

**FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY
DEVELOPMENT AGREEMENT FOR
HOLY CROSS HOSPITAL, INC.**

(Outside Focus Area)

THIS AGREEMENT is made and entered into this _____ day of _____, 2026 by and between:

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, hereinafter referred to as “Agency”,

and

HOLY CROSS HOSPITAL, INC., a Florida Not For Profit Corporation, hereinafter referred to as “Developer”,

WHEREAS, the Agency desires to encourage and assist projects in its area of operation which furthers the purposes and goals of the Redevelopment Plan (defined below) for the Community Redevelopment Area; and

WHEREAS, the Developer acquired the Property (as described in **Exhibit “A”**) and, is constructing the Project (defined below) in the Community Redevelopment Area (defined below); and

WHEREAS, on July 14, 2026, the Advisory Board for Northwest-Progresso-Flagler Heights Community Redevelopment Area unanimously approved funding for this Project; and

WHEREAS, pursuant to Resolution No. 26-____, the Agency authorized execution of an agreement with the Developer, subject to the conditions set forth herein, providing funds to be paid to the Developer through the Agency’s Development Incentive Program to cover a portion of the costs related to construction of the Project.

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

consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

Definitions

- 1.1 Agency means the Fort Lauderdale Community Redevelopment Agency.
- 1.2 Agency Staff means the staff of the Agency, whether employees or contract employees.
- 1.3 Agreement means this Agreement for development of the Project on the Property.
- 1.4 Authorized Representative. For Agency, the Executive Director of the Agency. For Developer, Pierre Monice, President and CEO of Holy Cross Hospital, Inc. The Authorized Representative shall be the person designated and appointed to act on behalf of a party as provided in this Development Agreement. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Authorized Representative to the extent not in conflict with the terms of this Agreement.
- 1.5 Certificate of Occupancy means the Certificate of Occupancy issued by the City or other appropriate Governmental Authority for Phase I and Phase II of the Project that allows the Project to be occupied, opened for business and used as contemplated by this Agreement. For purposes of Project Completion Date, a TCO shall not constitute a Certificate of Occupancy.
- 1.6 City means the City of Fort Lauderdale, Florida, a Florida municipal corporation.
- 1.7 Commercially Reasonable Efforts means that level of effort which a prudent business would undertake in circumstances which are the same as or substantially similar to the circumstances referred to or described, but without any obligation to incur any unreasonable or unduly burdensome expenses or obligations or any guaranty of completion or results.
- 1.8 Community Redevelopment Area means the Northwest-Progresso-Flagler Heights Redevelopment Area, located within the corporate limits of the City and constituting an area in which conditions of blight exist and in which the Agency may carry out community redevelopment projects pursuant to Part III, Chapter 163, Florida Statutes, as amended, as found and declared by the City Commission in this Resolution No. 95-86 adopted on June 20, 1995, as amended by Resolution No. 01-121, adopted on July 10, 2001, and established as the area of operation of the Agency by Resolution No. 95-86 and for which a community redevelopment plan for the Northwest Progresso Flagler Heights Redevelopment Area was approved by the City Commission in Resolution No. 95-170 on November 7, 1995, as amended on May 15, 2001 by Resolution No. 01-86 and as subsequently

amended by Resolution 13-137 ("Plan") and as amended by Resolution 16-52 on March 15, 2016 and as amended by Resolution No. 25-232 and such other resolutions as may amend the boundaries of such area.

- 1.9 County means Broward County, Florida, a political subdivision of the State of Florida.
- 1.10 Developer means Holy Cross Hospital, Inc., a Florida Not For Profit Corporation.
- 1.11 Developer's Lender means the financial institution or other person which has provided financing to Developer for the acquisition, design, development, construction, ownership, use or operation of the Project or any part thereof.
- 1.12 Developer Improvements means the following improvements. All such Developer Improvements are as more particularly described in the Plans and Specifications..
- 1.13 Plans and Specifications means architectural, engineering and construction documents constituting the concept documents, preliminary plans and drawings, schematic design documents, design development documents and construction documents for the Project on file with the City of Fort Lauderdale..
- 1.14 Effective Date means the date on which this Agreement is executed and delivered by both the Agency and the Developer.
- 1.15 Governmental Authorities means all state, city, county, administrative or other governmental authorities which now or hereafter have jurisdiction, review, approval or consent rights relating to the design, development, construction, ownership, occupancy or use of the Property or the Project.
- 1.16 Permits and Approvals means any and all development, zoning, platting, subdivision, site plan, design, Plans and Specifications, construction permit and other applicable permits and approvals and variances, if necessary, from all applicable Governmental Authorities pertaining to the Project and the Property.
- 1.17 Person means any individual, corporation, firm, partnership, trust, association, limited liability company or other entity of any nature.
- 1.18 Project means the development and operation of a Comprehensive Outpatient Health Center and Emergency Department at the Project Site located at 200 East Sunrise Boulevard, Fort Lauderdale, Florida, subject to modifications set forth in the Final Site Plan. The Project shall also include any other development and use obligations of Developer under this Agreement, relative to the Project Site. The term shall also include the phrase "or portion thereof" as the context may require. For purposes of the Reimbursement Amounts, Phase I is defined as the shell construction of a two floor comprehensive outpatient center, including the buildout and occupancy of a first floor emergency department, a first floor outpatient center,

and 141 parking spaces, two level, parking garage. Phase II is defined as the buildout and occupancy of the second floor outpatient center including an ambulatory surgical center.

- 1.19 Project Completion Date for Phase I means the date on which the construction of Phase I of the Project is substantially complete and the Certificate of Occupancy has been issued by the appropriate Governmental Authority.
- 1.20 Project Completion Date for Phase II means the date on which the construction of Phase II of the Project is substantially complete and the Certificate of Occupancy has been issued by the appropriate Governmental Authority
- 1.21 Property means the parcel of land owned by Developer on which the Project will be located as described on **Exhibit "A"** attached hereto and made a part hereof.
- 1.22 Redevelopment Plan means the Northwest/Progresso/Flagler Heights Redevelopment Area Plan adopted by the City Commission on November 7, 1995, and as amended on December 2, 2025, by Resolution No. 25-232a copy of which is on file with the Agency.
- 1.23 Reimbursement Amount means an amount not to exceed Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) under the Agency's Development Incentive Program to be paid by the Agency to the Developer in consideration of construction of the Project. Subject to compliance with the conditions stated herein, an amount not to exceed One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000) shall be paid upon the Project Completion Date for Phase I. Subject to compliance with the conditions stated herein, an amount not to exceed One Million and No/100 Dollars (\$1,000,000) shall be paid upon the Project Completion Date for Phase II.
- 1.24 TCO means a temporary certificate of occupancy issued by the City or other applicable Governmental Authority for all or a portion of the Project.
- 1.25 Contractor (which 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 Project, 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) will be licensed and uniquely qualified to undertake the Developer Streetscape Improvements

ARTICLE 2

Findings

The parties to this Agreement do hereby find and acknowledge the following:

- 2.1 The City Commission adopted Resolution No. 95-86 on June 2, 1995 finding the existence of blight conditions in the Community Redevelopment Area, as more particularly described in that Resolution, in which the Property is located.
- 2.2 The Agency for the Area was created by Resolution No. 95-86 adopted by the City Commission of the City on June 20, 1995 pursuant to part III of Chapter 163, Florida Statutes.
- 2.3 By adoption by the City Commission of Resolution No. 95-170, the Redevelopment Plan was adopted on November 7, 1995 and has been amended. By adoption by the City Commission of Resolution No. 25-232, the Redevelopment Plan was amended on December 2, 2025.
- 2.4 By adoption of Resolution No. 95-1084 on November 26, 1995, the Broward County Board of County Commissioners approved the Redevelopment Plan and such plan has been subsequently amended in 2001, 2013 ,2016 and 2018.
- 2.5 The Redevelopment Plan contemplates redevelopment in the Community Redevelopment Area.
- 2.6 Pursuant to the Redevelopment Plan, it is contemplated that the Agency will provide funding for certain improvements in the Community Redevelopment Area.
- 2.7 Developer owns the Property and has submitted plans for review for the construction of the Project on the Property.
- 2.8 The Project is consistent with and furthers the provisions of the Redevelopment Plan and the Agency desires to encourage redevelopment of the Property for use for the Project and to encourage Developer in its development, design, construction, use, ownership and operation of the Project. .

ARTICLE 3

Project Overview

- 3.1 Project Development. Developer shall be responsible for all aspects of development of the Project. The only obligations of the Agency shall be as specifically provided herein.
- 3.2 Determinations by Agency. The Agency hereby determines that the Project is consistent with and furthers the goals and objectives of the Redevelopment Plan and that its design, development, construction, ownership, use and operation will promote the health, safety, morals and welfare of the residents of the Area.

- 3.3 Termination if Construction not Completed. In the event that the Developer has not completed construction of the Developer Improvements as set forth in this Agreement, then this Agreement may be terminated by the Agency.

ARTICLE 4

Obligations of the Parties

- 4.1 Developer. Developer shall use Commercially Reasonable Efforts to obtain or cause to be obtained all Permits and Approvals, including, without limitation, all permits, consents, replatting (if necessary) and subdivision variances, waivers and other approvals necessary under applicable law for the design, development, construction, operation and use of the Project as described in the Plans and Specifications, which shall include, when applicable, the timely filing of necessary applications, with permit fees when required, the prosecution of the application to the same extent as used by the party charged with the effort as such party has devoted to the approvals, timely follow through with such amendments and revisions or additions to the documentation required by the application or other process as shall be customary with like kind projects of economic magnitude in the Broward County area, and the prompt payment of costs and fees associated therewith. Prior to the issuance of the Certificate of Occupancy, Developer shall not abandon construction of the Project, which shall mean the cessation of meaningful construction work on the Project for a period of 120 days or more, acknowledging that the Project will be developed in two phases with separate permits and construction periods. For purposes of this Section 4.1, "meaningful construction work on the Project" shall be the standard set forth in the applicable building code for purposes of maintaining any Permits and Approvals. The Developer shall maintain all Permits and Approvals for the Project and agrees to observe all applicable laws and requirements of all applicable Governmental Authorities in connection with the Project.
- 4.2 Developer Improvements. Developer shall design, construct and install the Developer Improvements as provided herein. The Agency shall be responsible for paying the Reimbursement Amount directly to Developer in two (2) payments on the Project Completion Date for Phase I and Phase II, as applicable. Developer shall notify the Agency of such completion and send the Agency a request for a portion of the Reimbursement Amount for the particular phase along with such documentation as may be reasonably necessary to evidence the actual costs paid by the Developer for the Developer Improvements. The CRA agrees to reimburse the Developer up to the Reimbursement Amount subject to the terms and conditions contained herein. Notwithstanding, payment of the second Reimbursement Amount shall be made no sooner than Agency fiscal year 2027. In order to be eligible for reimbursement, the Developer shall submit a construction budget, paid invoices for all eligible costs, materials and expenses, proof the Developer paid for such invoices and all other documentation required by the CRA (including release of liens, if applicable) and the CRA shall reimburse the Developer for such costs and expenses within forty five (45) days after receipt of

the proper paid invoices and other required documentation referenced herein to the CRA. Only Hard Costs are eligible for Reimbursement. "Hard Costs" means costs for labor and materials required to construct a permanent structure on the real property and for installation of site improvements such as water, sewer, electric and other utilities, grading, paving and drainage improvements to the Project Site.

4.3 Permits and Approvals. As of the Effective Date, the Plans and Specifications for Phase 1 have been approved by the City and the Broward County. It is anticipated that the Plans and Specifications for Phase II shall be approved on or before December 31 2028.

4.4 Developer Ad Valorem Tax Payments. Developer shall be obligated to pay all ad valorem property taxes due upon the Property and the Project as required by Florida law.

4.5 Approval of Agreement.

4.5.1 The Agency hereby represents and warrants to Developer that the execution and delivery hereof have been approved at duly convened meetings of the Agency and the same is binding upon the Agency.

4.5.2 Developer hereby represents and warrants to the Agency that (i) the execution and delivery hereof have been approved by all parties whose approval is required under the terms of the governing documents creating Developer, (ii) this Agreement does not violate any of the terms or conditions of such governing documents and the same is binding upon Developer and enforceable against it in accordance with its terms; (iii) the Persons executing this Agreement on behalf of Developer are duly authorized and empowered to execute the same for and on behalf of the Developer; (iv) Developer is a Florida non-profit corporation and is duly authorized to transact business in the State of Florida; and (v) this Agreement does not violate the terms of any other agreement to which the Developer is a party.

4.6 Developer shall immediately notify agency in writing of any pending, or to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency against the Developer, or against any officer, employee, partner or shareholder of the Developer, which question the validity of this Agreement or any Exhibit hereto, 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 the Developer.

ARTICLE 5

Project Financing

- 5.1 Developer. Developer shall use its own funds and/or funds obtained from Developer's Lender to develop the Project for the purposes contemplated by this Agreement. Developer shall be free to arrange financing in connection with the Property and the Project as Developer may desire, whether using Developer's Lender or any other source for any such financing. Developer shall promptly notify Agency of any changes to Developer's Lender. Developer shall within 5 days' notice from Developer's Lender, notify the agency of the occurrence of any event of default under any such financing. The Developer shall use commercially reasonable efforts to obtain the agreement of Developer's Lender that in the event of a default by the Developer under the financing of the Project by Developer's Lender that Developer's Lender will notify the Agency of such default and what will be necessary, if anything, for the Agency to cure such default at the election of the Agency.
- 5.2 Developer Improvements. The Developer shall construct the Developer Improvements as provided herein and in accordance with the applicable standards and specifications for such construction as set forth by the Governmental Authorities.
- 5.3 Taxes and other charges. Developer shall pay and discharge, or cause to be paid and discharged, prior to delinquency, all taxes, charges, liabilities or claims of any type at any time assessed against or incurred by the Property or the Project, provided that nothing in this Section 5.3 shall require the payment of any such sum if Developer contests the same in good faith by appropriate proceedings. The Developer shall not allow any taxes to be delinquent so that the Property is subject to the sale of tax certificates according to Florida law. The Developer shall notify the Agency within 5 days of any notice of tax delinquency on the Property or the Project.
- 5.4 Community Benefits. In order to secure the ongoing conditions, covenants and obligations contained herein, and prior to paying the Reimbursement Amount to Developer, Developer shall execute and record a Parking License Agreement in substantially the form and substance attached hereto as **Exhibit "B"** and provide satisfactory proof of establishment of a scholarship award or commitment to award scholarships to residents who reside in the Community Redevelopment Area to attend Broward College for health science education and/or certifications.

ARTICLE 6
Project Development

- 6.1 Project Schedule. Developer represents that the estimated Project Completion Date for Phase I and estimated Project Completion Date for Phase II shall occur in accordance with the Project Completion Dates set forth on **Exhibit "C"**.

ARTICLE 7
Developer Defaults; Agency Remedies

- 7.1 Event of Default. Subject to Force Majeure, the occurrence of any one or more of the following and the continuance thereof uncured or uncorrected for the period of time hereinafter provided shall constitute an Event of Default hereunder:
- 7.1.1 The Developer defaults in the performance of any obligation including, without limitation, the obligation to create and retain jobs, imposed upon it under this Agreement or the Developer fails to complete any item required to be completed by it as provided herein, including constructing the Project substantially in accordance with the final Plans & Specifications, and the Developer does not cure such default within thirty (30) days after delivery of notice of such default from the Agency; or
 - 7.1.2 Any statement, representation or warranty made by the Developer herein or in any writing now or hereafter furnished in connection herewith shall be false in any material respect when made and which materially and adversely affects the rights, duties or obligations of the Agency hereunder; or
 - 7.1.3 (i) an order, judgment or decree is entered by any court of competent jurisdiction adjudicating the Developer bankrupt or insolvent, approving a petition seeking a reorganization or appointing a receiver, trustee or liquidator of the Developer or of all or a substantial part of its assets, or (ii) there is otherwise commenced as to the Developer or any 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 without being dismissed after any stay thereof expires.
- 7.2 Remedies. Upon the occurrence and during the continuance of any Event of Default by Developer hereunder, the Agency shall have the following rights (a) to terminate this Agreement, (b) to stop any disbursements of funds by the Agency hereunder, including the Reimbursement Amount (c) to recover all funds paid by the Agency under this Agreement or (d) to pursue other rights or remedies which are or may be available to Agency at law or in equity to enforce any of the terms of this Agreement. Notwithstanding, nothing herein shall be deemed a pledge or the right to place a lien on the Agency's tax increment revenue. This Agreement

shall not be construed as a grant or consent to encumber the Redevelopment Trust Fund of the Agency or to grant a right of specific performance as an equitable remedy. Further, payments under this Agreement are subordinate and inferior to existing and future debt service payments of the Agency and operating and administrative costs of the Agency.

ARTICLE 8

Agency Defaults, Developer Remedies

- 8.1 Agency Event of Default. The occurrence of any one or more of the following and the continuance thereof for the period of time hereinafter provided shall constitute an Event of Default hereunder by the Agency:
- 8.1.1 If for any reason the Agency fails to timely pay, perform or complete any or all of its material obligations under this Agreement as and when required including the obligation to pay the Reimbursement Amount and the Agency does not cure such default within thirty (30) days after delivery of notice of such default from the Developer.
- 8.2 Remedies. If at any time there is a default by the Agency which is not cured within any applicable cure period provided herein, Developer shall have the right to terminate this Agreement and/or to pursue other rights or remedies which are or may be available to Developer at law or in equity to enforce any of the terms of this Agreement, notwithstanding, a claim for damages shall not exceed Thirty Thousand and no/100 Dollars (\$30,000.00).

ARTICLE 9

General Provisions

- 9.1 Non-liability of Agency and City Officials. No member, official or employee of the Agency or the City or the Agency Staff of any employee of the City shall be personally liable to the Developer or to any Person with whom the Developer shall have entered into any contract, or to any other person in the event of any default or breach by the Agency, or for any amount which may become due to the Developer or any other person under this Agreement.
- 9.2 Approval. Whenever this Agreement requires the Agency or the Developer to approve any contract, document, plan, specification, drawing or other matter, such approval shall not be unreasonably withheld, delayed or conditioned. The Developer and the Agency shall perform all obligations imposed upon them under this Agreement in a reasonable and timely fashion.
- 9.3 Force Majeure. Neither the Developer nor the Agency shall be deemed in default hereunder where such a default is based on a delay in performance as a result of

war, insurrection, terrorist activity, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, quarantine restrictions or freight embargo, or excessive delays in the permitting process not caused by Developer; 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 a reasonable time to resume after such delay. The party invoking this Section 9.3 shall deliver notice to the other party as provided in Section 9.4 setting forth the event of Force Majeure and the anticipated delay resulting from such event of Force Majeure. Upon expiration of the event of Force Majeure, either party may notify the other that the event has expired and that the extension of time granted as a result of such delay has ended.

- 9.4 Notices. All notices to be given hereunder shall be in writing and (a) personally delivered, (b) sent by registered or certified mail, return receipt requested, or (c) delivered by a courier service utilizing return receipts. Such notices shall be deemed given and received for all purposes under this Agreement (i) three (3) business days after the date same are deposited in the United States Mail if sent by registered or certified mail, or (ii) the date actually received if sent by personal delivery or courier service, or (iii) the date of transmission of a facsimile, with telephonic or machine confirmation of receipt:

DEVELOPER: Holy Cross Hospital, Inc., a Florida not for profit Corporation
4725 North Federal Highway
Fort Lauderdale, Florida 33308
Attn: Pierre Monice, President and CEO

AGENCY: Fort Lauderdale Community Redevelopment Agency
914 Sistrunk Blvd., Suite 200
Fort Lauderdale, Florida 33311
Attention: Executive Director

With a copy to: City Attorney's Office
City of Fort Lauderdale
1 East Broward Blvd. Suite 1320
Fort Lauderdale, FL 33301

Any change to an address shall be given in the same manner as a notice under this Section 9.4.

- 9.5. Time. Time is of the essence in the performance by any party of its obligations hereunder.
- 9.6 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.

- 9.7 Amendment. This Agreement may be amended by the Parties hereto only upon the execution of a written amendment or modification signed by the Parties.
- 9.8 Waivers. All waivers, amendments or modifications of this Agreement must be in writing and signed by both parties. 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, of any other rights or remedies for the same default or other default by any other party.
- 9.9 Assignment/Transfer. During the term of this Agreement, any assignments, conveyances or transfers (all of the foregoing, an “Assignment”) of interest in this Agreement, the Project or Property to any Person or entity, must comply with the following:
- 9.9.1 Consent required. Agency written consent to an assignment shall be required, and in determining whether to grant such consent, Agency shall consider the following factors:
- (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 Developer;
 - (iii) the proposed assignee has prior related business experience for operating property with uses similar to the Project or as existing at the time of proposed Assignment; and
 - (iv) the reputation of the proposed assignee.

Upon weighing the above factors, Agency shall either approve such Assignment 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 Agency has consented in writing to such Assignment and there shall have been delivered to Agency a true copy of the instrument effecting 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 of this Agreement on Developer's part to be performed, including those for matters that arose or became due prior to the effective date of the Assignment. After the aforesaid instruments have been delivered to Agency and Agency has consented to such Assignments, then from and after the effective date of Assignment, the assigning party shall be released of all obligations under this Agency for matters arising after the effective date of the Assignment, but shall remain liable to the Agency for all obligations under this Agreement relating to matters that arose or became due prior to the effective date of the Assignment.

- 9.10 Indemnification. Developer agrees to protect, defend, indemnify and hold harmless the Agency, and their public officials, 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 Developer's acts or omissions in performing its obligations under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal 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 Developer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false or fraudulent. However, the Agency retains the right to select counsel of its own choosing. This provision shall survive expiration or termination of this Agreement and shall not be limited by any insurance required hereunder.
- 9.11 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.
- 9.12 Contingent Fee. The Developer represents and warrants that it has not employed or retained any Person to solicit or secure this Agreement and that it has 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, including any broker fee or commission.
- 9.13 Independent Contractor. In the performance of this Agreement, the Developer will be acting in the capacity of an independent contractor and not as an agent, employee, and partner of the Agency. The Developer and its employees and agents shall be solely responsible for the means, methods, techniques, sequences

and procedures utilized by the Developer in the performance of its obligations under this Agreement.

9.14 Timing of Approvals. Each party hereto shall have a period of not more than twenty (20) business days from the date of submission to such party of any item under this Agreement to take any action or give its approval or denial and the failure to take any such action, or give such approval or denial within such period of time shall be deemed approval, provided that no approval by the Agency shall be governed hereby.

9.15 Not A General Obligation.

(a) 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 Developer agrees that the obligation of the Agency to make any payments by the Agency to the Developer pursuant to this Agreement shall be subordinate to the obligations of the Agency to pay debt service on any bonds to be issued by the Agency up to the principal amount of the first issuance of such bonds and the Agency's administrative and overhead costs and expenses.

(b) Nothing contained herein shall be deemed, construed or applied to cause any Governmental Authority, specifically including the Agency, to waive its right to exercise its governmental power and authority or to consider any request causing the exercise of its governmental powers in any manner other than that which is customary for the exercise of such governmental powers.

9.16 Parties to Agreement. This is an agreement solely between the Agency and the 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 successors or assigns of the Agency and the Developer.

9.17 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 the 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.

9.18 Insurance. During the term of this Agreement, the Developer shall obtain and maintain casualty insurance on the Project in an amount equal to the cost of replacing the Project (subject to a commercially-reasonable deductible) in the event of a damage or destruction of the Project, including builder's risk insurance during construction. Subject to the prior rights of Developer's Lender, Developer shall use the proceeds of such insurance to rebuild or repair the Project to

substantially the same condition as before such damage or destruction. The Developer shall also obtain and maintain liability insurance in such an amount as is customary for a project of the size and scope of the Project. Certificate(s) of insurance evidencing such insurance to the reasonable satisfaction of the Agency shall be provided to the Agency by the Developer.

- 9.19 Termination. In the event of a termination of this Agreement as provided herein prior to its expiration, the party terminating the Agreement shall provide notice to that effect to the other party and upon receipt of such notice and the expiration of any cure period provided herein this Agreement shall then be of no force and effect, neither party will be liable to the other for any payments or other obligations other than any payments or obligations earned or incurred as of such date of termination.
- 9.20 Term. This Agreement shall take effect upon the Effective Date and, if not earlier terminated as provided herein, shall expire on the date of the payment of the Reimbursement Amount to the Developer by the Agency.

- 9.21 Records/Right to Audit. Agency shall have the right to audit the books, records, and accounts of Developer that are related to the Developer Improvements.. Developer shall keep, and 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 Developer 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 shall make same available at no cost to Agency in written form.

Developer 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 the Developer Improvements 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, Developer shall comply with all requirements thereof. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Agency's disallowance and recovery of any payment upon such entry.

- 9.22 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. 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. The Developer and all contractors or subcontractors (the "Contractor") engaging in services in connection with construction, operation and/or maintenance of the Project shall:

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

(b) 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.

(c) 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 Developer for the duration of this Agreement and as to Contractor's for the duration of the contract term and following completion of said contract if Contractor does not transfer the records to Agency.

(d) Upon completion of said construction, operation or maintenance of the Project, transfer, at no cost, to Agency all public records in possession of Developer 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 construction, operation or maintenance of the Project, Developer and Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer or Contractor keeps and maintains public records upon completion of construction, operation or maintenance of the Project, 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 Developer or Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Developer 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.

9. 23 Local Preference. The Developer shall use its best efforts to work with the Agency to notify local business firms or labor surplus area firms of the opportunity to submit bids for work on the Project. Bids will be selected based upon competitiveness of the bid and the qualifications and capacity of the bidder. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), . .

- 9.24 Affidavits. As a condition to the effectiveness of this Agreement, Developer shall execute and deliver the Anti-Human Trafficking Affidavit and Affidavit of Foreign Concern attached hereto as **Exhibit “D”**.
- 9.25 Promotional Materials. The Developer consents to the Agency use of promotional materials including photographs, videos or other materials related to the Project on the Agency’s website, annual reports, conferences or any other form or fashion intended to showcase projects funded by the Agency. The Developer shall identify any copyright or patent materials which may not be reproduced and should be excluded by the Agency.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties hereto have set their hands effective as of the date set forth in the introductory paragraph.

AGENCY:

WITNESSES:

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163

[Witness print of type name]

[Witness print or type name]

[Witness Signature]

[Witness print of type name]

By: _____
Christohper Cooper, Acting Executive Director

ATTEST:

APPROVED AS TO FORM AND CORRECTNESS:
Shari L. McCartney, General Counsel

By: _____
David R. Soloman, CRA Secretary

By: _____
Lynn Solomon, Assistant General Counsel

WITNESSES:

DEVELOPER:

Holy Cross Hospital, Inc. a Florida Not For Profit Corporation

(Signature)

Printed Name: _____

By: _____
Pierre Monice, President and CEO

(Signature)

Printed Name: _____

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization this ____ day of _____, 2026, by Pierre Monice, President and CEO of Holy Cross Hospital, Inc. a Florida Not For Profit Corporation. He is personally known to me or have produced _____ as identification.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:
Commission Number

- A. PROPERTY – LEGAL DESCRIPTION**
- B. Form Parking License Agreement**
- C. Project Completion Date-Phase I and Phase II**
- D. Affidavit of Foreign Concern and Anti-Human Trafficking Affidavit**

EXHIBIT "A"

PROPERTY

Lots 1 through 13, inclusive, and Lots 32 through 48, (Lots 1 through 4 and 45 through 48 are labeled as "Post Office" on the plat), inclusive, Block 213, PROGRESSO, according to the Plat thereof, as recorded in Plat Book 2, Page 18, of the Public Records of Miami - Dade County, Florida; said lands situate, lying and being in Broward County, Florida; LESS the North 15 feet of Lots 1 and 48 ("Post Office") previously conveyed for right-of-way purposes.

Less and Except the following parcel of land conveyed to the State of Florida Department of Transportation by the Warranty Deed recorded in Official Records Book 42416, Page 1770, of the Public Records of Broward County, Florida.

A portion of that certain parcel labeled "POST OFFICE", lying North of Lots 5 and 44, Block 213, PROGRESSO, according to the plat thereof, as recorded in Plat Book 2, Page 18, of the Public Records of Miami - Dade County, Florida, more fully described as follows:

Commencing at the Southwest corner of said "POST OFFICE"; thence North 00°01'00" West, on the West line of said "POST OFFICE", a distance of 50.00 feet to the Point of Beginning; thence continuing North 00°01'00" West, on said West line, a distance of 35.00 feet; thence South 90°00'00" East, on a line 15.00 feet South of and parallel with the North line of said "POST OFFICE", a distance of 270.13 feet; thence South 00°01'00" East, on the East line of said "POST OFFICE", a distance of 35.00 feet; thence North 45°00'00" West, a distance of 35.36 feet; thence North 90°00'00" West, on a line 25.00 feet South of and parallel with the said North line of the "POST OFFICE", a distance of 220.13 feet; thence South 45°00'00" West, a distance of 35.36 feet to the Point of Beginning.

TOGETHER WITH the 15 - foot alley running North and South between Lots 5 through 11 and Lots 38 through 44, inclusive, in Block 213, PROGRESSO, as recorded in Plat Book 2, Page 18, of the Public Records of Miami - Dade County, Florida, vacated by Ordinance No. C-83-3 recorded in Official Records Book 10662, Page 741, of the Public Records of Broward County, Florida.

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

ALSO DESCRIBED AS Lots 5 through 13, both inclusive; Lots 32 through 44, both inclusive, all in Block 213; and the North 100 feet of said Block 213, (the North 100 feet of Block 213 are as "Post Office" on the plat) LESS the North 15 feet thereof of PROGRESSO, according to the Plat thereof, as recorded in Plat Book 2, Page 18, of the Public Records of Miami - Dade County, Florida.

Less and Except the following parcel of land conveyed to the State of Florida Department of Transportation by the Warranty Deed recorded in Official Records Book 42416, Page 1770, of the Public Records of Broward County, Florida.

A portion of that certain parcel labeled "POST OFFICE", lying North of Lots 5 and 44, Block 213, PROGRESSO, according to the plat thereof, as recorded in Plat Book 2, Page 18, of the Public Records of Miami - Dade County, Florida, more fully described as follows:

Commencing at the Southwest corner of said "POST OFFICE"; thence North 00°01'00" West, on the West line of said "POST OFFICE", a distance of 50.00 feet to the Point of Beginning; thence continuing North 00°01'00" West, on said West line, a distance of 35.00 feet; thence South 90°00'00" East, on a line 15.00 feet South of and parallel with the North line of said "POST OFFICE", a distance of 270.13 feet; thence South 00°01'00" East, on the East line of said "POST OFFICE", a distance of 35.00 feet; thence North 45°00'00" West, a distance of 35.36 feet; thence North 90°00'00" West, on a line 25.00 feet South of and parallel with the said North line of the "POST OFFICE", a distance of 220.13 feet; thence South 45°00'00" West, a distance of 35.36 feet to the Point of Beginning.

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

TOGETHER WITH the 15 - foot alley running North and South between Lots 5 through 11 and Lots 38 through 44, inclusive, in Block 213, PROGRESSO, as recorded in Plat Book 2, Page 18, of the Public Records of Miami - Dade County, Florida, vacated by Ordinance No. C-83-3 recorded in Official Records Book 10662, Page 741, of the Public Records of Broward County, Florida.

EXHIBIT "B"
Parking License Agreement

FORM OF PARKING LICENSE AGREEMENT PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT (this "Agreement") is entered into as of _____, 20__ (the "Effective Date"), by and between:

HOLY CROSS HOSPITAL, INC., a Florida not-for-profit corporation, having its principal office at 4725 North Federal Highway, Fort Lauderdale, Florida 33308 (hereinafter referred to as "Licensor"); and

_____, a _____ located in the Northwest-Progresso-Flagler Heights Redevelopment Area, having its principal office at _____, Fort Lauderdale, Florida ____ (hereinafter referred to as "Licensee").

Licensor and Licensee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Licensor owns and operates a Comprehensive Outpatient Health Center and Emergency Department (the "Project") at the property located at 200 East Sunrise Boulevard, Fort Lauderdale, Florida (the "Project Site"), which includes parking facilities; and

WHEREAS, the Project Site is located within the City of Fort Lauderdale's Northwest-Progresso-Flagler Heights Redevelopment Area (the "Community Redevelopment Area"); and

WHEREAS, Licensor and the Fort Lauderdale Community Redevelopment Agency (the "Agency") have entered into that certain Development Agreement (the "Development Agreement"), pursuant to which Licensor has agreed to execute a Parking License Agreement in substantially the form attached as Exhibit B to the Development Agreement; and

WHEREAS, Section 5.4 of the Development Agreement contemplates that Licensor shall grant a non-exclusive license to a business located in the Community Redevelopment Area to use a portion of the excess parking spaces at the Project Site during off-peak hours, subject to availability; and

WHEREAS, Licensee is a business located in the Northwest-Progresso-Flagler Heights Redevelopment Area and desires to obtain a non-exclusive license to use certain excess parking spaces at the Project Site during off-peak hours; and

WHEREAS, Licensors desires to grant such license to Licensee, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. GRANT OF LICENSE

Licensors hereby grants to Licensee a non-exclusive, revocable license (and not a lease, easement, or other interest in real property) to access and use up to ____ (_____) parking spaces at the Project Site at a location as identified in the attached Exhibit A (the "Licensed Spaces"), subject to the availability of excess parking spaces during off-peak hours and subject to Licensors' own operational needs and priority use. This license is personal to Licensee and does not run with the land.

2. HOURS OF USE

The license granted herein shall permit Licensee to use the Licensed Spaces from ____ p.m. to ____ a.m. on the _____ days of the week (the "Licensed Hours"). Licensors reserves the right to modify the Licensed Hours upon reasonable prior written notice to Licensee. Licensee shall not use or occupy the Licensed Spaces outside of the Licensed Hours without the prior written consent of Licensors. All vehicles not removed from the Licensed Spaces at the end of the Hours of Use shall be subject to tow or removal at Licensors's sole discretion and at Licensee's sole cost and expense.

3. AUTHORIZED VEHICLES

Licensee shall be authorized to park up to ____ (_____) passenger vehicles belonging to employees or guests of Licensee (the "Authorized Vehicles") in the Licensed Spaces during the Licensed Hours. Each Authorized Vehicle utilizing the Licensed Spaces shall display a parking tag or decal issued by or approved by Licensors (the "Parking Tag"). Any vehicle occupying the Licensed Spaces without a valid Parking Tag shall be subject to towing at Licensee's sole cost and expense. Licensee shall be responsible for distributing and recovering Parking Tags and shall promptly notify Licensors of any lost or stolen Parking Tags.

4. NO LICENSE FEE

No license fee, rent, or other charge shall be due from Licensee to Licensors for the rights granted under this Agreement.

5. TERM AND TERMINATION

This Agreement shall be effective as of the Effective Date and shall continue in effect until terminated in accordance with this Section 5. Either Party may terminate this Agreement upon ten (10) days prior written notice to the other Party, without cause and without liability for such

termination. Upon termination, Licensee shall immediately cease all use of the Licensed Spaces and shall return all Parking Tags to Licensor.

6. DEFAULT; NOTICE AND OPPORTUNITY TO CURE

If Licensee fails to comply with any term, covenant, condition, rule, regulation, or obligation under this Agreement, Licensor may provide Licensee with written notice specifying the nature of such default. Licensee shall have forty-eight (48) hours after receipt of such notice to cure the default to Licensor's reasonable satisfaction. If Licensee fails to cure the default within such forty-eight (48) hour period, or if the default is not capable of cure within such period and Licensee fails to commence and diligently pursue cure within such period, Licensor may terminate this Agreement immediately upon written notice to Licensee, in addition to any other rights or remedies available to Licensor under this Agreement, at law, or in equity.

7. MAINTENANCE AND USE OBLIGATIONS

Licensee shall, at its sole cost and expense:

- (a) Clean and oversee Licensee's use of the Licensed Spaces and keep the Licensed Spaces free of litter, debris, and refuse resulting from Licensee's use;
- (b) Comply with all rules and regulations established by Licensor governing use of the parking area at the Project Site, as may be amended from time to time;
- (c) Use the Licensed Spaces solely for lawful passenger vehicle parking purposes; and
- (d) Not park or permit to be parked in the Licensed Spaces any boats, trailers, recreational vehicles, commercial vehicles, oversized vehicles, or any vehicle in a state of disrepair.

8. INSURANCE

Licensee shall, at its own expense, obtain and maintain throughout the term of this Agreement commercial general liability insurance covering Licensee's use of the Licensed Spaces, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, issued by an insurer authorized to do business in the State of Florida and reasonably acceptable to Licensor. Such insurance policy shall name Licensor as an additional insured. Licensee shall deliver to Licensor a certificate of insurance evidencing such coverage prior to the Effective Date and upon each renewal thereof. Licensee shall provide Licensor with at least thirty (30) days' prior written notice of any cancellation or material modification of such insurance.

9. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless Licensor, its officers, directors, employees, agents, and representatives, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to Licensee's or its employees', guests', or invitees' use of the Licensed Spaces, including

but not limited to any personal injury, death, or property damage occurring in or about the Licensed Spaces in connection with Licensee's use thereof; provided, however, that Licensee's indemnification obligation hereunder shall not apply to the extent any such claim, damage, or liability is caused by the gross negligence or willful misconduct of Licensor.

10. NO WARRANTIES

LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION, SECURITY, SUITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE LICENSED SPACES. LICENSEE ACCEPTS THE LICENSED SPACES IN THEIR "AS-IS" CONDITION AND ASSUMES ALL RISK ASSOCIATED WITH LICENSEE'S USE THEREOF.

11. ASSIGNMENT

Licensee shall not assign, transfer, sublicense, or otherwise convey any rights under this Agreement without the prior written consent of Licensor, which consent may be withheld in Licensor's sole and absolute discretion. Any attempted assignment without such consent shall be void and of no effect.

12. NOTICES

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given when: (a) delivered personally; (b) sent by certified mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight courier service, to the addresses set forth in the introductory paragraph of this Agreement, or to such other address as either Party may designate in writing to the other Party.

13. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Broward County, Florida, and each Party hereby consents to the jurisdiction of such courts.

14. MODIFICATION

This Agreement may not be modified, amended, or supplemented except by a written instrument executed by both Parties.

15. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

16. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

17. RELATIONSHIP TO DEVELOPMENT AGREEMENT

This Parking License Agreement is executed pursuant to and in furtherance of Section 5.4 of that certain Development Agreement between the Fort Lauderdale Community Redevelopment Agency and Holy Cross Hospital, Inc. (the "Development Agreement"), and is intended to be recorded in the public records of Broward County, Florida, as contemplated therein.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and understandings between the Parties with respect thereto.

IN WITNESS WHEREOF, the Parties have executed this Parking License Agreement as of the date first written above.

LICENSOR:

HOLY CROSS HOSPITAL, INC.,
a Florida not-for-profit corporation

By:

Name: Pierre Monice

Title: President and CEO

Date:

LICENSEE:

_____,
a _____

By:

Name:

Title:

Date:

[NOTARY ACKNOWLEDGMENT — LICENSOR]

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ of Holy Cross Hospital, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

Print Name: _____

My Commission Expires: _____

Commission No.: _____

[NOTARY ACKNOWLEDGMENT — LICENSEE]

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ of _____, a _____, on behalf of the _____, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

Print Name: _____

My Commission Expires: _____

Commission No.: _____

EXHIBIT "C"

Project Completion Date -Phase I and Phase II

Project Completion Date-Phase I and Phase II	
Phase 1 Commencement Date	June 2026
Phase 1 Completion Date	December 31, 2027
Phase 2 Commencement Date	December 31, 2028
Phase 2 Completion Date	December 31, 2029

EXHIBIT "D"

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
AND
KIDNAPPING; CUSTODY OFFENSES; HUMAN TRAFFICKING AND RELATED
OFFENSES AFFIDAVIT

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Date: _____, 2026

By: **Holy Cross Hospital, Inc.**, Florida not for profit corporation

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)

)SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as Manager of **Holy Cross Hospital, Inc.**, Florida not for profit corporation, as an act on behalf of the company, who is personally known to me or produced a _____ as identification.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____



**CITY OF FORT LAUDERDALE
COMMUNITY REDEVELOPMENT AGENCY**

The undersigned, on behalf of **Holy Cross Hospital, Inc.**, Florida not for profit corporation company, (Print entity's complete legal name as registered with suffix: INC, LLC, LTD, LP, PA, etc.) a _____ nongovernmental entity ("Nongovernmental Entity"), under penalty of perjury, (State entity is registered) hereby deposes and says:

1. My name is _____
(Print complete name of corporate officer/authorized representative)
2. I am an _____ officer or _____ authorized representative (Select one) of the Nongovernmental Entity. My title is: _____
(Print title of corporate officer/authorized representative)
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised. Affiant stipulates that it is not in violation of Section 787.06(13) of the 2024 Florida Statutes entitled "Kidnapping; Custody Offenses; Human Trafficking and Related Offenses."

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: _____

Office Address: _____

Email Address: _____

Main Phone Number: _____ FEIN No.: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____
(Print name of corporate officer/representative) |

(Signature of Notary Public – State of _____)

(NOTARY SEAL)

Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

COMMUNITY REDEVELOPMENT AGENCY
914 SIXTRUNK BLVD., SUITE 200, FORT LAUDERDALE 33311
TELEPHONE (954) 828-6130
WWW.FORTLAUDERDALE.GOV