

EXHIBIT A
FINANCIAL GUARANTEE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That we MB Mixed Use Investment, LLC, a Delaware Limited Liability Company as Principal, and _____ a corporation duly authorized under the laws of the State of Florida to become surety on bonds and undertakings, as Surety, are held and firmly bound unto the City of Miami Beach, a municipal corporation, as Oblige in the full and just sum of _____ Dollars, (\$_____) lawful money of the United States of America (the "Penal Sum"), for which payment, well and truly to be made, the said Principal and Surety bind themselves, their heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal and Oblige have entered into that certain Development & Ground Lease Agreement dated July 31, 2018 (the "Lease") and the Principal agrees to: (1) obtain approval by the City of Miami Beach Commission, in accordance with the City of Miami Beach's Art in Public Places procedures, of Principal's proposed donation of works of art in satisfaction of Principal's obligations under Section 2.16 of the Lease (the "Donated Art") no later than April 1, 2026 (the "First Deadline"), or pay to Oblige the amount of the Penal Sum, (less the value of the Donated Art approved by the City of Miami Beach prior to the First Deadline) (the "First Payment"); and (2) to the extent any Donated Art is approved by the City of Miami Beach prior to the First Deadline, Principal shall install and obtain acceptance by the City of Miami Beach, in accordance with the City of Miami Beach's Art in Public Places procedures, of the Donated Art no later than the earlier of (A) the issuance of a final certificate of occupancy for the project required by the Lease and (B) April 1, 2028 (the "Second Deadline"), or pay to Oblige the amount of the Penal Sum, less any sums previously paid to Oblige in satisfaction of Section 2.16 of the Lease and less the value of the Donated Art accepted by the City of Miami Beach prior to the Second Deadline (the "Second Payment").

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That if the said Principal shall timely pay to Oblige the First Payment, if any, and the Second Payment, if any, then this obligation shall be void, otherwise it shall be and remain in full force and effect.

The term of this bond is for a period beginning on the _____ day of _____, _____ and ending on the 1st day of April, 2028.

PROVIDED, that regardless of the number of years this bond remains in effect, in no event shall the aggregate liability of the Surety under this bond exceed the penal sum of this bond.

THIS BOND may be terminated by either,

- (a) release by Oblige, or
- (b) cancellation by either Principal and Surety to be effected by (i) giving Sixty (60) days' notice in writing by certified mail to: City Manager, City of Miami Beach, 1700 Convention Center Drive, 4th Floor, Miami Beach, Florida, 33139, and (ii) Principal providing Oblige with a replacement security, in a form reasonably acceptable to Oblige, prior to the effectiveness of such cancellation.

The Surety shall notify the Company of its obligation, if any, hereunder within sixty (60) days of notice by Company that the Principal has failed to perform its obligation hereunder.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and affixed their seals this _____ day of _____.

Principal

Surety

_____, Attorney-in-Fact