

PROPERTY DISPOSAL AND REDEVELOPMENT AGREEMENT

THIS PROPERTY DISPOSAL AND REDEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of this _____ day of August, 2025 (the "Effective Date"), by and between **PAUL BAZILE**, an individual (the "Developer") and the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a body public and corporate of the State of Florida (the "NMCRA").

RECITALS

1. The NMCRA is the owner of the real property located in the City of North Miami, Florida (the "City") with an address of 12505 N.W. 11th Avenue, as more particularly described on Exhibit "A" attached hereto (the "Property"), which Property the NMCRA desires to be redeveloped within the NMCRA Community Redevelopment Area.

2. At the NMCRA Special Board meeting held on February 25, 2025, the NMCRA Board authorized the Executive Director to negotiate the disposal and redevelopment of the Property with the Developer for the Project (as defined in Section 2.2).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein set forth, the Developer and NMCRA 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 (a) NMCRA shall transfer the Property to the Developer and (b) Developer shall redevelop the Property. The parties acknowledge that the Developer has previously submitted a Proposal to the NMCRA for the development of the Property. The Property shall be redeveloped in substantial accordance with the Proposal, the Site Plan (as defined in Section 3.4) and Applicable Laws (as defined in Section 2.3) with the Project to be completed in accordance with the terms and conditions of this Agreement, by the Developer on a "turn-key" basis. In the event of any conflict between the Proposal and this Agreement, the terms and conditions of this Agreement shall control. 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. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that the NMCRA and the Lender may have the same or similar requirements for certain Project tasks and milestones, as well as the timeframes for the performance thereof. In such case where there is redundancy of Project tasks and milestones, the NMCRA agrees that the timeframes of the Lender shall control.

2.2 Project. Subject to Section 4.5(a) below, the Project consists of single-family home with parking, landscaping 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 NMCRA 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 Property Disposal and 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 (a) the Florida Local Government Development Act (F.S. 163.3220 – 163.3243) and (b) Section 252.363, Florida Statutes. Developer acknowledges and agrees that it is not entitled to the tolling and extension provisions of Section 252.363, Florida Statutes, with respect to any time periods set forth in this Agreement; provided, however, the foregoing shall not affect the application of the tolling and extension provisions of Section 252.363, Florida Statutes, to any Development Approvals from Governmental Authorities which are entitled to the tolling and extension provisions of Section 252.363, Florida Statutes.

“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 2.2) and the Florida Building Code.

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

“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.

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

“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.

“Governmental Authorities” shall mean the United States Government, the State of Florida, Miami-Dade 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.

“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 NMCRA and, except for HUD, such approval shall take into account the reputation, financial condition and legal qualifications of such entity.

“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 Loan shall be from a Lender and is subject to the approval of the NMCRA. At a minimum, the Loan shall be (a) on commercial reasonable terms in the context of the then market conditions, (b) require a personal guaranty from the Developer (c) include a Step-In Agreement in order for the NMCRA to exercise its rights set forth in Section 4.3 and (d) such other terms and conditions and the NMCRA deems necessary including, but not limited to, the terms and conditions set forth in Section 4.4.

“Purchase Price” shall mean the amount of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) which shall be paid by Developer to the NMCRA upon the conveyance of the Property from the NMCRA to the Developer.

Such other defined terms as defined in this Agreement.

Section 3. Pre-Development.

3.1 Due Diligence Inspection. During the Inspection Period, NMCRA 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 NMCRA 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 NMCRA, Developer is accompanied by a representative of NMCRA and (iii) Developer or Developer’s agents or contractors, as applicable, furnishes to NMCRA a certificate of insurance acceptable to NMCRA naming NMCRA as an additional insured and with an insurer and insurance limits and coverage reasonably satisfactory to NMCRA. Developer and its agents and representatives shall not perform any invasive testing without the prior written consent of NMCRA, 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 NMCRA from and against any and all expense, loss or damage which NMCRA 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 NMCRA 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 NMCRA, copies of all such audits and assessments obtained by Developer. 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 NMCRA 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 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 NMCRA 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 NMCRA 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. NMCRA 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 NMCRA in the ordinary course of NMCRA'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 NMCRA 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 NMCRA with an updated pre-development plan and updated budget. The updated pre-development shall be then referred to as the "Development Plan" and the updated budget shall be then referred to as the "Development Budget." The Development Plan shall include the following information: (a) a description in reasonable detail of the development requirements; (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) a description of the Developer Equity (including sources thereof and proof of funds) and the Loan; (e) such other information as the NMCRA may reasonably request; and (f) any relevant information provided by the NMCRA to the Developer. 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 thirty (30) days after the expiration of the Inspection Period, the Developer shall submit to the NMCRA for its review and approval (a) a schedule which shall serve as the Developer's time frame for performance with respect to obtaining the Development Approvals and (b) Site Plan application and other submittals required to obtain the Development Approvals, such approval for each 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 NMCRA hereby agrees to execute and deliver to the Developer in the NMCRA's capacity as the owner of the Property all applications and other submittals required to obtain the Development Approvals. If the Developer fails to perform (a) and/or (b) within the thirty (30) day period and the Developer does not cure such failure within ten (10) days following receipt of written notice from the NMCRA to the Developer, then this Agreement may be terminated by the NMCRA 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 NMCRA's joinder is requested contain material financial obligations binding (or which may become binding) upon NMCRA, 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 NMCRA'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 NMCRA shall cooperate with the Developer in processing all necessary Development Approvals to be issued by the City as well as all other Governmental Authorities. 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 NMCRA 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 NMCRA 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. The NMCRA 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 NMCRA's obligation in the foregoing sentence is conditioned on such good faith efforts not requiring the NMCRA to pay any costs or expenses therefore. If such good faith efforts require the NMCRA to expend funds including, but not limited to, legal fees or project management costs (including NMCRA and/or City staff), the NMCRA 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 site plan and elevations to the NMCRA for the Project as referenced on Exhibit "B" attached hereto (the attached site plan and elevations are collectively, the "Site Plan"). The NMCRA hereby acknowledges and agrees that the Site Plan is acceptable to the NMCRA. 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 NMCRA, which approval shall not be unreasonably withheld, delayed or conditioned; provided, however such approval may be withheld in the NMCRA'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 requested change, alteration or modification so that (i) in the aggregate with all other changes, alterations and modifications increases or decreases the square footage of the building by ten percent (10%) or more and/or (ii) deletes any Project amenities. 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 NMCRA, which approval shall not be unreasonably withheld, conditioned or delayed.

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 NMCRA 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. NMCRA 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 NMCRA 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 NMCRA 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 NMCRA, the Plans and Specifications in the form submitted shall be deemed approved by NMCRA. 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 NMCRA 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 NMCRA 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 NMCRA. Developer is hereby authorized to make Permitted Changes without NMCRA approval. A "Permitted Change" shall mean (i) a change which is required to be made to comply with Applicable Laws, 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 as approved by the NMCRA; (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; and (iv) a change which is made to correct inconsistencies in various Construction Documents. The Developer shall provide written notice to the NMCRA 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 NMCRA as soon as reasonable possible thereafter. The approval or deemed approval by the NMCRA of any Plans and Specifications, site plans, designs or other documents submitted to NMCRA 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 Proof of Financing Plan and Developer Equity. The parties acknowledge and agree that the Proposal contend a general financing plan acceptable to the NMCRA. However prior to the expiration of the Inspection Period, Developer shall provide the NMCRA with (a) an updated financing plan in a form and substance acceptable to the NMCRA in all respects including, but not limited to, a preliminary construction loan commitment or equity financing in a form and substance acceptable to the NMCRA in all respects and (b) in the case of a construction loan evidence of such will be as set forth on Exhibit "D" to be attached hereto and the substance of which shall be acceptable to the NMCRA in all respects. If such evidence of financing plan is not acceptable to the NMCRA upon a reasonable and good faith basis, then (after written notice and ten (10) Business Day opportunity to cure), the NMCRA shall have the right to terminate this Agreement. If the NMCRA so elects to terminate this Agreement pursuant to this Section 3.8, 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.

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 NMCRA, the NMCRA 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 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 NMCRA. Substantial Completion shall occur not later than the Substantial Completion Date (as defined below) and Final Completion shall occur no later than ninety (90) 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 a number of months from the issuance of the Notice to Proceed subject only to a day for day extension for events of Force Majeure. The Developer and NMCRA agree that the Substantial Completion Date shall be no more than twelve (12) months from the date of issuance of the building permit, 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, 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 Miami-Dade County.

4.2 Construction Contract. Within ninety (90) days following the expiration of the Inspection Period, 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 NMCRA. Prior to entering into each Construction Contract, the Developer shall submit the initial and final forms of the Construction Contract to the NMCRA 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 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, design professional, consultant, contractor or subcontractor (for themselves and their agents, employees, invitees and licensees) in favor of the NMCRA relating to their acts or omission arising from, related to, or in connection with their portion of the Work, (b) a requirement that the NMCRA be copied on all notices of default from the Developer to the General Contractor, 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 NMCRA, at the NMCRA's option, in the event of an uncured default by Developer, and the assumption of the applicable contract by the NMCRA (subject to Lender's rights as provided in the Step-In Agreement); provided, however, that as between the NMCRA 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 NMCRA 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 NMCRA 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 NMCRA and any contractor, subcontractor, consultant or subconsultant (other than the benefit in favor of the NMCRA of certain provisions as set forth in the applicable contracts) unless expressly agreed to in writing by the NMCRA .

4.3 Financing of Project. The Developer represents to the NMCRA that the Developer may need to obtain a Loan (as defined below) for the Project. Alternatively, the Developer may finance the Project on an equity basis. If the Developer intends to obtain a Loan, the Developer will provide a commitment letter issued by a Lender to the NMCRA, which loan commitment letter shall specifically include those matters set forth in the definition of 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 Loan in an amount consistent with the Development Budget and close the Loan within ninety (90) days following receipt of the Development Approvals. The Developer shall provide the loan package to the NMCRA and shall permit the NMCRA to negotiate any revisions to the loan documents directly with the Lender. If the Developer fails to close on the Loan within ninety (90) days following receipt of the Development Approvals or cannot otherwise provide evidence to the reasonable satisfaction NMCRA that the Developer has adequate funding to complete the Project, and cannot cure such failure within fifteen (15) days following written notice from the NMCRA to the Developer of such failure; and, the NMCRA 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. To the extent Developer is able to obtain a commitment letter and loan document package for the Loan, provided that the Developer has met all other conditions precedent under Section 5.1 below (other than obtaining the Loan) and any other conditions precedent to the closing of the Loan, the Developer shall be obligated to close on the Loan. The failure of the Developer to close on the Loan shall be considered a material default of this Agreement entitling the NMCRA 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 NMCRA of each notice of default given to Developer under the loan documents and (ii) the NMCRA 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 NMCRA or its designee as performance by the Developer. The NMCRA 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 Loan, the NMCRA shall join in and execute the loan documents, provided such documents are non-recourse to the NMCRA. Similarly, the NMCRA agrees to process for approval by the NMCRA Board any amendments to this Agreement required by the Lender making the Loan; provided, however, such amendments do not result in any financial obligations or recourse to the NMCRA 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 NMCRA Board in approving such amendments. The Developer acknowledges and agrees such amendments are subject to the approval of the NMCRA 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 Loan or written notice from the Developer to the NMCRA 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 NMCRA in all respects, and upon the payment of the Purchase Price by the Developer to the NMCRA by wire transfer in immediately available funds, the NMCRA shall convey 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 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. 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 NMCRA's legal counsel and in a form and substance reasonably acceptable to the NMCRA in all respects that provides for, among other things, the maintenance, repair and replacement of the improvements on the Project so that it remains consistent with the Site Plan for a period of fifteen (15) years, subject to any and all modifications to the Site Plan approved by the NMCRA from time to time. The Declaration shall contain a provision that, in the event of an uncured breach of the terms and conditions of the Declaration, the then owner of the Property shall pay to the NMCRA an amount equal to Three Hundred Thirty Six Thousand Seven Hundred Sixty and 00/100 Dollars (\$336,760.00) as amortized on a straight line basis over the fifteen (15) year period at the time of the uncured breach (the "Clawback"). The NMCRA 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.

4.5 Occupancy Requirement; Affordable Housing Requirement upon Sale or Transfer. The Developer acknowledges and agrees that integral elements of the Project are certain occupancy and Affordable Housing commitments consisting of the following two (2) requirements:

(a) Occupancy Requirement. For a period of fifteen (15) years following the Project Completion Date, the Project shall remain owner occupied by the Developer as the Developer's primary residence and homestead for real estate property tax purposes (the "Occupancy Requirement"). Developer shall provide the NMCRA with proof of compliance with the Occupancy Requirement in January of each calendar year. The foregoing Occupancy Requirement shall be included in the Declaration and is subject to the Clawback.

(b) Affordable Housing. Notwithstanding the Occupancy Requirement, the Developer may sell the Project prior the expiration of the fifteen (15) year period, provided that the Project is sold as Affordable Housing. "Affordable Housing" as such term is used in this Agreement is defined by Miami-Dade County from time to time pursuant to the Miami-Dade County Guidelines as Moderate Income (household must earn one hundred twenty percent [120%] or less of the median income for Miami-Dade County). In connection with any proposed sale of the Project, (a) the contract for sale and purchase of Project shall be conditioned upon the NMCRA's approval of the purchaser as an Affordable Housing purchaser, (b) the Developer shall provide the NMCRA with such documentation as necessary to evidence whether the purchaser qualifies for the Affordable Housing and (c) the deed to the Affordable Housing purchaser contains a covenant restricting the Project as Affordable Housing for the remainder of the fifteen (15) year period following the Project Completion Date, which deed shall be subject of the review and approval of the NMCRA. The foregoing Affordable Housing obligation shall be included in the Declaration and is subject to the Clawback.

4.6 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.

Section 5. Performance of the Work.

5.1 Developer shall commence the Work immediately following the 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 NMCRA 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 Loan (c) the Developer has closed on the Loan, (d) the Development Plan has been approved by the NMCRA (provided Developer has submitted such to the NMCRA as required by this Agreement), (e) a written amendment to this Agreement setting forth the Substantial Completion Date has been executed and delivered by the parties, (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 Notice to Proceed has been issued by the NMCRA to the Developer, which Notice to Proceed shall not be issued until receipt of all Development Approvals. 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 Loan and the Lender requires the Bonds, Developer shall obtain and provide to the NMCRA the Bonds (as defined below) and cause its General Contractor to obtain and deliver to the NMCRA, 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 NMCRA (collectively referred to herein as the "Bonds") for the Project, which Bonds shall be dual obligee bonds in favor of Developer and the NMCRA. 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 NMCRA as obligees: and (b) be in a form and substance reasonably satisfactory to the NMCRA 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 Miami-Dade 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 NMCRA 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 NMCRA or arises in connection with the NMCRA performing its obligations hereunder. NMCRA 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 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 date of Final Completion. Subject to the foregoing warranty, all maintenance and repair obligations with respect to the Work shall be the responsibility of the Developer (for warranty items only) and townhouse unit purchasers.

Section 6. Books and Records.

6.1 Developer and its General Contractor and subcontractors shall preserve and make available, at reasonable times for examination and audit by NMCRA, 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 NMCRA to be applicable to Developer's and its General Contractor's and subcontractors' records, Developer and its General Contractor and 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 General Contractor and subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for NMCRA's disallowance and recovery of any payment upon such entry. Developer shall, by written contract, require its General Contractor and subcontractors to agree to the requirements and obligations of this Section 6. Nothing herein shall prevent the Developer from claiming that any of its records that may be requested in a public records request are exempt from disclosure.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE NLCRA 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.

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 NMCRA of its obligations under this Agreement.

Section 8. Default; Termination.

8.1 Developer Default. An "Event of Default" or "default" entitling NMCRA 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 NMCRA 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 NMCRA with written notice within fifteen (15) days of receipt of the NMCRA's default notice advising the NMCRA 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 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 NMCRA; 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, 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 NMCRA; 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 NMCRA 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 generally fail to pay debts as such debts become due or shall admit in writing its or their inability to pay its or their debts. as such debts become due or 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 Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), 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 Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), 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 NMCRA 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 NMCRA Default. An "Event of Default" or "default" entitling the Developer to its remedies below shall occur if the NMCRA 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 NMCRA; 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 NMCRA 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 NMCRA's receipt of the original written default notice. Upon the occurrence of an Event of Default by the NMCRA, the Developer may terminate this Agreement upon seven (7) days written notice to the NMCRA 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 NMCRA shall be entitled to its rights and remedies as set forth in Section 8.3 above. Additionally, the NMCRA shall have the right, but not the obligation, to require the Property to be conveyed by the Developer back to the NMCRA. In the event that the NMCRA elects to exercise such right, then the Developer shall execute and deliver a Special Warranty Deed conveying the Property to the NMCRA 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 NMCRA 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 NMCRA 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 NMCRA shall request pertaining to the Project;

(b) Assign such existing contracts relating to the development of the Project as the NMCRA 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 NMCRA 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 NMCRA; and (iii) not destroy originals without first offering to deliver the same to the NMCRA.

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 NMCRA with ability to enforce its rights and remedies hereunder.

Section 9. Indemnification.

9.1 Indemnification by the NMCRA. Subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, as such may be amended, the NMCRA 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 NMCRA or from a failure of the NMCRA to perform its obligations under this Agreement. Notwithstanding the foregoing, the NMCRA 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 NMCRA, 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 NMCRA 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 NMCRA 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 NMCRA. 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.

9.4 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 maintain standard homeowner's insurance including casualty and liability.

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

(c) Professional liability insurance with respect to all design professionals 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) 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.

(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 NMCRA are named as additional insureds on all policies (except for professional liability insurance) required of the General Contractor and all subcontractors brought onto the Property. Developer shall require the insurers to waive all rights of subrogation with respect to the NMCRA and the Developer.

10.3 Certificates of Insurance. Developer shall obtain and keep on file and provide to the NMCRA Certificates of Insurance for the General Contractor and all subcontractors brought onto the Property. Developer must obtain the NMCRA'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. NMCRA 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 available, the Developer agrees that its policy will include such a waiver or an endorsement to that effect. This waiver of subrogation shall apply regardless of the cause or origin of the loss or damage, including negligence of the parties hereto, except that it shall not apply to willful conduct.

Section 11. Representations and Warranties. The Developer represents and warrants to the NMCRA as follows:

(a) That (i) 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 (ii) 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 with sufficient financial resources to commence and complete the Project as evidenced by the Developer Equity, subject to the closing of the Loan.

(d) The general contractor for the Project is _____ and the architect for the Project is _____.

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. Developer represents and agrees 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. Any Transfer by the Developer shall be void ab initio and, in addition to all rights and remedies of the NMCRA herein, the Developer shall convey, or cause the transferee to convey, the Property back to the NMCRA by warranty deed immediately upon notice by the NMCRA to the Developer. The foregoing Restrictions on Transfer prior to Project Completion Date shall be included in the Declaration and is subject to the Clawback.

Section 13. Inspections.

13.1 Upon no less than twenty-four (24) hours prior notice (which for purposes hereof may include oral and/or telephone notice) the NMCRA shall have reasonable access to the Work for inspection thereof provided that NMCRA’s inspections do not interfere with the Work, but NMCRA shall not be obligated to conduct any such inspection. The Developer shall provide proper and safe facilities for such access and inspection by the NMCRA. 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.

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

Section 14. No Liens. 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, 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 NMCRA from all claims, losses, demands, causes of action, expenses including attorneys’ fees, or suits of whatever nature arising out of any such lien.

Section 15. Miscellaneous

15.1 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 (airmail or international) 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 NMCRA:

North Miami Community Redevelopment Agency
735 NE 125th Street, Suite 100
North Miami, Florida 33161
Attn: Anna-Bo Emmanuel, Esq., Executive Director

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

Taylor Duma LLP
2 S. Biscayne Boulevard
Suite 2500

Miami, Florida 33131
Attn: Steven W. Zelkowitz, Esq.

(b) If to the Developer:
Paul Bazile
1185 N.W. 132nd Street
North Miami, Florida 33168

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

Attn: _____

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.

15.2 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.

15.3 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 NMCRA (which may be withheld in the NMCRA's sole discretion). The NMCRA shall not assign its respective rights and/or obligations under this Agreement.

15.4 Project Representatives. The NMCRA hereby appoints the NMCRA Executive Director to serve as its representative. The NMCRA Executive Director shall have the right and authority to provide all consents and approvals, and take other actions, required hereunder on behalf of the NMCRA; provided, however, (i) the NMCRA Executive Director shall obtain the consent of the NMCRA Board of Directors to the extent required by Applicable Laws, and (ii) the NMCRA Executive Director may, in the NMCRA Executive Director's discretion, submit any matter to the NMCRA Board for their review and approval. The Developer is its own representative and shall have the right and authority to provide all consents and approvals, and take other actions, required hereunder on behalf of the Developer.

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

15.6 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.

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

15.8 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.

15.9 No Joint Venture. The Developer shall not be deemed to be a partner or a joint venturer with the NMCRA, 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.

15.10 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.

15.11 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.

15.12 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.

15.13 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.

15.14 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.

15.15 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.

15.16 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 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).

15.17 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 NMCRA or

the Developer) shall have any right or claim against the NMCRA or the Developer by reason of those provisions or be entitled to enforce any of those provisions against the NMCRA or the Developer.

15.18 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.

15.19 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.

15.20 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.

15.21 Signage. Subject to the reasonable approval of the NMCRA 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 NMCRA shall have the right to place its own signage on the Property indicating the NMCRA is a sponsor of the Project.

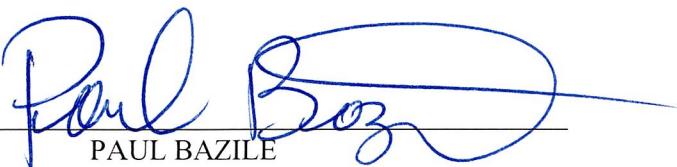
15.22 Construction. This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Agreement to be drafted.

15.23 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 MIAMI-DADE 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.

[SIGNATURE PAGE FOLLOWS]

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.

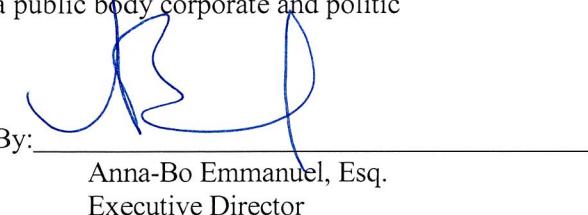
DEVELOPER:



PAUL BAZILE

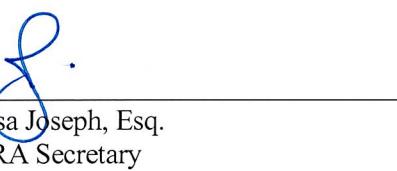
NMCRA:

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 Duma LLP
NMCRA Attorney