

ATTACHMENT 1

MIAMI BEACH CONVENTION CENTER HOTEL DEVELOPMENT & GROUND LEASE AGREEMENT
ARTICLE IV GENERAL TERMS OF LEASE; SECTION 4.1b POSSESSION DATE, CONDITIONS PRECEDENT TO POSSESSION
01.16.2025

SECTION 4.1b Item #					Target Date for Submission to the City
DESCRIPTION		DOCUMENTS REQUIRED		STATUS	
I. FINANCING / PAYMENTS	1	Evidence of no uncured Event of Default	Estoppel Letter from MB Mixed Use Investment LLC	In Progress	Before Construction Loan Execution Date anticipated: March 28, 2025
	4	Lessee shall have provided to City, and City Manager shall have Approved , any changes to the Budgeted Improvement Costs (Exhibit C, p 99 of 183), provided that <u>City Manager shall not withhold its Approval so long as Lessee has obtained and delivered</u> to the City written evidence of the existence and availability of:	Updated Budget to be determined upon Term Sheet for Construction Loan with Lender	In Progress	Before Construction Loan Execution Date anticipated: March 28, 2025
	4.1	(A) Liquid Assets to fund the Equity Commitment	Proof of entity contribution letter	Complete	Submitted - 8/10/2023
	4.2	(B) the Initial Hotel Operator Financial Commitment	Provide section of the Hotel Services Agreement (HSA) about operator financial contribution or proof of contribution.	In Progress	Before Construction Loan Execution Date anticipated: March 28, 2025
	4.3	(C) the Mezzanine Loan Commitment	Executed Mezzanine Loan	In Progress	Construction Loan Execution Date anticipated: March 28, 2025
	4.4	(D) the Construction Loan Commitment that demonstrate that the Hotel Project is In Balance	Executed Construction Loan	In Progress	Before Construction Loan Execution Date anticipated: March 28, 2025
	5	Lessee shall have reimbursed the City for the costs associated with the City's voter referendum in connection with this Lease, not to exceed Twenty -Five Thousand Dollars (\$25,000)	Developer's Payment to City	Complete	Completed
	18	Art in Public Places Fee	1.5% of the "construction cost" of the Hotel Project, as such term is defined in Section 82-537 of the City Code, no later than date of execution of the Hotel Project General Contract by Lessee and the Hotel Project General Contractor, as required by the City Code.	In Progress	TBD

MIAMI BEACH CONVENTION CENTER HOTEL DEVELOPMENT & GROUND LEASE AGREEMENT
 ARTICLE IV GENERAL TERMS OF LEASE; SECTION 4.1b POSSESSION DATE, CONDITIONS PRECEDENT TO POSSESSION
 01.16.2025

SECTION 4.1b Item #		DESCRIPTION	DOCUMENTS REQUIRED	STATUS	Target Date for Submission to the City
II. HOTEL OPERATOR	Lessee and the Initial Hotel Operator shall have delivered to City an instruments reasonably acceptable to the City:				
	7.1	(A) certifying that Lessee and the Initial Hotel Operator have duly executed and entered into the Management Agreement , and any related franchise, technical services and/or centralized services agreements, that the Management Agreement, Franchise Agreement and any other such agreements are in full force and effect and there are no defaults (or any events that could ripen into defaults), and that the Management Agreement requires the Hotel Operator to comply with the terms of the Room Block Agreement	1. Certificate from Grand Hyatt and MB Mixed Use indicating the agreements we have in place (estoppel letters). 2. Signed room block agreement (exhibit attached to the lease agreement). LG will send draft for all section 7. Drafts sent to the City for review before sharing with Hyatt. Need confirmation these are good to send. 1) Hyatt recognition agreement; 2) Estoppels (7.27.23: drafts of the estoppels sent to the City for review prior sending to Hyatt)	In Progress	Before Construction Loan Execution Date anticipated: March 28, 2025
	7.2	(B) acknowledging that for so long as the Initial Hotel Operator is managing and operating the Hotel Project it shall observe and comply with the Room Block Agreement			
	7.3	(C) in the form of an agreement among Lessee, the Initial Hotel Operator and the City , to the effect that if this Lease is terminated as a result of any Event of Default, the Hotel Operator shall, at the City's option, continue to perform under the Management Agreement in accordance with the terms thereof and the Franchise Agreement so long as the Hotel Operator is being paid compensation thereafter accruing under the Management Agreement and the City shall perform, and the Hotel Operator shall accept the City's performance of, the duties and obligations under the Management Agreement to be performed by the Lessee, as "owner," thereunder, but only to the extent accruing from and after the date of termination of this Lease; provided, however, if the First Leasehold Mortgagee enters into a similar agreement with the Lessee and the Hotel Operator, the City agrees that the Hotel Operator shall continue to perform and such performance shall not be optional on the part of the City.			
	10	Lessee shall have delivered to the City Manager reasonable evidence that the Approved Plans (Exhibit E of Development Agreement) have been approved by the First Leasehold Mortgagee and the Initial Hotel Operator	a. City Manager to Approve Modification to the "Approved Plans" Exhibit E of Development Agreement to match Current Plans. b. MB Mixed Use (First Leasehold Mortgagee) letter indicating approval of "Approved Plans" c. Hyatt (initial hotel operator) letter indicating approval of the "Approved Plans" with conditions such as model rooms review	In Progress	January 31 2025

MIAMI BEACH CONVENTION CENTER HOTEL DEVELOPMENT & GROUND LEASE AGREEMENT
ARTICLE IV GENERAL TERMS OF LEASE; SECTION 4.1b POSSESSION DATE, CONDITIONS PRECEDENT TO POSSESSION
01.16.2025

SECTION 4.1b Item #		DESCRIPTION	DOCUMENTS REQUIRED	STATUS	Target Date for Submission to the City
III. PLANS & OTHER	6	Lessee shall have obtained, and shall have delivered to City a copy of, all Governmental Approvals necessary for the Commencement of Construction and for the demolition of all improvements currently located within the Hotel Site, the areas in which the Off -Site Improvements are to be constructed and the areas in which the Skybridge is to be constructed	Condition satisfied with Foundation Permit (Approved 7.3.223)	Complete	Completed
	8.2	Preparation and filing of applications for and obtaining all applicable Governmental Approvals described on Exhibit "K" for the Hotel Project (other than the items under paragraph 12 of Exhibit "K"	Folder with Early Work Permits and Foundation Permit. Note: requirement for Possession is foundation permit.	Complete	Completed
	11	Lessee shall have delivered to the City:	Executed Assignments	In Progress	1 week after Term Sheet from Lender is available. Term Sheet anticipated : January 24, 2025
		a) a duly executed Assignment of Plans and Approvals			
		b) duly executed Assignment of Hotel Project General Construction Contract			
		c) duly executed Assignment of Contracts and Agreements			
	14	The representations and warranties made by the Lessee in this Lease pursuant to Sections 4.3(a) and 5.2 remain true and correct in all material respects on and as of the Possession Date	Letter from Lessee	In Progress	1 day prior to possession date
	15	Lessee shall have delivered to the City a maintenance of traffic plan for the staging of the Work during the construction period (the "MOT Plan"), which MOT Plan shall have been Approved by the City Manager and which will include minimal disruptions to 17th Street and Convention Center Drive, subject only to closures for short time periods upon Approval by the City Manager as reasonably necessary to complete the Work	MOT plan approved by City Manager	Under Review	Submitted. Under review
	16.a	Lessee shall have delivered to the City a parking and transportation plan for the off-site parking and transportation of construction workers (...)	Parking and transportation plan during construction.	In Progress	January 31 2025
	EASEMENTS	Lessee agrees that this Lease shall be subject to and contingent upon the execution of certain easements , including any applicable access easements. On the Possession Date, the easements in substantially the forms attached hereto as Exhibit "G" (the "Easements") shall be executed by all necessary parties. The Parties shall also, prior to the Possession Date, enter into any and all easements which may be required by Lessee to: (i) design, permit and construct enclosures regarding the Fillmore Theatre in the area of demolition; Develop, construct, operate, repair, maintain and reconstruct the Hotel Project, including to connect utilities to the Hotel Site as shown in the Approved Plans; The Parties shall thereafter cause the Easements to be promptly recorded among the public records of Miami-Dade County, Florida.			
Easement Parcel 01: Right-of-Way Easement at new Hotel Alleyway		Legal Description and Sketch	Under Review	Submitted. Under review	
Easement Parcel 02: Skybridge		Legal Description and Sketch	Under Review	Submitted. Under review	
Easement Parcel 03: Temporary Staging Area (Construction Trailers & Sales Center)		Legal Description and Sketch	In Progress	January 17 2025	
Easement Parcel 04: Crane Easements ("Swing areas" per Balfour's MOT)		Legal Description and Sketch	Under Review	January 17 2025	
Easement Parcel 05: (NEW) Hotel Electrical Switchgear Room and conduits		Letter agreement with FPL re access and maintenance. Legal Description and Sketch	In Progress	January 31 2025	

SECTION 4.1b					Target Date for Submission to the City
Item #		DESCRIPTION	DOCUMENTS REQUIRED	STATUS	
IV. CONSTRUCTION CONTRACT	2	Lessee shall have entered into, and delivered to the City a duly executed copy of, the Hotel Project <u>General Construction Contract</u> (and all then existing change orders thereto), in form and substance and with a Hotel Project General Contractor Approved pursuant to Subsection 2.8(b) by the City Manager reflecting the guaranteed maximum price for completion of the lessee Improvements	GMP Amendment and Corresponding Exhibits (Construction Agreement) with lump sum amount, schedule	In Progress	GMP Amendment Execution Date Anticipated January 24, 2025
	8.1	A Schedule of performance for the Hotel Project setting forth the dates and times of delivery of the Hotel project, including the Target Dates, the Outside Dates and other milestones for development and approval of the plans and specifications listed in Section 2.2	GMP Amendment and Corresponding Schedule Exhibits (Construction Agreement) with lump sum amount, schedule	In Progress	GMP Amendment Execution Date Anticipated January 24, 2025
	9	Lessee shall have presented evidence reasonably acceptable to the City that all insurance coverages required under this Lease (Section IX) are in place.	Certificates of Insurance	In Progress	GMP Amendment Execution Date Anticipated January 24, 2025

F:\CMGR\\$\ALL\Convention Center Hotel\Hotel Post Referendum\Hotel Ground Lease Agreement_Deliverables for Possession\Conditions Precedent to Possession Log\IMBCCH Possession Conditions - 2025-01-16 for PSNQL Memo.xlsx]Pre-Possession