

**BEFORE THE FLORIDA HOUSING FINANCE CORPORATION**

MHP FL I, LLC,

Petitioner,

vs.

RFA 2020-203  
FHFC Case No. 2021-016BP

FLORIDA HOUSING FINANCE  
CORPORATION,

Respondent.

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FLORIDA HOUSING  
FINANCE CORPORATION

**FORMAL WRITTEN PROTEST AND  
PETITION FOR FORMAL ADMINISTRATIVE HEARING**

Petitioner MHP FL I, LLC (“MHP”) files this Formal Written Protest and Petition for Formal Administrative Hearing (“Petition”) pursuant to section 120.57(3), Florida Statutes, Rules 28-110.003 and 67-60.009, Florida Administrative Code, and Section Six of Request for Applications 2020-203, Housing Credit Financing for Affordable Housing Developments Located in Miami-Dade County (“RFA”). Through this Petition, MHP challenges a number of the applications submitted in response to the RFA and to protect its position as a funded applicant under the RFA.

**Parties**

1. Petitioner MHP FL I, LLC is a limited liability company organized under the laws of the State of Florida. MHP is named in and submitted the application for the Southpointe Vista development (Application No. 2021-163C) (“Southpointe Vista”). For purposes of this proceeding, MHP’s address and telephone number are those of its undersigned counsel.

2. Respondent Florida Housing Finance Corporation (“Florida Housing”) is the agency affected by this Petition. Florida Housing’s address is 227 N. Bronough Street, Suite 5000,

Tallahassee, Florida, 32301.

### **Statement of Ultimate Facts**

#### **Background**

3. Florida Housing is designated as the housing credit agency for the State of Florida within the meaning of section 42(h)(7)(A) of the Internal Revenue Code and has the responsibility and authority to establish procedures for allocating and distributing low-income housing tax credits (“Housing Credits”). § 420.5099, Fla. Stat.

4. On August 26, 2020, Florida Housing issued the RFA seeking applications proposing the development of affordable multifamily housing located in Miami-Dade County. (RFA § 1, p. 2.)<sup>1</sup> Through the RFA Florida Housing indicated its intent to award up to an estimated \$7,420,440 of Housing Credits for proposed developments located in Miami-Dade County. (*Id.*)

5. Florida Housing’s selection of applications for funding turns on a complicated methodology, with numerous steps within that process being outcome determinative.

6. Pursuant to the RFA, each application is assigned a lottery number which may be relevant to funding determinations as described in more detail below. (RFA § 3, p. 5.)

7. Each application is reviewed to ensure it meets certain eligibility requirements. (RFA § 5.A.1, p. 66). Only applications meeting all of the eligibility items will be eligible for funding and considered for funding selection. (*Id.*)

8. Among those eligibility items are a minimum transit score and minimum total proximity score. (*Id.* at 67.)

9. An application may earn proximity points based on the development’s proximity to

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<sup>1</sup> Florida Housing modified the RFA three times, but none of these modifications is relevant for purposes of this Petition.

certain bus or rail transit and community services, as outlined in scoring charts provided in the RFA. (RFA § 4.A.5.e, p. 22.) While proximity points are not applied towards the application's total score, all applications must receive a minimum number of transit service points and achieve a minimum number of total proximity points to be eligible for funding. (*Id.*) These points also have consequences for the determination of proximity level, discussed next.

10. All applications are assigned a Proximity Level of 1 or 2, based on the number of proximity points earned by the application, with applications earning higher proximity points ranked above applications with lower proximity points. (RFA § 4.A.5.e, p. 22.) To determine the "Proximity Level 1 Cut-Off," and the dividing line between Proximity Level 1 and Proximity Level 2, the RFA states that the total number of eligible Priority I applications will be multiplied by 50 percent, and the resulting figure will be rounded up to the next whole number and constitute the Proximity Level 1 Cut-Off. (*Id.*, p. 23.) A line will be drawn below the application whose place on the list is equal to the Proximity Level 1 Cut-Off. *Id.* Applications above that line are classified as Proximity Level 1, and applications below are classified as Proximity Level 2. (*Id.*) The same determination is made with respect to Priority II applications. (*Id.*)

11. Each application deemed eligible for funding is then evaluated and scored; a maximum of 25 total points is available for each application. (RFA § 5.A.2, p. 70.)

12. Once scored, the applications are sorted. All eligible Priority I applications are sorted first, followed by any Priority II applications. (RFA § 5.B.2, p. 70.) Any tied scores are separated in the following order:

- a. First, by the application's eligibility for the Per Unit Construction Funding Preference with applications that qualify for the preference listed above applications that do not qualify for the preference;

- b. Second, by the application's eligibility for the Development Category Funding Preference with applications that qualify for the preference listed above applications that do not qualify for the preference;
- c. Next, by the application's Leveraging Classification number, with applications that have the classification of A listed above applications that have the classification of B;
- d. Next, by the application's eligibility for the Proximity Funding Preference with applications that qualify for the preference listed above applications that do not qualify for the preference;
- e. Next, by the application's eligibility for the Grocery Store Funding Preference with applications that qualify for the preference listed above applications that do not qualify for the preference;
- f. Next, by the application's eligibility for the Transit Service Funding Preference with applications that qualify for the preference listed above applications that do not qualify for the preference;
- g. Next, by the application's eligibility for the Community Service Funding Preference with applications that qualify for the preference listed above applications that do not qualify for the preference;
- h. Next, by the application's eligibility for the Florida Job Creation Funding Preference with applications that qualify for the preference listed above applications that do not qualify for the preference;
- i. Finally, by lottery number, resulting in the lowest lottery number receiving preference.

*(Id., pp. 70-71.)*

13. Once sorted, Florida Housing indicated its intent to fund applications observing the



following funding selection process:

- a. The first application selected for funding would be the highest ranking eligible Priority I family application that qualifies for the Geographic Areas of Opportunity/HUD-designated Small Area DDA (“SADDA”) Goal. If none, the first application selected for funding would be the highest ranking eligible Priority II family application for the Geographic Areas of Opportunity/SADDA Goal.
- b. The next application selected for funding would be the highest ranking eligible Priority I application that qualifies as an elderly (non-ALF) development. If there are none, then the next application selected for funding would be the highest ranking eligible Priority II application that qualifies as an elderly (non-ALF) development.
- c. The next application selected for funding would be the highest ranking eligible Priority I application that qualifies as a Tier I Urban Center Development. If there are none, then the next application selected for funding would be the highest ranking eligible Priority I application that qualifies as a Tier II Urban Center Development. If there are none, then the next application selected for funding would be the highest ranking eligible Priority II application that qualifies as a Tier I Urban Center Development. If there are none, then the next application selected for funding would be the highest ranking eligible Priority II application that qualifies as a Tier II Urban Center Development. If any application selected in this paragraph would not be fully funded, it would be entitled to receive a binding commitment for the unfunded balance.

(RFA § 5.B.4, pp. 71-72.)

14. If funding remained after selecting the three highest ranking eligible unfunded applications as outlined above, or if funding remained because there were not three eligible

applications that could be funded as outlined above, then no further applications would be considered for funding and any remaining funding would be distributed as approved by the Florida Housing Board of Directors (“Board”). (RFA § 5.B.3, p. 72.)

15. The deadline for receipt of applications was 3:00 p.m. on November 17, 2020. (RFA § 3.A.1, p. 2.)

16. Florida Housing received 50 applications in response to the RFA, including MHP’s application for the Southpointe Vista development.

17. The Review Committee met on January 13, 2021, for the individual committee members to present their scores and for the committee to carry out the funding selection process in accordance with the RFA.

18. On January 22, 2021, the Board approved the recommendation of the Review Committee to select the following three applications for funding: Residences at SoMi Parc (Application No. 2021-165C), Merrick Place (Application No. 2021-143C), and Southpointe Vista.

19. At 2:50 p.m. on January 22, 2021, Florida Housing posted on its website its Notice of Intended Decision, consisting of two documents: (1) a document entitled “RFA 2020-203 Board Approved Scoring Results”; and (2) a document entitled “RFA 2020-203 Board Approved Preliminary Awards” showing those applications recommended for funding. A copy of the intended decision is attached as **Exhibit A**.

20. At this time, Southpointe Vista is recommended for funding under the RFA’s third goal to fund one Urban Center Development as the highest ranking eligible Priority I application qualifying as a Tier I Urban Center development. However, a number of unfunded applicants have filed notices of intent to protest Florida Housing’s intended decision. The resolution of such

protests potentially jeopardizes MHP's recommended award for Housing Credits. In an abundance of caution, MHP is filing this protest to reserve the right to challenge a number of applications that should not be permitted to displace the recommended award for Southpointe Vista.

21. On January 27, 2021, MHP timely filed a notice of its intent to protest Florida Housing's intended decision. A copy of the notice is attached as **Exhibit B**.

22. In accordance with section 120.57(3), Florida Statutes, and Chapter 28-110, Florida Administrative Code, this Petition is being filed within 10 days of the date on which the notice of intent to protest was filed.

**Vista Breeze's Bus Stop Does Not Meet the Definition of a Public Bus Transfer Stop**

23. Application 2021-185C sought Housing Credits for the Vista Breeze development ("Vista Breeze"), a family demographic development. Vista Breeze was given a Proximity Level of 1 based on an award of 21 proximity points. Vista Breeze, however, was not entitled to 21 proximity points because 6 of those points were for a Public Bus Transfer Stop that did not meet the requirements of the RFA.

24. As noted above, applicants were entitled to certain proximity points for the development's proximity to bus or rail transit services. Under the RFA, an applicant was entitled to six points for a Public Bus Transfer Stop located within 0.30 miles of the development location point. (RFA § 4.A.5.e, p. 24.) A Public Bus Transfer Stop is defined in relevant part as "a fixed location at which passengers may access *at least three routes* of public transportation via buses." (RFA Ex. B, p. 93 (emphasis added).)

25. The only transit service identified in Vista Breeze's application is a "Public Bus Transfer Stop" located at latitude and longitude coordinates of 25.854854 and -80.129361. These coordinates correspond with a bus stop near the corner of 71st Street and Rue Versailles, Miami-

Dade Transit Bus Stop ID #2926. This bus stop, however, does not qualify as a Public Bus Transfer Stop as defined in the RFA because it serves only two bus routes, not three. A copy of a bus route list for Miami-Dade Transit including for Bus Stop ID #2926 is attached as **Exhibit C**.

26. The bus stop identified by Vista Breeze did not meet the RFA's definition of a Public Bus Transfer Stop. Vista Breeze was entitled to at most two points for the identified bus stop as a public bus stop within the meaning of the RFA, not a Public Bus Transfer Stop. Consequently, Vista Breeze was not entitled to 21 total proximity points, nor was it entitled to the Transit Service Preference.

**Waters Edge's Bus Stop Does Not Meet the Definition of a Public Bus Rapid Transit Stop**

27. Application 2021-139C for the Waters Edge development ("Waters Edge"), an elderly (non-ALF) development, received 21 proximity points. Waters Edge erroneously received six points for a bus stop that did not qualify as a Public Bus Rapid Transit Stop within the meaning of the RFA.

28. Under the RFA, an applicant was entitled to six points for a Public Bus Rapid Transit Stop for a stop located within 0.30 miles of the development location point. (RFA § 4.A.5.e, p. 25.) A Public Bus Rapid Transit Stop "must service at least one route that has scheduled stops at the Public Bus Rapid Transit Stop *at least every 20 minutes during the times of 7am to 9am* and also during the times of 4pm to 6pm Monday through Friday, excluding holidays, on a year-round basis." (RFA Ex. B, p. 92 (emphasis added).)

29. Waters Edge selected, as its only transit service, a "Public Bus Rapid Transit Stop" located at latitude and longitude coordinates of 25.514394 and -80.433111. These coordinates correspond with a bus stop located at S. Miami-Dade Busway and SW 272 Street, or Miami-Dade Transit Bus Stop ID 10339. However, contrary to the RFA, this bus stop does not qualify as a

Public Bus Rapid Transit Stop because it does not provide service at least every 20 minutes during the weekday times of 7 a.m. to 9 a.m. and 4 p.m. to 6 p.m. For instance, the weekday route for this bus stop shows that a bus is scheduled to stop at 7:03 a.m. but the next scheduled stop is at 7:38 a.m., more than 30 minutes later. A copy of the relevant bus route schedule is attached as **Exhibit D**.

30. The bus stop identified by Waters Edge did not meet the RFA's definition of a Public Bus Rapid Transit Stop. Thus, Waters Edge was entitled to at most 2 points for the identified bus stop as a public bus stop, and not a Public Bus Rapid Transit Stop, within the meaning of the RFA. Consequently, Waters Edge was not entitled to 21 total proximity points, nor was it entitled to the Transit Service Preference.

**Healthcare Senior Housing's Public Bus Rapid Transit Stop Was Entitled to Only 5.5 Points**

31. Application 2021-155C for the Healthcare Senior Housing development ("Healthcare Senior Housing"), an elderly (non-ALF) development, received a Proximity Level of 1 based in part on its award of 21.5 proximity points. Healthcare Senior Housing, however, erroneously received six points for a bus stop that did not qualify for six points due to its distance from the development location point.

32. Pursuant to the RFA, each applicant was required to provide the latitude and longitude coordinates for the applicable transit service, and the distance between the development location point ("DLP") and the coordinates for the service. (RFA § 4.A.5.e, p. 24.) The distance between the DLP and the coordinates for each service would be the basis of awarding proximity points. (*Id.*) If the distance between the DLP and a Public Bus Rapid Transit Stop was less than or equal to 0.30 miles, the applicant was entitled to 6 proximity points; if the distance was greater than 0.30 and less than or equal to 0.50 miles, the applicant was entitled to 5.5 proximity points.



(RFA Ex. C, p. 103.)

33. Healthcare Senior Housing selected a single transit service in its application, a Public Bus Rapid Transit Stop located at coordinates 25.566006 and -80.382642, which Healthcare Senior Housing indicated was 0.29 miles away from its DLP (25.569616, -80.379473).

34. Upon information and belief, however, the distance between this bus stop (which appears to correspond with Bus Stop ID 9543) and the DLP is more along the lines of 0.32 miles, not 0.29 miles. A copy of a Google Earth map illustrating the distance is attached as **Exhibit E**.

35. Accordingly, the Healthcare Senior Housing application should have been awarded 5.5 proximity points for this bus stop, not 6.

**Osprey Landing's Public Bus Stops Were Entitled to Only 4 Proximity Points**

36. Application 2021-145C for the Osprey Landing development ("Osprey Landing"), a family development, was awarded 22 proximity points. Osprey Landing, however, erroneously received six points for three bus stops, but only provided two distinct bus stops in its application.

37. As noted above, each applicant was required to provide the latitude and longitude coordinates for each applicable transit service, and the distance between the DLP and the coordinates for the service(s). (RFA § 4.A.5.e, p. 24.) The distance between the DLP and the coordinates for each service would be the basis of awarding proximity points. (*Id.*) If the applicant identified three bus stops, and the distance between the DLP and each of the three public bus stops was less than or equal to 0.30 miles, the applicant was entitled to six proximity points. If the applicant identified two bus stops, and the distance between the DLP and each of the two public bus stops was less than or equal to 0.30 miles, the applicant was entitled to four proximity points. (RFA Ex. C, pp. 102-03.)

38. Osprey Landing listed three transit services in its application, all of which it

identified as being within 0.30 miles of its DLP:

Service	Latitude	Longitude	Distance (rounded up to the nearest hundredth of a mile)*
Public Bus Stop 1	<u>25.926809</u>	<u>-80.167789</u>	<u>0.06</u>
Public Bus Stop 2	<u>25.925912</u>	<u>-80.167825</u>	<u>0.09</u>
Public Bus Stop 3	<u>25.925912</u>	<u>-80.167825</u>	<u>0.09</u>

39. However, the latitude and longitude coordinates provided for Public Bus Stops 2 and 3 are identical. The relevant pages of Osprey Landing’s application are attached as **Exhibit F**.

40. Accordingly, the Osprey Landing application should have been awarded four proximity points, not six.<sup>2</sup>

**The Pharmacy Identified by Fisherman Cove Did Not Qualify for Proximity Points**

41. Application 2021-152C sought Housing Credits for the Fisherman Cove development (“Fisherman Cove”), an elderly (non-ALF) development. Fisherman Cove was given a Proximity Level of 1 based on an award of 21 proximity points.

42. In addition to transit services, applicants could also earn proximity points by identifying certain community services, like grocery stores and pharmacies, near the proposed development. (See RFA § 4.A.5.e, p. 25.) Fisherman Cove identified Price Choice Pharmacy located at 13931 NW 27 Ave., Opa-locka, FL 33054, as a pharmacy near its development. Given

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<sup>2</sup> Notably, the Review Committee adjusted the score of another application, Application 2021-180C for the Royal Pointe development (“Royal Pointe”), for the same reason. During the Review Committee meeting on January 13, 2021, while scoring item 5.e. Minimum Total Proximity Score, the reviewer noted that the latitude and longitude coordinates for two of the three public bus stops selected by Royal Pointe were identical. For this reason, Royal Pointe was awarded points for only two public bus stops, not three.

the pharmacy's distance from the DLP, if the pharmacy qualified for points it would entitle Fisherman Cove to three points under the RFA. (*See* RFA Ex. C, p. 103.)

43. A "pharmacy" is defined for purposes of the RFA as follows:

A community pharmacy operating under a valid permit issued pursuant to s. 465.018, F.S., current and in force as of the dates outlined below and open to the general public at least five days per week without the requirement of a membership fee.

Additionally, it must have (i) been in existence and available for use by the general public since a date that is 6 months prior to the Application Deadline; (ii) been in existence and available for use by the general public as of the Application Deadline AND be one of the following: Albertson's, Costco Wholesale, CVS, Harvey's, Kmart, Navarro's, Piggly Wiggly, Publix, Sav-A-Lot, Target, Walgreens, Wal-Mart, Winn-Dixie; or (iii) been in existence and available for use by the general public as of March 1, 2020 but not available as of the Application Deadline because of temporary closures or service suspensions due to COVID-19 or other emergency suspension based on an official emergency declaration.

(RFA, Ex. B, pp. 91-92.)

44. The Price Choice Pharmacy identified in Fisherman Cove's application does not meet that definition. Upon information and belief, the pharmacy is closed and appears to have been closed prior to the application deadline of November 17, 2020. The Florida Department of Health License Verification website shows the status of that pharmacy as closed, and Florida Department of State records show that the entity under which the pharmacy operated was administratively dissolved in September 2020 due to lack of filing of an annual report. *See* DOH and DOS Documents, attached as **Exhibit G**.

45. Accordingly, Fisherman Cove should not have been awarded any points for proximity to the Price Choice Pharmacy.

**The Grocery Store Identified by Ambar Centro Did Not Qualify for Proximity Points**

46. Application 2021-151C for the Ambar Centro development ("Ambar Centro"), an elderly (non-ALF) development, received 21 proximity points and was designated as Proximity

Level 1.

47. As part of its application, Ambar Centro identified the Riviera Supermarket located at 1710 NW 17th Ave., Miami, as a nearby grocery store. If the grocery store qualified as one within the meaning of the RFA, it would entitle Ambar Centro to four proximity points. (RFA Ex. C, p. 103.)

48. Per the RFA, a grocery store is defined, in relevant part, as “[a] retail food store consisting of 4,500 square feet or more of contiguous air-conditioned space available to the public.” (RFA Ex. B, p. 91.)

49. The Riviera Supermarket does not satisfy this definition as the grocery store standing alone does not occupy “4,500 square feet or more of contiguous air-conditioned space.” This grocery store is contained within a building that includes other food establishments including a cafeteria and a bakery. The building as a whole is greater than 4,500 square feet of contiguous air-conditioned space available to the public, but it is clear that each of the three establishments, including Riviera Supermarket, is a separate business. The Riviera Supermarket also does not directly connect to the cafeteria and bakery, as they are separated by a wall and no interior doors allow access from one to any of the others.

50. Consequently, Ambar Centro should not have received four proximity points associated with this grocery store.

**Residences at SoMi Parc Failed to Demonstrate Site Control**

51. Application 2021-165C for the Residences at SoMi Parc development (“SoMi Parc”), a family development, was recommended for the award of Housing Credits. However, Florida Housing should have deemed SoMi Parc’s application ineligible for funding because SoMi Parc failed to demonstrate site control.



52. Under Section 4.A.7.a of the RFA, an applicant must demonstrate site control by providing certain documentation as Attachment 8 to its application. (RFA § 4.A.7.a., pp. 35-37.) Under section 5.A.1. of the RFA, only applications that meet all of the eligibility requirements—including the requirement that “[e]vidence of Site Control [is] provided”—will be eligible for funding and considered for funding selection. (RFA § 5.A.1., pp. 66-67.) Thus, “the demonstration of site control is a mandatory element of the RFA that cannot be waived.” *See Recommended Order, Clearlake Vill., L.P. v. Fla. Hous. Fin. Corp.*, No. 15-2394BID, 2015 WL 3966051, ¶ 54 (DOAH June 25, 2015; FHFC Aug. 17, 2015).

53. One way in which an applicant may comply with the site control requirement is by providing a lease as Attachment 8 which illustrates that the applicant has control of the development site. (RFA § 4.A.7.a.(3), p. 31 (“The owner of the subject property must be a party to the lease, or a party to one or more intermediate leases, subleases, agreements, or assignments, between or among the owner, the Applicant, or other parties, that have the effect of assigning the owner’s right to lease the property for at least 50 years to the lessee.”).)

54. As evidence of site control, SoMi Parc submitted a ground lease between landlord Miami-Dade County and tenant RUDG, LLC (“RUDG”), and a sublease between RUDG and the applicant for the SoMi Parc development, Residences at SoMi Parc, LLC, subletting the property under the ground lease to the applicant. A copy of the relevant portions of SoMi Parc’s Attachment 8 to its application is attached as **Exhibit H**.

55. Pursuant to section 5.7(b) of the underlying ground lease with Miami-Dade County, the tenant, RUDG, has “the right to sublease any part of the Premises or to partially assign this Lease with respect to any part of the Premises (in either case, referred to herein as a Sublease) to an entity that is a *Qualified Assignee*, subject to the approval and consent of Landlord, which will



not be unreasonably withheld, conditioned or delayed.” (Ground Lease, § 5.7(b), p. 16 (emphasis added).)

56. The ground lease specifically defines the term “qualified assignee” to mean “any individual, corporation, limited liability company, general or limited partnership, joint venture or other entity *that is a registered vendor with the Landlord [defined to specifically mean Miami-Dade County]* and is not otherwise prohibited by legislation then in effect from doing business with the Landlord or has not otherwise been issued a Limited Denial or Participation, Suspension or Debarment by any governing local, state or federal agency.” (Ground Lease, § 1.1(v), (ll), pp. 3, 5 (emphasis added).)

57. Consequently, under the site control documents SoMi Parc submitted to Florida Housing, a valid sublease is one given to, in relevant part, a vendor registered with Miami-Dade County.

58. Upon information and belief, the applicant Residences at SoMi Parc, LLC is not—and as of the application deadline was not—a registered vendor with Miami-Dade County. Consequently, SoMi Parc’s sublease is not valid and the applicant entity has failed to demonstrate site control as required by the RFA. For this reason, Florida Housing should have deemed SoMi Parc ineligible for funding.

#### **Disputed Issues of Material Fact**

59. The disputed issues of material fact of which MHP is aware at this time include, but are not limited to:<sup>3</sup>

a. Whether the Public Bus Transfer Stop identified in the Vista Breeze application is

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<sup>3</sup> MHP reserves the right to amend or supplement this Petition, including but not limited to, the disputed issues of material fact, to the extent that MHP learns of additional issues of material fact in the course of discovery or preparation for final hearing in this matter.

- serviced by at least three bus routes within the meaning of the RFA;
- b. Whether the Vista Breeze application was entitled to six proximity points for the Public Bus Transfer Stop identified in its application;
  - c. Whether the Public Bus Rapid Transit Stop identified in the Waters Edge application includes at least one route that stops at least every 20 minutes during the hours of 7 a.m. to 9 a.m. and 4 p.m. to 6 p.m. on weekdays excluding holidays;
  - d. Whether the Waters Edge application was entitled to six proximity points for the Public Bus Rapid Transit Stop identified in its application;
  - e. Whether the Public Bus Rapid Transit Stop identified in the Healthcare Senior Housing application is equal to or less than 0.3 miles from the application's DLP;
  - f. Whether the Healthcare Senior Housing application was entitled to six proximity points for the distance between the purported Public Bus Rapid Transit Stop and the DLP;
  - g. Whether Osprey Landing identified three bus stops in its application;
  - h. Whether Osprey Landing was entitled to six proximity points for the bus stops identified in its application;
  - i. Whether the pharmacy identified in the Fisherman Cove application was in operation at the time of the application deadline;
  - j. Whether the Fisherman Cove application was entitled to any proximity points for the Price Choice Pharmacy;
  - k. Whether the grocery store identified in the Ambar Centro application consists of 4,500 square feet or more of contiguous air-conditioned space available to the public;
  - l. Whether the Ambar Centro application was entitled to any proximity points for the Riviera Supermarket;

- m. Whether the SoMi Parc application includes a valid sublease;
- n. Whether the SoMi Parc applicant entity is—or as of the application deadline was—a registered vendor with Miami-Dade County, as required to qualify to hold a valid sublease under the applicable ground lease;
- o. Whether the SoMi Parc application should have been deemed ineligible for funding under the RFA; and
- p. Whether Florida Housing’s Scoring Results are contrary to the RFA.

**Notice of Florida Housing’s Proposed Action**

60. The Notice of Intended Decision was posted on Florida Housing’s website at 2:50 p.m. on January 22, 2021.

**Substantial Interests Affected**

61. As noted above, Florida Housing’s recommended awards for Housing Credits are the result of a complicated methodology, with many of the steps taken in the methodology having significant consequences for applicants, including the determination of the Proximity Level 1 Cut-Off. A number of unfunded applicants to the RFA have indicated their intent to protest Florida Housing’s intended decision. While the Southpointe Vista application is currently recommended for funding, if one or more of the protesters succeed in their protests, this could have consequences for the application sorting order and whether the Southpointe Vista application is selected for funding. Accordingly, in an abundance of caution,<sup>4</sup> MHP is filing this Petition in order to reserve the right to raise all available arguments against other applications and to defend its application’s

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<sup>4</sup> Counsel for Florida Housing takes the position that preliminarily selected applicants, like MHP, who only become affected (or potentially affected) as a result of protests/petitions by others, are barred from contesting the scoring or eligibility of applications not named by these other protests/petitions or in a protest/petition filed by MHP. MHP reserves the right to argue otherwise.

selection for Housing Credits.

**Statutes and Rules that Entitle Petitioners to Relief**

62. MHP is entitled to relief pursuant to sections 120.569 and 120.57, Florida Statutes, Chapters 28-106, 28-110, 67-48 and 67-60, Florida Administrative Code, and the established decisional law of Florida courts, the Division of Administrative Hearings, and Florida's administrative agencies.

**Demand for Relief**

WHEREFORE, MHP respectfully requests that Florida Housing:

- a. provide an opportunity to resolve this Petition by mutual agreement within seven business days, as provided in section 120.57(3), Florida Statutes;
- b. transfer this Petition to the Division of Administrative Hearings for a formal hearing conducted before an Administrative Law Judge pursuant to sections 120.569 and 120.57, Florida Statutes, if this Petition cannot be resolved within seven business days and if Florida Housing or any other party disputes any of the material facts set forth in this Petition; and
- c. ultimately issue a final order confirming Florida Housing's recommendation to award Housing Credits to MHP's application for Southpointe Vista.

Respectfully submitted on February 8, 2021.

/s/Tiffany A. Roddenberry  
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*Attorney for Petitioner MHP FL I, LLC*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the foregoing Formal Written Protest and Petition for Formal Administrative Hearing was filed by email with Ana McGlamory, Corporation Clerk, Florida Housing Finance Corporation 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301 at [corporation.clerk@floridahousing.org](mailto:corporation.clerk@floridahousing.org) on February 8, 2021.

/s/Tiffany A. Roddenberry



# **Exhibit A**

**RFA 2020-203 Board Approved Preliminary Awards**

Total HC Available for RFA	7,420,440.00
Total HC Allocated	8,603,920.00
Total HC Remaining	(1,183,480.00)

Application Number	Name of Development	Name of Authorized Principal Representative	Name of Developers	Demo	Total Units	HC Request Amount	Priority Level	Family Demo and qualifies for the Geographic Area of Opportunity / HUD-designated SADA Funding Goal?	If the Applicant stated that it qualified as an Urban Center Application, was it a Tier 1 or Tier 2	Total Points	Per Unit Construction Funding Preference	Development Category Funding Preference	Leveraging Classification	Number of Proximity Points awarded	Proximity Level	Grocery Store Funding Preference	Transit Service Preference	Community Service Preference	Florida Job Creation Preference	Lottery Number
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**One Family Applications that qualifies for the Geographic Area of Opportunity/HUD-designated SADA Goal**

2021-165C*	Residences at SoMI Parc	Alberto Millo, Jr.	Residences at SoMI Parc Developer, LLC	F	171	2,882,000	1	Y	N/A	25	Y	Y	A	20.5	1	Y	Y	Y	Y	Y	1
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**One Elderly (ALF or Non-ALF) Application**

2021-143C	Merrick Place	Matthew A. Riegler	HTG Merrick Developer, LLC	E, Non-ALF	120	2,839,920	1	N	1	25	Y	Y	A	21	1	Y	Y	Y	Y	Y	3
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**One Urban Center Development**

2021-163C	Southpointe Vista	Christopher Shear	MHP FL I Developer, LLC; Magellan Housing LLC	F	124	2,882,000	1	Y	1	25	Y	Y	A	20	1	Y	Y	Y	Y	Y	2
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On January 22, 2021, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion and staff recommendation to select the above Applications for funding and invite the Applicants to enter credit underwriting.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

RFA 2020-203 Board Approved Scoring Results

Application Number	Name of Development	Name of Authorized Principal Representative	Name of Developers	Demo	Total Units	HC Request Amount	Priority Level	Family Demo and qualifies for the Geographic Area of Opportunity / HUD designated SADA Funding Goal?	If the Applicant stated that it qualified as an Urban Center Application, was it a Tier 1 or Tier 2?	Total Points	Per Unit Construction Funding Preference	Development Category Preference	Leveraging Classification	Number of Proximity Points awarded	Proximity Level	Grocery Store Funding Preference	Transit Service Preference	Community Service Preference	Florida Job Creation Preference	Lottery Number
<b>Eligible Applications</b>																				
2021-138C	Parkview	William T Fabbri	The Richman Group of Florida, Inc.	F	99	2,350,000	1	Y	N/A	25	Y	Y	A	21	1	Y	Y	Y	Y	24
2021-139C	Waters Edge	William T Fabbri	The Richman Group of Florida, Inc.	E, Non-ALF	120	2,625,000	1	N	1	25	Y	Y	A	21	1	Y	Y	Y	Y	30
2021-140C	Ambar Club	Elena M. Adams	Ambar3, LLC	F	105	2,600,000	1	N	1	25	Y	Y	B	19	2	Y	Y	Y	Y	32
2021-141C	Ambar Club Residences	Elena M. Adams	Ambar3, LLC	E, Non-ALF	105	2,600,000	1	N	1	25	Y	Y	B	19	2	Y	Y	Y	Y	18
2021-142C	Parc Tower	Matthew A. Rieger	HTG Parc Tower Developer, LLC	E, Non-ALF	120	2,839,900	1	N	1	25	Y	Y	A	20.5	1	Y	Y	Y	Y	12
2021-143C	Merrick Place	Matthew A. Rieger	HTG Merrick Developer, LLC	E, Non-ALF	120	2,839,920	1	N	1	25	Y	Y	A	21	1	Y	Y	Y	Y	3
2021-144C	Capri Place	William T Fabbri	The Richman Group of Florida, Inc.	E, Non-ALF	110	2,225,000	1	N	2	25	Y	Y	A	21	1	Y	Y	Y	Y	13
2021-145C	Osprey Landing	Daniel F. Acosta	ACRUVA Community Developers, LLC; ADC Communities II, LLC	F	110	2,882,000	1	Y	N/A	25	Y	Y	B	22	1	Y	Y	Y	Y	49
2021-146C	Sierra Bay	Mara S. Mades	Cornerstone Group Partners, LLC	F	120	2,500,000	1	Y	1	25	Y	Y	A	20	1	Y	Y	Y	Y	33
2021-147C	Liberty Renaissance	Lewis V Swezy	RS Development Corp.; Lewis V. Swezy	E, Non-ALF	98	1,830,000	1	N	N/A	25	Y	Y	A	20	1	Y	Y	Y	Y	27
2021-148C	Sierra Meadows	Francisco A Rojo	Landmark Development Corp.	E, Non-ALF	116	2,774,000	1	N	1	25	Y	Y	A	18.5	2	Y	Y	Y	Y	39
2021-149C	Whaler's Cove	Francisco A Rojo	Landmark Development Corp.	E, Non-ALF	90	2,153,000	1	N	2	25	Y	Y	A	19.5	2	Y	Y	Y	Y	8
2021-150C	Windmill Farms	Francisco A Rojo	Landmark Development Corp.	E, Non-ALF	110	2,630,000	1	N	2	25	Y	Y	A	18.5	2	Y	Y	Y	Y	37
2021-151C	Ambar Centro	Elena M. Adams	Ambar3, LLC	E, Non-ALF	105	2,600,000	1	N	N/A	25	Y	Y	B	21	1	Y	Y	Y	Y	16
2021-152C	Fisherman Cove	Willie Logan	Opa-Iocka Community Development Corporation, Inc.	E, Non-ALF	90	2,030,000	1	N	N/A	25	Y	Y	A	21	1	Y	Y	Y	Y	29
2021-153C	Vista at Aventura	Matthew A. Rieger	HTG Vista Developer, LLC	F	120	2,839,880	1	Y	1	25	Y	Y	A	20.5	1	Y	Y	Y	Y	22

RFA 2020-203 Board Approved Scoring Results

Application Number	Name of Development	Name of Authorized Principal Representative	Name of Developers	Demo	Total Units	HC Request Amount	Priority Level	Family Demo and qualifies for the Opportunity / HUD designated SADA Funding Goal?	If the Applicant stated that it qualified as an Urban Center a Tier 1 or Tier 2?	Total Points	Per Unit Construction Funding Preference	Development Category Preference	Leveraging Classification	Number of Proximity Points awarded	Proximity Level	Grocery Store Funding Preference	Transit Service Preference	Community Service Preference	Florida Job Creation Preference	Lottery Number
2021-155C	Healthcare Senior Housing	Steven Kirk	Rural Neighborhoods, Incorporated; Advanced Housing Corp.; JCG Real Estate Ventures, LLC	E, Non-ALF	112	2,750,000	1	N	1	25	Y	Y	B	21.5	1	Y	Y	Y	Y	15
2021-156C	Arthur Mays Senior Villas	Lewis V Swezy	RS Development Corp.; Lewis V. Swezy	E, Non-ALF	128	2,600,000	1	N	1	25	Y	Y	A	21.5	1	Y	Y	Y	Y	4
2021-157C	Cordova Estates	Lewis V Swezy	RS Development Corp.; Lewis V. Swezy	F	190	2,882,000	1	Y	N/A	25	Y	Y	A	18.5	2	Y	Y	Y	Y	38
2021-158C	Residences at Dixie Park	Robert G Hoskins	NuRock Development Partners, Inc.	F	81	1,922,000	1	N	1	25	Y	Y	A	19	2	Y	Y	Y	Y	40
2021-159C	Heritage at Park View	Robert G Hoskins	NuRock Development Partners, Inc.	E, Non-ALF	103	2,032,000	1	N	2	25	Y	Y	A	19	2	Y	Y	Y	Y	26
2021-160C	Stirrup Plaza Phase Three	Alberto Millo, Jr.	Stirrup Plaza Phase Three Developer, LLC	F	75	1,700,000	1	Y	N/A	25	Y	Y	A	19.5	2	Y	Y	Y	Y	5
2021-161C	Cutler Heights	Christopher L Shear	MHP MD Senior Developer II, LLC; CORE MD Senior Developer II LLC	E, Non-ALF	94	2,065,000	1	N	N/A	25	Y	Y	B	21.5	1	Y	Y	Y	Y	6
2021-162C	Southpointe Senior	Christopher L Shear	MHP MD Senior Developer, LLC; CORE MD Senior Developer LLC	E, Non-ALF	124	2,882,000	1	N	1	25	Y	Y	A	20	1	Y	Y	Y	Y	25
2021-163C	Southpointe Vista	Christopher L Shear	MHP FL I Developer, LLC; Magellan Housing LLC	F	124	2,882,000	1	Y	1	25	Y	Y	A	20	1	Y	Y	Y	Y	2
2021-164C	Liberty Square Phase Five	Alberto Millo, Jr.	Liberty Square Phase Five Developer, LLC	E, Non-ALF	112	2,580,000	1	N	N/A	20	Y	Y	A	18.5	2	Y	Y	Y	Y	14
2021-165C*	Residences at SoMI Parc	Alberto Millo, Jr.	Residences at SoMI Parc Developer, LLC	F	171	2,882,000	1	Y	N/A	25	Y	Y	A	20.5	1	Y	Y	Y	Y	1

RFA 2020-203 Board Approved Scoring Results

Application Number	Name of Development	Name of Authorized Principal Representative	Name of Developers	Demo	Total Units	HC Request Amount	Priority Level	Family Demo and qualifies for the Geographic Area of Opportunity / HUD designated SADA Funding Goal?	If the Applicant stated that it qualified as an Urban Center a Tier 1 or Tier 2?	Total Points	Per Unit Construction Funding Preference	Development Category Funding Preference	Leveraging Classification	Number of Proximity Points awarded	Proximity Level	Grocery Store Funding Preference	Transit Service Preference	Community Service Preference	Florida Job Creation Preference	Lottery Number
2021-166C	Laurel Club	Oscar Sol	Laurel Club Dev, LLC; JCG Real Estate Ventures, LLC	E, Non-ALF	112	2,650,000	1	N	1	25	Y	Y	A	21.5	1	Y	Y	Y	Y	23
2021-167C	Melrose Terrace	Melanie Ribeiro	EHDOD Development Services, LLC; Melrose Terrace Developer, LLC	E, Non-ALF	90	2,250,000	1	N	N/A	25	Y	Y	B	18.5	2	Y	Y	Y	Y	28
2021-168C	Hibiscus Grove	Melanie Ribeiro	EHDOD Development Services, LLC; Hibiscus Grove Developer, LLC	E, Non-ALF	132	2,880,000	1	N	1	25	Y	Y	A	20.5	1	Y	Y	Y	Y	11
2021-169C	Elizabeth Park	Melanie Ribeiro	EHDOD Development Services, LLC; Elizabeth Park Developer, LLC	E, Non-ALF	115	2,650,000	1	N	2	25	Y	Y	A	19.5	2	Y	Y	Y	Y	10
2021-170C	Cutler Manor II	Aaron Gornstein	Preservation of Affordable Housing, LLC	F	113	2,000,000	1	N	1	25	Y	Y	A	19	2	Y	Y	Y	Y	46
2021-171C	Cannery Row at Redlands Crossing Phase II	David O. Deutch	Pinnacle Communities, LLC; Rural Neighborhoods, Incorporated	E, Non-ALF	122	2,880,000	1	N	1	25	Y	Y	A	21.5	1	Y	Y	Y	Y	45
2021-172C	Catalyst at Goulds	Oscar A Sol	Catalyst at Goulds Dev, LLC	F	110	2,650,000	1	Y	1	25	Y	Y	A	19.5	2	Y	Y	Y	Y	35
2021-173C	Pinnacle at Bahia Estates	David O. Deutch	Pinnacle Communities, LLC	E, Non-ALF	124	2,882,000	1	N	1	25	Y	Y	A	22	1	Y	Y	Y	Y	43
2021-174C	Pinnacle at Water's Edge	David O. Deutch	Pinnacle Communities, LLC	F	122	2,879,500	1	Y	1	25	Y	Y	A	21.5	1	Y	Y	Y	Y	41
2021-175C	Serenity Grove, LLC	Oliver L. Gross	Serenity Grove Developers, LLC	E, Non-ALF	150	2,882,000	1	N	N/A	25	Y	Y	A	14	2	Y	Y	Y	Y	31
2021-176C	Wellspring	Kareem T Brantley	Wellspring Developer, LLC	E, Non-ALF	92	2,100,000	1	N	N/A	25	Y	Y	A	16	2	Y	Y	Y	Y	42



RFA 2020-203 Board Approved Scoring Results

Application Number	Name of Development	Name of Authorized Principal Representative	Name of Developers	Demo	Total Units	HC Request Amount	Priority Level	Family Demo and qualifies for the Geographic Area of Opportunity / HUD designated SADA Funding Goal?	If the Applicant stated that it qualified as an Urban Center a Tier 1 or Tier 2?	Total Points	Per Unit Construction Funding Preference	Development Category Funding Preference	Leveraging Classification	Number of Proximity Points awarded	Proximity Level	Grocery Store Funding Preference	Transit Service Preference	Community Service Preference	Florida Job Creation Preference	Lottery Number
2021-178C	The Villages Apartments, Phase II	Oliver I. Gross	Villages II Developers, LLC	F	120	2,882,000	1	N	N/A	25	Y	Y	A	16.5	2	Y	Y	Y	Y	7
2021-180C	Royal Pointe	Mara S. Mades	Cornerstone Group Partners, LLC; Anvil Community Development Land Trust, LLC	F	102	2,130,000	1	Y	N/A	25	Y	Y	A	15.5	2	Y	Y	Y	Y	36
2021-182C	The Enclave at Rio	Joseph F. Chapman	Royal American Properties, LLC	E, Non-ALF	100	2,689,000	1	N	N/A	25	Y	Y	B	20.5	1	Y	Y	Y	Y	9
2021-183C	Metro Grande II	Mara S. Mades	Cornerstone Group Partners, LLC	E, Non-ALF	94	2,240,000	1	N	N/A	25	Y	Y	A	17	2	Y	Y	Y	Y	17
2021-184C	North Bay Senior Apartments	Donald W. Pakton	BCP Development 20 LLC	E, Non-ALF	88	2,175,000	1	N	N/A	25	Y	Y	B	20	1	Y	Y	Y	Y	50
2021-185C	Vista Breeze	Kenneth Naylor	APC Vista Breeze Development, LLC; HACMB Development, LLC	F	109	2,560,000	1	Y	N/A	25	Y	Y	A	21	1	Y	Y	Y	Y	34
2021-186C	Quail Roost Transit Village III	Kenneth Naylor	Quail Roost III Development, LLC	E, Non-ALF	130	2,882,000	1	N	1	25	Y	Y	A	21	1	Y	Y	Y	Y	20
2021-187C	Quail Roost Transit Village II	Kenneth Naylor	Quail Roost II Development, LLC	F	130	2,882,000	1	N	1	25	Y	Y	A	21	1	Y	Y	Y	Y	48

Ineligible Applications

2021-154C	City Terrace	Willie Logan	Opa-locka Community Development Corporation, Inc.	F	171	2,882,000	1	N	N/A	25	Y	Y		21		Y	Y	Y	Y	19
2021-177C	Wynwood 21 Apartments	Eugene Schneur	Florida Wynwood Apartments, LLC	F	150	2,882,000	1	Y	N/A	25	Y	Y		21		Y	Y	Y	Y	44
2021-179C	Heritage at Opa-Locka	Robert G. Hoskins	NuRock Development Partners, Inc.	E, Non-ALF	107	2,277,000	1	N	N/A	25	Y	Y		19.5		Y	Y	Y	Y	21
2021-181C	Aventura 25	Joseph F. Chapman	Royal American Properties, LLC	F	96	2,750,000	1	Y	1	25	Y	Y		21		Y	Y	Y	Y	47

**RFA 2020-203 Board Approved Scoring Results**

Application Number	Name of Development	Name of Authorized Principal Representative	Name of Developers	Demo	Total Units	HC Request Amount	Priority Level	Family Demo and qualifies for the Geographic Area of Opportunity / HUD designated SADA Funding Goal?	If the Applicant stated that it qualified as an Urban Center Application, was it a Tier 1 or Tier 2?	Total Points	Per Unit Construction Funding Preference	Development Category Funding Preference	Leveraging Classification	Number of Proximity Points awarded	Proximity Level	Grocery Store Funding Preference	Transit Service Preference	Community Service Preference	Florida Job Creation Preference	Lottery Number
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\*Corporation Funding Per Set-Aside amount was adjusted during scoring

On January 22, 2021, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion to adopt the scoring results above.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

# **Exhibit B**

# Holland & Knight

315 South Calhoun Street, Suite 600 | Tallahassee, FL 32301 | T 850.224.7000 | F 850.224.8832  
Holland & Knight LLP | [www.hklaw.com](http://www.hklaw.com)

Lawrence E. Sellers  
(850) 425-5670  
[larry.sellers@hklaw.com](mailto:larry.sellers@hklaw.com)

RECEIVED

JAN 27 2021 11:17 AM

FLORIDA HOUSING  
FINANCE CORPORATION

January 27, 2021

*Via Electronic Mail:* [ana.mcglamory@floridahousing.org](mailto:ana.mcglamory@floridahousing.org)  
[corporationclerk@floridahousing.org](mailto:corporationclerk@floridahousing.org)

Ana McGlamory  
Agency Clerk  
Florida Finance Housing Corporation  
227 North Bronough Street, Suite 5000  
Tallahassee, Florida 32301-1329

Re: Notice of Intent to Protest - Request for Applications 2020-203, Housing Credit Financing for Affordable Housing Developments Located in Miami-Dade County (the "RFA").

Dear Ms. McGlamory:

On behalf of MHP FL I, LLC, the applicant for application number 2021-163C (for Southpointe Vista), this letter constitutes the notice of intent to protest the intended decision of the Florida Housing Finance Corporation relating to the referenced RFA. This notice is filed pursuant to Section 120.57(3), Florida Statutes, Rules 28-110.003 and 67-60.009, Florida Administrative Code, and Section Six of the referenced RFA.

This notice of intent to protest is being filed within 72 hours (not including weekends) of the posting of the intended decision on the Corporation's website on Friday, January 22, 2021.

Please acknowledge receipt of this filing by stamping the date and time on a copy of this letter and returning it to us. Thank you very much.

Very truly yours,

HOLLAND & KNIGHT LLP

A rectangular box containing a handwritten signature in blue ink. The signature is stylized and appears to read "LES" followed by a long horizontal flourish.

Lawrence E. Sellers, Jr.

cc: Hugh Brown, General Counsel




# **Exhibit C**

#	Bus Stop ID	Stop Name	Route 1 (Direction)	Route 2 (Direction)	Route 3 (Direction)
1	3683	SW 216 ST & SW 114 AV	38 Busway MAX (SB)	Not Applicable	Not Applicable
2	10339	BUSWAY & SW 272 ST	38 Busway MAX (SB)	Not Applicable	Not Applicable
3	2926	71 ST & RUE VERSAILLES	112 Route L (EB)	Miami Beach North Beach (LP)	Not Applicable
4	2932	NORMANDY DR & BAY DR	112 Route L (WB)	Not Applicable	Not Applicable
5	7193	NW 14 AV & NW 62 ST	12 (SB)	21 (SB)	Not Applicable
6	7659	NW 62 ST & NW 13 AV	12 (SB)	21 (SB)	62 (EB)
7	7652	NW 62 ST & NW 13 AV	12 (NB)	21 (NB)	62 (WB)
8	1350	BISCAYNE BD & NE 183 ST	3 (SB)	93 Biscayne MAX (SB)	Not Applicable
9	1356	BISCAYNE BB & NE 186 ST	3 (NB)	93 Biscayne MAX (NB)	Not Applicable
10	3384	SW 152 AV & SW 280 ST	35 (SB)	Not Applicable	Not Applicable
11	3391	SW 152 AV & SW 280 ST	35 (NB)	Not Applicable	Not Applicable
12	3752	NARANJA LAKES BD & US 1	35 (SB)	Not Applicable	Not Applicable
13	3751	NARANJA LAKES BD & US 1	35 (NB)	Not Applicable	Not Applicable

# **Exhibit D**

#	Bus Stop ID	Stop Name	Route 1 (Direction)	Route 2 (Direction)	Route 3 (Direction)
2	10339	BUSWAY & SW 272 ST	38 Busway MAX (SB)	Not Applicable	Not Applicable



**BUS ROUTE VEHICLE MANAGEMENT SYSTEM**

[Login](#)

Bus Alerts
Bus Map
Quick View
Bus Ops
Bus Maint
Incidents
Utilities

### Bus Stops

Route:   Bus Stop #:

Address:

Latitude:  Longitude:

**Stop Lookup for Bus Stop #: 10339**

Stop	Stop Name	Route	Direction	Dir	Cur	Bench	Shelter	Bin	Acce	Distance
10339	BUSWAY & SW 272 ST	38 Busway MAX	Southbound	S	N	0	0	0	N	0 ft



**Busway & SW 272 St**  
Stop ID: BSWY2723  
Bus stop

Directions:

Florida 33032  
GH78+QP Naranja, Florida  
[Suggest an edit](#)

Buses

transitdata.com

Route 38 weekday Southbound



**Southbound**

<b>BUSWAY &amp; SW 244 ST BSMW2444</b>	<b>BUSWAY &amp; SW 264 ST BSMW2643</b>	<b>BUSWAY &amp; SW 272 ST BSWY2723</b>	<b>BUSWAY &amp; SW 280 ST BSWY280A</b>	<b>BUSWAY &amp; SW 296 ST BSMW2964</b>
5:12a	5:16a	5:17a	5:19a	5:23a
6:27a	6:32a	6:34a	6:36a	6:41a
6:56a	7:01a	7:03a	7:05a	7:10a
7:31a	7:36a	7:38a	7:40a	7:45a
7:51a	7:56a	7:58a	8:00a	8:05a
7:59a	8:04a	8:06a	8:08a	8:13a
8:06a	8:11a	8:13a	8:15a	8:20a
8:14a	8:19a	8:21a	8:23a	8:28a
8:21a	8:26a	8:28a	8:30a	8:35a
8:29a	8:34a	8:36a	8:38a	8:43a
8:36a	8:41a	8:43a	8:45a	8:50a
8:44a	8:49a	8:51a	8:53a	8:58a
8:51a	8:56a	8:58a	9:00a	9:05a
9:06a	9:11a	9:13a	9:15a	9:20a
9:14a	9:19a	9:21a	9:23a	9:28a
9:21a	9:26a	9:28a	9:30a	9:35a
9:36a	9:41a	9:43a	9:45a	9:50a
9:44a	9:49a	9:51a	9:53a	9:58a
9:51a	9:56a	9:58a	10:00a	10:05a
9:59a	10:04a	10:06a	10:08a	10:13a
10:06a	10:11a	10:13a	10:15a	10:20a
10:16a	10:21a	10:23a	10:25a	10:30a
10:26a	10:31a	10:33a	10:35a	10:40a
10:36a	10:41a	10:43a	10:45a	10:50a
10:46a	10:51a	10:53a	10:55a	11:00a
10:56a	11:01a	11:03a	11:05a	11:10a
11:06a	11:11a	11:13a	11:15a	11:20a
11:16a	11:21a	11:23a	11:25a	11:30a
11:26a	11:31a	11:33a	11:35a	11:40a
11:36a	11:41a	11:43a	11:45a	11:50a
11:46a	11:51a	11:53a	11:55a	12:00p
11:56a	12:01p	12:03p	12:05p	12:10p
12:06p	12:11p	12:13p	12:15p	12:20p
12:16p	12:21p	12:23p	12:25p	12:30p
12:26p	12:31p	12:33p	12:35p	12:40p
12:36p	12:41p	12:43p	12:45p	12:50p
12:46p	12:51p	12:53p	12:55p	1:00p
12:56p	1:01p	1:03p	1:05p	1:10p
1:06p	1:11p	1:13p	1:15p	1:20p
1:16p	1:21p	1:23p	1:25p	1:30p
1:26p	1:31p	1:33p	1:35p	1:40p

**Southbound**

<b>BUSWAY &amp; SW 244 ST BSWY2444</b>	<b>BUSWAY &amp; SW 264 ST BSWY2643</b>	<b>BUSWAY &amp; SW 272 ST BSWY2723</b>	<b>BUSWAY &amp; SW 280 ST BSWY2804</b>	<b>BUSWAY &amp; SW 296 ST BSWY2964</b>
3:07p	3:12p	3:14p	3:17p	3:22p
3:12p	3:17p	3:19p	3:22p	3:27p
3:17p	3:22p	3:24p	3:27p	3:32p
3:28p	3:33p	3:35p	3:38p	3:43p
3:33p	3:38p	3:40p	3:43p	3:48p
3:39p	3:44p	3:46p	3:49p	3:54p
3:49p	3:54p	3:56p	3:59p	4:04p
3:54p	3:59p	4:01p	4:04p	4:09p
3:59p	4:04p	4:06p	4:09p	4:14p
4:09p	4:14p	4:16p	4:19p	4:24p
4:14p	4:19p	4:21p	4:24p	4:29p
4:19p	4:24p	4:26p	4:29p	4:34p
4:29p	4:34p	4:36p	4:39p	4:44p
4:34p	4:39p	4:41p	4:44p	4:49p
4:39p	4:44p	4:46p	4:49p	4:54p
4:49p	4:54p	4:56p	4:59p	5:04p
4:54p	4:59p	5:01p	5:04p	5:09p
4:59p	5:04p	5:06p	5:09p	5:14p
5:09p	5:14p	5:16p	5:19p	5:24p
5:19p	5:24p	5:26p	5:29p	5:34p
5:29p	5:34p	5:36p	5:39p	5:44p
5:34p	5:39p	5:41p	5:44p	5:49p
5:39p	5:44p	5:46p	5:49p	5:54p
5:49p	5:54p	5:56p	5:59p	6:04p
5:59p	6:04p	6:06p	6:09p	6:14p
6:09p	6:14p	6:16p	6:19p	6:24p
6:19p	6:24p	6:26p	6:29p	6:34p
6:29p	6:34p	6:36p	6:39p	6:44p
6:39p	6:44p	6:46p	6:49p	6:54p
6:49p	6:54p	6:56p	6:59p	7:04p
6:59p	7:04p	7:06p	7:09p	7:14p
7:04p	7:08p	7:10p	7:13p	7:17p
7:09p	7:13p	7:15p	7:18p	7:22p
7:12p	7:16p	7:18p	7:21p	7:25p
7:16p	7:20p	7:22p	7:25p	7:29p
7:20p	7:24p	7:26p	7:29p	7:33p
7:25p	7:29p	7:31p	7:34p	7:38p
7:33p	7:37p	7:39p	7:42p	7:46p
7:38p	7:42p	7:44p	7:47p	7:51p
7:40p	7:44p	7:46p	7:49p	7:53p
7:50p	7:54p	7:56p	7:59p	8:03p

10:27p	10:31p	10:32p	10:34p	10:38p
10:57p	11:01p	11:02p	11:04p	11:08p
11:27p	11:31p	11:32p	11:34p	11:38p
11:57p	12:01x	12:02x	12:04x	12:08x
12:36x	12:40x	12:41x	12:43x	12:47x

# **Exhibit E**



**Legend**

- 0.32 miles
- Healthcare Senior Housing - Public Bus Rapid Transit Stop
- Healthcare Senior Housing (DLP)





# **Exhibit F**

(1) above, identify the latitude and longitude coordinate, rounded to at least the sixth decimal place:

N/A

e. Proximity

(1) PHA or RD 515 Proximity Point Boost

(a) Does the proposed Development qualify for the PHA Proximity Point Boost?

No

If "Yes", provide the required letter as **Attachment 7**.

(b) Does the proposed Development qualify for the RD 515 Proximity Point Boost?

No

If "Yes", provide the required letter as **Attachment 14**.

(2) Transit Services

Applicants may select Private Transportation or provide the location information and distance for one of the remaining four Transit Services on which to base the Application's Transit Score.

(a) If the proposed Development will serve the Elderly (ALF or Non-ALF) Demographic Commitment, does the Applicant commit to provide Private Transportation?

Choose an item.

(b) Other Transit Services

Service	Latitude	Longitude	Distance (rounded up to the nearest hundredth of a mile)*
Public Bus Stop 1	<u>25.926809</u>	<u>-80.167789</u>	<u>0.06</u>
Public Bus Stop 2	<u>25.925912</u>	<u>-80.167825</u>	<u>0.09</u>
Public Bus Stop 3	<u>25.925912</u>	<u>-80.167825</u>	<u>0.09</u>
Public Bus Transfer Stop	<u>Latitude Coordinates</u>	<u>Longitude Coordinates</u>	<u>Distance</u>
Public Bus Rapid Transit Stop	<u>Latitude Coordinates</u>	<u>Longitude Coordinates</u>	<u>Distance</u>

SunRail Station, MetroRail Station, or TriRail Station	<a href="#">Latitude Coordinates</a>	<a href="#">Longitude Coordinates</a>	<a href="#">Distance</a>
--	--------------------------------------	---------------------------------------	--------------------------

\*Distance between the coordinates of the Development Location Point and the coordinates of the service. The method used to determine the latitude and longitude coordinates must conform to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C. All calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).

(3) Community Services

Service	Service Name	Service Address	Distance (rounded up to the nearest hundredth of a mile):*
Grocery Store	Walmart	1425 NE 163rd Street, North Miami Beach, FL	<u>0.14</u>
Medical Facility	Aventura Family Health	16899 NE 15th Avenue, North Miami Beach, FL	<u>0.29</u>
Pharmacy	Walgreens	1501 NE 163rd Street, North Miami Beach, FL	<u>0.07</u>
Public School	Fulford Elementary	16140 NE 18th Avenue, North Miami Beach, FL	<u>0.36</u>

The method used to determine the latitude and longitude coordinates must conform to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C. All calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).

f. Mandatory Distance Requirement

Does the proposed Development meet the Mandatory Distance Requirement automatically?

No

If "No", does the proposed Development and any Development(s) on the List serve the same demographic commitment category, have one or more of the same Financial Beneficiaries and meet at least one of the following criteria: (i) they are contiguous or divided by a street, and/or (ii) they are divided by a prior phase of the proposed Development?

No

If "Yes", these properties will be disregarded for purposes of the Mandatory Distance Requirement. Identify the specific Development(s) on the List to disregard:

[Click here to enter text.](#)

# **Exhibit G**

# License Verification

PRICE CHOICE PHARMACY #3 LLC PRICE CHOICE PHARMACY #3 LLC

License Number: PH25903

Data As Of 12/28/2020

- License Information
- Secondary Locations
- Disciplines/Amber

Profession Pharmacy  
 License P135803  
 License Status CLOSUD  
 Qualifications Community Pharmacy  
 Scheduling I & II

License Expiration Date 3/28/2021  
 License Original Issue Date 02/19/2012

Address of Record If further information is needed, please contact the Department of Health at (850) 488-0595.

Discipline on File No  
 Public Complaint No

Back

For instructions on how to request a license certification of your Florida license to be sent to another state from the Florida Department of Health, please visit the License Certifications web page.







[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
PRICE CHOICE PHARMACY #3 LLC

### Filing Information

<b>Document Number</b>	L11000033404
<b>FEI/EIN Number</b>	45-1144681
<b>Date Filed</b>	03/18/2011
<b>State</b>	FL
<b>Status</b>	INACTIVE
<b>Last Event</b>	ADMIN DISSOLUTION FOR ANNUAL REPORT
<b>Event Date Filed</b>	09/25/2020
<b>Event Effective Date</b>	NONE

### Principal Address

13931 NW 27th Ave  
Opa Locka, FL 33054

Changed: 01/09/2019

### Mailing Address

13931 NW 27th Ave  
Opa Locka, FL 33054

Changed: 01/09/2019

### Registered Agent Name & Address

Blanchard, Ted  
13931 NW 27th Ave  
Opa Locka, FL 33054

Name Changed: 01/09/2019

Address Changed: 01/09/2019

### Authorized Person(s) Detail

#### **Name & Address**

Title Director

Luna, Ken  
P.O. Box 56192  
Houston, TX 77256

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2018	04/23/2018
2018	06/01/2018
2019	01/09/2019

**Document Images**

<a href="#">01/09/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/01/2018 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/23/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/28/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/24/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/04/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/07/2012 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">05/25/2012 -- Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
<a href="#">04/15/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/17/2011 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">03/18/2011 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>

# **Exhibit H**

# Attachment

8

**FLORIDA HOUSING FINANCE CORPORATION**  
**Site Control Certification Form**

As of the Application Deadline for this RFA, the Applicant entity Residences at SoMi Parc, LLC

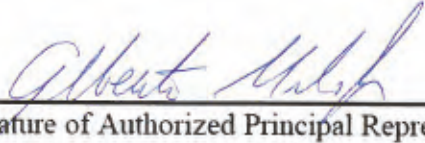
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has control of the Development site and all Scattered Sites, if applicable. Control of the site means that by Application Deadline the Applicant can establish one or more of the following requirements that include the terms set forth in Section Four A.7.a. of the RFA:

- Eligible Contract
- Deed or Certificate of Title
- Lease

To be considered complete, documents demonstrating that site control pursuant to the terms set forth in Section Four A.7.a. of the RFA are attached.

Under the penalties of perjury pursuant to Section 92.525, F.S., and of material misrepresentation pursuant to Section 420.508(35), Fla. Statutes, and Fla. Admin. Code Section 67-21.003(6) and/or 67-48.004(2), I declare and certify that I have read the foregoing and that the information is true, correct and complete.

  
\_\_\_\_\_  
Signature of Authorized Principal Representative

Alberto Milo, Jr.  
\_\_\_\_\_  
Name (typed or printed)

Principal of the Applicant  
\_\_\_\_\_  
Title (typed or printed)

This form must be signed by the Authorized Principal Representative stated in Exhibit A.



**OFFICIAL FILE COPY**  
**CLERK OF THE BOARD**  
**OF COUNTY COMMISSIONERS**  
**MIAMI-DADE COUNTY, FLORIDA**

**SUBLEASE AGREEMENT**

THIS SUBLEASE AGREEMENT ("Sublease") dated effective as of November 9, 2020, is made by and between RUDG, LLC, a Florida limited liability company (hereinafter called the "Sublessor") and Residences at SoMi Parc, LLC, a Florida limited liability company (hereinafter called the "Sublessee").

WHEREAS, the Sublessor is in rightful possession of certain real property located in Miami-Dade County, Florida, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Leased Property") pursuant to that certain Ground Lease dated as of October 29, 2020 (as may be amended, the "Master Lease"), by and between Miami-Dade County, a political subdivision of the State of Florida, through the Department of Public Housing and Community Development, as Landlord therein (the "Landlord") and Sublessor, as tenant therein; and

WHEREAS, Sublessor and Sublessee acknowledge that a true and correct copy of the Master Lease thereof has been provided by Sublessor and accepted by Sublessee, and the parties agree that the provisions of said Master Lease are incorporated herein by reference; and

WHEREAS, the Sublessor wishes to sublease to the Sublessee the portion of the Leased Property which is as more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "Demised Premises"), on the same terms and conditions as set forth in the Master Lease, except as modified hereby:

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals; Defined Terms. The above Recitals are true and correct and are hereby incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Master Lease.
2. Sublease. The Sublessor hereby subleases to the Sublessee, and the Sublessee hereby leases from Sublessor, the Demised Premises.
3. Term. The term of this Sublease shall be co-terminus with the Master Lease, commencing on the date hereof and ending on the date which is seventy-five (75) years from the Lease Date. The obligation to pay Rent shall begin on the date on which the Sublessee closes on the construction financing and tax credit syndication for its contemplated development (the "Commencement Date"). In any event, the term of this Sublease shall expire upon the expiration of the term of the Master Lease. Anything to the contrary herein notwithstanding, Sublessor may terminate this Sublease by written notice to Sublessee given at any time after September 30, 2021, if by such date Sublessee has not received an award of low income housing tax credits or other funding applied for by Sublessee, from the Florida Housing Finance Corporation.
4. Rent. Sublessee hereby agrees to pay to Sublessor as Rent, under this Sublease, a one-time capitalized lease payment, to be paid upon the Commencement Date, in the amount



of \$427,500 (the "Capitalized Payment"), which is the portion of the Lump Sum Ground Lease Payment determined by Sublessor and Sublessee to be apportioned to the Demised Premises. Sublessee shall also pay to Sublessor all other applicable amounts set forth in Exhibit B to the Master Lease; provided, however, that to the extent Rent is paid directly by Sublessee to Landlord, the Sublessee's obligations to pay Rent under this Section 4 shall be satisfied. As and when the Rent is due and payable under the Master Lease, Sublessee shall pay such Rent directly to Landlord, which shall satisfy the obligations of Sublessee to otherwise have paid the Rent to Sublessor. It is the intention of this Sublease that the Sublessee shall be liable for the payment with respect to the units to be developed at the Demised Premises of all Rent and impositions becoming due and payable under the Master Lease by Sublessor to Landlord, during the term of this Sublease. To that end, Sublessee shall make all payments of Rent and impositions directly to Landlord. Provided, however, that there shall be no obligation on the part of Sublessee (or any successor of Sublessee) for the payment of any such Rent or other impositions which shall become due and payable with respect to any portion of the Demised Premises transferred subsequent to the termination of Sublessee's possession of any portion of the Demised Premises, or transfer of Sublessee's rights, under the terms of this Sublease and the termination or expiration of this Sublease.

5. Relationship to Master Lease. This agreement is a sublease and is subject to all the provisions in the Master Lease. Neither Sublessor nor Sublessee shall commit or permit to be committed any act or omission that will violate any provisions of the Master Lease with respect to the Demised Premises. Except with regard to rights of sublessees and the rights or obligations of Landlord, as set forth in the Master Lease, if the Master Lease terminates with respect to the Demised Premises, this Sublease shall terminate, and the parties shall be relieved from all liabilities and obligations under this Sublease, except with respect to any obligations which specifically survive the termination or expiration of this Sublease. This Sublease is made expressly subject to the terms, covenants and conditions of the Master Lease, and Sublessee expressly assumes any and all of the obligations of Sublessor under the Master Lease with respect to the Demised Premises, and agrees to be subject to all conditions and restrictions to which Sublessor is subject including, but not limited to, the obligation for the development, use and operation of every part of the Demised Premises. Any act required to be performed by Sublessor pursuant to the terms of the Master Lease in respect of the Demised Premises shall be performed by Sublessee and the performance of such act shall be deemed to be performed by Sublessor and shall be accepted by Landlord as Sublessor's act, provided such act is otherwise performed in accordance with the terms of the Master Lease. Nothing herein contained shall be construed to modify, waive, impair or otherwise affect any of the covenants, agreements, terms, provisions or conditions in the Master Lease (except as herein expressly provided), and all covenants, agreements, terms, provisions and conditions of the Master Lease are hereby mutually declared to be in full force and effect. It is the express intention of the parties of this Sublease that the Master Lease is incorporated into this Sublease and Sublessee, and not Sublessor, shall be responsible for all provisions of the Master Lease in respect of the Demised Premises as if they were fully set forth in this Sublease.

6. Rights of Sublessee. Sublessee (and all succeeding and successor transferees) shall succeed to all rights and obligations of Sublessor under the Master Lease with respect to the Demised Premises, including but not limited to the right to mortgage, encumber and otherwise assign and further sublease the Demised Premises, subject, however, to all duties and obligations of Sublessor as set forth in the Master Lease, and subject to the terms hereof.

7. Further Sublet. Subject to the Master Lease, the Sublessee may further sublet the Demised Premises or any part thereof to residential and retail tenants under unrecorded leases, with rights as tenants only, without the prior written consent of Sublessor.

8. Public Liability Insurance. The Sublessee agrees to maintain the insurance in respect of the Demised Premises in the types and amounts described in the Master Lease and shall name Sublessor as an additional insured under all such policies. Coverages required by this section shall be evidenced by certificates of insurance from insurance companies reasonably acceptable to Sublessor showing the requisite liability limits and shall specify that Sublessee's insurance policies shall not be modified, altered, canceled or allowed to expire or lapse without thirty (30) days prior notice to Sublessor. Sublessor is to be held harmless, from and against any and all liability, losses, and damages suffered or incurred by Sublessor by reasons directly (a) arising out of or (b) caused by Sublessee, in connection with Sublessee's occupancy of the Demised Premises, excepting loss and/or injury caused by the acts, negligence or omissions of the Sublessor, its servants, agents or representatives.

9. Sublessor's Representations and Warranties. Sublessor hereby represents and warrants to Sublessee that, as of the date hereof:

(a) It has full power and authority to enter into this Sublease and perform in accordance with its terms and provisions and that the parties signing this Sublease on behalf of Sublessor have the authority to bind Sublessor and to enter into this transaction and Sublessor has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Sublease.

(b) Sublessor will deliver possession of the Demised Premises to Sublessee, and, at all times, keep the Demised Premises free and clear of any and all liens, mortgages, encumbrances, tenancies and occupancies of every nature whatsoever.

(c) Sublessor is the current lessee under the Master Lease.

(d) Sublessor has not made, caused or incurred, or allowed any other to make, cause or incur, any assignment, sale, sublease, disposition or transfer or any right, title, and/or interest in, to, and under the Master Lease of the Demised Premises (other than that which may have been made to Sublessee), or any claim, demand, obligation, liability, action or cause of action in any way pertaining to the Master Lease or the Demised Premises.

(e) There are no existing mortgages, encumbrances or liens on Sublessor's leasehold interest and Sublessor will not hereafter subordinate to or mortgage or encumber its leasehold interest.

10. Sublessee's Representations and Warranties. Sublessee hereby represents and warrants to Sublessor that, as of the date hereof, Sublessee has full power and authority to enter into this Sublease and perform in accordance with its terms and provisions and that the parties signing this Sublease on behalf of Sublessee have the authority to bind Sublessee and to enter into this transaction and Sublessee has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Sublease.



11. Events of Default of Sublessee. The occurrence of any of the following shall be an "Event of Default" of Sublessee hereunder:

(a) Default is made in the due and punctual payment of the Rent payable to Sublessor under this Sublease when and as the same shall become due and payable and such default shall continue for a period of ninety (90) days after written notice thereof from Sublessor to Sublessee.

(b) Default is made by Sublessee in keeping, observing or performing any of the terms contained in this Sublease, excepting the obligation to pay the Rent, and such default shall continue for a period of ninety (90) days after written notice thereof from Sublessor to Sublessee setting forth with reasonable specificity the nature of the alleged breach; or in the case of such default or contingency which cannot with due diligence and in good faith be cured within ninety (90) days, Sublessee fails within said ninety (90) day period to proceed promptly and with due diligence and in good faith to pursue curing said default.

(c) Any default in the obligations of Sublessor under the Master Lease relating to the Demised Premises, other than (i) an obligation which can only be performed by Sublessor thereunder or (ii) a default which is caused by Sublessor.

12. Failure to Cure Default by Sublessee. If an Event of Default of Sublessee shall occur, Sublessor, at any time after the periods set forth in Section 11 (a) or (b) and provided Sublessee has failed to cure such Event of Default within such applicable period, or in the case of such default or contingency which cannot with due diligence and in good faith be cured within ninety (90) days, Sublessee fails within said ninety (90) day period to proceed promptly and with due diligence and in good faith to pursue curing said default, shall, have the following rights and remedies, which are cumulative:

(a) In addition to any and all other remedies, in law or in equity, or as set forth in this Sublease, that Sublessor may have against Sublessee, Sublessor shall be entitled to sue Sublessee for all damages, costs and expenses arising from Sublessee's committing an Event of Default hereunder and to recover all such damages, costs and expenses, including reasonable attorneys' fees at both trial and appellate levels.

(b) To restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default of Sublessee and to obtain a decree specifically compelling performance of any such term or provision of this Sublease without notice to Sublessor or the necessity of posting a bond.

13. Events of Default of Sublessor. It shall be an Event of Default of Sublessor, if default shall be made by Sublessor in keeping, observing or performing any of the duties imposed upon Sublessor pursuant to the terms of this Sublease and such default shall continue for a period of ninety (90) days after written notice thereof from Sublessee to Sublessor setting forth with reasonable specificity the nature of the alleged breach; or, in the case of any such default or contingency which cannot, with due diligence and in good faith, be cured within ninety (90) days, Sublessor fails within said ninety (90) day period to proceed promptly after such notice and with due diligence and in good faith to cure said Event of Default.

If an Event of Default of Sublessor shall occur, Sublessee, at any time after the period set forth in this Section 13, shall have the following rights and remedies which are cumulative:

(a) To restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default of Sublessor and to obtain a decree specifically compelling performance of any such term or provision of this Sublease without notice to Sublessor or the necessity of posting a bond.

(b) In the event that the Sublessor's default is of a nature which makes performance of this Sublease impossible, Sublessee may terminate any and all obligations that Sublessee may have under this Sublease, in which event Sublessee shall be released and relieved from any and all liability under this Sublease and shall surrender possession of the Demised Premises to Sublessor.

14. Power of Attorney-Sublessor. (a) Subject to Sublessor's prior approval of any instrument or document described in this Section, which approval shall not be unreasonably withheld, Sublessor hereby irrevocably constitutes Sublessee its true and lawful attorney in fact in its name, place and stead to make, execute, swear to, acknowledge, deliver and file:

(i) Any instrument which may be required to be filed by the Sublessor under the terms of the Master Lease, or which Sublessee deems advisable to file under the terms of the Master Lease;

(ii) Any documents which may be required or appropriate to amend the terms of the Master Lease, to effect the continuation of the Master Lease, or the termination of the Master Lease; or

(iii) Any document necessary or proper to carry out the intent of the Sublessor's powers and/or duties.

(b) The above power of attorney:

(i) Is a special power of attorney coupled with an interest, is irrevocable and will survive the dissolution of the Sublessor or any other event; and

(ii) May be exercised by the Sublessee on behalf of Sublessor by an actual or facsimile signature of a duly authorized representative of the Sublessee.

(c) Upon the request of Sublessee, the Sublessor shall from time to time execute a separate power of attorney that may be necessary or proper to permit the above-listed powers to be exercised, and any document which the Sublessee would be authorized to execute by virtue of any such powers.

15. Discharge of Liens. Sublessor is not authorized to contract for or on behalf of itself or Sublessee for work or the furnishing of materials to the Demised Premises. Sublessor shall discharge of record by payment, bond or otherwise, within five (5) days subsequent to the date of its receipt of notice thereof from Sublessee, any mechanic's, laborer's or similar lien filed against the Demised Premises for work or materials claimed to have been furnished at the instance of Sublessor. If Sublessor shall fail to cause such lien or claim



of lien to be so discharged or bonded within such period, in addition to any other right or remedy it may have, Sublessee may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by procuring the discharge of such lien or claim by deposit in court or bonding, and in any such event, Sublessee shall be entitled, if Sublessee so elects, to compel the prosecution of any action for the foreclosure of such lien or claim by claimant and to pay the amount of the judgment, if any, in favor of the claimant, with interest, costs and allowances. Sublessee shall be entitled to offset any sum or sums so paid by Sublessee, and all costs and expenses incurred by Sublessee, including, but not limited to, attorneys' fees in processing such discharge or in defending any such action against any Rent due under this Sublease.

16. Notices. Each notice required or permitted to be given hereunder or pursuant to the Master Lease must comply with the requirements of Article 14.11 of the Master Lease. The addresses for the parties hereto are as follows:

Sublessor: RUDG, LLC  
444 Brickell Avenue, Third Floor  
Miami, FL 33130

Sublessee: Residences at SoMi Parc, LLC  
444 Brickell Avenue, Third Floor  
Miami, FL 33130

17. Subleasehold Mortgage.

(a) Without limiting any of the provisions of the Master Lease as to the mortgaging of the Sublessee's subleasehold estate in the Demised Premises, it is agreed that, without Sublessor's prior consent, Sublessee shall have the right from time to time during the Term to mortgage, collaterally assign, or otherwise encumber in favor of one or more lenders the Sublessee's leasehold estate and interest ("Leasehold Interest") under one or more leasehold mortgages ("Leasehold Mortgages"), the Sublessee's personalty located on the Demised Premises, its subleases and issues, rents and profits therefrom, as security for such Leasehold Mortgages.

(b) In the event of any default by Sublessee under the Sublease or any Leasehold Mortgage, Sublessor will allow Permitted Leasehold Mortgagee (as hereinafter defined) to enforce its lien and security interest in Sublessee's personal property located at the Demised Premises including assembling and removing all of Sublessee's personal property located on the Premises. Sublessor hereby waives any landlord's lien it might hold, statutory, constitutional, contractual or otherwise, in any personal property owned or leased by Sublessee and now or hereafter located on the Demised Premises. If so requested by Sublessee, Sublessor shall execute a waiver of any right, title or interest or right to seize any of Sublessee's personal property on the Demised Premises that may be subject to a lien or security interest in favor of Permitted Leasehold Mortgagee or a seller of Sublessee's personal property or creditor holding a security interest in such personal property.

(c) (i) if the Sublessee shall mortgage its Leasehold Interest, and if the holder of such Leasehold Mortgage (each a "Permitted Leasehold Mortgagee") shall provide the Sublessor with notice of such Leasehold Mortgage together with a true copy

of such Leasehold Mortgage and the name and address of the mortgagee, the Sublessor and the Sublessee agree that, following receipt of such notice by the Sublessor, the provisions of this Section 17 shall apply with respect to such Leasehold Mortgage.

(ii) Sublessor agrees that no notice given to Sublessee subsequent to the date Sublessee's leasehold interest in the Land is encumbered by a Leasehold Mortgage is valid unless simultaneously given to the Permitted Leasehold Mortgagee at the address provided by it.

(iii) In the event of any assignment of a Leasehold Mortgage or in the event of change of address of a Permitted Leasehold Mortgagee or of an assignee of such Leasehold Mortgage, notice of the new name and address shall be provided to the Sublessor.

(iv) After the Sublessor has received the notice provided for by subsection (c)(1) above, the Sublessee, upon being requested to do so by the Sublessor, shall with reasonable promptness provide the Sublessor with copies of the note or other obligation secured by such Leasehold Mortgage and of any other documents pertinent to the Leasehold Mortgage and of each amendment or other modification or supplement to such instruments.

(d) Until such time as the Leasehold Mortgages are paid in full, the Sublessor shall not consent to any termination, material amendment, modification or supplement to this Sublease unless consented to in writing by the Permitted Leasehold Mortgagees which consent will not be unreasonably delayed, conditioned or withheld.

(e) In the event there is a conflict between the terms of this Sublease and those of a Leasehold Mortgage (including but not limited to the provisions of this Sublease and those of a Leasehold Mortgage pertaining to the disposition of insurance proceeds or condemnation awards), the terms of the Leasehold Mortgage shall govern.

(f) Permitted Leasehold Mortgagee may at its option, at any time before this Sublease has been terminated as provided herein, and before the expiration of the time periods specified in Section 17(g) below, pay any of the Rent or other sums due under this Sublease, or effect any insurance, or pay any taxes or assessments, or make any repairs and improvement, or do any act or thing which may be necessary and proper to be done in the observance of the covenants and conditions of this Sublease or to prevent the termination of this Sublease. Permitted Leasehold Mortgagee also shall be afforded the right, but not the obligation, to perform any other term, covenant, or condition of this Sublease to be performed by Sublessee, as well as to remedy any default by Sublessee hereunder, and Sublessor shall accept such performance by any Permitted Leasehold Mortgagee with the same force and effect as if furnished by Sublessee, provided, however, that Permitted Leasehold Mortgagee shall not thereby or hereby be subrogated to the rights of Sublessor. Additionally, Sublessee may delegate irrevocably to Permitted Leasehold Mortgagee the authority to exercise any or all of Sublessee's rights hereunder, including, but not limited to the right of Permitted Leasehold Mortgagee to participate (in conjunction with or to the exclusion of Sublessee) in any proceeding, arbitration or settlement involving condemnation or eminent domain affecting Sublessee's leasehold interest in the Demised Premises, but no such delegation shall be binding upon Sublessor unless and until either



Sublessee or Permitted Leasehold Mortgagee in question shall give to Sublessor a true copy of a written instrument effecting such delegation, in form required for recording. Any provision of this Sublease that gives Permitted Leasehold Mortgagee the privilege of exercising a particular right of Sublessee hereunder on condition that Sublessee shall have failed to exercise such right shall not be deemed to diminish any privilege that Permitted Leasehold Mortgagee may have, by virtue of a delegation of authority from Sublessee, to exercise such right without regard to whether or not Sublessee shall have failed to exercise such right.

(g) Sublessor shall give Permitted Leasehold Mortgagee notice in writing of any defaults by Sublessee under this Sublease, and Permitted Leasehold Mortgagee shall have sixty (60) days after receipt of such written notice from Sublessor to cure such default which is reasonably susceptible of cure. Further, as to any non-monetary default, Permitted Leasehold Mortgagee shall have one hundred eighty (180) days after receipt of such written notice from Sublessor, and a reasonable time after the expiration of said one hundred eighty (180) days if it shall have commenced foreclosure or other appropriate proceeding in the nature thereof within said one hundred eighty (180) day period and is diligently prosecuting the same, within which to endeavor to cure such default; and notwithstanding any other provision of this Sublease, all rights (if any) of Sublessor to terminate this Sublease upon the default by Sublessee are and shall continue to be at all times while Sublessee is indebted to Permitted Leasehold Mortgagee, subject to and conditioned upon Sublessor's first having given Permitted Leasehold Mortgagee written notice of such default and Permitted Leasehold Mortgagee's failure to cure such default within the time and upon the conditions stated above after receiving such written notice of default. Notwithstanding anything contained herein to the contrary, any right of Sublessor to terminate this Sublease shall be postponed indefinitely if the default which gives rise to such termination right is of such a nature that the same is not susceptible of being cured by Permitted Leasehold Mortgagee and Permitted Leasehold Mortgagee shall institute foreclosure proceedings and diligently prosecute the same to completion, subject to any stay in any proceedings involving the insolvency of Sublessee or other proceeding or injunction (unless, in the meantime, Permitted Leasehold Mortgagee shall acquire Sublessee's estate hereunder, either in its own name or through a nominee, by assignment in lieu of foreclosure).

(h) A Permitted Leasehold Mortgagee may become the holder of the Sublessee's leasehold estate and succeed to the Sublessee's interest in this Sublease by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Sublease in lieu of foreclosure, and any purchaser at a foreclosure proceeding undertaken in regard to a Leasehold Mortgage may become the holder of the Sublessee's leasehold estate and succeed to the Sublessee's interest in this Sublease by such foreclosure proceedings. A Permitted Leasehold Mortgagee may exercise any rights and remedies available to it under its Leasehold Mortgage without consent or approval of Sublessor.

(i) In case of the termination of this Sublease by reason of the happening of any Event of Default or of bankruptcy or insolvency of the Sublessee, Sublessor shall provide written notice of such termination to Permitted Leasehold Mortgagee and shall include in the notice a statement of all sums which would be due under this Sublease at the time of termination and all other defaults of Sublessee existing at such time. Sublessor will enter into a new sublease for the Demised Premises with the Permitted Leasehold Mortgagee, for the remainder of the term, effective as of the date of such termination, at the same Rent and subject to the same covenants and agreements, terms, provisions and limitations herein contained, provided that:

(i) The Sublessor receives the Permitted Leasehold Mortgagee's written request for such new sublease within 60 days from the date that notice of such termination is received by Permitted Mortgagee and all amounts then due and owing to the Sublessor under this Sublease shall be paid coterminous with the entry into the new sublease together with any and all costs and expenses, including reasonable counsel fees, court costs and disbursements made by the Sublessor in connection with any such default and termination as well as in connection with the execution and delivery of the new sublease, less the net income collected by the Sublessor from the Demised Premises subsequent to the date of termination of this Sublease and prior to the execution and delivery of the new lease, any excess of such net income over the aforesaid sums and expenses to be applied in payment of the Rent thereafter becoming due under the new sublease; and

(ii) Upon the execution and delivery of the new sublease at the time payment is made in (1) above, all subleases which thereafter may have been assigned and transferred to the Sublessor shall thereupon be assigned and transferred without recourse by the Sublessor to the Permitted Leasehold Mortgagee, as the new Sublessee.

(j) (i) For the purposes of this Section 17, the making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Sublease or of the Leasehold Interest hereby created, nor shall any Permitted Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Sublease or of the Leasehold Interest hereby created so as to require such Permitted Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of the Sublessee to be performed hereunder; however, the purchaser at any sale of this Sublease and of the Leasehold Interest hereby created under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage shall be deemed to be an assignee or transferee within the meaning of this Section 17, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the Sublessee to be performed hereunder from and after the date of such purchase and assignment, but only for so long as such purchaser or assignee is the owner of the Leasehold Interest. If the Permitted Leasehold Mortgagee or its designee shall become holder of the Leasehold Interest and if the improvements on the Demised Premises shall have been or become materially damaged on, before or after the date of such purchase and assignment, the Permitted Leasehold Mortgagee or its designee shall be obligated to repair, replace or reconstruct the improvements only to the extent of the net insurance proceeds received by the Permitted Leasehold Mortgagee or its designee by reason of such damage. However, should such net insurance proceeds be insufficient to repair, replace or reconstruct the Project or other improvements, and should the Permitted Leasehold Mortgagee or its designee choose not to fully reconstruct the improvements, such failure shall constitute an event of default under this Sublease.

(ii) Any Permitted Leasehold Mortgagee or other acquirer of the Leasehold Interest of the Sublessee pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings may, upon acquiring the Sublessee's Leasehold Interest, without further consent of the Sublessor, sell and assign the Leasehold Interest on such terms and to such persons and organizations as are acceptable to such Permitted Leasehold Mortgagee or acquirer and thereafter be relieved of all obligations under this Sublease; provided the Sublessor has approved such assignee, which approval shall not



be unreasonably withheld, and such assignee has delivered to the Sublessor its written agreement to be bound by all of the provisions of this Sublease.

(iii) Notwithstanding any other provisions of this Sublease to the contrary, any sale of this Sublease and of the Leasehold Interest hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignment or transfer of this Sublease and of the Leasehold Interest hereby created in lieu of the foreclosure of any Leasehold Mortgage, shall be deemed to be a permitted sale, transfer or assignment of this Sublease and of the Leasehold Interest hereby created.

(k) The Sublessor shall give each Permitted Leasehold Mortgagee prompt notice of any legal proceedings between the Sublessor and the Sublessee involving obligations under this Sublease. Each Permitted Leasehold Mortgagee shall have the right to intervene in any such proceedings and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. In the event that any Permitted Leasehold Mortgagee shall not elect to intervene or become a party to any such proceedings, the Sublessor shall give the Permitted Leasehold Mortgagee notice of, and a copy of any award or decision made in any such proceedings, which shall be binding on the Permitted Leasehold Mortgagee.

(l) Intentionally Omitted.

(m) The Sublessor shall, without charge, at any time and from time to time hereafter, but not more frequently than twice in any one-year period (or more frequently if such request is made in connection with any sale or mortgaging of Sublessee's Leasehold Interest or permitted subletting by the Sublessee), within ten (10) days after written request from the Sublessee or Permitted Leasehold Mortgagee to do so, certify by written instrument duly executed and acknowledged to any Permitted Leasehold Mortgagee or purchaser, or proposed leasehold mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (i) as to whether this Sublease has been supplemented or amended and if so, the substance and manner of such supplement or amendment; (ii) as to the validity and force and effect of this Sublease, in accordance with its tenor; (iii) as to the existence of any default hereunder; (iv) as to the existence of any known offsets, counterclaims or defenses hereto on the part of the Sublessee; (v) as to the commencement and expiration dates of the term of this Sublease; and (vi) as to any other matters as may be reasonably so requested. Any such certificate may be relied upon by the Sublessee and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the Sublessor.

(n) Notices from the Sublessor to the Permitted Leasehold Mortgagee shall be mailed to the address furnished to the Sublessor, and those from the Permitted Leasehold Mortgagees to the Sublessor shall be mailed to the address designated pursuant to the provisions of Section 17(c)(i). Such notices, demands and requests shall be given in the manner described in Section 16 and shall in all respects be governed by the provisions of that section.

(o) In case of the termination of this Sublease by reason of the happening of any Event of Default or of bankruptcy or insolvency of the Sublessee, the Sublessor shall give prompt notice thereof to each Permitted Leasehold Mortgagee who has made the request referred to in Section 17(c).

18. Investor. The following shall apply with respect to the Sublessee's Investor (the "Investor"):

(a) The Sublessor agrees to accept payment or performance by the Investor as though the Sublessee had done the same, and the Investor shall be given all of the same cure rights as a Permitted Leasehold Mortgagee under this Sublease.

(b) The Sublessor agrees to give the Investor, at the address to be provided by the Investor, a written copy of all notices and demands that the Sublessor gives to the Sublessee.

(c) The Sublessor shall not terminate this Sublease if:

(i) At the time of the Event of Default, the Sublessor or Sublessor's member is the Sublessee's general partner or managing member, or an affiliate of the Sublessee's general partner or managing member;

(ii) Within one hundred twenty (120) days after the Investor's receipt of notice, the Investor (A) cures the Event of Default, or (B) if the Event of Default reasonably requires more than one hundred twenty (120) days to cure, commences to cure the Event of Default and diligently prosecutes the same to completion; or

(iii) If the Event of Default cannot be cured by payment or expenditure of money, and the Investor (A) initiates other appropriate proceedings to remove and replace the general partner or managing member as provided in the Sublessee's amended and restated partnership or operating agreement (the "Governing Agreement") within one hundred twenty (120) days after receipt of notice, (B) cures all other Events of Default, (C) complies with all other covenants and conditions of this Sublease capable of compliance, and (D) continues to pay all real property taxes and assessments, and insurance premiums to be paid by the Sublessee under this Sublease, then the Investor shall then have one hundred twenty (120) days following the date on which the Investor or its nominee is able to become the replacement general partner or managing member of the Sublessee, to cure such Event of Default. Notwithstanding anything contained herein to the contrary, if any such Event of Default, by its nature, is such that it cannot practicably be cured within said 120-day period, then the Investor shall have such time as shall be reasonably necessary to cure the Event of Default provided that the Investor commences such cure within said 120-day period and thereafter diligently prosecutes the cure to completion.

(d) The Sublessor agrees to accept performance by the Investor of all cures, conditions and covenants as though performed by the Sublessee, and agrees to permit the Investor access to the Demised Premises to take all such actions as may be necessary or useful to perform the Sublessee's covenants under this Sublease or to cure an Event of Default of the Sublessee.

(e) If the Investor elects any of the above-mentioned options, then upon the Investor's or its nominee's acquisition of the general partner or managing member interest under the Governing Agreement, this Sublease shall continue in full force and effect during the 15-year tax credit compliance period, provided that, if the Investor elects the option provided in Section 18(C)(iii) above, then upon the Investor's acquisition of the general partner or managing



member interest under the Governing Agreement, the Investor shall cure all prior Events of Default of the Sublessee under this Sublease that are reasonably capable of being cured by an Investor within the time set forth in Section 18(C)(iii) above. If the Investor commences an action as set forth in Section 18(C)(iii), and thereafter the Sublessee cures such Events of Default (which cure the Sublessor shall be obligated to accept) and the Investor then terminates all proceedings under the option in Section 18(C)(iii) above, then this Sublease shall remain in full force and effect between the Sublessor and the Sublessee during the 15-year tax credit compliance period.

(f) During the 15-year tax credit compliance period the Sublessor and the Sublessee shall not agree between themselves to any material amendment, modification or supplement to this Sublease without the prior written consent of the Investor, which consent will not be unreasonably delayed, conditioned or withheld.

(g) So long as the Investor is prevented by injunction issued by any court or by any statutory stay, or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving the Sublessee, from commencing or prosecuting the replacement of the general partner or managing member pursuant to the terms of the Governing Agreement or other appropriate proceedings in the nature thereof, the Investor shall not be deemed for that reason to have failed to commence such proceedings or to have failed to diligently prosecute such proceedings, provided that the Investor use reasonable efforts to contest and appeal the issuance or continuance of any such process, stay or injunction.

(h) Notwithstanding anything to the contrary set forth elsewhere in this Sublease, the Sublessor and the Sublessee hereby acknowledge and agree that the Investor shall be deemed a third-party beneficiary of the provisions of this Sublease which specifically grant the Investor rights and/or benefits, including, without limitation, those provisions which entitle the Investor to receive notice and exercise the right to cure. In connection therewith, the Investor may seek any and all remedies available to the Investor in order to enforce such provisions.

19. Miscellaneous. This Sublease shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, legal representatives, successors and permitted assigns. This Sublease is governed by and shall be interpreted in accordance with the laws of the State of Florida. Neither this Sublease nor any provisions hereof or of the Master Lease may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

20. Grant of Quiet Enjoyment. Sublessee, upon paying the Rent and Sublease Rent and performing in accordance with the terms, agreements, and provisions of this Sublease, shall peaceably and quietly have, hold and enjoy the Demised Premises during the term of this Sublease without interruption, disturbance, hindrance or molestation by Sublessor or by anyone claiming by, through or under Sublessor.

21. Recording. At Sublessee's behest, a Memorandum of this Sublease shall be recorded among the Public Records of Miami-Dade County, Florida, at the sole cost of Sublessee.

22. Sublessor's Covenants. Sublessor hereby covenants to and agrees with Sublessee that during the Term of this Sublease, Sublessor will not (a) amend, modify, cancel or terminate the Master Lease, or exercise any rights of the Sublessor thereunder in any way which materially diminishes the rights or increases the responsibilities of Sublessee, without the prior written consent of Sublessee, which consent may be withheld by Sublessee in Sublessee's sole and absolute discretion, or (b) take any action or omit to take any action which would cause a default in the Master Lease by Sublessor unless such default is caused by the default of the Sublessee hereunder.

23. Cooperation. Sublessor shall, from time to time, upon request from Sublessee, execute and deliver or cause to be made, executed and delivered to Sublessee, such further assurances and other documents as may be necessary or desirable in order to effectuate and/or complete the purposes and intents of this Sublease.

(SIGNATURES APPEAR ON FOLLOWING PAGES)



IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Sublease on the date stated at the beginning of this Sublease

**SUBLESEE:**

RESIDENCES AT SOMI PARC, LLC, a Florida limited liability company

**SUBLESSOR:**

RUDG, LLC, a Florida limited liability company

By: Tony Del Pozzo  
Name: Tony Del Pozzo  
Title: Vice President  
Date: 11/6/20  
Attest: Desiree Faulkner  
Notary Public Signature

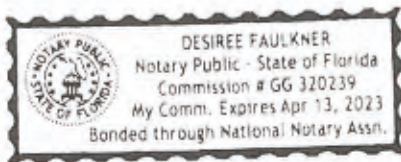
By: Alberto Milo, Jr.  
Name: Alberto Milo, Jr.  
Title: President  
Date: 11/5/20  
Attest: Desiree Faulkner  
Notary Public Signature

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization. He or She is personally known to me or has produced the following type of identification:

Desiree Faulkner 04.13.2023  
Print or Stamp of Notary Public / Expiration Date / Notary Public Seal:

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization. He or She is personally known to me or has produced the following type of identification:

Desiree Faulkner 04.13.2023  
Print or Stamp of Notary Public / Expiration Date / Notary Public Seal:



**TO INCLUDE ACKNOWLEDGMENT FROM COUNTY APPROVING SUBLEASE**

**EXHIBIT "A" TO SUBLEASE  
ENTIRE LEASED PROPERTY - LEGAL DESCRIPTION**

Folio 09-4025-063-0010

25 54 40 3.26 Ac. PB 102-19  
University Gardens Subdivision No. 3  
Tract C

Folio 09-4025-063-0020

25 54 40 3. Ac. PB 102-19  
University Gardens Subdivision No. 3  
Tract D

EXHIBIT "B" TO SUBLEASE

DEMISED PREMISES  
LEGAL DESCRIPTION

Residences at SoMi Parc

Folio 09-4025-063-0020

25 54 40 3. Ac. PB 102-19  
University Gardens Subdivision No. 3  
Tract D

**CONSENT BY LANDLORD**

The undersigned Landlord and fee owner, **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida ("County") as Landlord under that certain lease ("Lease") between County and **RUDG, LLC**, a Florida limited liability company (hereinafter called the "Sublessor"), hereby consents to the foregoing Sublease by the Sublessor to Residences at SoMi Parc, LLC, (hereinafter called the "Sublessee"), upon the express understanding that:

1. Nothing contained in the Sublease shall be taken or construed to in any way modify, alter, waive or affect any of the terms, covenants, or conditions contained in the Master Lease with Tenant; and
2. There shall be no further assignment of the Master Lease, except in accordance with the terms and conditions of the Master Lease.

**MIAMI-DADE COUNTY**, a political subdivision of the State of Florida



Digitally signed by Tara C. Smith  
 Date: 2020.11.13  
 14:40:51 -05'00'

By: Tara C. Smith  
 Name: Carlos A. Gimenez  
 Title: Mayor  
 Date: 11/13/2020  
 Attest: [Signature]  
 Clerk of the Board

Approved as to form and legal sufficiency

A handwritten signature in black ink, appearing to read "Terrence A. Smith".

\_\_\_\_\_  
 Terrence A. Smith  
 Assistant County Attorney

GROUND LEASE

Dated as of October 29, 2020

between

**MIAMI-DADE COUNTY**

Landlord

and

**RUDG, LLC,**

a Florida limited liability company

Tenant



**GROUND LEASE**

**Project No. WOPR-01295-01A, for the Redevelopment of South Miami Gardens (Group 1)**

THIS GROUND LEASE (the **Lease**), made as of October 29, 2020 (the **Lease Date**), by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida and a “public housing agency” as defined in the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*, as amended) (**Landlord**), and **RUDG, LLC**, a Florida limited liability company (**Tenant**). Capitalized terms used in this Lease, without being defined elsewhere herein, shall have the meanings set forth in Section 1.1 hereof.

**WITNESSETH:**

**WHEREAS**, Landlord is the owner of the Land consisting of certain real property located in Miami-Dade County, Florida, on which is located a public housing development known as South Miami Gardens (FLA 5-60); and

**WHEREAS**, Landlord sought prequalified developers under the RFQ-01295 Prequalification Pool, Redevelopment of County Properties Under the Rental Assistance Demonstration Program (RAD Program Pool), to redevelop the Land pursuant to the terms and conditions set forth in Work Order Proposal Request No. 01295-01, for Redevelopment of South Miami Gardens (Group 1), Arthur Mays Villas & Naranja (Group 2), Little Havana Homes & Jose Marti Plaza (Group 3), Perrine Gardens & Perrine Villas (Group 4), and Homestead Gardens (Group 5) (**WOPR**); and

**WHEREAS**, Tenant has proposed to construct approximately 480 mixed-income units on the Land, 58 of which will be RAD Units; and

**WHEREAS**, Tenant intends to apply for various sources of private and public funding, which may include but is not limited to Low Income Housing Tax Credits (**LIHTC**) through the Florida Housing Finance Corporation (**FHFC**) and Federal Housing Administration’s (FHA) 221(d)(4) program; and is required to meet certain requirements as a condition of being awarded such financing; and is responsible in all cases for identifying adequate project funding; and

**WHEREAS**, such applications require Tenant to present evidence of site control over the Land at the time of the application as a condition of being awarded financing; and

**WHEREAS**, evidence of site control over the Land includes a ground lease; and

**WHEREAS**, on October 6, 2020, the Miami-Dade Board of County Commissioners (the **Board**) adopted Resolution No. R-961-20, awarding South Miami Gardens (Group 1) to the Tenant and approving the execution of this Lease; and

**WHEREAS**, Landlord and Tenant are willing to enter into this Lease of the Land conditioned on Tenant obtaining financing, which may include FHFC awarding Tenant LIHTC.

**NOW, THEREFORE**, in consideration of the premises and the mutual obligations of the parties set forth herein, Landlord and Tenant do hereby covenant and agree as follows:



## ARTICLE I

### DEFINITIONS

1.1. Definitions. The following terms shall have the following definitions in this Lease:

(a) **Act** means the United States Housing Act of 1937 (42 U.S.C. § 1437, *et seq.*), as amended from time to time, any successor legislation, and all implementing regulations issued thereunder or in furtherance thereof.

(b) **Bankruptcy Laws** has the meaning set forth in Section 8.1(d).

(c) **Board** means the Board of County Commissioners as provided in the Recitals to this Lease.

(d) **Commencement Date** means the date on which the Tenant closes on its construction financing for the rehabilitation, redevelopment or new construction, as applicable, of the Improvements and the sale or syndication of the LIHTC, if applicable.

(e) **Declaration of Restrictive Covenants** means any use agreement, declaration or similar covenant in favor of HUD to be recorded against the Land prior in lien priority to any leasehold mortgage and this leasehold which obligates Tenant and any successor in title to the Premises, including a successor in title by foreclosure or deed-in-lieu of foreclosure (or the leasehold equivalent), to maintain and operate the Premises in compliance with the, the RAD Use Agreement, for the period stated therein.

(f) **Defects** has the meaning set forth in Section 7.3.

(g) **Development** means the construction (or rehabilitation), maintenance and operation of the Premises in accordance with this Lease.

(h) **Entitlements** means all development, zoning, land use, entitlements, operation permits, concurrency, comprehensive plan amendments, site plan approval, platting, water and sewer rights and/or any other approvals and/or variances as may be required from the various governmental or quasi-governmental authorities having jurisdiction over the Premises beyond any applicable appeals period, for the development and construction of the Project.

(i) **Environmental Assessments** means the environmental studies and reports to be obtained by Tenant on or before the Commencement Date.

(j) **Environmental Laws** means any present and future Federal, State or local law, ordinance, rule, regulation, permit, license or binding determination of any governmental authority relating to, imposing liability or standards concerning or otherwise addressing the protection of land, water, air or the environment, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 *et seq.* (**CERCLA**); the Resource, Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (**RCRA**); the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.* (**TOSCA**); the Clean Air Act, 42 U.S.C. §7401 *et seq.*; the Clean Water Act, 33 U.S.C. §1251 *et seq.* and any so-called "Superfund" or "Superlien" law; as each is from time to time amended and hereafter in effect.

(k) **Event of Default** has the meaning set forth in Section 8.1.

(l) **FHFC** has the meaning set forth in the Recitals of this Lease.

(m) **Governing Documents** means (i) with respect to the Public Housing Units, the Declaration of Restrictive Covenants, the Operating Agreement, and other agreements associated with the RAD, including, but not limited to HAP Contract. In the event of a conflict between the Operating Agreement, and the Declaration of Restrictive Covenants and the HAP Contract, the Declaration of Restrictive Covenants and the HAP Contract shall govern, and (ii) with respect to the RAD Units, any document effectuating any part of RAD Requirements, including, without limitation, a RAD Conversion Commitment, a RAD Use Agreement, and a RAD HAP Contract.

(n) **HAP Contract** means the Housing Assistance Payment Contract(s) to be entered into between Tenant and Landlord in accordance with the RAD Program.

(o) **Hazardous Substances** means (i) "hazardous substances" as defined by CERCLA or Section 311 of the Clean Water Act (33 USC § 1321), or listed pursuant to Section 307 of the Clean Water Act (33 USC § 1317); (ii) "hazardous wastes," as defined by RCRA; (iii) any hazardous, dangerous or toxic chemical, waste, pollutant, material, element, contaminant or substance ("pollutant") within the meaning of any Environmental Law prohibiting, limited or otherwise regulating the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of such pollutant; (iv) petroleum crude oil or fraction thereof; (v) any radioactive material, including any source, special nuclear or by-product material as defined in 42 U.S.C. §2011 et seq. and amendments thereto and reauthorizations thereof; (vi) asbestos-containing materials in any form or condition; (vii) polychlorinated biphenyls or polychlorinated biphenyl-containing materials in any form or condition; (viii) a "regulated substance" within the meaning of Subtitle I of RCRA, as amended from time to time and regulations promulgated thereunder; (ix) substances the presence of which requires notification, investigation or remediation under any Environmental Laws; (x) urea formaldehyde foam insulation or urea formaldehyde foam insulation-containing materials; (xi) lead-based paint or lead-based paint-containing materials; and (xii) radon or radon-containing or producing materials.

(p) **HUD** means the United States Department of Housing and Urban Development.

(q) **Improvements** means all repairs, betterments, buildings and developments hereafter constructed or rehabilitated on the Land, and any additional parking areas, walkways, landscaping, fencing or other amenities on the Land.

(r) **Inspector General** has the meaning set forth in Section 12.1.

(s) **Investor** means Tenant's equity investor(s) who will be admitted as a member of Tenant under the Operating Agreement.

(t) **IPSIG** has the meaning set forth in Section 12.1.

(u) **Land** means that certain real property located in Miami-Dade County, legally described in Exhibit A, together with all easements, rights, privileges, licenses, covenants and other matters that benefit or burden the real property.

(v) **Landlord** means Miami-Dade County, a political subdivision of the State of Florida and a "public housing agency" as defined in the Act.



(w) **Lease** shall have the meaning ascribed to such term in the introductory paragraph to this Lease and means this ground lease as the same shall be amended from time to time.

(x) **Lease Date** shall have the meaning ascribed to such term in the introductory paragraph to this Lease and means the date on which this Lease is signed by the last of the Landlord or Tenant.

(y) **Lease Year** means, in the case of the first lease year, the period from the Commencement Date through December 31<sup>st</sup> of that year; thereafter, each successive twelve-calendar month period following the expiration of the first lease year of the Term; except that in the event of the termination of this Lease on any day other than the last day of a Lease Year then the last Lease Year of the Term shall be the period from the end of the preceding Lease Year to such date of termination.

(z) **LIHTC** has the meaning set forth in the Recitals to this Lease.

(aa) **Operating Agreement** means the Amended and Restated Operating Agreement of Tenant to be entered into on or about the Commencement Date and pursuant to which the Investor will be admitted as a member of the Tenant.

(bb) **Partial Taking** has the meaning set forth in Section 6.2(d).

(cc) **Permitted Encumbrances** means such recorded title matters as are disclosed pursuant to the title commitment to be obtained by Tenant pursuant to Section 7.1 and are not identified by Tenant as objectionable matters pursuant to the procedure provided in Section 7.3.

(dd) **Permitted Leasehold Mortgage** has the meaning set forth in Section 8.9.

(ee) **Permitted Leasehold Mortgagee** has the meaning set forth in Section 8.9.

(ff) **Personal Property** means all fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), fittings, appliances, apparatus, equipment, machinery, chattels, building materials, and other property of every kind and nature whatsoever, and replacements and proceeds thereof, and additions thereto, now or at any time hereafter owned by Tenant, or in which Tenant has or shall have an interest, now or at any time hereafter affixed to, attached to, appurtenant to, located or placed upon, or used in any way in connection with the present and future complete and comfortable use, enjoyment or occupancy for operation and maintenance of the Premises, excepting any personal property or fixtures owned by any tenant (other than the Tenant) occupying the Premises and used by such tenant for residential purposes or in the conduct of its business in the space occupied by it to the extent the same does not become the property of Tenant under the lease with such tenant or pursuant to applicable law.

(gg) **Plans and Specifications** means the plans and specifications for the Improvements to be constructed (or rehabilitated) on the Land by Tenant.

(hh) **Premises** means the Land, the Improvements and the Personal Property.

(ii) **Project** means the development of the Improvements on the Land in accordance with the Plans and Specifications.

(jj) **Project-Based Voucher (PBV) Program** means a component of a public housing agency's (PHA's) Housing Choice Voucher (HCV) program. PHAs are not allocated additional funding for PBV units; the PHA uses its tenant-based voucher funding to allocate project-based units to a project. Projects are typically selected for PBVs through a competitive process managed by the PHA; although in certain cases projects may be selected non-competitively. These PBV's are independent of the project based vouchers allowed through RAD.

(kk) **Public Housing Units** means the 58 units on the Premises regulated as public housing units in accordance with the Operating Agreement, all of which will be converted to RAD Units and Project-Based Voucher Units, under RAD 75/25 Section 18 "demo/dispo" Blend, contingent on HUD approval.

(ll) **Qualified Assignee** shall mean any individual, corporation, limited liability company, general or limited partnership, joint venture or other entity that is a registered vendor with the Landlord and is not otherwise prohibited by legislation then in effect from doing business with the Landlord or has not otherwise been issued a Limited Denial or Participation, Suspension or Debarment by any governing local, state or federal agency.

(mm) **RAD Document** means any document effectuating any part of RAD Requirements, including without limitation, a RAD Conversion Commitment, a RAD Use Agreement, and a RAD HAP Contract.

(nn) **RAD HAP Contract**. means Housing Assistance Payments Contract(s) for project based vouchers in the form required by RAD Requirements.

(oo) **RAD Program** means HUD's Rental Assistance Demonstration program originally authorized by the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55), as it may be re-authorized or amended, as further governed by HUD Notice H-2019-09, PIH-2019-23 (HA), Rental Assistance Demonstration Final Implementation-Revision 4, and any subsequent revisions thereto.

(pp) **RAD Requirements** means all requirements for the RAD Program applicable to Tenant as set forth in the RAD Documents and any other rules or regulations promulgated by HUD for the RAD Program.

(qq) **RAD Unit** means any of the 58 units on the Premises (or elsewhere if pursuant to a "transfer of assistance" approved by Landlord and HUD) to be converted and operated in accordance with RAD Requirements.

(rr) **Real Estate Taxes** has the meaning set forth in Section 3.5.

(ss) **Regulatory Default** has the meaning set forth in Section 8.5.

(tt) **Rent** or **Revenue and Income Streams** has the meaning set forth in Section 3.1.

(uu) **Sales Notice** has the meaning set forth in Section 11.1.

(vv) **Sales Offer** has the meaning set forth in Section 11.2.

(ww) **Sublease** has the meaning set forth in Section 5.7.



(xx) **Sublessee** means any sublessee to which Tenant subleases a portion of the ground leasehold estate created hereby, or any whole or partial assignee of this Lease through a partial assignment or bifurcation of this Lease, as provided in Section 5.7(b), but excluding any tenant of an individual residential or commercial unit.

(yy) **Taking** means any taking of the title to, access to, or use of the Premises or any portion thereof by any governmental authority or any conveyance under the threat thereof, for any public, or quasi-public use or purpose. A Taking may be total or partial, permanent or temporary.

(zz) **Tenant** shall have the meaning ascribed to such term in the introductory paragraph to this Lease and means (INSERT), a Florida limited liability company.

(aaa) **Term** means a period of time commencing with the Lease Date and continuing until the date which is seventy-five (75) Lease Years thereafter or longer as may be required by funding sources such as FHFC and as mutually agreed upon by Landlord and Tenant.

(bbb) **Total Taking** has the meaning set forth in Section 6.2(c).

(ccc) **WOPR** has the meaning set forth in the Recitals to this Lease.

1.2. **Interpretation.** The words "hereof," "herein," "hereunder," and other words of similar import refer to this Agreement as a whole and not to any particular Section, subsection or subdivision. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural and vice versa unless the context shall otherwise indicate.

1.3. **Exhibits.** Exhibits to this Lease are incorporated by this reference and are to be construed as a part of this Lease.

## ARTICLE II

### PREMISES AND TERM

Landlord leases and demises to Tenant and its successors and assigns, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, the Land for the Term unless sooner terminated in accordance with the provisions contained in this Lease.

## ARTICLE III

### RENT AND OTHER PAYMENTS TO LANDLORD

3.1. **Rent.** Tenant covenants and agrees to pay to Landlord as **Rent** under this Lease, as and when set forth under Section A of the Revenue and Income Streams Schedule attached to this Lease as Exhibit B:

(i) an annual rental amount equal to (a) as to the portion of the Project known as Residences at SoMi Parc ("Residences"), twenty five percent (25%) of the available (net) cash flow that is distributable by Tenant to its manager, after payment of any deferred developer fees, and (b) as to the portion of the Project known as Gallery at SoMi Parc ("Gallery"), twenty percent (20%) of the available (net) cash flow that is distributable by Tenant to its manager, after payment

government agency or other third party. Additionally, Tenant hereby agrees to promptly notify Landlord, in writing, should an accident or incident occur in which any waste and/or hazardous materials are released or otherwise discharged on or about the Premises.

- (iii) Tenant will construct and maintain premises to be compliant with Section 504 and the Americans With Disabilities Act and their amendments.

5.5. Ownership of Improvements/Surrender of Premises. From and after the Commencement Date through the end of the Term, Tenant shall be deemed to exclusively own the Improvements and the Personal Property for federal tax purposes, and Tenant alone shall be entitled to all of the tax attributes of ownership thereof, including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the low-income housing tax credit described in Section 42 of the Internal Revenue Code, with respect to the Improvements and the Personal Property, and Tenant shall have the right to amortize capital costs and to claim any other federal tax benefits attributable to the Improvements and the Personal Property. Subject to the rights of any Permitted Leasehold Mortgagee, at the expiration or earlier termination of the Term of this Lease or any portion thereof, Tenant shall peaceably leave, quit and surrender the Premises, and the Improvements thereon (or the portion thereof so terminated), subject to the rights of tenants in possession of residential units under leases with Tenant. Upon such expiration or termination, the Premises (or portion thereof so terminated) shall become the sole property of Landlord, at no cost to Landlord, and shall be free of all liens and encumbrances and in the condition set forth in Section 5.3 (consistent with prudent and appropriate property management and maintenance during the Term) and, in the event of a casualty, to the provisions of Article VI. Tenant acknowledges and agrees that upon the expiration or sooner termination of this Lease any and all rights and interests it may have either at law or in equity to the Premises shall immediately cease. Tenant and Landlord will establish Right of First Refusal, Right of First Offer, and Purchase Options for Landlord to be able to purchase the improvements or acquire the improvements.

5.6. Easements. Landlord agrees, subject to the approval of the Board of County Commissioners, that Landlord shall not unreasonably withhold, condition or delay its consent, and shall join with Tenant from time to time during the Term in the granting of easements affecting the Premises which are for the purpose of providing utility services for the Premises, in accordance with an approved development or redevelopment plan, which easements, shall require the approval of the Board. If any monetary consideration is received by Tenant as a result of the granting of any such easement, such consideration shall be paid to Landlord. As a condition precedent to the exercise by Tenant of any of the powers granted to Tenant in this Section, Tenant shall give notice to Landlord of the action to be taken, shall certify to Landlord, that in Tenant's opinion such action will not adversely affect either the market value of the Premises or the use of the Premises for the Development.

5.7. Transfer; Conveyance; Assignment.

(a) Except as otherwise permitted hereunder, Tenant agrees for itself and its successors and assigns in interest hereunder that it will not (1) assign this Lease or any of its rights under this Lease as to all or any portion of the Premises generally, or (2) make or permit any voluntary or involuntary total or partial sale, lease, assignment, conveyance, mortgage, pledge, encumbrance or other transfer of any or all of the Premises, or the Improvements, or the occupancy and use thereof, other than in accordance with the RAD Requirements and this Lease (including, but not limited to (i) any sale at foreclosure or by the execution of any judgment of any or all of Tenant's rights hereunder, or (ii) any transfer by operation of law), without first obtaining



Landlord's express written consent thereto, which shall not be unreasonably withheld, conditioned or delayed.

(b) Tenant shall have the right to sublease any part of the Premises or to partially assign this Lease with respect to any part of the Premises (in either case, referred to herein as a **Sublease**) to an entity that is a Qualified Assignee, subject to the approval and consent of Landlord, which will not be unreasonably withheld, conditioned or delayed. The sublease agreement shall be in the form attached hereto and made part hereof as Exhibit D to this Lease. No Sublease shall relieve Tenant of any obligations under the terms of this Lease unless a release is granted by Landlord with respect to the portion of the Premises so subleased or assigned. Additionally, each Sublease must be for a use compatible with the Permitted Use. Tenant must give written notice to Landlord specifying the name and address of any Sublessee to which all notices required by this Lease shall be sent, and a copy of the Sublease. Tenant shall provide Landlord with copies of all Subleases entered into by Tenant. Landlord agrees to grant non-disturbance agreements for any Sublessee which will provide that in the event of a termination of this Lease due to an Event of Default committed by the Tenant, such Sublessee will not be disturbed and will be allowed to continue peacefully in possession directly under this Lease as the successor tenant, provided that the Sublessee shall be in compliance with the terms and conditions of its Sublease; and the Sublessee shall agree to attorn to Landlord. Landlord further agrees that it will grant such assurances to such Sublessee so long as it remains in compliance with the terms of its Sublease, and provided further that any such Sublease does not extend beyond the expiration of the Term of this Lease.

(c) Upon the request of Tenant, Landlord and Tenant agree to modify this Lease so as to create a direct lease between Landlord and the Sublessee, for the subleased or assigned portion of the Premises. Upon such request, Landlord and Tenant will enter into (i) a bifurcation agreement to be negotiated between Tenant and Landlord at a later date pursuant to which this Lease shall be (x) bifurcated into two (2) leases, (y) terminated with respect to the bifurcated portion of the Premises, and (z) amended to equitable and proportionately adjust Rent and the other economic terms of this Lease to reflect the termination of this Lease with respect to such bifurcated portion of the Premises, and (ii) a new lease in the same form as this Lease with respect to the bifurcated portion of the Premises (with Rent and the other economic terms of this Lease equitably adjusted to reflect the lease of such bifurcated portion of the Premises only). In the event of a bifurcation of this Lease hereunder, this Lease and the bifurcated lease shall be separate and independent leases that are not cross-defaulted, and Tenant shall have no further obligations with respect to the bifurcated portion of the Premises, anything herein to the contrary notwithstanding.

#### 5.8. Creating Sustainable Buildings.

(a) Tenant shall design the Development to be consistent with a Silver certification rating from the U.S. Green Building Council's Leadership in Energy and Environmental Design (**LEED**) or National Green Building Standards (**NGBS**), but shall not be required to obtain a Silver certification rating from LEED or NGBS relative to the Development. Alternatively, standards equivalent to the LEED or NGBS, as adopted by the City of South Miami, may apply in satisfaction of the foregoing, including but not limited to those administered by the Florida Housing Finance Corporation. Though Tenant's goal is to obtain a certification rating in accordance with this provision, if Tenant does not obtain such certification rating, provided it has used its commercially reasonable efforts to do so, Tenant shall not be in default under this Lease and Landlord shall have no right to enforce the terms of this Section 5.8 or exercise any remedies relative to such absence of a certification rating.