

DEVELOPMENT AGREEMENT
The Aldridge and The Laramore

THIS DEVELOPMENT AGREEMENT ("Agreement") is by and among:

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, hereinafter referred to as "Agency" or "CRA";

and

INVEST FORT LAUDERDALE, INC., a Florida non-profit corporation, hereinafter referred to as the "Co- Developer"

and

MAGELLAN HOUSING LLC, a Florida limited liability company, hereinafter referred to as the "Guarantor"

WITNESSETH:

WHEREAS, the Fort Lauderdale Community Redevelopment Agency, an agency authorized under Chapter 163, Part III of the Florida Statutes, was created to eliminate "slum and blight" and to stimulate community redevelopment; and

WHEREAS, the City Commission of the City of Fort Lauderdale adopted Resolution No. 95-86 on June 2, 1995, finding the existence of slum and blight conditions in that area of the City of Fort Lauderdale, Florida (the "City") known as the Northwest-Progresso-Flagler Heights Community Redevelopment Area, as more particularly described in that resolution, (herein referred to as the "Redevelopment Area"); and

WHEREAS, by adoption of Resolution No. 95-170, the redevelopment plan for the Redevelopment Area was approved by the City Commission on November 7, 1995 and was amended in 2001 by Resolution No. 01-86, in 2002 by Resolution No. 02-183, in 2013 by Resolution No. 13-137, in 2016 by Resolution No.16-52 and in 2018 by Resolution No. 18-226 and as subsequently amended (the "Redevelopment Plan"); and

WHEREAS, Magellan Housing LLC, a Florida limited liability company (the "Guarantor"), acting by and through Sistrunk Apartments LLC, a Florida limited liability company ("Owner"), applied for funding in the amount of Eight Million and No/100 Dollars (\$8,000,000) under the Agency's Development Incentive Program; and

WHEREAS, the Guarantor is an experienced, skilled and creditworthy developer with experience in developing projects similar in scope and scale as this Project (defined below); and

WHEREAS, in response to an Invitation for Proposal and Notice of Intent to Dispose of Fort Lauderdale Community Redevelopment Agency property located at 1204 Sistrunk Blvd. and 1620 NW 6th Court (the "Property"), Sistrunk Apartments LLC submitted a proposal for the development of the parcels; and

WHEREAS, the Guarantor has asked the Agency to loan the funds and donate the Property to Invest Fort Lauderdale, Inc., a Florida non-profit corporation, or its subsidiary ("Co-Developer"); and

WHEREAS, Co-Developer has agreed to re-loan the funds to the Owner and contribute the Property to the Owner; and

WHEREAS, the Guarantor and Co-Developer shall enter into a partnership to develop, operate and manage the Project (defined below); and

WHEREAS, the Agency consents to this arrangement provided the Co-Developer partners with Guarantor which entity will provide a payment, performance and completion guaranty for the Project in favor of the Agency; and

WHEREAS, on January 12, 2021, the CRA Advisory Board recommended approval of this Project; and

WHEREAS, the Board of Commissioners of the Agency finds that development of the Project will create stable communities, create affordable housing, enhance the quality of life, improve the aesthetic and useful enjoyment of the Redevelopment Area and create economic development opportunities all in accordance with and in furtherance of the Redevelopment Plan and as authorized by and in accordance with the Act; and

WHEREAS, the CRA Board finds that Guarantor has demonstrated that it has the financial capacity, legal ability, development experience, qualifications and ability best suited to construct and complete the Project; and

WHEREAS, on November 16, 2021, by Resolution No. 21-16 (CRA), the Board of Commissioners of the Agency approved an award of Eight Million and No/100 Dollars (\$8,000,000) under the Development Incentive Program and donation of the CRA parcels to Sistrunk Apartments LLC, as amended by Resolution No. 22-06 (CRA) which replaced Sistrunk Apartments LLC with the Co-Developer, required a guaranty of payment, completion and performance from the Guarantor and made other revisions as described in the Letter of Intent dated July 5, 2022.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the

receipt and sufficiency of which are acknowledged by each of the parties hereto, the parties agree as follows:

ARTICLE 1
DEFINITIONS

As used in this Agreement the following terms shall have the following meanings:

“Affiliate”, “Affiliated” or “Affiliated Person” means, when used with reference to a specific person:

- (1) Any Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the specified Person;
- (2) Any Person that is an officer of, partner in, member of, or trustee of, or serves in a similar capacity with respect to the specified Person or of which the specified Person is an officer, partner, member, or trustee, or with respect to which the specified Person serves in a similar capacity;
- (3) Any Person that, directly or indirectly, is the beneficial owner of 10% or more of any class of equity securities of, or otherwise has a substantial beneficial interest (10% or more) in the specified Person, or of which the specified Person is directly or indirectly the owner of 10% or more of any class or equity securities or other form of ownership, or in which the specified Person has a substantial beneficial interest (10% or more); or
- (4) A relative or spouse of the specified Person.

As used in this definition, the term “relative” shall include all the relationships specified in § 732.103, Florida Statutes (intestate succession) as they pertain to the Person or the Person’s spouse, instead of decedent (e.g. the term includes brother-in-law or father-in-law).

“Affordable Housing Requirement” shall have the meaning described in Section 3.3.1 of Article 3.

“Affordable Rents” shall have the meaning described in Section 3.3.1 of Article 3.

“Agency” means the Fort Lauderdale Community Redevelopment Agency created pursuant to Part III of Chapter 163, Florida Statutes and by City of Fort Lauderdale Resolution No. 95-86 adopted by the City Commission on June 20, 1995, or its successors or assigns.

“Agency Forgivable Funds” or “Forgivable Funding” or “Forgivable Loan” means a forgivable loan that will be made to the Co-Developer in the amount of Eight Million and No/100 Dollars (\$8,000,000.00) as evidenced by a Promissory Note, the proceeds of which are intended to pay Hard Costs for developing the Project which shall be secured by a mortgage on the Entire Site. **Agency Funds shall not be used to fund Horizontal Improvements within a public right of way.**

“Agency Loan” or “Agency Funds” means the Forgivable Loan.

“Agreement” means this Development Agreement by and between the Agency, Co-Developer and Guarantor.

“Agency Documents” means this Agreement together with the documents and instruments described in Section 3.2.2 of Article 3 and such other certifications, affidavits and other instruments reasonably requested by the Agency.

“Applicant” means Sistrunk Apartments LLC, a Florida limited liability company, which entity applied for Agency Funds under the Development Incentive Program.

“Authorized Representative” means as to the Agency, the Executive Director or his designee and Clarence Woods III, as to the Co-Developer and Nick A. Inamdar or M. Ryan Grindler as to the Guarantor.

“Building Code” means the code which governs design and construction of infrastructure improvements, building and construction standards, review of plans for construction and infrastructure improvements, issuance of building permits, inspections for compliance with construction standards, issuance of Certificate of Occupancy, issuance of Certificate of Completion and other matters pertaining to construction of structures in the City.

“Building Permit” means, for each part of the infrastructure and improvements to be constructed on the Project, any building permit or development approval issued by the appropriate department, office or official of the City (or other governmental authority having jurisdiction over the Project) charged with reviewing the plans, specifications, drawings, details and other construction documents for compliance with the Building Code and other similar codes applicable to that part of the Project being constructed thereon, and having the authority to issue building permits or development approvals for infrastructure improvements or construction of buildings, structures or other improvements in accordance with construction documents therefor reviewed and approved by such department, office or official.

“Construction Lender” means a regulated financial institution selected by Guarantor and approved by the Agency, which approval shall not be unreasonably withheld conditioned or delayed, to provide construction financing for the Project.

“Contractor” means one or more individuals or firms constituting a general

contractor properly licensed by Broward County, the State of Florida or other appropriate jurisdiction to the extent required by applicable law to perform contracting services to construct the Improvements, bonded to the extent required by applicable law and contract specifications and means a Contractor for site development work (infrastructure), structural improvements, underground water and sewer utilities, mechanical (HVAC), plumbing and electrical.

“Certificate of Occupancy or C/O” means wherever this term is used herein it shall refer to a final certificate of occupancy issued by the City’s building official pursuant to the Florida Building Code or other appropriate governing authority.

“City” means the City of Fort Lauderdale, a municipal corporation of the state of Florida.

“City Commission” means the elected officials and governing body of the City.

“Closing Date” or “Closing” means the date the Owner closes on its construction loan with the Construction Lender. The Closing Date shall occur on or before March 5, 2024, Co-Developer or Guarantor may request an extension of the Closing Date from the Agency’s Authorized Representative for up to an additional sixty (60) days provided Co-Developer and Guarantor have used Reasonable Efforts in meeting the lending conditions of its Construction Lender and has secured a loan commitment, a copy of which has been provided to the Agency.

“Co-Developer” means Invest Fort Lauderdale, Inc., a Florida non-profit corporation.

“Commencement Date” means, for purposes of this Agreement, commencement of the Horizontal and Vertical Improvements of the Project no later than May 6, 2024.

“Completion Date” means the date on which a Certificate of Occupancy is issued for the entire Project which date shall be no later than 36 months from the Effective Date of this Agreement, subject to Force Majeure (as defined in 15.5) and extensions approved by the Executive Director.

“Contract Administrator” means the Executive Director of the Agency or his or her designee. For purposes of Article 5 and Section 6.2 of Article 6, the Contract Administrator shall be deemed the Area Manager for the Northwest-Progresso-Flagler Heights Community Redevelopment Area.

“CRA Advisory Board” means the City of Fort Lauderdale Northwest-Progresso-Flagler Heights Community Redevelopment Agency Advisory Board appointed by the City Commission to advise the City and CRA Board regarding community redevelopment matters affecting the Redevelopment Area.

“CRA Board” means the governing board of the Agency.

“Developer” means Sistrunk Apartments Developer, LLC, a Florida limited liability company.

“Declaration of Developer Restrictive Covenants” means that instrument executed by Owner at closing on the Entire Site in favor of the Agency, in form and content acceptable to the Agency, which shall incorporate the Affordable Housing Requirement, Affordable Rents and other community benefits described in Section 3.3.1 of Article 3.

“Effective Date” means the date on which the last party executes this Agreement.

“Entire Site” or “Property” means the real property legally described in Exhibit “A”.

“Escrow Agent” shall have the meaning described in Section 4.1 of Article 4.

“Funding Agreement” means that certain agreement which shall be entered into between the Agency, Construction Lender, Co-Developer, Owner and the Escrow Agent, which will govern the disbursement and use of the Agency’s Forgivable Funds and the Construction Lender’s loan proceeds for construction of the Improvements.

“Guarantor” shall mean Magellan Housing LLC, a Florida limited liability company.

“Hard Costs” means costs for labor and materials required to construct a permanent structure on the Entire Site and for installation of site improvements such as water, sewer, electric and other utilities, grading, paving and drainage improvements to the Entire Site.

“Horizontal Improvements” means the water, sewer, electric and other utilities, grading, paving and drainage improvements to the Entire Site.

“Improvements” means collectively the Horizontal Improvements and Vertical Improvements to be constructed on the Entire Site as shown in the Applicant’s application for Agency funding and site plan approved by the appropriate governing authority.

“Investor” means the entity that will be the tax credit equity investor member of the Owner.

“Master Lease” shall have the meaning set forth in Section 3.5 of Article 3.

“Manager” means Sistrunk Apartments Manager, LLC, a Florida limited liability company.

“Owner” means the legal title holder of the Property. Currently, the Agency is the Owner. After the Closing Date, the Applicant shall be the Owner.

“Person” means any individual, corporation, firm, partnership, trust, association, or

other entity of any nature.

“Plans and Specifications” means the documents required for the construction of the Improvements, that may include predesign plans and drawings, preliminary plans and building, electrical and mechanical drawings, schematic design documents, design development documents, together with all amendments and modifications thereof, approved by Agency and the Guarantor as provided in this Agreement. To the extent not included in the Plans and Specifications, the subcontractor agreements used by the Contractor shall include written instructions specifying materials, workmanship, style, color and finishes consistent with the Project Development Plan.

“Project” means the financing, marketing, design, construction, operation and management by the Owner and Guarantor of a mixed use project consisting of two (2) five story “green certified” buildings with thirty six (36) rental units in each building, approximately 2,200 square feet of commercial space in each building (which commercial space shall be leased to the Co-Developer under the terms of the Master Lease), and a parking structure with state of the art security system and carded access, together with other Improvements in accordance with the Project Development Plan, Project Schedule and Project Budget. This Project shall provide Affordable Rents for Eligible Persons for a minimum of thirty (30) years as set forth in Section 3.3.1 of Article 3 and affordable rents for commercial and retail tenants as set forth in Section 3.5 of Article 3.

“Project Budget” means the preliminary budget prepared by the Guarantor as described in Exhibit “D” that shows the anticipated line items and the estimated costs for all the items that the Guarantor expects to incur in connection with development and construction of the Project.

“Project Development Plan” means the plan prepared by the Guarantor as described in Exhibit “B” which includes the approved site plan for the Project, as well as the floor plans and elevations for the Vertical Improvements and the minimum features of the Project.

“Project Schedule” means the preliminary schedule and time frame for the submittal of applications for approvals required by this Agreement, and for the commencement and completion of construction of the Improvements pursuant to this Agreement, attached hereto as Exhibit “C” to this Agreement.

“Reasonable Efforts” means a good faith attempt by a Person to cause a result, but not an assurance or guarantee that such result will be achieved.

“Redevelopment Area” means the Northwest-Progresso-Flagler Heights Community Redevelopment Area, as designated by Resolution No. 95-86, as may be amended from time to time.

“ULDR” means the Unified Land Development Regulations of the City of Fort Lauderdale, Florida.

“Vertical Improvements” means above grade buildings and structures for which a building permit is required.

Other capitalized terms not defined in this Article shall have the meanings assigned to them elsewhere in this Agreement. Words used herein in the singular shall include the plural and words in the masculine/feminine/neuter gender shall include words in the masculine/feminine/neuter where the text of this Agreement requires.

ARTICLE 2
PURPOSE

2.1 The purpose of this Agreement is to promote implementation of the Redevelopment Plan by providing for an award of Agency Funds and donation of the Property, subject to the terms and conditions set forth herein, for the development and construction of the Project in accordance with the Project Development Plan, Project Schedule and Project Budget to create a mixed use project, to create a vibrant community, to provide for affordable housing, to create stable communities, to enhance the quality of life, improve the aesthetic and useful enjoyment of the Redevelopment Area through the elimination of slum and blight, all in accordance with and in furtherance of the Redevelopment Plan and as authorized by and in accordance with the Act.

2.2 After review of the application for funding by Sistrunk Apartments, LLC, the Agency approved the Project as being in the public interest and in furtherance of the goals, objectives and provisions of the Redevelopment Plan and authorized execution of this Development Agreement to set forth the respective duties and responsibilities of the parties pertaining to the terms and condition for development of the Project.

2.3 Sistrunk Apartment LLC’s application for Agency Funds are incorporated in this Agreement as if fully set forth herein. In the event of a conflict between the application and this Agreement, the terms of this Agreement shall control.

ARTICLE 3
PROJECT

3.1 Agency. Agency is donating the Property and providing funding under its Development Incentive Program with the understanding that Owner and Guarantor shall construct, manage, finance and operate the Project in accordance with the Project Schedule, Project Development Plan and Project Budget.

3.2 Conditions.

Closing on the Agency Loan is subject to compliance with the following conditions:

3.2.1 Closing on Owner’s construction financing with its Construction Lender, closing on its tax credit investment together with satisfactory evidence that it has

sufficient funding to complete the Improvements in accordance with the Project Development Plan, Project Schedule and Project Budget. The Agency agrees to subordinate the lien of its mortgage to a first mortgage in favor of the Construction Lender and to any other lender consented to by the Agency.

3.2.2 Execution and delivery of the Agency Forgivable Promissory Note, Mortgage and Security Agreement, Assignment of Mortgage and Other Loan Documents, UCC-1 Financing Statement, Loan Agreement, Declaration of Developer Restrictive Covenants, Negative Pledge Agreement, Environmental Indemnity Agreement, Loan Agreement, Funding Agreement, Guarantee of Payment, Performance and Completion from Guarantor and such other agreements and instruments as reasonably required by the Agency.

3.2.3 Survey certified to the Agency meeting the minimum technical standards under the Florida Administrative Code and otherwise in form and substance acceptable to the Agency using commercially reasonable standards.

3.2.4 Issuance of a Title Commitment and subsequent lender's title policy in the amount of \$8,000,000, at Owner's expense, to insure the Agency security interest in the Entire Site with the Owner bearing responsibility to pay the owner's and lender's title premium and title search fees. Such title commitment shall be bound to delete all standard exceptions, including the gap, delete all schedule B-1 requirements and to issue Florida Form 9 and Environmental Lien coverage.

3.2.5 Compliance with the terms and conditions of the Loan Agreement and if applicable, the Funding Agreement.

3.2.6 A payment and performance bond in accordance with the requirements of the Construction Lender and listing the CRA as a dual obligee.

3.2.7 Recordation of the Declaration of Developer Restrictive Covenants in the public records of Broward County, Florida, which shall be prior in dignity to the lien and encumbrance of the Construction Lender and recordation of the Mortgage and UCC1 Financing Statement in favor of the Agency.

3.2.8 Agency reasonable approval of the final Plans and Specifications for the Improvements.

3.2.9 Proof of recording of a Notice of Commencement after the Agency's mortgage listing the Agency as a party to receive Notice to Owner.

3.2.10 Proof of Insurance as required under Article 9.

3.2.11 Review and acceptance of environmental assessment on the Property. The assessment shall establish the baseline. After the Closing, the Owner shall indemnify the Agency for Hazardous Substances and conditions which arise after the

baseline.

3.2.12 Satisfactory evidence that Owner has sufficient equity to complete construction of the Project.

3.2.13 Receipt and review of a draw schedule, construction schedule and budget, sources and uses, project schedule, survey and schedule of values for the Project.

3.2.14 Receipt and review of a construction contract between the Owner and a qualified and experienced general contractor along with copy of the general contractor's license.

3.2.15 Certificates of Good Standing and corporate authorization of the Owner, Developer and Guarantor and its controlling entities along with copies of the Manager's and Developer's operating agreements by and between the Co-Developer and the Guarantor and/or their subsidiaries. In addition to other terms and conditions the agreement between Co-Developer and the Guarantor shall not require Co-Developer to execute a guaranty of performance, payment or completion or to cover any cost overruns or obligate Co-Developer to respond to any capital calls. The Co-Developer shall not be required to assume any risk for payment, completion or management of the Project it being agreed that other than items that are specifically the Co-Developer's responsibility under this Agreement, all other items relating to the Project are the primary responsibility of the Owner, the Developer and the Guarantor and the Co-Developer shall have no liability for the failure of such matters being completed/satisfied other than for any liability relating to the Co-Developer's gross negligence or willful misconduct. Further, Co-Developer shall receive a twenty percent (20%) interest of all distributions made to all of the Owner's members (other than the Investor) as well as twenty percent (20%) of all fees that would otherwise be distributions (such as so-called incentive management fees, incentive leasing fees, etc.) and twenty (20%) of the developer's fee paid to the Developer by the Owner. Co-Developer shall not have any liability to any third parties, except to the Agency as set forth herein.

3.2.16 Master Lease by and between Co-Developer and Owner regarding leasing rights to commercial space.

3.2.17 All development approvals from the appropriate governing authority have been issued for the Project.

3.2.18 Receipt and review of all owners who hold a direct or beneficial interest in the Property or Co-Developer or Guarantor and its controlling entities along with copies of the organizational documents.

3.2.19 Closing and transfer of title to the Property to the Co-Developer or a wholly owned subsidiary of the Developer as approved by the Agency, with the simultaneous contribution of the Property by the Co-Developer to the Owner, reserving

unto the Agency a right of reverter in the event the Project is not completed as evidenced by a Certificate of Occupancy.

3.2.20 Such other documents, instruments, studies, analysis and evaluation as required by the CRA in the exercise of its reasonable discretion.

3.3 Conditions for Satisfaction of the Forgivable Loan.

3.3.1 There is no repayment requirement so long as the Owner, Developer and Guarantor comply with the terms and conditions of this Agreement and other CRA documents. A Re-Assignment of Mortgage and other Loan Documents shall be issued and the Forgivable Promissory Note cancelled on the Forgivable Loan for the Project upon satisfaction of the Affordable Housing Requirement, provided the Owner, Developer and Guarantor are not in default.

The Agency, Co-Developer and Guarantor agree that the Entire Site shall be owned, held, used, transferred, sold, conveyed, demised, occupied, possessed and used subject to the Declaration of Developer Restrictive Covenants ("DRC"), as well as all other reservations, regulations and burdens set forth in this Agreement. The Guarantor shall cause the Owner to execute the instrument which shall be binding upon the Owner and its successors and/or assigns. Such Declaration of Developer Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida at Owner's expense simultaneous with the Mortgage. Such Declaration of Developer Restrictive Covenants shall require one hundred percent (100%) of the residential units be leased to individuals or families whose income, as adjusted for family size, is, on average, not greater than sixty percent (60%) of Broward County Area Median Income ("Eligible Persons"), as established by the Department of Housing and Urban Development, or its successor, for thirty (30) years starting from the date of occupancy by the first residential tenant ("Affordable Housing Requirement"). All of the residential units, as adjusted for size of unit, shall be leased at Affordable Rents. Affordable Rents shall mean payment of rent which does not exceed thirty percent (30%) of the occupant's gross monthly income including utility charges. Owner shall provide such reports and supporting documents as evidence of the income of each Eligible Person as required by the Agency. For each year Owner complies with this covenant, the Forgivable Funding shall be forgiven pro rata based on each unit in compliance. Owner, at its expense, shall provide to Agency an annual written report ("Rental Report") certifying that all residential tenants meet the initial requirements at the time of initial lease commencement. The first Rental Report shall be submitted on the Completion Date and each subsequent annual Rental Report on its anniversary for the preceding calendar year. Each Rental Report shall be certified by a third party State of Florida registered certified public accountant or consultant, chosen by the Agency, verifying the complete and accurate nature of the Rental Report. Notwithstanding any language contained herein to the contrary, the Agency shall accept as the Rental Report the rental reports submitted to the Florida Housing Finance Corporation. Each Rental Report subsequent to the "sunset" of the Agency shall be submitted to the City. On the Closing Date, both parties shall agree to the form of the Rental Report to be submitted by Owner and the then current form acceptable to the

Florida Housing Finance Corporation shall be acceptable to the Agency. Notwithstanding any other provision of this Agreement, Agency's right in or rights under the DRC, as the same may be modified, amended or renewed in accordance with the provisions of this Agreement, shall not be encumbered by or subordinated in any way to (a) any mortgage now or hereafter existing, (b) any other liens or encumbrances hereafter affecting, created or suffered by Co-Developer, Guarantor or Owner on their respective interest, or (c) any lease, sublease or any mortgages, liens or encumbrances now or hereafter placed on the Property or any interest of any tenants of subtenants. Owner, Co-Developer and Guarantor shall in no event have any right or authority to create liens or encumbrances on or affecting any interest in or rights of Agency in the Declaration of Developer's Restrictive Covenant. The provisions of this Article shall survive termination or expiration of this Agreement until the expiration or termination of the DRC.

The Agency Loan shall be forgiven prorata over thirty (30) years for each year each residential unit within the Project is in compliance with the Affordable Housing Requirement.

3.4 Prohibited Uses. Co-Developer and Guarantor agree that the commercial or residential space shall not be used for those non-permitted uses as provided in Section 47-12 of the ULDR and shall not be used for the following (i) "adult uses" as such term is defined in Section 47-18.2 of the ULDR; or (ii) liquor store, tattoo parlor or bar; or convenience kiosk as provided in the ULDR, during a thirty (30) year term commencing on Project Completion Date and will execute at Closing a restrictive covenant to be recorded in the public records of Broward County evidencing these restrictions.

3.5 Option to Lease Commercial Space. As part of its legal arrangement with the Guarantor and Applicant and as a condition of the Forgivable Loan, Co-Developer, or its wholly owned subsidiary, shall have the exclusive right and option to lease all the commercial space in both buildings for a minimum of fifteen years at a rate of \$5.00 per square foot for years 1 through 5 of the lease term, \$6.00 per square feet for years 6 through 10 of the lease term and \$7.00 per square feet for years 11 through 15 of the lease term with the understanding that Co-Developer may sublet all or a portion of the retail and commercial space to small businesses as part of its initiative to support and sustain small businesses and economic development. If the Co-Developer exercises its option to lease the commercial space on or before the Completion Date, then these terms and other mutually acceptable terms of the lease shall be reflected in a triple net lease between the Owner and Co-Developer (the "Master Lease"). Co-Developer shall also be responsible for its proportionate share of taxes, insurance, maintenance and other common expenses, as defined in the Master Lease. All subtenants must comply with applicable rules and regulations related to rental of retail and commercial space within the Project and will receive the same benefits and privileges as other similarly situated tenants. As part of its legal arrangement with the Guarantor and Applicant, Co-Developer shall have the right to charge rent in excess of the rate charged by the Owner, or its successor and/or assigns, and neither Owner nor Guarantor shall be entitled to share in the excess rents or receive any benefits from the excess rents.

3.6 Right to Enforce.

3.6.1 The parties stipulate and agree that for enforcement purposes the Declaration of Developer Restrictive Covenants shall run in favor of the Agency. The Agency shall have the right, in the event of any uncured breach of the Declaration of Developer Restrictive Covenant to exercise all the rights and remedies available to the Agency as provided therein, including maintenance of any actions at law for damages, for declaratory relief or actions in equity for the enforcement of the terms hereof.

3.6.2 The Agency may enforce the Declaration of Developer Restrictive Covenants in any judicial proceeding in any court of competent jurisdiction seeking any remedy cognizable at law or in equity, including injunctive relief, specific performance or any other form of relief against any Person violating or attempting to violate any term or condition of the Declaration of Developer Restrictive Covenants. The failure of the Agency to enforce any provision contained in the Declaration of Developer Restrictive Covenants shall not be deemed a waiver of such provision or of the right of the Agency to thereafter enforce such provision. The prevailing party in any such litigation shall be entitled to the award of court costs and reasonable attorneys' fees at both the trial and appellate levels, including mediation relating thereto.

3.6.3 It is intended and the parties do hereby stipulate and agree that the Declaration of Developer Restrictive Covenants shall so expressly provide, that the covenants and restrictions provided for therein, shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, and except only as to otherwise specifically provided for therein, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Agency against the Owner. The Declaration of Developer Restrictive Covenants shall remain in full force and effect until the conditions for release have been satisfied. For the purposes of enforcement of the Declaration of Developer Restrictive Covenants, the parties stipulate and agree that an uncured violation thereof constitutes an irreparable injury for which there is no adequate remedy at law.

3.7 Programs. During the term of the Affordable Housing Requirement, the Guarantor shall cause the Owner, at its expense, to create, manage and offer educational programs to residential tenants on health, and occupational training for residential tenants within the Project. This condition is not tied to forgiveness of the Forgivable Loan.

ARTICLE 4 DISBURSEMENT OF AGENCY FUNDS

4.1 Disbursements. At Closing, Owner, Co-Developer, Agency and Owner's Construction Lender or alternatively, a mutually acceptable escrow and disbursing agent ("Escrow Agent"), shall enter into a Funding Agreement setting forth the obligations of

each party to disburse the Agency funds in accordance with a sources and uses statement, schedule of values and construction budget. The Agency Loan shall be used for Hard Costs only and such funding and disbursements shall be made pari passu with the Construction Lender. It is anticipated that the Agency share of each disbursement shall equal the percentage that the Agency's Loan bears to the total loan amount of the Construction Lender and Agency for Hard Costs only of the Project. The obligation to fund the Agency Loan are subordinate to overhead and administrative costs related to operating and managing the Agency and current and future Agency debt and previously approved Agency projects. Neither this Agreement nor the obligations imposed upon the Agency hereunder shall be or constitute an indebtedness or general obligation of the Agency or other governmental authority within the meaning of any constitutional, statutory or charter provisions requiring the Agency or other governmental authority to levy ad valorem taxes nor a lien upon any properties or funds of the Agency or other governmental authority. The parties agree this Agreement is not intended to create debt of the Agency nor does this Agreement constitute an unconditional obligation to pay the Agency Loan. The obligations hereunder shall not constitute a lien, either legal or equitable, on any of the Agency's tax increment revenue or other revenue, nor shall it preclude the Agency from pledging its tax increment revenue in the future and nor shall it give the Co-Developer or Guarantor a prior claim to the revenue of the Agency.

ARTICLE 5
PROJECT DEVELOPMENT PLAN

5.1 Project Development Plan. The Agency acknowledges that the Guarantor has prepared and completed a Project Development Plan for development of the Project on the Entire Site. Agency hereby approves the Project Development Plan which is conceptual in nature, subject to the Vertical Improvements meeting the requirements of the ULDR for the City and such other laws, rules and regulations applicable to the Project and as otherwise provided for in this Agreement. Prior to the submission to the City of an application for the first building permit for the construction of the Vertical Improvements or for the first engineering permit for construction or installation of any infrastructure improvements, the Guarantor shall submit the final Plans and Specifications for the Vertical Improvements to the Contract Administrator for the Redevelopment Area for a determination that the Plans and Specifications are consistent with the Project Development Plan in effect at the time of such submission. Any such requests shall be acted upon by the Contract Administrator within fourteen (14) days of the submission of such request or the Plans and Specifications will be deemed to be consistent with the Project Development Plan by the Agency. If the Contract Administrator, in his reasonable discretion, determines that the Plans and Specifications are not consistent with the Project Development Plan, the Guarantor will have thirty (30) days to resolve any objections of the Contract Administrator and to modify the Plans and Specifications as required by the Contract Administrator. If the Guarantor submit(s) modifications to the Plans and Specifications as required by the Contract Administrator, the Contract Administrator shall have ten (10) days to determine if such modifications sufficiently resolve the Contract Administrator's objections to the Plans and Specifications. If the

Contract Administrator does not act on the modifications to the Plans and Specifications submitted to the Contract Administrator within the ten (10) day period, the submitted modifications to the Plans and Specifications will be deemed to be consistent with the Project Development Plan by the Agency. If the Guarantor and Contract Administrator cannot reach agreement upon any objections raised by the Contract Administrator upon the initial or any subsequent submittal or modifications to the Plans and Specifications, then the Guarantor may appeal to the Executive Director of the Agency whose decision must not be unreasonably withheld, conditioned or delayed.

5.2 Modification. Any proposed modifications to the Project Development Plan, shall be submitted to the Contract Administrator for approval, which approval will not be unreasonably withheld. However, all modifications must substantially conform to the Project Development Plan and such modification must relate to impediments of the sites or other construction obstacles and not related to constructing less expensive or reducing the density of the Vertical Improvements unless otherwise approved by the Agency in its sole discretion. Any request for approval of a modification shall be acted upon by the Contract Administrator within fourteen (14) days of submission of such request or such request shall be deemed approved by the Agency. The Contract Administrator may approve, deny, or approve the proposed modifications subject to conditions. If the proposed modifications are approved or approved with conditions, the Guarantor will have thirty (30) days to include the conditions or changes in the Project Development Plan. If the Guarantor includes the changes, the revised modifications to the Project Development Plan will be resubmitted to the Contract Administrator, and if it is determined that the revised Project Development Plan conforms with the conditions requested, the Contract Administrator will shall approve such modifications. If the Contract Administrator does not act on the resubmitted modifications to the Project Development Plan within the ten (10) day period, the submitted modifications to the Project Development Plan will be deemed to be consistent with the Project Development Plan by the Agency. If the Guarantor and Contract Administrator cannot reach agreement upon any objections raised by the Contract Administrator upon the initial or any subsequent submittal or modifications to the Project Development Plan, then the Guarantor has the right to appeal to the Executive Director of the Agency whose decision must not be unreasonably withheld, conditioned or delayed.

5.3 Zoning, Vacation of Streets, other Government Approvals. The Guarantor acknowledge and agree, to obtain or cause to be obtained at its own expense, all appropriate approvals, permits, subdivisions variances, rezonings, street vacations or waivers necessary under applicable law rules and regulations including building permits for construction of the Project as contemplated by this Agreement and as required by the applicable governmental authority. The Co-Developer and Guarantor shall comply with all applicable zoning, subdivision, land use and/or environmental laws; provided that the foregoing shall not relieve the Co-Developer or Guarantor of the obligation to pay water charges, pollution control charges and electrical service charges with respect to the Vertical Improvements, at their normal rates or levels. Nothing in this Agreement shall waive the City's police powers and obligations with respect to the review of development approval applications acting in its governmental and regulatory capacity.

5.4 Permits. All Improvements shall be constructed by the Owner pursuant to a building or engineering permit or permits, as applicable, issued by the City covering each such improvement. The Guarantor is responsible for causing the Owner to obtain all required permits for Improvements and/or connections as applicable and required from any and all jurisdictional authorities.

5.5 Approval by Other Governmental Agencies. All Plans and Specifications must be approved by such other governmental agencies, whether state, local, or federal, that have jurisdiction and require approval of them. Plans and Specifications shall be prepared, construction of all Improvements shall be carried out and all obligations of the Co-Developer and Guarantor as provided in this Agreement shall be carried out and use of the Project shall be in accordance with all applicable rules, laws, ordinances and governmental regulations of all governmental agencies having jurisdiction over such matters. The Co-Developer and Guarantor are responsible for obtaining all required approvals as applicable and required from any and all jurisdictional authorities.

5.6 Changes to Project Schedule. If required, due to changes in the Project Development Plan, the Project Schedule shall be revised by Guarantor to reflect such changes to the Project Development Plan.

5.7 Submission of Applications for Development Permit Approval. It shall be the responsibility of Guarantor to obtain approval of the zoning, site plan, and the Plans and Specifications for the Improvements from the applicable departments within the City. In the event the City requires changes to the Project Development Plan and/or the Plans and Specifications so as to ensure the Project complies with applicable zoning, land use and/or building code requirements, which required changes are in conflict with any required changes or modifications required by the Agency through the review process set forth in Sections 5.1 and 5.2 above, the requirements of the City shall control and Co-Developer and Guarantor shall be deemed to be in compliance with this Agreement notwithstanding any disagreement between the Agency and the City concerning such conflict. The Co-Developer, Guarantor and the Agency expressly agree that the requirements of the City for obtaining all permits for the Project shall control any changes to the Project Development Plan and the Plans and Specifications. In the event the number of residential units are reduced by more than 10% of the total number of units, then the Agency reserves the right reduce the Agency Loan by the same percentage of units reduced.

5.8 Submission of Project Documents. During the course of constructing all Improvements, the Guarantor will, upon request, submit to the Agency copies of the following (herein collectively called "Project Documents"):

5.8.1 All soil test, engineering studies, feasibility studies, plans, specifications and related documents, studies, tests, plans and drawings concerning any item comprising the Improvements;

5.8.2 Preliminary plans and specifications for the Vertical Improvements, including but not limited to all civil, architectural, structural, mechanical, electrical and landscaping plans and specifications, soil borings and foundation plans;

5.8.3 Final Plans and Specifications, permits and related documents concerning the Improvements; and

5.8.4 Any revisions, corrections, amendments, or supplements to any of the foregoing.

ARTICLE 6 THE DEVELOPMENT

6.1 Scope of Development. The Guarantor shall be responsible for arranging, managing, overseeing, coordinating and administering the development and construction of the Project subject to the terms and conditions provided in this Agreement. The Guarantor shall construct and develop, or cause to be constructed and developed, all Improvements which the Guarantor is obligated to construct and develop in accordance with the Project Schedule and approved site plan by the appropriate governmental authority, and subject to the conditions established in this Agreement. The Guarantor shall assume responsibility for securing the necessary financing for completing the Project, including carrying costs, management fees, financing costs, marketing and promotional expenses.

6.2 Authority of Agency to Monitor Compliance. During all periods of design and construction, the Contract Administrator shall have the authority (at no cost to the Co-Developer or Guarantor) to monitor compliance by the Co-Developer and Guarantor with the provisions of this Agreement and the Project Development Plan. To that end, during the period of construction and without prior notice to the Co-Developer or Guarantor, or any Contractor, representatives of the Agency shall have the right of access to the Project and the Entire Site and to every structure within the Project and on the Entire Site during normal construction hours. Agency monitoring of compliance shall not be in lieu of normal engineering or building inspections for any element or sub-element of the Improvements or connections as required by other jurisdictional authorities.

ARTICLE 7 PROJECT SCHEDULE

7.1 The Developer, Guarantor and the Agency staff have jointly prepared a Project Schedule setting forth specific dates for the performance of each party's respective obligations under this Agreement (herein called the "Project Schedule"). The Project Schedule is hereby approved by the Agency, the Developer and the Guarantor. Subject to the terms of this Agreement, the Developer and Guarantor, jointly and severally, hereby agrees to undertake and complete the construction and development of the Project in accordance with this Agreement and the Project Schedule, and to use all

Reasonable Efforts to comply with all of the obligations and abide by all the dates set forth therein. The Agency hereby agrees to complete those acts to be performed by the Agency within the dates set forth in the Project Schedule, and to use all Reasonable Efforts to cause those acts to be performed by the Agency within the dates established by the Project Schedule, and to otherwise comply with all of the obligations of the Agency and abide by all the dates set forth therein. The Project Schedule may be modified by Guarantor upon providing advance notice of such modification to the Agency for good cause, subject to approval by the Contract Administrator which approval will not be unreasonably withheld, conditioned or delayed. Any request for such approval shall be acted upon by the Contract Administrator within fourteen (14) days of submission or such request shall be deemed approved by the Agency. In any event, construction and development of the Project shall be completed no later than thirty-six (36) months from the Effective Date of this Agreement, provided however, the Agency may approve up to one (1) consecutive six (6) month extensions for such completion upon the written request of the Guarantor for good cause, which approval will not be unreasonably withheld. The Project Schedule will be extended for events constituting Force Majeure as provided in Section 15.5 hereof; including delays caused by the Agency.

7.2 Timing of Completion. Each part of the Project and the Project as a whole shall be completed by the dates set forth in the Project Schedule unless amended by the Parties hereto in writing.

ARTICLE 8
ADDITIONAL CONDITIONS FOR PARTICIPATION

8.1 Other Documents. The Agency shall have received on or before the date of any disbursement hereunder such other documents or items as the Agency may reasonably request.

8.2 Compliance with Consultant's Competitive Negotiation Act. The Agency did not make the initial decision for construction of this Project nor does it control the timing, sequence, methodology or techniques used to construct the Vertical or Horizontal Improvements and will not use, occupy or manage the Project. Finally, the architect or engineer will not be responsible to the Agency for administration of the construction documents. Further, none of the proceeds of the Agency Loan shall be used fund improvements (including Horizontal Improvements) in a public right of way.

8.3 Taxes and Other Charges. Upon acquiring title to the Entire Site, Guarantor shall cause Owner to pay all ad valorem and non-ad valorem taxes and other governmental fees, charges or assessments that are related to the Entire Site or personally situated thereon or operations conducted thereon. Guarantor shall cause Owner to pay all such taxes and other charges when due and before any fine, penalty, interest or other cost is added, becomes due, or is imposed by operation of law for nonpayment. These taxes and other charges include, but are not necessarily limited to the following:

8.3.1 All taxes, assessments, water, sewer, connection fees, garbage rates and charges, public utility charges, excise levies, licenses and permit and impact fees;

8.3.2 All such charges whether they are general or special, ordinary or extraordinary, foreseen or unforeseen, assessed, levied, confirmed or imposed upon the Entire Site or use thereof or improvements thereto or personally situated thereon;

8.4 Contest. Nothing in this subsection shall require the payment of any such sum if the Guarantor promptly notifies the Agency and the City and by appropriate proceedings contests the same in good faith. Guarantor may contest the validity of any tax, tax claim, or charge or assessment, described herein without being in default for nonpayment of taxes under this Agreement, provided Guarantor complies with terms and conditions of this Section. Guarantor must give Agency written notice of the Owner's intention to contest and Guarantor must also furnish Agency with a bond with surety by a surety company qualified to do business in the State of Florida or cash paid into escrow and held by Agency. The bond or cash must be in an amount equal to the amount of the taxes, claim, charge or assessment together with estimated penalties and interest being contested and must be conditioned upon payment of the taxes, claim, charge or assessment once the validity has been determined. Guarantor must give the written notice accompanied by evidence of the bond or escrow to Agency not later than sixty (60) days before the contested taxes would otherwise become delinquent.

ARTICLE 9 INSURANCE

9.1 Insurance. Guarantor agrees to provide the following insurances or include the following insurance requirements in any agreement it enters into with any Contractor performing construction work on the Property, the following insurance and Guarantor further agrees to provide to Agency, prior to commencement of the improvements with respect to such contract, certificates of insurance evidencing the Contractor's compliance with the requirements of this Section.

Providing proof of and maintaining adequate insurance coverage are material obligations of the Guarantor. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the contractor shall not be interpreted as limiting the Contractor's liability and obligations. 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.

The coverages, limits, and/or endorsements required herein protect the interests of the Agency, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures. The requirements

contained herein are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor.

The following insurance policies and coverages are required:

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$2,000,000 each claim and \$2,000,000 aggregate.

The Project’s design professionals, including the architect and engineer, must keep the professional liability insurance in force until the third anniversary of acceptance of work by Developer or Guarantor.

Commercial General Liability

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

- \$1,000,000 each occurrence and \$1,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$1,000,000 aggregate for Products and Completed Operations
- \$5,000,000 Umbrella Liability Insurance

The Agency, its officials, employees, and volunteers are to be covered as an additional insured 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 contractor. The coverage shall contain no special limitation on the scope of protection afforded to the Agency, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

Crane and Rigging Liability

Coverage must be afforded for any crane operations under the Commercial General or Business Automobile Liability policy as necessary, in line with the limits of the associated policy.

If the contractor does not own vehicles, the contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term “hazardous materials” includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by

the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the contractor shall procure and maintain the following coverage:

Contractor's Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$5,000,000 per claim including but not limited to, all hazardous materials.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Guaranteed policy extension provision
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized or electrical equipment

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage. This insurance shall remain in effect until the work is completed.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes and be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Developer or Guarantor shall provide the Agency with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work.
- b. 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.
- c. The Agency shall be named as an Additional Insured on all liability policies, with the exception of Professional Liability, Business Auto Liability, and Workers' Compensation.
- d. The Agency shall be granted a Waiver of Subrogation on the contractor's Workers' Compensation insurance policy.
- e. The title of the Project or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

Fort Lauderdale Community Redevelopment Agency
914 Sistrunk Blvd., Suite 200

Fort Lauderdale, FL 33311

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with these requirements.

The Contractor's insurance coverage shall be primary insurance as respects to the Agency, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the Agency, its officials, employees, or volunteers shall be non-contributory.

It is the Guarantor's responsibility to ensure that any and all of the Owner's or Guarantor's Contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Guarantor.

Operation and Management of the Project.

During the term of the Affordable Housing Requirement and after the Certificate of Occupancy is issued and during any renewal or extension term of this Agreement, the Guarantor shall cause the Owner, at its sole expense, to 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 Guarantor. The Guarantor shall provide the Agency a certificate of insurance evidencing such coverage. The Owner's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Owner shall not be interpreted as limiting the Guarantor's liability and obligations under this 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 the Agency's Risk Manager.

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

The following insurance policies and coverages are required:

Property Coverage

Coverage must be afforded in an amount not less than 100% of the replacement value of the property with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Any separate Flood and/or Windstorm deductibles are subject to approval by the Agency

This policy shall insure the interests of the Owner in the property against all risk of physical loss and damage and name the Agency as a loss payee.

The Owner or Guarantor shall, at their own expense, take all reasonable precautions to protect the Property and Project from damage or destruction.

Collection of Insurance

Subject to the Investor's and any lender requirements, in the event of destruction of or damage to over fifty percent (50%) of any of the Property or the buildings, other structures and Improvements covered by insurance, the funds payable pursuant to such insurance policies shall be payable to, and deposited in, a commercial national bank as trustee, located in Fort Lauderdale, Florida, selected by Guarantor, as a trust fund, and the funds shall be used for the purpose of reconstruction or repair, as the case may be, of any of the buildings, other structures or Improvements so damaged or destroyed. Such reconstruction and repair work shall be done in a good and workmanlike manner. Should the cost of reconstruction or repair exceed the amount of funds available from the proceeds of such insurance policy, then in such event, such funds shall be used as far as the same will permit in paying the cost of the reconstruction or repair. If the cost of such reconstruction or repair work shall be less than the proceeds derived from such insurance policies, the surplus shall be payable to Owner.

Commercial General Liability

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

- \$5,000,000 each occurrence and \$5,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$5,000,000 each occurrence and \$5,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The Agency, its officials, employees, and volunteers are to be covered as an additional insured 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 Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the Agency, its officials, employees, and volunteers.

Insurance Certificate Requirements

- f. The Guarantor shall provide the Agency with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- g. The Guarantor shall provide to the Agency a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- h. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Guarantor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- i. In the event the Agreement term or any surviving obligation of the Guarantor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Guarantor shall provide the Agency with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect.
- j. 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.
- k. The Agency shall be named as an Additional Insured on the general liability policy.
- l. The title of the Agreement, Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

Fort Lauderdale Community Redevelopment Agency
 914 Sistrunk Blvd., Suite 200
 Fort Lauderdale, FL 33311

The Owner or the Guarantor 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 operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the Agency as an Additional Insured shall be at the Owner's and Guarantor's expense.

If the Owner's or Guarantor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Owner or Guarantor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Owner's and Guarantor insurance coverage shall be primary insurance as respects to the Agency, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the Agency, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Owner or Guarantor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the Agency, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Owner or Guarantor must provide to the Agency confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The Agency reserves the right to review, at any time, coverage forms and limits of Owner's or Guarantor's insurance policies.

The Owner or Guarantor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Owner's or Guarantor's insurance company or companies and the Agency's Risk Management office, as soon as practical.

It is the Owner's and Guarantor's responsibility to ensure that any and all of the Owner's or Guarantor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Guarantor.

9.2 Maintenance Costs. It is understood and agreed that Owner and Guarantor shall be responsible for all matters pertaining to the Project and all costs, fees, taxes, conditions or any other matter associated with the Project. The Guarantor shall cause the Owner to maintain the Entire Site in a clean, sanitary and safe condition. No portion of the Entire Site shall be allowed to become or remain overgrown or unsightly nor be used or maintained as a dumping ground for rubbish. The Guarantor shall cause the Owner to, at its own expense and subject to reasonable construction conditions and activities, keep the Entire Site in good and clean order and condition and will promptly make all necessary or appropriate repairs, replacements and renewals, thereof, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen. All repairs, replacements and renewals shall be equal in quality and class to the original work. When making such repairs, replacements and renewals, the Guarantor shall cause the Owner to comply, if legally required, with all laws, ordinances, codes and regulations then applicable to the Project or Property.

9.3 Waste. The Guarantor shall not permit, commit or suffer waste or impairment of the Project or the Entire Site except as may be due to construction activity on the Entire Site.

ARTICLE 10
REPRESENTATIONS AND WARRANTIES

10.1 Approval of Agreement. By the execution hereof:

10.1.1 Agency. The Agency represents that the execution and delivery hereof has been approved at a duly convened, properly noticed, meeting of the Agency and the same is binding upon and enforceable against the Agency in accordance with its terms.

10.1.2 Co-Developer.

10.1.2.1 The Co-Developer represents that: (i) the execution and delivery hereof has been approved by all Persons whose approval is required; (ii) this Agreement is binding upon the Co-Developer and enforceable against it in accordance with its terms; (iii) the Persons executing this Agreement on behalf of the Co-Developer are duly authorized and are empowered to execute the same for and on behalf the Co-Developer; and (iv) each entity composing the Co-Developer is duly authorized to transact business in this state and has received all necessary permits and authorizations required by appropriate governmental agencies as a condition to doing business in the State of Florida.

10.1.2.2 Co-Developer is a non-profit corporation duly organized and validly existing under the laws of the State of Florida, has all requisite power and authority to carry on its business as now conducted, to own or hold its properties and to enter into and perform its obligations hereunder and under each document or instrument contemplated by this Agreement to which it is or will be a party, and has consented to service of process upon a designated agent for service of process in the State of Florida.

10.1.2.3 This Agreement and, to the extent such documents presently exist in form acceptable to the Agency and Co-Developer, each document contemplated or required by this Agreement to which Co-Developer is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by Co-Developer, and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof:

(1) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein.

(2) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on Co-Developer, or

(3) contravenes or results in any breach of, default under or, other than as contemplated by this Agreement, results in the creation of any lien or encumbrance upon any property of the Co-Developer under any indenture, mortgage, deed of trust, bank loan or credit agreement, the Co-Developer's Articles of Incorporation, or, any other agreement or instrument to which the Co-Developer is a party or by which Co-Developer may be bound.

10.1.2.4 This Agreement and, to the extent such documents presently exist in form accepted by the Agency and Co-Developer, each document contemplated or required by this Agreement to which Co-Developer is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of Co-Developer enforceable against Co-Developer in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

10.1.2.5 There are no pending or, to the knowledge of Co Developer, threatened actions or proceedings before any court or administrative agency against Co-Developer, which question the validity of this Agreement or any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder or the financial condition of Co-Developer.

10.1.2.6 Co-Developer has filed or caused to be filed all federal, state, local and foreign tax returns, if any, which were required to be filed by Co-Developer prior to delinquency, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Co-Developer.

10.1.2.7 Co-Developer agrees that as of the Effective Date and through the expiration of the term of the Affordable Housing Requirement, it shall use its commercially reasonable efforts to maintain the financial capacity necessary to carry out its obligations and responsibilities in connection with the development, operation and management of the Project as contemplated in this Agreement

10.1.2.8 The principal place of business and principal executive offices of Co-Developer is in Fort Lauderdale, Broward County, Florida.

10.1.3 Guarantor.

10.1.3.1 The Guarantor represents that: (i) the execution and delivery hereof has been approved by all Persons whose approval is required; (ii) this Agreement is binding upon the Guarantor and enforceable against it in accordance with its terms; (iii) the Persons executing this Agreement on behalf of the Guarantor are duly authorized and are empowered to execute the same for and on behalf the Guarantor; and (iv) each entity composing the Guarantor is duly authorized to transact business in this state and has received all necessary permits and authorizations required by appropriate governmental agencies as a condition to doing business in the State of Florida.

10.1.3.2 Guarantor is a limited liability company duly organized and validly existing under the laws of the State of Florida, has all requisite power and authority to carry on its business as now conducted, to own or hold its properties and to enter into and perform its obligations hereunder and under each document or instrument contemplated by this Agreement to which it is or will be a party, and has consented to

service of process upon a designated agent for service of process in the State of Florida.

10.1.3.3. This Agreement and, to the extent such documents presently exist in form acceptable to the Agency and Guarantor, each document contemplated or required by this Agreement to which Guarantor is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by Guarantor, and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof:

(1) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein.

(2) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on Guarantor, or

(3) contravenes or results in any breach of, default under or, other than as contemplated by this Agreement, results in the creation of any lien or encumbrance upon any property of the Guarantor under any indenture, mortgage, deed of trust, bank loan or credit agreement, the Guarantor's Articles of Organization, or, any other agreement or instrument to which the Guarantor is a party or by which Guarantor may be bound.

10.1.3.4 This Agreement and, to the extent such documents presently exist in form accepted by the Agency and Guarantor, each document contemplated or required by this Agreement to which Guarantor is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of Guarantor enforceable against Guarantor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

10.1.3.5 There are no pending or, to the knowledge of Guarantor, threatened actions or proceedings before any court or administrative agency against Guarantor, which question the validity of this Agreement or any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder or the financial condition of Guarantor.

10.1.3.6 Guarantor has filed or caused to be filed all federal, state, local and foreign tax returns, if any, which were required to be filed by Guarantor prior to delinquency, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Guarantor.

10.1.3.7 Guarantor agrees that as of the Effective Date and through the expiration of the term of the Affordable Housing Requirement, it shall use its commercially reasonable efforts to maintain the financial capacity necessary to carry out

its obligations and responsibilities in connection with the development, operation and management of the Project as contemplated in this Agreement

10.1.3.8 The principal place of business and principal executive offices of Guarantor is in Miami, Miami-Dade County, Florida.

10.1.3.9 At the time of Applicant submitting its Proposal, Guarantor had, and will continue to have and at all times through the expiration of the term of the Affordable Housing Requirement, will maintain the experience, expertise, and knowledge to develop, cause the construction, and complete the Project and oversee and manage the design, planning, construction, completion, marketing of the Project and operations of the Project.

10.1.4 Owner. As of the Closing Date, the Owner shall hold all right, title and interest in the Entire Site free and clear of any liens, encumbrances and other adverse matters except as previously disclosed to the Agency and except as contemplated in this Agreement.

ARTICLE 11
DEFAULTS, REMEDIES, TERMINATION
AND FURTHER RIGHTS

11.1 Event of Default. The occurrence of any one or more of the following shall constitute an Event of Default by the Owner or Guarantor, hereunder:

11.1.1 If the Owner or Guarantor defaults in the performance of any obligation imposed under this Agreement, Agency Documents or if the Owner fails to complete any item required to be completed under the Project Schedule, subject to Force Majeure as provided in Section 15, and the Owner or Guarantor does not commence to cure such default within thirty (30) days after delivery of notice of such default from the Agency and diligently pursue such cure to completion within seventy-five (75) days after delivery of such notice; or

11.1.2 If any statement, representation, or warranty made by the Developer, Guarantor, Owner (as of the Closing Date) or Applicant herein or in any writing now or hereafter furnished in connection herewith shall be false or misleading in any material respect; or

11.1.3 If, (a) an order, judgment or decree is entered by any court of competent jurisdiction adjudicating the Owner or Guarantor bankrupt or insolvent, approving a petition seeking a reorganization or appointing a receiver, trustee or liquidator of the Owner or Guarantor or of all or a substantial part of either assets, or (b) there is otherwise commenced as to the Owner or Guarantor or against either of its assets any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or similar law, and if such order, judgment, decree or

proceeding continues unstayed for more than ninety (90) days after any stay thereof expires.

11.1.4 Owner or Guarantor fails to honor the terms, conditions and covenants of the Declaration of Developer Restrictive Covenants.

11.1.5 Owner, Manager or Guarantor shall commit a default under the construction loan with its Construction Lender or the Owner's Operating Agreement which remains uncured after the cure period has expired.

11.1.6 Co-Developer fails to use Agency Funds for the Project.

11.2 Remedies.

11.2.1 Upon the occurrence of any uncured Event of Default hereunder by the Guarantor or the Owner, the Agency shall have the following non-exclusive rights: (i) to terminate the Agreement; (ii) to immediately enforce all of its rights under this Agreement; and (iii) to avail itself of any right or remedy it may have at law or in equity including the right of specific performance or injunctive relief, excluding the right to pursue indirect, special, consequential, exemplary or punitive damages or (iv) withhold any and all disbursements of the Agency Loan.

ARTICLE 12
AGENCY DEFAULTS, REMEDIES, TERMINATION

12.1 Event of Default. The occurrence of any one or more of the following shall constitute an Event of Default hereunder by the Agency.

12.1.1 The Agency defaults in the performance of any obligation imposed under this Agreement or if the Agency fails to complete any item required to be completed under the Project Schedule, subject to Force Majeure as provided in Section 15.5, and the Agency does not commence to cure such default within thirty (30) days after delivery of notice of such default from the Developer or Guarantor and diligently pursue such cure to completion within seventy-five (75) days after delivery of such notice.

12.1.2 Upon the occurrence of any Event of Default hereunder by Agency the Co-Developer or Guarantor, shall have the right to either (i) terminate the Agreement and return any of the Agency Loan previously disbursed; or (ii) avail itself of any right or remedy it may have at law or in equity including the right of specific performance or injunctive relief, excluding the right to pursue indirect, special, consequential, exemplary or punitive damages.

ARTICLE 13
INTENTIONALLY OMITTED

ARTICLE 14
ANTI-SPECULATION AND NON-TRANSFER PROVISIONS

14.1 Purpose. The Co-Developer and Guarantor represent and agree that their undertakings pursuant to this Agreement are for the purpose of developing the Project pursuant to this Agreement, and not for speculation or land holding. The Co-Developer and Guarantor further recognizes, in view of the importance of the development of the Project to the general health and welfare of the City and redevelopment of the Redevelopment Area that the qualifications, financial strength and identity of the members of the Co-Developer, Owner and Guarantor are of particular concern to the Agency.

14.2 Assignment of Agreement; Limitation on Conveyance. Except as provided herein, the Co-Developer and Guarantor agree that it shall not without the prior written consent of the Agency, assign, transfer or convey this Agreement or any provision hereof to another party, unless such assignment is made to: (a) an Affiliate; (b) any firm or corporation which the Co-Developer, Owner and Guarantor control, is controlled by, or is under common control with Co-Developer and Nick Inamdar and Amay Inamdar; or (c) any partnership in which the Co-Developer and Guarantor jointly hold a majority interest (collectively, "Related Company"), but only after approval by the Agency. Notwithstanding any language to the contrary contained in this Agreement, the Guarantor may admit an additional co-developer as a member of the Developer and the Investor as a member of the Owner so long as the 20% payments to the Co-Developer set forth in Section 3.2.15 herein are not changed. Such changes in the member interest shall not affect or modify the duties and obligations of the parties hereunder.

14.3 Assignment of Sites; Limitation on Conveyance. Except as provided herein, the Co-Developer, Guarantor or Owner agree that it shall not without the prior written consent of the Agency assign, transfer or convey the Entire Site or any portion thereof to another party, unless such assignment is made to: (a) an Affiliate; (b) any firm or corporation which the Co-Developer and Guarantor controls, is controlled by, or is under common control with Nick Inamdar and Amay Inamdar; or (c) any partnership in which the Co-Developer and Guarantor has a majority interest (collectively, "Related Company"), only after approval by the Agency.

14.4 Composition of Developer, Guarantor, Owner and Manager.

14.4.1 On the date this Agreement is executed by Co-Developer and Guarantor or as of the Closing Date, Developer, Guarantor, Manager and Owner are made up of the following entities and persons and each has control and ownership of the Developer, Owner and Developer as follows:

<u>Developer (as of Closing Date):</u>	
<u>Percentage Interest</u>	<u>Name</u>
80%	Guarantor
20%	Co-Developer

<u>Guarantor:</u>	
Percentage Interest	<u>Name</u>
50%	Nikul A. Inamdar
50%	Amay A. Inamdar

<u>Owner (as of Closing Date):</u>	
Percentage Interest	<u>Name</u>
00.01%	Manager
99.99%	Investor

<u>Manager (as of Closing Date):</u>	
Percentage Interest	<u>Name</u>
80%	Guarantor
20%	Co-Developer

14.4.2 Except as otherwise permitted under Sections 14.2 and 14.3, no person listed in Article 14.4.1 may transfer, all or part thereof, of its interest in the Manager, Developer, Guarantor or Owner without the prior written consent of the Contract Administrator. Any such transfer in violation of this provision shall be null and void. A transfer as a result of a merger of the Guarantor that results in the Guarantor or Nick Inamdar and Amay Inamdar controlling the merging entity after such merger shall not be prohibited by any provision of this Agreement. This restriction is not intended to apply to passive investors who are merely seeking a return on their investment but are not engaged in the day to day management and decision making regarding operation and management of the Project including compliance with the Affordable Housing Requirement and marketing and leasing under the Master Lease.

14.5 Approval of Assignment. The Agency shall either approve such an assignment of the Entire Site or this Agreement or specify in reasonable detail the basis for its disapproval within thirty (30) days after request for such approval. Such assignment shall not be valid until the Agency has consented in writing to such assignment and there shall have been delivered to Agency a true copy of the proposed instruments effectuating such assignment, and an original counterpart of an agreement in which each such assignee assumes and agrees to perform all the terms, covenants and conditions under this Agreement and the Agency Documents on Co-Developer's, Guarantor's or such applicable entity's, part to be performed, including those matters that arose or became due prior to the effective date of the assignment, and proof that the assignee has been approved as the successor under all third party agreements affecting the Project, and the Entire Site. After the aforesaid instruments have been delivered to Agency and Agency has consented in writing to such assignments, then from and after the effective date of assignment, the assigning party shall be released of all obligations under this Agreement and the Agency Documents for matters arising after the effective date of the assignment, but shall remain liable to the Agency for all obligations under this Agreement and the Agency Documents relating to matters that arose or became due prior to the effective date of the assignment. The factors upon which Agency may base its decision on whether

to grant consent to an assignment will be limited to whether (i) the proposed assignee and/or any of the direct or indirect principals of such proposed assignee (as may be set forth in a certification to the Agency by a certified public accountant) meets standards of creditworthiness and have sufficient financial resources to acquire, operate, manage and maintain the Project, (ii) the proposed assignee has the reasonable ability to perform the obligations of the Co-Developer or Guarantor under this Agreement or Agency Documents or other parties related to the Project; (iii) the proposed assignee has prior business experience related to operating property with uses similar to the Project, (iv) the reputation of the proposed assignee, and (v) the form of the documents evidencing the assignment and the assumption, and (vi) other reasonable factors. Notwithstanding this process for assignment, unless consented to by the Agency, Guarantor shall retain managerial and decision making control over the Project during the term of this Agreement and Agency Documents.

ARTICLE 15 GENERAL PROVISIONS

15.1 Non-liability of Agency Officials. No member, official or employee of the Agency shall be personally liable to the Developer or Guarantor, Contractor or to any Person with whom the Developer or Guarantor, or any Contractor shall have entered into any contract, or to any other Person in the event of a default or breach by the Agency or for any amount which may become due to the Developer or Guarantor, or any other Person under the terms of this Agreement.

15.2 Inspection of Books and Records. The Agency shall have the right at all reasonable times to inspect the books and records of the Developer and Guarantor pertaining to the performance of its obligations under this Agreement. Agency shall have the right to audit the books, records, and accounts of Developer and Guarantor that are related to this Agreement. Developer and Guarantor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement in accordance with generally accepted accounting practices and standards. All books, records, and accounts of Co-Developer or Guarantor shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Developer and Guarantor shall make same available at no cost to Agency in written form.

Co-Developer and Guarantor shall preserve and make available, at reasonable times for examination and audit by Agency in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit, litigation or other action has been initiated and has not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings, litigation or other action. If the Florida public records law is determined by Agency to be applicable, Co-Developer and Guarantor shall comply with all requirements thereof.

15.3 Public Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records, if any. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes, as same may be amended from time to time and any resultant award of attorney's fees for non-compliance with that law.

To the extent applicable, Co-Developer, Guarantor and all contractors or subcontractors (the "**Contractor**") engaging in services in connection with construction and/or maintenance of the Project shall:

15.3.1 Keep and maintain public records that ordinarily and necessarily would be required by Agency in order to perform the services rendered.

15.3.2 Upon request from Agency's custodian of public records, provide Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

15.3.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and as to Co-Developer and Guarantor for the duration of the Agreement and as to Contractor for the duration of the contract term and following completion of said contract if Contractor does not transfer the records to Agency.

15.3.4 To the extent applicable, upon completion of said construction or maintenance at the Project, transfer, at no cost, to Agency all public records in possession of Co-Developer, Guarantor or Contractor or keep and maintain public records required by Agency to perform the service. If Contractor transfers all public records to Agency upon completion of the Project, Co-Developer, Guarantor and Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Co-Developer or Contractor keeps and maintains public records upon completion of the Project, Co-Developer and Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Agency, upon request from Agency's custodian of public records, in a format that is compatible with the information technology systems of Agency.

If Co-Developer, Guarantor or any contractor has questions regarding the application of Chapter 119, Florida Statutes, to Co-Developer,

Guarantor or Contractor's duty to provide public records relating to its contract, contact the Agency's custodian of public records by telephone at 954-828-5002 or by e-mail at PRRCONTRACT@FORTLAUDERDALE.GOV or by mail at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 Attention: Custodian of Public Records.

15.4 Approval. Unless a different standard is expressly stated, whenever this Agreement requires the Agency, the Co-Developer or Guarantor to approve or consent to any contract, document, plan, specification, drawing or other matter, such approval shall not be unreasonably withheld, delayed or conditioned. The Co-Developer, Guarantor and the Agency shall perform all obligations imposed upon them under this Agreement in a reasonable and timely fashion.

15.5 Force Majeure. Subject to providing written notice of such an event and the party's intention to exercise the applicability of this provision, no party to this Agreement shall be deemed in default, and the time for performance of any required act hereunder shall be extended for such period, where such a default is based on a delay in performance as a result of war, acts of terrorism, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, epidemic, pandemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities service, lack of transportation, government restrictions of priority, litigation, severe weather and other acts or figures beyond the control or without the control of either party; provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay, and in no event shall any of the foregoing excuse any financial inability of a party unless such inability is caused by the closure of Developer's lender by a regulatory authority due to insolvency.

15.6 Notices. All notices to be given hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by an air courier service utilizing return receipts to the parties at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notices shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, or the date actually received if sent by personal delivery or air courier service, except that notice of a change in address shall be effective only upon receipt. Notices to the Guarantor shall also be sent by electronic mail to: nick.inamdar@magellandev.com and Ryan.Grindler@magellandev.com.

If to the Agency: Executive Director
Fort Lauderdale Community Redevelopment Agency
914 Sistrunk Blvd., Suite 200
Fort Lauderdale, FL 33311

If to the Co-Developer: Invest Fort Lauderdale, Inc.
914 Sistrunk Blvd., Suite 200

Fort Lauderdale, FL 33311

If to the Guarantor: Nikul A. Inamdar
Magellan Housing LLC
2100 Coral Way, Suite 405
Miami, FL 33145

With a copy to: Terry M. Lovell
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, Florida 33131

15.7 Time. Time is of the essence in the performance by any party of its obligations hereunder.

15.8 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.

15.9 Amendment. This Agreement may be amended by the parties hereto only upon the execution of a written amendment or modification signed by the parties.

15.10 Waivers. All waivers, amendments or modifications of this Agreement must be in writing and signed by all parties hereto. Any failures or delays by any party in asserting any of its rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, or any other rights or remedies for the same default or other default by any other party.

15.11 Assignment. Except as provided in Section 14.2, this Agreement and the rights, duties, obligations and privileges of the parties herein are non-assignable and any purported assignment shall be void and of no force and effect and shall constitute a default of this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

15.12 Indemnification. Co-Developer and Guarantor agree to protect, defend, indemnify and hold harmless the Agency, and its officers, employees and agents, from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort or description including, but not limited to, attorneys' fees at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from this Agreement or the Co-Developer's or Guarantor's acts or omissions in performing its obligations under this Agreement or the Agency Documents or arising out of or in connection with any

negligent act or omissions of the Co-Developer, its agents, employees or assigns or Guarantor, its agents, employees or assigns while performing the duties and obligations required by this Agreement or the Agency Documents. Without limiting the foregoing, any and all such claims, relating to personal injury, bodily injury, death, damage to property, defects in material or workmanship, actual or alleged infringement or any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance administrative order, rule or regulation or decree of any court, are included in the indemnity. The Co-Developer and Guarantor further agree to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense, and agree to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false or fraudulent. However, the Agency reserves the right to select counsel of its own choosing. Notwithstanding anything set forth in this Agreement to the contrary, in no event shall Co-Developer or Guarantor be obligated to protect, defend, indemnify or hold harmless the Agency, or its officers, employees and agents, from and against any lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort or description including, but not limited to, attorneys' fees at both the trial and appellate levels, in connection with the gross negligence of the Agency, its officers, employees or agents, acting during the course and scope of their employment. This provision shall survive the expiration or termination of this Agreement and is not limited by the amount of insurance coverage. It is understood and agrees that neither party to this Agreement waives any immunity it may have as provided by law.

15.13 Severability. The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect any other provision of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15.14 Contingent Fee. The Co-Developer or Guarantor represents and warrants that they have not employed or retained any Person to solicit or secure this Agreement and that they have not paid or agreed or promised to pay any Person any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

15.15 Independent Contractor. In the performance of this Agreement, the Co-Developer and Guarantor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, developer or association of the Agency. The Co-Developer, Guarantor and Contractor, if any, employees or agents shall be solely responsible for the means, method, technique, sequences and procedures utilized by the Co-Developer and Guarantor in the construction of the Vertical and Horizontal Improvements and in its performance under this Agreement.

15.16 Non-merger. None of the terms, covenants, agreements or conditions set forth in this Agreement shall be deemed to be merged with any deed conveying title to the Property.

15.17 Not A General Obligation. Neither this Agreement nor the obligations imposed upon the Agency hereunder shall be or constitute an indebtedness or general obligation of the City, within the meaning of any constitutional, statutory or charter provisions requiring the City to levy ad valorem taxes nor a lien upon any properties of the City. Nothing herein shall be deemed a pledge of tax increment revenue of the Agency or a grant of the right of the Co-Developer or Guarantor, or its successors and/or assigns to encumber the Agency's trust fund. Further, the obligations of the Agency are subordinate to use of funds for the overhead and administrative cost to operate the Agency and any payments for existing or future debt of the Agency.

15.18 Agreement Not a Development Agreement or Order. This Agreement is not, and shall not be construed to be, a development agreement as that term is defined by Section 163.3220, Florida Statutes, et seq. and none of the provisions of Florida law applicable to development agreements pursuant to that statute or related statutes shall apply to this Agreement. No permit or order issued pursuant to, or affected by, this Agreement shall be deemed to be a development permit or development order as those terms are defined in Chapter 380, Florida Statutes, or Chapter 163, Part II, Florida Statutes.

15.19 Parties to Agreement. This is an agreement solely between the Agency, the Guarantor and the Co-Developer. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any Person not a party hereto other than the approved successors or assigns of the Agency, the Co-Developer or the Guarantor.

15.20 Venue: Applicable Law. All legal actions arising out of or connected with this Agreement must be instituted in the Circuit Court of Broward County, Florida, or United States District Court for the Southern District of Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement.

15.21 Timing of Approvals. Unless specifically provided otherwise, the Agency, shall have a period of not more than twenty (20) days from the date of submission of any item under this Agreement (not including development permit or building permit approvals or request to approval an assignment) to take any action or give its approval or denial, or make a request for additional information. The failure of the Agency to take any such action, or give such approval or denial or request additional information within such period of time shall be deemed approval, subject, however, to applicable law.

15.22 Authorized Representative. The person or persons designated and appointed from time to time as such by the Agency in writing is authorized to represent the Agency in administrative matters as opposed to policy matters.

15.23 "As-Is Conveyance". Co-Developer and Guarantor acknowledge that prior to the Effective Date hereof it has performed sufficient inspections of the Entire Site in order to fully assess and make itself aware of the condition of the Entire Site. Developer and Guarantor acknowledge that the Agency has made no other representations or warranties as to the condition or status of the Entire Site and that Co-Developer and

Guarantor are not relying on any representations or warranties of the Agency or any broker(s), of agent of Agency in acquiring the Entire Site. Co-Developer and Guarantor acknowledge that neither Agency nor any agent or employee of Agency has provided any other representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning with respect to:

15.23.1 The nature, quality or condition of the Entire Site, including, without limitation, the water, soil and geology;

15.23.2 The suitability of the Entire Site for any and all activities and uses which Co-Developer or Guarantor may conduct thereon;

15.23.3 The compliance of or by the Entire Site or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;

15.23.4 The habitability, merchantability or fitness for a particular purpose of the Entire site; or

15.23.5 Any other matter with respect to the Entire Site.

Without limiting the foregoing, Agency does not and has not made and specifically disclaims any other representation or warranty regarding the presence or absence of any hazardous substances, at, on, under or about the Entire Site or the compliance or non-compliance of the Entire Site with any laws, rules, regulations or orders regarding hazardous substances laws. Hazardous substances shall also include Radon Gas. Co-Developer and Guarantor further acknowledge that neither Agency nor any agent of Agency has provided any representation or warranty with respect to the existence of asbestos or other hazardous substances on the Entire Site. Accordingly, the physical condition of the Entire Site and compliance with all applicable laws, statutes, ordinances or regulations with respect to the physical condition of the Entire Site shall be the sole responsibility and obligation of Co-Developer and Guarantor.

15.24 Discrimination. The Co-Developer and Guarantor shall not discriminate against any person, or group of persons, on account of race, color, creed, sex, age, religion, national origin, marital status, handicap, having children or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of all or any part of the Vertical Improvements or in the design and construction of any infrastructure improvements.

15.25 Scrutinized Companies. Co-Developer and Guarantor certify that they are not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, and that it is not engaged in a boycott of Israel.

15.26. Public Entity Crime.

15.26.1 Co-Developer and Guarantor represent that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Agency, may not submit a bid on a contract with Agency for the construction or repair of a public building or public work, may not submit bids on leases of real property to Agency, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Agency, and may not transact any business with Agency in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for Category Two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by Agency pursuant to this Agreement and may result in debarment from Agency's competitive procurement activities.

15.26.2 In addition to the foregoing, Co-Developer and Guarantor further represent that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Developer or Guarantor have been placed on the convicted vendor list.

15.27 Sunset of the Agency. Notwithstanding anything herein to the contrary, the Agency shall have no obligation to provide Agency Loan after its sunset date of November 7, 2025. However, before such date, the Agency shall deliver any undisbursed proceeds of the Agency Loan to a mutually acceptable escrow agent pursuant to a Funding Agreement to fund Hard Costs only.

15.28 Best Efforts. Co-Developer and Guarantor will use their best efforts to work with the Agency to notify local business firms, minority owned firms, women-owned firms or labor surplus area firms of the opportunity to submit bids for construction work on the Project, with the goal of achieving a minimum 30% participation in construction work for minorities. Further, Co-Developer and Guarantor shall use their best efforts to hire local business firms, minority owned firms, women owned firms for the operation and management of the residential and commercial uses within the Project and shall provide annual reports, in form, substance and content, acceptable to the Agency and its successors and/or assigns.

15.29 Joint and Several. The liability of the Co-Developer and Guarantor under this Agreement is joint and several.

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IN WITNESS WHEREOF, this Agreement is executed the day and year set forth below.

WITNESSES:

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a special district created pursuant to Chapter 163, Part III, Florida Statutes

R. McClam
Rebecca McClam
Print Name

By *[Signature]*
Greg Chavarria, Executive Director

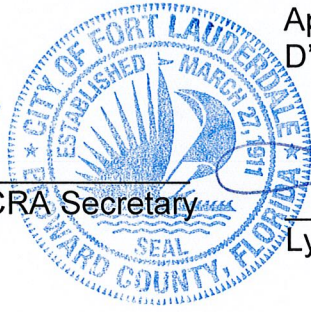
Donna Varisco
Donna Varisco
Print Name

Date: February 14, 2023

ATTEST:

Approved as to form:
D'Wayne Spence, Interim General Counsel

D. R. Soloman
David R. Soloman, CRA Secretary



[Signature]
Lynn Solomon, Assistant General Counsel

WITNESSES:

INVEST FORT LAUDERDALE, INC., a Florida nonprofit corporation

[Signature]

Chaselle E. Abbott

Print Name

[Signature]

Lizeth DeJesus

Print Name

By:

Name: Bernadette Norris-Weeks

Title: Chair

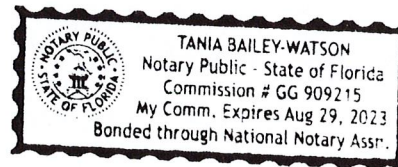
STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online, this 13th day of February, 2023, by Bernadette Norris-Weeks, as Chair of Invest Fort Lauderdale, Inc., a Florida non-profit corporation on behalf of the company.

Tania Bailey-Watson

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped



Personally Known _____ OR Produced Identification

Type of Identification Produced driver's license

WITNESSES:

MAGELLAN HOUSING LLC, a Florida limited liability company

[Signature]
RAMON RODRIGUEZ
Print Name

By *[Signature]*
Name: Nikul A. Inamdar
Title: Member

[Signature]
AFREEN KHAN
Print Name

By *[Signature]*
Name: Amay A. Inamdar
Title: Member

STATE OF ~~FLORIDA~~: Texas
COUNTY OF BROWARD: Fort Bend

The foregoing instrument was acknowledged before me by means of physical presence or online, this 20th day of January, 2023, by Nikul A. Inamdar and Amay A. Inamdar, each as Members of MAGELLAN HOUSING LLC, a Florida limited liability company, on behalf of the company.

[Signature]
Notary Public, State of ~~Florida~~ Texas
AMREEN JAMEEL KHAN
Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification

Type of Identification Produced TXDL-48654652, TXDL-14820061

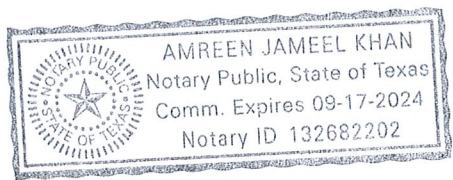


EXHIBIT "A"
Legal Description of Property

PARCEL 1:

Lots 9, 10, 11 and 12, Block 11, Less Road, LINCOLN PARK FIRST ADDITION, a Subdivision according to the plat and map there described in Plat Book 5, Page 1, of the Public Records of Broward County, Florida.

PARCEL 2:

Lot 2, Block 5, Less Road, of FIRST ADDITION TO TUSKEGEE PARK, a subdivision of Section Four (4), Township Fifty (50) South, Range Forty-Two (42) East, a subdivision according to the plat there recorded in Plat Book 9, Page 65, of the Public Records of Broward County, Florida.

PARCEL 3:

Lots 5, 6, Block 11, Less Road, LINCOLN PARK FIRST ADDITION, a Subdivision according to the plat and map there described in Plat Book 5, Page 1, of the Public Records of Broward County, Florida.

PARCEL 4:

Lots 3 and 4, Block 5, Less Road, FIRST ADDITION TO TUSKEGEE PARK, according to the plat there recorded in Plat Book 9, Page 65, of the Public Records of Broward County, Florida.

PARCEL 5:

Lots 5 and 6, Block 5, FIRST ADDITION TO TUSKEGEE PARK, according to the map or plat thereof as recorded in Plat Book 9, Page(s) 65, Public Records of Broward County, Florida.

Less and except therefrom:

That portion of Lots 5 and 6, Block 5 of FIRST ADDITION TO TUSKEGEE PARK, according to the plat thereof as recorded in Plat Book 9, Page 65, Broward County records, described as follows:

Begin at the Northwest corner of said Lot 5: thence go South 89° 45' 50" East along the North line of Lots 5 and 6, 77.52 feet to the Northeast corner of Lot 6: thence South 00° 04' 10" West along the East line of Lot 6, 33.18 feet: thence North 89° 55' 50" west, 5 feet to an intersection with a circular arc concave to the Southwest, the tangent of said arc bearing North 00° 04' 10" East: thence Northwesterly along said arc having a radius of 20 feet and a central angle of 89° 46', an arc distance of 31.33 feet to a point of tangency on a line 35 feet South of and parallel to the North boundary of the SE 1/4 of section 4, Township 50 south, Range 42 east: thence North 89° 41' 50" West along said parallel line, 52.62 feet to the west line of Lot 5: thence North 00° 08' 10" East along said west line, 13.19 feet to the Point of Beginning.

PARCEL 6:

Lots 7 and 8, Block 11, Less Road, LINCOLN PARK FIRST ADDITION, a Subdivision according to the plat and map there described in Plat Book 5, Page 1, of the Public Records of Broward County, Florida.

EXHIBIT "B"

Project Development Plan

The Aldridge Zoning Calculations

NWRAC-MUw	Required	Provided
Permitted Height	not higher than 45 ft	n/a
MAX Height	not higher than 65 ft ⁶	65'-0"

⁵Structures exceeding the permitted height threshold of the NWRAC-MUw and NWRAC-MUw shall be reviewed subject to the process for a Site plan Level II permit, with City Commission review and approval in accordance with the performance standards in the Unified and Land Development Regulations (ULDR), Section 47-13.52.B.

Build-to Line	Front/Corner	
	Required	Provided
Primary Street (Sistrunk)	0 ft	0'-0"
Secondary Street (NW 12th Avenue)	5 ft	5'-0"

Setbacks	Side/Rear	
	Required	Provided
Primary Street (Sistrunk)	0 ft ⁸	0'-0"
Secondary Street (NW 12th Avenue)	0 ft ⁸	5'-0"
Side Setback (West)	0 ft ⁸	0'-0"
Rear Setback (South) abutting RS-8	15 ft ⁸	15'-0"

⁸Side/Rear yard setback=15 ft when abutting existing residential

	Required	Provided
Shoulder Height Min ⁹	2 stories or 25 ft	25'-0"
Shoulder Height Max	5 stories or 65 ft	n/a

⁹Development abutting residential shall provide a maximum 4 stories or 45 ft for shoulder height

Min. Tower Stepback	Front/Corner	
	Required	Provided
Primary Street	12 ft	12'-0"
Secondary Street (NW 12th Avenue)	15 ft	15'-0"
Side Setback (West)	25'-0"	25'-0"
Rear Setback (South) abutting RS-8	25'-0"	25'-0"

Side and Rear setbacks are dependent on floorplate

Max. Residential Floorplate	Min. Residential Tower Separation	
	Required	Provided
8,000 SF	20 ft side and rear stepback	n/a
10,000 SF	25 ft side and rear stepback	9,444 sf; 25'-0" rear setback
12,000 SF	30 ft side and rear stepback	n/a

The Laramore Zoning Calculations

NWRAC-MUw	Required	Provided
Permitted Height	not higher than 45 ft	n/a
MAX Height	not higher than 65 ft ⁶	65'-0"

⁵Structures exceeding the permitted height threshold of the NWRAC-MUw and NWRAC-MUw shall be reviewed subject to the process for a Site plan Level II permit, with City Commission review and approval in accordance with the performance standards in the Unified and Land Development Regulations (ULDR), Section 47-13.52.B.

Build-to Line	Front/Corner	
	Required	Provided
Primary Street (Sistrunk)	0 ft	0'-0"
Secondary Street (NW 17th Avenue)	5 ft	13'-4"
Secondary Street (NW 6th Court)	5 ft	5'-0"

Setbacks	Side/Rear	
	Required	Provided
Primary Street	0 ft ⁸	0'-0"
Secondary Street (NW 17th Avenue)	0 ft ⁸	13'-4"
Secondary Street (NW 6th Court)	0 ft ⁸	5'-0"
Side Setback (East)	0 ft ⁸	0'-0"

⁸Side/Rear yard setback=15 ft when abutting existing residential

	Required	Provided
Shoulder Height Min ⁹	2 stories or 25 ft	25'-0"
Shoulder Height Max	5 stories or 65 ft	n/a

⁹Development abutting residential shall provide a maximum 4 stories or 45 ft for shoulder height

Min. Tower Stepback	Front/Corner	
	Required	Provided
Primary Street	12 ft	12'-0"
Secondary Street (NW 17th Avenue)	15 ft	15'-0"
Secondary Street (NW 6th Court)	15 ft	15'-0"
Side Setback (East)	25'-0"	25'-0"

Side and Rear setbacks are dependent on floorplate

Max. Residential Floorplate	Min. Residential Tower Separation	
	Required	Provided
8,000 SF	20 ft side and rear stepback	n/a
10,000 SF	25 ft side and rear stepback	9,886 sf; 25'-0" rear setback
12,000 SF	30 ft side and rear stepback	n/a



7500 NE 4th Court
Suite 103
Miami, FL 33138

1905

PROJECT:
SISTRUNK
HOUSING
**THE
ALDRIDGE &
THE
LARAMORE**
1304 SISTRUNK
BOULEVARD
FORT LAUDERDALE
FLORIDA

DRAWING:

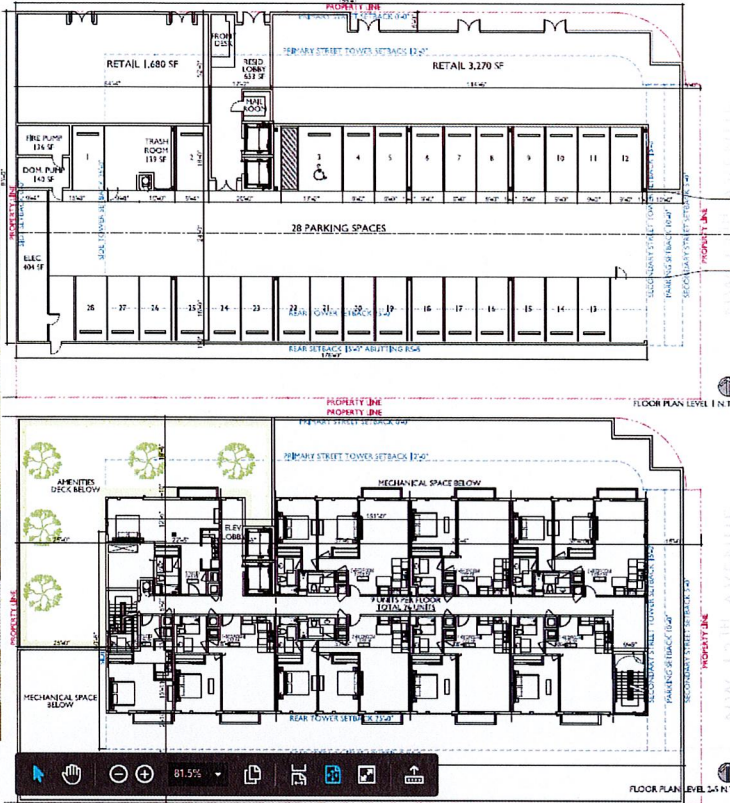
INDEX & DATA

ALL PERMITS MUST BE OBTAINED FROM THE CITY OF MIAMI BEACH BEFORE CONSTRUCTION BEGINS. THE CITY OF MIAMI BEACH IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE USE OF THIS DRAWING. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

SCALE: N.T.S.
CHECKED: P.M.G.
DATE: 07/23/2019

A0.00

ALL DIMENSIONS AND OTHERS SHOWN ON THIS DRAWING SHALL BE TAKEN FROM THE CENTERLINE OF THE PROPERTY UNLESS OTHERWISE SPECIFIED.



MCG ARCHITECTURE
 7500 FIRE HD COURT
 SUITE 103
 MIAMI, FL 33155

1905
 HOUSING

PROJECT:
 SISTRUNK HOUSING

THE ALDRIDGE

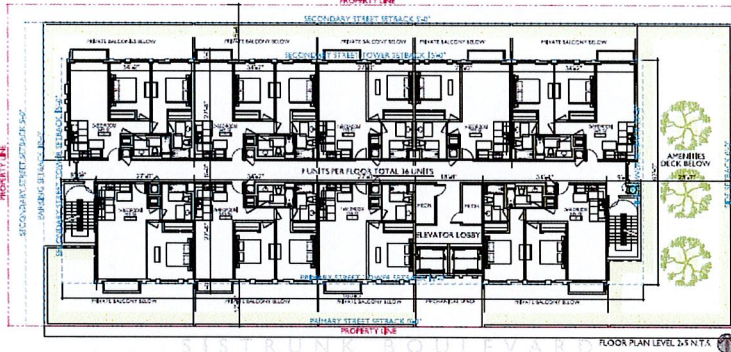
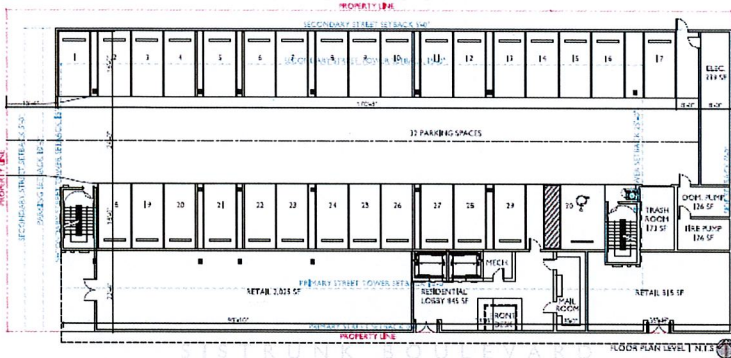
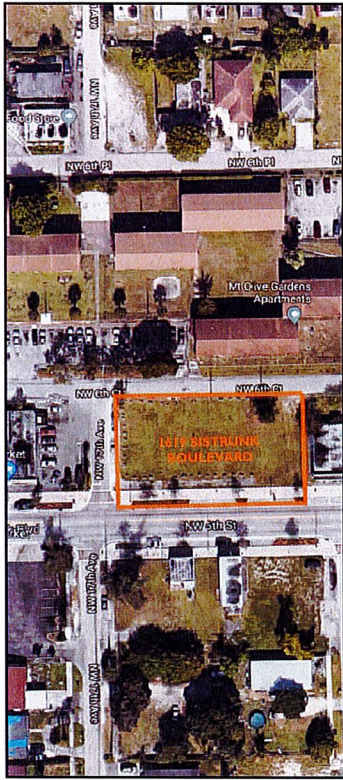
1204 SISTRUNK BOULEVARD
 MIAMI, FLORIDA

DRAWING:

FLOOR PLAN LEVEL 1 AND 2-5

A0.01





MCG
ARCHITECTURE

1602 NW 4th Court
Plant City, FL 33523
Phone: 813.339.1111

1905
PROJECT: SISTRUNK HOUSING

THE LARAMORE

1619 SISTRUNK BOULEVARD
FORT LAUDERDALE, FLORIDA

DRAWING:

FLOOR PLAN LEVEL 1 AND 2-5

A0.02



EXHIBIT "C"

THE ALDRIDGE and THE LARAMORE

Project Schedule

Execute Development Agreement	November 2022
Commence Full Architectural Plans	December 2022
Apply for Building Permits	February 2023
Construction/Building Permit Approval	January 2024
Closing	January 2024
Construction Commencement	January 2024
Construction Completion	August 2025
100% Occupancy	November 2025

Exhibit "D"

Project Budget

Sistrunk Apartments 4% LIHTC - 72 Units SOURCES AND USES OF FUNDS	
SOURCES AND USES OF FUNDS	
SOURCES	
Financing	
LIHTC Equity	15,820,102
First Mortgage	5,000,000
Broward County/ United Way (gap to be sourced)	5,000,000
CRA Grant Contribution	8,000,000
CRA Land Contribution	570,000
Deferred Developer Fee	1,796,127
	36,186,229
TOTAL SOURCES	36,186,229
USES	
Acquisition - Land	570,000
Demolition	0
Construction - Hard	22,500,000
Construction - Retail Build Out	0
Soil Testing	20,000
FF&E	200,000
Construction - Contingency	1,125,000
Architect - Design	389,200
Architect - Supervision	0
Engineering Fee	395,100
Survey	45,000
Legal	490,000
Marketing and Lease-up	125,040
Title Insurance	55,000
Closing Costs	34,800
N/A	0
Accounting Fees	50,000
Appraisal	15,000
Market Study	0
Environmental	50,000
Contingency - Soft Costs	291,732
Inspection Fees	20,000
Impact Fees	316,942
Building Permit	250,000
Taxes - Construction	75,000
Insurance	150,000
Interest - Construction	1,500,000
Interest - Bridge Loan	0
Loan Fees/Costs - Const/Perm	841,566
Interest - Prerequisite Loan	50,000
Compliance Fees	25,000
Tax Credit Fees - Administrative	125,000
Tax Credit Fees - Application	3,000
Tax Credit Fees - Underwriting	20,000
Tax Credit Fees - Compliance	150,000
Replacement Reserves	0
Utility Connection Fee	158,000
Bond Costs	500,000
Lender Required Reserve	250,000
	30,791,381
N/A	0
Developer's Fee & Overhead	5,394,849
	5,394,849
TOTAL USES	36,186,229
SURPLUS/(DEFICIT)	0

DEBT STRUCTURE AND SOURCES OF FUNDS	
First Mortgage	
Amount	\$5,000,000
Rate	8.50%
Term/Amortization Period	40
Debt Service	\$361,274
Per Unit	\$69,444
CRA Grant Contribution	
Amount	\$8,000,000
Rate	0.00%
Term	30
Debt Service	\$0
Per Unit	\$111,111

PROJECT SCHEDULE		
Construction Loan Closing/Admission Date		Jan-24
Certificate of Occupancy (Mid Rise)	20 mos.	Aug-25
First Unit Occupancy		Aug-25
Units Occupied per Month		25
100% Occupancy		Nov-25
Stabilization Date		Feb-26

CREDIT CALCULATION	
Eligible Basis	32,027,702
130% if QCT/DDA	130%
Qualified Basis	41,836,013
Tax Credit Percentage	4.00%
Projected Annual Net Tax Credit	1,665,441
x Number of Years Available	10
Projected Total Tax Credits	16,654,404
x Percentage to Investment Partnership	99.99%
Total Potential Credits to ILP	16,652,739
x Credit Price	\$0.960
Amount Payable to Operating Partnership	15,820,102

**The Aldridge and The Laramore
OPERATING PROFORMA**

RENTAL AND OTHER INCOME		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
Residential																		
0	0 Bed/1 Bath	33% Median	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
0	0 Bed/1 Bath	50% Median	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
0	0 Bed/1 Bath	50% Median	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
0	0 Bed/1 Bath	120% Median	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
0	0 Bed/1 Bath	140% Median	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
0	0 Bed/1 Bath	Market	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
0	1 Bed/1 Bath	33% Median	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
40	1 Bed/1 Bath	50% Median	900	400,800	470,016	470,416	489,002	498,785	508,780	518,836	529,314	539,901	550,699	561,713	572,947	584,406	596,094	608,016
0	1 Bed/1 Bath	50% Median	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	1 Bed/1 Bath	120% Median	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	1 Bed/1 Bath	140% Median	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	1 Bed/1 Bath	Market	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	2 Bed/1 Bath	33% Median	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
32	2 Bed/1 Bath	50% Median	1,145	439,880	448,474	457,443	466,592	476,024	485,442	495,151	505,054	515,155	525,458	535,967	546,687	557,621	568,773	580,148
0	2 Bed/1 Bath	50% Median	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	2 Bed/1 Bath	120% Median	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	2 Bed/1 Bath	140% Median	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	2 Bed/1 Bath	Market	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	3 Bed/2 Bath	33% Median	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	3 Bed/2 Bath	50% Median	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	3 Bed/2 Bath	50% Median	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	3 Bed/2 Bath	120% Median	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	3 Bed/2 Bath	140% Median	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	3 Bed/2 Bath	Market	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
72	Total Residential Rent		900,480	918,490	936,859	955,597	974,709	994,203	1,014,087	1,034,368	1,055,058	1,076,157	1,097,680	1,119,634	1,142,026	1,164,867	1,188,164	
TOTAL GROSS INCOME																		
Retail Income - Assuming \$5 plus \$3 in recoveries																		
			62,320	62,320	62,320	62,320	62,320	70,110	70,110	70,110	70,110	70,110	77,900	77,900	77,900	77,900	77,900	
			47,520	48,470	49,440	50,429	51,437	52,466	53,515	54,688	55,877	56,791	57,927	59,085	60,267	61,472	62,702	
Miscellaneous Income																		
			1,010,320	1,029,230	1,048,619	1,068,345	1,088,469	1,116,779	1,137,712	1,159,064	1,180,843	1,203,056	1,233,507	1,258,619	1,280,193	1,304,239	1,328,766	
	Less Vacancy/Bad Debt	5.00%	50,616	51,464	52,431	53,417	54,423	55,839	56,896	57,953	59,042	60,153	61,675	62,831	64,010	65,212	66,438	
EFFECTIVE GROSS INCOME																		
			959,864	977,816	996,188	1,014,928	1,034,042	1,060,940	1,080,826	1,101,111	1,121,801	1,142,905	1,171,831	1,193,788	1,216,184	1,239,027	1,262,328	
LESS OPERATING EXPENSES																		
	Payroll		134,400	139,432	142,585	148,863	151,268	155,609	160,481	165,295	170,254	175,362	180,622	186,041	191,622	197,371	203,292	
	Utilities		50,400	51,912	53,469	55,073	56,728	58,427	60,180	61,986	63,845	65,761	67,733	69,765	71,858	74,014	76,235	
	Repair/Maintenance		43,200	44,496	45,831	47,209	48,622	50,081	51,589	53,131	54,724	56,360	58,037	59,759	61,529	63,441	65,394	
	Management Fee		43,191	44,002	44,823	45,672	46,532	47,742	48,637	49,650	50,481	51,431	52,732	53,720	54,726	55,758	56,805	
	Administrative		36,000	37,080	38,162	39,338	40,515	41,734	42,996	44,275	45,604	46,972	48,381	49,832	51,327	52,867	54,453	
	Taxes		115,200	119,856	122,210	125,832	129,659	133,646	137,895	141,681	145,932	150,310	154,819	159,464	164,248	169,175	174,250	
	Insurance		108,000	111,240	114,577	118,015	121,555	125,202	128,959	132,826	136,811	140,916	145,143	149,497	153,982	158,602	163,360	
	Reserves		23,400	24,102	24,825	25,570	26,337	27,127	27,941	28,779	29,642	30,532	31,448	32,391	33,363	34,364	35,395	
	Total Expenses (per unit)	57,692	553,791	569,920	586,824	603,618	621,217	639,686	658,320	677,524	697,294	717,648	738,636	760,510	782,722	805,590	829,133	
NET OPERATING INCOME																		
			406,013	407,896	409,964	411,310	412,826	421,272	422,506	423,587	424,507	425,257	432,895	433,278	433,462	433,438	433,195	
CASH FLOW BEFORE DEBT SERVICE																		
			406,013	407,896	409,964	411,310	412,826	421,272	422,506	423,587	424,507	425,257	432,895	433,278	433,462	433,438	433,195	
LESS DEBT SERVICE																		
	First Mortgage		351,274	351,274	351,274	351,274	351,274	351,274	351,274	351,274	351,274	351,274	351,274	351,274	351,274	351,274	351,274	
	Fort Lauderdale-CRA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Total Debt Service		351,274	351,274	351,274	351,274	351,274	351,274	351,274	351,274	351,274	351,274	351,274	351,274	351,274	351,274	351,274	
	DSC ▶ First Mortgage		1.16	1.16	1.17	1.17	1.18	1.20	1.20	1.21	1.21	1.21	1.23	1.23	1.23	1.23	1.23	
	DSC ▶ All Debt		1.16	1.16	1.17	1.17	1.18	1.20	1.20	1.21	1.21	1.21	1.23	1.23	1.23	1.23	1.23	
NET CASH FLOW																		
			54,739	56,622	58,390	60,036	61,552	69,998	71,232	72,313	73,233	73,983	81,621	82,003	82,188	82,163	81,920	