

AGREEMENT TO ADVANCE FUNDS FOR CONSTRUCTION

THIS AGREEMENT TO ADVANCE FUNDS FOR CONSTRUCTION ("Agreement") is made and entered into as of the 29 day of September, 2009 ("Effective Date") by and between HIGHLAND PARK VENTURES, L.L.C., a Florida limited liability company ("Developer") and CITY OF HALLANDALE BEACH, a municipal corporation of the State of Florida ("City").

WITNESSETH:

WHEREAS, Developer is the owner of that property located in the City of Hallandale Beach, Florida located at 129 NW 2nd Avenue and 112 NW 3rd Avenue, more particularly described on Exhibit "A" attached hereto ("Property"); and

WHEREAS, Developer proposes to construct a 53-unit multifamily project on the Property ("Project") comprised entirely of affordable housing units as described in the Declaration of Restrictive Covenants to be recorded in the Public Records of Broward County, Florida, the "Effective Date" of this Agreement; and

WHEREAS, in order to ensure home affordability, the City has allocated funds to provide homeownership grants for qualified applicants seeking to purchase units within the Project; and

WHEREAS, to further ensure home affordability, the City has agreed to advance certain funds to Developer in order to aid Developer with the construction costs of the Project and with obtaining bank financing for the Project in accordance with the terms more particularly described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Recitals. The foregoing recitals are correct and are incorporated herein by reference.
2. Advance of Construction Funds. In connection with Developer's construction of affordable housing in the Project, upon the Effective Date of this Agreement, the City shall advance to Developer the sum of \$2,650,000 (which is \$50,000 per unit times the 53 units to be constructed), which shall be utilized by Developer to pay construction costs associated with the Project.
3. Repayment of Advance. Developer agrees that upon the closing of the sale of each unit in the Project, Developer shall repay the City the amount of Fifty Thousand and No/100 (\$50,000.00) per unit. Such amount may be used by the City to simultaneously fund any homeownership grant applicable to such unit.

4. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be Broward County, Florida.

5. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by recognized overnight courier or transmitted via facsimile addressed as follows:

If to Developer:

Highland Park Ventures, LLC
134 South Dixie Highway, Suite #106
Hallandale Beach, Florida 33009
Attn: Richard Shan
Phone: (954) 454-6430
Fax: (954) 454-6450

With a counterpart to:

Ruden, McClosky, Smith, Schuster & Russell, P.A.
200 East Broward Boulevard, 15th Floor
Fort Lauderdale, Florida 33301
Attn: Scott J. Fuerst, Esq.
Phone: (954) 527-2417
Fax: (954) 333-4017

If to City:

City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, Florida 33009
Attn: City Attorney
Phone: (954) 457-1325
Fax: (954) 457-1342

With a counterpart to:

City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, Florida 33009
Attn: City Manager
Phone: (954) 457-1325
Fax: (954) 457-1342

With a counterpart to:

City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, Florida 33009
Attn: Development Services
Phone: (954) 457-1375
Fax: (954) 457-1488

Notices personally delivered or sent by overnight courier shall be deemed given on the date of receipt, and notices sent via facsimile transmission shall be deemed given upon transmission and proof of receipt as evidenced by a confirmation of transmittal

page. For the purposes of this Agreement, the attorney for any of the parties to this Agreement shall be permitted to deliver any and all notices under this Agreement on behalf of his or her client, and any notice so delivered by said attorney shall be deemed as delivered by his or her client as if his or her client had delivered the same directly.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement. Electronically transmitted signatures shall be deemed originals.

7. Construction. The parties to this Agreement have participated fully in the negotiation and preparation hereof and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Agreement, the singular shall be deemed to include the plural, the plural shall be deemed to include the singular and the use of any gender shall include every other gender and all captions and paragraph headings shall be discarded.

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

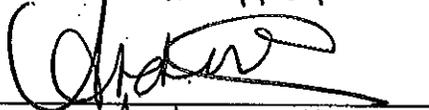
9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with regard to the advance of construction funds for the Project by the City and supersedes any other agreement or understanding of the parties with respect to the matters herein contained. This Agreement may not be changed, altered or modified except in writing signed by both parties hereto. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

END OF TEXT. SIGNATURES APPEAR ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

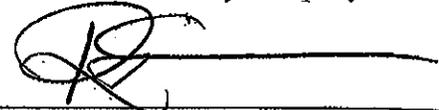
Signed, sealed and delivered in the presence of:


Name: Michelle Hunter


Name: Andre McKenney

DEVELOPER:

HIGHLAND PARK VENTURES, L.L.C., a Florida limited liability company

By: 
Name: Richard Shan
Title: Manager

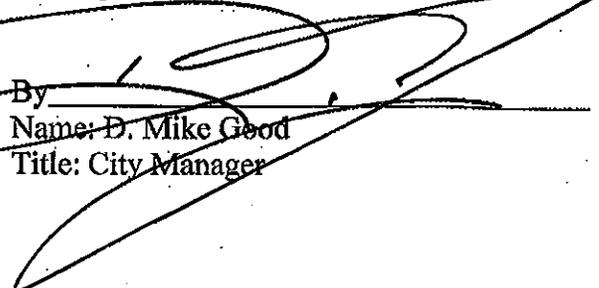
ATTEST:

City Clerk

Date: 9/29/09

CITY:

CITY OF HALLANDALE BEACH, a municipal corporation of the State of Florida

By: 
Name: D. Mike Good
Title: City Manager

ENDORSED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF HALLANDALE BEACH ONLY

City Attorney
Dated: _____

EXHIBIT "A"

CITY OF MIAMI-DADE
CITY MANAGER

3002 SEP 28 PM 2:10

[Legal Description of Property]

All of Lots 3 through 17, Block 11 "TOWN OF HALLANDALE," according to the Plat thereof, as recorded in Plat Book B, Page 13, of the Public Records of Miami-Dade County, Florida.