

LOAN AGREEMENT
between
CITY OF HOLLYWOOD, FLORIDA
and
HTG PARAMOUNT, LTD.

This Loan Agreement (“**Agreement**”) is made as of the ____ day of _____, 2024 (“**Effective Date**”), by and among the **CITY OF HOLLYWOOD, FLORIDA**, a Florida municipal corporation (“**City**”), **HTG PARAMOUNT, LTD.**, a Florida limited partnership (“**Borrower**”), and any successor or assign thereof (collectively referred to as the “**Parties**”).

W I T N E S S E T H:

WHEREAS, Borrower has entered into a contract to purchase certain real property located at 826 Dixie Highway and 2115 Washington Avenue, Hollywood, Florida, within the corporate limits of the City, as more particularly described in the attached **Exhibit “A”** (“**Property**”), for the purpose of developing approximately 110 units of affordable or workforce housing; and

WHEREAS, Borrower is an affiliate of Housing Trust Group, LLC, which has a successful track record of obtaining financing, developing, and managing high-quality affordable and workforce multi-family, rental housing communities throughout Florida, Texas, Arizona and Illinois; and

WHEREAS, the City supports the redevelopment of the Property, which is located within a low-to-moderate income census tract within the Downtown Community Redevelopment District, created under the Redevelopment Act to address slum and blight and promote redevelopment in the downtown area; and

WHEREAS, Borrower negotiated with the City for a loan (“**Loan**”) in the amount of \$2,700,000.00, to be loaned by City to Borrower for the purpose of paying for Property Acquisition Costs (as defined herein); and

WHEREAS, Borrower and City desire to enter into this Agreement to set forth (among other things) the terms and conditions of the Loan.

NOW, THEREFORE, in consideration of the Loan and the sum of Ten and No/100 Dollars (\$10.00), each to the other in hand paid, the receipt and sufficiency of which is acknowledged, and the other terms and conditions set forth hereafter, Borrower and City agree as follows:

ARTICLE 1 DEFINITIONS

1.01 Definitions. The terms defined in this Section 1.01 shall have the following meanings, except as otherwise expressly provided:

- (a) “Agreement” is this Loan Agreement between Borrower and City.
- (b) “Approvals” means all required site plan, zoning and land use and other governmental approvals necessary to construct the Project on the Property.
- (c) “Area” means the area located within the corporate limits of the City having conditions of blight (as those conditions are defined in the Redevelopment Act) as found by the City Commission.
- (d) “City” means the City of Hollywood, Florida, a Florida municipal corporation, and its successors or assigns.
- (e) “City Commission” means the governing body of the City, by whatever name known or however constituted from time to time, including when acting as the Hollywood Community Redevelopment Agency Board.
- (f) “Construction Financing” means one or several mortgage loans, grants, or other sources of funding providing construction financing to fund the Project Construction Costs, which may be secured by mortgages, security instruments, pledges, liens or other encumbrances.
- (g) “County” means Broward County, Florida, a charter county and a political subdivision of the State of Florida.
- (h) “Exhibits” means those agreements, diagrams, drawings, specifications, instruments, forms of instruments, and other documents designated as exhibits to and incorporated in this Agreement, including any changed, revised, supplemental or replacement versions thereof.
- (i) “Expiration Date” means the date on which this Agreement expires, which shall be the date that all obligations of each party have been fully performed.
- (j) “Credit Underwriting Invitation” means an invitation to enter credit underwriting by Florida Housing Finance Corporation in order to obtain funding for the Project.
- (k) “Funding Commitment Default” shall have the meaning set forth in Section 14.01(a)(4).
- (l) “Governmental Authority” means the City, the County, or other governmental entity having regulatory authority over the Project as it relates to all Approvals and Permits.
- (m) “Loan Documents” means this Agreement, the Mortgage, the Note and the Restrictive Covenant.

(n) “Mortgage” means that certain Mortgage and Security Agreement dated as of the date hereof from Borrower to City.

(o) “Note” means that certain Promissory Note dated as of the date hereof executed by Borrower in favor of City in the principal amount of \$2,700,000.

(p) “Permits” means all zoning, variances, approvals, and consents required to be granted, awarded, issued, or given by any Governmental Authority in order for construction of the Project, or any part thereof, to commence, continue, or be completed or to allow occupancy and use.

(q) “Project” means an affordable or workforce housing multifamily apartment complex of approximately 110 units including parking, landscaping and any other amenities as contemplated by Borrower to be located on the Property.

(r) “Project Construction Costs” means the hard costs, soft costs, public infrastructure costs, permit costs, impact fees, developer fees and other fees and reserves required to develop the Project.

(s) “Property Acquisition Costs” means all costs associated with Borrower acquiring fee simple interest in the Property.

(t) “Property Closing” the date of closing of the acquisition of the Property.

(u) “Redevelopment Act” or “Act” means the Community Redevelopment Act of 1969, as amended, codified as Part III, Chapter 163, Florida Statutes.

(v) “Restrictive Covenant” means that certain Restrictive Covenant dated as of the date hereof between City and Borrower enforcing the Mixed Income Housing Requirements and Affordability Period (as such terms are defined therein).

(w) “Unavoidable Delay(s)” means those events constituting excuse from timely performance by a party from any of its obligations, as such events are defined in and subject to the conditions described in Article 15.

1.02 Use of Words and Phrases. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, the singular shall include the plural as well as the singular number, and the word “person” shall include corporations and associations, including public bodies as well as natural persons. “Herein” “hereby” “hereunder” “hereof” “hereinbefore” “hereinafter” and other equivalent words refer to this Agreement and not solely to the particular portion in which any such word is used.

1.03 Florida Statutes. All references to Florida Statutes are to Florida Statutes (2024), as amended from time to time.

1.04 Computation of Days. In the computation of any period expressed in day(s) in this Agreement, the day of the act, event or default from which the designated period begins to run shall

not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday. When the period prescribed or allowed is less than 10 days, intermediate Saturdays, Sundays and legal holidays, including holidays for the City, shall be excluded from the computation. Any period that consists of 30 or more days shall be computed on calendar days.

ARTICLE 2 PURPOSE AND INTENT

2.01 Purpose of Agreement. The purpose of this Agreement is to support the redevelopment of the Property by providing a Loan to the Borrower as an inducement for the timely acquisition, development, construction, completion and operation of the Project on the Property to enhance the quality of life, provide affordable and/or workforce housing, increase employment and improve the aesthetic and useful enjoyment of the Area through the eradication of conditions of blight in accordance with the Act.

2.02 Findings.

(a) The recitals set forth above in the “Whereas” clauses are approved by the Parties and incorporated in this Agreement.

(b) Borrower intends to develop the Project on the Property.

(c) City finds the Project is consistent with the Redevelopment Act and desires to encourage redevelopment of the Property and to encourage Borrower to locate the Project in the Area.

(d) City finds there is a need for the Loan in order to make the Project economically feasible.

(e) The Parties recognize, acknowledge, and mutually find that the Loan provided pursuant to this Agreement is an important inducement to the Borrower undertaking the Project.

2.03 Intent; Cooperation.

(a) It is the intent of the Parties to efficiently, effectively, and economically cause the successful acquisition and development of the Project in order to improve the Property, specifically, and the conditions in the Area, in general.

(b) The Parties recognize and acknowledge that the successful development of the Project is dependent upon continued cooperation of the Parties, and each agrees that it shall: (i) act in a reasonable manner, (ii) provide the other party with complete and updated information from time to time, (iii) make its good faith reasonable efforts to ensure that such cooperation is continuous, and (iv) carry out the purposes of this Agreement to the full extent allowed by law.

(c)

ARTICLE 3 RESERVED

ARTICLE 4 LOAN

4.01 Loan. The City agrees to make the Loan to Borrower to be used to fund Property Acquisition Costs upon the terms and conditions set forth in this Agreement. The Loan proceeds shall be disbursed from the City to the Borrower in accordance with the Note.

4.02 Interest Rate; Repayment. Interest shall accrue on the unpaid Principal balance at the annual interest rate of 1.00%, simple interest. If a Financing Commitment Default has occurred and is continuing beyond the expiration of all notice and cure periods, the outstanding principal balance, together with all accrued interest, shall be due and payable within 120 days after Borrower's receipt of written notice from the City of such Financing Commitment Default unless the Borrower exercises its rights under Section 14.01(a)(4) of the Loan Agreement.

4.03 Maturity. The Loan shall mature on the date that is the earliest of (i) five years from the Effective Date; (ii) two years from the date of Credit Underwriting Invitation; or (iii) the closing of the Construction Financing ("**Maturity Date**"), at which time the entire unpaid principal balance amount of the Loan, together with all accrued and unpaid interest, shall become due and payable.

(a) If the Construction Financing of the Project includes 9% Low-income Housing Tax Credits awarded through Florida Housing Finance Corporation, a portion of the Loan proceeds may be used to finance a \$640,000 grant to allow Borrower to meet the requirements for the Local Government Contribution ("LGC") or Local Government Area of Opportunity ("LGAO") in RFA 2024-202 (or subsequent RFA as approved by the City); provided that the grant may be converted into a zero percent (0%) interest forgivable loan upon terms and conditions mutually agreeable to the Parties if required by the low-income housing tax credit investor, and such loan will be evidenced by a new note and subordinate mortgage in favor of the City;

4.04 Repayment of the Loan; Future Use of Loan Proceeds. Upon the repayment of the Loan, and subject to a successful application to the City by Borrower or any of its affiliates, the Loan proceeds, or a portion thereof, may be used, if Parties mutually agree to do so, as future sources of financing to the Borrower or its affiliates as follows:

(a) Without consideration for the type of Construction Financing that may be obtained by Borrower in connection with the Project, the Loan amount or part of it may be used to finance a portion of the Construction Costs of the Project as a loan to be evidenced by a new note and subordinate mortgage in favor of the City, having a maturity date of at least six months after the maturity date of all senior loans, but in no event more than 30 years, bearing a fixed annual interest rate of one percent (1.00%) with payments being subject to available cash flow generated by the Project; or

(b) The Loan amount may be redeployed to other projects within the City of Hollywood that are contemplated to be owned, controlled or developed by any of Borrower's

affiliates, and such loan shall be evidenced by a new note and subordinate mortgage in favor of the City, having a maturity date of at least six months after the maturity date of all senior loans, but in no event more than 30 years, bearing a fixed annual interest rate of one percent (1.00%) with payments being subject to available cash flow generated by the project encumbered by the foregoing subordinate mortgage.

ARTICLE 5 CONDITIONS PRECEDENT TO FUNDING

5.01 Conditions to Funding. The following conditions shall be satisfied in order for the Loan funding to occur.

(a) City shall have received evidence that (i) Borrower is in existence under the laws of the State of Florida; (ii) Borrower is qualified to do business and is in good standing under the laws of the State of Florida; and (iii) Borrower has full power to execute and deliver the documents and to engage in and consummate the transactions contemplated under this Agreement; and

(b) City shall have received a copy of the vesting deed or other evidence reasonably satisfactory to the City that the Borrower owns the Property; and

(c) City shall have received fully executed Loan Documents.

5.02 Reserved.

ARTICLE 6 RESERVED

ARTICLE 7 PROJECT

7.01 Project Concept. The Project consists of a multifamily affordable or workforce development, amenities and a parking garage.

7.02 Reserved.

7.03 Project Development. Borrower shall be responsible for all aspects of development, design, construction, ownership, use and operation of the Project in accordance with all applicable local, state, and federal regulations and the costs thereof beyond the Loan and the other contributions and assistance made or to be made by the City pursuant to this Agreement, as it may be amended from time to time, and such other contributions and assistance as the City, in its sole discretion, may provide.

7.04 Reserved.

7.05 Reserved.

ARTICLE 8 LOAN FUNDING

8.01 Loan. The City loans to Borrower or another entity as may be determined by Borrower for purposes of tax treatment the sum of \$2,700,000.00, to be utilized for Property Acquisition Costs in connection with the acquisition of the Property in accordance with the terms of this Agreement (the “**Loan Funds**”). The Loan Funds shall be disbursed to the Borrower or escrow agent in accordance with the terms and provisions of the Loan Documents.

ARTICLE 9 RESERVED

ARTICLE 10 INSURANCE

10.01 Insurance Requirements Generally.

(a) The Borrower agrees to purchase and maintain, in full force and effect, such insurance policies and endorsements with coverages as customary for the type of property similar to the Property. All insurance shall be obtained from financially responsible insurance companies either duly authorized under the laws of the State of Florida to do insurance business in the State of Florida (or subject to legal process in the State of Florida) and shall be issued and countersigned by duly authorized representatives of such companies for the State of Florida. The City shall be named as an additional insured on all such policies of insurance, and shall have the right to reasonably approve of the coverages obtained.

(b) The Borrower alone shall be responsible for the sufficiency of its own insurance program. The City shall in no way be responsible or assume any liability to the Borrower or any other party for any inadequacy of the Borrower’s overall insurance program.

10.02 Insurance Exclusive of Indemnity. The insurance policies and coverages of the Borrower contemplated by this Article 10 are exclusive of, and in addition to, any indemnity obligations of the Borrower under this Agreement.

10.03 No Waiver of Sovereign Immunity. Nothing in this Agreement, specifically including this Article 10, is intended or shall be deemed to constitute a waiver in whole or in part of any sovereign immunity applicable to and that may be asserted by the City.

ARTICLE 11 INDEMNIFICATION

11.01 Indemnification by the Borrower.

(a) For good and valuable consideration, the receipt of which is acknowledged by the Borrower, the Borrower agrees to indemnify, defend and hold harmless the City and its agents, officers, or employees from any and all liabilities, damages, penalties, judgments, claims, demands, costs, losses, reasonable expenses or attorneys’ fees through appellate proceedings, for

personal injury, bodily injury, death or property damage arising out of, or by reason of any act or omission of the Borrower, its agents, employees or contractors arising out of, in connection with or by reason of, the ownership of the Property contemplated by this Agreement, or which are alleged to have arisen out of, in connection with or by reason of, the ownership of the Property contemplated by this Agreement, or which are alleged to have arisen out of, in connection with, or by reason of, the ownership of the Property.

(b) The Borrower's indemnity obligations under subsection (a) shall survive the Expiration Date, but shall only apply to occurrences, acts, or omissions that arise on or before the Expiration Date even if any claim arising from such occurrences, acts or omissions is asserted after such dates.

(c) The Borrower's indemnity is in addition to and not limited by any insurance policy and is not and shall not be interpreted as an insuring agreement between or among the Parties to this Agreement, nor as a waiver of sovereign immunity for any party entitled to assert the defense of sovereign immunity.

(d) Nothing in this Agreement shall require the Borrower to indemnify the City for the City's own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes, or any other law providing limitations on claims.

ARTICLE 12

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE BORROWER

12.01 Representations and Warranties. The Borrower represents and warrants to City that each of the following statements is currently true and accurate, in all material respects, and agrees that the City may rely upon each of the following statements:

(a) Borrower has all requisite partnership power to enter into this Agreement, and that the execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of Borrower's organizational documents, any applicable laws or regulations, or any agreements with third parties. The individual executing this Agreement on behalf of Borrower has full rights and ability and all necessary approvals to bind Borrower to this Agreement.

(b) This Agreement is the legal, valid and binding obligation of Borrower, in accordance with its terms, and all requirements have been met and procedures have been followed by Borrower to ensure the enforceability of this Agreement.

(c) To the best of Borrower's knowledge, there is no pending or threatened suit, action, litigation or proceeding against or affecting Borrower that affects the validity or enforceability of this Agreement.

(d) The Borrower acknowledges and warrants that the Borrower shall pay all ad valorem property taxes due upon the Property and the Project as required by Florida law.

(e) To the best of Borrower's knowledge, all financial information and other documentation, including that pertaining to the Project or the Borrower, delivered by the Borrower to the City, was, on the date of delivery thereof, true and correct in all material respects.

(f) As of the Effective Date and subject to any financing, the Borrower has the financial capability to carry out its obligations and responsibilities in connection with the acquisition of the Property as contemplated by this Agreement.

(g) The Borrower acknowledges that the source of the Loan funds is County Affordable Housing Contributions under the September 2018 Interlocal Agreement Among Broward County, the City of Hollywood, and the City of Hollywood Community Redevelopment Agency Regarding Funding for Affordable Housing, and the Borrower acknowledges that the funds must be used for affordable housing programs in Low-to-Moderate Income Areas of the City where more than half of the residents have an Annual Median Income ("AMI"), adjusted for family size of 80% or less of the AMI for Broward County as published by the Florida Housing Finance Corporation for the applicable year;

12.02 Covenants. The Borrower covenants with the City as follows:

(a) The Borrower shall timely perform or cause to be performed all of the obligations set forth in this Agreement that are the responsibility of the Borrower to perform.

(b) The Borrower shall cause to be filed before delinquent all federal, state, local and foreign tax returns required to be filed by Borrower and pay when due any tax required thereby.

ARTICLE 13 REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE CITY

13.01 Representations and Warranties. The City represents and warrants to the Borrower that each of the following statements is currently true and accurate and agrees that the Borrower may rely on each of the following statements:

(a) The City is a validly existing municipal corporation, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations hereunder and under each document or instrument contemplated by this Agreement to which it is or will be a party.

(b) This Agreement and, to the extent such documents presently exist in form accepted by the City and the Borrower, each document contemplated or required by this Agreement to which the City is or will be a party have been duly authorized by all necessary action on the part of, and have been or will be duly executed and delivered by, the City, and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof (i) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein, (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the City, (iii) contravenes or results in any breach of, or default under or, other than as contemplated by this Agreement, results in the creation of any lien or encumbrance upon any property of the City under any indenture, mortgage, deed of trust,

bank loan or credit agreement, applicable ordinances, resolutions or, on the date of this Agreement, any other agreement or instrument to which the City is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the City outstanding on the Effective Date.

(c) There are no pending or threatened actions or proceedings before any court or administrative agency against the City, or against any officer of the City, that question the validity of any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated in this Agreement or the financial condition of the City.

13.02 Covenants. The City covenants with the Borrower that until the Expiration Date:

(a) The City shall timely perform or cause to be performed all obligations contained herein that are the responsibility of the City to perform.

(b) The City will carry out its duties and responsibilities contemplated by this Agreement, and will not violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto.

(c) The City shall not request or recommend any rezoning of the Property, or any part thereof, which will prevent the development of the Project on the Property and shall work in good faith to support the Borrower's efforts in fulfilling its obligations under this Agreement.

(d) The City shall maintain its financial capability to make the Loan as contemplated by this Agreement and shall notify the Borrower of any event, condition, occurrence, or change in its financial condition that adversely affects, or with the passage of time is likely to adversely affect, the City's financial capability to carry out its responsibilities contemplated in this Agreement.

ARTICLE 14 DEFAULT

14.01 Default by Borrower.

(a) Provided the City is not then in default of this Agreement under Section 14.02, there shall be an "Event of Default" by the Borrower upon the occurrence of any one or more of the following after the Effective Date (but only after expiration of any applicable notice and cure periods, without such cure):

(1) The Borrower shall fail to perform or comply with any material provision of this Agreement applicable to it within the time prescribed therefor; provided, however, that suspension of or delay in performance by the Borrower during any period in which the City is in default of this Agreement as provided in Section 14.02 will not constitute an Event of Default by the Borrower under this subsection (a); or

(2) The Borrower shall make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition

seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation or shall file an answer admitting, or shall fail reasonably to contest the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Borrower or any material part of such entity's properties; or

(3) Within 60 days after the commencement of any proceeding by or against the Borrower seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed or otherwise terminated, or if, within 60 days after the appointment without the consent or acquiescence of the Borrower of any trustee, receiver or liquidator of any of such entities or of any material part of any of such entity's properties, such appointment shall not have been vacated.

(4) By the third year anniversary of the Effective Date, the Borrower has failed to secure a Credit Underwriting Invitation (a "**Funding Commitment Default**"), in which event the Borrower, at Borrower's option, shall either (i) repay unpaid principal amount of the Note together with all accrued and unpaid interest within 120 days after Borrower's receipt of written notice from the City of such Funding Commitment Default, or (ii) convey the fee simple title to the Property to the City provided that City pays the difference between the Property Acquisition Costs and the Loan amount to Borrower.

(b) If an Event of Default by the Borrower described in subsection (a)(1)-(3) shall occur, the City shall provide written notice to the Borrower, and, if such Event of Default shall not be cured by the Borrower within 60 days after receipt of the written notice from the City specifying in reasonable detail the Event of Default by the Borrower, or if such Event of Default is of such nature that it cannot be cured within such time period, then if the City is not then in default of this Agreement and the Borrower shall not have commenced to cure such default within such 60 day period or diligently prosecute such cure to completion within such reasonable longer period as may be approved by the City Commission, then the City may pursue any of the remedies to which the City is entitled under Section 14.01(c).

(c) Upon an occurrence and during the continuance of an Event of Default by Borrower that is not cured within the applicable notice, cure or grace period, the City may terminate this Agreement. Upon such termination, the City's obligations to Borrower under the Agreement shall cease. In the event of such termination, Borrower's obligations under this Agreement shall cease, excepting only the indemnification as set forth under Article 11 and the obligations set forth under Article 4. Enforcement of the terms of this Agreement may be brought through any proceedings at law or in equity brought by the City. Such actions may seek remedy by injunction or restraint of a violation or attempted violation, or an action for damages, or any of them, without the necessity of making an election, or any other remedies available at law or equity. However, prior to the filing of any action in a court of law, the Parties agree to engage in non-binding mediation.

14.02 Default by the City.

(a) Provided the Borrower is not then in default under Section 14.01, there shall be an “Event of Default” by the City under this Agreement in the event the City shall fail to perform or comply with any material provision of this Agreement applicable to it; provided, however, that suspension of or delay in performance by the City during any period in which the Borrower is in default of this Agreement as provided in Section 14.01 will not constitute an Event of Default by the City under this subsection (a).

(b) If an Event of Default by the City described in subsection (a) shall occur, the Borrower shall provide written notice to the City, and, if such Event of Default shall not be cured by the City within 60 days after receipt of the written notice from the Borrower specifying in reasonable detail the Event of Default by the City, or if such Event of Default is of such nature that it cannot be cured within such time period, then if the Borrower is not then in default of this Agreement and the City shall not have commenced to cure such default within such 60 day period and shall not diligently prosecute such cure to completion within such reasonable longer period as may be necessary, then Borrower may institute an action to compel specific performance of the terms hereof by the City, terminate this Agreement, or pursue any and all legal or equitable remedies to which the Borrower is entitled; provided, however, it is expressly understood and agreed that prior to commencing any action in a court of law, the parties shall first submit to non-binding mediation. Enforcement of the terms of this Agreement may be brought through any proceedings at law or in equity brought by the Borrower. Such actions may seek remedy by injunction or restraint of a violation or attempted violation, or an action for damages, or any of them, without the necessity of making an election, or any and all other remedies available at law or equity.

(c) Any attempt by the Borrower to pursue any of the remedies referred to in Section 14.02 will not be deemed an exclusive election of remedy or waiver of the Borrower’s right to pursue any other remedy to which it might be entitled.

14.03 Obligations, Rights and Remedies Cumulative. The suspension of, or delay in, the performance of its obligations by the Borrower, while the City shall at such time be in default of their obligations shall not be deemed to be an “Event of Default.” The suspension of or delay in the performance of the obligations by the City while the Borrower shall at such time be in default of its obligations shall not be deemed to be an “Event of Default” by the City.

14.04 Non-Action on Failure to Observe Provisions of this Agreement. The failure of the City or Borrower to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any Exhibit hereto, or any other agreement, instrument or document of whatever form or nature contemplated hereby shall not be deemed a waiver of any right or remedy that the City or Borrower may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

ARTICLE 15

UNAVOIDABLE DELAY

15.01 Unavoidable Delay.

(a) “Unavoidable Delay” means any of the following events or conditions or any combination which are beyond the reasonable control of the affected party including but not limited to: fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, pandemics (to the extent that such delays from pandemics result in the unavailability or delay of governmental authorities to grant Approvals or to perform inspection and/or the unavailability or delay of design professionals, engineers, contractors or laborers), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority, except for the City of Hollywood if not under a State of Emergency, or the other party.

(b) If a party desires to avail itself of an extension due to Unavoidable Delay, such party (referred to as the “Applicant”) shall send notice to the other party, which notice (a) must be in writing, must set forth in detail the reasons and causes of delay, and must be filed with the other party to this Agreement within seven business days following the occurrence of the event or condition causing the Unavoidable Delay, or seven business days following the Applicant becoming aware (or with the exercise of reasonable diligence should have become aware) of such occurrence. Upon receipt of the notice of the occurrence of the event or condition causing the Unavoidable Delay, the receiving party, within seven business days of receipt of the request for the extension, shall provide written notice of its consent or objection to the requested extension to the requesting party. If the receiving party objects to the requested extension, the Parties agree to meet, in good faith, to discuss cooperatively the requested extension.

(c) The Applicant shall be entitled to an extension of time for an Unavoidable Delay only for the number of days of delay due solely to the occurrence of the event or condition causing such Unavoidable Delay and only to the extent that any such occurrence actually delays that party from proceeding with its rights, duties and obligations under this Agreement affected by such occurrence.

ARTICLE 16

MAINTENANCE; FIRE OR OTHER CASUALTY; CONDEMNATION

16.01 Loss or Damage to Project. If economically feasible in the reasonable discretion of Borrower, the Borrower covenants and agrees to diligently commence and complete the reconstruction or repair of any loss or damage caused by fire or other casualty or by eminent domain (provided the City is not the condemning authority) to each and every part of the Project to substantially the same as existed prior to the occurrence of such loss or damage, but in any event within three months after (i) the insurance proceeds have been received, and (ii) Borrower has obtained all required approvals from Governmental Authorities for the reconstruction work so long as Borrower has timely submitted applications for same, and to fully complete such reconstruction work as expeditiously as possible consistent with the nature and extent of the damage. Any reconstruction or repair of any loss or damage to the Project shall be to the standards, design, plans and specifications of the original construction unless any change is approved by the City.

16.01 Partial Loss or Damage to Project. Any loss or damage by fire or other casualty or exercise of eminent domain to the Project, or any portion thereof, that does not render the Project unusable for the use contemplated by this Agreement, shall not operate to terminate this Agreement or to relieve or discharge the Borrower from the timely performance and fulfillment of the

Borrower's obligations pursuant to this Agreement, subject to an extension of time for an Unavoidable Delay.

16.02 Notice of Loss or Damage to Project. The Borrower shall promptly give the City written notice of any significant damage or destruction to the Project stating the date on which such damage or destruction occurred, the expectations of the Borrower as to the effect of such damage or destruction on the use of the Project, and the proposed schedule, if any, for repair or reconstruction of the Project. If the Borrower determines the Project cannot be repaired or restored in an economically justifiable or other manner, then the Borrower shall so notify the City and state reasons supporting its determination.

16.03 Maintenance.

(a) During the term of the Loan, the Borrower shall, at its sole cost and expense, keep the Property in good and clean order and condition, and in compliance with all applicable statutes, codes, regulations and ordinances.

(b) Notwithstanding subsection (a), Borrower may demolish the improvements in the event of a casualty rendering the Project economically infeasible or in order to rebuild if the existing improvements become obsolete.

**ARTICLE 17
MISCELLANEOUS**

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

17.01 Notices.

(a) All notices, demands, requests for approvals or other communications given by either party to another shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested or by overnight courier service, or by hand delivery, or by electronic transmission producing a written record, to the office for each party indicated below and addressed as follows:

For the City:	Raelin Storey, Assistant City Manager Office of the City Manager City of Hollywood 2600 Hollywood Blvd., Room 419 Hollywood, Florida 33020 Email: rstorey@hollywoodfl.org
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Copy to:	Douglas R. Gonzales, City Attorney Office of the City Attorney City of Hollywood 2600 Hollywood Blvd., Room 407 Hollywood, Florida 33020 Email: dgonzales@hollywoodfl.org
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For Borrower: HTG PARAMOUNT, LTD.
3225 Aviation Avenue, Sixth Floor
Miami, FL 33133
Attn: Matthew Rieger
Email: matthewr@htgf.com

and

Copy to: Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130
Attn: Brian McDonough, Esq.
Email: bmcdonough@stearnsweaver.com
Telephone (305) 789-3350

(b) Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the third business day after mailing. Refusal by any person to accept delivery of any notice delivered to the office at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Section 17.02. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other Parties and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular party, all other Parties may rely upon the last address given.

17.02 Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17.03 Applicable Law and Construction. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. This Agreement has been negotiated by the City and the Borrower, and this Agreement, including without limitation the Exhibits, shall not be deemed to have been prepared by the City or the Borrower, but by all equally.

17.04 Venue; Submission to Jurisdiction.

(a) For purposes of any suit, action, or other proceeding arising out of or relating to this Agreement, the Parties acknowledge, consent, and agree that venue shall be in the appropriate courts in Broward County, Florida.

(b) The Parties agree that the laws of Florida shall be the applicable law for all purposes of this Agreement, including its interpretation and for any dispute that may arise between the Parties or their successors and assigns.

(c) Each party to this Agreement submits to the jurisdiction of the State of Florida, Broward County and its courts and to the jurisdiction of the United States District Court for the Southern District of Florida for the purposes of any suit, action, or other proceeding arising out of or relating to this Agreement, and agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter may not be enforced in or by such courts.

(d) If at any time during the term of this Agreement the Borrower is not a resident of the State of Florida or has no office, employee, agency or general partner thereof available for service of process as a resident of the State of Florida, or if any permitted assignee shall be a foreign corporation, partnership or other entity or shall have no officer, employee, agent, or general partner available for service of process in the State of Florida, the Borrower designates the Secretary of State, State of Florida, its agent for the service of process in any court action between it and the City arising out of or relating to this Agreement and such service shall be made as provided by the laws of the State of Florida for service upon a non-resident; provided, however, that at the time of service on the Florida Secretary of State, a copy of such service shall be delivered to the Borrower at the address for notices as provided in Section 17.02.

17.05 Agreement Not Development Agreement. The Parties acknowledge, agree and represent that this Agreement, including without limitation any of the Exhibits, is not a development agreement as provided for in Sections 163.3220-163.3243, Florida Statutes.

17.06 Estoppel Certificates. The Borrower and the City shall at any time and from time to time, upon not less than 10 days prior notice by the other party, execute, acknowledge and deliver to the other party a statement certifying that this Agreement has not been modified and is in full force and effect (or if there have been modifications that the Agreement as modified is in full force and effect and setting forth a notation of such modifications), and that to the knowledge of such party, neither it nor the other party is then in default (or if the other party is then in default, stating the nature and details of such default), it being intended that any such statement delivered pursuant to this Section 17.07 may be relied upon by any prospective purchaser, mortgagee, successor, assignee of any mortgage or assignee of the respective interest in the Project, if any, of any party made in accordance with the provisions of this Agreement

17.07 Complete Agreement; Amendments.

(a) This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits, constitute the full and complete agreement between the Parties to the Execution Date, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence, and statements whether written or oral.

(b) Any provisions of this Agreement shall be read and applied *in para materia* with all other provisions.

(c) Except as specifically provided in Section 17.15, this Agreement cannot be amended or revised except by written amendment approved by the Parties, which approval shall be evidenced by the amendment or revision being signed by the authorized representatives of the Parties.

17.08 Captions. The article and section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any article, section, subsection, paragraph or provision hereof.

17.09 Holidays. It is agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given on a Saturday or Sunday or on a legal holiday observed in the City, it shall be postponed to the next following business day.

17.10 Exhibits. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions, even if not physically attached hereto, shall be treated as if they are part of this Agreement. Any Exhibit may be changed, revised or replaced by mutual agreement of the Parties.

17.11 No Brokers. The Borrower, the City represents that no real estate broker or other person is entitled to claim or to be paid a commission because of the execution and delivery of this Agreement, including any of the Exhibits. Borrower indemnifies the City and agrees to hold the City free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' fees and costs of litigation, both prior to and on appeal, which the City shall ever suffer or incur because of any claim by any agent, broker or finder, engaged by Borrower, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement.

17.12 Not an Agent. During the term of this Agreement, the Borrower shall not be an agent of the City or with respect to any services to be performed by the Borrower (and any of its agents, assigns, or successors) with respect to the Project, and the City is not an agent of the Borrower (and any of its agents, assigns, or successors).

17.13 Public Purpose. The Parties acknowledge and agree that this Agreement satisfies, fulfills and is pursuant to and for a public purpose and municipal purpose and is in the public interest, and is a proper exercise of the City's power and authority.

17.14 No General Obligation. Neither this Agreement nor the obligations imposed upon the City shall be or constitute an indebtedness or general obligation of the City or other Governmental Authority within the meaning of any constitutional statutory or charter provisions requiring the City or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the City or other Governmental Authority. Nothing contained herein shall be deemed construed or applied to cause any Governmental Authority, specifically including the City, to waive its right to exercise its governmental power and authority or to consider any request causing the exercise of its governmental powers in any manner other than that which is customary for the exercise of such governmental powers.

17.15 Permitted Amendments.

(a) Technical Amendments. In the event that due to minor inaccuracies contained herein or any Exhibit or any other agreement contemplated hereby, or due to changes resulting from technical matters arising during the term of this Agreement, the Parties agree that amendments to this Agreement required due to such inaccuracies, unforeseen events or

circumstances that do not change the substance of this Agreement may be made and incorporated herein. The City Manager is authorized to approve such technical amendments on behalf of the City, and is authorized to execute any required instruments, to make and incorporate such amendment to this Agreement or any Exhibit or any other agreement contemplated hereby.

(b) Tax-Related Amendments. The City Manager (in consultation with the City's legal counsel) is authorized to approve, without further authorization by the City Commission, as applicable, amendments to this Agreement that: (i) are necessary for the Borrower to document adequately, to the reasonable satisfaction of the Borrower's tax counsel, the treatment for federal income tax purposes of the payments of all or any portion of the Loan by the City to the Borrower, and (ii) do not materially change the substantive terms of this Agreement related to such payments.

(c) Reserved.

17.16 Publicity; Logo. Borrower agrees to recognize the City as contributing to the Project; provided, however, Borrower shall not use the City's name or logo in any advertising, marketing or publication without the prior written consent of the City's Director of Communications, Marketing and Economic Development.

17.17 No Third Party Beneficiaries. Developer and City acknowledge and agree that this Agreement, and other contracts and agreements pertaining to the Project, will not create any obligation on the part of Developer or the City to third parties.

17.18 Limitation of Liability. City's obligation is limited to providing the Loan. City does not assume any liability for Borrower's actions, decisions or policies related to this Agreement or the manner in which Borrower carries out its duties and responsibilities for the development of the Project. City shall not be deemed to assume any liability for the act, omission and negligence of Borrower. Further, nothing contained herein shall be construed as a waiver of the protections of sovereign immunity or the limitations provided by Section 768.28, Florida Statutes, to the City.

17.19 Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and all expenses (including taxes) (including without limitation all such fees, costs and expenses incident to appeals and fees and costs incurred in connection with collection of an award), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled, provided, however, that this clause pertains only to the Parties to this Agreement.

17.20 WAIVER OF RIGHT TO JURY TRIAL. CITY AND BORROWER WAIVE ANY OBJECTION TO VENUE BEING IN COURTS LOCATED IN BROWARD COUNTY, FLORIDA, FOR ANY DISPUTE ARISING OUT OF THIS AGREEMENT. BORROWER AND CITY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE NOT TO SEEK A TRIAL BY JURY AND WAIVE ANY RIGHTS TO HAVE SAME IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, CROSS-CLAIMS, THIRD PARTY CLAIMS) ARISING IN CONNECTION WITH THIS AGREEMENT, THE

LOAN DOCUMENTS, AND THE TRANSACTIONS CONTEMPLATED THEREIN AND ALL AND ANY COMBINATION OF THE FOREGOING. BORROWER ACKNOWLEDGES THAT THE CITY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, INTER ALIA, THE PROVISIONS OF THIS PARAGRAPH.

17.21 Time Is of The Essence. Time is of the essence in the performance of all obligations and all approvals or reviews contemplated by this Agreement.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGES]*

IN WITNESS WHEREOF, the Parties have set their hands and their respective seals affixed as of the date and year set forth above.

ATTEST:

CITY:

CITY OF HOLLYWOOD, FLORIDA, a
municipal corporation organized and existing
under the laws of the State of Florida

PATRICIA A. CERNY, MMC
CITY CLERK

By: _____
Josh Levy
Mayor

APPROVED AS TO FORM:

DOUGLAS R. GONZALES
CITY ATTORNEY

[Loan Agreement]

Print Name:

By: _____
Matthew Rieger, Manager

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by Matthew Rieger, as Manager of HTG Paramount, LLC, a Florida limited liability company, the general partner of HTG PARAMOUNT, LTD, a Florida limited partnership, on behalf of said entity. He personally appeared before me, [] is personally known to me or [] has produced Florida Driver's License # _____, as identification.

[NOTARIAL SEAL]

Print Name: _____

Notary Public, State of Florida

My commission expires: _____

[Loan Agreement]

EXHIBIT “A”
Legal Description