as set forth in this Sublease, that Sublessor may have against Sublessee, Sublessor shall be entitled to sue Sublessee for all damages, costs and expenses arising from Sublessee's committing an Event of Default hereunder and to recover all such damages, costs and expenses, including reasonable attorneys' fees at both trial and appellate levels.

(b) To restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default of Sublessee and to obtain a decree specifically compelling performance of any such term or provision of this Sublease without notice to Sublessor or the necessity of posting a bond.

13. Events of Default of Sublessor. It shall be an Event of Default of Sublessor, if default shall be made by Sublessor in keeping, observing or performing any of the duties imposed upon Sublessor pursuant to the terms of this Sublease, and such default shall continue for a period of ninety (90) days after written notice thereof from Sublessee to Sublessor setting forth with reasonable specificity the nature of the alleged breach; or, in the case of any such default or contingency which cannot, with due diligence and in good faith, be cured within ninety (90) days, Sublessor fails within said ninety (90) day period to proceed promptly after such notice and with due diligence and in good faith to cure said Event of Default.

If an Event of Default of Sublessor shall occur, Sublessee, at any time after the period set forth in this Section 13, shall have the following rights and remedies which are cumulative:

(a) To restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default of Sublessor and to obtain a decree specifically compelling performance of any such term or provision of this Sublease without notice to Sublessor or the necessity of posting a bond.

(b) In the event that the Sublessor's default is of a nature which makes performance of this Sublease impossible, Sublessee may terminate any and all obligations that Sublessee may have under this Sublease, in which event Sublessee shall be released and relieved from any and all liability under this Sublease and shall surrender possession of the Demised Premises to Sublessor.

14. Power of Attorney-Sublessor. (a) Subject to Sublessor's prior approval of any instrument or document described in this Section, which approval shall not be unreasonably withheld, Sublessor hereby irrevocably constitutes Sublessee its true and lawful attorney in fact in its name, place and stead to make, execute, swear to, acknowledge, deliver and file:

(i) Any instrument which may be required to be filed by the Sublessor under the terms of the Master Lease, or which Sublessee deems advisable to file under the terms of the Master Lease;

(ii) Any documents which may be required or appropriate to amend the terms of the Master Lease, to effect the continuation of the Master Lease, or the termination of the Master Lease; or

(iii) Any document necessary or proper to carry out the intent of the Sublessor's powers and/or duties.

(b) The above power of attorney:

(i) Is a special power of attorney coupled with an interest, is irrevocable, and will survive the dissolution of the Sublessor or any other event; and

(ii) May be exercised by the Sublessee on behalf of Sublessor by an actual or facsimile signature of a duly authorized representative of the Sublessee.

(c) Upon the request of Sublessee, the Sublessor shall from time to time execute a separate power of attorney that may be necessary or proper to permit the above-listed powers to be exercised, and any document which the Sublessee would be authorized to execute by virtue of any such powers.

15. Discharge of Liens. Sublessor is not authorized to contract for or on behalf of itself or Sublessee for work or the furnishing of materials to the Demised Premises. Sublessor shall discharge of record by payment, bond or otherwise, within five (5) days subsequent to the date of its receipt of notice thereof from Sublessee, any mechanic's, laborer's or similar lien filed against the Demised Premises for work or materials claimed to have been furnished at the instance of Sublessor. If Sublessor shall fail to cause such lien or claim of lien to be so discharged or bonded within such period, in addition to any other right or remedy it may have, Sublessee may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by procuring the discharge of such lien or claim by deposit in court or bonding, and in any such event, Sublessee shall be entitled, if Sublessee so elects, to compel the prosecution of any action for the foreclosure of such lien or claim by claimant and to pay the amount of the judgment, if any, in favor of the claimant, with interest, costs and allowances. Sublessee shall be entitled to offset any sum or sums so paid by Sublessee, and all costs and expenses incurred by Sublessee, including, but not limited to, attorneys' fees in processing such discharge or in defending any such action against any Rent due under this Sublease.

16. Notices. Each notice required or permitted to be given hereunder or pursuant to the Master Lease must comply with the requirements of Article 23 of the Master Lease. The addresses for the parties hereto are as follows:

Sublessor: De Hostos True Norte Holdings, LLC
c/o TRG Community Development, LLC
777 West Putnam Avenue
Greenwich, CT 06830

Attn: President

With a copy to: Nelson Mullins Riley & Scarborough LLP
390 N. Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Heather Toft, Esq.

Sublessee: [To Be Formed Entity]
c/o TRG Community Development, LLC
777 West Putnam Avenue
Greenwich, CT 06830
Attn: President

With copies to: Neighborhood Housing Services of South Florida, Inc.
300 NW 12th Avenue
Miami, FL 33128
Attn: Executive Director

South Florida Community Land Trust, Inc.
718 NE 2nd Avenue
Ft. Lauderdale, FL 33304
Attn: Amanda Bartle, Executive Director

17. Subleasehold Mortgage.

(a) Without limiting any of the provisions of the Master Lease as to the mortgaging of the Sublessee's subleasehold estate in the Demised Premises, it is agreed that, without Sublessor's prior written consent, Sublessee shall have the right from time to time during the Term to mortgage, collaterally assign, or otherwise encumber in favor of one or more lenders the Sublessee's leasehold estate and interest ("Leasehold Interest") under one or more leasehold mortgages ("Leasehold Mortgages"), the Sublessee's personalty located on the Demised Premises, its subleases and issues, rents and profits therefrom, as security for such Leasehold Mortgages.

(b) In the event of any default by Sublessee under the Sublease or any Leasehold Mortgage, Sublessor will allow Permitted Leasehold Mortgagee (as hereinafter defined) to enforce its lien and security interest in Sublessee's personal property located at the Demised Premises including assembling and removing all of Sublessee's personal property located on the Premises. Sublessor hereby waives any landlord's lien it might hold, statutory, constitutional, contractual or otherwise, in any personal property owned or leased by Sublessee and now or hereafter located on the Demised Premises. If so requested by Sublessee, Sublessor shall execute a waiver of any right, title or interest or right to seize any of Sublessee's personal property on the Demised Premises that may be subject to a lien or security interest in favor of Permitted Leasehold Mortgagee or a seller of Sublessee's personal property or creditor holding a security interest in such personal property.

(c) (i) if the Sublessee shall mortgage its Leasehold Interest, and if the holder of such Leasehold Mortgage (each a "Permitted Leasehold Mortgagee") shall provide the Sublessor with notice of such Leasehold Mortgage together with a true copy of such Leasehold Mortgage and the name and address of the mortgagee, the Sublessor and the Sublessee agree that, following receipt of such notice by the

Sublessor, the provisions of this Section 17 shall apply with respect to such Leasehold Mortgage.

(ii) Sublessor agrees that no notice given to Sublessee subsequent to the date Sublessee's leasehold interest in the Land is encumbered by a Leasehold Mortgage is valid unless simultaneously given to the Permitted Leasehold Mortgagee at the address provided by it.

(iii) In the event of any assignment of a Leasehold Mortgage or in the event of change of address of a Permitted Leasehold Mortgagee or of an assignee of such Leasehold Mortgage, notice of the new name and address shall be provided to the Sublessor.

(iv) After the Sublessor has received the notice provided for by subsection (c)(i) above, the Sublessee, upon being requested to do so by the Sublessor, shall with reasonable promptness provide the Sublessor with copies of the note or other obligation secured by such Leasehold Mortgage and of any other documents pertinent to the Leasehold Mortgage and of each amendment or other modification or supplement to such instruments.

(d) Until such time as the Leasehold Mortgages are paid in full, the Sublessor shall not consent to any termination, material amendment, modification or supplement to this Sublease unless consented to in writing by the Permitted Leasehold Mortgagees which consent will not be unreasonably delayed, conditioned or withheld.

(e) In the event there is a conflict between the terms of this Sublease and those of a Leasehold Mortgage (including, but not limited to, the provisions of this Sublease and those of a Leasehold Mortgage pertaining to the disposition of insurance proceeds or condemnation awards), the terms of the Leasehold Mortgage shall govern.

(f) Permitted Leasehold Mortgagee may, at its option, at any time before this Sublease has been terminated as provided herein, and before the expiration of the time periods specified in Section 17(g) below, pay any of the Rent or other sums due under this Sublease, or effect any insurance, or pay any taxes or assessments, or make any repairs and improvement, or do any act or thing which may be necessary and proper to be done in the observance of the covenants and conditions of this Sublease or to prevent the termination of this Sublease. Permitted Leasehold Mortgagee also shall be afforded the right, but not the obligation, to perform any other term, covenant, or condition of this Sublease to be performed by Sublessee, as well as to remedy any default by Sublessee hereunder, and Sublessor shall accept such performance by any Permitted Leasehold Mortgagee with the same force and effect as if furnished by Sublessee, provided, however, that Permitted Leasehold Mortgagee shall not thereby or hereby be subrogated to the rights of Sublessor. Additionally, Sublessee may delegate irrevocably to Permitted Leasehold Mortgagee the authority to exercise any or all of Sublessee's rights hereunder, including, but not limited to, the right of Permitted Leasehold Mortgagee to participate (in conjunction with or to the exclusion of Sublessee) in any proceeding, arbitration, or settlement involving condemnation or eminent domain affecting Sublessee's leasehold interest in the Demised Premises, but no such delegation shall be binding upon Sublessor unless and until either Sublessee or Permitted Leasehold Mortgagee in question shall give to Sublessor a true copy of a written instrument effecting such delegation, in form required for recording. Any provision of this Sublease that gives Permitted Leasehold Mortgagee the privilege of exercising a particular right of Sublessee hereunder on condition that Sublessee shall have failed to exercise such right shall not be deemed to diminish any privilege that Permitted Leasehold Mortgagee may have, by

virtue of a delegation of authority from Sublessee, to exercise such right without regard to whether or not Sublessee shall have failed to exercise such right.

(g) Sublessor shall give Permitted Leasehold Mortgagee notice in writing of any defaults by Sublessee under this Sublease, and Permitted Leasehold Mortgagee shall have sixty (60) days after receipt of such written notice from Sublessor to cure such default which is reasonably susceptible of cure. Further, as to any non-monetary default, Permitted Leasehold Mortgagee shall have one hundred eighty (180) days after receipt of such written notice from Sublessor, and a reasonable time after the expiration of said one hundred eighty (180) days if it shall have commenced foreclosure or other appropriate proceeding in the nature thereof within said one hundred eighty (180) day period and is diligently prosecuting the same, within which to endeavor to cure such default; and notwithstanding any other provision of this Sublease, all rights (if any) of Sublessor to terminate this Sublease upon the default by Sublessee are and shall continue to be at all times while Sublessee is indebted to Permitted Leasehold Mortgagee, subject to and conditioned upon Sublessor's first having given Permitted Leasehold Mortgagee written notice of such default and Permitted Leasehold Mortgagee's failure to cure such default within the time and upon the conditions stated above after receiving such written notice of default. Notwithstanding anything contained herein to the contrary, any right of Sublessor to terminate this Sublease shall be postponed indefinitely if the default which gives rise to such termination right is of such a nature that the same is not susceptible of being cured by Permitted Leasehold Mortgagee and Permitted Leasehold Mortgagee shall institute foreclosure proceedings and diligently prosecute the same to completion, subject to any stay in any proceedings involving the insolvency of Sublessee or other proceeding or injunction (unless, in the meantime, Permitted Leasehold Mortgagee shall acquire Sublessee's estate hereunder, either in its own name or through a nominee, by assignment in lieu of foreclosure).

(h) A Permitted Leasehold Mortgagee may become the holder of the Sublessee's leasehold estate and succeed to the Sublessee's interest in this Sublease by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Sublease in lieu of foreclosure, and any purchaser at a foreclosure proceeding undertaken in regard to a Leasehold Mortgage may become the holder of the Sublessee's leasehold estate and succeed to the Sublessee's interest in this Sublease by such foreclosure proceedings. A Permitted Leasehold Mortgagee may exercise any rights and remedies available to it under its Leasehold Mortgage without consent or approval of Sublessor.

(i) In case of the termination of this Sublease by reason of the happening of any Event of Default or of bankruptcy or insolvency of the Sublessee, Sublessor shall provide written notice of such termination to Permitted Leasehold Mortgagee and shall include in the notice a statement of all sums which would be due under this Sublease at the time of termination and all other defaults of Sublessee existing at such time. Sublessor will enter into a new sublease for the Demised Premises with the Permitted Leasehold Mortgagee, for the remainder of the term, effective as of the date of such termination, at the same Rent and subject to the same covenants and agreements, terms, provisions and limitations herein contained, provided that:

(i) The Sublessor receives the Permitted Leasehold Mortgagee's written request for such new sublease within sixty (60) days from the date that notice of such termination is received by Permitted Mortgagee and all amounts then due and owing to the Sublessor under this Sublease shall be paid coterminous with the entry into the new sublease together with any and all costs and expenses, including reasonable counsel fees, court costs and disbursements made by the Sublessor in connection with any such default and termination as well as in connection with the execution and delivery of the new sublease, less the net income collected by the Sublessor from the Demised Premises subsequent to the date of termination of this Sublease and prior to the execution and

delivery of the new lease, any excess of such net income over the aforesaid sums and expenses to be applied in payment of the Rent thereafter becoming due under the new sublease; and

(ii) Upon the execution and delivery of the new sublease at the time payment is made in (i) above, all subleases which thereafter may have been assigned and transferred to the Sublessor shall thereupon be assigned and transferred without recourse by the Sublessor to the Permitted Leasehold Mortgagee, as the new Sublessee.

(j) (i) For the purposes of this Section 17, the making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Sublease or of the Leasehold Interest hereby created, nor shall any Permitted Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Sublease or of the Leasehold Interest hereby created so as to require such Permitted Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of the Sublessee to be performed hereunder; however, the purchaser at any sale of this Sublease and of the Leasehold Interest hereby created under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage shall be deemed to be an assignee or transferee within the meaning of this Section 17, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the Sublessee to be performed hereunder from and after the date of such purchase and assignment, but only for so long as such purchaser or assignee is the owner of the Leasehold Interest. If the Permitted Leasehold Mortgagee or its designee shall become holder of the Leasehold Interest and if the improvements on the Demised Premises shall have been or become materially damaged on, before or after the date of such purchase and assignment, the Permitted Leasehold Mortgagee or its designee shall be obligated to repair, replace or reconstruct the improvements only to the extent of the net insurance proceeds received by the Permitted Leasehold Mortgagee or its designee by reason of such damage. However, should such net insurance proceeds be insufficient to repair, replace or reconstruct the Project or other improvements, and should the Permitted Leasehold Mortgagee or its designee choose not to fully reconstruct the improvements, such failure shall constitute an event of default under this Sublease.

(ii) Any Permitted Leasehold Mortgagee or other acquirer of the Leasehold Interest of the Sublessee pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings may, upon acquiring the Sublessee's Leasehold Interest, without further consent of the Sublessor, sell and assign the Leasehold Interest on such terms and to such persons and organizations as are acceptable to such Permitted Leasehold Mortgagee or acquirer and thereafter be relieved of all obligations under this Sublease; provided the Sublessor has approved such assignee, which approval shall not be unreasonably withheld, and such assignee has delivered to the Sublessor its written agreement to be bound by all of the provisions of this Sublease.

(iii) Notwithstanding any other provisions of this Sublease to the contrary, any sale of this Sublease and of the Leasehold Interest hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignment or transfer of this Sublease and of the Leasehold Interest hereby created in lieu of the foreclosure of any Leasehold Mortgage, shall be deemed to be a permitted sale, transfer or assignment of this Sublease and of the Leasehold Interest hereby created.

(k) The Sublessor shall give each Permitted Leasehold Mortgagee prompt notice of any legal proceedings between the Sublessor and the Sublessee involving obligations under this Sublease. Each Permitted Leasehold Mortgagee shall have the right to intervene in any

such proceedings and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. In the event that any Permitted Leasehold Mortgagee shall not elect to intervene or become a party to any such proceedings, the Sublessor shall give the Permitted Leasehold Mortgagee notice of, and a copy of any award or decision made in any such proceedings, which shall be binding on the Permitted Leasehold Mortgagee.

(l) Intentionally Omitted.

(m) The Sublessor shall, without charge, at any time and from time to time hereafter, but not more frequently than twice in any one-year period (or more frequently if such request is made in connection with any sale or mortgaging of Sublessee's Leasehold Interest or permitted subletting by the Sublessee), within ten (10) days after written request from the Sublessee or Permitted Leasehold Mortgagee to do so, certify by written instrument duly executed and acknowledged to any Permitted Leasehold Mortgagee or purchaser, or proposed leasehold mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (i) as to whether this Sublease has been supplemented or amended and if so, the substance and manner of such supplement or amendment; (ii) as to the validity and force and effect of this Sublease, in accordance with its tenor; (iii) as to the existence of any default hereunder; (iv) as to the existence of any known offsets, counterclaims or defenses hereto on the part of the Sublessee; (v) as to the commencement and expiration dates of the term of this Sublease; and (vi) as to any other matters as may be reasonably so requested. Any such certificate may be relied upon by the Sublessee and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the Sublessor.

(n) Notices from the Sublessor to the Permitted Leasehold Mortgagee shall be mailed to the address furnished to the Sublessor, and those from the Permitted Leasehold Mortgagees to the Sublessor shall be mailed to the address designated pursuant to the provisions of Section 17(c)(i). Such notices, demands and requests shall be given in the manner described in Section 16 and shall in all respects be governed by the provisions of that section.

(o) In case of the termination of this Sublease by reason of the happening of any Event of Default or of bankruptcy or insolvency of the Sublessee, the Sublessor shall give prompt notice thereof to each Permitted Leasehold Mortgagee who has made the request referred to in Section 17(c).

18. Investor. The following shall apply with respect to the Sublessee's or Sublessor affiliate's Investor (the "Investor"), as applicable:

(a) The Sublessor agrees to accept payment or performance by the Investor as though the Sublessee had done the same, and the Investor shall be given all of the same cure rights as a Permitted Leasehold Mortgagee under this Sublease.

(b) The Sublessor agrees to give the Investor, at the address to be provided by the Investor, a written copy of all notices and demands that the Sublessor gives to the Sublessee.

(c) The Sublessor shall not terminate this Sublease if:

(i) At the time of the Event of Default, the Sublessor or Sublessor's member is the Sublessee's general partner or managing member, or an affiliate of the Sublessee's general partner or managing member;

(ii) Within one hundred twenty (120) days after the Investor's receipt of notice, the Investor (A) cures the Event of Default, or (B) if the Event of Default reasonably requires more than one hundred twenty (120) days to cure, commences to cure the Event of Default and diligently prosecutes the same to completion; or

(iii) If the Event of Default cannot be cured by payment or expenditure of money, and the Investor (A) initiates other appropriate proceedings to remove and replace the general partner or managing member as provided in the Sublessee's amended and restated partnership or operating agreement (the "Governing Agreement") within one hundred twenty (120) days after receipt of notice, (B) cures all other Events of Default, (C) complies with all other covenants and conditions of this Sublease capable of compliance, and (D) continues to pay all real property taxes and assessments, and insurance premiums to be paid by the Sublessee under this Sublease, then the Investor shall then have one hundred twenty (120) days following the date on which the Investor or its nominee is able to become the replacement general partner or managing member of the Sublessee, to cure such Event of Default. Notwithstanding anything contained herein to the contrary, if any such Event of Default, by its nature, is such that it cannot practicably be cured within said 120-day period, then the Investor shall have such time as shall be reasonably necessary to cure the Event of Default provided that the Investor commences such cure within said 120-day period and thereafter diligently prosecutes the cure to completion.

(d) The Sublessor agrees to accept performance by the Investor of all cures, conditions and covenants as though performed by the Sublessee, and agrees to permit the Investor access to the Demised Premises to take all such actions as may be necessary or useful to perform the Sublessee's covenants under this Sublease or to cure an Event of Default of the Sublessee.

(e) If the Investor elects any of the above-mentioned options, then upon the Investor's or its nominee's acquisition of the general partner or managing member interest under the Governing Agreement, this Sublease shall continue in full force and effect during the [REDACTED]-year tax credit compliance period, provided that, if the Investor elects the option provided in Section 18(c)(iii) above, then upon the Investor's acquisition of the general partner or managing member interest under the Governing Agreement, the Investor shall cure all prior Events of Default of the Sublessee under this Sublease that are reasonably capable of being cured by an Investor within the time set forth in Section 18(c)(iii) above. If the Investor commences an action as set forth in Section 18(c)(iii), and thereafter the Sublessee cures such Events of Default (which cure the Sublessor shall be obligated to accept) and the Investor then terminates all proceedings under the option in Section 18(c)(iii) above, then this Sublease shall remain in full force and effect between the Sublessor and the Sublessee during the [REDACTED]-year tax credit compliance period.

(f) During the [REDACTED]-year tax credit compliance period the Sublessor and the Sublessee shall not agree between themselves to any material amendment, modification or supplement to this Sublease without the prior written consent of the Investor, which consent will not be unreasonably delayed, conditioned or withheld.

(g) So long as the Investor is prevented by injunction issued by any court or by any statutory stay, or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving the Sublessee, from commencing or prosecuting the replacement of the general partner or managing member pursuant to the terms of the Governing Agreement or other appropriate proceedings in the nature thereof, the Investor shall not be deemed for that reason to have failed to commence such proceedings or to have failed to

diligently prosecute such proceedings, provided that the Investor use reasonable efforts to contest and appeal the issuance or continuance of any such process, stay or injunction.

(h) Notwithstanding anything to the contrary set forth elsewhere in this Sublease, the Sublessor and the Sublessee hereby acknowledge and agree that the Investor shall be deemed a third-party beneficiary of the provisions of this Sublease which specifically grant the Investor rights and/or benefits, including, without limitation, those provisions which entitle the Investor to receive notice and exercise the right to cure. In connection therewith, the Investor may seek any and all remedies available to the Investor in order to enforce such provisions.

19. Miscellaneous. This Sublease shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, legal representatives, successors and permitted assigns. This Sublease is governed by and shall be interpreted in accordance with the laws of the State of Florida. Neither this Sublease nor any provisions hereof or of the Master Lease may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

20. Grant of Quiet Enjoyment. Sublessee, upon paying the Rent and Sublease Rent and performing in accordance with the terms, agreements, and provisions of this Sublease, shall peaceably and quietly have, hold and enjoy the Demised Premises during the term of this Sublease without interruption, disturbance, hindrance or molestation by Sublessor or by anyone claiming by, through or under Sublessor.

21. Recording. At Sublessee's behest, a Memorandum of this Sublease shall be recorded among the Public Records of Miami-Dade County, Florida, at the sole cost of Sublessee.

22. Sublessor's Covenants. Sublessor hereby covenants to and agrees with Sublessee that during the Term of this Sublease, Sublessor will not (a) amend, modify, cancel or terminate the Master Lease, or exercise any rights of the Sublessor thereunder in any way which materially diminishes the rights or increases the responsibilities of Sublessee, without the prior written consent of Sublessee, which consent may be withheld by Sublessee in Sublessee's sole and absolute discretion, or (b) take any action or omit to take any action which would cause a default in the Master Lease by Sublessor unless such default is caused by the default of the Sublessee hereunder.

23. Cooperation. Sublessor shall, from time to time, upon request from Sublessee, execute and deliver or cause to be made, executed and delivered to Sublessee, such further assurances and other documents as may be necessary or desirable in order to effectuate and/or complete the purposes and intents of this Sublease.

(SIGNATURES APPEAR ON FOLLOWING PAGES)

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Sublease on the date stated at the beginning of this Sublease

SUBLESEE:

[Insert Signature Block for To-Be-Formed Entity]

SUBLESSOR:

DE HOSTOS TRUE NORTE HOLDINGS, LLC,
a Florida limited liability company

By: De Hostos True Norte Holdings Member,
LLC, a Florida limited liability company, its
sole member and manager

By: TRG True Norte Member, LLC, a
Florida limited liability company, its
manager

By: _____
Andre Blakely
Executive Vice President

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____
Corporate Secretary/Notary Public

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____
Corporate Secretary/Notary Public

THE FOREGOING INSTRUMENT was
acknowledged before me by means of ☐ physical
presence or ☐ online notarization. He or She is
personally known to me or has produced the
following type of identification: _____

Print or Stamp of Notary Public / Expiration Date
/ Notary Public Seal:

THE FOREGOING INSTRUMENT was
acknowledged before me by means of ☐ physical
presence or ☐ online notarization. He or She is
personally known to me or has produced the
following type of identification: _____

Print or Stamp of Notary Public / Expiration Date
/ Notary Public Seal:

[TO INCLUDE ACKNOWLEDGMENT FROM COUNTY APPROVING SUBLEASE]

EXHIBIT "A" TO SUBLEASE

ENTIRE LEASED PROPERTY - LEGAL DESCRIPTION

EXHIBIT “B” TO SUBLEASE

DEMISED PREMISES – LEGAL DESCRIPTION

CONSENT BY LANDLORD

The undersigned Landlord and fee owner, **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, through its Community Action and Human Services Department ("Landlord"), under that certain Ground Lease ("Master Lease") between **DE HOSTOS TRUE NORTE HOLDINGS, LLC**, a Florida limited liability company (hereinafter called the "Sublessor") and **[TO BE FORMED ENTITY]**, a Florida limited liability company (hereinafter called the "Sublessee"), upon the express understanding that:

1. Nothing contained in the Sublease shall be taken or construed to in any way modify, alter, waive or affect any of the terms, covenants, or conditions contained in the Master Lease with Tenant; and
2. There shall be no further assignment of the Master Lease, except in accordance with the terms and conditions of the Master Lease.

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

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Clerk of the Court and Comptroller

Approved as to form
and legal sufficiency

Terrence A. Smith
Assistant County Attorney