REDEVELOPMENT AGREEMENT
The Gem of Hallandale

THIS REDEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of this 18th day of June, 2025 (the "Effective Date"), by and between **DRAGONFLY INVESTMENTS, LLC,** a Florida limited liability company (the "Developer") having an address at 19790 West Dixie Highway, PH 1, Aventura, Florida 33180 and the **HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY**, a body public and corporate of the State of Florida (the "HBCRA") having an address at 400 South Federal Highway, Hallandale Beach, Florida 33009.

RECITALS

1. The HBCRA is the owner of the real property located in the City of Hallandale Beach, Florida (the "City"), as more particularly described on Exhibit "A" attached hereto (the "Property"), which Property the HBCRA desires to be redeveloped within the HBCRA Community Redevelopment Area.

2. In order to dispose of the Property in accordance with applicable law, on July 25, 2024, the City of Hallandale Beach (the "City") Procurement Department issued a Request for Proposals, RFP # FY 2023-2024 CRA03 Disposal of Real Property in a Community Redevelopment Area and Development of a Mixed Used Development in Harlem Village (the "RFP"), on behalf of the HBCRA.

3. The RFP sought to identify proposers with qualifications to develop, design, construct, finance, operate and maintain a mixed-use development with related improvements, including a mix of uses including retail, grocery, office, restaurant, residential, and commercial uses on the Property.

4. The City Clerk's office received a total of four (4) proposals in response to the RFP and all four (4) proposals were evaluated by the HBCRA Evaluation Committee.

5. The HBCRA Evaluation Committee, upon review of the proposals, determined that one of the proposers did not meet MQR #1 and was disqualified; with the following three firms meeting the MQRs: B2J Development Group, Integral Florida, and the Developer.

6. Based on the RFP process, and the Evaluation Committee's review and scoring, HBCRA staff recommended that the RFP be awarded to the Developer, and that the Executive Director and the HBCRA Attorney negotiate and finalize a Redevelopment Agreement with the Developer to be brought back to the HBCRA Board of Directors for review and approval.

7. On September 25, 2024, at a duly noticed meeting of the HBCRA Board of Directors, pursuant to Resolution No. 2024-024 CRA, the HBCRA Board of Directors (a) awarded the RFP to the Developer, and (b) authorized the Executive Director and the HBCRA Attorney to negotiate and finalize a Redevelopment Agreement with the Developer, to be brought back to the HBCRA Board of Directors for review and approval.

8. On June 18, 2025, at a duly noticed meeting of the HBCRA Board of Directors, pursuant to Resolution No. 2025-00_ CRA, the HBCRA Board of Directors approved this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein set forth, the Developer and HBCRA hereby agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. General; Project; Definitions.

2.1 General. The purpose of this Agreement is to provide the terms and conditions pursuant to which the Developer shall redevelop the Property. The Property shall be redeveloped in substantial accordance with the Site Plan (as defined in Section 3.6) and Applicable Laws (as defined in Section 2.3) with the Project to be completed by the Developer on a "turn-key" basis for lease to third party commercial and residential tenants, all in accordance with the terms and conditions of this Agreement. Without limiting the foregoing, from and after the date of this Agreement, Developer shall diligently, expeditiously, and in good faith take all action necessary to redevelop the Property for the Project in accordance with the terms and conditions of this Agreement. The Developer and the HBCRA agree to use commercially reasonable efforts to have a groundbreaking for the Project on or before January 1, 2027; provided, however, the failure to effectuate a groundbreaking by January 1, 2027 shall not be considered a material default hereunder. The time frames set forth in this Agreement for Developer's pre-development obligations are designed to provide sufficient time to achieve the groundbreaking date as set forth above provided that the HBCRA will reasonably consider documented written requests for extensions on a case by case basis.

2.2 Project. The Project will be named The Gem of Hallandale and consists of a twelve (12) story mixed use building with one hundred seventy one (171) residential rental units of which (a) at least fifty percent (50%) will be Affordable Housing Units and (b) at least five (5) units are designated as Senior Housing Units (both as defined in Section 4.5(a)); not less than fifteen thousand (15,000) square feet of ground floor retail space, or such lesser amount if mandated by the applicable Governmental Authorities, with at least a one thousand (1,000) square feet of retail space subsidized for local business; a rooftop bar/lounge; as well as structured parking including the City Parking Spaces (as defined in Section 3.9) with at least ten (10) of the City Parking Spaces to be wired and supplied with high speed electric vehicle charging stations); and related amenities including, but not limited to, a high quality urban streetscape, as mutually agreed upon by the parties, that is consistent with the Harlem Village HBCRA Plan. Buildings and parking together with related amenities and utilities, all as specified on the Site Plan and Plans and Specifications collectively comprise the Project which is generally set forth on the "Site Plan" attached as Exhibit "B" to this Agreement. The Project will be redeveloped on the Property with the Property being conveyed by the HBCRA to the Developer in accordance with the terms and conditions of this Agreement.

2.3 Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Agreement" shall mean this Redevelopment Agreement including all attachments and Exhibits as may be amended from time to time in accordance herewith. This Agreement is not a Development Agreement as set forth in the Florida Local Government Development Act (F.S. 163.3220-163.3243) and is not subject to the tolling and extension of development agreements, permits and other authorizations set forth in F.S. 252.363.

"Applicable Laws" shall mean any applicable law, statute, code, ordinance, regulation, permit, license, approval or other rule or requirement now existing or hereafter enacted, adopted, promulgated, entered, or issued by Governmental Authorities including but not limited to, the Code (as defined in this Section 2.3) and the Florida Building Code.

"Application Fee" shall mean the Twenty-Five Thousand and 00/100 Dollars ($25,000) fee paid by the Developer to the HBCRA prior to or upon the Effective Date, which Application Fee shall be used to pay the documented and reasonable costs and expenses of the HBCRA relative to this Agreement including, but not limited to, legal fees. Upon expenditure, the Application Fee shall be replenished in increments of Twenty-Five Thousand and 00/100 Dollars ($25,000.00) and shall be considered evergreen until Final Completion. Upon Final Completion, the parties shall perform a true-up of the Application Fee, but only for documented and reasonable costs and expenses of the HBCRA, with any balance refunded to the Developer or short fall paid by the Developer to the HBCRA. The Developer authorizes the HBCRA to make deductions from the Application Fee for the purposes set forth herein.

"Business Day" shall mean any day that the City is open for business.

"City" shall have the meaning provided in the first recital hereto.

"Code" shall mean the City's Charter, Code of Ordinances, and Land Development Regulations now existing or hereafter enacted, adopted, promulgated, entered, or issued by the City.

"Completion Guaranty" shall mean a guaranty by the principals of the Developer that the Project will be completed in accordance with the terms and conditions of this Agreement if the Developer fails to do so. The form of the Completion Guaranty shall be prescribed by the HBCRA and shall be a condition precedent to the commencement of the Work as set forth in Section 5.1.

"Construction Contract" shall have the meaning provided in Section 4.2.

"Construction Costs" shall mean the cost of the Work as set forth in the building permit approval.

"Construction Documents" shall have the meaning provided in Section 3.7.

"Construction Loan" shall mean the financing to be obtained by the Developer in the amounts necessary to develop the Project in accordance with this Agreement, which Construction Loan shall be from a Lender and is subject to the approval of the HBCRA. At a minimum, the Construction Loan shall be (a) on commercial reasonable terms in the context of the then market conditions, (b) guaranteed by the principal(s) of the Developer if required by the Lender, (c) include a Step-In Agreement in order for the HBCRA to exercise its rights set forth in Section 4.3

and (d) such other terms and conditions and the HBCRA deems necessary including, but not limited to, the terms and conditions set forth in Section 4.4.

"Developer Equity" shall mean either (a) the Developer's equity contribution to the Project which shall be all amounts necessary to develop the Project other than the Developer Financing or (b) if there is no Developer Financing the Developer's equity contribution to the Project which shall be all amounts necessary to develop the Project.

"Development Approvals" shall have the meaning provided in Section 3.5.

"Developer Financing" shall mean the Construction Loan and other financing in the form of bonds, loans or grants from Governmental Authorities other than the HBCRA.

"Developer" shall have the meaning provided in the introductory paragraph herein.

"Development Plan" shall have the meaning provided in Section 3.4.

"Governmental Authorities" shall mean the United States Government, the State of Florida, Broward County, the City or any other governmental agency or any instrumentality of any of them.

"Hazardous Materials" shall mean any material which may be dangerous to health or to the environment, including without implied limitation all "hazardous matter", "hazardous waste", and "hazardous substances", and "oil" as defined in or contemplated by any applicable federal, state or local law, rule, order or regulation relating to the protection of human health and the environment or hazardous or toxic substances or wastes, pollutants or contaminants, including all of the following statutes and their implementing regulations, as the same may have been amended from time to time: (i) Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq.; (ii) Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; (iii) Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136; (iv) Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; (v) Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; (vi) Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; (vii) Clean Air Act, 42 U.S.C. §300f et seq.; (viii) Safe Drinking Water Act, 42 U.S.C. §3808 et seq.; or (ix) Applicable or equivalent laws and regulations of the State of Florida relating to hazardous matter, substances or wastes, oil or other petroleum products, and air or water quality.

"HBCRA" shall have the meaning provided in the introductory paragraph herein. The HBCRA is scheduled to sunset on September 30, 2026. If and when the HBCRA ceases to exist, then all of the rights, title, benefits and interests of the HBCRA in and to this Agreement shall immediately vest in the City by operation of law without any further action or execution and delivery of any other documents. The City shall be entitled to enforce this Agreement to the same extent as the HBCRA.

"HBCRA Contribution" shall mean the Property and the Gap Grant.

"Inspection Period" shall mean the period expiring at 5:00 P.M. Eastern Standard Time on the date which is sixty (60) days after the Effective Date.

"Lender" shall mean (a) an established federally chartered United States bank, United States trust company or other such recognized United States financial institution (or consortium thereof) or (b) the United States Department of Housing and Urban Development ("HUD"). The selection of the Lender will be subject to the prior written approval of the HBCRA and, except for HUD, such approval shall take into account the reputation, financial condition and legal qualifications of such entity.

"Development Budget" shall have the meaning provided in Section 3.4.

"Project" shall have the meaning provided in Section 2.2 above.

"Property" shall have the meaning provided in the first recital hereto.

"Site Plan" shall have the meaning provided in Section 3.6.

Section 3. Pre-Development.

3.1 Due Diligence Inspection. During the Inspection Period, HBCRA shall permit Developer and its authorized representatives to inspect the Property and to perform due diligence, surveys, soil analysis and environmental investigations. Developer will conduct any physical inspections, tests, examinations, studies, and appraisals only on Business Days. Developer may only enter upon the Property, provided (i) Developer provides HBCRA with at least twenty-four (24) hours prior notice (which notice may be oral or written) of its intent to inspect, test, survey or study, (ii) if requested by HBCRA, Developer is accompanied by a representative of HBCRA and (iii) Developer or Developer's agents or contractors, as applicable, furnishes to HBCRA a certificate of insurance acceptable to HBCRA naming HBCRA as an additional insured and with an insurer and insurance limits and coverage reasonably satisfactory to HBCRA. Developer and its agents and representatives shall not perform any invasive testing without the prior written consent of HBCRA, which consent shall not be unreasonably withheld. All inspection fees, appraisal fees, engineering fees and all other costs and expenses of any kind incurred by Developer relating to its the inspection of the Property for itself and/or its lender (collectively, the "Inspection Costs") shall be the responsibility of and paid for by the Developer. To the extent that Developer or any of its representatives, agents or contractor's damages or disturbs the Property or any portion thereof, Developer shall return the same to substantially the same condition which existed immediately prior to such damage or disturbance. Developer hereby agrees to and shall indemnify, defend and hold harmless HBCRA from and against any and all expense, loss or damage which HBCRA may incur (including, without limitation, reasonable attorney's fees actually incurred) as a result of any act or omission of Developer or its representatives, agents or contractors arising from, related to, or in connection with the due diligence inspections including any soil analysis and environmental investigations, other than any expense, loss or damage to the extent arising from any act or omission of HBCRA during any such inspection and other than any expense, loss or damage resulting from the discovery or release of any Hazardous Substances at the Property for which discovery or release Developer shall have no liability, unless such discovery or release was caused by the negligence or intentional conduct of Developer or its representatives, agents or contractors and/or such Hazardous Substances were brought on to the Property by Developer or its representatives, agents or contractors). Developer shall promptly upon its receipt thereof, deliver to HBCRA, copies of all such audits and assessments obtained by Developer. At all times

prior to the conveyance of the Property by the HBCRA to the Developer, the Developer shall itself (and shall require its consultants to) keep the Property free and clear of all liens and encumbrances, including but not limited to mechanics' liens, arising out of any of Developer's (and such consultants') activities on the Property, including its consultants' investigations.

3.2 Termination of Agreement. Developer shall have until the expiration of the Inspection Period to determine, in Developer's sole opinion and discretion, the suitability of the Property for the Project. Developer shall have the right to terminate this Agreement for any reason or no reason at any time on or before said time and date of expiration of the Inspection Period by giving written notice to HBCRA of such election to terminate. If Developer so elects to terminate this Agreement pursuant to this Section 3.2, the Developer shall pay the Inspection Costs whereupon, except for those provisions of this Agreement which by their express terms survive the termination of this Agreement, no party hereto shall have any other or further rights or obligations under this Agreement. If Developer fails to terminate this Agreement prior to the expiration of the Inspection Period, the (except for the Developer's right to terminate in section 3.6 and the HBCRA's right to terminate in Section 3.5) the Developer shall have no further right to terminate this Agreement except as set forth in Section 8.

3.3 Condition of the Property. Unless this Agreement is terminated by Developer pursuant to Section 3.2 above, as a material inducement to HBCRA to execute this Agreement, and except as otherwise expressly set forth in this Agreement, Developer agrees, represents and warrants that (i) the Developer will have fully examined and inspected the Property, including the environmental condition of the Property, (ii) Developer will have accepted and will be fully satisfied in all respects with the foregoing and with the physical condition of the Property, (iii) Developer will have decided to redevelop the Property for the Project solely on the basis of its own independent investigation. Developer hereby acknowledges and agrees that HBCRA has not made, does not make, and has not authorized anyone else to make any representation and warranty as to the present or future physical condition, value, financing status, leasing, operation, use, tax status, income and expenses and prospects, or any other matter or thing pertaining to the Property, except as expressly set forth in this Agreement. HBCRA shall not be liable for, or be bound by, any verbal or written statements, representations or information pertaining to the Property furnished by any employee, agent, servant or any other person unless the same are specifically set forth in writing in this Agreement. Except for the representations and warranties expressly set forth herein, all information and documentation relating to the Property that have been provided or that may be provided to Developer during the course of Developer's due diligence investigation of the Property have been maintained by HBCRA in the ordinary course of HBCRA's business and Developer acknowledges and agrees that such information and documentation is provided without warranty of any kind, including as to the accuracy, validity, or completeness of any such information or documentation.

3.4 Development Plan and Development Budget. The parties acknowledge and agree that the HBCRA has previously reviewed (a) a pre-development plan and (b) a preliminary budget for the Project prepared by the Developer. During the Inspection Period, Developer shall provide the HBCRA with an updated pre-development plan and updated preliminary budget. The updated pre-development plan shall be then referred to as the "Development Plan" and the updated preliminary budget shall be then referred to as the "Development Budget" which Development Plan and Development Budget may be amended from time to time. The Development Plan shall

include the following information, if not previously provided to HBCRA (which information shall be provided on the American Institute of Architects forms to the extent applicable): (a) a description in reasonable detail of the general requirements to develop the Project; (b) a line item budget for the estimated cost of the construction of the Work; (c) a construction schedule which shall be updated throughout construction and shall encompass design and engineering, and all of the trades necessary for the construction of the Work; (d) proposed capitalization of the Developer Financing; and (e) such other information as the HBCRA may reasonably request. The Development Plan and Development Budget will then be initialed and dated by the parties and attached hereto as Exhibit "C" and by this reference made a part hereof. As used in this Agreement, the defined term Development Plan shall also include the Development Budget as the context shall dictate.

3.5 Governmental Approvals. The term "Development Approvals" as used in this Agreement shall mean all City approvals, consents, permits, amendments, rezonings, platting, conditional uses or variances, site plan approval, as well as such other approvals and official actions of the Governmental Authorities which are necessary to develop the Project. No later than ninety (90) days after the expiration of the Inspection Period, the Developer shall submit to the HBCRA for its review and approval (a) an estimated schedule which shall serve as the Developer's time frame for performance with respect to obtaining the Development Approvals and (b) Site Plan application including other submittals required to obtain Site Plan approval, such approval for (a) and (b) not to be unreasonably withheld, delayed or conditioned provided the schedule, applications and other submittals are consistent with the Project. Following such review and approval, the HBCRA hereby agrees to execute and deliver to the Developer in the HBCRA's capacity as the owner of the Property all applications and other submittals required to obtain Site Plan approval and the Development Approvals at the time of application therefor. If the Developer fails to perform (a) and/or (b) within the ninety (90) day period and the Developer does not cure such failure within thirty (30) days following receipt of written notice from the HBCRA to the Developer, then this Agreement may be terminated by the HBCRA, so long as such failure is not the result of a Force Majeure, upon written notice and five (5) Business Day opportunity to cure; and the Developer shall pay the Inspection Costs whereupon, except for those provisions of this Agreement which by their express terms survive the termination of this Agreement, no party hereto shall have any other or further rights or obligations under this Agreement. If any such documents in which HBCRA's joinder is requested contain material financial obligations binding (or which may become binding) upon HBCRA, such obligations must be included in the Pre-Development Budget or Development Budget, as applicable. If this Agreement is terminated according to the terms of this Agreement, then upon HBCRA's request, Developer shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Developer, with respect to the Development Approvals, which foregoing obligations shall survive termination of this Agreement. The Developer will be responsible for initiating and diligently pursuing the Development Approvals applications pursuant to the approved schedule. The HBCRA shall use commercially reasonable efforts to cooperate with the Developer in processing all necessary Development Approvals to be issued by the City as well as all other Governmental Authorities. The HBCRA shall use commercially reasonable efforts to expedite the Development Approvals being issued by the City. The parties recognize that certain Development Approvals will require the City and/or its boards, departments or agencies, acting in their police power/quasi-judicial capacity, to consider certain governmental actions. The parties further recognize that all such considerations and actions shall be undertaken in accordance with established requirements

of Applicable Laws in the exercise of the City's jurisdiction under the police power. Nothing in this Agreement is intended to limit or restrict the powers and responsibilities of the City in acting on such applications by virtue of the fact that the HBCRA may have been required to consent to such applications as the owner of the Property. Nothing in this Agreement shall entitle the Developer and/or the HBCRA to compel the City to take any action in its police power/quasi-judicial capacity, except to timely process the applications. The Developer shall pay for all permit fees, impact fees and all other costs and expenses associated with the Development Approvals and as required by Applicable Laws, which amounts shall be included in the applicable Development Plan and Development Budget for the Project and shall not be paid from the Application Fee. A list including estimated costs of the Development Approvals is attached hereto as Exhibit "D" and by this reference made a part hereof; provided, however, the parties acknowledge and agree that the list may not include all Development Approvals and shall in no way limit the obligation of the Developer to obtain all Development Approvals as set forth in this Agreement. The HBCRA agrees to use its good faith efforts to assist the Developer in expediting the review and approval process with applicable Governmental Authorities; provided, however, that HBCRA's obligation in the foregoing sentence is conditioned on such good faith efforts not requiring the HBCRA to pay any costs or expenses therefore. If such good faith efforts require the HBCRA to expend funds including, but not limited to, legal fees or project management costs (including HBCRA and/or City staff), the HBCRA shall not be obligated to perform such good faith efforts unless and until the Developer agrees in writing to pay the costs therefore. Nothing in this Agreement is intended to, nor shall be construed as, zoning by contract.

3.6 Site Plan. The Developer has previously provided a conceptual site plan and elevations to the HBCRA for the Project as referenced on Exhibit "B" attached hereto (the attached site plan and elevations are collectively, the "Site Plan"). The HBCRA hereby acknowledges and agrees that the Site Plan is acceptable to the HBCRA. The foregoing shall in no way constitute or be construed as the approval or issuance of a development order, it being expressly acknowledged and agreed by the Developer that the Site Plan will require separate submission, review, and approval pursuant to the requirements of the City's Code. Except for a Permitted Change (as hereinafter defined), no changes, alterations or modifications shall be made to the Site Plan (either prior to or after approval by the City) without the prior written approval of the HBCRA, which approval shall not be unreasonably withheld, delayed or conditioned; provided, however such approval may be withheld in the HBCRA's sole and absolute discretion if the requested change, alteration or modification consists of a Material Change. For purposes of this Agreement, a "Material Change" means and refers to a change, alteration or modification that is requested by the Developer and not mandated by any applicable Governmental Authorities, so that (i) in the aggregate with all other changes, alterations and modifications increases or decreases the square footage of the buildings and/or the common areas by ten percent (10%) or more, (ii) changes the number of stories of a building, and/or (iii) deletes any Project amenities. For further clarity, changes, alterations, or modifications mandated by Governmental Authorities shall not be considered a Material Change. Following approval of the Site Plan for the Project by the City staff pursuant to the City's Code, except for Permitted Changes, the Developer shall not initiate or request review by City staff of any changes or alterations to the approved Site Plan for the Project without the prior written approval of the HBCRA, which approval shall not be unreasonably withheld, conditioned or delayed. In the event the approval process by the Governmental Authorities results in changes to the Site Plan that materially and adversely impacts the

Developer's development scheme, plan, marketability, profitability and/or financeability of the Project, then Developer shall have the right to terminate this Agreement by giving written notice to the HBCRA whereupon all obligations and liabilities of the parties hereunder shall terminate and the Developer shall pay the Inspection Costs and any balance of the Application Fee shall be refunded to the Developer.

3.7 Plans and Specifications; Construction Documents. Following approval of the Site Plan and prior to commencement of any construction for the Project (including any demolition or site work), Developer shall prepare and submit to the HBCRA for review and its reasonable approval, all design documents prepared or furnished, in connection with the Work (as hereinafter defined) for the Project including, without limitation, architectural, structural, mechanical, electrical, plumbing, fire protection, drainage, landscaping, parking and any other engineering documents necessary for the permitting and construction of the Project for and through all phases of design and construction (e.g., schematic, design development, and construction) (collectively referred to as the "Plans and Specifications"). The Plans and Specifications shall comply with all Applicable Laws including, without limitation, the Florida Building Code and all design requirements established by the Florida Accessibility Code and the Americans with Disabilities Act. HBCRA shall provide its written approval or disapproval (specifying the basis for disapproval and/or comments) to any such Plans and Specifications within fifteen (15) days of receipt of request for same, it being understood that HBCRA review and approval of the Plans and Specifications as set forth herein is not the review required by the City, but only a general review for compliance with the terms and conditions of this Agreement and, therefore, such review need not be limited to, governmental requirements; provided, however, if the HBCRA fails to either approve or disapprove (either with or without conditions) the submitted Plans and Specifications within fifteen (15) days following submittal by Developer to HBCRA, the Plans and Specifications in the form submitted shall be deemed approved by HBCRA. Without limiting the foregoing, the approval of the Plans and Specifications pursuant to this Agreement shall in no way constitute or be construed as the approval or issuance of a development order, it being expressly acknowledged and agreed by Developer that the Plans and Specifications will require separate submission, review, and approval pursuant to the requirements of the City's Code and/or its applicable rules and regulations; provided, further, the Developer hereby releases the HBCRA from any claims, judgments, liabilities, defects, errors and omissions associated with the Plans and Specifications. Once any Plans and Specifications receive the written approval of the HBCRA or are deemed approved pursuant to this Agreement, such Plans and Specifications shall be deemed the "Construction Documents." The Construction Documents for the Project or any portion thereof shall be signed and sealed by the Developer's design professional and shall consist of: (a) working drawings, (b) technical specifications, (c) schedule for accomplishing improvements, and (d) such other information as may be required by the City in accordance with its Code and as otherwise necessary to confirm compliance with this Agreement. No Material Changes or alterations (other than Permitted Changes) shall be made to any Construction Documents, without the prior written approval of the HBCRA. Developer is hereby authorized to make Permitted Changes without HBCRA approval. A "Permitted Change" shall mean (i) a change which is required to be made to comply with Applicable Laws or any review and comment by Governmental Authorities, including changes required by the City or other Governmental Authorities during the Development Approvals process; (ii) a change which involves only substituting materials of comparable or better quality; (iii) a change required by the failure of the Construction Documents to satisfy field

conditions where the change will not have a material adverse effect on the quality, appearance or function of Project; (iv) modifications of floor plans, lay outs, or development components so long as the requirements of this Agreement remain in compliance; and (v) a change which is made to correct inconsistencies in various Construction Documents. The Developer shall provide written notice to the HBCRA prior to making any Permitted Changes except to the extent such Permitted Change is required in an emergency situation, in which event the Developer shall provide notice to the HBCRA as soon as reasonable possible thereafter. The approval or deemed approval by the HBCRA of any Plans and Specifications, site plans, designs or other documents submitted to HBCRA pursuant to this Agreement shall not constitute a representation or warranty that such comply with all Applicable Laws and/or and procedures of all applicable Governmental Authorities, it being expressly understood that the responsibility therefore shall at all times remain with the Developer.

3.8 Financing Plan and Proof of Developer Equity and Developer Financing. Developer has previously provided the HBCRA with a financing plan in the form attached hereto as Exhibit "E" and which financing plan has been approved by the HBCRA for the purposes of this Agreement. Each time the Developer secures financing from any source as set forth in the financing plan including Developer Equity, the Developer will promptly provide such information to the HBCRA. Any modifications to the financing plan proposed by the Developer will require the written approval of the HBCRA, such approval not to be unreasonably withheld delayed and/or conditioned. Without limiting the foregoing, the Developer shall revise the financing plan each time there is a material change to the Development Budget which revision require the approval of the HBCRA, such approval not to be unreasonably withheld delayed and/or conditioned. A material change to the Development Budget means an increase in the Development Budget of two- and one-half percent (2.5%) or more.

3.9 City Parking Spaces. As part of the consideration for the HBCRA Contribution, the Developer agrees that at least fifty (50) parking spaces in the structured parking facility with (the "City Parking Spaces") shall be dedicated to the exclusive use of the City, specifically available to the public, pursuant to an easement agreement between the City and the Developer (the "Easement Agreement"). At least ten (10) of the City Parking Spaces to be wired and supplied with high-speed electric vehicle charging stations. Simultaneously with the preparation and submission of the Plans and Specifications pursuant to Section 3.7 above, the parties shall mutually agree on the location of the City Parking Spaces which location, at a minimum, shall provide for simple and straightforward ingress and egress as well as the ability to provide for the installation at any time of restricted access systems such as gates and parking fee payment systems; provided, however, there shall be no restricted access systems if the City Parking Spaces are on the first floor. The parties shall work in good faith to identify the location of the City Parking Spaces and high-speed electric vehicle charging stations; provided, however, the HBCRA may withhold its approval of the Plans and Specification until such time as there is agreement by the parties as to the location of the City Parking Spaces and high speed electric vehicle charging stations, provided such approval shall not be unreasonably withheld, delayed, and/or conditioned; provided, further, when providing its approval or disapproval, the HBCRA shall take into account the recommendations from any third party traffic or similar consultants advising the Developer on this aspect of the Project. Similarly, the parties shall work in good faith to agree upon the terms and conditions of the Easement Agreement. The execution and delivery of the Easement Agreement

shall be a condition precedent to the conveyance of the Property from the HBCRA to the Developer. The Easement Agreement shall be for a minimum of thirty (30) years and continue thereafter, terminate on the demolition of the Project for redevelopment purposes and, among other things, provide that (a) the Developer shall, at its cost and expense, be responsible for the design, construction and maintenance of the structured parking facility including the City Parking Spaces and high speed electric vehicle charging stations, (b) not require the City to pay the Developer any type of fee or compensation for the City Parking Spaces and the maintenance thereof, but, for further clarity, the Developer shall be permitted to charge third parties reasonable fees and costs for the use of any parking spaces or portions of the parking facility other than the City Parking Spaces, (c) provide the City with replacement City Parking Spaces of a similar nature in the event of the redevelopment of the structured parking facility due to casualty and (d) such other terms and conditions that are necessary and appropriate as the context dictates including, but not limited to, the Clawback as set forth in Section 4.4 below in the event of an uncured default of the Easement Agreement. Costs associated with the installation and maintenance of the of restricted access systems such as gates and parking fee payment systems shall be paid by the HBCRA or the City. The costs and expenses of the HBCRA related to the preparation and negotiation of the Easement Agreement including, but not limited to, legal fees and costs shall be paid to the HBCRA from the Application Fee. The Easement Agreement shall require the City to self-insure or provide insurance both with limits acceptable to the Developer.

3.10 Gap Grant. Subject to the terms and conditions hereof, the HBCRA shall provide the Developer with a grant in the amount of Six Million Two Hundred Fifty Thousand and 00/100 Dollars ($6,250,000.00) (the "Gap Grant"). The Gap Grant shall be disbursed in three installments of Two Million Eighty-Three Thousand Three Hundred Thirty-Three and 33/100 Dollars ($2,083,333.33) each over three consecutive HBCRA fiscal years commencing in fiscal year 2024-25 as follows:

(a) First installment shall be paid in fiscal year 2024-25 following written request from the Developer therefore accompanied by a written certification and supporting documentation that Developer has expended at least Five Million and 00/100 Dollars ($5,000,000) towards the soft and hard costs for the Project. The HBCRA shall pay the first installment to the Developer within thirty (30) days following the submission to, and approval by, the HBCRA of such written certification and supporting documentation.

(b) Second installment shall be paid in fiscal year 2025-26 following written request from the Developer therefore accompanied by a written certification and supporting documentation that Developer has expended at least Ten Million and 00/100 Dollars ($10,000,000) towards the soft and hard costs for the Project. The HBCRA shall pay the first installment to the Developer within thirty (30) days following the submission to, and approval by, the HBCRA of such written certification and supporting documentation.

(c) Third installment shall be paid in fiscal year 2026-27 following written request from the Developer therefore accompanied by a written certification and supporting documentation that Developer has expended at least Fifteen Million and 00/100 Dollars ($15,000,000) towards the soft and hard costs for the Project. The HBCRA shall pay the first

installment to the Developer within thirty (30) days following the submission to, and approval by, the HBCRA of such written certification and supporting documentation.

Notwithstanding anything herein to the contrary, the HBCRA shall not be obligated to pay any installment of the Gap Grant if an Event of Default on the part of Developer has occurred or circumstances exists that with the passage of time and the giving of notice would constitute an Event of Default on the part of Developer. The HBCRA shall be entitled to offset any amounts due and owing, after an uncured Event of Default, by the Developer to the HBCRA against the Gap Grant.

Notwithstanding the foregoing, if there is a Construction Loan and the Lender requires the Bonds (as defined below), the Gap Grant may, at the election of the Developer, be disbursed (a) pari passu with the Construction Loan or (b) pari passu with other funding parties as may be agreed upon in writing by the HBCRA in its sole discretion.

Section 4. Development Services.

4.1 General Obligations. Subject to the terms and provisions of this Agreement, Developer shall be responsible for the design, engineering, permitting and construction for the Project substantially in accordance with the Construction Documents. In connection therewith, Developer shall provide or cause to be provided and furnish or cause to be furnished, all materials, supplies, apparatus, appliances, equipment, fixtures, tools, implements and all other facilities provided for in the Construction Documents, and shall provide all labor, supervision, transportation, utilities and all other services, as and when required for or in connection with the construction, furnishing or equipping of, or for inclusion or incorporation in the Project (collectively, the "Work"). Developer shall cause the design, engineering, permitting and construction of the Project to be prosecuted with diligence and continuity and will achieve Substantial Completion (as hereinafter defined) of the Work, free and clear of liens or claims for liens for materials supplied and for labor or services performed in connection therewith on or before the applicable Completion Date (as hereinafter defined). To the extent that any claims are threatened or made against the HBCRA, the HBCRA may look to the Developer and/or the applicable design professional, General Contractor and/or subcontractor with respect to any design and/or construction defect claims. For the purposes of this Agreement, "Substantial Completion" shall mean (i) the Project architect shall have certified in his/her reasonable discretion that the Project has been completed substantially in accordance with the Construction Documents subject to punch-list items, (ii) all temporary certificates of occupancy (or their equivalent) and all other certificates, licenses, consents and approvals required for the temporary occupancy, use and operation of the Project shall have been issued by or obtained from the appropriate Governmental Authorities (provided that in order for the Project to be deemed finally completed based upon the issuance of temporary certificates of occupancy [or their equivalent], following the issuance thereof, Developer shall diligently and in good faith proceed to obtain the issuance of all permanent certificates of occupancy [or their equivalent] and all other certificates, licenses, consents, and approvals required for the permanent occupancy, use and operation of each and all of the units in the Project, all within the time frames required by Applicable Laws including any legally permitted extension periods) and (iii) all construction costs and other costs and expenses incurred in connection with the Work have been paid in full or bonded, other than the costs for retainage

and/or to complete any punch list work or otherwise necessary to obtain the final certificates of occupancy. For the purposes of this Agreement, "Final Completion" shall mean for each and all units (a) the Project and all Work shall have been fully completed including all punch list items substantially in accordance with Construction Documents, (b) all final certificates of occupancy (or their equivalent) all other certificates, licenses, consents and approvals required for the permanent occupancy, use and operation of the Project shall have been issued or obtained from the appropriate Governmental Authorities, (c) all construction costs and other costs and expenses incurred in connection with the Work including punch list items have been paid in full or bonded, (d) all contractor certificates and final waivers of lien for the Work have been obtained, and (e) all record drawings and electronic files have been delivered to the HBCRA. Substantial Completion shall occur not later than the Substantial Completion Date (as defined below) and Final Completion shall occur no later than one hundred twenty (120) days after the Substantial Completion Date, subject to a day for day extension for events of Force Majeure (the "Project Completion Date" and along with the Substantial Completion Date, the "Completion Dates"). For purposes of this Agreement, the parties acknowledge and agree that the Substantial Completion Date shall be based upon number of months from the issuance of the building permit subject only to a day for day extension for events of Force Majeure. The Developer and HBCRA shall in good faith negotiate and mutually agree upon the Substantial Completion Date shall be no more than thirty (30) months from the date of issuance of the Notice to Proceed, which Substantial Completion Date shall then be set forth in the Notice to Proceed. The Notice to Proceed may only be issued following receipt of all Development Approvals necessary for the Project. Developer acknowledges and agrees that Force Majeure does not include delays due to inclement weather (other than tropical storms, flooding, hurricanes and tornados) and that the Substantial Completion Date takes into full consideration the effect of inclement weather during the construction period and such effect on both cost and time for completing the Work is accounted for in the Construction Schedule, and the Substantial Completion Date incorporates the Developer's expectation that it may experience general weather delays during construction of the Project. Developer hereby waives the right to the utilize and/or benefit from any extensions to development orders that may be granted by the Governor or any other Governmental Authorities unless such extension relates directly to the construction industry in either Broward County, Miami-Dade County, and/or Palm Beach County.

4.2 Construction Contract. Within one hundred eighty days (180) days following HBCRA approval of the Construction Documents, the Developer shall enter into a general construction contract (the "Construction Contract") with a general contractor (the "General Contractor"), which General Contractor shall be subject to the reasonable approval of the HBCRA; provided, however, the HBCRA shall not withhold its approval of any General Contractor that is licensed, experienced (i.e., has completed projects of a similar type, size and nature as the Project) and bondable for the Project. Prior to entering into each Construction Contract, the Developer shall submit the initial and final forms of the Construction Contract to the HBCRA for its review and approval, such approval not to be unreasonably withheld, unreasonably conditioned or unreasonably delayed, provided the General Contractor's fees for General Conditions, Overhead and Profit are competitive with then market conditions. The Construction Contract shall require the General Contractor to competitively select the contractors providing electrical, plumbing, structural and mechanical services (collectively, the "Major Subcontractors"). The Developer shall submit the solicitation documents to the HBCRA for its review. The Developer shall also include in the Construction Contract and all other direct contracts for the design, engineering,

construction, administration, and inspection of the Work (a) an indemnity, release and hold harmless agreements by the General Contractor, Major Subcontractors, design professional, consultant, contractor or subcontractor (for themselves and their agents, employees, invitees and licensees) in favor of the HBCRA relating to their acts or omission arising from, related to, or in connection with their portion of the Work, (b) a requirement that the HBCRA be copied on all notices of default from the Developer to the General Contractor, Major Subcontractors, design professional, consultant, contractor or subcontractor, and vice versa, (c) the consent of the design professional, consultant, contractor or subcontractor to the assignment of the applicable contract by the Developer to the HBCRA, at the HBCRA's option, in the event of an uncured default by Developer, and the assumption of the applicable contract by the HBCRA (subject to Lender's rights as provided in the Step-In Agreement); provided, however, that as between the HBCRA and Developer, the Developer shall remain responsible for any loss or damage relating to its default, which loss or damage may be cured by making a claim on the Bonds, following written notice by HBCRA to Developer and a reasonable opportunity to cure as appropriate in the context of the default. Nothing contained herein shall, however, create an obligation on the HBCRA to assume the Construction Contract or any contractor contract or consultant contract or make any payment to any contractor or consultant upon default and termination of the Developer. Nothing contained herein shall create any contractual relationship between the HBCRA and any contractor, subcontractor, consultant or subconsultant (other than the benefit in favor of the HBCRA of certain provisions as set forth in the applicable contracts) unless expressly agreed to in writing by the HBCRA .

4.3 Financing of Project. The Developer represents to the HBCRA that the Developer may need to obtain a Construction Loan and/or subsidies, grants, bonds and other forms of traditional financing for the construction of the Project. Alternatively, the Developer may finance the Project on an equity basis or a mix of debt and equity financing. If the Developer intends to obtain a Construction Loan, the Developer will provide a commitment letter or term sheet issued by a Lender to the HBCRA, which shall specifically include those matters set forth in the definition of Construction Loan in Section 2.3. Thereafter, the Developer shall use its good faith and diligent efforts to obtain from the Lender a loan document package for the Construction Loan in an amount consistent with the Development Budget and close the Construction Loan within one righty (180) days following receipt of the Construction Documents ("CL Closing Deadline"). The Developer shall provide the loan document package to the HBCRA and, in the event the proposed loan document package does not comply with any of the requirements of the Construction Loan or other financing terms herein, then Developer shall permit the HBCRA to negotiate any revisions to the loan documents directly with the Lender, the costs of which shall be paid form the Application Fee. If the Developer fails to close by the CL Closing Deadline or cannot otherwise provide evidence to the reasonable satisfaction HBCRA that the Developer has adequate funding to complete the Project, and cannot cure such failure within forty five (45) days following written notice from the HBCRA to the Developer of such failure; and, the HBCRA shall have the right to terminate this Agreement and, if this Agreement is terminated, the Developer shall pay the Inspection Costs whereupon, except for those provisions of this Agreement which by their express terms survive the termination of this Agreement, no party hereto shall have any other or further rights or obligations under this Agreement; provided, however, if the Developer fails to close on the Construction Loan within the CL Closing Deadline, said deadline shall be extended by up to another forty five (45) days provided that Developer has provided written notice to the HBCRA

within the initial CL Closing Deadline requesting the forty five (45) day extension and provides documentation to the HBCRA demonstrating the Developer has diligently pursued closing the Construction Loan and that the Lender requires additional time prior to closing the Construction Loan; provided further, if Developer fails to close on the Construction Loan by the expiration of the forty five (45) day extension period for any reason whatsoever, then this Agreement shall automatically terminate without the need for further notice; and the Developer shall pay the Inspection Costs whereupon, except for those provisions of this Agreement which by their express terms survive the termination of this Agreement, no party hereto shall have any other or further rights or obligations under this Agreement. To the extent Developer is able to obtain a commitment letter and loan document package for the Construction Loan, provided that the Developer has met all other conditions precedent under Section 5.1 below (other than obtaining the Construction Loan) and any other conditions precedent to the closing of the Construction Loan, the Developer shall be obligated to close on the Construction Loan. The failure of the Developer to close on the Construction Loan shall be considered a material default of this Agreement entitling the HBCRA to its rights and remedies hereunder. The loan documents shall include at a minimum, requirements that (i) the Lender shall, in the manner provided in the loan documents, give notice to the HBCRA of each notice of default given to Developer under the loan documents and (ii) the HBCRA shall have the right, for a reasonable period beyond the cure period that is given to Developer, to remedy or cause to be remedied any default which is the basis of a notice and the lender shall accept performance by the HBCRA or its designee as performance by the Developer. The HBCRA has no obligation to allow any of its property (real or personal) to be mortgaged, assigned, pledged or hypothecated as security for any obligation of Developer in connection with the Project. To the extent required by the Lender making the Construction Loan, the HBCRA shall join in and execute the loan documents, provided such documents are non-recourse to the HBCRA. Similarly, the HBCRA agrees to process for approval by the HBCRA Board any amendments to this Agreement required by the Lender making the Construction Loan; provided, however, such amendments do not result in any financial obligations or recourse to the HBCRA or require a material change to the terms of this Agreement; provided, further, that nothing in this Agreement is intended to limit or restrict the powers and responsibilities of the HBCRA Board in approving such amendments. The Developer acknowledges and agrees such amendments are subject to the approval of the HBCRA Board.

4.4 Conveyance of the Property. Provided that an Event of Default on the part of Developer has not occurred, contemporaneous with the closing of the Construction Loan or written notice from the Developer to the HBCRA that the Project will be financed on an equity basis including the submission of proof of funds and such other documentation evidencing the obligations of the equity investor and financial controls, all in a form and substance acceptable to the HBCRA in all respects, and execution and delivery of the Easement Agreement, the HBCRA shall convey marketable and insurable title to the Property to the Developer. Such conveyance shall be by Special Warranty Deed (the "Deed") and subject to all matters of record including, but not limited to, the mortgage and any other security documents related to the Construction Loan and otherwise on an "AS-IS" "WHERE-IS" basis with no representations or warranties of any kind whatsoever except for title as set forth in the Deed; provided, however, none of the matters of record shall prevent the Property from being used for the Project. The Developer acknowledges and agrees that a covenant is to be recorded in the Public Records simultaneously with the Deed (as defined below) pursuant to which the Developer agrees to accept title to the Property subject

to a Declaration of Restrictive Covenants (the "Declaration") to be recorded with the Deed and prepared by the HBCRA's legal counsel and in a form and substance reasonably acceptable to the HBCRA in all respects that provides for, among other things, (a) the maintenance, repair and replacement of the improvements on the Project so that it remains consistent with the Site Plan for a period of thirty (30) years, subject to any and all modifications to the Site Plan approved by the HBCRA from time to time, (b) the prohibition of operation of the Property for the following uses: (i) a gas station or automobile repair facility, (ii) billiard parlor, night club or other place of recreation or amusement, (iii) any business serving alcoholic beverages except in conjunction with a restaurant operation or rooftop lounge, (iv) adult entertainment, adult bookstore or other store catering to adults only, (v) a smoke shop; provided, however, such does not preclude stores specializing tobacco and electronic smoking devices (such as e-cigarettes) but expressly prohibits so called "head shops", (vi) pawn shop, (vii) any business or facility used in growing, delivering, transferring, supplying, dispensing, dispersing, distributing or selling marijuana, whether by prescription, medical recommendation or otherwise, and whether consisting of live plants, seeds, seedlings or processed or harvested portions of the marijuana plant; or (viii) any combination of the foregoing uses for a period of thirty (30) years, (c) the Developer Community Commitments set forth in Section 4.5 below and (d) the Florida Live Local provisions set forth in Section 20 below. The Declaration shall contain a provision that, in the event of an uncured breach of the terms and conditions of the Declaration, the Developer shall pay to the HBCRA an amount equal to the sum of the amount of the Gap Grant disbursed to the Developer plus the value of the Property in the amount of One Million Four Hundred Twenty Three Thousand Nine Hundred and Five and 00/100 Dollars ($1,423,905.00) as amortized on a straight-line basis over the thirty (30) year period at the time of the uncured breach (the "Clawback"). The HBCRA shall also provide an owner's affidavit as well as other documents reasonably required by the title company to provide Developer with an owner's title insurance policy. Notwithstanding anything to the contrary herein, the Developer, at its sole cost and expense, shall be responsible for platting and subdivision of the Property if required by Governmental Authorities. At any time prior to the conveyance of the Property to the Developer, the Developer may engage in marketing at its cost and expense, as it deems necessary and appropriate.

4.5 Developer Community Commitments. The Developer acknowledges and agrees that integral elements of the Project are certain community commitments consisting of the following three (3) components:

(a) Affordable Housing; Senior Housing. For a period of thirty (30) years following the Project Completion Date, (a) at least fifty percent (50%) of the residential units will shall be rented as affordable housing units to households with income of thirty percent (30%), fifty percent (50%) and sixty percent (60%) or less of the area medium income (AMI) in accordance with the year commencing when a certificate of occupancy is issued for the Project HUD Income Limits and Rent Limits for Broward County, adjusted for family size, and as amended annually (collectively, the "Affordable Housing Units"), and (b) at least five (5) residential units shall be rented as senior citizen affordable housing units to households with income of twenty percent (20%) or less of the area medium income (AMI) in accordance with the year commencing when a certificate of occupancy is issued for the Project HUD Income Limits and Rent Limits for Broward County, adjusted for family size, and as amended annually (collectively, the "Senior Housing Units"). In the event that the HUD Income Limits and Rent Limits for Broward County are no

longer published, a replacement guideline intended to approximate the HUD Income Limits and Rent Limits for Broward County shall be designated by the HBCRA in its reasonable discretion. The amount and mix of the AMI for the Affordable Housing Units (i.e., how many units at 30%, 50% and 60% of AMI) shall be agreed upon the by the Developer and HBCRA prior to the expiration of the Inspection Period and set forth in the Declaration. To ensure proper placement of the Affordable Housing Units and Senior Housing Units, the HBCRA or its designee will vet City residents and other applicants to ensure affordable qualifications throughout the life of the HBCRA. The Declaration shall provide that the Affordable Housing Units and Senior Housing Units are deemed floating within the Project such that the Developer has the flexibility to designate different units within the Project as Affordable Housing Units and Senior Housing Units. When the income of a household occupying an Affordable Housing Unit or Senior Housing Unit rises above the applicable AMI income definition, the Developer shall rent the next available comparable unit to a household that meets the Affordable Housing Unit or Senior Housing Unit AMI income definition noted above. The Declaration shall not be subordinate to any mortgage, lien or security interest of any third party. The execution and recording of the Declaration shall be a condition precedent to the disbursement of the Grant or any portion thereof. The Developer shall provide the HBCRA with a written certification on a form prescribed by the HBCRA every year following Final Completion documenting compliance with the Affordable Housing Units and Senior Housing Units requirements. Such certification shall be signed by an officer of Developer as being true and correct. All leases shall have a minimum one-year term. The foregoing Affordable Housing Units and Senior Housing Units shall be included in the Declaration and are subject to the Clawback.

(b) Job Creation, Retention and Verification. The Developer hereby agrees that preference for all jobs (including construction positions) related to the Project will be given (a) first to qualified residents in the Community Redevelopment Area and (b) second, to qualified residents in the City. The Developer agrees to use commercially reasonable efforts to comply with (a) and (b) from the Effective Date through the sunset of the HBCRA as same may be extended; provided, however, the HBCRA acknowledges and agrees that the job preference requirements following Final Completion shall only apply to the Developer's onsite employees. Developer hereby acknowledges and agrees that the funding by the HBCRA is predicated upon this covenant by the Developer, that the failure of the Developer to use commercially reasonable efforts to comply with this objective will constitute a material default under the terms of this Agreement. Accordingly, if the Developer fails to hire any employees from the Community Redevelopment Area and/or the City and cannot demonstrate in writing to the reasonable satisfaction of the HBCRA that the Developer used commercially reasonable efforts, then, the HBCRA shall be entitled to its rights and remedies set forth in this Agreement. For purposes of this Agreement, (a) a "job" shall mean a full-time job or the equivalent thereof (consisting of at least 30 hours per week of employment and eligibility for all customary benefits generally available for full-time employees of the Developer) with the Developer, and (b) "qualified" means that a person is qualified to perform the applicable job.

Upon commencement of construction and every six (6) months thereafter until the sunset of the HBCRA, the Developer shall submit a written certification to the HBCRA stating that the Developer's baseline job numbers are either in compliance or not in compliance with the requirements of this Section 4.5(b). Such certification shall be signed by an officer of Developer

as being true and correct in all material respects. If at any time the HBCRA reasonably believes that that Developer is in default of the requirements of this Section 4.5(b), upon notice, the HBCRA, or its designee, shall be provided full and complete access to all records of the Developer that would be reasonably necessary to verify the number and types of jobs created, and the wages paid to employees. With respect to all information to be obtained pursuant to this Section, the HBCRA shall, to the extent permitted by law comply with all privacy, employment and other laws applicable thereto. The foregoing Job Creation and Retention obligation shall be included in the Declaration but is not subject to the Clawback.

(c) Retail Leasing. For a period of thirty (30) years following the Project Completion Date, the Developer shall use its commercially reasonable efforts to lease at least one thousand (1,000) square feet of the retail space of the Project to local businesses. Local business shall be defined as a business (i) whose office address on record with the Florida Secretary of State is within the City and (ii) which has been issued a Business Tax Receipt by the City. Every year following Final Completion, the Developer shall submit a written certification to the HBCRA stating its efforts to lease the retail spaces of the Project to local businesses and the amount of square footage actually leased to local businesses. Such certification shall be signed by an officer of Developer as being true and correct. The foregoing Retail Leasing obligation shall be included in the Declaration but is not subject to the Clawback.

(d) Rooftop Bar/Lounge. For a period of thirty (30) years following the Project Completion Date, the Developer shall use its commercially reasonable efforts to ensure that there is Rooftop Bar/Lounge (which may include a restaurant) at the Project accessible to the general public. Prior to the expiration of the Inspection Period, the Developer and the HBCRA shall agree on the parameters of the Rooftop Bar/Lounge including, but not limited to, scope, theme, size and accessibility. The foregoing Rooftop Bar/Lounge obligation shall be included in the Declaration but is not subject to the Clawback.

4.7 Third Party Services. All third party services to be provided to the Project following completion of the Project including telecommunications services (which may include cable, internet, voice data, video and alarm monitoring) shall be arranged for by the Developer as part of the Pre-Development Plan or Development Plan, as applicable, and shall be provided by independent third party service providers and not by the Developer or its affiliates. Any proposed services to be provided by Developer's affiliates shall be subject to the review and approval of HBCRA, such approval not to be unreasonable withheld, delayed or conditioned.

Section 5. Performance of the Work.

5.1 Developer shall commence the Work promptly following the issuance of a Notice to Proceed by the HBCRA to the Developer and satisfaction (or waiver in writing by all of the parties hereto) of the following conditions: (a) approval of the applicable Plans and Specifications by Governmental Authorities, the issuance of all required Development Approvals and the expiration of any and all appeal periods with respect thereto without the filing of any appeals, including, without limitation, issuance by the City of a building permit authorizing the construction of the Work, (b) the Developer has provided proof of Developer Equity acceptable to the HBCRA in all respects, which Developer Equity is sufficient to fund the costs of the Work remaining to be

funded under the Development Budget less the amount of the Developer Financing, (c) the Developer has closed on the Construction Loan and any other Developer Financing other than the Construction Loan, (d) the Development Plan has been approved by the HBCRA (provided Developer has submitted such to the HBCRA as required by this Agreement), (e) the Completion Guaranty has been delivered to the HBCRA, (f) the Construction Contract consistent with the requirements of this Agreement and the Development Plan has been fully executed and (g) the Bonds (as defined in Section 5.2) are in place if required by the Lender. In any case, the Work shall not commence unless and until a written notice to proceed ("Notice to Proceed") has been issued by the HBCRA to the Developer, which Notice to Proceed shall not be issued satisfaction of items 5.1(a) through (g). Following commencement of the Work, Developer shall diligently pursue in good faith the completion of the Work so that Substantial Completion of the Project is achieved no later than the applicable Substantial Completion Date, subject to extension as provided in this Agreement.

5.2 Prior to commencement of the Work or any portion thereof (including any demolition or site work), if there is a Construction Loan and the Lender requires the Bonds, Developer shall obtain and provide to the HBCRA the Bonds (as defined below) and cause its General Contractor to obtain and deliver to the HBCRA, and at all times during the performance of the Work require and obtain performance bonds and labor and material payment bonds reasonably acceptable to the HBCRA (collectively referred to herein as the "Bonds") for the Project, which Bonds shall be dual obligee bonds in favor of Developer and the HBCRA. The Bonds shall in all respects conform to the requirements of the laws of the State of Florida and shall (a) name the Developer and HBCRA as obligees: and (b) be in a form and substance reasonably satisfactory to the HBCRA and its legal counsel. The surety(ies) providing the Bonds must be licensed, duly authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for the Bonds shall be included in the Development Budget. Within ten (10) days of issuance, Developer shall record the Bonds in the Public Records of Broward County, which may be recorded by attaching the same to the notice of commencement.

5.3 Except as may be otherwise expressly set forth in this Agreement, Developer shall be responsible for all costs and expenses for the design, engineering, permitting, construction, administration, and inspection of the Work including, but not limited to, the following: (a) all labor and materials for the construction of the Work; (b) all compensation for the design professionals and engineers (and any other consultants) in connection with the preparation of the site plan, Construction Documents, and other documents; (c) all permit, license, connection and impact fees and other fees of Governmental Authorities which are legally required at any time during the Developer's performance of the Work; (d) all costs associated with the installation, connection, removal, replacement, relocation, protection and undergrounding of all utilities and all related infrastructure including but not limited to water, sewer, stormwater drainage, telephone, cable, or electric, (e) all sales, consumer, use and other similar taxes for the Work, which are legally required at any time during the Developer's performance of the Work; and (f) all royalties and license fees that are legally required at any time during the Developer's performance of the Work. The parties acknowledge and agree that such costs and expenses are to be included in the Development Budget. The Developer shall defend all suits or claims for infringement of any patent rights related to the Work to be performed by Developer hereunder and shall hold HBCRA harmless from any loss, liability or expense on account thereof, including reasonable attorneys'

fees (at both the trial and appellate levels) unless any claim results from an act of the HBCRA or arises in connection with the HBCRA performing its obligations hereunder. HBCRA represents to the Developer that there is adequate water and sewer capacity available to the Property for the Project and that water and sewer connections are available at the Property boundaries.

5.4 The Developer agrees that the Work performed under this Agreement shall be performed in accordance with Applicable Laws including the Florida Building Code.

5.5 The Developer agrees and represents that the direct contracts entered into by General Contractor shall require that (i) the Major Subcontractors, subcontractors, design professionals, engineers and consultants possess the licenses required by Applicable Laws to cause to be performed the Work, and (ii) the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new (not used or reconditioned), except as otherwise expressly provided for in the Construction Documents.

5.6 In addition to any extended manufacturer's warranties provided by the manufacturer, Developer shall cause the General Contractor to warrant the Work for a period of at least one (1) year from the Project Completion Date.

Section 6. Public Records.

6.1 Developer and its subcontractors shall preserve and make available, at reasonable times for examination and audit by HBCRA, 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 Act, 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 six (6) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or six (6) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by HBCRA to be applicable to Developer's and its Subcontractors' records, Developer and its Subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Developer or its Subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for HBCRA's disallowance and recovery of any payment upon such entry. Developer shall, by written contract, require its Subcontractors to agree to the requirements and obligations of this Section 6.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE HBCRA SECRETARY AT (954) 457-1340, BY EMAIL AT CITYCLERKOFFICE@COHB.ORG, OR AT 400 S. FEDERAL HIGHWAY, ATTN: HBCRA SECRETARY, HALLANDALE BEACH, FLORIDA 33009.

Section 7. Developer's Responsibility for Costs.

7.1 The Developer shall be responsible for all costs and expenses of the Project including, but not limited to, the Work but only excluding costs and expenses incurred as a result of a breach by the HBCRA of its obligations under this Agreement.

Section 8. Default; Termination.

8.1 Developer Default. An "Event of Default" or "default" entitling HBCRA to its remedies below shall occur by the Developer on the happening of any of the following events:

(a) Failure to Observe Agreement. The Developer shall fail to observe, satisfy or perform any material term, covenant or agreement contained in this Agreement and such failure shall continue unremedied for thirty (30) days after written notice thereof from the HBCRA to the Developer; provided, however, that if such failure is capable of cure but cannot reasonably be cured within thirty (30) days, such failure shall not constitute an Event of Default so long as the Developer provides HBCRA with written notice within fifteen (15) days of receipt of the HBCRA's default notice advising the HBCRA that the default cannot be reasonably cured within thirty (30) days and specifying the reasons therefore and, within the thirty (30) day period, commences and thereafter is in good faith proceeding diligently and continuously to remedy such failure, but in no event shall any additional time to cure granted hereunder exceed ninety (90) days in the aggregate after Developer 's receipt of the original written default notice; or

(b) Inaccuracy of Representation and Warranties. Any representation or warranty made herein by the Developer shall prove to have been incorrect in any material respect as of the date made; or

(c) Work Stoppage. Construction of the Project and/or the Work shall at any time be discontinued or interrupted for more than sixty (60) consecutive days other than as a result of Force Majeure, government action and/or legal proceedings initiated by a party other than the Developer or HBCRA; or

(d) Failure to Complete by Completion Dates. The failure of the Developer to complete the Project by the Substantial Completion Date or Project Completion Date, as applicable other than as a result of Force Majeure and/or legal proceedings initiated by a party other than the Developer or HBCRA that causes a delay to the Substantial Completion Date or Project Completion Date, or

(e) Abandonment. The Developer abandons the development and construction of the Project and/or the Work or any substantial part thereof for more than thirty (30) consecutive days other than as a result of Force Majeure, government action and/or legal proceedings initiated by a party other than the Developer or HBCRA; or

(f) Material Adverse Change. The occurrence of a material adverse change in the financial condition of the Developer that materially and adversely impairs the Developer's ability to perform or to cause to be performed its obligations under this Agreement and/or the failure of the Developer to provide written notice to the HBCRA of the occurrence of a material adverse change in the financial condition of the Developer, which obligation to provide such written notice is a duty under this Agreement; or

(g) Bankruptcy. The Developer or its members shall make a general assignment for the benefit of creditors; the Developer or its members shall commence any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or them or its or their debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for it or them or for all or any substantial part of its or their property; or any case, proceeding or other action against the Developer or its members shall be commenced seeking to have an order for relief entered against the Developer or its members, as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Developer or its members or their debts under any law relating to insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official for the Developer or its members or for all or any substantial part of their respective properties, and (i) the Developer or its members shall by any act or omission, indicate its consent or approval, of, or acquiescence in such case, proceeding or action, (ii) such case, proceeding or action results, in the entry of an order for relief that is not fully stayed within sixty (60) days after the entry thereof, or (iii) such, case, proceeding or action remains undismissed for a period of ninety (90) days or more or is dismissed or suspended only pursuant to Section 305 of the United States Bankruptcy Code or any corresponding provision of any future United States bankruptcy law; or'

(h) Attachment Garnishment. The issuance of any attachment or garnishment against the Developer and the failure to discharge the same (by bond or otherwise) within thirty (30) days from the issuance thereto and the impact of which shall materially and adversely affect the Developer's ability to perform its obligations hereunder; or

(i) Judgments. One or more judgments, orders or decrees shall be entered against the Developer involving an aggregate liability in excess of Three Hundred Thousand and 00/100 Dollars ($300,000.00), and such judgments, orders, or decrees are not fully covered by effective insurance (less deductibles) or shall not have been vacated, discharged, reduced to below an aggregate of Three Hundred Thousand and 00/100 Dollars ($300,000.00), stayed or bonded pending an appeal within thirty (30) days from the entry of such judgment, order or decree.

(j) Unpermitted Transfer. If the Developer effectuates a Transfer not permitted by this Agreement.

The parties acknowledge and agree that with respect to the Events of Default set forth in subsections (b) through (j) above, Developer is not entitled to any cure period except as may be expressly set forth herein. Upon the occurrence of an Event of Default by the Developer, the HBCRA may terminate this Agreement upon seven (7) days written notice to the Developer and shall thereafter be entitled to all rights and remedies available at law or in equity on account of such Event of Default.

8.2 HBCRA Default. An "Event of Default" or "default" entitling the Developer to its remedies below shall occur if the HBCRA shall fail to observe, satisfy or perform any material term, covenant or agreement contained in this Agreement and such failure shall continue unremedied for sixty (60) days after written notice thereof from the Developer to the HBCRA; provided, however, that if such failure is capable of cure but cannot reasonably be cured within

sixty (60) days, such failure shall not constitute an Event of Default so long as the HBCRA provides the Developer with written notice within thirty (30) days of receipt of the Developer's default notice advising the Developer that the default cannot be reasonably cured within sixty (60) days and specifying the reasons therefore and, within the sixty (60) day period, commences and thereafter is in good faith proceeding diligently and continuously to remedy such failure, but in no event shall any additional time to cure granted hereunder exceed one hundred twenty (120) days in the aggregate after HBCRA's receipt of the original written default notice. Upon the occurrence of an Event of Default by the HBCRA, the Developer may terminate this Agreement upon seven (7) days written notice to the HBCRA and shall thereafter be entitled to all rights and remedies available at law or in equity on account of such Event of Default

8.3 Legal Proceedings; No Consequential or Punitive Damages. Except as expressly limited by this Agreement, either party may proceed to protect or enforce this Agreement by an action or actions at law or in equity or by any appropriate proceedings, including, without limitation, an action for specific performance of any of the other party's obligations hereunder, or, in the aid of the exercise or execution of any right, remedy or power granted herein or by law. Notwithstanding anything in this Agreement to the contrary, neither party shall be entitled to, nor shall either party make a claim for, consequential damages or punitive damages.

8.4 Termination. This Agreement shall terminate upon the occurrence of a termination under Section 8.1 or 8.2 above.

8.5 Effect of Termination. Upon termination of this Agreement under Section 8.1 or 8.2 above, the HBCRA shall be entitled to its rights and remedies as set forth in Section 8.3 above. Additionally, the HBCRA shall have the right, but not the obligation, to require the Property to be conveyed by the Developer back to the HBCRA. In the event that the HBCRA elects to exercise such right, then the Developer shall execute and deliver a Special Warranty Deed conveying the Property to the HBCRA or its designee including payment of all documentary stamp taxes, as soon as practicable but in no event later than the fifteenth (15th) day after such notice is given. Additionally, the HBCRA may require that the Developer, which shall also be accomplished as soon as practicable but in no event later than the fifteenth (15th) day after such notice is given:

(a) Deliver to the HBCRA all materials, equipment, tools and supplies, keys, contracts and documents relating to the Project, and copies of such other accountings, papers, and records as the HBCRA shall request pertaining to the Project;

(b) Assign such existing contracts relating to the development of the Project as the HBCRA shall require;

(c) Vacate any portion of the Project then occupied by the Developer as a consequence of this Agreement; and

(d) Furnish all such information and otherwise cooperate in good faith in order to effectuate an orderly and systematic ending of the Developer's duties and activities hereunder including the delivery to the HBCRA any written reports required hereunder for any period not covered by prior reports at the time of termination. With regard to the originals of all papers and records pertaining to the Project, the possession of which are retained by the Developer after

termination, the Developer shall: (i) reproduce and retain copies of such records as it desires; (ii) deliver the originals to the HBCRA; and (iii) not destroy originals without first offering to deliver the same to the HBCRA.

Notwithstanding anything herein to the contrary, all representations and warranties of Developer shall survive the termination of this Agreement for a period of one (1) year, along with any other obligations of Developer that expressly survive termination or by their nature need to survive termination in order to provide the HBCRA with ability to enforce its rights and remedies hereunder.

Section 9. Indemnification.

9.1 Indemnification by the HBCRA. Subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, as such may be amended, the HBCRA agrees to indemnify and hold the Developer, its managers, members, officers, directors, partners, agents and employees harmless to the fullest extent permitted by law from and against any and all liabilities, losses, interest, damages, costs or expenses (including, without limitation, reasonable attorneys' fees, whether suit is instituted or not, and if instituted, whether incurred at any trial or appellate level or post judgment) threatened or assessed against, levied upon, or collected from, the Developer, arising out of, from, or in any way arising from the negligence, gross negligence, fraud, and/or breach of trust of the HBCRA or from a failure of the HBCRA to perform its obligations under this Agreement. Notwithstanding the foregoing, the HBCRA shall not be required to indemnify the Developer with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence, gross negligence and/or willful misconduct of Developer.

9.2 Indemnification by the Developer. The Developer agrees to indemnify and hold the HBCRA, its board members, and employees harmless to the fullest extent permitted by law from all liabilities, losses, interest, damages, costs or expenses (including without limitation, reasonable attorneys' fees, whether suit is instituted or not and if instituted, whether incurred at any trial, appellate or post judgment level), threatened or assessed against, levied upon, or collected from, the HBCRA arising out of, from, or in any way connected with or arising from the negligence, gross negligence, fraud, and/or breach of trust of the Developer or from a failure of the Developer to perform its obligations under this Agreement. Notwithstanding the foregoing, the Developer shall not be required to indemnify the HBCRA with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence, gross negligence and/or willful misconduct of the HBCRA. To the extent this indemnification clause or any other indemnification clause in this Agreement is subject to the provisions of Chapter 725, Florida Statutes, and such does not comply with Chapter 725, Florida Statutes, as such may be amended, such provision shall hereby be interpreted as the parties' intention for the indemnification clauses and to comply with Chapter 725, Florida Statutes, as such may be amended.

9.3 Notice of Indemnification. A party's duty to indemnify pursuant to the provision of this Section 9 shall be conditioned upon the giving of notice by such party of any suit or proceeding and upon the indemnifying party being permitted to assume in conjunction with the indemnitor the defense of any such action, suit or proceeding in accordance with Section 9.4 hereof.

9.4 Third Party Claim Procedure. If a third party (including, without limitation, a governmental organization) asserts a claim against a party to this Agreement and indemnification in respect of such claim is sought under the provisions of this Section 9 by such party against another party to this Agreement, the party seeking indemnification hereunder (the "Indemnified Party") shall promptly (but in no event later than ten (10) Business Days prior to the time in which an answer or other responsive pleading or notice with respect to the claim is required) give written notice to the party against whom indemnification is sought (the "Indemnifying Party") of such claim. The Indemnifying Party shall have the right at its election to take over the defense or settlement of such claim by giving prompt written notice to the Indemnified Party at least five (5) Business Days prior to the time when an answer or other responsive pleading or notice with respect thereto is required. If the Indemnifying Party makes such election, it may conduct the defense of such claim through counsel or representative of its choosing (subject to the Indemnified Party's approval of such counsel or representative, which approval shall not be unreasonably withheld), shall be responsible for the expenses of such defense, and shall be bound by the results of its defense or settlement of claim to the extent it produces damage or loss to the Indemnified Party. The Indemnifying Party shall not settle any such claim without prior notice to and consultation with the Indemnified Party, and no such settlement involving any equitable relief or which might have a material and adverse effect on the Indemnified Party may be agreed to without its written consent. So long as the Indemnifying Party is diligently contesting any such claim in good faith, the Indemnified Party may pay or settle such claim only at its own expense. If the Indemnifying Party does not make such election, or having made such election does not proceed diligently to defend such claim, or does not make the financial arrangements described in the immediately preceding sentence, then the Indemnified Party may, upon three (3) Business Days' written notice (or shorter notice if a pleading must be filed prior thereto) and at the expense of the Indemnifying Party, take over the defense of and proceed to handle such claim in its exclusive discretion and the Indemnifying Party shall be bound by any defense or settlement that the Indemnified Party may make in good faith with respect to such claim. The parties agree to cooperate in defending such third party claims and the defending party shall have access to records, information and personnel in control of the other party or parties which are pertinent to the defense thereof.

9.5 Survival. The provisions of this Article 9 shall survive the expiration or earlier termination of this Agreement for the applicable Statute of Limitations with respect to the applicable claim.

Section 10. Insurance.

10.1 Developer's Insurance. Developer shall provide the following insurance coverages at all times during the Term and furnish a certificate of insurance to HBCRA evidencing:

(a) Worker's Compensation insurance coverage in accordance with Florida statutory requirements.

(b) Employers' Liability insurance coverage with limits of $500,000 for bodily injury by accident per accident/$500,000 for bodily injury by disease per employee/$500,000 for bodily injury by disease policy limit.

(c) Commercial general liability insurance coverage with limits of no less than $1,000,000 per occurrence and $2,000,000 in the aggregate, which policy shall include coverage of the contractual liabilities contained in this Agreement.

(d) If the Developer has owns or leases any vehicles, Business Auto Liability including hired and non-owned auto coverage with minimum limits of $1,000,000 combined single limit.

(e) Builder's risk insurance (including flood insurance) during any period of construction of improvements upon the Property insuring such improvements against all casualties on a progressively insured basis for not less than 100% of the replacement cost.

The certificate shall provide that HBCRA will be given at least thirty (30) days prior written notice of cancellation of the policy. The cost of the Developer's insurance shall be included in the Development Budget as a Project expense.

10.2 General Contractor's and Subcontractor's Insurance. The Developer shall cause (a) its General Contractor to maintain and (b) the Construction Contract shall require that all Major Subcontractors and other subcontractors brought onto the Property have insurance coverage in the following minimum amounts:

(a) Worker's Compensation insurance coverage in accordance with Florida statutory requirements.

(b) Employers' Liability insurance coverage with limits of $500,000 for bodily injury by accident per accident/$500,000 for bodily injury by disease per employee/$500,000 for bodily injury by disease policy limit.

(c) Commercial general liability insurance coverage with limits of no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

(d) Business Auto Liability including hired and non-owned auto coverage with minimum limits of $1,000,000 combined single limit.

(e) Professional Liability Insurance with minimum limits of Two Million Dollars ($2,000,000) per occurrence with respect to Developer's architects and design consultants.

(f) Umbrella/excess liability insurance coverage, with limits of no less than $5,000,000 per occurrence and $5,000,000 in the aggregate (General Contractor only).

This insurance will be primary and noncontributory with respect to insurance outlined in Section 10.1. Developer shall ensure that Developer and HBCRA are named as additional insureds on the independent contractor's Commercial General Liability and umbrella/excess insurance policies. Developer shall require the independent contractor and its insurers to waive all rights of subrogation with respect to the HBCRA and the Developer.

10.3 Certificates of Insurance. Developer shall obtain and keep on file Certificates of Insurance for any independent contractors performing services on the HBCRA's premises, Developer must obtain the HBCRA's permission to waive any of the above requirements. Higher amounts may be required if the work to be performed is sufficiently hazardous.

10.4 Waiver of Subrogation Rights. HBCRA and Developer, for themselves and anyone claiming through them, hereby waive all rights of their insurers to subrogation against the other to the extent permitted by law. To the extent commercially available at reasonable rates, the HBCRA and Developer agree that their policies will include such a waiver or an endorsement to that effect. This mutual waiver of subrogation shall apply regardless of the cause or origin of the loss or damage, including negligence of the parties hereto, their respective agents and employees except that it shall not apply to willful conduct.

Section 11. Representations and Warranties.

11.1 Developer. The Developer represents and warrants to the HBCRA as follows:

(a) That (i) it and its members are duly organized, validly existing and in good standing under the laws of Florida; (ii) the execution, delivery and performance of this Agreement and the consummation of the transactions provided for in this Agreement have been duly authorized and upon execution and delivery by the Developer will constitute the valid and binding agreement of the Developer enforceable in accordance with its terms; and (iii) the execution and delivery of this Agreement and the performance by the Developer hereunder, will not conflict with, or breach or result in a default under, any agreement to which it is bound.

(b) That there are no pending, threatened, judicial, governmental or administrative proceedings, consent decrees or judgments against Developer which would materially and adversely affect Developer's ability to perform its obligations hereunder.

(c) That the Developer is adequately capitalized or shall be adequately capitalized prior to the conveyance of the Property from the HBCRA to the Developer with sufficient financial resources to commence and complete the Project as evidenced by the Developer Equity, subject to the closing of the Construction Loan.

11.2 HBCRA. The HBCRA represents and warrants to the Developer as follows:

(a) That it is a public body corporate and politic of the State of Florida duly organized under the laws of the State of Florida, (ii) the execution, delivery and performance of transactions provided for this Agreement have been duly authorized and upon execution and delivery by the HBCRA will constitute the valid and binding agreement of the HBCRA enforceable in accordance with its terms; and (iii) the execution and delivery of this Agreement and the performance by the HBCRA hereunder, will not conflict with, or breach or result in a default under any agreement to which it is bound.

(b) That there are no pending, threatened, judicial, governmental, or administrative proceedings, consent decrees or judgments against the Property and/or HBCRA which would materially and adversely affect the HBCRA's ability to perform its obligations hereunder.

(c) HBCRA has the requisite authority to convey the Property as required in this Agreement and with marketable title, and no further approvals or consents from third parties are required for same.

(d) The Property has access to public roads and, to the knowledge of the HBCRA without due diligence or inquiry, utilities required for the Developer's intended development. There are no known governmental restrictions preventing the Developer from obtaining necessary utility connections.

(e) There are no leases, licenses, or third-party rights affecting the Property except those disclosed to and agreed upon by the Developer or recorded against the Property. HBCRA has not entered into any other agreements to sell, transfer, or encumber the Property.

11.3 Survival. The representations and warranties set forth in this Article 11 shall survive the expiration or earlier termination of this Agreement.

Section 12. Restrictions on Transfer prior to Project Completion Date; Share of Net Revenues of Transfer.

12.1 Restrictions on Transfer Prior to Project Completion Date. Developer represents and agrees for itself and its successors and assigns (except as so authorized by the provisions of this Agreement) that it shall not, prior to Project Completion Date transfer Developer's interest in the Property or any portion thereof and/or this Agreement, or suffer to be made or created, any total or partial assignment, sale, transfer, or encumbrance of this Agreement (excluding a collateral assignment of this Agreement in connection with any financing for the Project) (hereinafter, collectively known as "Transfer") in any other mode or form or with respect to this Agreement without first obtaining the prior written approval of the HBCRA, which approval the HBCRA may withhold in its sole and absolute discretion. The HBCRA, in its determination of whether to approve a Transfer, shall be entitled to require, as conditions to granting any such prior approval, that:

(a) Any proposed successor to the Developer shall have the business experience and reputation, development track record and sufficient financial capacity to carry out the obligations under this Agreement, as determined, in the sole discretion of the HBCRA. If proposed successor developer is an entity, proof of existence and good standing from the state of origination as well as Florida shall be required.

(b) Any proposed successor to the Developer, by instrument in writing satisfactory to the HBCRA, in its sole discretion, and in recordable form, shall, for itself and its successors and assigns expressly assume all of the obligations of the successor Developer under this Agreement with respect to the interest assigned and shall agree to abide by and be subject to all of the terms, conditions, obligations, reservations and restrictions to which the transferor Developer is subject. As part of the Transfer, the Developer and proposed successor thereto shall deliver an assignment and assumption agreement ("Assignment Agreement") in a form and substance satisfactory to the HBCRA and its legal counsel which shall contain an indemnification and hold harmless provision by the Developer in favor of the HBCRA and the successor to the

Developer for any liabilities and obligations as the Developer under this Agreement prior to the date of the Assignment Agreement.

(c) There shall be submitted to the HBCRA for review all instruments and other legal documents reasonably necessary to review compliance with this Section 12. A copy of the instruments and other legal documents, including the Assignment Agreement, shall be provided the HBCRA for review and approval at least thirty (30) days prior to being executed by Developer and the proposed successor to Developer. The HBCRA agrees to diligently proceed with and complete its review and approval as soon as possible, but in no event sooner than thirty (30) days after receipt of such instruments and documents.

(d) In connection with any proposed Transfer, the Developer shall pay the HBCRA the actual costs of time and materials incurred by the HBCRA in conjunction with the HBCRA review and prior written approval of any Assignment Agreement under this Agreement, including instruments and other legal documents which costs shall not exceed Five Thousand and 00/100 Dollars ($5,000) which amount shall be paid in advance with a reconciliation to be made after review and approval of any Assignment Agreement (the "Transfer Review Fee"). The payment of the Transfer Review Fee by the Developer shall be a prerequisite to the HBCRA obligation to review any proposed Transfer and Assignment Agreement.

(e) As to any Transfer approved prior to the Project Completion Date, Developer shall not be released from its liabilities and obligations as the Developer under this Agreement until the completion of the Project. Developer and its shareholders, officer and directors shall have the right to make Transfers between and among their affiliates, however, no Transfer may effect a change in the Developer's shareholders, officers and directors as provided in this Section 12.1, but the positions of the officers hold may change from time to time.

(f) Notwithstanding the foregoing, Developer shall be permitted to cause direct or indirect transfers of membership interests in the Developer or Developer's members in connection with securing tax credit investments or similar capital transactions as contemplated by the Developer's financing plan.

12.2 Share of Gross Revenue of Transfer. In the event of a Transfer either prior to the Project Completion Date and for a period of fifteen (15) years following the Project Completion Date, the Developer shall pay the HBCRA an amount equal to one and one half percent (1.5%) of the Gross Revenue of the Transfer less the Transfer Review Fee paid under Section 12.1(d) above (the "Share of Gross Revenue"); provided, however, the Transfer Review Fee shall not be deducted if such would result in the HBCRA receiving less than One Hundred Thousand and 00/100 Dollars ($100,000); provided further, that if the Share of Gross Revenue is more than One Hundred Thousand and 00/100 Dollars ($100,000). "Gross Revenue" shall consist of the consideration being paid for the Transfer, whether cash, equity or other form of consideration. The Share of Gross Revenue shall be paid to the HBCRA via wire transfer at the closing of the Transfer. The Developer shall provide the HBCRA with documentation evidencing the Gross Revenue including, but not limited to, a copy of the purchase and sale agreement and closing statement. The foregoing shall be included in the Declaration. This Section applies only to the Developer and not to any successor to the Developer that is a bona fide purchaser for value. With respect to any partial Transfers, this Section will remain in effect with respect to the remainder of the Project.

12.3 Share of Cash Out Upon Refinancing. In the event of a refinance of the Project which results in cash out to the Developer, either prior to the Project Completion Date and for a period of fifteen (15) years following the Project Completion Date, the Developer shall pay the HBCRA a one-time fee, in an amount equal to one and one half percent (1.5%) of the Cash Out Upon Refinancing of any financing other than the Construction Loan (the "Share of Cash Out Upon Refinancing"). "Cash Out Upon Refinancing" shall consist of the cash being paid to the Developer upon such one-time refinancing as evidenced on the loan closing statement. The Share of Cash Out Upon Refinancing shall be paid to the HBCRA via wire transfer at the closing of the loan. The Developer shall provide the HBCRA with documentation evidencing the Cash Out Upon Refinancing including, but not limited to, a copy of the loan commitment letter, loan documents and loan closing statement. The foregoing shall be included in the Declaration, and same shall expressly provide HBCRA's entitlement to same is on a one time basis and is not evergreen for the fifteen (15) year period. This Section applies only to the Developer and not to any successor to the Developer that is a bona fide purchaser for value.

Section 13. Ownership and Control of Developer.

Developer represents and warrants that:

(a) As of the Effective Date, Irving Weisselberger and Jason Morjain own and control the majority of the membership interest of the Developer.

(b) As of the Effective Date, Irving Weisselberger and Jason Morjain are the managers of the Developer.

Unless otherwise approved in writing by the HBCRA in each instance, the members and managers and officers, if any, of the Developer shall remain the same through the Project Completion Date and shall not be changed, removed or substituted before the Project Completion Date. The HBCRA agrees not to unreasonably withhold its approval to any substitute, provided the qualifications of the substitute are at least equal to or better than those of the team member being substituted.

Section 14. Inspections.

14.1 Upon no less than one (1) business day prior notice (which for purposes hereof may include oral and/or telephone notice) the HBCRA shall have reasonable access to the Work for inspection thereof provided that HBCRA's inspections do not interfere with the Work, but HBCRA shall not be obligated to conduct any such inspection. The Developer shall provide proper and safe facilities for such access and inspection by the HBCRA. If any of the Work is required to be inspected or approved by any public authority, the Developer shall cause such inspection or approval to be performed.

14.2 No inspection performed or failed to be performed by HBCRA shall be a waiver of any of the Developer's obligations or be construed as an approval or acceptance by HBCRA of the Work or any part thereof.

Section 15. No Liens.

15.1 The Developer shall not voluntarily permit any laborer's, materialmen's, mechanic's, or other similar lien to be filed or otherwise imposed on any part of the Work or the Property on which the Work is performed. If any laborer's, materialmen's, mechanic's, or other similar lien or claim thereof is filed, then, within twenty (20) days of same, the Developer shall cause such lien to be released and discharged forthwith, or file a bond in lieu thereof. The Developer hereby indemnifies and holds harmless HBCRA from all claims, losses, demands, causes of action, expenses including attorneys' fees, or suits of whatever nature arising out of any such lien.

Section 16. Miscellaneous.

16.1 Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered, delivered by overnight courier by a nationally recognized courier, delivered by facsimile or mailed by registered or certified mail (postage prepaid), return receipt requested, emailed or other electronic means provided that a follow-up hard copy is delivered by one of the preceding methods, addressed to:

(a) If to the HBCRA:

Hallandale Beach Community Redevelopment Agency
400 S. Federal Highway
Hallandale Beach. Florida 33009
Attn: Jeremy Earle, Executive Director
Telephone No. (954) 457-1300
Facsimile No. (954) 457-1454
Email: jearle@hallandalebeachfl.gov

With a copy (which shall not constitute notice) to:

Taylor English Duma LLP
2 S. Biscayne Boulevard, Suite 2500
Miami, Florida 33131
Attn: Steven W. Zelkowitz, Esq.
Telephone No. (305) 301-5533
Facsimile No. (770) 434-7376
Email: szelkowitz@taylorenglish.com

(b) If to the Developer:

Dragonfly Investments LLC
19790 West Dixie Highway, PH 1
Aventura, Florida 33180
Attn: Irving Weisselberger, Manager
Telephone No. (305) 319-0662

Email: irving@dragonflyri.com

With a copy (which shall not constitute notice) to:

Haber Law LLP
251 N.W. 23rd Street
Miami, Florida 33137
Attn: David Podein
Telephone No. (305) 379-2400
Facsimile No. (305) 379-1106
Email: dpodein@haber.law

Each such notice shall be deemed delivered (a) on the date faxed with confirmation of receipt, (b) next business day after deposited with an overnight courier, (c) the date of delivery if delivered by hand, and (d) on the date upon which the return receipt is signed or delivery is refused, as the case may be, if mailed. For purposes of this Agreement, copies of notices shall not constitute notice and may be delivered by means other than as required herein.

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

16.3 Assignment. The Developer may not assign this Agreement or any of its rights and obligations hereunder, in whole or in part, without the prior written consent of the HBCRA (which may be withheld in the HBCRA's sole discretion). The HBCRA shall not assign its respective rights and/or obligations under this Agreement.

16.4 Project Representatives. The HBCRA hereby appoints the HBCRA Executive Director to serve as its representative. The HBCRA Executive Director shall have the right and authority to provide all consents and approvals, and take other actions, required hereunder on behalf of the HBCRA including executing any Change Orders; provided, however, (i) the HBCRA Executive Director shall obtain the consent of the HBCRA Board of Directors to the extent required by Applicable Laws, and (ii) the HBCRA Executive Director may, in the HBCRA Executive Director's discretion, submit any matter to the HBCRA Board for their review and approval. The Developer hereby appoints Irving Weisselberger to serve as its representative. The Developer's representative shall have the right and authority to provide all consents and approvals, and take other actions, required hereunder on behalf of the Developer including executing any Change Orders. The parties may change their respective designated representative at any time by providing written notice thereof to the other party; provided, however, that, with respect to the Developer, any change of the designated representative must be accompanied by a duly certified company resolution from the Developer authorizing the change in representative signed by the shareholders or directors in accordance with the shareholder agreement, and such change in Developer representative shall not be effective unless and until such certified company resolution is received by the HBCRA.

16.5 No Permit. This Agreement is not and shall not be construed as a development agreement under Chapter 163, Florida Statutes, nor a development permit, development approval or authorization to commence development.

16.6 Governing Law. The nature, validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

16.7 Captions. Captions are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

16.8 Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the parties hereto related to the development and construction of the Project and no modification hereof shall be effective unless made by a supplemental agreement in writing executed by all of the parties hereto.

16.9 No Joint Venture. The Developer shall not be deemed to be a partner or a joint venturer with the HBCRA, and the Developer shall not have any obligation or liability, in tort or in contract, with respect to the Property, either by virtue of this Agreement or otherwise, except as may be set forth to the contrary herein.

16.10 Severability. If any provision of this Agreement, or the application of such provision to any person or circumstances, shall be held invalid, the remainder of the Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

16.11 Successors. Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

16.12 Pronouns. Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter.

16.13 Attorneys' Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

16.14 Further Assurances. The parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement; and, in that regard, the parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of the City's police power or actions of the City when acting in a quasi-judicial capacity.

16.15 Equitable Remedies. In the event of a breach or threatened breach of this Agreement by any party, the remedy at law in favor of the other party will be inadequate and such other party, in addition to any and all other rights which may be available, shall accordingly have the right of specific performance in the event of any breach, or injunction in the event of any threatened breach of this Agreement by any party.

16.16 Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean the inability of either party to commence or complete its obligations hereunder by the dates herein required resulting from delays caused by strikes, picketing, acts of God, tropical storms, hurricanes, tornados, war, governmental action or inaction, acts of terrorism, emergencies, Unforeseen Circumstances (as defined in Section 7.2) or other causes beyond either party's reasonable control which shall have been timely communicated to the other party. Events of Force Majeure shall extend the period for the performance of the obligations for the period equal to the period(s) of any such delay(s).

16.17 Third Party Rights. The provisions of this Agreement are for the exclusive benefit of the parties to this Agreement and no other party (including without limitation, any creditor of the HBCRA or the Developer) shall have any right or claim against the HBCRA or the Developer by reason of those provisions or be entitled to enforce any of those provisions against the HBCRA or the Developer.

16.18 Survival. All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

16.19 Remedies Cumulative; No Waiver. The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non-defaulting party by law.

16.20 No Waiver. One or more waivers of the breach of any provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same or any other provision, nor shall any delay or omission by a non-defaulting party to seek a remedy for any breach of this Agreement or to exercise the rights accruing to a non-defaulting party of its remedies and rights with respect to such breach.

16.21 Signage. Subject to the reasonable approval of the HBCRA and in accordance with Applicable Laws, upon execution of this Agreement by both parties, the Developer shall have the right to place one or more appropriate signs upon the Property. Additionally, the HBCRA shall have the right to place its own signage on the Property indicating the HBCRA is a sponsor of the Project.

16.22 Construction. This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Agreement to be drafted.

16.23 JURISDICTION; VENUE; AND WAIVER OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY (A) AGREES THAT ANY

SUIT, ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE FEDERAL OR STATE COURT SITUATED IN BROWARD COUNTY, FLORIDA; (B) CONSENTS TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING; (C) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS; AND (D) AGREES THAT SERVICE OF ANY COURT PAPER MAY BE EFFECTED ON SUCH PARTY BY MAIL, AS PROVIDED IN SECTION 13.1 HEREOF, OR IN SUCH OTHER MANNER AS MAY BE PROVIDED UNDER APPLICABLE LAWS OR COURT RULES. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.

Section 17. Safety and Protection.

17.1 Developer shall be responsible for initiating, maintaining and supervising commercially reasonable safety precautions and programs in connection with the Work taking into consideration the effect on the Development Budget. Developer shall take all necessary precautions required by Applicable Laws and that certain Developer's General Contractor's Safety Manual (the "Developer's Safety Manual"), if any, for the safety of, and shall take commercially reasonable precautions, taking into consideration the effect on the Development Budget, to prevent damage, injury or loss to:

(a) all persons on Property or who may be affected by the construction;

(b) all Work and materials and equipment to be incorporated in the Project, whether in storage on or off the Property; and

(c) other property at the Property or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadway, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

17.2 Developer shall comply with Applicable Laws of Governmental Authorities and the Developer's Safety Manual having jurisdiction for safety or persons or property to protect them from damage, injury or loss; and shall erect and maintain commercially reasonable safeguards for such safety and protection, taking into consideration the effect on the Development Budget. Developer shall notify owners of adjacent property regarding the commencement of the Work (and other matters as reasonably determined by Developer), and of underground facilities and utility owners as required by Applicable Laws and the Developer's Safety Manual. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the negligent acts of Developer, any contractor, subcontractor, materialman, supplier, vendor, or any other individual or entity directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Developer. Developer's duties and responsibilities for safety and for protection of the construction shall continue until Final Completion.

17.3 The Developer shall protect and prevent damage to all phases of the Work, and any existing facilities or improvements, including but not limited to the protection thereof from damage by the elements, theft, or vandalism. During the course of the Work, the Developer shall remain responsible for the risk of loss of the Work and shall promptly remedy, repair and replace all damage and loss (other than damage or loss insured under required insurance) to the Work caused in whole or in part by the Developer, the General Contractor, a contractor, subcontractor, or anyone directly or indirectly employed or controlled by any of them, or by anyone for whose acts they may be liable and for which the Developer is responsible.

17.4 In connection with the approval of the Construction Contract, the parties may mutually agree to cause the General Contractor to designate a qualified and experienced safety representative at the Property whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

17.5 Developer shall cause its General Contractor to be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Applicable Laws and the Developer's Safety Manual.

17.6 In emergencies affecting the safety or protection of persons or the construction or property at the Property Site or adjacent thereto, Developer, without special instruction or authorization from the HBCRA, is obligated to act to prevent threatened damage, injury or loss. Developer shall give HBCRA prompt written notice of any significant changes in the construction or variation from the Construction Documents have been caused thereby.

17.7 In the event of any conflict between the requirements of Applicable Laws and the Developer's Safety Manual, the more restrictive requirements shall control.

18. Use of Property and Other Areas.

18.1 Developer shall confine construction equipment, the storage of materials and equipment and the operations of construction workers to the Property and other land and area permitted by Applicable Laws and regulations, rights-of-way, permits and easements, and shall not unreasonably encumber any such land or areas with construction equipment or other materials or equipment.

18.2 During the performance of the Work, Developer shall keep the Property free from accumulations of waste materials, rubbish, dust and other debris resulting from the construction. Upon Final Completion of the Work, Developer shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, temporary construction and machinery and surplus materials. Developer shall leave the Property clean and ready for occupancy by the buyers at Substantial Completion except as necessary to achieve Final Completion.

18.3 Regardless of whether such is permitted by Applicable Laws, the Developer shall not allow, or seek to allow, Work to occur outside of the City's designated hours for construction without the prior written consent of the HBCRA in each instance.

18.4 Developer shall require the General Contractor to (a) submit a mobilization plan prior to commencement of any Work, (b) identify any offsite storage or holding areas for materials, supplies and/or equipment, (c) providing a parking plan for General Contractor's employees as well as all subcontractors and their employees, and (d) provide a traffic management plan for all Work including site deliveries.

19. HBCRA's Representative. The parties acknowledge and agree that the HBCRA may engage in one or more consultants to assist the HBCRA in the administration of this Agreement and the Project. Any such consultants shall act as an "owner's representative" and shall not have authority to bind the HBCRA but shall have the authority to direct the Developer. Developer agrees to reasonably cooperate with any such consultants engaged by the HBCRA.

20. Florida Live Local Act. Notwithstanding anything to the contrary set forth in this Agreement, from the Effective Date and for a period of thirty (30) years following the Project Completion Date, if the Developer utilizes any provisions of the Florida Live Local Act, as such may be amended from time to time, or any other law, statute, ordinance, rule, decree or other governmental regulation, and such reduces or eliminates the obligation of the Developer to pay real estate taxes for the Property, except as provided below, (a) this Agreement shall immediately terminate and become null and void by operation of law without any further action or notice by either party, and (b) the HBCRA shall have no further obligations under this Agreement including, but not limited to, the disbursement of Gap Grant proceeds. Notwithstanding the foregoing, the provisions of this Section 20 shall not apply to the Developer utilizing any provisions of the Florida Live Local Act, as such may be amended from time to time, or any other law, statute, ordinance, rule, decree or other governmental regulation for purposes of expediting the development review process for the Project. The Developer acknowledges and agrees that (x) this provision is a material inducement for the HBCRA to enter into this Agreement as the creation of real estate property tax revenues by the Project is a material inducement for the HBCRA to provide the HBCRA Contribution and (y) waives any claim that this provision is unenforceable. The foregoing Florida Live Local provisions shall be included in the Declaration and are subject to the Clawback.

[REST OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their duly authorized officer where applicable and sealed as of the date first above written.

DEVELOPER:

DRAGONFLY INVESTMENTS, LLC
a Florida limited liability company

By:_____
Irving Weisselberger
Manager

By:_____
Jason J. Morjain
Manager

HBCRA:

HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY,
a public body corporate and politic

By:_____
Jeremy Earle
Executive Director

Attest:

By:_____
Jenorgen M. Guillen
HBCRA Secretary

Approved as to form and legal sufficiency:

By:_____
Taylor English Duma LLP
HBCRA Attorney

EXHIBIT "A"

Legal Description of the Property

PROPERTY ADDRESS:

411 N DIXIE HIGHWAY, HALLANDALE BEACH, FL. 33009

LEGAL DESCRIPTION:

PARCEL 1:

LOTS 7, 9 AND 11 IN BLOCK "A" OF GEO M. PHIPPEN'S SUBDIVISION OF LOT 13, IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 51 SOUTH, RANGE 42 EAST, AS PER PLAT RECORDED IN PLAT BOOK "B", PAGE 58 OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, LESS THE NORTH 20 FEET OF LOT 11, BLOCK "A" OF GEO M. PHIPPEN'S SUBDIVISION OF PART OF BLOCKS 16 AND 4, VALENTINE'S SURVEY OF HALLANDALE, FLORIDA, ACCORDING TO PLAT THEREOF, RECORDED IN PLAT BOOK "B", PAGE 145 OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 2:

LOT 10 LESS THE EAST 20 FEET FOR STREET RIGHT-OF-WAY OF BLOCK "A" OF GEO M. PHIPPEN'S SUBDIVISION OF PART OF BLOCKS NO. 16 AND 4, VALENTINES SURVEY OF HALLANDALE, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 145 OF THE PUBLIC RECORDS OF MIAMI. DADE COUNTY, FLORIDA. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 3:

LOT 12, LESS THE EAST 20.0 FEET FOR STREET RIGHT-OF-WAY AND LESS THE NORTH 10 FEET FOR ROAD, BLOCK A OF GEO M. PHIPPEN'S SUBDIVISION OF LOT 13 IN THE SOUTHWEST ONE QUARTER OF SECTION 22, TOWNSHIP 51 SOUTH, RANGE 42 EAST, AS PER PLAT RECORDED IN PLAT BOOK "B", PAGE 145 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 4:

LOT 8, LESS THE EAST 20 FEET FOR STREET RIGHT-OF-WAY, BLOCK A, OF GEO M. PHIPPEN'S SUBDIVISION OF PART OF BLOCKS NO'S 16 & 14 OF VALENTINE'S SURVEY OF HALLANDALE, FLORIDA 1896, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, PAGE 145 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS SITUATE LYING AND BEING IN BROWARD COUNTY, FLORIDA.

EXHIBIT "D"

Development Approvals

Development Approval Estimated Cost

Project Name:		**The Gem of Hallandale**
Number of Units:		**171**
Cost/Unit	$	50.00
Sq Ft(1000s)		12
Cost/1000 Sq Ft	$	100.00
Major Development (Section 32-792)		
Flat Fee	$	8,000.00
Residential	$	8,550.00
Nonresidential	$	1,200.00
DRC - Development Review Committee		
Central RAC (Large/Major Development)	$	6,000.00
Planning & Zoning Administrative Reviews		
Pre-Submittal Review of Plan	$	200.00
Concurrency Evaluation		
Multi-Family	$	2,000.00
Nonresidential	$	2,000.00
Legal Advertisement Fee		
Major Development	$	600.00
Total Development Approval cost	**$**	**28,550.00**

EXHIBIT "E"

Financing Plan

Executive Summary - Compliance with Section 3.8

Dragonfly Investments will capitalize the Gem of Hallandale through a conventional 4% Low-Income Housing Tax Credit ("LIHTC") capital stack. The plan layers (i) Broward County GAP soft debt, (ii) tax-exempt Multifamily Mortgage Revenue Bonds ("MMRBs") issued through the Broward County Housing Finance Authority, which make the project eligible for non-competitive 4% LIHTCs administered by the Florida Housing Finance Corporation ("FHFC"), (iii) tax-credit equity raised from a syndicator/investor, and (iv) Developer cash equity. This structure is widely accepted by public agencies across Florida, meets HBCRA's affordability objectives, and provides clear, auditable proof of funds and commitments at each milestone.

Sources & Uses Overview

Source	Estimated Amount	Percentage of Total	Start to Finish (2026)
Developer Equity	$4,560,400	6.34%	On-going
HBCRA Grant	$6,250,000	8.69%	Approved via RFP
Broward County GAP Loan (soft debt)	$6,490,000	9.02%	Jan 15, 2026 to May 15, 2026
Broward County MMRB Construction–Perm Loan	$35,974,585	50.00%	March 1, 2026 to July 15, 2026
4 % LIHTC Equity (priced at $ .88/ credit) – Includes FHFC application	$18,674,185	25.95%	July 15, 2026 to Oct 31, 2026
Total	**$71,949,169**	**100 %**	

Step-by-Step Funding Roadmap

Step	Target Date	Action & Deliverables
1. Developer Equity Verification	Immediately	Developer started funding the project: architects, reports and staff
2. Broward County GAP Application & Award	Jan–May 2026	Submit RFA; present project; receive award & term-sheet
3. Bond Inducement & TEFRA	Mar–Jul 2026	Secure HFA Inducement Resolution & TEFRA approval

Step	Target Date	Action & Deliverables
4. FHFC 4 % LIHTC Carry-over Application	Jul–Sep 2026	File non-competitive application; obtain Carry-Over Certificate
5. Tax-Credit Equity LOI	Sep–Oct 2026	Negotiate and sign investor LOI (pricing & bridge terms)
6. Lock GMP & Finalize Sources	Nov–Dec 2026	Execute GMP, lock bond rate, size deferred fee, finalize all commitments
7. Bond & GAP Closing / Construction Start	Q1 2027	Close bonds & GAP loan; admit investor; record LURA
8. Cost Certification & 8609s	Stabilization + 180 days	CPA cost-cert; submit to FHFC; investor funds final equity tranche
9. Permanent Conversion & HBCRA Close-Out	Stabilization + 24 months	Convert bonds to permanent; deliver DSCR tests & close-out report

Source Descriptions & Links

- **Broward County GAP Loan:** Soft, subordinate funding from the County's Affordable Housing Trust Fund that fills financing gaps for projects committing ≥ 80 % AMI or below units. Click the following link to view the application. (2025 Broward County GAP Link)
- **Broward County Tax-Exempt Bonds (MMRB):** Below-market construction–permanent loans issued by the Housing Finance Authority of Broward County under its Multifamily Mortgage Revenue Bond program. (broward.org)
- **4 % LIHTC Equity:** Federal housing credits allocated non-competitively by FHFC for bond-financed developments; equity is syndicated to investors in exchange for cash. The following link is for a FHFC Non-Competitive HC. (floridahousing.org)

Financial Commitments obtained Fiscal Year 2025

GREYSTONE

	Fannie Mae	Freddie Mac	Fannie Mae	Freddie Mac	Fannie Mae	Freddie Mac	Fannie Mae	Freddie Mac
Loan Type	MTEB	TEL	MTEB	TEL	MTEB	TEL	MTEB	TEL
Fixed / Variable	Fixed Rate	Fixed Rate	Fixed Rate	Fixed Rate	Fixed Rate	Fixed Rate	Fixed Rate	Fixed Rate
Green Program	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Borrower Proforma	***Blended 60% AMI***	***Blended 60% AMI***	***All Affordable***	***All Affordable***	***Mkt & Affordable***	***Mkt & Affordable***	***Blended 80% AMI***	***Blended 80% AMI***
Maximum Loan Amount	**$24,412,000**	**$22,780,000**	**$22,981,000**	**$24,218,000**	**$24,689,000**	**$24,947,000**	**$21,780,000**	**$22,080,000**
Minimum DCR	1.15x	1.15x	1.20x	1.15x	1.20x	1.15x	1.20x	1.15x
Maximum LTV	90%	80%	95%	80%	95%	80%	85%	80%
Index	10-Year MMD	10-Year Treasury Note	10-Year MMD	10-Year Treasury Note	10-Year MMD	10-Year Treasury Note	10-Year MMD	10-Year Treasury Note
Index Rate	3.63%	4.33%	3.63%	4.33%	3.63%	4.33%	3.63%	4.33%
Estimated All-In Spread	2.08%	1.74%	2.08%	1.72%	2.08%	1.72%	2.08%	1.72%
Estimated All-In Rate	5.71%	6.07%	5.71%	6.05%	5.71%	6.05%	5.71%	6.05%
Prepayment Type	14.5 Years YM	10 Year LO Then 1%	14.5 Years YM	10 Year LO Then 1%	14.5 Years YM	10 Year LO Then 1%	14.5 Years YM	10 Year LO Then 1%
Loan Period (Years)	15	15	15	15	15	15	15	15
Amortization (Years)	40	40	35	40	35	40	35	40
Interest Only (Years)	2	3	2	3	2	3	2	3
Estimated NOI	$1,795,993	$1,746,107	$2,085,969	$2,614,740	$2,742,693	$2,670,342	$2,517,189	$2,461,334
Estimated IO Debt Service	$1,393,925	$1,393,535	$1,933,443	$2,070,250	$1,975,032	$2,114,294	$1,811,954	$1,940,840
Estimated Amortizing Debt Service	$1,552,998	$1,518,290	$2,208,277	$2,273,660	$2,286,399	$2,322,032	$2,097,612	$2,131,536
Preliminary Value	$29,766,630	$29,101,781	$44,766,156	$43,578,997	$45,728,210	$44,506,707	$41,953,150	$40,855,395
Interest Accrual Basis	Actual/360	Actual/360	Actual/360	Actual/360	Actual/360	Actual/360	Actual/360	Actual/360
Recourse	Non-recourse	Non-recourse	Non-recourse	Non-recourse	Non-recourse	Non-recourse	Non-recourse	Non-recourse
Is Loan Assumable	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Supplemental Financing Available	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Replacement Reserve and T&I Escrow	Required	Required	Required	Required	Required	Required	Required	Required
Origination Fee	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Application Fee	$17,500	$17,500	$17,500	$17,500	$17,500	$17,500	$17,500	$17,500
Agency Fee	0.10% of Loan Amount	0.10% of Loan Amount	0.10% of Loan Amount	0.10% of Loan Amount	0.10% of Loan Amount	0.10% of Loan Amount	0.10% of Loan Amount	0.10% of Loan Amount
Lender's Legal Deposit	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Total Due at Application	$20,000	$42,793	$20,000	$54,219	$20,000	$54,947	$20,000	$62,080
Forward Fees								
Agency Forward / Standby Fee (@Fwd Closing)	15 bps per annum of the forward period		15 bps per annum of the forward period		15 bps per annum of the forward period		15 bps per annum of the forward period	
Conversion Fee (@Fwd Closing)	1.00%	Delivery Assurance Note of 5%	1.00%	Delivery Assurance Note of 5%	1.00%	Delivery Assurance Note of 5%	1.00%	Delivery Assurance Note of 5%
Forward Monitoring Fee (@Conversion Closing)	$250/month of the forward period		$250/month of the forward period		$250/month of the forward period		$250/month of the forward period	
Legal Fees Estimates								
Lender Legal (Forward)	$65,000	$65,000	$65,000	$65,000	$65,000	$65,000	$65,000	$65,000
Agency Counsel (Forward)	$50,000	Dual counsel - Shared with Lender	$50,000	Dual counsel - Shared with Lender	$50,000	Dual counsel - Shared with Lender	$50,000	Dual counsel - Shared with Lender
Lender Legal (Conversion)	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000

*This soft quote does not represent a legal and binding contract with the potential borrower.
Indicative rates quoted are used solely as an example of current pricing.
Its sole purpose is to inform the Borrower of current mortgage rates and fee information regarding the subject loan.
An official application will follow if the borrower is interested in pursuing funding with Greystone Servicing Company LLC.

Special Considerations:

1. Loan amount, terms and pricing are subject to Agency approval.
2. Underwritten income and expenses must be supported by 3rd party appraisal, borrower proforma, market norms, and sponsor's portfolio.
3. Underwritten value must be supported by 3rd party appraisal.
4. Loan amount subject to contract rents being at or below market rents.
5. Loan assumes no Section 8 voucher rents above maximum tax credit rents or market rents.
6. Loan Assumes satisfactory review of all Key Principals character, resumes, financial statements (liquidity and net worth), and schedule of real estate owned.
7. Affordability restrictions must be acceptable to Greystone through the term of the Loan.
8. Assumes no ground lease.
9. Loan assumes all subordinate debt is "soft" and fully conforming with agency guidelines and limited to 75% of net cash flow after debt service.
10. Assumes 30 month forward period.
11. The proposed loan terms assume a regulatory agreement is in place at closing.
12. Borrower will be responsible for Lender and Agency legal fees.
13. MTEB loan option is subject to negative arbitrage.
14. Ongoing Issuer or trustee fees must be included in NOI analysis as a miscellaneous expense.
15. FNMA - Assumes compliant Live Local tax abatement via FL statute 196.1978(4) which requires a 99-year FHFC Regulatory Agreement and applies to the 2026 tax roll.
16. FMAC - Assumes full market tax estimate and cannot UW FL Live Local abatement tax savings.
17. **FNMA MTEB Amortization Term** - Regardless of when Conversion occurs, the amortization term begins on the Outside Termination Date and the first principal payment date is the first of the month following the Outside Termination Date, as specified in Addendum A of the Forward Commitment Letter. For example: if Conversion occurs five months before the Outside Termination Date, the loan term will be extended by five months and five additional months of Interest-Only payments will be deemed approved; therefore, the amortization period and the first principal payment date will remain unchanged.

Your Greystone Deal Team!

Pharrah Jackson
Vice President
(770) 510-7788
pharrah.jackson@greyco.com

RAYMOND JAMES

February 12, 2025

Mr. Irving Weisselberger
Gem of Hallandale LLC
c/o Dragonfly Investments, LLC
19 W Flagler Street
Miami, FL 33130

Re:		
	Project:	The Gem of Hallandale
	Company/Applicant:	Gem of Hallandale LLC
	Fund:	To be determined
	Property Location:	Broward County, Florida

Dear Mr. Weisselberger,

This letter of intent for construction and permanent financing will confirm our agreement ("Agreement") whereby Raymond James Affordable Housing Investments, Inc. ("RJAHI") shall attempt to effect a closing ("Closing") of an investment by a Fund sponsored by RJAHI (the "RJAHI Fund") in the above named company ("Company") on the assumptions, terms, and conditions contained in this letter of intent, or such other assumptions, terms and conditions as are acceptable to you, RJAHI and the RJAHI Fund.

Based upon the Company receiving $2,145,211 in annual low-income housing tax credits, and further based on terms and conditions as set forth below, the anticipated total equity investment of the RJAHI Fund in the Project is $18,875,970 or $0.88 per low-income housing tax credit allocated to the RJAHI Fund, subject to market conditions. The Applicant is the beneficiary of the equity proceeds. The RJAHI Fund anticipates purchasing $21,449,965 (99.99%) of the total low-income housing tax credits allocated to the Applicant. The RJAHI Fund's net investment is anticipated to be funded based upon the following schedule:

- 15% ($2,831,396) paid prior to or simultaneous with the closing of construction financing
- 15% ($2,831,396) paid at construction completion
- Balance ($13,213,178) paid at project stabilization and receipt of 8609s
- The amount of equity to be paid prior to construction completion shall be $2,831,396.

This letter of intent is subject to RJAHI's satisfactory completion of its normal due diligence and is also subject to the approval by the Investment Committee of RJAHI of the terms and conditions of the investment in its sole discretion based on then current market conditions, including availability of investment funds and pricing for tax credits.

Since 1987, Raymond James Affordable Housing Investments and our affiliates have been involved with the development of affordable housing. We have provided equity for over 2,500 tax credit properties nationwide. We look forward to working with you.

Sincerely,

Sean Jones
VP - Director of Acquisitions
Raymond James Affordable Housing Investments, Inc.

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