

EXHIBIT 2



SEVEN ON SEVENTH

FORT LAUDERDALE CRA

APPLICATION FOR INFRASTRUCTURE/ROW FUNDING
JUNE 27, 2022



GREEN MILLS
BUILDING COMMUNIT ES



TAB 1

APPLICATION FOR CRA FUNDING ASSISTANCE
-SUPPLEMENT SHEET

CITY OF FORT LAUDERDALE
Community Redevelopment Agency



APPLICATION FOR CRA FUNDING ASSISTANCE

Name of Principal Owner in Charge Frances Esposito		Tel. No. (954) 779-3990		E-Mail Address FEsposito@bphi.org	
Primary Contact for this CRA Request Oscar Sol		Tel. No. 305 898 2188		E-Mail Address osol@greenmillsgroup.com	
Name of Business Broward Partnership for the Homeless		Tax I.D. No. 65-0777033		Company Website https://www.bphi.org	
Business Address 920 NW 7th Ave		Tel. No.		Fax No.	
City Fort Lauderdale		State FL		Zip Code 33311	
Commencement Date to Begin Project: <small>July 2021</small>		JOB INFORMATION			
Completion Date for Project: December 2022					
Check Appropriate Description <input checked="" type="checkbox"/> Existing Business <input type="checkbox"/> New Business		Project Type <input checked="" type="checkbox"/> Expansion <input type="checkbox"/> Relocation		Facility Description Existing Space _____ sq. ft. New Space _____ sq. ft.	
NAICS Code / Industry Type Homeless Shelter		Date of Incorporation		State where the business was incorporated Florida	
Proposed Project Location/City Fort Lauderdale		Proposed Address 900 NW 7th Avenue, Fort Lauderdale, FL 33311			
Property Control Number(s) 4942 34 05 9750		Property Owner Broward Partnership for the Homeless, Inc.			
Owner Tel. No. (include Area Code) 954 779 3990		Is there a lien on the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No No			
Bank(s) Where Business Accounts for Projects Are Held					
1. Fifth Third Bank					
2.					
Name of Participating Bank/Lender Fifth Third Bank (as short term construction lender)					
Amount \$ 7,780,000		Contact Person Suzanne Wood		Tel. No. (include Area Code) 847 658 1097	
Name of Other Financial Source Broward Partnership for the Homeless					
Amount \$ 1,000,000		Contact Person Frances Esposito		Tel. No. (include Area Code) 954 779 3990	
Name of Other Financial Source Florida Housing Finance Corporation - SAIL & ELI Funding					
Amount \$ 5,410,800		Contact Person Shannon Seletos		Tel. No. (include Area Code) 866 725 9744	
Name of Other Financial Source Raymond James - Equity					
Amount \$ 20,675,932.20		Contact Person Jonathan Pierre		Tel. No. (include Area Code) 727 567 7020	
Project Purpose and Economic Impact Seven on Seventh will provide 72 apartments to residents of Broward County. Fifty percent of our units will be set aside for formerly homeless individuals. Seven on Seventh represents a unique opportunity to develop under-utilized land within the City's CRA into a state-of-the-art affordable/supportive housing community. This development will create an est. INSERT NUMBER HERE new full-time jobs while providing much needed new affordable housing and helping to expand The Broward Partnership for the Homeless mission to provide Broward's homeless with a safe and respectable place to call home.					

NOTE 1: If the project receives funds via another City, County, Federal or State program which also requires job creation/retention, the jobs created/retained for those programs must be in addition to the jobs required under this program.

NOTE 2: If project includes the purchase of equipment using CRA funds, then there must not be another UCC filing for the equipment.

Management: Owners, partners, officers, all holders of outstanding stock --- 100% of ownership must be shown (use separate sheet if necessary).

Name	Complete Address	% Owned	From	To
Please see Tab 7, page 122 for a complete organizational chart with % ownership.				
Name	Complete Address	% Owned	From	To
Name	Complete Address	% Owned	From	To
Name	Complete Address	% Owned	From	To

PROJECT/ACTIVITY COST SUMMARY	
1. Please state the overall project cost:	\$ 28,146,654
2. Please state the overall project costs related to the CRA's assisted activity?	\$ 285,000
3. Please indicate the sources and uses of funds for the project on the following table.	

Project Source(s) of Funding (Permanent)	Amount	Rate	Term
Bank Loan (specify) FHFC SAIL/ELI	\$5,410,800	7% (SAIL) 4.75% (ELI)	30 yr.
City funds			
CRA funds	\$285,000	0	17-30 yr.
Company's current cash assets			
Owner equity (specify) Deferred Developer Fee	\$1,057,922		
Other (specify) BPHI Loan	\$1,000,000	1%	30 yr.
Other (specify) Raymond James Equity	\$20,675,932		
Other (specify)			
Total Sources			
Select the Use(s) of Funds and the Amount Need for Each	Sources of Funds (Yes or No)	Amount	
Land Acquisition	Please see S&U for detailed breakdown		
Real Property Acquisition	Please see S&U for detailed breakdown		
Utility and road infrastructure improvements	CRA	\$285,000	
New construction of commercial and industrial buildings	Please see S&U for detailed breakdown		
Rehabilitation of commercial and industrial buildings	Please see S&U for detailed breakdown		
Purchase and installation of equipment and fixtures	Please see S&U for detailed breakdown		
Other (specify)	Please see S&U for detailed breakdown		
Other (specify)	Please see S&U for detailed breakdown		
Other (specify)	Please see S&U for detailed breakdown		
Total Uses	Please see S&U for detailed breakdown		

NOTE 3: Other "uses" include Architectural/Engineering Fees, Application Fees, Permit Fees Impact Fees

BUSINESS INDEBTEDNESS: Furnish the following information on all outstanding installment debts, code and other liens, notes and mortgages payable that relate to this project. The present balances should agree with the latest balance sheet submitted (*use a separate sheet if necessary*).

To Whom Payable	Original Amount	Original Date	Present Balance	Rate of Interest	Maturity Date	Monthly Payment
Name: Fifth Third Bank (Temporary Construction Loan)	\$ 7,780,000	June 2021	\$ 578,224.50	% <input type="text"/>	June 2023	\$ Interest only
Name: FHFC SAIL	\$ 5,040,000	June 2021	\$ 200,000	% <input type="text"/>	June 2051	\$ 0
Name: FHFC ELI	\$ 370,800	June 2021	\$ 0	% <input type="text"/>	June 2051	\$ 0
Name: BPHI	\$ 1,000,000	June 2021	\$ 1,000,000	% <input type="text"/>	June 2051	\$ 0
Name:	\$		\$	% <input type="text"/>		\$

THE FOLLOWING ITEMS MUST BE COMPLETED AND SUBMITTED WITH YOUR APPLICATION

1. A business plan which describes the company mission, market analysis, applicant capacity, economic analysis and project feasibility, a brief history and description of the company (*including the founding of the company*), overview of operations, product information, customer base, method and areas of distribution, primary competitors and suppliers within the County.
2. A list of general and limited partners, officers, directors and shareholders of the company. Please provide a resume for all the principals and key management.
3. Corporate income tax returns for the last three years (*personal returns may also be requested*).
4. Two separate lists that detail the existing jobs on your payroll and the new jobs to be created (*within the list please provide the job title of each position, a brief description of each position, annual salary for existing and new positions and the industry average salary for those positions*).
5. If machinery and equipment are being purchased with CRA funds, provide a list of all the items to be purchased, with quotes on vendor's letterhead. Include a statement from the manufacturer, attesting to the economic life of the equipment. N/A
6. If business is a franchise, include a copy of the franchise agreement; N/A
7. Bank Commitment Letter detailing the conditions of the loan approval.
8. Copy of IRS determination letter as a non-profit organization (*required for all non-profit organizations only*).
9. Signed copy of resolution or minutes from the meeting of the governing body authorizing submission of the application (*required for all non-profit organizations only*).
10. Articles of Incorporation or Division of Corporations information identifying authorized signatories
11. Copy of the Property Deed (*if the applicant is the owner*)
12. Copy of By-Laws (*required for all non-profit organizations only*).
13. Please sign and submit *Statement of Personal History and Credit Check Release* (as attached).
14. If project involves construction, please provide a minimum of two (2) detailed cost estimates prepared by Architect/Engineer and/or General Contractor, preliminary plans and specifications, Architectural Illustration and photos of existing conditions.
15. Attach a street map showing the location of the proposed project, Property Folio number and Legal Description.
16. Preliminary Project Schedule.

The following items are also needed, if your funding request is \$500,000 or more
(*not applicable for Commercial Façade, Streetscape Enhancement and Property and Business Improvement Incentive requests*)

17. CPA audited corporate financial statements for the last three years (*Profit and Loss Statement and a Balance Sheet*).
18. If the most recent business return and/or financial statement is more sixty (60) days old, please submit a current Interim Financial Statement.
19. Three year financial pro formas which include operating statements, balance sheets, funding sources, and use details.
20. Ten year revenue and expense projection for the project
21. Copy of sales/purchase agreement when purchasing land or a building (*or an executed lease if applicable*).
22. Provide details regarding any credit issues, bankruptcies and lawsuits by any principal, owning 20% or more of the business.
23. The names of all affiliates and/or subsidiary companies, and their previous three (3) years financial statements and Interim Financial Statements if the financial statements are more than sixty (60) days old.
24. Letter from the Department of Sustainable Development (DSD) approving the proposed project with zoning and land use designations, and Plan Development Review number and comments.
25. Identification and qualifications of project development team (*i.e., attorney, engineer, architect, general contractor, etc.*).

- 26. Current Broward County Assessed Value, new capital investment dollars and total estimated new assessment when completed and placed into service.
- 27. Existing Leases, Lease commitments and tenant makeup (if applicable).
- 28. Copy of Environmental Report showing there are no Environmental issues (if applicable).
- 29. Copy of Appraisal Report (if applicable).

THE FOLLOWING ITEMS ARE REQUIRED AFTER CRA BOARD APPROVAL AND PRIOR TO EXECUTION OF AN AGREEMENT AND RELEASE OF FUNDS

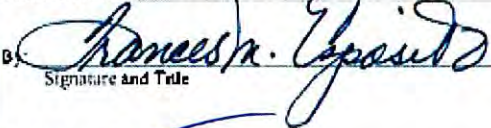
- 30. Evidence that all funds are in-place to fully fund the project.
- 31. A copy of the City approved project plans, contract with General Contractor and permits (Prior to Release of Funds)
- 32. Scope of work and all project costs
- 33. Copies of Insurance Certificates (Builders Risk/All Risk Policy, Commercial General Liability, Workers Compensation with the City of Fort Lauderdale and the Fort Lauderdale CRA listed as Additional Insured.


APPLICANTS CERTIFICATION

By my signature, I certify that I have read and understand the application, criteria, loan fees and program requirements. I further certify that all the information I (we) supplied is correct and accurate. All of the owners of the company/organization (regardless of ownership percentage) are aware of this loan and are in full agreement with the business securing financing for this project. My (our) signature(s) represent my (our) agreement to comply with City of Fort Lauderdale Community Redevelopment Agency, as it relates to this CRA funding request

Each Proprietor, General Partner, Limited Partner and Business Owner, owning 20% or more must sign below. For all Non-Profit Organizations, all guarantors must be approved by City of Fort Lauderdale Community Redevelopment Agency.

Business Name: **Broward Partnership for the Homeless, Inc.**

By:  Date: 7/15/2022
 Signature and Title Date

Guarantors:  Manager of the Manager of GM Seven on Seventh GP, LLC 07/19/2022
 Signature and Title Date

Signature and Title Date

Signature and Title Date

Signature and Title Date

Signature and Title Date

Signature and Title Date

Central City Area Community Redevelopment Agency

PERSONAL HISTORY STATEMENT

PLEASE READ CAREFULLY - PRINT OR TYPE

Each Proprietor (if a Sole Proprietorship), General Partner (if Partnership), Limited Partner (if Partnership), Officer, Director and Business Owner (owning 20% or more of the business), must complete a Personal History Statement. For all Non-Profit Organizations, all guarantors must complete this form and be approved as guarantors by the City of Fort Lauderdale Community Redevelopment Agency.

Applicant/Business Name: <u>Broward Partnership for the Homeless, Inc.</u>	Participating Bank/Lender: <u>Fifth Third Bank, N.A.</u>
City: <u>Fort Lauderdale</u> State: <u>FL</u> Zip: <u>33311</u>	City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60018</u>

Personal Statement of (if you do not have a middle name, put NMN):

First Name: Mitchell Middle: _____ Last: Rosenstein
 Social Security No.: _____ Date of Birth: 09/10/1970 Place of Birth: _____

Present Address: <u>3323 W. Commercial Blvd.</u> City: <u>Fort Lauderdale</u> State: <u>FL</u> Zip: <u>33309</u> From: <u>2021</u> To: <u>Current</u>	Previous Address: <u>100 SE 3rd Avenue, Floor 10</u> <i>(needed if in present address less than 5 years)</i> City: <u>Fort Lauderdale</u> State: <u>FL</u> Zip: <u>33394</u> From: <u>2016</u> To: <u>2021</u>
Loan Requested from CRA: \$ <u>285,000</u> Loan Request from Bank(s): \$ <u>N/A</u> Percentage of Company Ownership: _____ %	Are you a U.S. Citizen: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If NO, are you a Lawful Permanent Resident Alien: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Alien Registration Number: _____

IT IS IMPORTANT THAT THE NEXT THREE (3) QUESTIONS BE ANSWERED COMPLETELY. AN ARREST OR CONVICTION RECORD WILL NOT NECESSARILY DISQUALIFY YOU. HOWEVER, AN UNTRUTHFUL ANSWER WILL CAUSE YOUR APPLICATION TO BE DENIED.

IF YOU ANSWER "YES" TO ANY OF THE QUESTIONS BELOW, PLEASE FURNISH DETAILS ON A SEPARATE SHEET. INCLUDE DATES, LOCATION, FINES, SENTENCES, WHETHER MISDEMEANOR OR FELONY, DATES OF PAROLE/PROBATION, UNPAID FINES OR PENALTIES, NAME(S) UNDER WHICH CHARGED, AND ANY OTHER PERTINENT INFORMATION.

1. Are you presently under indictment, on parole or probation? YES NO
(If YES, indicate the date parole or probation is to expire)
2. Have you ever been charged with and/or arrested for any criminal offense other than a minor motor vehicle violation? Include offenses which have been dismissed, discharged, or not prosecuted. YES NO
3. Have you ever been convicted, placed on pretrial diversion, or placed on any form of probation, including adjudication withheld pending probation, for any criminal offense other than a minor vehicle violation? YES NO

I hereby authorize the City of Fort Lauderdale to request criminal record information about me from the criminal justice agencies for the purpose of determining my eligibility.

Signature:	Title: <u>Mgr of Mgr of Guarantor</u>	Date: <u>July 19, 2022</u>
------------	---------------------------------------	----------------------------

***ORIGINAL SIGNATURES REQUIRED**

**Central City Area
Community Redevelopment Agency**

CREDIT CHECK RELEASE FORM

I authorize the City of Fort Lauderdale Community Redevelopment Agency to obtain such information (*from any source necessary*), as the City/CRA may require concerning statements made in the application for the CRA funding (*including but not limited to, obtaining a copy of my credit report, current loan status reports and financial information from the Participating Bank/Lender*).

PLEASE NOTE: Each Proprietor (if a Sole Proprietorship), General Partner (if Partnership), Limited Partner (if Partnership), Officer, Director and Business Owner (owning 20% or more of the business), must complete this Credit Check Release Form. For all Non-Profit Organizations, all guarantors must complete this form and be approved as guarantors by the City of Fort Lauderdale Community Redevelopment Agency.

First Name: Mitchell Middle: _____ Last: Rosenstein

Social Security No.: _____ Date of Birth: _____

Driver's License (State and Number): _____

Home/Cellular Phone No.: _____ Office No.: (305) 898 2194

Current Home Address (*PO Boxes not accepted*): 3323 W. Commercial Blvd. Suite E220

City: Fort Lauderdale State: FL Zip Code: 33309

Employer: Green Mills Group (and affiliated entities)

Employer Address: 3323 W. Commercial Blvd., Suite E220

City: Fort Lauderdale State: FL Zip Code: 33309

Company Phone No.: 954-507-6222 Other No.: _____

Signature: 

July 19, 2022

Date: _____

***ORIGINAL SIGNATURES REQUIRED**

Central City Area Community Redevelopment Agency

APPLICATION REQUEST SUPPLEMENTAL INFORMATION

CRA Incentive Programs

Please select the incentive(s) you are applying for and insert the amount of funding assistance you are seeking:

<input type="checkbox"/> COMMERCIAL FAÇADE IMPROVEMENT PROGRAM	\$ _____
<input type="checkbox"/> PROPERTY AND BUSINESS IMPROVEMENT PROGRAM	\$ _____
<input checked="" type="checkbox"/> STREETScape ENHANCEMENT PROGRAM	\$ 285,000
<input type="checkbox"/> DEVELOPMENT INCENTIVE PROGRAM	\$ _____
<input type="checkbox"/> PROPERTY TAX REIMBURSEMENT PROGRAM	\$ _____

Please provide a supplement sheet responding to the following numbered questions:

1. Please describe your project.
2. What is the address, folio number and legal description of the property.
3. What is the existing and proposed use of the property? Please note that certain uses are not eligible for CRA assistance. This includes convenience stores, pawn shops, check cashing stores, tattoo parlors, massage parlors, liquor stores and other uses as may be determined by the CRA that are inconsistent with the CRA Community Redevelopment Plan. Please note that there will be restrictive covenants placed on the property for minimum of 5 years restricting use of the property to only those uses for which CRA funding was provided.
4. Are the proposed improvements to the property being made on behalf of a proposed tenant for the property. If so, please provide a copy of the lease agreement.
5. What is the zoning of the property?
6. Are you the property owner? Please provide a copy of the deed of the property. You must be the owner of the property to apply.
7. Is your project new construction or is it renovation?
8. What is the total capital investment of your project and what is your hard construction and soft cost? (While property acquisition cost is not an eligible CRA expense, it may be included in your total capital investment)
9. What is the current Broward County Assessed Value of the property?
10. Is there a mortgage on the property? Please provide OR Book and Page. Please note that CRA funding is in the form of a 0% interest forgivable loan, forgiven after 5 year of project completion secured by a first

mortgage or subordinate mortgage on the property. Projects receiving over \$225,000 in CRA assistance will be secured by a forgivable loan forgiven after 7 years to 10 years depending on the level of CRA funding. Other forms of security in lieu of a forgivable mortgage will be considered on a case by case basis.

11. Are there any other liens or pending liens on the property? Please provide OR Book and Page.
12. Are there any code violations on the property? Identify.
13. Is the property listed "For Sale." Please note that properties listed for sale may not apply for CRA program funding.
14. How many new permanent jobs will be created by the project? Please describe the jobs to be created and projected salaries.
15. What is the estimated construction commencement date of the project? Please note that no work is to commence on the project unless a Program Agreement is approved and fully executed between the CRA and the property owner and that work must commence within 90 days of CRA funding approval.
16. What is the estimated completion date of the project? Please note that all approved projects must be completed within a maximum of three (3) years.
17. Please provide proof of your matching funds (i.e. bank statement, line of credit, etc.) and identify other proposed forms of financing for your project.
18. Do you have general liability and fire and casualty insurance on the property? You will be required to demonstrate proof of insurance and may include bonding requirements as required by the City/CRA prior to commencement of work. The cost of insurance may be included as part of your total project cost funded by the program.
19. Have you previously received funding from the CRA? Explain.

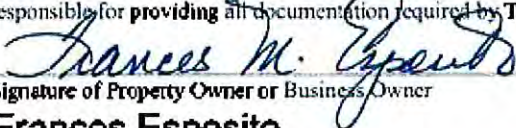
If you are applying for funding from the Commercial Façade Improvement Program, Property & Business Improvement Program and/or Streetscape Enhancement Program, please also complete the following:

20. Do you have a detailed scope of work? If so, please include for CRA review and approval.
21. Do you have completed architectural drawings for the scope of work to be performed? Please include along with architectural illustration(s) of the proposed work, material specifications, color selections, etc. Please note that architectural cost may be included as part of your total project cost.
22. Have your project plans been submitted for City Development Review and/or permitting and if so what are the status of the plans and the plan review number? All work must be permitted and approved by the Building Official.
23. Do you have detailed, written contractor cost estimates? If so, please provide.
24. Have you selected a contractor from the attached City/CRA Approved Contractor List? Please note if your contractor is not on the City/CRA approved list, it may be possible to have your contractor become an approved CRA Contractor. He/She will need to complete the attached Contractor Application for consideration.
25. If you are applying for the Façade Program or Property and Business investment Program, and if you are not using a City /CRA Approved Contractor, you must secure two detailed licensed and insured contractor cost estimates and CRA funding is limited to 60% of the lowest cost estimate not to exceed \$50,000 which can only be funded on a reimbursement basis, rather than a direct payment to the contractor. In addition, all

projects over \$50,000 may be assigned a CRA Construction Review Specialist who will determine the scope of work to be funded and will secure contractor pricing for the project, manage funding request and provide general project oversight.

26. For Streetscape Enhancement Program projects, see additional requirements for projects in excess of \$300,000 as required by Florida Statute 255.20.

Frances Esposito attest that the information is correct to the best of my knowledge. I further understand that the CRA program benefits are contingent upon funding availability and CRA approval and are not to be construed as an entitlement or right of a property owner/applicant. I further understand that I am responsible for providing all documentation required by The CRA.


Signature of Property Owner or Business Owner

Frances Esposito
Print Name

PROJECT OVERVIEW & BUSINESS PLAN

APPLICANT CAPACITY

OUR TEAM HAS THE CAPACITY AND WHEREWITHAL TO DEVELOP, FINANCE, AND MANAGE SEVEN ON SEVENTH.

Our team has the capacity and wherewithal to develop, finance, and manage Seven on Seventh.

Green Mills has developed similar properties throughout the State, and recently completed and leased Silver Creek, another mixed-use affordable housing community in Miami-Dade County. Silver Creek has 90 units, on-site amenities, and ground-floor retail.

The Broward Partnersip has has operated on-site for some time, and is providing site control of their parking lot to the Seven on Seventh partnership. A copy of the deed has been provided as evidence of site control, along with the long term ground lease negotiated between Seven on seventh and BPHI.

Confidential returns have been provided via hard copy within our CRA application, further evidencing financial wherewithal. Green Mills Holdings - as the member/manager of the partnership's managing General Partner entity - exceeds banking guarantee requirements and monetary covenants by maintaining at least \$1,000,000 of liquidity and \$5,000,000 of net worth.

Green Mills and its principals, and BPHI, have never defaulted on an obligation, been disbarred, barred or banned from working with local governments or receiving public subsidies. Green Mills has closed and built every affordable housing partnership that's been allocated tax credits by FHFC.

Enclosed as attachments are firm profiles for both Green Mills and Broward Partnership for the Homeless

Supplemental Information

1. Please describe your project.

'Seven on Seventh' is a new construction, mixed-use development currently under construction. The development will include a 72-unit residential tower, building amenities, new case worker offices, and parking facilities for the community and the nonprofit partner/landlord, Broward Partnership for the Homeless, Inc. This will be an affordable housing community wherein 50% of the units will be reserved for formerly homeless individuals, many of whom may be clients of Broward Partnership for the Homeless. Our goal is to build a beautiful, safe, and thriving community within Fort Lauderdale that helps address a dire affordable housing shortage in Broward County.

2. What is the address, folio number and legal description of the property.

900 NW 7th Avenue Fort Lauderdale, FL 33311 FOLIO: 494234059750

PROGRESSO 2-18 D LOTS 19-23; LOTS 26-30 LESS W 15 THEREOF; LOT 24 LESS S 5; LOT 25 LESS S 5 AND W 15; S 15 OF LOT 18; S 15 OF LOT 31 LESS W 15; 7.5 FT PLAT RESERV FOR ALLEY ALG REAR OF SAID LOTS; LESS POR OF RIGHT OF WAY IN OR 28819/1096 ALL OF BLOCK 204

3. What is the existing and proposed use of the property?

The site is being constructed on the existing parking lot of BPHI's central Huizenga campus on Seventh Avenue, just south of Sunrise Blvd. The construction of the residential tower, its amenities, and structured parking garage is currently underway (about 45% complete). The parking structure will provide parking for both BPHI and Seven on Seventh.

4. Are the proposed improvements to the property being made on behalf of a proposed tenant for the property. If so, please provide a copy of the lease agreement.

The development team, Green Mills Group and Broward Partnership for the Homeless, Inc., are co-developing and jointly own Seven on Seventh (with the explicit intention that Broward Partnership for the Homeless will own the land and development outright some time after completion). An executed ground lease (pg. 127) between BPHI and Seven on Seventh, Ltd. provides the development (a limited partnership) the rights to build the improvements (Seven on Seventh) on top of the land. As a co-owner of Seven on Seventh and pursuant to its provision of land it currently owns, Broward Partnership will be able to use parking spaces for staff and clients, and will play a pivotal role in assistance for the 36 units specially allocated for formerly homeless residents.

5. What is the zoning of the property?

The zoning of the property is NWRAC-MUe.

6. Are you the property owner? Please provide a copy of the deed of the property. You must be the owner of the property to apply.

Broward Partnership for the Homeless, Inc. is the landowner, and for tax purposes will need to be the recipient of the CRA's forgivable loan. Broward Partnership is also a partner in the development and ownership structure of Seven on Seventh. BPHI owns the parcel and has leased it, via a long-term ground lease, to the Seven on Seventh legal partnership in exchange for the construction of parking spaces within the development. A copy of the deed is located on pg. 124

7. Is your project new construction or is it renovation?

New Construction.

8. What is the total capital investment of your project and what is your hard construction and soft cost? (While property acquisition cost is not an eligible CRA expense, it may be included in your total capital investment)

Total Construction: \$28,146,657

Hard Cost: \$18,020,248

Soft Cost: \$10,126,409

Please note: these numbers are from the August 2021 closing S&U (provided within the CRA's package as an exhibit. Currently, and as a result of materials shortages and the construction cost climate, there are approximately \$1M of pending change orders though the development budget only includes a hard cost contingency of approx. \$845,000. Simply said, the construction is over budget, as seems to be the case for most developments right now.

9. What is the current Broward County Assessed Value of the property?

The current assessed value for the Seven on Seventh site is \$585,530.

10. Is there a mortgage on the property? Please provide OR Book and Page. Please note that CRA funding is in the form of a 0% interest forgivable loan, forgiven after 5 year of project completion secured by a first mortgage or subordinate mortgage on the property. Projects receiving over \$225,000 in CRA assistance will be secured by a forgivable loan forgiven after 7 years to 10 years depending on the level of CRA funding. Other forms of security in lieu of a forgivable mortgage will be considered on a case by case basis.

The property holds the following mortgages:

- Fifth Third Bank: \$7,800,000 (Instr# 117408051)
 - This is the temporary construction loan, which has a 30 month term, and which will be paid off after construction and operating "stabilization"
- Broward Partnership for the Homeless: \$1,000,000 (Instr# 117408062)
 - BPHI loaned the partnership \$1,000,000 to help balance the S&U
- Florida Housing Finance Corporation SAIL: \$5,040,000 (Instr# 117408054)

- This is Florida Housing’s SAIL loan, which has a term of 27 years and carries a very low, “soft” interest rate
- It is expected that the SAIL loan will move into senior mortgage/lien position once the Fifth Third Bank temporary construction loan is paid off (at “stabilization”)
- Florida Housing Finance Corporation ELI: \$370,800 (Instr# 117408057)
 - This is Florida Housing’s ELI loan, which is forgivable and also has a long term

11. Are there any other liens or pending liens on the property? Please provide OR Book and Page.

None besides the aforementioned recorded mortgages.

12. Are there any code violations on the property? Identify.

None.

13. Is the property listed “For Sale.” Please note that properties listed for sale may not apply for CRA program funding.

No.

14. How many new permanent jobs will be created by the project? Please describe the jobs to be created and projected salaries.

There will be a minimum of three permanent jobs created by the project: a community manager, maintenance supervisor, and part-time groundskeeper/porter will be needed for Seven on Seventh. The projected salary for our community manager is approximately \$42,000 base plus benefits. The Maintenance supervisor will have a salary starting at \$18/hour and the part time grounds keeper will start at \$13/hour, plus benefits.

Tangentially, BPHI may hire or staff an additional service worker to provide social services and support to Seven on Seventh’s formerly homeless residents.

15. What is the estimated construction commencement date of the project?

The project commenced utility relocation efforts in June 2021, a notice of commencement for the General Contractor was provided in July 2021, and the General Contractor formally commenced construction around August 2021 (after the FPL pole was relocated).

16. What is the estimated completion date of the project?

December 2022

17. Please provide proof of your matching funds (i.e. bank statement, line of credit, etc.) and identify other proposed forms of financing for your project.

Loan Closing documents for Seven on Seventh are located under separate confidential cover on Tab #6.

18. Do you have general liability and fire and casualty insurance on the property?

Yes. The property has builders risk, general liability and umbrella insurance.

19. Have you previously received funding from the CRA? Explain.

The applicant has not previously received funding from the CRA.

20. Do you have a detailed scope of work? If so, please include for CRA review and approval.

Please see TAB 8 of our package for a detailed breakdown of scope of work/related expenses.

21. Do you have completed architectural drawings for the scope of work to be performed? Please include along with architectural illustration(s) of the proposed work, material specifications, color selections, etc. Please note that architectural cost may be included as part of your total project cost.

Architectural plans, contract, approved building plans, and exterior renderings are provided in TAB 8 of our submittal along with a detailed backup of ROW/Infrastructure improvement costs and finishes.

22. Have your project plans been submitted for City Development Review and/or permitting and if so what are the status of the plans and the plan review number? All work must be permitted and approved by the Building Official.

Yes, our plans have been submitted and approved. Our permit was issued on 6/29/2021 (permit #BLD-PBA-2106002).

23. Do you have detailed, written contractor cost estimates? If so, please provide.

JWR Construction is the contractor on Seven on Seventh. Their executed contract and cost estimates are located in TAB 8 of our proposal.

24. Have you selected a contractor from the attached City/CRA Approved Contractor List? Please note if your contractor is not on the City/CRA approved list, it may be possible to have your contractor become an approved CRA Contractor. He/She will need to complete the attached Contractor Application for consideration.

No – JWR Construction is currently completing Seven on Seventh.

25. If you are applying for the Facade Program or Property and Business investment Program, and if you are not using a City /CRA Approved Contractor, you must secure two detailed

licensed and insured contractor cost estimates and CRA funding is limited to 60% of the lowest cost estimate not to exceed \$50,000 which can only be funded on a reimbursement basis, rather than a direct payment to the contractor. In addition, all projects over \$50,000 may be assigned a CRA Construction Review Specialist who will determine the scope of work to be funded and will secure contractor pricing for the project, manage funding request and provide general project oversight.

N/A.

26. For Streetscape Enhancement Program projects, see additional requirements for projects in excess of \$300,000 as required by Florida Statute 255.20.

N/A

List of all Jobs to be Created

Job Title	#	Brief Job Description	Annual Average Salary	Industry Average Salary	Experience/Education/Skills Required
Property Manager	1	Management of property, lease oversight	\$42,000	\$40,000-\$45,000	GED/High School
Maintenance Supervisor	1	Maintaining property/unit repairs	\$35,000	\$32,000-\$37,000	GED/High School
Groundskeeper	1	General Maintenance/beautification	\$13,000	\$12,000-\$14,000	GED/High School
Case Worker	2	Work with homeless residents	\$42,000	\$42,000-\$43,000	Masters Degree

***USE ADDITIONAL SHEETS IF NECESSARY**



TAB 2

PROJECT OVERVIEW AND BUSINESS PLAN

- ABOUT THE PROJECT & BRIEF HISTORY
- SUBMARKET INFORMATION / ANALYSIS
- APPLICANT CAPACITY
- ECONOMIC ANALYSIS & PROJECT FEASIBILITY
- PRIMARY COMPETITION / SUPPLIERS

ATTACHMENTS:

- CORPORATE PROFILES
- PROJECT PROFORMA / SOURCES & USES

PROJECT OVERVIEW & BUSINESS PLAN ABOUT THE PROJECT & BRIEF HISTORY

Green Mills Holdings, LLC (and affiliated companies) and Broward Partnership for the Homeless, Inc. a nonprofit organization ("BPHI"), forged a partnership to co-develop and co-own 'Seven on Seventh', a mixed-use, affordable/supportive housing community serving Fort Lauderdale's and Broward's residents.

Seven on Seventh represents the best of local public/private partnerships. Both Green Mills and BPHI are Fort Lauderdale-based companies, and Seven on Seventh, Ltd. is being built on under-utilized land owned by BPHI (formerly their surface parking lot) to develop much-needed affordable housing - here in the City - on the existing BPHI campus.

The Seven on Seventh development will achieve four main goals:

- Development of 72 affordable/supportive housing units, along with community features and amenities
- Develop new parking for BPHI staff, clients and residents of Seven on Seventh
- Hire est. five new employees between both the residential building (management and maintenance staff) and BPHI service expansion
- Develop under-utilized and unattractive properties within the CRA

BUSINESS PLAN - OVERVIEW

In Winter of 2020 our team submitted an application to Florida Housing Finance Corporation ("FHFC") for competitive 9% Low Income Housing Tax Credits ("LIHTC") under a specialized round focused on supportive housing for formerly homeless individuals . Seven on Seventh was successfully awarded, and the subsidies translated into over \$20MM in equity for the development of this community. Seven on Seventh, like many other development under construction, is facing hard cost escalations accross the board. Our goal is to request funds from the CRA to pay for ROW/Infrastructure improvements and therefore help bridge the gap in sources resulting from these cost increases.

PROJECT OVERVIEW & BUSINESS PLAN

BACKGROUND

Over five years ago, Green Mills Group and BPHI began exploring whether and how BPHI's parking lot at NW 7th Avenue, just off Sunrise Blvd., could be redeveloped using tax credits. After many discussions, Green Mills and BPHI came to a partnership agreement which would both develop affordable housing on BPHI's land while incorporating a new parking garage that would be shared by the new tower and the existing BPHI campus, in support of their mission to help homeless individuals in Broward County.

The team worked with County staff to transfer ownership of the parking lot to Broward Partnership. Simultaneously we determined that this lot, while small, could allow for an efficient development while providing an opportunity for our team to help provide much-needed affordable housing in Fort Lauderdale and Broward County, including some units reserved for a formerly homeless population. In 2019, Broward County transferred ownership of the lot to Broward Partnership for the Homeless, Inc. The current deed is provided within this CRA application. Also included within this application is a copy of the Seven on Sevens long term ground lease, evidencing the ability of the partnership to build our development on BPHI land.

The subject property is located in the City of Fort Lauderdale, Broward County. This region has a total population of about 6 million people and a total of 2.3 million households with an average household size of 2.63 people. As of March 2019, the unemployment rate was 3.2%. Broward County has a current vacancy rate of 6.2%.

SUBMARKET INFORMATION /ANALYSIS

Broward County and the City of Fort Lauderdale are in dire need of new, quality affordable housing given the significant affordable housing shortage in the area. Here is an excerpt from the third-party market study performed by Meridian Appraisal Group on Seven on Seventh which speaks to Fort Lauderdale's affordable housing need:

PROJECT OVERVIEW & BUSINESS PLAN

Broward County and the City of Fort Lauderdale are in dire need of affordable housing units for not only the homeless population but for other families needing affordable housing. There is a significant affordable housing shortage in the Broward County area and in the city of Fort Lauderdale. The subject units will supply new housing...

The Primary Market Area (PMA) is where most of the demand will come from. The area determination is based on data gathered in the Small Area Data (SAD) Case Study that can be found on the FHFC website. The study indicated that most affordable projects receive about 2/3 to 3/4 of their tenants from within ten miles. The Competitive Market Area (CMA) is defined as those projects lying in closest proximity to the subject that are competitive with the subject property. In large markets, numerous competitive properties can be found in proximity (within one mile) of the subject. In smaller markets, the CMA may expand beyond the PMA to capture a sufficient numbers of projects. The like-kind, existing, stabilized properties within the subject's Competitive Market Area (CMA), or sub-market, for the purpose of determining a like-kind inventory of competitive units in the Occupancy Analysis, consists of ten properties with a total of 1,615 units.



PROJECT OVERVIEW & BUSINESS PLAN

SUBMARKET INFORMATION / ANALYSIS

The Primary Market Area (PMA) is where most of the demand will come from. The area determination is based on data gathered in the Small Area Data (SAD) Case Study that can be found on the FHFC website. The study indicated that most affordable projects receive about 2/3 to 3/4 of their tenants from within ten miles. The Competitive Market Area (CMA) is defined as those projects lying in closest proximity to the subject that are competitive with the subject property. In large markets, numerous competitive properties can be found in proximity (within one mile) of the subject. In smaller markets, the CMA may expand beyond the PMA to capture a sufficient numbers of projects. The like-kind, existing, stabilized properties within the subject's Competitive Market Area (CMA), or sub-market, for the purpose of determining a like-kind inventory of competitive units in the Occupancy Analysis, consists of ten properties with a total of 1,615 units.



PROJECT OVERVIEW & BUSINESS PLAN ECONOMIC ANALYSIS & PROJECT FEASIBILITY

Seven on Seventh presents an opportunity to leverage CRA/City resources by a significant percentage against Federal and private sources.

Fifth Third Bank has committed a \$7,780,000 Construction Loan. Raymond James Tax Credits Funds has provided tax credit equity in excess of \$20,000,000 and Florida Housing has provided \$5,410,800 in both SAIL and ELI funding.

Broward Partnership, a 51% general partner in the development of Seven on Seventh. has also provided a \$1,000,000 loan to the project. All in all, the CRA/City \$285,000 contribution is currently projected to equal approx. 2% of total development costs. That said, this contribution is a critical component that will help bridge the funding gap given todays price escalations, especially when taking into consideration rising construction costs.



PROJECT OVERVIEW & BUSINESS PLAN

PRIMARY COMPETITORS / SUPPLIERS

There are other affordable housing developers in Florida, however Green Mills Group is the only for-profit housing developer focused solely on affordable/workforce and supportive housing that is based in Greater Fort Lauderdale. Moreover, Broward Partnership for the Homeless, also based in the City, is the County's leader in providing resources for homeless individuals and families throughout Broward.

In this way, there is not another team presenting a similar opportunity to redevelop under-utilized land in the CRA while supporting local businesses and residents.



Green Mills Group is the only for-profit housing developer focused solely on affordable/workforce housing that is based in Fort Lauderdale

SEVEN ON SEVENTH
CONCEPTUAL RENDERINGS



SEVEN ON SEVENTH FEATURES & AMENITIES

Every Green Mills Group community is fully amenitized and receives stringent 'green' energy efficiency certifications. Seven on Seventh will include the following partial list of amenities:

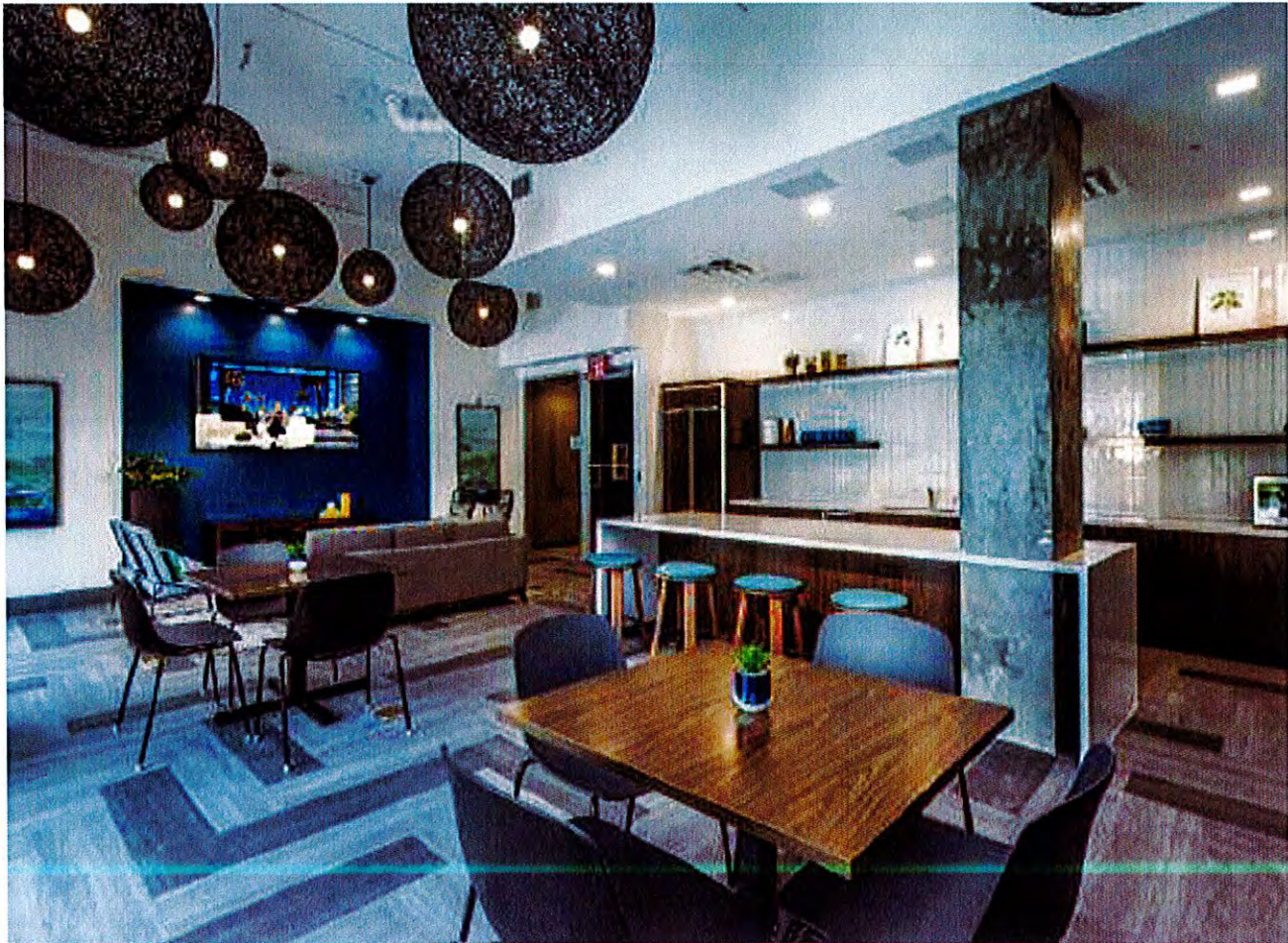
- retail and open promenade spaces
- structured parking for both residents and staff of BPHI
- community room, fitness center, game room, computer lab/business center, terrace and interactive library
- well-appointed residences at truly affordable rents
- SEER rated appliances
- secured key fob access
- professional on-site third-party property management



SEVEN ON SEVENTH
SIMILAR GREEN MILLS COMMUNITIES' AMENITY SPACES

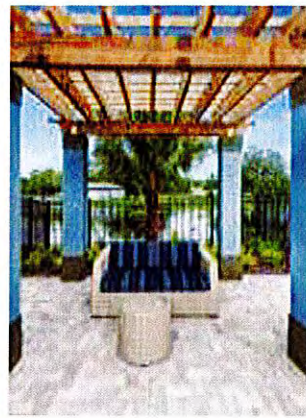


SEVEN ON SEVENTH
SIMILAR GREEN MILLS COMMUNITIES' AMENITY SPACES

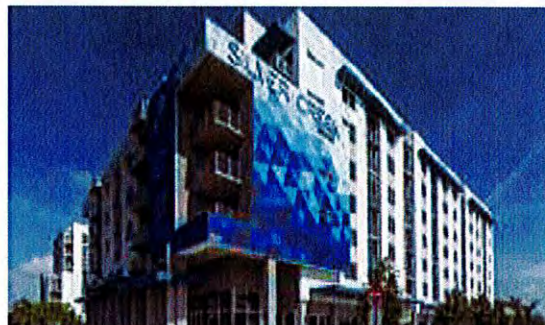


ATTACHMENT

**GREEN MILLS & BROWARD PARTNERSHIP
CORPORATE PROFILES**



GREEN MILLS GROUP



CORPORATE
PROFILE

2022 ³⁴

CAM #22-0803

Exhibit 2

Page 33 of 97

TABLE OF CONTENTS

TABLE OF CONTENTS2

ABOUT GREEN MILLS GROUP.....3

KEY PERSONNEL4

ORGANIZATIONAL CHART.....8

FINANCIAL CAPACITY & EXPERIENCE9

GREEN MILLS GROUP COMMUNITIES10

REFERENCES.....21

REFERENCE LETTERS22

EXPERIENCE CHART24

CONTACT US.....27



ABOUT GREEN MILLS GROUP

Green Mills Group, LLC (and affiliated entities, referred to as "Green Mills") is a real estate developer and owner based in Fort Lauderdale, Florida. The company's expertise is sustainable, multifamily development with an emphasis on affordable, workforce, and permanent supportive housing. The company and its principals have managed the development and financing of 70+ residential communities representing more than 7,000 apartments and \$1 billion in total development costs. To achieve broad, community-driven outcomes, the firm often partners with local governments, for-profit companies, and not-for-profit organizations.

Green Mills maximizes both business and mission-driven returns through diligent financial and market analyses, carefully researching available public and private financing sources while responding to civic objectives. Staff has extensive experience working with various public and private funding sources, including but not limited to Low Income Housing Tax Credits ("LIHTCs"), Historic Tax Credits ("HTCs"), HUD operating subsidies, taxable and tax-exempt municipal bonds, renewable energy subsidies, CDBG, HOME, SURTAX, Housing Authority Capital Funds, and conventional real estate debt and equity.

Since the company's inception, Green Mills has one of the Florida's highest competitive Low-Income Housing Tax Credit application success rates. Once approved for financing, Green Mills has never failed to close a transaction. Moreover, each completed Green Mills property was built on time and on budget, and every community receives stringent 'green' energy efficiency certifications.



KEY PERSONNEL

OSCAR SOL, FOUNDER & PRINCIPAL

Prior to launching Green Mills, Oscar successfully managed acquisitions, development, construction oversight and leasing activities for one of the nation's largest affordable and multifamily housing developers. His resume includes the successful completion and occupancy of more than 40 communities with approximately 5,000 apartment units, valued at more than \$1 billion. He's managed award winning public-private partnerships, mixed-use, mixed-income, transit-oriented developments (TOD), senior housing, garden apartments and public housing redevelopments.

Oscar earned a Bachelor of Arts Degree in Economics and an Environmental Studies certificate from Florida International University, graduating with honors. Oscar lives in Miami, Florida with his wife and three children.

MITCHELL ROSENSTEIN, FOUNDER & PRINCIPAL

Prior to founding Green Mills, Mitch managed the corporate and development finance activities for one of the country's largest affordable and multifamily housing developers, where he was responsible for the negotiation and closing of more than 40 transactions with value exceeding \$1 billion. Mitch successfully closed financing using a wide array of sources, including those both privately sourced and publicly subsidized.

Mitch was previously appointed to the Board of Directors of Neighborhood Lending Partners, a consortium bank focused on workforce housing and in-fill commercial development. He was awarded a fellowship to the New Leaders Council of Broward County. Mitch was also appointed to the Affordable Housing Advisory Committees for both Broward County and City of Fort Lauderdale.

Mitch is actively involved with various nonprofits and trade groups, including Big Brothers Big Sisters of Greater Miami, New Leaders Council, and Ghost Light Society of the Broward Center. Each year he teaches an affordable housing finance "crash course" to University of Miami graduate students.

Mitch graduated with high honors from the University of Florida, earning a Bachelor of Science degree in Finance and a Minors Degree in Economics. Mitch lives in Delray Beach, Florida with his wife, sons, and Old English Sheepdog.

DIANA MANSUR, ASSISTANT VICE PRESIDENT - OPERATIONS

Diana joined Green Mills Group in 2016 to provide development, application, accounting, and administrative support. Diana oversees corporate strategic initiatives, assists with financial analyses, and manages general legal/development correspondence. Diana works closely with principals to design and implement quality control measures which help ensure Green Mills' properties are built on time and on budget.

Diana graduated from Nova Southeastern University with a Bachelor's degree in Sports Science. She lives in Fort Lauderdale, Florida.

SHAUN MOSHEIM, DEVELOPMENT MANAGER

Shaun joined Green Mills Group in 2020 shortly after earning his Master's in Real Estate Development and Urbanism from the University of Miami. As a Development Manager, Shaun is responsible for analyzing new development opportunities and managing active projects from their early subsidy application stages through lease-up and stabilizations.

Before pursuing his career in real estate, Shaun traded commodities across foreign markets for eight years. He holds a Bachelor's of Science in Business Management from Tulane University in New Orleans, where he tries to visit once a year.

ISIDORO BERAJA, ACQUISITIONS ANALYST

Isi joined Green Mills Group in 2021 as an intern and while completing his undergraduate studies at University of Miami. After his graduation, Isi will join Green Mills Group full-time as an Acquisition Analyst, where he'll be responsible for analyzing and underwriting development opportunities throughout the State.

MATT MALCOM, CPA

Matt provides accounting, audit and compliance support to Green Mills Group. Matt is a licensed Certified Public Accountant with over 15 years of experience working with various types of tax credit-financed transactions. Matt's clients include real estate developers (affordable, market rate and commercial), non-profits, state and local governments, and financial institutions.

In December 2010, Matt formed Malcom Accounting Services, LLC to provide accounting and consulting services to clients. With 15 years of public accounting experience working on publicly financed transactions, Matt handles GAAP accounting and reporting function and assists with structuring and controlling functions when needed.

PRISCILLA HOWARD, TECHNICAL & APPLICATION SUPPORT

Mrs. Howard's housing experience spans 24 years, starting with her employment in 1986 by the Department of Community Affairs where she administered the Enterprise Zone and Community Contribution Tax Credit programs. From 1986 – 1999, she served as a manager or administrator for Department of Community Affairs and Florida Housing Finance Corporation where she developed and implementing the SAIL, SHIP, Housing Credit, Single-family and Multifamily Bond, Predevelopment Loan, HOME, Enterprise Zone Incentives, Community Contribution Tax Incentives and Sales Tax Abatement programs.

Since leaving the Florida Housing Finance Corporation, Mrs. Howard has continued to help the State of Florida develop its housing policies. For eight years, Mrs. Howard served as a commissioner representing the general interest of the citizens of Florida on the Affordable Housing Study Commission. The Affordable Housing Study Commission is responsible for working with the Florida Housing Finance Corporation, Department of Community Affairs, Local Governments, and Florida Legislature to help optimize various housing funds and meet the demanding housing needs of Florida's needy citizens.

Mrs. Howard's track record includes 3,000 affordable housing units, helping secure over \$91 million in Housing Credits, \$52 million in Mortgage Revenue Bonds, \$5 million in local government funds, and \$12 million in Housing and Urban Development 202 grants.

Mrs. Howard is active with local civic and charitable associations and currently serves on the Federal Home Loan Bank of Atlanta Affordable Housing Advisory Council. She lives in Gainesville, FL. Along with serving as a local liaison, she will provide strategic insights into funding applications and provide peer review services. GM is currently working with Mrs. Howard on multiple affordable housing opportunities in Florida.

GENE STRICKLAND, SITE PROCUREMENT & GOVERNMENT RELATIONS

Mr. Strickland's professional career began with the City of Lakeland in 1966 where he served as Assistant City Manager and City Manager for 34 years until his retirement in 2000. As City Manager, his responsibilities included the supervision of all City departments including the municipal electric utility department that is the third largest in Florida. During his tenure, Gene was named "Man of the Year" by the Florida Municipal Electric Association. He is an Honorary Member of the Florida City and County Management Association. Mr. Strickland served on the Pension Board for the City's public employees and firefighters.

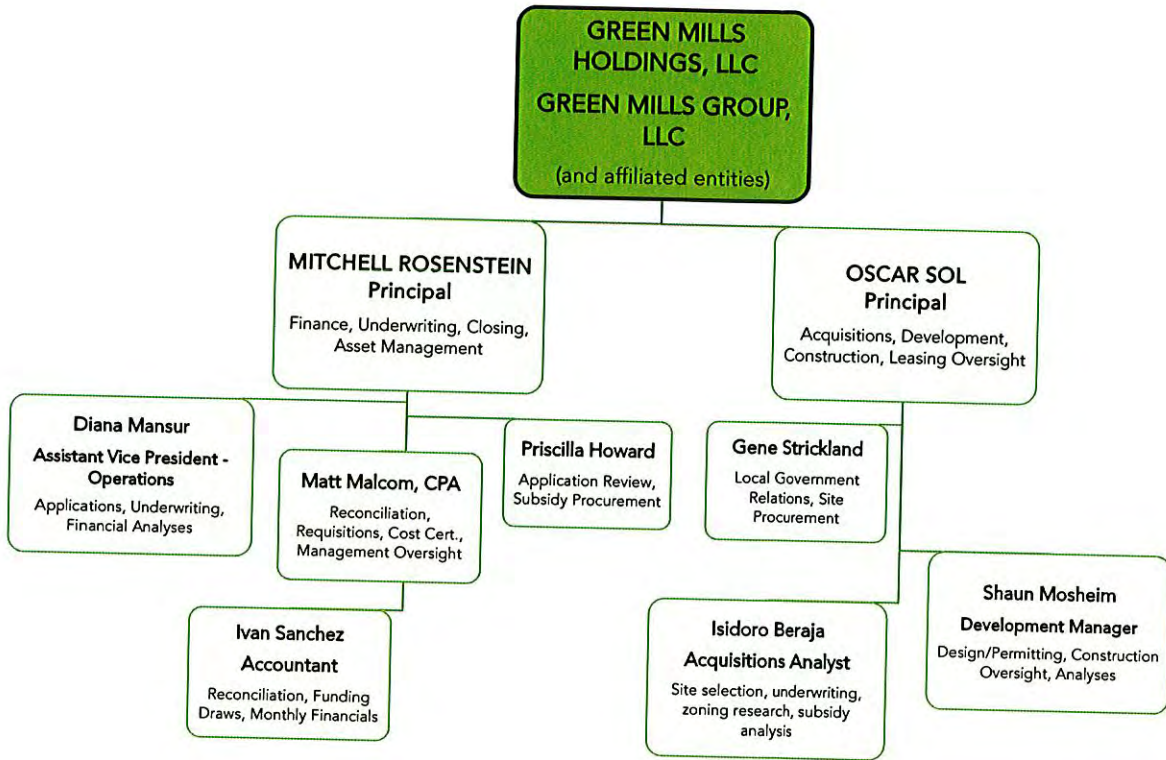
Gene served nine years in the U.S. Army Reserves and was President and a Board Member of the Boys and Girls Club for forty years. He received the National Service to Youth Award from the Boys and Girls Clubs of America. Since retiring, Gene has worked as a real estate

broker and consultant, concentrating on commercial real estate and affordable housing developments. Mr. Strickland spearheaded six developments in Hardee, Polk, and Charlotte Counties resulting in over 600 affordable homes for working families and seniors. Gene currently serves on the Board of Directors for Sun and Fun, Inc. and is a member of the Board of Noah's Ark. Gene is a member of the First United Methodist Church and serves on the Executive Committee of the church.

Gene earned a master's Degree in Governmental Affairs from the Wharton Graduate School at University of Pennsylvania's Fels Institute of Government. He and his wife, Jane, have three children and six grandchildren, all currently residing in Lakeland, Florida.



ORGANIZATIONAL CHART

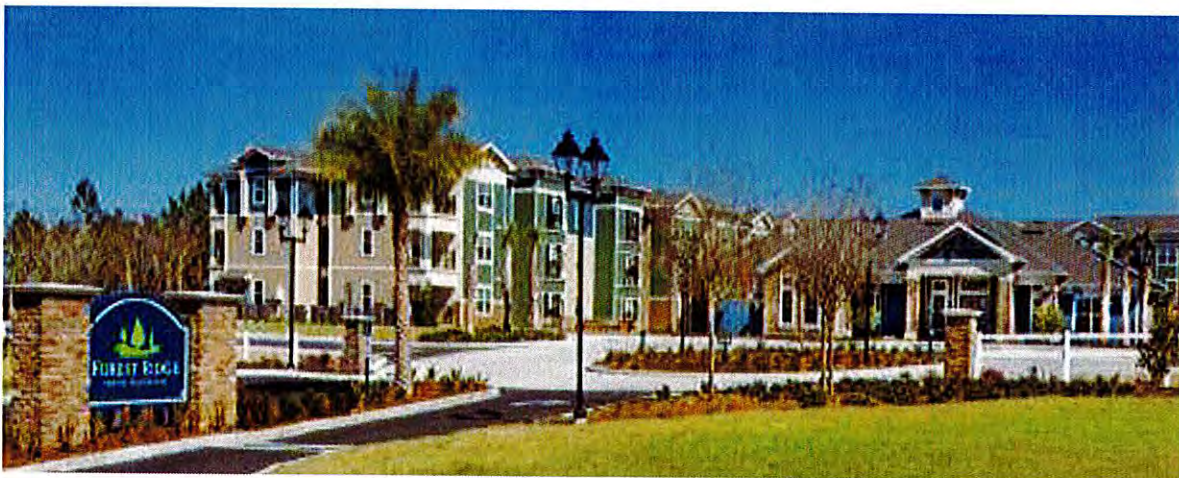


FINANCIAL CAPACITY & EXPERIENCE

Green Mills Group has significant experience layering various public and private financing sources and applying them towards community development. Our collective experience includes closing over \$1 billion in public and private financing, utilizing the following programs:

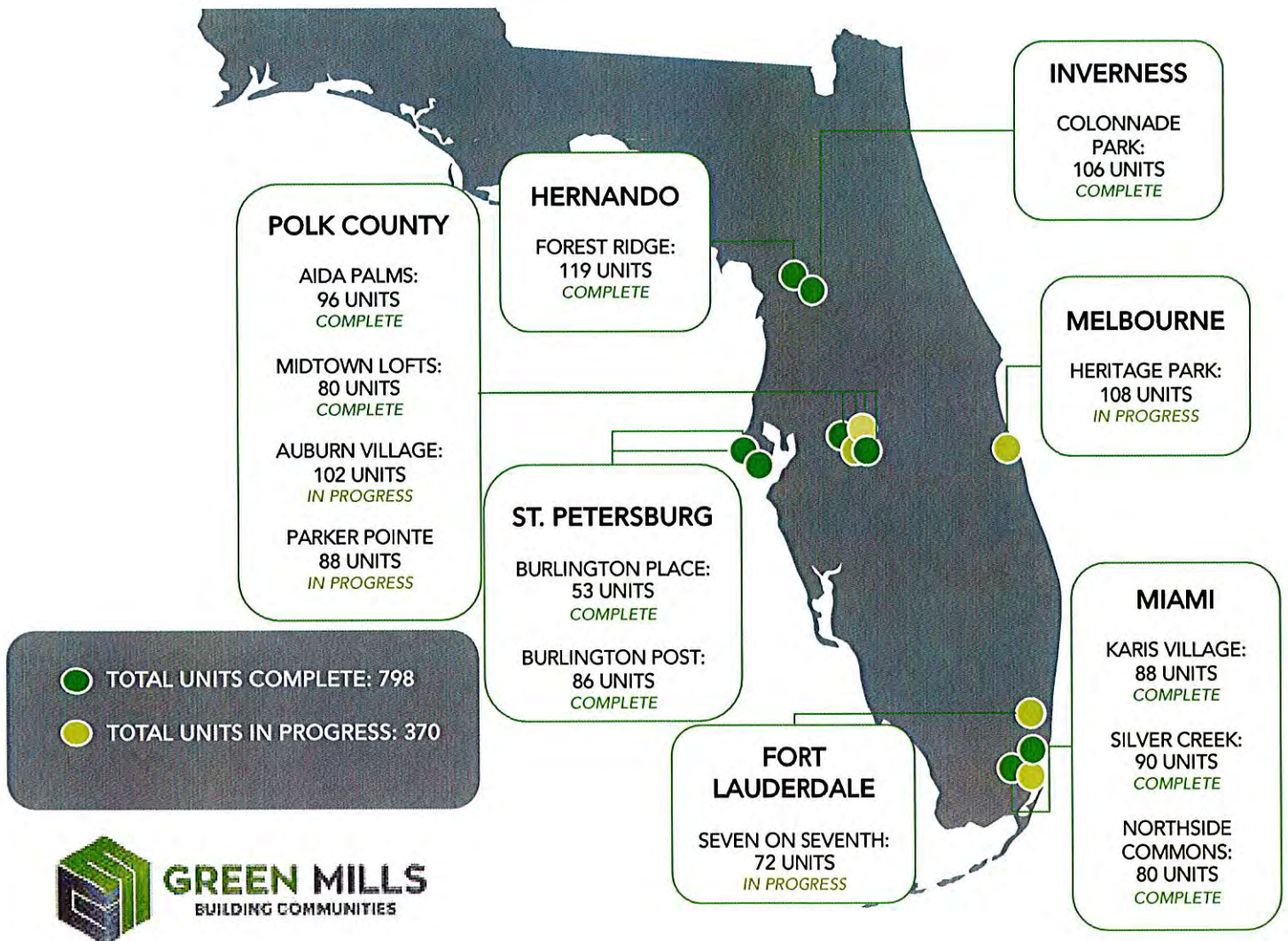
- Conventional, Institutional, and Private Equity
- 4% and 9% LIHTC Equity
- Private, Bank, and Institutional Debt
- Tax-exempt Multifamily Revenue Bonds
- Public Housing Capital Sources
- HUD Mixed-Financing
- 80/20 Mixed-Income Structures
- Public Housing RAD Conversion
- CDBG, HOME, SHIP, SURTAX, and SAIL mortgages
- State Renewable Energy Subsidies
- Federal Renewable Energy Tax Credits
- HUD-VASH Vouchers
- Tax Increment Financing (TIF)
- Project Based Rental Assistance (PBRA)
- Federal Home Loan Bank Mortgages

The company has an extensive network of banking/investor relationships and benefits from the principals' stellar track record, having never defaulted on a loan obligation. Moreover, Green Mills Group has never failed to close on financing and build a funded development. Multiple bank references demonstrate financial capacity and track record.



GREEN MILLS GROUP COMMUNITIES

Green Mills is proud to have completed five innovating, sustainable, and affordable communities throughout Florida and has an additional seven communities in various stages of development and construction. In each case, Green Mills crafted intricate public/private partnerships, collaborated with local governments, and worked closely with community stakeholders.



GREEN MILLS GROUP COMMUNITIES

FOREST RIDGE

Location: Beverly Hills, FL

Project Details: 119 Multi-family Apartments

Construction Start / Completion: 2014/2015



Forest Ridge is a \$17MM new construction, 55+ community with 119 residences, a clubhouse, and amenities. Forest Ridge received a competitive 9% annual tax credit allocation of \$1.51MM from the Florida Housing Finance Corporation (FHFC) in December 2013. It was also awarded a \$500,000 AHP grant from Federal Home Loan Bank of Atlanta.

Green Mills Group is the lead developer, owner (managing General Partner), and asset manager of Forest Ridge. US Bank provided tax credit equity and senior debt. Citrus County awarded Forest Ridge with a subordinate SHIP loan.

Construction commenced December 2014, concurrent with tax credit equity and debt financial closings. Final Certificates of Occupancy were received in Q4 2015. The property received green certifications for its energy efficient and sustainable features, including low-flow fixtures, solar array, SEER rated appliances, etc. After three months, Forest Ridge was 100% leased, far exceeding third-party market study expectations, and currently maintains a waiting list.



AIDA PALMS

Location: Lakeland, FL

Project Details: 96 Multi-family Apartments

Construction Start / Completion:
2016/2017



Aida Palms is a mixed-income, affordable, in-fill \$17MM new construction community with 96 residences, on-site management, community amenities, and energy efficient design. Green Mills was recommended by Florida Housing Finance Corporation for an allocation of competitive 9% tax credits in early 2015.

Green Mills Group is the lead developer, managing General Partner, and asset manager of Aida Palms. Raymond James provided tax credit equity and Florida Community Loan Fund provided long-term senior debt.



The community features a fitness area, pool, community room, business center/library and game room. Its central location in Lakeland provides residents with quick and easy access to local amenities such as groceries, schools, bus stations, and medical facilities. Aida Palms is fully leased and maintains a wait list.



BURLINGTON PLACE

Location: St. Petersburg, FL

Project Details: 53 Multi-family Apartments

Construction Start / Completion:
2016/2017

Burlington Place is a 53 unit mid-rise community located within St. Petersburg's Historic Kenwood neighborhood. The new construction development is within close proximity to neighborhood amenities and public transportation. Burlington Place was selected for a \$1,105,000 annual allocation of competitive 9% tax credits in early 2015 by Florida Housing Finance Corporation.



Green Mills Group is Burlington Place's lead developer, managing General Partner, and asset manager. Raymond James provided tax credit equity, Neighborhood Lending Partners provided senior debt, and the City of Lakeland provided subordinate debt.

Burlington Place contains many on-site amenities such as a fitness center, club/game room, and business center. Burlington Place has on-site management and a resident activities coordinator. The community is fully leased and maintains a waiting list.



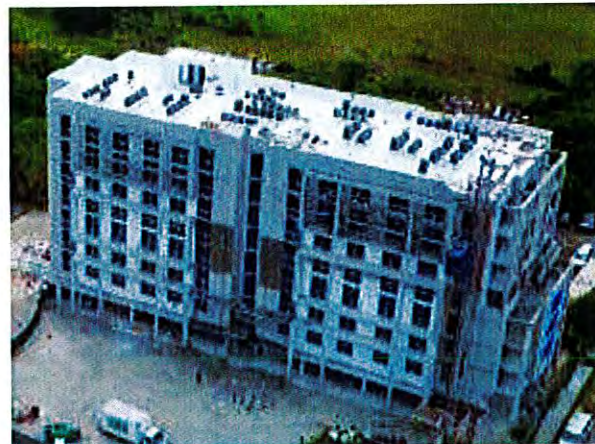
KARIS VILLAGE

Location: Miami, FL

Project Details: 88 Multi-family Apartments

Construction Start / Completion:
2016/2018

Karis Village is a supportive housing community with 88 units, half of which are set aside for formerly homeless veterans.



Karis Village was recommended by Florida Housing staff for an annual tax credit allocation of \$2,180,000 plus \$4,300,000 of SAIL subsidy. The development competed with others for the set-aside subsidy and was selected based on both subjective and objective metrics.

Green Mills Group co-developed the community with Carrfour Supportive Housing, Inc., one of Florida's largest and most successful nonprofit affordable housing developers and service providers. Hudson Housing provided tax credit equity, Capital One provided a construction loan, and Florida Housing Finance Corporation financed the community's long-term SAIL loan.

Karis Village has a dedicated supportive services team and includes robust amenities. Karis Village was completed in 2018 and maintains full occupancy.



BURLINGTON POST

Location: St. Petersburg, FL

Project Details: 86 Multi-family Apartments

Construction Start / Completion: 2017/2018

Burlington Post is an 86 unit mixed-use, mixed-income urban infill community with on-site management and community amenities including a clubhouse, community garden, and fitness center.



Green Mills served as lead developer and managing General Partner. Burlington Post was financed with competitive 9% tax credit equity via Raymond James, conventional debt from Neighborhood Lending Partners, and other gap subsidies including SHIP funds from the City of St. Petersburg.

Located in the artistic Kenwood neighborhood, Burlington Post completed construction in 2018 and is marketed to seniors. The community maintains full occupancy and a waiting list.



SILVER CREEK

Location: Miami, FL

Project Details: 90 Multi-family Apartments

Construction Start / Completion:
2018/2020



Silver Creek is a mixed-use urban in-fill \$26MM new construction mid-rise with 90 residences, on-site management, and various community amenities. Construction commenced in 2019 and completed in 2020.

Green Mills Group is Silver Creek's lead developer, managing General Partner, and asset manager. Silver Creek is financed with 9% Low Income Housing Tax Credit (LIHTC) equity via Raymond James, conventional debt from Florida Community Loan Fund, and other gap subsidies including Miami-Dade County Surtax funds.

Silver Creek is a mixed-income family community – with low-income, workforce, and market rate residences – and includes third-party retail on the ground-floor leased to a local nonprofit focused on small business incubation. Silver Creek is fully occupied and maintains a waiting list.



MIDTOWN LOFTS

Location: Lakeland, FL

Project Details: 80 Multi-family Apartments

Construction Start / Completion: 2019/2021



Midtown Lofts, a newly completed mixed-income development in Lakeland, Florida, provides 80 mixed-income residences serving families in Polk County. Midtown Lofts was recommended by FHFC to receive 9% tax credits in 2018 under a highly competitive 'Community Revitalization' RFA. Moreover, we worked closely with the City of Lakeland to acquire City-owned land.

Green Mills Group is the developer, owner/General Partner, and asset manager of Midtown Lofts. Tax credit equity was provided by Raymond James and debt was provided by the City of Lakeland CRA, Fifth Third Bank, and Florida Community Loan Fund. Financial closing and construction commencement occurred in Q4 2019 and construction completed in early 2021. Midtown Lofts includes both affordable and market-rate residences, and currently maintains full occupancy with a waiting list.



NORTHSIDE COMMONS

Location: Miami, FL

Project Details: 80 Multi-family Apartments

Construction Start / Completion: 2019/2021

Northside Commons, located in Miami, is a new affordable community currently under construction. The development will provide 80 fully-amenitized residences serving families with disabling conditions. The community will be owned and managed by Carrfour Supportive Housing, Inc. Green Mills Group acts as a consultant/co-developer.



Northside Commons was recommended for funding by Florida Housing Finance Corporation to receive a competitive 9% tax credit allocation and SAIL debt in Spring of 2018. Financial closing and construction occurred in Q4 2019. Residences were made ready for occupancy in Q4 2021.

AUBURN VILLAGE

Location: Auburndale, Polk County, FL

Project Details: 102 Multi-family Apartments

Construction Start / Completion: 2020/2022



Auburn Village, a Green Mills Group community currently under construction in Auburndale, will provide 102 affordable residences to Polk County residents. The mid-rise development will be "green" certified and contain many on-site amenities, including professional management, a fitness center, pool, library, etc.

Auburn Village was awarded a competitive 9% tax credit allocation from Florida Housing Finance Corporation in March 2019. Green Mills closed on financing and broke ground in late 2020; units will be ready for occupancy in Q1 2022. Green Mills is both the lead developer, owner/General Partner, and co-general contractor of Auburn Village.

SEVEN ON SEVENTH

Location: Fort Lauderdale, FL

Project Details: 72 Multi-family Apartments

Construction Start / Completion:
2021/2022



Seven on Seventh will be a supportive housing community in Fort Lauderdale, Florida with 72 apartments, abundant amenities, resources, and services. Seven on Seventh will be an extension of the existing, award-winning Broward County Central Homeless Assistance Center (CHAC) which is operated by Broward Partnership for the Homeless, Inc. (BPHI).

Green Mills Group is Seven on Seventh's lead developer, managing General Partner, and asset manager. Broward Partnership for the Homeless is Green Mills' co-developer, partner, service provider, and land lessor. The community's tenants will benefit from comprehensive services provided within BPHI's state-of-the-art campus setting, personalized case management, and access to community-based services.

Seven on Seventh was recommended for funding by Florida Housing Finance Corporation to receive a competitive 9% tax credit allocation and SAIL debt in the Spring of 2019. Financing closed and construction began in Q3 2021.



HERITAGE PARK

Location: Melbourne, FL

Project Details:
108 Multi-family Apartments

Construction Start / Completion:
2019/2021



Heritage Park is a new construction mixed-income affordable development and will provide 108 residences to the Melbourne community. About 35% of its homes will be reserved for homeless and formerly homeless families and individuals.

Green Mills serves as a consultant and co-developer for Heritage Park; Carrfour Supportive housing is the lead developer, owner, and service provider. Heritage was recommended for funding by Florida Housing Finance Corporation to receive a competitive 9% tax credit allocation in the Spring of 2018. Financial closing and construction commencement occurred in Q4 2019, and residences were ready for occupancy in Q3 2021.

COLONNADE PARK

Location: Inverness, FL

Project Details: 106 Multi-family Apartments

Construction Start / Completion: 2019/2021



Colonnade Park is a new construction affordable community with 106 residences, on-site management, community amenities, and energy efficient design. Green Mills was recommended by Florida Housing Finance Corporation for an allocation of competitive 9% tax credits in 2018.

Green Mills Group is Colonnade Park's lead developer, owner/managing General Partner, and asset manager. Tax credit equity and senior debt was provided by US Bank, and Citrus County provided subordinate debt. Construction was completed in 2021 and the community maintains full occupancy with a waiting list.

REFERENCES

JAMES WALKER

Florida Community Loan Fund
2040 N. Dixie Highway
Fort Lauderdale, FL 33305
(954) 764-6490
jwalker@fclf.org

BISHOP ARTHUR FLETCHER

Pastor – Calvary Christian Center
President – Circle Inc., CDC
939 Massachusetts Avenue
Pensacola, FL 32505
(850) 501-6060
arthurfletcher1501@hotmail.com

RANDY WILKERSON

Executive Director
Neighborhood Enterprise Foundation, Inc.
3120 Barrancas Ave
Pensacola, FL 32507
850-458-0466

ANDREA HEUSON

Finance Professor,
Co-Director of Real Estate Program
University of Miami, MBA Program
(305) 284-1866
Aheuson@miami.edu

FRANCES ESPOSITO

Chief Executive Officer
Broward Partnership for the Homeless
(954) 779-3990 ext. 1313
FEsposito@bphi.org

SEAN JONES

Raymond James Tax Credit Funds
880 Carillon Parkway
St. Petersburg, FL 33716
(727) 567-5703
Sean.Jones@RaymondJames.com

TERESA MAIO

Planning and Housing Manager, City of
Lakeland
Teresa.maio@lakelandgov.net

MICHAEL LIU

Director – Miami-Dade Public Housing and
Community Development
(Formerly HUD Undersecretary)
701 NW 1st Court, 16th Floor
Miami, FL 33136
(786) 469-4100
mliu88@miamidade.gov

LELAND S. SALOMON

Acting Assistant Director
Internal Services Department
Miami-Dade County
111 NW 1st Street, Suite 2100
Miami, FL 33128
305-375-442

PROJECT KEY STAFF



GREEN MILLS, DEVELOPER

OSCAR SOL

Mr. Sol is a principal of Green Mills and will oversee all aspects of the development process.

MITCH ROSENSTEIN

Mr. Rosenstein is a principal of Green Mills and will oversee financial underwriting, debt and equity structuring/procurement, and financial closings.

DIANA MANSUR

Ms. Mansur will serve as a Project Administrator, working on all aspects of legal, underwriting, and financial support throughout the development process.

ACCOUNTING

MATT MALCOM

Mr. Malcom will provide accounting, audit, and compliance support to Green Mills.

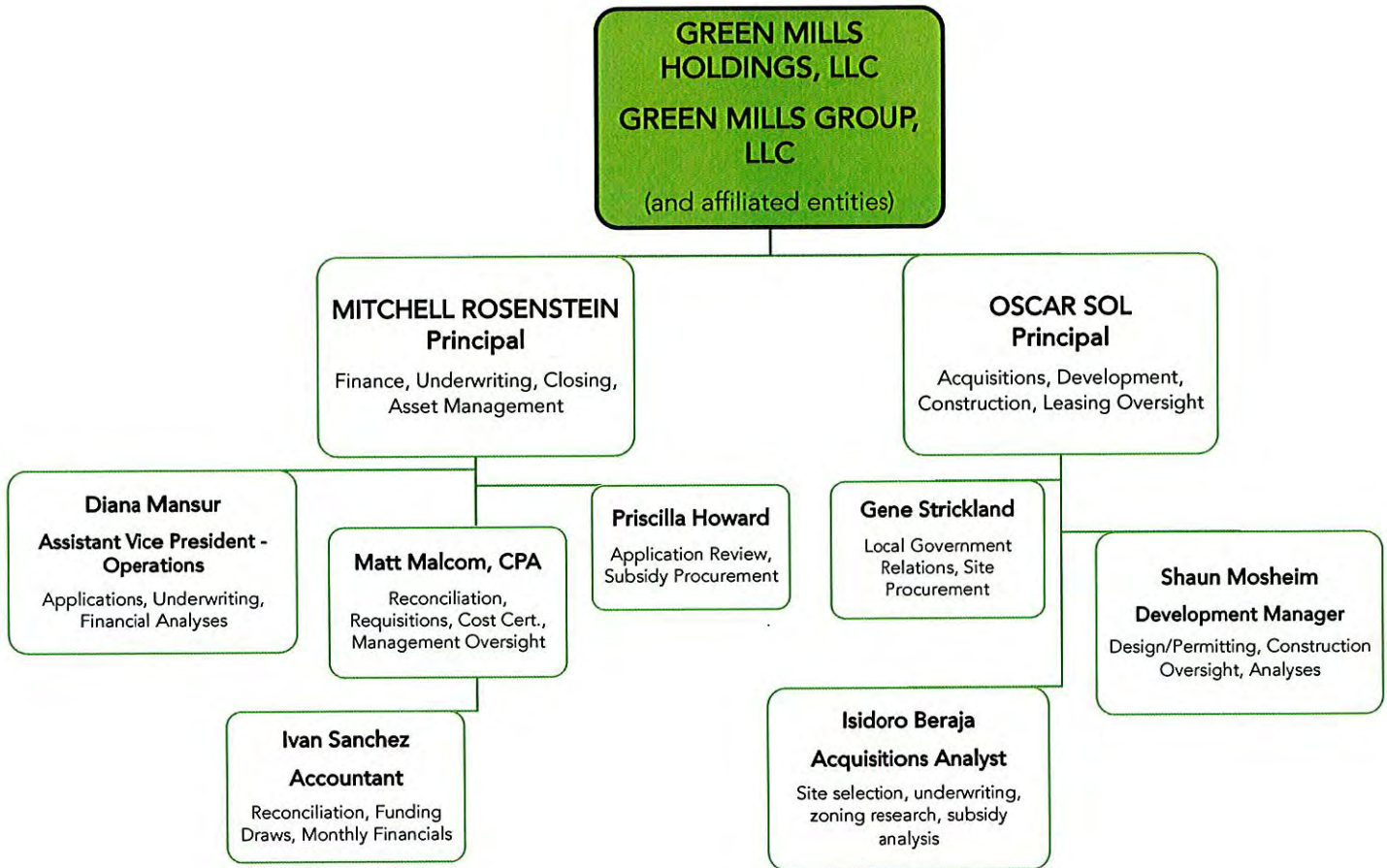
PUBLIC POLICY & FINANCE SPECIALIST

PRICILLA HOWARD

Ms. Howard will provide valuable public policy and housing subsidy consultation.

ORGANIZATIONAL STRUCTURE & STAFFING

DEVELOPMENT TEAM



OUR SUCCESS IS LARGELY A RESULT OF THREE RELATED FACTORS: WE LISTEN TO LOCAL STAKEHOLDERS, WE SPECIALIZE IN SUSTAINABLE, WORKFORCE, MULTI-FAMILY HOUSING, & WE HAVE AN EXCEPTIONAL TEAM OF PROFESSIONALS.

BROWARD PARTNERSHIP FOR THE HOMELESS TEAM



Frances M. Esposito
Chief Executive Officer
Broward Partnership
920 Northwest 7th Avenue
Fort Lauderdale, FL 33311
Phone: 954.779.1693
Email: FEsposito@bphi.org

Frances M. Esposito's entry into the field of homelessness began in 1990 when she was appointed Director of Miami's Community Homeless Assistance Project (CHAP), through which she successfully coordinated the shutdown of Miami's largest homeless encampment and supervised the assessment and placement of its more than 550 occupants. As Chief Operating Officer of both Camillus House, Inc. and Camillus Health Concern, a multi-million dollar social service agency in Miami-Dade dedicated to the indigent and homeless, Ms. Esposito re-engineered the organizational infrastructure, initiated the development of a comprehensive treatment service milieu, secured the designation as a federally qualified health care center (FQHC), oversaw the development and construction of supportive housing, and the multi-million dollar construction of the Camillus Health Concern Clinic.

In 1998, she was brought on as Chief Executive Officer of the Broward Partnership and successfully shepherded the construction of the Broward County Central Homeless Assistance Center (CHAC) on the Huizenga Campus, a 57,000 sq. ft., 230-bed emergency shelter that opened its doors on February 1, 1999. Ms. Esposito successfully developed the infrastructure and comprehensive service array for the Partnership that has won best practices awards from the Florida Department of Children & Families and the U.S. Department of Housing & Urban Development, who also recognized the Partnership as one of 400 innovative projects in the nation serving the homeless. This success led to the Broward Partnership expanding its operations on April 1, 2019 to the North Homeless Assistance Center (NHAC), a 268-bed emergency shelter. In addition, Ms. Esposito's commitment to developing and maintaining affordable housing resulted in the Florida Housing Finance Corporation awarding Broward Partnership a \$24 million low income tax credit subsidy for the construction of Seven on Seventh, a 72-unit mixed use development designed to house Broward County residents at 60% or below of area median income, on the campus of the Partnership's Central Homeless Assistance Center (CHAC) in Fort Lauderdale. The award was the first of its kind for Broward County in over 10 years.

As a past board member of Broward County's Homeless Continuum of Care, who chaired the Permanent Supportive Housing Committee, and now is a board member of the Broward County Housing Council, Ms. Esposito was recognized as a "Woman of Distinction" by the March of Dimes and received the Fort Lauderdale Chamber of Commerce Women's Council Circle of Excellence Award in 2006. In 2010 and again in 2020 the Partnership was the recipient of the prestigious Bank of America Neighborhood Builders Award, recognizing nonprofit leaders and organizations that effectively address economic mobility and social progress issues in America's communities. In 2014, Ms. Esposito was honored with the distinguished Jim Moran Foundation Award, as a non-profit leader with an established legacy of giving back to the community through active service and personal commitment. Also in 2014, the Partnership was awarded "Outstanding Non-Profit Organization of the Year" at the 4th Annual PNC Bank Non-Profit Academy Awards, recognizing the agency's strong governance and executive leadership, financial stability, and exceptional overall results. In 2016 the Partnership was named as the "Non Profit Organization of the Year" by the Greater Fort Lauderdale Chamber of Commerce. Ms. Esposito is a member of the Board of Directors of the Florida Supportive Housing Coalition.

Under Ms. Esposito's progressive leadership, the Partnership has made a difference in the lives of more than 29,000 individuals and families experiencing homelessness and has contributed to the collective efforts to make Broward County a better place for everyone.

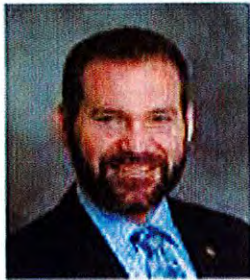
BROWARD PARTNERSHIP FOR THE HOMELESS TEAM



Executive Leadership



Frances M. Esposito
Chief Executive Officer



Tom Campbell
Chief Operating Officer



Leisha Austin
Chief Financial Officer



Ryon Coote
Chief Development Officer



Jean Delevy
Chief Human Resources Officer

BROWARD PARTNERSHIP OFFICERS



OFFICERS	
 <p>Kenneth A. Gordon, Esq. (Chair) Partner Brinkley Morgan One Financial Plaza 100 SE 3rd Avenue 23rd Floor Fort Lauderdale, FL 33394 Office: 954-522-2200 Fax: 954-522-9123 Kenneth.gordon@brinkleymorgan.com</p>	 <p>Stephen Simmons, Esq. (Vice Chair) Partner Mombach, Boyle, Hardin & Simmons, P.A. 100 NE 3rd Avenue Suite 1000 Fort Lauderdale, FL 33301 Office: 954-467-2200 Fax: 954-467-2210 ssimmons@mbhlawyer.com</p>
 <p>Jan Klein (Treasurer) 701 SE 8th Street Fort Lauderdale, FL 33316 Office: 954-762-3071 Jan.klein08@gmail.com</p>	 <p>Cathy Stutin, Esq. (Legal Chair) Partner Fisher & Phillips LLP 450 East Las Olas Boulevard Suite 800 Fort Lauderdale, FL 33301-4202 Office: 954-847-4704 Fax: 954-525-8739 cstutin@laborlawyers.com</p>
 <p>John Castelli (Secretary) Broker/Senior Partner Castelli Real Estate Services 2227 Wilton Drive Fort Lauderdale, FL 33305 Office: 954-563-9889 Cell: 954-661-2334 Fax: 954-563-9883 John@CastelliHomes.com</p>	 <p>Joanne M. Snead (Resource Development Chair) Circle of Friends Foundation 1736 SE 9th Street Fort Lauderdale, FL 33316 Home: 954-761-9349 jsneadjoanne@gmail.com</p>
 <p>Elliot P. Borkson, Esq. (Past Chair) Elliot P. Borkson, PA 1313 South Andrews Avenue Fort Lauderdale, FL 33316 Office: 954-462-6360 Fax: 954-462-5225 elbremo@hotmail.com</p>	 <p>Dodie Keith-Lazowick (Past Chair) CEO, KEITH 301 East Atlantic Boulevard Pompano Beach, FL 33060-6643 Office: 954-788-3400 Fax: 954-788-3500 Dkeith@keithteam.com</p>
 <p>Daniel E. Taylor, Esq. (Past Chair) Tripp Scott 110 Southeast 6th Street Fort Lauderdale, FL 33301 Office: 954-525-7500 Fax: 954-761-8475 det@trippscott.com</p>	 <p>Debbie Orshelsky, Esq. (At Large) Partner Holland & Knight LLP 515 East Las Olas Blvd. Suite 1200 Fort Lauderdale, FL 33301 Office: 954-468-7871 Fax: 954-463-2030 Debbie.orshelsky@hklaw.com</p>

BROWARD PARTNERSHIP BOARD OF DIRECTORS



BOARD OF DIRECTORS	
 <p>Ruben Bravo Business Development Manager Hensel Phelps 888 SE 3rd Ave, Suite 200 Fort Lauderdale, FL 33315 Cell: 786-258-1718 rbravo@henselphelps.com</p>	 <p>Dr. Herbert Brotsplis Retired Marketing Professor Florida Southeastern University H. Wayne Ruizenga College of Business and Entrepreneurship 7100 Monticello Drive Boca Raton, FL 33433 Cell: 561-362-3060 HvB85@aol.com</p>
 <p>Claudette Bruck Realtor Multiple Choice Realty Investments, Inc. 12088 NW 27th Street Coral Springs, FL 33065 Office: 954-722-0020 Cell: 954-562-2526 Fax: 888-267-4045 cbruck@hallsouth.net</p>	 <p>Timothy Cronin (Vice-Chair Finance) Senior Vice President Truist Bank Inc. 515 East Las Olas Blvd. 7th Floor Fort Lauderdale, FL 33301 Office: 954-765-7281 Cell: 954-258-0090 Fax: 954-765-7317 Tim.Cronin@truist.com</p>
 <p>Timothy Curtin MBA, MSW, CAP Executive Director, Community Services Memorial Healthcare Systems 7031 Taft Street Hollywood, FL 33024 Office: 954-276-0821 tcurtin@ahs.net</p>	 <p>Diane D'Argelo Executive Vice President / CEO The Las Olas Company 600 Sagamore Road Fort Lauderdale, FL, 33301 Office: 954-463-5630 dclangelo@thelascalascompany.com</p>
 <p>Jeremiah Gutierrez (Vice-Chair Resource Development) President United National Consumer Suppliers 1471 NE 26th Street, Ste 200 Wilton Manors, Florida 33305 Office: 954-524-3325 (D): 954-617-3615 Cell: 754-246-9670 jgutierrez@unics.com</p>	 <p>Rabbi Dr. Sheldon J. Harr Founding Rabbi Emeritus Retired Temple Kol Ami Emanu-El 8200 Peters Road Plantation, Florida 33324 Office: 954-296-9648 SHV58@aol.com</p>
 <p>Hal Harman Chairman/ Founder Editor Worth International Media Group, 638 Verona Place Weston, FL 33326 Business: 305-028-0123 Fax: 954-389-5471 Cell: 305-607-2553 hal@worth.com</p>	 <p>Jill Horowitz Alumni Engagement Officer Broward College – Willis Holcombe Center 111 E Las Olas Blvd Fort Lauderdale, FL 33301 Office: 954-201-7611 Direct: 954-817-0090 jllhorowitz@gmail.com</p>

BROWARD PARTNERSHIP BOARD OF DIRECTORS



BOARD OF DIRECTORS	
 <p>Ruben Bravo Business Development Manager Hensel Phelps 888 SE 3rd Ave, Suite 200 Fort Lauderdale, FL 33315 Cell: 786-258-1718 rbravo@henselphelps.com</p>	 <p>Dr. Herbert Brotsplas Retired Marketing Professor Nova Southeastern University H. Wayne Huizenga College of Business and Entrepreneurship 7100 Monticello Drive Boca Raton, FL 33433 Cell: 561-362-3060 Hvb@5@aol.com</p>
 <p>Claudette Bruck Realtor Multiple Choice Realty Investments, Inc 12068 NW 27th Street Coral Springs, FL 33065 Office: 954-722-0020 Cell: 954-562-2526 Fax: 888-167-4045 cbruck@ellsouth.net</p>	 <p>Timothy Cronin (Vice-Chair Finance) Senior Vice President Trust Bank Inc. 515 East Las Olas Blvd. 7th Floor Fort Lauderdale, FL 33301 Office: 954-765-7281 Cell: 954-258-0090 Fax: 954-765-7317 T.m.Cronin@tnast.com</p>
 <p>Timothy Curtin MBA, MSW, CAP Executive Director, Community Services Memorial Healthcare Systems 7031 Taft Street Hollywood, FL, 33024 Office: 954-276-0821 tcurtin@mhs.net</p>	 <p>Diane D'Argelo Executive Vice President / CFO The Las Olas Company 600 Sagamore Road Fort Lauderdale, FL, 33301 Office: 954-463-5630 cdangelo@thelascalascompany.com</p>
 <p>Jeremiah Gutierrez (Vice-Chair Resource Development) President United National Consumer Suppliers 1471 NE 26th Street, Ste 200 Wilton Manors, Florida 33305 Office: 954-524-3325 (D) 954-617-3619 Cell: 754-246-9670 jgutierrez@unics.com</p>	 <p>Rabbi Dr. Sheldon J. Harr Founding Rabbi Emeritus Retired Temple Kol Ami Eshnu-El 8200 Peters Road Plantation, Florida 33324 Office: 954-296-9648 SHV5H@aol.com</p>
 <p>Hal Herman Chairman/ Founder Editor Worth International Media Group, 638 Verona Place Weston, FL 33326 Business: 305-828-0123 Fax: 954-389-5471 Cell: 305-607-2558 hal@worthk.com</p>	 <p>Jill Horowitz Alumni Engagement Officer Broward College – Willis Bokumbe Center 111 E Las Olas Blvd Fort Lauderdale, FL 33301 Office: 954-201-7611 Direct: 954-817-0990 jllowitz@gmail.com</p>

PROJECT PROFESSIONALS

A development team comprised of local, invested, and knowledgeable professionals has been curated for this development. An important factor to us while creating this team, was local presence. This group of dedicated professionals includes Forum Architecture, Keith Engineering, JWR Construction, and Holland & Knight.

ARCHITECT: FORUM ARCHITECTURE

CIVIL ENGINEER: KEITH ENGINEERING

GENERAL CONTRACTOR: JWR CONSTRUCTION

LEGAL: HOLLAND & KNIGHT / NELSON MULLINS

Please find each teams' corporate profile in the following attachment for further information on team members and experience.





TAB 5

JOB CREATION

-EXISTING JOBS ON PAYROLL

-JOBS TO BE CREATED

SEVEN ON SEVENTH EXISTING JOBS ON PAYROLL

Seven on Seventh will be a brand new community; besides approximately four full-time construction staffworkers on site, there are no current jobs on payroll. We anticipate est. five full-time jobs will be created once the community is fully built, leased, and operating.



SEVEN ON SEVENTH

JOBS TO BE CREATED

Seven on Seventh will create estimated five full or part time jobs. Please see the breakdown below:

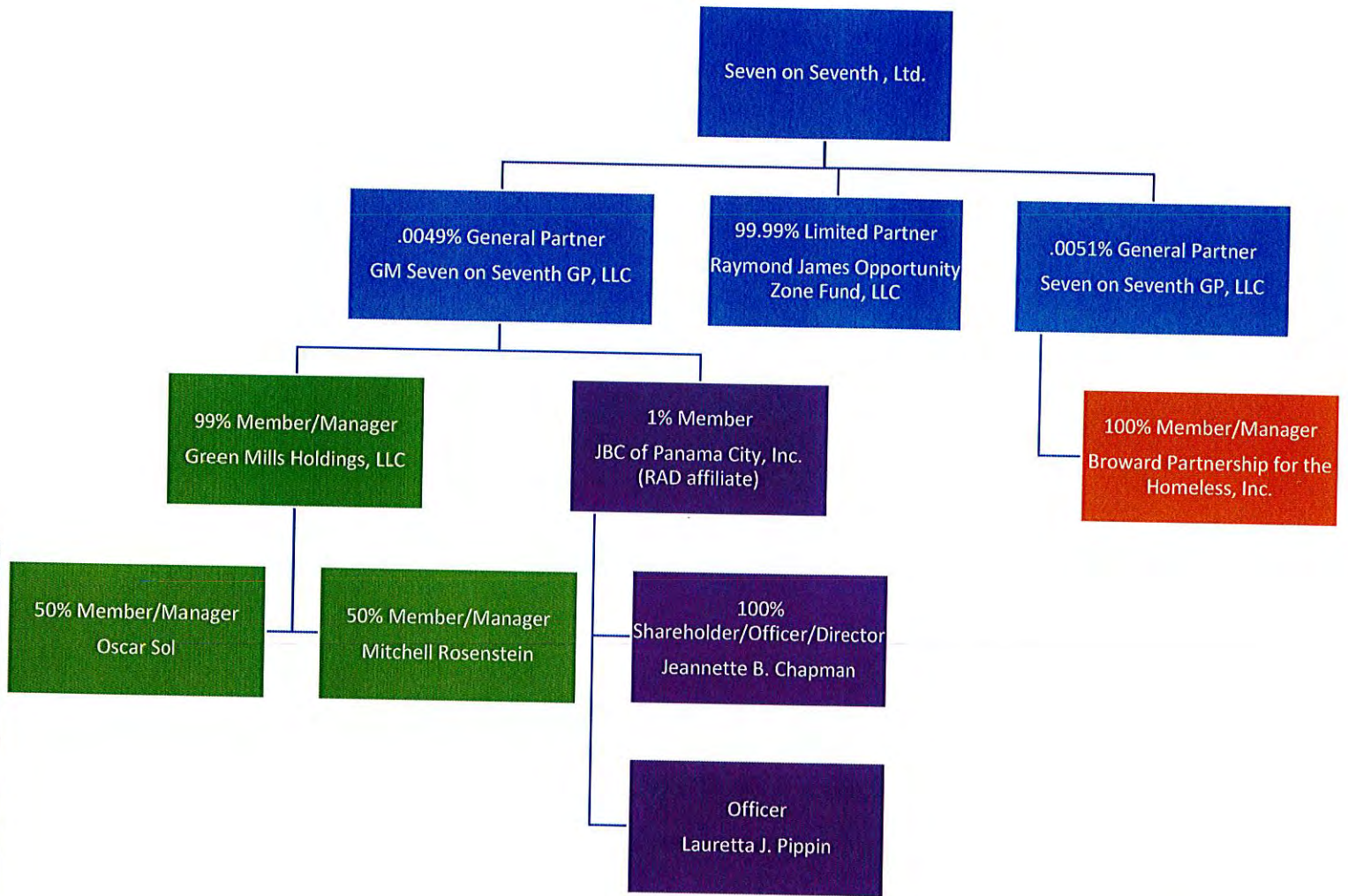
List of all Jobs to be Created

Job Title	#	Brief Job Description	Annual Average Salary	Industry Average Salary	Experience/Education/Skills Required
Property Manager	1	Management of property, lease oversight	\$42,000	\$40,000-\$45,000	GED/High School
Maintenance Supervisor	1	Maintaining property/unit repairs	\$35,000	\$32,000-\$37,000	GED/High School
Groundskeeper	1	General Maintenance/beautification	\$13,000	\$12,000-\$14,000	GED/High School
Case Worker	2	Work with homeless residents	\$35,000	\$32,000-\$37,000	Masters Degree

*USE ADDITIONAL SHEETS IF NECESSARY

11 CREATIVE APPLICATION
 Lot 10000 - 100 10, 2018

LEGAL/ORGANIZATIONAL DOCUMENTS
ORGANIZATIONAL CHART



LEGAL/ORGANIZATIONAL DOCUMENTS
BROWARD PARTNERSHIP IRS DETERMINATION



ATLANTA GA 39901-0001

In reply refer to: 0752858409
June 26, 2014 LTR 4170C 0
65-0777033 000000 00
00035714
BODC: TE

BROWARD PARTNERSHIP FOR THE
HOMELESS INC
920 NW 7TH AVE
FT LAUDERDALE FL 33311



011018

Person to Contact: CUSTOMER SERVICE
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of June 17, 2014, regarding the tax-exempt status of BROWARD PARTNERSHIP FOR THE HOMELESS INC .

Our records indicate that a determination letter was issued in JUNE 1998, granting this organization exemption from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate this organization is not a private foundation within the meaning of section 509(a) of the Code because it is described in section(s) 509(a)(1) and 170(b)(1)(A)(v).

Our records indicate that in December 1938, the American National Red Cross was held to be exempt from Federal income tax under section 101(6) of the Internal Revenue Act of 1938, which now corresponds to section 501(c)(3) of the Internal Revenue Code. In a subsequent determination, the American Red Cross was classified as a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(a)(vi) of the Code.

Even though the American National Red Cross was issued an individual ruling, this ruling covers its chapters, branches, and auxiliaries.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

If you have any questions, please call us at the telephone number shown above.

**LEGAL/ORGANIZATIONAL DOCUMENTS
SEVEN ON SEVENTH GROUND LEASE**

Date Submitted: 2019-02-04 13:36:47.490 | Form Key: 5269

GROUND LEASE

This Ground Lease (the "Ground Lease") is made with an effective date as of February 1, 2019 (the "Effective Date") between BROWARD PARTNERSHIP FOR THE HOMELESS, INC., a Florida not-for-profit corporation (the "Landlord"), and SEVEN ON SEVENTH, LTD., a Florida limited partnership (the "Tenant").

PREAMBLE

A. The Landlord is the owner of certain real property in Broward County, Florida, identified as the "Property" in Section 1.02 hereof, which the Landlord desires to have improved with the use of certain private and public funds.

B. In connection with the improvement of the Property, the Landlord and the Tenant desire that the Tenant construct, own, and operate an affordable housing community, with related site improvements and amenities (collectively, the "Project") on the Property.

LEASE

In consideration of the foregoing preamble, and the promises and mutual covenants set forth herein, the Landlord and the Tenant, with the intent to be legally bound, hereby agree as follows:

ARTICLE I - GRANT OF LEASED PREMISES; TERM

1.01. Grant of Leased Premises. The Landlord hereby leases the Premises to the Tenant to be effective as of the Effective Date, provided, however, possession of the Premises shall not be turned over to Tenant until the Closing Date (as hereinafter defined), and the Lease shall remain in effect until the date which is ninety nine (99) years after the Closing Date (the "Expiration Date"), unless sooner terminated as provided herein. In the event that Tenant is unable to achieve the Closing Date by the third anniversary of the Effective Date, as may be further extended by Tenant upon written notice of extension to Landlord in order to allow the Tenant to make at least three (3) competitive applications for an award of tax credits from Florida Housing Finance Corporation ("FHFC") for permanent supportive housing and at least one (1) year to close any financing after a final nonappealable award of tax credits from FHFC (the "Closing Date Deadline") for any reason, including an inability to obtain an allocation of Low Income Housing Tax Credits from FHFC (as hereinafter defined) or obtain sufficient financing commitments or permits to allow for construction and outfitting of the contemplated Improvements (as hereinafter defined), then Landlord or Tenant may terminate this Lease upon written notice to the other party and each party shall thereafter be released from liability related hereto except for such provisions as may specifically survive termination.

1.02. Premises. The Premises consists of those certain tracts or parcels of land located in Broward County, Florida, as more particularly described in Exhibit A attached hereto and incorporated herein, together with all appurtenances, easements and rights of way related thereto and the improvements now or hereafter located thereon (collectively, the "Premises"). The

Premises, exclusive of the buildings and improvements now or hereafter located thereon, is also hereinafter referred to as the "Property".

1.03. Improvements.

(a) After the Closing Date, the Tenant shall construct or cause a residential rental community to be constructed on the Property, plus such amenities, parking, landscaping and other improvements as Tenant may desire (including any future replacements and additions, the "Improvements") for use as new rental apartments set aside for residents qualifying for occupancy pursuant to Section 42 of the Internal Revenue Code of 1986 (the "Code") and the regulations promulgated thereunder, as amended.

(b) The Improvements shall be constructed in accordance with the requirements of all laws, ordinances, codes, orders, rules, and regulations (collectively all "Applicable Laws") of all governmental entities having jurisdiction over the Improvements (collectively the "Governmental Authorities"), provided Landlord in its capacity as landlord, shall have no participation or control of the construction or operation of the Project, except as otherwise set forth in this Ground Lease.

(c) The Project is intended to be subjected to and benefited by the terms and conditions of the Low Income Housing Tax Credit requirements as set forth in the Code, and as required by the FHFC during the appropriate extended use period.

(d) In anticipation of the Closing Date and after an award of tax credits from FHFC, the Tenant shall use commercially reasonable efforts to apply for and prosecute, with reasonable diligence, all necessary approvals, permits, and licenses required by applicable Governmental Authorities for the construction, development, zoning, use, and occupation of the Improvements.

(e) Construction of the Improvements shall be performed in a good and workmanlike manner and in conformity with all Applicable Laws.

(f) The Improvements shall include a multi-level parking garage, intended to be shared by the Project and the Landlord's facility located adjacent to the Project (the "Landlord's Other Property"). The Landlord and Tenant agree to negotiate in good faith with regard to an easement agreement for the use, operation, maintenance, upkeep and repair of the parking garage.

1.04. Possession. Tenant shall take possession of the Premises upon the closing of the financing for the Improvements (the "Closing Date") and payment of the Capitalized Lease Payment to Landlord. Except as may be specifically stated herein to the contrary, Tenant shall bear no expense or liability with respect to the Premises prior to the Closing Date. Prior to the Closing Date, Landlord will cooperate with Tenant to obtain financing for the Project at no cost or expense to Landlord. During the period from the Effective Date to the Closing Date (hereafter referred to as the "Pre-Possession Period"), Landlord shall not grant possession or any possessory rights to any other person or entity with respect to the Premises.

1.05. Inspection of the Premises. During the Pre-Possession Period, Tenant and its agents, contractors, engineers, surveyors and representatives, employees, and officers (collectively, "Consultants"), at Tenant's sole cost and risk, shall have the right to enter the Premises to make inspections, surveys, test borings, soil analysis, and other tests, studies and surveys, including without limitation, environmental tests, borings and analysis and studies within the Premises, provided Tenant has given Landlord and reasonable prior notice in each instance. Notwithstanding the foregoing, Tenant shall give not less than two (2) business days' notice to Landlord prior to Tenant's or its Consultants' access of the Premises and shall permit Landlord, its representative or agent to be present during all investigations and inspections conducted on the Premises. Landlord and its agents and representatives, at no cost or expense to Landlord, shall reasonably cooperate with Tenant and the Consultants in connection with any test or inspection. All tests and investigations to be performed by Tenant or its Consultants shall be in accordance with all applicable laws and regulations and accepted testing standards. Tenant shall be responsible for, and shall dispose of, all such test samples in accordance with applicable law at no cost or liability to Landlord. In the event the Closing Date does not occur for any reason whatsoever, the Tenant shall, upon request by Landlord, provide to Landlord copies of any and all independent tests, studies or test results obtained after the Effective Date and relating to the Premises. Tenant shall bear the cost of all inspections or tests undertaken by the Consultants and shall be responsible for and act as the generator with respect to any wastes generated by those tests. The Premises shall be restored by Tenant or the Consultants to its original condition at Tenant's or the Consultants' sole expense following any site work by Tenant or any Consultant. Tenant shall keep the Premises free and clear of any liens arising from access to the Premises by it and its Consultants, and will indemnify and hold harmless the Landlord and against all claims, losses, damages and expenses (including reasonable attorneys' fees and costs) because of the failure to pay all costs arising from access to the Premises and from the filing of any liens based on the acts or failures to act of Tenant or any Consultant, injury or death to any person or damage or loss of any kind to any property caused by the acts or omissions of Tenant or its Consultants, which obligations shall survive the termination of this Agreement. Tenant shall obtain (or cause its contractor or consultant to obtain), at Tenant's sole cost and expense, within thirty (30) days after the Effective Date, a policy of commercial general liability insurance covering any and all liability of Tenant and Landlord with respect to or arising out of any investigative activities conducted by or on behalf of Tenant. Such policy of insurance shall be an occurrence policy and shall have liability limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage liability and shall name Landlord as an additional insured and Tenant shall provide Landlord with a copy of such policy or a certificate of such policy. Tenant shall keep the Premises free and clear of any mechanics' liens or materialmen's liens related to Tenant's right of inspection and the activities contemplated by this Lease.

1.06. Due Diligence. No later than ten (10) days after the Effective Date, Landlord shall have delivered to Tenant for Tenant's review any and all environmental reports and studies in its possession or control. No later than thirty (30) days after the Effective Date, Landlord shall have made available to Tenant the following due diligence items ("Due Diligence Items"): (i) any agreements, documents or information in the possession of Landlord reasonably requested by Tenant that bind the Premises and materially affect its operation or use; and (ii) all plans, documents, agreements and other records in Landlord's possession of any governmental entities,

17149392 v2
45105-0001

districts and utilities regarding the Premises or otherwise impacting, restricting, or affecting the use of the Premises. Landlord makes no representations or warranties concerning the accuracy or completeness of any Due Diligence Items.

1.07 Benefits of Improvements During Term. Landlord acknowledges and agrees that Tenant shall be accorded all benefits and burdens of ownership of the Premises for as long as this Lease shall remain in effect. At all times during the term of this Ground Lease, the Improvements shall be owned by the Tenant and, during the term, the Tenant alone shall be entitled to all of the tax attributes of ownership including, without limitation, the right to claim depreciation or cost recovery deductions, the right to claim low-income housing tax credits described in Section 42 of the Code and the right to amortize capital costs and to claim any other federal tax benefits attributable to the Improvements. Upon the termination of this Ground Lease the Premises shall become the sole property of the Landlord, at no cost to the Landlord, and shall be free of all liens and encumbrances other than the Permitted Encumbrances (as defined herein).any and all depreciation, amortization, profits, losses, and income for Federal or state tax purposes relating to the Improvements located on the Property and any and all additions thereto, substitutions therefor, fixtures therein and other property relating thereto shall be deducted by or credited exclusively to the Tenant during the term of this Ground Lease.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

2.01 Landlord's Representations and Warranties. The Landlord hereby represents and warrants to the Tenant as follows:

(a) Title. The Landlord owns fee simple, good and marketable title to the Premises.

(b) Landlord and Approvals. (i) The Landlord has full right, power, and authority to make, execute, deliver, and perform its obligations under this Ground Lease, (ii) the Landlord has obtained and received all required and necessary consents and approvals to enter into this Ground Lease with the Tenant; and (iii) the entry by the Landlord into this Ground Lease with the Tenant and the performance of all of the terms, provisions, and conditions contained herein does not and will not violate or cause a breach or default under any agreement or obligation to which the Landlord is a party or by which it is bound.

(c) Contractual Obligations. The Landlord is not obligated under any contract, lease or agreement, materially affecting the ownership, use, operation, management, maintenance, or lease of the Premises, other than certain rights inuring to the benefit of Broward County pursuant to documents executed at the time of Landlord's acquisition of the Premises from Broward County (the "County Covenants"). Tenant acknowledges receipt of copies of the County Covenants and agrees to be bound thereby for the term of this Ground Lease.

(d) Full Disclosure. No representation, statement, or warranty by the Landlord contained in this Ground Lease or in any exhibit attached hereto contains or will contain any untrue statement of a material fact or omits a material fact necessary to make the statement of fact therein recited not misleading.

(e) Litigation. There is no action, suit, litigation, or proceeding pending or to the Landlord's knowledge, threatened against the Landlord that could prevent or impair the Landlord's entry into this Ground Lease or performance of its obligations hereunder.

(f) To the best of Landlord's knowledge, there are no: (1) existing or pending improvement or special assessment liens affecting the Property; (2) existing, pending or threatened lawsuits, or appeals of prior lawsuits, affecting the Property; (3) existing, pending or threatened condemnation proceedings affecting the Property; or (4) unrecorded easements, restrictions or encumbrances affecting all or any part of the Property;

(g) Landlord has not, to the best of Landlord's knowledge, used, manufactured, stored, or released any "Hazardous Materials" (as hereinafter defined) on, in or around the Property. Notwithstanding the foregoing, Landlord hereby discloses that Landlord has been made aware of a potential spill of fuel on Landlord's Other Property that may have leached onto the Property. Landlord is in the process of evaluating the potential spill and will provide its findings to Tenant within thirty (30) days following the Effective Date. As used herein, "Hazardous Materials" shall mean petroleum and petroleum based products and any other substance or material, the use, manufacture, storage, release or presence of which in land, water or elsewhere in the environment is limited, prohibited or in any other way regulated by any federal, state or local law, ordinance, rule or regulation. Landlord further represents and warrants that, to the best of Landlord's knowledge, no portion of the Property has ever been used as a landfill or a dump;

(h) No commitments or agreements have been or will be made by Landlord to any governmental authority, utility company, school board, church or other religious body, any homeowners or homeowners' association, or any other organization, group or individual, relating to the Property which would impose an obligation upon Tenant to make any contributions or dedications of money, land, or any interest in land, to construct, install or maintain any improvements of a public or private nature on or off the Property, or otherwise impose any obligations or liability on Tenant or the Property;

2.02 Tenant's Representations and Warranties. The Tenant hereby warrants and represents to the Landlord as follows:

(a) Existence. The Tenant is a limited partnership presently existing and in good standing under the laws of the State of Florida.

(b) Authority. The Tenant (i) has the partnership power and authority to own its properties and assets, to conduct its business as presently conducted and to execute, deliver, and perform its obligations under this Ground Lease and (ii) has obtained all internal partnership authorizations and approvals which are necessary for it to execute, deliver, and perform its obligations under this Ground Lease.

(c) Binding Obligation. This Ground Lease has been duly and validly executed and delivered by the Tenant and constitutes a legal, valid, and binding obligation of the Tenant enforceable in accordance with its terms.

(d) **Litigation.** There is no pending or, to the best of the Tenant's knowledge, threatened investigation, action, or proceeding by or before any court, any governmental entity or arbitrator which (i) questions the validity of this Ground Lease or any action or act taken or to be taken by the Tenant pursuant to this Ground Lease or (ii) is likely to result in a material adverse change in the authority, property, assets, liabilities or condition, financial or otherwise, of the Tenant which will materially impair its ability to perform its obligations hereunder.

(e) **Full Disclosure.** No representation, statement, or warranty by the Tenant contained in this Ground Lease or in any exhibit attached hereto contains any untrue statement of a material fact or omits a material fact necessary to make such statement of fact therein not misleading.

ARTICLE III - RENT

3.01 **Ground Rent.** The Tenant covenants and agrees to pay to the Landlord rent as follows: (a) on the date on which the Tenant closes on its construction financing and tax credit syndication (the "Closing Date") a capitalized lease rent payment in an amount equal to One Million Dollars (\$1,000,000) (the "Capitalized Lease Payment") and (b) One Dollar (\$1.00) per year during the term of this Ground Lease (the "Annual Rent"). The installments of Annual Rent will be payable on the first day of January of each calendar year, commencing on January 1, 2020. The Capitalized Lease Payment and each installment of Annual Rent will be paid at the address specified for the Landlord in Section 14.11, below, or at such other address as the Landlord designates. The Tenant acknowledges and agrees that the construction of affordable housing on the Premises is a material inducement for the Landlord to offer the Premises on the terms set forth herein to the Tenant, and but for the Tenant's promise to provide such housing the terms contained herein would not be offered, it being understood and agreed that such terms constitute fair value taking into account the restrictions and other undertakings set forth herein. Notwithstanding the foregoing, the Capitalized Lease Payment amount shall be subject to adjustment if the FHFC credit underwriter's appraisal is less than \$1,000,000, then the Capitalized Lease Payment amount shall be reduced to the appraised amount (but not less than \$600,000). In the event the appraisal is less than \$600,000, the Capitalized Lease Payment amount will remain at \$600,000.

3.02 **Payments by Tenant.** Other than as expressly set forth in this Ground Lease, as of the Closing Date (but not before), all costs, expenses, liabilities, charges or other deductions whatsoever with respect to the Premises and relating to the period as of the Closing Date, shall be the responsibility of the Tenant, and all costs, expenses, liabilities, charges or other deductions whatsoever with respect to the Premises prior to the Closing Date shall be the responsibility of Landlord.

ARTICLE IV - TAXES, OPERATING EXPENSES, INSURANCE REQUIREMENTS, AND RESTORATION

4.01 **Taxes.** With respect to the period commencing on the Closing Date, the Tenant will pay any payments in lieu of real estate taxes, any real estate taxes and personal property taxes and assessments assessed, levied, confirmed, or imposed on the Premises during the term of this Ground Lease whether or not now customary or within the contemplation of the Landlord and the Tenant. The Tenant will pay any real estate transfer taxes that are required in connection with this

17149392 v2
431054001

Ground Lease. The Landlord shall pay any local, state, or federal net income taxes assessed against the Landlord, if any, including but not limited to all sales and use taxes imposed by the state of Florida on any payment due to Landlord under this Ground Lease; local, state, or federal capital levy of the Landlord; or sales, excise, franchise, gift, estate, succession, inheritance, or transfer taxes of the Landlord. The Landlord shall have the obligation to: (i) cause any tax bills to be sent directly to the Tenant or (ii) provide copies of all bills directly to the Tenant promptly after receipt. The Landlord shall also assist the Tenant, at no expense to the Landlord, with any efforts to achieve tax savings through a PILOT agreement or other similar mechanism.

4.02 Operating Expenses.

(a) Tenant's Obligation. Commencing on the Closing Date, Tenant will pay or cause to be paid directly to the providers of such services all costs and expenses directly attributable to or directly incurred in connection with the ownership, use, leasing, occupancy, operation, maintenance, and repair of the Premises including without limitation (i) all energy sources for the Improvements, such as propane, butane, natural gas, steam, electricity, solar energy, and fuel oil; (ii) all water, sewer and trash disposal services; (iii) all maintenance, repair, replacement and rebuilding of the Improvements including, without limitation, all mechanical, electrical, HVAC, telecommunications and security systems within the Improvements, and all structural and non-structural components of the Improvements, both interior and exterior; (iv) all landscaping, snow removal, maintenance, repair and striping of all parking areas of the Improvements; (v) all insurance premiums relating to the Premises, including fire and extended coverage, public liability insurance, rental insurance and all risk insurance; and (vi) the costs and expenses of all capital improvements or repairs (whether structural or non-structural) required to maintain the Improvements in good order and repair or required by any Governmental (or quasi-governmental) Authority having jurisdiction over the Premises. It shall not be a default hereunder if the payments contemplated herein are not made by Tenant on time; provided Tenant shall defend and indemnify Landlord with respect to any losses, expenses and liabilities incurred by Landlord as a result of Tenant's failure to make such payments on a timely basis.

(b) Permits and Licenses. As of the Closing Date, the Tenant will also procure, or cause to be procured any and all necessary permits, licenses, or other authorizations required for the installation and maintenance of wires, pipes, conduits, equipment, and appliances for use in supplying any such service to and upon the Premises. The Landlord, upon request of the Tenant, and at the sole expense and liability of the Tenant, will join with the Tenant in any application required for obtaining or continuing any such services.

4.03 Insurance. The Tenant shall maintain and keep in force insurance, naming the Landlord as an additional insured, if applicable, in the type and for the amounts reasonably required by Landlord, which types and amounts may be adjusted from time to time by the Landlord in its reasonable discretion. At a minimum, Tenant's insurance coverage shall include:

Commercial general liability insurance with a combined single limit of not less than \$2,000,000 for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring against any and all liability of Tenant and Landlord including coverage for contractual liability and broad form property damage; provided Landlord shall have the right

from time to time to determine such higher limits as may be reasonable and customary for similar properties similarly situated.

Worker's Compensation Insurance in accordance with the laws of the State of Florida; provided this insurance may be obtained by the general contractor and the property manager as it is not contemplated that the Tenant will have employees.

Such other insurance on or in connection with the Leased Premises as Landlord may reasonably require and which at the time is commonly obtained in connection with similar properties similarly situated.

All public liability, property damage liability, and casualty policies maintained by the Tenant will be written as primary policies, not contributing with and not secondary to insurance coverage that the Landlord may carry. If the Tenant fails to maintain such insurance, at its election, and upon five days' notice to the Tenant, the Landlord may procure such insurance as may be necessary to comply with the insurance requirements of this Section 4.03 (but shall not be obligated to procure same), and the Tenant shall repay to the Landlord as Additional Rent (defined in Section 12.01(b) below) the cost of such insurance. The Tenant shall furnish to the Landlord certificates of insurance which shall state that a 30-day notice of prior cancellation or change will be provided to the Landlord. Notwithstanding the foregoing, Landlord agrees that Tenant's compliance with the insurance requirements of Tenant's limited partner and Permitted Leasehold Mortgagees for the Premises shall be sufficient to comply with this Section 4.03.

4.04 Restoration. If the Improvements shall be damaged or destroyed in whole or in part, the Tenant shall give prompt notice thereof to the Landlord. The net amount of all insurance proceeds received by the Tenant with respect to such damage or destruction (the "Net Proceeds") shall, subject to the requirements of Tenant's limited partner and terms of any Permitted Leasehold Mortgage (defined in Section 6.09, below) be used to pay for the costs and expenses of the Restoration (defined below). To the extent of available insurance proceeds, the Tenant shall proceed promptly after the insurance claims are settled with the restoration, replacement, rebuilding or repair of the Improvements as nearly as possible to the condition the Improvements were in immediately prior thereto (the "Restoration"). The Restoration shall be done in compliance with all Applicable Laws. Notwithstanding the foregoing, subject to the terms of any Permitted Leasehold Mortgage, should the Improvements be substantially destroyed in the final five (5) years of the term of this Ground Lease, the Tenant shall have no obligation to undertake the Restoration, but may do so at its election. If the Restoration is not undertaken, Tenant shall assign the Net Proceeds to Landlord.

ARTICLE V - USE OF PREMISES; COVENANTS RUNNING WITH THE LAND

5.01 Permitted Use. Subject only to the provisions of Section 6.09(e) below, during the term of this Ground Lease, or such lesser period as may be permitted by law, the Tenant will continuously set aside all of the constructed units on the Premises as affordable rental housing units for qualified residents in compliance with Section 42 of the Code and any requirements of FHFC for so long as any such requirements remain in effect, and shall continuously use and operate all units in a manner which satisfies the requirements of FHFC's extended use agreement.

Notwithstanding anything in this Ground Lease to the contrary, the Tenant shall have the right to enter into dwelling leases with respect to each housing unit with individuals or households.

5.02 Compliance with Laws. The Tenant shall not use or occupy, or suffer or permit any portion of the Premises to be used or occupied in violation of any Applicable Law, certificate of occupancy, or other governmental requirement. The Tenant will comply with all Applicable Laws and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any other similar body, having jurisdiction over the Premises.

5.03 Special Provisions Relating to Compliance with Environmental Laws.

(a) **Tenant's Environmental Covenants.** Without limitation of any of the Tenant's other covenants, agreements and obligations under this Ground Lease, the Tenant hereby specifically covenants and agrees to fulfill the responsibilities set forth below with respect to environmental matters:

(i) The Tenant shall comply with any and all federal, state and local laws, regulations, statutes, codes, rules, resolutions, directives, orders, executive orders, consent orders, guidance from regulatory agencies, policy statements, judicial decrees, permits, licenses and ordinances, or any judicial or administrative interpretation of, any of the foregoing, pertaining to the protection of land, water, air, health, safety or the environment whether now or in the future enacted, promulgated or issued (the "Environmental Laws") applicable to the Tenant relative to the Premises. The Tenant shall identify, secure, and maintain all required governmental permits and licenses as may be necessary for the Premises or otherwise required by the Tenant's activities. The Tenant shall maintain such permits and licenses in effect and shall renew them in a timely manner, and the Tenant shall comply and cause all third parties to comply with the terms of such permits and licenses. All substances, chemicals, materials or elements that are prohibited, limited or regulated by any and all Environmental Laws ("Hazardous Substances") present, handled, generated or used by the Tenant on the Premises will be managed, transported and disposed of in a lawful manner.

(ii) The Tenant shall provide the Landlord with copies of all forms and other information concerning any releases, spills or other incidents relating to Hazardous Substances or any violations of Environmental Laws promptly upon the discovery of such releases, spills, or incidents.

(b) **Landlord's Environmental Covenants.** Without limitation of any of Landlord's other covenants, agreements, and obligations under this Ground Lease, the Landlord hereby specifically covenants and agrees to provide the Tenant with copies of all forms and other information concerning any releases, spills, or other incidents relating to Hazardous Substances or any violations of Environmental Laws with respect to the Premises of which the Landlord has actual knowledge.

5.04 Tenant's Environmental Indemnity. The Tenant covenants and agrees to indemnify, defend, and hold the Landlord free and harmless from and against any and all losses, liabilities, penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings, damages, disbursements, or expenses (including reasonable attorneys' fees) which may at any time

47149332 v3
411054001

be imposed upon, reasonably incurred by, or asserted or awarded against the Landlord in connection with or arising from:

(a) the existence of any Hazardous Substances which are first placed on, in, or under all or any portion of the Premises during the term of this Ground Lease after the Closing Date, except to the extent so placed by the Landlord; or

(b) any violation of any Environmental Laws by the Tenant at or relating to the Premises which does not arise out of conditions existing prior to the Closing Date or actions of the Landlord.

5.05 Restrictions Applicable to the Premises.

(a) The provisions of this Section 5.05 are intended to create a covenant running with the land and shall be binding upon the Landlord and the Tenant and each of their respective successors and assigns and all subsequent owners of the Premises, including, without limitation, any entity which succeeds to the Tenant's interest in the Premises.

(b) The Tenant shall not execute any agreement, lease, conveyance or other instrument whereby the Premises or any part thereof is restricted upon the basis of race, color, creed, religion, ancestry, national origin, handicap, sex, or marital status in the sale, lease, rental, use, or occupancy of the Premises.

(c) The Tenant shall not discriminate in the use, lease, or occupancy of the Premises against any person upon the basis of race, color, creed, religion, ancestry, national origin, handicap, age, sex, or marital status.

(d) The Tenant shall comply with all State, Federal and local laws, rules, and regulations in effect from time to time, prohibiting discrimination or segregation by reason of race, color, creed, religion, ancestry, national origin, handicap, age, sex, or marital status in the sale, lease, use, or occupancy of the Premises.

5.06 Survival. This Article V shall survive the expiration or early termination of this Ground Lease.

ARTICLE VI - CONVEYANCES, ASSIGNMENTS AND TRANSFERS

6.01 Consent. This Ground Lease shall be binding upon and inure to the benefit of the successors and assigns of the Landlord and the Tenant, except that other than as specifically set forth herein neither Landlord nor Tenant may assign or sublet its interest in this Ground Lease without the prior written consent of the Landlord, which shall not be unreasonably withheld or conditioned. Any attempted transfer without such consent shall be null and void. Any assignment is conditioned upon the written assumption of this Ground Lease by the assignee and the delivery to Landlord and Tenant of a copy of the assignment and assumption agreement. Any assignee shall, by the terms of such assignment and assumption agreement, be responsible for each and every covenant of the applicable assignor hereunder.

6.02 Prohibited Transfers. Landlord shall not make or permit any voluntary or involuntary total or partial sale, lease, assignment, conveyance, mortgage, pledge, encumbrance, or other transfer of any or all of the Property, or the occupancy or use thereof, except as otherwise set forth herein. Tenant agrees for itself and its successors and assigns in interest hereunder that it will not, other than in accordance with this Article VI: (1) assign this Ground Lease or any of its rights under this Ground Lease as to all or any portion of the Premises, or (2) make or permit any voluntary or involuntary total or partial sale, lease, assignment, conveyance, mortgage, pledge, encumbrance, or other transfer of any or all of the Premises, or the occupancy or use thereof, except as otherwise permitted in this Ground Lease (such exceptions to include but not be limited to (i) Permitted Encumbrances (as defined below), (ii) Permitted Leasehold Mortgages (as defined below), (iii) required extended use and rental regulatory agreements, (iv) residential leases, (v) any sale at foreclosure or by the execution of any judgment on any or all of Tenant's rights hereunder, or (vi) any transfer by operation of law), without first obtaining Landlord's express written consent thereto, which shall not be unreasonably withheld; provided, however, that Tenant may, upon reasonable prior notice to Landlord but without first obtaining Landlord's consent, make grants and easements for the establishment, operation and maintenance of public utilities and cable and satellite services.

6.03 Additional Restrictions on Transfers. In addition to the transfers described in Section 6.02, no transfer, conveyance, or assignment shall be made, without the prior written approval of Landlord, which approval shall not be unreasonably withheld, of: (1) any interest of a general partner of Tenant other than the interest of any such general partner controlled directly or indirectly by Landlord or its assigns (any such interest being referred to as a "Controlling Interest"); or (2) a controlling interest in any entity that has a Controlling Interest in the Tenant other than by reason of death or disability and if neither Mitch Rosenstein nor Oscar Sol remain in direct or indirect control of the Controlling Interest; or (3) except as permitted under the Tenant's Partnership Agreement (as it may be amended from time to time, the "Partnership Agreement"), prior to the payment in full of all equity contributions, any tax credit investor interest in the Tenant (each of such transfers, conveyances and assignments, together with the transfers described in Section 6.02, is hereafter referred to as a "Transfer"). Landlord agrees that it will not unreasonably withhold, delay, or condition a request by the Tenant for consent to an internal reorganization of the partnership structure of the Tenant or any of the partners of the Tenant. Notwithstanding anything herein to the contrary, Landlord consent shall not be required in connection with the removal or substitution of a general partner of Tenant made in accordance with the terms of the Tenant's Partnership Agreement.

6.04 No Remedy for Unauthorized Transfers. Any person to whom any Transfer is attempted without such consent shall have no claim, right, or remedy whatsoever hereunder against Landlord, and Landlord shall have no duty to recognize any person claiming under or through the same.

6.05 Permitted Transfers. Notwithstanding anything in this Ground Lease to the contrary, by its execution of this Ground Lease, the Landlord is deemed to have consented to any lease of a housing rental unit to a residential tenant.

6.06 Subsequent Assignment. The Landlord's consent to one conveyance, assignment, or transfer will not waive the requirement of its consent to any subsequent conveyance, assignment, or transfer.

6.07 Request for Consent. If the Tenant requests the Landlord's consent to a specific conveyance, assignment, or Transfer, the Tenant shall provide to the Landlord (a) the name and address of the proposed person or entity; (b) a copy of all proposed conveyance, assignment, or transfer instruments and other legal agreements involved in effecting a transfer; (c) satisfactory information about the nature, business, and business history of the proposed person or entity; (d) banking, financial, or other credit information, and references about the proposed person or entity sufficient to enable the Landlord to determine the financial responsibility and qualifications of the proposed person or entity; and (e) an instrument in writing satisfactory to the Landlord and in recordable form wherein the proposed transferee expressly assumes all of the obligations of the transferor.

6.08 Documentation of Assignment. Upon the granting of any consent by the Landlord with respect to a conveyance, assignment, or transfer by the Tenant, this Ground Lease shall be binding upon and inure to the benefit of the Landlord, the assignee, and their respective successors and permitted assigns.

6.09 Permitted Encumbrances and Leasehold Mortgages. Neither the Tenant nor any permitted successor in interest to the Premises or any part thereof shall, without the prior written consent of the Landlord in each instance, engage in any financing or any other transaction creating any encumbrance or lien upon the Premises, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Premises, except for the encumbrances set forth on Exhibit B hereto (Tenant and counsel will need to review and approve any documents to be referred to in Exhibit B) and development related easements and agreements (the "Permitted Encumbrances"); provided, however, that Tenant may, without the consent of Landlord, encumber its leasehold estate (but not the fee interest of the Landlord) with such institutional, private and governmental mortgages as may be required for the financing of the acquisition of the leasehold estate, the construction of the Improvements and permanent financing of the Project (such leasehold mortgages, as they may be amended, restated and/or assigned, and including refinancings thereof the "Permitted Leasehold Mortgages"). With respect to the Permitted Leasehold Mortgages and, where expressly provided in this Section 6.09, Tenant's limited partner, the following provisions shall apply:

(a) When giving notice to the Tenant with respect to any provisions of this Ground Lease, the Landlord will also send a copy of such notice to Tenant's limited partner and the holder of each Permitted Leasehold Mortgage (each, a "Permitted Leasehold Mortgagee"), provided that each such Permitted Leasehold Mortgagee shall have delivered to the Landlord in writing a notice naming itself as the holder of a Permitted Leasehold Mortgage and registering the name and post office address to which all notices and other communications to it may be addressed.

(b) Each Permitted Leasehold Mortgagee and Tenant's limited partner shall be permitted, but not obligated, to cure any default by the Tenant under this Ground Lease within the same period of time specified for the Tenant to cure such default, or such longer time as is permitted in this Section below. The Tenant authorizes Tenant's limited partner and each

01149392 v2
0105-0101

Permitted Leasehold Mortgagee to take any such action at such party's option and does hereby authorize entry upon the Premises for such purpose.

(c) The Landlord agrees to accept payment or performance by Tenant's limited partner and/or any Permitted Leasehold Mortgagee as though the same had been done by the Tenant.

(d) In the case of a default by the Tenant in the payment of money, each Permitted Leasehold Mortgagee and Tenant's limited partner shall have the right, but not the obligation, to cure such default within thirty (30) days following receipt by the Permitted Leasehold Mortgagee of notice from the Landlord of such default. In the case of a default by the Tenant other than in the payment of money, and provided that a Permitted Leasehold Mortgagee or Tenant's limited partner has commenced to cure the default and is proceeding with due diligence to cure the default, the Landlord will refrain from terminating this Ground Lease for a reasonable period of time (not to exceed 120 days from the date of the notice of default, unless (i) such cure cannot reasonably be completed within 120 days from the date of the notice of default, and (ii) a Permitted Leasehold Mortgagee or Tenant's limited partner continues to diligently pursue such cure to the reasonable satisfaction of the Landlord) within which time the Permitted Leasehold Mortgagee may either (i) obtain possession of the Premises (including possession by receiver); (ii) institute foreclosure proceedings and complete such foreclosure; (iii) otherwise acquire the Tenant's interest under this Ground Lease; or (iv) in the case of Tenant's limited partner, exercise any applicable right or remedy under the Tenant's Partnership Agreement including, without limitation, removal and replacement of Tenant's general partner. The Permitted Leasehold Mortgagee or Tenant's limited partner, as applicable, shall not be required to continue such possession or continue such foreclosure proceedings if the default which was the subject of the notice shall have been cured. Notwithstanding the foregoing, the Landlord will refrain from terminating this Ground Lease in the event such Permitted Leasehold Mortgagee is enjoined or stayed in such possession or such foreclosure proceedings, and provided that the Permitted Leasehold Mortgagee has delivered to Landlord copies of any and all orders enjoining or staying such action, Landlord will grant such Permitted Leasehold Mortgagee such additional time as is required for such Permitted Leasehold Mortgagee to complete steps to acquire or sell Tenant's leasehold estate and interest in this Ground Lease by foreclosure of its Permitted Leasehold Mortgage or by other appropriate means with due diligence; however, nothing in this Section 6.09(d) shall be construed to extend this Ground Lease beyond the term.

(e) Any Permitted Leasehold Mortgagee or other acquirer of Tenant's leasehold estate and interest in this Ground Lease pursuant to foreclosure, an assignment in lieu of foreclosure or other proceedings, any of which are permitted without the Landlord's consent, may, upon acquiring the Tenant's leasehold estate and interest in this Ground Lease, without further consent of the Landlord, sell and assign the leasehold estate and interest in this Ground Lease on such terms and to such persons and organizations as are acceptable to such Permitted Leasehold Mortgagee or acquirer and thereafter be relieved of all obligations under this Ground Lease, provided such assignee has delivered to the Landlord its written agreement to be bound by all of the provisions of this Ground Lease. Each Permitted Leasehold Mortgage and its subsequent assigns shall only be liable for acts or omissions of the Tenant taking place during the period in which it had record title to the leasehold interest. The liability of the Permitted Leasehold Mortgagee and its assigns to the Landlord shall be limited to the value of their respective interests

97149392 v2
43105-0001

in the leasehold interest and this Ground Lease. In addition, any foreclosing Permitted Leasehold Mortgagee and any purchaser at a foreclosure sale or transferee that receives an assignment in lieu of a foreclosure will be automatically released from liability for acts or omissions of the Tenant taking place during the period in which it had record title to the leasehold interest.

(f) In the event of a termination of this Ground Lease prior to its stated expiration date, the Landlord will enter into a new lease for the Premises with the Permitted Leasehold Mortgagee (or its nominee), for the remainder of the term, effective as of the date of such termination, at the same rent and subject to the same covenants and agreements, terms, provisions, and limitations herein contained, provided that:

(i) The Landlord receives the Permitted Leasehold Mortgagee's written request for such new lease within 30 days from the date of such termination and notice thereof by the Landlord to the Permitted Leasehold Mortgagee (including an itemization of amounts then due and owing to the Landlord under this Ground Lease), and such written request is accompanied by payment to the Landlord of all amounts then due and owing to Landlord under this Ground Lease and, within 10 days after the delivery of an accounting therefor by the Landlord, pays any and all costs and expenses, including reasonable counsel fees, court costs, and disbursements made by the Landlord in connection with any such default and termination as well as in connection with the execution and delivery of the new lease, less the net income collected by the Landlord from the Premises subsequent to the date of termination of this Ground Lease and prior to the execution and delivery of the new lease, any excess of such net income over the aforesaid sums and expenses to be applied in payment of the rent thereafter becoming due under the new lease, provided, however, that the Permitted Leasehold Mortgagee shall receive full credit for all rent payments previously delivered by the Tenant to the Landlord; and

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

(iii) Except as otherwise provided in Section 6.09(f), any liability of the Permitted Leasehold Mortgagee and its assigns to the Landlord are limited to the value of their respective interests in the leasehold interest and this Ground Lease.

Notwithstanding the foregoing and to the extent permitted by Section 42 of the Code, any deadline to complete construction of the Improvements shall be extended for such period of time as may be reasonably required by the Permitted Leasehold Mortgagee or its nominee to complete construction. If at the time of termination of this Ground Lease prior to its stated expiration date there exists more than one Permitted Leasehold Mortgagee, then references to the "Permitted Leasehold Mortgagee" in this subsection (f) shall apply to the Permitted Leasehold Mortgagees as their rights may appear.

6.10 Estoppel Certificates. Each party hereto shall, at any time and from time to time within 10 days after being requested to do so by the other party, the Tenant's limited partner and/or any Permitted Leasehold Mortgagee in writing, execute, acknowledge, and address and deliver to the requesting party not more than twice per calendar year (or, at the latter's request, to any existing

or prospective Permitted Leasehold Mortgagee, transferee or other assignee of the requesting party's interest in the Premises or under this Ground Lease which acquires such interest in accordance with this Ground Lease) a certificate in recordable form:

(a) Certifying (i) that this Ground Lease is unmodified and in full force and effect (or, if there has been any modification thereof, that it is in full force and effect as so modified, stating therein the nature of such modification); (ii) that Tenant has accepted possession of the Premises, and the date on which the Term commenced; (iii) as to the dates to which any rent and other charges arising hereunder have been paid; (iv) as to the amount of any prepaid rent or any credit due to Tenant hereunder; (v) as to whether, to the best of such party's knowledge, information and belief, the requesting party is then in default in performing any of its obligations hereunder (and, if so, specifying the nature of each such default); and (vi) as to any other fact or condition reasonably requested by the requesting party; and

(b) Acknowledging and agreeing that any statement contained in such certificate may be relied upon by the requesting party and any such other addressee.

6.11 No Subordinating Landlord's Fee. In no event shall Landlord subordinate its fee estate in the Premises to the lien of any mortgage held by a Permitted Leasehold Mortgagee.

6.12 Recognition Agreement. Landlord agrees to enter into a commercially reasonable lease recognition, nondisturbance and attornment agreement (a "Recognition Agreement") with each and every owner or holder of a Permitted Leasehold Mortgage in order to confirm the interests of the Tenant under this Lease and the lien of the Permitted Leasehold Mortgagee on Tenant's leasehold interest in the Premises and such other matters reasonably required by the Permitted Leasehold Mortgagee.

ARTICLE VII - MAINTENANCE AND REPAIR

7.01 Tenant's Obligations. The Tenant will, at its sole cost and expense, maintain the Premises and make repairs, restorations, and replacements to the Improvements, including without limitation the landscaping; heating, ventilating, air conditioning, mechanical, electrical, elevator, and plumbing systems and other systems for the furnishing of utilities or services to the Premises, structural roof, walls, and foundations; and the fixtures and appurtenances as and when needed to preserve them in good working order and condition, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or non-capital, or the fault or not the fault of the Tenant, its agents, employees, invitees, visitors, and contractors. All such repairs, restorations, and replacements will be in quality and class equal to or better than the original work or installations.

7.02 Limited Obligation of the Landlord. Except for maintenance and repairs caused by residents, clients, contractors, employees or vendors of Landlord's Other Property, which shall be the cost and obligation of the Landlord, and except for such costs of maintenance and repair of the parking garage as may be agreed by Landlord in good faith to be shared by Landlord, the Landlord shall not be required to perform or to pay for any maintenance, or make or pay for any

01149332 v2
0105-0001

repairs, replacements or improvements of any kind whatsoever to the Premises or any part thereof during the term of this Ground Lease, regardless of the cause necessitating any such maintenance, repairs, replacements, or improvements, in recognition that this Ground Lease shall be net in all respects to the Landlord. The Tenant expressly waives the right to make repairs at the expense of the Landlord as may be provided in any statute, law, or ordinance in effect as of the Effective Date.

ARTICLE VIII - ALTERATIONS

8.01 Consent Required. Following completion of construction of the Improvements, the Tenant may not make any alterations, additions, or improvements to the Premises (i) the cost of which is in excess of \$100,000 for any one item or \$500,000 in the aggregate and (ii) materially changes the use or exterior appearance of the Improvements, without the Landlord's prior written consent, which consent shall not be unreasonably withheld.

8.02 No Liens. The Tenant shall not have any right, authority, or power to bind the Landlord, the Premises or any other interest of the Landlord in the Premises and will pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the Premises, for any claim for labor or material or for any other charge or expense, lien or security interest incurred in connection with the development, construction or operation of the Improvements or any change, alteration or addition thereto. The Tenant shall not permit to remain any encumbrances on the Improvements, or any mechanics or vendor liens or judgments encumbering the Premises, except the Permitted Leasehold Mortgages and other encumbrances approved by Landlord in its reasonable discretion. The Tenant shall comply with all laws which provide for the waiver of liens which may arise under any contract for labor or materials for the Improvements and the Tenant shall cause no lien agreements to be executed and filed of record before any work is commenced upon the Premises. NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES, OR MATERIALS FURNISHED OR TO BE FURNISHED TO THE TENANT OR TO ANYONE HOLDING ANY OF THE PREMISES THROUGH OR UNDER THE TENANT, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES, OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF THE LANDLORD IN AND TO ANY OF THE PREMISES. PURSUANT TO FLORIDA STATUTES SECTION 713.10(2)(a) THE TENANT HEREBY ACKNOWLEDGES RECEIPT OF NOTICE THAT THE INTEREST OF THE LANDLORD IN THE PREMISES SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY THE TENANT. THE TENANT FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF FLORIDA STATUTES SECTION 713.10(2)(a) STATE THAT THE TENANT SHALL NOTIFY ANY CONTRACTOR MAKING ANY SUCH IMPROVEMENTS, AND THAT THE KNOWING OR WILLFUL FAILURE OF THE TENANT TO PROVIDE SUCH NOTICE TO ITS CONTRACTOR SHALL RENDER THE CONTRACT BETWEEN THE TENANT AND ITS CONTRACTOR VOIDABLE AT THE OPTION OF THE CONTRACTOR. THE LANDLORD SHALL BE PERMITTED TO POST ANY NOTICES ON THE PREMISES REGARDING SUCH NON-LIABILITY OF THE LANDLORD.

ARTICLE IX - SURRENDER

9.01 Expiration of Term. At the end of this Ground Lease (whether upon the expiration date or sooner termination), the Tenant will surrender the Premises. The Tenant may not remove

87149392 v2
43105-0001

from the Premises any fixtures, equipment, or furniture without the approval of the Landlord except in the ordinary course of business and for replacements or repair. Notwithstanding the foregoing, if the Tenant is not in default on the expiration date or sooner termination of this Ground Lease, the Tenant may remove any fixtures, equipment, or movable furniture belonging to the Tenant located on the Premises. The Tenant expressly waives to the Landlord the benefit of any law now in force or hereafter adopted requiring notice to vacate the Premises at the end of the express term of this Ground Lease or at the end of any subsequent term for which this Ground Lease may be renewed, and the Tenant covenants and agrees to give up quiet and peaceful possession and to surrender the Premises and appurtenances upon expiration of the term or earlier termination of this Ground Lease without further notice from the Landlord. The Tenant acknowledges and agrees that upon the expiration or sooner termination of this Ground Lease any and all rights and interests it may have either at law or in equity to the Premises shall immediately cease.

ARTICLE X - CASUALTY; CONDEMNATION

10.01 Damage or Destruction. The Tenant shall give prompt written notice to the Landlord after the occurrence of any fire, earthquake, act of God, or other casualty to or in connection with the Premises or any portion thereof (each a "Casualty"). Except as otherwise agreed to by the Landlord and subject to the provisions of the Permitted Leasehold Mortgages, if during the term of this Ground Lease, the Premises shall be damaged or destroyed by Casualty, and all Permitted Leasehold Mortgagees shall have consented to release the Net Proceeds to Tenant (if consent of a Permitted Leasehold Mortgagee is required under its Permitted Leasehold Mortgage), the Tenant shall repair or restore the Premises as nearly as possible to the condition the Premises were in immediately prior thereto, subject to available sources for such restoration. Notwithstanding anything to the contrary herein, Landlord's consent shall not be required to release Net Proceeds if the requirements for Restoration as set forth in Section 4.04 are satisfied. Upon the occurrence of any such Casualty, the Tenant, promptly and with all due diligence, shall apply for and collect all applicable insurance proceeds recoverable with respect to such Casualty.

10.02 Condemnation.

(a) Taking. If, by exercise of the right of eminent domain or by conveyance made in response to the threat of the exercise of such right (in either case a "Taking"), all of the Premises are taken, or if so much of the Premises are taken that the Tenant believes the Premises cannot be used by the Tenant for the purposes for which they were used immediately before the Taking, then this Ground Lease shall terminate on the earlier of the vesting of title to the Premises in the condemning authority, or the taking of possession of the Premises by the condemning authority.

(b) Condemnation Award. Subject to the terms of the Permitted Leasehold Mortgages, the Landlord and the Tenant agree that, in the event of a Taking that does not result in the termination of this Ground Lease pursuant to subsection (a) above, this Ground Lease shall continue in effect as to the remainder of the Premises, and the net amounts owed or paid to the Landlord or pursuant to any agreement with any condemning authority which has been made in settlement of any proceeding relating to a Taking, less any costs and expenses incurred by the Landlord in collecting such award or payment (the "Net Condemnation Award") will be disbursed in accordance with subsection (d) below to the Landlord and/or Tenant. The Tenant,

01499912 v2
01054001

Tenant's limited partner and each Permitted Leasehold Mortgagee shall have the right to participate in negotiations of and to approve any such settlement with a condemning authority (which approval shall not be unreasonably withheld) and Landlord agrees not to consent to a condemnation settlement (if Landlord's consent is requested) without first receiving the prior written consent of Tenant, Tenant's limited partner and each Permitted Leasehold Mortgagee (to the extent their consent is required). Tenant shall not be required to perform obligations hereunder to the extent Tenant is prevented from performing as a result of the Taking.

(c) Temporary Taking. If there shall be a temporary Taking with respect to all or any part of the Premises or of the Tenant's interest in this Ground Lease, then the term shall not be reduced and the Tenant shall continue to pay in full all rents, impositions and other charges required herein, without reduction or abatement thereof at the times herein specified; provided that the Tenant shall not be required to perform such obligations that the Tenant is prevented from performing by reason of such temporary Taking.

(d) Subject to the terms of the Permitted Leasehold Mortgages, if there is a complete or partial Taking, the Tenant shall be entitled to receive and retain the Net Condemnation Award.

(e) Subject to the terms of the Permitted Leasehold Mortgages, notwithstanding any provision herein to the contrary, the Tenant shall be entitled to receive and retain any portion of the Net Condemnation Award apportioned solely to the land upon which the Improvements are located.

ARTICLE XI - QUIET ENJOYMENT

11.01 Quiet Enjoyment. So long as the Tenant is not in default hereunder beyond any grace or cure period applicable thereto, the Tenant's possession of the Premises will not be disturbed by the Landlord, its successors and assigns.

11.02 Landlord's Right of Inspection. Notwithstanding Section 11.01 above, the Landlord, in person or through its agents, upon reasonable prior notice to the Tenant, shall have the right to enter upon the Premises for purposes of reasonable inspections performed during reasonable business hours in order to assure compliance by the Tenant with its obligations under this Ground Lease.

ARTICLE XII - DEFAULT; REMEDIES

12.01 Landlord's Right to Perform.

(a) Landlord's Option. If the Tenant fails to pay when due amounts payable under this Ground Lease or to perform any of its other obligations under this Ground Lease within the time permitted for its performance, then the Landlord, after 10 days' prior written notice to the Tenant and Tenant's limited partner without waiving any of its rights under this Ground Lease, may (but will not be required to) pay such amount or perform such obligation.

(b) **Additional Rent.** All amounts so paid by the Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such obligations will be payable by the Tenant to the Landlord on demand and shall constitute "Additional Rent".

12.02 Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" by the Tenant:

(a) The Tenant defaults in the due and punctual payment of the Annual Rent and/or any other rent (including without limitation Additional Rent), and such default continues for 30 days after written notice from the Landlord;

(b) The Tenant vacates or abandons the Premises or any substantial part thereof for a period of more than 90 consecutive days, for causes other than force majeure or other events outside Tenant's control;

(c) The Tenant makes any sale, conveyance, assignment or transfer in violation of this Ground Lease;

(d) The Tenant violates, breaches or fails to comply with any of the other material agreements, terms, covenants, or conditions which this Ground Lease requires the Tenant to perform, and such violation, breach or failure continues for a period of 30 days after notice by Landlord to the Tenant; provided that if the nature of the breach is such that it cannot be cured by the Tenant within the period of 30 days, the Tenant shall not be deemed in default of this Ground Lease if the Tenant commences the curing of such default within such period of 30 days and prosecutes in good faith the curing of same continuously thereafter until the same is, in fact, cured;

(e) The Tenant shall file a voluntary petition in bankruptcy or a voluntary petition seeking reorganization or to effect a plan or an arrangement with or for the benefit of the Tenant's creditors;

(f) The Tenant shall apply for or consent to the appointment of a receiver, trustee, or conservator for any portion of the Tenant's property or such appointment shall be made without the Tenant's consent and shall not be removed within 90 days; or

Notwithstanding anything herein to the contrary, for so long as Landlord is affiliated with a general partner of Tenant, any act or omission of Tenant that would otherwise be deemed to be an Event of Default hereunder and that is attributable to an act or omission of such general partner affiliated with Landlord shall not constitute an Event of Default.

12.03 Limited Partner Notice and Right to Cure. Landlord agrees to provide Tenant's limited partner with a copy of each default notice sent by Landlord to Tenant hereunder. Landlord further agrees to accept a cure made by Tenant's limited partner on Tenant's behalf of any default hereunder provided such cure meets any requirements of this Ground Lease applicable thereto.

12.04 Remedy. Subject to Section 14.21, if any one or more Events of Default set forth in Section 12.02 occurs, then the Landlord may terminate this Ground Lease by written notice to the Tenant of its intention to terminate this Ground Lease on the date of such notice or on any later date specified in such notice, and, on the date specified in such notice, the Tenant's right to

07140392 v2
0105-001

possession of the Premises will cease and the estate conveyed by this Ground Lease shall revert in the Landlord; provided that such reversion of the estate and the reentry by the Landlord shall be subject to and limited by, and shall not defeat, render invalid or limit in any way the lien of any Permitted Leasehold Mortgage, and the provisions of Section 6.09. Landlord acknowledges that the prior written consent of Tenant's limited partner and any Permitted Leasehold Mortgagee is required in connection with any termination of this Ground Lease by Tenant prior to its expiration.

12.05 Tenant's Remedy. In the event the Landlord breaches the terms hereof at any time up to and including the Closing Date, the Tenant shall have the right to file suit and seek a remedy of specific performance to enforce its rights.

ARTICLE XIII – TITLE; APPROVALS

13.01 Title Matters. Tenant shall have the right to order a title insurance commitment on the Premises, within the ninety (90) days following the Effective Date. In the event the title insurance commitment shall reflect encumbrances or other conditions not acceptable to Tenant ("Defects"), then, Landlord, upon notification of the Defects, shall immediately and diligently proceed to cure same and shall have a reasonable time within which to cure the Defects. If, after the exercise of all reasonable diligence, Landlord is unable to clear the Defects, then Tenant may accept the Defects or Tenant may terminate the Lease and the parties shall be released from further liability.

13.02 Approvals. Landlord shall cooperate with Tenant to help Tenant obtain all necessary licenses, permits, and inspections required to operate the Project on the Property, provided that the costs of obtaining such licenses, permits and inspection shall be paid by Tenant. Landlord shall arrange for pro bono legal services relating to the zoning of the Property. All other land use and permitting expenses, including third-party invoices from contractors, architects and engineers, shall be the responsibility of the Tenant.

ARTICLE XIV MISCELLANEOUS

14.01 No Brokers. Neither the Landlord nor the Tenant has dealt with any broker or finder with regard to the Premises or this Ground Lease. Both the Landlord and the Tenant will indemnify, defend, and hold the other harmless from and against any loss, liability and expense (including attorneys' fees and court costs) arising out of claims for fees or commissions in connection with this Ground Lease.

14.02 Access. Tenant agrees, upon reasonable prior notice, to grant a right of access to the Landlord or any of its authorized representatives, with respect to any books, documents, papers, or other records related to this Ground Lease in order to make audits, examinations, excerpts, and transcripts. Landlord or its duly appointed agents shall have the right, at all reasonable times upon the furnishing of reasonable notice under the circumstances (except in an emergency, when no notice shall be necessary other than at least 24 hours notice to tenants with respect to entering into occupied units), to enter upon the Premises to examine and inspect the Project, subject to the rights of residents under their residential leases. Tenant hereby covenants to execute, acknowledge and deliver all such further documents and do all such other acts and things necessary to grant to Landlord such right of entry.

#7149352 v2
03103-0001

14.03 Recordation. The Landlord and the Tenant shall record a Memorandum of Ground Lease in the appropriate office of public record of Broward County. At the expiration or earlier termination of this Ground Lease, the Tenant shall execute a quit claim termination of its interest in this Ground Lease.

14.04 Time of Essence. Time is of the essence of each and every provision of this Ground Lease.

14.05 No Waiver. No waiver of any condition or agreement in this Ground Lease by either the Landlord or the Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by the Landlord or the Landlord's agents during the term of this Ground Lease will be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender will be valid unless in writing signed by the Landlord. No payment by the Tenant, nor receipt from the Landlord, of a lesser amount than the rent or other charges stipulated in this Ground Lease will be deemed to be anything other than a payment on account of the earliest stipulated rent. No endorsement or statement on any check, or any letter accompanying any check or payment of a rent payment, will be deemed an accord and satisfaction. The Landlord will accept such check for payment without prejudice to the Landlord's right to recover the balance of such rent payment or to pursue any other remedy available to the Landlord. If this Ground Lease is assigned, or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the rent reserved in this Ground Lease. No such collection will be deemed a waiver of the covenant in this Ground Lease against assignment and subletting, or the acceptance of the assignee, subtenant, or occupant as the Tenant, or a release of the Tenant from the complete performance by the Tenant of its covenants in this Ground Lease.

14.06 Joint and Several Liability. If the Tenant is composed of more than one signatory to this Ground Lease, each signatory lessee will be jointly and severally liable with each other signatory for payment and performance according to this Ground Lease.

14.07 Captions, Exhibits, Gender, Etc. The captions inserted in this Ground Lease are only for convenience of reference and do not define, limit, or describe the scope or intent of any provisions of this Ground Lease. The Exhibits to this Ground Lease are incorporated into the Ground Lease. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another.

14.08 Entire Agreement. This Ground Lease and Exhibits hereto contain the entire agreement between the Landlord and the Tenant with respect to its subject matter and may be amended only by subsequent written agreement between them. Except for those that are specifically set forth in this Ground Lease, the Landlord or the Tenant has made no representations, warranties, or agreements to one another with respect to this Ground Lease.

14.09 Amendment. This Ground Lease may be amended only by a written document signed by the Landlord and the Tenant, with the written consent of the limited partner of the Tenant and each Permitted Leasehold Mortgagee. No amendment shall impair the obligations of the Tenant to develop and operate the project in accordance all applicable requirements. Landlord and

07149392 v2
43165-0001

Tenant will use reasonable efforts and negotiate in good faith any amendments requested by the Tenant's tax credit investor and any amendments requested by a Permitted Leasehold Mortgagee.

14.10 Severability. If any provision of this Ground Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Ground Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as a part of this Ground Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

14.11 Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Ground Lease shall be in writing and shall be given by either (a) hand-delivery, (b) first class, certified or registered mail return receipt requested (postage prepaid), (c) reliable overnight commercial courier, or (d) telecopy or other means of electronic transmission, if confirmed promptly by any of the methods specified in clauses (a), (b) and (c) of this sentence to the other party at its address set forth below. Notice by telecopy or other means of electronic transmission shall be deemed to have been given and received when sent. Notice by overnight courier service shall be deemed to have been given and received upon delivery. Notice to any Permitted Leasehold Mortgagee shall be sent to the address or number designated for such Permitted Leasehold Mortgagee in the applicable Permitted Leasehold Mortgage provided to the Landlord and the Tenant by such Permitted Leasehold Mortgage. A party may change its notice address by giving written notice to the other parties as specified herein.

If to the Landlord:

Broward Partnership for the Homeless, Inc.
920 NW 7th Avenue
Fort Lauderdale, FL 33311
Attn: Fran Esposito
Phone: (954) 779-1693
e-mail: fesposito@bphi.org

With a copy to:

Stearns Weaver Miller Weissler Alhadeff &
Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130
Attn: Brian McDonough
Phone: (305) 789-3350
e-mail: bmcDonough@stearnsweaver.com

If to the Tenant:

Seven on Seventh, Ltd.
100 SE 3rd Avenue
Fort Lauderdale, FL 33394
Attn: Mitchell Rosenstein
Phone: (954) 507-6220
e-mail: mrosenstein@greenmillsgroup.com

With a copy to:

Nelson Mullins Broad and Cassel
390 North Orange Avenue, Suite 1400
Orlando, FL 32801
Attn: Randall Alligood
Phone: (407) 839-4202
E-mail: randy.alligood@nelsonmullins.com

14.12 Attorneys' Fees. If the Landlord and the Tenant litigate any provision of this Ground Lease or the subject matter of this Ground Lease, the unsuccessful litigant will pay the successful litigant all reasonable attorneys' fees and court costs incurred by it in connection with such litigation.

0149392 v2
0165 001

14.13 WAIVER OF JURY TRIAL. The Landlord and the Tenant hereby WAIVE TRIAL BY JURY in any action, proceeding, or counterclaim brought by either of them against the other on all matters arising out of this Ground Lease or the use and occupancy of the Premises.

14.14 Governing Law. This Ground Lease shall be governed by the law and construed in accordance with the laws of the State of Florida, without regard to principles of conflict of laws.

14.15 Binding Effect. This Ground Lease will inure to the benefit of, and will be binding upon, the Landlord's successors and assigns except as otherwise provided in this Ground Lease. This Ground Lease will inure to the benefit of, and will be binding upon, the Tenant's successors and assigns so long as the succession or assignment is permitted pursuant to the terms of this Ground Lease.

14.16 Effect of Exhibits. Each and every exhibit referred to or otherwise mentioned in this Ground Lease is attached to this Ground Lease and shall be construed to be made a part of this Ground Lease by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full at length every time it is referred to and otherwise mentioned.

14.17 Cumulative Rights. Except as expressly limited by the terms of this Ground Lease, all rights, powers, and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

14.18 Relationship of Parties, Limited Third Party Beneficiary. The parties hereto expressly declare that, in connection with the activities and operations contemplated by this Ground Lease, they are neither partners nor joint venturers, nor does a principal-agent relationship exist between them. Notwithstanding anything to the contrary set forth elsewhere in this Ground Lease, the limited partner of the Tenant and the Permitted Leasehold Mortgagees shall be deemed a third-party beneficiary with respect to all notice, cure, default, modification, amendment, casualty, and condemnation provisions herein to the extent such provisions expressly apply to such parties.

14.19 Non-Merger. Except upon expiration of the term or upon termination of this Ground Lease pursuant to an express right of termination set forth herein, there shall be no merger of either this Ground Lease or the Tenant's estate created hereunder with the fee estate of the Premises or any part thereof by reason of the fact that the same person may acquire, own or hold, directly or indirectly, (a) this Ground Lease, the Tenant's estate created hereunder or any interest in this Ground Lease or the Tenant's estate (including the Improvements), and (b) the fee estate in the Premises or any part thereof or any interest in such fee estate (including the Improvements), unless and until all persons, including any assignee of the Landlord, having an interest in (i) this Ground Lease or the Tenant's estate created hereunder, and (ii) the fee estate in the Premises or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

14.20 Counterparts. This Ground Lease may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

37149393 v2
43165-0001

14.21 Termination During Compliance Period. Prior to the expiration of the 15-year tax credit compliance period applicable to the Improvements, Landlord agrees that it will take no action to effect a termination of this Ground Lease by reason of any Event of Default. Nothing herein shall preclude Landlord from seeking any other rights or remedies available to it under this Ground Lease with respect to such Event of Default.

14.22 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

14.23 Approval of Use Restriction/Additional Development Related Documents and Amendments. Subject to Landlord's prior review and approval, which shall not be unreasonably withheld, Landlord consents to the filing of an Extended Low-Income Housing Agreement and any other similar documents or instruments against the Premises as may be necessary or desirable in connection with the low-income housing tax credits or other financing which Tenant will seek to obtain; provided, however, that any such use restrictions will not be filed or recorded as encumbrances against the Premises prior to the Closing Date. Further, Landlord and Tenant agree to negotiate in good faith and use reasonable efforts to enter into easements and other agreements as may be reasonably necessary for the development and operation of the Improvements and the continued operation of Landlord's facility on Landlord's Other Property, including amendments to any of the foregoing or to the County Covenants if so required by Tenant's limited partner or a Permitted Leasehold Mortgagee.

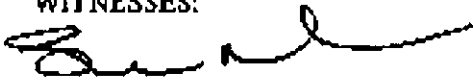
[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE
TO GROUND LEASE**

IN WITNESS WHEREOF, the parties have executed this Ground Lease as of the date and year first above written.

Signed, sealed, and delivered in the presence of:

WITNESSES:



(Signature)


SEN MARSHALL
(Printed Name)



(Signature)

Yarmin Onghengco
(Printed Name)

WITNESSES:



(Signature)

Oscar Sol
(Printed Name)

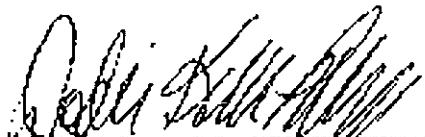


(Signature)

Diana Mansur
(Printed Name)

LANDLORD:

BROWARD PARTNERSHIP FOR THE HOMELESS, INC., a Florida not-for-profit corporation

By: 

Name: Audie Keith-Lozbuck
Title: Chairman

TENANT:

SEVEN ON SEVENTH, Ltd., a Florida limited partnership

By: **GM Seven on Seventh GP, LLC**, its managing general partner

By: **Green Mills Holdings, LLC**, its manager

By: 

Name: Mitchell Rosenstein
Title: Manager

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

ALL OF LOTS 19 THROUGH 23, OF BLOCK 204, OF PROGRESSO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

TOGETHER WITH:
LOTS 26 THROUGH 30, OF SAID BLOCK 204, OF PROGRESSO, LESS THE WEST 15 FEET THEREOF;

TOGETHER WITH:
LOT 24, OF SAID BLOCK 204, OF PROGRESSO, LESS THE SOUTH 5 FEET THEREOF;

TOGETHER WITH:
LOT 25, OF SAID BLOCK 204, OF PROGRESSO, LESS THE SOUTH 5 FEET AND THE WEST 15 FEET THEREOF;

TOGETHER WITH:
THE SOUTH 15 FEET OF LOT 18, OF SAID BLOCK 204, OF PROGRESSO;

TOGETHER WITH:
THE SOUTH 15 FEET OF LOT 31, OF SAID BLOCK 204, OF PROGRESSO, LESS THE WEST 15 FEET THEREOF;

TOGETHER WITH:
THE 7.5 FOOT PLAT RESERVATION ALONG THE REAR OF ALL OF SAID LOTS FOR ALLEY PURPOSES, AS VACATED BY CITY OF FORT LAUDERDALE ORDINANCE NUMBER C-18-44.

LESS THAT PORTION OF ADDITIONAL RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORD BOOK 28819, PAGE 1096 THROUGH 1098, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 40,488 SQUARE FEET (0.929 ACRES), MORE OR LESS.

EXHIBIT B
PERMITTED ENCUMBRANCES

Such exceptions to title as are set forth in Schedule B - Section 2 of the title commitment to be obtained pursuant to Section 13.01, and are acceptable to Tenant, in its sole and absolute discretion, or as to which Tenant has waived any obligation for Landlord to cure, as provided in Section 13.01 of this Lease.

#2149392 v2
43105-0001

THIS INSTRUMENT WAS PREPARED BY
AND PLEASE RETURN TO:
MELISSA H. VAN SICKLE
NELSON MULLINS BROAD AND CASSEL
215 S. MONROE STREET, SUITE 400
TALLAHASSEE, FL 32301

MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE

THIS MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE is made effective as of the 25th day of June, 2021, between BROWARD PARTNERSHIP FOR THE HOMELESS, INC., a Florida not-for-profit corporation ("Landlord") and SEVEN ON SEVENTH, LTD., a Florida limited partnership ("Tenant").

WHEREAS, Landlord is leasing to Tenant the property more particularly described in Exhibit A attached hereto (the "Land"), pursuant to that certain Ground lease dated as of February 1, 2019, as amended by that First Amendment to Ground Lease of even date herewith, as may be further amended from time to time (the "Lease"); which Lease is incorporated herein by reference; and

WHEREAS, the conditions in Section 1.01 of the Lease have been met to achieve the Closing Date; and

WHEREAS, the Lease is presently effective and ends ninety-nine (99) years after the Closing Date (as defined in the Ground Lease), subject to the terms of the Lease, and

WHEREAS, during the term of the Lease, Tenant shall be the owner of certain buildings, structures and other improvements located and to be located in the future on the Land (the "Improvements"), and

WHEREAS, the Lease sets forth certain rights and obligations of the parties with respect to the Land and the Improvements; and

WHEREAS, Landlord and Tenant by their signatures below do hereby agree that the foregoing accurately describes the Lease entered into by them.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Memorandum of First Amendment to Ground Lease to be executed by their respective duly authorized officers the day and year first above written.

WITNESSES:

Barbara Krogman
Print Name: Barbara Krogman
Calvin McKewen
Print Name: Calvin McKewen

TENANT:

SEVEN ON SEVENTH, LTD., a Florida limited partnership

By: GM Seven on Seventh GP, LLC, a Florida limited liability company, its Managing General Partner

By: Green Mills Holdings, LLC, a Florida limited liability company, its Manager

By: Mitchell
Mitchell Rosenstein, Manager

Date: 6/25/2021

STATE OF FLORIDA)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 17 day of April, 2021, by Mitchell Rosenstein, as Manager of Green Mills Holdings, LLC, the Manager of GM Seven on Seventh GP, LLC, as Managing General Partner of Seven on Seventh, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me or has produced _____ as identification.



Diana Manser
Comm. #HH071767
Expires: Dec. 13, 2024
Bonded thru Amera Notary

Diana Manser
Signature of Notary Public
State of Florida
Print Name: _____
Registration No. _____
Commission Expiration: _____

[NOTARY SEAL]

[LANDLORD'S SIGNATURE APPEARS ON THE FOLLOWING PAGE]

[LANDLORD'S SIGNATURE PAGE TO MEMORANDUM OF GROUND LEASE]

WITNESSES:

Sam Campbell
Print Name: Sam Campbell
Nick Green
Print Name: Nick Green

LANDLORD:

BROWARD PARTNERSHIP FOR THE HOMELESS, INC., a Florida not-for-profit corporation

By: Frances M. Esposito
Frances M. Esposito, CEO

Date: 6.30.2021

STATE OF FLORIDA)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 30th day of June, 2021, by Frances M. Esposito, as CEO, of the Broward Partnership for the Homeless, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Laura J. Turk
Signature of Notary Public
State of Florida
Print Name: Laura J. Turk
Registration No. 44150
Commission Expiration: 9.27.2024

[NOTARY SEAL]

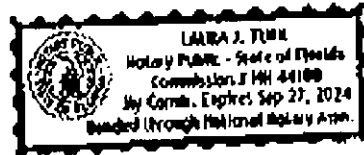


EXHIBIT "A"

Legal Description

The land referred to herein below is situated in the County of Broward, State of Florida, and described as follows:

All of Lots 19 through 23, of Block 204, of Progresso, according to the Plat thereof as recorded in Plat Book 2, Page 18, of the Public Records of Dade County, Florida.

Together with:

Lots 26 through 30, of said Block 204, of Progresso, Less the West 15 feet thereof;

Together with:

Lot 24, of said Block 204, of Progresso, Less the South 5 feet;

Together with:

Lot 25, of said Block 204, of Progresso, Less the South 5 feet and the West 15 feet thereof;

Together with:

The South 15 feet of Lot 18, of said Block 204, of Progresso;

Together with:

The South 15 feet of Lot 31 of said Block 204, of Progresso, Less the West 15 feet thereof;

Together with:

The 7.5 foot plot reservation along the rear of all said Lots for Alley purposes;

Less that portion of additional Right of Way as described in Official Records Book 28819, Page 1096 through 1098, of the Public Records of Broward County, Florida.

Said lands lying in the City of Fort Lauderdale, Broward County, Florida.