

**Fort Lauderdale Holiday Park Parking Garage, Fire Rescue/EMS Substation and Rooftop Vertiport  
Proposed Interim Agreement Term Sheet**

The following outlines the proposed terms and conditions of an Interim Agreement for Construction of Surface Parking Lot and Development of Holiday Park Parking Garage (the “**Interim Agreement**”) between the City of Fort Lauderdale and Holiday Park Parking Partners, LLC, comprised of the Project Team (as defined below) (each a “**Party**” and collectively, the “**Parties**”) in connection with the negotiation of definitive agreements for the design, construction, delivery, financing, and, if desired by the Parties, the operation and/or maintenance, of the phased Holiday Park parking garage, Fire Rescue/EMS substation and vertiport project described below.

<b>City:</b>	The City of Fort Lauderdale, Florida (“ <b>City</b> ”).
<b>The Project Team:</b>	The Project team is comprised of Holiday Park Parking Partners, LLC, and its development team members consisting of CORE Construction Services of Florida (“ <b>CORE Construction</b> ”), Clarence Capital Partners and Parking Advisors, Stiles Construction, Justin Architects, CES Consultants, Vertiport by Atlantic Aviation (“ <b>Atlantic Aviation</b> ”), and AECOM, which are the parties identified in the proposal submittals for the Project (collectively, the “ <b>Project Team</b> ”). The Project Team shall be led by CORE Construction, which shall serve as the Project Team’s lead coordinator and authorized representative (the “ <b>Authorized Representative</b> ”) for the Project and primary interface with City. CORE Construction, as the Authorized Representative, shall serve as the Project Team’s primary point of contact with City for Project-related communications, meetings, deliverables, and coordination matters. The final Interim Agreement and Comprehensive Agreement may allocate specific responsibilities to the Project Team members that have the skill set for certain Project components.
<b>Project Site:</b>	The Project Site shall consist of portions of the Holiday Park site in Fort Lauderdale, Florida, including the areas for Phase I and Phase II, as more particularly described in the Surface Parking Construction Agreement, the Interim Agreement, and the related definitive project documents.
<b>Project:</b>	<p>A phased public-private project consisting of: (i) the oversight and construction of surface parking improvements and related sitework, including clearing, grading, underground and surface utility work, paving, striping, signage, lighting, landscaping and hardscaping, and other ancillary improvements necessary or incidental thereto (the “<b>Surface Parking Lot Work</b>” or “<b>Phase I</b>”); and (ii) the pre-development, development and construction of a multi-level structure with a municipal parking garage, a Fire Rescue/EMS Substation embedded therein, and rooftop vertiport/eVTOL terminal infrastructure and related improvements (“<b>Vertiport Infrastructure</b>”), including, but not limited to, the Pre-Development Work (as defined herein), procurement of trade contractors and suppliers, fabrication, building pad preparation, foundations, structural erection, utility installation, vertical and horizontal circulation elements, life-safety infrastructure, EV charging infrastructure, smart parking infrastructure, bicycle parking infrastructure, access and circulation improvements, public art, landscaping, and other construction-related or installation-related work necessary or incidental thereto (“<b>Phase II</b>”, together with Phase I, the “<b>Project</b>”). City shall provide the Project Team with City’s existing plans, specifications, and other design documents for Phase I in City’s possession (the “<b>City Phase I Plans</b>”). The City Phase I Plans shall be incorporated into and used as the baseline for performance of Phase I under the Surface Parking Construction Agreement, and the Project Team shall coordinate with City regarding any proposed deviations, value engineering, substitutions, or revisions, all of which shall be subject to City’s prior written approval.</p> <p>For clarity, Phase I is limited solely to the Surface Parking Lot Work (i.e., construction of the surface parking lot and related sitework). Phase I does not include design, pricing, procurement, planning, permitting strategy, negotiations, pre-development, preconstruction, financing, or other activities relating to Phase II. All such activities</p>

	<p>shall be treated as Pre-Development Work under the Interim Agreement and shall be performed in support of Phase II.</p>
<p><b>Vertiport:</b></p>	<p>The Project includes Vertiport Infrastructure and related interface improvements to be constructed as part of Phase II and addressed in the Conceptual Plan and subsequent design-stage submittals. With respect to developing Phase II plans for the City’s review and approval, the Project Team shall identify all requirements and approvals that will be necessary to incorporate Vertiport Infrastructure into the Phase II Project, which shall include evaluating all design, engineering, permitting, entitlement, FAA and other regulatory requirements, structural and waterproofing requirements, utility requirements, fire/life-safety requirements, access and emergency-access requirements, operational interface requirements, coordination with third-party operators and aviation counterparties, to the extent applicable, and all structural and design integration requirements associated with the vertiport and its integration into the Project, and the financing of the same, and other conditions necessary for the Vertiport Infrastructure (collectively, the “<b>Vertiport Plans</b>”). The Vertiport Plans shall include Atlantic Aviation’s plan to finance the Vertiport Infrastructure and proposed revenue sharing plan between Atlantic Aviation and the City. The Project Team’s anticipated costs in developing the Vertiport Plans shall be included in the Pre-Development Budget with the understanding the City will not agree to fund, reimburse, contribute to, or otherwise bear any costs associated with implementing the Vertiport Plans or in developing, constructing or financing the Vertiport Infrastructure.</p> <p>The Parties acknowledge that inclusion of the Vertiport Infrastructure in the Project is subject to all required federal, state and local governmental approvals and operational feasibility requirements (collectively, the “<b>Regulatory Approvals</b>”), which are largely unknown currently. The Parties intend for the Interim Agreement to provide that the sole condition granting Atlantic Aviation the right to decline with proceeding to construct the Vertiport Infrastructure shall be the Project Team's failure to obtain the Regulatory Approvals after using best efforts to obtain the Regulatory Approvals, which shall be more particularly described in the Interim Agreement.</p> <p>The Parties acknowledge that the Vertiport Infrastructure has some degree of uncertainty given the Federal Aviation Administration has not set regulatory standards for the operation of a commercial drone vertiport and this type of vertiport would be the first of its kind in Florida and the United States. As part of the Pre-Development Work, the Project Team shall submit the Vertiport Plans to the City for consideration on or before a date to be mutually agreed upon by the Parties, provided that the Vertiport Plans must be submitted to the City during the term of the Interim Agreement. The City shall have thirty (30) days following receipt of the Vertiport Plans to determine, in its sole discretion, whether to proceed with the Vertiport Plans (a “<b>Vertiport Approval Decision</b>”), to request the Project Team formulate modified or alternative Vertiport Plans, or to remove the vertiport project components from Phase II (a “<b>Vertiport Removal Decision</b>”).</p> <p>In the event of a Vertiport Removal Decision by the City, the Project Team shall pursue alternatives for Phase II, which alternatives shall be described in the Interim Agreement or in the Comprehensive Agreement and shall be acceptable to the City in its sole discretion.</p> <p>In the event of a Vertiport Approval Decision by the City, the Project Team and the City shall promptly negotiate in good faith all necessary documentation and terms related to the Vertiport Infrastructure, including, without limitation, (i) the form of Atlantic Aviation’s interest in the Vertiport Infrastructure, whether through a lease or management agreement to Atlantic Aviation or another form of real property interest, provided that any such real property interest shall be consistent and not interfere with</p>

	<p>the City’s intended tax-exempt financing of the Project and (ii) an agreement governing Atlantic Aviation’s responsibility for the operation and maintenance of the completed Vertiport Infrastructure (the “<b>Vertiport Infrastructure Documentation</b>”). Upon request by the City, Atlantic Aviation shall provide the City with any documents or financials reasonably requested by the City to demonstrate Atlantic Aviation’s ability to complete the Vertiport Infrastructure. After the Vertiport Infrastructure Documentation has been agreed upon by the Project Team and the City, the Project Team shall be obligated to complete the Vertiport Infrastructure in accordance with the approved Vertiport Plans and the terms of the Comprehensive Agreement.</p>
<p><b>Documentation/Legal Instruments:</b></p>	<p>The Parties intend that the Interim Agreement will serve as the umbrella agreement governing the Parties’ rights and obligations during the Term with respect to: (i) Phase I, to be carried out by the Project Team under the Surface Parking Construction Agreement, which will be executed by Holiday Park Parking Partners, LLC, and (ii) Phase II, including the Pre-Development Work and the process for evaluating, negotiating, pricing, documenting and, if approved by City, advancing Phase II. The Surface Parking Construction Agreement may be entered into as a separate agreement incorporated into the Interim Agreement or may be included as part of the Interim Agreement, whether as an exhibit, schedule, attachment, companion agreement, article, or other related project document approved by the Parties. In any event, the Surface Parking Construction Agreement shall establish the definitive terms for Phase I and shall include, among other things, a guaranteed maximum price or other City-approved fixed-price/GMP structure for the Surface Parking Lot Work, together with such additional agreements, exhibits, schedules, scopes of work, and other documents as approved by the City to accomplish the construction of the surface parking lot during the Term. The fixed-price/GMP component of the Surface Parking Construction Agreement shall include compensation for the Project Team members performing Phase I service. The Project Team shall not receive a development fee or other compensation for Phase I outside of the fixed-price/GMP component of the Surface Parking Construction Agreement. At City’s discretion, the Surface Parking Construction Agreement and/or the Interim Agreement provisions that concern Phase I may be considered an interim agreement under Section 255.065(6), Florida Statutes.</p> <p>The Parties anticipate that Phase II will be developed and constructed pursuant to a Comprehensive Agreement, which may include or reference, without limitation, a separate fixed-price or guaranteed maximum price structure for Phase II, together with such development agreement, design-build agreement, completion security, operating and maintenance provisions, vertiport-related documentation, and other definitive agreements as City may approve. The Project Team’s compensation for Phase II shall be included in the fixed-price/GMP component of the Comprehensive Agreement. The Project Team shall not receive a development fee or other compensation for Phase II outside of the fixed-price/GMP component of the Comprehensive Agreement. The Interim Agreement and the Comprehensive Agreement will be executed by Holiday Park Parking Partners, LLC and other appropriate members of the Project Team.</p> <p>The Comprehensive Agreement and related Phase II documents shall treat the Pre-Development Work as work performed under the Interim Agreement in support of Phase II and shall not recharacterize the Pre-Development Work as Phase I or as Surface Parking Lot Work.</p>
<p><b>PACA Lease</b></p>	<p>The Parties acknowledge that the Project Site is encumbered by a Lease Agreement dated as of February 1, 2018, by and between City, as lessor, and the Performing Arts Center Authority (“<b>Lessee</b>”), as lessee (as amended, the “<b>PACA Lease</b>”). The PACA Lease covers the property known as the Parker Playhouse/Theatre Center (the “<b>Parker</b>”), located at 707 N.E. 8th Street, Fort Lauderdale, Florida. The PACA Lease provides that the leased premises include the exclusive use of the property directly east</p>

	<p>of and contiguous to the leased premises, referred to as the parking lot, for patron parking for 600 cars during all events at the Parker. Phase I of the Project (the “<b>Surface Parking Lot Work</b>”) is being undertaken, in part, to provide alternative parking for the Parker during the construction of Phase II. The Parties acknowledge and agree that the PACA Lease may need to be amended to address alternative parking arrangements for the Parker during the construction of Phase I, and the Parties shall work with Lessee and take commercially reasonable steps to ensure that Lessee has adequate parking during Phase I as well as Phase II of the Project.</p> <p>The Parties further acknowledge that the provision of alternative parking during construction is a material consideration in the planning and execution of the Project and the Project Team shall reasonably coordinate with the City, as requested, in connection with the implementation of alternative parking arrangements during Phase I and Phase II of the Project. The Project Team’s obligations with respect to the PACA Lease shall not include any obligation (i) to incur any out of pocket costs that are not reimbursed as Allowable Development Expenses or specifically included as a separate cost in the Surface Parking Construction Agreement or (ii) to procure any land for the alternative parking arrangements necessary to comply with the terms of the PACA Lease.</p>
<p><b>Interim Agreement Effective Date:</b></p>	<p>The effective date of the Interim Agreement (the “<b>Effective Date</b>”) shall be the date of full execution and delivery by City and the Project Team following approval by the City Commission. The Parties intend to use commercially reasonable efforts to enter into the Interim Agreement on or before July 3, 2026.</p>
<p><b>Interim Agreement Term:</b></p>	<p>The term of the Interim Agreement (the “<b>Term</b>”) shall commence on the Effective Date and shall expire on the earlier of (i) the date that is twenty-four (24) months after the Effective Date, or (ii) the execution and delivery of the Comprehensive Agreement by City and the Project Team, unless earlier terminated.</p> <p>If the Comprehensive Agreement has not been executed and delivered prior to the expiration of the Term, the Term may be extended by mutual written agreement of the Parties for up to two (2) additional six (6)-month periods, not to exceed a cumulative total of thirty-six (36) months inclusive of the initial twenty-four (24) month Term. A Party requesting an extension shall provide written notice to the other Party at least thirty (30) calendar days prior to the expiration of the Term. The responding Party shall agree or reject the extension request in writing within fifteen (15) calendar days following receipt of the extension request.</p> <p>Notwithstanding the foregoing, if the Project Team has executed a counterpart of the Comprehensive Agreement during the Term in a form approved by City Manager and City Attorney, the Term shall automatically be extended for a further period, not to exceed ninety (90) days, for the City Commission to determine whether to approve the Comprehensive Agreement.</p>
<p><b>Pre-Development Work:</b></p>	<p>The Project Team may undertake, subject to City approval, such pre-development work as is necessary to support evaluation of Phase II and negotiations toward a potential fixed-price or Guaranteed Maximum Price (GMP)-based Comprehensive Agreement for Phase II, and to permit the Project Team to conduct reasonable investigation and evaluation of existing site conditions relevant to Phase II of the Project, in accordance with City’s objectives and requirements (the “<b>Pre-Development Work</b>”). The Pre-Development Work is a component of Phase II and shall be treated as part of Phase II for purposes of cost allocation, risk assessment or payment under the Interim Agreement. The Pre-Development Work shall not include physical construction of Phase II improvements, except for such limited investigative, testing, or enabling work as may be expressly approved by City in writing.</p>

	<p>The Pre-Development Work (and any related activities regarding Phase II financing, design, procurement, permitting, pricing, or documentation) shall commence upon execution of the Interim Agreement and shall continue in parallel with the performance of the Surface Parking Construction Agreement; provided the Parties acknowledge the Pre-Development Work will be considered a completely separate workstream from Phase I and shall be performed solely under the Interim Agreement.</p> <p>The Pre-Development Work shall include, as applicable: diligence for Phase II; conceptual design for Phase II; schematic design, design development, construction documents, and pricing for Phase II; project phasing and schedule development for Phase II; permitting and entitlement strategy for Phase II; procurement strategy for Phase II; supporting the City’s evaluation of financing structures for Phase II; coordinating with the proposed design-builder, parking operator, and vertiport counterparties; preparation of a matrix of all Vertiport Infrastructure requirements and the path to satisfying them; preparation of a proposed fixed-price or GMP delivery package for Phase II; and negotiation of the definitive project documents for Phase II.</p> <p>Prior to the execution of the Interim Agreement, the Project Team shall provide City with a detailed schedule and budget for the Pre-Development Work, including all architectural, engineering, and other professional design work to be performed by the Project Team under the Interim Agreement, which schedule and budget shall be subject to City’s approval and attached as exhibits to the Interim Agreement. Any change to the scope of the Pre-Development Work that materially increases the cost to City, as determined by City in its sole discretion, shall require prior City approval. In the event that the City requests a change to the scope of the Pre-Development Work, the Interim Agreement shall include provisions governing the methodology for determining the cost of such additional work, the provisions relating to the Project Team proceeding with such work, e.g., the City shall be notified in writing in advance regarding the expected cost of any change to the scope of the Pre-Development Work, and the allocation of such costs for the additional work to the City.</p>
<p><b>Key Consultants and Personnel:</b></p>	<p>The Project Team shall identify its key consultants and personnel, including the proposed design-builder, architect, and engineers (“<b>Project Team Key Personnel</b>”), together with a description of the role and area of responsibility for each Project Team Key Personnel with respect to the Pre-Development Work. The Project Team shall also identify the key personnel for the Vertiport Infrastructure, including, without limitation, the team responsible for the Vertiport Infrastructure’s construction, regulatory approvals, operation and maintenance.</p> <p>Any changes to Project Team Key Personnel shall be subject to City’s prior written approval. All Project Team Key Personnel shall be appropriately licensed and registered in the State of Florida for the work to be performed by them.</p>
<p><b>Access; Due Diligence:</b></p>	<p>City shall grant to the Project Team and the Project Team’s agents, consultants, and contractors reasonable access to the Project Site during business hours, or at other times approved by City, as is reasonably necessary for the Project Team to conduct investigations, inspections, and testing of the Project Site, including title review, survey work, geotechnical testing, environmental studies, utility investigations, zoning and land-use review, traffic and stormwater review, and other due diligence reasonably required for the Project and the City’s evaluation of financing structures, provided that such access shall be coordinated with City and shall not unreasonably interfere with City and/or the Parker operations or public use of the Project Site.</p> <p>The Project Team’s diligence shall also include review of existing easements, utilities, rights-of-way, park restrictions, reverter or deed restrictions, and the regulatory and operational interface required for the Vertiport Infrastructure.</p>

	<p>The Project Team shall request in writing access to the Project Site from City at least forty-eight (48) hours, excluding weekends and City-observed holidays, in advance. City shall grant access in writing within the forty-eight (48) hour period following the request. During any such access, City shall have the right to have a representative present and the Project Team shall comply with City’s reasonable safety, operational, and security procedures.</p> <p>To the extent the Project Team’s due diligence uncovers hazardous materials that are required to be remediated under applicable law, the Interim Agreement shall set forth a procedure for notice to City and for performance of such remediation either by the Project Team or by City. Any requirement for the Project Team to perform such remedial work shall be subject to an executed change order or other written authorization approved by City and shall be included in Allowable Development Expenses.</p>
<p><b>Development Timeline:</b></p>	<p>Prior to execution of the Interim Agreement, the Project Team shall have provided City with a preliminary development timeline for Phase I and Phase II (the “<b>Development Timeline</b>”), including milestones for Phase I, the Pre-Development Work in support of Phase II, diligence, conceptual design, design progression, permitting, pricing, documentation, City approvals, and negotiation of the definitive project documents, which timeline shall be subject to City’s approval and attached as an exhibit to the Interim Agreement.</p> <p>The milestone schedule shall be based on the Holiday Park project structure reflected in the Project Team’s most current proposal, including targeted City Commission approval of the Interim Agreement, a target date for Comprehensive Agreement approval, a target date for finance closing as determined by the City, milestones for completion of Phase I, milestones for completion of the Pre-Development Work in support of Phase II, and milestones for substantial completion of Phase II, subject in all events to reconciliation and refinement in the definitive schedule exhibits.</p> <p>During the Term, the Project Team shall perform the Surface Parking Lot Work and the Pre-Development Work in accordance with the Development Timeline and shall achieve each milestone by the deadline set forth therein, subject to limited extensions for unforeseen events outside the Project Team’s control as approved by the City in accordance with the Surface Parking Construction Agreement and the Interim Agreement. The Project Team shall provide City with periodic written progress reports regarding its performance of the Surface Parking Lot Work and the Pre-Development Work and the status of the Development Timeline. The Surface Parking Construction Agreement and the Interim Agreement shall establish procedures and timelines for City review and approval of deliverables.</p>
<p><b>Payments to or Reimbursement of the Project Team:</b></p>	<p>Upon the Project Team’s achievement of agreed upon Pre-Development milestones set forth in the Interim Agreement for the Pre-Development Work, the Project Team shall be paid its actual and documented out-of-pocket costs and expenses incurred for the Pre-Development Work, consistent with the Pre-Development Budget and certain milestones approved in writing by City (the “<b>Allowable Development Expenses</b>”). The Pre-Development Budget shall include reasonable out-of-pocket costs and expenses the Project Team incurred with respect to the Pre-Development Work prior to execution of the Interim Agreement. Allowable Development Expenses shall include, to the extent approved by City, allowable Pre-Development Work costs incurred as part of Phase II. The Project Team shall not be entitled to any development fee, management fee or other compensation in excess of the actual Allowable Development Expenses unless separately negotiated by the Parties and expressly approved by City in the Interim Agreement, or any subsequent amendment thereto.</p>

	<p>In no event shall Allowable Development Expenses include fees paid to advocates or political advisors or other fees not expressly identified in the Interim Agreement as allowable or otherwise approved by City. The Project Team shall report to City monthly all Allowable Development Expenses incurred to date.</p> <p>During the Term, the City shall make progress payments to the Project Team for Allowable Development Expenses actually incurred in accordance with the Interim Agreement (each, a “<b>Progress Payment</b>”). The City shall make Progress Payments to the Project Team in accordance with the following process: (a) upon achieving each milestone set forth in the Progress Payment schedule, the Project Team shall submit to the City an invoice for the corresponding amount set forth in the Progress Payment schedule, together with reasonable supporting documentation evidencing completion of the applicable milestone; (b) the City shall have thirty (30) days from receipt of each invoice to review the invoice and supporting documentation and either approve or reject such invoice in writing, provided that any rejection shall include a reasonably detailed explanation of the basis therefor; and (c) the City shall remit payment of all approved invoices within thirty (30) days following approval in accordance with the Florida Prompt Payment Act, Part VII of Chapter 218, Florida Statutes. All payments shall be subject to the requirements, limitations, and timelines set forth in the Florida Prompt Payment Act, and interest, if any, shall accrue only to the extent required by such Act. Notwithstanding the foregoing, the aggregate amount of Progress Payments shall not exceed the Pre-Development Budget.</p> <p>The amounts payable to the Project Team for the Surface Parking Lot Work (Phase I), including allowable costs incurred under the Surface Parking Construction Agreement, shall be paid by City in accordance with the Surface Parking Construction Agreement and the applicable approved fixed-price/GMP structure. If the Surface Parking Construction Agreement is terminated prior to completion of the Phase I work, then any payment to the Project Team for Phase I shall be governed by the applicable termination provisions of the Surface Parking Construction Agreement and, to the extent applicable, the Interim Agreement. For clarity, no additional fees such as development management fees, Project Team fees, termination fees, or similar fees shall be payable to the Project Team with respect to Phase I.</p>
<p><b>City Obligations:</b></p>	<p>During the Term, City shall establish and communicate to the Project Team the goals and objectives for the Project and shall work collaboratively with the Project Team in the design, review, and approval process for the Project components to help ensure that the Project meets City’s stated objectives.</p> <p>City shall reasonably cooperate, consistent with applicable law, with the diligence and development process, including the furnishing of existing site information in City’s possession, reasonable cooperation with title and survey matters, and participation in the evaluation of the contemplated financing structure and public approvals.</p> <p>For the avoidance of doubt, all final decision-making authority with respect to public approvals, project scope, design, development, construction, budget, financing, operation, maintenance, and use of the Project shall rest with City in its sole discretion, including, but not limited to, whether to proceed with the Vertiport Infrastructure.</p>
<p><b>Project Design and Approval Process:</b></p>	<p>In accordance with the Development Timeline, the Project Team shall prepare and submit to City for City’s approval the conceptual plan for the development of the Project (the “<b>Conceptual Plan</b>”). The Conceptual Plan shall address Phase I and Phase II, including the rooftop vertiport/interface elements to be constructed as part of Phase II. Phase I shall be delivered pursuant to the Surface Parking Construction Agreement and Phase II is anticipated to be delivered under a design-build framework as approved by City.</p>

	<p>Upon City’s approval of the Conceptual Plan, the Project Team shall prepare and submit to City for review, coordination, and approval the design and construction plans for the Project at the stages of completion required by the Development Timeline, together with updated pricing, schedule, and permitting information. City may, at its option and in its sole discretion, retain an independent construction consultant(s) (including an owner’s representative or cost consultant) to review and evaluate the Project Team’s work, schedules, budgets, estimates, and related submissions, and the Project Team shall reasonably cooperate with such review. The Parties anticipate that the definitive project delivery documents will include fixed-price or GMP design-build agreements for Phase I and Phase II with open-book review, a change-order regime with appropriate approval thresholds, performance and payment bonds, customary testing, commissioning, and warranty provisions.</p> <p>City’s review or approval of any plans or submittals relating to the vertiport shall not shift to City any responsibility for satisfying the vertiport requirements or any liability for the cost thereof.</p>
<p><b>Operation and Maintenance:</b></p>	<p>The Surface Parking Construction Agreement shall set forth the scope of the Project Team’s construction and oversight responsibilities, the schedule and milestones for completion of the surface parking lot, reporting obligations, insurance and indemnity requirements, any applicable post-construction obligations and any City approval rights.</p> <p>The Comprehensive Agreement shall, to the extent applicable, separately address the long-term operation and maintenance of the parking garage, fire rescue/EMS substation and other Project components, including parking operations standards, rates and policy authority, technology systems, lifecycle obligations, and hand back requirements. Notwithstanding anything to the contrary contained herein, City reserves the right, in its sole and absolute discretion, to retain all operating and maintenance control of, and responsibility for, the surface parking lot, parking garage, and fire rescue/EMS substation components of the Project.</p>
<p><b>Project Financing:</b></p>	<p>Promptly after execution of the Interim Agreement, City shall evaluate the financing structures available for development of Phase II of the Project. City shall have the right, in its sole discretion, to approve the ultimate financing structure for the Project. Notwithstanding anything to the contrary contained herein, City reserves the right, in its sole and absolute discretion, to undertake the financing of Phase II of the Project, without the Project Team’s involvement; provided that Atlantic Aviation shall be solely responsible for financing or arranging for the financing of the Vertiport Infrastructure, if and to the extent such financing is required to complete and operate a functional vertiport integrated with the other Project components.</p> <p>The definitive financing structure for Phase II of the Project is expected to include, if approved by City, (a) tax-exempt and, if necessary, taxable financing components, and (b) customary construction, debt service, reserve, working-capital, and lifecycle-reinvestment funds and accounts.</p> <p>No City lease payment, reimbursement, or other City funding shall be used to satisfy the vertiport requirements allocated to the Project Team, all of which shall be borne by the Project Team at the Project Team’s sole cost and expense. The vertiport rent or rooftop payment structure shall be reflected separately in the definitive documents.</p>
<p><b>Community Communications:</b></p>	<p>Given the public nature and scale of the Project, City anticipates conducting community outreach and public information activities in connection with the Project. During the Term, the Project Team shall coordinate with the City, and as directed by the City</p>

	<p>regarding the timing, content, and method of any Project-related outreach and communications intended for public or community consumption.</p> <p>Any such communications shall be subject to City review and approval prior to release. Community outreach activities shall be City-led, with support from the Project Team as requested.</p> <p>The Project Team shall coordinate any vertiport-related communications, presentations, or materials with City in advance, and no such communications shall imply that City is responsible for satisfying or funding vertiport requirements.</p>
<p><b>Termination:</b></p>	<p>The Surface Parking Construction Agreement, the Interim Agreement and the Comprehensive Agreement (collectively, the “<b>Definitive Agreements</b>”) shall each include customary provisions governing termination for cause and termination for convenience, including customary notice and cure periods, as applicable. The specific termination rights, cure periods and consequences of termination shall be tailored to the scope of the applicable Definitive Agreement and the obligations of the respective Parties thereunder.</p> <p>Each Definitive Agreement shall distinguish between the amounts payable in connection with (a) a termination resulting from the default of the Party entitled to receive payment and (b) a termination for convenience by the other Party or a termination resulting from the default of the other Party. Such payment provisions shall be customary for agreements of the applicable type and shall address, as appropriate: (i) amounts earned for work properly performed through the effective date of termination; (ii) approved or otherwise reimbursable costs incurred through the effective date of termination; (iii) the treatment of unpaid fees and other compensation; (iv) the terminating Party’s rights of setoff, recoupment and recovery of damages; and (v) the exclusion of unearned fees, anticipated profits and other prospective compensation, except to the extent expressly agreed in the applicable Definitive Agreement.</p> <p>The Definitive Agreements shall specify the scope and timing of the Parties’ post-termination obligations, including the delivery of work product, plans, permits, contracts and other Project materials; the assignment or termination of applicable third-party agreements; the orderly transition of the applicable work; and the survival of indemnification, confidentiality, and other provisions that customarily survive termination.</p>
<p><b>Ownership of Documents:</b></p>	<p>Upon termination of the Interim Agreement and subject to City’s payment of any required termination compensation, all finished or unfinished documents, plans, data, studies, surveys, drawings, renderings, models, specifications, reports, schedules, public communications, financing materials, vertiport interface materials, and other work product prepared or provided by the Project Team in connection with the Interim Agreement (the “<b>Work Product</b>”) shall become the property of City and shall be delivered to City in a format reasonably acceptable to City.</p> <p>City shall have a perpetual, non-exclusive, royalty-free, and irrevocable right to use such Work Product for any governmental purpose, including in connection with the continuation, procurement, or completion of the Project without additional compensation to the Project Team, its consultants, personnel or contractors. The Interim Agreement shall provide City with step-in and assignment rights with respect to the Project Team’s consultant agreements to the extent necessary to use the Work Product in furtherance of the Project.</p>

<p><b>Small Business Participation:</b></p>	<p>The Project Team shall work with City to establish applicable small-business, MWBE/CSBE, local-participation, and reporting requirements for the Project and shall reflect such requirements in the Pre-Development Work and definitive project documents, to the extent required by law or City policy.</p>
<p><b>Restoration:</b></p>	<p>In the event of early termination of the Interim Agreement, the Project Team shall, at its sole cost and expense, remove any property placed on the Project Site by the Project Team or its representatives, agents, or contractors in connection with the Pre-Development Work and shall restore the Project Site to substantially the same condition existing prior to commencement of the Project Team’s activities, ordinary wear and tear and authorized invasive testing excepted.</p>
<p><b>Indemnification:</b></p>	<p>The Project Team shall indemnify, defend, and protect City, its officers, officials, employees, and agents from and against liabilities arising out of any act relating to or resulting from the performance of the Interim Agreement by the Project Team or its employees, agents, servants, partners, principals, consultants, or contractors, except to the extent caused by the negligence, willful misconduct, or bad faith of an indemnified party.</p> <p>Without limiting the foregoing, the Project Team’s indemnification obligations shall include claims arising from the Project Team’s diligence activities, design activities, and the acts or omissions of the Project Team’s consultants and contractors, but shall not include the Project Team’s compilation of the Vertiport Plans or any issues related to Atlantic Aviation’s obligations with respect to the Vertiport.</p>
<p><b>Insurance:</b></p>	<p>During the Term, the Project Team shall carry, and shall cause its agents, consultants, and contractors to carry, insurance of the types and with the terms and limits required by City, as set forth on Schedule 1 attached to this term sheet. The Project Team shall provide City with certificates of insurance evidencing such coverage prior to the Effective Date.</p> <p>The definitive project documents are expected to require additional construction-phase and operations-phase insurance, including builder’s risk, commercial general liability, auto liability, workers’ compensation, professional liability, pollution coverage if appropriate, and vertiport or aviation-specific coverage, all as determined in the Comprehensive Agreement.</p> <p>All insurance required for the vertiport and for satisfaction of the vertiport requirements shall be obtained and paid for by the Project Team or its counterparties at the Project Team’s sole cost and expense unless otherwise expressly approved by City.</p>
<p><b>Licenses and Permits:</b></p>	<p>During the Term, the Project Team shall hold and maintain all necessary Florida registrations and other licenses and certifications, and shall obtain and pay for all permits and inspections required for the activities to be performed by or on behalf of the Project Team pursuant to the Surface Parking Construction Agreement and the Interim Agreement, and shall comply with all applicable laws, ordinances, regulations, and code requirements.</p> <p>Without limitation, the Project Team shall be solely responsible for identifying, obtaining, satisfying, and arranging for the payment for all permits, approvals, licenses, entitlements, and other requirements relating to the vertiport, including any FAA, aviation, local land-use, building, fire/life-safety, or operational approvals, permits, or clearances and for ongoing compliance therewith, including any changes in applicable requirements and for coordination and integration of the vertiport with the Project, and the ongoing operation of the vertiport. City shall reasonably cooperate to the extent necessary due to City’s ownership of the Project Site, but City shall not be responsible for obtaining or paying for such vertiport-related approvals or requirements.</p>

	<p>Damages, penalties, and fines imposed on City or the Project Team for failure to obtain and maintain required registrations, licenses, certifications, permits, inspections, or vertiport requirements shall be borne solely by the Project Team to the extent arising from the Project Team’s failure to comply with its obligations under the Interim Agreement.</p>
<b>Exclusivity:</b>	<p>So long as the Surface Parking Construction Agreement and/or the Interim Agreement remains in effect, and provided the Project Team is not then in default and is performing Phase I to City’s reasonable satisfaction and the Pre-Development Work in accordance with the approved Development Timeline, the Project Team shall be the sole party with whom City shall negotiate the Comprehensive Agreement for Phase II.</p>
<b>Conditions to City’s Execution of Comprehensive Agreement:</b>	<p>During the Term, City and the Project Team shall negotiate in good faith the terms and conditions of the Comprehensive Agreement. City’s execution of the Comprehensive Agreement, if any, shall be conditioned upon satisfaction of the following, among others:</p> <ul style="list-style-type: none"> <li>(a) approval by the City Commission of the execution of the Comprehensive Agreement and related project documents;</li> <li>(b) completion of the Pre-Development Work as part of Phase II and acceptance of such Pre-Development Work by City;</li> <li>(c) delivery of an acceptable fixed-price or GMP development package for Phase II, together with an agreed project schedule, financing plan, performance security, and completion-security structure;</li> <li>(d) demonstration by the Project Team, to City’s satisfaction, of a feasible approach to satisfying all vertiport requirements at the Project Team’s sole cost and expense without liability to City; and</li> <li>(e) such other conditions as may be negotiated by the Parties.</li> </ul>
<b>Assignment:</b>	<p>Except as may be expressly authorized in the Interim Agreement, the Interim Agreement may not be assigned, transferred, or encumbered, in whole or in part, by the Project Team without City’s prior written consent; provided, however, the definitive project documents may permit assignment to an affiliated special-purpose entity or approved governmental financing entity in connection with an approved financing structure if the City decides not to undertake the Phase II financing (exclusive of the vertiport) itself, in each case subject to City’s written approval and such conditions as City may require.</p>
<b>Interim Agreement Exhibits:</b>	<p>The Interim Agreement is expected to incorporate the following exhibits:</p> <ul style="list-style-type: none"> <li>(a) insurance requirements;</li> <li>(b) key personnel and consultants;</li> <li>(c) budget for Allowable Development Expenses, including allowable Pre-Development Work costs as Phase II costs;</li> <li>(d) Surface Parking Construction Agreement or the Phase I provisions of the Interim Agreement, if the Surface Parking Construction Agreement is wrapped into the Interim Agreement;</li> <li>(e) proposed milestone schedules for Phase I and Phase II, including Pre-Development Work milestones as part of Phase II;</li> <li>(f) parking-assets and phased-scope description;</li> <li>(g) vertiport requirements matrix and responsibility allocation;</li> <li>(h) Small, Local and Disadvantaged Business Participation;</li> <li>(i) form of Anti-Human Trafficking Affidavit;</li> <li>(j) concept design and program description for Phase II; and</li> <li>(k) cost assumptions for Phase II, including a target budget for development of the GMP.</li> </ul>

<b>Non-Binding with Respect to Comprehensive Agreement:</b>	<p>The Surface Parking Construction Agreement and/or the Interim Agreement are intended solely to facilitate performance of Phase I, evaluation of Phase II, and negotiation of a potential Comprehensive Agreement, and shall not obligate either Party to proceed to execution of the Comprehensive Agreement or any other definitive Phase II project document. City reserves the right, during the term of the Surface Parking Construction Agreement and/or the Interim Agreement, to modify the scope, structure, and delivery of the Project and to suspend or terminate negotiations in its sole discretion. This term sheet is intended only as a framework for negotiation of an Interim Agreement and shall not be construed as a binding agreement on the City or the Project Team until the Parties mutually agree, approve and execute the Interim Agreement.</p>
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**Schedule 1**  
**Phase I Insurance Requirements**  
*(see attached)*

**INSURANCE**

As a condition precedent to the effectiveness of the Surface Parking Construction Agreement and/or the Interim Agreement (collectively, the “**Phase I Agreement**”), during the term of the Phase I Agreement and during any renewal or extension term of the Phase I Agreement, the Project Team shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Project Team (it being understood that the Project Team may, to the extent appropriate, satisfy such obligation through its subcontractors). The Project Team shall provide City with a certificate of insurance evidencing such coverage. The Project Team’s insurance coverage shall be primary insurance for all applicable policies, in respect of City’s interests for the Phase I Agreement. The limits of coverage under each policy maintained by the Project Team shall not be interpreted as limiting the Project Team’s liability and obligations under the Phase I Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by City’s Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of City, and these coverages, limits, and endorsements shall in no way be relied upon by the Project Team for assessing the extent or determining appropriate types and limits of coverage to protect the Project Team against any loss exposures, whether as a result of the Phase I Agreement or otherwise. The requirements contained herein, as well as City’s review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Project Team under the Phase I Agreement.

The following insurance policies and coverages are required during the term of the Phase I Agreement:

**Professional Liability**

Coverage must be afforded for wrongful acts in an amount not less than \$5,000,000 each claim and \$5,000,000 aggregate.

The Project Team must keep the professional liability insurance in force until the third anniversary of expiration or early termination of the Phase I Agreement or the third anniversary of acceptance of work by City, whichever is longer, which obligation shall survive expiration or early termination of the Phase I Agreement.

**Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

\$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury, property damage, and personal and advertising injury.

\$1,000,000 each occurrence and \$2,000,000 aggregate for products and completed operations.

Policy must include coverage for contractual liability and independent contractors.

City, a Florida municipality, its officials, employees, and volunteers are to be included as additional insureds with a CG 20 26 04 13 Additional Insured - Designated Person or Organization Endorsement or similar endorsement providing equal or broader additional insured coverage with respect to liability arising out of activities performed by or on behalf of the Project Team. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, and volunteers.

**Business Automobile Liability**

Proof of coverage must be provided for all owned, hired, scheduled, and non-owned vehicles for bodily injury and property damage in an amount not less than the State of Florida required minimums unless a different amount is required by City ordinance.

If the Project Team does not own vehicles, the Project Team shall maintain coverage for hired and non-owned auto liability, which may be satisfied by endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers’ Compensation and Employer’s Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of City must provide workers’ compensation insurance. Exceptions and exemptions will be allowed by City’s Risk Manager if they are in accordance with Florida law.

The Project Team waives, and the Project Team shall ensure that the Project Team's insurance carrier waives, all subrogation rights against City, its officials, employees, and volunteers for all losses or damages. City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Project Team must be in compliance with all applicable state and federal workers' compensation laws.

**Insurance Certificate Requirements**

- (a) The Project Team shall provide City with valid certificates of insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in the Phase I Agreement.
- (b) The Project Team shall provide to City a certificate of insurance having a thirty (30) day notice of cancellation and ten (10) days' notice if cancellation is for nonpayment of premium.
- (c) If the insurer is unable to accommodate the cancellation notice requirement, the Project Team shall provide the proper notice in writing by registered mail, return receipt requested, addressed to the certificate holder.
- (d) If the Phase I Agreement term or any surviving obligation of the Project Team goes beyond the expiration date of the insurance policy, the Project Team shall provide City with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance then in effect. City reserves the right to suspend the Phase I Agreement until this requirement is met.
- (e) The certificate of insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate of insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- (f) City shall be included as an additional insured on all liability policies, except professional liability and workers' compensation.
- (g) City shall be granted a waiver of subrogation on the Project Team's workers' compensation insurance policy.
- (h) The title of the Phase I Agreement, bid/contract number, or other identifying reference must be listed on the certificate of insurance.

The certificate holder should read as follows:

City of Fort Lauderdale  
Real Estate, City Manager's Office  
401 SE 21st Street  
Fort Lauderdale, FL 33316

The Project Team has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention, including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including City as an additional insured shall be at the Project Team's expense.

If the Project Team's primary insurance policies do not meet the minimum requirements set forth in the Phase I Agreement, the Project Team may provide evidence of an umbrella or excess insurance policy to comply with this requirement.

The Project Team's insurance coverage shall be primary insurance in respect of City's interests for the Phase I Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Project Team that excludes coverage required in the Phase I Agreement shall be deemed unacceptable and shall be considered a breach of contract.

All required insurance policies must be maintained until the Phase I Agreement work has been accepted by City, or until the Phase I Agreement is terminated, whichever is later. Any lapse in coverage may be considered a breach of contract. In addition, the Project Team must provide to City confirmation of coverage renewal via an updated certificate of insurance should any policy expire prior to expiration of the Phase I Agreement. City reserves the right to review, at any time, coverage forms and limits of the Project Team's insurance policies.

The Project Team shall provide notice of any and all claims, accidents, and any other occurrences associated with the Phase I Agreement to the Project Team's insurance company or companies and City's Risk Management office as soon as practical.

It is the Project Team's responsibility to ensure that all of the Project Team's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all applicable requirements stated herein. Any deficiencies are the responsibility of the Project Team. City reserves the right to adjust insurance limits from time to time at its discretion with notice to the Project Team.

