Prepared by and
after recording return to:

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Folio No.: 06-2229-034-0095

TAX INCREMENT RECAPTURE INCENTIVE AND INFRASTRUCTURE GRANT AGREEMENT

THIS TAX INCREMENT RECAPTURE INCENTIVE AND INFRASTRUCTURE GRANT AGREEMENT (the "Agreement") is made and entered into as of May 1, 2025 (the "Effective Date") by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a body corporate and politic (the "NMCRA"), having an address at 735 NE 125th Street, Suite 100, North Miami, Florida 33161, and **1125 REAL ESTATE INVESTMENTS LLC**, a Florida limited liability company (the "Developer") having an address at 1155 N.E. 126th Street, North Miami, Florida 33161.

RECITALS

1. The NMCRA was formed for the purpose of removing slum and blight within a portion of the City of North Miami (the "City") described as the community redevelopment area ("Redevelopment Area") and to promote redevelopment and employment therein.

2. The Tax Increment Recapture Program will use tax increment revenues to encourage economic development in the Redevelopment Area and will provide a Tax Increment Recapture to the owner of a qualifying project, which but for the NMCRA's funding, the project would not be undertaken.

3. The Infrastructure Grant Program facilitates improvements to business and residential structures in the Redevelopment Area by providing financial assistance for infrastructure improvements while also reducing the incidence of slum and/or blighted conditions in the Redevelopment Area and will fund up to the total cost of infrastructure improvements to the owners of eligible commercial properties in such amount as may be approved by the NMCRA Board on a reimbursement basis.

4. Developer is the owner of the real property as more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property") with an address of 1111 N.E. 125th Street, North Miami, Florida 33161 has applied to the NMCRA for (a) a Tax Increment Recapture Incentive of fifty percent (50%) of projected City ad valorem tax revenues from the time the project appears on the property tax rolls until the NMCRA sunsets (approximately 20 years) and (b) an Infrastructure Grant not to exceed One Million Two Hundred Fifty Thousand and 00/100 Dollars ($1,250,000.00) for the development of The Gardens Plaza Restaurants (the "Project").

5. At a duly noticed public meeting held on November 26, 2024, the NMCRA Board approved an award to the Developer of (a) a Tax Increment Recapture Incentive of fifty percent (50%) of projected City ad valorem tax revenues from the time the project appears on the property tax rolls until the NMCRA sunsets (approximately 20 years) and (b) an Infrastructure Grant not to exceed One Million Two Hundred Fifty Thousand and 00/100 Dollars ($1,250,000.00) with Five Hundred Thousand and 00/100 Dollars ($500,000.00) to be restricted for the build out of the Palm 78 restaurant for the Project in accordance with the terms and conditions of this Agreement including, but not limited to, the program guidelines (the "Program Guidelines")

6. The Developer desires to accept the Tax Increment Recapture Incentive and Infrastructure Grant subject to the terms, conditions, and restrictions set forth in this Agreement.

NOW, THEREFORE, in consideration of the Grant and the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Developer and the NMCRA hereby agree as follows:

A. GENERAL.

1. **Recitals; Program Guidelines.** The Recitals set forth above are true and correct and are incorporated in this Agreement by reference. The terms and provisions of the Program Guidelines are incorporated into this Agreement by reference and the Developer agrees to abide by such terms and provisions. In the event of any conflict between the Program Guidelines and this Agreement, the terms and provisions of this Agreement will control with the understanding that any terms in the Program Guidelines that are not addressed in this Agreement shall nevertheless be applicable.

2. **Definitions.** The following terms used in this Agreement shall have the following meanings:

2.1 Anticipated Development Value" shall have the meaning ascribed to such term in Section 4.1.

2.2 "Approved Site Plan" means the means the site plan to be submitted for approval by the City Council or that was approved by the City Council attached hereto as Exhibit "B" and by this reference made a part hereof.

2.3 "Assignee" means a Person to whom a right or liability is transferred and which shall have the right, but not the obligation, to enforce any of the terms of this Agreement against any other party hereto.

2.4 "Base Year" shall mean the calendar year immediately preceding the calendar year in which the tax rolls for the City with respect to any Folio Number with respect to a portion of the Property reflect an increase in the assessed value of the Property as a result of the Substantial Completion of the Project.

2.5 "Bond Obligations" has the meaning ascribed to such term in Section 5.1.

2.6 "City" means the City of North Miami, a municipal corporation of the State of Florida.

2.7 "City Budget Approval" means the approval by the City Council of the NMCRA Budget for the applicable year, which NMCRA Budget includes the Recapture TIF Incentive Payment.

2.8 "County" means Miami-Dade County, a municipal corporation of the State of Florida.

2.9 "County Approval" means the approval by the Board of County Commissioners of the NMCRA Budget for the applicable year which includes the Recapture TIF Incentive Payment.

2.10 "Default Notice" shall have the meaning ascribed to such term in Section 17.1.

2.11 "Developer" shall have the meaning ascribed to such term in the introductory paragraph and shall further include the Developer's successors and assigns.

2.12 "Effective Date" means the date of execution and delivery of this Agreement by all parties hereto.

2.13 "Executive Director" means the Executive Director of the NMCRA.

2.14 "Grant" means the Infrastructure Grant in the amount of up to One Million Two Hundred Fifty Thousand and 00/100 Dollars ($1,250,000.00).

2.15 "Incremental TIF" shall mean, for each tax year, the tax increment revenues, if any, actually received by the NMCRA from the City (not the County) with respect only to Improvements constructed, in accordance with the approved Project, on the Property after the Effective Date after deduction for any (i) allocable administrative charges imposed by the City (but not administrative costs associated with the operation of the NMCRA), (ii) other adjustments to the assessed value of the Improvements made by the County as a result of challenges or tax contests with respect to the assessed value of the Property, and (iii) reductions in tax increment revenues to the NMCRA as a result of dedications made subsequent to the Effective Date resulting in any reduction in the tax increment revenues paid to the NMCRA with respect to the portion of the Property so dedicated. For avoidance of any doubt, Incremental TIF specifically does not include any existing incremental revenues received by the NMCRA associated with the land comprising the Property or improvements on the Property located on the Property as of the Effective Date except to the extent that any existing improvement is demolished as part of the approved Project.

2.16 "NMCRA" shall have the meaning ascribed to the term in the introductory paragraph.

2.17 "NMCRA Board" means the Board of Commissioners of the NMCRA.

2.18 "NMCRA Budget" means the annual budget for the operation of the NMCRA approved by the NMCRA Board, subject to County Approval.

2.19 "NMCRA Budget Approval" means the approval by the NMCRA Board of the annual NMCRA Budget which includes a line item for the Recapture TIF Incentive Payment for the applicable year.

2.20 "Project" has the meaning ascribed to such term in the Recitals.

2.21 "Property" as more specifically described in "Exhibit A."

2.22 "Recapture TIF Incentive Payment" shall have the meaning ascribed to such term in Section 4.2.1.

2.23 "Redevelopment Area" has the meaning ascribed to such term in the Recitals.

2.24 "Substantially Completed" or "Substantial Completion," or words of like import, means that the construction or development of the Project have been substantially completed in accordance with the Approved Site Plan and/or applicable plans and specifications and that a temporary or permanent certificate of occupancy, or its equivalent, has been issued by the City for the Project.

2.25 "Term" shall mean the period commencing on the Effective Date of this Agreement and terminating on the sunset date of the NMCRA, which is expected to be July 13, 2044.

2.26 "TIF Agreement" has the meaning ascribed to said term in Section 5.3.

Other defined terms as may be set forth in this Agreement.

3. **Public Benefit Commitments.**

3.1 Development Commitments. As a material inducement to the NMCRA to provide the Recapture Incentive Payment and the Grant for the benefit of the Project pursuant to this Agreement, and in the interest of furthering the goals of the NMCRA, Developer (for itself and its respective successors and assigns) hereby covenants and agrees to provide the public benefits as further described and defined in this Section 3 for the benefit of the public as a material inducement for the NMCRA to enter into this Agreement.

3.2 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 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 NMCRA as same may be extended; provided, however, the NMCRA 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 NMCRA 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 Redevelopment Area and/or the City and cannot demonstrate in writing to the reasonable satisfaction of the NMCRA that the Developer used commercially reasonable efforts, then, in accordance with Section 17, any such failure may require the Developer to repay the Grant and/or any Recapture TIF Incentive Payments or any portions thereof provided by the NMCRA in full. 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, at a wage at least equal to Living Wage Ordinance promulgated by the County and (b) "qualified" means that a person is qualified to perform the applicable job. Notwithstanding anything in this Agreement to the contrary, in the event of a breach by Developer of this Section 3.2 that remains uncured for thirty (30) days following written notice from the NMCRA, the NMCRA may seek reimbursement of the Grant and/or any Recapture TIF Incentive Payments or any portions thereof as a remedy pursuant to Section 17.2 below.

3.2.1 Verification of Jobs. Upon commencement of construction and every six (6) months thereafter until the sunset of the NMCRA, the Developer shall submit a written certification to the NMCRA stating that the Developer's baseline job numbers are either in compliance or not in compliance with the requirements of Section 3.2. Such certification shall be signed by an officer of Developer as being true and correct in all material respects. If at any time the NMCRA reasonably believes that that Developer is in default of the requirements of Section 3.2, upon notice, the NMCRA, 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. Subject to the notice and grace provisions of Section 17, failure to provide such access upon reasonable request shall constitute a material default under the terms of this Agreement. With respect to all information to be obtained pursuant to this Section, the NMCRA shall, to the extent permitted by law comply with all privacy, employment and other laws applicable thereto.

B. TAX INCREMENT RECAPTURE INCENTIVE.

4. Development of Project and Project Incremental TIF.

4.1 Development of Project. Developer anticipates that the Project shall be constructed in a single phase. Developer further anticipates that the assessed value of the Project will be approximately Four Million Four Hundred Ninety Two Thousand Eight Hundred Eighty Two and No/100 Dollars ($4,492,882.00) (the "Anticipated Assessed Value"). Developer estimates that Anticipated Development Value will generate approximately Seventy Four Thousand Eight Hundred Forty and 19/100 Dollars ($74,840.19) in Incremental TIF, with anticipated annual increases, annually for the entirety of the Project, with such Incremental TIF estimated to begin as of 2026. The estimated Incremental TIF is attached to this Agreement as Exhibit "C."

Developer acknowledges and agrees that it bears the entire risk under this Agreement if the Project is valued at less than the Anticipated Development Value and/or is not developed

within the time frame anticipated by the Developer resulting in the share of the Incremental TIF payable by the NMCRA pursuant to this Agreement being less than anticipated by Developer. Developer acknowledges and agrees that if the estimated Incremental TIF proves to be inaccurate, the same shall not relieve Developer of its obligations pursuant to this Agreement.

4.2 Development Incentive. Subject to NMCRA Budget Approval by the NMCRA Board and County Approval, as well as the NMCRA's receipt of the Incremental TIF on an annual basis in all cases, as an inducement to the development of the Project, the NMCRA agrees to pay to Developer a percentage of Incremental TIF as follows:

4.2.1 Payment of Incremental TIF. On an annual basis for each calendar year commencing after the Base Year and continuing throughout the Term of this Agreement, the NMCRA shall pay to Developer a recapture TIF incentive payment equal to Fifty Percent (50%) of the City's portion of the Incremental TIF (the "Recapture TIF Incentive Payment"). All Recapture TIF Incentive Payments shall be due and payable within thirty (30) days of the later to occur of (a) March 1st of each fiscal year or (b) Developer's providing to the NMCRA of proof of payment of the real estate taxes for the Property prior to delinquency for the applicable year. Notwithstanding anything herein to the contrary, the Developer's right to receive the Recapture TIF Incentive Payments is expressly subject to and conditioned upon the payment of the real estate taxes for the Property prior to delinquency for the year from which a Recapture TIF Incentive Payment would be due. In the event the real estate taxes for the Property are not paid prior to delinquency for the year from which a Recapture TIF Incentive Payment would be due, the NMCRA shall have no obligation to make the Recapture TIF Incentive Payment for that year and the Developer shall not be entitled to any of the Recapture TIF Incentive Payment for that year.

4.2.2 Right to Recapture TIF Incentive Payments; Conditions Precedent. Developer acknowledges and agrees that the Substantial Completion of the Project is an express condition precedent to the Developer's right to receive the Recapture TIF Incentive Payment. Without limiting the foregoing, if such Substantial Completion shall not have occurred as of thirty six (36) months following the date of issuance by the City of the master building permit for the Project ("Permit Issuance Date"), then the Incentive Payment, shall be reduced as follows: (i) by ten percent (10%) if Substantial Completion of the Project has not occurred by the date that is thirty six (36) months after the Permit Issuance Date; (ii) by twenty percent (20%) if Substantial Completion has not occurred by the date that is more than thirty six (36) months after the Permit Issuance Date but has occurred on or before the date that is less than forty two (42) months after the Permit Issuance Date; and (iii) by thirty percent (30%) if Substantial Completion has not occurred as of the date that is more than forty two (42) months after the Permit Issuance Date but has occurred on or before the date that is less than forty eight (48) months after the Permit Issuance Date. If such Substantial Completion has not occurred by the date that is forty-eight (48) months after the Permit Issuance Date, then the Incentive Payment based upon the Incremental TIF derived from the Project shall automatically be divested and shall terminate and be of no further force and effect, and Developer shall not be entitled to any Incremental TIF with respect to the Project. Loss of the Incentive Payment due to delays in Substantial Completion of the Project shall release the Developer from its duties and obligations under this Agreement; provided, however, Developer may by written notice to the NMCRA seek extension of any of the time periods set forth in this Section 4.2.2. The granting or denial of any of such extension

request shall be within the authority of the NMCRA Executive Director and not be unreasonably withheld.

4.2.3 Right to Collaterally Assign TIF Incentive Payments. Developer, in its sole and absolute discretion, may collaterally assign its right to receive the Recapture TIF Incentive Payments in connection with any construction and/or permanent financing of the development of the Project. The NMCRA shall execute and deliver such reasonable documentation requested by Developer's lender provided that such assignment does not result in any financial or other material obligations on the part of the NMCRA. As a condition precedent to the execution and delivery of any such documentation, the Developer shall pay the reasonable legal and administrative costs of the NMCRA in connection with its review of such documentation

4.2.4 Right to Receive TIF Incentive Payments After Sale. Notwithstanding the Developer's sale, lease or other disposition of all or any portion of the Project (including, but not limited to, the sale or lease of all or any portion of the residential units or commercial uses contemplated as part of the Project) (collectively, a "Sale"), the Developer shall continue to receive the Recapture TIF Incentive Payments for the Term of this Agreement subject to the terms and conditions hereof including, but not limited to, the payment of real estate taxes for the Property prior to delinquency. The foregoing shall only apply to a Sale that occurs following five (5) years after Substantial Completion. If a Sale occurs prior to five (5) years after Substantial Completion the NMCRA shall be entitled to approve any sale or lease of all or substantially all of the Project (either through a single transaction or the aggregate of multiple transactions), which approval shall not be unreasonably withheld.

4.2.5 Limitation on Use of Recapture TIF Incentive Payments. TIF Incentive Payments paid during the Term of this Agreement shall be used for the sole and exclusive purpose of paying and/or reimbursing the costs of the construction, maintenance, operation, and debt service/debt issuance costs of the Project to the extent such payments are a permitted use of TIF Increment pursuant to Chapter 163 Part III, Florida Statutes.

4.2.6 Term of Agreement. Provided that all conditions precedent have been satisfied and this Agreement has not terminated pursuant to Section 4.2.2 above, the Developer's right to receive the Recapture TIF Incentive Payments shall continue for the Term of this Agreement and shall terminate and expire with the Recapture TIF Incentive Payment from the Incremental TIF for the last fiscal year of the NMCRA.

5. **Subordination of TIF Incentive Payments.**

5.1 Developer acknowledges and agrees that the obligations of the NMCRA under this Agreement to make Recapture TIF Incentive Payments hereunder are junior and subordinate to the current obligations of the NMCRA to pay debt service with respect to any bonds, notes, loans or other debt instruments entered into by the NMCRA and for which the NMCRA is responsible for the payment of debt service and in the amount as of the date of this Agreement and in the future (collectively the "Bond Obligations"). Under no circumstances shall the NMCRA be obligated to make Recapture TIF Incentive Payments from its general revenues or any other sources if Incremental TIF is unavailable after the NMCRA makes all required

payments with respect to the Bond Obligations. To the extent no Incremental TIF or only a portion of the Incremental TIF is available to pay the NMCRA's obligations under this Agreement as a result of the Bond Obligations, the Recapture TIF Incentive Payments shall be reduced to the amount of Incremental TIF available, if any, and the shortfall shall be deferred to subsequent year(s). If requested by the NMCRA or the party to which the Bond Obligations are owed, the Developer shall execute a subordination agreement confirming that this Agreement is junior and subordinate to any Bond Obligations within ten (10) business days of written request by the NMCRA.

5.2 Pledge of TIF Revenues. In the event the NMCRA issues additional bonds, notes, loans or other debt instruments subsequent to the Effective Date, the NMCRA covenants and agrees not to pledge the Incremental TIF derived from the Project which will be payable to Developer under this Agreement as collateral for such bonds.

5.3 Additional Agreements Regarding Use of Incremental TIF. Developer acknowledges and agrees that nothing contained in this Agreement shall be deemed or construed to prevent the NMCRA from entering into agreements similar to this Agreement (each a "TIF Agreement") pursuant to which the NMCRA commits to pay such Developers a portion of the Incremental TIF generated from their project within the Redevelopment Area. Developer acknowledges and agrees that Incremental TIF generated from other projects which are subject to TIF Agreement(s) will not be available to make up for any shortfall under Section 5.1 to the extent said Incremental TIF has been allocated to the Developer.

C. INFRASTRUCTURE GRANT.

6. **Conditions Precedent to Grant.** Notwithstanding anything in this Agreement to the contrary, Developer's right to receive the Grant or any portion thereof is expressly subject to and contingent upon the satisfaction of the following conditions precedent by November 26, 2025:

(a) Issuance by all applicable governmental authorities of all development approvals (including, but not limited to, the master building permit) necessary for the development of the Project and the commencement of construction; and

(b) Developer obtaining equity or debt or a combination thereof in an amount sufficient to complete the Project (i.e., all hard and soft costs less the amount of the Grant) and providing sufficient documentation to the NMCRA of such equity or debt or a combination thereof and, in the case of debt, that the closing of the loan(s) evidencing such debt has occurred.

In the event that either (a) or (b) or both does not occur by November 26, 2025, then (x) the award of the Grant is rescinded, (y) the Developer's right to receive the Grant and Recapture TIF Incentive Payments is null and void and (z) this Agreement shall be terminate, all by operation of law without the need for notice or any further action on the part of the NMCRA.

7. **Effective Term of Grant.** Provided the conditions precedent in Section 6 above have been satisfied, the obligation of the NMCRA to fund the Grant shall terminate forty-eight

with (48) months from the Effective Date of this Agreement, unless sooner terminated by either party as set forth herein (the "Funding Termination Date") provided, however, Developer may by written notice to the NMCRA seek extension of the Funding Termination Date. The granting or denial of any of such extension request shall be made by the NMCRA Board. In addition to any other rights and remedies of the NMCRA set forth in this Agreement, any portion of the Grant for which a reimbursement request has not been submitted by Developer to the NMCRA by the Funding Termination Date shall be forfeited, and Developer hereby waives any rights to such forfeited portion of the Grant. Notwithstanding the foregoing, this Agreement shall remain in full force and effect following the Funding Termination Date for such time periods as necessary to give the terms and provisions of this Agreement their full force and effect.

8. **Scope of Work.** The Developer agrees to use the Grant solely for the reimbursement of costs and expenses paid by the Developer for the performance of the Scope of Work subject to and in accordance with this Agreement and the Program Guidelines. The Grant shall only be disbursed in accordance with the budget for the Scope of Work attached hereto as Exhibit "D" in the amounts for each line item as set forth therein, as updated from time to time and approved by the NMCRA in its reasonable discretion; provided, however, if Developer realizes savings with respect to any line item set forth on Exhibit "D", upon the prior written approval of the NMCRA in each instance, Developer may reallocate such savings to other line items on Exhibit "D" so long the total amount to be funded by NMCRA does not exceed the Grant. Notwithstanding the foregoing, the Developer acknowledges and agrees that Five Hundred Thousand and 00/100 Dollars ($500,000.00) shall be restricted for the build out of the Palm 78 restaurant also known as Suite #1 and (a) the budget for the Scope of Work attached hereto as Exhibit "D" shall identify the line items for the Palm 78 restaurant and (b) the cost savings for the line items for the Palm 78 restaurant may only be reallocated to other Palm 78 restaurant line items, so that a total of Five Hundred Thousand and 00/100 Dollars ($500,000.00) shall be used for the build out of the Palm 78 restaurant. The Developer shall be responsible for the design, engineering, permitting, and construction of the Project. Developer shall cause the Project to be commenced within ninety (90) days after the Effective Date which for purposes of this Agreement shall include pre-development work, including, without limitation, engagement of third-party professionals such as architects and/or engineers and thereafter prosecuted with due diligence and continuity and will achieve Final Completion on or before the Funding Termination Date, subject to requested extensions of extension for Force Majeure (as hereinafter defined), "Final Completion" shall be evidenced by Developer's final certificate of occupancy or use, as applicable, issued by the City free and clear of liens or claims for liens for materials supplied and for labor or services performed in connection therewith. The Developer agrees that the Scope of Work performed under this Agreement shall be performed in accordance with all applicable laws including the City's land use and zoning requirements and the Florida Building Code. The Developer agrees and represents that the contracts entered into by it for the Project shall require that its contractors, subcontractors, design professionals, engineers, and consultants possess the licenses required by applicable laws to cause to be performed the portion of the Scope of Work to be performed by such party. At the request of the NMCRA, Developer shall provide the NMCRA with copies of the fully executed architect and contractor agreements and copies of the plans and specifications for the Project. Developer represents and warrants that it will only engage Florida licensed architects and contractors (to the extent required by applicable law) for the Project.

9. **Amount Payable.** The maximum amount of the Grant payable under this Agreement shall not exceed the Grant amount awarded. The Developer acknowledges and agrees that should Program funding be reduced or unavailable due to circumstances beyond the control of the NMCRA, the amount payable under this Agreement may be reduced by the NMCRA in proportion to the reduction of funding to the NMCRA. The Developer waives any and all claims against the NMCRA for any reduction or unavailability of funding provided such reduction or unavailability is due to circumstances beyond the control of the NMCRA and the NMCRA shall have taken all reasonable steps to seek full funding. The Developer will not look to, nor seek to hold liable, the NMCRA, its board members and the City and its Councilmembers and their respective employees, consultants, attorneys and/or agents (collectively the "Related Parties") for the performance or non-performance of this Agreement and agrees to hold the NMCRA and the Related Parties harmless and release the NMCRA and the Related Parties from any and all claims and liability under this Agreement, whether as a direct or indirect consequence of any funding reduction or unavailability as set forth above. Notwithstanding the foregoing, the NMCRA agrees to budget and appropriate on an annual basis the funds necessary to disburse the Grant and the Incremental TIF Payments to the Developer pursuant to this Agreement.

10. **Reimbursement Procedures.** The Developer will only provide reimbursement requests for expenditures as set forth in Scope of Work (each, an "Reimbursement Request"). No other expenditures will be accepted for the purposes of Reimbursement Request. Upon the written request of the NMCRA, the Developer shall make available all invoices and expenditure reports for the Project in general for auditing purposes. Grant funds shall be disbursed on a reimbursement basis following submission of evidence of payment for qualified expenses, with final payment released upon Developer's attaining of final certificate of occupancy or use, as applicable, which payment shall be made within thirty (30) days following receipt by NMCRA of such written Reimbursement Request. The obligation of the NMCRA to disburse the Grant or any portion thereof is expressly subject to and contingent upon (a) the Developer obtaining equity and/or debt or a combination thereof in an amount sufficient to complete the Project (i.e., Project costs less the amount of the Grant) and (b) providing sufficient documentation to the NMCRA of such equity and/or debt or a combination thereof and, in the case of debt, that the closing of the loan evidencing such debt has occurred. The NMCRA agrees to disburse the Grant to the Developer on a reimbursement basis for expenses necessarily and properly incurred under this Agreement and paid by Developer based on the Scope of Work and in accordance with the budget set forth therein all as approved by the NMCRA. Payment shall be made in accordance with the following procedures:

10.1 Reimbursement Request. Reimbursement Requests are to be in writing and presented to the NMCRA by the Developer only after payment has been made by Developer for labor and materials as set forth in the Scope of Work. Without limiting the foregoing, Reimbursement Requests shall not be made more often than quarterly. The NMCRA shall have the right to inspect and verify payment for all labor and materials prior to release of each reimbursement. By submitting a Reimbursement Request to the NMCRA, the Developer shall be deemed to acknowledge and agree, and represent to the NMCRA, that (a) the work has progressed to the point indicated, (ii) the work is in substantial accordance with the plans and specifications, and (iii) all monies previously paid by the NMCRA to the Developer have been disbursed to the appropriate architect, contractors, consultants, subconsultants, subcontractors, materialmen, vendors, and miscellaneous suppliers based upon the prior reimbursement request. Notwithstanding the foregoing, the NMCRA may directly pay the Developer's general contractor

provided that the NMCRA is provided with all documents required by Chapter 713, Florida Statutes, and the applicable contractor agreement(s) including partial and final waivers of lien, as well as a release by the Developer, all in a form and substance acceptable the NMCRA. Notwithstanding anything in this Agreement to the contrary, the NMCRA, in its reasonable discretion, shall withhold and retain the lesser of (a) twenty percent (20%) of the Grant or (b) the retainage required by the general contractor's agreement but, in no event less than ten percent (10%) of the Grant as the final reimbursement. The final reimbursement amount will be withheld until the Developer provides the NMCRA with written documentation, in a form and substance acceptable to the NMCRA in all respects, certifying that the Project (i) is completed, (ii) all inspections have been passed and finalized, (iii) all permits have been closed and (iv) a final certificate of occupancy or use, as applicable, issued by the City. The foregoing is in addition to the expenditure report required by Section 10.2 below.

10.2 Expenditure Report Required. As part of each Reimbursement Request, Developer shall submit to the NMCRA, for its review and approval, a detailed expenditure report with all invoices and proof of payment as well as any other information and documentation reasonably requested by the NMCRA, which expenditure report shall be in a form and substance similar to an AIA form draw request. No Reimbursement Request shall be processed without an expenditure report and the NMCRA reserves the right to withhold all or any portion of the Grant if required and/or requested documentation is not submitted or is in a form and substance not acceptable to the NMCRA until such report is submitted in the form required by this Agreement. The payment of any Reimbursement Request by the NMCRA shall not be construed that the work or any portion hereof complies with (a) the Scope of Work, the contract documents, and plans and specifications and/or (b) applicable law including the Florida Building Code, it being acknowledged and agreed by the Developer that it is the Developer's sole responsibility to ensure the work complies with (a) and (b) above.

D. ADDITIONAL TERMS AND CONDITIONS.

11. Maintenance; Alterations.

11.1 Maintenance. Following Final Completion of the Project and until the sunset of the NMCRA, as may be extended, the Developer, at its sole cost and expense shall be responsible for and perform all exterior repairs and maintenance, and replacements to the Project consistent with the Approved Site Plan. Maintenance, repairs and replacements shall be in quality and class comparable to the original construction, to preserve the Project in good working order and condition, reasonable wear and tear and casualty excepted.

11.2 Alterations. Following completion of the Project and until the sunset of the NMCRA, the Developer shall not, perform or caused to be performed any material alterations to the Project inconsistent with the Approved Site Plan including, without limitation, material exterior, interior, and/or structural alterations without the prior written consent of the NMCRA in each instance not to be unreasonably withheld, conditioned or delayed; provided, however, the Developer may make minor or cosmetic or non-structural alterations without the consent of the NMCRA.

12. **Occupational Requirements.** The Developer is required to open for business within thirty (30) days from Final Completion of the Project, subject to extension for Force Majeure. For purposes of this Agreement, open for business means that (a) the Developer is actively marketing and leasing residential units and (b) the Developer has received all City licenses (i.e., certificate of use and business tax receipt) and other governmental approvals for the use and occupancy of the Project for its intended use. If the foregoing occupational requirements are not met within one hundred eighty (180) days from Final Completion of the Project, notwithstanding anything in this Agreement to the contrary, (a) all funding or Grant disbursements shall immediately terminate and the Developer agrees to immediately pay to the NMCRA the portions of the Grant disbursed and (b) the Developer's right to receive Recapture TIF Incentive Payments shall be null and void.

13. **No Assignment or Transfer.** If Developer either (a) assigns, sells, transfers, or conveys any of its right, title or interest in the Property, either in whole or in part or (b) there is a change of (x) resulting in a transfer of more than fifty one percent (51%) of the ownership of the Developer or (y) control of the Developer that results in parties other than Sebastien Scemla or John Lago not being in control of Developer (either through a single transaction or the aggregate of multiple transactions) prior to Final Completion or during the five (5) year period following Final Completion of the Project, except if approved by NMCRA pursuant to Section 4.2.4 of this Agreement, all funding or Grant disbursements shall immediately terminate and the Developer agrees to immediately repay to the Grant to the NMCRA. Notwithstanding anything contained herein to the contrary, NMCRA acknowledges and agrees that Developer's lender(s) may require a collateral assignment or pledge of all Developer's right, title and interest in this Agreement and NMCRA hereby consents to any such collateral assignment or pledge. NMCRA further agrees to execute such additional documentation as such lender(s) may reasonably request to evidence such consent; provided, however, the Developer shall pay in advance the legal fees and other costs of the NMCRA in connection with the review, negotiation and execution of such documentation. NMCRA further agrees that a foreclosure of any leasehold mortgage by Developer's lender(s) or a deed-in-lieu thereof shall be governed by the terms and provisions of the document between the NMCRA and the lender(s).

14. **Challenges.**

14.1 No Liability. Developer hereby forever waives and releases the NMCRA from any liability whatsoever, now or hereafter arising in connection with any challenge to this Agreement by a third party and covenants and agrees not to initiate any legal proceedings against the NMCRA in connection with any challenges to this Agreement (other than as a result of a default by the NMCRA with respect to its obligations under this Agreement).

14.2 Duty to Defend. In the event of any challenge to this Agreement, any party in interest, at its or their sole cost and expense, may defend any such challenge by a third party. The NMCRA shall cooperate with Developer and, if necessary, participate in the defense of such challenge provided Developer pays the cost of such defense.

15. **Miami-Dade County Requirements.** Developer acknowledges and agrees that the following provisions are required pursuant to that certain Interlocal Cooperation Agreement, as amended, by and among the County, the City and the NMCRA (the "ICA"). The Developer

agrees that such provisions constitute material obligations on the part of the Developer and that Developer shall comply with such provisions including cooperating with the County and its Office of the Inspector General to ensure and demonstrate compliance therewith.

15.1 Community Benefits Agreements. The ICA requires all entities or contractors contracting with or receiving grants from the NMCRA for new commercial and residential developments to be constructed within the NMCRA Redevelopment Area in an amount of $200,000 or more, or such other amount as may be established by the Board of County Commissioners, to enter into a community benefits agreement with the NMCRA which will benefit primarily the residents of the Redevelopment Area. To the extent allowed by law, a community benefits agreement shall include provisions for hiring the labor workforce for the project financed by the grant or agreement from residents of the Redevelopment Area that are unemployed or underemployed. Depending on the worker or employee to be hired, the NMCRA is required to ensure that such entity or contractor complies with wage requirements, as applicable, established by the County's Living Wage or Responsible Wage Ordinances, pursuant to Section 2-8.9 and 2-11.16, respectively, of the Code of Miami-Dade County, Florida (the "Code") or pay higher wages and benefits, as are feasible. Developer and the NMCRA acknowledge and agree that (x) this Agreement is intended to constitute the community benefits agreement and (b) the Developer is required to ensure compliance with wage requirements, as applicable, established by the County's Living Wage Ordinance pursuant to Code Section 2-8.9, or pay higher wages and benefits, as are feasible.

The ICA further requires all entities or contractors contracting with or receiving a financial assistance from the CRA in an amount of $500,000 or more, or such other amount as may be established by the Board of County Commissioners, to comply with the following County ordinances contained in the Code, as may be amended, as if expressly applicable to such entities:

(a) Small Business Enterprises (Section 2-8.1.1.1.1 of the County Code);

(b) Community Business Enterprises (Section 2-10.4.01 of the County Code);

(c) Community Small Business Enterprises (Section 10-33.02 of the County Code);

(d) Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the County Code); and

(e) Living Wage Ordinance (Sections 2-8.9 and 2-11.16 of the County Code).

Developer acknowledges and agrees that Developer shall comply with the County Code provisions set forth in this Section 7.1 as applicable to the Developer.

15.1.1 The Developer shall use commercially reasonable efforts to require the General Contractor and require the General Contractor to require all Subcontractors working on the Project to consult and coordinate with the CareerSource South Florida Center, South Florida Minority Supplier Development Council ("SMSDC"), Miami-Dade Chamber of Commerce, State of Florida economic

development entities, or other similar entities recommended by the Executive Director. Such consultation and coordination efforts shall be designed to assist: (i) local residents in their efforts to access job training, job placement services, and employment & business opportunities at or resulting from the Project during its construction; and (ii) the Developer in satisfying its community benefits commitments during the Project's construction. Such efforts shall also serve to identify and employ companies whose Principal Place of Business is located within the NMCRA and the County Targeted Areas with opportunities related to the Project's construction. General Contractor shall conduct one job fair, to be held within the Redevelopment Area prior to the start of construction.

15.2 Clawback Provision. The ICA requires the NMCRA to include in its contracts or grant agreements a "clawback" provision that requires the NMCRA to "clawback" or rescind and recover funding from any entity or contractor to which it provides funding which does not substantially comply with the provisions of its agreement with the NMCRA by demanding repayment of such funds in writing, including recovery of penalties or liquidated damages, to the extent allowed by law, as well as attorney's fees and interest, and pursuing collection or legal action, to the fullest extent allowable by law, if feasible. Developer and the NMCRA acknowledge and agree that Section 15 of this Agreement is intended to constitute the clawback provisions required by the ICA.

16. **Records, Reports, Audits, Monitoring and Review; Progress Reports.**

16.1 The Developer shall maintain complete and accurate books, records and accounts of all costs and expenses incurred in connection with the Project. Upon the request of the NMCRA, all such books and records of the Developer which relate to the Project shall be available for inspection and audit by the NMCRA or any of its authorized representatives at all reasonable times during normal business hours. The NMCRA shall be entitled to make such copies of the books and records as the NMCRA deems appropriate.

16.2 The Developer's books and records shall be maintained or caused to be maintained in accordance with generally accepted accounting principles in a consistent manner, together with the pertinent documentation and data to provide reasonable audit trails for a period of six (6) years following Final Completion. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

16.3 Construction Reporting Requirements. During construction, Developer shall submit to the Executive Director: on a quarterly basis commencing thirty (30) days after the end of the first quarter after the date of this Agreement until thirty (30) days following Final Completion, detailed reporting with respect to compliance with the General Contractor and Subcontractor wage requirements as set forth in Section 15.1 during the prior quarter and overall with respect to such Phase. The Developer and the Executive Director shall agree on the form of the Participation Reports and the required back-up information to be submitted as part of the Participation Reports prior to the commencement of construction of the Project. The Participation Reports shall contain such information as the Executive Director may reasonably require for the Executive Director to determine whether the Developer is in compliance with the

wage and residency requirements. The Participation Reports with respect to each Phase must be certified as true and correct by the Developer.

16.4 Failure to Comply with Living Wage Requirement. In the event that any Contractor fails to pay the Living Wage to any worker working on the construction of the Project, and which failure is reported by such worker to the Executive Director, the Executive Director shall investigate the report and if the Executive Director, based upon his investigation confirms such non-compliance with the Living Rate requirement, and that the error on the part of the Contractor was not a de minimis miscalculation of the same, the Developer shall pay to the affected worker(s) as a penalty the Living Wage for every hour for which such worker was underpaid plus a twenty percent (20%) penalty (the "Wage Penalty"). Developer shall not receive the benefit of any credit for hourly wage payments made to such worker that did not comply with the Living Wage requirement ("Erroneous Wage Payment").

16.4.1 By way of illustration, if a worker was paid an hourly rate of Fifteen and No/100 Dollars ($15.00) and no health benefits were provided for one (1) hour in lieu of the Living Wage of Eighteen and 73/100 Dollars ($18.73), the Living Wage Penalty would be calculated as follows:

Living Wage Penalty =

[(Living Wage x Total Hours Worked) x Penalty Rate] + Erroneous Living Wage Payment

Example: [($18.73 x 1 hour) x 1.2] + $3.73 = **$26.21**

Such Penalty shall be due from the Developer to the underpaid workers(s) within thirty (30) days after written demand from the Executive Director. Developer shall have the right to dispute such demand and the findings of the Executive Director. If the Executive Director and the Developer are not able to resolve their dispute within thirty (30) days, the dispute shall be submitted to the NMCRA Board from the Developer for determination which determination shall be binding on the parties.

The Living Wage Penalty is not intended to waive a worker's rights to seek any and all available legal relief available under applicable law. In the event a worker is granted a Monetary Award against the Developer or its Contractor(s) in some other forum, any Living Wage Penalty otherwise due and owing shall be reduced by the amount of any such Monetary Award previously paid to such worker.

16.5 Employment Advertisement & Notice. With respect to the construction of each Phase, Developer shall require its General Contractor and all Subcontractors to electronically post job opportunities in established job outreach websites and organizations, including, without limitation, CareerSource South Florida, and similar programs in order to attract as many eligible applicants for such jobs as possible.

17. **Breach of Agreement; Remedies.**

17.1 Breach. A breach by the Developer under this Agreement shall have occurred if: (a) the Developer fails to complete the Project as set forth in this Agreement; (b) the Developer ineffectively or improperly uses the Grant allocated under this Agreement; (c) the Developer does not receive all permits and/or governmental approvals for the Project as required by applicable law; (d) the Developer fails to submit a detailed expenditure report as required by this Agreement or submits incorrect or incomplete proof of expenditures to support reimbursement requests; (e) the Developer refuses to allow the NMCRA access to records or refuses to allow the NMCRA to monitor, evaluate, and review the Developer's Project; (f) a transfer or assignment occurs within five (5) years following completion of the Project as set forth in Section 13 above, (g) the Developer makes or allows to be made any changes, alterations, or modifications to the completed Project without the prior written consent of the NMCRA, (h) the Developer discriminates in violation of any Federal, State, or local law; (i) the Developer attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement; (j) the Developer fails to obtain final certificates of occupancy or completion, as applicable, for the Project; (k) the Developer fails to perform or improperly performs any of its obligations set forth in this Agreement; (l) Developer defaults in its obligations under any other agreements entered into between the NMCRA and Developer and/or the City and Developer; (m) an event of default occurs with respect to any loan to which the Developer is the borrower; and/or (n) the Developer fails to comply with the County requirements set forth in Section 15. With respect to subsection (m), the Developer agrees to provide the NMCRA with copies of any notices of default given by any lender.

In the event Developer breaches or defaults in its duties and obligations under this Agreement, and such failure is not cured within thirty (30) days of the issuance of written notice of default specifying the breach (the "Default Notice"); provided however, if the default, by its nature cannot reasonably be cured within such thirty (30) day period and if, within the initial thirty (30) day period the Developer has provided the NMCRA with written notice specifying the reason why such breach cannot be cured within the initial (30) day period and has commenced and is diligently pursuing curative action, the Developer shall have up to ninety (90) days from the date of the default notice to cure the specified breach or default. For so long as any breach or default shall continue, the obligations of the NMCRA under this Agreement with respect to the disbursement of the Grant and payment of the Recapture TIF Incentive Payments shall be suspended, and if any such suspension shall continue for more than ninety (90) days, then the NMCRA shall have the right to terminate this Agreement upon written notice to the Developer and, in such case, this Agreement shall terminate and the NMCRA shall have no further duties or obligations under this Agreement to the Developer including, but not limited to, the disbursement of the Grant and payment of Recapture TIF Incentive Payments or any portions thereof otherwise due and owing after the date of the Default Notice. Notwithstanding the foregoing, the NMCRA shall be entitled to all remedies available at law or in equity. In the event of termination, the City may also (a) seek reimbursement of the Grant and/or any Recapture TIF Incentive Payments or any portions thereof paid to the Developer under this Agreement; and/or (b) terminate or cancel any other agreements entered into between the NMCRA and the Developer. The notice and cure provisions set forth above shall expressly not apply to (x) achieving Substantial Completion by the Funding Termination Date and/or (y) the

payment of real estate taxes for the Property prior to delinquency, for both of which time is of the essence and there is no notice or cure period.

17.2 Termination Costs. The Developer shall be responsible for all direct and indirect costs associated with the termination of this Agreement including, but not limited to, attorneys' fees and costs at both the trial and appellate levels incurred by the NMCRA and also incurred by the NMCRA in enforcing this attorneys' fees provision.

17.3 No Waiver. No express or implied consent or waiver by the NMCRA to or of any breach or default by the Developer in the performance or non-performance by the Developer of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Developer of the same or any other obligations of such other party hereunder. Failure by the NMCRA to complain of any act or failure to act of the Developer or to declare the Developer in default, irrespective of how long such failure continues will not constitute a waiver by the NMCRA of its rights hereunder. The giving of consent by the NMCRA in any one instance will not limit or waive the necessity to obtain the NMCRA's consent in any future instance.

17.4 Security Interest. In order to secure Developer's obligations to reimburse and/or repay the Grant as required by this Agreement, Developer hereby pledges, grants, conveys, and assigns to the NMCRA a continuing lien and security interest upon the Collateral (as defined below). Developer represents and warrants to the NMCRA that, upon the filing and recording of UCC financing statements with the Florida Secured Transactions Registry and Miami-Dade County, respectively, the lien granted pursuant to this Agreement will constitute a valid, perfected lien on the Collateral, enforceable as such against all creditors of Grantor and second in priority only to any institutional lenders identified in writing by Developer to NMCRA at the time of execution of this Agreement or at such time after as agreed by the parties. Upon satisfaction in full of Developer's obligations hereunder including, but not limited to the maintenance requirements in Section 11 above, NMCRA's security interest under this Agreement shall terminate and NMCRA shall execute and deliver to the Developer a UCC-3 termination statement or similar documents and agreements to terminate all of NMCRA's security interest rights under this Agreement. For purposes of this Agreement, "Collateral" shall mean: All furnishings, fixtures, equipment, and other personal property of Developer, or in which Developer has any interest, whether now owned or hereafter acquired or created, wherever located, including (but not limited to), all Goods, Equipment, Inventory, Accounts, Deposit Accounts, Fixtures, General Intangibles, Goods, Documents, Documents of Title, Instruments, Contract Rights, Chattel Papers, and all books and records relating to any of the foregoing together with all additions, accessions, substitutions, changes, renewals, and replacements of all or any of the foregoing in part or in whole, and all Proceeds and Products of the foregoing, and all other personal property of Developer now owned or hereinafter acquired and wherever located. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Florida Revised Uniform Commercial Code - Secured Transaction, Chapter 679, Florida Statutes (2022) or as incorporated therein by reference therein.

18. **Indemnification by Developer.** The Developer hereby covenants and agrees to indemnify and hold harmless the NMCRA and the Related Parties from and against all liability, losses, or damages, including attorneys' fees and costs, at both the trial and appellate levels,

which the NMCRA and the Related Parties may suffer as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance or non-performance of this Agreement by the Developer or its employees, agents, servants, partners, principals, or subcontractors. With respect to the foregoing, the Developer shall pay all claims and losses and shall investigate and defend (with legal counsel acceptable to NMCRA) all claims, suits, or actions of any kind or nature in the name of the NMCRA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees and costs which may issue. The Developer expressly understands and agrees that any insurance required by this Agreement or otherwise provided by the Developer shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the NMCRA and the Related Parties. Nothing contained in this Agreement shall be construed to affect the NMCRA's right of sovereign immunity as provided in Chapter 768, Florida Statutes. Additionally, the NMCRA does not waive sovereign immunity, and no claim or award against the NMCRA shall include attorney's fees, investigative costs, or pre-judgment interest.

19. **Limitation of Liability.** Except as set forth in Section 23, the NMCRA desires to enter into this Agreement only if in so doing the NMCRA can place a limit on its liability for any cause of action for money damages arising out of this Agreement, so that its liability never exceeds the sum of $100.00. Developer expresses its willingness to enter into this Agreement with recovery from the NMCRA for any action or claim arising from this Agreement to be limited to the sum of $100.00. Accordingly, and notwithstanding any other term or condition of this Agreement, Developer agrees that NMCRA shall not be liable to Developer for damages or for any action or claim arising out of this Agreement in an amount in excess of the sum of $100.00. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the NMCRA's liability as set forth in Chapter 768, Florida Statutes. Additionally, the NMCRA does not waive sovereign immunity, and no claim or award against the NMCRA shall include attorney's fees, investigative costs or pre-judgment interest.

20. **Representations of Developer.** Developer makes the following representations to the NMCRA as follows:

20.1 The entity comprising Developer is a corporation, duly organized and validly existing under the laws of its state of formation and has full power and capacity to own its properties, to carry on its business as presently conducted, and to enter into the transactions contemplated by this Agreement.

20.2 Developer's execution, delivery and performance of this Agreement has been duly authorized by all necessary company actions and does not conflict with or constitute a default under any indenture, agreement or instrument to which such entities are a party or by which they may be bound.

20.3 This Agreement constitutes the valid and binding obligation of Developer, enforceable against Developer in accordance with its terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.

21. **Representations of the NMCRA.** The NMCRA makes the following representations to Developer:

21.1 The NMCRA is duly organized and validly existing under the laws of the State of Florida and has full power and capacity to own its own properties, to carry on its business as presently conducted by the NMCRA, and to perform its obligations under this Agreement.

21.2 The NMCRA's execution, delivery and performance of this Agreement has been duly authorized by all necessary actions and does not conflict with or constitute a default under any indenture, agreement or instrument to which it is a party or by which it may be bound.

21.3 This Agreement constitutes the valid and binding obligations of the NMCRA, enforceable against the NMCRA in accordance with its terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.

22. **Notices.** All notices, demands, designations, certificates, requests, offers, consents, approvals, appointments and other instruments given pursuant to this Agreement (collectively called "Notices") shall be in writing and given by (a) hand delivery, (b) recognized express overnight delivery service, (c) certified or registered mail, return receipt requested, or (d) facsimile and shall be deemed to have been delivered upon (i) receipt, if hand-delivered, (ii) the next Business Day, if delivered by express overnight delivery service, (iii) if sent by certified or registered mail, return receipt requested the day evidenced by the return receipt or the day delivery is refused; or (iv) transmittal, if sent on a business day by facsimile and if sent by facsimile on a day other than a business day, on the first business day following transmittal. Notices shall be provided to the parties and addresses specified below:

NMCRA:
Anna-Bo Emmanuel, Esq.
Executive Director
North Miami Community Redevelopment Agency
735 N.E. 125th Street, Suite 100
North Miami, Florida 33161
Telephone No. (305) 895-9839
Facsimile No. (305) 895-9822

Copy to:
Steven W. Zelkowitz, Esq., NMCRA Attorney
Taylor English Duma LLP
2 S Biscayne Boulevard, Suite 2500
Miami, Florida 33131
Telephone No. (786) 840-1437
Facsimile No. (770) 434-7376

Developer:
Sebastien Scemla
Partners of the Gardens District, LLC
1155 N.E. 126th Street
North Miami, Florida 33161
Telephone No. (786) 558-5776
Facsimile No. (_____) _____

Copy to: Alberto N. Moris, Esq.
Moris & Associates
3650 N.W. 82nd Avenue, Suite 401
Doral, Florida 33166
Telephone No. (305) 559-1600
Facsimile No. (305) 229-2272

23. **Non-Recourse.** Except as expressly set forth herein, this Agreement is non-recourse to the NMCRA. In the event of a breach of this Agreement by the NMCRA, the Developer may seek specific performance of this Agreement or bring an action at law which shall be limited to recovery of any unpaid Recapture TIF Incentive Payments or the unpaid portions of the Grant due under the terms of this Agreement and in no event shall Developer or any Assignee have the right to seek damages against the NMCRA. Without limiting the foregoing, the Developer waives any right to seek consequential and/or punitive damages against the NMCRA.

24. **Adjustment to Folio Numbers.** Developer and NMCRA each acknowledge that the current tax folio numbers with respect to the Property may change as a result of the redevelopment of the Property in connection with the Project. In such event, the Executive Director of the NMCRA and the Developer shall proceed in good faith to agree as to which new folio numbers are applicable to portions of the Project, based upon the adjustment in such new folio numbers by the Miami-Dade County Property Appraiser.

25. **Relationship Between Parties.** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between the NMCRA and Developer. No party can create any obligations or responsibility on behalf of the others or bind the others in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Agreement or any responsibility or obligation contemplated herein. Developer further represents and acknowledges that no one was paid a fee, commission, gift or other consideration by such party or such party's agent as an inducement to entering into this Agreement. It is expressly understood and intended that the Developer, its agents and employees, are not agents or employees of the NMCRA, but are only recipients of funding support, and Developer is not an agent or instrumentality of the NMCRA.

26. **Agreement to Run With The Land.** This Agreement, and all rights and obligations herein, shall be binding upon Developer and its respective successors and assigns and run with title to the Property. Developer represents and warrants to the NMCRA that prior to any funding under this Agreement, it shall be the fee simple owner of the Property.

27. **Budget and Appropriation.** NMCRA covenants and agrees to budget the Grant and the Recapture TIF Incentive Payment as a line item in its annual operating budget subject to NMCRA Board Approval and County Approval. NMCRA further covenants to use governmentally reasonable efforts to procure annual approval of its operating budget, including

the Grant and the Recapture TIF Incentive Payment as contemplated by this Agreement, by the County.

28. **Consultant and Professional Compensation.** Developer each has retained consultants and professionals to assist Developer with the negotiation and execution of this Agreement, and Developer may compensate those consultants and professionals at their standard hourly rate for services performed, or any other method of compensation that is considered standard and reasonable for that particular service. Notwithstanding anything to the contrary contained herein, in no event shall Developer compensate any such consultant or professional in any form that would be deemed a "bonus," "success fee" or "finder's fee" in exchange for the NMCRA Board's approval of this Agreement.

29. **Compliance with Laws.** The Developer agrees to comply with all applicable federal, state, County, laws, rules, and regulations.

30. **Miscellaneous.**

30.1 All of the parties to this Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto and shall be interpreted in accordance with its plain meaning.

30.2 In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

30.3 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, and including enforcement of this prevailing parities attorney's fees provision.

30.4 In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders, and captions and Paragraph headings shall be disregarded.

30.5 All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

30.6 Time shall be of the essence for each and every provision of this Agreement.

30.7 No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the NMCRA, in an individual capacity.

30.8 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

30.9 Developer agrees that the NMCRA may record this Agreement or a Memorandum of this Agreement in the Public Records of Miami-Dade County at Developer's expense. If the NMCRA elects to record a Memorandum, the form of Memorandum shall be agreed upon by the NMCRA and the Developer, and the Developer shall execute such Memorandum simultaneously with this Agreement.

30.10 This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought and, with respect to the NMCRA, approved by the NMCRA Board.

30.11 From time to time and upon written request from the Developer, the Executive Director, on behalf of the NMCRA, shall execute an estoppel certificate or similar certification, in form, scope and substance reasonably acceptable to the requesting party, confirming Developer's compliance with the conditions set forth in this Agreement (and/or disclosing any then failure or default by either such party).

30.12 No express or implied consent or waiver by the NMCRA to or of any breach or default by the Developer in the performance or non-performance by the Developer of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Developer of the same or any other obligations of the Developer hereunder. Failure by the NMCRA to complain of any act or failure to act of the Developer or to declare the Developer in default, irrespective of how long such failure continues will not constitute a waiver by the NMCRA of its rights hereunder. The giving of consent by the NMCRA in any one instance will not limit or waive the necessity to obtain the NMCRA's consent in any future instance.

30.13 Neither of the parties intend to directly or substantially benefit any third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

31. **Public Records.** To the extent required by law, the Developer shall comply with all public records requests for the Developer's books and records which relate to the Project and which books and records are not exempted under Chapter 119, Florida Statutes. In the event the Developer is required by law to comply with a public records request and fails to do so, the Developer shall indemnify the NMCRA and the Related Parties in accordance with Section 18 above. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

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 NMCRA SECRETARY AT (305) 895-9817, BY EMAIL AT

CITYCLERK@NORTHMIAMIFL.GOV, OR AT NORTH MIAMI CITY HALL, 776 N.E. 125TH STREET, NORTH MIAMI, FLORIDA 33161.

32. **Entire Agreement.** This Agreement constitutes the entire and integrated agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. There are no other agreements, representations or warranties other than as set forth herein. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

33. **Publicity.** The Developer shall ensure that any publicity, public relations, advertisements, and signs recognize the NMCRA as a funding source for the Project. The Developer shall permit a sign provided by the NMCRA to be placed upon the Property by the NMCRA relative to this Agreement.

34. **Developer's Required Insurance Coverages.** Developer, at Developer's expense, agrees to keep in force during the term of this Agreement:

(a) Commercial general liability insurance which insures against claims for bodily injury, personal injury, and property damage based upon, involving, or arising out of the use, occupancy, or maintenance of the Project as well as business interruption insurance.

(b) All-risk property insurance (and builder's risk insurance during any periods of construction), including theft, sprinkler leakage, and boiler and machinery coverage on all of Developer's trade fixtures, furniture, inventory, and other personal property in the Property, and on any alterations, additions, or improvements made by Developer upon the Property, all for the full replacement cost thereof. In the event of any casualty, theft, or any other damage to the Property and/or the foregoing items, Developer shall use the proceeds from such insurance for the replacement of trade fixtures, furniture, inventory, and other personal property and for the restoration of Developer's improvements, alterations, and additions to the Property but in no event shall such coverage be less than the amount of the Grant. Failure to promptly perform such replacement and/or restoration shall be a material default of this Agreement by the Developer entitling the NMCRA to its rights and remedies hereunder.

All policies required to be carried by Developer hereunder shall be issued by and binding upon an insurance company licensed to do business in the State of Florida with a rating of at least "A-VIII" or better as set forth in the most current issue of Best's Insurance Reports, unless otherwise approved by the NMCRA. Developer shall not do or permit anything to be done that would invalidate the insurance policies required herein. Certificates of insurance, acceptable to NMCRA, evidencing the existence and amount of each insurance policy required hereunder shall be delivered to NMCRA prior to disbursement of any Grant proceeds and thereafter no more than (10) days following each renewal date. Certificates of insurance for insurance required to be maintained as set forth above shall include an endorsement for each policy showing that the NMCRA is included as an additional insured. Further, the certificates must include an endorsement for each policy whereby the insurer agrees not to cancel, non-renew, or materially alter the policy without at least thirty (30) days' prior written notice to the NMCRA. The limits

of insurance shall not limit the liability of Developer or relieve Developer of any obligation hereunder.

35. **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 MIAMI-DADE COUNTY, FLORIDA; (B) CONSENTS TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING; AND (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. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.**

36. 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 directly or indirectly from delays caused by strikes, picketing, acts of God, tropical storms, hurricanes, tornados, war, governmental action or inaction, acts of terrorism, emergencies, pandemics or other causes beyond either party's reasonable control which shall have been communicated by written notice to the other party within seven (7) days of the happening of such event. 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) plus a reasonable recovery period.

37. Florida Live Local Act. Notwithstanding anything to the contrary set forth in this Agreement, if during the Term of this Agreement, 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 (a) this Agreement shall immediately terminate and become null and void by operation of law without any further action or notice by either party, (b) the NMCRA shall have no further obligations under this Agreement including, but not limited to, the disbursement of Grant proceeds and (c) the Developer shall not be entitled to any further Recapture TIF Incentive Payment(s) and/or Grant proceeds except for any Base Recapture TIF Incentive Payment(s) for which real estate taxes for the Property have previously been paid. Notwithstanding the foregoing, the provisions of this Section 37 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 NMCRA to enter into this Agreement as the creation of Incremental TIF by the Project is a condition precedent pursuant to the CRA Tax Increment Recapture Incentive Program and (y) waives any claim that this provision is unenforceable.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

DEVELOPER:

1125 REAL ESTATE INVESTMENTS LLC, a Florida limited liability company

By: _____
Sebastien Scemla
Manager

By: _____
John Lago
Manager

NMCRA:

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic

By: _____
Anna-Bo Emmanuel, Esq.
Executive Director

Attest:

By: _____
Vanessa Joseph, Esq.
NMCRA Secretary

Approved as to form and legal sufficiency:

By: _____
Taylor English Duma LLP
NMCRA Attorney

STATE OF FLORIDA)
SS:
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me by means of (check one) [✓] physical presence or [ ] online notarization this 2 day of May, 2025, by Anna-Bo Emmanuel, as Executive Director of the North Miami Community Redevelopment Agency, a public body corporate and politic, on behalf of the Agency, who (check one) [✓] is personally known to me or [ ] has produced a Florida driver's license as identification.

Notary Public
Print Name: Jimmy Joseph

My Commission Expires:

JIMMY JOSEPH
MY COMMISSION # HH 659765
EXPIRES: April 1, 2029

STATE OF FLORIDA)
SS:
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me by means of (check one) [✓] physical presence or [ ] online notarization this 2 day of May, 2025, by Sebastien Scemla, as Manager of PARTNERS OF THE GARDENS DISTRICT, LLC, a Florida limited liability company, on behalf of the company, who (check one) [✓] is personally known to me or [ ] has produced a Florida driver's license as identification.

Notary Public
Print Name: LORI LAQUATRA

My Commission Expires:

LORI LAQUATRA
Commission # HH 650378
Expires March 15, 2029

STATE OF FLORIDA)
SS:
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me by means of (check one) [✓] physical presence or [ ] online notarization this 2 day of May, 2025, by John Lago, as Manager of PARTNERS OF THE GARDENS DISTRICT, LLC, a Florida limited liability company, on behalf of the company, who (check one) [✓] is personally known to me or [ ] has produced a Florida driver's license as identification.

Notary Public
Print Name: LORI LAQUATRA

My Commission Expires:

LORI LAQUATRA
Commission # HH 650378
Expires March 15, 2029

Exhibit "A"

Legal Description of Property

PARCEL 1:

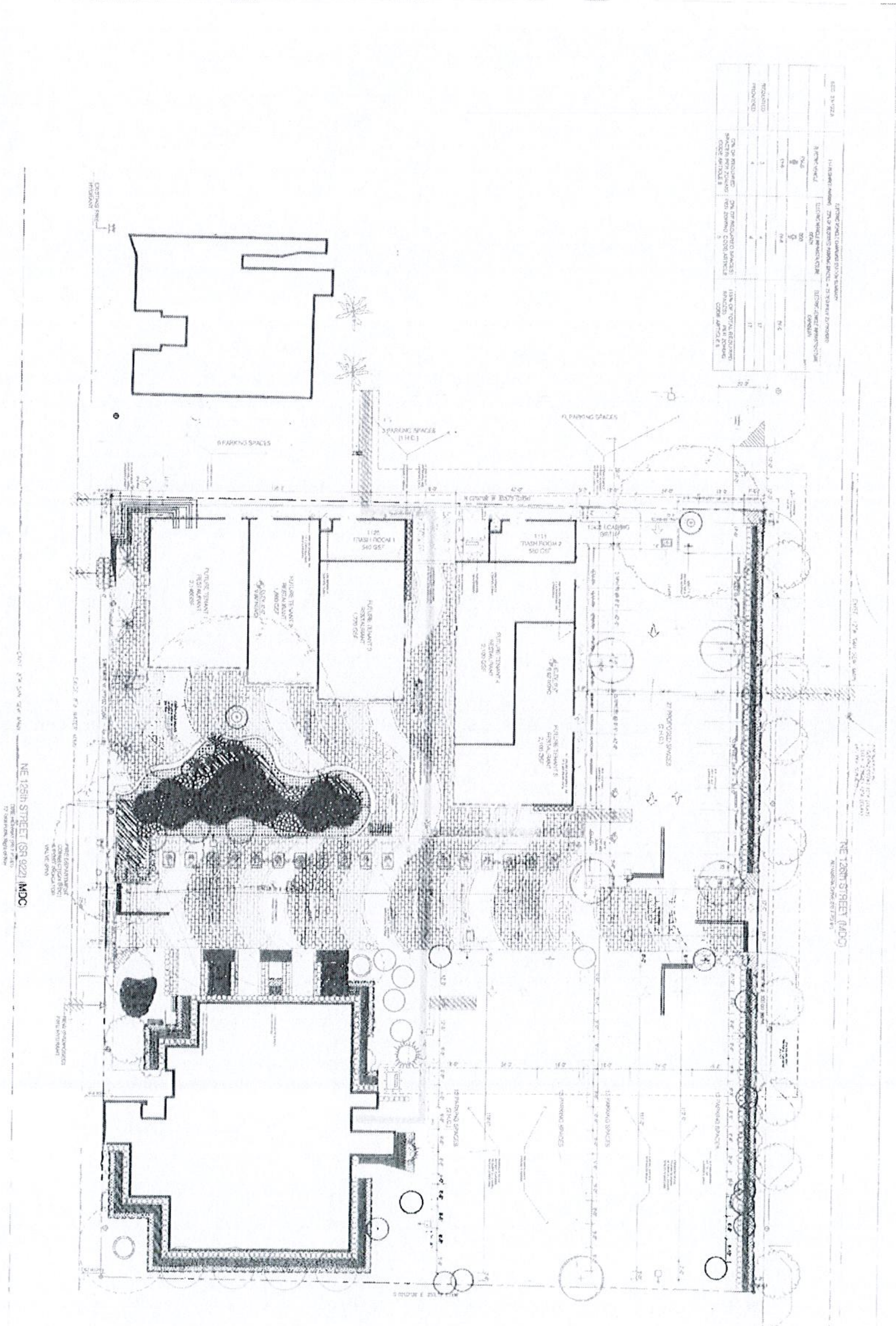
The West 20 feet of Lot 12, and all Lots 13 and 14 inclusive, and Lots 48 thru 51 inclusive, and the West 20 feet of Lot 52, of DIXIE HIGHWAY ESTATES, according to the Plat thereof, as recorded in Plat Book 7, at Page 61, of the Public Records of Miami-Dade County. Florida, together with that 10 feet alley between said Lots 13 & 14 and Lots 48 thru 51 and between said West 20 feet of Lot 12 and the West 20 feet of Lot 52, which was vacant and abandoned by Resolution No. 1479 by the City of North Miami, Florida originally recorded in O.R. Book 7437, Page 995 and in O.R. Book 7438, Page 4, and less the South 16.25 feet of said Lots 48 thru 51 inclusive and less the South 16.25 feet of the West 20 feet of Lot 52, which was previously acquired for R/W for NE 125th Street; AND

PARCEL 2:

The South 20 feet of the 50 feet of right-of-way for N.E. 126th Street, as dedicated by DIXIE HIGHWAY ESTATES, as recorded in Plat Book 7, at Page 61, of the Public Records of Miami-Dade County, Florida, that lies North of and adjacent to the West 20 feet of Lot 12, and all of Lots 13 and 14, inclusive, of said Plat. Said 20 feet of right-of-way was vacated by the City of North Miami by Resolution No. 1525 recorded in O.R. Book 9725, Page 733 and in O.R. Book 10454, Page 1797, both of the Public Records of Miami-Dade County, Florida.

Exhibit "B"

Approved Site Plan



BEHAR • FONT & PARTNERS . P . A .

THE GARDENS

A PROPOSED COMMERCIAL DEVELOPMENT

1111 NE 125th STREET, NORTH MIAMI, FL 33181

ARCHITECTURE
PLANNING
INTERIORS

SITE PLAN

A-1.00

Exhibit "C"

Estimated TIF

1111 NE 125th St

Tax Year	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	Total
Current																						
Taxable Land Value	$ 1,558,000																					
Taxable Improvements Value	$																					
Total Value	$ 1,558,000																					
Base Value	$ 1,558,000	$ 1,604,740	$ 1,652,882.20																			
New Construction Value	$ -	$ -	$ 2,940,000.00																			
New Total Value	$ 1,558,000	$ 1,604,740	$ 4,592,882	$ 4,730,668	$ 4,872,589	$ 5,018,766	$ 5,169,329	$ 5,324,409	$ 5,484,142	$ 5,648,668	$ 5,818,126	$ 5,992,670	$ 6,172,450	$ 6,357,623	$ 6,548,352	$ 6,744,802	$ 6,947,146	$ 7,155,561	$ 7,370,228	$ 7,591,334	$ 7,819,075	
Incremental Value		$ -	$ 3,034,882	$ 3,125,929	$ 3,267,849	$ 3,414,026	$ 3,564,589	$ 3,719,669	$ 3,879,402	$ 4,043,926	$ 4,213,386	$ 4,387,930	$ 4,567,710	$ 4,752,883	$ 4,948,612	$ 5,140,062	$ 5,342,404	$ 5,550,821	$ 5,765,488	$ 5,986,594	$ 6,214,335	
CRA Revenue																						
City TIF	$ 11,529		$ 22,458	$ 23,132	$ 24,182	$ 25,264	$ 26,378	$ 27,526	$ 28,708	$ 29,925	$ 31,179	$ 32,471	$ 33,801	$ 35,171	$ 36,583	$ 38,036	$ 39,534	$ 41,076	$ 42,665	$ 44,301	$ 45,986	$ 528,374.68
County TIF	$ 7,126		$ 13,882	$ 14,298	$ 14,947	$ 15,616	$ 16,304	$ 17,014	$ 17,744	$ 18,497	$ 19,272	$ 20,070	$ 20,893	$ 21,740	$ 22,612	$ 23,511	$ 24,436	$ 25,389	$ 26,371	$ 27,383	$ 28,424	$ 388,483.49
Total CRA TIF from Project	$ 18,655		$ 36,340	$ 37,430	$ 39,129	$ 40,880	$ 42,682	$ 44,539	$ 46,452	$ 48,422	$ 50,451	$ 52,541	$ 54,694	$ 56,911	$ 59,195	$ 61,547	$ 63,970	$ 66,466	$ 69,036	$ 71,683	$ 74,410	$ 1,016,778.17
Incentive																						
50% TIF	0.5		$ 18,170	$ 18,715	$ 19,565	$ 20,440	$ 21,341	$ 22,270	$ 23,226	$ 24,211	$ 25,226	$ 26,271	$ 27,347	$ 28,456	$ 29,597	$ 30,774	$ 31,985	$ 33,233	$ 34,518	$ 35,842	$ 37,205	$ 508,389
Project																						
Estimate of Building Value	$ 4,200,000																					
Total Per Sqft	$ 350																					
Stabilized Completion (Taxable Year)	2025																					
Total Square Feet	12000																					
Estimate of Taxable Value	$ 4,730,669																					
Annual Taxable Value Escalator	3.0%																					
Taxable Value Multiplier	70%																					
City Millage	7.4000																					
County - Wide Millage	4.5740																					
CRA Share	95%																					
Effective Rate	2.4660%																					

Estimated Assessed Value	$ 1,558,000.00
New Estimate Asses Value	$ 4,592,882.00
Tax %	0.02466
Current Taxes	$38,420.28
Estimated New Taxes on Completion	$ 113,260.47
Incremental Value	$ 74,840.19

Buy down to Cheaper Price	38	#######	$ 2,683.00	##########	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!

Exhibit "D"

Scope of Work

Professional & Other Related	Allowance Amount	Previously Incurred	Incurred this Period	Total Incurred
Architecture & Engineering	$ 95,000.00			$ -
A&E Contract Administration	$ 24,000.00			$ -
Traffic Consultant	$ 2,000.00			$ -
Geotechnical	$ 6,447.00			$ -
Civil Engineering	$ 31,500.00			$ -
Sustainability Consultant	$ 26,000.00			$ -
Various Misc. Owner Consultants	$ 35,000.00			$ -
Permit Fees	$ 100,000.00			$ -
Owners Construction Representative	$ 181,000.00			$ -
Total Professional & Other Related	**$ 500,947.00**	**$ -**	**$ -**	**$ -**
Relocation - Breakdown				
Utility Connections and Relocations	$ 271,977.00			$ -
Total Relocation	**$ 271,977.00**	**$ -**	**$ -**	**$ -**
Fixtures & Materials				
Plumbing - PVC, Risers, Conduit, Underground, and Fixtures	$ 127,500.00			$ -
Wiring devices, Electrical, PVC, Risers, Conduit, Underground and common areas Building	$ 316,800.00			$ -
Fire System	$ 79,950.00			$ -
Total - Materials Allowance Current	**$ 524,250.00**	**$ -**	**$ -**	**$ -**
Additional Scope				
Bike Racks	$ 17,250.00			$ -
Land Scaping & Irrigation	$ 135,000.00			$ -
Outdoor Lighting	$ 25,000.00			$ -
Public Art - Rain Garden	$ 32,000.00			$ -
Total - Additional Scope	**$ 209,250.00**	**$ -**	**$ -**	$ -
Total Professional & Other Related Costs plus Materials	**$ 1,506,424.00**	**$ -**	**$ -**	$ -